

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

January 22, 2025  
10:00 AM



Fulton County Government Center  
Assembly Hall  
141 Pryor Street SW  
Atlanta, Georgia 30303



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## **A G E N D A**

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**CALL TO ORDER:** Chairman Robert L. Pitts

**ROLL CALL:** Tonya R. Grier, Clerk to the Commission

Robert L. Pitts, Chairman (At-Large)  
Bridget Thorne, Commissioner (District 1)  
Bob Ellis, Vice-Chairman (District 2)  
Dana Barrett, Commissioner (District 3)  
Mo Ivory, Commissioner (District 4)  
Marvin S. Arrington, Jr., Commissioner (District 5)  
Khadijah Abdur-Rahman, Commissioner (District 6)

**INVOCATION:** Reverend Clifton Dawkins, Jr., County Chaplain

**PLEDGE OF ALLEGIANCE:** Recite in unison

### **ANNOUNCEMENTS**

PLEASE SWITCH ALL ELECTRONIC DEVICES (CELL PHONES, PAGERS, PDAs, ETC.) TO THE SILENT POSITION DURING THIS MEETING TO AVOID INTERRUPTIONS.

IF YOU NEED REASONABLE MODIFICATIONS DUE TO A DISABILITY, INCLUDING COMMUNICATIONS IN AN ALTERNATE FORMAT PLEASE CONTACT THE OFFICE OF THE CLERK TO THE COMMISSION. FOR TDD/TTY OR GEORGIA RELAY SERVICE ACCESS DIAL 711.

**CONSENT AGENDA****25-0047 Board of Commissioners**

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

**25-0048 Board of Commissioners**

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Braylen Ava Hollis Remembrance Day." **(Arrington)**  
January 11, 2025

Proclamation recognizing "Campbell Stone Senior Living Facility Appreciation Day."  
**(Pitts)**  
January 16, 2025

Proclamation recognizing "Lucy Sharpe Appreciation Day." **(Abdur-Rahman)**  
January 21, 2025

**Commissioners' District Board Appointments****25-0049 Board of Commissioners****COMMISSION ON ELDER AFFAIRS**

Seven (7) appointees by the Board of Commissioners (one for each District); three (3) appointees from each of the non-profit umbrella agencies, which the County contracts with for aging services; and three (3) senior citizens elected by seniors in the three geographical areas of the County. The terms of such members appointed by the Board of Commissioners shall end at the end of the term of the appointing District Commissioner. Such members may continue to serve beyond his/her term until a successor is appointed.

Term = Shall end at the end of the term of the appointing District Commissioner

Term below expires: 12/31/2026

Vacant **(Arrington)**

**Commissioner Arrington has nominated Vanessa Burton for a District appointment to an unexpired term ending December 31, 2026.**



**25-0050**   **Board of Commissioners**  
COMMISSION ON ELDER AFFAIRS

Term = Members' terms shall end at the end of the term of the appointing District Commissioner. Such members may continue to serve beyond his/her term until a successor is appointed.

Term below expired: 12/31/2024  
Beth Cayce (**Ellis**)

**Vice-Chairman Ellis has nominated Beth Cayce for a District reappointment to a term ending December 31, 2028.**

**25-0051**   **Board of Commissioners**  
BELTLINE TAX ALLOCATION DISTRICT (TAD) ADVISORY COMMITTEE

Fulton County Board of Commissioners is responsible for appointing 10 members.

Term = 2 years, with such term commencing upon approval of the Atlanta City Council. No member shall serve more than 3 consecutive 2 year terms

Term below expired: 12/31/2023  
Gabriel Sterling (**Ellis**)

**Vice-Chairman Ellis has nominated Chris Copenhaver for a District appointment to a two-year term, commencing upon approval of the Atlanta City Council.**

**25-0052**   **Board of Commissioners**  
ANIMAL WELFARE HEARING BOARD

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

Term = 2 Years/3 Years

Term below expired: 12/31/2024  
Vivien Dumford (**Ellis**)

**Vice-Chairman Ellis has nominated Vivien Dumford for a District reappointment to a term ending December 31, 2027.**

**25-0053****Board of Commissioners****FULTON COUNTY CITIZENS COMMISSION ON THE ENVIRONMENT**

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

Term = 4 Years, staggered

Terms below expired: 12/31/2024

Allison Keefer (**Ellis**)

Stacy Seidel (**Ellis**)

**Vice-Chairman Ellis has nominated Allison Keefer for a District reappointment to a term ending December 31, 2027.**

**25-0054****Board of Commissioners****FULTON COUNTY CITIZENS COMMISSION ON THE ENVIRONMENT**

Term = 4 Years, staggered

Terms below expired: 12/31/2024

Allison Keefer (**Ellis**)

Stacy Seidel (**Ellis**)

**Vice-Chairman Ellis has nominated Stacy Seidel for a District reappointment to a term ending December 31, 2025.**

**25-0055 Board of Commissioners**  
FULTON COUNTY CITIZENS COMMISSION ON THE ENVIRONMENT

Term = 4 Years, staggered

Term below expired: 12/31/2024

Danyell Little (**Pitts**)

**Chairman Pitts has nominated Danyell Little for a District reappointment to a term ending December 31, 2025.**

**25-0056 Board of Commissioners**  
FULTON COUNTY BOARD OF ZONING APPEALS

The Board of Zoning Appeals shall consist of seven (7) members appointed by the Board of Commissioners of Fulton County. The term of each member shall coincide with that of the District Commissioner who appointed the member to serve on the Board of Zoning Appeals. Any vacancy in the membership shall be filled for the unexpired term in the same manner as the initial appointment. Members shall be removable for cause by the Board of Commissioners of Fulton County upon written charges and after a public hearing. The members of the Board shall be compensated as fixed by the Board of Commissioners of Fulton County. None of the members shall hold any other public office or position in Fulton County, except that one member may also be a member of the Fulton County Community Zoning Board.

Term = The term of each member shall coincide with that of the District Commissioner who appointed the member to serve on the Board of Zoning Appeals.

Term below expired: 12/31/2024

Kent Walker (**Ellis**)

**Vice-Chairman Ellis has nominated Kent Walker for a District reappointment to a term ending December 31, 2028.**

**25-0057 Board of Commissioners****COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATION PROCESS  
CITIZEN REVIEW PANEL**

The CDBG Allocation Process Citizen Review Panel shall consist of fourteen (14) citizens. Each Commissioner shall appoint two (2) members from his/her district for a two (2) year term, subject to ratification by the Board of Commissioners. Such term shall not extend beyond the term set for the Commissioner who made the appointment. Panel members may be reappointed to serve additional terms.

Term = 2 years

Term below expired: 12/31/2018

Vacant (**Arrington**)

**Commissioner Arrington has nominated Paulette DeVaughn for a District appointment to a term ending December 31, 2026.**

**25-0058 Board of Commissioners****FULTON COUNTY HOMELESS CONTINUUM OF CARE (CoC)**

One (1) representative will be nominated by each of the Commission Districts for a total of seven (7) members; this includes one representative from District 1, 2, 3, 4, 5, 6, 7. Each representative will serve a two-year term and could be re-appointed to serve additional terms. Notwithstanding the foregoing, no term of any member nominated by a District Commissioner shall extend beyond the term of the District Commissioner who nominates that member.

Term = 2 Years

Term below expired: 12/31/2024

Chris Portis (**Arrington**)

**Commissioner Arrington has nominated Chris Portis for a District reappointment to a term ending December 31, 2026.**

**25-0059**    **Board of Commissioners**  
**COMMISSION ON DISABILITY AFFAIRS**

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

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

Term = Staggered two (2) year terms

Term below expired: 12/31/2024  
Gloria Weaver (**Pitts**)

**Chairman Pitts has nominated Gloria Weaver for a District reappointment to a term ending December 31, 2026.**

**25-0060**    **Board of Commissioners**  
**FULTON COUNTY ARTS COUNCIL**

The Arts Council shall be composed of fifteen (15) residents of the county. Initially, each member of the Board of Commissioners shall appoint two persons to serve on the council, one person to serve for a one-year term and one person to serve a two-year term. No term of any member shall extend beyond the term of the District Commissioner who appointed the member to serve on the Arts Council Board; thereafter, each year, each member of the Board of Commissioners shall appoint one member for a two-year term. Each member may continue to serve beyond his/her term until replaced. The Chairman of the Arts Council shall be appointed to a two-year term by a majority vote of the Board of Commissioners. The Council shall elect a vice-Chairman and a secretary from its membership.

Term = 2 years

Term below expired: 12/31/2024  
Nikki D. Crump (**Pitts**)

**Chairman Pitts has nominated Nikki D. Crump for a District reappointment to a term ending December 31, 2026.**

**25-0061 Board of Commissioners****FULTON COUNTY VETERANS' EMPOWERMENT COMMISSION, INC.**

The Veterans Commission shall have the following members: Each Commissioner shall appoint two (2) members. Such appointees shall be residents of, or work in Fulton County and shall have military experience or expertise in the areas affecting military veterans. Veterans Commission shall serve three (3) year terms, with such term subject to the discretion of the appointing Commissioner, who can remove a member for cause, otherwise such member may continue to serve beyond his/her term until a successor is appointed.

Term = 3 Years

Term below expired: 12/31/2024

Vacant (**Pitts**)

**Chairman Pitts has nominated Roger Wise, Jr. for a District appointment to a term ending December 31, 2027.**

**Open & Responsible Government****25-0062 Real Estate and Asset Management**

Request approval of a Water Vault Easement Dedication of 120 square feet to Fulton County, a political subdivision of the State of Georgia, from H&M Alpharetta, LLC, owner, for the purpose of constructing the Fifth Third Bank Project at 4305 State Bridge Road Rear, Alpharetta, Georgia 30022.

**25-0063 Real Estate and Asset Management**

Request approval of a Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement between Fulton County, a political subdivision of the State of Georgia, and AG EHC II (EMP) MULTI STATE 2, LLC, for the purpose of granting Fulton County legal access to extend and maintain the sanitary sewer system at 3000 Hembree Road, Alpharetta, Georgia 30009 (the Development).

**25-0064 Finance**

Ratification of December 2024 Grants Activity Report.

**Justice and Safety****25-0065 Solicitor General**

Request approval of an agreement and partnership between the Fulton County Solicitor General's Office and the City of Atlanta for the sharing of criminal case records from the City's Court Case Management system to the Fulton County Courts Management system through a middleware solution.

**SECOND REGULAR MEETING AGENDA****25-0066 Board of Commissioners**

Adoption of the Second Regular Meeting Agenda.

**25-0067 Clerk to the Commission**

Ratification of Minutes.

Second Regular Meeting Minutes, December 18, 2024

First Regular Meeting Post Agenda Minutes, January 8, 2025

**25-0068 Board of Commissioners**

Presentation of Proclamations and Certificates.

Proclamation recognizing "Medicolegal Death Investigations Professionals Week."  
(Ellis/BOC)

**PUBLIC HEARINGS****25-0069 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 ITEMS****Open & Responsible Government****25-0070 Finance**

Review and approve the FY2025 Final Adopted Budget and FY2025 Budget Resolution.

**25-0071 County Manager**

Presentation of the Fulton County Operational Report.

**24-0891 External Affairs**

Request approval to renew an existing contract - Department of External Affairs, 23RFP139170A-CJC, Communications and Engagement Services, in an amount not to exceed \$407,875.00 with Ava TopRight, LLC, for strategic communications planning and support for Fulton County Government. This action exercises the first of three renewal options. Two renewal options remain. Effective January 1, 2025 through December 31, 2025.

**24-0899 Registration & Elections**

Request approval of a statewide contract - Registration & Elections, SWC# 99999-SPD-ES40199376IS-02, In-State Car Rental in the amount not to exceed \$494,000.00 with Enterprise Leasing of Georgia, LLC (Atlanta, GA) for the rental of box trucks, passenger vehicles and cargo vans for the Public Service Commission Primary/Municipal Primary and Runoff Elections; and the Public Service Commission General/Municipal General Election. Effective January 1, 2025, through September 8, 2025. **(MOTION TO APPROVE FAILED ON 1/8/25)**

**25-0072 Real Estate and Asset Management**

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC #99999-001-SPD0000154-0001, Facility Maintenance Solution an amount not to exceed \$1,213,795.02 with CGL Facility Management, LLC (Fayetteville, GA) to retain the contractor to perform State of Georgia requested capital improvement projects (CIP) funded through the State of Georgia's capital reserve established through their leases at 5710 Stonewall Tell Rd, 515 Fairburn Rd, and 1249 Donald Lee Hollowell Pkwy. Effective upon BOC approval.

**25-0073 Real Estate and Asset Management**

Request approval to amend an existing contract - Department of Real Estate and Asset Management, 22ITB121622K-DJ, Industrial Racking for the Fulton County Central Warehouse, in an amount not to exceed \$260,000.00 with McGee Storage & Handling (Norcross, GA), to continue providing services that support the most functional and cost-effective solution of equipment and related components that facilitate a multi-business functional workplace environment for the selected County Agencies at the Fulton County Central Warehouse and to extend the contract through December 31, 2025 to complete the work. Effective upon BOC approval.



**25-0074 Finance**

Request approval of a recommended proposal - Finance Department, 24RFP1336388C-MH, Professional Property & Casualty Broker Services in an amount not to exceed \$94,500.00 with Edgewood Partners Insurance Center (EPIC), (Duluth, GA) to provide professional Property & Casualty brokerage services effective upon BOC approval through December 31, 2025, with two renewal options.

**25-0075 Finance**

Request approval of a recommended proposal - Finance Department, 24RFP1337774C-MH, Financial Advisory Services in an amount not to exceed \$217,000.00 with Raymond James LLC (Atlanta, GA) to provide financial advisory services upon execution of contract through December 31, 2025, with two renewal options.

**25-0076 Finance**

Request approval of a Resolution authorizing membership in the Association County Commissioners of Georgia -Interlocal Risk Management (ACCG-IRMA) Agency and participation in the ACCG-IRMA First Responder PTSD Fund and an Intergovernmental Agreement with ACCG-IRMA to effectuate such participation.

**Health and Human Services****25-0077 Public Works**

Request approval of the lowest responsible bidder - Department of Public Works, 24ITB1335637A-JWT Sanitary Sewer Easement Maintenance in an amount not to exceed \$382,764.50 with Mariani Enterprises, LLC dba Ed Castro Landscape, Inc., (Roswell, GA) to provide easement maintenance in both the North and South Fulton service areas. Effective upon BOC approval through December 31, 2025, with two renewal options.

**Infrastructure and Economic Development****25-0078 Public Works**

Request approval of a contract - Public Works Department, FAA Contract #693KA7-25-C-00003, Air Traffic Control Services - Night Coverage for the Fulton County Executive Airport at Brown Field with CI2 Aviation, Inc. (Dunwoody, GA) in an amount not to exceed \$323,584.00 to provide annual air traffic control night coverage services (M-F 10:00 pm to 6:00 am and Sa-Su 10:00 pm to 7:00 am) at the Fulton County Executive Airport. The County Attorney is authorized to approve the contract as to form and shall make such modifications as are necessary prior to execution. Effective February 1, 2025 for fourteen months with six, one (1) year renewal options. Funded from Airport funds.

**COMMISSIONERS' ACTION ITEMS****25-0079 Board of Commissioners**

Request approval of a Resolution to provide the financial resources necessary to comply with the Consent Decree. **(Arrington)**

**Commissioners' Full Board Appointments****25-0080 Board of Commissioners**

**BOARD OF TRUSTEES OF THE FULTON COUNTY EMPLOYEES' RETIREMENT SYSTEM**

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

Term = 1 Year / 4 years

Term below expired: 12/31/2024

Commissioner Khadijah Abdur-Rahman **(Trustee Position #2)**

**Chairman Pitts has nominated Commissioner Abdur-Rahman for a Full Board reappointment to a term ending December 31, 2025.**

**25-0081 Board of Commissioners**

**BOARD OF TRUSTEES OF THE FULTON COUNTY EMPLOYEES' RETIREMENT SYSTEM**

Term = 1 Year / 4 years

Term below expired: 12/31/2024

Commissioner Dana Barrett **(Trustee Position #1)**

**Chairman Pitts has nominated Commissioner Barrett for a Full Board reappointment to a term ending December 31, 2025.**

**25-0082 Board of Commissioners****BOARD OF TRUSTEES OF THE FULTON COUNTY EMPLOYEES' RETIREMENT SYSTEM**

Term = 1 Year / 4 years

Term below expired: 12/31/2024

Vice-Chairman Bob Ellis (**Trustee Position #3**)

**Chairman Pitts has nominated Vice-Chairman Bob Ellis for a Full Board reappointment to a term ending December 31, 2025.**

**25-0083 Board of Commissioners****BOARD OF ETHICS**

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

Term = 3 years

Term below expires: 2/12/2025

Louis Levenson (**Pitts/BOC**)

**Chairman Pitts has nominated Louis Levenson for a Full Board reappointment to a term ending February 12, 2028.**

**25-0084 Board of Commissioners****METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY (MARTA)**

All appointments shall be for terms of four (4) years except that a vacancy caused otherwise than by expiration of term shall be filled for the unexpired portion thereof by the appointing entity which made the original appointment to the vacant position, or its successor in office. A member of the board may be appointed to succeed himself or herself for one four-year term; provided, however, that the board membership prior to January 1, 2017, shall not be considered in calculating limits on length of service. Appointments to fill expiring terms shall be made by the appointing entity prior to the expiration of the term, but such appointments shall not be made more than 30 days prior to the expiration of the term. Members appointed to the board shall serve for the terms of office specified in this Code section and until their respective successors are appointed and qualified.

Term = 4 years

**Chairman Pitts has nominated Elizabeth Bolton Harris for a Full Board appointment to a term ending December 31, 2028.**

## COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS

### Open & Responsible Government

**25-0085** External Affairs

Presentation: 2025 State Legislative Session Update.

### EXECUTIVE SESSION

**25-0086** 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

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**Agenda Item No.:** 25-0048

**Meeting Date:** 1/22/2025

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Braylen Ava Hollis Remembrance Day.” **(Arrington)**  
January 11, 2025

Proclamation recognizing “Campbell Stone Senior Living Facility Appreciation Day.” **(Pitts)**  
January 16, 2025

Proclamation recognizing “Lucy Sharpe Appreciation Day.” **(Abdur-Rahman)**  
January 21, 2025





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0062

**Meeting Date:** 1/22/2025

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### Department

Real Estate and Asset Management

### Requested Action

Request approval of a Water Vault Easement Dedication of 120 square feet to Fulton County, a political subdivision of the State of Georgia, from H&M Alpharetta, LLC, owner, for the purpose of constructing the Fifth Third Bank Project at 4305 State Bridge Road Rear, Alpharetta, Georgia 30022.

### Requirement for Board Action

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

**Scope of Work:** The proposed Fifth Third Bank Project, a commercial development, requires a water line easement dedication. Fulton County development regulations require that all new water service line connections acknowledge Fulton County's ownership interests in the area(s) where a connection is being made to the County's water system before recording the Final Plat. The easement area to be conveyed consists of 120 square feet and is in Land Lots 120 and 121 of the 1st District, 1st Section of Fulton County, Georgia.



**Community Impact:** The community will benefit from the extension of the County's water system and the addition of a commercial development.

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

**Project Implications:** Easement dedications by the legal owner of record to Fulton County are made a part of public records and grant Fulton County access as necessary to perform construction, maintenance, and upgrades to the water system once the proposed improvements are installed on the owner's property.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** 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 : Fifth Third Bank  
Tax Parcel Identification No.: 11-026001200361  
Land Disturbance Permit No.: D240025 WRN24-032  
Zoning/Special Use Permit No.: C-1  
(if applicable)

*For Fulton County Use Only*

Approval Date: \_\_\_\_\_  
Initials: \_\_\_\_\_

**WATER VAULT EASEMENT  
(Corporate Form)**

STATE OF GEORGIA,  
COUNTY OF FULTON

This indenture entered into this \_\_\_\_ day of December, 2024, between H&M Alpharetta, LLC, a limited liability company 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 installation of a water vault, water meter, and appurtenances on subject property, and in consideration of the benefits which will accrue to the subject property from the installation of a water vault, water meter, and appurtenances on 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) 120 and 121 of the 1st District, 1st Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

*Project Name:*

Fifth Third Bank (Alpharetta Common Shopping Center)

*Easement Area:*

**[ See Exhibit “A” attached hereto and made a part hereof ]**

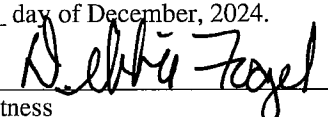
This right and easement herein granted being to occupy such portion of my property for the construction, installation, access, maintenance and upgrade of a water vault, water meter and appurtenances therein according to the location and size of said water vault, water meter and appurtenances as shown on the map 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 water vault, water meter and appurtenances 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 within the aforesaid boundaries of the above-described easement on the water vault structure, water meter and appurtenances on both a routine and emergency basis.

Grantor hereby warrants that it has the right to sell and convey this 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 water vault easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents, subject to all matters of record.

Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the installation, access, upgrade or maintenance of said water vault, water meter and appurtenances 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.

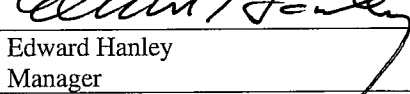
Signed, sealed and delivered before me this  
\_\_\_\_ day of December, 2024.  
  
\_\_\_\_\_  
Witness

[ SEE ATTACHED CALFORNIA ACKNOWLEDGEMENT ]  
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

GRANTOR: H&M ALPHARETTA, LLC

By: HLM Alpharetta, LLC and MPM  
Alpharetta, LLC, as its Managing Members

By:   
Edward Hanley  
Manager

Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[COMPANY SEAL]

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On December 6, 2024 before me, Phillip Palazuelos, notary public  
(Here insert name and title of the officer)

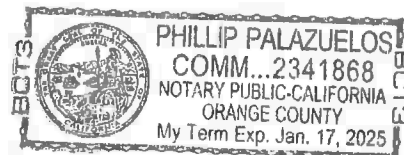
personally appeared Edward Hanley,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Water Vault Easement  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

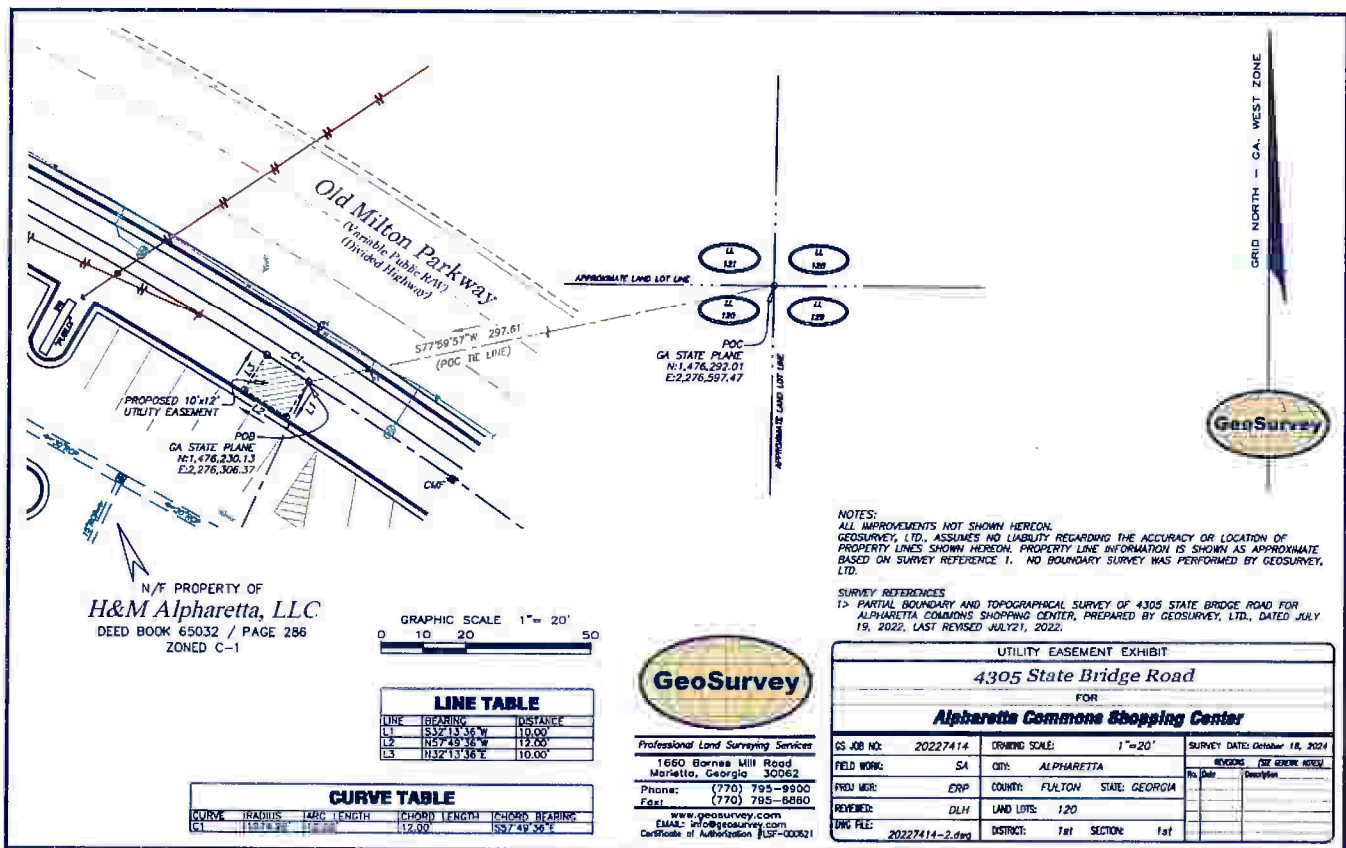
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

# EXHIBIT A

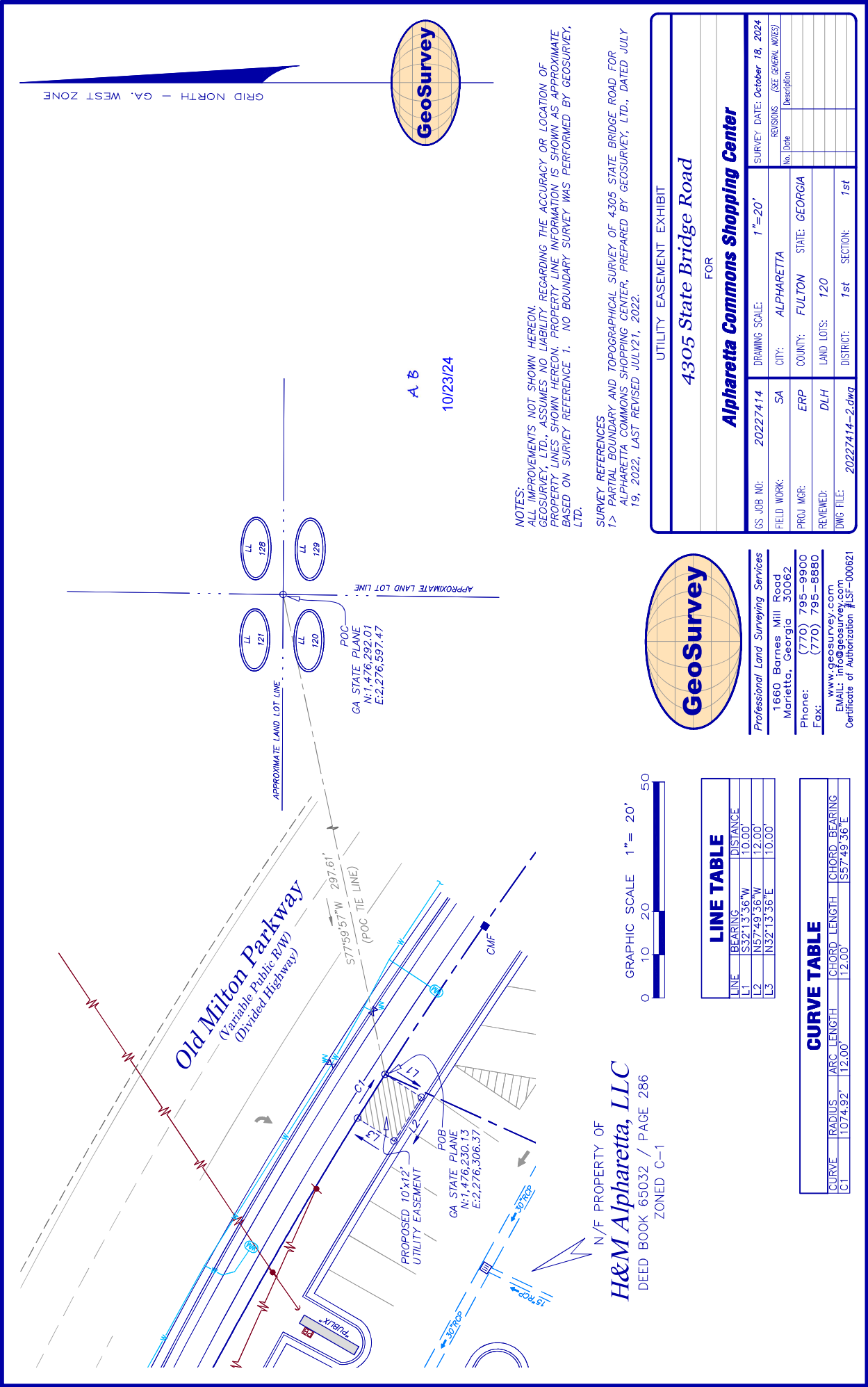
## Easement Area Description

All that tract or parcel of land lying and being in Land Lots 120 of the 1st District, 1st Section, City of Alpharetta, Fulton County, Georgia, and subject to all matters of record being more particularly described as follows:

COMMENCING at the Common Land Lot Corner of Land Lots 120, 121, 128, and 129; thence South West for a distance of 297.61 feet to a point and the POINT OF BEGINNING, said POINT OF BEGINNING having State Plane Coordinate Value Northing: 1,476,230.13; Easting 2,276,306.37; Georgia West Zone; thence South 32 degrees 13 minutes 36 seconds West for a distance of 10.00 feet to a point; thence North 57 degrees 49 minutes 36 seconds West for a distance of 12.00 feet to a point; thence North 32 degrees 13 minutes 36 seconds East for a distance of 10.00 feet to a point; thence along a curve to the right, said curve having an arc length of 12.00 feet with a radius of 1074.92 feet, being subtended by a chord bearing of South 57 degrees 49 minutes 36 seconds East for a distance of 12.00 feet to a point and the POINT OF BEGINNING; said tract of land contains 0.003 acres (120 square feet), as hereinafter depicted;



TOGETHER WITH, those portions of Grantor's lands located within ten (10) feet of each boundary of such area.



GRID NORTH - GA. WEST ZONE



A 8

10/23/24

NOTES:  
ALL IMPROVEMENTS NOT SHOWN HEREON.  
1> PARTIAL BOUNDARY AND TOPOGRAPHICAL SURVEY OF 4305 STATE BRIDGE ROAD FOR ALPHARETTA COMMONS SHOPPING CENTER, PREPARED BY GEOSURVEY, LTD., DATED JULY 19, 2022, LAST REVISED JULY 21, 2022.

SURVEY REFERENCES  
1> PARTIAL BOUNDARY AND TOPOGRAPHICAL SURVEY OF 4305 STATE BRIDGE ROAD FOR ALPHARETTA COMMONS SHOPPING CENTER, PREPARED BY GEOSURVEY, LTD., DATED JULY 19, 2022, LAST REVISED JULY 21, 2022.



Professional Land Surveying Services  
1660 Barnes Mill Road  
Marietta, Georgia 30062  
Phone: (770) 795-9900  
Fax: (770) 795-8880  
www.geosurvey.com  
EMAIL: info@geosurvey.com  
Certificate of Authorization #LSF-000621



GRAPHIC SCALE 1"= 20'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S52°13'36"W	10.00'
L2	N57°49'36"W	12.00'
L3	N52°13'36"E	10.00'

CURVE TABLE			
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH
C1	1074.92'	12.00'	12.00'

N/F PROPERTY OF  
**H&M Alpharetta, LLC**  
DEED BOOK 65032 / PAGE 286  
ZONED C-1

UTILITY EASEMENT EXHIBIT

4305 State Bridge Road

FOR

**Alpharetta Commons Shopping Center**

GS JOB NO:	20227414	DRAWING SCALE:	1"=20'	SURVEY DATE:	October 18, 2024
FIELD WORK:	SA	CITY:	ALPHARETTA	REVISIONS	(SEE GENERAL NOTES)
PROJ MGR:	ERP	COUNTY:	FULTON	No.	Date
REVIEWED:	DLH	STATE:	GEORGIA	Description	
DWG FILE:	20227414-2.dwg	LAND LOTS:	120		
		DISTRICT:	1st		
		SECTION:	1st		







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0063

**Meeting Date:** 1/22/2025

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### Department

Real Estate and Asset Management

### Requested Action

Request approval of a Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement between Fulton County, a political subdivision of the State of Georgia, and AG EHC II (EMP) MULTI STATE 2, LLC, for the purpose of granting Fulton County legal access to extend and maintain the sanitary sewer system at 3000 Hembree Road, Alpharetta, Georgia 30009 (the Development).

### Requirement for Board Action

Pursuant to FCC § 34-509, any building, residence, or other facility designed or used for human occupancy or congregation must provide a sewerage system within the building and that system must be connected to the public system in most situations, including the current development. In addition, pursuant to FCC § 1-117, the Board of Commissioners are vested with exclusive jurisdiction to direct and control all the property in the County, according to law. Finally, O.C.G.A. § 36-10-1 requires that all contracts entered into by a county governing authority on behalf of a county be in writing and entered on the governing authority's minutes.

### 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



**Scope of Work:** The Department of Real Estate and Asset Management (DREAM) and the Department of Public Works, request the approval of the Fulton Board of Commissioners to execute a Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement with AG EHC II (EMP) MULTI STATE 2, LLC.

Environmental Protection Division, EPD regulations require that where a permitted public sanitary sewer system is available, developments and a property requiring sanitary sewer services shall obtain sanitary sewer service through an extension of the public service system.

AG EHC II (EMP) MULTI STATE 2, LLC, the Owner of the real property located at 3000 Hembree Road, Alpharetta, Georgia 30009, has agreed to provide Fulton County easement access for the purpose of maintaining and expanding the county's sewer system within their Development.

The purpose of the Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement is to formalize maintenance responsibilities and conditions for legal access for Fulton County, AG EHC II (EMP) MULTI STATE 2, LLC, and future owners that may acquire the Development at 3000 Hembree Road, Alpharetta, Georgia 30009.

**Community Impact:** The Department of Public Works has confirmed that if this Agreement is approved, the County's sewer system will not be adversely impacted and can continue to be properly maintained.

**Department Recommendation:** The Department of Real Estate and Asset Management accepts the Department of Public Works' conclusion to accept the Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement and recommends its approval.

**Project Implications:** Approval of this Agreement will not restrict sewer services or access to the sewer line for necessary maintenance.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

## **Fiscal Impact / Funding Source**

### **Funding Line 1:**

Approval of the Agenda Item does not involve the receipt or payment of funding.

After recording, please return to:

Fulton County  
c/o Department of Real Estate and Asset Management  
Land Division  
141 Pryor Street, SW, Suite 8021  
Atlanta, Georgia 30303

Cross Reference:

Book 67354, Page 171  
Book 67388, Page 429

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE  
AND REPAIR AGREEMENT**

This SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between AG EHC II (EMP) MULTI STATE 2, LLC ("Owner") and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("County") (the words "Owner" and "County" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH:**

**WHEREAS**, Owner is the owner of certain real property located on Land Lot 691, of the 1st District of Fulton County, Georgia being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Development"); and

**WHEREAS**, Owner wishes to make improvements to the Development so as to provide for public and private use of the Development; and

**WHEREAS**, a portion of said improvements includes the installation of a sanitary sewer system to provide potable sanitary sewer to serve the users of and visitors to the Development; and

**WHEREAS**, County is the owner and operator of the Fulton County Sanitary Sewer System (the "System") which is permitted by the Georgia Environmental Protection Division ("EPD") as a Public Sanitary Sewer System allowed to provide sanitary sewer service to the public through a distribution system of sanitary sewer pipe lines and appurtenances; and

**WHEREAS**, EPD regulations require that where a permitted public sanitary sewer system is available, development and property requiring a sanitary sewer shall receive sanitary sewer service through an extension of the public service system; and

**WHEREAS**, Owner, for its own convenience and interests, intends to install, or has installed, a sanitary sewer system that does not conform to County standards with respect to accessibility for maintenance and repair and/or other standards not believed to affect the quality of the sewer system; and

**WHEREAS**, Owner intends to install, or has installed, a sanitary sewer system primarily on private property as opposed to within the public right-of-way where public sanitary sewer systems are more commonly installed with adequate access for operation, maintenance and repair; and

**WHEREAS**, the foregoing conditions require more explicit definitions of the responsibilities of both County and Owner, as well as future property owners within the Development that will be served by the Sanitary Sewer System.

**NOW, THEREFORE**, for and in consideration of the benefits to the Development and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and County do hereby agree, covenant and declare the following terms and conditions to apply to the Development. These terms and conditions shall be binding on all persons claiming under and through Owner.

1. Grant of System Ownership: Owner does hereby grant, bargain, convey, sell, assign and transfer, free and clear of all claims and encumbrances, representation or recourse, to the County all of Owner's right, title and interest in and to the sanitary sewer system as an extension of County's sanitary sewer system, including without limitation all mains, taps and connections, and related appurtenances. The foregoing transfer also includes all of Owner's right, title and interest in and to all manufacturers' warranties express or implied for the sanitary sewer system.
2. Extent of System: Owner agrees that for purposes of this Agreement, the sanitary sewer system begins at the publicly owned road right-of-way on which the Development fronts and is in existence prior to initiation of the Development, or at the County installed sanitary sewer outfall servicing the Development. The system extends along and to, but not beyond, the end of each sanitary sewer main (normally 8 inches or larger), to each and to any County furnished sanitary sewer service. Where service laterals are furnished by the Owner, the system shall end at the system connection to the residential cleanout.
3. Warranty: Owner agrees that they or their contractor(s) shall maintain the installed sanitary sewer mains and appurtenances for a period of fifteen (15) months from the date of FINAL approval or until the END OF MAINTENANCE INSPECTION shows no defects or deficiencies in the system by correcting all defects or deficiencies in materials and workmanship. Owner assumes all liability associated with any defects in either construction practices or materials used during the warranty period, including cost-recovery for any repairs facilitated by Fulton County made necessary by defects that resulted in loss of customer

service. Owner further agrees that the warranty period shall be extended an additional four (4) years when the defects are a direct result of the installation of non-conforming materials or the application of non-specified construction practices or methods. Owner shall release, indemnify, defend and hold harmless Fulton County, its officers, employees, assigns and agents, from and against any losses, claims, damages, liabilities, costs and expenses arising from said installation due to the negligence of Owner, its contractor(s), their agents, or employees.

4. Access: Owner agrees to provide the County with unrestricted access to the sanitary sewer system for any purpose related to the operation and/or maintenance of the system. Owner does hereby grant, bargain, sell, and convey to County and to County's successors and assigns a perpetual non-exclusive easement to access, use, maintain, repair, upgrade, replace, relocate and remove underground sanitary sewer lines and associated facilities in the private roads located on any recorded plat(s) (hereinafter the "Plats") of said Development as described on **Exhibit "A"**. County's right to access the Easement shall include methods for gaining entry through any locked gates or fencing for the purpose of handling emergency repairs 24 hours a day, 7 days a week as well as for any other action related to the Sanitary Sewer System. The County's access rights shall be formalized in a permanent easement agreement that is recorded and dedicated to Fulton County in **Deed Book 67227**, **Page(s) 75**, Fulton County, Georgia Real Estate Records. If applicable, sanitary sewer system easements shall be depicted on the final plat.
5. Sanitary Sewer Quality, Monitoring, and Reports: The County shall provide and maintain sanitary sewer service of a quality that, at a minimum, meets State and Federal regulations and shall monitor and report the quality of the sanitary sewer system as required by such regulations. With respect to commercial and/or mixed-use developments, the County reserves the right to take samples internal to the system and require improvements including, but not limited to, sampling stations and flushing units as needed to maintain sanitary sewer quality.
6. Reservation of Rights: Owner reserves the right to use the Easement as described in **Deed Book 67227** **Page 75** for any and all lawful purposes, except that such use may not unreasonably interfere with the exercise by County of its rights in the Easement granted thereby. Without limiting the generality of the foregoing: (i) Owner may grant and establish other easements in all or any part of the Easement, so long as the grant is lawful and does not materially interfere with the rights hereby granted to County, and (ii) Owner may construct within the Easement, streets, roads, parking lots, sidewalks, fences, landscaping, signage, lighting and other architectural or entry features that may be used in conjunction with the Development of which the Easement forms a part, however, such improvements may not cause damage to the sanitary sewer lines and associated facilities within the Easement. County shall use its best efforts not to interfere with or negatively impact the quiet enjoyment of Owner in the exercise by County of its rights pursuant to this Agreement. During periods of maintenance and repair, County shall endeavor to provide reasonable access for Owner and Owner's members and invitees across the Easement.

7. Responsibility for Maintenance and Repair:

(a) Residential-only Developments:

(i) Multi-family: Owners of multi-family residential developments shall promptly notify County of any identified system failures or needed maintenance or repairs. The County shall perform or cause to be performed through a contractor, maintenance, repairs and improvements to the sanitary sewer system as needed or as may be required to meet the requirements of State and Federal regulations. Owner shall bear sole responsibility for the cost of all such maintenance, repairs and improvements. The cost shall be added to the fee for providing sanitary sewer service and billed to the account(s) servicing the Development; singularly for any single account serving the development or divided equally among all active accounts should a singular account not exist. Costs shall be established as accrued in the County's work order system for County performed work or as charged by a contractor using fees established through the County's procurement system. Such costs shall include the cost to restore the Easement to as near to its original condition as is feasible, in accordance with Fulton County Standard details. Notwithstanding any other remedies available to the County pursuant to applicable state and/or local law, Owner's failure to pay the cost of such maintenance or repair may result in the interruption of sanitary sewer service. Notwithstanding the foregoing, sanitary sewer meters installed by the County shall be the County's responsibility to maintain and repair. Any work performed by County pursuant to this Agreement shall be done in a good workmanlike manner.

(ii) Single-family: Owners of single-family residential developments shall promptly notify County of any identified system failures or needed maintenance or repairs. The County, at County's cost and expense, shall perform or cause to be performed through a Contractor; maintenance, repairs and improvements to the sanitary sewer system as needed or as may be required to meet the requirements of State and Federal regulations. County hereby covenants and agrees that it shall be responsible for and carry out any and all maintenance or repair to the Easement necessitated or caused by the use of the Easement by County, its agents, contractors and employees for the specific purpose defined in this Agreement. After any exercise of County's rights under this Agreement, County shall, at its expense, promptly restore the Easement to as near to its original condition as is feasible, in accordance with Fulton County standard details. Maintenance responsibly by County for individual sanitary sewer service lines shall extend only to the end of the sanitary sewer mains (normally 8-inches or larger). Responsibility for any maintenance beyond the clean-out will be borne by the individuals being served. Any work performed by County pursuant to this Agreement shall be done in a good workmanlike manner.

(b) Commercial/Mixed-Use Developments: Commercial/Mixed-Use developments are those developments which are not solely residential in nature. Owner shall



promptly notify County of any identified system failures or needed maintenance or repairs. Owner shall be responsible for the performance and cost of all maintenance, repairs and improvements to the sanitary sewer system, including emergency repairs, as directed by the County or as may be required to meet the requirements of State and Federal regulations. All such effort shall be performed in compliance with applicable Fulton County and city standards and building codes with respect to materials and methods and be performed by a licensed utility contractor or plumber where applicable. Owner shall provide timely notice to County and provide opportunity for County to observe and inspect Owner provided maintenance, repairs or improvements so County may determine that such maintenance, repairs or improvements to the system are in compliance with County standards and applicable codes or regulations. Owner shall provide a report to County of all maintenance, repairs, or modifications to the system, to include materials and methods of construction and description of the work performed within 72 hours of performance. Notwithstanding the foregoing, the sanitary sewer system facilities installed by the County shall be the County's responsibility to maintain and repair.

- (c) Street Maintenance. The Owner shall be responsible for the adjustment to all sanitary sewer and sewer appurtenances (manhole covers, etc.) affected by street maintenance including repaving, seal coating, patching, crack sealing, topping, etc. The Owner shall adjust sanitary sewer and sewer appurtenances to fit flush with the street surface. All sewer appurtenances shall be cleaned of asphalt at the time of paving. Adjustments to take place a minimum of 24-hours to a maximum of 120-hours after maintenance. Any curbing that is replaced shall be remarked with the appropriate symbol showing the location of sewer laterals (S) in the shoulder or pavement of the road. Sewer symbols shall be painted orange. Any adjustment to the shoulder grade will also require adjustments of all sewer appurtenances affected by the adjustment to the shoulder grade. The Owner will be responsible for the adjustment of the appurtenances to the new grade.

The Owner shall be responsible to promptly notify Fulton County Department of Public Works, Sanitary Sewer Resources Unit of any proposed maintenance at 404-612-3061 in North Fulton and 404-612-3163 in South Fulton. Fulton County personnel shall inspect and approve all work performed by the Owner that affects sanitary sewer and sewer appurtenances. All work shall be done in accordance with Fulton County Standards and Specifications to the satisfaction of Fulton County personnel.

- 8. Notification to Future Owners: Owner shall make known to future owners of Development or any portions thereof of the requirements of this Agreement. Owner shall cause the following language to be included in all sales contracts for first owner occupants of developed property and on all plats and deeds associated with Development or subdivided parcels: "The owner and developer of this property has entered into a SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT with Fulton County which describes certain obligations associated with the

sanitary sewer system that are responsibilities of property owners within this development. The sanitary sewer system servicing this property and any subdivided parcels shall be owned by Fulton County for the purposes of providing sanitary sewer service of a quality meeting State and Federal Regulations. The owners of property served by the sanitary sewer system may be responsible for the cost of any and all maintenance and/or repair of the sanitary sewer system. The provision of an easement allowing Fulton County access to the sanitary sewer system for any reason shall not relieve property owners of their possible responsibility for the cost of maintenance and/or repair of the sanitary sewer system.”

9. Billing: Where a master meter is provided by County, Owner shall meter individual services on the sanitary sewer system using County standard meters and shall bill and collect fees for sanitary sewer usage by individual services. Individual services shall be billed based on County standard sanitary sewer service rates. Owner may incorporate a reasonable administrative fee for reading meters, calculating and transmitting bills, and collecting the fees for usage. Owner shall be responsible for any differential between master meter registered sanitary sewer usage and the sum of individual service sanitary sewer usage. Such usage shall be reconciled and billed on an annual basis or as otherwise deemed appropriate by County.
10. Indemnification: Owner, its successors and assigns, hereby agree to release, indemnify, defend and hold harmless the County, its Commissioners, officers, agents, employees, successors, assigns, elected officials, and any other person acting on its behalf, from and against any and all losses (including death), claims, demands, debts, damages, accounts, settlements, obligations, liabilities, costs, judgments and claims for attorney’s fees and/or expenses of litigation, and causes of action of any kind or nature, at law or in equity, arising out of the existence, installation, maintenance, repair, alteration, modification, deterioration or failure of any sanitary sewer systems or pipes located within Development. Said Owner 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 sanitary sewer line for the use of the property as herein agreed.
11. Notices. All notices and communications required or permitted hereunder shall be in writing. Any notices or demands shall be deemed to have been duly and sufficiently given if a copy thereof has been personally served, forwarded by expedited messenger or recognized overnight courier service with evidence of delivery or mailed by United States registered or certified mail in an envelope properly stamped and addressed to the applicable party at the addresses identified below or at such other address as such party may theretofore have furnished to the other party by written notice. The effective date of such notice shall be the date of actual delivery, except that if delivery is refused, the effective date of notice shall be the date delivery is refused. Notices shall be addressed as follows:

Owner:

AG EHC II (EMP) MULTI STATE 2, LLC  
c/o Essential Housing Asset Management LLC  
8585 E. Hartford Drive, Suite 118  
Scottsdale, AZ 85255  
Attn: Steven S. Benson

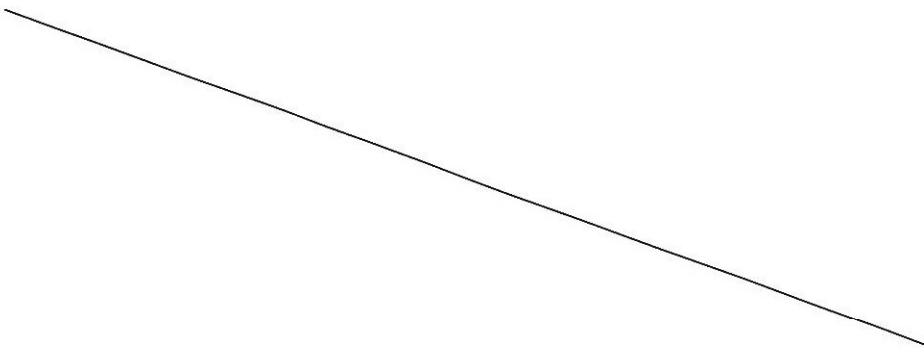
County:

David Clark, P.E.  
Director, Department of Public Works  
141 Pryor Street, S.W.  
Suite 6001  
Atlanta, GA 30303

12. Covenants Running with the Land: The provisions of this Agreement shall be deemed covenants running with the land for the benefit of the County and its assigns and shall pass to and be binding on Owner's heirs, assigns and successors in title to the Development or any subdivided portion thereof. Owner shall further include the provisions of this Agreement in the establishment of any other entity which may obtain ownership rights to any portion of the Development or the land thereof such as a Homeowners Association which shall own common area, or purchaser of any individual residential lot, or any tract of land for any purpose.
13. Joint and Several Liability: Owner and its successors and assigns, hereby agree that to the extent permitted by law, they shall be jointly and severally liable for all obligations defined in this Agreement, and the taking of any actions required under this Agreement.
14. Modification: This Agreement may not be modified except by written agreement between the County and all parties subject to this agreement or an entity such as a Homeowners Association representing all affected parties.
15. Governing Law: This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed and interpreted in accordance with the laws of the State of Georgia.
16. Severability: If any provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
17. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived, discharged, modified or terminated orally, except by a written instrument signed by the party against whom enforcement is sought.



18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.
19. Interpretation: No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision. For all purposes of interpretation or construction of this Agreement, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.
20. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.
21. Waiver. Nothing in this Agreement shall be construed as a waiver of sovereign immunity.
22. Miscellaneous. This Agreement may not be modified orally or in any manner other than by a written agreement signed by the parties hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. Time is of the essence in this Agreement. This Agreement shall be governed by the laws of the State of Georgia without regard to the conflict of law's provisions thereof.
23. Effective Date. This Agreement will become effective upon approval by the Fulton County Board of Commissioners of their interest in the Easement and will be recorded by County as soon as practicable after such approval and execution by County.
24. Recitals: All recitals contained herein are hereby incorporated by reference into this Agreement and made a part hereof
25. Recording: County shall record this document with the Clerk of the Fulton County Superior Court in the Land Records with a copy of the recorded documents provided to the Department of Public Works, Water Resources Division, and Owner.

A long, thin, diagonal line extending from the upper left towards the lower right, likely a placeholder for a signature or a decorative element.

IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

Signed sealed and delivered in the presence of

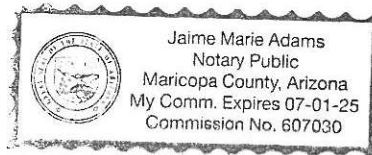
  
Unofficial Witness

\_\_\_\_\_

  
Notary Public  
My Commission Expires: 07/01/2025

(Notary Seal)

(Notary Stamp)



**OWNER**

AG EHC II (EMP) MULTI STATE 2, LLC

  
Signature (Authorized Party to Bind Owner Entity)

Steven S. Benson, its Manager  
Signatory's Name and Title (printed)

Owner's Address: AG EHC II (EMP) MULTI STATE 2, LLC  
c/o Essential Housing Asset management LLC  
8585 E. Hartford Drive, Suite 118  
Scottsdale, AZ 85255

[Signatures continued on next page.]

Signed, sealed and delivered this \_\_\_\_ day of \_\_\_\_\_, 2024 in the presence of:

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
[Notarial Seal]

APPROVED AS TO FORM

ATTEST:

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

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
David E. Clark, Director  
Department of Public Works

EXHIBIT "A"

(attach legal description and/or plat of the easement area)



Line Table		
Line #	Length	Direction
L1	20.00	N38°49'34"W
L2	116.06	N51°10'26"E
L3	142.12	N39°25'14"W
L4	126.01	S50°19'03"W
L5	20.00	N39°40'57"W
L6	126.00	N50°19'03"E
L7	128.03	N39°59'50"W
L8	29.04	N41°56'21"W
L9	32.16	S25°03'28"W
L10	95.50	S52°05'01"W
L11	20.00	N37°54'59"W
L12	90.69	N52°05'01"E

Line Table		
Line #	Length	Direction
L13	33.11	N25°03'28"E
L14	42.88	N61°06'51"W
L15	110.65	N47°41'51"W
L16	94.52	S43°49'03"W
L17	20.00	N46°10'57"W
L18	114.00	N43°49'03"E
L19	127.78	S47°41'51"E
L20	40.13	S61°06'51"E
L21	54.40	N30°20'50"E
L22	20.00	S59°55'07"E
L23	56.93	S30°20'50"W
L24	37.18	S41°56'21"E

Line Table		
Line #	Length	Direction
L25	138.48	S39°59'50"E
L26	172.42	S39°25'14"E
L27	136.27	S51°10'26"W

## SITE DATA

ADDRESS:  
3000 HEMBREE ROAD  
ALPHARETTA, GA 30009

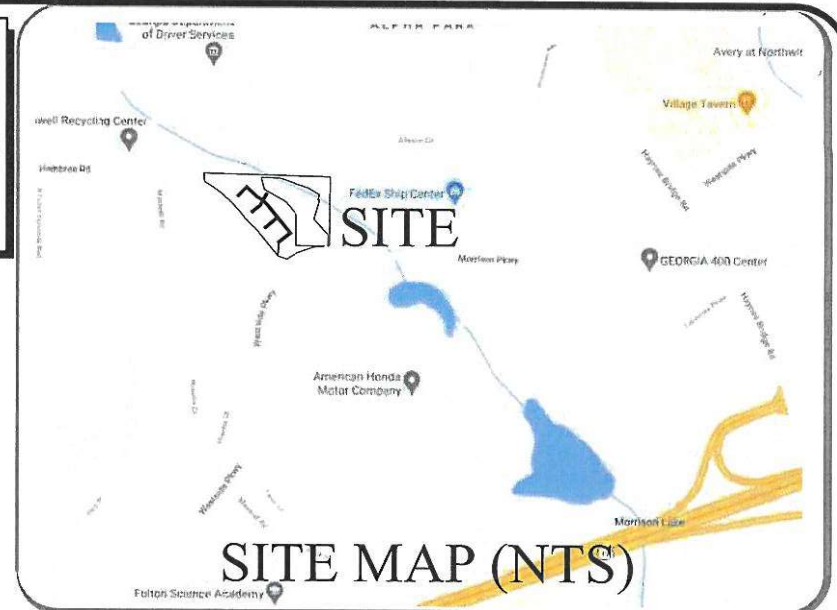
TAX PARCEL ID:  
12-259006910712

## CONTACT INFORMATION:

OWNER: KEVIN NORTON  
EMPIRE COMMUNITIES

ADDRESS: 5775 GLENRIDGE DR  
BLDG B, SUITE 350  
ATLANTA, GA 30328

PHONE: 770-541-6910



## LEGAL DESCRIPTION (SEWER EASEMENT EXHIBIT)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 691 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT A RIGHT-OF-WAY (R/W) CONCRETE MONUMENT FOUND LOCATED AT THE WESTERLY MITER INTERSECTION OF THE NORTHWESTERLY R/W LINE OF MORRISON PARKWAY (VARIABLE R/W PUBLIC) AND THE NORTHEASTERLY R/W LINE OF HEMBREE ROAD (VARIABLE R/W PUBLIC); THENCE NORTH 04 DEGREES 25 MINUTES 24 SECONDS EAST A DISTANCE OF 96.33 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 38 DEGREES 49 MINUTES 34 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 51 DEGREES 10 MINUTES 26 SECONDS EAST A DISTANCE OF 116.06 FEET TO A POINT; THENCE NORTH 39 DEGREES 25 MINUTES 14 SECONDS WEST A DISTANCE OF 142.12 FEET TO A POINT; THENCE SOUTH 50 DEGREES 19 MINUTES 03 SECONDS WEST A DISTANCE OF 126.01 FEET TO A POINT; THENCE NORTH 39 DEGREES 40 MINUTES 57 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 50 DEGREES 19 MINUTES 03 SECONDS EAST A DISTANCE OF 126.00 FEET TO A POINT; THENCE NORTH 39 DEGREES 59 MINUTES 50 SECONDS WEST A DISTANCE OF 128.03 FEET TO A POINT; THENCE NORTH 41 DEGREES 56 MINUTES 21 SECONDS WEST A DISTANCE OF 29.04 FEET TO A POINT; THENCE SOUTH 25 DEGREES 03 MINUTES 28 SECONDS WEST A DISTANCE OF 32.16 FEET TO A POINT; THENCE SOUTH 52 DEGREES 05 MINUTES 01 SECONDS WEST A DISTANCE OF 95.50 FEET TO A POINT; THENCE NORTH 37 DEGREES 54 MINUTES 59 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 52 DEGREES 05 MINUTES 01 SECONDS EAST A DISTANCE OF 90.69 FEET TO A POINT; THENCE NORTH 25 DEGREES 03 MINUTES 28 SECONDS EAST A DISTANCE OF 33.11 FEET TO A POINT; THENCE NORTH 61 DEGREES 06 MINUTES 51 SECONDS WEST A DISTANCE OF 42.88 FEET TO A POINT; THENCE NORTH 47 DEGREES 41 MINUTES 51 SECONDS WEST A DISTANCE OF 110.65 FEET TO A POINT; THENCE SOUTH 43 DEGREES 49 MINUTES 03 SECONDS WEST A DISTANCE OF 94.52 FEET TO A POINT; THENCE NORTH 46 DEGREES 10 MINUTES 57 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 43 DEGREES 49 MINUTES 03 SECONDS EAST A DISTANCE OF 114.00 FEET TO A POINT; THENCE SOUTH 47 DEGREES 41 MINUTES 51 SECONDS EAST A DISTANCE OF 127.78 FEET TO A POINT; THENCE SOUTH 61 DEGREES 06 MINUTES 51 SECONDS EAST A DISTANCE OF 40.13 FEET TO A POINT; THENCE NORTH 30 DEGREES 20 MINUTES 50 SECONDS EAST A DISTANCE OF 54.40 FEET TO A POINT; THENCE SOUTH 59 DEGREES 55 MINUTES 07 SECONDS EAST A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 30 DEGREES 20 MINUTES 50 SECONDS WEST A DISTANCE OF 56.93 FEET TO A POINT; THENCE SOUTH 41 DEGREES 56 MINUTES 21 SECONDS EAST A DISTANCE OF 37.18 FEET TO A POINT; THENCE SOUTH 39 DEGREES 59 MINUTES 50 SECONDS EAST A DISTANCE OF 138.48 FEET TO A POINT; THENCE SOUTH 39 DEGREES 25 MINUTES 14 SECONDS EAST A DISTANCE OF 172.42 FEET TO A POINT; THENCE SOUTH 51 DEGREES 10 MINUTES 26 SECONDS WEST A DISTANCE OF 136.27 FEET TO A POINT AND THE TRUE POINT OF BEGINNING, SAID TRACT HAVING AN AREA OF 0.483 ACRES (21,059 SQUARE FEET).

## ENCROACHMENT TABLE

STORMWATER PIPE: 140 SQ-FT  
WATER PIPE: 102 SQ-FT  
TOTAL: 242 SQ-FT

## LEGEND



**PEC+** Planners & Engineers Collaborative+  
LAND PLANNING • SURVEYING & CONSTRUCTION • CIVIL ENGINEERING •  
ARBORISTS • LANDSCAPE ARCHITECTURE • WATER RESOURCES

350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092  
(770)451-2741 WWW.PEC.PLUS  
C.O.A.-LSF000004

LDP NUMBER: 22-002-WR **SEWER EASEMENT EXHIBIT**  
**FOR:**  
**FIREFLY**

COUNTY FULTON  
STATE OF GEORGIA  
CITY OF ALPHARETTA  
LAND LOT(S) 691  
DISTRICT 1st SECTION 2nd

0 20 40 80



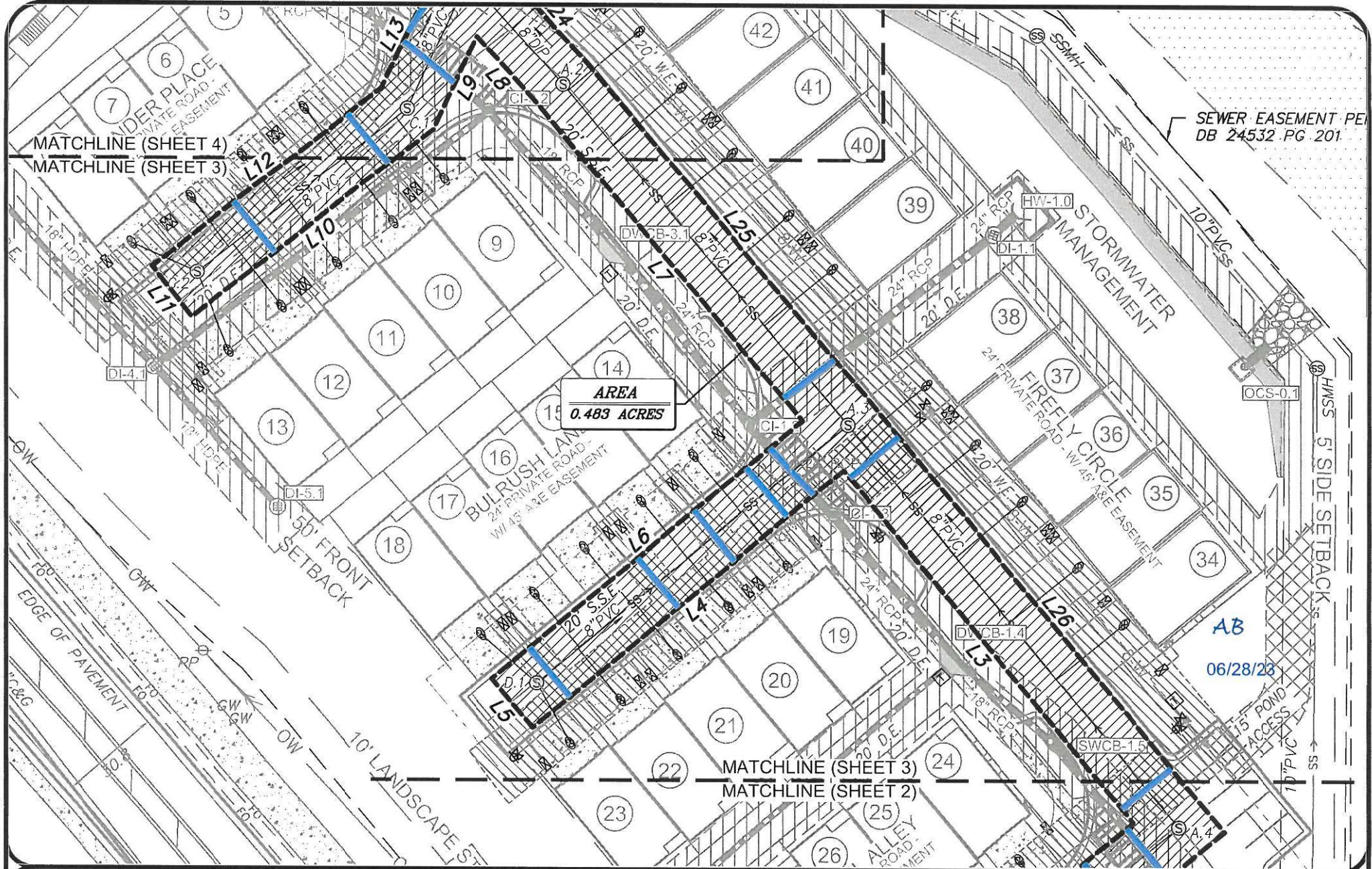
SHEET 1 OF 4

DRAWN BY: FA  
CHECKED BY: FA  
FILE NO.: 16182.00  
DATE: 03/20/23  
SCALE: 1"=40'









SEWER EASEMENT PER  
DB 24532 PG. 201

AREA  
0.483 ACRES

AB  
06/28/23

**PEC+** Planners & Engineers Collaborative+  
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 C.O.A.-LSF000004

LDP NUMBER: 22-002-WR **SEWER EASEMENT EXHIBIT**  
**FOR:**  
**FIREFLY**

COUNTY FULTON  
 STATE OF GEORGIA  
 CITY OF ALPHARETTA  
 LAND LOT(S) 691  
 DISTRICT 1st SECTION 2nd

0 20 40 80



SHEET 3 OF 4

DRAWN BY: FA  
 CHECKED BY: FA  
 FILE NO.: 16182.00  
 DATE: 03/20/23  
 SCALE: 1"=40'











# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0064

**Meeting Date:** 1/22/2025

### Department

Finance

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

Ratification of December 2024 Grants Activity Report.

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

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

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

Open and Responsible Government

### Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

**Is this a purchasing item?**

No

### Summary & Background

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

Fulton County departments report the following grants activity:

- Applications Submitted/Pending: 2 (\$75,250.00 + \$0 Cash Match)

- Applications Awarded:   1   (\$54,000.00 + \$0 Cash Match)

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

- Justice and Safety
- Arts and Libraries
- Infrastructure and Economic Development

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

- Total Applications Submitted/Pending:   13   (\$109,334,455.00 + \$1,414,934.25 Cash Match)
- Total Applications Awarded:  58  (\$31,181,461.45 + \$278,170.06 Cash Match)
- Total Grant Applications Denied:   9   (\$9,229,989.62 + No Cash Match)

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



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

Presented to:  
Fulton County Board of Commissioners  
Wednesday, January 22, 2025  
Second Meeting

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



## Exhibit 1: Board Grants Ratification Summary

### Grants Submitted and/or Awarded December 1, 2024 - December 31, 2024

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

# EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

## Fulton County FY2024 December Grants Activity Report

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

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

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
JUSTICE AND SAFETY							
Sheriff	United States Marshal Service	Joint Law Enforcement Operations Task Force	Request approval to accept a repeat grant from the United States Marshal Service in the amount of \$54,000.00 to cover overtime compensation benefits for staff participating on the Joint Law Enforcement Task Force. The grant period is from October 24, 2024 through September 30, 2025.				
			No County Cash Match	\$ 54,000.00	\$ -	Awarded	\$ 54,000.00
			Subtotal:	\$ 54,000.00	\$ -		
HEALTH AND HUMAN SERVICES							
ARTS AND LIBRARIES							
Library	American Heart Association	Collaboration for Equitable Health Supplemental Funding	Request approval to apply and accept a repeat grant from the American Heart Association in the amount of \$5,250.00. The funding will support the partnership between Fulton County Library and American Heart Association to provide marketing and advertising of blood pressure cuffs that are available at all Fulton County Libraries. The purpose is to reduce the risk of heart disease, hypertension, and stroke for Fulton County Citizens. The grant period is from January 1, 2025 through December 31, 2025.				
			No County Cash Match	\$ 5,250.00	\$ -	Pending	\$ -
			Subtotal:	\$ 5,250.00	\$ -		
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT							
Select Fulton	Technical College System of Georgia	Title I - Workforce Innovation and Opportunity Act of 2014	Request approval to apply and accept a repeat grant from the Technical College System of Georgia in the amount of \$70,000.00. The funding will provide and assist Fulton County residents in obtaining and maintaining unsubsidized employment that leads to self-sufficiency. Participants will also receive training, retraining and skills upgrades. The grant period is from January 1, 2025 through December 31, 2025.				
			No County Cash Match	\$ 70,000.00	\$ -	Pending	\$ -
			Subtotal:	\$ 70,000.00	\$ -		
OPEN AND RESPONSIBLE GOVERNMENT							
REGIONAL LEADERSHIP							
			TOTAL:	\$ 129,250.00	\$ -		



## Exhibit 2: All Grants Activity

Cumulative Through December 31, 2024

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

## EXHIBIT 2: ALL GRANTS ACTIVITY

### CUMULATIVE & CURRENT PERIOD (AS OF December 31, 2024)

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

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

ALL GRANTS ACTIVITY						
All Grants	Prior Period Grants	Prior Period Funds	Current Period Grants: 12/1/2024-12/31/2024	Current Period Funds: 12/1/2024-12/31/2024	Cumulative Total Grants	Cumulative Total Funds
Grants Pending^	11	\$ 109,259,205.00	2	\$ 75,250.00	13	\$ 109,334,455.00
Grants Awarded*	57	\$ 31,127,461.45	1	\$ 54,000.00	58	\$ 31,181,461.45
Grants Denied	9	\$ 9,229,989.62	0	\$ -	9	\$ 9,229,989.62
Cash Match Requested-2024	-	\$ 1,693,104.31	-	\$ -	-	\$ 1,693,104.31
<b>Total:</b>	<b>77</b>	<b>\$ 151,309,760.38</b>	<b>3</b>	<b>\$ 129,250.00</b>	<b>80</b>	<b>\$ 151,439,010.38</b>

ALL GRANTS AWARDED, NEW VS. RENEWAL						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 12/1/2024-12/31/2024	Current Period Funds: 12/1/2024-12/31/2024	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	18	\$ 12,442,732.47	0	\$ -	18	\$ 12,442,732.47
Renewal/Repeat Grant Awards	39	\$ 18,684,728.98	1	\$ 54,000.00	40	\$ 18,738,728.98
<b>Total:</b>	<b>57</b>	<b>\$ 31,127,461.45</b>	<b>1</b>	<b>\$ 54,000.00</b>	<b>58</b>	<b>\$ 31,181,461.45</b>

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 12/1/2024-12/31/2024	Current Period Funds: 12/1/2024-12/31/2024	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards	30	\$ 9,283,065.31	0	\$ -	30	\$ 9,283,065.31
Formula Grant Awards^^	27	\$ 21,844,396.14	1	\$ 54,000.00	28	\$ 21,898,396.14
<b>Total:</b>	<b>57</b>	<b>\$ 31,127,461.45</b>	<b>1</b>	<b>\$ 54,000.00</b>	<b>58</b>	<b>\$ 31,181,461.45</b>

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

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

**NOTE:** (\$238,216.64) was not approved during the Feb24 BOC meeting-grant was turned back and being noted on the October 2024 Report as denied

\*May 2024 GAR Correction: Superior Court grant in the amount of \$43,100.00 was incorrectly titled "Accountability Court Adult Felony Drug Court," It was corrected to "Community Service Board".

\*May 2024 GAR Correction: Superior Court grant in the amount of \$100,000.00 was incorrectly titled "Accountability Courts Drug Court Program," it was corrected to "Drug Court."

\*January 2024 Adjustment: Solicitor General applied for a grant for \$45,330.48. It was reported awarded, but this amount was not awarded.







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0065

**Meeting Date:** 1/22/2025

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### Department

Solicitor General

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

Request approval of an agreement and partnership between the Fulton County Solicitor General's Office and the City of Atlanta for the sharing of criminal case records from the City's Court Case Management system to the Fulton County Courts Management system through a middleware solution.

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

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

Justice and Safety

### Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

### Is this a purchasing item?

No

### Summary & Background

The Solicitor General's office has worked closely with the City of Atlanta IT, Courts, and Mayoral Office on creating a technical solution that would prove beneficial for the business processes between the municipality and our office. Both the City of Atlanta and the Office of Solicitor General are prepared to implement a Middleware "bridge" from the City of Atlanta courts to the respective prosecuting office in Fulton County. FCIT is aware, involved and supportive of this initiative. The City of Atlanta has procured a vendor to create this middleware, and all parties are prepared to begin implementing this middleware bridge with the BOC approval.

**Scope of Work:**

**Community Impact:** The new solution will allow us to implement a strategy to provide Middleware services for the City of Atlanta court information systems in a flexible manner to allow for electronic interaction with Fulton County court information systems. This strategy will eliminate the need to rely on a manual process for exchanging case information between the City of Atlanta and the Office of the Fulton County Solicitor General.

**Department Recommendation:**

**Project Implications:**

**Community Issues/Concerns:**

**Department Issues/Concerns:**

**Fiscal Impact / Funding Source**

**Funding Line 1:**

n/a

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF ATLANTA  
AND  
FULTON COUNTY**

This Memorandum of Understanding (“**MOU**”) is effective as of \_\_\_\_\_, by and between the **CITY OF ATLANTA** (“Atlanta” or “City”) on behalf of the **MUNICIPAL COURT OF ATLANTA** (“**MCA**”), the court established pursuant to the provisions of Article VI, Section I, of the Constitution of Georgia, and Title 36 of the O.C.G.A., as amended, and **FULTON COUNTY, GEORGIA** (the “County”) on behalf of the **OFFICE OF THE FULTON COUNTY SOLICITOR GENERAL** (“**FCSG**”), for the sharing of certain records from the City’s Court Case Management System and Fulton County’s Court Management System.

**WHEREAS**, FCSG and the MCA share a mutual interest and responsibility in ensuring justice for the citizens of the State of Georgia, particularly the Atlanta metropolitan area; and

**WHEREAS**, Middleware is software and cloud services that different applications use to communicate with each other;

**WHEREAS**, Catalis Benchmark Software is the court case management system for the Municipal Court of Atlanta; and

**WHEREAS**, Tyler Technologies Odyssey Software is the Judicial and Detainee Records module for Fulton County;

**WHEREAS**, the City and County are focusing efforts to provide the most efficient means for binding cases over from the MCA to FCSG for improved public safety and more efficient court processing;

**WHEREAS**, MCA will transfer all files in its possession that are subject to the bindover order to the FCSG electronically as jurisdiction dictates.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto, the parties do mutually agree to the above recitals and as follows:

**I. FULTON COUNTY DATA**

FCSG will provide access to all identified fields in Section II.1. below required from the Odyssey Attorney Case Manager.

**II. DESCRIPTION OF INTERGRATION METHODS**

MCA and FCSG will provide for both Catalis Benchmark Software and Tyler Technologies Odyssey Software to interact with Middleware in the following manner:

1. Atlanta Court Case Management System – Benchmark (Catalis)
  - a. Database fields & file format – see item 1. Below.
  - b. Specific Data Points from Bind Over Package needed for new system includes:
    1. Defendant Name
    2. Defendant Address
    3. Defendant Race
    4. Defendant Sex
    5. Defendant Driver's License #
    6. Defendant Date of Birth
    7. Defendant Offence Description
    8. Defendant Offence Code
    9. Defendant Ticket #
    10. Defendant Bond Amount
    11. Defendant 10 Digit GBI/FBI number (identifies the fingerprint & offense)
    12. So Ordered date:
    13. Bonding Company
    14. Bond Number
    15. CICA#
    16. Companion Case Number
    17. Officer's name
    18. Officer number
    19. Disposition (should always be Bound Over)
  - c. All data (Items 1 – 11, 15 – 19) should be automatically updated in Odyssey upon acceptance of the case.
  - d. Where possible, the Prosecutor's file, as well as the Clerk's Bind Over order should be transferred together.
  - e. Media (e.g., video) is transferred via the Evidence.com system.
2. Fulton County Odyssey Attorney Manager (vendor: Tyler Technologies)
  - a. Database fields & file format – see item 1. Above.

\* The purpose of this being directly submitted to the Attorney Manager module is because of the sensitive data being transmitted.

### **III. USE AND RESTRICTIONS ON MIDDLEWARE ACCESS AND AUDIT LOGGING**

MCA currently limits access to the Catalis Benchmark Software, and specific data sources can be further restricted to designated user groups as required. The Middleware solution requires robust activity logs; the auditing system records every search action taken by each user, and these logs are retained indefinitely.

#### **IV. TERM AND TERMINATION**

This MOU will become effective upon the signature of the authorized representatives of both parties and the initial term shall expire December 31, 2025. There shall be three (3) optional one (1) year renewal terms each of which shall, if approved, commence January 1<sup>st</sup> and expire December 31<sup>st</sup> of the subject renewal year. The renewal of this agreement will be subject to the authority of the Atlanta City Council and Fulton County Board of Commissioners. This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to the other party at least ninety (90) days prior to the effective date of cancellation or termination.

#### **V. TERMINATION FOR LACK OF APPROPRIATIONS**

If, during any year in this Agreement, legislation establishing the payment amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the Term for which the payment amount has been legislatively authorized; provided however that Task Orders funded out of previously legislatively authorized amounts may continue beyond such termination date.

#### **VI. COSTS**

There shall be no cost to either party for its participation in the program under this MOU.

#### **VII. AUDIT**

This agreement and its provisions are subject to audit by the City of Atlanta. The participating parties agree to permit such audits and agree to maintain all records relating to any transactions and for the entirety of the partnership. Audits may include reviews of any and all records, documents, reports, account invoices, receipts of expenditures related to the agreement, as well as interviews of any and all personnel involved in these transactions.

#### **VIII. GENERAL TERMS**

- a. Notices. Any notices under this MOU shall be in writing and sent to the respective party at the addresses following this provision and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by email with a copy sent by another means specified in this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any party may change its address for communications by notice in accordance with this Section.

If to the City of Atlanta: **City of Atlanta**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Fulton County:

**Fulton County Solicitor General  
160 Pryor St. SW, Third Floor  
Atlanta, Georgia 30303**

With a copy to:

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

- b. Governing Law. This MOU is entered into and shall be governed by the laws and regulations of the State of Georgia. Any claims arising from this MOU shall be governed by the laws of the State of Georgia, and the venue shall be the state or superior court located in Fulton County, Georgia.
- c. Waiver. Any waiver by the Parties or failure to enforce their rights under this MOU shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this MOU, and this MOU shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, MOU, or waiver of this MOU will be binding on the Grantee unless executed in writing by an authorized representative of the Grantee.
- d. Assignment. Neither this MOU nor any rights or obligations under it are assignable in any manner without the prior written consent of the other party and any attempt to do so without such written consent shall be void *ab initio*.
- e. Severability. If any provision of this MOU is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this MOU.
- f. Further Assurances. Each party shall provide such further documents or instruments required by the other party as may be reasonably necessary to give effect to this MOU.
- g. No Drafting Presumption. No presumption of any applicable law relating to the interpretation of contracts against the drafter shall apply to this MOU.
- h. Survival. Any provision of this MOU which contemplates performance or observance after any termination or expiration of this MOU or which must survive to give effect to its meaning shall survive the expiration or termination of this MOU.
- i. Third-Party Beneficiaries. This MOU is not intended, expressly or implicitly, to confer on any other person any rights, benefits, remedies, obligations, or liabilities.
- j. Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under

this MOU are cumulative and are in addition to and not in lieu of any other remedies available under applicable law, in equity or otherwise.

- k. Entire Agreement. This MOU contains the entire agreement of the parties relating to the subject matter hereof and supersedes all previous communications, representations, or agreements, oral or written, between the parties with respect to such subject matter. This MOU may only be amended or modified in writing and executed by each party's authorized representative.

*[ Remainder of Page Intentionally Blank, Signatures on the Following Page]*



IN WITNESS WHEREOF, the parties hereto have authorized, executed, and entered this MOU effective as of the date first written above.

By: \_\_\_\_\_  
Andre Dickens, City of Atlanta Mayor

By: \_\_\_\_\_  
Patrise Perkins-Hooker, City of Atlanta City Attorney

By: \_\_\_\_\_  
Christopher Ward, City of Atlanta Chief Judge

By: \_\_\_\_\_  
Robb L. Pitts, Chairman, Fulton County Commission

By: \_\_\_\_\_  
Keith E. Gammage, Fulton County Solicitor General

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





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0068

**Meeting Date:** 1/22/2025

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

Presentation of Proclamations and Certificates.

Proclamation recognizing “Medicolegal Death Investigations Professionals Week.” **(Ellis/BOC)**





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0070

**Meeting Date:** 1/22/2025

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### Department

Finance

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

Review and approve the FY2025 Final Adopted Budget and FY2025 Budget Resolution.

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

Approval of FY2025 Final Adopted Budget and FY2025 Budget Resolution and any other action deemed necessary by the BOC on the budget.

### 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** Presentation and request approval of the following FY2025 Final Adopted Budgets and FY2025 Budget Resolution in accordance with the Budget ordinance which provides for the Board of Commissioners to approve the final budget on the second meeting in January (January 22, 2025).

- a) 2025 Final Adopted General Fund
- b) 2025 Final Adopted Fulton Industrial District Fund
- c) 2025 Final Adopted Animal Services Fund
- d) 2025 Final Adopted Communications "911" Fund
- e) 2025 Final Adopted Bond Fund

- f) 2025 Final Adopted Risk Management Fund
- g) 2025 Final Adopted Wolf Creek Fund
- h) 2025 Final Adopted Special Appropriations Funds
- i) 2025 Final Adopted Updated Personnel Control Schedule (New Position List)
- j) 2025 Final Adopted Annual Hardware/Software Maintenance and Support Contracts List

The Administration will provide response to the Board of Commissioners (BOC) comments from the last BOC meeting before January 22, 2025.





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0071

**Meeting Date:** 1/22/2025

---

### Department

County Manager

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

Presentation of the Fulton County Operational Report.

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

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

Open and Responsible Government

### Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

**Is this a purchasing item?**

No





# Fulton County Operational Report

January 22, 2025

Board of Commissioners Meeting

# AGENDA

- **Justice**
  - **Project ORCA and Justice System Update**
  - **Jail Blitz Plan**
- **Focus Areas**
  - **Energy and Sustainability Update**
  - **Animal Shelter Population**
- **Finance and Purchasing**
  - **ARPA Reporting**
  - **Monthly Financials**
  - **Emergency and County Manager Contracts**



# **Project ORCA & Justice System**



FULTON COUNTY GOVERNMENT

# Project **ORCA** & Justice System Update

JANUARY 22, 2025

## AGENDA

**01** **ORCA CASE REDUCTION**

**02** **JUSTICE SYSTEM SCORECARD**

**03** **JAIL POPULATION UPDATE**

# PROJECT OVERVIEW

Since the beginning of COVID-19, the Fulton County Court System has amassed a significant and unprecedented level of cases. Project ORCA will address this challenge by utilizing a combination of capacity expansion and productivity enhancement initiatives to expedite the case adjudication process.

**Over 93% of all original ORCA cases have been disposed**

## CASE ACCUMULATION DEFINED

All cases (hearings, filings, applications) that were initiated before and during the pandemic (including those currently awaiting formal charging or filing) that have been impacted due to current limitations at various stages of the case administration process.

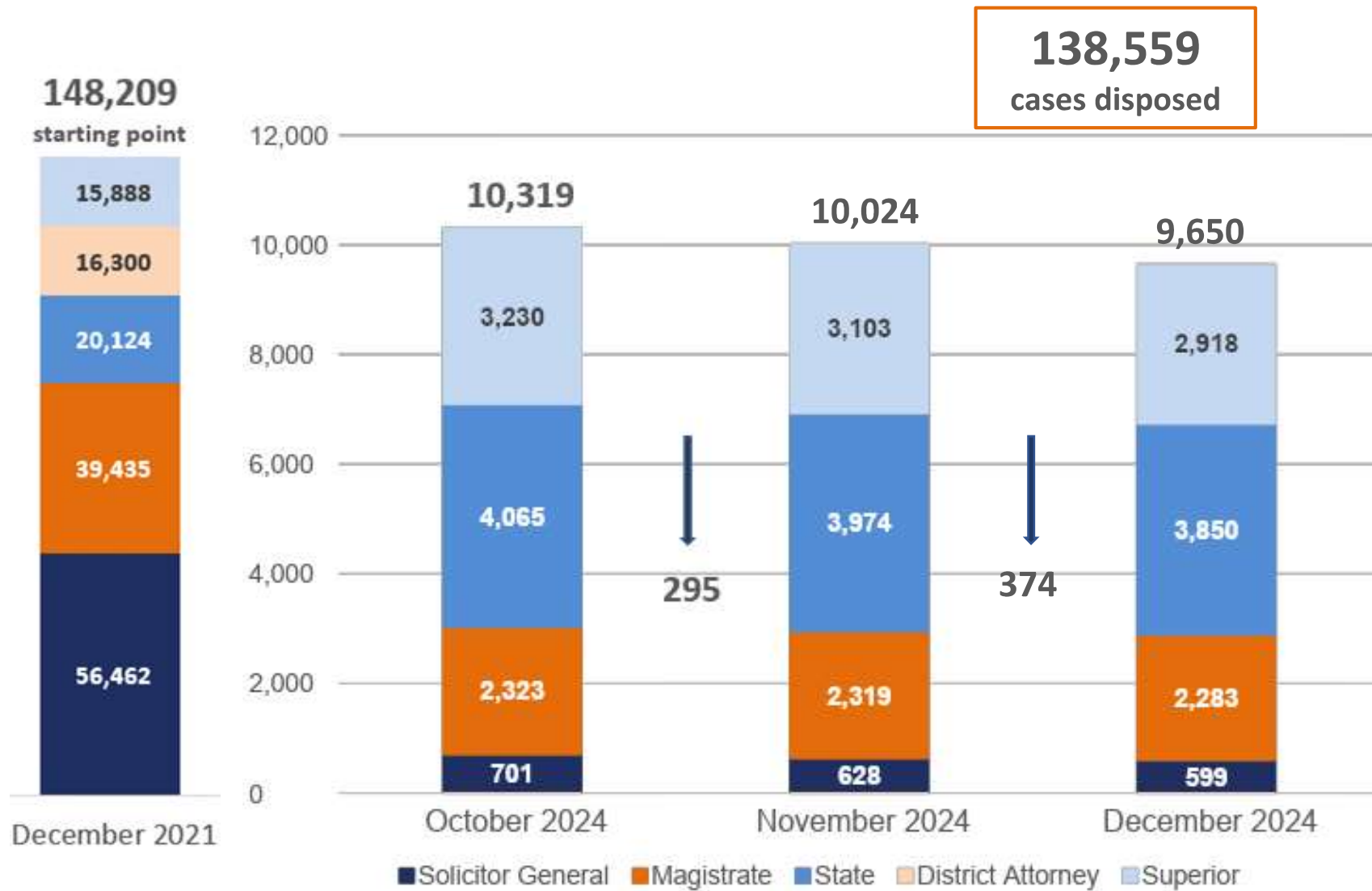


The COVID-19 Case Resolution Project began on **December 6, 2021** with **148,209** open and active cases.

As of **December 31, 2024**, **138,559** cases have been disposed. There are **9,650** pending open and active cases.

# PROJECT ORCA CASE REDUCTION

## DISPOSITIONS BY OFFICE





# PROJECT ORCA CASE REDUCTION

## REMAINING CASE COMPOSITION



### State Court

Case Type/Status	Remaining Cases	Resolution Timeline
Misdemeanor	850	Q4 2025
Citation Only	90	Q2 2025
Civil	226	Q4 2025
Dormant/Inactive	2,684	<i>Undetermined</i>
<b>Total</b>	<b>3,850</b>	

### Solicitor General

Case Type/Status	Remaining Cases	Resolution Timeline
Traffic	599	Q4 2025
<b>Total</b>	<b>599</b>	

### Magistrate Court

Case Type/Status	Remaining Cases	Resolution Timeline
Abandoned Motor Vehicle	620	TBD
Garnishment	1,467	TBD
Dispossessory	12	TBD
Small Claims	62	TBD
Criminal	122	TBD
<b>Total</b>	<b>2,283</b>	

### Superior Court

Case Type/Status	Remaining Cases	Resolution Timeline
Civil	196	Q3 2025
Civil (inactive/stayed)	107	<i>Undetermined</i>
Family/Domestic	863	Q2 2025
Criminal	606	Q3 2025
Judicial Hold (criminal)	1,146	<i>Undetermined</i>
<b>Total</b>	<b>2,918</b>	

# PROJECT ORCA CASE REDUCTION

## CASE DISPOSITION SUMMARY



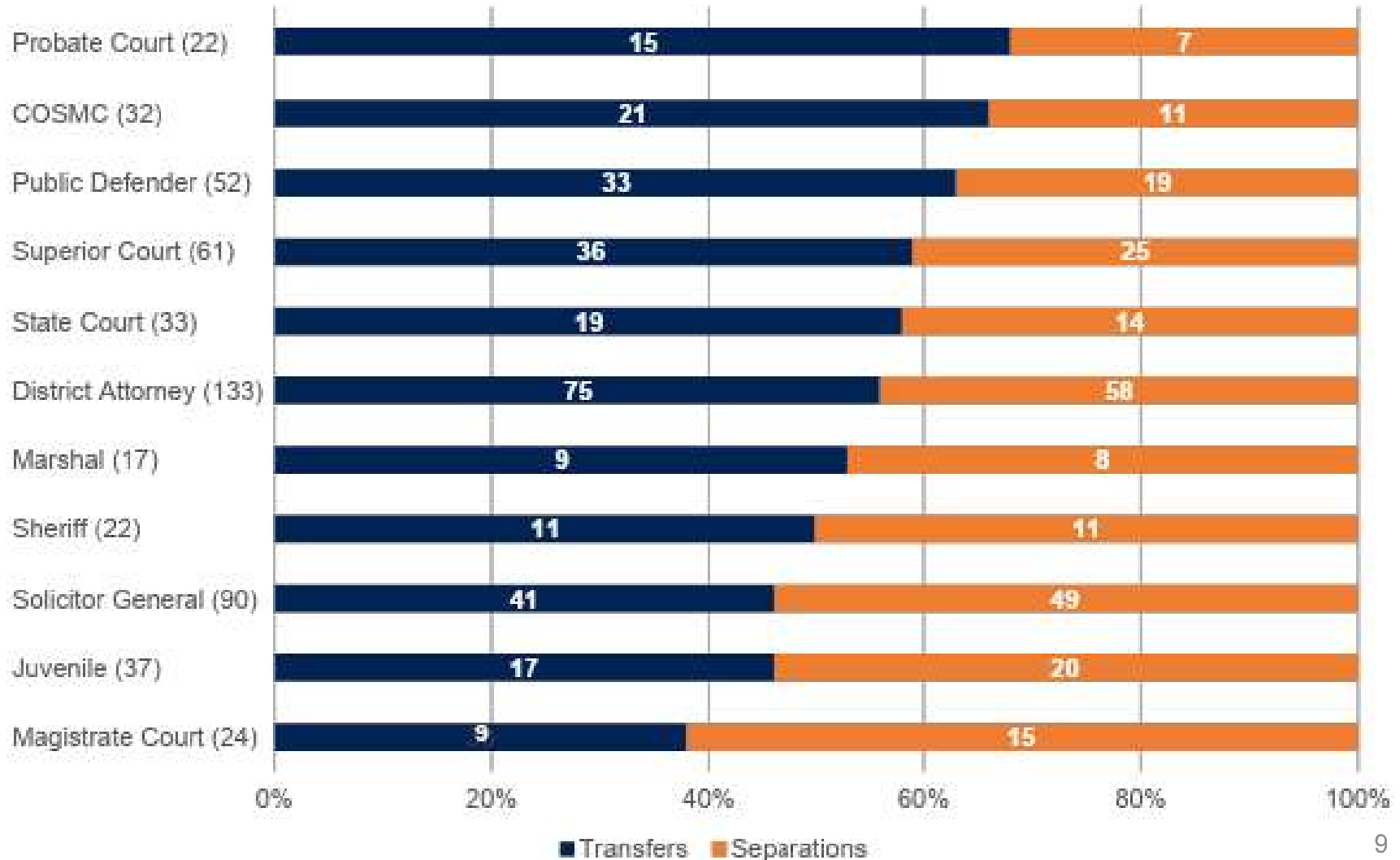
Office	December 2024 (Last full month)	Project To Date (12/6/2021 through 12/31/2024)
	Actual	Actual
Superior	185	17,553
District Attorney	0	16,300
State	124	19,543
Solicitor General	29	56,551
Magistrate	36	36,479
<b>Overall</b>	<b>374</b>	<b>146,426</b>

# PROGRAM STAFFING

## TRANSFERS & SEPARATIONS



Total staff hired: 523  
Total transfers: 286  
Total separations: 237



# ACKNOWLEDGEMENTS

## PROJECT ORCA PARTNERS



<b>County Leadership</b>	Board of Commissioners	
	County Administration	
<b>Courts</b>	Superior Court	Chief Judge Glanville
	State Court	Chief Judge Tailor
	Magistrate Court	Chief Judge Kirk
	Probate Court	Chief Judge Johnson
	Juvenile Court	Chief Judge Turner
<b>Clerk</b>	Clerk of Superior & Magistrate Courts	Clerk Alexander
<b>Attorneys</b>	Public Defender	PD Kenner
	Solicitor General	SG Gammage
	District Attorney	DA Willis
<b>Law Enforcement</b>	Sheriff's Office	Sheriff Labat
	Marshal's Department	Marshal McKee



FULTON COUNTY GOVERNMENT

# Project **ORCA** & Justice System Update

JANUARY 22, 2025

## AGENDA

- 01 ORCA CASE REDUCTION
- 02 **JUSTICE SYSTEM SCORECARD**
- 03 JAIL POPULATION UPDATE

# CUMULATIVE CASE REDUCTION JUSTICE SYSTEM SCORECARD



MEASURE	GOAL	MAY 2023 BASELINE	NOVEMBER 2024	DECEMBER 2024	DELTA <i>(previous month vs. current month)</i>
Average Length of Stay	30 days	71 days	47 days	48 days	1 day increase
Jail Population Unindicted without other charges	10%	34%	18%	16%	2% decrease
Clearance Rate for Felony Criminal Cases	100%	72%	91%	88%	3% decrease
Felony Cases Disposed within 180 Days	90%	25%	31%	28%	3% decrease
Felony Cases Disposed within 365 Days	98%	63%	61%	56%	5% decrease



FULTON COUNTY GOVERNMENT

# Project **ORCA** & Justice System Update

JANUARY 22, 2025

## AGENDA

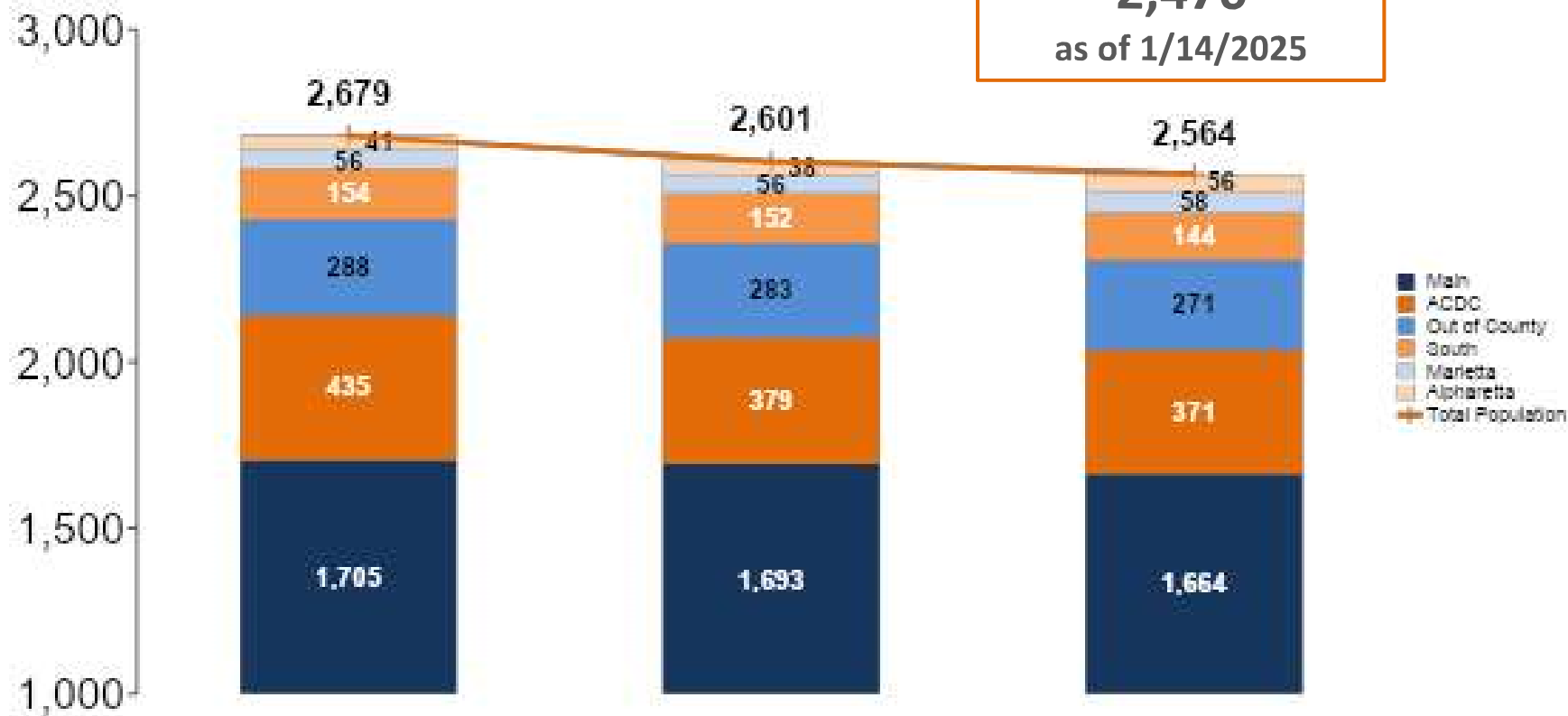
- 01** ORCA CASE REDUCTION
- 02** JUSTICE SYSTEM SCORECARD
- 03** **JAIL POPULATION UPDATE**



# AVERAGE MONTHLY POPULATION



**2,476**  
as of 1/14/2025



	Oct	Nov	Dec
Book In	426	428	390
Book Out	453	435	428
Net	27	7	38

# AVERAGE MONTHLY JAIL POPULATION

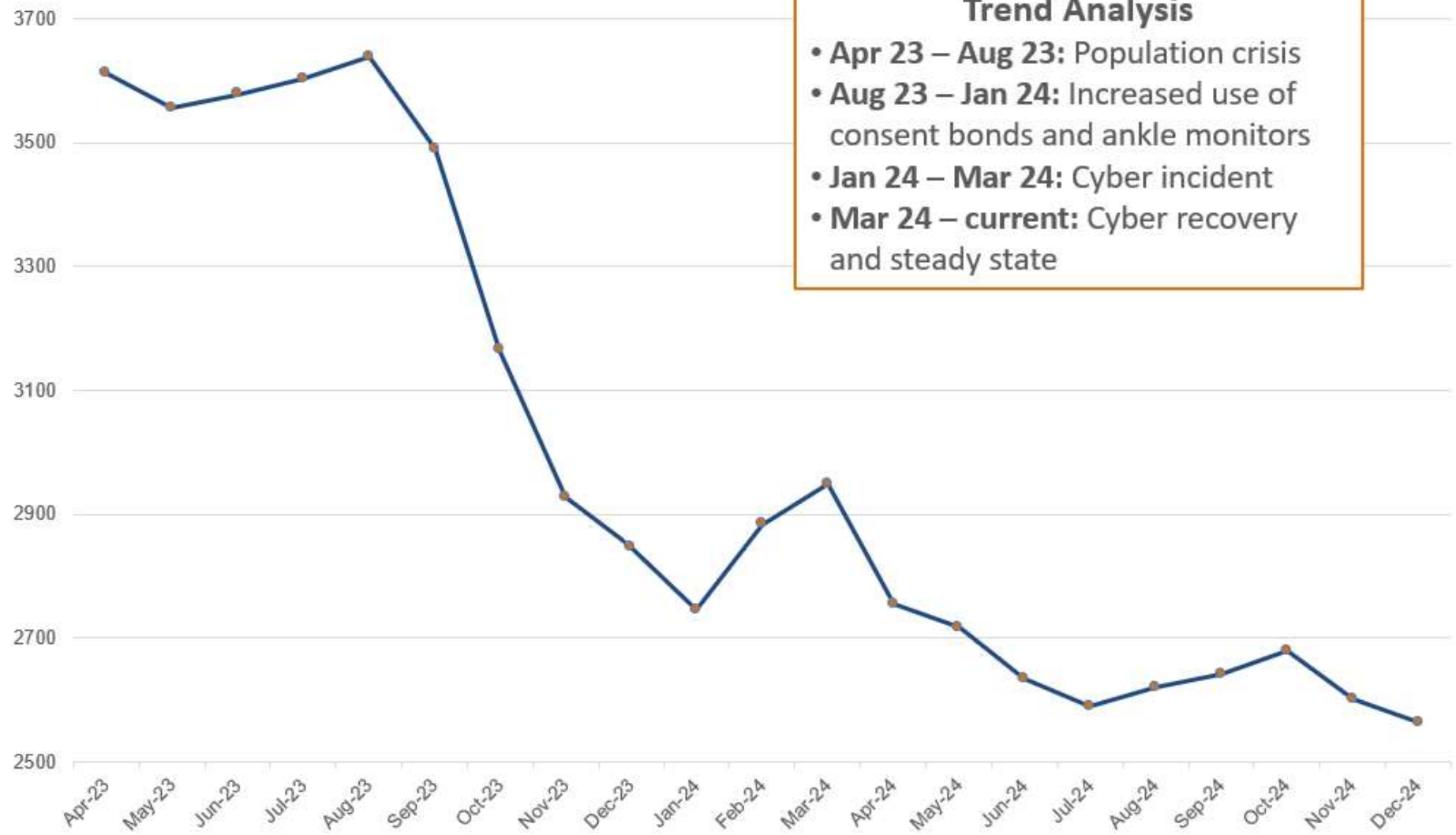
## POPULATION BY FACILITY



	OCTOBER	NOVEMBER	DECEMBER	1/14/2025
Main	1,705	1,693	1,664	1,602
ACDC	435	379	371	350
Out of County	288	283	271	255
South Annex	154	152	144	155
Marietta	56	56	58	61
Alpharetta	41	38	56	53
<b>TOTAL</b>	<b>2,679</b>	<b>2,601</b>	<b>2,564</b>	<b>2,476</b>

# AVERAGE JAIL POPULATION FOR ALL FACILITIES

## TRENDS

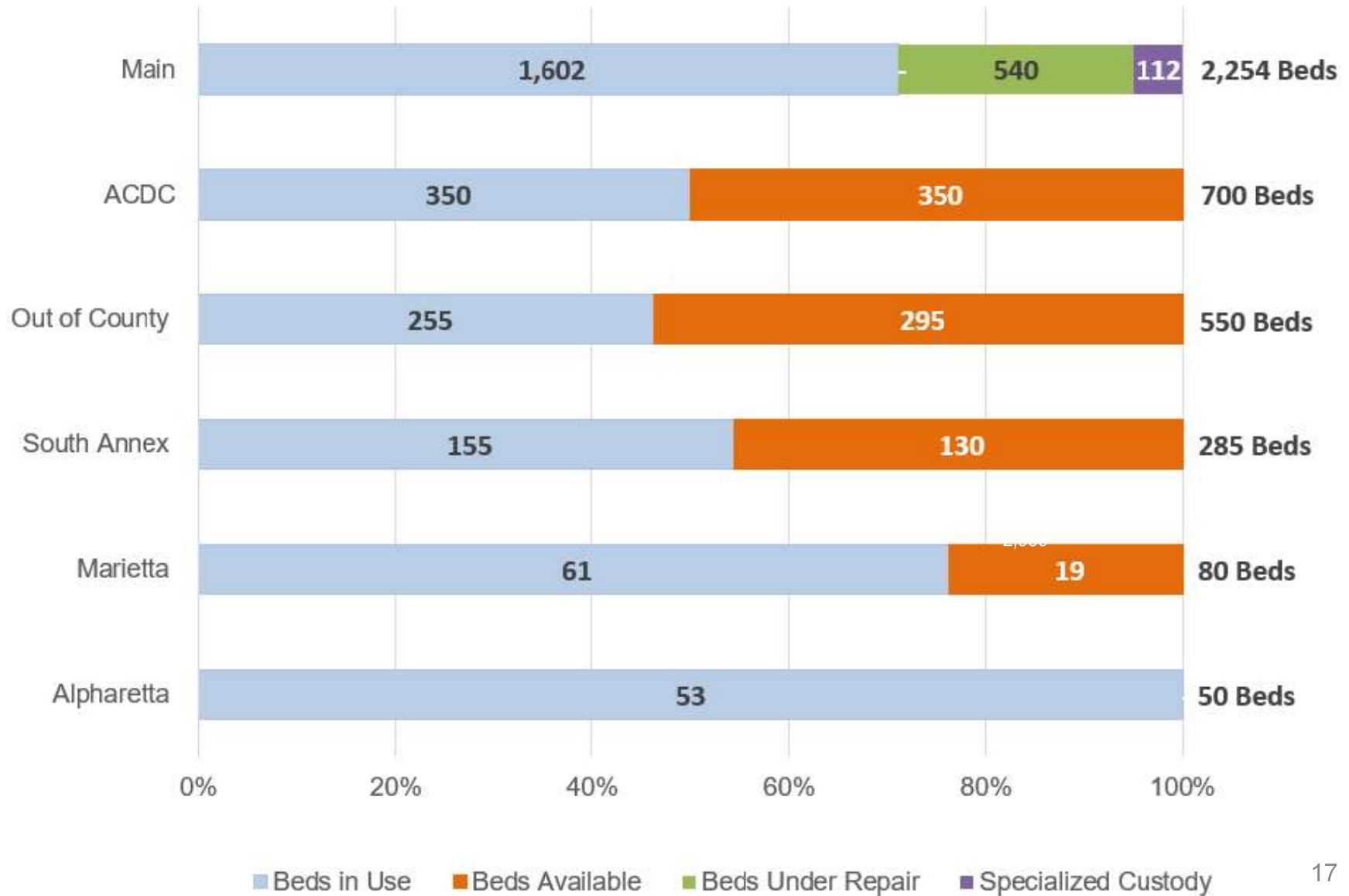


# JAIL POPULATION FACILITY UTILIZATION

AS OF 1/15/2025



\*Specialized Custody: inmate classification, competency, discipline, protective custody



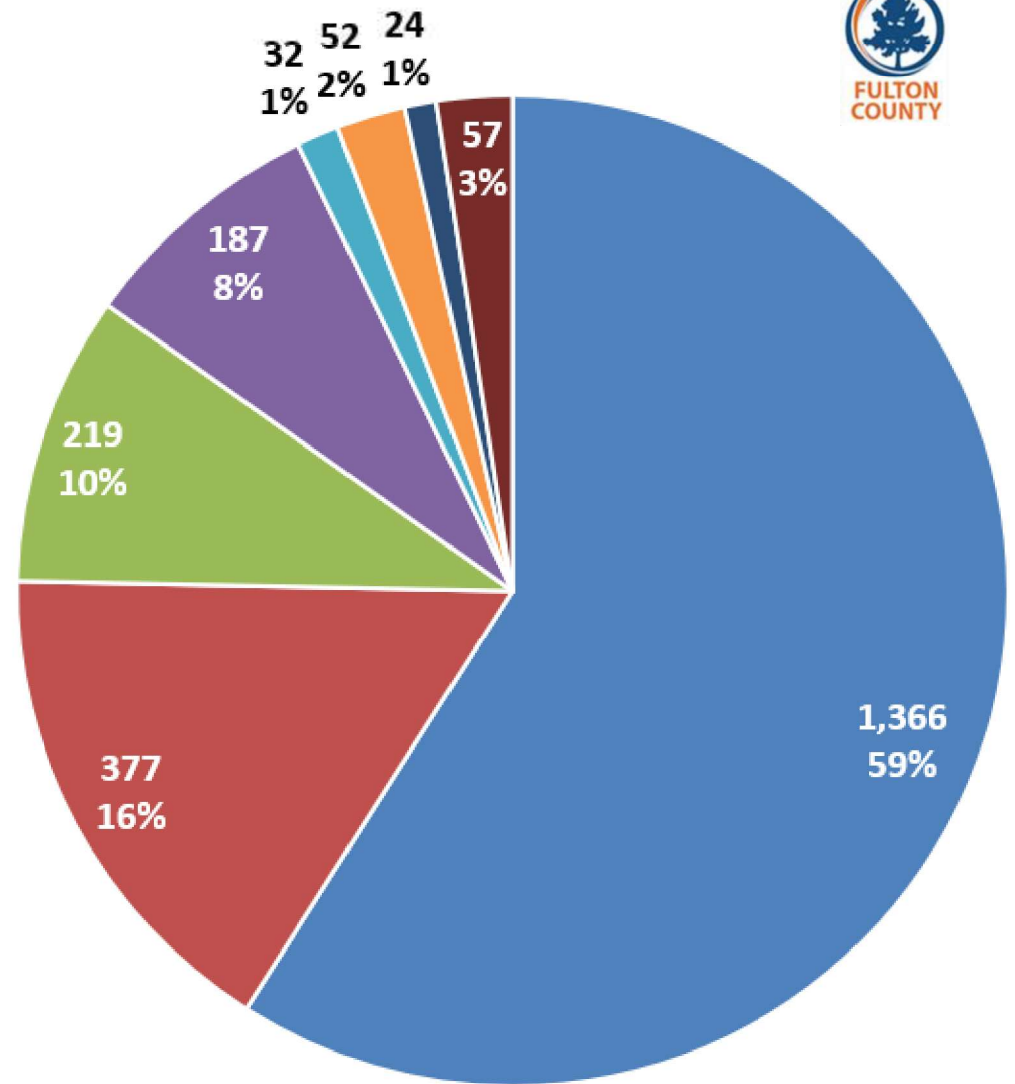
# JAIL POPULATION

## FULL INMATE ANALYSIS

AS OF 1/3/2025



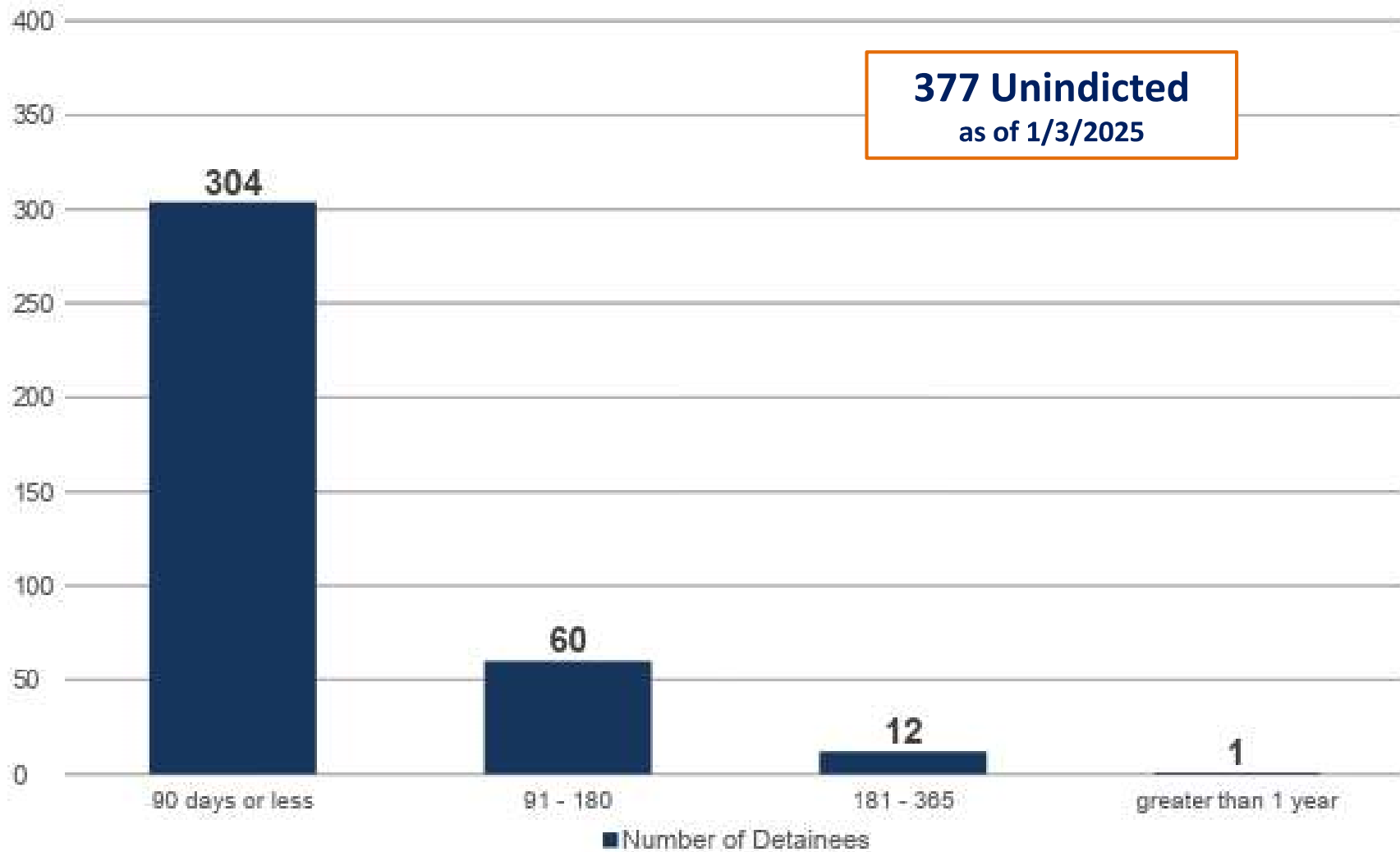
Status	Number of Inmates	
Unindicted	377	16%
Unindicted w/ Hold	219	10%
Unindicted w/ Indicted Case	32	1%
Indicted (DA)	1,366	59%
Accused (SG)	187	8%
Awaiting Pickup/Transport/Extradition	52	2%
Serving Sentence/CPO	57	3%
Hold Only (SBPP/Foreign)	24	1%
<b>TOTAL</b>	<b>2,314</b>	<b>100%</b>



- Indicted and/or FTA/PV only
- Unindicted w/ Hold (FTA/PV/SBPP/Foreign)
- Unindicted w/ Indicted Case
- Hold Only (SBPP/Foreign)
- Unindicted
- State
- Awaiting Pickup/Transport/Extradition
- Serving Sentence/CPO

# UNINDICTED JAIL POPULATION

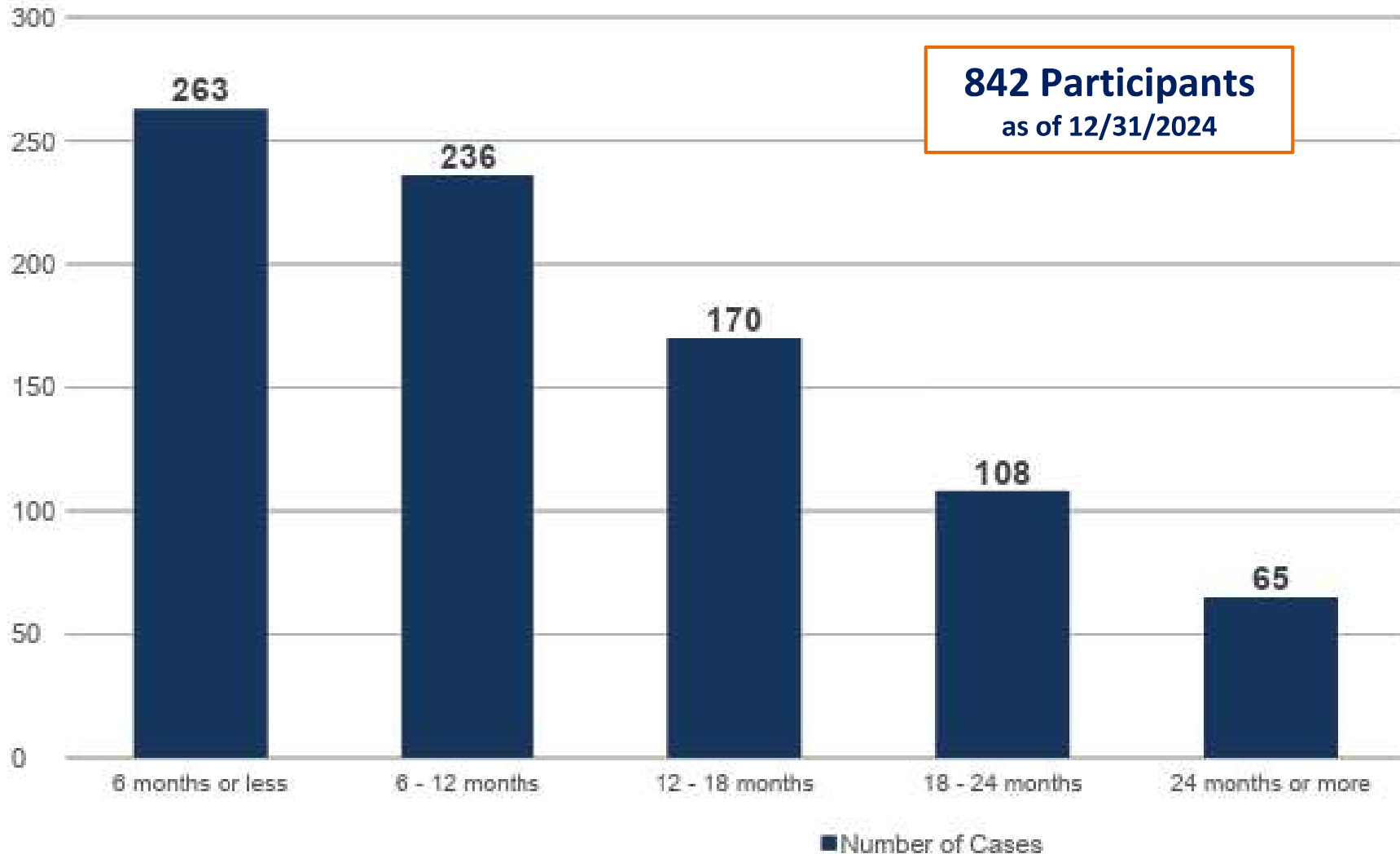
## DAYS IN JAIL AS OF 1/3/2025



Excludes detainees with pending indicted cases and holds (Probation Violations, Failure to Appear and foreign and/or other agency holds). 95

# ELECTRONIC MONITORING UPDATE

## MONTHS ON MONITOR AS OF 12/31/2024





# PROPOSED REPORTING TOPICS



- ✓ Justice System Scorecard
- ✓ Jail population analysis
- ✓ Backlog identification and tracking
- ✓ Case management standards
- ✓ Jail Capital Improvement Program monthly update



# QUESTIONS



# **Jail Blitz Plan**

# Jail Maintenance Blitz



- **Overall Blitz Project Update**

- 6 housing units completed.
- All work completed in 6 housing zones on unit 5 South
  - 5 South Delay: Reoccupation dependent upon completion of emergency retrofit of zone entry doors.
  - Zone door work resumed on 12/30 with completion anticipated by 2/3/2025
  - Contractor will return to site on 1/20/25. 10 days needed to complete work.
  - Retrofit identified as separate task outside original blitz scope.
- Blitz work in housing unit 7 North **98%** complete. Awaiting delivery of door position sensors to complete.

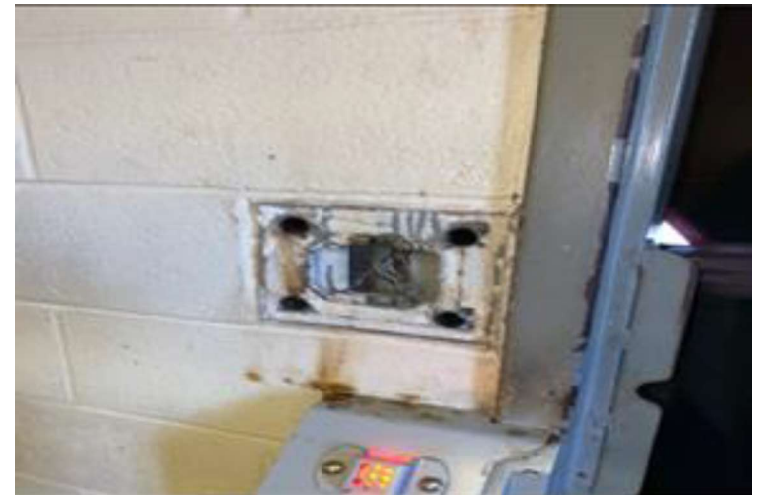
- Overall blitz completion by **May 2025**

# Jail Maintenance - Bed Availability

- **540 beds currently unavailable @ Rice St.**

Location	# of Beds
5 South	204
7 North	201
6 South Zone 200	32
6 South Zone 500	35
7 South Zone 400	36
7 South Zone 600	32

- **5 South and 7 North are active jail blitz locations**
- **All other listed zones will be addressed in upcoming blitz areas**



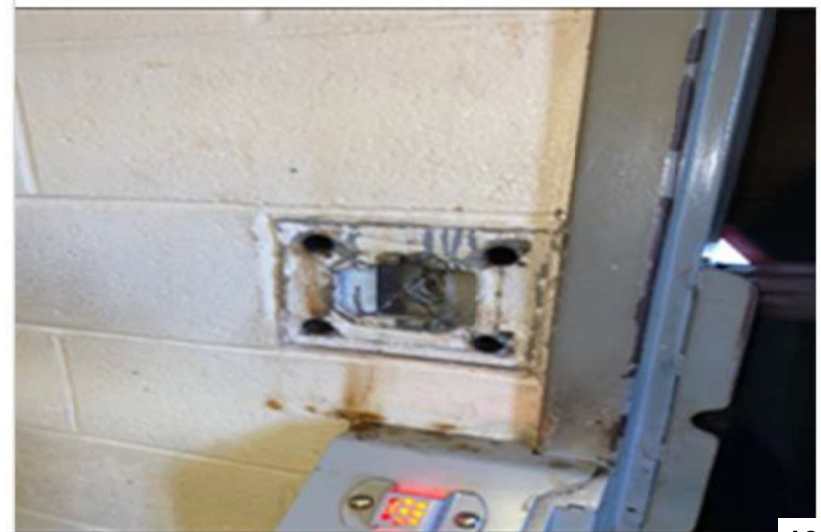
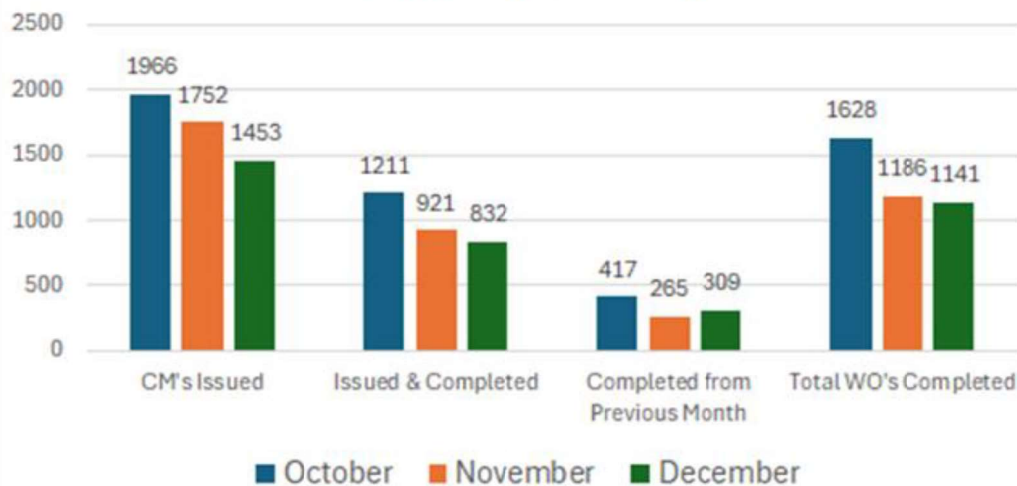
# Jail Maintenance Overview

Thru 1/16/2025

- **Corrective Maintenance (Dec. 2024)**
  - 832 of 1,453 issued & completed: **57.3%**
  - 224 completed in January
  - December 2024 completion: **72.7%**
- **Preventive Maintenance (Dec. 2024)**
  - 336 of 364 PM's scheduled & completed: **92.3%**
- **Total work order backlog = 1,794**
  - Upcoming blitz areas: **884**
  - Upcoming blitz areas require detainee movement



3-Month Backlog Overview





# Immediate Repairs Update

- **BOC approved \$3.2M for several critical repairs/upgrades**

DESCRIPTION	COST	STATUS
Fire Alarm Upgrade	\$723,865	Contract executed on 1/10/2025. Project kick-off meeting held on 1/17/2024.
Padded Cells @ South Annex	\$260,000	Completed on 1/17/2025.
Kitchen Equipment Replacement	\$212,302	BOC agenda item currently routing for 2/5/2025 agenda.
Laundry Equipment Replacement	\$346,657	Statewide Contract proposal being developed for 2/19/2025 BOC agenda ( <i>Current equipment fully functional</i> )
Elevator Modernization	\$1,652,000	Elevator assessment began on 1/3/2025. Final report will be received by 1/21/25. Will serve as specifications for separate modernization procurement.
<b>TOTAL</b>	<b>\$3,194,824</b>	





# QUESTIONS



# **Energy and Sustainability**

# Energy & Water Use Reduction

## Goals

Reduce county building energy use 50% and water use 30% by 2030 from a 2018 baseline

## Initiatives

- ✓ Capital upgrades are energy and water efficient
- ✓ Working with Georgia Power to convert our streetlights to LEDs
- ✓ Energy Savings Performance Contract (ESPC)



# Solar Generation

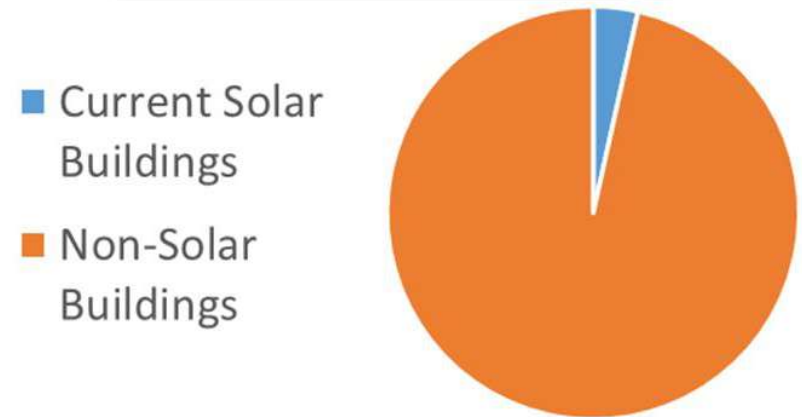
## Goal

Offset 25% of county building electricity use with solar by 2030

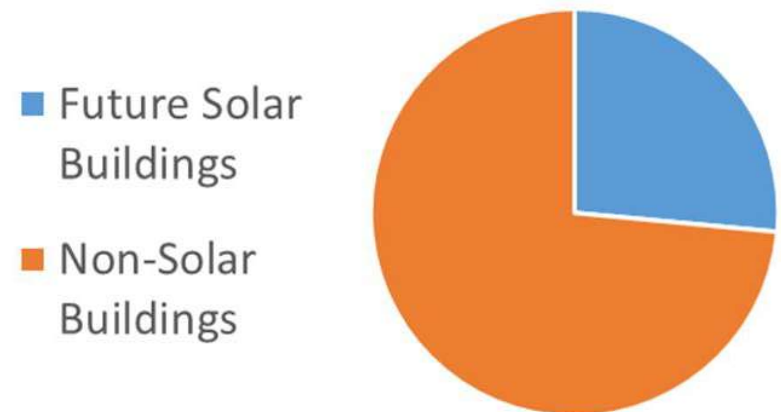
## Initiatives

- ✓ We have solar on 7 buildings through a Solar Energy Procurement Agreement (SEPA)
- ✓ We will add 46 more buildings over the next 1-2 years

7 Current Solar Buildings



53 Future Solar Buildings



# Public EV Charging Stations

## Goal

Provide EV charging stations for the public at all county buildings where feasible

## Initiatives

- ✓ Scheduled: Charging stations at the Metropolitan Library and the Animal Services Facility
- ✓ Planned: Charging stations at the North Fulton Service Center and the Customer Service Center (Maxwell Rd)
- ✓ We are reissuing an RFP for a revenue-generating contract



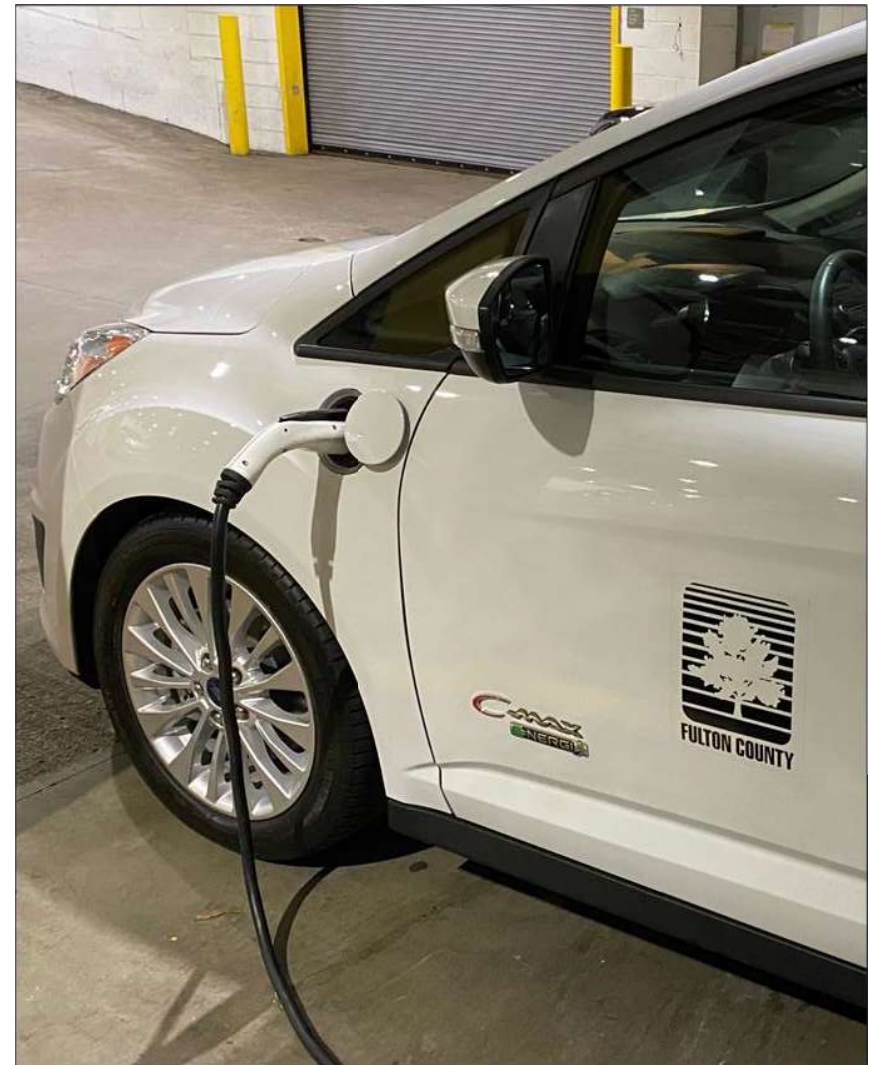
# Fleet Electrification

## Goal

25% of the county's light-duty administrative fleet will be EV or plug-in hybrid by 2030

## Initiatives

- ✓ We have 2 plug-in hybrids and 2 designated charging stations in the Government Center
- ✓ We have a Fleet Electrification Plan
- ✓ We will be receiving a \$150,000 grant from GEFA
- ✓ We are exploring leasing EVs
- ✓ The Sheriff purchased 2 EVs





# Other Initiatives

<b>Sustainable Purchasing</b>	<b>Goal:</b> Establish a sustainable purchasing policy by 2030
	<b>Initiatives:</b> Reestablish former Green Team in FY2025
<b>Public Outreach</b>	<b>Goal:</b> Promote educational programs about sustainability and resilience
	<b>Initiatives:</b> Fulton County Citizens Commission on the Environment (FCCCE), Resilience Hub at the Metropolitan Library, helpful sustainability webpage
<b>Partnerships</b>	<b>Goal:</b> Foster partnerships for plan implementation
	<b>Initiatives:</b> Member of Southeast Sustainability Directors Network, free interns from universities and non-profits







# QUESTIONS



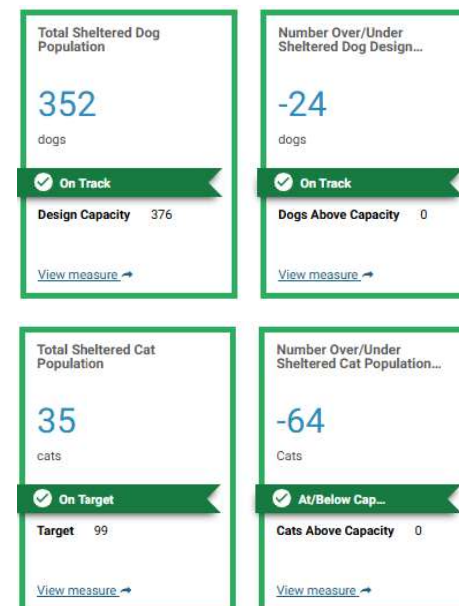
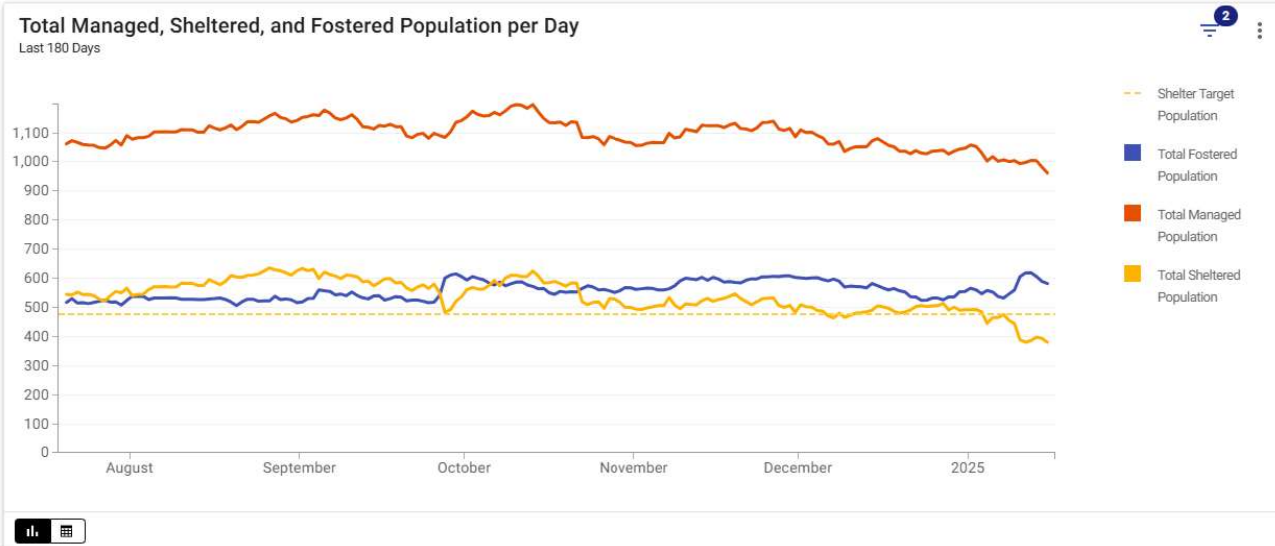
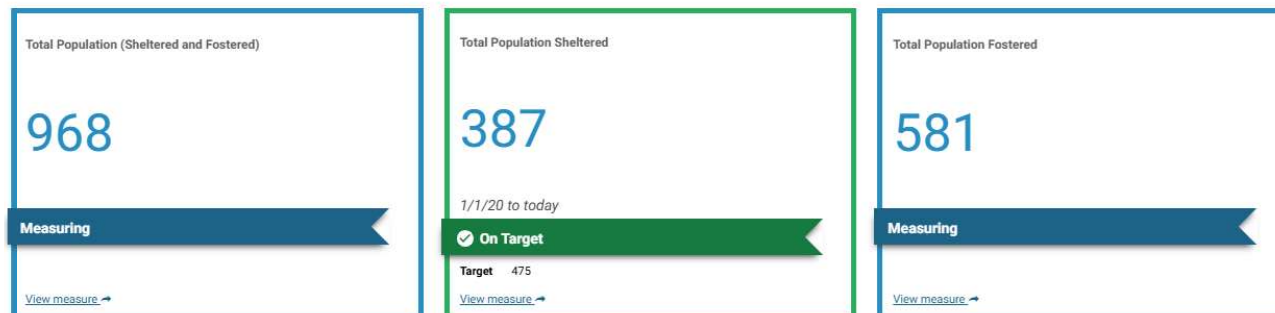
# **Animal Shelter Population**

# Population Goal has been Accomplished and Old Shelter is Empty

## Animal Services: Population Overview

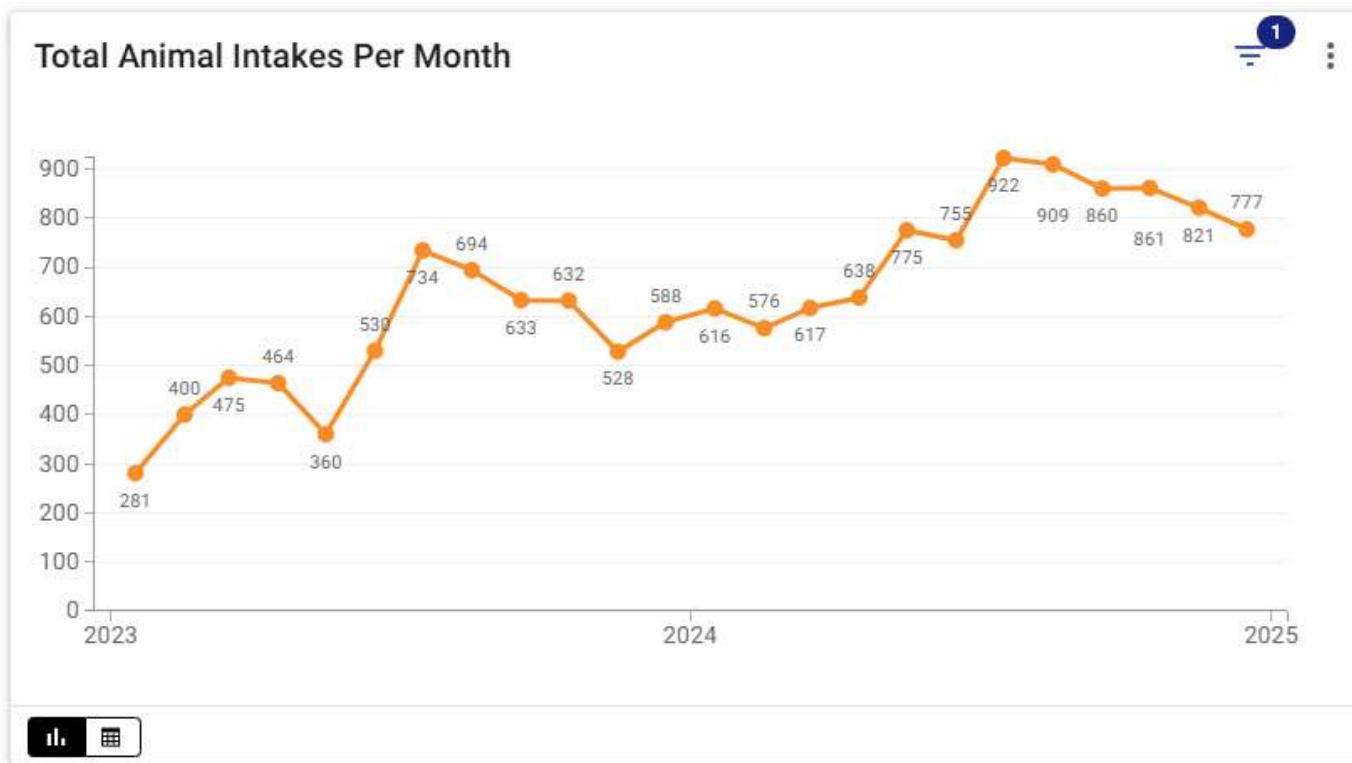
[AFCEMA Department Page](#) | [Population Overview](#) | [Service Requests](#) | [Intakes Detail](#) | [Outcomes Detail](#)

### Total Population Breakdown



# Animal Intake History Increases from 2023

- There were 9,987 animal intakes during FY 2024 at the new animal shelter
- This is a 43% increase from FY 2023 intakes at the old animal shelter
  - FY2023 Intakes: 6,319
  - FY2024 Intakes: 9,127 (increase of 2,808 intakes)





# QUESTIONS



# **Finance and Purchasing**



# **COVID 19 Reserve & ARPA Spend Update**



# ARPA Reporting

## Fulton County Government American Rescue Plan Report as of 1/15/2025

Project/Initiative	Budget Amount	Approved by the BOC	Contracted (Y/N)	Encumbrance	Expenditure	Difference	Comment	Active or Completed
Behavioral Health Crisis Center	16.1	Yes	Yes	0.0	16.07	-	Remaining purchase orders of \$38.4k	Active
Developmental Disabilities Training Center	5.3	Yes	Yes	5.3	-	-	In progress	Active
Infrastructure Modernization (141 Pryor)	31.6	Yes	Yes	29.4	2.18	-	In progress	Active
Court Backlog Project - ORCA	79.3	Yes	Yes	0.1	79.19	(0.0)	Remaining purchase orders for services performed through 12/31/24 for Superior Court	Active
Fulton Fresh 2025 and 2026	0.4	Yes	Yes	0.4	-	-	Project encumbered.	Active
Living Assistance	0.5	Yes	Yes	0.5	-	-	Project encumbered.	Active
Tiny Homes	1.5	Yes	Yes	-	1.50	-	Project encumbered.	Active
IT Virtual Support - External Website	0.3	Yes	Yes	-	0.31	-	In progress	Active
IT Virtual Support - Cloud Based ERP	9.7	Yes	Yes	7.0	2.66	-	In progress	Active
IT Virtual Support - Cybersecurity Betterment	1.7	Yes	Yes	1.7	-	-	In progress	Active
General Administration	0.6	Yes	Yes	-	0.56	-		Completed
Fulton Fresh 2024	0.1	Yes	Yes	-	0.12	-		Completed
Vaccine and Testing	1.2	Yes	Yes	-	1.21	-		Completed
Vaccine and Testing - FEMA 10%	0.3	Yes		-	0.33	-		Completed
Summer Youth Training Program 2024	0.5	Yes	Yes	-	0.50	-		Completed
Safety Net Services - Community Services Pr	7.8	Yes	Yes	-	7.76	-		Completed
Emergency Rental Assistance Administrative Costs	8.9	Yes	Yes	-	8.85	-		Completed
Child Care	0.4	Yes	Yes	-	0.37	-		Completed
Day Porters / Cleaning	1.6	Yes	Yes	-	1.59	-		Completed
Emergency Rental Assistance	4.0	Yes	Yes	-	4.00	-		Completed
Food Insecurity	4.1	Yes	Yes	-	4.12	-		Completed



# ARPA Reporting

Fulton County Government  
American Rescue Plan Report as of 1/15/2025

Project/Initiative	Budget Amount	Approved by the BOC	Contracted (Y/N)	Encumbrance	Expenditure	Difference	Comment	Active or Completed
Fulton Fresh 2022	0.3	Yes	Yes	-	0.25	-		Completed
Fulton Fresh 2023	0.3	Yes	Yes	-	0.25	-		Completed
Grady Hospital	11.0	Yes	Yes	-	11.00	-		Completed
Employees Covid Healthcare	4.0	Yes	N/A	-	4.00	-		Completed
Pandemic Proof County Facilities	0.4	Yes	Yes		0.44	-		Completed
Air Handling Units - County Buildings	1.4	Yes	Yes		1.35	-		Completed
Vaccine Incentive Program	0.4	Yes	Yes	-	0.40	-		Completed
Job Training	0.7	Yes	Yes	-	0.65	-		Completed
Lifeline Animal Control	0.5	Yes	Yes	-	0.50	-		Completed
Long Term Revolving Loan Program	3.9	Yes	Yes	-	3.90	-		Completed
Medical Examiner-Forensic Pathology/Transport	0.7	Yes	Yes		0.75	-		Completed
COVID Marketing and Outreach	0.3	Yes	Yes		0.26	-		Completed
Project Care	0.6	Yes	Yes		0.64	-		Completed
PPE- County Employees	1.6	Yes	Yes	-	1.62	-		Completed
Premium Pay for Employees	3.4	Yes	Yes	-	3.37	-		Completed
Summer Youth Training Program 2022	0.5	Yes	Yes	-	0.48	-		Completed
Broadband/Communications (Zoom/DocuSign)	1.2	Yes	Yes	-	1.16	-		Completed
Infrastructure Modernization (Tax Assessor Reloc	-	No	No	-	-	-	Previously proposed use of interest earnings	Proposed
Health Infrastructure Project Contingency (BHCC, DDTC, etc.)	-	No	No	-	-	-		Proposed
Medical Debt Extinguishment Program	-	No	No	-	-	-		Proposed
Federally Qualified Health Center Assistance	-	No	No	-	-	-		Proposed
Diversion Center	-	No	No	-	-	-		Reallocated
206.8		44.4		162.4		(0.0)		

Budget Amount	Approved by the BOC	Contracted (Y/N)	Encumbrance	Expenditure	Difference
---------------	---------------------	------------------	-------------	-------------	------------

<b>ARPA Interest Revenue Received</b>
As of December 29, 2024
\$ 11,188,743.31





# **Financial/Performance Measures Update**



# Monthly Financial Report

## General Fund Expenditure Analysis 2023 vs 2024 - December

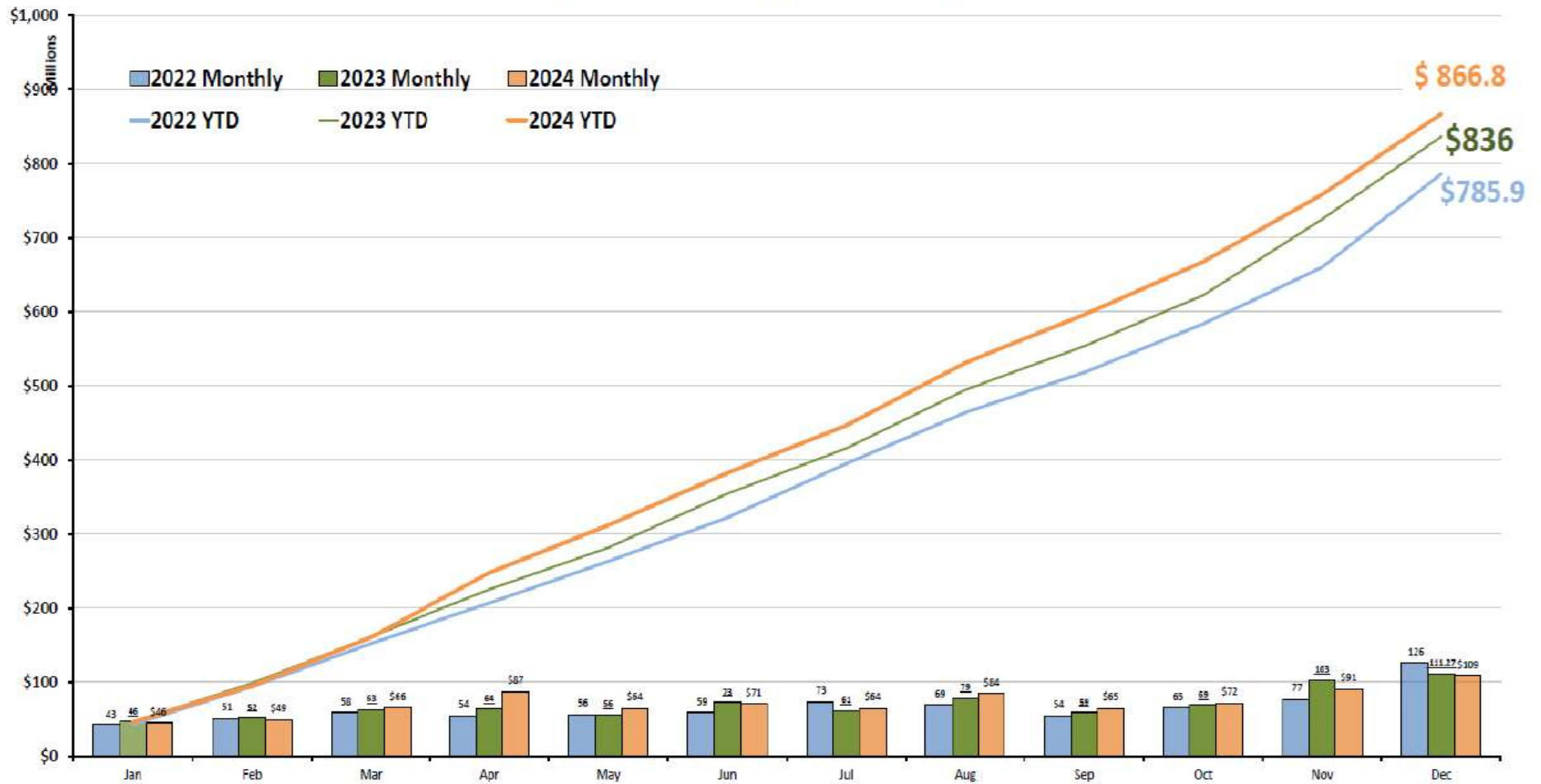
Department		2023			2024			C/D	C/D-(A/R)
		A	B	A/B	C	D			
		YTD 2023 Exp	2023 -Budget	%	YTD 2024 Exp	2024 Budget	%		% change
Arts & Culture	181	\$ 9,295,181	\$ 9,685,272	96%	\$ 7,744,721	\$ 7,831,578	99%		3%
Behavioral Health	755	\$ 14,851,967	\$ 18,465,916	80%	\$ 16,540,227	\$ 18,607,401	89%		8%
Board of Health	750	\$ 11,021,483	\$ 11,150,587	99%	\$ 10,962,722	\$ 11,150,587	98%		-1%
Child Attorney	237	\$ 3,801,535	\$ 3,821,519	99%	\$ 3,843,228	\$ 3,907,114	98%		-1%
Commission Districts	101	\$ 3,799,355	\$ 4,477,947	85%	\$ 3,800,833	\$ 4,429,761	86%		1%
Community Development	121	\$ 13,003,701	\$ 14,654,332	89%	\$ 10,748,990	\$ 11,465,880	94%		5%
County Attorney	235	\$ 5,069,994	\$ 5,069,994	100%	\$ 5,069,994	\$ 5,069,994	100%		0%
County Comm Clerk	110	\$ 1,106,351	\$ 1,323,704	84%	\$ 1,338,951	\$ 1,410,664	95%		11%
County Manager	118	\$ 3,504,193	\$ 3,827,658	92%	\$ 3,536,318	\$ 4,058,114	87%		-4%
County Marshal	419	\$ 7,179,803	\$ 7,425,060	97%	\$ 7,454,468	\$ 7,769,055	96%		-1%
District Attorney	480	\$ 36,859,067	\$ 41,643,241	89%	\$ 36,019,417	\$ 37,046,261	97%		9%
Diversity and Civil Rights	186	\$ 1,204,338	\$ 1,514,230	80%	\$ 1,441,647	\$ 1,677,587	86%		6%
DREAM	520	\$ 38,706,828	\$ 39,514,605	98%	\$ 40,968,605	\$ 41,474,580	99%		1%
Economic Development	120	\$ 814,902	\$ 871,850	93%	\$ 1,363,863	\$ 1,410,872	97%		3%
Emergency Management	335	\$ 5,533,063	\$ 5,664,486	98%	\$ 1,450,324	\$ 1,561,655	93%		-5%
Emergency Services	333	\$ 3,368,257	\$ 3,516,628	96%	\$ 3,288,494	\$ 3,418,235	96%		0%
External Affairs	130	\$ 2,797,745	\$ 2,926,775	96%	\$ 2,691,108	\$ 2,821,515	95%		0%
Family & Children's Services	620	\$ 1,315,842	\$ 1,684,840	78%	\$ 1,656,286	\$ 1,684,840	98%		20%
Finance	210	\$ 6,797,406	\$ 7,706,489	88%	\$ 6,710,705	\$ 7,916,858	85%		-3%
Grady Hospital	730	\$ 49,775,898	\$ 49,813,841	100%	\$ 50,530,686	\$ 50,601,313	100%		0%
HIV Elimination	270	\$ 93,039	\$ 190,432	49%	\$ 136,196	\$ 140,909	97%		48%
Human Resources	215	\$ 5,535,294	\$ 5,960,041	93%	\$ 5,670,439	\$ 6,340,229	89%		-3%
Information Technology	220	\$ 31,954,566	\$ 35,149,309	91%	\$ 35,056,197	\$ 38,309,838	92%		1%
Juvenile Court	405	\$ 16,031,434	\$ 16,927,218	95%	\$ 16,897,369	\$ 16,904,608	100%		5%
Library	650	\$ 27,823,752	\$ 30,496,143	91%	\$ 29,626,755	\$ 30,554,505	97%		6%
Magistrate Court	422	\$ 5,055,839	\$ 5,116,197	99%	\$ 4,548,039	\$ 4,824,167	94%		-5%
Medical Examiner	340	\$ 5,971,453	\$ 6,457,310	92%	\$ 6,181,148	\$ 6,608,673	94%		1%
Non-Agency	999	\$ 181,942,713	\$ 208,295,345	87%	\$ 172,404,657	\$ 228,773,167	75%		-12%
Office of the County Auditor	119	\$ 1,371,002	\$ 1,418,195	97%	\$ 1,412,128	\$ 1,453,528	97%		0%
Police	320	\$ 10,850,824	\$ 11,435,513	95%	\$ 12,319,064	\$ 12,975,507	95%		0%
Probate Court	410	\$ 4,958,590	\$ 6,318,377	78%	\$ 5,697,229	\$ 5,814,691	98%		20%
Public Defender	490	\$ 24,688,018	\$ 25,377,575	97%	\$ 26,736,654	\$ 26,837,287	100%		2%
Public Works	540	\$ 500,000	\$ 500,000	100%	\$ 500,000	\$ 500,000	100%		0%
Purchasing	230	\$ 4,506,633	\$ 4,959,943	91%	\$ 4,459,430	\$ 4,871,926	92%		1%
Regis & Elect	265	\$ 7,728,761	\$ 8,553,165	90%	\$ 31,654,887	\$ 39,181,842	81%		-10%
Senior Services	183	\$ 27,535,015	\$ 28,869,727	95%	\$ 26,270,794	\$ 28,408,575	92%		-3%
Sheriff	330	\$ 142,515,283	\$ 142,706,567	100%	\$ 147,321,288	\$ 147,964,724	100%		0%
State Court-All Judges	421	\$ 6,523,446	\$ 6,893,734	95%	\$ 6,682,936	\$ 6,900,659	97%		2%
State Court-General	420	\$ 7,995,149	\$ 8,809,769	91%	\$ 8,593,984	\$ 8,969,732	96%		5%
State Court-Solicitor	400	\$ 11,466,310	\$ 12,516,397	92%	\$ 12,672,803	\$ 13,040,495	97%		6%
Superior Court-All judges	451	\$ 9,666,890	\$ 9,720,397	99%	\$ 9,729,911	\$ 9,824,079	99%		0%
Superior Court-Clerk	470	\$ 21,557,910	\$ 21,820,092	99%	\$ 23,073,379	\$ 23,373,956	99%		0%
Superior Court-General	450	\$ 22,576,085	\$ 23,398,655	96%	\$ 24,408,409	\$ 25,026,337	98%		1%
Tax Assessor	240	\$ 18,921,370	\$ 22,146,677	85%	\$ 18,833,505	\$ 21,943,164	86%		0%
Tax Commissioner	245	\$ 18,525,401	\$ 18,747,272	99%	\$ 18,723,615	\$ 19,253,694	97%		-2%
<b>Grand Total</b>		<b>\$ 836,101,686</b>	<b>\$ 897,543,024</b>	<b>93%</b>	<b>\$ 866,772,399</b>	<b>\$ 954,110,157</b>	<b>91%</b>		<b>-2.3%</b>

C/D Color Legend
100% of the Year (Dec)



# Monthly Financial Report

Monthly and Cumulative Expenditures for  
the General Fund 2022 2023 and 2024





# Monthly Financial Report

## General Fund Summary

### Personnel Vacancy Analysis 2024 -December- Full Time Permanent Positions

### Personnel Count and Vacancies / Full Time Permanent

Department	FY24 YTD Expense	FY24 Budget	Perm. Pos.	2024												Avg. Vac. TD
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
Commission Districts	3,510,309	3,814,530	26				3	3	3	6	6	6	6	6	9	21%
County Comm Clerk	1,072,570	1,080,872	9				0	0	0	0	0	0	0	0	0	0%
County Manager	3,330,857	3,519,113	20				3	3	2	2	2	1	1	1	0	8%
County Auditor	1,310,546	1,321,961	8				0	0	0	0	0	0	0	0	0	0%
Community Development	2,847,618	2,900,976	25				4	4	4	4	4	2	3	3	4	14%
External Affairs	2,158,094	2,208,659	19				0	0	1	1	2	3	2	1	1	6%
Arts & Culture	2,979,962	2,988,485	29				2	2	2	2	1	1	2	1	1	5%
Senior Services	9,524,373	9,773,459	113				11	12	10	5	7	7	8	6	7	7%
Diversity and Civil Rights	1,217,674	1,354,074	11				1	0	1	1	3	2	2	2	2	14%
Finance	6,388,314	6,723,525	60				14	15	14	12	11	6	6	5	5	16%
Human Resources	4,925,819	5,160,176	44				6	6	4	3	4	4	4	4	3	10%
IT	16,343,005	16,687,798	123				20	21	23	22	21	21	20	21	21	17%
Purchasing	4,046,465	4,158,314	38				6	6	6	6	4	5	4	3	3	13%
Child Attorney	3,718,606	3,730,163	23				0	0	0	0	0	0	0	0	0	0%
Tax Assessor	15,791,932	16,367,501	190				26	23	22	23	23	20	19	20	14	11%
Tax Commissioner	15,880,408	15,921,062	190				10	10	8	5	7	9	11	5	4	4%
Regis & Elect	6,828,008	6,937,872	42				6	5	4	4	4	2	4	5	5	10%
HIV Elimination	125,537	127,028	1				0	0	0	0	0	0	0	0	0	0%
Police	6,160,055	6,542,290	69				14	14	15	14	15	13	13	14	10	20%
Sheriff	93,350,084	93,512,046	969				140	144	136	129	133	126	127	123	150	14%
Emergency Services	1,548,832	1,587,580	16				2	0	0	1	1	1	1	3	1	7%
Emergency Management	1,133,699	1,244,145	9				2	2	2	2	2	0	0	0	0	12%
Medical Examiner	5,364,676	5,442,333	44				3	2	2	2	2	3	2	2	2	5%
State Court-Solicitor	11,688,998	11,863,828	104				9	12	9	9	13	11	12	11	9	10%
Juvenile Court	15,100,810	15,102,140	160				20	18	21	15	23	20	18	15	15	11%
Probate Court	4,986,941	5,009,822	52				6	5	3	5	2	1	1	0	0	5%
County Marshal	6,580,782	6,894,230	72				10	9	7	10	11	8	7	6	6	11%
State Court-General	6,974,293	7,222,666	69				5	6	6	6	5	5	5	2	2	7%
State Court-All Judges	6,416,938	6,546,005	40				2	3	3	3	3	3	4	3	1	7%
Magistrate Court	4,338,782	4,358,601	21				6	4	1	1	2	0	1	1	0	8%
Superior Court-General	19,574,779	19,939,228	196				17	14	16	17	15	15	10	10	10	7%
Superior Court-All Judges	9,205,625	9,207,561	80				1	1	0	1	1	0	2	1	1	1%
Superior Court-Clerk	19,703,595	19,960,125	208				20	15	16	18	21	19	23	22	28	10%
District Attorney	32,178,676	32,291,420	263				20	15	20	17	10	22	14	7	21	6%
Public Defender	24,435,112	24,505,331	163				8	1	1	1	2	4	1	5	5	2%
DREAM	14,299,601	14,599,067	174				33	32	32	26	28	28	28	25	21	16%
Library	23,545,018	24,129,177	303				35	34	36	37	31	34	29	40	42	12%
Behavioral Health	3,487,812	4,033,581	55				20	21	18	21	20	19	19	16	16	34%
Non-Agency	65,430,936	67,330,845	0				0	0	0	0	0	0	0	0	0	#DIV/0!
Economic Development	870,281	873,654	6				1	1	1	1	0	0	0	0	0	7%
<b>Grand Total</b>	<b>\$ 478,376,422</b>	<b>\$ 486,971,244</b>	<b>4044</b>				<b>486</b>	<b>463</b>	<b>449</b>	<b>432</b>	<b>439</b>	<b>421</b>	<b>409</b>	<b>389</b>	<b>419</b>	<b>11%</b>

\*Vacant positions in the County's HR system as of 1/03/2025. Does not include an internal department reconciliation of positions which may include active job offers, FMLA, military leave and other off-payroll positions.





# QUESTIONS





# **Monthly Emergency Purchase Orders & Monthly CM Contract Approval**

# EMERGENCY PURCHASE ORDERS AND CONTRACTS

FULTON COUNTY EMERGENCY PROCUREMENTS 12/12/2024 – 1/10/2025				
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Amount
1/7/2025	Emergency work for the emergency repair of UPS#2 in the Government Center Data Center	DREAM	EOLA Power	\$23,848.00

# County Manager Contract Approvals Less Than \$100K

DATE	CONTRACTOR/VENDOR NAME	CONTRACT PURPOSE	DEPARTMENT	AMOUNT
1/8/2025	AVI-SPL, LLC	To provide products/services for the in the installation/maintenance of audio visual systems countywide	Information Technology	\$100,000.00
1/7/2025	CIVITAS, LLC	Continuum of Care ("CoC") Program Management and Administration Services	Community Development	\$80,050.00
12/30/2024	THE SOS AGENCY	Language Interpreting Services	Diversity & Civil Rights Compliance	\$60,000.00
12/30/2024	THE SOS AGENCY	Communications Access Real-Time Transcription Services	Diversity & Civil Rights Compliance	\$25,000.00
12/30/2024	KELLY COX	Peer Support Specialist Services	Juvenile Court	\$61,248.00
12/23/2024	PHAMATECH, INC.	Accountability Courts Drug and Alcohol Screen Confirmations	Juvenile Court	\$8,190.00



# QUESTIONS





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 24-0891

**Meeting Date:** 1/22/2025

### Department

External Affairs

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

Request approval to renew an existing contract - Department of External Affairs, 23RFP139170A-CJC, Communications and Engagement Services, in an amount not to exceed \$407,875.00 with Ava TopRight, LLC, for strategic communications planning and support for Fulton County Government. This action exercises the first of three renewal options. Two renewal options remain. Effective January 1, 2025 through December 31, 2025. **(REMOVED)**

### Requirement for Board Action

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

### Strategic Priority Area related to this item *(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 Department of External Affairs seeks to continue the work with the TopRight agency to support major organizational communications initiatives, including both communications and engagement support to raise awareness of major initiatives and create information tools with accurate, timely messages for Fulton County residents

**Scope of Work:** The firm will continue work that began in 2024 to enhance Fulton County's strategic

Communications.

**Community Impact:** Fulton County residents and stakeholders will benefit from improved access to accurate, timely and fact-based information tools about Fulton County programs and services.

**Department Recommendation:** Approve

**Project Implications:** This project will support Fulton County's efforts to increase public awareness of vital programs provided by Fulton County Departments and effectiveness of communications efforts.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

### Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0953	12/20/2023	\$407,875.00
1st Renewal			\$407,875.00
Total Revised Amount			\$815,750.00

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

**Contract Value:** \$407,875.00

**Prime Vendor:** AVA Top Right, LLC  
**Prime Status:** Non-Minority  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Prime Value:** \$326,300.00 or 80.00%

**Subcontractor:** Cookery PR  
**Subcontractor Status:** White Female Business Enterprise  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Contract Value:** \$81,575.00 or 20.00%

**Contract Value:** \$407,875.00 or 100.00%  
**Contract Value:** \$81,575.00 or 20.00%

### Exhibits Attached

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



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**Agenda Item No.:** 24-0891

**Meeting Date:** 1/22/2025

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

Jessica Corbitt, Director, Department of External Affairs, 404-612-8300

**Contract Attached**

No

**Previous Contracts**

No

**Total Contract Value**

Original Approved Amount: \$407,875.00  
Previous Adjustments: \$0.00  
This Request: \$407,875.00  
TOTAL: \$815,750.00

**Grant Information Summary**

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

**Fiscal Impact / Funding Source**

**Funding Line 1:**

100-999-S200-1160: General, Non-Agency, Professional Services (pending approval of the FY25 budget)

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: TV Renewal Options Remain

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**Agenda Item No.:** 24-0891

**Meeting Date:** 1/22/2025

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**Overall Contractor Performance Rating:** 91

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

Yes

**Report Period Start:**  
7/1/2024

**Report Period End:**  
12/2/2024



**DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE**

**CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT:** External Affairs

**BID/RFP NUMBER:** 23RFP139170A-CJC

**BID/RFP TITLE:** Communications & Engagement Services

**ORIGINAL APPROVAL DATE:** December 20, 2023

**RENEWAL EFFECTIVE DATES:** January 1, 2024

**RENEWAL OPTION #:** 1 OF 3

**NUMBER OF RENEWAL OPTIONS:** Two (2) renewal option remains

**RENEWAL AMOUNT:** \$407,875.00

**COMPANY'S NAME:** AVA TopRight, LLC

**ADDRESS:** 1 Concourse Pkwy, #800

**CITY:** Atlanta

**STATE:** GA

**ZIP:** 30328

**This Renewal Agreement No. 1 was approved by the Fulton County Board of**

**Commissioners on BOC DATE: December 18, 2024 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**

**AVA TopRight, LLC**

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

**ATTEST:**

\_\_\_\_\_  
**ATTEST:**

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

**(Affix County Seal)**

**AUTHORIZATION OF RENEWAL:**

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

**(Affix Corporate Seal)**

**ATTEST:**

\_\_\_\_\_  
**Jessica Corbitt, Director  
Department of External Affairs**

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

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

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

**(Affix Notary Seal)**

<b>ITEM#:</b> _____ <b>RM:</b> _____	<b>ITEM#:</b> _____ <b>2<sup>nd</sup> RM:</b> _____
<b>REGULAR MEETING</b>	<b>SECOND REGULAR MEETING</b>

## **CERTIFICATE OF INSURANCE**

## Contract Renewal Evaluation Form

<b>Date:</b>	<b>December 4, 2024</b>
<b>Department:</b>	External Affairs
<b>Contract Number:</b>	23RFP139170A-CJC
<b>Contract Title:</b>	Communications & Engagement 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 Department of External Affairs continues to work with this vendor to achieve efficiencies in the work to strengthen Fulton County's communications and branding.**

**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:	December 2, 2024
	Price found:	<b>\$386,000</b>
Different features / Conditions:	<b>Fulton County's scope of work is more comprehensive and includes additional services, including both public relations and communications support.</b>	
Percent difference between internet price and renewal price:		<b>\$21,875</b>

**Explanation / Notes:**

Fulton County's engagement with TopRight includes both public relations support and branding and communications strategy.

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.

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

**Explanation / Notes:**

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?**

\$407,875

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 contract is intended to supplement in-house services.



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

The purpose of the agreement with TopRight is to strengthen Fulton County's branding and communication services. In 2024, the team worked with Fulton County to develop plans to amplify Fulton County's brand. In 2025, plans will be implemented.

## Performance Evaluation Details

<b>ID</b>	E2
<b>Project</b>	Communication Services
<b>Project Number</b>	23RFP139170A-CJC
<b>Supplier</b>	AVA TopRight, LLC
<b>Supplier Project Contact</b>	Matthew Fasig (preferred language: English)
<b>Performance Program</b>	Professional Services
<b>Evaluation Period</b>	07/01/2024 to 09/30/2024
<b>Effective Date</b>	12/02/2024
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	Not Specified
<b>Expectations Meeting Date</b>	Not Specified
<b>Status</b>	Completed
<b>Publication Date</b>	12/02/2024 11:07 AM EST
<b>Completion Date</b>	12/02/2024 11:07 AM EST
<b>Evaluation Score</b>	91

### Related Documents

There are no documents associated with this Performance Evaluation

## OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range  
Outstanding = 90-100%  
Excellent = 80-89%  
Satisfactory = 70-79%  
Needs Improvement = 50-69%  
Unsatisfactory = -50%

### PROJECT MANAGEMENT

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

Project cadence continued on track. All milestones were met.

### 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

The TopRight team met all deadlines and continued to meet with the project team on a weekly basis.

### 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

During this reporting period the TopRight team produced deliverables and made presentations to the executive team and key project staff. Report quality was outstanding.

### 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

This project involves close collaboration. During this period the project team continued to receive and incorporate feedback, and has been responsive to requests for public relations "pushes," media training, and staff training workshops.

### 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

TopRight has provided all required documentation in a timely manner.

### GENERAL COMMENTS

Comments

*Not Specified*





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 24-0899

Meeting Date: 1/22/2025

### Department

Registration & Elections

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

Request approval of a statewide contract - Registration & Elections, SWC# 99999-SPD-ES40199376IS-02, In-State Car Rental in the amount not to exceed \$494,000.00 with Enterprise Leasing of Georgia, LLC (Atlanta, GA) for the rental of box trucks, passenger vehicles and cargo vans for the Public Service Commission Primary/Municipal Primary and Runoff Elections; and the Public Service Commission General/Municipal General Election. Effective January 1, 2025, through September 8, 2025. **(MOTION TO APPROVE FAILED ON 1/8/25)**

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

In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than \$100,000 shall be forwarded to the Board of Commissioners for approval.

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

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** Department of Registration and Elections recommends approval of statewide contract to provide rental of box trucks, passenger vehicles and cargo vans for the Public Service Commission Primary / Municipal Primary and Runoff Elections; and the Public Service Commission General / Municipal General Election.

**Scope of Work:** The statewide contract will provide rental of cargo vans and box trucks to transport voting equipment for delivery and pickup during early voting and election days for above-mentioned

scheduled elections.

**Community Impact:** It may have a negative effect on the community, if transporting voting equipment for delivery and pickup during early voting and election day for above-mentioned scheduled elections are not conducted timely.

**Department Recommendation:** The Department of Registration and Elections recommends approval.

**Project Implications:** The approval of statewide contract for the rental of cargo vans and box trucks to transport voting equipment for delivery and pickup will ensure the Department to ensure equipment are delivered and picked up in a timely manner.

**Community Issues/Concerns:** Staff is not aware of any community issue / concerns.

**Department Issues/Concerns:** Department does not have any issue or concerns regarding the approval of this contract.

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

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

Not Applicable

**Exhibits Attached:**

Exhibit 1: Enterprise SWC# # 99999-SPD-ES40199376IS-02

Exhibit 2: Pricing Sheet

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

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

**Contract Attached**

Yes

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00

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**Agenda Item No.:** 24-0899

**Meeting Date:** 1/22/2025

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This Request: \$494,000.00  
TOTAL: \$494,000.00

### 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:

100-265-2654-1120: General, Registration & Elections, Rent/Lease Equipment - \$195,980.00  
(pending 2025 budget approval)

#### Funding Line 2:

100-265-2655-1120: General, Registration & Elections, Rent/Lease Equipment - \$109,900.00  
(pending 2025 budget approval)

#### Funding Line 3:

100-265-2653-1120: General, Registration & Elections, Rent/Lease Equipment - \$188,120.00  
(pending 2025 budget approval)

Key Contract Terms	
Start Date: 1/1/2025	End Date: 9/8/2025
Cost Adjustment:	Renewal/Extension Terms:

**Overall Contractor Performance Rating:** N/A

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

Yes

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





# Statewide Contract Information Sheet

Statewide Contract Number	99999-SPD-ES40199376IS-02	NIGP Code	97565, 97514
Name of Contract	In-State Car Rental		
Effective Date	October 7, 2013	Expiration Date	September 8, 2025
<b>Contract Table of Contents</b>			
Suppliers Awarded	2	Contract Information:	<b>Mandatory</b>
Contract Information for Supplier			Page Number
<a href="#">Enterprise Leasing of Georgia, LLC</a>			2
<b>Additional Contract Information</b>			
<a href="#">General Contract Information</a>			3
<a href="#">Item Listing</a>			4
<a href="#">Ordering Instructions</a>			5-6
<a href="#">Contract Renewals/ Extensions/ Changes</a>			7
<a href="#">DOAS Contact Information</a>			8



# Supplier Information Sheet

Contract Information	
<b>Statewide Contract Number</b>	99999-SPD-ES40199376IS-02
<b>PeopleSoft Supplier Number</b>	0000015036
<b>Supplier Name &amp; Address</b>	
Enterprise Leasing Company of Georgia, LLC 4151 Ashford Dunwoody Rd. NE Atlanta, GA 30317	
<b>Contract Administrator</b>	
Heather Collins Email: Heather.S.Collins@em.com 4151 Ashford Dunwoody Rd. NE Atlanta, GA 30317 404-886-8668	
<b>Contact Details</b>	
<b>Ordering Information</b>	See Instructions Below
<b>Remitting Information</b>	Enterprise Leasing Company of GA, LLC Attn: Accounts Receivable Atlanta, GA 30305-2617
<b>Delivery Days</b>	N/A
<b>Discounts</b>	None
<b>Payment Terms</b>	Net 30 Days
<b>Bid Offer includes</b>	State and Local Government
<b>Acceptable payment method</b>	Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.



## **General Contract Information**

The contract provides for instate car rental services in Georgia. The rental rate includes liability and collision insurance, vehicle licensing fees, unlimited miles, and free one-way rentals. Pick-up and delivery services are also available. State sales tax for rentals does not apply.

Key Benefits include:

- 50% increase of rental locations as the result of the multiple Supplier award;
- Up to 19% percent savings on certain rental categories;
- Expanded box truck options;
- Agency billing;
- Compatibility with the State Travel Portal, TeamWorks Travel and Expense system.

**Fulton County Elections**  
**2025 Vehicle Reservation Request**

03W3321

**Please note all box trucks must have a lift.**

Election Date: <u>June 17, 2025</u>										
Quantity / Type	Pickup Date	Return Date	Notes		Monthly	Weekly	Daily	Per Unit	Number of Units	Estimate Total
(2) 16ft Trucks	Wed, April 30th	Mon, December 22nd	Delivery/Pickup	7 months 22 days	\$ 3,225.00	\$ 896.00	\$ 128.00	\$ 25,391.00	2	\$ 50,782.00
(2) 20ft Trucks	Wed, April 30th	Mon, December 22nd	Delivery/Pickup	7 months 22 days	\$ 3,300.00	\$ 916.93	\$ 130.99	\$ 25,981.78	2	\$ 51,963.56
(12) 26ft Trucks	Wed, April 30th	Mon, December 22nd	Delivery/Pickup	7 months 22 days	\$ 4,150.00	\$ 1,162.00	\$ 166.00	\$ 32,702.00	12	\$ 392,424.00
(4) Cargo Vans	Wed, April 30th	Mon, December 22nd	Delivery/Pickup	7 months 22 days	\$ 3,300.00	\$ 811.93	\$ 115.99	\$ 25,651.78	4	\$ 102,607.12
(2) SUV	Mon, Jan 6th	Mon, December 22nd	VEO Support	7 month 16 days	\$ 1,778.63	\$ 444.66	\$ 64.07	\$ 13,467.87	2	\$ 26,935.74
(7) Mini Vans	Fri, May 23rd	Wed, June 18th	AB/IS Courier Support	3 weeks 5 days	\$ 1,746.36	\$ 436.59	\$ 62.99	\$ 1,624.72	7	\$ 11,373.04
(5) Cars	Fri, May 23rd	Wed, June 18th	AV Support	3 week 5 days	\$ 1,238.74	\$ 309.60	\$ 45.70	\$ 1,157.30	5	\$ 5,786.50
(40) Cars/Mini Vans	Mon, June 16th	Wed, June 18th	Election Day Support	3 days	\$ 1,335.21	\$ 333.75	\$ 48.99	\$ 146.97	40	\$ 5,878.80
**Priced as FCARS										
Election Date: <u>July 15, 2025</u>										
Quantity / Type	Pickup Date	Return Date	Notes							
(7) Mini Vans	Fri, June 30th	Wed, July 16th	AB/IS Courier Support	2 weeks 2 days	\$ 1,746.36	\$ 436.59	\$ 62.99	\$ 999.16	7	\$ 6,994.12
(5) Cars	Fri, June 30th	Wed, July 16th	AV Support	2 weeks 2 days	\$ 1,238.74	\$ 309.60	\$ 45.70	\$ 710.6	5	\$ 3,553.00
(40) Cars/Mini Vans	Mon, July 14th	Wed, July 16th	Election Day Support	3 days	\$ 1,335.21	\$ 333.75	\$ 48.99	\$ 146.97	40	\$ 5,878.80
**Priced as FCARS										
Election Date: <u>November 4, 2025</u>										
Quantity / Type	Pickup Date	Return Date	Notes							
(7) Mini Vans	Fri, Oct 10th	Wed, Nov 5th	AB/IS Courier Support	3 weeks 5 days	\$ 1,746.36	\$ 436.59	\$ 62.99	\$ 1,624.72	7	\$ 11,373.04
(5) Cars	Fri, Oct 10th	Wed, Nov 5th	AV Support	3 weeks 5 days	\$ 1,238.74	\$ 309.60	\$ 45.70	\$ 1,157.30	5	\$ 5,786.50
(40) Cars/Mini Vans	Mon, Nov 3rd	Wed, Nov 5th	Election Day Support	3 days	\$ 1,335.21	\$ 333.75	\$ 48.99	\$ 146.97	40	\$ 5,878.80
**Priced as FCARS										
Election Date: <u>December 2, 2025</u>										
Quantity / Type	Pickup Date	Return Date	Notes							
(7) Mini Vans	Fri, Nov 7th	Wed, Dec 3rd	AB/IS Courier Support	3 weeks 5 days	\$ 1,746.36	\$ 436.59	\$ 62.99	\$ 1,624.72	7	\$ 11,373.04
(5) Cars	Fri, Nov 7th	Wed, Dec 3rd	AV Support	3 weeks 5 days	\$ 1,238.74	\$ 309.60	\$ 45.70	\$ 1,157.30	5	\$ 5,786.50
(40) Cars/Mini Vans	Mon, Dec 1st	Wed, Dec 3rd	Election Day Support	3 days	\$ 1,335.21	\$ 333.75	\$ 48.99	\$ 146.97	40	\$ 5,878.80
**Priced as FCARS										
									Total	\$ 710,253.36

**1. PRICING.** Pricing is hereby increased by for the following categories:

IN-STATE STANDARD RATES			
Vehicle Class	Daily	Weekly	Monthly
Compact	\$39.60	\$264.85	\$1,059.79
Intermediate	\$45.70	\$309.60	\$1,238.74
Full Size	\$48.99	\$333.75	\$1,335.21
12 Passenger	\$102.59	\$727.31	\$2,909.27
Minivan	\$62.99	\$436.59	\$1,746.36
Pickup Truck	\$81.67	\$573.71	\$2,294.88
Standard SUV	\$64.07	\$444.66	\$1,778.63
Full Size SUV	\$125.00	\$750.00	\$3,000.00

REGISTRATION & ELECTIONS  
 2025 RESERVATION REQUESTS FROM JANUARY 2025 TO SEPTEMBER 8, 2025  
 GA STATEWIDE CONTRACT: SWC# 99999-SPD-ES40199376IS-02 ENDING 9/8/2025

Election Date: <u>June 17, 2025</u>				JUNE ELECTION		JULY ELECTION		AUGUST - SEPTEMBER (NOVEMBER ELECTION)		TOTAL: FROM THE PICK UP DATE TO RETURN DATE OR SEPTEMBER 8	
Quantity / Type	Number of Units	Pickup Date	Return Date								
(2) 16ft Trucks	2	Wed, April 30th	December 22: However, these total are for services up to September 8 2025 (end of current contract)	\$	16,128.00	\$	7,168.00	\$	14,336.00	\$	37,632.00
(2) 20ft Trucks	2	Wed, April 30th	December 22: However, these total are for services up to September 8 2025 (end of current contract)	\$	16,504.74	\$	7,335.44	\$	14,670.88	\$	38,511.06
(12) 26ft Trucks	12	Wed, April 30th	December 22: However, these total are for services up to September 8 2025 (end of current contract)	\$	125,496.00	\$	55,776.00	\$	111,552.00	\$	292,824.00
(4) Cargo Vans	4	Wed, April 30th	December 22: However, these total are for services up to September 8 2025 (end of current contract)	\$	29,229.48	\$	12,990.88	\$	25,981.76	\$	68,202.12
(2) SUV	2	Mon, Jan 6th	December 22: However, these total are for services up to September 8 2025 (end of current contract)	\$	8,003.88	\$	3,557.28	\$	5,805.40	\$	17,366.56
(7) Mini Vans	7	Fri, May 23rd	Wed, June 18th	\$	11,373.04					\$	11,373.04
(5) Cars	5	Fri, May 23rd	Wed, June 18th	\$	5,786.50					\$	5,786.50
(40) Cars/Mini Vans	40	Mon, June 16th	Wed, June 18th	\$	5,878.80					\$	5,878.80
**Priced as FCARS											
Election Date:		<u>July 15, 2025</u>									
Quantity / Type		Pickup Date	Return Date								
(7) Mini Vans	7	Fri, June 30th	Wed, July 16th			\$	6,994.12			\$	6,994.12
(5) Cars	5	Fri, June 30th	Wed, July 16th			\$	3,553.00			\$	3,553.00

(40) Cars/Mini Vans	40	Mon, July 14th	Wed, July 16th		\$	5,878.80		\$	5,878.80
TOTAL	126			\$	218,400.44	\$	103,253.52	\$	172,346.04
								\$	494,000.00

7/11/2023

\* Department will submit request for BOC approval for services from September 9, 2025 to December 31, 2025







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0072

**Meeting Date:** 1/22/2025

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### Department

Real Estate and Asset Management

### Requested Action

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC #99999-001-SPD0000154-0001, Facility Maintenance Solution an amount not to exceed \$1,213,795.02 with CGL Facility Management, LLC (Fayetteville, GA) to retain the contractor to perform State of Georgia requested capital improvement projects (CIP) funded through the State of Georgia's capital reserve established through their leases at 5710 Stonewall Tell Rd, 515 Fairburn Rd, and 1249 Donald Lee Hollowell Pkwy. Effective upon BOC approval.

### Requirement for Board Action

In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than \$100,000 shall be forwarded to the Board of Commissioners for approval.

### Strategic Priority Area related to this item

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** The existing statewide contract #99999-001-SPD0000154-0001, Facility Maintenance Solution provides preventive and corrective maintenance services for the County-owned facility currently leased to the State of Georgia Department of Human Services (DHS) located at 5710 Stonewall Tell Road, College Park, GA 30349. The State of Georgia contracts with CGL for corrective and preventive maintenance services at the 515 Fairburn Rd and 1249 Donald Lee Hollowell DHS locations.

DREAM is requesting BOC approval to allow DREAM to expend the State's capital funds for all three (3) facilities through the County's existing statewide contract agreement with CGL for the completion of capital improvement projects requested by the Department of Family and Child Services (DFCS).

**Scope of Work:** The statewide contractor (facility maintenance) will operate, maintain, monitor, and adjust the day-to-day operations of all mechanical, electrical, and building systems. The contractor shall be fully responsible for providing customer service, quality control and all other services.

**Cost Breakdown of DFCS Facilities Capital Improvement Projects:**

	DFCS Location	Description of Work	Costs
1	5710 Stonewall Tell Road, College Park, GA 30349	Replaced exterior window seating, wet seal exterior windows on 3 <sup>rd</sup> & 4 <sup>th</sup> floors, painting of facility, carpet replacement, replacement of booster pumps.	\$509,061.05
2	515 Fairburn Road SW, Atlanta, GA 30331	Replace backflow system, and carpet replacement.	\$372,980.62
3	1249 Donald Lee Hollowell Parkway NW, Atlanta, GA 30318	Carpet replacement, and painting of of facility.	\$331,753.35
	<b>Total Costs</b>		<b>\$1,213,795.02</b>

**Community Impact:** None of which the Department is aware.

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

**Project Implications:** Failure to approve this item could result in the Department being in breach of the County's lease with the State of Georgia.

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

**Department Issues/Concerns:** If this increased spending authority is not approved, the County will have no means to pay CGL for State of Georgia requested capital work per the terms and conditions of the existing lease agreement.

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

**Contract & Compliance Information**

Not Applicable

**Exhibits Attached**

Exhibit 1: SWC#99999-001-SPD0000154-0001

**Exhibit 2: Performance Evaluation****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:	\$1,213,795.02
TOTAL:	\$1,213,795.02

**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:**

475-620-620A-1424: S. Ful. DFACS, Renovations - \$423,795.02 "Subject to availability of funding for FY2025 adopted by BOC"

**Funding Line 2:**

507-620-620A-1410: DFACS, Equipment- \$40,000.00 "Subject to availability of funding for FY2025 adopted by BOC"

**Funding Line 3:**

507-620-620A-1424: DFACS, Renovations- \$750,000.00 "Subject to availability of funding for FY2025 adopted by BOC"

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: N

**Overall Contractor Performance Rating:** 82

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

Yes

**Report Period Start:**  
7/1/2024

**Report Period End:**  
9/30/2024

## Summary of Contract # 99999-001-SPD0000154-0001



[Open Main Document](#)

### Contract Information

Contract Name ★ Facility Maintenance Solution

Contract Type ★ Convenience Statewide Contract

Supplier Name CGL FACILITY MANAGEMENT LLC

Summary [View Summary](#)

### Contract Dates

Begin Date 8/15/2018 12:00 AM EDT

Expire Date 7/14/2025 11:59 PM EDT

### Contract Managers

Donnie Treadway [donnie.treadway@doas.ga.gov](mailto:donnie.treadway@doas.ga.gov)  
+1 404-657-4254

### > Purchasing Information

### > Attachments

★ Required

[Close](#)

## Performance Evaluation Details

<b>ID</b>	E1
<b>Project</b>	Facility Maintenance
<b>Project Number</b>	SWC#99999-001-SPD0000154-0001 -
<b>Supplier</b>	CGL Companies
<b>Supplier Project Contact</b>	Jennifer Svoboda (preferred language: English)
<b>Performance Program</b>	Professional Services
<b>Evaluation Period</b>	07/01/2024 to 09/30/2024
<b>Effective Date</b>	10/15/2024
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	10/15/2024
<b>Expectations Meeting Date</b>	Not Specified
<b>Status</b>	Completed
<b>Publication Date</b>	10/15/2024 11:37 AM EDT
<b>Completion Date</b>	10/15/2024 11:37 AM EDT
<b>Evaluation Score</b>	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

CGL's responsiveness to inquiries has been prompt coming from their service manager and field technicians. Invoices have been received with a little delay and when an inquiry was made into any discrepancies, the communications from their office managers were clear and transparent.

### 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

CGL has proven to be reliable when called upon for their services and they delivered them within an acceptable timetable and resolution.

### 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

Technicians are very knowledgeable and professional, and their communication with key DREAM personnel has been concise and precise as it pertains to services rendered.

### COMMUNICATIONS AND CO-OPERATION

17/20

Rating

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

Comments

CGL staff provided on-site customer care visits to affirm the status of Fulton County satisfaction with their services. Again, their field technicians displayed a high level of professionalism and often went out their way to ensure that DREAM's key personnel were updated on their progress reports.

### 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

CGL independently manage their contract with little to no supervision required by County staff and continue to respond to any requests in a prompt and professional manner.

### GENERAL COMMENTS

Comments

*Not Specified*







# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0073

**Meeting Date:** 1/22/2025

### Department

Real Estate and Asset Management

### Requested Action

Request approval to amend an existing contract - Department of Real Estate and Asset Management, 22ITB121622K-DJ, Industrial Racking for the Fulton County Central Warehouse, in an amount not to exceed \$260,000.00 with McGee Storage & Handling (Norcross, GA), to continue providing services that support the most functional and cost-effective solution of equipment and related components that facilitate a multi-business functional workplace environment for the selected County Agencies at the Fulton County Central Warehouse and to extend the contract through December 31, 2025 to complete the work. Effective upon BOC approval.

### Requirement for Board Action

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

### Strategic Priority Area related to this item

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** This request to extend the existing contract and increase spending authority is needed for furnishing, delivering, and providing installation of a ballot cage extension for the Fulton County Superior Clerk of Court; extending nine (9) shelving swing doors for the Fulton County Marshal and the removal of existing shelving for the Fulton County IT Department.

The Fulton County Board of Commissioners (BOC) approved McGee Storage & Handling to provide services that support the most functional and cost-effective solution of equipment and related components that would facilitate a multi-business functional workplace environment for the selected County Agencies at the Fulton County Central Warehouse, 5600 Campbellton-Fairburn Road, Atlanta, GA 30213.

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

	Department	Description	Total Cost
1	Clerk of Superior & Magistrate Court	Provide Ballot Cage Extension	\$32,553.00
2	Marshal	Extend shelving swing doors, 9-total (7 each -48 in wide & 2 each -36 in wide)	\$5,527.25
3	IT Department	Removal of existing multi-level shelving	\$210,149.00
	<b>Total Costs minus contingency</b>		<b>\$248,229.25</b>

A contingency of \$11,770.75 is included for any unforeseen scope to complete the projects.

**Community Impact:** None that the Department is aware.

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

The Industrial Racking Contractor will work in collaboration with the DREAM's Management Team for completion of each project.

**Project Implications:** This contract intent is to accommodate and support the selected County Agencies by providing the most functional and cost-effective solution of equipment and related components that will facilitate a multi-business functional workplace environment and support all daily function requirements at the Fulton County Central Warehouse.

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

**Department Issues/Concerns:** If this existing contract extension and increase spending authority is not approved, the County does not have the capacity, to purchase and deliver the necessary storage solutions and related components that will accommodate the workplace environment requirements for the selected Fulton County Agencies.

## **Contract Modification**

---

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0246	4/12/23	\$3,137,629.89
Increase Spending Authority No. 1	23-0682	10/4/23	\$208,896.69
Increase Spending Authority No. 2	24-0163	3/6/24	\$11,831.00
Increase Spending Authority No. 3	24-0241	4/10/24	\$104,522.00
<b>Amendment No. 4</b>			<b>\$260,000.00</b>
Total Revised Amount			\$3,722,879.58

**Contract & Compliance Information** *(Provide Contractor and Subcontractor details.)***Contract Value:** \$260,000.00**Prime Vendor:** McGee Storage & Handling**Prime Status:** Non-Minority**Location:** Norcross, GA**County:** Gwinnett County**Prime Value:** \$260,000.00 or 100.00%**Total Contract Value:** \$260,000.00 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: Amendment No. 4 to Form of Contract

Exhibit 2: Cost Proposal

Exhibit 3: Performance Evaluation

**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: \$3,137,629.89

Previous Adjustments: \$325,249.69

This Request: \$260,000.00

TOTAL: \$3,722,879.58

**Grant Information Summary**

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

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

500-520-5200-C601: Capital, Real Estate and Asset Management, Central Warehouse Buildouts-  
\$253,972.75

**Funding Line 2:**

100-419-4192-1408: General, County Marshal, Equipment Non-Capitalizable- \$2,000.00

**Funding Line 3:**

100-419-4202-1408: General, County Marshal, Equipment Non-Capitalizable- \$4,027.25

Key Contract Terms	
<b>Start Date:</b> Upon BOC Approval	<b>End Date:</b> 12/31/2025
<b>Cost Adjustment:</b> \$260,000.00	<b>Renewal/Extension Terms:</b> N

**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

**AMENDMENT NO. 4 TO FORM OF CONTRACT**

Contractor: **McGee Storage and Handling**

Contract No.: **22ITB121622K-DJ, Industrial Racking for the Fulton County Central Warehouse**

Address: **4467 Park Drive, Suite C**  
City, State **Norcross, GA 30093**

Telephone: **770-458-4346**

Email: [info@mcgeeatlanta.com](mailto:info@mcgeeatlanta.com)

Contact: **Kirk Anderson**  
**President**

**W I T N E S S E T H**

WHEREAS, Fulton County ("County") entered into a Contract with McGee Storage and Handling to provide Industrial Racking for the Fulton County Central Warehouse, dated April 12<sup>th</sup>, 2023, on behalf of the Department of Real Estate & Asset Management; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority to continue providing services that support the most functional and cost-effective solution of equipment and related components that facilitate a multi-business functional workplace environment for the selected County Agencies at the Fulton County Central Warehouse and to extend the contract through December 31, 2025 to complete the work; 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 January 22, 2025, BOC Items #25-.

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

This Amendment No. 4 to Form of Contract is effective as of the 22<sup>nd</sup> day of January 2025, between the County and McGee Storage and Handling, who agree that all Services specified will be performed in accordance with this Amendment No. 4 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To cover the costs furnish, deliver, and provide installation of furnish, deliver, and provide installation of the work detailed below at the Fulton County Central Warehouse located at 5600 Campbellton-Fairburn Road, Atlanta, GA 30213.

	Dept	Description	Location	Total Cost
1	Superior Clerk of Court	Provide Ballot Cage Extension	Fulton County Central Warehouse	\$32,553.00
2	Marshal	Extend shelving swing doors, 9-total (7 each -48 in wide & 2 each -36 in wide)	Fulton County Central Warehouse	\$5,527.25
3	IT Department	Removal of existing multi-level shelving	IT Warehouse	\$210,149.00
4	Owner Controlled Contingency			\$11,770.75
	<b>TOTAL</b>			<b>\$248,229.25</b>

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$260,000.00 (Two Hundred Sixty Thousand Dollars and No Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 4 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 4 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 4 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

**[INTENTIONALLY LEFT BLANK]**

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

OWNER:

**FULTON COUNTY, GEORGIA**

\_\_\_\_\_  
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:

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

CONTRACTOR:

**MC GEE STORAGE & HANDLING**

\_\_\_\_\_  
Kirk Anderson,  
President

ATTEST:

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

(Affix Corporate Seal)

ATTEST:

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

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

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

(Affix Notary Seal)

ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>	ITEM#: _____ 2 <sup>ND</sup> RM: _____ <b>SECOND REGULAR MEETING</b>
--	---

August 08, 2024

**Mr. Timothy Dimond**

Deputy Director

**Mr. Mike Rowicki**

Fulton Central Warehouse

5600 Cambelton-Fairburn Rd

Fairburn, GA 30213

Dear Tim and Mike,

Thank you for the opportunity to present the following:

## Ballot Cage Extension

### Scope of Work:

The existing cage and racking will be doubled in size. Currently there are 12 bays of racking (96 pallet capacity). When completed there will be 192 pallet capacity. The existing end panels and slide door will be moved to addition's end.

Material Cost = \$26,807.00

Installation = \$5,296.00 (includes lift equipment)

Freight = \$450.00

**Sub-Total = \$32,553.00** (excludes applicable taxes)

**TERMS:** McGee Standard Terms & Conditions are attached and considered part of this complete proposal

**DELIVERY:** 2-4 weeks (racking is currently in stock)

*All prices, terms and conditions as set forth in this quotation are firm for a period of 10 days from the above date.*

Sincerely yours,



Kirk Anderson

President



August 081, 2024

**Mr. Timothy Dimond**

Deputy Director

**Mr. Mike Rowicki**

Fulton Central Warehouse

5600 Cambelton-Fairburn Rd

Fairburn, GA 30213

Dear Tim and Mike,

Thank you for the opportunity to present the following:

## Shelving Swing Doors

### Scope of Work:

Add Swing Doors to the front of existing shelving. There is a total of seven (7) 48" wide and two (2) 36" wide. Each is lockable (2 keys included). While on site the bottom side panels on two units will be removed to allow longer product to sit on two adjacent shelves.

Material Cost = \$3,796.00

Installation = \$950.00

Freight = \$781.25

**Sub-Total = \$5,527.25** (excludes applicable taxes)

**TERMS:** McGee Standard Terms & Conditions are attached and considered part of this complete proposal

**DELIVERY:** 4-6 weeks

*All prices, terms and conditions as set forth in this quotation are firm for a period of 10 days from the above date.*

Sincerely yours,



Kirk Anderson  
President

May 15, 2024

Michael A. Graham  
Mr. Keith Johnson  
Fulton County Government, Real Estate & Asset Management Dept.  
141 Pryor Street, Suite 8021  
Atlanta, Georgia 30303

Dear Michael and Keith:

## Multi-Level Shelving Removal

Project Scope: McGee will remove all current shelving, stair towers, walkway and mezzanine structures.

**Includes:** Complete removal of description above plus:

- All Labor and Lift Equipment (no temporary labor considered)
- Electrical disconnect and demolition within the system
- Removal of data / phone lines within the system
- Shearing of anchors at floor level
- Broomed clean at end
- Coordinating all scrap removal
- Weekly updates

**Not Included:**

- No removal of material or goods outside of systems footprint
- Concrete or building repair
- Floor Scrubbing (only broom clean)
- No product removal (records etc)

**NOTE:** McGee retains all scrap value

**Total Labor = \$210,149.00**

Michael Graham and Keith Johnson – Fulton County  
May 15, 2024

**Assumptions:**

- Building is available from 6:30 am to 6:30 pm daily Monday - Saturday
- McGee is given access to building when desired in time frame above
- Shelving System will be completely empty and free of other trades of Fulton County Employees
- Ramp and all dock doors will be available for use
- Project is expected to take from 7-10 weeks (McGee cannot guarantee timeline)
- If security is necessary to retain scrap metal Fulton County will respond or compensate McGee

**Terms:** Fulton County will be billed Bi-Weekly – Net 10 days

**Scheduling:** McGee will need 5-6 Weeks to ready our schedule to properly ready our man-power.

Signature \_\_\_\_\_ Date \_\_\_\_\_ P.O. \_\_\_\_\_

Sincerely yours,



Kirk Anderson  
*President*

## Performance Evaluation Details

<b>ID</b>	E2
<b>Project</b>	Industrial Racking for the Fulton County Central Warehouse
<b>Project Number</b>	22ITB121622K-DJ
<b>Supplier</b>	McGee Storage and Handling
<b>Supplier Project Contact</b>	Tyler Bacon (preferred language: English)
<b>Performance Program</b>	Goods and Commodity Services
<b>Evaluation Period</b>	04/01/2024 to 09/30/2024
<b>Effective Date</b>	11/21/2024
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	Not Specified
<b>Expectations Meeting Date</b>	08/07/2024
<b>Status</b>	Completed
<b>Publication Date</b>	11/21/2024 08:23 AM EST
<b>Completion Date</b>	11/21/2024 08:23 AM EST
<b>Evaluation Score</b>	85

### Related Documents

There are no documents associated with this Performance Evaluation

## OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

### QUALITY OF PRODUCT OR SERVICE

17/20

Rating

**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

The contractor has performed very well in the delivery of all aspects of the requests.





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0074

**Meeting Date:** 1/22/2025

### Department

Finance

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

Request approval of a recommended proposal - Finance Department, 24RFP1336388C-MH, Professional Property & Casualty Broker Services in an amount not to exceed \$94,500.00 with Edgewood Partners Insurance Center (EPIC), (Duluth, GA) to provide professional Property & Casualty brokerage services effective upon BOC approval 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 102-374 and 102-375, all competitive sealed proposals shall be forwarded to the Board of Commissioners for approval.

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

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

### Summary & Background

**Scope of Work:** Provide professional insurance brokerage services to include but not limited to marketing/placement of insurance coverages, public official bonds, claim advocate services, generating certificate of insurance and insurance consulting services.

**Community Impact:** Maintain effective insurance coverages for County operations

**Department Recommendation:** Finance recommends approval.

**Project Implications:** None

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

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

**Contract Value:** \$94,500.00  
**Prime Vendor:** EPIC Insurance Brokers, Inc.  
**Prime Status:** Non-Minority  
**Location:** Duluth, GA  
**County:** Gwinnett County  
**Prime Value:** \$94,500.00 or 100.00%

**Total Contract Value:** \$94,500.00 or 100.00%  
**Total M/FBE Value:** \$-0-

**Exhibits Attached**

Exhibit 1: Evaluation Committee Recommendation Letter  
Exhibit 2: Performance Evaluation

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

Hakeem Oshikoya, Finance Director, 404-612-7641

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$0  
Previous Adjustments: \$0  
This Request: \$94,500.00  
TOTAL: \$94,500.00



**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: Risk Management Fund, Non-Agency, Claims**

725-999-P001-1242: Risk management Fund, Non-Agency, General Liability/Excess Insurance/Litigation Expenses - \$94,500.00

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: 2 renewal options

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

Yes

**Report Period Start:**  
7/1/2024**Report Period End:**  
10/31/2024



## INTEROFFICE MEMORANDUM

**TO:** Felicia Strong-Whitaker, Director <sup>Initial</sup> *FSW*  
Department of Purchasing & Contract Compliance

**FROM:** Evaluation Committee Recommendation Letter

**DATE:** December 9, 2024

**PROJECT:** 24RFP1336388C-MH, "Property and Casualty Broker Services"

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Finance Department.

Three (3) qualified firms submitted proposals for evaluation and consideration for award of the Property and Casualty Broker Services for this project:

1. Edgewood Partners Insurance Center dba EPIC Insurance Brokers and Consultants (EPIC)
2. Southeast Series of Lockton Companies, LLC
3. Willis Towers Watson Southeast, Inc. (WTW Southeast)

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 **Edgewood Partners Insurance Center dba EPIC Insurance Brokers and Consultants** with a total score of **94.05**, is the recommended vendor for the award of **#24RFP1336388C-MH**, "Property and Casualty Broker Services".

Evaluation Committee Recommendation Letter  
December 9, 2024 P a g e | 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:**

Signed by:

*Ray Turner*

43EAB45F9E5E489...

Ray Turner, Deputy Director of Finance

DocuSigned by:

*Latoya Belgrave-Green*

661665FE738E447...

Latoya Belgrave-Green, Risk Manager

Signed by:

*Bernard Nelson*

2B960E59CB3240E

Bernard Nelson, Risk Supervisor

EVALUATION CRITERIA	WEIGHT	Edgewood Partners Insurance Center	Southeast Series of Lockton Companies, LLC	Willis Towers Watson Southeast, Inc.
Project Plan/Approach to Work	25	22.92	20.83	20.83
Qualification of Key Personnel	15	15	13.75	15
Relevant Project Experience/Past Performance	25	25	25	22.92
Availability of Key Personnel	15	13.75	12.5	12.5
Local Preference	5	5	5	5
Service Disabled Veterans Preference	2	0	0	0
Cost Proposal	13	12.38	13	13
<b>TOTAL SCORE:</b>	<b>100.00</b>	<b>94.05</b>	<b>90.08</b>	<b>89.25</b>

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

## Performance Evaluation Details

<b>ID</b>	E10
<b>Project</b>	Property and Casualty Broker Services
<b>Project Number</b>	21RFP102521C-MH
<b>Supplier</b>	Edgewood Partners Insurance Center
<b>Supplier Project Contact</b>	LaToya Cotton (preferred language: English)
<b>Performance Program</b>	Professional Services
<b>Evaluation Period</b>	07/01/2024 to 09/30/2024
<b>Effective Date</b>	10/01/2024
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	09/30/2024
<b>Expectations Meeting Date</b>	09/30/2024
<b>Status</b>	Completed
<b>Publication Date</b>	10/01/2024 09:15 AM EDT
<b>Completion Date</b>	10/01/2024 09:15 AM EDT
<b>Evaluation Score</b>	100

### Related Documents

There are no documents associated with this Performance Evaluation

## OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range  
Outstanding = 90-100%  
Excellent = 80-89%  
Satisfactory = 70-79%  
Needs Improvement = 50-69%  
Unsatisfactory = -50%

### PROJECT MANAGEMENT

20/20

Rating

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

Comments

*Not Specified*

### SCHEDULE

20/20

Rating

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

Comments

*Not Specified*

### QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

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

Comments

*Not Specified*

### COMMUNICATIONS AND CO-OPERATION

20/20

Rating

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

Comments

*Not Specified*

### OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

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

Comments

*Not Specified*

### GENERAL COMMENTS

Comments

*Not Specified*





# Fulton County Board of Commissioners

## Agenda Item Summary

---

**Agenda Item No.:** 25-0075

**Meeting Date:** 1/22/2025

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### Department

Finance

### Requested Action

Request approval of a recommended proposal - Finance Department, 24RFP1337774C-MH, Financial Advisory Services in an amount not to exceed \$217,000.00 with Raymond James LLC (Atlanta, GA) to provide financial advisory services upon execution of contract through December 31, 2025, with two renewal options.

### Requirement for Board Action

In accordance with Purchasing Code Section 103-374 or 102-375, all competitive sealed proposals shall be forwarded to the Board of Commissioners for approval.

### Strategic Priority Area related to this item

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:** To provide financial advisory services for upcoming County debt issuances, including the 2025 Tax Anticipation Note for General fund short term cash flow requirements, as well as three potential bond issuances for (1) jail facility repairs and renovations, (2) refinancing of the 2013 Water and Sewer revenue bond, and (3) a potential Fulton DeKalb Hospital Authority conduit debt financing. Separate agenda items will be brought to the Board for authorization for each specific debt financing or other financial advisory services that might be requested, this contract provides for one financial advisory for all County debt issuances throughout the term of the contract



and its renewal periods.

**Community Impact:** N/A

**Department Recommendation:** Recommend Approval

**Project Implications:** None

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

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

**Contract Value:** \$217,000.00

**Prime Vendor:** Raymond James & Associates, LLC

**Prime Status:** Non-Minority

**Location:** Atlanta, GA

**County:** Fulton County

**Prime Value:** \$217,000.00 or 100.00%

**Total Contract Value:** \$217,000.00 or 100.00%

**Total Certified Value:** \$-0-

**Exhibits Attached**

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Performance Evaluation

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

Hakeem Oshikoya, Finance Director, 404-612-7641

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00

This Request: \$217,000.00

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TOTAL: \$217,000.00

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**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:**

100-999-D100-1609: General, Non-Agency, Tax Anticipation Note - \$19,500.00

**Funding Line 2:**

Proposed facility bond financing fund to be determined, object 1130 bond issue costs \$95,000.00

**Funding Line 3:**

Proposed 2013 Water Sewer bond refinancing, fund to be determined, object 1130 bond issue costs \$55,000.00

**Funding Line 4:**

Proposed Fulton DeKalb Hospital Authority financing, costs of the financial advisory would be absorbed by the proceeds of the bond financing, (\$47,500.00)

Key Contract Terms	
Start Date: 1/8/2025	End Date: 12/31/2025
Cost Adjustment: \$212,000	Renewal/Extension Terms: TV renewal options

**Overall Contractor Performance Rating:** 100

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

Yes

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

---

**Agenda Item No.:** 25-0075

**Meeting Date:** 1/22/2025

---

**1/1/2024**

**6/30/2024**



## INTEROFFICE MEMORANDUM

**TO:** Felicia Strong-Whitaker, Director <sup>Initial</sup> FSW  
Department of Purchasing & Contract Compliance

**FROM:** Evaluation Committee Recommendation Letter

**DATE:** December 19, 2024

**PROJECT:** 24RFP1337774C-MH, "Financial Advisory Services"

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Finance Department.

Five (5) qualified firms submitted proposals for evaluation and consideration for award of the Financial Advisory Services for this project:


1. First Tryon Securities, LLC d/b/a First Tryon Advisors
2. Raymond James Financial, Inc.
3. PFM Financial Advisors LLC
4. Davenport & Company, LLC
5. Public Resources Advisory Group, Inc

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **Raymond James and Associates, Inc.** with a total score of **89.67**, is the recommended vendor for the award of #24RFP1337774C-MH, "Financial Advisory Services".

Evaluation Committee Recommendation Letter  
December 19, 2024 **Page | 2**

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

**SELECTION COMMITTEE MEMBERS:**

Signed by:  
  
42EAD46F3E6E400...  
Ray Turner, Deputy Director

Signed by:  
  
387066D0D7CE482...  
Bryce Riddle, Investment officer

DocuSigned by:  
  
DFF2D042667C48E...  
Jaunius Simokaitis, Utility Billing & Collections Manager

Evaluation Committee Recommendation Letter  
December 19, 2024

Page | 3

EVALUATION CRITERIA	WEIGHT	Raymond James & Associates, Inc.	Davenport & company, LLC	Public Resources Advisory Group, Inc	First Tryon Securities, LLC d/b/a First Tryon Advisors	PFM Financial Advisors, LLC
Project Plan/Approach to Work	20	16.67	16.67	15	18.33	13.33
Qualification of Key Personnel	20	16.67	16.67	16.67	16.67	16.67
Relevant Project Experience/Past Performance	20	20	16.67	16.67	18.33	16.67
Availability of Key Personnel	10	8.33	8.33	7.5	7.5	8.33
Local Preference	5	5	5	0	0	5
Service Disabled Veterans Preference	2	0	2	0	0	0
Cost Proposal	23	23	17.21	20.37	15	15.12
TOTAL SCORE:	100.00	89.67	82.55	76.21	75.83	75.12

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

## Performance Evaluation Details

<b>ID</b>	E3
<b>Project</b>	Financial Advisory Services
<b>Project Number</b>	21RFP1108C-MH
<b>Supplier</b>	Raymond James & Associates, Inc.
<b>Supplier Project Contact</b>	TOM OWENS (preferred language: English)
<b>Performance Program</b>	Professional Services
<b>Evaluation Period</b>	01/01/2024 to 06/30/2024
<b>Effective Date</b>	10/14/2024
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	Not Specified
<b>Expectations Meeting Date</b>	Not Specified
<b>Status</b>	Completed
<b>Publication Date</b>	10/14/2024 02:58 PM EDT
<b>Completion Date</b>	10/14/2024 02:58 PM EDT
<b>Evaluation Score</b>	100

### Related Documents

There are no documents associated with this Performance Evaluation

## OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range  
Outstanding = 90-100%  
Excellent = 80-89%  
Satisfactory = 70-79%  
Needs Improvement = 50-69%  
Unsatisfactory = -50%

### PROJECT MANAGEMENT

20/20

Rating

**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

Tom Owens with Raymond James provided excellent support to the County's annual issuance of a tax anticipation note. This includes dealing with rating agencies, tax issues, bond counsel, disclosure counsel if necessary, and has a great understanding of the County's overall cash flow dynamics.

### 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

Very good coordination among other professionals to ensure a timely issuance of the County's short term financing.

### 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

No issues.

### 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

Tom Owens is very responsive and is great at reaching out to the County to ensure we are providing information and maintaining to our issuance timelines.

### 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

Very high satisfaction with Raymond James.

### GENERAL COMMENTS

Comments

*Not Specified*







# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0076

Meeting Date: 1/22/2025

### Department

Finance

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

Request approval of a Resolution authorizing membership in the Association County Commissioners of Georgia -Interlocal Risk Management (ACCG-IRMA) Agency and participation in the ACCG-IRMA First Responder PTSD Fund and an Intergovernmental Agreement with ACCG-IRMA to effectuate such participation.

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

Click or tap here to enter text.

### 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.)*

On May 1, 2024, Gov. Brian Kemp ceremoniously signed House Bill 451 (2024), **The Ashley Wilson Act**, into law. The Ashley Wilson Act requires the State of Georgia and any local government or authority in the State to provide and maintain specific Post-Traumatic Stress Disorder (PTSD) insurance coverages for all “eligible first responders” as defined in O.C.G.A. § 45-25-2 as of January 1, 2025. This includes all full-time, part-time and volunteer first responders.

The Act ensures that First Responders can get the lump sum benefit in a confidential manner similar to receiving mental health benefits under a group health plan (subject to HIPAA) or under an

employee assistance program, and limits interactions with the employer for disability benefits to those allowed for other mental health disability benefits.

**Scope of Work:** Employers eligible to participate in Association County Commissioners of Georgia - Interlocal Risk Management (ACCG-IRMA) shall complete an Application for membership in the ACCG-IRMA and participation in the ACCG-IRMA First Responder PTSD Fund.

**Community Impact:** None

**Department Recommendation:** None

**Project Implications:** None

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

### **Fiscal Impact / Funding Source**

**Funding Line 1:**

n/a

**ACCG - INTERLOCAL RISK MANAGEMENT (ACCG-IRMA)  
FIRST RESPONDER PTSD APPLICATION AND PARTICIPATION AGREEMENT**

Employers eligible to participate in ACCG-IRMA (hereinafter a “Participating Employer” or “Employer”) shall complete this Application and Participation Agreement in order to purchase First Responder PTSD coverage fully insured by MetLife under the ACCG-IRMA First Responder PTSD Fund Master Policy for a Lump Sum PTSD Diagnosis Benefit, a PTSD Disability (Income Replacement) Benefit, or a Combined Lump Sum PTSD Diagnosis Benefit and PTSD Disability (Income Replacement) Benefit. Once approved by ACCG-IRMA’s Program Administrator, the Participating Employer will receive a one-page Summary of Benefits identifying the purchased coverage(s) (the “First Responder PTSD Policy”) and a link to the Policy Certificate for the purchased coverage(s), so it may make these available to their First Responders.

**Who Does What?**

- ACCG-IRMA is the Policyholder of a First Responder PTSD Policy insured by MetLife, which provides a Lump Sum Benefit and a Disability (Income Replacement) Benefit. These coverages together are designed to meet the requirements of the Ashley Wilson Act (the “Act”), effective January 1, 2025.
- Association County Commissioners of Georgia (“ACCG”) is the Program Administrator for ACCG-IRMA. ACCG uses information from the First Responder census data provided by the Participating Employer to bill for the premiums due under the First Responder PTSD Policy and maintains (either directly or through the broker for the First Responder PTSD Policy) Participating Employers’ Application and Participation Agreements.
- Participating Employers are responsible for providing census data to ACCG-IRMA’s broker that identifies all First Responders (as defined below) performing first responder services for them, classifying the First Responders by statutory definition and as employed or volunteer, and identifying those First Responders who are First Responders for another Public Entity.
- Participating Employers are responsible for submitting complete and accurate census data and paying premiums to ACCG-IRMA, communicating with First Responders about the coverages the Employer provides, providing the Summary of Benefits and link to the applicable Certificate to First Responders, and providing all requested information and documentation requested by ACCG-IRMA’s broker to ensure the census is current.
- Participating Employers are responsible for designating an authorized member of human resources staff to receive inquiries from MetLife related to work requirements or work status for disability claims and provide all information requested by MetLife for that purpose.
- To comply with the confidentiality provisions of the Act, ACCG and ACCG-IRMA’s broker will not inform Participating Employers whether a First Responder has submitted a claim for benefits or received any such benefits.
- Participating Employers are responsible for ensuring that any information in their possession related to claims, and any other information that would reasonably identify an individual as having been diagnosed with PTSD, is used only in accordance with applicable laws and is kept confidential in the same way as mental health information related to an employer sponsored major medical plan or employee assistance program.
- Participating Employers are prohibited by law from taking any employment action solely as a result of a First Responder’s diagnosis, claims, or benefits under the Act.
- MetLife evaluates claims and pays approved claims under the First Responder PTSD Policy. All claims for benefits must be submitted to MetLife.
- First Responders do not need to inform the Participating Employer that they are making a claim.
- Neither ACCG-IRMA nor ACCG have any role in claim determination or payment.

**Definition of First Responder.** A First Responder for the Participating Employer is an individual who meets one or more of the following definitions as a result of services he or she performs for the Participating Employer as an employee or volunteer:

- (A) 'Communications officer' as defined in Code Section 37-12-1;
- (B) 'Correctional officer' as defined in Code Section 45-1-8;
- (C) 'Emergency medical professional' as defined in Code Section 16-10-24.2;
- (D) 'Emergency medical technician' as defined in Code Section 16-10-24.2;
- (E) 'Firefighter' as defined in Code Section 25-4-2;
- (F) 'Highway emergency response operator' as defined in Code Section 45-1-8;
- (G) 'Jail officer' as defined in Code Section 45-1-8;
- (H) 'Juvenile correctional officer' as defined in Code Section 45-1-8;
- (I) 'Peace officer' as defined in Code Section 35-8-2;
- (J) 'Probation officer' as defined in Code Section 45-1-8; and
- (K) Law enforcement officer with the Department of Natural Resources.

#### **Employer Obligations:**

- Employer shall not require any kind of contribution from First Responders for the coverage(s) provided under the First Responder PTSD Policy.
- Employer is solely responsible for identifying all First Responders (as defined above). Any questions about First Responder status should be resolved by contacting legal counsel.
- Employer shall submit initial First Responder census data to the ACCG-IRMA broker in the form requested, and must update this census data as requested in order to ensure that all First Responders are properly identified and classified.
- The Employer's cost for coverage under the First Responder PTSD Policy will be based on the most recent census data at the time of billing.
- Employer shall provide the Summary of Benefits and a link to the applicable Certificate to all First Responders at no charge, and shall provide a copy of the applicable Policy to First Responders upon request.
- If the Policy is terminated for any reason, Employer shall provide notification of termination to all First Responders.
- Whenever requested to do so by MetLife or ACCG, Employer shall provide MetLife or ACCG the information requested.

#### **Benefits Exempt from Income Tax:**

- MetLife has determined that benefits it will pay under the policy are not subject to state or federal income taxation. Accordingly, MetLife will not report benefits to the IRS or withhold any amounts from benefit payments.
- MetLife will advise benefit recipients that benefits are not subject to federal or state income tax, so MetLife will not withhold taxes or provide a 1099 or W-2 or report benefit payments to the IRS. MetLife will remind benefit recipients that the benefits may offset other benefits received by the recipient or have other tax consequences and encourage them to consult their tax advisor for guidance.
- MetLife will provide a summary of benefits to the benefits recipient upon request.
- Legal counsel to ACCG-IRMA has advised ACCG-IRMA of the following:
  - The Ashley Wilson Act provides that benefits payable pursuant to the Ashley Wilson Act are not subject to Georgia income tax.
  - Benefits payable under the policy to First Responders (as defined in the statute) are not subject to federal income tax because the Ashley Wilson Act is a statute in the nature of a

workers' compensation act under Treas. Reg. Section 1.104-1(b) and the MetLife policy bases benefits solely on diagnosis of work-related injuries or sickness as described in the Act.

- Participating Employers have no tax obligations arising from payment of benefits to their First Responders.
- A copy of the opinion letter is available upon request.

**Information Privacy and Security:**

- See the attached PTSD Privacy Notice, which will be posted on the website where policy information is published. This Notice explains the privacy requirements of the Ashley Wilson Act and how individually identifiable information is used and shared.
- As a critical illness and disability policy, the PTSD Program is not subject to the federal information privacy and security law that applies to group health plans (HIPAA). However, ACCG, the ACCG-IRMA broker, and MetLife protect individually identifiable information and use and share it only in accordance with the privacy provisions of the Ashley Wilson Act and any other applicable privacy laws.
- Participating Employers will provide census data to ACCG-IRMA's broker using a secure portal established by the broker.

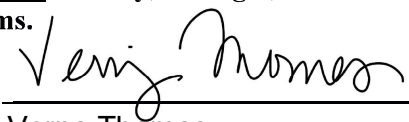
**Desired Coverage (See Attached Proposal for Estimated Annual Premiums):**

**Participating Employer is applying for and agreeing to purchase the First Responder PTSD Combined Lump Sum Diagnosis Benefit and PTSD Disability (Income Replacement) Benefit unless the following option is checked.**

\_\_\_\_\_ First Responder Lump Sum PTSD Diagnosis Benefit Only\* (*Alone, this coverage does NOT meet the requirements of the Ashley Wilson Act. Leave BLANK if you want the full coverage.*)

The coverage elected above automatically renews at each anniversary of the effective date, based on then current premiums established by the Program Administrator. Coverage may be terminated in accordance with the ACCG-IRMA Bylaws regarding termination of membership in an ACCG-IRMA Fund.

On behalf of FULTON COUNTY GOVERNMENT [Name of Participating Employer],  
FULTON County, Georgia, I submit this Application and Participation Agreement and agree to its terms.

Signature:   
Print Name: Verna Thomas

Date: 12/11/2024  
Title: Employee Benefits Manager

## Privacy Notice for Georgia First Responders PTSD Program

*This Privacy Notice describes the individually identifiable information about First Responders that Program Administrators of the Georgia First Responders PTSD Program collect and how it is used and shared.*

**PROGRAM ADMINISTRATORS:** Certain employees of Georgia Municipal Association (“GMA”) and Association County Commissioners of Georgia (“ACCG”) provide administrative services for the PTSD Program. The Southeastern Series of Lockton Companies, Inc. serves as broker for the MetLife insurance policy that is offered through the PTSD Program. GMA, ACCG, and Lockton are all Program Administrators of the PTSD Program.

**PRIVACY OBLIGATIONS UNDER ASHLEY WILSON ACT:** The Ashley Wilson Act contains privacy requirements for information that “could reasonably be used to identify individuals making claims or who have made claims or who have received benefits.” These privacy requirements were included because federal privacy law (HIPAA) does not apply to the Program. Program Administrators and MetLife treat this information as “sensitive mental health information” and only use and share the information to operate the Program, prepare aggregated reports, comply with the law, or as authorized by the First Responder.

Communications between First Responders (or their representatives) and Program Administrators or MetLife are confidential and privileged.

The Act ensures that First Responders can get the lump sum benefit in a confidential manner similar to receiving mental health benefits under a group health plan (subject to HIPAA) or under an employee assistance program, and limits interactions with the employer for disability benefits to those allowed for other mental health disability benefits.

- First Responders submit their claims for benefits directly to MetLife and do not need to inform the Employer.
- MetLife will not inform Program Administrators of claims or benefits without the First Responder’s express authorization.
- MetLife and Program Administrators will never tell Employers whether a First Responder has made a claim for or received a lump sum benefit (without express authorization).
- For the disability benefit, MetLife will only communicate with a human resources contact at the Employer about work requirements and work status, which will indicate that the First Responder has submitted a claim for disability benefits.
- Due to the nature of the Program, MetLife does not need to and will not provide any reports of benefits to the IRS or the Employer.
- If an Employer learns of a claim or benefits from the First Responder or otherwise,

the Employer is prohibited by law from taking any employment action solely as a result of a First Responder's diagnosis, claims, or benefits.

- Employers are required to treat any information they may learn about claims or benefits confidentially as they would treat mental health information associated with a group health plan or employee assistance program.
- Employers are required to designate an employee who is authorized to securely submit eligibility information about First Responders to the Program Administrators' eligibility portal. This information identifies which employees and volunteers meet the definition of First Responder and does not contain any information about claims or benefits.

#### PROTECTED INDIVIDUALLY IDENTIFIABLE INFORMATION MAINTAINED BY PROGRAM ADMINISTRATORS; USE AND SHARING

**Eligibility Data:** A designated representative of each Employer that offers the Program securely submits the following information to the eligibility portal twice a year: **first and last name, social security number, date of birth, type of First Responder (by statutory definition), and employed or volunteer status.** This information is used to ensure proper billing of premiums and is securely shared with MetLife to enable MetLife to validate identity and determine eligibility for benefits when First Responders submit claims. To comply with the Act's privacy requirements, MetLife will NOT check with the Employer to determine eligibility when a claim is made.

**Information Provided by First Responder:** If a First Responder contacts a Program Administrator with questions about the Program, the Program Administrator may collect individually identifiable information necessary to answer the questions or direct the First Responder to the right resource and otherwise communicate with the First Responder. This information may include name, phone number, email, employer, employment status, and other information shared by the First Responder. This information is used to answer the questions and may be shared with other Program Administrators or MetLife as appropriate for answering the question and for customer service purposes.

**Information About First Responder Claims or Receipt of Benefits:** Program Administrators do not have access to information about whether a First Responder has submitted a claim for benefits or has received benefits unless the First Responder shares that information with the Program Administrator(s). MetLife is prohibited from sharing individually identifiable information about claims and benefits with the Program Administrators without an express written authorization from the First Responder. However, Program Administrators may learn about claims or benefits from a First Responder or someone acting on behalf of the First Responder. Program Administrators may share this information with other Program Administrators and MetLife as they deem appropriate for the operation of the Program.



**Reports that Do Not Include Direct Identifiers:** Program Administrators may request reports from MetLife that show use of benefits for purposes of evaluating the Program. These reports will not contain names or other direct identifiers. However, the reports may contain information (such as type of First Responder and geographic location of employer) that could be used with other information to identify individuals. These reports will be used as the Program Administrators deem appropriate for the operation of the Program and may be shared among the Program Administrators and with MetLife. Reports that could reasonably be used to identify an individual shall not be shared except as required by law.

## PROTECTION OF INDIVIDUALLY IDENTIFIABLE INFORMATION

The Program Administrators and MetLife have privacy and information security policies and procedures and safeguards designed to ensure that individually identifiable information is protected from unauthorized access, misuse, and destruction. These controls are designed to meet a variety of applicable laws. For more information about MetLife's privacy practices, refer to the MetLife Privacy Notice posted on <https://www.gfrptsdinsurance.com/>.

1       **A RESOLUTION OF THE FULTON COUNTY BOARD OF COMMISSIONERS**  
2       **AUTHORIZING MEMBERSHIP IN THE ACCG - INTERLOCAL RISK MANAGEMENT**  
3       **AGENCY; AND FOR OTHER PURPOSES**

4       **WHEREAS**, Article 9, Section 3, Paragraph 1 of the Constitution of Georgia  
5       authorizes counties and other political subdivisions to contract with each other for  
6       activities which the contracting parties are authorized by law to undertake; and,

7       **WHEREAS**, Chapter 85 of Title 36 of the Official Code of Georgia Annotated  
8       authorizes counties to execute intergovernmental contracts to form, and become  
9       members of, an interlocal risk management agency for the purpose of sharing the risks  
10      of accident, disability, supplemental medical, general liability, motor vehicle liability,  
11      property damage, or any combination of such risks with those of other counties; and,

12      **WHEREAS**, counties within Georgia have found it increasingly difficult to obtain  
13      commercial insurance protection, and have found the costs of such protection often  
14      exceed the ability of a county to pay; and,

15      **WHEREAS**, counties in Georgia need a stable method for managing their risks to  
16      avoid the unpredictable and cyclical nature of the commercial insurance market; and,

17      **WHEREAS**, many Georgia counties do not have sufficient resources to self-insure  
18      their risks on an individual basis; and,

19      **WHEREAS**, through the Association County Commissioners of Georgia, Georgia  
20      counties have created an intergovernmental risk management agency so that the  
21      Georgia counties may insure and/or self-insure their risks; and,

22      **WHEREAS**, the County of Fulton is desirous of becoming a member of the  
23      Association County Commissioners of Georgia – Interlocal Risk Management Agency

(hereafter referred to as ACCG – IRMA), an interlocal risk management agency formed pursuant to Chapter 85 of Title 36 of the Official Code of Georgia Annotated; and,

**WHEREAS**, the governing authority of the County of Fulton has reviewed the intergovernmental contract and the bylaws of ACCG-IRMA and find that the goals of ACCG-IRMA and the obligations imposed upon this county are in accordance with the philosophy and public policy objectives of this community; and,

**WHEREAS**, the governing authority of the County of Fulton finds that it is in the best interest of its citizens to become a member of ACCG-IRMA,

**NOW, THEREFORE, BE IT RESOLVED**, by the governing authority of the County of Fulton, Georgia:

#### **SECTION 1**

The governing authority of the County of Fulton hereby authorizes the County to become a member of ACCG-IRMA and a participant in the following ACCG-IRMA Funds (*check all that apply*):

\_\_\_\_ Property and Liability Fund  
Supplemental Medical, Accident, and Disability Fund(s)

\_\_\_\_ Firefighters' Cancer Benefit Fund

xxxx First Responder PTSD Fund

#### **SECTION 2**

The Chairman of the Board of Commissioners of the County of Fulton is authorized to execute on behalf of the County the intergovernmental contract to become a member of ACCG-IRMA. Copies of the intergovernmental contract and the bylaws of ACCG-IRMA are attached to and made part of this resolution as Appendix 1.

#### **SECTION 3**

The powers of the ACCG-IRMA, unless the intergovernmental contract and

1 ACCG- IRMA bylaws are amended, shall be limited to those authorized by Chapter 85  
2 of Title 36 of the Official Code of Georgia Annotated, and the related Rules and  
3 Regulations of the Commissioner of Insurance of the State of Georgia.

4 **SECTION 4**

5 The continuing operations of ACCG-IRMA and the obligation of the County to  
6 fully participate in such operations shall be effectuated in accordance with the  
7 intergovernmental contract and ACCG-IRMA bylaws.

8 **SECTION 5**

9 The Employee Benefits Manager in the Finance Department is designated as  
10 the County's representative to ACCG-IRMA. The County may change its representative  
11 by informing ACCG-IRMA of the change in writing.

12 **SECTION 6**

13 This resolution shall be effective upon its passage and approval.

14  
15 Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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24 **FULTON COUNTY BOARD OF COMMISSIONERS**

25  
26 Sponsored by:

27  
28 \_\_\_\_\_  
29 Robert L. Pitts  
30 Chairman  
31  
32

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ATTEST:

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

APPROVED AS TO FORM:

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

## **Intergovernmental Contract**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_ between the counties who are now or may hereafter become Members of the Association County Commissioners of Georgia - Interlocal Risk Management Agency (hereafter referred to as ACCG - IRMA) for the purpose of creating one or more group self-insurance funds for the management of liability and property damage risks of the Member counties

WHEREAS, Chapter 85 of Title 36 of the Official Code of Georgia Annotated authorizes Georgia counties to form interlocal risk management agencies; and,

WHEREAS, certain counties which are signatories to this contract desire to form such an interlocal risk management agency pursuant to such statute and the rules and regulations of the Commissioner of Insurance of the State of Georgia.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants, promises and obligations contained herein, which were given to and accepted by each county becoming a party to this agreement, the parties agree as follows:

### **PARAGRAPH 1**

#### **Establishment of the Association County Commissioners of Georgia - Interlocal Risk Management Agency**

##### **Section 1.1**

#### **Association County Commissioners of Georgia – Interlocal Risk Management Agency Created.**

A county interlocal risk management agency to function as an unincorporated non-profit instrumentality of its Member counties in the manner expressed herein is created. The purpose of this agreement is to jointly exercise powers common to each participating county:

- ☐ to establish and administer a risk management service;
- ☐ to prevent or lessen the incidence and severity of casualty and property losses occurring in the operation of county government; and

□ to defend and protect, in accordance with this contract and related coverage descriptions, any Member of ACCG - IRMA against liability or loss as stated in such documents. The activities of ACCG - IRMA shall not constitute conduct of an insurance business.

## **Section 1.2**

### **Preliminary Operations**

When two or more counties shall have executed this agreement, the Board of Trustees, as designated in Paragraph 3 of this agreement, shall direct the affairs of ACCG - IRMA. The Executive Director of the Association County Commissioners of Georgia shall be appointed as Manager. The Manager may recommend to the Board of Trustees the appointment of necessary Service Companies, attorneys and agents for operation of ACCG - IRMA. Any county, as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, shall be eligible to apply for membership in ACCG - IRMA.

## **PARAGRAPH 2**

### **Definitions**

#### **Section 2.1 Definitions**

In the interpretation of this agreement the following definitions shall apply unless the context requires otherwise:

- (1) “Manager” shall mean the person or agency designated to supervise the administration of ACCG - IRMA and to perform such duties and exercise such powers as shall be specifically designated by the Board.
- (2) “ACCG - IRMA” shall mean the Association County Commissioners of Georgia – Interlocal Risk Management Agency.
- (3) “Board” shall mean the Board of Trustees of ACCG - IRMA.
- (4) “Coverage Description or Description” shall mean the written explanation of general liability, motor vehicle liability, property damage and other claims for which Members are jointly self-insured through a Fund or Funds

(5) “Group Self-Insurance Fund or Fund” shall have the same meaning as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, as amended.

(6) “Member” shall mean a county as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, as amended, participating in ACCG - IRMA in conformity with this contract.

(7) “Service Company” shall mean a person or agency designated to perform claim settlement services, to make a determination of risk factors of Members and applicants for membership, to acquire necessary excess insurance and reinsurance proposals, and to perform other functions in the day to day operation of ACCG - IRMA as directed by the Board or Manager.

### **PARAGRAPH 3**

#### **Board of Trustees**

##### **Section 3.1**

##### **Initial Board Qualifications**

The initial Board shall take office when this agreement shall become effective in accordance with Paragraph I hereof. The initial trustees and their terms of office shall be as specified in the bylaws of ACCG - IRMA.

##### **Section 3.2**

##### **Subsequent Board Members**

The Board of ACCG - IRMA shall be those persons selected in accordance with the bylaws of ACCG - IRMA.

##### **Section 3.3 Meetings**

All meetings of the Board shall be held and conducted in accordance with the bylaws adopted by the Board.

##### **Section 3.4**

##### **Liability of Trustees, Officers, or Agents**



Trustees, Officers, and agents of ACCG - IRMA shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their duties. They shall not be liable for any mistakes of judgment or other action made, taken or admitted by them in good faith, nor for any action taken or admitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through investment of funds or failure to invest. No trustee shall be liable for any action taken or admitted by any other trustee. No trustee shall be required to give a bond or other security to guarantee the faithful performance of the duties hereunder except as may be required by the rules and regulations of the Georgia Commissioner of Insurance. ACCG - IRMA shall defend and hold harmless any officer or agent for actions taken by trustees or performed by the officers, agents or employees within the scope of their authority for ACCG - IRMA. ACCG - IRMA may purchase insurance providing such coverage for trustees, officers, agents or employees.

#### **PARAGRAPH 4**

##### **Board Powers and Duties**

The Board, in addition to other powers and duties conferred or imposed on it by law, is authorized in the name of ACCG - IRMA to exercise the powers enumerated in Article VII of the bylaws and do all the acts necessary or incidental in performing and accomplishing the purposes set forth in this agreement and in the bylaws of the ACCG - IRMA.

#### **PARAGRAPH 5**

##### **Membership**

##### **Section 5.1 Membership**

The initial membership of ACCG - IRMA shall consist of those counties who have executed this agreement, or its counterpart, by the duly constituted chief executive officer acting upon the resolutions of the governing authorities of the counties and which have paid the prescribed contributions pursuant to the provisions of this agreement. Initial and additional Members may be admitted upon approval of the Manager in accordance with policies established by the Board, upon their execution of this agreement, or its counterpart, and by payment of prescribed contributions.

Every Member agrees to the admission of additional Members in accordance with the provisions of this paragraph.

## **Section 5.2**

### **Member Representatives**

Each Member shall designate a representative to ACCG - IRMA by action of its governing body. The representative shall be responsible to the Member for implementation of all loss control measures and for execution of the duties imposed on the Members by this agreement and the bylaws established hereunder.

## **Section 5.3**

### **Withdrawal**

(1) Each Member shall continue its membership for a minimum period of two complete ACCG - IRMA fiscal years following its admission to ACCG - IRMA or, in the case of initial Members, from the date of activation of ACCG - IRMA. Effective upon the conclusion of such period, or effective at the end of any subsequent fiscal year, a Member may withdraw on ninety days advance written notice to ACCG - IRMA. A Member withdrawing shall have no right to the reserves on any claims maintained by ACCG - IRMA in the operation of a Group Self-Insurance Fund. ACCG - IRMA shall continue servicing of any covered claim of the Member after the withdrawal of the Member.

(2) At the conclusion of a Member's second full fiscal year membership, all membership shall be on a year-to-year basis. Effective at the end of any fiscal year, ACCG - IRMA may, on ninety days advance notice to a Member, determine not to renew a Member's membership in ACCG - IRMA or the Member's participation in any Fund.

(3) Any Member failing to make payments required by Paragraph 6 of this agreement when due shall, upon proper notice, be immediately suspended from membership and the Member's coverage under any Fund and benefits hereunder shall immediately cease. If the Member shall subsequently submit the delinquent payment along with such penalties or interest that may be

established by the Board, the Manager may reinstitute each membership in accordance with Board policy.

(4) Terminated Members shall remain liable for assessments for any fiscal year in which they were Members; provided, however, that Members involuntarily terminated for failure to pay a contribution or assessment when due, or for failure to otherwise discharge its obligations to a Fund or to otherwise discharge its obligations to a Fund or to ACCG - IRMA when due, shall be entitled to a refund of the unearned premium paid by the Member, calculated on a pro-rate basis, within 15 days of the notice of termination (unless delayed by an audit or rate investigation).

## **Section 5.4**

### **Membership Review and Termination**

A Member may be involuntarily terminated for causes other than non-payment of contributions as provided in the bylaws.

## **PARAGRAPH 6**

### **Obligations of Members**

#### **Section 6.1 Member Obligation**

Members of the ACCG - IRMA agree to be obligated as follows:

- (1) To participate at all times in at least one Fund which is established by the Board.
- (2) To pay all contributions, assessments or other sums due to such times and in such amounts as shall be established by the Board.
- (3) To select a person to serve as a Member representative.
- (4) To allow the Board, and its agents, reasonable access to all facilities of the Member and all records, including but not limited to financial records, which relate to the purposes of ACCG - IRMA.

- (5) To allow attorneys appointed by ACCG - IRMA to represent the Member in investigation, settlement discussions and all levels of litigation arising out of any claim made against a Member within the scope of loss protection furnished by the Fund or Funds established by ACCG - IRMA.
- (6) To assist and cooperate in the defense and settlement of claims against a Member.
- (7) To furnish full cooperation to ACCG - IRMA's attorneys, claims adjusters, Service companies, and any agent, employee, officer or independent contractor of ACCG - IRMA relating to the purposes of ACCG - IRMA.
- (8) To follow all loss reduction and prevention procedures established by ACCG - IRMA.
- (9) To furnish ACCG - IRMA such budget, operating and underwriting information as may be requested by the Board.
- (10) To report as promptly as possible, and in accordance with any Coverage Descriptions issued, all incidents which could result in ACCG - IRMA or any Fund established by ACCG - IRMA being required to pay a claim or claims for loss or injuries to county property or injuries to persons or property when such loss or injury is within the scope of the protection of a Fund or Funds in which the Member participates.

## **Section 6.2**

### **Optional Defense of Fund Member**

A Member may hire co-defense counsel, at the Member's expense, to assist in the defense of claims; provided however; the attorney selected by ACCG - IRMA to defend the claim shall be lead counsel in all matters.

## **Section 6.3**

### **Contractual Obligation**

This agreement shall constitute a contract among the Members of ACCG - IRMA. The obligations and responsibilities of the Members set forth herein include the obligation to take no action, inconsistent with this agreement as originally written or validly amended, which shall remain a continuing obligation and responsibility of the Member. This agreement may be executed in

duplicate originals and the agreement of a count thereto shall be evidenced by a signed copy of a resolution adopted by its governing authority authorizing an appropriate official of the county to execute the agreement on behalf of the county. The contracting parties intend to create a risk management agency for group self-insurance purposes only within the scope of this agreement. ACCG - IRMA's bylaws and related Coverage Descriptions. Nothing contained herein shall be deemed to create any relationship of surety, indemnification or responsibility between an individual Member for the debts or claims against any other individual Member. In accordance with Sections 36-85-9 and 36-85- 15 of the Official Code of Georgia Annotated, each Member shall be jointly and severally liable for all legal obligations of any Fund and assessments may be required to meet any financial deficiencies of ACCG - IRMA or of any Fund.

## **PARAGRAPH 7**

### **Amendments to Contract**

#### **Section 7.1**

##### **Amendments**

This agreement may be amended by consent of the Members. A change or modification to this agreement may be agreed to by a vote of Members under such rules and procedures as the Board shall prescribe. Such vote may be conducted at a meeting of Members or may be conducted by mail. Any change or modification agreed to by a majority of the Members shall become effective immediately or at such future time, as the amendment shall provide. Any Member not exercising its right of withdrawal within thirty days after notice of the change or amendment shall be deemed to have consented to such a change or amendment. Any Member not consenting to such a change or amendment, may, at its option, withdraw and shall be entitled to a refund of any contributions made on account of the current fiscal year in proportion to the time remaining in the fiscal year period.

## **PARAGRAPH 8**

### **Audits and Financial Reports**

#### **Section 8.1**

## **Annual Report**

Each Fund established by ACCG - IRMA shall have an annual audit of its books and accounts performed by a certified public accountant. The Board shall provide to the Members an annual report of the financial affairs of ACCG - IRMA and of each Fund maintained by ACCG - IRMA.

## **PARAGRAPH 9**

### **Operation of Group Self-insurance Funds**

#### **Section 9.1**

##### **Loss Protection**

ACCG - IRMA will provide loss protection to each Member participating in a Fund as provided in the Coverage Description for the Fund.

#### **Section 9.2**

##### **Coverage Descriptions**

The Board may develop and issue self-insurance Coverage Descriptions for Funds as it deems necessary and advisable. The limits of loss protection, scope of loss protection, amount of loss retention and Member contributions into a Fund shall be determined by the Coverage Description for the Fund. The Board may amend the Coverage Description or Descriptions from time to time as it deems advisable. Such amended Coverage Descriptions shall be effective for ACCG - IRMA in subsequent fiscal years.

The foregoing Intergovernmental Contract is entered into on behalf of the County this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by the duly authorized officer whose signature appears below.

**FULTON COUNTY, GEORGIA**

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

ATTEST:

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

APPROVED AS TO FORM

\_\_\_\_\_  
Office of the County Attorney

BYLAWS OF THE ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA  
INTERLOCAL RISK MANAGEMENT AGENCY

Revised and Adopted April 29, 2022 and

Effective July 1, 2022

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BYLAWS OF THE ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA  
INTERLOCAL RISK MANAGEMENT AGENCY

Revised and Adopted April 29, 2022 and

Effective July 1, 2022

ARTICLE I

NAME AND LOCATION

Section 1. The name of this organization shall be the Association County Commissioners of Georgia – Interlocal Risk Management Agency (hereinafter referred to as “ACCG-IRMA”). In October, 1987, ACCG-IRMA was established by an intergovernmental contract among founding Georgia counties in accordance with O.C.G.A. § 36-85-1, et seq. (hereafter referred to as the “Statute”).

Section 2. The principal office of ACCG-IRMA is located at 191 Peachtree Street NE, Suite 700, Atlanta, Georgia 30303.

Section 3. Other offices for the transaction of business may be established as the Board of Trustees (hereinafter referred to as the “Board”) may determine.

Section 4. These Bylaws are adopted pursuant to the Statute, the rules and regulations of the Commissioner of Insurance of the State of Georgia (hereinafter referred to as “Commissioner”) and the Intergovernmental Contract creating ACCG-IRMA (hereinafter referred to as the “Intergovernmental Contract”).

ARTICLE II

ELIGIBILITY

Section 1. In order to be eligible for membership in ACCG-IRMA, an entity must be a county as defined in the Statute (hereinafter referred to as “County”). A County may become a member once it has taken all actions required by the Statute, the rules and regulations of the Commissioner, and the Intergovernmental Contract to join ACCG-IRMA and has been approved by ACCG-IRMA through its administrator as defined by the

Statute (hereinafter referred to as “Administrator”). Approved Counties are hereinafter called “Members” in these Bylaws.

### ARTICLE III

#### BOARD OF TRUSTEES

Section 1. The operation, business and property of ACCG-IRMA shall be the responsibility of the Board, which shall consist of seven (7) trustees (hereinafter called “Trustees”).

Section 2. Trustees shall be elected by the Board of Managers of the Association County Commissioners of Georgia (hereinafter “ACCG”) subject to the qualifications contained in Section 3 below and in accordance with the terms set forth in Section 4.

Section 3. All Trustees shall be currently-serving elected or appointed officials of Members in good standing with ACCG-IRMA and ACCG. Membership on the Board is also contingent upon approval as set forth in the rules and regulations of the Commissioner. No Trustee shall be an owner, officer or employee of the Administrator or a service provider designated by the Board or the Administrator to perform services on behalf of ACCG-IRMA; provided, however, that the Chair of the Board may serve on the ACCG Board of Managers in accordance with the bylaws of such Board of Managers.

Section 4. The term of office for Trustees shall be as follows:

- The term of office for Trustee positions to be designated as Posts 1, 2, and 3 shall expire on December 31, 2024;
- The term of office for Trustee positions to be designated as Posts 4 and 5 shall expire on December 31, 2022; and
- The term of office for Trustee positions to be designated as Posts 6 and 7 shall expire on December 31, 2023.

Following expiration of each of the above terms, the term of office for each Trustee position shall be three years. Each Trustee shall serve until expiration of his or her

current term and until his or her successor shall have taken office, or (1) until he or she no longer meets the qualifications for membership on the Board set forth in Section 3 of this Article, (2) until his or her earlier death, (3) until his or her earlier resignation from the Board in accordance with Section 6 of this Article, or (4) with the exception of the Chair in accordance with Section 3 of this Article, until he or she becomes a member of the ACCG Board of Managers.

Section 5. At its first regularly scheduled meeting after January 1st of each year, the Board shall elect from its membership a Chair and Vice Chair, who each shall serve in that capacity until the following December 31st and until a successor Chair or Vice Chair is elected in accordance with this Section. In the event the current Chair or Vice Chair ceases to be a Trustee for any reason, the Board shall elect a successor Chair or Vice Chair to fill the remaining term. The Executive Director of ACCG shall serve as Secretary/Treasurer of ACCG-IRMA. The Secretary/Treasurer shall not have the powers of a Trustee. The Chair, or in his or her absence the Vice Chair, shall preside at all meetings of the Board and is authorized to execute all documents on behalf of ACCG-IRMA, except as hereinafter delegated to the Secretary/Treasurer or the Administrator. The minutes of the meetings of the Board shall be kept by or under the direction of the Secretary/Treasurer. The Secretary/Treasurer shall execute contracts with service providers performing services directly to ACCG-IRMA (except for contracts with ACCG) after such service providers have been approved by the Board.

Section 6. A Trustee may resign and be discharged from further responsibilities of the office by giving at least sixty (60) days prior written notice to the Chair of the Board or, in the event the resigning Trustee is the current Chair, to the Vice Chair. Such notice shall set forth the date that the resignation shall take effect, which shall be the effective date of the resignation; provided, however, that if a successor Trustee has been duly elected to take office at an earlier date, the resignation of the resigning Trustee shall take effect immediately upon the effective date of the election of a successor Trustee. Upon leaving office, any Trustee shall forthwith deliver to the Chair, at the principal office of ACCG-IRMA, all records and other property of ACCG-IRMA in his or her possession or under his or her control.

Section 7. A Trustee may be removed for good cause upon a proper showing of misfeasance or malfeasance of office or upon a proper showing that the continued service in office by the Trustee would be detrimental to the best interests of ACCG-IRMA. Removal for cause shall be by the Board of Managers upon recommendation by the Chair (or by the Vice Chair if the Trustee being removed is the Chair) and confirmation by the Board of Trustees by affirmative vote of not less than two thirds (2/3) of the Trustees then in office. The vote for the removal shall be held at a regular or special meeting of the Board. The notice for such meeting shall state the reasons for removal. The effective date of the removal for cause of a Trustee shall be the date upon which notice of removal shall be sent to him or her, by registered mail, by the Board of Managers.

Section 8. Any vacancies occurring on the Board shall be filled as provided in this Article for election of Trustees. A Trustee elected to fill a vacancy shall hold office for the current term and until his or her successor shall take office, or (1) until he or she no longer meets the qualifications for membership on the Board set forth in Section 3 of this Article, (2) until his or her earlier death, (3) until his or her earlier resignation from the Board in accordance with Section 6 of this Article, or (4) with the exception of the Chair in accordance with Section 3 of this Article, until he or she becomes a member of the ACCG Board of Managers.

Section 9. Provided that a quorum shall be present, the Trustees then in office shall have all of the powers, rights and interests of the Board and shall be charged with its duties; provided, however, that a Trustee shall abstain from voting and shall not be considered as constituting a part of a quorum where a vote affecting his or her personal interest may be involved.

Notwithstanding the prior sentence, a Trustee that is the subject of a removal recommendation under Section 7 of this Article shall be entitled to vote on such proposed removal. The quorum for the transaction of business in any regular or special meeting of the Board shall consist of a majority of the Trustees then in office and participating in a meeting in the manner set forth in Article V, Sections 1 and 2, respectively. Except for matters as to which these Bylaws require a supermajority or unanimous vote, the affirmative vote of a majority of a quorum shall be necessary for any official action.

Section 10. The Chair of the Board shall ensure that 1) an annual report including a summary of the financial affairs of ACCG-IRMA is provided to the Members and 2) the annual audit of ACCG-IRMA is made available to the Members.

Section 11. In order to carry out its powers and duties, the Board may establish such standing and special committees as the Board deems necessary or desirable. With the exception of the Executive Committee created by Section 13 of this Article, the Chair shall appoint the members of such committees. Each special committee shall be deemed dissolved upon providing its written or oral report to the Board.

Section 12. Trustees may be reimbursed for actual expenses incurred in the pursuit of ACCG- IRMA business and may receive a per diem allowance as may be established by the Board for attendance at Board and committee meetings.

Section 13. The Chair, Vice Chair and one Trustee appointed by the Chair shall constitute the Executive Committee of ACCG-IRMA. The Chair shall act as chair of the Executive Committee. The Executive Committee shall have the authority to direct the activities of ACCG-IRMA between meetings of the Board and may be delegated such other responsibilities and powers as the Board may determine.

#### ARTICLE IV

##### ADMINISTRATION

Section 1. Overall administration and supervision of ACCG-IRMA shall be carried out by ACCG as Administrator. The Administrator shall perform such duties and exercise such powers as authorized by the Board in the proper administration of ACCG-IRMA and as set forth by contract between ACCG-IRMA and the Administrator. Administrator's services shall include serving as attorney-in-fact and performing directly or contracting with service providers to perform other types of administration for ACCG-IRMA, including certain claims administration services, risk management services, and general administration.

The Executive Director of ACCG shall serve as Manager of ACCG-IRMA and shall perform such duties and exercise such powers as shall be authorized by the Board in the proper administration of ACCG-IRMA.

## ARTICLE V

### MEETINGS

Section 1. Regular meetings of the Board shall be held at least two (2) times per calendar year, on such dates and at such places as determined by the Board. Regular meetings may be held by a quorum (as defined in Article III, Section 9) of Trustees present in person or by means of a teleconference or other electronic format in which the Trustees have simultaneous access to the meeting. Notwithstanding the above sentence, a Trustee may designate, in writing, an individual who is not a Trustee to serve as his or her proxy at a specific meeting, in which event the proxy's presence in person or by teleconference shall count solely for purposes of establishing a quorum; such proxy shall not have voting rights. The Secretary/Treasurer, either directly or through his or her designee, shall furnish each Trustee notice of the time, date and place of such meetings at least ten (10) days prior to the date of such meetings.

Section 2. Special meetings of the Board may be called by (1) the Chair, (2) by the Vice Chair in the event that the Chair is incapacitated or otherwise unable to perform the duties of Chair, or (3) by any three Trustees. A quorum for special meetings shall be established in the same manner as for regular meetings as described in Section 1 of this Article. The Secretary/Treasurer, either directly or through his or her designee, shall furnish each Trustee notice of the time, date and place of such meetings at least ten (10) days prior to the date of such meetings. By unanimous consent of the Trustees, special meetings of the Board may be held without notice at any time and place. A Trustee's attendance at or participation in a special meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place, time, location and manner in which it was called. All notices of special meetings of the Board shall state the purpose thereof.

Section 3. Actions may be taken by the Board outside of a regular or special meeting in accordance with this Section so long as all Trustees, severally or collectively, consent in writing, through electronic means or by telephone poll to a proposed action. Such action is valid as though it had been authorized at a meeting of the Board, so long as any official action is subsequently recorded in the minutes of the Board.

Section 4. Meetings of the Executive Committee may be called by the Chair, or by the Vice Chair in the event that the Chair is incapacitated or otherwise unable to perform the duties of Chair. The quorum for meetings of the Executive Committee shall be its entire membership, present in person or by means of a teleconference or other electronic format in which the members of the Executive Committee have simultaneous access to the meeting. Actions taken by the Executive Committee pursuant to its authority under Article III, Section 13 of these Bylaws shall require the unanimous vote of the Committee's membership and shall be subsequently recorded in the minutes of the Board.

#### ARTICLE VI

##### FISCAL YEAR

Section 1. ACCG-IRMA shall operate on a fiscal year from July 1 to June 30.

#### ARTICLE VII

##### POWERS AND DUTIES

Section 1. The Board, in addition to other powers herein conferred or authorized by the Statute, the rules and regulations of the Commissioner, or by the Intergovernmental Contract creating ACCG-IRMA, shall have the following powers, all of which shall be exercised in accordance with these Bylaws, the Statute, the rules and regulations of the Commissioner, and the Intergovernmental Contract:

- A. To provide general oversight of the operations of ACCG-IRMA;
- B. To enter into contracts with ACCG as Administrator and for other services;

- C. To enter into contracts for services directly provided to ACCG-IRMA by service providers other than the Administrator;
- D. To incur debts, liabilities and obligations;
- E. To acquire, hold, encumber or dispose of real and personal property;
- F. To sue or be sued in its own name, and take all measures necessary or desirable in the prosecution or defense of claims;
- G. To provide for the collection of contributions and assessments from Members;
- H. To establish and arrange for the administration of a group self-insurance fund or a fund as defined in the Statute (hereinafter referred to as "Fund") as the Board deems advisable;
- I. To pay authorized losses on behalf on ACCG-IRMA Members participating in a Fund or Funds;
- J. To establish the method for rating and risks of individual Members and adopt underwriting guidelines that describe requirements for admission and continued participation of Members;
- K. To establish and arrange for risk management services to advise and educate Members in loss control and risk reduction;
- L. To establish and arrange for claims administration services, including but not limited to defense and settlement of claims;
- M. To contract for insurance, reinsurance and/or excess insurance with the advice of the Administrator, and to establish such other excess loss funding program as the Board deems necessary to protect the interest of the Members of ACCG-IRMA;
- N. To employ legal counsel, accountants, and such other professional service providers as it deems necessary;



O. To engage investment consultants, custodians, actuaries, auditors, and investment managers for ACCG-IRMA as the Board deems advisable;

P. To adopt rules and general policies necessary or desirable for the efficient operation of ACCG-IRMA, which shall be followed by all committees, officers, agents and independent contractors providing services for ACCG-IRMA;

Q. To invest and reinvest contributions of Members in accordance with policies established by the Board;

R. To adopt such other rules and regulations as the Board may deem desirable in the operation of ACCG-IRMA;

S. To terminate the membership of any Member in accordance with the procedures set forth in the Intergovernmental Contract, these Bylaws, and the rules and regulations of the Commissioner;

T. To establish the basis and the procedure for assessment of Members in the event of a financial deficiency of ACCG-IRMA or of a Fund;

U. To provide for policies relating to collection of contributions, discounts on contributions, methods of payment, distribution of surplus funds to Members, assessments and other policies concerning the operation of ACCG-IRMA;

V. To exercise all powers of a Fund as set forth in the Statute and implementing rules and regulations of the Commissioner, as the same may be amended from time to time; and

W. To take such actions as the Board deems necessary or convenient in accomplishing the purpose of ACCG-IRMA

Section 2. The Board, in addition to other duties imposed by law or by the Intergovernmental Contract creating ACCG-IRMA, shall have the following duties:

A. To adopt an annual budget for each fiscal year of ACCG-IRMA;

- B. To make provisions for proper accounting and reporting procedures of the nature of the claims arising within their jurisdiction, the manner in which these claims are being processed, and the impact of the claims upon ACCG-IRMA;
- C. To provide for an annual audit of the accounts and records of ACCG-IRMA prepared by a certified public accountant in accordance with the Statute and an annual actuarial report to determine reserve adequacy;
- D. To establish and maintain such accounts as the Board shall deem necessary or proper;
- E. To retain control of all monies collected for ACCG-IRMA and to deposit all funds of any type in an account or accounts established by the Board or its designee;
- F. To require the Administrator to ensure that all Member contributions received shall be remitted timely to the appropriate depository bank or banks for deposit, in the proper proportion to guarantee that the contributions to a Fund or Funds required from such contributions is made;
- G. To arrange for the investment of money received by ACCG-IRMA so as to keep the same invested at a favorable rate of return for the benefit of the Members of ACCG-IRMA;
- H. To take such actions as may be necessary to remain in compliance with the Statute and the rules and regulations of the Commissioner; and
- I. To ensure that the records for each fiscal year shall be maintained separately for accounting purposes for the benefit of the Members of ACCG-IRMA active during the fiscal year;
- J. To approve the coverage description(s) and any amendments for Funds as the Board deems necessary and as advisable; and
- K. To approve revisions to the Intergovernmental Contract when appropriate or necessary and submit the revisions to the Membership for approval.

## ARTICLE VIII

### DIVIDENDS AND ASSESSMENTS

Section 1. Contributions and other income in excess of claims, administrative expenses, and appropriate reserves may be returned or credited to Members of a Fund or Funds from time to time, in such amounts and proportions as the Board, in its discretion, may determine as proper. Such credits or return of surplus contributions and other income shall be subject to any necessary authorization or approval by the Commissioner. No surplus accumulations shall be returned if such payment would impair the stability or security of a Fund or of ACCG -IRMA. Any former Member who has withdrawn at the time of a distribution shall be barred from receiving any portion of the distribution.

Section 2. The Board may establish the method for collection of any assessments of Members which become necessary to meet any financial deficiency of ACCG-IRMA or of any Fund, subject to the approval of the Commissioner.

## ARTICLE IX

### MEMBERSHIP TERMINATION

Section 1. A Member may be involuntarily terminated as a Member of ACCG-IRMA by the Board for:

- A. Failure to timely pay its contribution, assessment, or otherwise to discharge its financial obligations to ACCG-IRMA when due;
- B. Failure to timely report, to the Administrator or designated service provider, accidents or other incidents which might involve indemnifications from or claims against ACCG-IRMA or from a Fund established by ACCG-IRMA;
- C. Failure to comply with the loss control and written management recommendations of ACCG-IRMA or ACCG-IRMA's Administrator, representatives, or agents;

D. Failure to comply with any requirements contained within a coverage description of a Fund in which the Member participates;

E. Excessive losses; or

F. Failure to comply with the Statute or other applicable laws, the rules and regulations of the Commissioner, the Intergovernmental Contract establishing ACCG-IRMA, or these Bylaws.

Section 2. Termination for failure to pay a contribution or assessment when due, or for failure to otherwise discharge its obligations to a Fund or to ACCG-IRMA when due, shall be accomplished by written notice stating the date and time the termination will be effective, which shall not be less than fifteen (15) days from the date of notice in accordance with the rules and regulations of the Commissioner.

Involuntary terminations for any other cause shall require forty-five (45) days advance written notice in accordance with the rules and regulations of the Commissioner.

Section 3. The Commissioner shall be furnished a copy of any termination notice forwarded to a Member.

Section 4. Upon request, ACCG-IRMA will provide any terminated Member the data reasonably necessary for transition to a replacement insurer.

Section 5. Reinstatement shall be upon such terms as the Board may impose, including, but not limited to, a requirement that not more than one year's contributions be paid in advance.

## ARTICLE X

### ESTABLISHMENT OF FUNDS

Section 1. The Board shall establish a Fund or Funds comprised of public monies from contributions of Members in order to pool and jointly self-insure, or otherwise provide coverage for, the risks of accident, disability, supplemental medical, general liability, motor vehicle liability, property damage, or any combinations of such risks.

Section 2. The Board shall establish a schedule of Member contributions which shall annually produce a sum of money necessary to pay the administrative expenses of ACCG-IRMA, to create adequate loss reserves for each Fund, and to meet any capital or surplus requirements. Each Member's contribution shall be determined in accordance with the method established by the Board.

## ARTICLE XI

### TERMINATION OF AGENCY OR IRMA FUNDS

Section 1. ACCG-IRMA shall cease its activities upon affirmative vote of not less than two thirds (2/3) of the Trustees requiring such cessation, with advance approval of the Commissioner if required by law. The Board may also terminate the existence of any Fund or Funds it has established by a majority vote of the Board, provided that such termination is in compliance with the Statute and the rules and regulations of the Commissioner. To the extent of money remaining in a terminated Fund, however, ACCG-IRMA shall continue to pay Members' claims and losses incurred prior to the date of a Fund's termination until the money in the terminated Fund is exhausted. In the event that revenues remain in a terminated Fund after payment of all claims, losses and other expenses, the Board may determine the method for calculating refunds to those Members who were Members at the time the Fund ceased its activities. The Board shall determine the method that shall be used for the sale and distribution of proceeds in the event that there should be any property, real or personal, belonging to ACCG-IRMA at its termination. In the event of ACCG-IRMA's termination, the Board shall continue to meet for such period of time and with such frequency as may be necessary to wind down the affairs of ACCG-IRMA. The Board shall be authorized to sell, transfer, or otherwise assign the processing and payment of claims to a third party in the event of termination of ACCG-IRMA or in the event of termination of a Fund.

## ARTICLE XII

## AMENDMENTS

Section 1. Amendments to these Bylaws may be made at any regular or special meeting of the Board by the affirmative vote of two-thirds (2/3) of the Trustees then in office, subject to approval by the ACCG Board of Managers.

[end]





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0077

Meeting Date: 1/22/2025

### Department

Public Works

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

Request approval of the lowest responsible bidder - Department of Public Works, 24ITB1335637A-JWT Sanitary Sewer Easement Maintenance in an amount not to exceed \$382,764.50 with Mariani Enterprises, LLC dba Ed Castro Landscape, Inc., (Roswell, GA) to provide easement maintenance in both the North and South Fulton service areas. Effective upon BOC approval 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 shall be forwarded to the Board of Commissioners for approval.

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

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** The Department of Public Works recommends award of this contract to Mariani Enterprises, LLC dba Ed Castro Landscape, Inc. to provide easement maintenance in both the North and South Fulton service areas.

**Scope of Work:** This contract includes both sewer and water easement clearing activities in the North Fulton water and wastewater systems and sewer easement clearing activities along the South Fulton wastewater system on property owned or within easements maintained by Fulton County.



**Community Impact:** Easement clearing activities may impact surrounding neighborhoods because the activities usually result in the removal of trees and shrubs that interfere with access to the infrastructure that is located in the County's easement.

**Department Recommendation:** The Department of Public Works recommends approval.

**Project Implications:** Easement-clearing activities are needed to provide the County with access to conduct maintenance and repairs to the water and wastewater systems. In the event that access is impeded due to overgrown easements, spills and main breaks could result which might negatively impact the environment and create potential health concerns.

**Community Issues/Concerns:** Some neighbors of the easement areas have previously expressed concern regarding the removal of trees and disturbing the existing environment.

**Department Issues/Concerns:** No issues/concerns are known with this contract.

**Contract Modification:** New Procurement

### **Contract & Compliance Information**

**Contract Value:** \$382,764.50

**Prime Vendor:** Mariani Enterprises, LLC dba Ed Castro Landscape, Inc.  
**Prime Status:** Non-Minority  
**Location:** Roswell, GA  
**County:** Fulton County  
**Prime Value:** \$375,109.21 or 98.00%

**Subcontractor:** 4SYT Industries, LLC  
**Subcontractor Status:** African American Female Business Enterprise  
**Location:** Snellville, GA  
**County:** Gwinnett County  
**Contract Value:** \$3,827.65 or 1.00%

**Subcontractor:** One Two Tree, LLC  
**Subcontractor Status:** White Female Business Enterprise  
**Location:** Marietta, GA  
**County:** Fulton County  
**Contract Value:** \$3,827.65 or 1.00%

**Total Contract Value:** \$382,764.50 or 100.00%  
**Total Certified Value:** \$7,655.30 or 2.00%

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

Exhibit 1: Award Recommendation

Exhibit 2: Bid Tabulation Sheet

Exhibit 3: Performance Evaluation

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

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

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$0.00  
Previous Adjustments: \$0.00  
This Request: \$382,764.50  
TOTAL: \$382,764.50

**Grant Information Summary**

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

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

201-540-5459-1160: Water &amp; Sewer Revenue, Public Works, Professional Services - \$191,382.25

**Funding Line 2:**

201-540-5469-1160: Water &amp; Sewer Revenue, Public Works, Professional Services - \$191,382.25

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

**Overall Contractor Performance Rating:** 85

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

Yes

**Report Period Start:**  
7/1/2024

**Report Period End:**  
7/31/2024

**DEPARTMENT OF PUBLIC WORKS  
INTEROFFICE MEMORANDUM**



**TO:** Felicia Strong-Whitaker, Purchasing  
**FROM:** David Clark, Director *DC*  
**DATE:** December 11, 2024  
**SUBJECT:** 24ITB1335637A-JWT – Sanitary Sewer Easement Maintenance

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On October 29, 2024, the Department of Purchasing opened the subject Invitation to Bid (ITB). There were four (4) responses. Mariani Enterprises, LLC. dba Ed Castro Landscape, Inc. provided the lowest responsive and responsible bid.

Therefore, the Department of Public Works is recommending award to the overall lowest responsive and responsible bidder, Mariani Enterprises, LLC. dba Ed Castro Landscape, Inc., in the amount of \$382,764.50.

Funding is available in the following accounts:

201-540-5459-1160: \$191,382.25

201-540-5469-1160: \$191,382.25

If you require additional information, please contact David Clark 404-612-2804.

cc: Roy Barnes, Deputy Director, Public Works *Roy O. Barnes 12-11-24*  
Gerald Pace, Deputy Director, Administration, Public Works  
Andrenette Whitlow, Material Management Manager, Public Works  
Brain Jones, Chief Assistant Purchasing Agent, Purchasing

BID NUMBER/QUOTE #: 241TB133637A-JWT					BID TAB					OPENING DATE:				
BID DESCRIPTION: Sanitary Sewer Easement Maintenance REQUESTING DEPARTMENT: DEPARTMENT OF PUBLIC WORKS														
					VENDOR NAME		VENDOR NAME		CONTACT		CONTACT		CONTACT	
					Mariani Enterprises, LLC, Dba Ed Castro Landscaping		Opterra Solutions, Inc		Boone Trucking		Kemi Construction		Kemi Construction	
					ADDRESS		ADDRESS		ADDRESS		ADDRESS		ADDRESS	
					1125 Old Ellis Road Roswell Georgia 30076		270 Bruner Road Lexington, South Carolina 29072		2334 Old Atlanta Highway Forsyth Georgia 31029		2550 West Point Avenue College Park Georgia 30337			
					TELEPHONE: 770-898-8444		TELEPHONE: 803-957-8989		TELEPHONE: 478-214-2190		TELEPHONE: 770-560-8220			
					CONTACT: Layson Livelsy		CONTACT: Sammi Malawski		CONTACT: Keith Boone		CONTACT: Yulisa Contreras			
ITEM DESCRIPTION					UNIT	QTY	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
ITEM NO 1 - Easement Clearing														
ITEM NO 1 - a. Hand clearing					SF	150000	\$ 0,01	\$ 1,500.00	\$ 0,40	\$ 60,000.00	\$ 0,15	\$ 22,500.00	\$ 0,30	\$ 45,000.00
ITEM NO 1 - b. Mow					SF	217750	\$ 0,01	\$ 2,177.50	\$ 0,01	\$ 2,177.50	\$ 0,10	\$ 21,775.00	\$ 0,20	\$ 43,550.00
ITEM NO 1 - c. Light					SF	1237000	\$ 0,02	\$ 24,740.00	\$ 0,032	\$ 39,584.00	\$ 0,12	\$ 148,440.00	\$ 0,25	\$ 309,250.00
ITEM NO 1 - d. Moderate					SF	1657000	\$ 0,02	\$ 33,140.00	\$ 0,072	\$ 119,304.00	\$ 0,14	\$ 231,980.00	\$ 0,25	\$ 414,250.00
ITEM NO 1 - e. Medium					SF	1900000	\$ 0,03	\$ 54,000.00	\$ 0,092	\$ 165,600.00	\$ 0,17	\$ 306,000.00	\$ 0,40	\$ 720,000.00
ITEM NO 1 - f. Heavy					SF	830000	\$ 0,03	\$ 24,900.00	\$ 0,132	\$ 109,560.00	\$ 0,21	\$ 174,300.00	\$ 0,50	\$ 415,000.00
ITEM NO 1 - g. Extra Heavy Including Mulching					SF	400000	\$ 0,05	\$ 20,000.00	\$ 0,152	\$ 60,800.00	\$ 0,25	\$ 100,000.00	\$ 0,90	\$ 360,000.00
ITEM NO 1 - h. Creek Crossing Clearing					LF	1000	\$ 100.00	\$ 100,000.00	\$ 12,22	\$ 12,220.00	\$ 88.00	\$ 88,000.00	\$ 40.00	\$ 40,000.00
ITEM NO 2 - Selective Tree Removal														
ITEM NO 2 - a. Selective Tree - 4.1					EA	3	\$ 357.00	\$ 1,071.00	\$ 620.00	\$ 1,860.00	\$ 800.00	\$ 2,400.00	\$ 2,500.00	\$ 7,500.00
ITEM NO 2 - b. Selective Tree - 6.1					EA	3	\$ 1,785.00	\$ 5,355.00	\$ 752.00	\$ 2,256.00	\$ 1,250.00	\$ 3,750.00	\$ 3,500.00	\$ 10,500.00
ITEM NO 2 - c. Selective Tree - 14.1					EA	3	\$ 4,570.00	\$ 13,710.00	\$ 1,020.00	\$ 3,060.00	\$ 1,800.00	\$ 5,400.00	\$ 5,000.00	\$ 15,000.00
ITEM NO 2 - d. Selective Tree - 20.1					EA	3	\$ 7,142.00	\$ 21,426.00	\$ 1,422.00	\$ 4,266.00	\$ 2,500.00	\$ 7,500.00	\$ 6,500.00	\$ 19,500.00
ITEM NO 2 - e. Selective Tree - 26.1					EA	3	\$ 10,857.00	\$ 32,571.00	\$ 3,202.00	\$ 9,606.00	\$ 3,000.00	\$ 9,000.00	\$ 7,500.00	\$ 22,500.00
ITEM NO 3 - Tree Stump Grinding														
ITEM NO 3 - a. Stump Grinding - 4.1					EA	3	\$ 333.00	\$ 999.00	\$ 82.00	\$ 246.00	\$ 300.00	\$ 900.00	\$ 700.00	\$ 2,100.00
ITEM NO 3 - b. Stump Grinding - 6.1					EA	3	\$ 500.00	\$ 1,500.00	\$ 102.00	\$ 306.00	\$ 600.00	\$ 1,800.00	\$ 700.00	\$ 2,100.00
ITEM NO 3 - c. Stump Grinding - 14.1					EA	3	\$ 500.00	\$ 1,500.00	\$ 112.00	\$ 336.00	\$ 1,000.00	\$ 3,000.00	\$ 1,500.00	\$ 4,500.00
ITEM NO 3 - d. Stump Grinding - 20.1					EA	3	\$ 500.00	\$ 1,500.00	\$ 172.00	\$ 516.00	\$ 1,500.00	\$ 4,500.00	\$ 1,500.00	\$ 4,500.00
ITEM NO 3 - e. Stump Grinding - 26.1					EA	3	\$ 500.00	\$ 1,500.00	\$ 202.00	\$ 606.00	\$ 1,800.00	\$ 5,400.00	\$ 1,500.00	\$ 4,500.00
Item No 4 - Remove and Replace Existing Fence														
ITEM NO 4 - a. Wooden Fence (All Types)					SF	160	\$ 60.00	\$ 9,600.00	\$ 2,50	\$ 400.00	\$ 30.00	\$ 4,800.00	\$ 100.00	\$ 16,000.00
ITEM NO 4 - b. Chain Link Fence (All Types)					SF	160	\$ 50.00	\$ 8,000.00	\$ 3.00	\$ 480.00	\$ 30.00	\$ 4,800.00	\$ 100.00	\$ 16,000.00
ITEM NO 4 - c. Ornamental Fence (All Types)					SF	160	\$ 70.00	\$ 11,200.00	\$ 5.00	\$ 800.00	\$ 50.00	\$ 8,000.00	\$ 150.00	\$ 24,000.00
Item NO, 5 - Install 10-Foot Wide Gate on Existing Fence														
ITEM NO 5 - a. Wooden Gate (All Types)					SF	33	\$ 125.00	\$ 4,125.00	\$ 14.16	\$ 467.94	\$ 20.00	\$ 660.00	\$ 200.00	\$ 6,600.00
ITEM NO 5 - b. Chain Link Gate (All Types)					SF	33	\$ 100.00	\$ 3,300.00	\$ 11.84	\$ 394.02	\$ 30.00	\$ 990.00	\$ 200.00	\$ 6,600.00
ITEM NO 5 - c. Ornamental Gate (All Types)					SF	33	\$ 150.00	\$ 4,950.00	\$ 22.00	\$ 726.00	\$ 50.00	\$ 1,650.00	\$ 300.00	\$ 9,900.00
GRAND TOTAL:							\$382,764.50		\$595,571.46		\$1,167,545.00		\$2,518,850.00	
BIDS MAILED					NO RESPONSE:					ASSISTANT PURCHASING AGENT:				
BIDS RECEIVED:					NO-BIDS:					CHIEF ASSISTANT:				
										DEPT. AUTHORIZATION:				

Performance Evaluation Details

ID	E8
Project	Landscaping Restoration Services
Project Number	22ITB077A-KM
Supplier	Ed Castro Landscape, Inc
Supplier Project Contact	Trina Brown (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	07/01/2024 to 07/31/2024
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 09:10 AM EDT
Completion Date	08/14/2024 09:10 AM EDT
Evaluation Score	85



12/23/2024

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

The Vendor has excellent quality of landscaping services for our water tank sites.

### TIMELINESS OF PERFORMANCE

17/20

Rating

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

Comments

Excellent responsiveness.

### BUSINESS RELATIONS

17/20

Rating

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

Comments

The Vendor is very quick to respond to calls and job requests.

### 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.: 25-0078

Meeting Date: 1/22/2025

### Department

Public Works

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

Request approval of a contract - Public Works Department, FAA Contract #693KA7-25-C-00003, Air Traffic Control Services - Night Coverage for the Fulton County Executive Airport at Brown Field with CI<sup>2</sup> Aviation, Inc. (Dunwoody, GA) in an amount not to exceed \$323,584.00 to provide annual air traffic control night coverage services (M-F 10:00 pm to 6:00 am and Sa-Su 10:00 pm to 7:00 am) at the Fulton County Executive Airport. The County Attorney is authorized to approve the contract as to form and shall make such modifications as are necessary prior to execution. Effective February 1, 2025 for fourteen months with six, one (1) year renewal options. Funded from Airport funds.

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

Fulton County Code ("FCC") § 1-117 provides that the BOC has the authority "to exercise such other powers as are granted by law or are indispensable to their jurisdiction over county matters." In accordance with State of Georgia O.C.G.A. §36-10-1, contracts with the county shall be in writing and spread on its meeting minutes.

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

Infrastructure and Economic Development

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

### Summary & Background:

**Scope of Work:** The County utilizes a Federal Aviation Administration (FAA) contract to provide air traffic control night coverage services at Fulton County Executive Airport. On November 26, 2024,

the FAA awarded the operations of the control tower at the Fulton County Executive Airport to CI<sup>2</sup> Aviation, Inc. under their Contract Tower FCT Program (FAA contract #693KA7-25-C-00003, included as Attachment A).

Under this contract, the FAA provides funding for 16 hours of daytime air traffic control services Monday through Friday between 6:00 am and 10 pm and 15 hours of daytime air traffic control services Saturday and Sunday between 7:00 am and 10 pm through its approved contractor, CI<sup>2</sup> Aviation. Since Fulton County desires 24-hour coverage, Fulton County has traditionally provided the necessary funding for the remaining 8 hours of night-time coverage services on Monday through Friday between 10:00 pm and 6:00 am and 9 hours of night-time coverage on Saturday and Sunday between 10:00 pm and 7:00 a.m. The Airport Enterprise Fund has traditionally paid the added costs associated with night coverage to allow for 24-hour coverage at the airport.

The scope of services that CI<sup>2</sup> Aviation will be providing Fulton County, included as Attachment B, is based on the FAA contract between FAA and CI<sup>2</sup> Aviation with similar terms and conditions.

**Community Impact:** No new community impact is anticipated within the community based on this contract since it continues the 24-hour operation of the airport that has been in place for many years.

**Department Recommendation:** The Department of Public Works recommends approval.

**Project Implications:** The FAA assures the Air Traffic Control Tower provides safe, orderly, and expeditious movement of air traffic in the vicinity of and within the Fulton County Executive Airport. No other metro Atlanta airport, apart from Hartsfield-Jackson, provides 24-hour coverage at their control towers.

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

**Department Issues/Concerns:** The Department has no issues or concerns with the new FAA contract with CI<sup>2</sup> Aviation.

**Contract Modification:** New Procurement conducted by the FAA

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

**Contract Value:** \$323,584.00

**Subcontractor:** C1<sup>2</sup> Aviation, Inc.

**Subcontractor Status:** African American Female Business Enterprise

**Location:** Dunwoody, GA

**County:** DeKalb County

**Contract Value:** \$323,584.00 or 100.00%

**Total Contract Value:** \$323,584.00 or 100.00%

**Total Certified Value:** \$323,584.00 or 100.00%

**Exhibits Attached:**

Exhibit 1: Federal Aviation Administration Award Letter

Exhibit 2: Scope of Services

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

David Clark, Director, Public Works, (404) 612-2804

**Contract Attached**

No

**Previous Contracts**

No

**Total Contract Value**

Original Approved Amount: \$0.00  
Previous Adjustments: \$0.00  
This Request: \$323,584.00  
TOTAL: \$323,584.00

**Grant Information Summary**

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

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

200-540-5601-1160: Airport, Public Works, Professional Services - \$323,584.00

Key Contract Terms	
Start Date: 2/1/2025	End Date: 3/1/2025
Cost Adjustment:	Renewal/Extension Terms: S Renewal Options

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**Agenda Item No.:** 25-0078

**Meeting Date:** 1/22/2025

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**Overall Contractor Performance Rating:** New Vendor

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

Choose an item.

**Report Period Start:**

**Report Period End:**



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

800 Independence Ave., SW.  
Washington, DC 20591

November 26, 2024

CI2 Aviation  
ATTN: Andrella Kenner  
400 Perimeter Center Terrace Suite 110  
Atlanta, GA 30346

Subject: Notice of Award: Contract No. 693KA7-25-C-00003 for FAA Contract Tower FCT Program

Reference: FAA Contract Tower FCT Program, Screening Information Request (SIR) 693KA7-23-R-00003

Dear Andrella Kenner:

The letter serves as notification that CI2 Aviation has been selected as a successful offeror for one area (two Sub-areas) for the above referenced SIR. Please find the attached Contract No. 693KA7-25-C-00003 Area 2 (TETL and TEME) for your signature concurrence.

CI2 Aviation has three (3) working days from receipt of this notice to request a debriefing.

If you have any further questions, please contact the undersigned by phone at (202) 267-0797 or email at [chontice.boykin@faa.gov](mailto:chontice.boykin@faa.gov).

Sincerely,

**CHONTICE M  
BOYKIN**

Chontice Boykin  
Contracting Officer, AAQ-230

Digitally signed by CHONTICE  
M BOYKIN  
Date: 2024.11.26 12:03:21  
-05'00'

Enclosure:  
Contract No. 693KA7-25-C-00003

SECTION B

SUPPLIES OR SERVICES/PRICE

**B.1. General**

This section defines the prices for services to be provided under the Federal Aviation Administration Contract Tower (FCT) contract as described within Section C, Statement of Work (SOW). The Contractor must provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to support the delivery of the required services.

All terms and conditions contained in this document are applicable to all orders issued unless explicitly stated otherwise.

**B.2. Type and Term of Contract**

This acquisition is for a firm fixed priced (FFP) type contract. The term of this contract is for a fourteen-month base period, including a two-month phase-in period and twelve months of full performance, and six one-year option periods.

**End of Section B**

## SECTION C

## STATEMENT OF WORK

## PART 1 - THE SCHEDULE

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The following contract line items numbers apply to all work perform under this contract unless otherwise specified. This is a firm fixed (FFP) contract with a Base Year and six one (1) Year Options period of performance. The total price listed below is for Fulton County After Hours of Operations total price for the Base Year.

## Hours of Fulton County Airport Operations – Additional Hours

Fulton County Tower Airport	M-F 2200-0600 (6:00 AM to 1:00 P.M.)
Fulton County Tower Airport	Sa-Su 2200-0700 (10:00 P.M. to 7:00 A.M)

8 Hours per day Monday-Friday, and 9 Hours per day Saturday -Sunday

\*Fulton County Airport -Charlie Brown Field is manned by air traffic controllers 24 hours a day to serve the general aviation aircraft. The Federal Aviation Administration (FAA) provides funding hours 0600-2200 Mon-Fri and 0700-2200 Sat-Sun. of daytime air traffic control services through which will provided by CI<sup>2</sup> Aviation contract No. 693KA7-25-C-00003 as of February 1, 2025. Therefore, Fulton County is responsible for the additional cost for the remaining 58 hours a week or 8.28 hours of night coverage service.

Fulton County also is responsible for paying annual insurance. The cost of annual insurance is \$26,100 for 10,000,000.00 (10) million-dollar coverage. Insurance Coverage is an annual cost which will be paid in full at beginning of every year.

## CONTRACT LINE-ITEM NUMBERS - BASE YEAR

CLIN	LOCID	FACILITY	NO. OF MONTHS	MONTHLY CLIN PRICE	TOTAL PRICE
252	FTY	Fulton County Tower	12	\$23,207	\$278,484
252	FTY	Fulton County Tower Insurance for After Hours *	N/A	\$26,100	ANNUAL

## SECTION C

## STATEMENT OF WORK

**C.1. Introduction****C.1.1. Background**

The Federal Aviation Administration's (FAA's) operation of the United States National Airspace System (NAS) includes over 800 airports. The Air Traffic Control (ATC) services at these airports are provided by FAA employees in some cases and contractor employees in other cases. The FAA Contract Tower (FCT) program is the means through which the FAA obtains ATC services for "contract towers". FCTs are typically located at lower activity airports that operate under Visual Flight Rule (VFR) procedures. The objective of the FCT program is to utilize contractor employees to provide the required ATC services at FCTs in an efficient and cost-effective manner.

**C.1.2. Scope of Services**

The FCT contract encompasses the scope of ATC services and associated support services required for the day-to-day operation of FCTs as defined in this Statement of Work (SOW).

**C.2. Applicable Documents**

In providing the FCT services required by this contract, the Contractor must comply with the applicable orders, policies, and regulations, including those listed in paragraphs C.2.1 and C.2.2 or any update, successor, or replacement orders. The applicable documents consist of Government documents as well as non-Government documents. The Contractor is responsible for reviewing all applicable documents, understanding their impact on the delivery of the required services, and complying with the applicable requirements. The most current version of each document at the time of contract award will be the applicable version at the beginning of contract performance. When and if updates are made to applicable documents during the contract period of performance, the Contractor will be allowed to assess the update for any effect on contract performance before it is incorporated into the contract.

**C.2.1. FAA Orders, Policies, and Documents**

The Contractor must adhere to the applicable FAA Orders, policies, and documents listed in Table C-1. In the performance of the FCT contract, the FAA Orders represent an expansion of the Federal Aviation Regulations listed in Paragraph C.2.2.



## SECTION C

## STATEMENT OF WORK

**Table C-1: Applicable FAA Orders, Policies and Documents**

<b>Document Type</b>	<b>Document Number</b>	<b>Title</b>
FAA Order	JO 1000.37C	Air Traffic Organization Safety Management System
FAA Order	1100.161A	Air Traffic Safety Oversight
FAA Order	1350.14B	Records Management
FAA Order	1600.69D	FAA Facility Security Management Program (FSMP)
FAA Order	1900.1G	FAA Emergency Operations Plan
FAA Order	JO 1900.47F	Air Traffic Services Contingency Plan
FAA Order	JO 2900.2	Air Traffic Organization Audits and Assessments
FAA Order	JO 3120.4R	Air Traffic Technical Training
FAA Order	7050.1B	Runway Safety Program with Change 1 and 2
FAA Order	JO 7110.65AA	Air Traffic Control
FAA Order	JO 7110.67L	Air Traffic Management Security Procedures and Requirements for Special Operations
FAA Order	JO 7200.20B	Voluntary Safety Reporting Programs

## SECTION C

## STATEMENT OF WORK

<b>Document Type</b>	<b>Document Number</b>	<b>Title</b>
FAA Order	JO 7210.3DD	Facility Operation and Administration
FAA Order	JO 7210.55G	Operational Data Reporting Requirements
FAA Order	JO 7210.632A	Air Traffic Organization Occurrence Reporting including Change 1 and 2
FAA Order	JO 7210.633A	Air Traffic Organization (ATO) Quality Assurance (QA) including Change 1
FAA Order	JO 7210.634A	Air Traffic Organization (ATO) Quality Control
FAA Order	JO 7210.78	FAA Contract Tower (FCT) New Start and Replacement Tower Process
FAA Order	JO 7230.8	Limited Aviation Weather Reporting Stations (LAWRS)
FAA Order	JO 7232.5G	Changing Operating Hours for Terminal Facilities
FAA Order	JO 7340.2M	Contractions
FAA Order	JO 7350.9FF	Location Identifiers
FAA Order	JO 7400.2P	Procedures for Handling Airspace Matters
FAA Order	JO 7610.14	Non-Sensitive Procedures and Requirements for Special Operations

## SECTION C

## STATEMENT OF WORK

<b>Document Type</b>	<b>Document Number</b>	<b>Title</b>
FAA Order	JO 7610.4X	Sensitive Procedures and Requirements for Special Operations
FAA Order	JO 7900.5E	Surface Weather Observing w/ Change 1
FAA Order	7930.2T	Notices to Air Missions
FAA Order	8000.90C	Air Traffic Safety Oversight Credentialing and Control Tower Operator Certification Programs
FAA Order	8000.95C	Designee Management Policy
FAA Order	8020.16D	Air Traffic Organization Aircraft Accident and Aircraft Incident Notification, Investigation, and Reporting
FAA Manual	N/A	Aeronautical Information Manual (AIM) <a href="https://www.faa.gov/air_traffic/publications/atpubs/aim_html/">https://www.faa.gov/air_traffic/publications/atpubs/aim_html/</a>

**C.2.2. Government Regulations**

The Contractor must adhere to the applicable Government regulations listed in Table C-2.

## SECTION C

## STATEMENT OF WORK

**Table C-2: Applicable Government Regulations**

<b>Reference</b>	<b>Title</b>
Federal Aviation Regulations Part 1	Definitions and Abbreviations
Federal Aviation Regulations Part 65	Certification: Airmen Other Than Flight Crewmembers
Federal Aviation Regulations Part 67	Medical Standards and Certification
Federal Aviation Regulations Part 91	General Operating and Flight Rules
Federal Aviation Regulations Part 93	Special Air Traffic Rules
14 CFR Part 121 Appendix I	Drug Testing Program
14 CFR Part 121 Appendix J	Alcohol Misuse Prevention Program
49 CFR 830.2	Definitions
49 CFR Part 40	Procedures for Transportation Workplace Drug and Alcohol Testing Programs

**C.2.3. Order of Precedence**

- a) If the requirements of this SOW and the referenced applicable documents are in conflict, this SOW has precedence over all documents referenced herein.
- b) When FAA Orders are more prescriptive or restrictive than the corresponding Federal Aviation Regulations, then the FAA Order takes precedence.
- c) If the Contractor identifies a potential conflict between two or more referenced applicable documents or two or more sections of this SOW, the Contractor must advise the FAA Contracting Officer (CO) for resolution.

SECTION C

STATEMENT OF WORK

- d) If the Contractor believes that any revision to an applicable document is cause for an adjustment to the contract, the Contractor must immediately notify the CO.

**C.2.4. Availability of Documents**

Copies of FAA orders, policies, and documents may be obtained from the CO as identified in Section G of this contract. Requests must clearly identify the title and/or number of the document.

Time critical documents, such as General Notices (GENOT) and Notices to Air Missions (NOTAMs), will be provided by FAA directly to ATC personnel at each FCT.

**C.2.5. Facility Access**

The Government will provide the Contractor with access to the facilities where services required under this contract must be performed.

**C.2.6. Workspace**

At FAA-owned facilities, the Government will provide the FCT Contractor with sufficient workspace for the provision of ATC services, administrative office, and storage of operational supplies, equipment, and records to include any site-specific requirements as outlined in

At Airport Sponsor-owned facilities, the Airport Sponsor is responsible for providing the workspace.

**C.2.7. Equipment**

The Government will provide all operational equipment required at FAA-owned facilities in accordance with JO 7210.78.

The Government will provide the Contractor with the necessary office furnishings for the administrative space at FAA-owned facilities in accordance with JO 7210.78.

At Airport Sponsor-owned facilities, the Airport Sponsor is responsible for providing and maintaining the tower equipment and furnishings.

**C.2.8. FAA District Contact Facility**

The Government will provide the Contractor with the identity of the FAA District Contact Facility no later than 30 days after contract award and will keep the Contractor apprised of any changes thereto. The FAA District Contact Facility will provide the Contractor with operational information pertaining to the FCTs within the scope of the Contractor's operational responsibility. The FAA District Contact Facility will notify AJM-3 of observed and or reported events of failure to meet operational expectations at FCT locations within their area of responsibility.

SECTION C

STATEMENT OF WORK

**C.2.9. Operational Forms, Publications, and Charts**

The Government will provide the Contractor with Operational Forms, Publications, and Charts required by the orders, policies, and regulations listed in Paragraph C.2.

**C.2.10. Testing, Certification, and Training**

The associated FAA District facility for each FCT will perform facility rating certifications and Control Tower Operator (CTO) testing and certification when required. The FAA will furnish a Distance Learning Platform (DLP) at all FCT locations and provide updates to the DLP as needed. The FAA will also provide training for new, different, or modified Government Furnished Equipment (GFE).

The Government will provide designated Contractor employees with the following virtual Safety Risk Management (SRM) training:

- SRM Practitioner course (FAA66000025),
- SRM Panel Facilitation course (FAA66000026), and
- SRM Panel Facilitation Refresher course (FAA50338021).

The training referenced in this paragraph will be provided at the Government's expense and all course materials will be provided by the FAA.

**C.2.11. Evaluations**

The Government will conduct evaluations and safety audits in accordance with FAA JO 2900.2, Air Traffic Organization Audits and Assessments.

**C.2.12. Maintenance**

The Government will provide routine and corrective maintenance for all Government owned operational equipment and retains the right to modify existing equipment and/or install new or different equipment in accordance with FAA standards.

At FAA-owned facilities, the Service Area Technical Operations District Office will be responsible for all FAA maintenance, repairs, upkeep, and janitorial services to include the appropriate surrounding grounds.

At Airport Sponsor-owned facilities, the Airport Sponsor will be responsible for all maintenance, repairs, upkeep, and janitorial services, to include the surrounding property.

SECTION C

STATEMENT OF WORK

**C.2.13. Aviation Liability Insurance**

The Government will provide Aviation Liability Insurance to the FCT Contractors for awarded hours of operation.

**Computer Hardware, Software, and Networks**

The Government will provide and maintain all computer equipment, networks, and software required by FCT Contractor personnel to provide the required ATC services at FCT facilities.

FCT Contractor personnel must adhere to FAA policies for use of Government-furnished computers and Government-operated computer networks.

**C.3. Requirements**

The Contractor must furnish the labor, supervision, and administrative office supplies necessary to operate the FCTs as outlined below. The Contractor is responsible for furnishing all items necessary to fulfill the requirements of this contract, except for those items specifically called out as Government-furnished in Paragraph C.3 of this document.

**C.3.1. ATC Services**

- a) The Contractor must provide ATC services during all required hours of operation at each location and ensure continuity of service at each location within the assigned FCT area(s).
- b) The Contractor must provide ATC services at all FCT locations in accordance with Federal Aviation Regulations (FAR), Part 65, Subpart B and in accordance with the applicable orders, regulations, and documents listed in Paragraph C.2.
- c) Controller personnel employed by the Contractor for the performance of this contract must meet the qualifications stipulated in FAR, Part 65, Subpart B.

SECTION C

STATEMENT OF WORK

- d) The Contractor must ensure the actions of Contractor personnel are in accordance with FAA Order 7210.3, Facility Operation and Administration.
- e) The Contractor must provide a full-time equivalent (FTE) Air Traffic Manager (ATM) for each FCT location within the assigned FCT area(s).
- f) Each ATM must oversee the day-to-day operations of the facility to ensure the FCT complies with all applicable FAA directives and policies.
- g) The Contractor must assign at least four FTE controllers to each FCT, not including the ATM.
- h) The Contractor must assign at least two fully certified personnel to midnight shifts at each FCT that operates on a 24-hour basis as identified in, FCT Site Specific Information.
- i) The Contractor must ensure that Contractor personnel with decision-making authority are available to respond to matters within their respective areas affecting the operational effectiveness of an FCT under their contractual jurisdiction within five business days.

**C.3.1.1. Staffing**

- a) The Contractor must prepare and submit a Staffing Plan that provides the number of Full Time Equivalents (FTEs) required to meet the operational hours as specified FCT Site Specific Information for each FCT facility within the scope of this contract.
- b) The Contractor must adhere to the FAA-approved Staffing Plan for each FCT location.
- c) Should the requirement for staffing outside the normal operating hours become recurring, the Contractor must adhere to the requirements of the FAA- approved Staffing Plan.
- d) The Contractor may enter into agreement(s) with an entity not a party to this contract to provide ATC services during hours not required by the FAA approved staffing plan. The FAA will not be liable for any of the staffing cost associated with such work.
- e) In the event of an emergency situation requiring a change to the approved staffing plan, the Contractor must take the necessary actions to ensure the safety of operations is not jeopardized. The Contractor must notify the CO of such occurrences as soon as practical.
- f) The Contractor must advise AJM-3 whenever staffing changes occur, or are forecasted to occur, which may impact the provision of ATC services.
- g) The Contractor must submit requests for any changes to staffing and/or operating hours to AJM-3 for approval by the CO.

**C.3.1.2. Preparatory and Closing Activities**

- a) The Contractor must perform activities, such as taking weather observations or verifying runway lighting operability, to prepare the FCT for opening and closing on each day of operation.



## SECTION J

## LIST OF ATTACHMENTS

Note: These activities are not necessarily performed during the FCT facility's hours of operation.

**C.3.1.3. Notification of ATC Service Interruptions, Accidents, and Incidents**

- a) The Contractor must report accidents/incidents and collect applicable data in accordance with FAA Order 8020.16D, Air Traffic Organization Aircraft Accident and Aircraft Incident Notification, Investigation, and Reporting.
- b) The Contractor must ensure continuity of service at each location within their assigned contract area and must provide the contractually required hours of operation at each location.
- c) The Contractor must notify the FAA District Contact Facility, CO, and FCT Contracting Officer's Representative (COR) as soon as it is known that ATC services must be terminated, either temporarily or permanently; and
- d) If the operating hours are temporarily or permanently reduced or terminated, the Contractor must provide AJM-3 with all requested information related to the event.

**C.3.1.4. Facility Training Program**

- a) The Contractor must establish, document, and implement a Facility Training Program for controllers.
- b) The Contractor must develop and submit an FCT Facility Training Plan to ensure that training of Air Traffic Control Specialists is conducted consistent manner across a geographically dispersed workforce.
- c) The Contractor must administer the Facility Training Program in a uniform and standardized manner.
- d) The Contractor must review and update the Facility Training Program at least annually. The training program is subject to FAA evaluations in accordance with JO 7210.634A, Air Traffic Organization (ATO) Quality Control.
- e) The Contractor's Facility Training Program must comply with the following orders and regulations:
  - 1) FAR, Part 91, General Operating and Flight Rules; and Part 93, Special Air Traffic Rules and Airport Traffic Patterns
  - 2) FAA Order 8000.90C, AOV Credentialing and Control Tower Operator Certification Program; and
  - 3) FAA Order 3120.4, Air Traffic Technical Training including refresher, proficiency, and remedial training.
- f) The Contractor's Facility Training Program must include all required briefing items of National, Regional, and Service Area concern, and other required FCT items as determined by governing/appropriate Air Traffic organizations.

SECTION J

LIST OF ATTACHMENTS

- g) The Contractor must maintain a FAA Form 3120-1, Training and Proficiency Record (or a reasonable facsimile), for all operational controllers.
- h) The Contractor must ensure that On-The-Job (OJT) instruction is conducted by facility-rated FCT contract personnel in accordance with FAA Order 3120.4.
- i) The Contractor must comply with FAA Orders JO 3120.4 and FAA JO 7900.5 for aviation weather observation testing and certifications.
- j) The Contractor must conduct re-certification of FCT personnel to perform facility ATC duties in accordance with FAA JO 3120.4, Air Traffic Technical Training.
- k) The Contractor must provide contract personnel with training on GFE following initial FAA training.

**C.3.1.5. Quality Control Program**

- a) The Contractor must establish and maintain a quality control program in accordance with FAA JO 2900.2, FAA JO 7210.633A, and FAA JO 7210.634A.

Notes:

- Checklists and processes utilized for evaluating FCT facilities are contained in FAA JO 2900.2, Air Traffic Organization Audits and Assessments; FAA JO 7210.633A, Air Traffic Organization Quality Assurance Program; and FAA JO 7210.634A, Air Traffic Organization Quality Control.
- The Contractor's Quality Control Program is subject to evaluation by the FAA.
- b) The Contractor must develop and submit a Quality Control Program Plan
- c) The Contractor must provide written responses regarding corrective actions for any problems identified and/or remaining open as a result of an FAA safety audit.

**C.3.1.6. Safety Management System Program**

- a) The Contractor must implement a Safety Management System (SMS) program in accordance with the following directives:
  - 1) FAA Order JO 1000.37C, Air Traffic Organization Safety Management System; and
  - 2) FAA Order 1100.161A, Air Traffic Safety Oversight.
- b) The Contractor's SRM process must be consistent with the current version of the ATO SMS Manual, AOV Safety Oversight Circulars, and ATO Safety Guidance Documents.
- c) The Contractor must submit an FCT SMS Implementation Plan for the FCTs covered by this contract. The Contractor must execute its SMS program in accordance with the FAA-approved FCT SMS Implementation Plan.

SECTION J

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- d) The Contractor must ensure that changes to systems, procedures, operations, or personnel qualifications, including the addition of new systems, to include taxiways, runways and extensions are evaluated using the SRM process documented in the FAA-approved FCT SMS Implementation Plan.
- e) Per the FAA-defined training schedule, the Contractor must make Contractor employees available for training to facilitate FAA-conducted SRM Panels.
- f) The Contractor must designate controller personnel annually per the FAA-defined training schedule to complete a SRM Practitioner and SRM Facilitation Training course.
- g) The designated Contractor employees must complete the SRM Practitioner course, SRM Panel Facilitation course, and the SRM Panel Facilitation Refresher course (required every 2 years).
- h) Until each FCT has at least one employee trained as a SRM Panel Facilitator, the Contractor may be required to provide a trained SRM Panel Facilitator at the FAA's expense from another FCT or the Contractor's corporate office to facilitate SRM Panels.
- i) Any FCT employee that participates on an SRM Panel must complete the ATO SMS and SRM for Safety Stakeholders web-based course offered in eLearning Management System (eLMS).
- j) The Contractor must ensure that all FCT employees complete the Managing Safety web-based course offered in eLMS within the first six months of hire.
- k) The Contractor must track and maintain a record of training courses completed by each Contractor employee.
- l) The Contractor must submit required SRM documentation through the respective FAA District Manager utilizing the assistance of the appropriate SMS District point of contact.
- m) If the Contractor is preparing an SRM document with or without hazards, the Contractor must brief the Government on the status of the document. Upon Government request, the Contractor may be required to brief the Government at other phases of the SRM process.
- n) The Contractor must follow and adhere to the ATO SMS Manual regarding the SRM process when developing an SRM document with or without hazards.
- o) The Contractor must forward the SRM document with or without hazards to their respective FAA District Manager for "risk acceptance" signature or further processing.
- p) The Contractor must co-sign all SRM documents created by the Contractor with the appropriate FAA District Manager(s).

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- q) The Contractor must retain a copy of the SRM documents with or without hazards in facility files for the life cycle of the change.
- r) Within 30 days after the Government accepts a risk, the Contractor must enter all hazards into the Safety Management Tracking System (SMTS) maintained by the Government to include status updates of all initial high-risk hazards identified in any submitted SRM document with hazards.
- s) Upon Government acceptance of a risk identified in an FCT SRM document with hazards, the Contractor must implement, track, and monitor the change as identified in the Monitoring Plan of the SRM document with hazards.
- t) The Contractor must immediately notify the appropriate FAA District Manager if an initial high-risk hazard affecting the NAS within a facility is identified as part of an SRM Panel.
- u) The Contractor must establish a positive safety culture at their facilities that:
  - 1) Fosters an understanding of hazards and risks inherent in the operations
  - 2) Creates an environment where employees continuously work to identify and report safety issues
  - 3) Provides a workplace where employees are encouraged to report safety issues
  - 4) Encourages the reporting of existing safety issues, and once they are reported, appropriate actions are taken in accordance with the ATO SMS Manual; and
  - 5) Provides a workplace where employees are encouraged to develop and apply their own skills and knowledge to enhance organizational safety.

**C.3.1.7. Facility Security Management Program**

- a) For each FCT within the scope of this contract, the Contractor must implement a Facility Security Management Program (FSMP) that meets both the required physical security and the administrative facility security protective measures, as required by the current version of FAA Order 1600.69, FAA Facility Security Management Program.
- b) As part of the FAA's FSMP, the Contractor must assign, in writing, a member of its FCT staff to act as the Security Coordinator (SC) for each staffed FCT. The SC must serve as the facility's designated security representative for matters involving facility security. Each SC must act as the security focal point for the facility with the FAA's Servicing Security Element (SSE).
- c) The SC must be physically located at the FCT, and the SC responsibilities assigned to one of the facility staff members. The SC role is an administrative duty that must be performed by FCT staff.

SECTION J

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- d) The Contractor must take the required corrective action to reduce or eliminate physical security and administrative security vulnerabilities that are under their area of responsibility and have been identified as the result of FAA-conducted facility security assessments, inspections, or other security evaluations.
- e) The SC at FAA-owned FCTs will coordinate all findings with the appropriate FAA representative to ensure findings for which the FAA is responsible are corrected. The SC at airport sponsor-owned FCTs must coordinate all findings with the Airport Sponsor to ensure that findings for which the Airport Sponsor is responsible are corrected.
- f) The SC at FAA-owned FCTs, must implement a Facility Security Plan (FSP) for each FCT within the scope of this contract in accordance with the current version of FAA Order 1600.69 for their facility.
- g) The Contractor must update the FSP for a specified FCT when requested by the Government.
- h) The Contractor must ensure that a hardcopy of the FSP is available at each FCT.
- i) The SC must report security incidents to the FAA SSE as soon as possible and within 48 hours of the incident through the Web-based Incident Reporting System (WebIRS). WebIRS can be found at: <https://incidentreporting.faa.gov>.

Notes:

- The FAA SSE will coordinate with the contractor as necessary to ensure that the security for all FCTs and associated personnel meet those requirements.
- The FAA SSE point of contact information for each FAA region/center is provided in Attachment J-5, FAA Regional Security Servicing Elements Office.
- The FAA SSE is the individual the SC coordinates with on all matters involving facility security.
- The FAA will ensure the effectiveness of the contractor's FSMP through the conduct of scheduled and unscheduled facility security assessments, inspections, facility security program evaluations, and incident reporting.
- The FAA SSE will conduct periodic facility security assessment of the FCT, which is an on-site examination of the facility in order to determine if there are any physical and administrative security vulnerabilities or findings.

**C.3.1.8. Aviation Safety Action Program (ASAP)**

- a) The Contractor must implement an Aviation Safety Action Program (ASAP) that complies with FAA Order JO 7200.20, Voluntary Safety Reporting.

SECTION J

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- b) The Contractor must establish and implement a Voluntary Safety Reporting Program (VSRP) in accordance with FAA Order JO 7200.20, Voluntary Safety Reporting Programs.
- c) The Contractor must sign the FAA Contract Tower Aviation Safety Action Program (FCT ASAP) Memorandum of Understanding (MOU) within 90 days after contract award.
- d) The Contractor must structure its ASAP so that it is in accordance with the applicable FCT ASAP MOUs.
- e) The Contractor must ensure that all employees and managers receive FAA-provided training on the provisions of applicable FCT ASAP MOU.
- f) The Contractor must designate two employees to participate in the annual VSRP Calibration Workshop provided by the FAA's VSRP Office.
- g) New members assigned by the Contractor to the ERC must attend the FAA's ERC new members training course when the first training is made available.

**C.3.1.9. Drug Testing Program**

- a) The Contractor must establish and maintain a drug free workplace and drug testing program in accordance with policies and directives stated in 14 CFR Part 120.
- b) The Contractor must submit reports on the Drug Testing Program to the FAA Office of Aerospace Medicine (Code AAM) as prescribed in 14 CFR Parts 120.

Note: The FAA reserves the right for the CO to require additional drug testing upon request.

**C.3.1.10. Alcohol Misuse Prevention Program**

- a) The Contractor must establish and maintain an Alcohol Misuse Prevention Program in accordance with 14 CFR Part 120.
- b) The Contractor must submit reports on the Alcohol Misuse Prevention Program to the FAA Office of Aerospace Medicine (Code AAM) as prescribed in 14 CFR Parts 120.

**C.4.6. Contingency Planning and Operations**

- a) The Contractor must ensure that each FCT facility in their jurisdiction is in compliance with FAA JO 1900.47F, Air Traffic Control Operational Contingency Plans.

**C.4.7.** Should the Government determine that it is necessary for an FCT to remain open beyond normal operating hours to support airport emergency operations due to natural or man-made disasters (i.e., hurricanes, earthquakes, fire, bomb threats, or other natural or man-made events), the Contractor must take immediate action to extend hours to accommodate the situation. Maintenance of Records and Operational Data

SECTION J

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- a) The Contractor must comply with the provisions of FAA Order 1350.14B, Records Management, concerning documentation of operational data and maintenance of records.
- b) The Contractor must provide the FAA access to FCT operational data upon request.

**C.4.8. Facility Charts and Diagrams**

- a) The Contractor must keep facility charts and diagrams current and legible for each FCT facility within the assigned area.

**C.4.9. Reporting**

- a) The Contractor must provide information in response to requests from FAA, such as data for aeronautical studies, operational statistics, internal facility directives, Letters of Agreement (LOAs), and other similar requests.
- b) Upon the Government's request, the Contractor must provide a current copy of any local FCT facility directive and regulations regarding the provision of ATC services, any documents to which the FCT Contractor is a signatory, and any other documents used to perform FCT air traffic services.

**End of Section C**







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0079

**Meeting Date:** 1/22/2025

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

Request approval of a Resolution to provide the financial resources necessary to comply with the Consent Decree. **(Arrington)**

RESOLUTION TO PROVIDE THE FINANCIAL RESOURCES NECESSARY TO COMPLY WITH THE CONSENT  
DECREE

WHEREAS, Fulton County is committed to providing the highest level of Public Safety Services and Justice Services to its citizens and is committed to delivering these services through a dedicated staff, advanced technology and data informed decisions that maximize the efficiency of the operations and ensure the best citizen experience;

WHEREAS, All Fulton County Criminal Justice Partners -- *through their respective staff and services* -- share a mutual commitment to upholding the constitutional rights of incarcerated people, promoting safe and effective custodial care and protecting public safety;

WHEREAS, the effectiveness of the Fulton County Criminal Justice System is the sum of a whole – as each partner, *the Fulton County Sheriff, the Superior Court of Fulton County, Office of the District Attorney – Atlanta Judicial Circuit, Fulton County Clerk of Superior Court, the Fulton County Public Defender and the Office of the Fulton County Solicitor General* – must meet their individual constitutional obligations;

WHEREAS, Fulton County and Sheriff Patrick Labat, one criminal justice partner, agreed to the prospective relief in a Consent Decree entered and Ordered by the United States District Court, Northern District of Georgia, Atlanta Division on January 6, 2025;

WHEREAS, the ordered Consent Decree requires Fulton County and Sheriff Patrick Labat to: 1) provide reasonable protection from violence to the incarcerated population; 2) ensure that incarcerated people are not subjected to excessive force; 3) to provide safe and sanitary living conditions; 4) ensure appropriate medical and mental healthcare is provided to incarcerated people; 5) ensure that restrictive housing practices do not pose an unreasonable risk of harm, do not discriminate against people with mental health disabilities, do not harm 17-year olds and provide due process, and; 6) provide eligible 17-year-olds access to special education services.

WHEREAS, to meet these goals, Fulton County must reduce the jail population and develop procedures to sustain this reduction;

WHEREAS, the Sheriff alone, cannot reduce the jail population – as a Sheriff is an elected official that is constitutionally required, among other things, to provide care, custody and control of incarcerated people at the jail; rather the Sheriff only houses those that have been arrested and ordered to be held,

WHEREAS, the staff and services provided by *all* Criminal Justice Partners lead to the reduction of the jail population – the Fulton County jail population was reduced from 3,583 on August 30, 2023 to 2,494 on December 9, 2024 – ensuring that all individuals are assigned a bed and no one is sleeping on portable sleeping devices;

WHEREAS, the jail population is a summed variable that is dependent on the staff and services provided by the entire Fulton County Criminal Justice System, including, the Superior Court of Fulton County, Office of the District Attorney – Atlanta Judicial Circuit, Fulton County Clerk of Superior Court, the Fulton County Public Defender, the Office of the Fulton County Solicitor General, and the Fulton County Sheriff's Office;

WHEREAS, there is a direct causal relationship between the jail population and the conditions of the jail – as when the jail is overcrowded the jail facilities are more likely to be damaged, making conditions of jail less safe and prime to commit felonious crimes, including but not limited to, aggravated assault on other inmates;

WHEREAS, Sheriff Patrick Labat, alone, cannot meet his burden of “sustained substantial compliance” with each provision of the Consent Decree – as this level of compliance cannot be demonstrated or achieved without the staff and services of all Criminal Justice Partners, including, the Superior Court of Fulton County, Office of the District Attorney – Atlanta Judicial Circuit, Fulton County Clerk of Superior Court, the Fulton County Public Defender and the Office of the Fulton County Solicitor General;

NOW THEREFORE BE IT RESOLVED, the County commits additional financial resources to all criminal justice partners, for the purposes of compliance with the Consent Decree. This additional funding will allow Fulton County’s justice partners to better care for those being housed at the Fulton County Jail, retain current staff and hire the staff needed to ensure compliance with the Consent Decree.

BE IT FURTHER RESOLVED, that Fulton County commits \$1,512,576.00 to the Office of the Fulton County Clerk of Superior Court. This funding increases staff by 12 employees and allows the office to improve the efficiency, accuracy and timeliness of processing critical case functions – as more timely and efficient court filings are essential to satisfying the provisions set forth in the Consent Decree.

BE IT FURTHER RESOLVED, that Fulton County commits \$2,613,889.75 to the Office of the Fulton County Solicitor General. This funding increases staff by 20 employees. With these additional employees, case loads of current staff will be more aligned with nationally recommended case load standards and help with staff retention and hiring and provide more efficient investigation and handling of criminal cases, thereby improving the conditions for those housed at the Fulton County Jail through more efficient handling of criminal calendars helping ensure compliance with the Consent Decree.

BE IT FURTHER RESOLVED, that Fulton County commits \$4,897,313.00 to the Office of the Fulton County Public Defender. This funding increases staff by 33 employees and allows the office to increase operational efficiency, workflow management, and achieve the constitutional mandate of effective assistance of counsel and compliance with the Consent Decree. Adding staff to the pre-indictment/ non-complex division in superior court will help with staff retention, improve timely resolution of cases by reducing excessive caseloads, bring the office into alignment with national case load standards, and reduce the jail population. This increase is necessary for adequate preparation on court calendars in state and superior courts including mental health, consolidated, and noncomplex calendars, and help Fulton County and the Sheriff comply with the terms of the Consent Decree.

BE IT FURTHER RESOLVED, that Fulton County commits \$12,500,000.00 to the Office of District Attorney, Atlanta Judicial Circuit. This funding will help retain current staff and increases staff by 100 employees and allows the office to increase the Case Intake Division by 110% -- the division that receives, investigates and produces all felony indictments in Fulton County, thereby improving the time in which cases can be processed. Additionally, this funding will allow this office to staff all calendars, including but not limited to the Superior Court’s Non-Complex and Consolidated calendars. In addition, the Office of the Fulton County District Attorney will have the resources to assist with the investigation of in-

custody felony crimes. Increased Case Intake Staffing and efficient criminal case management are essential to ensuring Fulton County and the Sheriff comply with the provisions set forth in the Consent Decree.

BE IT FURTHER RESOLVED, that Fulton County commits a minimum of \$77,500,000.00 *initially* to the Office of the Fulton County Sheriff for purposes of compliance with the Consent Decree. This funding will be used to help with staff retention and will be used to fund previously unfunded positions, positions that are currently vacant, and an increased funding for overtime pay. This funding provides operational expenses for body-worn cameras and associated technologies, an updated jail management system, employee incentives, employee training, employee wellness center, security technology, recruitment efforts, Consent Decree Monitoring Team and staffing analysis. Additionally, this funding will allow the Sheriff to establish and maintain a safe environment for those housed at the Fulton County Jail and provide resident educational services as required by the Consent Decree.

BE IT FURTHER RESOLVED, that Fulton County commits additional funding to the Office of the Fulton County Sheriff as the Monitoring Team completes its Consent Decree analysis and makes future recommendations.

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

[Signatures]





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0085

**Meeting Date:** 1/22/2025

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### Department

External Affairs

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

Presentation: 2025 State Legislative Session Update.

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

Request Approval

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

Open and Responsible Government

### Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

### Is this a purchasing item?

No

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

**Scope of Work:** Presentation of 2025 State Legislative Session Update

### Community Impact:

### Department Recommendation:

### Project Implications:

### Community Issues/Concerns:

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**Agenda Item No.:** 25-0085

**Meeting Date:** 1/22/2025

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**Department Issues/Concerns:**

**Fiscal Impact / Funding Source**

**Funding Line 1:**

n/a



**FULTON  
COUNTY**

**Fulton County Board of Commissioners  
January 22, 2025**

**2025 Legislative  
Session Update**



# Legislative Session Overview

- January 13: The Georgia General Assembly convened the 2025 Legislative Session.
- January 13 - April 4: Legislative Days 1-40 scheduled in the Adjournment Resolution (**SR 6**).
- January 16: Governor Brian P. Kemp addressed a Joint Session of the Georgia General Assembly to provide his **2025 State of the State Address**.
- January 20-24: Joint House and Senate Budget Hearings on the Amended Fiscal Year 2025 and Fiscal Year 2026 budgets.

# **Governor Brian P. Kemp's Budget Highlights**

(Details Forthcoming)

## **Primary Policy Priority: Judicial Resources – Superior Court**

- Fulton County requests additional judgeships for Superior Court to more effectively manage the Circuit's high volume of cases and its unique level of complex cases.
  - Distribution and review of current caseload comparisons with other Circuits.
- Fulton County seeks approval of local legislation to authorize Superior Court judicial officers to handle non-serious felony and civil cases by assignment of the Chief Judge. Increasing the authority of judicial officers, who currently handle only family law cases, will create greater efficiency with the case management process.
  - Georgia Public Affairs is securing delegation sponsors.
  - County Attorney's office is on standby for legal notices.

## **Primary Policy Priority: Judicial Resources – Additional State Court Judges**

Fulton County seeks the allocation of two additional State Court judges, increasing the Court from 10 to 12 judges.

- Georgia Public Affairs is securing delegation sponsors.
- County Attorney's office is on standby for legal notices.

## **Primary Policy Priority: Ongoing State Investment – Behavioral Health**

Fulton County seeks ongoing state funding for Behavioral Health beds, as recommended in the 2023 Georgia Department of Behavioral Health and Developmental Disabilities (DBHDD) bed study. This includes:

- Additional funding for Behavioral Health Crisis Centers
  - Participate in budget hearings to advocate for Fulton County investments.
- Increased availability of mental health beds for justice-involved individuals.
  - Monitor proposed budget for Georgia DBHDD and Georgia Department of Corrections.

# Legislative Calendar (SR 6) & Events at the State Capitol

- January 27: Legislative Day 6
  - January 28: Legislative Day 7
  - January 29: Legislative Day 8
  - January 30: Legislative Day 9
  - February 3-6: Legislative Days 10-13
  - March 6: Legislative Day 28 (Crossover Day)
  - April 4: Legislative Day 40 (Sine Die)
- 
- Fulton Day at the State Capitol on **Thursday, February 20**
  - ACCG Capital Connection Conference on **Monday, February 24-Tuesday, February 25**





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0086

**Meeting Date:** 1/22/2025

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

Executive **(CLOSED)** Sessions regarding litigation **(County Attorney)**, real estate **(County Manager)**, and personnel **(Pitts)**.



## INTEROFFICE MEMORANDUM

**TO:** Felicia Strong-Whitaker, Director <sup>Initial</sup> *FSW*  
Department of Purchasing & Contract Compliance

**FROM:** Evaluation Committee Recommendation Letter

**DATE:** December 19, 2024

**PROJECT:** 24RFP1337774C-MH, "Financial Advisory Services"

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Finance Department.

Five (5) qualified firms submitted proposals for evaluation and consideration for award of the Financial Advisory Services for this project:

1. First Tryon Securities, LLC d/b/a First Tryon Advisors
2. Raymond James Financial, Inc.
3. PFM Financial Advisors LLC
4. Davenport & Company, LLC
5. Public Resources Advisory Group, Inc

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **Raymond James and Associates, Inc.** with a total score of **89.67**, is the recommended vendor for the award of #24RFP1337774C-MH, "Financial Advisory Services".



Evaluation Committee Recommendation Letter  
December 19, 2024 **Page | 2**

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

**SELECTION COMMITTEE MEMBERS:**

Signed by:  
  
42EAD46F3E6E400...  
Ray Turner, Deputy Director

Signed by:  
  
3B7066D0D7CE482...  
Bryce Riddle, Investment officer

DocuSigned by:  
  
DFF2D042667C48E...  
Jaunius Simokaitis, Utility Billing & Collections Manager

Evaluation Committee Recommendation Letter  
December 19, 2024Page | 3

EVALUATION CRITERIA	WEIGHT	Raymond James & Associates, Inc.	Davenport & company, LLC	Public Resources Advisory Group, Inc	First Tryon Securities, LLC d/b/a First Tryon Advisors	PFM Financial Advisors, LLC
Project Plan/Approach to Work	20	16.67	16.67	15	18.33	13.33
Qualification of Key Personnel	20	16.67	16.67	16.67	16.67	16.67
Relevant Project Experience/Past Performance	20	20	16.67	16.67	18.33	16.67
Availability of Key Personnel	10	8.33	8.33	7.5	7.5	8.33
Local Preference	5	5	5	0	0	5
Service Disabled Veterans Preference	2	0	2	0	0	0
Cost Proposal	23	23	17.21	20.37	15	15.12
TOTAL SCORE:	100.00	89.67	82.55	76.21	75.83	75.12

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