

**FULTON COUNTY BOARD OF COMMISSIONERS**

**RECESS MEETING**

September 15, 2021

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)  
Liz Hausmann, Commissioner (District 1)  
Bob Ellis, Commissioner (District 2)  
Lee Morris, Commissioner (District 3)  
Natalie Hall, Vice Chair (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.

**Board of Commissioners****CONSENT AGENDA****21-0675 Board of Commissioners**

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

**21-0676 Board of Commissioners**

Proclamations for Spreading on the Minutes

Proclamation recognizing "William C. Meadows Appreciation Day."

**(Abdur-Rahman)**

September 4, 2021

Proclamation recognizing "Audrairie Jackson Appreciation Day." **(Abdur-Rahman)**

September 10, 2021

Proclamation recognizing "Captain Hattie Cotton-Tukes Appreciation Day."

**(Abdur-Rahman)**

September 10, 2021

Proclamation recognizing "Maze Featuring Frankie Beverly Appreciation Day."

**(Hall)**

September 11, 2021

Proclamation recognizing "Kool and the Gang Appreciation Day." **(Hall)**

September 11, 2021

Proclamation recognizing "The Commodores Appreciation Day." **(Hall)**

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Proclamation recognizing "Johnny Gill Appreciation Day." **(Hall)**

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Proclamation recognizing "The Whispers Appreciation Day." **(Hall)**

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Proclamation recognizing "DJ Mars Appreciation Day." **(Hall)**

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Proclamation recognizing "Martin Management Appreciation Day." **(Hall)**

September 11, 2021

Proclamation recognizing "Kevin Jenkins Appreciation Day." **(Hall)**

September 11, 2021

Proclamation recognizing "Cascade Skating Rink Appreciation Day."

**(Abdur-Rahman)**

September 18, 2021

**Commissioners' District Board Appointments**

**21-0677 Board of Commissioners**

THE FULTON COUNTY BOARD OF COMMISSIONERS ELECTIONS TASK FORCE

Term = Until Task Force sunsets on December 31, 2021.

**Commissioner Ellis has nominated Dr. Janice Johnston and Amanda Quintana.**

**21-0678 Board of Commissioners**

FULTON COUNTY COMMUNITY ZONING BOARD

Term = Members shall serve a term consistent with that of the member of the Board of Commissioners making the nomination. Members shall serve no more than two (2) terms, either consecutive or non-consecutive.

Term below expired: 12/31/2018

Kelly (Johnson) Singleton **(Eaves/Pitts)**

**Chairman Pitts has nominated Kelly Singleton for a District reappointment to a term ending December 31, 2022.**

**21-0679 Board of Commissioners**

COMMISSION ON DISABILITY AFFAIRS

Term = 2 Years

Term below expired: 12/31/2020

Vernitia Shannon **(Carn/Abdur-Rahman)**

**Commissioner Abdur-Rahman has nominated Vernitia Shannon for a District reappointment to a term ending December 31, 2022.**

**21-0680 Board of Commissioners**

FULTON COUNTY ARTS COUNCIL

Term = 2 years

Term below expires: 12/31/22

Vacant **(Abdur-Rahman)**

**Commissioner Abdur-Rahman has nominated Brandon A. Tonge for a District appointment to an unexpired term ending December 31, 2022.**

**Open & Responsible Government****21-0681 Finance**

Ratification of August 2021 Grants Activity Report

**21-0682 Finance**

No action is requested. This reporting is being provided to meet the quarterly reporting requirement for monetary transfers among budget funds per Board Resolution #09-1262.

**21-0683 Real Estate and Asset Management**

Request approval of Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia and Joseph and Dorothy DePasquale for the purpose granting conditional approval to allow a portion of a wood deck to remain within the County's existing sanitary sewer easement at 170 Burford Hollow, Alpharetta, Georgia 30022.

**Health and Human Services****21-0684 Community Development**

Request approval to amend the Emergency Solutions Grant contracts with (a) Travelers Aid of Metropolitan Atlanta; (b) Hope thru Soap; (b) City of East Point; (c) 24/7 Gateway, LLC (Gateway Center); (d) Latin American Association, and (e) Chris 180, to extend the contract end dates from September 30, 2021, to December 31, 2021; and Gateway from September 30, 2021, to July 31, 2022, to allow the organizations additional time to provide homeless and COVID-19 related services to the Fulton County Constituents. The County Attorney is authorized to approve the contracts as to form and make changes thereto prior to execution.

**Justice and Safety****21-0685 Emergency Services**

Request approval of an Intergovernmental Agreement between Fulton County and the City of South Fulton, for the provision of the Digital 800 MHz Radio System Access, October 1, 2021 through September 30, 2022 with three (3) automatic renewals commencing October 1 of each successive year, in the amount of \$263,410.00 annually for years 2021 and 2022 and \$279,030.00 annually for years 2023 and 2024.

**21-0686 Emergency Services**

Request approval of an Intergovernmental Agreement between Fulton County and the City of South Fulton for the provision of 9-1-1 Emergency Communications Services effective October 1, 2021, through September 30, 2022, with three (3) automatic renewals commencing on October 1 of each successive year, ending September 30, 2024, with an annual subsidy of \$1,650,000.00.



**RECESS MEETING AGENDA**

**21-0687**   **Board of Commissioners**  
Adoption of the Recess Meeting Agenda.

**21-0688**   **Clerk to the Commission**  
Ratification of Minutes.

Recess Meeting Minutes, August 18, 2021  
Regular Meeting Post Agenda Minutes, September 1, 2021

**21-0689**   **Board of Commissioners**  
Presentation of Proclamations and Certificates

Proclamation recognizing "Workforce Development Month." **(Pitts/BOC)**

Proclamation recognizing "Atlanta Pride Weekend." **(Hall)**

Proclamation recognizing "Recovery Month 2021." **(Ellis)**

Proclamation recognizing "Minority Business Week." **(Arrington)**

Proclamation recognizing "National Hispanic Heritage Month." **(Abdur-Rahman)**

Proclamation recognizing "Stars of the Century: Niesha Dupree Appreciation Day." **(Abdur-Rahman)**

Proclamation recognizing "Stasha Sanchez Appreciation Day." **(Abdur-Rahman)**

Proclamation recognizing "LaQuana "LA Pink" Alexander Appreciation Day." **(Abdur-Rahman)**

**PUBLIC HEARINGS**

**21-0690**   **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.  
**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 30 minutes at the Regular Meeting, nor will this portion exceed thirty minutes at the Recess Meeting.** In the event the 30 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. Similarly, written comments (that were timely submitted) not previously read, may be read at the end of the meeting. For more information or to arrange a speaking date, contact the Clerk's Office.

**PRESENTATIONS TO THE BOARD****21-0691 Board of Commissioners**

Presentation and approval of additional personnel for the District Attorney's Office.

**COUNTY MANAGER'S ITEMS****Open & Responsible Government****21-0692 County Manager**

Presentation of COVID-19 Operational Response Update.

**21-0693 Purchasing and Contract Compliance**

Request approval of a Resolution to extend emergency purchasing authority of the Chairman and County Manager for COVID-19 related purchases Budget Review.

**21-0694 Purchasing and Contract Compliance**

Request ratification of emergency procurement - County Manager, Countywide Emergency Procurements.

**21-0695 Finance**

Presentation, review and approval of September 15, 2021 Budget Soundings

**21-0609 Finance**

Presentation, review and approval of August 18, 2021 Budget Soundings - Increase funding for the Registration and Elections Department by \$570,000.00 **(HELD ON 8/18/21)**

**21-0611 Registration & Elections**

Request approval of a recommended proposal - Registrations and Elections, 21RFP060921C-MH, Business Process Review and Assessment of Registration and Elections Operations in the amount of \$569,750.00 with The Elections Group, LLC (Indian Head Park, IL) to conduct a comprehensive business process review and assessment of voter registration and elections operations for operational improvement and efficiencies for the Fulton County Registration and Elections Department. Effective upon issuance of the Notice to Proceed, all project deliverables are due no later than April 30, 2022. **(HELD ON 8/18/21)**

**21-0696 Human Resources Management**

Request approval to make routine modifications to the classification section of the Classification and Compensation Plan, by adding two (2) new titles: Workforce Business Services Manager (#118201), Grade 19 and Victim Witness Advocacy Program Director (#480024), Grade 25.

**21-0697 Information Technology**

Request approval of statewide contract - Department of Information Technology (FCIT), SWC 99999-SPD-T20120501-0006, Network Equipment, in the amount of \$374,023.31 with Presidio Networked Solutions (Norcross, GA) to provide networking equipment and wireless access points to ensure continuity of IT operations for enhanced resiliency of the Fulton County network. Effective upon BOC approval through December 31, 2021.

**21-0698 Real Estate and Asset Management**

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 20ITBC123789C-CG, AED Batteries for Cardiac Science Powerheart G-3 and G-5 Automated External Defibrillators with Coro Medical, LLC. (Franklin, TN) in the amount of \$5,000.00, to provide AED Batteries for Cardiac Science Powerheart G-3 and G-5 Automated External Defibrillators adult pads for Fulton County facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2022 through December 31, 2022.

**21-0699 Real Estate and Asset Management**

Request approval to increase spending authority - Department of Real Estate and Asset Management, Bid# 19ITBC118608C-BKJ, HVAC Equipment and Parts in the total amount of \$25,000.00 with: (A) Johnstone Supply of Atlanta (Norcross, GA) in the amount of \$15,000.00; (B) F. M. Shelton, Inc. (Atlanta, GA) in the amount of \$5,000.00; and (C) United Refrigeration, Inc. (Pittsburgh, PA) in the amount of \$5,000.00, to purchase additional HVAC parts and related items and to help supplement the rising cost of HVAC refrigerant and repair parts, facility restarts, numerous equipment repairs by in-house staff and end of life cycle replacements. Effective upon BOC approval.

**Justice and Safety****21-0700 Superior Court Administration**

Request approval to renew a contract - Superior Court Administration, 20RFP100920A-CJC, Legal Services for Fulton Courts Justice Resource Center in the amount of \$205,380.00 with Atlanta Legal Aid Society, Inc. (Atlanta, GA) to provide legal assistance and services to citizens. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2022 through December 31, 2022.

**21-0701 Superior Court Clerk**

Request approval to amend an existing contract - Clerk of Superior and Magistrate Courts, 14RFP93286A-CJC, E-Filing System with Tyler Technologies, Inc. (Plano, TX) to extend the contract through July 2, 2023 and to amend the scope of work for the integrated electronic filing system for all case types within the jurisdiction of State, Magistrate, Superior and Probate Courts. Effective upon BOC approval.

**COMMISSIONERS' ACTION ITEMS****21-0579 Board of Commissioners**

Request approval of a Resolution establishing a set payment of \$250.00 per day for members of Fulton County Boards, Committees, Authorities, and Commissions where Commissioners make appointments, establishing exceptions for those entities where payments are established by State statute, law or regulation; and for other purposes. **(Arrington) (HELD ON 8/4/21, 8/18/21 AND 9/1/21)**

**21-0618 Board of Commissioners**

Request approval of a Resolution for the development and execution of a feasibility study for the location and construction of a new Fulton County Jail.  
**(Abdur-Rahman/Arrington) (HELD ON 8/18/21) (MOTION TO APPROVE FAILED ON 9/1/21)**

**21-0670 Board of Commissioners**

Request approval of a Resolution to identify positions to be used for appointment of Fulton County's representatives to the Region 3 Emergency Medical Services Advisory Council; and for other purposes. **(Pitts) (HELD ON 9/1/21)**

**21-0702 Board of Commissioners**

Request approval of a Resolution supplementing the Board of Commissioners' December 17, 2008 Resolution consenting to the inclusion of certain Fulton County taxes in the computation of the tax allocation increment for the City of Atlanta Tax Allocation District Number One - Westside so as to consent to and ratify the use of a portion of County tax increment for two projects within the Westside Tax Allocation District. **(Morris)**

**21-0703 Board of Commissioners**

Request approval of a Resolution authorizing the approval of a Lease Agreement between Fulton County, Georgia and SK ARO, LLC, to provide space for the Fulton County District Attorney's Office; authorizing the Chairman and the County Manager to execute the Lease Agreement and related documents; authorizing the County Attorney and County Manager to finalize negotiation of the Lease Agreement and related documents prior to execution; and for other purposes. **(Hall)**

**21-0704 Board of Commissioners**

Request approval of a Resolution directing the County Manager to create a Rental Policy for non-profit organizations to utilize space at Fulton County owned or leased facilities; directing the County Manager to present the policy to the Board of Commissioners for approval; and for other purposes. **(Hall)**

**21-0705 Board of Commissioners**

Request approval of a Resolution creating and establishing a yearly Fulton County supported Grant Program designated as "The Fulton County Health and Wellness Services Grant" for the purpose of funding programs related to the prevention and treatment of chronic diseases, behavioral health and other medical conditions, responding to the negative health impacts of the COVID-19 Pandemic, and for the promotion of health through financial wellness; establishing procedures for awarding the grant; and for other purposes. **(Hall)**

**Commissioners' Full Board Appointments****21-0673 Board of Commissioners**

BOARD OF REGISTRATION AND ELECTIONS **(MOTION TO APPROVE FAILED ON 9/1/21)**

Term = 2 Years

Term below expires: 6/30/2023

Alex Wan **(Chair/BOC/Pitts) (Resigned)**

**Commissioner Abdur-Rahman has nominated Alicia M. Ivey for a Full Board appointment to serve as Chairperson filling the unexpired term of Alex Wan to a term ending June 30, 2023.**

**21-0706 Board of Commissioners**

BOARD OF REGISTRATION AND ELECTIONS

Term = 2 Years

Term below expires: 6/30/2023

Alex Wan **(Chair/BOC/Pitts) (Resigned)**

**Chairman Pitts has nominated Cathy Woolard for a Full Board appointment to serve as Chairperson filling the unexpired term of Alex Wan to a term ending June 30, 2023.**

**COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS****Open & Responsible Government****21-0707 Human Resources Management**

Discussion on the status of Phase I of the Compensation study involving Elected Officials and Key Classifications, conducted by The Segal Company (Eastern States) Inc., d/b/a Segal.

**21-0708 Human Resources Management**

Discussion: Board of Commissioners approved Human Resource policies that impact the offices of Elected Officials.

**21-0709 External Affairs**

Presentation: 2020 Census Report

**COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS****21-0710 Board of Commissioners**

Discussion: Invest Atlanta Board of Directors August 19, 2021 Meeting Summary  
(**Morris**)

**21-0711 Board of Commissioners**

Discussion: BeltLine September 8, 2021 CEO Report (**Morris**)

**21-0712 Board of Commissioners**

Discussion of a Resolution to enact the "Fulton County Homeowners Economic Lift Program and Services Plan" and for other purposes. (**Abdur-Rahman**)

**EXECUTIVE SESSION****21-0713 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.:** 21-0676

**Meeting Date:** 9/15/2021

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

Proclamations for Spreading on the Minutes

Proclamation recognizing "William C. Meadows Appreciation Day." **(Abdur-Rahman)**  
September 4, 2021

Proclamation recognizing "Audrairie Jackson Appreciation Day." **(Abdur-Rahman)**  
September 10, 2021

Proclamation recognizing "Captain Hattie Cotton-Tukes Appreciation Day." **(Abdur-Rahman)**  
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September 11, 2021

Proclamation recognizing "Kevin Jenkins Appreciation Day." **(Hall)**  
September 11, 2021

Proclamation recognizing "Cascade Skating Rink Appreciation Day." **(Abdur-Rahman)**  
September 18, 2021







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0681

**Meeting Date:** 9/15/2021

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

Ratification of August 2021 Grants Activity Report

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

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

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

Open and Responsible Government

**Commission Districts Affected**

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

**Is this a purchasing item?**

No

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

The Fulton County August 2021 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period August 1, 2021 through August 31, 2021. Fulton County departments report the following grants activity:

- Applications Submitted/Pending: 3 (922,525.00 + \$0 Cash Match)
- Applications Awarded: 3 (1,087,810.27 + \$ 19,651.76 Cash Match)

The following Strategic Priority Areas are Impacted by August 2021 grant applications:

- Justice and Safety

- Health and Human Services
- Arts and Libraries

The Fulton County August 2021 Grants Activity Report (GAR) Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through August 31, 2021. Fulton County departments report the following grants activity:

- Total Applications Submitted/Pending: 38 (\$78,155,091.59 + \$32,799 Cash Match)
- Total Applications Awarded: 20 (\$10,110,947.36 + \$ 612,242.94 Cash Match)
- Total Grant Applications Denied: 2 (\$2,097,232.00 + \$0 Cash Match)

**Scope of Work:**

**Department Recommendation:** Department recommends ratification of the August 2021 Grants Activity Report (GAR).



# **FULTON COUNTY FY2021 GRANTS ACTIVITY REPORT August 2021**

Presented to:  
Fulton County Board of Commissioners  
Wednesday, September 15, 2021  
Recess Meeting

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



# Exhibit 1: Board Grants Ratification Summary

## Grants Submitted and/or Awarded August 1, 2021 Through August 31, 2021

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

## EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

### Fulton County FY2021 August Grants Activity Report

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

Grant Applications Submitted and/or Awarded August 1, 2021 Through August 31, 2021 Requiring BOC Ratification						
Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status
JUSTICE AND SAFETY						
Solicitor General	Criminal Justice Coordinating Council	Victims of Crime Act (VOCA) Program	Request approval to apply and accept a repeat VOCA grant in the amount of \$310,352 to fund personnel and fringe benefits to support the Victim Witness Assistance Program of the Fulton County Solicitor General's Office. A required match in the amount of \$77,588 has been waived by the grantor. No County Cash Match.	\$ 310,352.00	\$ -	Pending
Subtotal:				\$ 310,352.00	\$ -	
HEALTH AND HUMAN SERVICES						
Behavioral Health & Developmental Disabilities	Georgia Department of Behavioral Health & Developmental Disabilities	FY2022 – Adult Mental Health and Adult Addictive Diseases Program	Request approval to accept repeat Georgia Department of Behavioral Health & Developmental Disabilities grant-in-aid funding in the amount of \$226,561 for the FY2022 – Adult Mental Health and Adult Addictive Diseases Medicaid Fee for Services Contract. The contract period is July 1, 2021 through June 30, 2022. No County Cash Match.	\$ 226,561.00	\$ -	Awarded
Behavioral Health & Developmental Disabilities	Georgia Department of Behavioral Health & Developmental Disabilities	FY2022 – Recovery Support Clubhouse	Request approval to apply and accept repeat Georgia Department of Behavioral Health & Developmental Disabilities grant-in-aid funding in the amount of \$400,000 for the FY2022 – Recovery Support Clubhouse. The contract period is October 1, 2021 through September 30, 2022. No County Cash Match.	\$ 400,000.00	\$ -	Pending
Behavioral Health & Developmental Disabilities	Georgia Department of Behavioral Health & Developmental Disabilities	FY2022 – Early Intervention Services for HIV	Request approval to accept repeat Georgia Department of Behavioral Health & Developmental Disabilities grant-in-aid funding in the amount of \$150,000 for the FY2022 – Early Intervention Services for HIV provided at the Fulton County BHDD. No County Cash Match.	\$ 150,000.00	\$ -	Awarded
Senior Services	Georgia Department of Human Services	DHS Coordinated Transportation in Region 3	Request approval to accept a repeat Georgia Department of Human Services grant in the amount of \$711,249.27 to provide DHS Coordinated Transportation in Region 3 for FY2021-2022. The contract period is July 1, 2021 - June 30, 2022. Required matching funds in the amount of \$19,651.76 are available within the Department of Senior Services Budget. County Cash Match: 19,651.76	\$ 711,249.27	\$ 19,651.76	Awarded
Subtotal:				\$ 1,487,810.27	\$ 19,651.76	
ARTS AND LIBRARIES						
Atlanta-Fulton Public Library System	Universal Service Administrative Company	E-Rate Program	Request approval for the Atlanta-Fulton Public Library System to apply and accept a repeat FY2019 USAC application for E-Rate in the amount of \$212,173.80. Funding will be used to provide Internet services to all libraries. No County Cash Match.	\$ 212,173.00	\$ -	Pending
Subtotal:				\$ 212,173.00	\$ -	
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT						
OPEN AND RESPONSIBLE GOVERNMENT						
REGIONAL LEADERSHIP						
TOTAL:				\$ 2,010,335.27	\$ 19,651.76	



## Exhibit 2: All Grants Activity

Cumulative Through August 31, 2021

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 August 31, 2021)**

*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						
<b>^All Grants</b>	<b>Prior Period Grants</b>	<b>Prior Period Funds</b>	<b>Current Period Grants: 8/1/2021-8/31/2021</b>	<b>Current Period Funds: 8/1/2021-8/31/2021</b>	<b>Cumulative Total Grants</b>	<b>Cumulative Total Funds</b>
Grants Pending^	35	\$ 77,232,566.59	3	\$ 922,525.00	38	\$ 78,155,091.59
<b>Grants Awarded</b>	<b>17</b>	<b>\$ 9,023,137.09</b>	<b>3</b>	<b>\$ 1,087,810.27</b>	<b>20</b>	<b>\$ 10,110,947.36</b>
Grants Denied**	2	\$ 2,097,232.00	-	\$ -	2	\$ 2,097,232.00
Cash Match Requested-2021	-	\$ 625,390.18	-	\$ 19,651.76	-	\$ 645,041.94
<b>Total:</b>	<b>54</b>	<b>\$ 88,978,325.86</b>	<b>6</b>	<b>\$ 2,010,335.27</b>	<b>60</b>	<b>\$ 91,008,312.89</b>

ALL GRANTS AWARDED, NEW VS. RENEWAL						
<b>All Grants Awarded</b>	<b>Prior Period Grants</b>	<b>Prior Period Funds</b>	<b>Current Period Grants: 8/1/2021-8/31/2021</b>	<b>Current Period Funds: 8/1/2021-8/31/2021</b>	<b>Cumulative Total Grants</b>	<b>Cumulative Total Funds</b>
New Grant Awards	2	\$ 3,924,000.00	0	\$ -	2	\$ 3,924,000.00
Renewal/Repeat Grant Awards	15	\$ 5,099,137.09	3	\$ 1,087,810.27	18	\$ 6,186,947.36
<b>Total:</b>	<b>17</b>	<b>\$ 9,023,137.09</b>	<b>3</b>	<b>\$ 1,087,810.27</b>	<b>20</b>	<b>\$ 10,110,947.36</b>

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA						
<b>All Grants Awarded</b>	<b>Prior Period Grants</b>	<b>Prior Period Funds</b>	<b>Current Period Grants: 8/1/2021-8/31/2021</b>	<b>Current Period Funds: 8/1/2021-8/31/2021</b>	<b>Cumulative Total Grants</b>	<b>Cumulative Total Funds</b>
Competitive Grant Awards	7	\$ 4,357,105.60	0	\$ -	7	\$ 4,357,105.60
Formula Grant Awards^^	10	\$ 4,666,031.49	3	\$ 1,087,810.27	13	\$ 5,753,841.76
<b>Total:</b>	<b>17</b>	<b>\$ 9,023,137.09</b>	<b>3</b>	<b>\$ 1,087,810.27</b>	<b>20</b>	<b>\$ 10,110,947.36</b>

^Includes 9 grants that were pending at the end of 2020 and carried forward for tracking in 2021.

^^Formula grant awards include noncompetitive grants and allocations.







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0682

**Meeting Date:** 9/15/2021

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### Department

Finance

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

No action is requested. This reporting is being provided to meet the quarterly reporting requirement for monetary transfers among budget funds per Board Resolution #09-1262.

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

Board Resolution #09-1262

### 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

This reporting is being provided to meet the quarterly reporting requirement for monetary transfers among budget funds per Board Resolution #09-1262. The General Fund had no Intra Fund Borrowings outstanding from any other County Fund as of June 30, 2021. An Intra Fund borrowing occurs when the general fund balance goes negative utilizing a positive excess cash position from another fund at the County to cover operating cash flow needs. These borrowings are then tracked daily, interest is imputed daily, and principal and interest are paid back before the close of the fiscal year.

See attached reporting of all funds that had negative cash position as of 6-30-2021 and had a borrowing position from the County's general fund.

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**Agenda Item No.:** 21-0682

**Meeting Date:** 9/15/2021

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**Scope of Work:** N/A

**Community Impact:** N/A

**Department Recommendation:** N/A

**Project Implications:** N/A

**Community Issues/Concerns:** N/A

**Department Issues/Concerns:** N/A

## INTEROFFICE MEMORANDUM



**TO:** Board of Commissioners

**THROUGH:** Dick Anderson, County Manager  
Sharon Whitmore, CFO

**FROM:** Hakeem Oshikoya, Finance Director

**DATE:** July 20, 2021

**SUBJECT:** Intra Fund Borrowings

The General Fund had no Intra Fund Borrowings outstanding with any other County Fund as of June 30, 2021. An Intra Fund Borrowing occurs when the General Fund balance goes negative, utilizing a positive excess cash position from another fund, at the County to cover operating cash flow needs.

The below represents all funds that had negative cash positions as of 06/30/2021 and had a borrowing position from the County's General Fund.

### 06-30-2021 Negative Cash Positions

Fulton County Board of Health Contractual Services #310*	(1,402,186.77)
Atl/Fulton Water Resource Comm #431*	(1,376,221.72)
Grants #461*	(1,605,413.69)
FCURA-2020 Facility Bond #534*	(495,495.25)
FCBOH-Grants #861*	(613,223.61)
Community Development Block Grants #865*	(389,247.87)
<u>Total intra-fund borrowings from General Fund &amp; other funds</u>	<u>(5,881,788.91)</u>

\*These funds are pending routine reimbursements

Hakeem Oshikoya  
Finance Director





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 21-0683

**Meeting Date:** 9/15/2021

### Department

Real Estate and Asset Management

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

Request approval of Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia and Joseph and Dorothy DePasquale for the purpose granting conditional approval to allow a portion of a wood deck to remain within the County's existing sanitary sewer easement at 170 Burford Hollow, Alpharetta, Georgia 30022.

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

Fulton County is authorized to grant an encroachment on its sewer easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article VII (Required Improvements), Section 8.5.5©, which states the following in part: No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the Director of Public Works

### 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:** Property owners at 170 Burford Hollow, Alpharetta, Georgia 30022 have requested the conditional approval of the Fulton County Board of Commissioners to allow a portion their wooden deck and stairs to remain within the County's existing sewer easement. The Department of Public works has completed an onsite assessment of the encroachment area of approximately 200 square feet and confirmed the County's sewer system will not be adversely impacted and can continue to be properly maintained if this encroachment is granted. In accordance with County Policy and the Statue of Frauds, all agreements involving the County are required to be in writing and approved by the Fulton County Board of Commissioners. The purpose of the Indemnification Agreement is to affirm the terms of Fulton County's conditional approval of the encroachment of private improvements within the County' sewer easement area at 170 Burford Hollow, Alpharetta, Georgia 30022.

**Community Impact:** The Indemnification Agreement allows Fulton County full access to maintain its sanitary sewer service line while granting the property owner the conditional approval that will allow an existing portion of a wooden deck to remain within the County's sewer easement area.

**Department Recommendation:** The Department of Real Estate and Asset Management and the Department of Public Works recommends the approval of the Indemnification Agreement to formalize the terms of Fulton County's conditional approval of the encroachment of private improvements within the County' sewer easement.

**Project Implications:** No negative impacts to the County's sanitary sewer system or access to the sanitary sewer line will result by allowing the property owner to retain a portion of their wood deck presently located within the County's sewer easement

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

After recording return to:  
Michael Graham, Land Administrator  
Fulton County Land Division  
141 Pryor Street, SW, Suite 8021

Atlanta, GA 30303

Cross Reference

Deed/Plat Book 60158, Page 347

Deed Book 6467, Page 426

**INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT**

THIS AGREEMENT, made this 28 day of June, 2020, between Joseph + Dorothy DePasquale as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor (hereinafter, as "Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, "the County").

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1.

Owner warrants that he is the full and true owner and has clear title to that certain property known as 170 Burford Hollow Alpharetta (enter address), and as more fully described in that certain conveyance recorded in Deed Book 60158, Page 347 of Fulton County, Georgia records, on which Owner desires to install certain private improvements (the "Private Improvements") as more fully described in Exhibit "A", attached hereto and incorporated herein by reference

2.

Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one) 6467, Page 426 of Fulton County, Georgia records, and hereby grants Owner, a License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility private improvements as same are more fully described in Exhibit "A".

3.

With respect to this License, Owner shall install and construct the Private Improvements in a good and workmanlike manner and in compliance with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management

Standard Sewer Indemnification Agreement 10.2020

Page | 1

practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.

4.

This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County.



5.

Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at his sole costs and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.

6.

Fulton County personnel and /or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements.

7.

Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.

8.

Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice \_\_\_\_\_ to Owner, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's property and is granted a right of entry by Owner on the other portions of Owner's property to effectuate the repair, if necessary.

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused in whole or in part by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement.

10.

Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11.

The License conveyed to Owner by this Agreement shall be binding upon Owner, his assigns, affiliates, and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12.

The License conveyed to Owner by this Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13.

All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County  
Director of Public Works  
141 Pryor Street, SW, 6Th. Floor  
Atlanta, GA. 30303

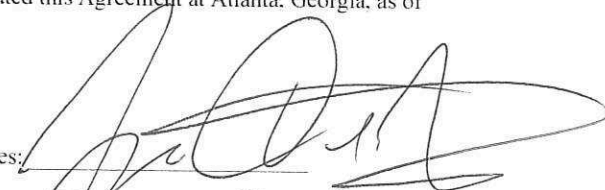

with a copy to: County Attorney  
Office of the County Attorney  
141 Pryor Street, SW, Suite 4038  
Atlanta, GA. 30303

OWNER: Joseph DePasquale + Dorothy DePasquale

RE Land Lot(s) \_\_\_\_\_, District \_\_\_\_\_

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

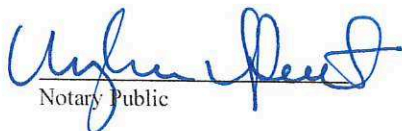
Owner: Joseph DePasquale + Dorothy DePasquale

the presence of:

Address: 170 Burford Hollow Alpharetta GA  
30022

Todd Wotiz Alpharetta, Georgia.

Unofficial Witness

  
Notary Public

My Commission Expires: 3/7/23 (Authorized Party to Bind Said Entity)

(NOTARY SEAL)

(NOTARY STAMP)

Attest:

FULTON COUNTY, GEORGIA



Reserved for Clerk of Superior Court

## REFERENCE MATERIAL

1. WARRANTY DEED IN FAVOR OF  
WAYNE KARAS AND MINERVA FUENTES KARAS  
DEED BOOK 45841 PAGE 583-584  
FULTON COUNTY, GEORGIA RECORDS

## FLOOD NOTE

THIS PROPERTY IS NOT LOCATED IN A FEDERAL FLOOD AREA  
AS INDICATED BY F.I.R.M. OFFICIAL FLOOD HAZARD MAPS.

## SURVEY NOTES

1. STORM SEWER, SANITARY SEWER AND OTHER BURIED UTILITIES  
MAY HAVE BEEN PAVED OR COVERED OVER. THE LOCATION OF  
UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON  
ABOVE GROUND STRUCTURES. UNDERGROUND UTILITIES MAY  
VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED  
UTILITIES MAY BE ENCOUNTERED. PLEASE CALL ALL LOCAL  
UTILITY PROVIDERS AND OR 811 FOR FURTHER INFORMATION.



Know what's below.  
Call before you dig.

2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT  
SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES,  
RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY  
OTHER FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.
3. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE  
PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES  
NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY  
WITHOUT THE EXPRESS RECERTIFICATION OF THE SURVEYOR  
NAMING SUCH PERSON, PERSONS OR ENTITY.
4. THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS GATHERED  
BY AN OPEN TRANSVERSE AND HAS A CALCULATED POSITIONAL  
TOLERANCE OF 0.03 FEET. THIS PLAT HAS BEEN CALCULATED FOR  
CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN  
251,833 FEET. A GEOMAX ZOOM 90 SERIES ROBOTIC TOTAL  
STATION WITH CARLSON SURVEY 2 DATA COLLECTOR WERE USED IN  
THE COLLECTION OF FIELD DATA.
5. BASIS OF BEARINGS: PB 225 PG 3-7
6. THIS PROPERTY IS SUBJECT TO CURRENT ZONING  
REGULATIONS AND RESTRICTIONS.
7. ALL REBARS SET ARE 1/2" REBARS UNLESS OTHERWISE NOTED.
8. THE EXISTENCE, SIZE, AND LOCATION OF IMPERVIOUS BUFFERS  
ARE SUBJECT TO FINAL DETERMINATION BY THE LOCAL ISSUING  
AUTHORITY, CITY, OR COUNTY.
9. THE FLOOD INFORMATION ON THIS PLAT HAS BEEN DETERMINED  
AFTER REVIEW OF MAPS WHICH ONLY APPROXIMATE THE  
LOCATION OF THE APPLICABLE FLOOD HAZARD AREA. FOR  
MORE ACCURATE INFORMATION, A SECOND OPINION OF THE  
APPLICABLE FLOOD HAZARD AREA IS RECOMMENDED. FOR  
FURTHER INFORMATION CONTACT THE LOCAL DRAINAGE  
DEPARTMENT, CORPS OF ENGINEERS, AN INSURANCE COMPANY  
OR APPRAISER.

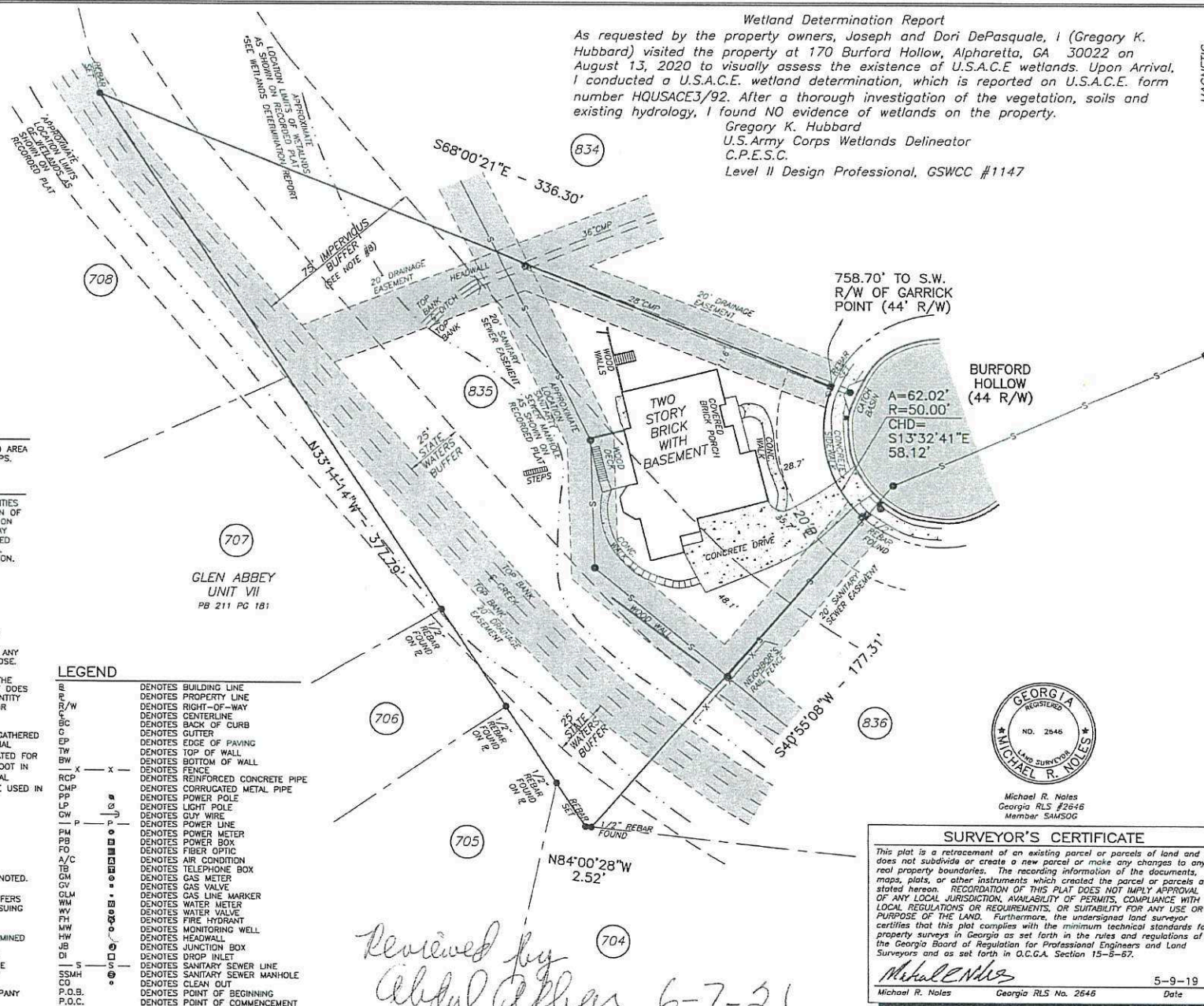
## LEGEND

B	DENOTES BUILDING LINE
R	DENOTES PROPERTY LINE
R/W	DENOTES RIGHT-OF-WAY
C	DENOTES CENTERLINE
BC	DENOTES BACK OF CURB
CP	DENOTES CUTTER
EP	DENOTES EDGE OF PAVING
BW	DENOTES TOP OF WALL
X	DENOTES BOTTOM OF WALL
RCP	DENOTES REINFORCED CONCRETE PIPE
CMP	DENOTES CORRUGATED METAL PIPE
PP	DENOTES POWER POLE
LP	DENOTES LIGHT POLE
GW	DENOTES GUY WIRE
P	DENOTES POWER LINE
PM	DENOTES POWER METER
PB	DENOTES POWER BOX
FO	DENOTES FIBER OPTIC
A/C	DENOTES AIR CONDITION
TB	DENOTES TELEPHONE BOX
GM	DENOTES GAS METER
GV	DENOTES GAS VALVE
WM	DENOTES WATER METER
WV	DENOTES WATER VALVE
PH	DENOTES FIRE HYDRANT
HW	DENOTES MONITORING WELL
JB	DENOTES HEADWALL
JB	DENOTES JUNCTION BOX
DI	DENOTES DRAIN INLET
S	DENOTES SANITARY SEWER LINE
SSMH	DENOTES SANITARY SEWER MANHOLE
CO	DENOTES CLEAN OUT
P.O.B.	DENOTES POINT OF BEGINNING
P.O.C.	DENOTES POINT OF COMMENCEMENT

## Wetland Determination Report

As requested by the property owners, Joseph and Dori DePasquale, I (Gregory K. Hubbard) visited the property at 170 Burford Hollow, Alpharetta, GA 30022 on August 13, 2020 to visually assess the existence of U.S.A.C.E. wetlands. Upon Arrival, I conducted a U.S.A.C.E. wetland determination, which is reported on U.S.A.C.E. form number HQUACE3/92. After a thorough investigation of the vegetation, soils and existing hydrology, I found NO evidence of wetlands on the property.

Gregory K. Hubbard  
U.S. Army Corps Wetlands Delineator  
C.P.E.S.C.  
Level II Design Professional, GSWCC #1147

MAGNETIC  
N

Michael R. Niles  
Georgia RLS #2546  
Member SANSOG

## SURVEYOR'S CERTIFICATE

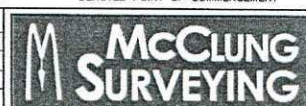
This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Regulation for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-9-67.

Michael R. Niles

Georgia RLS No. 2546

5-9-19  
Date

NO.	REVISIONS	DATE
1.	ADDED WETLAND DETERMINATION REPORT INFORMATION	11-3-2020



McClung Surveying Services, Inc.  
4833 South Cobb Drive Suite 200  
Smyrna, Georgia 30080 (770) 434-3383  
www.mcclungsurveying.com Certificate of Authorization #LSF000752

SURVEY FOR  
JOSEPH DEPASQUALE  
DORI DEPASQUALE

170 BUFORD HOLLOW  
ALPHARETTA, GEORGIA

TOTAL AREA= 0.926± ACRES  
OR 40,349± SQ. FT.

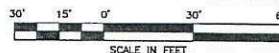
LOT 835  
GLEN ABBEY  
UNIT VIII

LAND LOT 42  
1ST DISTRICT 1ST SECTION  
FULTON COUNTY  
GEORGIA

PLAT PREPARED: 5-9-19  
FIELD: 5-6-19 SCALE: 1"=30'

JOB#250306

PB 225  
PG 3-7  
C&B-A



SCALE IN FEET

Reviewed by  
Abdul Alkhan 6-7-21





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0684

**Meeting Date:** 9/15/2021

---

### Department

Community Development

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

Request approval to amend the Emergency Solutions Grant contracts with (a) Travelers Aid of Metropolitan Atlanta; (b) Hope thru Soap; (b) City of East Point; (c) 24/7 Gateway, LLC (Gateway Center); (d) Latin American Association, and (e) Chris 180, to extend the contract end dates from September 30, 2021, to December 31, 2021; and Gateway from September 30, 2021, to July 31, 2022, to allow the organizations additional time to provide homeless and COVID-19 related services to the Fulton County Constituents. The County Attorney is authorized to approve the contracts as to form and make changes thereto prior to execution.

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

Official Code of Georgia 36-10-1 states that all contracts entered into by Fulton County with other partners or persons on behalf of the County shall be in writing and entered on the Board of Commissioners meeting minutes.

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

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

### Summary & Background

Fulton County received HUD notices on April 2, 2020, and June 9, 2020, informing the County of Emergency

Solutions Grants (ESG) Program COVID-19 awards of \$574,624 and \$1,955,244, respectively. The grant funds were authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136. The ESG COVID-19 funds are used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) for Fulton County's low to moderate-income citizens.

The ESG COVID-19 program assists people to quickly regain stability in permanent housing after experiencing a housing crisis and or homelessness. The funds are used for street outreach, emergency shelter, homelessness prevention, rapid rehousing assistance, Homeless Management Information System (HMIS), and administrative Fulton County.

The original contracts were approved on August 19, 2020 (#20-0577) and at the November 4, 2020 (#20-0778) Board of Commissioners meetings, respectively. And, Amendment No. 1 for the Hope Thru Soap approved on July 14, 2021, (#21-0506).

**Scope of Work:** Amend Emergency Solutions COVID-19 ESG Subrecipient Contract Periods

The extension of the ESG CV contracts will allow the vendors an opportunity to provide additional services to the Fulton County Constituents.

**Community Impact:** Emergency Solutions Grant (ESG) funding will help the County provide additional homeless and homelessness prevention services for low and moderate-income citizens.

**Department Recommendation:** The approval of the requested action will help the Subrecipients provide needed homeless COVID-19 and related services.

**Project Implications:** Approval of the contract amendments will increase the Department of Community Development's ability to provide COVID-19 services to Fulton County citizens who reside outside of Atlanta.

**Community Issues/Concerns:** There were not community concerns identified.

**Department Issues/Concerns:** None

**AMENDMENT NO. 1 TO SUBRECIPIENT AGREEMENT**

Subrecipient: **Travelers Aid of Metropolitan Atlanta dba Hope Atlanta**

Address: **34 Peachtree St., NW**

City, State **Atlanta, GA 30303**

Telephone: **(404) 817-7070**

Facsimile or:  
E-mail address **[jsmythe@hopeatlanta.org](mailto:jsmythe@hopeatlanta.org)**

Contact: **Jeff Smythe, Chief Executive Officer**

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

WHEREAS, Fulton County ("County") entered into a subrecipient Agreement ("Agreement") with Travelers Aid of Metropolitan Atlanta dba Hope Atlanta ("Subrecipient") to provide Homeless Emergency Assistance and Rapid Transition to Housing maintenance services; and

WHEREAS, the Agreement was approved by the Fulton County Board of Commissioners ("BOC") on August 19, 2020 Agenda Item #20-0577 (CV-1) and November 4, 2020, Agenda Item #20-0778 (CV-2) respectively; and

WHEREAS, Subrecipient will be responsible for providing (list activity) as outlined in 'Attachment A: Statement of Work'; and

WHEREAS, Subrecipient will complete the activities outlined in the statement of work for an amount not to exceed \$88,790 (Eighty Eight Seven Hundred Ninety dollars); and

WHEREAS, Amendment No, 2 will extend the grant term for the Emergency Solutions CARES Act grant funding term from October 1, 2020 through September 30, 2021 to October 1, 2020 December 31, 2021.

WHEREAS, this Amendment no. 1 was approved by the Fulton County Board of Commissioners on **September 15, 2021**, Agenda Item **21-xxxx**.

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

This Amendment No. 1 to the Agreement is effective as of the \_\_\_\_ day of September, 2021, between the County and the Subrecipient who agree that all services specified will be performed by in accordance with this Amendment No. 1 to the Agreement.

1. **STATEMENT OF WORK:** Services under this Agreement will be completed in accordance with the attached 'Amended Attachment A: Statement of Work' and will replace the Attachment A attached to the Agreement.
2. **COMPENSATION:** Subrecipient shall receive a total compensation under the Agreement in an amount not to exceed \$88,790 (Eighty Eight Seven Hundred Ninety Dollars).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 to the Agreement shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chairman, attested to by the Clerk to the Commission and delivered to Subrecipient.
4. **EFFECT OF AMENDMENT NO. 1 TO THE AGREEMENT:** Except as modified by this Amendment No. 1, the Agreement and attachments remain in full force and effect.
5. **ELECTRONIC SIGNATURES:** Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures.



**IN WITNESS THEREOF**, the Parties hereto have caused this Amendment 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.

COUNTY:

SUBRECIPIENT:

**FULTON COUNTY, GEORGIA**

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

\_\_\_\_\_  
Jeff Smythe, Chief Executive Officer  
Travelers Aid of Metropolitan Atlanta  
dba Hope Atlanta

ATTEST:

ATTEST:

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

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

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

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

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

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
Stanley Wilson  
Director of Community Development

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

(Affix Notary Seal)

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

## **Fulton County Emergency Solutions CV Grant Program AMENDMENT 1 ATTACHMENT A: Statement of Work**

---

Provide a succinct description of your activities to be delivered that will be reimbursed with Fulton County ESG CV funds. Please include specific details related to the following.

- A. Goal
- B. Target Population
- C. Number of Beneficiaries

*Do not include information on other activities not funded with ESG CV.*

---

### **Goal**

HOPE Atlanta will utilize the funding award from Fulton County in the amount of \$88,790 to implement our COVID Response to address the spike in requests for assistance during the period since the COVID-19 Pandemic began. The expanded program will leverage Fulton County funds with existing grant funds to provide case management, emergency shelter (hotel/motel vouchers) and homelessness prevention (short-term rental assistance), to 12 households (36 individuals) that are homeless or at risk of homelessness in Fulton County as a result of the COVID-19 Pandemic Crisis. Our COVID Response Program will offer a broad continuum of services to participants through the following activities that will enable individuals to move past personal, financial, and housing crises to become self-sufficient and stably housed

Case Management (12 households) - To ensure each client is successful in their efforts to achieve long-term self-sufficiency and maintain stable housing, the case manager will maintain contact with each client, through office visits or phone calls, to ensure the client continues to receive access to supportive services. Case management will be an ongoing process, but at a minimum, all clients will receive follow-up case management contacts at 30-day intervals to assess their progress and ensure they maintain housing stability. All case management notes, intakes, assessments, client contacts, referrals, financial assistance, progress towards Individual Service Plan goals, and follow-up contact will be documented in both paper files and in the ClientTrack HMIS database.

Emergency Lodging (10 households, 20 individuals) - Short-term emergency housing assistance that provides hotel/motel vouchers for up to 8 weeks, at an average of \$400 per week per household, to provide homeless clients (families, couples or individuals) with emergency lodging when shelters are full or the client has special needs that make it inappropriate or difficult to place them in a shelter (e.g. some shelters will not accept families with teenage males or persons with severe disabilities). The primary purpose for providing emergency lodging assistance is to help stabilize individuals and families, who have identified and been approved for housing, in a hotel/motel situation for up to 8 weeks while they wait to move into their unit;

Eviction Prevention & Housing Relocation and Stabilization Services (2 households, 4 individuals) - Financial assistance is provided to either offset past due rent for up to three (3) months or relocate clients to a more affordable unit by providing assistance with application fees, security deposits and/or first month's rent. Financial assistance is provided at an average \$1,000 per month per household at-risk of becoming homeless. Assistance is provided to clients that would normally have the financial means to support themselves; however, due to a short-term financial crisis, they have exhausted all other available financial resources and would become homeless without assistance from HPRP; financial assistance is provided for clients that have received

eviction notices to avoid the loss of housing. Program services include case management, advocacy, and referrals focused on helping clients stabilize and improve their economic situations. To receive assistance, clients must be able to show that there is a reasonable prospect they can resume and maintain payments within a short period of time or that with relocation and stabilization services, they will be able to sustain their housing.

All payments will be approved and provided with Environmental Reviews. All data and payments will be logged into Client Track. Hope Atlanta will submit monthly reports and reimbursement requests no later than the 15<sup>th</sup> of the following month in which services have been provided. (I.e. Services are provided from May 1 – 31, 2020. Invoices should be submitted by the 15<sup>th</sup> of the month for processing).

### **Target Population**

This program will provide case management, emergency shelter (hotel/motel vouchers) and homelessness prevention (short-term rental assistance), to 12 households (24 individuals) that are homeless or at risk of homelessness in Fulton County as a result of the COVID-19 Pandemic Crisis.

### **Number of Beneficiaries**

The projected number of beneficiaries assisted with ESG CV-1 funds will be 12 households (24 individuals).

## Fulton County Emergency Solutions CV Grant Program AMENDMENT 1 ATTACHMENT A: Statement of Work

### BUDGET BREAKDOWN:

Attach the service-operating budget for the service to be delivered over the 15-month Agreement period (October 1, 2020 – December 31, 2021) with the County that applies to the service to be delivered as submitted in your 2020 ESG CV-1 application.

**Please note: It is important to be specific and detailed in your description of the service-operating budget to be funded with ESG CV including a reimbursement schedule acknowledging draw-downs of ESG CV funds for this activity. Do not include information on other activities not funded with ESG CV. Cost Reimbursement budgets shall not include expenses that do not pertain to the project operation for example: marketing, food, apparel, or transportation. All requested reimbursements shall include legible supporting authentic invoices and or receipts.**

### COST REIMBURSEMENT BUDGET

Item	Activity	Secondary Activity Category (see Appendix A)	Total Activity Cost
	Shelter	1. Essential Services: _____	\$79,716
		2. Operations: _____	
	Homeless Prevention	Housing Relocation & Stabilization Financial Assistance: \$ _____	\$7,074
		1. Housing Relocation & Stabilization Financial Services: \$ _____	
		2. Rental Assistance: _____	
	Rapid Rehousing	1. Housing Relocation & Stabilization Financial Assistance: _____	
		1. Housing Relocation & Stabilization Financial Services: _____	
		2. Rental Assistance: _____	
	Outreach	1. Essential Services: _____	\$
	Admin	Admin _____	\$2,000
<b>Total Cost Reimbursement Budget</b>			<b>\$88,790.00</b>

## AMENDMENT 1 ATTACHMENT C: Monthly Performance Report

Subrecipient Name: \_\_\_\_\_

ESGCV Activity: \_\_\_\_\_

\*Do not duplicate clients/participants/beneficiaries data. All clients/participants/beneficiaries are to be reported as New only during the first quarter in which they receive service. They are to be reported only one time during the contract year (October 1, 2020 – December 31, 2021).

*Note: Acceptable performance reports will include HMIS supporting data. Accepted reports will be those that include HMIS reports.*

### 1. BENEFICIARY DEMOGRAPHICS

Age Group	Monthly Report	YEAR TO DATE	
	# Served	# Served	% of Total
Under 18			
18 – 24			
25 and over			
Don't know/Refused			
Missing Information			
<b>Total</b>			
<b>Veteran Status</b>			
No			
Yes			
<b>Total</b>			
<b>Ethnicity</b>			
Black or African American			
White			
Asian			
Other Race or Other Multi-Race			
<b>Total</b>			
Hispanic			
Not Hispanic			
<b>Total</b>			
<b>Gender</b>			
Male			
Female			
Transgendered			
Unknown			
<b>Total</b>			

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused	
Missing Information	
<b>Total</b>	

**Special Population Served**

Subpopulation	Total Shelter	Total Prevention	Total RRH	Total Outreach	Total
Veterans					
Victims of Domestic Violence					
Elderly (62 & Older)					
HIV/AIDS					
Chronically Homeless					
Persons with Disabilities:					
Severely Mentally Ill					
Chronic Substance Abuse					
Other Disability					
Total Unduplicated					
<b>Shelter Utilization</b>					<b>Total</b>
Number of Beds – Conversion (Enter the number of beds created as a result of conversion of a building to a shelter)					
Number of beds-nights available (Enter the number of beds available in a year including all beds whether or not ESG funded)					
Number of bed-nights provided (Enter the number of beds that were filled each night – include all beds, whether or not ESG funded)					
<b>ESG Expenditures for Homeless Prevention</b>					<b>Total</b>
Expenditures for Rental Assistance					
Expenditures for Utility Assistance					
Expenditures for Housing Relocation & Stabilization Services-Financial					
Expenditures for Housing Relocation & Stabilization Services-Services					
<b>Subtotal Homeless Prevention</b>					
<b>ESG Expenditures for Rapid Re-housing</b>					<b>Total</b>
Expenditures for Rental Assistance					
Expenditures for Utility Assistance					
Expenditures for Housing Relocation & Stabilization Services-Financial					
Expenditures for Housing Relocation & Stabilization Services-Services					
<b>Subtotal Rapid Re-housing</b>					
<b>ESG Expenditures for Emergency Shelter</b>					<b>Total</b>
Essential Services					
Operations					
<b>Subtotal Emergency Shelter</b>					
<b>ESG Expenditures for Outreach</b>					<b>Total</b>
Essential Services					
<b>Subtotal Outreach</b>					
<b>Total ESG Grant Funds</b>					<b>Total</b>
Total ESG Funds Expended					

## **AMENDMENT NO. 1 TO SUBRECIPIENT AGREEMENT**

Subrecipient: **24/7 Gateway, LLC**  
Address: **275 Pryor Street**  
City, State **Atlanta, GA 30303**  
Telephone: **(404) 215-6600**  
Facsimile or:  
E-mail address **[rholloway@gatewayctr.org](mailto:rholloway@gatewayctr.org)**  
  
Contact: **Raphael Holloway**

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

WHEREAS, Fulton County ("County") entered into a subrecipient Agreement ("Agreement") with 24/7 Gateway, LLC ("Subrecipient") to provide Homeless Emergency Assistance and Rapid Transition to Housing maintenance services; and

WHEREAS, the Agreement was approved by the Fulton County Board of Commissioners ("BOC") on August 19, 2020 Agenda Item #20-0577 (CV-1) and November 4, 2020, Agenda Item #20-0778 (CV-2) respectively; and

WHEREAS, Subrecipient will be responsible for providing (list activity) as outlined in 'Attachment A: Statement of Work'; and

1. WHEREAS, Subrecipient will complete the activities outlined in the statement of work for an amount not to exceed \$302,000 (Three Hundred Two Thousand Dollars); and

WHEREAS, Amendment No, 1 will extend the grant term for the Emergency Solutions CARES Act grant funding term from October 1, 2020 through September 30, 2021 to October 1, 2020 through July 31, 2022.

WHEREAS, this Amendment no. 1 was approved by the Fulton County Board of Commissioners on **September 15, 2021**, Agenda Item **21-xxxx**.

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

This Amendment No. 1 to the Agreement is effective as of the \_\_\_\_ day of September, 2021, between the County and the Subrecipient who agree that all services specified will be performed by in accordance with this Amendment No. 1 to the Agreement.

2. **STATEMENT OF WORK:** Services under this Agreement will be completed in accordance with the attached 'Amended Attachment A: Statement of Work' and will replace the Attachment A attached to the Agreement.
3. **COMPENSATION:** Subrecipient shall receive a total compensation under the Agreement in an amount not to exceed \$302,000 (Three Hundred Two Thousand Dollars).
4. **LIABILITY OF COUNTY:** This Amendment No. 1 to the Agreement shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chairman, attested to by the Clerk to the Commission and delivered to Subrecipient.
5. **EFFECT OF AMENDMENT NO. 1 TO THE AGREEMENT:** Except as modified by this Amendment No. 1, the Agreement and attachments remain in full force and effect.
6. **ELECTRONIC SIGNATURES:** Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures.



**IN WITNESS THEREOF**, the Parties hereto have caused this Amendment 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.

COUNTY:

SUBRECIPIENT:

**FULTON COUNTY, GEORGIA**

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

\_\_\_\_\_  
Raphael Holloway, Chief Executive Officer  
24/7 Gateway, LLC

ATTEST:

ATTEST:

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

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

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

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

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

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
Stanley Wilson  
Director of Community Development

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

(Affix Notary Seal)

ITEM#: \_\_\_\_\_ RCS: \_\_\_\_\_  
**RECESS MEETING**

ITEM#: \_\_\_\_\_ RM: \_\_\_\_\_  
**REGULAR MEETING**

## **Fulton County Emergency Solutions CV Grant Program AMENDMENT 1 ATTACHMENT A: Statement of Work**

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Provide a succinct description of your activities to be delivered that will be reimbursed with Fulton County ESG CV funds. Please include specific details related to the following.

- A. Goal
- B. Target Population
- C. Number of Beneficiaries

*Do not include information on other activities not funded with ESG CV.*

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Emergency Shelter – Assisting clients in securing housing/employment.

Homeless Prevention – provide one-time rental assistance for 17 people at a max rate of \$5000.

Rapid Rehousing – provide up to 3 month's rental assistance for 40 people annually at a max rate of \$1200 per month.

### **Target Population**

Emergency Shelter – will serve individuals experiencing homelessness in North and South Fulton County.

Homeless Prevention – will serve individuals in North and South Fulton with a 50% Area Median Income who need rental assistance to maintain their current residence.

Rapid Rehousing – will serve individuals experiencing homelessness in North and South Fulton with a 50% Area Median Income.

### **Number of Beneficiaries**

Emergency Shelter – 500

Homeless Prevention – 17

Rapid Rehousing – 40

## Fulton County Emergency Solutions CV Grant Program AMENDMENT 1 ATTACHMENT A: Statement of Work

### BUDGET BREAKDOWN:

Attach the service-operating budget for the service to be delivered over the 15-month Agreement period (October 1, 2020 – July 31, 2022) with the County that applies to the service to be delivered as submitted in your 2020 ESG CV-1 application.

**Please note: It is important to be specific and detailed in your description of the service-operating budget to be funded with ESG CV including a reimbursement schedule acknowledging draw-downs of ESG CV funds for this activity. Do not include information on other activities not funded with ESG CV. Cost Reimbursement budgets shall not include expenses that do not pertain to the project operation for example: marketing, food, apparel, or transportation. All requested reimbursements shall include legible supporting authentic invoices and or receipts.**

### COST REIMBURSEMENT BUDGET

Item	Activity	Secondary Activity Category (see Appendix A)	Total Activity Cost
	Shelter	1. Essential Services: _____	\$54,615.58
		2. Operations: _____	
	Homeless Prevention	Housing Relocation & Stabilization Financial Assistance: \$ _____	\$83,800.11
		1. Housing Relocation & Stabilization Financial Services: \$ _____	
		2. Rental Assistance: _____	
	Rapid Rehousing	1. Housing Relocation & Stabilization Financial Assistance: _____	\$161,584.31
		1. Housing Relocation & Stabilization Financial Services: _____	
		2. Rental Assistance: _____	
	Outreach	1. Essential Services: _____	\$
	Admin	Admin _____	\$2,000
<b>Total Cost Reimbursement Budget</b>			<b>\$302,000</b>

## AMENDMENT 1 ATTACHMENT C: Monthly Performance Report

Subrecipient Name: \_\_\_\_\_

ESGCV Activity: \_\_\_\_\_

\*Do not duplicate clients/participants/beneficiaries data. All clients/participants/beneficiaries are to be reported as New only during the first quarter in which they receive service. They are to be reported only one time during the contract year (October 1, 2020 – July 31, 2022).

*Note: Acceptable performance reports will include HMIS supporting data. Accepted reports will be those that include HMIS reports.*

### 1. BENEFICIARY DEMOGRAPHICS

Age Group	Monthly Report	YEAR TO DATE	
	# Served	# Served	% of Total
Under 18			
18 – 24			
25 and over			
Don't know/Refused			
Missing Information			
<b>Total</b>			
<b>Veteran Status</b>			
No			
Yes			
<b>Total</b>			
<b>Ethnicity</b>			
Black or African American			
White			
Asian			
Other Race or Other Multi-Race			
<b>Total</b>			
Hispanic			
Not Hispanic			
<b>Total</b>			
<b>Gender</b>			
Male			
Female			
Transgendered			
Unknown			
<b>Total</b>			

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused	
Missing Information	
<b>Total</b>	

**Special Population Served**

Subpopulation	Total Shelter	Total Prevention	Total RRH	Total Outreach	Total
Veterans					
Victims of Domestic Violence					
Elderly (62 & Older)					
HIV/AIDS					
Chronically Homeless					
Persons with Disabilities:					
Severely Mentally Ill					
Chronic Substance Abuse					
Other Disability					
Total Unduplicated					
<b>Shelter Utilization</b>					<b>Total</b>
Number of Beds – Conversion (Enter the number of beds created as a result of conversion of a building to a shelter)					
Number of beds-nights available (Enter the number of beds available in a year including all beds whether or not ESG funded)					
Number of bed-nights provided (Enter the number of beds that were filled each night – include all beds, whether or not ESG funded)					
<b>ESG Expenditures for Homeless Prevention</b>					<b>Total</b>
Expenditures for Rental Assistance					
Expenditures for Utility Assistance					
Expenditures for Housing Relocation & Stabilization Services-Financial					
Expenditures for Housing Relocation & Stabilization Services-Services					
<b>Subtotal Homeless Prevention</b>					
<b>ESG Expenditures for Rapid Re-housing</b>					<b>Total</b>
Expenditures for Rental Assistance					
Expenditures for Utility Assistance					
Expenditures for Housing Relocation & Stabilization Services-Financial					
Expenditures for Housing Relocation & Stabilization Services-Services					
<b>Subtotal Rapid Re-housing</b>					
<b>ESG Expenditures for Emergency Shelter</b>					<b>Total</b>
Essential Services					
Operations					
<b>Subtotal Emergency Shelter</b>					
<b>ESG Expenditures for Outreach</b>					<b>Total</b>
Essential Services					
<b>Subtotal Outreach</b>					
<b>Total ESG Grant Funds</b>					<b>Total</b>
Total ESG Funds Expended					

**AMENDMENT NO. 1 TO SUBRECIPIENT AGREEMENT**

Subrecipient: **Chris 180**

Address: **1030 Fayetteville Rd., SE**

City, State **Atlanta, GA 30316**

Telephone: (770) 823-2858

Facsimile or:  
E-mail address [cindy.simpson@chris180.org](mailto:cindy.simpson@chris180.org)

Contact: **Cindy Simpson**

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

WHEREAS, Fulton County ("County") entered into a subrecipient Agreement ("Agreement") with City of East Point ("Subrecipient") to provide Homeless Emergency Assistance and Rapid Transition to Housing maintenance services; and

WHEREAS, the Agreement was approved by the Fulton County Board of Commissioners ("BOC") on August 19, 2020 Agenda Item #20-0577 (CV-1) and November 4, 2020, Agenda Item #20-0778 (CV-2) respectively; and

WHEREAS, Subrecipient will be responsible for providing (list activity) as outlined in 'Attachment A: Statement of Work'; and

1. WHEREAS, Subrecipient will complete the activities outlined in the statement of work for an amount not to exceed \$152,000 (One Hundred Fifty Two Thousand Dollars); and

WHEREAS, Amendment No, 2 will extend the grant term for the Emergency Solutions CARES Act grant funding term from October 1, 2020 through September 30, 2021 to October 1, 2020 December 31, 2021.

WHEREAS, this Amendment no. 1 was approved by the Fulton County Board of Commissioners on **September 15, 2021**, Agenda Item **21-xxxx**.

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

This Amendment No. 1 to the Agreement is effective as of the \_\_\_\_ day of September, 2021, between the County and the Subrecipient who agree that all services specified will be performed by in accordance with this Amendment No. 1 to the Agreement.

2.     **STATEMENT OF WORK:** Services under this Agreement will be completed in accordance with the attached 'Amended Attachment A: Statement of Work' and will replace the Attachment A attached to the Agreement.
3.     **COMPENSATION:** Subrecipient shall receive a total compensation under the Agreement in an amount not to exceed \$152,000 (One Hundred Fifty Two Thousand Dollars).
4.     **LIABILITY OF COUNTY:** This Amendment No. 1 to the Agreement shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chairman, attested to by the Clerk to the Commission and delivered to Subrecipient.
5.     **EFFECT OF AMENDMENT NO. 1 TO THE AGREEMENT:** Except as modified by this Amendment No. 1, the Agreement and attachments remain in full force and effect.
6.     **ELECTRONIC SIGNATURES:** Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures.

**IN WITNESS THEREOF**, the Parties hereto have caused this Amendment 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.

COUNTY:

SUBRECIPIENT:

**FULTON COUNTY, GEORGIA**

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

\_\_\_\_\_  
Cindy Simpson, Chief Operating Officer  
Chris 180

ATTEST:

ATTEST:

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

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

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

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

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

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
Stanley Wilson  
Director of Community Development

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

(Affix Notary Seal)

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



## **Fulton County Emergency Solutions CV Grant Program AMENDMENT 1 ATTACHMENT A: Statement of Work**

---

Provide a succinct description of your activities to be delivered that will be reimbursed with Fulton County ESG CV funds. Please include specific details related to the following.

- A. Goal
- B. Target Population
- C. Number of Beneficiaries

*Do not include information on other activities not funded with ESG CV.*

---

### **Goal**

CHRIS 180's proposed program will address the need for housing and supportive services (as defined by the HEARTH Act) for residents of Fulton County whom have been impacted by COVID-19 via a loss of health, employment, childcare, housing/ at risk of entering homelessness and the lack of access to housing prevention services. The desired impact of this program is to provide the resources necessary to transition from a life of instability to one of self-sufficiency. CHRIS 180 has almost two decades of experience serving the specialized needs of the homeless and chronically homeless population. CHRIS 180 has over 30 years' experience providing programming and housing to metro Atlanta's homeless and runaway youth and young adults and families.

The goal is to serve 50 individuals and their dependents through two housing intervention; rapid rehousing and homelessness prevention, paired with supportive services of case management and mental /medical care resources to end their experience or provide less harm to the elements of homelessness and it would help to prevent the spread of COVID-19. The focus of this project is to serve (15) residents to offer provide financial support for up to 90 days to prevent homelessness. Under rapid rehousing prevention to serve (25) individuals, offering utility assistance for a back owed bill for rent and utility to recover from COVID-19 and gain physical, emotional and financial stability;

- 15 Individuals and their families would receive housing prevention support for up to 90 days. This homeless prevention to avoid enter homelessness and provide financial support for back owed rental obligation to remain housed.
- 25 Individuals and their children would receive rental to pay their back owed rent for up to 3 months but no more than \$3,000 to prevent homelessness during COVID-19. 25 Individuals and their families would receive payment assistances back owed utility bill in the amount up to \$1000. Utility assistance is key to maintain housing. In many apartment communities if a client has paid the rent but not the utilities' then this is a lease violation and the client could be facing eviction as a result.

### **Services Activities and Accomplishments**

1. Provide graduated short- and medium-term emergency assistance to rapidly obtain housing. CHRIS 180 will provide emergency assistance that varies in duration depending on the client's needs. Individualized case plans and treatment plans range from maximum financial and case management support to decreasing supports based on the clients achieving their employment, life skills, financial management and health goals. The timeline and intensity of supports is dependent on the goal achievement of the client.

2. Accept referrals from partners and the larger community. CHRIS 180 has existing partners who will provide referrals to the program. Staff will also work to build community awareness of the program and recruit additional referral sources.

3. Conduct outreach in target geographic areas to increase awareness of the program among homeless and homeless service providers. CHRIS 180 will conduct outreach and visibility efforts to increase awareness of the proposed program. Marketing of the program to promote referrals will be conducted through partnership with community organizations, homeless, mental health, and social service agencies. CHRIS 180 outreach efforts will include (1) eblasts, (2) notice on the CHRIS 180 web page, (3) individual contact with agency representatives, (4) participation in homeless events such as the PIT homeless count, CoC meetings, United Way meetings on youth homelessness, state meetings with the Georgia Department of Family and Children Services, and the Georgia Department of Behavioral Health and Developmental Disabilities, and (5) local community involvement and community service projects.

4. Recruit landlords willing to provide housing to increase housing inventory. CHRIS 180 will recruit a pool of landlords willing to provide housing, address potential barriers to landlord participation, and ensure 100% of housing meets HUD standards and Fair Market Rent. Current housing partners are Quest Community Development, Atlanta Housing Authority, Open Doors, and Westside Future Funds.

5. Assist all participants in removing barriers to housing. The Housing Stability Case Manager will assist all participants in removing barriers to housing, secure appropriate rental housing, and help participants negotiate equitable lease agreements. This will address the “All People are Self-Sufficient” objective of Housing: residents have better access to affordable housing.

6. Provide evidence-based trauma-informed therapy. For participants linked to CHRIS 180 therapy services, individual, group, and family therapy, along with a parent education/support group and substance abuse counseling will be provided to increase the participant’s social-emotional wellbeing.

7. Provide case management and services to all participants. The Housing Stability Case Manager will work with clients to create and update individual case management plans for all participants to include (1) housing stabilization, retention goals, and employment goals, (2) a housing plan to encourage lease maintenance and address barriers to housing retention based on past issues, and (3) basic tenancy skills learning opportunities.

8. The rapid rehousing intervention would prevent individuals and families from facing evictions and provide financial support and stability while they are able to locate employment, connect to mental and medical care and recover from the impact of COVID-19. The rapid rehousing funds would provide financial assistance once every 30 day. Each 30 day a recertification process of eligibility would occur to see if services are still needed. If services are not the funds, we go to assist another family impacted by COVID-19.

9. Provide linkages to local employment programs, education and GED programs, technical schools, and internships. The Housing Stability Case Manager will work with partners to (1) identify training programs and resources, (2) assist in removing employment barriers, (3) recruit

employers willing to hire participants, (4) provide job readiness skills training, and (5) provide a computer lab and transportation assistance for all participants for employment opportunities in order to increase self-sufficiency through education and employment. This will address the “All People are Self-Sufficient” objective of Economic Stability: fewer residents live in poverty.

10. Assist with navigation and enrollment in mainstream benefits programs and healthcare programs, including identifying a primary care physician for participants. CHRIS 180 employs a full-time Navigator who verifies insurance for clients. The Housing Stability Case Manager will facilitate appointments with the Navigator. The Navigator receives all referrals for clients who have lapsed insurance or never had it and sets up appointments with each client and assists with applications on that needing insurance or helps clients retrieve needed documents for reinstatement of insurance. If participants do not qualify for any of the Medicaid insurance options, they will be referred to other programs and ACA. This staff helps clients renew expiring Medicaid applications; refers clients to other community resources such as SNAP/Food Stamps, PCP appointments, transportation, Lions Club for eyeglasses, sign up for cell phones; and verifies if clients have a secondary insurance and a primary care provider.

11. Self-Sufficient” objectives:

- Economic Stability: fewer residents live in poverty
- Housing: residents have better access to affordable housing

12. CHRIS 180’s program partners (identified in the chart below) share CHRIS 180’s vision to ensure that homelessness is rare, brief, and nonrecurring and to assist homeless individuals and families in the service area increase self-sufficiency. An essential component to the program’s success will be joint programming with the identified partner agencies. Using coordination of resources and efficient mapping and alignment the program will deliver successful participant outcomes. The Housing Stability Case Manager and Community Housing Supervisor will coordinate with partner agency staff monthly to discuss clients in order to ensure data is shared, effective linkages are in place, and progress towards ISP goals and objectives are occurring.

Partners Name

Food Bank	Provides food
At Promise	Referrals from the Westside
Atlanta Housing Authority	Housing vouchers
First Step Staffing	Immediate employment opportunities
On the Rise Financial Services	Financial literacy and credit recovery services
Open Doors	Affordable housing
Urban League	Employment training
Westside Future Funds	Affordable housing
Westside Works	Employment training

**Target Population:** Adults and Families 18 years and over.

**Number of Beneficiaries:** The goal is to serve 50 residents and their children in Fulton County.

## Fulton County Emergency Solutions CV Grant Program AMENDMENT 1 ATTACHMENT A: Statement of Work

### BUDGET BREAKDOWN:

Attach the service-operating budget for the service to be delivered over the 15-month Agreement period (October 1, 2020 – December 31, 2021) with the County that applies to the service to be delivered as submitted in your 2020 ESG CV-1 application.

**Please note: It is important to be specific and detailed in your description of the service-operating budget to be funded with ESG CV including a reimbursement schedule acknowledging draw-downs of ESG CV funds for this activity. Do not include information on other activities not funded with ESG CV. Cost Reimbursement budgets shall not include expenses that do not pertain to the project operation for example: marketing, food, apparel, or transportation. All requested reimbursements shall include legible supporting authentic invoices and or receipts.**

### COST REIMBURSEMENT BUDGET

Item	Activity	Secondary Activity Category (see Appendix A)	Total Activity Cost
	Shelter	1. Essential Services: _____	\$
		2. Operations: _____	
	Homeless Prevention	Housing Relocation & Stabilization Financial Assistance: \$ _____	\$50,000
		1. Housing Relocation & Stabilization Financial Services: \$ _____	
		2. Rental Assistance: _____	
	Rapid Rehousing	1. Housing Relocation & Stabilization Financial Assistance: _____	\$100,000
		1. Housing Relocation & Stabilization Financial Services: _____	
		2. Rental Assistance: _____	
	Outreach	1. Essential Services: _____	\$
	Admin	Admin _____	\$2,000
<b>Total Cost Reimbursement Budget</b>			<b>\$152,000</b>

## AMENDMENT 1 ATTACHMENT C: Monthly Performance Report

Subrecipient Name: \_\_\_\_\_

ESGCV Activity: \_\_\_\_\_

\*Do not duplicate clients/participants/beneficiaries data. All clients/participants/beneficiaries are to be reported as New only during the first quarter in which they receive service. They are to be reported only one time during the contract year (October 1, 2020 – December 31, 2021).

*Note: Acceptable performance reports will include HMIS supporting data. Accepted reports will be those that include HMIS reports.*

### 1. BENEFICIARY DEMOGRAPHICS

Age Group	Monthly Report	YEAR TO DATE	
	# Served	# Served	% of Total
Under 18			
18 – 24			
25 and over			
Don't know/Refused			
Missing Information			
<b>Total</b>			
<b>Veteran Status</b>			
No			
Yes			
<b>Total</b>			
<b>Ethnicity</b>			
Black or African American			
White			
Asian			
Other Race or Other Multi-Race			
<b>Total</b>			
Hispanic			
Not Hispanic			
<b>Total</b>			
<b>Gender</b>			
Male			
Female			
Transgendered			
Unknown			
<b>Total</b>			

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused	
Missing Information	
<b>Total</b>	

**Special Population Served**

Subpopulation	Total Shelter	Total Prevention	Total RRH	Total Outreach	Total
Veterans					
Victims of Domestic Violence					
Elderly (62 & Older)					
HIV/AIDS					
Chronically Homeless					
Persons with Disabilities:					
Severely Mentally Ill					
Chronic Substance Abuse					
Other Disability					
Total Unduplicated					
<b>Shelter Utilization</b>					<b>Total</b>
Number of Beds – Conversion (Enter the number of beds created as a result of conversion of a building to a shelter)					
Number of beds-nights available (Enter the number of beds available in a year including all beds whether or not ESG funded)					
Number of bed-nights provided (Enter the number of beds that were filled each night – include all beds, whether or not ESG funded)					
<b>ESG Expenditures for Homeless Prevention</b>					<b>Total</b>
Expenditures for Rental Assistance					
Expenditures for Utility Assistance					
Expenditures for Housing Relocation & Stabilization Services-Financial					
Expenditures for Housing Relocation & Stabilization Services-Services					
<b>Subtotal Homeless Prevention</b>					
<b>ESG Expenditures for Rapid Re-housing</b>					<b>Total</b>
Expenditures for Rental Assistance					
Expenditures for Utility Assistance					
Expenditures for Housing Relocation & Stabilization Services-Financial					
Expenditures for Housing Relocation & Stabilization Services-Services					
<b>Subtotal Rapid Re-housing</b>					
<b>ESG Expenditures for Emergency Shelter</b>					<b>Total</b>
Essential Services					
Operations					
<b>Subtotal Emergency Shelter</b>					
<b>ESG Expenditures for Outreach</b>					<b>Total</b>
Essential Services					
<b>Subtotal Outreach</b>					
<b>Total ESG Grant Funds</b>					<b>Total</b>
Total ESG Funds Expended					

## **AMENDMENT NO. 1 TO SUBRECIPIENT AGREEMENT**

Subrecipient: **Community Assistance Center**

Address: **1130 Hightower Trail**

City, State **Sandy Springs, GA 30350**

Telephone: **(770) 363-5970**

Facsimile or:

E-mail address [ceo@ourcac.org](mailto:ceo@ourcac.org)

Contact: **Francis Horton**

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

WHEREAS, Fulton County ("County") entered into a subrecipient Agreement ("Agreement") with City of East Point ("Subrecipient") to provide Homeless Emergency Assistance and Rapid Transition to Housing maintenance services; and

WHEREAS, the Agreement was approved by the Fulton County Board of Commissioners ("BOC") on August 19, 2020 Agenda Item #20-0577 (CV-1) and November 4, 2020, Agenda Item #20-0778 (CV-2) respectively; and

WHEREAS, Subrecipient will be responsible for providing (list activity) as outlined in 'Attachment A: Statement of Work'; and

1. WHEREAS, Subrecipient will complete the activities outlined in the statement of work for an amount not to exceed \$152,000 (One Hundred Fifty Two Thousand Dollars); and

WHEREAS, Amendment No, 2 will extend the grant term for the Emergency Solutions CARES Act grant funding term from October 1, 2020 through September 30, 2021 to October 1, 2020 December 31, 2021.

WHEREAS, this Amendment no. 1 was approved by the Fulton County Board of Commissioners on **September 15, 2021**, Agenda Item **21-xxxx**.

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

This Amendment No. 1 to the Agreement is effective as of the \_\_\_\_ day of September, 2021, between the County and the Subrecipient who agree that all services specified will be performed by in accordance with this Amendment No. 1 to the Agreement.

2. **STATEMENT OF WORK:** Services under this Agreement will be completed in accordance with the attached 'Amended Attachment A: Statement of Work' and will replace the Attachment A attached to the Agreement.
3. **COMPENSATION:** Subrecipient shall receive a total compensation under the Agreement in an amount not to exceed \$152,000 (One Hundred Fifty Two Thousand Dollars).
4. **LIABILITY OF COUNTY:** This Amendment No. 1 to the Agreement shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chairman, attested to by the Clerk to the Commission and delivered to Subrecipient.
5. **EFFECT OF AMENDMENT NO. 1 TO THE AGREEMENT:** Except as modified by this Amendment No. 1, the Agreement and attachments remain in full force and effect.
6. **ELECTRONIC SIGNATURES:** Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures.



**IN WITNESS THEREOF**, the Parties hereto have caused this Amendment 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.

COUNTY:

SUBRECIPIENT:

**FULTON COUNTY, GEORGIA**

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

\_\_\_\_\_  
Francis Horton, Executive Director  
Community Assistance Center

ATTEST:

ATTEST:

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

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

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

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

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

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
Stanley Wilson  
Director of Community Development

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

(Affix Notary Seal)

ITEM#: \_\_\_\_\_ RCS: \_\_\_\_\_  
**RECESS MEETING**

ITEM#: \_\_\_\_\_ RM: \_\_\_\_\_  
**REGULAR MEETING**

## **Fulton County Emergency Solutions CV Grant Program AMENDMENT 1 ATTACHMENT A: Statement of Work**

---

Provide a succinct description of your activities to be delivered that will be reimbursed with Fulton County ESG CV funds. Please include specific details related to the following.

- A. Goal
- B. Target Population
- C. Number of Beneficiaries

*Do not include information on other activities not funded with ESG CV.*

---

### **Goal**

Community Assistance Center- CAC will commit 100% of the funding received from ESG to help individuals and families remain housed. We expect that the effects of the COVID crisis will extend over the next few months and that it will take at least until next year for heads of households to go back to earning enough income to be stable, Therefore, it will be necessary to assist individuals to remain housed as they work to regain stability.

### **Target Population**

Individuals and families who are at risk of homelessness.

### **Number of Beneficiaries**

120 Households, 220 Individuals

## Fulton County Emergency Solutions CV Grant Program AMENDMENT 1 ATTACHMENT A: Statement of Work

### BUDGET BREAKDOWN:

Attach the service-operating budget for the service to be delivered over the 15-month Agreement period (October 1, 2020 – December 31, 2021) with the County that applies to the service to be delivered as submitted in your 2020 ESG CV-1 application.

**Please note: It is important to be specific and detailed in your description of the service-operating budget to be funded with ESG CV including a reimbursement schedule acknowledging draw-downs of ESG CV funds for this activity. Do not include information on other activities not funded with ESG CV. Cost Reimbursement budgets shall not include expenses that do not pertain to the project operation for example: marketing, food, apparel, or transportation. All requested reimbursements shall include legible supporting authentic invoices and or receipts.**

### COST REIMBURSEMENT BUDGET

Item	Activity	Secondary Activity Category (see Appendix A)	Total Activity Cost
	Shelter	1. Essential Services: _____	\$79,716
		2. Operations: _____	
	Homeless Prevention	Housing Relocation & Stabilization Financial Assistance: \$ _____	\$7,074
		1. Housing Relocation & Stabilization Financial Services: \$ _____	
		2. Rental Assistance: _____	
	Rapid Rehousing	1. Housing Relocation & Stabilization Financial Assistance: _____	
		1. Housing Relocation & Stabilization Financial Services: _____	
		2. Rental Assistance: _____	
	Outreach	1. Essential Services: _____	\$
	Admin	Admin _____	\$2,000
<b>Total Cost Reimbursement Budget</b>			<b>\$152,000.00</b>

## AMENDMENT 1 ATTACHMENT C: Monthly Performance Report

Subrecipient Name: \_\_\_\_\_

ESGCV Activity: \_\_\_\_\_

\*Do not duplicate clients/participants/beneficiaries data. All clients/participants/beneficiaries are to be reported as New only during the first quarter in which they receive service. They are to be reported only one time during the contract year (October 1, 2020 – December 31, 2021).

*Note: Acceptable performance reports will include HMIS supporting data. Accepted reports will be those that include HMIS reports.*

### 1. BENEFICIARY DEMOGRAPHICS

Age Group	Monthly Report	YEAR TO DATE	
	# Served	# Served	% of Total
Under 18			
18 – 24			
25 and over			
Don't know/Refused			
Missing Information			
<b>Total</b>			
<b>Veteran Status</b>			
No			
Yes			
<b>Total</b>			
<b>Ethnicity</b>			
Black or African American			
White			
Asian			
Other Race or Other Multi-Race			
<b>Total</b>			
Hispanic			
Not Hispanic			
<b>Total</b>			
<b>Gender</b>			
Male			
Female			
Transgendered			
Unknown			
<b>Total</b>			

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused	
Missing Information	
<b>Total</b>	

**Special Population Served**

Subpopulation	Total Shelter	Total Prevention	Total RRH	Total Outreach	Total
Veterans					
Victims of Domestic Violence					
Elderly (62 & Older)					
HIV/AIDS					
Chronically Homeless					
Persons with Disabilities:					
Severely Mentally Ill					
Chronic Substance Abuse					
Other Disability					
Total Unduplicated					
<b>Shelter Utilization</b>					<b>Total</b>
Number of Beds – Conversion (Enter the number of beds created as a result of conversion of a building to a shelter)					
Number of beds-nights available (Enter the number of beds available in a year including all beds whether or not ESG funded)					
Number of bed-nights provided (Enter the number of beds that were filled each night – include all beds, whether or not ESG funded)					
<b>ESG Expenditures for Homeless Prevention</b>					<b>Total</b>
Expenditures for Rental Assistance					
Expenditures for Utility Assistance					
Expenditures for Housing Relocation & Stabilization Services-Financial					
Expenditures for Housing Relocation & Stabilization Services-Services					
<b>Subtotal Homeless Prevention</b>					
<b>ESG Expenditures for Rapid Re-housing</b>					<b>Total</b>
Expenditures for Rental Assistance					
Expenditures for Utility Assistance					
Expenditures for Housing Relocation & Stabilization Services-Financial					
Expenditures for Housing Relocation & Stabilization Services-Services					
<b>Subtotal Rapid Re-housing</b>					
<b>ESG Expenditures for Emergency Shelter</b>					<b>Total</b>
Essential Services					
Operations					
<b>Subtotal Emergency Shelter</b>					
<b>ESG Expenditures for Outreach</b>					<b>Total</b>
Essential Services					
<b>Subtotal Outreach</b>					
<b>Total ESG Grant Funds</b>					<b>Total</b>
Total ESG Funds Expended					

## **AMENDMENT NO. 1 TO SUBRECIPIENT AGREEMENT**

Subrecipient: **City of East Point**  
Address: **2757 East Point Street**  
City, State **East Point, GA 30344**  
Telephone: (404) 270-7079  
Facsimile or:  
E-mail address [dholidayingraham@EastPointCity.org](mailto:dholidayingraham@EastPointCity.org)  
Contact: **Mayor Deana Holiday Ingraham**

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

WHEREAS, Fulton County ("County") entered into a subrecipient Agreement ("Agreement") with City of East Point ("Subrecipient") to provide Homeless Emergency Assistance and Rapid Transition to Housing maintenance services; and

WHEREAS, the Agreement was approved by the Fulton County Board of Commissioners ("BOC") on August 19, 2020 Agenda Item #20-0577 (CV-1) and November 4, 2020, Agenda Item #20-0778 (CV-2) respectively; and

WHEREAS, Subrecipient will be responsible for providing (list activity) as outlined in 'Attachment A: Statement of Work'; and

1. WHEREAS, Subrecipient will complete the activities outlined in the statement of work for an amount not to exceed \$152,000 (One Hundred Fifty Two Thousand Dollars); and

WHEREAS, Amendment No, 2 will extend the grant term for the Emergency Solutions CARES Act grant funding term from October 1, 2020 through September 30, 2021 to October 1, 2020 December 31, 2021.

WHEREAS, this Amendment no. 1 was approved by the Fulton County Board of Commissioners on **September 15, 2021**, Agenda Item **21-xxxx**.

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

This Amendment No. 1 to the Agreement is effective as of the \_\_\_\_ day of September, 2021, between the County and the Subrecipient who agree that all services specified will be performed by in accordance with this Amendment No. 1 to the Agreement.

2. **STATEMENT OF WORK:** Services under this Agreement will be completed in accordance with the attached 'Amended Attachment A: Statement of Work' and will replace the Attachment A attached to the Agreement.
3. **COMPENSATION:** Subrecipient shall receive a total compensation under the Agreement in an amount not to exceed \$152,000 (One Hundred Fifty Two Thousand Dollars).
4. **LIABILITY OF COUNTY:** This Amendment No. 1 to the Agreement shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chairman, attested to by the Clerk to the Commission and delivered to Subrecipient.
5. **EFFECT OF AMENDMENT NO. 1 TO THE AGREEMENT:** Except as modified by this Amendment No. 1, the Agreement and attachments remain in full force and effect.
6. **ELECTRONIC SIGNATURES:** Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures.

**IN WITNESS THEREOF**, the Parties hereto have caused this Amendment 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.

COUNTY:

SUBRECIPIENT:

**FULTON COUNTY, GEORGIA**

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

\_\_\_\_\_  
Mayor Deana Holiday Ingraham  
City of East Point

ATTEST:

ATTEST:

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

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

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

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

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

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
Stanley Wilson  
Director of Community Development

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

(Affix Notary Seal)

ITEM#: \_\_\_\_\_ RCS: \_\_\_\_\_  
**RECESS MEETING**

ITEM#: \_\_\_\_\_ RM: \_\_\_\_\_  
**REGULAR MEETING**



## **Fulton County Emergency Solutions CV Grant Program AMENDMENT 1 ATTACHMENT A: Statement of Work**

---

Provide a succinct description of your activities to be delivered that will be reimbursed with Fulton County ESG CV funds. Please include specific details related to the following.

- A. Goal
- B. Target Population
- C. Number of Beneficiaries

*Do not include information on other activities not funded with ESG CV.*

---

To provide individuals and families within the City of East Point with Emergency Shelter, Homelessness Prevention, Rapid Re-Housing, Outreach activities and Administration during the COVID-19 emergency.

### **Target Population**

The City of East Point is looking to serve residents and families that reside within the city of East Point that is facing homelessness. This includes but are not limited to families and individuals that are behind on rent and utilities that may be facing evictions and individuals who may be found sleeping in public locations. The clients that are served with these funds must meet all three (3) criteria of 24 CFR 576.2 before receiving any financial services through case management.

### **Number of Beneficiaries**

The city has an approximate population over 34,000 residents, with an estimate of over 22% of the residents either at or below the poverty line, per the US Census. Which means that approximately 8,000 residents are beneficiaries and in need of assistance.

## Fulton County Emergency Solutions CV Grant Program AMENDMENT 1 ATTACHMENT A: Statement of Work

### BUDGET BREAKDOWN:

Attach the service-operating budget for the service to be delivered over the 15-month Agreement period (October 1, 2020 – December 31, 2021) with the County that applies to the service to be delivered as submitted in your 2020 ESG CV-1 application.

**Please note: It is important to be specific and detailed in your description of the service-operating budget to be funded with ESG CV including a reimbursement schedule acknowledging draw-downs of ESG CV funds for this activity. Do not include information on other activities not funded with ESG CV. Cost Reimbursement budgets shall not include expenses that do not pertain to the project operation for example: marketing, food, apparel, or transportation. All requested reimbursements shall include legible supporting authentic invoices and or receipts.**

### COST REIMBURSEMENT BUDGET

Item	Activity	Secondary Activity Category (see Appendix A)	Total Activity Cost
	Shelter	1. Essential Services: _____	\$37,500
		2. Operations: _____	
	Homeless Prevention	Housing Relocation & Stabilization Financial Assistance: \$ _____	\$49,133.34
		1. Housing Relocation & Stabilization Financial Services: \$ _____	
		2. Rental Assistance: _____	
	Rapid Rehousing	1. Housing Relocation & Stabilization Financial Assistance: _____	\$49,133.33
		1. Housing Relocation & Stabilization Financial Services: _____	
		2. Rental Assistance: _____	
	Outreach	1. Essential Services: _____	\$14,233.33
	Admin	Admin _____	\$2,000
<b>Total Cost Reimbursement Budget</b>			<b>\$152,000.00</b>

## AMENDMENT 1 ATTACHMENT C: Monthly Performance Report

Subrecipient Name: \_\_\_\_\_

ESGCV Activity: \_\_\_\_\_

\*Do not duplicate clients/participants/beneficiaries data. All clients/participants/beneficiaries are to be reported as New only during the first quarter in which they receive service. They are to be reported only one time during the contract year (October 1, 2020 – December 31, 2021).

*Note: Acceptable performance reports will include HMIS supporting data. Accepted reports will be those that include HMIS reports.*

### 1. BENEFICIARY DEMOGRAPHICS

Age Group	Monthly Report	YEAR TO DATE	
	# Served	# Served	% of Total
Under 18			
18 – 24			
25 and over			
Don't know/Refused			
Missing Information			
<b>Total</b>			
<b>Veteran Status</b>			
No			
Yes			
<b>Total</b>			
<b>Ethnicity</b>			
Black or African American			
White			
Asian			
Other Race or Other Multi-Race			
<b>Total</b>			
Hispanic			
Not Hispanic			
<b>Total</b>			
<b>Gender</b>			
Male			
Female			
Transgendered			
Unknown			
<b>Total</b>			

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused	
Missing Information	
<b>Total</b>	

**Special Population Served**

Subpopulation	Total Shelter	Total Prevention	Total RRH	Total Outreach	Total
Veterans					
Victims of Domestic Violence					
Elderly (62 & Older)					
HIV/AIDS					
Chronically Homeless					
Persons with Disabilities:					
Severely Mentally Ill					
Chronic Substance Abuse					
Other Disability					
Total Unduplicated					
<b>Shelter Utilization</b>					<b>Total</b>
Number of Beds – Conversion <i>(Enter the number of beds created as a result of conversion of a building to a shelter)</i>					
Number of beds-nights available <i>(Enter the number of beds available in a year including all beds whether or not ESG funded)</i>					
Number of bed-nights provided <i>(Enter the number of beds that were filled each night – include all beds, whether or not ESG funded)</i>					
<b>ESG Expenditures for Homeless Prevention</b>					<b>Total</b>
Expenditures for Rental Assistance					
Expenditures for Utility Assistance					
Expenditures for Housing Relocation & Stabilization Services-Financial					
Expenditures for Housing Relocation & Stabilization Services-Services					
<b>Subtotal Homeless Prevention</b>					
<b>ESG Expenditures for Rapid Re-housing</b>					<b>Total</b>
Expenditures for Rental Assistance					
Expenditures for Utility Assistance					
Expenditures for Housing Relocation & Stabilization Services-Financial					
Expenditures for Housing Relocation & Stabilization Services-Services					
<b>Subtotal Rapid Re-housing</b>					
<b>ESG Expenditures for Emergency Shelter</b>					<b>Total</b>
Essential Services					
Operations					
<b>Subtotal Emergency Shelter</b>					
<b>ESG Expenditures for Outreach</b>					<b>Total</b>
Essential Services					
<b>Subtotal Outreach</b>					
<b>Total ESG Grant Funds</b>					<b>Total</b>
Total ESG Funds Expended					

## **AMENDMENT NO. 2 TO SUBRECIPIENT AGREEMENT**

Subrecipient: **Hope Thru Soap**  
Address: 2650 Pleasantdale Road Ste. 15  
City, State Atlanta, GA 30340  
Telephone: (770) 365-2612  
Facsimile or: [megan@hopethrusoap.org](mailto:megan@hopethrusoap.org)  
E-mail address  
Contact: **Megan Roberts**

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

WHEREAS, Fulton County ("County") entered into a subrecipient Agreement ("Agreement") with Hope Thru Soap ("Subrecipient") to provide Homeless Emergency Assistance and Rapid Transition and supportive services; and

WHEREAS, the Agreement was approved by the Fulton County Board of Commissioners ("BOC") on November 4, 2020, Agenda Item #20-0778 and on July 14, 2021, Agenda Item #21-0506; and

WHEREAS, Subrecipient will be responsible for providing outreach and supportive services as outlined in 'Attachment A: Statement of Work'; and

WHEREAS, Subrecipient will complete the activities outlined in the statement of work for an amount not to exceed \$100,000 (One Hundred Thousand Dollars); and

WHEREAS, Amendment No. 1 was approved on July 14, 2021 date (Agenda Item #21-0506) added \$11,210 from the Coordinated Intake and Assessment 2019 grant;

WHEREAS, Amendment No. 2 will extend the grant term for the Emergency Solutions CARES Act grant funding term from October 1, 2020 through September 30, 2021 to October 1, 2020 December 31, 2021.

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

This Amendment No. 2 to the Agreement is effective as of the 15<sup>th</sup> day of September, 2021, between the County and the Subrecipient who agree that all services specified will be performed by in accordance with this Amendment No. 2 to the Agreement.

1. **STATEMENT OF WORK:** Services under this Agreement will be completed in accordance with the attached 'Amended Attachment A: Statement of Work' and will replace the Attachment A attached to the Agreement.
2. **COMPENSATION:** Subrecipient shall receive a total compensation under the attached 'Attachment B: Cost Reimbursement Budget', in an amount not to exceed \$100,000 (One Hundred Thousand Dollars). This Attachment B will replace the Attachment B attached to the Agreement.
3. **LIABILITY OF COUNTY:** This Amendment No. 2 to the Agreement shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chairman, attested to by the Clerk to the Commission and delivered to Subrecipient.
4. **EFFECT OF AMENDMENT NO. 2 TO THE AGREEMENT:** Except as modified by this Amendment No. 2, the Agreement and attachments and its amendments remain in full force and effect.
5. **ELECTRONIC SIGNATURES:** Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures.

**IN WITNESS THEREOF**, the Parties hereto have caused this Amendment 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.

COUNTY:

SUBRECIPIENT:

**FULTON COUNTY, GEORGIA**

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

\_\_\_\_\_  
Megan Roberts, Executive Director  
Hope Thru Soap

ATTEST:

ATTEST:

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

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

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

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

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

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
Stanley Wilson  
Director of Community Development

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

(Affix Notary Seal)

ITEM#: \_\_\_\_\_ RCS: \_\_\_\_\_  
**RECESS MEETING**

ITEM#: \_\_\_\_\_ RM: \_\_\_\_\_  
**REGULAR MEETING**

## **Fulton County Emergency Solutions Grant CARES Act and Coordinated Intake and Assessment System Program AMENDMENT 2 ATTACHMENT A: Statement of Work**

---

Provide a succinct description of your activities to be delivered that will be reimbursed with Fulton County ESG CV1 and FY19 CIAS funds. Please include specific details related to the following.

- A. Goal
- B. Target Population
- C. Number of Beneficiaries

*Do not include information on other activities not funded with ESG CV1 and FY19 CIAS.*

---

### **Goal**

Hope thru Soap's goal thru the ESG CV-1 funding program will be to continue to provide outreach services to the unsheltered homeless in North Fulton County. Outreach services during Covid-19 include, engagement with the unsheltered homeless men, women and children, relationship building, referral of services to Hope Gateway Center's Atlanta's North Fulton team, meal pick-up and delivery and delivery of bags containing food, hygiene, Covid19 materials and hand sanitizer. The goal will be to identify encampments and areas that unsheltered homeless are living and are in need of further assistance.

Hope Thru Soap will submit monthly reports and reimbursement requests no later than the 15<sup>th</sup> of the following month in which services have been provided. (I.e. Services are provided from May 1 – 31, 2020. Invoices should be submitted by the 15<sup>th</sup> of June month for processing). All data and payments will be logged into Client Track.

### **Target Population**

Hope thru Soap will continue Outreach efforts in North Fulton County. The areas that will be included are Sandy Springs, Dunwoody, Roswell and Alpharetta. Targeting unsheltered men, women and children. Hope thru Soap will identify encampments, tent locations, parking lots where families live in cars, and any other areas where the unsheltered are congregated and in need of assistance.

### **Number of Beneficiaries**

The projected number of beneficiaries assisted with ESG CV-1 funds will be up to 40 unsheltered per week and may increase thru the year.



# Fulton County Emergency Solutions Grant CARES Act and Coordinated Intake and Assessment System Program AMENDMENT 2 ATTACHMENT B: Cost Reimbursement Budget

## BUDGET BREAKDOWN:

Attach the service-operating budget for the service to be delivered over the 12-month Agreement period (October 1, 2020 – December 31, 2021 for ESG CARES Act and July 14, 2020 – August 31, 2021 for FY19 CIAS) with the County that applies to the service to be delivered.

**Please note: It is important to be specific and detailed in your description of the service-operating budget to be funded with ESG CARES Act and FY19 CIAS including a reimbursement schedule acknowledging draw-downs of ESG CARES Act and FY19 CIAS funds for this activity. Do not include information on other activities not funded with ESG CARES Act and FY19 CIAS. Cost Reimbursement budgets shall not include expenses that do not pertain to the project operation for example: marketing, etc. All requested reimbursements shall include legible supporting authentic invoices and or receipts.**

## COST REIMBURSEMENT BUDGET

Item	Activity	Secondary Activity Category (see Appendix A)	Total Activity Cost
	Shelter	1. Essential Services: _____ 2. Operations: _____	\$
	Homeless Prevention	1. Housing Relocation & Stabilization Financial Assistance: _____ 2. Housing Relocation & Stabilization Financial Services: _____ 3. Rental Assistance 4. Supportive Services: <u>\$11,210</u>	\$ 11, 210
	Rapid Rehousing	1. Housing Relocation & Stabilization Financial Assistance: _____ 2. Housing Relocation & Stabilization Financial Services: _____ 3. Rental Assistance: _____	\$
	Outreach	1. Essential Services: <u>\$88,790</u>	\$88,790
<b>Total Cost Reimbursement Budget</b>			<b>\$100,000</b>
<b>Total Cost Reimbursement Budget</b>			<b>\$100,000</b>

## AMENDMENT 2 ATTACHMENT C: Monthly Performance Report

Subrecipient Name: \_\_\_\_\_

ESG CV/CIAS Activity: \_\_\_\_\_

\*Do not duplicate clients/participants/beneficiaries data. All clients/participants/beneficiaries are to be reported as New only during the first quarter in which they receive service. They are to be reported only one time during the contract year (**October 1, 2020 – December 31, 2021 for FY19 ESG CV and July 14, 2020 – August 31, 2021 for FY19 CIAS**)).

Note: Acceptable performance reports will include HMIS supporting data. Accepted reports will be those that include HMIS reports.

### 1. BENEFICIARY DEMOGRAPHICS

Age Group	Monthly Report	YEAR TO DATE	
	# Served	# Served	% of Total
Under 18			
18 – 24			
25 and over			
Don't know/Refused			
Missing Information			
<b>Total</b>			
<b>Veteran Status</b>			
No			
Yes			
<b>Total</b>			
<b>Ethnicity</b>			
Black or African American			
White			
Asian			
Other Race or Other Multi-Race			
<b>Total</b>			
Hispanic			
Not Hispanic			
<b>Total</b>			
<b>Gender</b>			
<b>Male</b>			
Female			
Transgendered			
Unknown			
<b>Total</b>			

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused	
Missing Information	
<b>Total</b>	

### **Special Population Served**

Subpopulation	Total-Shelter	Total-Prevention	Total-RRH	Total
Veterans				
Victims of Domestic Violence				
Elderly (62 & Older)				
HIV/AIDS				
Chronically Homeless				
Persons with Disabilities:				
Severely Mentally Ill				
Chronic Substance Abuse				
Other Disability				
Total Unduplicated				
<b>Shelter Utilization</b>			<b>Total</b>	
Number of Beds – Conversion (Enter the number of beds created as a result of conversion of a building to a shelter)				
Number of beds-nights available (Enter the number of beds available in a year including all beds whether or not ESG funded)				
Number of bed-nights provided (Enter the number of beds that were filled each night – include all beds, whether or not ESG funded)				
<b>ESG Expenditures for Homeless Prevention</b>			<b>Total</b>	
Expenditures for Rental Assistance				
Expenditures for Utility Assistance				
Expenditures for Housing Relocation & Stabilization Services-Financial				
Expenditures for Housing Relocation & Stabilization Services-Services				
Expenditures for Homeless Prevention under ESG Program				
<b>Subtotal Homeless Prevention</b>				
<b>ESG Expenditures for Rapid Re-housing</b>			<b>Total</b>	
Expenditures for Rental Assistance				
Expenditures for Utility Assistance				
Expenditures for Housing Relocation & Stabilization Services-Financial				
Expenditures for Housing Relocation & Stabilization Services-Services				
Expenditures for Homeless Prevention under ESG Program				
<b>Subtotal Rapid Re-housing</b>				
<b>ESG Expenditures for Emergency Shelter</b>			<b>Total</b>	
Essential Services				
Operations				
<b>Subtotal Emergency Shelter</b>				
<b>ESG Expenditures for Outreach Services</b>			<b>Total</b>	
Essential Services				
<b>Subtotal Outreach Services</b>				
<b>ESG Expenditures for Supportive Services (CIAS)</b>			<b>Total</b>	
Supportive Services				
<b>Subtotal for Supportive Services (CIAS)</b>				

Total ESG/CIAS Funds Expended	
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**AMENDMENT NO. 1 TO SUBRECIPIENT AGREEMENT**

Subrecipient: **Latin American Association**

Address: **2750 Buford Highway, NE**

City, State **Atlanta, GA 30316**

Telephone: **404-638-1800**

Facsimile or:

E-mail address [smarquez@thelaa.org](mailto:smarquez@thelaa.org)

Contact: **Santiago Marquez**

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

WHEREAS, Fulton County ("County") entered into a subrecipient Agreement ("Agreement") with Travelers Aid of Metropolitan Atlanta dba Hope Atlanta ("Subrecipient") to provide Homeless Emergency Assistance and Rapid Transition to Housing maintenance services; and

WHEREAS, the Agreement was approved by the Fulton County Board of Commissioners ("BOC") on August 19, 2020 Agenda Item #20-0577 (CV-1) and November 4, 2020, Agenda Item #20-0778 (CV-2) respectively; and

WHEREAS, Subrecipient will be responsible for providing (list activity) as outlined in 'Attachment A: Statement of Work'; and

WHEREAS, Subrecipient will complete the activities outlined in the statement of work for an amount not to exceed \$88,790 (Eighty Eight Seven Hundred Ninety dollars); and

WHEREAS, Amendment No. 2 will extend the grant term for the Emergency Solutions CARES Act grant funding term from October 1, 2020 through September 30, 2021 to October 1, 2020 December 31, 2021.

WHEREAS, this Amendment no. 1 was approved by the Fulton County Board of Commissioners on **September 15, 2021**, Agenda Item **21-xxxx**.

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

This Amendment No. 1 to the Agreement is effective as of the \_\_\_\_ day of September, 2021, between the County and the Subrecipient who agree that all services specified will be performed by in accordance with this Amendment No. 1 to the Agreement.

1. **STATEMENT OF WORK:** Services under this Agreement will be completed in accordance with the attached 'Amended Attachment A: Statement of Work' and will replace the Attachment A attached to the Agreement.
2. **COMPENSATION:** Subrecipient shall receive a total compensation under the Agreement in an amount not to exceed \$88,790 (Eighty Eight Seven Hundred Ninety Dollars).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 to the Agreement shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chairman, attested to by the Clerk to the Commission and delivered to Subrecipient.
4. **EFFECT OF AMENDMENT NO. 1 TO THE AGREEMENT:** Except as modified by this Amendment No. 1, the Agreement and attachments remain in full force and effect.
5. **ELECTRONIC SIGNATURES:** Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures.

**IN WITNESS THEREOF**, the Parties hereto have caused this Amendment 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.

COUNTY:

SUBRECIPIENT:

**FULTON COUNTY, GEORGIA**

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

\_\_\_\_\_  
Santiago Marquez, Chief Executive Officer  
Latin American Association

ATTEST:

ATTEST:

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

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

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

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

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

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
Stanley Wilson  
Director of Community Development

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

(Affix Notary Seal)

ITEM#: \_\_\_\_\_ RCS: \_\_\_\_\_  
**RECESS MEETING**

ITEM#: \_\_\_\_\_ RM: \_\_\_\_\_  
**REGULAR MEETING**

## **Fulton County Emergency Solutions CV Grant Program AMENDMENT 1 ATTACHMENT A: Statement of Work**

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Provide a succinct description of your activities to be delivered that will be reimbursed with Fulton County ESG CV funds. Please include specific details related to the following.

- A. Goal
- B. Target Population
- C. Number of Beneficiaries

*Do not include information on other activities not funded with ESG CV.*

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### **Goal**

All payments will be approved and provided with Environmental Reviews. All data and payments will be logged into Client Track. Latin American Association will submit monthly reports and reimbursement requests no later than the 15<sup>th</sup> of the following month in which services have been provided. (I.e. Services are provided from May 1 – 31, 2020. Invoices should be submitted by the 15<sup>th</sup> of June for processing).

Through this Fulton ESG-CV-1 grant, the LAA will focus on Fulton County residents who are at risk of becoming homeless due to the COVID-19 pandemic by supporting them with case management, rental assistance, financial assistance, financial services or rental assistance associated with the activities of homeless prevention and rapid rehousing.

### **Target Population**

Latino families are at greater risk of homelessness than non-Hispanic populations. Challenges to housing stability for Latinos include poverty, limited English proficiency, social isolation, lack of a safety net, lack of familiarity with U.S. systems, lack of insurance, and unemployment. When Latinos lose their homes, most do not consider themselves to be homeless. Rather than turning to the streets or a shelter, they tend to stay with relatives – doubling or even tripling up in overcrowded houses and apartments. They are often referred to as the hidden homeless.

### **Number of Beneficiaries**

The projected number of beneficiaries assisted with ESG CV-1 funds will be 200 or roughly 45 households.



## Fulton County Emergency Solutions CV Grant Program AMENDMENT 1 ATTACHMENT A: Statement of Work

### BUDGET BREAKDOWN:

Attach the service-operating budget for the service to be delivered over the 15-month Agreement period (October 1, 2020 – December 31, 2021) with the County that applies to the service to be delivered as submitted in your 2020 ESG CV-1 application.

**Please note: It is important to be specific and detailed in your description of the service-operating budget to be funded with ESG CV including a reimbursement schedule acknowledging draw-downs of ESG CV funds for this activity. Do not include information on other activities not funded with ESG CV. Cost Reimbursement budgets shall not include expenses that do not pertain to the project operation for example: marketing, food, apparel, or transportation. All requested reimbursements shall include legible supporting authentic invoices and or receipts.**

### COST REIMBURSEMENT BUDGET

Item	Activity	Secondary Activity Category (see Appendix A)	Total Activity Cost
	Shelter	1. Essential Services: _____	\$
		2. Operations: _____	
	Homeless Prevention	Housing Relocation & Stabilization Financial Assistance: \$ _____	\$43,395
		1. Housing Relocation & Stabilization Financial Services: \$ _____	
		2. Rental Assistance: _____	
	Rapid Rehousing	1. Housing Relocation & Stabilization Financial Assistance: _____	\$43,395
		1. Housing Relocation & Stabilization Financial Services: _____	
		2. Rental Assistance: _____	
	Outreach	1. Essential Services: _____	\$
	Admin	Admin _____	\$2,000
<b>Total Cost Reimbursement Budget</b>			<b>\$88,790.00</b>

## AMENDMENT 1 ATTACHMENT C: Monthly Performance Report

Subrecipient Name: \_\_\_\_\_

ESGCV Activity: \_\_\_\_\_

\*Do not duplicate clients/participants/beneficiaries data. All clients/participants/beneficiaries are to be reported as New only during the first quarter in which they receive service. They are to be reported only one time during the contract year (October 1, 2020 – December 31, 2021).

*Note: Acceptable performance reports will include HMIS supporting data. Accepted reports will be those that include HMIS reports.*

### 1. BENEFICIARY DEMOGRAPHICS

Age Group	Monthly Report	YEAR TO DATE	
	# Served	# Served	% of Total
Under 18			
18 – 24			
25 and over			
Don't know/Refused			
Missing Information			
<b>Total</b>			
<b>Veteran Status</b>			
No			
Yes			
<b>Total</b>			
<b>Ethnicity</b>			
Black or African American			
White			
Asian			
Other Race or Other Multi-Race			
<b>Total</b>			
Hispanic			
Not Hispanic			
<b>Total</b>			
<b>Gender</b>			
Male			
Female			
Transgendered			
Unknown			
<b>Total</b>			

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused	
Missing Information	
<b>Total</b>	

**Special Population Served**

Subpopulation	Total Shelter	Total Prevention	Total RRH	Total Outreach	Total
Veterans					
Victims of Domestic Violence					
Elderly (62 & Older)					
HIV/AIDS					
Chronically Homeless					
Persons with Disabilities:					
Severely Mentally Ill					
Chronic Substance Abuse					
Other Disability					
Total Unduplicated					
<b>Shelter Utilization</b>					<b>Total</b>
Number of Beds – Conversion (Enter the number of beds created as a result of conversion of a building to a shelter)					
Number of beds-nights available (Enter the number of beds available in a year including all beds whether or not ESG funded)					
Number of bed-nights provided (Enter the number of beds that were filled each night – include all beds, whether or not ESG funded)					
<b>ESG Expenditures for Homeless Prevention</b>					<b>Total</b>
Expenditures for Rental Assistance					
Expenditures for Utility Assistance					
Expenditures for Housing Relocation & Stabilization Services-Financial					
Expenditures for Housing Relocation & Stabilization Services-Services					
<b>Subtotal Homeless Prevention</b>					
<b>ESG Expenditures for Rapid Re-housing</b>					<b>Total</b>
Expenditures for Rental Assistance					
Expenditures for Utility Assistance					
Expenditures for Housing Relocation & Stabilization Services-Financial					
Expenditures for Housing Relocation & Stabilization Services-Services					
<b>Subtotal Rapid Re-housing</b>					
<b>ESG Expenditures for Emergency Shelter</b>					<b>Total</b>
Essential Services					
Operations					
<b>Subtotal Emergency Shelter</b>					
<b>ESG Expenditures for Outreach</b>					<b>Total</b>
Essential Services					
<b>Subtotal Outreach</b>					
<b>Total ESG Grant Funds</b>					<b>Total</b>
Total ESG Funds Expended					





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 21-0685

**Meeting Date:** 9/15/2021

### Department

Emergency Services

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

Request approval of an Intergovernmental Agreement between Fulton County and the City of South Fulton, for the provision of the Digital 800 MHz Radio System Access, October 1, 2021 through September 30, 2022 with three (3) automatic renewals commencing October 1 of each successive year, in the amount of \$263,410.00 annually for years 2021 and 2022 and \$279,030.00 annually for years 2023 and 2024.

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

O.C.G.A § 36-10-1 requires any contract entered into by the County shall be forwarded to the Board of Commissioners for approval.

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

Justice and Safety

### Commission Districts Affected

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

### Is this a purchasing item?

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.)*

Request approval to enter into an Intergovernmental Agreement (IGA) with the City of South Fulton. It is desirable to have a unified system to include entities on the system who affect and further the goal of protecting the citizens of Fulton County's health, safety, and welfare, and provides public safety services to the citizens of the City of South Fulton. The ability of public safety providers, police, fire, and EMS to communicate by radio on a common radio system increases the response

effectiveness of first responders to emergency calls for service and mutual aid agencies that may be called upon to assist in the response. This agreement will allow 710 City of South Fulton police and fire personnel radios access to operate on the Fulton County Digital 800 MHz radio system to handle calls for service within the City of South Fulton and provide interoperable communications when called upon by other Fulton County public safety agencies.

The City of South Fulton will pay Fulton County \$371.00 per radio or \$263,410.00 annually for 710 radios (410 police and 300 fire) annually for years 2021 and 2022 and \$393.00 per radio or \$279,030.00 annually for years 2023 and 2024 to operate on the digital radio system. The per radio access fee will be used to support the annual maintenance, upgrade, and replacement costs of the Fulton County Digital 800 MHz Public Safety Radio System.

The Board of Commissioners, at their meeting on March 21, 2018 (Item #18-0221) approved the provision of 800MHz Radio System Access with the City of South Fulton.

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF  
800 MHz RADIO SYSTEM ACCESS  
BETWEEN  
FULTON COUNTY, GEORGIA and  
THE CITY of SOUTH FULTON, GEORGIA**

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THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), by and between Fulton County, Georgia (hereinafter “County”), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of South Fulton, Georgia (hereinafter “City”), a municipality of the State of Georgia, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**RECITALS**

Whereas the County is the sole owner and operator of an APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter “the County System”); and

Whereas numerous County departments, including the Police, Sheriff, Marshal, Fire Department, Public Works, General Services Administration, School Police and National Park Services are presently users on the System; and

Whereas it is desirable to have a unified system to include entities on the System who affect and further the goal of protecting the citizens of Fulton County’s health, safety, and welfare; and

Whereas User is a governmental authority located within Fulton County and provides public safety services to the citizens of the City of South Fulton in Fulton County; and

Whereas User therefore affects and furthers the goal of protecting the health, safety, and welfare of the citizens of the County;

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the County hereby grants to User a revocable license to use 710 radio units on the County’s System for the period from October 1, 2021 and ending September 30, 2022, with three (3) renewal options ending September 30, 2024. User’s license may be revoked only for good cause and only after User has had an opportunity to show cause why its license should not be revoked before the Board constituted for such purpose as set out in Paragraph Six (6). Such license is not intended to and does not grant to User any property interest in the County System. Additionally, either party is free to withdraw from this Agreement for any reason and at no cost to each respective party upon sixty (60) days written notice to the other party. This agreement may be renewed by mutual agreement approved by both governing bodies. The parties will meet on or before September 1, 2024 to review service under this Agreement and consider proposed modifications of the term. Any such proposed change is subject to consideration and approval of the Board of Commissioners and City Council.

### **User Agrees To:**

- (1) Limit the number of all subscriber units, including but not limited to mobile, portable, and console to 710. User may request additional units by making formal application with supporting documentation of need to the Director of the Department of Emergency Services 911 or his/her designee. The application for additional units shall be reviewed and approved or denied by the Director or his/her designee. The Director or his/her designee, in reviewing an application, will take into account system loading, air time usage, number of system busies, and will make a decision based on maintaining the efficiency of the County's System for all users. All requests for additional units shall be made at least sixty (60) days prior to the beginning of the County's fiscal year (January 1). In extraordinary cases, additional units may be requested and added after such time and the cost of those additions shall be calculated on a pro rata basis of the original fiscal year contribution. Any application denied may be appealed to the Board constituted for such purposes as set out in Paragraph Six (6) hereinafter. User is absolutely prohibited from selling, assigning or otherwise transferring its license to use the County System, in whole or in part, to any other person or entity;
- (2) Be solely responsible for purchasing and maintaining all equipment necessary to be a user on the County System. All subscriber units must be approved by type by the County. A conforming product list is available from the Department of Emergency Services 911 and will be updated from time to time. Products not listed will not be accepted. All maintenance performed on User's units must be certified by a Motorola certified technician, or otherwise consented to in writing by the Director of Emergency Services 911;
- (3) Comply with Motorola Software security constraints;
- (4) Have any of its devices, equipment, or subscriber units, which cause any problems on the County System immediately taken out of service and repaired by User. User shall be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment, or unit;
- (5) Guarantee that all persons who will be operating subscriber units are adequately trained in the use of such units;
- (6) Guarantee that its employees who are trained and authorized to use the System do so in compliance with federal, state, and county laws, codes, regulations and ordinances, as well as this Agreement. Alleged violations of any applicable law, code, regulation, ordinance, or this agreement will be reviewed by the Director or his/her designee. Upon finding a violation has occurred, the Director or his/her designee, in his/her discretion may require the User to remove a unit(s) from the System, place the User on probation for a certain period of time not to exceed six (6) months, and/or take other reasonable action. Persistent violations or misuse of the County System may result in User being removed entirely from the County System after User has had an opportunity to show cause why its license should not be revoked before the Board as set out below. Any action taken by the Director or his designee may be appealed to the Board constituted for such



purposes, said Board to be comprised of the Director of the Department of Emergency Services 911, the Chief of the Fulton County Police Department, the Fulton County Sheriff's Office, and Fulton County Marshal Department. Any adverse decision of this Board shall be appealed to the Fulton County Board of Commissioners, and their decision shall be final. All direct and indirect expenses arising out of violations or misuse by User and its employees and agents shall be borne by User. Additionally, User shall be responsible, at the request of the County, for responding to or assisting the County in responding to any correspondence or complaint received by the County from state or federal regulatory agencies involving User's units;

(7) Restrict its use of the County System to legitimate business-related purposes of the User. The County System shall not be used to conduct personal or unrelated business, except that which is incidental and occasional;

(8) Comply with any and all mandate(s) issued by authorized regulatory agencies. If subsequent to this agreement being entered into, technical or other changes are mandated by a regulatory agency, User will have the opportunity to remain on the County System if User is able to timely comply with the mandate(s). The County will in no way be responsible for bringing User into compliance with the mandate(s) or be responsible for any direct or indirect, tangible or intangible costs, damages, or losses incurred due to the mandates. Notwithstanding the foregoing, User agrees that should the County decide to comply with the mandate(s) in a time period that is shorter than required by the regulatory agency, User agrees to comply within that shorter time period so long as the County provides User at least two (2) years prior notice. If User is unable to comply with the mandate(s) within the applicable time allowed (either by a regulatory agency or the County), User agrees it shall be removed in whole or in part from the County System;

(9) Comply within one (1) year of receipt of notice from the County with any voluntary upgrades to User's equipment that are required due to upgrades or changes to the County System, including a change in vendor. The County will have the sole discretion to update or change the County System. The County will not be responsible for any expenditure, losses, or other claims caused by or attributable to such voluntary upgrades and/or changes to the County System;

(10) Remit to the County in a timely fashion its pro rata share of the estimated cost of the actual annual maintenance cost of the County System. The amount to be paid by User will be calculated based on the number of units accessible to User. If additional units are added within a fiscal year, the cost of the use of those units shall be calculated on a pro rata basis of the original fiscal year contribution. The Fulton County Department of Emergency Services 911 will invoice the User at least thirty (30) days prior to the due date. Due date shall be annually and payments payable on January 1~ of each year; and, the first payment under this contract shall be due and payable within 30 days of agreement execution for the remaining months within the calendar year. A late payment penalty, of ten percent (10%), will apply on all payments not received by the due date. Interest will also accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent. The monies received will be placed in a restricted designated fund and managed by the County Finance Department. All monies in the account will be expended exclusively for maintenance, and/or upgrade of the County System. The Board of Commissioners of Fulton County shall have the sole authority to authorize any expenditure from the account. In the event

the County System is replaced during the term of this agreement and in the event the cost of such replacement is less than the amount contained in the designated fund, User's pro rata portion of the amount remaining in the fund will be reimbursed. If there is no replacement of the County System during the term of this agreement, User shall receive no reimbursement or pay any additional assessment. The pro rata share for years 2021 and 2022 is \$371 times the number of radio units 710, equals annual cost of \$263,410.00. The pro rata share for years 2023 and 2024 will increase by approximately 6% to \$393 times the number of radio units 710 equals annual cost of \$279,030.00.

(11) Abide by any reasonable rules and regulations promulgated by the County regarding the use of the County System. The User shall have the right to review the rules and regulations prior to their adoption and to make suggested changes if any rules or regulations present a conflict with the reasonable operation of the User System. Changes or exceptions to the rules or regulations will voluntarily be made by the County upon a showing by the User of such a conflict.

**The County Agrees To:**

- (1) Maintain and support the core of the County System;
- (2) Use best efforts to answer questions and facilitate use of the County System by User;
- (3) Comply with federal, state, and county rules;
- (4) Give adequate notification to User of violations, service interruption, and intent to remove units from operation on the County System; and
- (5) Provide User one (1) year prior notice to any voluntary upgrades or early compliance with mandates to the County System that will affect User.

**TERMINATION AND DEFAULT REMEDIES:**

In the event that either party shall default on its obligations under this Agreement, including but not limited to failure to remit payment for license use or failure to provide access to the 800 MHz system, the other party may provide the breaching party with a written notice of default specifying the basis for the default and advising the defaulting party of the time frame to cure the default. All defaults shall be cured within a (30) day time period. The non-defaulting party may grant the defaulting party additional time to cure the default. Subject to the provisions of this Agreement, the non-defaulting party may elect to terminate the Agreement if the default is not remedied in the agreed upon cure period. The County and User reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

Either party may terminate this Agreement for its convenience at any time upon sixty (60) days written notice to the other party. If the County terminates, the City of South Fulton shall be entitled to receive reimbursement for fees received for services beyond the 60 days. If the city terminates, the County shall be entitled to termination fees prorated for 180 days.

## **AMENDMENTS:**

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

## **NOTICES:**

All notices shall be given by first class mail except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notice shall be addressed to the parties at the following addresses:

If to the County:

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

With a copy to:

Kaye Burwell, Interim County Attorney  
141 Pryor Street, SW,  
Suite 4038  
Atlanta, Georgia 30303  
404-612-0251  
404-730-6324 (facsimile)

If to the City:

Tammi Saddler Jones, City Manager  
City of South Fulton  
5440 Fulton Industrial Blvd SW  
Atlanta, GA 30336  
470-809-7700

With a copy to:

City Attorney  
City of South Fulton

## **NON-ASSIGNABILITY**

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

**ENTIRE AGREEMENT:**

The County and User acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.

**SEVERABILITY:**

If any provision of this Agreement is held as a matter of law to be unenforceable or unconscionable, the remainder of this Agreement shall be enforceable without such provision.

**GOVERNING LAW AND VENUE:**

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

**EFFECTIVE DATE:**

This Agreement shall become effective upon its adoption by both governing authorities of the City and County or October 1, 2021, whichever is later.

**WHEREFORE**, the parties having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals

**FULTON COUNTY, GEORGIA**

**ATTEST:**

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

\_\_\_\_\_  
Tonya R. Grier, Clerk (SEAL)  
Clerk to the Commission

**APPROVED AS TO FORM:**

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
Kaye Burwell, Interim  
County Attorney

\_\_\_\_\_  
Chris Sweigart, Director  
Department of Emergency Services 911

**CITY OF SOUTH FULTON, GEORGIA**

**ATTEST:**

\_\_\_\_\_  
Mayor  
City of South Fulton

\_\_\_\_\_  
Municipal Clerk (SEAL)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 21-0686

**Meeting Date:** 9/15/2021

### Department

Emergency Services

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

Request approval of an Intergovernmental Agreement between Fulton County and the City of South Fulton for the provision of 9-1-1 Emergency Communications Services effective October 1, 2021, through September 30, 2022, with three (3) automatic renewals commencing on October 1 of each successive year, ending September 30, 2024, with an annual subsidy of \$1,650,000.00.

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

O.C.G.A § 36-10-1 requires any contract entered into by the County shall be forwarded to the Board of Commissioners for approval.

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

Justice and Safety

### Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

### Is this a purchasing item?

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.)*

Request approval to enter into an Intergovernmental Agreement (IGA) with the City of South Fulton, a municipality of the State of Georgia, for the provision of 9-1-1 Emergency Communications Services to provide the vital and necessary communications link between the City of South Fulton citizens and the Fulton County Department of Emergency Services-911 through use of the County's consolidated 911 call reception and radio dispatching of requests of public safety services. The County and the City desire to enter into a new Intergovernmental Agreement (the "911 IGA") for the County to provide

a public safety answering point within the boundaries of the City.

The 911 IGA establishes the cost of Enhanced 9-1-1 Emergency call reception and public safety radio dispatch services to be provided by the County to the City. The County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions. The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in two (2) 12-hour shifts each day from which the services contemplated under this Agreement will be rendered.

The County is entitled to impose and retain a monthly 911 charge upon each wired and wireless telephone subscriber served by the County's 911 service as provided by O.C.G.A § 46-5-134. Additionally, The County is entitled to impose and retain an annual subsidy from the City in the amount of \$1,650,000.

The Board of Commissioners, at their meeting on March 21, 2018, (Item #18-0220), approved the provision of 9-1-1 Emergency Communications Services with the City of South Fulton.



**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF  
911 EMERGENCY COMMUNICATION SERVICES  
BETWEEN  
FULTON COUNTY, GEORGIA and  
THE CITY OF SOUTH FULTON, GEORGIA**

---

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), by and between Fulton County, Georgia (hereinafter “County”), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of South Fulton, Georgia (hereinafter “City”), a municipality of the State of Georgia, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

WITNESSETH:

**WHEREAS**, the Fulton County Board of Commissioners has previously entered into the Agreement with the City to provide use of the Fulton County Radio Communications System for a period of three(3) years; and

**WHEREAS**, the Georgia Constitution, ARTICLE IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other’s boundaries except by Intergovernmental Agreement; and

**WHEREAS**, the County and the City desire to enter into a new Intergovernmental Agreement (the “911 IGA”) for the County to provide a public safety answering point within the boundaries of the City for a term of twelve (12) months, from October 1, 2021 through and including September 30, 2022 with three (3) automatic renewals commencing on October 1 of each successive year; and

**WHEREAS**, the 911 IGA establishes the cost of Enhanced 911 Emergency call reception and public safety radio dispatch services to be provided by the County to the City pursuant to this Agreement; and

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

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

**ARTICLE 1**

## PURPOSE AND INTENT

- 1.1 The purpose of this Agreement is to provide the vital and necessary communications link between the City of South Fulton citizens and the Fulton County Department of Emergency Services-911 through use of the County's consolidated 911 call reception and radio dispatching of requests of public safety services for a term of twelve (12) months from October 1, 2021 at 0000 hours and concluding at 2400 hours on September 30, 2022 with three (3) automatic renewals commencing on October 1 of each successive year. This Agreement shall terminate at 2400 hours on September 30, 2024.
- 1.2 Fulton County therefore agrees to provide the City of South Fulton with courteous, efficient, and accessible E911 and public safety radio dispatch services to requests for assistance from citizens involving emergencies, non-emergencies, and response to natural and man-made disasters, for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

## ARTICLE 2

### DEFINITIONS

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

- 2.1 ***Call for Service*** means a request received from the public through the County's public safety answering point, Enhanced 911 system, requiring emergency or non-emergency Police Department, Fire Department, or Ambulance pre-hospital care response or assistance in response to natural and man-made incidents.
- 2.2 ***Communications Officer*** means any employee of the Fulton County Department of Emergency Services 911, who has successfully completed the basic training course required by O.C.G.A. § 35- 8- 23, to receive, process, or transmit public safety information and dispatch law enforcement officers, firefighters, medical personnel, or emergency management personnel.
- 2.3 ***Contract Administrators*** means the Director of the Fulton County Department of Emergency Services-911, or the designee of such Director for the COUNTY, and the City Administrator, or the designee of such Administrator of the CITY. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the Administration of the Agreement, as contrasted with matters of policy, all parties may rely on the instructions and determinations made by the

Contract Administrators; provided, however, that such instructions and determinations do not increase the obligations of the COUNTY or the CITY hereunder.

- 2.4 ***Emergency Communications Services*** means the receipt of incoming calls for service through the enhanced 911 telephone system for emergency and non-emergency requests for medical, police, fire, and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police between citizens and Fulton County Department of Emergency Services 911 through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The Countywide APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter “County 800 MHz Radio System”) is the primary method of dispatching calls for service to field units and private ambulance services.
- 2.5 ***Emergency Services 911 (“Department”)*** means that unit of Fulton County Government responsible for emergency communications services, including answering all telephone 911 calls for emergency service and dispatching police, fire and medical services to the proper locations. The Department also maintains the County APCO P25 Phase 2 Digital 800 MHz radio system to ensure the vital communications link between the citizens and the delivery of service by the appropriate agency is not interrupted.
- 2.6 ***Emergency Medical Priority Dispatch System*** means that system employed by Fulton County to process medical calls and provide callers with pre-arrival instructions.
- 2.7 ***Enhanced 911 Emergency Telephone Number System*** means that system which provides County Emergency Communications personnel the telephone number, name, and address of the telephone subscriber, and other pertinent information on any 911 calls placed within Fulton County.
- 2.8 ***Fire Department*** means the City of South Fulton Fire/EMS Department.
- 2.9 ***Police Department*** means the City of South Fulton Police Department.
- 2.10 ***Public Safety Answering Point (“PSAP”)*** means an emergency communications dispatch operation, responsible for answering all telephone 911 calls, employing technologies such as trunked radio, Enhanced 911, Computer Aided Dispatch (“CAD”) and Mobile Data.
- 2.11 ***Staffing Levels*** means the availability of communications officers to handle calls for service from the City of South Fulton. Specific positions or individuals cannot be identified inasmuch as the number of dispatchers is based on call volume and

incoming calls for service are processed by the first available call taker regardless of where the call originates, which is intended to reflect that same level being provided to the area by operation of the County budget.

### **ARTICLE 3**

#### **TERM OF AGREEMENT**

The initial term of this Agreement is for twelve (12) months, from October 1, 2021 at 0000 hours and concluding September 30, 2022 with three (3) automatic renewals commencing on October 1 of each successive year. This Agreement shall terminate at 2400 hours on September 30, 2024. At the conclusion of the last term (2400 hours on September 30, 2024), the City will be solely responsible for providing all public safety answering point services within City boundaries, unless extended by mutual agreement approved by both governing bodies. The parties will meet on or before September 1, 2024 to review service under this Agreement and consider proposed modifications of the term. Any such proposal change is subject to consideration and approval of the Fulton County Board of Commissioners and the City of South Fulton Council.

The parties agree that the City may, at any time, upon sixty (60) days notice to the County, terminate this Agreement upon its determination that it wishes to provide its own emergency communications services or provide emergency communications services by other means.

### **ARTICLE 4**

#### **COMPENSATION AND CONSIDERATION**

- 4.1 For the emergency communications services to be rendered pursuant to this Agreement, based upon the call volume described herein below in sub-paragraph 5.4, the County is entitled to impose and retain a monthly 911 charge upon each wired and wireless telephone subscriber served by the County's 911 service, as provided by O.C.G.A. § 46- 5- 134. Additionally, the County is entitled to impose and retain an annual subsidy from the City in the amount of **\$1,650,000**. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for 911 access and services performed during the term hereof as it relates to calls originating from within the City of South Fulton.
- 4.2 The County agrees to provide an invoice representing the full amount of the subsidy owed by the City for the term of this Agreement and subsequent invoices for any renewals of the Agreement within thirty (30) days of the execution of the Agreement or each renewal of the Agreement as applicable. The City agrees to promptly remit full payment of the invoiced amount within thirty (30) days of receipt of the invoice from the County. A late payment penalty will accrue at the

rate of one percent (1%) per month or part thereof for any payment that is delinquent.

## **ARTICLE 5**

### **EMERGENCY COMMUNICATIONS SERVICES**

- 5.1 The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in two (2) 12-hour shifts each day from which the services contemplated under this Agreement will be rendered. The Communications Officers receive citizens' requests for service, process those requests, dispatch emergency units as appropriate, and monitor Police, Fire, and EMS activities. The Emergency Medical Priority Dispatch System is employed to process medical calls and provide callers with pre-arrival instructions.
- 5.2 Based upon the volume of calls originating from within the City of South Fulton, provisions of emergency communications services provided by communications officers shall be as furnished in the positions of call takers, dispatchers, and supervisors during day and morning shifts and may be modified by the Director of Fulton County Department of Emergency Services-911 from time to time as needs arise. These staffing positions represent the global level necessary for a complete 24-hour period in Fulton County.
- 5.3 The Director of Fulton County Department of Emergency Services 911 may utilize overtime to fill temporary vacancies caused by, but not limited to: sick or annual leave issues, temporary disability, relief of duty, and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsible of the County.
- 5.4 The nature of the wide-ranging (both emergency and non-emergency), continuous and multitudinous nature of the calls received by a large metropolitan Public Safety Answering Point (PSAP) like the Fulton County Department of Emergency Services 911, makes it difficult to assign an "average call answer time." However, it is the objective of the Department to respond, on average, to 911 calls emanating from the City of South Fulton with an average ten (10) second call answer time for emergency calls for service 90% of the time. Exceptions would be unpredictable system overload, declared disaster, or disruption in voice or data transmission.

## **ARTICLE 6**

### **EQUIPMENT**

The County shall furnish and maintain in good working condition for the benefit of the City, all necessary 800 MHz digital radio emergency communication facilities and

equipment necessary and proper for the purpose of performing the services, duties, and responsibilities described in this Agreement.

## **ARTICLE 7**

### **EMPLOYMENT STATUS**

- 7.1 All emergency communications officers, as well as any other Fulton County personnel assigned under this Agreement, are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All emergency communications employees will continue to report under the management structure established in the Fulton County Department of Emergency Services 911.
- 7.2 In the event the City Administrator becomes dissatisfied with the performance of any sworn or civilian personnel performing emergency communications services on behalf of the City, the City Administrator shall discuss the concerns with the Director of the Fulton County Department of Emergency Services 911.
- 7.3 Fulton County Department of Emergency Services 911 employees will not be specifically assigned as call takers for the City of South Fulton, because the County operates a consolidated center, the E911 telephone equipment routes calls from anywhere in the County to the first available call taker. Any other method of staff deployment would reduce the service level and adversely impact all citizens of Fulton County, including the City of South Fulton. Accordingly, the number of employees needed by call volume from South Fulton has been estimated, but not assigned to specific employees.

## **ARTICLE 8**

### **RECORDKEEPING AND REPORTING**

- 8.1 The Police and Fire Department Records Sections are the central repository for all police and fire department records and are available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*
- 8.2 The Director of the Fulton County Department of Emergency Services 911 shall prepare and deliver monthly reports to the City Administrator. The reports shall describe the volume of 911 calls for service, identification of police, fire, or EMS, and answer speed for calls originating within the City of South Fulton.
- 8.3 Except as limited by provision of state or federal law, the City may request, review, and access data and County records, at a mutually agreed upon time and place, to ensure compliance with this Agreement.

## **ARTICLE 9**

### **ANCILLARY SERVICES**

- 9.1 The County must provide a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to the City pursuant to this Agreement, the consideration for which has been calculated as part of the payment provided in Article 4.
- 9.2 In addition to E911 reception and radio dispatch, ancillary services provided by the Department of Emergency Services 911 include technical operations, administration, quality assurance, training, and preparing and planning for, responding to, and recovering from emergencies or disasters.
- 9.3 During the operation of this Agreement, the County will continue to provide administrative services, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a public safety answering point.
- 9.4 During the term of this Agreement, the County will continue to administer the 911 Advisory Committee as required by O.C.G.A. § 46-5-136. The City of South Fulton will be required to participate in committee meetings, as well as utilize the committee for the City's compliance with the requirements as provided for within state law.

## **ARTICLE 10**

### **CITY- COUNTY RELATIONS**

- 10.1 The Director of the Fulton County Department of Emergency Services 911, or his/her designee, will notify the County Manager and City Administrator in the event of a significant emergency communications or emergency management situation within the City. The Director of the Fulton County Department of Emergency Services 911 and the City Administrator shall designate the kinds of incidents that are to be considered "significant" by a memorandum. In the event no memorandum is executed, the City Administrator shall be notified consistent with the notification by the Fulton County Department of Emergency Services 911 to the County Manager.
- 10.2 At the request of the City Administrator, the Director of the Fulton County Department of Emergency Services 911 or that official's designee shall be available to attend City Council meetings on an "as needed" basis.

- 10.3 The County shall be the sole provider of public safety answering point services during the operation of this Agreement.

## **ARTICLE 11**

### **TRANSITION**

- 11.1 In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to a municipal public safety answering point and to maintain the same high quality of 911 and emergency medical response provided by this Agreement for the residents, businesses, and visitors of the City.
- 11.2 The Director of the Fulton County Department of Emergency Services 911 or his/her designee shall present a summary report to the City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to the City's PSAP.
- 11.3 The County and the City agree that ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager will meet and confer to effect a smooth transition.

## **ARTICLE 12**

### **INDEMNIFICATION**

- 12.1 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. §46-5-131. Only to the extent permitted by law and in the event O.C.G.A. §46-5-131 is deemed inapplicable, shall the City defend, indemnify, and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers, and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.
- 12.2 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.



## **ARTICLE 13**

### **EVENT OF DEFAULT**

- 13.1 An event of default shall mean a material breach of this Agreement by the County as follows:
- 13.1.1 The County repeatedly disregards local priorities established by the City Administrator which the County is required to observe by the Agreement and which have been communicated in writing by action of the City Council to the County on more than one occasion.
  - 13.1.2 The County does not maintain sufficient personnel in the Department of Emergency Services 911 to handle the volume of 911 calls as required by Article 5.
  - 13.1.3 The County consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by action of the City Council to the County on more than one occasion.
- 13.2 An event of default shall mean a material breach of this Agreement by the City as follows:
- 13.2.1 Failure of the City to establish specific objectives, written and attainable local priorities for local emergency communication services activities and transmit the same to the Director of the Fulton County Department of Emergency Services 911.
  - 13.2.2 Failure of the City to remit timely payment of any subsidy amount payable pursuant to Article 4 of this Agreement.

## **ARTICLE 14**

### **TERMINATION AND REMEDIES**

- 14.1 The City or the County may terminate this Agreement only for an event of default, or as outlined in Article 3, Term of Agreement, unless the default is cured as provided in this Article.
- 14.2 If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with

diligence and continuity during the sixty (60) day period, or any longer period which the City prescribes.

- 14.3 If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period (30 days for payments) or any longer period which the County prescribes.
- 14.4 In the event that either party breaches a material term of condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.
- 14.5 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

## **ARTICLE 15**

### **AMENDMENTS**

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

## **ARTICLE 16**

### **NOTICES**

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

If to the County:

Richard "Dick" Anderson, County Manager  
141 Pryor Street, SW,  
Suite 1000  
Atlanta, Georgia 30303

404-612-8335  
404-612-0350 (facsimile)

With a copy to:

Kaye Burwell, Interim County Attorney  
141 Pryor Street, SW,  
Suite 4038  
Atlanta, Georgia 30303  
404-612-0251  
404-730-6324 (facsimile)

If to the City:

Tammi Saddler Jones, City Manager  
City of South Fulton  
5440 Fulton Industrial Blvd SW  
Atlanta, GA 30336  
470-809-7700

With a copy to:

City Attorney  
City of South Fulton

## **ARTICLE 17**

### **NON- ASSIGNABILITY**

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

## **ARTICLE 18**

### **ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

## **ARTICLE 19**

### **SEVERABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force

and effects as if the invalid provision or portion of the provision were not part of this Agreement.

## **ARTICLE 20**

### **BINDING EFFECT**

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

## **ARTICLE 21**

### **COUNTERPARTS**

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

**WHEREFORE**, the parties having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals

**FULTON COUNTY, GEORGIA**

**ATTEST:**

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

\_\_\_\_\_  
Tonya R. Grier, Clerk (SEAL)  
Clerk to the Commission

**APPROVED AS TO FORM:**

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
Kaye Burwell, Interim  
County Attorney

\_\_\_\_\_  
Chris Sweigart, Director  
Department of Emergency Services 911

**CITY OF SOUTH FULTON, GEORGIA**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk (Seal)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney





# Fulton County Board of Commissioners

## Agenda Item Summary

---

**Agenda Item No.:** 21-0689

**Meeting Date:** 9/15/2021

---

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

Presentation of Proclamations and Certificates

Proclamation recognizing "Workforce Development Month." **(Pitts/BOC)**

Proclamation recognizing "Atlanta Pride Weekend." **(Hall)**

Proclamation recognizing "Recovery Month 2021." **(Ellis)**

Proclamation recognizing "Minority Business Week." **(Arrington)**

Proclamation recognizing "National Hispanic Heritage Month." **(Abdur-Rahman)**

Proclamation recognizing "Stars of the Century: Niesha Dupree Appreciation Day."  
**(Abdur-Rahman)**

Proclamation recognizing "Stasha Sanchez Appreciation Day." **(Abdur-Rahman)**

Proclamation recognizing "LaQuana "LA Pink" Alexander Appreciation Day." **(Abdur-Rahman)**







# Fulton County Board of Commissioners

## Agenda Item Summary

---

**Agenda Item No.:** 21-0691

**Meeting Date:** 9/15/2021

---

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

Presentation and approval of additional personnel for the District Attorney's Office.





# Fulton County Board of Commissioners

## Agenda Item Summary

---

**Agenda Item No.:** 21-0692

**Meeting Date:** 9/15/2021

---

### Department

County Manager

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

Presentation of COVID-19 Operational Response Update.

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

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

Open and Responsible Government

### Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

**Is this a purchasing item?**

No





# Fulton County Board of Commissioners

## Agenda Item Summary

---

**Agenda Item No.:** 21-0693

**Meeting Date:** 9/15/2021

---

### Department

Purchasing & Contract Compliance

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

Request approval of a Resolution to extend emergency purchasing authority of the Chairman and County Manager for COVID-19 related purchases Budget Review.

### 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?

Yes

1     **A RESOLUTION TO EXTEND EMERGENCY PURCHASING AUTHORITY OF THE**  
2     **CHAIRMAN AND COUNTY MANAGER FOR COVID-19 RELATED PURCHASES;**  
3     **AND FOR OTHER PURPOSES**  
4

5             **WHEREAS**, beginning in March 2020, Fulton County, Georgia has been impacted  
6 by the threat and spread of a novel coronavirus known as SARS-CoV-2 (COVID-19); and

7             **WHEREAS**, on March 13, 2020, to control the spread of the virus, President  
8 Donald Trump issued a “Proclamation on Declaring a National Emergency Concerning  
9 the Novel Coronavirus Disease (COVID-19) Outbreak”; and

10            **WHEREAS**, on March 14, 2020, Georgia Governor Brian Kemp, by Executive  
11 Order 03.14.20.01, declared a public health emergency in the State of Georgia by  
12 Executive Order, including the area encompassing Fulton County to assist health and  
13 emergency management officials across Georgia by deploying all available resources for  
14 mitigation and treatment of COVID-19; and

15            **WHEREAS**, Georgia Governor Brian Kemp’s Executive Order 03.14.20.01, which  
16 was extended every thirty (30) days by the governor, expired on July 1, 2021; and

17            **WHEREAS**, on June 30, 2021, Georgia Governor Brian Kemp, by Executive Order  
18 6.30.21.01, declared that the State of Georgia is experiencing an ongoing public  
19 emergency due to the impacts of COVID-19 on the economy, supply chain, and  
20 healthcare infrastructure, and declared a state of emergency for continued COVID-19  
21 recovery in the State of Georgia, which includes the area encompassing Fulton County;  
22 and

23            **WHEREAS**, the public health emergency caused by the spread, and potential  
24 spread, of COVID-19 has negatively impacted Fulton County’s public health, supply  
25 chain, and healthcare infrastructure; and

1       **WHEREAS**, on March 18, 2020, the Board of Commissioners (“BOC”) passed  
2 Resolution No. 20-0237 declaring authorization for the Chairman and the County  
3 Manager to execute any documents, including but not limited to contracts, memoranda  
4 of understanding or declarations necessary to ensure the maintenance of critical  
5 governmental functions during the pandemic; and

6       **WHEREAS**, this authority granted to the Chairman and County Manager, as  
7 extended, expires on October 4, 2021; and

8       **WHEREAS**, the BOC wishes to continue the authorization granted to the County  
9 Manager and Chairman to make COVID-19 related emergency purchases from any  
10 funding the County has received, to include from Federal Emergency Management  
11 Agency (FEMA) through the Robert T. Stafford Disaster Relief and Emergency  
12 Assistance Act (Stafford Act) (42 U.S.C §§ 5121-5207), Consolidated Appropriations Act  
13 (H.R. 133, 116th Cong. (2020)), Emergency Rental Assistance Program (15 U.S.C. §  
14 9058c), Coronavirus Aid, Relief and Economic Security Act (C.A.R.E.S Act) (Pub. Law  
15 116-136, March 27, 2020, 15 U.S.C. § 9001 et seq.), and American Rescue Plan Act (  
16 H.R. 1319, 117th Cong. (2021)) using the same process that was put into place to handle  
17 C.A.R.E.S. Act funded projects consistent with Fulton County Code of Ordinances § 102-  
18 385.

19       **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby  
20 extends the time period of COVID-19 related emergency purchasing authority to the  
21 County Manager and Chairman until November 3, 2021.

22       **BE IT FURTHER RESOLVED**, that the Chairman or the County Manager are  
23 hereby authorized to execute any documents, including but not limited to contracts,

1 memoranda of understanding or declarations necessary to ensure the maintenance of  
2 critical governmental functions.

3 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon  
4 adoption and shall continue until further notice.

5 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County, this  
6 \_\_\_\_ day of \_\_\_\_\_, 2021.

7 **FULTON COUNTY BOARD OF**  
8 **COMMISSIONERS**

9 **SPONSORED BY:**

10  
11  
12  
13 \_\_\_\_\_  
14 Chairman Robert L. Pitts  
15

16 **ATTEST:**

17  
18  
19  
20  
21 \_\_\_\_\_  
22 Tonya R. Grier  
23 Clerk to the Commission  
24

25 **APPROVED AS TO FORM:**

26  
27  
28  
29 \_\_\_\_\_  
30 Kaye Woodard Burwell  
31 Interim County Attorney  
32  
33  
34  
35  
36  
37







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0694

**Meeting Date:** 9/15/2021

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

Request ratification of emergency procurement - County Manager, Countywide Emergency Procurements.

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

In accordance with Purchasing Code Section 102-385, when the County Manager has approved an emergency procurement, the item shall be forwarded to the Board of Commissioners for ratification.

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

Open and Responsible Government

**Is this a purchasing item?**

Yes

**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:** Attached is a list of emergency procurements for the County for the period 8/25/2021 through 9/8/2021.

**Contract Modification**

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

Not Applicable

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

Exhibit 1: List of County Emergency Procurements

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

Matthew Kallmyer, Dir, Atlanta-Fulton County Emergency Management Agency, (404) 612-5660

Pamela Roshell, PhD, Deputy COO, Health & Human Services, (404) 612-1243

Joseph Davis, Director, DREAM (404) 612-3772

**Contract Attached**

No

**Previous Contracts**

No

**Total Contract Value**

Original Approved Amount: 0.00

Previous Adjustments: 0.00

This Request: 0.00

TOTAL: 0.00

**Grant Information Summary**

Amount Requested: 0.00

Match Required: 0.00

Start Date: 0.00

End Date: 0.00

Match Account \$: 0.00

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

**Fiscal Impact / Funding Source**

Funding line to be identified at time of request by Finance Department

FULTON COUNTY EMERGENCY PROCUREMENTS 8/25/2021 - 9/8/2021						
EMERGENCY EXPENDITURE RESERVE FUND						
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
8/25/2021	Emergency plumbing repairs for 4700 N. Point Parkway due to public health operations	DREAM	Legwork Plumbing Solutions, Inc.	FBE	EERF	\$43,637.29
8/25/2021	Emergency service and repair of antiquated HVAC System at 4700 N. Point Parkway due to public health operations	DREAM	Mechanical Services, Inc.	FBE	EERF	\$38,865.32
8/30/2021	Battery supplies for 4700 N. Point Parkway	AFCEMA	High Voltage, LLC	Majority	EERF	\$1,399.40
9/1/2021	Cellular services for AFCEMA tablets Outreach Teams (COVID-19)	AFCEMA	Verizon Wireless Services, LLC	Majority	EERF	\$11,570.07
			<b>TOTAL</b>			<b>\$95,472.08</b>

EMERGENCY RENTAL ASSISTANCE PROGRAM						
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
	No Report for this period					
			<b>TOTAL</b>			<b>\$0.00</b>

FEMA						
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
8/31/2021	To extend and amend the subject contract for additional services for EMSI to provide incident management assistance and support for 2021 that include functions that are categorized under operations, planning, financial and logistics support for the Fulton County vaccination program at Area Command and to support a vaccine program that will leverage the resources of the County and the Fulton County Board of Health to distribute and dispense the County's vaccine allotment in a safe, fair and expedient manner through 12/31/2021	AFCEMA	Emergency Management Service International, Inc.	MBE	FEMA	\$828,456.60
			<b>TOTAL</b>			<b>\$828,456.60</b>

AMERICAN RESCUE PLAN						
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
9/3/2021	To support the delivery of essential community services relating to food insecurity and other economic assistance to Fulton County residents, 2nd half	Community Development	Dillion's Catering	MBE	ARP	\$12,543.84
9/3/2021	To support the delivery of essential community services relating to food insecurity and other economic assistance to Fulton County residents, 2nd half	Community Development	Sandtown Pub	MBE	ARP	\$29,260.00
			<b>TOTAL</b>			<b>\$41,803.84</b>

<b>Certified Firms</b>	<b>\$952,763.05</b>	<b>98.66%</b>
<b>GRAND TOTAL</b>	<b>\$965,732.52</b>	

<b>TOTAL SPEND 2021</b>	<b>\$26,507,026.90</b>	
<b>TOTAL PARTICIPATION SPEND 2021</b>	<b>\$10,909,887.60</b>	<b>41.16%</b>

## **Funding Source Legend**

<b>EERF</b>	<b>Emergency Expenditure Reserve Fund</b>
<b>FEMA Reimb</b>	<b>FEMA Reimbursement</b>
<b>ERAP</b>	<b>Emergency Rental Assistance</b>
<b>ARP</b>	<b>American Rescue Plan</b>

## **Certification Classification Legend**

<b>DBE</b>	<b>Disadvantage Business Enterprise</b>
<b>FBE</b>	<b>Female Business Enterprise</b>
<b>MBE</b>	<b>Minority Business Enterprise</b>
<b>SBE</b>	<b>Small Business Enterprise</b>
<b>SDVBE</b>	<b>Services Disable Veteran Business Enterprise</b>







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0695

**Meeting Date:** 9/15/2021

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### Department

Finance

### Requested Action

Presentation, review and approval of September 15, 2021 Budget Soundings

### Requirement for Board Action

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

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

Open and Responsible Government

### Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

### Is this a purchasing item?

No

### Summary & Background

The September 15, 2021 Soundings request is submitted for your review and approval. Below is a brief summary of each request and related justification.

### **STRATEGIC PRIORITY AREA: OPEN AND RESPONSIBLE GOVERNMENT**

- **Modify the 2021 Annual Hardware and Software Maintenance and Support List - (PAGE 3)**

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2021 Adopted Budget. The requested changes will be funded within the existing department's budget and will not result in any budget adjustments.

The Clerk of Superior and Magistrate Court requests an increase in spending authority for vendor Infax CourtSight, line#227. The increase in spending authority is necessary to manage and maintain the technical software support for an electronic board for the District Attorney to display the publication of public notices in the courthouse for public viewing. The annual invoice for 2021 is higher than the approved AML amount. No additional funding is being requested.

The Fulton Public Library requests an increase in spending authority for vendor Springshare, line#98. The increase in spending authority is necessary to provide licensing for shift scheduling for 300 plus employees during the Library reopening. No additional funding is being requested.

Annual Hardware and Software Maintenance and Support List - 2021								
Type	Vendor Name	Product Name	Description	User Agency	2021 AML Adopted Budget	Add'l Amt	Funding Source	Comments
Software	Infax CourtSight	Infax CourtSight Suite	Superior Court Monitors	Information Technology	\$5,500	\$1,540	Clerk of Superior & Magistrate Courts	Increase in spending authority to \$7,000

Type	Vendor Name	Product Name	Description	User Agency	2021 AML Adopted Budget	Add'l Amt	Funding Source	Comments
Software	Springshare	Springshare	Libstaffers	Fulton Public Library	\$2,499	\$1,501	Fulton Public Library	Increase in spending authority to \$4,000



# SEPTEMBER BUDGET SOUNDINGS

September 15, 2021

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**Presented**

**to the**

**Board of Commissioners**

**by the**

**Finance Department**

**SEPTEMBER 15, 2021 SOUNDINGS:**

Page #	Department Name & Agency Number	Amount	Amount
--------	---------------------------------	--------	--------

<b>Total Fund Impact</b>	<b>\$0</b>	<b>\$0</b>
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**GENERAL FUND**

**Strategic Priority Area: Open and Responsible Government**

**Action Required:**

Modify the 2021 Annual Hardware and Software Maintenance and Support List

Annual Hardware and Software Maintenance and Support List - 2021									
Item #	Type	Vendor Name	Product Name	Description	User Agency	Funding Source	2021 Projected Expenditure	Additional Amount	COMMENTS
227	Software	Infax CourtSight	Infax CourtSight Suite	Support for Court Monitors	Information Technology	Clerk of Superior and Magistrate Courts	\$5,500.00	\$1,540.00	Increase in spending authority to \$7,040
98	Software	Springshare	Springshare	Libstaffer	Fulton County Public Library	Fulton County Public Library	\$2,499.00	\$1,501.00	Increase in spending authority to \$4,000

**Purpose (Justification):**

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2021 Adopted Budget. The requested change will be funded within the existing department's budget and will not result in any budget adjustments

The Clerk of Superior and Magistrate Court requests an increase in spending authority for vendor Infax CourtSight, line#227. The increase in spending authority is necessary to manage and maintain the technical software support for an electronic board for the District Attorney to display the publication of public notices in the courthouse for public viewing. The annual invoice for 2021 is higher than the approved AMS amount. No addition funding is being requested.

Fulton County Public Library requests an increase in spending authority for vendor Springshare, line#98. The increase in spending authority is necessary to provide an increase in licensing for shift scheduling for 300 plus employees during the Library reopening. No additional funding is being requested.

**Included in Soundings per County Manager's direction.**





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0609

**Meeting Date:** 9/15/2021

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### Department

Finance

### Requested Action

Presentation, review and approval of August 18, 2021 Budget Soundings - Increase funding for the Registration and Elections Department by \$570,000.00 **(HELD ON 8/18/21)**

### Requirement for Board Action

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

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

Open and Responsible Government

### Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

### Is this a purchasing item?

No

### Summary & Background

The August 18, 2021 Soundings request is submitted for your review and approval. Below is a brief summary of each request and related justification.

### **GENERAL FUND:**

### **STRATEGIC PRIORITY AREA: OPEN AND RESPONSIBLE GOVERNMENT**

- **Increase funding for the Registration and Elections Department by \$570,000 (PAGE 3)**

BOC approval is requested to increase funding in the Registration and Elections Department's budget by \$570,000. This funding will be utilized for a request for proposal contract to provide a comprehensive business process review and assessment of voter registration and election operations within the Fulton County Registration and Elections Department. This will be funded from the soundings contingency.

***STRATEGIC PRIORITY AREA: JUSTICE AND SAFETY***

- **Increase funding for the Police Department by \$1,050,000 (PAGE 4)**

BOC approval is requested to increase funding to the Police Department's budget to satisfy additional security needs, including additional guard services, at the following locations that were reopened; Libraries, Senior Centers, FC Clubhouse (Behavioral Health), and the Public Safety entrance at the Government Center. This will be funded from the soundings contingency and transfer of funds from Non-Agency professional services.

***STRATEGIC PRIORITY AREA: JUSTICE AND SAFETY***

- **Modify the 2021 Annual Hardware and Software Maintenance and Support List - (PAGE 5)**

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2021 Adopted Budget. The requested changes will be funded within the existing department's budget and will not result in any budget adjustments.

The Police Department requests an increase in spending authority with the vendor Eagle Advantage Solutions line item #274, due to the purchase and installation of two new fingerprint machines. The new service maintenance agreement for the machines begins on 9/17/2021 through 9/16/2022. No additional funding is being requested.

<b>Annual Hardware and Software Maintenance and Support List - 2021</b>



Type	Vendor Name	Product Name	Description	User Agency	2021 AML Adopted Budget	Add'l Amt	Funding Source	Comments
Software	Eagle Advantage Solutions.	Intellibook Livescan	Intellibook Livescan, L425, LSID 4 Livescan St Connection Support	Police Department	\$5,865	\$6458	Police Department	Increase spending authority to \$12,323



# AUGUST BUDGET SOUNDINGS

August 18, 2021

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**Presented**

**to the**

**Board of Commissioners**

**by the**

**Finance Department**

**FULTON COUNTY, GEORGIA**  
**SUMMARY OF BUDGET SOUNDINGS FACT SHEET**  
**August 18 2021 Soundings - For Sep 1 (003)**

**GENERAL FUND:****AUGUST 18, 2021 SOUNDINGS:**

	<b>Contingency <u>Actions</u></b>	<b>Non-Contingency <u>Actions</u></b>
Beginning Contingency as of January 1, 2021:	\$1,000,000	\$0
Less April Soundings: 4/14/2021	(31,548)	\$0
Less April Soundings: 4/21/2021	0	\$0
Less May Soundings: 5/5/2021	0	\$0
Less May Soundings: 5/19/2021	0	\$0
Less June Soundings: 6/2/2021	0	\$0
Less June Soundings: 6/16/2021	0	\$0
Less July Soundings: 7/14/2021	0	\$0
Less August Soundings: 8/4/2021	(123,267)	\$0
Less August Soundings: 8/18/2021	(275,185)	\$0
Less August Soundings: 8/18/2021 - Held	(570,000)	\$0
Less September Soundings: 9/1/2021	0	\$0
Less September Soundings: 9/15/2021	0	\$0
Less October Soundings: 10/6/2021	0	\$0
Less October Soundings: 10/20/2021	0	\$0
Ending Contingency Balance:	<u>\$0</u>	<u>\$0</u>

Page #	Department Name & Agency Number	Amount	Amount
3	Registration and Elections	570,000	
3	Non-Agency Contingency	(570,000)	
	<b>Total Request from Contingency</b>	<b>\$0</b>	<b>\$0</b>
	<b>Total Fund Impact</b>	<b>\$0</b>	<b>\$0</b>

**GENERAL FUND**

**Strategic Priority Area: Open and Responsible Government**

**Action Required:**

Increase funding for the Registration and Elections Department by \$570,000

**Registration and Elections**

100-265-2651-1160	Professional Services	<b><u>Increase</u></b>	<b><u>Decrease</u></b>
		\$570,000	

**Non-Agency**

100-999-S999-1900	Soundings Contingency	<b><u>Increase</u></b>	<b><u>Decrease</u></b>
			\$570,000

**Purpose (Justification):**

BOC approval is requested to increase funding in the Registration and Elections Department's budget by \$570,000. This funding will be utilized for a request for proposal contract to provide a comprehensive business process review and assessment of voter registration and election operations within the Fulton County Registration and Elections Department.

Included in Soundings per County Manager's direction.
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# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 21-0611

**Meeting Date:** 9/15/2021

### Department

Registration & Elections

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

Request approval of a recommended proposal - Registrations and Elections, 21RFP060921C-MH, Business Process Review and Assessment of Registration and Elections Operations in the amount of \$569,750.00 with The Elections Group, LLC (Indian Head Park, IL) to conduct a comprehensive business process review and assessment of voter registration and elections operations for operational improvement and efficiencies for the Fulton County Registration and Elections Department. Effective upon issuance of the Notice to Proceed, all project deliverables are due no later than April 30, 2022. **(HELD ON 8/18/21)**

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

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

### Strategic Priority Area related to this item *(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 *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

**Scope of Work:** The assessment will include a review of business processes, statutes, ordinances, policies and procedures that govern Registration and Election operations within the State of Georgia, and an operations improvement and efficiency review. The review shall provide recommendations in order to address operational efficiencies and effectiveness as well as deficiencies.

The scope of the work will include the following:

- An assessment of overall election operations, which encompasses a review of elections preparation and planning processes
- Chain of custody
- Election logistics and equipment deployment
- Election equipment inventory and tracking
- Poll worker screening and recruitment
- Poll worker training, poll worker assignment
- Poll worker pay processes
- Early voting processes and staffing plan
- Election night check-in procedures
- Voter education program
- Organizational structure review, to include recommendations of necessary additions to staff levels
- Absentee ballot planning, processes and procedures
- Voter registration processes and procedures
- Standard operating procedures
- Impact of SB 202

**Community Impact:** Trust in the election process is paramount to the foundation of electing our leaders. Acceptance of election results depends upon transparency, trust and accountability. A business process review is an important step forward for opportunities for an institution to create an environment for stakeholders, voters, elected officials and candidates to return to a place in which acceptance of results is commonplace again. The review of processes, procedures and programs by an objective, reputable organization is an opportunity to learn, to improve as a unit and to increase efficiency outside of the political environment of misinformation and falsehoods that have proliferated and undermine the good work of civil servants. By making marked improvements from a quality Business Process Review, the community impact will be to increase confidence in much of the voter base as it also aids in restoring faith in the process in others that see room for improvement.

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

**Project Implications:** The implications of a successful Business Process Review will be to evaluate the department within the scope of work, recommend changes that need to be made in accordance with the law, as well as being in line with best practices nationwide and to work with staff to update, define, develop, and document standard operating procedures to create a department of model efficiency.

**Community Issues/Concerns:** Restoring confidence in the election process in segments of the society that are distrustful and increasing confidence amongst stakeholders and voters in supportive communities is important to ensuring that we have successful elections in the future. Successful, accountable and transparent elections will create communities and candidates that trust and accept the results.

**Department Issues/Concerns:** The department has improvements it can make in its processes, programs, and procedures. The SEB monitor noted shortcomings but made note that most were corrected by the January 2021 election. Much has been accomplished since 2021 began. A deputy director position was created and hired. An absentee division of six permanent staff was created, and candidates are being evaluated for hire. Three additional management positions have been created, posted and candidates are being evaluated for hire. Registration management has changed. Standard operating procedures are being updated and developed. An inventory system has been purchased to enable us to track equipment and deliver it more efficiently. Grant funds were expended to relieve Fulton County of the burden of paying for the increases in cost incurred from conducting elections during a pandemic and with the new voting system. Improvements have been made to the absentee by mail portal, which will create efficiencies of scale for processing absentee by mail ballots in elections with high volume. Software is being updated and new software is being added to the absentee by mail process to increase efficiency. A thorough audit has concluded to which the department has responded. After more than a year, Election Central has been identified and is before the BOC for consideration for a March 2022 move for the department. Despite the accomplishments, more can be done to improve performance in the department.

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

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

**Contract Value:** \$569,750.00  
**Prime Vendor:** The Elections Group, LLC  
**Prime Status:** White Female Business Enterprise-Non-certified  
**Location:** Indian Head Park, IL  
**County:** Cook County  
**Prime Value:** \$504,750.00 or 88.59%

**Subcontractor:** L. Gough and Associates, LLC  
**Subcontractor Status:** African American Male Business Enterprise-Non-Certified  
**Location:** Chicago, IL  
**County:** Cook County  
**Contract Value:** \$20,000.00 or 3.51%

**Subcontractor:** RSM Elections Solutions  
**Subcontractor Status:** Hispanic Male Business Enterprise-Non-certified  
**Location:** Washington, DC  
**County:** District of Columbia  
**Contract Value:** \$30,000.00 or 5.27%



**Subcontractor:** Natan Consultancy  
**Subcontractor Status:** Asian Female Business Enterprise-Non-certified  
**Location:** Austin, TX  
**County:** Travis County  
**Contract Value:** \$15,000.00 or 2.63%

**Total Contract Value:** \$569,750.00 or 100.00%  
**Total M/FBE Value:** \$569,750.00 or 100.00%

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

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Contractor Performance Memo

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

Richard L. Barron, Director, Registration & Elections

**Contract Attached**

No

**Previous Contracts**

No

**Total Contract Value**

Original Approved Amount:

Previous Adjustments:

This Request: \$569,750.00

TOTAL: \$569,750.00

**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:**

Funding is subject to approval of funds from the midyear budget sounding

**Key Contract Terms****Start Date:** Upon issuance  
of NTP**End Date:** 4/30/2022**Cost Adjustment:****Renewal/Extension Terms:** No  
renewal options**Overall Contractor Performance Rating:****Would you select/recommend this vendor again?**

Choose an item.

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



# FULTON COUNTY GOVERNMENT

## REGISTRATION AND ELECTIONS

### RFP BUSINESS PROCESS REVIEW AND ASSESSMENT



# BUSINESS PROCESS REVIEW AND ASSESSMENT

## BACKGROUND

The Office of the County Manager partnered with the Fulton County Board of Registration and Elections and the Department of Registration and Elections to provide administrative guidance and operational support for the 2020-2021 election cycle.

Following the conclusion of the election cycle, an internal post elections assessment was conducted and recommendations were made that would allow the department to realize sustained operational efficiencies. The internal assessment reflected a recommendation to procure consultant services for a departmental business process review of all voter registration and election activities.

## PURPOSE

To provide a comprehensive review of business processes, statutes, ordinances, policies and procedures that govern Registration and Election operations within the State of Georgia. The review shall provide recommendations which address operational efficiencies and effectiveness as well as deficiencies.

## GOALS

- To determine the effectiveness of the organizations operations in totality.
- To aid in modifying current standard operating procedures, and aiding in developing new SOPs that are in compliance with all state regulations and aligned with election best practices.
- To obtain recommendations for service delivery improvement along with implementation support.



# SCOPE OF WORK

THE SCOPE OF THE WORK WILL INCLUDE THE FOLLOWING:

- An assessment of overall election operations, which encompasses a review of elections preparation and planning processes
- Chain of custody
- Election logistics and equipment deployment
- Election equipment inventory and tracking
- Poll worker screening and recruitment
- Poll worker training, poll worker assignment
- Poll worker pay processes
- Early voting processes and staffing plan
- Election night check-in procedures
- Voter education program
- Organizational structure review, to include recommendations of necessary additions to staff levels
- Absentee ballot planning, processes and procedures
- Voter registration processes and procedures
- Standard operating procedures
- Impact of SB 202







## VENDOR SELECTION



### ABOUT THE ELECTIONS GROUP

The Elections Group is an elections consulting partnership founded by Jennifer Morrell and Noah Praetz that provides subject-matter expertise and materials to local, state and federal organizations.

The partners have 30 years of experience successfully running local election offices, transitioning to new election models and voting equipment, and advocating for policy change.

### APPROACH

The Elections Group takes a holistic approach to running successful elections, focusing on immediate, tangible improvements while developing a long-term plan to sustain success. They provide consultation, subject matter expertise, materials to include draft guidance documents curated through best practices, direct support and technology solutions.

### RECENT ELECTIONS PROJECTS

#### STATE OF CALIFORNIA

Assisted California's 58 Counties in implementing and executing vote by mail statewide.

#### LOS ANGELES COUNTY

Implemented recommendations identified by the independent third-party review in the following functional areas: vote center implementation, resource planning and management, poll worker training and contingency and continuity of operations planning.

#### DUPAGE COUNTY, ILLINOIS

Conducted a business process review and provided implementation support. Delivered two improvement plans focusing on Election Day operation and Mail Voting.



# QUESTION AND ANSWER





## INTEROFFICE MEMORANDUM

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

**FROM:** Evaluation Committee Recommendation Letter

**DATE:** July 8, 2021

**PROJECT:** 21RFP060921C-MH for Business Process Review and Assessment  
of Registration & Election Operations

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 referenced solicitation:

1. The Elections Group, LLC
2. Gartner, Inc.
3. Gant 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 **The Elections Group, LLC** with a total score of **77.50**, is the recommended vendor for the award of **21RFP060921C-MH for Business Process Review and Assessment of Registration & Election Operations**.

On July 21, 2021, Gartner, Inc. formally withdrew their proposal from consideration for award.



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:**

*Nadine Williams*

Ms. Nadine Williams,  
Elections Chief

*Patrick Eskridge*

Patrick Eskridge,  
Deputy Director of Registrations & Elections

*Mike Rowicki*

Mike Rowicki,  
Assistant to the Chief Strategy Officer

*Richard Barron*

Richard Barron,  
Director of Registration & Elections

*Robert Frady*

Robert Frady,  
Program Manager

Evaluation Committee Recommendation Letter

July 8, 2021

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EVALUATION CRITERIA	WEIGHT	The Elections Group, LLC	<u>Gartner, Inc.</u> On 7/21/2021 Proposal was Withdrawn	Gant Group, Inc.
Project Plan/Approach to Work	30	24	28.50	16.50
Qualification of Key Personnel	20	17	17	10
Relevant Project Experience/Past Performance	20	17	18	11
Project Schedule	5	3.50	3.50	2.75
Availability of Key Personnel	8	6	7.2	4
Local Preference	5	0	5	0
Service Disabled Veterans Preference	2	0	0	0
Cost Proposal	10	10	3.01	9.41
<b>TOTAL SCORE:</b>	<b>100.00</b>	<b>77.50</b>	<b>82.21</b>	<b>53.66</b>

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

## INTEROFFICE MEMORANDUM



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

**FROM:** Richard L. Barron, Director  
Registrations and Elections

**DATE:** July 8, 2021

**SUBJECT:** Contractor Performance Memo

---

The Contractor listed below has never provided professional services as a Prime Contractor for Fulton County.

Project No: 21RFP060921-MH

Project Title: Business Process Review and Assessment of Registration and Elections Operations

Contractor: The Elections Group, LLC  
6531 Shabbona Road  
Indian Head Park, IL 60525



#21-0611



## **FULTON COUNTY GOVERNMENT**

# **REGISTRATION AND ELECTIONS**

## **RFP BUSINESS PROCESS REVIEW AND ASSESSMENT**

# BUSINESS PROCESS REVIEW AND ASSESSMENT

## BACKGROUND

The Office of the County Manager partnered with the Fulton County Board of Registration and Elections and the Department of Registration and Elections to provide administrative guidance and operational support for the 2020-2021 election cycle.

Following the conclusion of the election cycle, an internal post elections assessment was conducted and recommendations were made that would allow the department to realize sustained operational efficiencies. The internal assessment reflected a recommendation to procure consultant services for a departmental business process review of all voter registration and election activities.

## PURPOSE

To provide a comprehensive review of business processes, statutes, ordinances, policies and procedures that govern Registration and Election operations within the State of Georgia. The review shall provide recommendations which address operational efficiencies and effectiveness as well as deficiencies.

## GOALS

- To determine the effectiveness of the organizations operations in totality.
- To develop standard operating procedures that are in compliance with all state regulations and aligned with election best practices.
- To obtain recommendations for service delivery improvement along with implementation support.



# SCOPE OF WORK

## THE SCOPE OF THE WORK WILL INCLUDE THE FOLLOWING:

- An assessment of overall election operations, which encompasses a review of elections preparation and planning processes
- Chain of custody
- Election logistics and equipment deployment
- Election equipment inventory and tracking
- Poll worker screening and recruitment
- Poll worker training, poll worker assignment
- Poll worker pay processes
- Early voting processes and staffing plan
- Election night check-in procedures
- Voter education program
- Organizational structure review, to include recommendations of necessary additions to staff levels
- Absentee ballot planning, processes and procedures
- Voter registration processes and procedures
- Standard operating procedures
- Impact of SB 202





## VENDOR SELECTION



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# QUESTION AND ANSWER









# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0696

**Meeting Date:** 9/15/2021

---

### Department

Human Resources Management

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

Request approval to make routine modifications to the classification section of the Classification and Compensation Plan, by adding two (2) new titles: Workforce Business Services Manager (#118201), Grade 19 and Victim Witness Advocacy Program Director (#480024), Grade 25.

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

Civil Service Act of 1982 and Personnel Policy and Procedure 324-16.

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

Open and Responsible Government

### Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

### Is this a purchasing item?

No

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

**Scope of Work:** The Department of Human Resources management (DHRM) concluded a detail position analysis and has concluded that the following action(s) are warranted to ensure the integrity of the County's Classification system and the changing needs within the respective department. *DHRM is requesting approval to create the following new classifications:*

Workforce Business Services Manager (#118201), Grade 19  
Victim Witness Advocacy Program Director (#480024), Grade 25

**Community Impact:** There is no community impact.

**Department Recommendation:** The department recommends approval.

**Project Implications:** There are no project implications.

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

**Department Issues/Concerns:** There are no department issues or concerns.





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 21-0697

**Meeting Date:** 9/15/2021

### Department

Information Technology

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

Request approval of statewide contract - Department of Information Technology (FCIT), SWC 99999-SPD-T20120501-0006, Network Equipment, in the amount of \$374,023.31 with Presidio Networked Solutions (Norcross, GA) to provide networking equipment and wireless access points to ensure continuity of IT operations for enhanced resiliency of the Fulton County network. Effective upon BOC approval through December 31, 2021.

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

In accordance with Purchasing Code Section 102-461, requests for approval of statewide contracts of more than \$49,999.99 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 *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

The Department of Information Technology recommends approval of this request. The approved authorization will ensure continuity of IT operations for enhanced resiliency of the Fulton County network.

**Scope of Work:** The scope of work includes a reserve of networking equipment (switches and

wireless access points) that can be immediately deployed for outages where repair of equipment may be lengthier resulting in service delays for our citizens. It also includes a small reserve for libraries that were renovated several years ago where warranties have now expired.

**Community Impact:** Increased reliability, availability and heightened secure access for staff and citizens to County applications and services.

**Department Recommendation:** The department recommends this project.

**Project Implications:** Lack of approval will result in the inability to immediately deploy networking equipment in the event of an outage. Repairs will still be pursued as part of any existing warranties; however, repairs can be a lengthy process resulting in longer than desired down-time. This reserve will get us up and running timelier.

**Community Issues/Concerns:** There are no community issues with this project.

**Department Issues/Concerns:** There are no departmental issues with this project.

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

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

Not Applicable

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

Exhibit No. 1: SWC Information

Exhibit No. 2: Cooperative Purchasing Statewide GSA Use Justification Form

Exhibit No. 3: Contractor Performance Report

Exhibit No. 4: Departmental Recommendation Letter- Presidio Networked Solutions

Exhibit No. 5: Quote 2001721022821-04

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

Glenn Melendez, CIO, Information Technology, (404) 612-0192

**Contract Attached**

Yes

**Previous Contracts**

No

**Total Contract Value**

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00  
This Request: \$374,023.31  
TOTAL: \$374,023.31

### 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:

100-220-2203-1408: General Funds, Equipment, Non-Capitalizable - \$374,023.31,

Key Contract Terms	
<b>Start Date:</b> Effective Upon BOC Approval	<b>End Date:</b> 9/30/2021
<b>Cost Adjustment:</b> \$374,023.31	<b>Renewal/Extension Terms:</b> None

**Overall Contractor Performance Rating:** 3.0 Good

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

Yes

**Report Period Start:** 4/1/2021  
**Report Period End:** 6/30/2021



# Statewide Contract Information Sheet

Statewide Contract Number		99999-SPD-T20120501-0006	NIGP Code	Networking Equipment-20664 Networking Software-20928 Networking Support and Services-92037 Network Consulting Svcs-91830 Network Equipment Leasing-98419 NaaS/Cloud-92005
Name of Contract		Network Equipment		
Effective Date	06/01/2012		Expiration Date	9/30/2021
Contract Table of Contents				
Suppliers Awarded	13 as of 06/30/2016	Contract Information:	Convenience	
Contract Information for Supplier				Page Number
				2
Additional Contract Information				
<a href="#">General Contract Information</a>				3
<a href="#">Ordering Instructions</a>				4
<a href="#">Contract Renewals</a>				4
<a href="#">DOAS Contact Information</a>				4
<a href="#">SWC Award Networking Equipment Category by Manufacturer</a>				5





## Supplier Information Sheet

Contract Information	
<b>Statewide Contract Number</b>	<b>99999-SPD-T20120501-0006</b>
<b>PeopleSoft Supplier Number</b>	<b>0000015795</b>
<b>Supplier Name &amp; Address</b>	
<b>Cisco Systems, Inc.</b> <b>500 Northridge Rd., Suite 700</b> <b>Atlanta, GA 30350</b>	
<b>Contract</b>	
<p><b>Sales</b>  Matt Cobb  Region Manager  GA/SC Public Sector  Cisco Systems  macobb@cisco.com  Office: 678-352-2806</p> <p><b>Contract Administration</b>  Mark Ruszczyk  Business Analyst  mruszczy@cisco.com</p> <p><u>702-262-3815</u></p>	
<b>Contact Details</b>	
<b>Ordering Information</b>	Orders are to be faxed/emailed to authorized servicing partners/resellers – see link in Ordering Instructions. Cisco's sales contact is: Matt Cobb
<b>Remitting Information</b>	Payments are to be mailed to authorized servicing partners/resellers.
<b>Delivery Days</b>	To be defined by authorized purchaser at the time of the PO issuance



<b>Discounts</b>	See Manufacturer's State of Georgia webpage at <a href="#"><u>Cisco-GA SWC Information</u></a>
<b>Payment Terms</b>	Net 30 Days
<b>Bid Offer includes</b>	State Entities, Local Governments (County/City/Authorities) and Education (Universities/Colleges/BOEs K-12)
<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:**

This is a Convenience Statewide Contract available to all eligible State entities and political subdivisions.

The Contract is administered by the Department of Administrative Services (DOAS).

#### **Item Schedule**

Cisco's entire product catalog with the following exception(s):

- ☐ **End User Computing Devices such as tablets**

Cisco's contract award covers the following networking product category:

- Category 1 – Wired LAN/WAN
- Category 2 – Network Optimization & Management Products
- Category 3 – Wireless Networking & Infrastructure Products
- Category 4 – Security Products
- Category 5 – Unified Communications Products (including VoIP)

Services available from Cisco and/or one of its authorized servicing partners are:

- ☐ Installation
- ☐ Configuration
- ☐ Maintenance & Support
- ☐ Consulting/Professional Services
- ☐ Training

Leasing and financing arrangements are available for Cisco equipment via several companies. Please contact DOAS representative for additional information.

Additional information can be found on the following website:

[\*\*Cisco-GA SWC Information\*\*](#)



## **Ordering Instructions**

For a list of authorized servicing partners/resellers, please access the following link:

### **[Cisco-GA SWC Information](#)**

This SWC covers networking equipment, software and services (installation, engineering, site assessment, configuration, training, etc.). This Network Equipment Manufacturer sells its products via a group of authorized resellers. Customer may choose a certified reseller from the State APPROVED RESELLER LIST. Reseller's quotation must include the Statewide Contract#. Customer will be invoiced by the Reseller.

For questions, regarding equipment specifications/details, warranty, features, etc., Customer can contact the Manufacturer directly. Please contact Matt Cobb for technical assistance and sales information.

Please see the State Approved Reseller List for Network Equipment Manufacturers for an updated list of Cisco's resellers and partners.

**Initial Term: June 1, 2012 – May 31, 2013**

## **Contract Renewals**

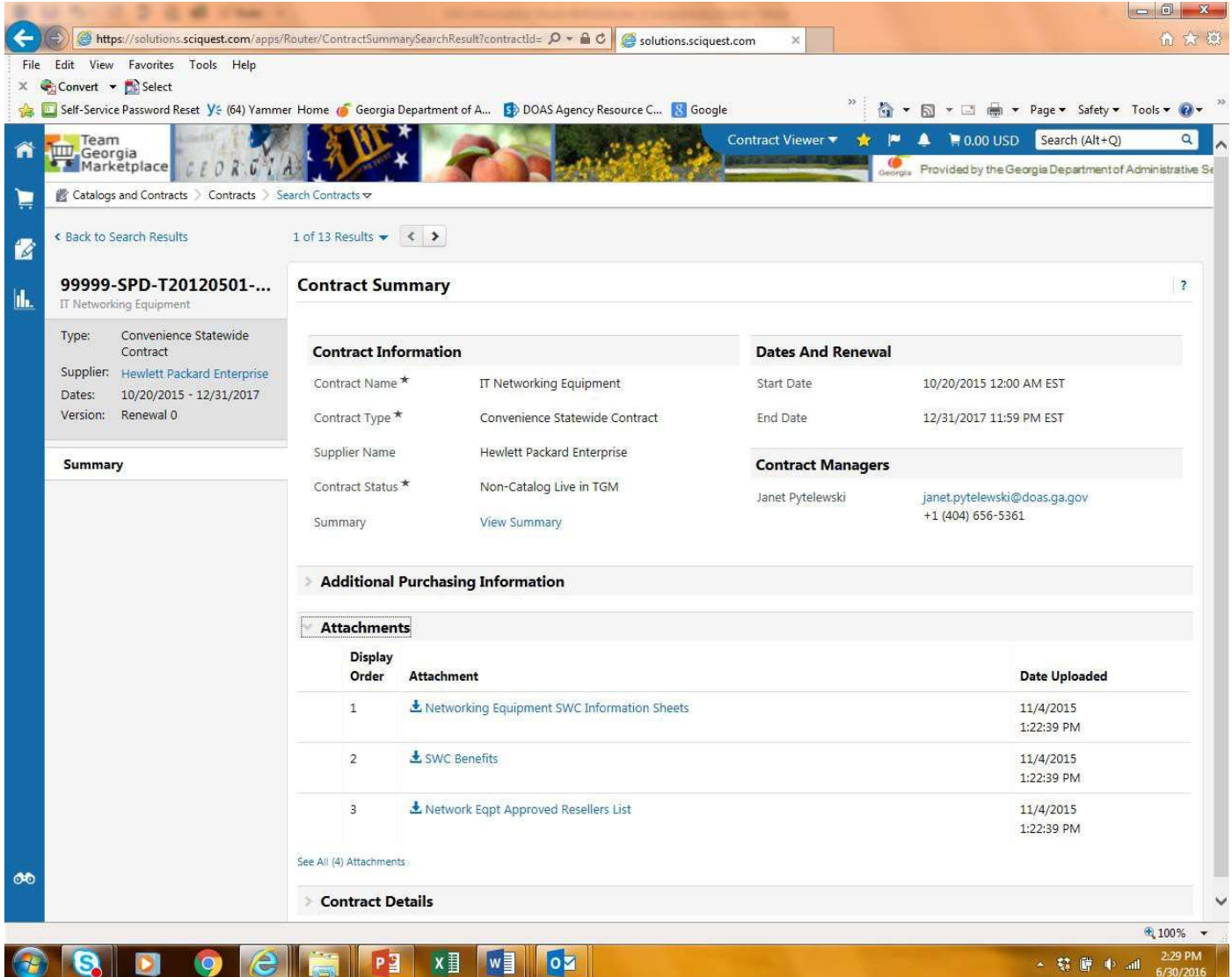
<b>Renewal Period 1</b>	<b>June 1, 2013 – June 30, 2014</b>
<b>Renewal Period 2:</b>	<b>July 1, 2014 – June 30, 2015</b>
<b>Renewal Period 3:</b>	<b>July 1, 2015 – June 30, 2016</b>
<b>Renewal Period 4:</b>	<b>July 1, 2016 – December 2017</b>

**Extension 1: January 1, 2018 - September 30, 2018**  
**Extension 2: October 1, 2018 – September 30, 2019**  
**Extension 3: October 1, 2018 – September 30, 2020**  
**Extension 4: October 1, 2019 - September 30, 2021**

## **DOAS Contact Information**

**\*See Team Georgia Marketplace (Click Open Summary) for current Contract Management Specialist contact information.**

## State Approved Reseller List for Networking Equipment Manufacturers Posted on Team Georgia Marketplace



The screenshot shows a web browser window displaying the Team Georgia Marketplace interface. The URL is <https://solutions.sciquest.com/apps/Router/ContractSummarySearchResult?contractid=>. The page title is "Contract Summary" for contract ID "99999-SPD-T20120501-...".

**Contract Information**

Contract Name *	IT Networking Equipment
Contract Type *	Convenience Statewide Contract
Supplier Name	Hewlett Packard Enterprise
Contract Status *	Non-Catalog Live in TGM
Summary	<a href="#">View Summary</a>

**Dates And Renewal**

Start Date	10/20/2015 12:00 AM EST
End Date	12/31/2017 11:59 PM EST

**Contract Managers**

Janet Pytelewski	<a href="mailto:janet.pytelewski@doas.ga.gov">janet.pytelewski@doas.ga.gov</a> +1 (404) 656-5361
------------------	-----------------------------------------------------------------------------------------------------

**Additional Purchasing Information**

**Attachments**

Display Order	Attachment	Date Uploaded
1	<a href="#">Networking Equipment SWC Information Sheets</a>	11/4/2015 1:22:39 PM
2	<a href="#">SWC Benefits</a>	11/4/2015 1:22:39 PM
3	<a href="#">Network Eqpt Approved Resellers List</a>	11/4/2015 1:22:39 PM

[See All \(4\) Attachments](#)

**Contract Details**



### CONTRACT AMENDMENT # 10 EXTENSION # 4

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
<b>State Entity's Name:</b>	Department of Administrative Services
<b>Contractor's Full Legal Name:</b>	Cisco Systems, Inc.
<b>Contract No.:</b>	99999-SPD-T20120501-0006
<b>Solicitation Title/Event Name:</b>	Networking Equipment and IT Infrastructure Products
<b>Contract Award Date:</b>	June 21, 2012
<b>Current Contract Term:</b>	10/1/2019 – 9/30/2020

**BACKGROUND AND PURPOSE.** The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
<b>Beginning Date of New Contract Term:</b>	10/1/2020
<b>End Date of New Contract Term:</b>	09/30/2021

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.


**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed by their authorized representatives.

**CONTRACTOR**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	Cisco Systems, Inc.
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Jenn Pate Authorized Signatory
<b>Date:</b>	August 26, 2020
<b>Company Address:</b>	170 West Tasman Drive San Jose, CA 95134

**APPROVED BY LEGAL**

**STATE ENTITY**

<b>Authorized Signature:</b>	DocuSigned by: 
<b>Printed Name and Title of Person Signing:</b>	822808E06EBB41F... Lisa Eason Deputy Commissioner State Purchasing Division
<b>Date:</b>	9/2/2020
<b>Company Address:</b>	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010

**Network Equipment SWC - Approved Resellers List**  
**Attention: State of Georgia Procurement Groups**  
**Please utilize the Resellers/Serviceing Partners that are in "Approved" or Green Status - UPDATED Dec. 7, 2020**

Reseller/Serviceing Partner Name	PS Vendor ID FEI #	Status	Aerohive MFR Certified	Avaya MFR Certified <span style="color: red;">(only for Category 5 -Unified Communications Products)</span>	Cisco MFR Certified	Dell MFR Certified	Extreme MFR (Incl Legacy Enterasys, <span style="color: red;">Avaya and Brocade Resellers</span> ) Certified	F5 Networks MFR Certified	Fortinet/Meru MFR Certified	Hewlett Packard Enterprise MFR <span style="color: red;">(includes legacy Aruba's Resellers)</span> Certified	Juniper MFR Certified	Polycom MFR Certified	ShoreTel MFR Certified	Ruckus Wireless, Inc. <span style="color: red;">(includes legacy Brocade Resellers)</span>
A3 Communications	PS ID: 0000518676 FEI #: 571058226	Approved	Y											Y
Abacus Solutions	PS ID: 0000130472 FEI #: 582540189	Approved	Y							Y				Y
Adapture Technology Group	PS ID: FEI #: 352475714	Approved				Y								
Adcap Network Systems, Inc.	Strategic Products and Services (SPS) has completed its acquisition of Adcap Network Systems. Please see SPS vendor information below.													
Adtech Global Solutions, Inc.	PS ID: 0000131059 FEI #: 043140194	Approved											Y	
Advizex Technologies	PS ID: FEI #: 371504931	Approved								Y				
Aercor Wireless	PS ID: 0000547402 FEI #: 20-3375374	Approved								Y				
AGC Networks, Inc		Approved		Y										
Alterra Networks	PS ID: 0000482513 FEI #: 20-2502953	Approved	Y			Y							Y	
Applied Global Technologies (AGT)	PS ID: 0000165164 FEI #: 27-5254648	Approved										Y		
Arrow S3 (Shared Solution Services)	FEI #: 33-1009098	Approved		Y										
AT&T	PS ID: 0000004701 FEI #: 134924710	Approved									Y		Y	
Blue Ally Technology Solutions	FEI #: 37-1736155	Approved				Y	Y				Y			
Blue Door Networks	PS ID: 0000519777 FEI #: 453486151	Approved	Y				Y			Y	Y	Through 6/30/16	Y	
BorderLAN, Inc.	FEI #: 27-1887219	Approved							Y					
BridgeTek Solutions, LLC	FEI#: 46-1945709	Approved			Y									

Reseller/Servicing Partner Name	PS Vendor ID FEI #	Status	Aerohive MFR Certified	Avaya MFR Certified (only for Category 5 -Unified Communications Products)	Cisco MFR Certified	Dell MFR Certified	Extreme MFR (Incl Legacy Enterasys, Avaya and Brocade Resellers) Certified	F5 Networks MFR Certified	Fortinet/Meru MFR Certified	Hewlett Packard Enterprise MFR (includes legacy Aruba's Resellers) Certified	Juniper MFR Certified	Polycom MFR Certified	ShoreTel MFR Certified	Ruckus Wireless, Inc. (includes legacy Brocade Resellers)
Broadway Typewriter Company dba Arey Jones	FEI: 95-2660850	Approved				Y								
Brytech Inc.	PS ID: 0000573897 FEI #: 260035694	Approved								Y				
BYTEWorks, LLC	FEI#45-3555603	Approved			Y									
C-Pak Technology Solutions (C- Pak Corporation)	PS ID: 0000011966 FEI #: 581623505	Approved			Y					Y				
Cambridge Computer Services Inc.	PS ID: 0000314687 FEI #: 04-3124822	Approved				Y								
Carousel Industries of North America, Inc	PS ID: 0000500278 FEI #: 061502254	Approved		Y		Y	Y		Y	Y	Y	Y		
CDW Government LLC	PS ID: 0000008436 FEI #: 364230110	Approved	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		Y
CentricsIT, LLC	PS ID: 0000517393 FEI #: 208150734	Approved						Y			Y			
CenturyLink (Qwest)	PS ID: 0000064205 FEI #: 046141739	Approved									Y		Y	
Champion Solutions Group, Inc.	PS ID: 0000459244 FEI #: 592347579	Approved												Y
Clear Choice Telephones, Inc.	PS ID: FEI #: 582168083	Approved											Y	
Clear Winds Technologies		Approved				Y								
CNP Technologies	PS ID: 0000565236 FEI #: 56-2183842	Approved											Y	
Converged Networks		Pending												
ConvergeOne (f/k/a NACR)	PS ID: 0000328713 FEI #: 411763228	Approved			Y		Y							
Corus Group d/b/a Corus360	FEI #: 26-1672660	Approved			Y	Y			Y	Y	Y			
Cumberland Group	PS ID: 0000562778 FEI #: 47-1194605	Approved	Y											
Data Network Solutions (DNS)	FEI #: 56-2113683	Approved					Y			Y				
Data Strategy, LLC	FEI#: 20-5947187	Approved			Y									
Davenport Group	FEI# 56-2361678	Approved				Y								



Reseller/Servicing Partner Name	PS Vendor ID FEI #	Status	Aerohive MFR Certified	Avaya MFR Certified (only for Category 5 -Unified Communications Products)	Cisco MFR Certified	Dell MFR Certified	Extreme MFR (Incl Legacy Enterasys, Avaya and Brocade Resellers) Certified	F5 Networks MFR Certified	Fortinet/Meru MFR Certified	Hewlett Packard Enterprise MFR (includes legacy Aruba's Resellers) Certified	Juniper MFR Certified	Polycom MFR Certified	ShoreTel MFR Certified	Ruckus Wireless, Inc. (includes legacy Brocade Resellers)
Dell Marketing L.P.	PS ID: 0000015689 FEI #: 742616805	Approved				Y		Y						
Digitel Corporation	PS ID: 0000017648 FEI #: 58-1536788	Approved												
Dimension Data	PS ID: 0000184597 FEI #: 562057571	Approved			Y						Y			
Direct Technology Group	FEI# 33-1162400	Approved								Y				
DISYS Solutions, Inc	PS ID: 0000009419 FEI #: 272586114	Approved			Y					Y				
Diversified Computer	PS ID: 0000230352 FEI #: 582054559	Approved												
Driven Technologies of MSA, LLC/MSA, Inc.	FEI#: 81-2903654; 62-0914997	Approved								Y				
Edge Solutions, LLC	PS ID: 0000519778 FEI #: 262049414	Approved				Y		Y		Y				
Emtec, Inc.	FEI#22-3386933	Approved							Y					
Encore Technology Group	FEI #: 461594391	Approved	Y			Y	Y				Y			Y
EnterEdge Technology	PS ID: 0000117967 FEI #: 582543506	Approved						Y			Y			Y
GovConnection	PS ID: 0000199490 FEI #: 521837891	Approved	Y			Y				Y				
GTS Solutions, LLC	FEI #: 35-2464076	Approved			Y									
Hayes eGovernment Resources	FEI #: 59-3633709	Approved					Y						Y	
Hewlett-Packard Company	PS ID: 0000015988 FEI #: 941081436	Approved						Y						
Howard Technology Solutions	PS ID: 0000018811 FEI #: 640466143	Approved	Y			Y	Y		Y					Y
IBM Corporation	PS ID: 0000004543 FEI #: 130871985	Approved					Y	Y			Y			
Infinity Network Solutions	PS ID: 0000128328 FEI #: 582525348	Approved	Y											
Information Transport Solutions	PS ID: 0000285158 FEI #: 631200720	Approved												
Insight Public Sector	PS ID: 0000017172 FEI #: 36-3949000	Approved	Y			Y				Y	Y			

Reseller/Servicing Partner Name	PS Vendor ID FEI #	Status	Aerohive MFR Certified	Avaya MFR Certified (only for Category 5 -Unified Communications Products)	Cisco MFR Certified	Dell MFR Certified	Extreme MFR (Incl Legacy Enterasys, Avaya and Brocade Resellers) Certified	F5 Networks MFR Certified	Fortinet/Meru MFR Certified	Hewlett Packard Enterprise MFR (includes legacy Aruba's Resellers) Certified	Juniper MFR Certified	Polycom MFR Certified	ShoreTel MFR Certified	Ruckus Wireless, Inc. (includes legacy Brocade Resellers)
InterDev, LLC	FEI#58-2553449	Approved							Y					
Integral Federal Solutions, Inc.	PS ID: 0000474244 FEI #: 753247147	Approved	Y											
Intellispring	FEI #:80-0040359	Approved			Y					Y				
Integration Partners Corporation	FEI #: 04-3467289	Approved									Y			
Internetwork Services	FEI #: 56-2081930	Approved												
IPC Technologies	PS ID: FEI #: 54-1171799	Approved											Y	
iVision, Inc.	PS ID: FEI #: 200732041	Approved			Y									
Layer 3 Communications	PS ID: 0000100551 FEI #: 522114334	Approved	Y				Y	Y	Y	Y	Y			Y
Liberty Technology	PS ID: 0000458531 FEI #: 26-2605036	Approved												
Light Networks, LLC	FEI#: 68-0635378	Approved			Y									
Lockstep Technology Group	PS ID: 0000522935 FEI #: 262991351	Approved				Y	Y	Y	Y	Y				
Logicalis, Inc	FEI #: 13-4000122	Approved								Y				
Mach3 Technologies	FEI #:47-3263237	Approved		Y			Y							
Management Data Systems Inc.	PS ID: 0000505939 FEI #: 58-1959336	Approved		Y	Y						Y			
Meridian IT	PS ID: FEI #:	Approved		Y										
Micro Technology Consultants, Inc. (MTC)	PS ID: 0000015791 FEI #: 582155106	Approved					Y	Y	Y					Y
Milner Voice and Data, Inc	PS ID: 0000012097 FEI #: 581681588	Approved											Y	
Milestone Systems, Inc.	PS ID: 0000397125 FEI #: 411961338	Approved	Y					Y			Y			
Mission Critical Systems	PS ID: 0000152497 FEI #: 650736750	Approved							Y	Y				
MSA Inc.	FEI #: 62-0914997	Approved							Y					

Reseller/Servicing Partner Name	PS Vendor ID FEI #	Status	Aerohive MFR Certified	Avaya MFR Certified (only for Category 5 -Unified Communications Products)	Cisco MFR Certified	Dell MFR Certified	Extreme MFR (Incl Legacy Enterasys, Avaya and Brocade Resellers) Certified	F5 Networks MFR Certified	Fortinet/Meru MFR Certified	Hewlett Packard Enterprise MFR (includes legacy Aruba's Resellers) Certified	Juniper MFR Certified	Polycom MFR Certified	ShoreTel MFR Certified	Ruckus Wireless, Inc. (includes legacy Brocade Resellers)
MXN Corporation	PS ID: 0000081527 FEI #: 582487694	Approved							Y	Y				
Needle Solutions, LLC	PS ID: FEI #: 263818202	Approved							Y	Y				
NetPlanner Systems	PS ID: 0000189272 FEI #: 58-1766857	Approved	Y		Y		Y							Y
Network Technology Solutions, LLC	PS ID: 0000014213 FEI #: 58-2439531	Approved									Y		Y	Y
North American Communications Resource, Inc. (NACR)	See ConvergeOne information above													
NWN Corporation		Approved												
Office Management Systems dba Logista	FEI# 64-0679888	Approved								Y				
Omega Technology Group	PS ID: 0000496272 FEI #: 270659249	Approved								Y				
PC Mall - Government	PS ID: 0000016158 FEI #: 954108644	Approved								Y				
PC Solutions & Integration, Inc.	FEI #: 65-0798706	Approved	Y		Y		Y	Y	Y	Y				
PC Specialists, Inc.	FEI #95-2815596 PS ID: 0000222215	Approved			Y				Y					
Philotek LLC	FEI# 71-1013234	Approved							Y					
Presidio Networked Solutions, Inc.	PS ID: 0000032678 FEI #: 411254123	Approved			Y		Y	Y		Y	Y			
Progressive Communications, Inc.	PS ID: 0000017953 FEI #: 582431088	Approved			Y		Y							
Prosys Information	PS ID: 0000076325 FEI #: 582302467	Approved			Y	Y			Y		Y			
Realmconnect Services LLC	PS ID: FEI #:	Approved		Y										
Safari Micro	PS ID: 0000381365 FEI #: 95-4639517	Approved					Y		Y					Y
Seegee Technologies	PS ID: 0000339569 FEI #: 20-1141192	Approved	Y											

Reseller/Servicing Partner Name	PS Vendor ID FEI #	Status	Aerohive MFR Certified	Avaya MFR Certified (only for Category 5 -Unified Communications Products)	Cisco MFR Certified	Dell MFR Certified	Extreme MFR (Incl Legacy Enterasys, Avaya and Brocade Resellers) Certified	F5 Networks MFR Certified	Fortinet/Meru MFR Certified	Hewlett Packard Enterprise MFR (includes legacy Aruba's Resellers) Certified	Juniper MFR Certified	Polycom MFR Certified	ShoreTel MFR Certified	Ruckus Wireless, Inc. (includes legacy Brocade Resellers)
Serene IT, Inc.	FEI: 82-2031532	Approved								Y				
SHI International	PS ID: 0000004975 FEI #: 223009648	Approved	Y			Y			Y					
Smart Wave Technologies	PS ID: FEI #: 364605723	Approved	Y											Y
Softchoice Corp.	PS ID: 0000167704 FEI #: 133827773	Approved			Y									
Southern Computer Warehouse	PS ID: 0000013755 FEI #: 582214685	Approved				Y				Y				
Strategic Products and Services (SPS)	PS ID: 0000538967 FEI #: 45-3077538	Approved			Y		Y							
Summit Systems Inc	FEI #: 58-2206138	Approved											Y	
Syscom Technologies	PS ID: 00000519790 FEI #: 26-4332594	Approved				Y								
Systems & Solutions, Inc	PS ID: 0000217986 FEI #: 582630289	Approved												
Systems Alliance	PS ID: 0000478593 FEI #: 52-1811163	Approved						Y						
Technical & Scientific Application (TSA)	PS ID: FEI #: 760200990	Approved								Y				
Technology Integration Group (TIG)	PS ID: 0000222215 FEI #: 953825596	Approved	Y			Y			Y	Y				Y
Tiverity Consulting, Inc.		Approved												
Virtucom, Inc.	FEI-58-2161360	Approved				Y								
VistaOne LLC	PS ID: 0000445864 FEI #: 47-3238092	Approved	Y											
VeriStor Systems	PS ID: 0000210365 FEI #: 582666393	Approved				Y				Y				
Walker & Associates	PS ID: 0000052749 FEI: 54-0982503	Approved									Y			
Wescott Technologies Corp. dba Lockstep Technology Group	FEI#26-2991351	Approved							Y					
Windstream Georgia Telephone, Inc.	PS ID: FEI #: 571072836	Approved		Y			Y						Y	
World Wide Technology, Inc.		Approved												

## COOPERATIVE PURCHASING/STATEWIDE/GSA

## USE JUSTIFICATION FORM

Department Name: **Information Technology**

Contract # and Title: **99999-SPD-T20120501-0006, Network Equipment**

Date: **07/13/2021**

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

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

**Justification for this purchase is critical because it will enable continuity of IT operations and improve the resilience of the Fulton County network. Additionally, this will increase the reliability, availability and security of applications/ services for Fulton County Staff and Citizens.**

2. Attach a copy of the cooperative purchasing/statewide/GSA contract document or the contract information.
3. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value. Costs must be analyzed to ensure that the use is best value for the County. (check all appropriate)
  - ✓ leveraging benefits of volume purchasing
  - ✓ volume discounts
  - ✓ service delivery requirement advantages
  - ✓ reduction of cycle times
  - ✓ enhanced service specification

Additional information:

**The upgraded network equipment will increase operational efficiency and significantly reduce unexpected downtimes.**

Prior to making the decision to utilize a cooperative purchasing, statewide or GSA contract, the Purchasing Director is responsible for conducting the following due diligence:

The Purchasing Representative must complete the following information:

1. Reviewed the justification for use from the User Department and determined the use of the cooperative purchasing/statewide/GSA contract is justified.  
☐ Yes ☐ No
2. Obtained a copy of the cooperative purchasing/ statewide contract and other related documents (i.e., solicitation document, award letter, etc.) and determined that the contract is current (not expired). ☐ Yes ☐ No
3. Reviewed the cost analysis provided by the User Department and determined the following:
  - ☐ leveraging benefits of volume purchasing
  - ☐ volume discounts
  - ☐ service delivery requirement advantages
  - ☐ reduction of cycle times
  - ☐ enhanced service specification
4. Are the need(s) of the User Department met/achieved with the cooperative purchasing/statewide/GSA contract? ☐ Yes ☐ No
5. Is the entity is authorized to conduct/transact business in the State of Georgia?  
☐ Yes ☐ No
6. If applicable, is the entity in compliance with the Georgia Security and Immigration Act (E-Verify)? ☐ Yes ☐ No
7. When applicable, if the contract is for services or professional services is the entity capable of providing Certificate of Insurance? ☐ Yes ☐ No



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE			
CONTRACTORS PERFORMANCE REPORT PROFESSIONAL SERVICES			
Report Period Start	Report Period End	Contract Period Start	Contract Period End
04/01/2021	07/31/2021	10/01/2020	09/30/2021
PO Number			PO Date
20PRESIDIO813B-EC			11/18/2020
Department	Information Technology		
Bid Number	SWC 99999-SPD-T20120501-0006		
Service Commodity	CISCO NETWORKING EQUIPMENT AND IT INFRASTRUCTURE PRODUCTS		
Contractor	PRESIDIO NETWORKED SOLUTIONS		

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

1. Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input checked="" type="radio"/> 3 <input type="radio"/> 4	Comments: Good technical excellence.
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2. Timeliness of Performance (-Were Milestones Met Per Contract - Response Time (per agreement, if applicable) - Responsiveness to Direction/Change - On Time Completion Per Contract)

<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input checked="" type="radio"/> 3 <input type="radio"/> 4	Comments: Good performance responsiveness.
------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------

3. Business Relations (-Responsiveness to Inquiries - Prompt Problem Notifications)

<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input checked="" type="radio"/> 3 <input type="radio"/> 4	Comments: Good business relations and prompt problem notifications
------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------

4. Customer Satisfaction (-Met User Quality Expectations - Met Specification - Within Budget - Proper Invoicing - No Substitutions)

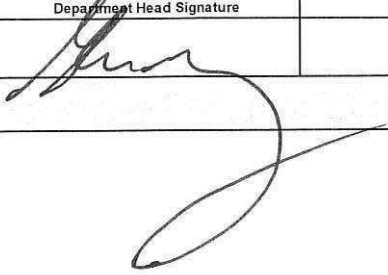
<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input checked="" type="radio"/> 3 <input type="radio"/> 4	Comments: Good quality expectations.
------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------

5. Contractors Key Personnel (Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)

- ☐ 0  
☐ 1  
☐ 2  
☒ 3  
☐ 4

Comments:

Good experience with management.

Overall Performance Rating: 3.0- GOOD		
Would you select/recommend this vendor again? (Check box for Yes. Leave Blank for No)		Rating completed by:
<input type="radio"/> Yes <input type="radio"/> No		Ed Johnson
Department Head Name	Department Head Signature	Date
Glenn Melendez		7/21/21



## INTEROFFICE MEMORANDUM



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

**THROUGH:** Glenn Melendez, CIO,  
Information Technology

**FROM:** Ed Johnson, Cybersecurity Program Manager,  
Information Technology

**DATE:** July 12, 2021

**SUBJECT:** Department Recommendation Letter,  
SWC 99999-SPD-T20120501-0006

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The Department of Information Technology recommends the use of SWC 99999-SPD-T20120501-0006 as a contract vehicle to provide networking equipment, software and services, installation, engineering, site assessment, configuration, and training by the approved servicing partner:

**Presidio Networked Solutions  
3340 Peachtree Rd  
Suite 2700  
Atlanta, GA 30326**

The scope of work will consists of network and wireless activities. Additionally, the work-effort for each activity will cover both the pre - installation and implementation services.

The Network Activities include:

- Network Discovery and Analysis – IP Addressing, Network Topology, Layer2/3 configuration, device hardening
- Rack Elevation Analysis
- Migration Plan Creation
- Equipment racking, cable connections, cable and device labeling, software upgrades
- Pre-go Live Testing
- Go-Live Testing and Day-1 support
- As-Built documentation

The Wireless Activities include:

- Pre-Install RF Design
- Wireless Configuration and Design Development
- FCG's cable vendor will unbox, Inventory, and Label Access Points
- Device Loading, Assignment, Portal Configuration
- Loading floor and building maps into Portal
- Pre-Go-Live Testing
- Go-Live Testing and Day 1 Support
- As-Built documentation

## QUOTE:

2001721022821-04

DATE:

06/29/2021

PAGE:

1 of 6

**TO:** FCG - Fulton County Government  
Glenn Melendez  
141 Pryor St  
Atlanta, GA 30303-3444  
  
glenn.melendez@fultoncountyga.gov  
(p) (404) 612-0010

**FROM:** Presidio Networked Solutions  
Luciann Rosado  
3340 Peachtree Rd  
Suite 2700  
Atlanta, GA 30326  
  
lrosado@PRESIDIO.com  
(p) 678.291.1885

**Customer#:** FULTO008

**Contract Vehicle:** Georgia State Contract Cisco Networking Equipment and IT Infrastructure Products 99999-SPD-T20120501-0006

**Account Manager:** Charlie Pierce

**Inside Sales Rep:** Luciann Rosado

**Title:** FCG Switches to replace 3850s

#	Part #	Description	Unit Price	Qty	Ext Price
<b>Meraki Switches</b>					
1	MS350-48FP-HW	Meraki MS350-48FP L3 Stck Cld-Mngd 48x GigE 740W PoE Switch	\$3,632.44	10	\$36,324.40
2	LIC-MS350-48FP-3YR	Meraki MS350-48FP Enterprise License and Support, 3YR	\$423.13	10	\$4,231.30
3	MS425-16-HW	Meraki MS425-16 L3 Cld-Mngd 16x 10G SFP+ Switch	\$4,370.80	4	\$17,483.20
4	LIC-ENT-3YR	Meraki MR Enterprise License, 3YR	\$92.66	4	\$370.64
<b>Total (Meraki Switches):</b>					<b>\$58,409.54</b>
<b>Nexus and Catalyst Switches</b>					
5	N9K-C93180-FX3-B8C	2xNexus 93180YC-FX3 w/ 8x 100G Optics	\$19,624.00	2	\$39,248.00
6	CON-SNT-N931FB8C	SNTC-8X5XNBD 2xNexus 93180YC-FX3	\$0.00	2 for 36 mo(s)	\$0.00
7	MODE-NXOS	Dummy PID for mode selection	\$0.00	4	\$0.00
8	N9K-C93180YC-FX3B	Nexus 93180YC-FX3 bundle PID	\$0.00	2	\$0.00
9	CON-SNT-N9KC93X1	SNTC-8X5XNBD Nexus 93180YC-FX3 bundle PID	\$837.77	2 for 36 mo(s)	\$5,026.62
10	NXK-MEM-16GB	Additional memory of 16GB for Nexus Switches	\$562.51	2	\$1,125.02
11	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	\$0.00	2	\$0.00
12	NXK-PICK-BIDI	PID to select QSFP-40/100-SRBD Optic in the bundle	\$0.00	2	\$0.00
13	QSFP-40/100-SRBD	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF	\$0.00	8	\$0.00
14	N9K-C93180YC-FX3B	Nexus 93180YC-FX3 bundle PID	\$0.00	2	\$0.00
15	CON-SNT-N9KC93X1	SNTC-8X5XNBD Nexus 93180YC-FX3 bundle PID	\$837.78	2 for 36 mo(s)	\$5,026.68
16	NXK-MEM-16GB	Additional memory of 16GB for Nexus Switches	\$562.51	2	\$1,125.02
17	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	\$0.00	2	\$0.00
18	NXK-PICK-BIDI	PID to select QSFP-40/100-SRBD Optic in the bundle	\$0.00	2	\$0.00
19	QSFP-40/100-SRBD	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF	\$0.00	8	\$0.00
20	NXK-AF-PI	Dummy PID for Airflow Selection Port-side Intake	\$0.00	4	\$0.00

21	NXOS-9.3.7	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.3.7	\$0.00	2	\$0.00
22	NXA-PAC-650W-PI	Nexus NEBs AC 650W PSU - Port Side Intake	\$0.00	4	\$0.00
23	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	4	\$0.00
24	NXOS-9.3.7	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.3.7	\$0.00	2	\$0.00
25	NXA-FAN-35CFM-PI	Nexus Fan, 35CFM, port side intake airflow	\$0.00	8	\$0.00
26	NXA-PAC-650W-PI	Nexus NEBs AC 650W PSU - Port Side Intake	\$0.00	4	\$0.00
27	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	4	\$0.00
28	NXA-FAN-35CFM-PI	Nexus Fan, 35CFM, port side intake airflow	\$0.00	8	\$0.00
<b>Recurring Charges</b>					
29	C1P1TN9300XF-3Y	DCN Premier Term N9300 XF, 3Y	\$21,215.00	4 Licenses for 36 months	\$84,860.00
30	SVS-B-N9K-PR-XF	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	\$0.00	4 Licenses for 36 months	\$0.00
31	C9300-24T-A	Catalyst 9300 24-port data only, Network Advantage	\$2,236.18	4	\$8,944.72
32	CON-SSSNT-C93002TA	SOLN SUPP 8X5XNBD Catalyst 9300 24-port data only, Network	\$319.06	4 for 60 mo(s)	\$6,381.20
33	C9300-NW-A-24	C9300 Network Advantage, 24-port license	\$0.00	4	\$0.00
34	SC9300UK9-173	UNIVERSAL	\$0.00	4	\$0.00
35	PWR-C1-350WAC-P	350W AC 80+ platinum Config 1 Power Supply	\$0.00	4	\$0.00
36	PWR-C1-350WAC-P/2	350W AC 80+ platinum Config 1 Secondary Power Supply	\$202.93	4	\$811.72
37	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	8	\$0.00
38	SSD-120G	Cisco pluggable USB3.0 SSD storage	\$468.30	4	\$1,873.20
39	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$31.22	4	\$124.88
40	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$29.66	4	\$118.64
41	C9300-DNA-P-24	C9300 24-Port DNA-Premier License	\$0.00	4	\$0.00
42	CON-SSTCM-C93P24	SOLN SUPP SW SUBC9300 24Port DNAPr	\$110.83	4 for 60 mo(s)	\$2,216.60
43	C9300-DNA-P-24-5Y	C9300 DNA Premier, 24-Port, 5 Year Term License	\$1,489.14	4	\$5,956.56
44	ISE-BASE-T	ISE BASE Term License	\$0.00	200	\$0.00
45	ISE-BASE-TRK-5Y	ISE BASE Tracker Term 5Y	\$0.00	200	\$0.00
46	ISE-PLS-T	ISE PLS Term License	\$0.00	200	\$0.00
47	ISE-PLS-TRK-5Y	ISE PLS Tracker Term 5Y	\$0.00	200	\$0.00
48	SWATCH-T	StealthWatch 1 FPS Term License	\$0.00	400	\$0.00
49	SWATCH-TRK-5Y	ISE BASE Tracker Term 5Y	\$0.00	400	\$0.00
50	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	4	\$0.00

51	TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	\$0.00	4	\$0.00
52	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$0.00	4	\$0.00
53	PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	\$0.00	4	\$0.00
54	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$796.08	4	\$3,184.32
55	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	4	\$0.00
Total (Nexus and Catalyst Switches):					\$166,023.18
Libraries					
56	C9300-48U-A	Catalyst 9300 48-port UPOE, Network Advantage	\$4,927.47	6	\$29,564.82
57	CON-SSSNT-C93004UA	SOLN SUPP 8X5XNBD Catalyst 9300 48-port UPOE, Network Adva	\$702.38	6 for 36 mo(s)	\$12,642.84
58	C9300-NW-A-48	C9300 Network Advantage, 48-port license	\$0.00	6	\$0.00
59	SC9300UK9-173	UNIVERSAL	\$0.00	6	\$0.00
60	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	\$0.00	6	\$0.00
61	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	\$593.18	6	\$3,559.08
62	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	12	\$0.00
63	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$31.22	6	\$187.32
64	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$29.66	6	\$177.96
65	C9300-DNA-P-48	C9300 48-Port DNA-Premier License	\$0.00	6	\$0.00
66	CON-SSTCM-C93P48	SOLN SUPP SW SUBC9300 48Port DNAPr	\$179.03	6 for 36 mo(s)	\$3,222.54
67	C9300-DNA-P-48-3Y	C9300 DNA Premier, 48-Port, 3 Year Term License	\$1,442.37	6	\$8,654.22
68	ISE-BASE-T	ISE BASE Term License	\$0.00	300	\$0.00
69	ISE-BASE-TRK-3Y	ISE BASE Tracker Term 3Y	\$0.00	300	\$0.00
70	ISE-PLS-T	ISE PLS Term License	\$0.00	300	\$0.00
71	ISE-PLS-TRK-3Y	ISE PLS Tracker Term 3Y	\$0.00	300	\$0.00
72	SWATCH-T	StealthWatch 1 FPS Term License	\$0.00	600	\$0.00
73	SWATCH-TRK-3Y	ISE BASE Tracker Term 3Y	\$0.00	600	\$0.00
74	CAT-DNA-P-ADD	Catalyst DNA Premier Add-On, Term Licenses	\$0.00	6	\$0.00
75	CON-SSTCM-CATPADD	SOLN SUPP SW SUBCatalyst DNA Premier	\$32.56	6 for 36 mo(s)	\$586.08
76	CAT-DNA-P-ADD-3Y	DNA Premier Catalyst Add-on, 3 Year Term License	\$265.37	6	\$1,592.22
77	ISE-BASE-T	ISE BASE Term License	\$0.00	300	\$0.00
78	ISE-BASE-TRK-3Y	ISE BASE Tracker Term 3Y	\$0.00	300	\$0.00
79	ISE-PLS-T	ISE PLS Term License	\$0.00	300	\$0.00

80	ISE-PLS-TRK-3Y	ISE PLS Tracker Term 3Y	\$0.00	300	\$0.00
81	SWATCH-T	StealthWatch 1 FPS Term License	\$0.00	600	\$0.00
82	SWATCH-TRK-3Y	ISE BASE Tracker Term 3Y	\$0.00	600	\$0.00
83	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	6	\$0.00
84	TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	\$0.00	6	\$0.00
85	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$0.00	6	\$0.00
86	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	\$0.00	6	\$0.00
87	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	6	\$0.00
88	C9300-SSD-NONE	No SSD Card Selected	\$0.00	6	\$0.00
89	NM-BLANK-T1	Cisco Catalyst Type 1 Network Module Blank	\$0.00	6	\$0.00
90	C9300-NM-NONE	No Network Module Selected	\$0.00	6	\$0.00
91	C9130AXI-B	Cisco Catalyst 9130AX Series	\$934.37	10	\$9,343.70
92	CON-SNT-C913BIXI	SNTC-8X5XNBD Cisco Catalyst 9130AX Series	\$65.10	10 for 36 mo(s)	\$1,953.00
93	SW9130AX-CAPWAP-K9	Capwap software for Catalyst 9130AX	\$0.00	10	\$0.00
94	AIR-AP-BRACKET-1	802.11 AP Low Profile Mounting Bracket (Default)	\$0.00	10	\$0.00
95	AIR-AP-T-RAIL-R	Ceiling Grid Clip for APs & Cellular Gateways-Recessed	\$0.00	10	\$0.00
96	CDNA-P-C9130	Wireless Cisco DNA On-Prem Premier, 9130 Tracking	\$0.00	10	\$0.00
97	DNA-P-3Y-C9130	C9130AX Cisco DNA On-Prem Premier, 3Y Term, Trk Lic	\$0.00	10	\$0.00
98	AIR-DNA-P	Wireless Cisco DNA On-Prem Premier, Term, License	\$0.00	10	\$0.00
99	AIR-DNA-P-3Y	Wireless Cisco DNA On-Prem Premier, 3Y Term Lic	\$257.57	10	\$2,575.70
100	AIR-DNA-A-T	Wireless Cisco DNA On-Prem Advantage, Term, Tracker Lic	\$0.00	10	\$0.00
101	AIR-DNA-A-T-3Y	Wireless Cisco DNA On-Prem Advantage, 3Y Term, Tracker Lic	\$0.00	10	\$0.00
102	PI-LFAS-AP-T	Prime AP Term Licenses	\$0.00	10	\$0.00
103	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	\$0.00	10	\$0.00
104	ISE-BASE-T	ISE BASE Term License	\$0.00	250	\$0.00
105	ISE-BASE-TRK-3Y	ISE BASE Tracker Term 3Y	\$0.00	250	\$0.00
106	ISE-PLS-T	ISE PLS Term License	\$0.00	250	\$0.00
107	ISE-PLS-TRK-3Y	ISE PLS Tracker Term 3Y	\$0.00	250	\$0.00
108	AIR-DNA-NWSTACK-A	AIR CISCO DNA Perpetual Network Stack	\$0.00	10	\$0.00
109	D-CISCODNAS-ACT-T	Cisco DNA Spaces Act Term License for Cisco DNA	\$0.00	10	\$0.00
110	D-CISCODNAS-ACT-3Y	Cisco DNA Spaces ACT for Cisco DNA - 3Year	\$140.49	10	\$1,404.90

111	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	10	\$0.00
112	C9130-MULTI	Minimum Quantity = 10	\$0.00	10	\$0.00
Total (Libraries):					\$75,464.38
Library Head End					
113	C9300-24T-A	Catalyst 9300 24-port data only, Network Advantage	\$2,236.18	2	\$4,472.36
114	CON-SSSNT-C93002TA	SOLN SUPP 8X5XNBD Catalyst 9300 24-port data only, Network	\$319.06	2 for 36 mo(s)	\$1,914.36
115	C9300-NW-A-24	C9300 Network Advantage, 24-port license	\$0.00	2	\$0.00
116	SC9300UK9-173	UNIVERSAL	\$0.00	2	\$0.00
117	PWR-C1-350WAC-P	350W AC 80+ platinum Config 1 Power Supply	\$0.00	2	\$0.00
118	PWR-C1-350WAC-P/2	350W AC 80+ platinum Config 1 Secondary Power Supply	\$202.93	2	\$405.86
119	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	4	\$0.00
120	SSD-120G	Cisco pluggable USB3.0 SSD storage	\$468.30	2	\$936.60
121	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$31.22	2	\$62.44
122	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$29.66	2	\$59.32
123	C9300-DNA-P-24	C9300 24-Port DNA-Premier License	\$0.00	2	\$0.00
124	CON-SSTCM-C93P24	SOLN SUPP SW SUBC9300 24Port DNAPr	\$110.82	2 for 36 mo(s)	\$664.92
125	C9300-DNA-P-24-3Y	C9300 DNA Premier, 24-Port, 3 Year Term License	\$892.89	2	\$1,785.78
126	ISE-BASE-T	ISE BASE Term License	\$0.00	100	\$0.00
127	ISE-BASE-TRK-3Y	ISE BASE Tracker Term 3Y	\$0.00	100	\$0.00
128	ISE-PLS-T	ISE PLS Term License	\$0.00	100	\$0.00
129	ISE-PLS-TRK-3Y	ISE PLS Tracker Term 3Y	\$0.00	100	\$0.00
130	SWATCH-T	StealthWatch 1 FPS Term License	\$0.00	200	\$0.00
131	SWATCH-TRK-3Y	ISE BASE Tracker Term 3Y	\$0.00	200	\$0.00
132	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	2	\$0.00
133	TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	\$0.00	2	\$0.00
134	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$0.00	2	\$0.00
135	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	\$0.00	2	\$0.00
136	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$796.11	2	\$1,592.22
137	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	2	\$0.00
Total (Library Head End):					\$11,893.86
Meraki Access Points					
138	MR46-HW	Meraki MR46 Wi-Fi 6 Indoor AP	\$452.38	30	\$13,571.40

139	LIC-ENT-3YR	Meraki MR Enterprise License, 3YR	\$92.66	30	\$2,779.80
Total (Meraki Access Points):					\$16,351.20
Meraki Outdoor APs					
140	MR76-HW	Meraki MR76 Wi-Fi 6 Outdoor AP	\$483.60	9	\$4,352.40
141	MA-ANT-20	Meraki Dual-band Omni Antennas	\$62.13	18	\$1,118.34
142	LIC-ENT-3YR	Meraki MR Enterprise License, 3YR	\$92.66	9	\$833.94
Total (Meraki Outdoor APs):					\$6,304.68
Meraki MX for ATT A SE and Shaping					
143	MX100-HW	Meraki MX100 Router/Security Appliance	\$1,559.43	3	\$4,678.29
144	LIC-MX100-SEC-3YR	Meraki MX100 Advanced Security License and Support, 3YR	\$3,088.56	3	\$9,265.68
Total (Meraki MX for ATT A SE and Shaping):					\$13,943.97
Professional Services					
145	PS-SVC-TM	Hourly for Presidio employee labor	\$210.00	100.0000	\$21,000.00
	<b>Task:</b>	Network Eng - Sr.			
146	PS-SVC-TM	Hourly for Presidio employee labor	\$170.00	27.2500	\$4,632.50
	<b>Task:</b>	Project Manager			
Total (Professional Services):					\$25,632.50
			<b>Sub Total:</b>		<b>\$374,023.31</b>
			<b>Grand Total:</b>		<b>\$374,023.31</b>

TERMS AND CONDITIONS OF THE REFERENCED CONTRACT APPLY TO THIS QUOTE

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date







# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 21-0698

**Meeting Date:** 9/15/2021

### Department

Real Estate and Asset Management

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

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 20ITBC123789C-CG, AED Batteries for Cardiac Science Powerheart G-3 and G-5 Automated External Defibrillators with Coro Medical, LLC. (Franklin, TN) in the amount of \$5,000.00, to provide AED Batteries for Cardiac Science Powerheart G-3 and G-5 Automated External Defibrillators adult pads for Fulton County facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2022 through December 31, 2022.

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

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

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

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background** *(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:** This contract provides (AED) Batteries for Cardiac Science Powerheart G-3 and G-5 Automated External Defibrillators, and Cardiac Science Powerheart G-3 (AED) Defibrillation Adult Pads for Fulton County facilities.

**Community Impact:** This effort is necessary to replace the existing AEDs equipment and accessories that is due to expire. This elevates the County for being exposed to liability if an AED malfunctions resulting in injury or death of a citizen or an employee due to equipment malfunctions.

**Department Recommendation:** The Department of Real Estate and Asset Management recommends approval to renew existing contract to provide (AED) Batteries for Cardiac Science Powerheart G-3 and G-5 Automated External Defibrillators, and Cardiac Science Powerheart G-3 (AED) Defibrillation Adult Pads for Fulton County facilities for the fiscal year 2022

- The Department of Real Estate and Asset Management spent \$21,985 in FY2021 to replace all Adult Pads for Countywide Cardiac Science Powerheart G3 and G5 Automated External Defibrillators.
- The Adult Pads for these Automated External Defibrillators are a **one-time use** item. If pads are used in a cardiopulmonary resuscitation (CPR) attempt in a cardiac emergency, or if otherwise damaged, they must be replaced immediately before the AED unit can be placed back into operation.
- The requested \$5,000 spending authority for FY2022 represents a 20% Reserve Replacement of Adult Pads for the Cardiac Science Powerheart G3 and G5 Automated External Defibrillators models.

Historical Expenditure:

County spent \$57,160.85 in FY2020, \$21,985 in FY2021

**Project Implications:** This contract provides all of the necessary supplies needed to replace batteries of AED defibrillators and adult pads.

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

**Department Issues/Concerns:** If this renewal is not approved, the Department cannot address the necessary supplies needed to replace batteries of AED defibrillators and adult pads in the County facilities.

**Contract Modification:**

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	20-0430	6/17/20	\$57,160.85
1 <sup>st</sup> Renewal	20-0730	10/21/20	\$21,985.00
<b>2<sup>nd</sup> Renewal</b>			<b>\$5,000.00</b>
Total Revised Amount			\$84,145.85

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

**Contract Value:** \$5,000.00

**Prime Vendor:** Coro Medical, LLC

**Prime Status:** Non-Minority  
**Location:** Franklin, TN  
**County:** Williamson County  
**Prime Value:** \$5,000.00 or 100.00%

**Total Contract Value:** \$5,000.00 or 100.00%  
**Total M/FBE Value:** \$-0-

**Exhibits Attached:**

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

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

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: \$57,160.85  
Previous Adjustments: \$21,985.00  
This Request: \$5,000.00  
TOTAL: \$84,145.85

**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:**

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**Agenda Item No.:** 21-0698

**Meeting Date:** 9/15/2021

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500-520-5200-F040: Capital Fund, Real Estate and Asset Management, AED - \$5,000.00 "Subject to Availability of Funding adopted for FY2022 by BOC"

Key Contract Terms	
Start Date: 1/1/2022	End Date: 12/31/2022
Cost Adjustment:	Renewal/Extension Terms:

**Overall Contractor Performance Rating:**

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

Choose an item.

**Report Period Start:**      **Report Period End:**  
8/16/2021

## **CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT:** Real Estate and Asset Management

**BID/RFP# NUMBER:** 20ITBC123789C-CG

**BID/RFP# TITLE:** AED Batteries for Cardiac science Powerheart G-3and G-5 Automated  
External Defibrillators

**ORIGINAL APPROVAL DATE:** 6/17/2020

**RENEWAL EFFECTIVE DATES:** FROM: 1/1/2022 THROUGH :12/31/2022

**RENEWAL OPTION #:** 2 OF 2

**NUMBER OF RENEWAL OPTIONS:** 2

**RENEWAL AMOUNT:** \$ 5,000

**COMPANY'S NAME:** Coro Medical, LLC

**ADDRESS:** 77 Mallory Station Road Suite 127

**CITY:** Franklin

**STATE:** TN

**ZIP:** 39067

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

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: 20ITBC123789C-CG

**FULTON COUNTY, GEORGIA**

**Coro Medical, LLC \_.**

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

\_\_\_\_\_  
**Leigh Lynch  
Sales Manager**

**ATTEST:**

**ATTEST:**

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

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

**(Affix County Seal)**

**(Affix Corporate Seal)**

**AUTHORIZATION OF RENEWAL:**

**ATTEST:**

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

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

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

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

**(Affix Notary Seal)**

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

## Contract Renewal Evaluation Form

<b>Date:</b>	<b>July 19, 2021</b>
<b>Department:</b>	Real Estate and Asset Management
<b>Contract Number:</b>	20ITBC123789C-CG
<b>Contract Title:</b>	AED Batteries for Cardiac Science Powerheart G-3 and G5 Automated External Defibrillators – FY2022

**Instructions:**

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

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

This contract provides (AED) Batteries for Cardiac Science Powerheart G-3 and G-5 Automated External Defibrillators, and Cardiac Science Powerheart G-3 (AED) Defibrillation Adult Pads for Fulton County facilities.

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

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

Date of search:	June 2, 2021
Price found:	<b>5,670</b>
Different features / Conditions:	<b>No</b>
Percent difference between internet price and renewal price:	<b>13%</b>

**Explanation / Notes:**

The vendor's prices are below the average market price.

☐ **Market Survey of other jurisdictions:**

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

**Explanation / Notes:**

A jurisdiction market survey was not conducted. The ITB process was used to determine the lowest bidder.

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

All interested vendors were allowed to bid on this contract via an ITB. The vendor was chosen from all submitted contracts in accordance with the Department of Purchasing and Contract Compliance guidelines.

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

The County spent 57,160.85 in FY2020.

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

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

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

**Explanation / Notes:**

Click here to enter text.



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

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

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

If this renewal is not approved, the Department cannot address the necessary supplies needed to replace batteries and adult pads of AED defibrillators in the County facilities.

Walker-Butts, Brenda,  
Emergency Evacuation Training Coordinator

Prepared by

Joseph N. Davis, Director

Department Head

July 19, 2021

Date

Click here to enter a date.

8/4/2021

Date



**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**GOODS AND COMMODITIES**

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

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

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

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





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 21-0699

Meeting Date: 9/15/2021

### Department

Real Estate and Asset Management

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

Request approval to increase spending authority - Department of Real Estate and Asset Management, Bid# 19ITBC118608C-BKJ, HVAC Equipment and Parts in the total amount of \$25,000.00 with: (A) Johnstone Supply of Atlanta (Norcross, GA) in the amount of \$15,000.00; (B) F. M. Shelton, Inc. (Atlanta, GA) in the amount of \$5,000.00; and (C) United Refrigeration, Inc. (Pittsburgh, PA) in the amount of \$5,000.00, to purchase additional HVAC parts and related items and to help supplement the rising cost of HVAC refrigerant and repair parts, facility restarts, numerous equipment repairs by in-house staff and end of life cycle replacements. Effective upon BOC approval.

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

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

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

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

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

**Scope of Work:** The increase in spending authority is to cover the cost of purchasing additional HVAC parts and related items and help supplement the rising cost of HVAC refrigerant and repair parts, facility restarts, numerous equipment repairs by in-house staff and end of life cycle replacements. The current authority is not able to support the current requirements.

This contract provides HVAC manufacturer equipment and replacement parts on an as-needed basis. The contracts provide support for the Department of Real Estate and Asset Management heating and air conditioning staff to perform required maintenance, diagnostic testing and repairs on approximately 1,000 existing air conditioning systems ranging from 10,000 to 25,000 BTUs throughout the County. The department receives an average of 2,000 HVAC work orders per year for maintenance related issues.

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

**Department Recommendation:** The Department of Real Estate and Asset Management recommends approval to increase spending authorities to purchase additional HVAC parts and related items and to help supplement the rising cost which the current authority is not able to support for the remainder of fiscal year 2021.

The Department is requesting an increase in spending authority in the total amount of \$25,000 to cover the cost purchase additional HVAC parts and related items and to help supplement the rising cost of refrigerant and parts, facility restarts, numerous equipment repairs, by in-house staff and end of life cycle replacements. The current authority is not able to support the current requirements, and do not have enough total remaining authority (\$23,297.60) to cover these immediate demands for the remainder of FY2021.

Historical Expenditures:

- FY2021: The County expenditures as of 7/27/2021, \$46,702.40
- FY2020: The County spent \$77,002.15
- FY2019: The County spent \$45,000.00
- FY2018: The County spent \$95,962.00

**Project Implications:** The increase in spending authorities will provide the necessary flexibility of covering the cost of purchasing additional HVAC equipment and parts needed to support the in-house HVAC maintenance staff.

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

**Department Issues/Concerns:** : If these increases in spending authorities are not approved, the Department will not be able to sustain the immediate need of purchasing additional HVAC maintenance and repairs on HVAC systems at Fulton County facilities

## **Contract Modification**

**(A) Johnstone Supply of Atlanta**

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Contract Amount	19-0502	6/19/19	\$17,850.84
1 <sup>st</sup> Renewal	19-0918	11/20/19	\$47,400.00
2 <sup>nd</sup> Renewal	20-0611	9/2/20	\$35,000.00
<b>Increase Spending Authority</b>			<b>\$15,000.00</b>
Total Revised Amount			\$115,250.84

**(B) F. M. Shelton, Inc.**

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Contract Amount	19-0502	6/19/19	\$16,045.24
1 <sup>st</sup> Renewal	19-0918	11/20/19	\$42,500.00
2 <sup>nd</sup> Renewal	20-0611	9/2/20	\$25,000.00
<b>Increase Spending Authority</b>			<b>\$5,000.00</b>
Total Revised Amount			\$88,545.24

**(C) United Refrigeration, Inc.**

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Contract Amount	19-0502	6/19/19	\$3,823.36
1 <sup>st</sup> Renewal	19-0918	11/20/19	\$10,100.00
2 <sup>nd</sup> Renewal	20-0611	9/2/20	\$10,000.00
<b>Increase Spending Authority</b>			<b>\$5,000.00</b>
Total Revised Amount			\$28,923.36

**Contract & Compliance Information** *(Provide Contractor and Subcontractor details.)***Total Contract Value**      **\$25,000.00****(A)**

**Contract Value:**                      **\$15,000.00**  
**Prime Vendor:**                      **Johnstone Supply of Atlanta**  
**Prime Status:**                      **Non-Minority**  
**Location:**                              **Norcross, GA**  
**County:**                                **Gwinnett County**  
**Prime Value:**                        **\$15,000.00 or 100.00%**  
**Subcontractor:**                      **None**

**Total Contract Value:**      **\$15,000.00 or 100.00%**

**Total M/FBE Value:**        **\$-0-****(B)****Contract Value:**            **\$5,000.00****Prime Vendor:**        **F.M Shelton, Inc.****Prime Status:**        **African American Female Business Enterprise-Non-Certified****Location:**            **Atlanta, GA****County:**            **Fulton County****Prime Value:**            **\$5,000.00 or 100%****Subcontractor:**        **None****Total Contract Value:**    **\$5,000.00 or 100.00%****Total M/FBE Value:**       **\$5,000.00 or 100.00%****(C)****Contract Value:**            **\$5,000.00****Prime Vendor:**        **United Refrigeration, Inc.****Prime Status:**        **Non-Minority****Location:**            **Pittsburg, PA****County:**            **Allegheny County****Prime Value:**            **\$5,000.00 or 100.00%****Subcontractor:**        **None****Total Contract Value:**    **\$5,000.00 or 100.00%****Total M/FBE Value:**       **\$ -0-****Grand Contract Value:**   **\$25,000.00 or 100.00%****Grand M/FBE Value:**      **\$5,000.00 or 20.00%****Exhibits Attached**

Exhibit 1: Amendment No. 1 to Form of Contracts

Exhibit 2: Contractors Performance Reports

**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: \$37,719.44  
Previous Adjustments: \$170,000.00  
This Request: **\$25,000.00**  
TOTAL: \$232,719.44

**Grant Information Summary**

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

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

100-520-5222-1410: General, Real Estate and Asset Management, Equipment -\$25,000.00

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: 12/31/2021
Cost Adjustment:	Renewal/Extension Terms:

**Overall Contractor Performance Rating:**

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

Choose an item.

**Report Period Start:** 8/17/2021  
**Report Period End:**

## **AMENDMENT NO. 1 TO FORM OF CONTRACT**

Contractor: JOHNSTONE SUPPLY OF ATLANTA

Contract No. **19ITB118608C-BKJ**

Address: 6019 Goshen Springs Road  
City, State Norcross, GA 30071

Telephone: **770-446-0400**

E-mail: [david.shewchuk@johnstonemeyergroup.com](mailto:david.shewchuk@johnstonemeyergroup.com)

Contact: Dave Shewchuk  
Manager

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

WHEREAS, Fulton County ("County") entered into a Contract with Johnstone Supply of Atlanta to provide HVAC Equipment and Parts, dated 1<sup>st</sup> date of January 2021, on behalf of the Department of Real Estate and Asset Management and

WHEREAS, The purpose of this amendment of contract is due to rising cost of refrigerant and parts, facility restarts, numerous equipment repairs, by in-house staff and end of life cycle replacements, the original budget allocated for this commodity does not support for this requirements; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

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

This Amendment No. 1 to Form of Contract is effective as of the \_\_\_\_ day of August, 2021 between the County and Johnstone Supply of Atlanta. who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** Furnish all labor, parts, equipment, and materials necessary to purchase HVAC Equipment and Parts for Fulton County facilities.
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$ 15,000.00 (Fifteen

Thousand Dollars and Zero Cents).

3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

**[INTENTIONALLY LEFT BLANK]**

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

OWNER:

**FULTON COUNTY, GEORGIA**

CONSULTANT:

**F. M. SHELTON, INC.**

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

ATTEST:

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

(Affix County Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Fawn M. Shelton  
Owner

ATTEST:

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

(Affix Corporate Seal)

ATTEST:

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

APPROVED AS TO CONTENT:

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

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

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

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

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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## **AMENDMENT NO. 1 TO FORM OF CONTRACT**

Contractor: F. M. SHELTON, INC.

Contract No. **19ITB118608C-BKJ, HVAC Equipment and Parts**

Address: 972 Donnelly Ave SW Suite 2  
City, State Atlanta, GA 30310

Telephone: **404-755-9448**

E-mail: [fmskelton@bellsouth.net](mailto:fmskelton@bellsouth.net)

Contact: Fawn M. Shelton  
Owner

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

WHEREAS, Fulton County ("County") entered into a Contract with F. M. Shelton, Inc. to provide HVAC Equipment and Parts, dated 1<sup>st</sup> date of January 2021, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, The purpose of this amendment of contract is due to rising cost of refrigerant and parts, facility restarts, numerous equipment repairs, by in-house staff and end of life cycle replacements, the original budget allocated for this commodity does not support for this requirements; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

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

This Amendment No. 1 to Form of Contract is effective as of the \_\_\_\_ day of August, 2021 between the County and F. M. Shelton, Inc. who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** Furnish all labor, parts, equipment, and materials necessary to purchase HVAC Equipment and Parts for Fulton County facilities.
2. **COMPENSATION:** The services described under Scope of Work herein shall be

performed by Contractor for a total amount not to exceed \$ 5,000.00 (Five Thousand Dollars and Zero Cents).

3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

**[INTENTIONALLY LEFT BLANK]**

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

OWNER:

**FULTON COUNTY, GEORGIA**

CONSULTANT:

**F. M. SHELTON, INC.**

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

ATTEST:

\_\_\_\_\_  
Fawn M. Shelton  
Owner

ATTEST:

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

(Affix County Seal)

APPROVED AS TO FORM:

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

(Affix Corporate Seal)

ATTEST:

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

APPROVED AS TO CONTENT:

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

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

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

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

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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## **AMENDMENT NO. 1 TO FORM OF CONTRACT**

Contractor: United Refrigeration, Inc.

Contract No. **19ITB118608C-BKJ, HVAC Equipment and Parts**

Address: PO Box 644628  
City, State: Pittsburg, PA 15264

Telephone: 770-948-8400

E-mail: [branchj6@uri.com](mailto:branchj6@uri.com)

Contact: Matt Gray  
Regional Manager

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

WHEREAS, Fulton County ("County") entered into a Contract with [Insert Contractor Name] to provide [Insert the scope of work/services], dated [Insert contract effective date], on behalf of the [Insert User Department]; and

WHEREAS, The purpose of this amendment of contract is due to rising cost of refrigerant and parts, facility restarts, numerous equipment repairs, by in-house staff and end of life cycle replacements, the original budget allocated for this commodity does not support for this requirements; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

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

This Amendment No. 1 to Form of Contract is effective as of the \_\_\_\_ day of August, 2021 between the County and United Refrigeration, Inc. who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** Furnish all labor, parts, equipment, and materials necessary to purchase HVAC Equipment and Parts for Fulton County facilities.
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$ 5,000.00 (Five



Thousand Dollars and Zero Cents).

3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

**[INTENTIONALLY LEFT BLANK]**

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

OWNER:

**FULTON COUNTY, GEORGIA**

\_\_\_\_\_  
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 and Asset  
Management

CONSULTANT:

**UNITED REFRIGERATION, INC.**

\_\_\_\_\_  
Matt Gray  
Regional Manager

ATTEST:

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

(Affix Corporate Seal)

ATTEST:

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

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

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

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**GOODS AND COMMODITIES**

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

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

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

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



**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**GOODS AND COMMODITIES**

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

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

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

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



**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**GOODS AND COMMODITIES**

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

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

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

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







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0700

**Meeting Date:** 9/15/2021

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### Department

Superior Court Administration

### Requested Action

Request approval to renew a contract - Superior Court Administration, 20RFP100920A-CJC, Legal Services for Fulton Courts Justice Resource Center in the amount of \$205,380.00 with Atlanta Legal Aid Society, Inc. (Atlanta, GA) to provide legal assistance and services to citizens. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2022 through December 31, 2022.

### 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 or 60 days if the contract term is six (6) months or less.

### Strategic Priority Area related to this item

Justice and Safety

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

### Summary & Background

**Scope of Work:** The Family Law Resource Section of the JRC is designed to primarily to assist low to moderate income individuals who ordinarily could not afford an attorney. The development and delivery of a senior services legal consultation program of the Fulton County Courts Justice Resource Center (JRC). The Senior Services component will function in a similar way to the Family Law component in which assistance and information would be provided to seniors (age 60 and over)

who wish to educate themselves on legal issues underlying the elder population, such as Wills and Probate (Estate Planning and Guardianship), Landlord and Tenant issues (evictions), Federal and State benefits (Medicaid, Medicare, Social Security), Fraud and Elder Abuse, and Grandparents Rights. As with the family law consultation sessions, the senior services consultation component would not involve representation.

**Community Impact:** Provides critical legal assistance to low - moderate income individuals.

**Department Recommendation:** Recommend Approval.

**Project Implications:** The Superior Court does not foresee any project implications with these services.

**Community Issues/Concerns:** The Superior Court does not anticipate any community issues or concerns with these services.

**Department Issues/Concerns:** The Superior Court does not have any departmental issues or concerns.

### **Contract Modification**

<b>Current Contract History</b>	<b>BOC Item</b>	<b>Date</b>	<b>Dollar Amount</b>
Original Award Amount	21-0101	02/03/2021	\$205,380.00
1st Renewal			\$205,380.00
Total Revised Amount			\$410,760.00

### **Contract & Compliance Information**

**Contract Value:** \$205,380.00  
**Prime Vendor:** Atlanta Legal Aid Society, Inc.  
**Prime Status:** Non-Minority  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Prime Value:** \$205,380.00 or 100.00%

**Total Contract Value:** \$205,380.00 or 100.00%  
**Total M/FBE Value:** -0-

### **Exhibits Attached**

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

### **Contact Information**

David Summerlin, Court Administrator, Superior Court, 404.612.4520

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$205,380.00  
Previous Adjustments: None  
This Request: \$205,380.00  
TOTAL: \$410,760.00

**Grant Information Summary**

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

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

100-450-4504-1160: General, Superior Court-Admin, Professional Service- \$130,000.00

**Funding Line 2:**

433-470-4701-1160: Law Library Funds, Superior Court Clerk, Professional-\$75,380.00

Key Contract Terms	
Start Date: 2/3/2021	End Date: 12/31/2021
Cost Adjustment: None	Renewal/Extension Terms: Option 1 (2022) of 2 (2023)

**Overall Contractor Performance Rating:**

---

**Agenda Item No.:** 21-0700

**Meeting Date:** 9/15/2021

---

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

Yes

**Report Period Start:**  
1/1/2020

**Report Period End:**  
12/31/2020



**DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE**

**CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT:** SUPERIOR COURT

**BID/RFP# NUMBER:** 20RFP100920A-CJC

**BID/RFP# TITLE:** Legal Services for Fulton Courts Justice Resource Center

**ORIGINAL APPROVAL DATE:** February 3, 2021

**RENEWAL EFFECTIVE DATES:** January 1, 2022 – December 31, 2022

**RENEWAL OPTION #:** 1 OF 2

**NUMBER OF RENEWAL OPTIONS:** 2

**RENEWAL AMOUNT:** \$205,380.00

**COMPANY'S NAME:** Atlanta Legal Aid Society, Inc.

**ADDRESS:** 54 Ellis Street

**CITY:** Atlanta

**STATE:** Georgia

**ZIP:** 30303

**This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE:            BOC NUMBER:**

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

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

**FULTON COUNTY, GEORGIA**

**[INSERT COMPANY NAME]**

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

\_\_\_\_\_  
**[Insert name]**  
**[Insert title]**

**ATTEST:**

**ATTEST:**

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

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

**(Affix County Seal)**

**(Affix Corporate Seal)**

**AUTHORIZATION OF RENEWAL:**

**ATTEST:**

\_\_\_\_\_  
**[Insert Department Head Name & Title]**  
**[Insert User Department Name]**

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

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

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

**(Affix Notary Seal)**

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

## Contract Renewal Evaluation Form

<b>Date:</b>	<b>August 19, 2021</b>
<b>Department:</b>	Superior Court Administration
<b>Contract Number:</b>	20RFP100920A-CJC
<b>Contract Title:</b>	Legal Services for Fulton County Courts Justice Resource Center (JRC)

**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.**

Atlanta Legal Aid Society and the Fulton County Courts Justice Resource Center have worked to maintain and stay within the agreed upon level of services that is prescribed in the contract and offered to the public.

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

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

Date of search:	August 19, 2021
Price found:	<b>No</b>
Different features / Conditions:	<b>N/A</b>
Percent difference between internet price and renewal price:	<b>N/A</b>

**Explanation / Notes:**

These are specialized services within the Metropolitan Atlanta area which does not yield pricing results. These services are normally offered through a non-profit organization such as The Atlanta Legal Aid Society, Inc. or by independent law firms.

☒ **Market Survey of other jurisdictions:**

Date contacted:	August 2, 2021
Jurisdiction Name / Contact name:	<b>Dekalb Superior Court</b>
Date of last purchase:	January 1, 2021
Price paid:	<b>~\$60,000 Annually</b>
Inflation rate:	<b>N/A</b>
Adjusted price:	<b>N/A</b>



Percent difference between past purchase price and renewal price:	<b>No</b>
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	<b>Fulton County's annual price is 110% higher</b>

**Explanation / Notes:**

We found our price to be higher due to the level of services we provide as well as our higher utilization of these services. Additionally, we expanded our services to include a special component to assist seniors with legal matters. Dekalb does not offer senior services.

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

We reached out to Dekalb Superior Court to determine how they utilized these services and found that they do not offer the same services we offer to our patrons. Dekalb only offer these services on a direct referral basis and we accept walk-ins. We also have expanded our services to include a specialized component for seniors.

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

Contract fees for 2021: \$205,380.00

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

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

Date of last purchase:	January 1, 2021
Price paid:	<b>\$205,380.00</b>
Inflation rate:	<b>None</b>
Adjusted price:	<b>None</b>
Percent difference between past purchase price and renewal price:	<b>None</b>

**Explanation / Notes:**

The vendor did not contact us regarding an adjustment for inflation.

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

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

☐ Yes ☒ No If yes, attach the analysis.

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

The Fulton County Courts Justice Resource Center would not be able to provide family and senior legal information and advice services to self-represented litigants.



**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

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

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

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

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





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 21-0701

**Meeting Date:** 9/15/2021

### Department

Superior Court Clerk

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

Request approval to amend an existing contract - Clerk of Superior and Magistrate Courts, 14RFP93286A-CJC, E-Filing System with Tyler Technologies, Inc. (Plano, TX) to extend the contract through July 2, 2023 and to amend the scope of work for the integrated electronic filing system for all case types within the jurisdiction of State, Magistrate, Superior and Probate Courts. Effective upon BOC approval.

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

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

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

Justice and Safety

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background** This contract provides a fully integrated E-Filing System to accommodate all case filings within the jurisdiction of State, Magistrate, Superior and Probate Courts. This request will extend the existing contract through July 2, 2023 and amends the scope of work as follows:

A new section, titled **Section M, Value Added Features**, will be added:

**M. Value Added Features:** Tyler shall be permitted to develop and offer optional value-added features and/or services ("Value-Added Features") to Registered Users of Tyler's electronic filing service provider ("EFSP") portal at no cost to the County. These Value-Added Features include (but not limited to) the following:

- Redaction - an optical character recognition service which reads the text of a document and automatically redacts sensitive information. It also affords users the ability to make changes to the automated redaction candidates prior to finalizing the document for submission to the court.
- Document Conversion - a solution which will convert documents from Microsoft Word format into the court-required PDF format.
- Service without a Case - an offering which allows users to electronically send documents to other parties in an encrypted and secure manner. This service also tracks receipt of electronic delivery and the opening of these electronic documents to certain IP addresses.
- Auto-Fill Filing - an optical character recognition service which will read the text of a document and automatically populate the required fields needed to electronically file the document with the appropriate court.
- Bulk Filing - a service which will allow filers to submit multiple filings at once.

Tyler may assess subscription fees or transaction fees to Registered Users for their use of Value-Added Features. Fees may be transactional or offered through a subscription service. For the sake of clarity, such fees are separate from and do not otherwise affect the Filing Fees or other Use Fees collected by Tyler or the Client pursuant to the Agreement nor are they subject to revenue division with the County.

**B. Exhibit D**, will be revised as follows:

The use fees for electronic filers shall be defined as the per party per case convenience fees for electronic filing consistent with OCGA 15-6-11 for Superior and State Courts and shall not be more than allowed by said statute or any other statute. These fees and revenue share are outlined in the following chart.

Description	Superior and State Courts	Magistrate Court	Probate Court
-------------	---------------------------	------------------	---------------

Total Use Fees	At least \$19.00 but not more than the maximum allowed by statute.	At least \$14.00 but not more than the maximum allowed by statute, if any.	At least \$14.00 but not more than the maximum allowed by statute, if any.
County Share	At least \$2.00 but not more than the maximum allowed by statute.	At least \$2.00 but not more than the maximum allowed by statute, if any.	At least \$2.00 but not more than the maximum allowed by statute, if any.
Tyler Share	The total use fees less the county share.	The total use fees less the county share.	The total use fees less the county share.

**Scope of Work:****Community Impact:****Department Recommendation:** Recommends approval**Project Implications:****Community Issues/Concerns:** No community concerns or issues have been noted.**Department Issues/Concerns:****Contract Modification**

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	14-0859	10/15/2014	Revenue Generating
1st Renewal	17-0546	7/19/2017	Revenue Generating
2 <sup>nd</sup> Renewal	19-1163	12/18/2019	Revenue Generating
<b>Extension #1</b>			Revenue Generating
Total Revised Amount			Revenue Generating

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

**Contract Value:** Revenue Generating  
**Prime Vendor:** Tyler Technologies, Inc.  
**Prime Status:** Non-Minority  
**Location:** Plano, TX  
**County:** Denton County  
**Prime Value:** Revenue Generating

**Total Contract Value:** Revenue Generating  
**Total M/FBE Value:** Revenue Generating

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

Exhibit 1: Amendment No. 2 to Form of Contract

Exhibit 2: Contractor Performance Report

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

Click or tap here to enter text.

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: Revenue Generating

Previous Adjustments: Revenue Generating

This Request: Revenue Generating

TOTAL: Revenue Generating

**Grant Information Summary**Amount Requested: ☐ CashMatch Required: [Click here to enter text.](#) ☐ In-KindStart Date: ☐ Approval to AwardEnd Date: ☐ Apply & Accept

Match Account \$:

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

All funds will be deposited into revenue line: Revenue Source 439-470-P016-6033

Key Contract Terms	
Start Date:	End Date:
Cost Adjustment:	Renewal/Extension Terms:



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**Agenda Item No.:** 21-0701

**Meeting Date:** 9/15/2021

---

**Overall Contractor Performance Rating:**

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

Yes

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

**AMENDMENT NO. 2 TO FORM OF CONTRACT**

Contractor: **Tyler Technologies, Inc.**

Contract No. **14RFP93286A-CJC, E-Filing System**

Address: **5101 Tennyson Parkway**  
City, State **Plano, TX 75024**

Telephone: **(800) 966-6999**

E-mail: **tim.upton@tylertech.com**

Contact: **Tim Upton**  
**Senior Account Executive**

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

WHEREAS, Fulton County ("County" or "Client") entered into a Contract with Tyler Technologies, Inc., ("Tyler") to provide an E-Filing System, dated January 1, 2015, on behalf of the Clerks of Superior Court, State Court, Magistrate Court, and Probate Court; and

WHEREAS, the County wishes to extend the existing contract through July 2, 2023; and

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

WHEREAS, Tyler and Client desire to amend the terms of the Agreement to reflect their ongoing relationship as provided herein; and

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

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

This Amendment No. 2 to Form of Contract is effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the County and [Insert Contractor Name], who agree that all Services specified will be performed in accordance with this Amendment No. 2 to Form of Contract and the Contract Documents.

**1. SCOPE OF WORK TO BE PERFORMED:**

A. **Exhibit B** will be revised as follows:

A new section, titled **Section M, Value Added Features**, will be added:

**M. Value Added Features:** Tyler shall be permitted to develop and offer optional value-added features and/or services (“Value-Added Features”) to Registered Users of Tyler’s electronic filing service provider (“EFSP”) portal at no cost to the County. These Value-Added Features include (but not limited to) the following:

- Redaction – an optical character recognition service which reads the text of a document and automatically redacts sensitive information. It also affords users the ability to make changes to the automated redaction candidates prior to finalizing the document for submission to the court.
- Document Conversion – a solution which will convert documents from Microsoft Word format into the court-required PDF format.
- Service without a Case – an offering which allows users to electronically send documents to other parties in an encrypted and secure manner. This service also tracks receipt of electronic delivery and the opening of these electronic documents to certain IP addresses.
- Auto-Fill Filing – an optical character recognition service which will read the text of a document and automatically populate the required fields needed to electronically file the document with the appropriate court.
- Bulk Filing – a service which will allow filers to submit multiple filings at once.

Tyler may assess subscription fees or transaction fees to Registered Users for their use of Value-Added Features. Fees may be transactional or offered through a subscription service. For the sake of clarity, such fees are separate from and do not otherwise affect the Filing Fees or other Use Fees collected by Tyler or the Client pursuant to the Agreement nor are they subject to revenue division with the County.

B. **Exhibit D**, will be revised as follows:

The use fees for electronic filers shall be defined as the per party per case convenience fees for electronic filing consistent with OCGA 15-6-11 for Superior and State Courts and shall not be more than allowed by said statute or any other statute. These fees and revenue share are outlined in the following chart.

Description	Superior and State Courts	Magistrate Court	Probate Court

Total Use Fees	At least \$19.00 but not more than the maximum allowed by statute.	At least \$14.00 but not more than the maximum allowed by statute, if any.	At least \$14.00 but not more than the maximum allowed by statute, if any.
County Share	At least \$2.00 but not more than the maximum allowed by statute.	At least \$2.00 but not more than the maximum allowed by statute, if any.	At least \$2.00 but not more than the maximum allowed by statute, if any.
Tyler Share	The total use fees less the county share.	The total use fees less the county share.	The total use fees less the county share.

2. **COMPENSATION:** This is a revenue generating contract and compensation for work performed by Tyler Technologies, Inc., on Project shall be in accordance with the payment provisions and compensation schedule.
3. **LIABILITY OF COUNTY:** This Amendment No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission, and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 2 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 2 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

**IN WITNESS THEREOF**, the Parties hereto have caused this Amendment 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:

\_\_\_\_\_  
[insert department head name & title]  
[insert user department name]

CONSULTANT:

**TYLER TECHNOLOGIES, INC.**

\_\_\_\_\_  
Jeff Puckett  
Vice President

ATTEST:

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

(Affix Corporate Seal)

ATTEST:

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

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

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

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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**DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE**

**CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT:** CLERK OF SUPERIOR & MAGISTRATE COURTS

**BID/RFP# NUMBER:** 14RFP93286A-CJC

**BID/RFP# TITLE:** EFILING SYSTEM

**ORIGINAL APPROVAL DATE:** October 15, 2014

**RENEWAL EFFECTIVE DATES:**

**RENEWAL OPTION #:** OF

**NUMBER OF RENEWAL OPTIONS:**

**RENEWAL AMOUNT:** \$

**COMPANY'S NAME:** TYLER TECHNOLOGIES, INC

**ADDRESS:** 5101 TENNYSON PARKWAY

**CITY:** PLANO

**STATE:** TX

**ZIP:** 75024

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

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

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

**FULTON COUNTY, GEORGIA**

**[INSERT COMPANY NAME]**

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

\_\_\_\_\_  
**[Insert name]  
[Insert title]**

**ATTEST:**

**ATTEST:**

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

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

**(Affix County Seal)**

**(Affix Corporate Seal)**

**AUTHORIZATION OF RENEWAL:**

**ATTEST:**

\_\_\_\_\_  
**[Insert Department Head Name & Title]  
[Insert User Department Name]**

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

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

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

**(Affix Notary Seal)**

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



**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

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



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

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

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





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0579

**Meeting Date:** 9/15/2021

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

Request approval of a Resolution establishing a set payment of \$250.00 per day for members of Fulton County Boards, Committees, Authorities, and Commissions where Commissioners make appointments, establishing exceptions for those entities where payments are established by State statute, law or regulation; and for other purposes. **(Arrington) (HELD ON 8/4/21, 8/18/21 AND 9/1/21)**

1 A RESOLUTION ESTABLISHING A SET PAYMENT OF \$250 PER DAY FOR  
2 MEMBERS OF FULTON COUNTY BOARDS, COMMITTEES, AUTHORITIES, AND  
3 COMMISSIONS, WHERE COMMISSIONERS MAKE APPOINTMENTS;  
4 ESTALBISHING EXCEPTIONS FOR THOSE ENTITIES WHERE PAYMENTS ARE  
5 ESTABLISHED BY STATE STATUTE, LAW, OR REGULATION; AND FOR OTHER  
6 PURPOSES  
7

8 WHEREAS, the Fulton County Board of Commissioners has authority, pursuant to  
9 the Constitution of the State of Georgia, Article 9, Sec. 2 ¶ 1(a), to adopt reasonable  
10 ordinances, resolutions, or regulations relating to its affairs for which no provision has  
11 been made by general law and which is not inconsistent with this Constitution or any local  
12 law applicable thereto; and

13 WHEREAS, the members of the boards, committees, authorities, and  
14 commissions who serve Fulton County fulfill important roles in carrying out vital functions  
15 for the citizens of Fulton County, and perform these services as a civic duty in order to  
16 benefit their fellow citizens; and

17 WHEREAS, attending the meetings of these bodies requires members to expend  
18 personal financial resources in serving the public, which would create a hardship for some  
19 who cannot participate in these organizations because they do not have the financial  
20 resources to do so; and

21 WHEREAS, the Fulton County Board of Commissioners has determined that it is  
22 desirable to pay a per diem of \$250 to members of these bodies for each day they perform  
23 such civic duties in order to defray some of the costs that may otherwise prevent them  
24 from serving due to budget constraints or other obstacles; and

25 WHEREAS, this per diem is not intended to reimburse members of these bodies  
26 for all financial costs incurred in carrying out these civic functions; and

27           **WHEREAS**, the Board of Commissioners has determined that the public welfare  
28 will best be served by placing all appointees on equal footing by paying this set per diem  
29 of \$250 for members of all such bodies, except as otherwise provided by law; and

30           **WHEREAS**, the Board of Commissioners has found no record of any action by  
31 the governing authority setting any per diem that applies to all such bodies of Fulton  
32 County heretofore.

33           **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of  
34 Commissioners hereby supports the payment of \$250 per diem for all meetings attended  
35 by a member per day, via payment from the County's Finance Department or from those  
36 entities that have their own funding source, with no duplication of any such payment.

37           **BE IT FURTHER RESOLVED**, that the Finance Department shall create a funding  
38 line to support the payment of such per diem payments where the organization does not  
39 otherwise have its own funding source.

40           **BE IT FURTHER RESOLVED**, that nothing in this Resolution is intended to replace  
41 or deny the per diem payments made to those organizations that are established by state  
42 statute, law, or regulation.

43           **BE IT FURTHER RESOLVED**, the members serving on Fulton County taskforces  
44 are not included in those members that qualify for the per diem allotment herein.

45           **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its  
46 adoption, and shall continue until further notice, and that all resolutions and parts of  
47 resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

**FULTON COUNTY BOARD OF COMMISSIONERS**

Sponsored by:

\_\_\_\_\_  
Marvin Arrington  
Commissioner, District 5

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Kaye Woodard Burwell, Interim County Attorney

P:\CALegislation\BOC\Resolutions\2021 Resolutions\Arrington\8.04.21 Resolution PER DIEM Arrington.docx





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0618

**Meeting Date:** 9/15/2021

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

Request approval of a Resolution for the development and execution of a feasibility study for the location and construction of a new Fulton County Jail. **(Abdur-Rahman/Arrington) (HELD ON 8/18/21) (MOTION TO APPROVE FAILED ON 9/1/21)**



1 **RESOLUTION BY THE BOARD OF COMMISSIONERS OF FULTON COUNTY TO DEVELOP**  
2 **AND EXECUTE A FEASIBILITY STUDY FOR THE LOCATION AND CONSTRUCTION OF A**  
3 **NEW FULTON COUNTY JAIL; AND FOR OTHER PURPOSES.**  
4

5 **WHEREAS**, the Board of Commissioners is charged, among other responsibilities under  
6 the law, with maintaining the public health and safety of its approximately one-million residents  
7 and citizens, visitors and others in Fulton County; and  
8

9 **WHEREAS**, a key function of safety is an effective and efficient criminal justice system,  
10 including courts and judges, prosecutors, defenders, diversion programs and services, and  
11 detention facilities that meet humane and legal standards; and  
12

13 **WHEREAS**, the Fulton County Sheriff Patrick Labat and sheriffs before him have publicly  
14 pleaded the case and the need for a new main detention (jail) facility to replace the outdated and  
15 overcrowded Rice Street Jail; and  
16

17 **WHEREAS**, the respective staffs of the County Manager and the Sheriff have begun  
18 preliminary discussions on protocols, processes and potential costs of a study of the feasibility for  
19 a new Fulton County Jail; and  
20

21 **WHEREAS**, the Board of Commissioners recognizes the need for a new facility that will  
22 help relieve cost overruns; eliminate unnecessary waste of taxpayer's dollars; and relieve the  
23 County of potential lawsuits related to jail overcrowding and other potential legal risks related to  
24 the current jail facility and housing of inmates.  
25

26 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of Fulton  
27 County hereby approves the development and execution of a feasibility study for the location and  
28 construction of a new Fulton County Jail; and  
29

30 **BE IT ALSO RESOLVED**, that Board of Commissioners hereby directs the County  
31 Manager and the appropriate County staff to work in concert with the Sheriff's Office to execute  
32 the best possible feasibility study that meets the aims and goals and full intent of this Resolution;  
33 and that the County Manager and the Sheriff shall report back with recommendations for action  
34 by the Commission within 30 days; and  
35

36 **BE IT FINALLY RESOLVED**, that this Resolution replaces and supersedes any prior act  
37 by the Board of Commissioners relative to the topic of this Resolution; and that resolutions and  
38 parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.  
39

40 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County, Georgia,  
41 this \_\_\_\_\_ day of August, 2021.  
42  
43  
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52

FULTON COUNTY BOARD OF  
COMMISSIONERS

**SPONSORED BY:**

\_\_\_\_\_  
Khadijah Abdur-Rahman, Commissioner  
District 6

\_\_\_\_\_  
Marvin S. Arrington, Jr., Commissioner  
District 5

\_\_\_\_\_  
\_\_\_\_\_, Commissioner  
District \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Commissioner  
District \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Commissioner  
District \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Kaye Woodard Burwell, Interim County Attorney





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0670

**Meeting Date:** 9/15/2021

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

Request approval of a Resolution to identify positions to be used for appointment of Fulton County's representatives to the Region 3 Emergency Medical Services Advisory Council; and for other purposes. **(Pitts) (HELD ON 9/1/21)**

1     **A RESOLUTION TO IDENTIFY POSITIONS TO BE USED FOR APPOINTMENT OF**  
2     **FULTON COUNTY’S REPRESENTATIVES TO THE REGION 3 EMERGENCY**  
3     **MEDICAL SERVICES ADVISORY COUNCIL; AND FOR OTHER PURPOSES**  
4

5             **WHEREAS**, Fulton County, Georgia (“Fulton County”) is a political subdivision of  
6 the State of Georgia, existing as such under and by the Constitution, statutes, and laws  
7 of the State; and

8             **WHEREAS**, Fulton County is interested in the promoting the safety and health of  
9 Fulton County residents; and

10            **WHEREAS**, Fulton County promotes and participates in the Region 3 Emergency  
11 Medical Services Advisory Council to coordinate and promote cooperation of emergency  
12 medical services within Fulton County and surrounding areas; and

13            **WHEREAS**, the Region 3 Emergency Medical Services Advisory Council serves  
14 as the local coordinating entity for emergency response zones within Region 3; and

15            **WHEREAS**, the Region 3 Emergency Medical Services Advisory Council serves  
16 as a liaison between the Georgia Department of Public Health and the emergency  
17 medical services systems of Clayton, Cobb, DeKalb, Douglas, Fulton, Gwinnett, Newton,  
18 and Rockdale counties; and

19            **WHEREAS**, the Region 3 Emergency Medical Services Advisory Council  
20 promotes public education, knowledge and training relating to emergency medical  
21 services at the local and regional level to persons involved with the delivery of emergency  
22 medical services; and

23            **WHEREAS**, Fulton County, as a participant in the Region 3 Emergency Medical  
24 Services Advisory Council is responsible for nominating and appointing six (6) members  
25 of the Council; and

1           **WHEREAS**, Fulton County believes that certain persons in responsible positions  
2 within Fulton County are the most knowledgeable and most qualified individuals to act as  
3 members of the Region 3 Emergency Medical Services Advisory Council.

4           **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby  
5 agrees that individuals holding the following positions are the most qualified to participate  
6 in the Region 3 Emergency Medical Services Advisory Council:

- 7           1. The Chief of a Fire Department from one of the municipalities in the northern  
8           portion of Fulton County as recommended by the majority of Fire Chiefs in the  
9           northern portion of Fulton County;
- 10          2. The Chief of a Fire Department from one of the municipalities in the southern  
11          portion of Fulton County as recommended by the majority of Fire Chiefs in the  
12          southern portion of Fulton County;
- 13          3. The Chief of the City of Atlanta Fire Department;
- 14          4. The Board of Health District Health Director or his/her or their designee;
- 15          5. The Director of the Atlanta Fulton County Emergency Management Agency;
- 16          6. The Director of Fulton County's 911/E911 Department.

17           **BE IT FURTHER RESOLVED**, as opportunities to appoint members to the Region  
18 3 Emergency Medical Services Advisory Council arise, the Board of Commissioners shall  
19 nominate and appoint one person from each of the above categories to the Region 3  
20 Emergency Medical Services Advisory Council;

21           **BE IT FINALLY RESOLVED**, that going forward, the Fulton County Board of  
22 Commissioners will endeavor to have one representative of each of the above categories  
23 continually serve on the Region 3 Emergency Medical Services Advisory Council.

**PASSED AND ADOPTED** by the Board of Commissioners of Fulton County, this  
\_\_\_\_ day of \_\_\_\_\_, 2021.

**FULTON COUNTY BOARD OF  
COMMISSIONERS**

**SPONSORED BY:**

\_\_\_\_\_  
Chairman Robert L. Pitts

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kaye Woodard Burwell  
Interim County Attorney







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0702

**Meeting Date:** 9/15/2021

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

Request approval of a Resolution supplementing the Board of Commissioners' December 17, 2008 Resolution consenting to the inclusion of certain Fulton County taxes in the computation of the tax allocation increment for the City of Atlanta Tax Allocation District Number One - Westside so as to consent to and ratify the use of a portion of County tax increment for two projects within the Westside Tax Allocation District. **(Morris)**

1 **RESOLUTION SUPPLEMENTING THE BOARD OF COMMISSIONERS' DECEMBER**  
2 **17, 2008 RESOLUTION CONSENTING TO THE INCLUSION OF CERTAIN FULTON**  
3 **COUNTY TAXES IN THE COMPUTATION OF THE TAX ALLOCATION INCREMENT**  
4 **FOR CITY OF ATLANTA TAX ALLOCATION DISTRICT NUMBER ONE –WESTSIDE**  
5 **SO AS TO CONSENT TO AND RATIFY THE USE OF A PORTION OF COUNTY TAX**  
6 **INCREMENT FOR TWO PROJECTS WITHIN THE WESTSIDE TAX ALLOCATION**  
7 **DISTRICT.**

8  
9 **WHEREAS**, to encourage the redevelopment of the western downtown area of the  
10 City, the City Council, by City Resolution 98-R-0777 (amending Resolution 92-R-1575),  
11 adopted on July 6, 1998 and approved by the Mayor on July 15, 1998, as amended (the  
12 "Westside TAD Resolution"), among other things, (i) created "The Westside  
13 Redevelopment Area and Tax Allocation Bond District (Tax Allocation District Number 1,  
14 As Amended – Atlanta/Westside)" (the "Westside TAD"), (ii) adopted "The Westside  
15 Redevelopment Plan and Tax Allocation Bond District (Tax Allocation District Number 1,  
16 As Amended – Atlanta/Westside)" (the "Westside TAD Redevelopment Plan") and (iii)  
17 designated the Atlanta Development Authority d/b/a Invest Atlanta as the City's  
18 Redevelopment Agency, all as provided for under Redevelopment Powers Law, O.C.G.A.  
19 § 36-44-1, *et seq.*, as amended (the "Act"); and

20 **WHEREAS**, by Resolution adopted on November 18, 1998 (Agenda Item No. 98-  
21 1542) and as amended by Resolution adopted on July 20, 2005 (Agenda Item No. 05-  
22 085 1) (collectively the "County Resolution", copies of which are attached hereto and  
23 incorporated by reference), the Board of Commissioners of Fulton County consented to  
24 the inclusion of certain Fulton County ad valorem tax increments in the computation of  
25 the tax allocation increment for the Westside TAD, with certain conditions; and

26 **WHEREAS**, under the County Resolution, the County's pledge of tax  
27 increments from the Westside TAD was limited to a 10-year Initial Origination Period

(through December 31, 2008), with any redevelopment projects financed after that Initial Origination Period requiring separate approval by the Board of Commissioners before any County tax increments could be used in relation to those redevelopment projects; and

**WHEREAS**, the County Resolution further limited the County's pledge of tax increments to a twenty-five (25) year period expiring on the anniversary of the creation of the Westside TAD (*i.e.*, December 31, 2023 and required that any bonds, notes, or other obligations secured by Fulton County tax increments must mature within twenty-five (25) years of issuance; and

**WHEREAS**, the Redevelopment Powers Law generally permits the issuance of tax allocation bonds with maturity dates of up to thirty (30) years from issuance (O.C.G.A. § 36-44-14(e)); and

**WHEREAS**, by Resolution No. 08-R-1549 (adopted on August 18, 2008 and approved by the Mayor on August 21, 2008) the Council of the City of Atlanta further amended the Westside TAD Redevelopment Plan so as to extend the duration of the Westside TAD from its prior termination date of December 31, 2023 to December 31, 2038; and

**WHEREAS**, as provided in Resolution No. 08-R-1691 (adopted on September 2, 2008 and approved by operation of law on September 11, 2008), the City Council determined that extension of the life of the Westside TAD to 2038 was necessary in order to permit leveraging of tax increments for a longer period of time in order to accomplish certain goals of the Westside Redevelopment Plan that had not yet been achieved; and

**WHEREAS**, by Resolution adopted December 17, 2008 (Agenda Item 08-1010),

the Board of Commissioners extended its pledge of Fulton County ad valorem taxes for the Westside TAD through 2038; extended the Initial Origination Period to December 31, 2018; and permitted the issuance of tax allocation bonds or other indebtedness with maturity dates of up to thirty (30) years from date of issuance; and

**WHEREAS**, the 2008 Resolution specifically provided that: *“projects financed after December 31, 2018 shall be subject to review by the County regarding the terms of its participation in the redevelopment efforts of the Atlanta Tax Allocation District Number One - Westside, and no Fulton County tax increments shall be used (directly or as security for any bonds or other indebtedness) for new projects receiving TAD financing after December 31, 2018 unless and until the Fulton County Board of Commissioners adopts a resolution as to its participation...”*; and

**WHEREAS**, the City’s Redevelopment Agency, Invest Atlanta, has made a request to the Board of Commissioners to consent and ratify two projects to receive Westside TAD funding including a portion of County tax increment, specifically: (a) an amended \$3,200,000 allocation to construct 132 multifamily units as part of a mixed-use development to be known as “The Proctor,” located in the English Avenue neighborhood at 703 Lindsay Street, NW, Atlanta, Georgia 30314; and (b) a \$2,000,000 allocation to rehabilitate and construct 70 for-sale townhomes in the Vine City neighborhood at 561 Thurmond Street, NW, Atlanta, Georgia 30314, to be known as ParkView Townhomes, within the boundaries of the Westside TAD, as further described in the Resolutions of the Redevelopment Agent attached hereto as Exhibit A and incorporated herein for reference; and

**WHEREAS**, the Board of Commissioners has considered the request and wishes

74 to adopt this Resolution consenting and ratifying the inclusion of the County tax increment  
75 for the grant to support the referenced capital projects within the Westside TAD.

76 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Fulton  
77 County, Georgia, that the two Westside TAD Grants approved by action of the Invest  
78 Atlanta Board on August 19, 2021, specifically: (a) an amended \$3,200,000 allocation to  
79 construct 132 multifamily units as part of a mixed-use development to be known as “The  
80 Proctor,” located in the English Avenue neighborhood at 703 Lindsay Street, NW, Atlanta,  
81 Georgia 30314; and (b) a \$2,000,000 allocation to rehabilitate and construct 70 for-sale  
82 townhomes in the Vine City neighborhood at 561 Thurmond Street, NW, Atlanta, Georgia  
83 30314, to be known as ParkView Townhomes, within the boundaries of the Westside  
84 TAD, are hereby approved and ratified as contemplated by the requirements of the Board  
85 of Commissioners’ December 17, 2008 Westside TAD Resolution. In no event shall the  
86 County's consent or use of County tax increments extend beyond December 31, 2038.

87 **BE IT FURTHER RESOLVED** that, except as provided by this Resolution, all  
88 provisions of the County Westside TAD Resolutions shall remain in full force and effect.

89 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,  
90 Georgia this 15<sup>th</sup> day of September, 2021.

91 **FULTON COUNTY BOARD OF COMMISSIONERS**

92  
93 Sponsored by:

94  
95  
96 \_\_\_\_\_  
97 Lee Morris  
98 Commissioner, District 3  
99  
100  
101  
102

103 ATTEST:

104  
105  
106  
107 \_\_\_\_\_  
108 Tonya R. Grier, Clerk to the Commission  
109  
110

111 APPROVED AS TO FORM:

112  
113  
114  
115  
116 \_\_\_\_\_  
117 Kaye Woodard Burwell, Interim County Attorney  
118  
119

120 P:\CALegislation\BOC\Resolutions\2021 Resolutions\Morris\9.15.21 Fulton County Westside TAD Resolution.docx

**ATLANTA DEVELOPMENT AUTHORITY**  
**The Proctor - Westside TAD Ascension Fund Grant**  
**Approval of 132 Rental Units and 6 Live/Work For Sale Units**



<b>Summary</b>	To amend approval for a grant up to \$3,200,000 from the Westside TAD Ascension Fund to finance the construction of a mixed-use development including 132 multifamily apartments and 6 live/work for sale spaces for local small businesses. In May, the Board approved a \$2,000,000 Westside TAD Ascension Fund Grant to support this project. Due to significant increase in construction costs, we are requesting an amended approval for a Westside TAD Ascension Fund Grant up to \$3,200,000.
<b>Tool</b>	\$3,200,000 Westside TAD Ascension Fund
<b>Location</b>	703 Lindsay Street, Atlanta, GA 30314 <b>Council District:</b> 3 <b>NPU:</b> L <b>APS District:</b> 2
<b>Type</b>	Mixed-use (primarily multifamily)
<b>Description/Background</b>	The Proctor will be a new construction, mixed-use development located at what is now a vacant lot near the Donald Lee Hollowell and Joseph E. Lowery corridors in English Avenue. The project will include 138 total units, rental and for sale, and 10,000 sq. ft. of retail space intended for local entrepreneurs. The Proctor is located near the Bankhead Marta Station, the Beltline, Downtown and west Midtown employment centers which helps to support local economic activity and the City's economic mobility strategy.
<b>Timeline</b>	Start of Construction: 9/21 End of Construction: 7/23 Initial Occupancy: 7/23 Stabilized Occupancy: 11/24

**Unit Mix**

AMI	# of Units	Unit Floorplan	Unit Size	Unit Rental
<b>14 units @ 50% AMI or below</b>				
50%	3	Studio	625	\$724
	6	1 BR	725	\$776
	3	1 BR	850	\$776
	2	2 BR	1,100	\$991
<b>18 units @ 80% AMI or below</b>				
80%	4	Studio	625	\$1,192
	7	1 BR	725	\$1,277
	3	1 BR	850	\$1,277
	4	2 BR	1,100	\$1,532
<b>100 units @ Market Rate</b>				
Market	14	Studio	625	\$1,455
	31	1BR	725	\$1,668
	37	1 BR	850	\$1,995
	18	2 BR	1,100	\$2,214
<b>Total Units:</b>	<b>132</b>			
<b>For Sale Units - 6 Live/Work - @ 120% AMI</b>				
Restricted	6	Live/Work	850	\$217,440

**Affordability Period:** 20 years

**ATLANTA DEVELOPMENT AUTHORITY**  
**The Proctor - Westside TAD Ascension Fund Grant**  
**Approval of 132 Rental Units and 6 Live/Work For Sale Units**



**Ownership Entity**      WS The Proctor LP

**Developer**      Windsor Stevens Holdings LLC

**DEVELOPMENT BUDGET:**

**Sources**

Construction Debt	\$25,000,000
Equity	\$16,367,495
TAD Grant	\$3,200,000
<b>Total Construction Sources</b>	<b>\$44,567,495</b>

Permanent Debt	\$23,695,360
Equity	\$16,367,495
TAD Grant	\$3,200,000
Sales Proceeds from Flex Space Units*	\$1,304,640
<b>Total Permanent Sources</b>	<b>\$44,567,495</b>

\*Sales Proceeds from 6 Flex Space units.

**Uses**

Acquisition	\$ 3,000,000
Hard Costs	\$34,701,342
Contingency	\$1,300,000
Soft Costs	\$1,877,606
Developer Fee	\$1,474,126
Financing Costs	\$1,543,800
Operating Reserve	\$670,621
<b>Total Uses</b>	<b>\$44,567,495</b>

**TAX IMPLICATIONS/FISCAL IMPACTS**

Direct Capital Investment	\$44,567,495
Total Economic Impact **	\$58,413,700
Permanent Jobs Created***	50
Current Assessed Value	\$120,000
Estimated Market Value at Completion**	\$44,567,495

\*\*Based on IMPLAN Analysis

\*\*\*Based on estimates provided by the developer.



**ATLANTA DEVELOPMENT AUTHORITY**  
**The Proctor - Westside TAD Ascension Fund Grant**  
**Approval of 132 Rental Units and 6 Live/Work For Sale Units**



**CONSTRUCTION COSTS COMPARISON:**

**DEVELOPMENT BUDGET:**

<b>SOURCES</b>	<b>APPROVED TAD BUDGET</b>	<b>REVISED BUDGET</b>
Construction Debt	\$ 25,610,069	\$ 25,000,000
Equity	\$ 11,790,037	\$ 16,367,495
TAD Grant Request	\$ 2,000,000	\$ 3,200,000
<b>TOTAL CONSTRUCTION SOURCES</b>	<b>\$ 39,400,106</b>	<b>\$ 44,567,495</b>
Permanent Debt	\$ 24,305,429	\$ 23,695,360
Equity	\$ 11,790,037	\$ 16,367,495
TAD Grant	\$ 2,000,000	\$ 3,200,000
Sales Proceeds from Flex Space	\$ 1,304,640	\$ 1,304,640
<b>TOTAL PERMANENT SOURCES</b>	<b>\$ 39,400,106</b>	<b>\$ 44,567,495</b>
<b>Uses</b>	<b>APPROVED TAD BUDGET</b>	<b>REVISED BUDGET</b>
Acquisition	\$ 2,750,000	\$ 3,000,000
Hard Costs	\$ 29,991,500	\$ 34,701,342
Contingency	\$ 1,350,000	\$ 1,300,000
Soft Costs	\$ 1,877,606	\$ 1,877,606
Developer Fee	\$ 1,576,000	\$ 1,474,126
Financing Costs	\$ 1,511,000	\$ 1,543,800
Operating Reserve	\$ 344,000	\$ 670,621
<b>TOTAL USES</b>	<b>\$ 39,400,106</b>	<b>\$ 44,567,495</b>

**ATLANTA DEVELOPMENT AUTHORITY**  
**The Proctor - Westside TAD Ascension Fund Grant**  
**Approval of 132 Rental Units and 6 Live/Work For Sale Units**

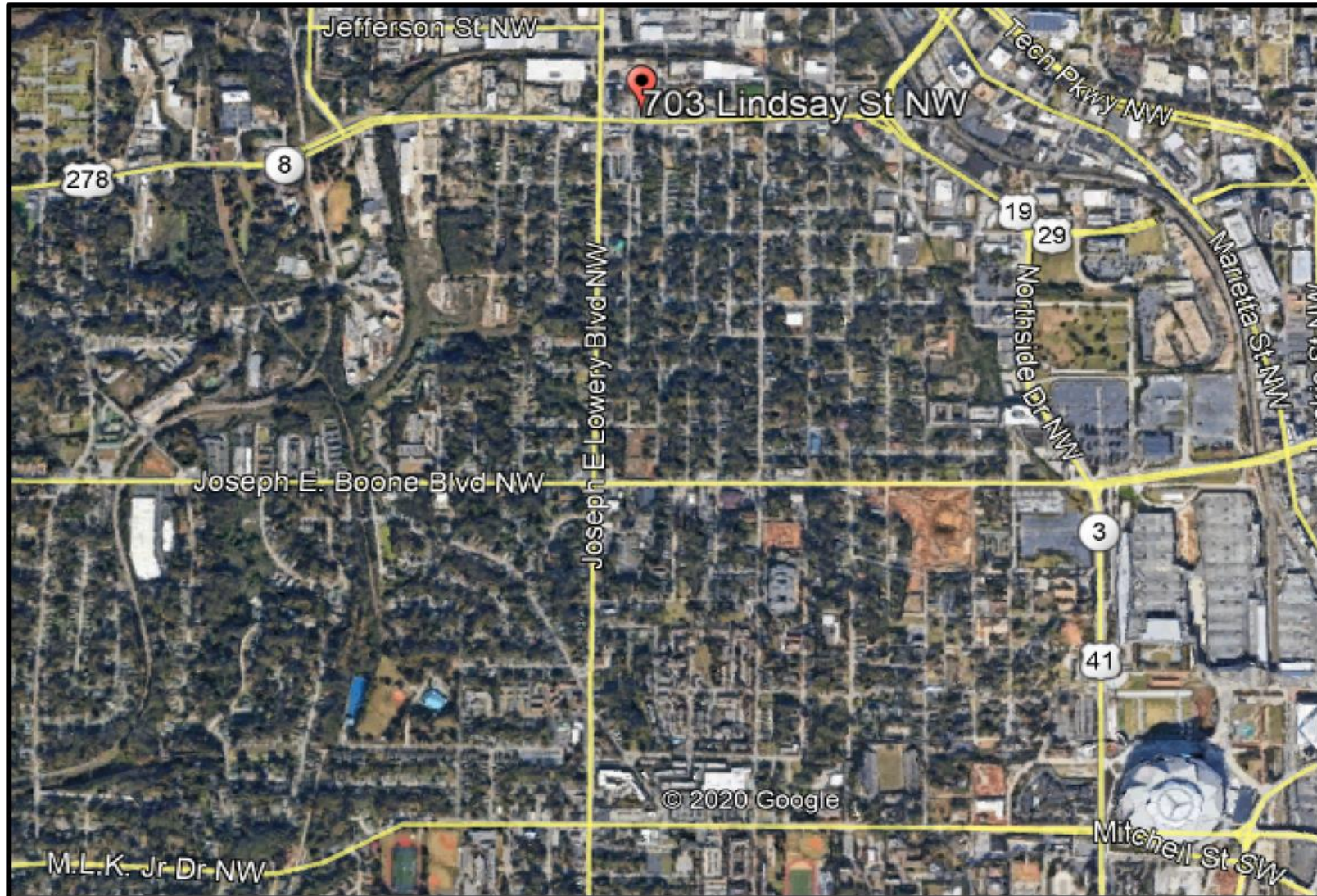


**SUMMARY OF NET PUBLIC BENEFIT (Financial Only)**

TOTAL TAD GRANT REQUESTED	\$3,200,000	
ESTIMATED CUMULATIVE LEASE PURCHASE BOND INCENTIVE	\$0	
DEFERRED/FORGIVEN HOB INCENTIVE	\$0	
ESTIMATED CUMULATIVE PROPERTY TAXES	\$7,324,935	
ESTIMATED CUMULATIVE PROPERTY TAXES (Net of Tax Incentive)	\$7,324,935	
ESTIMATED RENT DISCOUNT TO TENANTS (over 20 yrs)	\$8,464,670	
		<b>Per Affordable Unit</b>
ESTIMATED PUBLIC BENEFIT (Financial Only)	\$15,789,605	\$493,425.15
Less: BENEFIT TO OWNER (Financial Only)	\$3,200,000	\$100,000.00
NET PUBLIC BENEFIT	\$12,589,605	\$393,425.15

**ATLANTA DEVELOPMENT AUTHORITY**  
**The Proctor - Westside TAD Ascension Fund Grant**  
**Approval of 132 Rental Units and 6 Live/Work For Sale Units**

**Project Location**

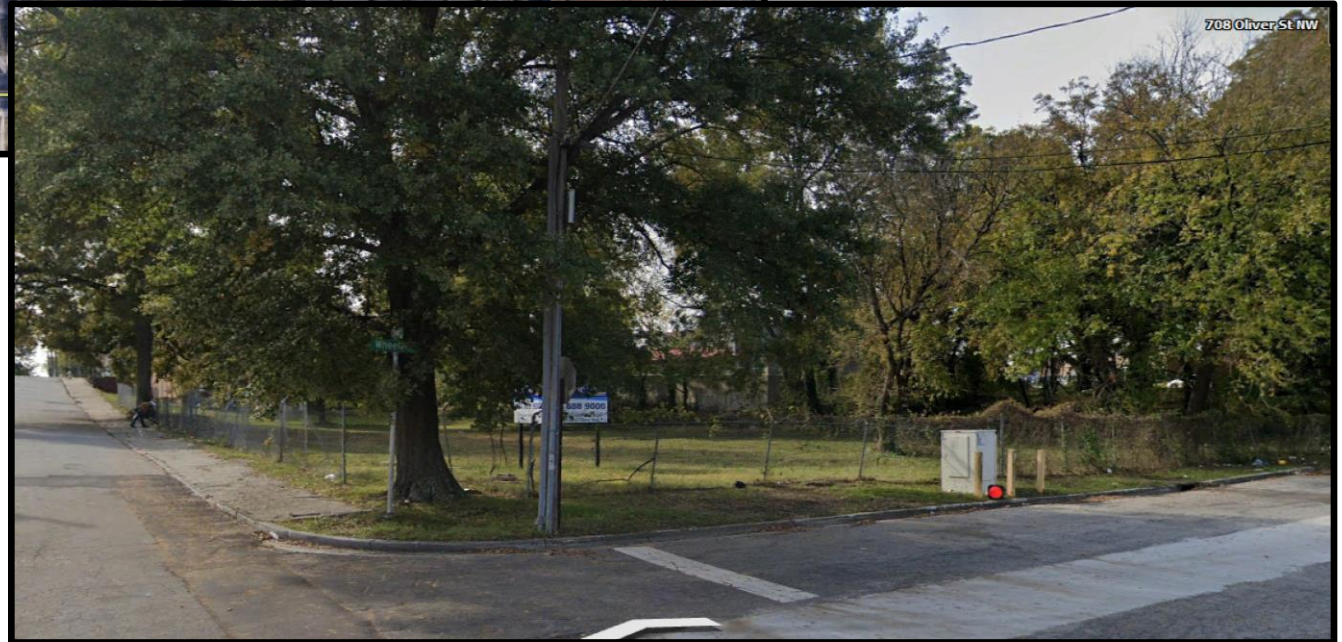


**Project**

**Location**



**ATLANTA DEVELOPMENT AUTHORITY**  
**The Proctor - Westside TAD Ascension Fund Grant**  
**Approval of 132 Rental Units and 6 Live/Work For Sale Units**



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**ATLANTA DEVELOPMENT AUTHORITY**  
**The Proctor - Westside TAD Ascension Fund Grant**  
**Approval of 132 Rental Units and 6 Live/Work For Sale Units**



**Rendering**



**ATLANTA DEVELOPMENT AUTHORITY**  
**ParkView Townhomes – Westside TAD Ascension Fund**  
**Approval of 21 Affordable Housing Units**



**Summary** To approve financing for the rehabilitation and construction of 70 for-sale townhomes in the Vine City Neighborhood.

**Tool** \$2,000,000 Westside TAD Grant

**Location** 561 Thurmond Street, NW, Atlanta GA 30314  
**Council District: 3 NPU: L APS District: 2**

**Type** Residential For-Sale Townhomes

**Timeline** **Construction Period:** 22 Months  
**Initial Occupancy:** November 2022  
**Estimated Completion:** June 2023

**Ownership Entity** Riddle Property Group, LLC

**Developer** Riddle Property Group, LLC and National Community Reinvestment Coalition

**Unit Mix**

AMI	# of Units	Unit Floorplan	Unit Size	Unit Price
<b>21 units @ 80% AMI or below</b>				
80%	8	2 BR	1400	\$186,240
	13	3 BR	1600	\$215,160
<b>49 units @ Market</b>				
Market	14	2 BR	1400	\$325,000
	35	3 BR	1600	\$375,000
<b>Total Units:</b>	<b>70</b>			

**Benefits** ParkView is the ideal Transit Oriented Development, located 0.4 miles from the Vine City MARTA station; steps away from Westside Beltline Connection; and minutes away from downtown Atlanta.

ParkView will positively impact the community's goals as stated in the various Vine City Redevelopment Plans, including the creation of 21 permanently affordable units.

**ATLANTA DEVELOPMENT AUTHORITY**  
**ParkView Townhomes – Westside TAD Ascension Fund**  
**Approval of 21 Affordable Housing Units**



**DEVELOPMENT BUDGET:**

**Sources**

Construction Loan	\$15,196,195
Equity	\$3,409,183
TAD Grant	\$2,000,000
<b>Total Construction Sources</b>	<b>\$20,605,378</b>

Permanent Debt	\$15,196,195
Equity	\$3,409,183
TAD Grant	\$2,000,000
<b>Total Permanent Sources</b>	<b>\$20,605,378</b>

**Uses**

Acquisition	\$4,541,551
Hard Costs	\$11,540,000
Contingency	\$642,553
Soft Costs	\$1,021,274
Total Lot Development	\$1,750,000
Developer Fee	\$500,000
Other	\$610,000
<b>Total Uses</b>	<b>\$20,605,378</b>

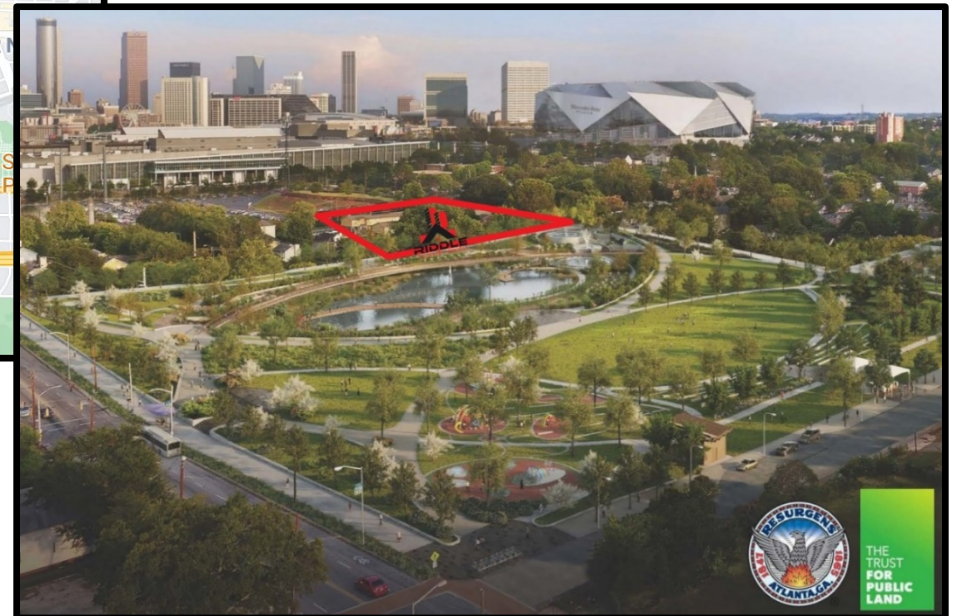
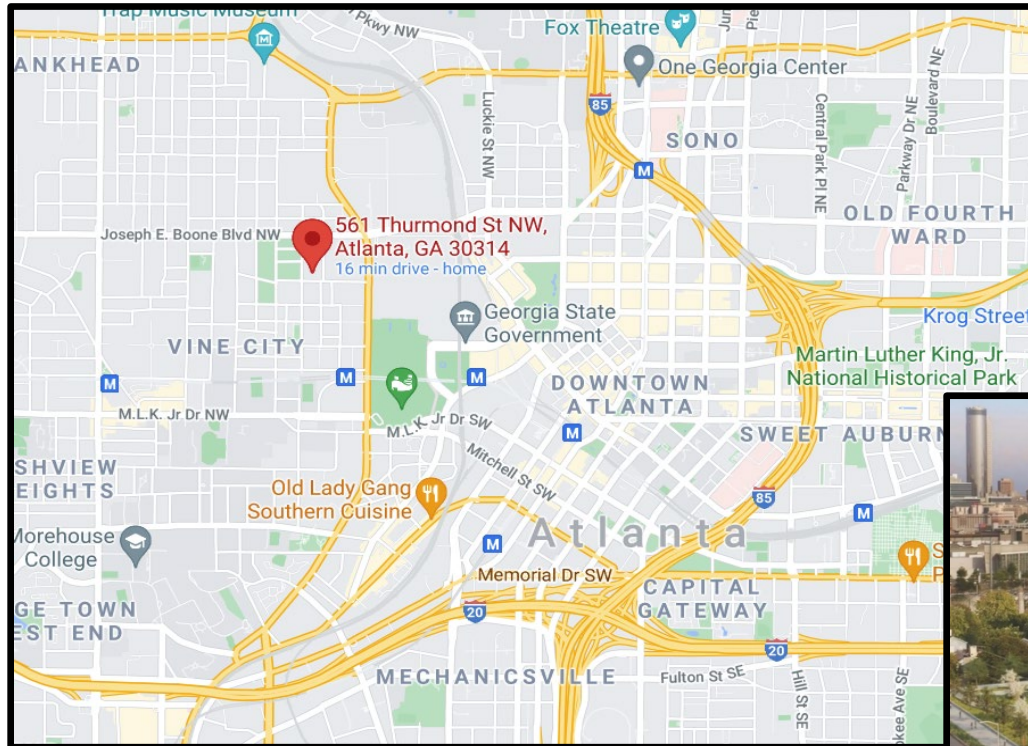
**FINANCING PARTIES** NCRC (Construction and Permanent Lender), URFA (Westside TAD Grant), Riddle Property Group, LLC will provide equity



**ATLANTA DEVELOPMENT AUTHORITY**  
**ParkView Townhomes – Westside TAD Ascension Fund**  
**Approval of 21 Affordable Housing Units**



**PROJECT LOCATION MAP**



**PROJECT SITE PLAN**





**PROJECT RENDERINGS**



**ATLANTA DEVELOPMENT AUTHORITY**  
**ParkView Townhomes – Westside TAD Ascension Fund**  
**Approval of 21 Affordable Housing Units**



**EXISTING SITE PHOTO**





**RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA ("INVEST ATLANTA") AUTHORIZING A GRANT FROM THE WESTSIDE TAX ALLOCATION DISTRICT ("WESTSIDE TAD") ASCENSION FUND TO RIDDLE PROPERTY GROUP, LLC IN AN AMOUNT NOT TO EXCEED TWO MILLION DOLLARS (\$2,000,000.00) TO ASSIST IN FUNDING THE REHABILITATION AND CONSTRUCTION OF 70 FOR-SALE TOWNHOMES IN THE VINE CITY NEIGHBORHOOD; AND FOR OTHER PURPOSES.**

**WHEREAS**, The Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta") has been duly created and is existing under and by virtue of the Constitution and the laws of the State of Georgia (the "State"), in particular, the Development Authorities Law of the State (O.C.G.A. §36-62-1 *et seq.*, as amended) and an activating resolution of the City Council of the City of Atlanta, Georgia (the "City"), duly adopted on February 17, 1997, and approved by the Mayor of the City on February 20, 1997, and is now existing and operating as a public body corporate and politic of the State; and

**WHEREAS**, to encourage the redevelopment of the western downtown area of the City, the City Council, by City Resolution 98-R-0777 (amending Resolution 92-R-1575), adopted on July 6, 1998 and approved by the Mayor on July 15, 1998, as amended (the "Westside TAD Resolution"), among other things, (i) created "The Westside Redevelopment Area and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD"), (ii) adopted "The Westside Redevelopment Plan and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD Redevelopment Plan") and (iii) designated Invest Atlanta as the City's Redevelopment Agency, all as provided for under Redevelopment Powers Law, O.C.G.A. §36-44-1, *et seq.*, as amended (the "Act"); and

**WHEREAS**, the City appointed Invest Atlanta as the City's redevelopment agency pursuant to the Act to implement the redevelopment initiatives set forth in the Westside TAD Redevelopment Plan, and for other purposes; and

**WHEREAS**, Riddle Property Group, LLC, (the "Owner") plans to rehabilitate and construct 70 for-sale townhomes at 561 Thurmond Street, NW, Atlanta, Georgia 30314 which is located within the Vine City Neighborhood (the "Project"); and

**WHEREAS**, the Project will include 21 permanently affordable units which will be reserved for households earning eighty percent (80%) or below of the area median income for the metropolitan statistical area in which the City sits; and

**WHEREAS**, the Owner has applied for a \$2,000,000.00 grant from the Westside TAD Ascension Fund for the Project; and

**WHEREAS**, after thoroughly reviewing the application, Invest Atlanta staff recommended awarding a Westside TAD Ascension Fund grant to the Owner; and

**WHEREAS**, the Board of Directors of Invest Atlanta now desires to approve a Westside TAD Ascension Fund grant to the Owner for the Project in an aggregate amount not to exceed \$2,000,000.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Directors of Invest Atlanta, and it is hereby resolved by the authority of the same as follows:

Section 1. **Authority**. This Resolution is adopted pursuant to the Development Authorities Law of Georgia (O.C.G.A. §36-62-1, *et seq.*, as amended), and other applicable provisions of law.

Section 2. **Approval of Funding of the Project**. Invest Atlanta hereby authorizes and approves the funding of a grant to the Project from the Westside TAD Ascension Fund in an amount not to exceed Two Million Dollars (\$2,000,000.00) (the "Project Allocation"), to assist in the rehabilitation and construction of the Project, which Project Allocation and the conditions thereof shall be memorialized in a grant agreement executed by Invest Atlanta and the Owner.

Section 3. **Approval to Negotiate, Execute and Deliver the Grant Agreement**. Invest Atlanta hereby authorizes the Chair, Vice Chair or President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta to negotiate, execute and deliver a grant agreement (the "Grant Agreement"), in a form deemed satisfactory to such officer and legal counsel to Invest Atlanta, setting forth the terms and conditions relating to the Project Allocation to be used to support the Project and to execute and deliver all other necessary instruments, documents and certificates related thereto.

Section 4. **General Authority**. It is hereby ratified and approved that the President/CEO, Executive Vice President/COO, General Counsel and any other proper officers, members, agents and employees of Invest Atlanta are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution and are further authorized to take any and all further actions and execute and deliver any and all other certificates, papers and documents as may be necessary or desirable to effect the actions contemplated by this Resolution. Such other certificates, papers and documents shall be in such form and contain such terms and conditions as may be approved by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta, and the execution of such other certificates, papers and documents by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta as herein authorized shall be conclusive evidence of any such approval. The Secretary or any Assistant Secretary of Invest Atlanta is hereby authorized to attest the signature of the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta and impress, imprint or otherwise affix the seal of Invest Atlanta on any of the certificates, papers and documents executed in connection with this Resolution, but shall not be obligated to do so, and the absence of the signature of the Secretary or Assistant Secretary or Invest Atlanta's seal on any such other certificates, papers and documents shall not affect the validity or enforceability of Invest Atlanta's obligations thereunder. A facsimile or electronic signature will constitute an original signature for all purposes.



Section 5. **Actions Approved and Confirmed.** It is hereby ratified and approved that all acts and doings of the officers, employees or agents of Invest Atlanta whether done before, on or after the date of adoption of this Resolution which are in conformity with the purposes and intents of this Resolution shall be, and the same hereby are, in all respects approved, ratified and confirmed.

Section 6. **Partial Invalidity.** If any one or more of the provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining agreements and provisions and shall in no way effect the validity of any of the other agreements and provisions hereof.


Section 7. **Conflicts.** All resolutions or parts thereof of Invest Atlanta in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 8. **Effective Date.** This Resolution shall take effect immediately upon its passage.

[Signature Page Follows]

Adopted and approved this 19<sup>th</sup> day of August 2021.

**THE ATLANTA DEVELOPMENT  
AUTHORITY D/B/A INVEST ATLANTA**

By:   
Chair

**Attest:**

  
Assistant Secretary

[SEAL]





## SECRETARY'S CERTIFICATE

The undersigned Assistant Secretary of The Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta"), does hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a Resolution adopted on August 19, 2021, by the members of the Board of Directors of Invest Atlanta in a meeting duly called and assembled, after due and reasonable notice was given in accordance with applicable laws and with the procedures of Invest Atlanta, by a vote of a majority of the directors present and voting, which meeting was open to the public and at which a quorum was present and acting throughout and that the original of the foregoing Resolution appears of public record in the Minute Book of Invest Atlanta, which is in my custody and control.

I further certify that such Resolution has not been rescinded, repealed or modified.

Given under my signature and seal of Invest Atlanta, this 19<sup>th</sup> day of August 2021.

*Roderic Rubens Newell*

Assistant Secretary

[SEAL]



**RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA AMENDING A MAY 20, 2021 RESOLUTION AUTHORIZING A GRANT FROM THE WESTSIDE TAX ALLOCATION DISTRICT (“WESTSIDE TAD”) SPECIAL FUND TO WINDSOR STEVENS HOLDINGS LLC IN AN INCREASED AMOUNT NOT TO EXCEED \$3,200,000 TO ASSIST IN FUNDING THE CONSTRUCTION, INSTALLATION, AND EQUIPPING OF A MIXED-USE DEVELOPMENT KNOWN AS “THE PROCTOR,” TO INCLUDE APPROXIMATELY 132 MULTIFAMILY RENTAL AND 6 FOR SALE HOUSING UNITS, LOCATED AT 703 LINDSAY STREET, ATLANTA, GEORGIA; AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF DOCUMENTS IN CONNECTION WITH THE PROJECT; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Atlanta Development Authority d/b/a Invest Atlanta (“Invest Atlanta”) has been duly created and is existing under and by virtue of the Constitution and the laws of the State of Georgia (the “State”), in particular, the Development Authorities Law of the State (O.C.G.A. §36-62-1 *et seq.*, as amended) and an activating resolution of the City Council of the City of Atlanta, Georgia (the “City”), duly adopted on February 17, 1997, and approved by the Mayor of the City on February 20, 1997, and is now existing and operating as a public body corporate and politic of the State; and

**WHEREAS**, to encourage the redevelopment of the western downtown area of the City, the City Council, by City Resolution 98-R-0777 (amending Resolution 92-R-1575), adopted on July 6, 1998 and approved by the Mayor on July 15, 1998, as amended (the “Westside TAD Resolution”), *inter alia*: (i) created “The Westside Redevelopment Area and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)” (the “Westside TAD”), (ii) adopted “The Westside Redevelopment Plan and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)” (the “Westside TAD Redevelopment Plan”) and (iii) designated Invest Atlanta as the City’s Redevelopment Agency, all as provided for under Redevelopment Powers Law, O.C.G.A. §36-44-1, *et seq.*, as amended (the “Act”); and

**WHEREAS**, the City appointed Invest Atlanta as the City's redevelopment agency pursuant to the Act to implement the redevelopment initiatives set forth in the Westside TAD Redevelopment Plan, and for other purposes; and

**WHEREAS**, Windsor Stevens Holdings LLC, a Georgia limited liability company (the “Developer”) or a related entity, intends to construct, install, and equip a mixed-use

development known as “The Proctor,” to include approximately 132 multifamily rental and 6 for sale housing units, located at 703 Lindsay Street, Atlanta, Georgia 30314 (the “Project”); and

**WHEREAS**, approximately 32 or 24% of the rental units in the Project will be reserved for households earning 80% or below the area median income (“AMI”) for the metropolitan statistical area in which the City sits; and

**WHEREAS**, 6 or 100% of the for sale units in the Project will be reserved for households earning 120% or below the area median income for the metropolitan statistical area in which the City sits; and

**WHEREAS**, the Developer applied for a grant from the Westside TAD Ascension Fund to provide certain gap financing for the Project; and

**WHEREAS**, the Board of Directors of Invest Atlanta originally adopted a Resolution awarding Developer a \$2,000,000 Westside TAD Grant at its May 20, 2021 Meeting; and

**WHEREAS**, Developer subsequently notified Invest Atlanta that due to significant increases in construction costs there existed a gap in financing; and

**WHEREAS**, after thoroughly reviewing the revised request, Invest Atlanta staff recommends increasing the Westside TAD Grant to the Developer; and

**WHEREAS**, the Board of Directors of Invest Atlanta now desires to approve a revised Westside TAD Grant from the Special Fund to the Developer for the Project in an aggregate amount not to exceed Three Million, Two Hundred Thousand Dollars (\$3,200,000).

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Directors of Invest Atlanta, and it is hereby resolved by the authority of the same as follows:

Section 1. **Authority**. This Resolution is adopted pursuant to the Development Authorities Law of Georgia (O.C.G.A. §36-62-1, *et seq.*, as amended), and other applicable provisions of law.

Section 2. **Approval of Funding of the Project**. Invest Atlanta hereby amends its May 20, 2021 Resolution and authorizes and approves the funding of a grant to the Project from the Westside TAD Ascension Fund in an amount not to exceed Three Million, Two Hundred Thousand Dollars (\$3,200,000) (the “Project Allocation”) to assist in funding the construction, installation and equipping of the Project, subject to certain conditions being met by the Developer, Windsor Stevens Holdings LLC, or a related entity, which conditions will be outlined in a commitment letter or other document from Invest Atlanta to the Developer.



If for any reason the Development Agreement and other Closing Documents are not executed by Invest Atlanta and the Developer within twelve (12) months of the date of this Resolution, the Project Allocation made herein shall expire, provided however, such allocation may be extended administratively by the President/CEO or Executive Vice President/COO, in his or her discretion, for good cause shown by the Developer.

Section 3. **Approval to Negotiate, Execute and Deliver the Grant Agreement.** Invest Atlanta hereby authorizes the Chair, Vice Chair or President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta to negotiate, execute and deliver all necessary documents between Invest Atlanta and any other party, including the Developer, to consummate the grant of the Project Allocation, which documents shall be in forms deemed satisfactory to the President/CEO and General Counsel of Invest Atlanta.

Section 4. **General Authority.** It is hereby ratified and approved that the President/CEO, Executive Vice President/COO, General Counsel and any other proper officers, members, agents and employees of Invest Atlanta are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution and are further authorized to take any and all further actions and execute and deliver any and all other certificates, papers and documents as may be necessary or desirable to effect the actions contemplated by this Resolution. Such other certificates, papers and documents shall be in such form and contain such terms and conditions as may be approved by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta, and the execution of such other certificates, papers and documents by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta as herein authorized shall be conclusive evidence of any such approval. The Secretary or any Assistant Secretary of Invest Atlanta is hereby authorized to attest the signature of the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta and impress, imprint or otherwise affix the seal of Invest Atlanta on any of the certificates, papers and documents executed in connection with this Resolution, but shall not be obligated to do so, and the absence of the signature of the Secretary or Assistant Secretary or Invest Atlanta's seal on any such other certificates, papers and documents shall not affect the validity or enforceability of Invest Atlanta's obligations thereunder. A facsimile or electronic signature will constitute an original signature for all purposes.

Section 5. **Actions Approved and Confirmed.** It is hereby ratified and approved that all acts and doings of the officers, employees or agents of Invest Atlanta whether done before, on or after the date of adoption of this Resolution which are in conformity with the purposes and intents of this Resolution shall be, and the same hereby are, in all respects approved, ratified and confirmed.

Section 6. **Partial Invalidity**. If any one or more of the provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining agreements and provisions and shall in no way effect the validity of any of the other agreements and provisions hereof.


Section 7. **Conflicts**. All resolutions, including the May 20, 2021 Resolution or parts thereof of are in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 8. **Effective Date**. This Resolution shall take effect immediately upon its passage.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Adopted and approved this 19<sup>th</sup> day of August 2021.

**THE ATLANTA DEVELOPMENT  
AUTHORITY D/B/A INVEST ATLANTA**

By:   
Chair

**Attest:**



Assistant Secretary

[SEAL]



## SECRETARY'S CERTIFICATE

I, the undersigned, a duly appointed, qualified and acting Assistant Secretary of The Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta"), do hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a Resolution adopted on August 19, 2021, by the members of the Board of Directors of Invest Atlanta in a meeting duly called and assembled, after due and reasonable notice was given in accordance with applicable laws and with the procedures of Invest Atlanta, by a vote of a majority of the directors present and voting, which meeting was open to the public and at which a quorum was present and acting throughout and that the original of the foregoing Resolution appears of public record in the Minute Book of Invest Atlanta, which is in my custody and control.

I further certify that such Resolution has not been rescinded, repealed or modified.

Given under my signature and seal of Invest Atlanta, this 19<sup>th</sup> day of August, 2021.

*Roxanne Rubens Newell*

Assistant Secretary

[SEAL]









# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0703

**Meeting Date:** 9/15/2021

---

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

Request approval of a Resolution authorizing the approval of a Lease Agreement between Fulton County, Georgia and SK ARO, LLC, to provide space for the Fulton County District Attorney's Office; authorizing the Chairman and the County Manager to execute the Lease Agreement and related documents; authorizing the County Attorney and County Manager to finalize negotiation of the Lease Agreement and related documents prior to execution; and for other purposes. **(Hall)**

1   **A RESOLUTION AUTHORIZING APPROVAL OF A LEASE AGREEMENT BETWEEN**  
2   **FULTON COUNTY, GEORGIA AND SK ARO, LLC, TO PROVIDE SPACE FOR THE**  
3   **FULTON COUNTY DISTRICT ATTORNEY’S OFFICE; AUTHORIZING THE**  
4   **CHAIRMAN AND THE COUNTY MANAGER TO EXECUTE THE LEASE AGREEMENT**  
5   **AND RELATED DOCUMENTS; AUTHORIZING THE COUNTY ATTORNEY AND THE**  
6   **COUNTY MANAGER TO FINALIZE NEGOTIATION OF THE LEASE AGREEMENT**  
7   **AND RELATED DOCUMENTS PRIOR TO EXECUTION; AND FOR OTHER**  
8   **PURPOSES.**

9       **WHEREAS**, the Fulton County District Attorney’s Office (the “DA’s Office”) is  
10   responsible for investigating and prosecuting violations of criminal statutes within Fulton  
11   County; and

12       **WHEREAS**, as a result of the COVID-19 pandemic, historic backlog of cases  
13   maintained by the Office of the Fulton County District Attorney and the current high crime  
14   rate, there is currently a significant backlog of criminal cases in the Superior Court of  
15   Fulton County, Georgia; and

16       **WHEREAS**, in order to timely investigate and prosecute these backlogged criminal  
17   cases, the DA’s Office must increase personnel and office space; and

18       **WHEREAS**, the current space occupied by the DA’s Office is insufficient to  
19   accommodate current staff, let alone increased staff; and

20       **WHEREAS**, the DA’s Office has located additional space for its operations on the  
21   second, third and fourth floors at 86 Pryor Street, Atlanta, Georgia; and

22       **WHEREAS**, the FY 2021 cost for any such lease that may be entered into will be  
23   paid from monies budgeted for the DA’s Office; and

24       **WHEREAS**, Fulton County staff seeks approval from the Board of Commissioners  
25   of the lease agreement and related documents, authority for the Chairman and the County  
26   Manager to execute same and related documents, and authority for the County Manager  
27   and the County Attorney to finalize negotiation of the lease agreement consistent with the  
28   terms as directed by the Board of Commissioners herein; and

**WHEREAS**, said lease shall be put in place at prevailing market rates for space for the DA's Office at 86 Pryor Street, Atlanta, Georgia for a period of not more than ten (10) years, subject to the multi-year terms as required by O.C.G.A. § 36-60-13.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby approves and authorizes the lease agreement between Fulton County and SK ARO, LLC for use by the District Attorney's Office and for the Chairman or the County Manager to execute same and related documents upon presentment in final form by the County Attorney and County Manager.

**BE IT FURTHER RESOLVED**, that the Board of Commissioners hereby directs and authorizes the County Manager and the County Attorney to finalize negotiation of the terms and conditions for a lease for the District Attorney's Office at prevailing market rates for an total period of not more than ten (10) years to funded from the District Attorney's budget.

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

**PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,  
Georgia, this 15<sup>th</sup> day of September, 2021.

**FULTON COUNTY BOARD OF COMMISSIONERS**

Vice Chair Natalie Hall

ATTEST:

Tonya R. Grier  
Clerk to the Commission

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APPROVED AS TO FORM:

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Kaye Woodard Burwell  
Interim County Attorney

P:\CALegislation\Land\09.07.2021 Resolution Authorizing DA Lease at 86 Pryor Street.docx





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0704

**Meeting Date:** 9/15/2021

---

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

Request approval of a Resolution directing the County Manager to create a Rental Policy for non-profit organizations to utilize space at Fulton County owned or leased facilities; directing the County Manager to present the policy to the Board of Commissioners for approval; and for other purposes.  
(Hall)

1 **A RESOLUTION DIRECTING THE COUNTY MANAGER TO CREATE A**  
2 **RENTAL POLICY FOR NON-PROFITS ORGANIZATIONS TO UTILIZE SPACE**  
3 **AT FULTON COUNTY-OWNED OR LEASED FACILITIES; DIRECTING THE**  
4 **COUNTY MANAGER TO PRESENT THE POLICY TO THE BOARD OF**  
5 **COMMISSIONERS FOR APPROVAL; AND FOR OTHER PURPOSES.**  
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8 **WHEREAS**, according to the National Council of Non-profits, America's 1.3  
9 million charitable non-profit organizations feed, heal, shelter, educate, inspire, enlighten,  
10 and nurture people of every age, gender, race, and socioeconomic status, from coast to  
11 coast; and

12 **WHEREAS**, many local non-profit organizations play a vital role within Fulton  
13 County but do not have adequate office space, which limits their ability to provide  
14 services that are particularly beneficial to Fulton County citizens; and

15 **WHEREAS**, the Fulton County Board of Commissioners currently owns and  
16 operates several neighborhood facilities, including senior centers, art centers and  
17 libraries for the benefit of its citizens; and

18 **WHEREAS**, the physical structure and location of these facilities in the  
19 community make them ideal to non-profit organizations for use to provide services to  
20 Fulton County residents; and

21 **WHEREAS**, various non-profits have approached members of the Board of  
22 Commissioners to make inquiries regarding the use of available rental space in Fulton  
23 County owned and leased facilities to more directly serve the citizens of Fulton County;  
24 and

25 **WHEREAS**, for example, the newly renovated Central Library is an optimal  
26 location from which non-profit organizations can serve the citizens of Fulton County;  
27 and

1           **WHEREAS**, typically, Fulton County rents out space in its properties to other  
2 entities at fair market value; and

3           **WHEREAS**, there are certain instances in which a non-profit organization may  
4 provide in-kind services to the citizens of Fulton County that equate to or exceed the fair  
5 market value of the rental space; and

6           **WHEREAS**, for purposes of this rental policy, “in-kind services” refers to those  
7 benefits that a specific non-profit organization will provide to County citizens, while  
8 utilizing County rental space, in exchange for the cash rental value of the leased space,  
9 to include, but not limited to, services, goods, time and other assistance provided by the  
10 non-profit; and

11           **WHEREAS**, these in-kind services will serve as consideration for the charitable  
12 use of Fulton County rental space; and

13           **WHEREAS**, O.C.G.A. § 36-1-19.1 authorizes Fulton County to make charitable  
14 contributions to organizations located within Fulton County for purely charitable  
15 purposes under contracts for services; and

16           **WHEREAS**, the Board of Commissioners finds that it is in the best interest of its  
17 citizens to make rental spaces available in Fulton County-owned or leased properties,  
18 and in particular, the Central Library, to be used by non-profit organizations that provide  
19 necessary in-kind services to the citizens of Fulton County.

20           **NOW THEREFORE, BE IT RESOLVED**, that the Board of Commissioners  
21 hereby directs the County Manger to develop a rental policy for non-profit organizations  
22 to utilize Fulton County-owned and leased properties to provide in-kind services to the  
23 citizens of Fulton County.



**BE IT FURTHER RESOLVED**, that the County Manager shall develop the policy with the assistance of the County Attorney and present the policy to the Board of Commissioners for approval.

**BE IT FURTHER RESOLVED**, the rental policy shall set forth details that the rental space cannot be used for the sole purpose of operating the non-profit organizations' businesses, but must be used to aid the organizations in providing services to citizens of Fulton County.

**BE IT FURTHER RESOLVED**, the rental policy shall be transparent and allow equal access to all non-profit organizations in Fulton County to provide in-kind services to Fulton County citizens through contracts for services.

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

**SO PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,  
Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**FULTON COUNTY BOARD  
OF COMMISSIONERS**

**SPONSORED BY:**

Natalie Hall, Vice Chair  
District 4

1 ATTEST:

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5 Tonya R. Grier, Clerk to the Commission  
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7 APPROVED AS TO FORM:  
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12 Kaye Woodard Burwell  
13 County Attorney  
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16 P:\CALegislation\BOC\Resolutions\2021 Resolutions\Hall\7.14.21 Establishing Rental Policy for non-profits.revised clean.doc





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0705

**Meeting Date:** 9/15/2021

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

Request approval of a Resolution creating and establishing a yearly Fulton County supported Grant Program designated as "The Fulton County Health and Wellness Services Grant" for the purpose of funding programs related to the prevention and treatment of chronic diseases, behavioral health and other medical conditions, responding to the negative health impacts of the COVID-19 Pandemic, and for the promotion of health through financial wellness; establishing procedures for awarding the grant; and for other purposes. **(Hall)**





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0673

**Meeting Date:** 9/15/2021

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

BOARD OF REGISTRATION AND ELECTIONS **(MOTION TO APPROVE FAILED ON 9/1/21)**

Term = 2 Years

Term below expires: 6/30/2023

Alex Wan **(Chair/BOC/Pitts) (Resigned)**

**Commissioner Abdur-Rahman has nominated Alicia M. Ivey for a Full Board appointment to serve as Chairperson filling the unexpired term of Alex Wan to a term ending June 30, 2023.**

Board of Commissioners of Fulton County  
Office of District 6  
Commissioner Khadijah Abdur-Rahman



August 27, 2021

Chairman Robert “Robb” Pitts  
Vice Chairwoman Natalie Hall  
Commissioner Liz Hausmann  
Commissioner Bob Ellis  
Commissioner Lee Morris  
Commissioner Marvin S. Arrington Jr.

RE: NOMINATION OF ALICIA M. IVEY TO BOARD OF REGISTRATION AND ELECTIONS

Dear Colleagues:

It is with great pride and honor that I nominate native Fulton County resident and longtime business leader ALICIA M. IVEY for a full-Board appointment as chairperson of the Board of Registration and Elections to fill the unexpired term of (recently resigned) Chairperson Alex Wan. The term of the vacated chairperson’s seat ends June 30, 2023.

Please find attached Ms. Ivey’s resume which has impeccable and impressive qualifications.

I believe with our support, Ms. Ivey will help provide the leadership we need to calm the waters and right the ship of our elections operation, which as you know has come under great scrutiny.

I urge and solicit your support of this nomination.

Regards,

Khadijah Abdur-Rahman  
Commissioner  
District 6

Copy:  
Clerk to the Commission Tonya Grier  
Alicia M. Ivey







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0707

**Meeting Date:** 9/15/2021

---

### Department

Human Resources Management

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

Discussion on the status of Phase I of the Compensation study involving Elected Officials and Key Classifications, conducted by The Segal Company (Eastern States) Inc., d/b/a Segal.

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

Fulton County Policy.

### 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:

On June 16, 2021 the Board of Commissioners authorized a market compensation study be conducted by Segal, with the overall goal of collecting and analyzing market compensation data in order to recommend necessary adjustments to the current compensation plan, based upon best practices and survey data. A presentation of the various options explored by the vendor which focuses on Elected Officials and Key Classifications, will be a starting point in formulating the final recommendation.

**Community Impact:** There is no community impact.

1 **A RESOLUTION DIRECTING THE COUNTY MANAGER TO CREATE A**  
2 **RENTAL POLICY FOR NON-PROFITS ORGANIZATIONS TO UTILIZE SPACE**  
3 **AT FULTON COUNTY-OWNED OR LEASED FACILITIES; DIRECTING THE**  
4 **COUNTY MANAGER TO PRESENT THE POLICY TO THE BOARD OF**  
5 **COMMISSIONERS FOR APPROVAL; AND FOR OTHER PURPOSES.**  
6  
7

8 **WHEREAS**, according to the National Council of Non-profits, America's 1.3  
9 million charitable non-profit organizations feed, heal, shelter, educate, inspire, enlighten,  
10 and nurture people of every age, gender, race, and socioeconomic status, from coast to  
11 coast; and

12 **WHEREAS**, many local non-profit organizations play a vital role within Fulton  
13 County but do not have adequate office space, which limits their ability to provide  
14 services that are particularly beneficial to Fulton County citizens; and

15 **WHEREAS**, the Fulton County Board of Commissioners currently owns and  
16 operates several neighborhood facilities, including senior centers, art centers and  
17 libraries for the benefit of its citizens; and

18 **WHEREAS**, the physical structure and location of these facilities in the  
19 community make them ideal to non-profit organizations for use to provide services to  
20 Fulton County residents; and

21 **WHEREAS**, various non-profits have approached members of the Board of  
22 Commissioners to make inquiries regarding the use of available rental space in Fulton  
23 County owned and leased facilities to more directly serve the citizens of Fulton County;  
24 and

25 **WHEREAS**, for example, the newly renovated Central Library is an optimal  
26 location from which non-profit organizations can serve the citizens of Fulton County;  
27 and

1           **WHEREAS**, typically, Fulton County rents out space in its properties to other  
2 entities at fair market value; and

3           **WHEREAS**, there are certain instances in which a non-profit organization may  
4 provide in-kind services to the citizens of Fulton County that equate to or exceed the fair  
5 market value of the rental space; and

6           **WHEREAS**, for purposes of this rental policy, “in-kind services” refers to those  
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8 utilizing County rental space, in exchange for the cash rental value of the leased space,  
9 to include, but not limited to, services, goods, time and other assistance provided by the  
10 non-profit; and

11           **WHEREAS**, these in-kind services will serve as consideration for the charitable  
12 use of Fulton County rental space; and

13           **WHEREAS**, O.C.G.A. § 36-1-19.1 authorizes Fulton County to make charitable  
14 contributions to organizations located within Fulton County for purely charitable  
15 purposes under contracts for services; and

16           **WHEREAS**, the Board of Commissioners finds that it is in the best interest of its  
17 citizens to make rental spaces available in Fulton County-owned or leased properties,  
18 and in particular, the Central Library, to be used by non-profit organizations that provide  
19 necessary in-kind services to the citizens of Fulton County.

20           **NOW THEREFORE, BE IT RESOLVED**, that the Board of Commissioners  
21 hereby directs the County Manger to develop a rental policy for non-profit organizations  
22 to utilize Fulton County-owned and leased properties to provide in-kind services to the  
23 citizens of Fulton County.

**BE IT FURTHER RESOLVED**, that the County Manager shall develop the policy with the assistance of the County Attorney and present the policy to the Board of Commissioners for approval.

**BE IT FURTHER RESOLVED**, the rental policy shall set forth details that the rental space cannot be used for the sole purpose of operating the non-profit organizations' businesses, but must be used to aid the organizations in providing services to citizens of Fulton County.

**BE IT FURTHER RESOLVED**, the rental policy shall be transparent and allow equal access to all non-profit organizations in Fulton County to provide in-kind services to Fulton County citizens through contracts for services.

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

**SO PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,  
Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**FULTON COUNTY BOARD  
OF COMMISSIONERS**

**SPONSORED BY:**

Natalie Hall, Vice Chair  
District 4

1 ATTEST:

2  
3  
4 \_\_\_\_\_  
5 Tonya R. Grier, Clerk to the Commission  
6

7 APPROVED AS TO FORM:  
8  
9

10  
11 \_\_\_\_\_  
12 Kaye Woodard Burwell  
13 County Attorney  
14  
15

16 P:\CALegislation\BOC\Resolutions\2021 Resolutions\Hall\7.14.21 Establishing Rental Policy for non-profits.revised clean.doc

**Department Recommendation:** The Department of Human Resources Management recommends approval.

**Project Implications:** There are no project implications

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

**Department Issues/Concerns:** There are no department issues or concerns.





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0708

**Meeting Date:** 9/15/2021

---

### Department

Human Resources Management

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

Discussion: Board of Commissioners approved Human Resource policies that impact the offices of Elected Officials.

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

Fulton County Policy.

### 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:

Based on the concerns raised by several Elected Officials during a recent Board of Commissioner's meeting, the Department of Human Resources Management has held discussions with those Elected Officials and have identified BOC-approved policies that have an impact on the offices of Elected Officers.

**Community Impact:** There is no community impact.



**Department Recommendation:** The Department of Human Resources Management recommends approval.

**Project Implications:** There are no project implications.

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

**Department Issues/Concerns:** There are no department issues or concerns.





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0709

**Meeting Date:** 10/6/2021

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### Department

External Affairs

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

Presentation: 2020 Census Report

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

Pursuant to Fulton County Code Section 1-117, the Board of Commissioners has exclusive jurisdiction over the affairs of the County.

### 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:** 2020 Census Count.

**Community Impact:** A complete census count directly affects how the government distributes federal funding and assistance to cities and communities in Fulton County.



# 2020 Census Report Fulton County Board of Commissioners September 15, 2021



# 2020 Census “Go-Live” Timetable

- January 21 – 2020 Census Kicked Off in Alaska
- March 12 – USCB online portal opened, and 2020 Census mailed questionnaire began to reach all U.S. households
- April 1 – National Census Day
- July 1 - Group Quarters Enumeration
- August 9 - Non-Response Follow-Up (Census Enumerators go door to door)
- September 22-24 – Counting Persons Experiencing Homelessness
- October 15 – Last Day to Respond to 2020 Census



# 2020 Census Data Releases

- [April 26, 2021](#): USCB released congressional apportionment data, which provided total head counts at the national and state levels that determine the number of seats each state will have in the U.S. House of Representatives for the coming decade.
- [August 12, 2021](#): USCB released detailed raw data that state and local governments need to redraw electoral district boundaries, including population and demographic information at the census block level, which is the smallest unit of census geography.
- [September 16, 2021](#): USCB will also re-release redistricting data in a more user-friendly format.

## How Georgia Ranked in 2020 Census

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- Georgia ranked 38 of 51 states and territories (including the District of Columbia and Puerto Rico) in 2020 Census Self-responses with 62.9% of households self-responding.
- 2020 Census results data show Georgia grew by 10.6 % to 10,711,908, an increase of 1,024,255 residents.
- Georgia has 4,410,956 housing units with a vacancy rate of 8.8%.

(U.S. Population up 7.4% to 331.4 million)



# How Fulton County Ranked in Self-Responses

- Fulton County ranked 41<sup>st</sup> out of Georgia's 159 counties with 63.1% of households self-responding to the Census
- Represents a 2.6% increase in self-responses of 60.5% in 2010 Census
- 5 of Fulton County's cities ranked in the top 25 cities self-responding out of Georgia's 539 cities:
  - Alpharetta, Johns Creek, Milton, Mountain Park, Roswell





• **Fulton County** cities collectively participated in all readiness preparations, data testing and active cycles of the 2020 Census including:

- Data preparation
- Address verification
- Boundary and census tract updates
- Public outreach and marketing

Source:

MUNICIPALITIES	Self-Response Rates	2020 Population	Pop. Change
Alpharetta	74.9%	65,818	+ 8,267
Atlanta	59.8%	498,715	+78,712
Chattahoochee Hills	51.4%	2,950	+572
College Park	45.5%	13,930	-12
East Point	53.9%	38,358	+4,646
Fairburn	60.5%	16,483	+3,533
Hapeville	56.9%	6,553	+180
Johns Creek	79.5%	82,453	+ 5,725
Milton	74.1%	41,296	+8,635
Mountain Park	80.1%	583	+ 36
Palmetto	64.8%	5,071	+583
Roswell	75.5%	92,833	+4,487
Sandy Springs	64.5%	108,080	+14,227
South Fulton	63.6%	107,436	N/A
Union City	54.7%	26,830	+7,374
FULTON	63.1%	1,066,710	+146,129
GEORGIA	62.9%	10,711,908	+1,024,255
USA - NATIONAL	67%	331, 449, 281	+22,265,818

# 2020 Census: Fulton County Results

## 2020 Census Local Level Results:

- Since 2010, Fulton County grew by 15.9% from 920,581 to 1,066,710 (an increase of 146, 129).
- With a population of 1,066,710, Fulton County affords Georgia \$2.4 billion in federal funding.
- Fulton County's population resides in approximately 494,006 available housing units.

## The Census data also highlighted key demographic data including:

- 79% of Fulton County is of voting age, representing 847,182 residents over age 18
- 42.5% of Fulton County's population is Black
- 39.3% of Fulton County's population is White (non-Hispanic)
- 8.7% of Fulton County's population is Asian
- 8.1% of Fulton County's population is Hispanic/Latino
- 7.4% of Fulton County's population is another race, including Native Hawaiian or Other Pacific Islander
- 1.4% of Fulton County's population is American Indian or Native Alaskan



# 2020 Census Count by Georgia County Population

County Name	2020 Total Population	2010 Total Population	Pop Change 2010 to 2020
Fulton	1,066,710	146,129	920,581
Gwinnett	957,062	151,741	805,321
Cobb	766,149	78,071	688,078
DeKalb	764,382	72,489	691,893
Clayton	297,595	38,171	259,424
Chatham	295,291	30,163	265,128
Cherokee	266,620	52,274	214,346
Forsyth	251,283	75,772	175,511
Henry	240,712	36,790	203,922
Muscogee	206,922	17,037	189,885

# Census Preparation - 2019 in Review

- April 2019: 2020 Census Awareness Kick-off Session
- ARC Workshop for Municipal GIS Teams
- 14 Municipal Complete Count Committees
- Two Countywide GIS Presentations; Community Development
- Leadership & Department Training: Libraries
- Leadership Training: Senior Services
- Partnering with Registration & Elections
- Census Awareness/Recruitment Tabling and Presentations – 60 internal tablings including WorkSource Job Fair; Collaborated on more than 40 external event/meeting tablings



# 2020 Mobilization Outreach



## January 2020

- Final Census Job Recruitments
- Congressional District Six Leadership Session
- Commission District Town Halls
- Chairman's Letter to Faith-based Community
- Internal Department-wide Trainings

## February 2020

- Civic Fridays with Fulton Seniors
- Lunch and Learns
- High School Video Contest Launch—Cancelled due to COVID Outbreak
- Hard to Count Summit
- Southern Harm Reduction Conference - 3/26-3/28
- Faith-based, Corporate and Civic Meetings
- Faith Leaders Radio Interviews



## 2020 Census Outreach & COVID-19 Pandemic (March – July 2020)

### Board of Commissioners

- Video & Radio PSAs
- Press Conferences
- Media Interviews
- Newsletters, Websites
- Virtual Town Halls (Transitioned from 2019 in-person town halls)
- Caravans
- Apartments & Other Outreach Event Support
- Materials for District Events

### County Digital Events & Outreach

- Employee Facebook Challenge
- College #TurnUpTheCount Rally
- Fire Station Video Challenge
- Paid Media (PSAs, Bus/Shelters, Newspaper)
- Virtual Presentations with Local Civic Partners
- Congressional, State and Local virtual presentations and meetings

### Fulton County Departments

- Community Development Emails to CSPs
- Mail Inserts: Water Bills, Retirees, Tax Assessor Mailing (435,000)
- GIS/Cities: Faith outreach; Small Business Outreach
- Senior Services: Flyers in Meal Boxes
- Library: Materials Distribution
- DCRC: Council/Client Outreach
- Tax Commissioner Onsite Tabling

# Fulton County Outreach Impact

## August 15 – October 15, 2020

Community Affairs –  
Information shared  
with approx. 200  
nonprofits

Disability Council – 500  
plus calls and emails

Libraries – Distributed  
10,000 palm cards;  
hosted yard signage

Senior Services –  
Distributed 5,000 flyers  
and palm cards

Tax Commissioner On-  
site Staging – 2,500 in-  
person COVID-Safe  
Interactions

Apartment Pop-ups:  
2,500 residents in East  
Point, Chattahoochee  
Hills, College Park,  
South Fulton, Union  
City

Back to School Festivals:  
Atlanta, East Point,  
South Fulton, Union  
City

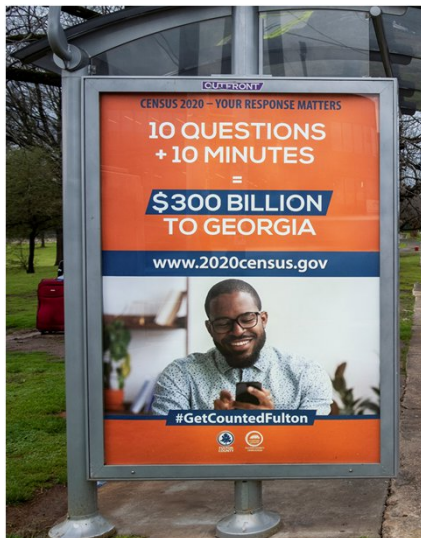
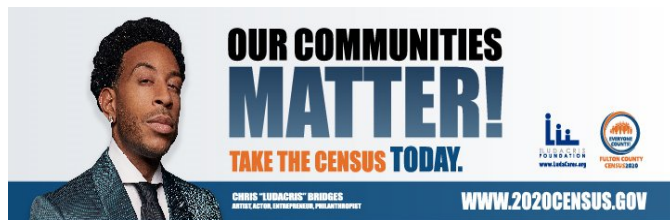
FCSS: Electronic 2020  
Census materials to  
parents; facility signage

Non-profits,  
Restaurants and Faith-  
based Partnerships

Bus shelters, Billboards  
and Digital media –  
5,000,000 plus  
impressions







## Paid Outdoor Media

(More than 5M impressions)





# Collateral Sampling

- Yard Signs
- Video PSA Flyers
- Pledge Card
- Banners
- Palm Cards (Multiple languages)
- Summit Flyers
- Sample Questions
- Municipal Strategy Program



**YES!** I will tell my neighbors and the people in my community who have already pledged to **go counted.**

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Email** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

☐ Yes, we will text Message to go counted Number 2020-2021

☐ Yes I want to volunteer, find me some information about becoming a count clerk.

☐ Yes, I am interested in working for the Census Bureau and will study at 2020Intern.gov/cda.

[www.fultonscountya-gov/Count2020](http://www.fultonscountya-gov/Count2020)  
#askaboutit | @fultonscountya2020



## 2020년 인구 조사 풀턴의 인구 조사에 참여합시다!




**인구 조사란 무엇입니까?**

미국 헌법에 따라 미국은 10년마다 전체 인구를 집계하는 "인구 조사"를 실시해야 합니다.

**누가 집계합니까?**

미국 정부는 모든 18세 미만인 상태에 상관없이 미국의 거주하는 모든 인구를 집계합니다.  
귀하가 여기에서 거주하지 않는 경우입니다!



### 2020년 인구 조사는 쉽고 안전하며 중요합니다

**참신하다**

2020년 인구 조사는 미국 역사상 최초의 온라인 인구 조사가 될 것입니다.


**중요**

조지아주에서 280여 달의 이민의 전통이 자리 잡고 있습니다. 인구 조사는 이민, 영주, 및 이민의 편을 위한 영웅 보충 지원 프로그램(SNAP/WIC), Medicaid, 이민, 이민 건강 보험 프로그램(CHIP), 무상 대학(Pell Grants), 교육과 고 교육 보조금 등 많은 중요한 프로그램에 대한 지원 결정에 영향을 미칩니다.

**안전합시다**

다른 기밀과 인구 조사의 개인 데이터를 공유하지 않습니다. 모든 인구 조사는 비밀로 처리 가능한 법안. 현재까지 250,000달러의 벌금으로 부패한 미국 헌법 제 13의 법률로 보호됩니다.

[www.fultoncounties.gov/Census2020](http://www.fultoncounties.gov/Census2020)

[@fultonCounts](https://www.facebook.com/fultonCounts) | [@fultonCounts](https://www.instagram.com/fultonCounts) | [fultonCounts2020](https://www.youtube.com/fultonCounts)

**2020 CENSUS**  
Let's get counted, folks!

**WHAT IS THE CENSUS?**  
The U.S. Constitution mandates that every 10 years, we count everyone who lives in this country, no matter how old, where they live, or how they get to work.

**WHO GETS COUNTED?**  
The Census counts everyone who lives in the United States, regardless of their race or ethnicity, citizenship, or if you have ever, just or not.

**The 2020 CENSUS is EASY, SAFE, and IMPORTANT!**

**EASY**  
The 2020 Census will be the first online census in U.S. history.

**SAFE**  
Census personal data is top-secret and not shared with other agencies. All survey information is protected for 75 years. The 2020 Census is the most secure survey in U.S. history with built-in privacy protections and a \$250,000 federal penalty for anyone who leaks or sells census data.

**IMPORTANT**  
More than 250 million dollars in federal funding for cultural programs, scholarships, education, and more will depend on census results. Children's health care, housing, and transportation programs will also depend on census results. [www.census.gov/2020census](http://www.census.gov/2020census) @censusgov #let'sgetcounted

**2020 CENSUS PSA VIDEO CONTEST**

**WIN A TEAM**

**SHARE THE IMPORTANCE OF THE 2020 CENSUS**

**How to enter:** Make a video (up to 3 minutes) that explains why the 2020 Census is important to you. You can be a student, a professional, a parent, or a community leader. Your video should be submitted by September 15, 2019. The winning team will receive a \$25,000 prize and a trip to Washington, D.C. to meet with the Census Bureau.

**Rules:** The video must be in English and be suitable for all ages. It must be submitted to the contest website. The winning team will be chosen by a jury of judges. The winning team will be announced on the contest website. The winning team will be responsible for their own travel and accommodation expenses.

**Prizes:** The winning team will receive a \$25,000 prize and a trip to Washington, D.C. to meet with the Census Bureau. The winning team will also receive a certificate of appreciation from the Census Bureau.

**Contest Website:** [www.census.gov/2020census](http://www.census.gov/2020census)

**For more information:** [www.census.gov/2020census](http://www.census.gov/2020census)

**2020 CENSUS**

**ONSE**

Let's Get Counted, Fulton!  
April 1, 2020

**NATIONAL CENSUS DAY**

www.fultoncountygov/Census2020

Facebook Twitter YouTube

Fulton County Government



# CIVICS FRIDAYS WITH FULTON SENIORS

Come hear about the **2020 Census** –  
the nation's first online census!

And practice voting on Georgia's new election equipment!  
[civicsfridays.com](http://civicsfridays.com)

**Friday, February 7, 2020 / 12 – 3 p.m.**

**Samuel L. Russell Senior Multipurpose Facility**  
6177 McAuliffe Road NW  
Atlanta, GA 30331  
Phone: 404-611-8380

**Friday, February 21, 2020 / 12 – 3 p.m.**

**Bessie L. Russell Senior Multipurpose Facility**  
4500 Veterans Woods Drive  
Sandy Springs, GA 30128  
Phone: 404-611-4888

**Friday, February 28, 2020 / 12 – 3 p.m.**

**Robert S. Mills Senior Multipurpose Facility**  
313 John Wesley Drivale Avenue NE  
Atlanta, GA 30312  
Phone: 404-611-5620

**Friday, March 6, 2020 / 12 – 3 p.m.**


**R.L.C. Russell Senior Multipurpose Facility**  
1802 Church Street  
East Point, GA 30404  
Phone: 404-611-6131

Fulton County Senior Multipurpose Facilities are open for Fulton County residents ages 65 and older.





[www.fultoncountygga.com](http://www.fultoncountygga.com)  
@fultoncountygga @FultonCountyGA









**2020 CENSUS**

**YOUR RESPONSE MATTERS!**

**fultoncountyga.gov/2020Census**  
 or call 1-844-330-2020

**#GetCountedFulton by April 1**



 @FultonInfo  





**THE WE COUNT SUMMIT:**  
Reaching Hard-to-Count Communities  
FOR THE 2020 CENSUS

*(Co-located with the 2020 Census Conference at the Crow Plaza Convention Center, Atlanta)*

**Saturday, February 29**  
10 a.m. – 2 p.m.

Registration: [www.uncf.org/we-count-summit](http://www.uncf.org/we-count-summit)  
Phone: 404.333.0874 | 404.333.0875

**Georgie International Convention Center**  
2020 Convention Center Gateway  
Atlanta, GA 30324

**United Negro College Fund**  
City of College Park  
Community Outreach and Mobility  
Program

For more information, contact:  
[summit@uncf.org](mailto:summit@uncf.org)  
@UNCF @WeCountSummit

2020  
Census  
Year

2020  
Census  
Year





**FULTON COUNTY'S  
2020 CENSUS FIRE STATION  
VIDEO CHALLENGE**

CHALLENGE DEADLINE: SUNDAY, MAY 10, 2020 TILL 11:59 PM  
Vote for the best video here  
<https://www.surveymonkey.com/r/FireStationChallenge>; May 11-May 22 (Noon)




# 2020 Census Outreach Activities





# Virtual Outreach Events

TURN UP THE COUNT  
(VIRTUAL RALLY)  
4-16-2020




**THE COUNT**  
FULTON COUNTY CENSUS 2020  
A CALL TO ACTION

**COLLEGE RALLY & TOWN HALL**  
**THURSDAY**  
**APRIL 16, 2020**  
**6:30 PM – 8:30 PM**

**INVITING GENERATION Z STUDENTS**

- Atlanta Metropolitan State College
- Atlanta Technical College
- Clark Atlanta University
- Georgia Institute of Technology
- Georgia State University
- Morehouse College
- Morris Brown College
- Savannah College of Art and Design
- Spelman College

**LIVE ON**  
**FULTON COUNTY GOVERNMENT**  **YouTube**  
<https://www.youtube.com/user/FultonGovernmentTV>

**CO-HOSTS**  
**SHAUNYA CHAVIS RUCKER, FGTV | DERRICK BOAZMAN, WAOK**  
**MUSICAL HOST/DJ: GREG STREET |**

**GUEST SPEAKERS**  
CONGRESSMAN JOHN LEWIS | KILLER MIKE  
POET HANK STEWART | NAACP YOUTH LEADER STEPHEN A. GREEN  
CHRIS "LUDACRIS" BRIDGES | YOUNG DRO | BOBBY VALENTINO  
DR. JEANINE ABRAMS MCLEAN, FAIRCOUNT | DR. VICTORIA SEALS, ATL TECHNICAL COLLEGE

Shape your future  
START HERE >

United States  
Census  
2020

1380 News & Talk  
WAOK  
The Voice of the Community

V103  
The Voice of the Community

FULTON COUNTY  
CENSUS 2020

FULTON COUNTY  
CENSUS 2020

FULTON COUNTY  
CENSUS 2020



# Digital Outreach



## 2020 Census Employee Facebook Challenge

Thank you for proving that #FultonCounts!

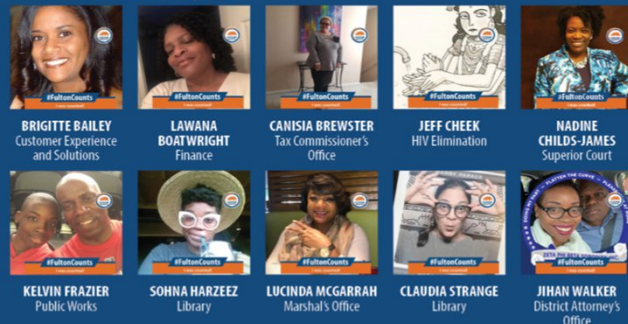
### LIBRARY!

Most Engaged Department  
(greatest number of enrollees)

### Marshal's Office!

Most Active Department  
(greatest number of posts/shares)

### Most Active Employees



Thank you to all of our 300 new #TeamFulton Facebook subscribers! Special thanks to the featured departments and employees for highlighting the importance of the 2020 Census!



## Winners for 2020 Firefighters Census Challenge Announced



Fulton County announced the winners of the Census 2020 Fire Station Video Challenge this week. This contest was designed to highlight the importance of 2020 Census data, which determines federal funding for public safety and emergency management teams and to encourage 2020 Census participation. Fulton County challenged fire station teams in all 15 municipalities to submit a 60-second video message and compete for the title of "Best 2020 Census PSA."

Grand Prize: Fire Station 5; 1200 Hembree Road; Roswell, GA 30076  
First Prize: Fire Station 43; 750 Hickory Flat Road; Milton, GA 30004

Watch the videos here.



# 2019 - 2020 Census Marketing Outlays

Media Outlet/Vendor	Contracted Support/Purchase	Outlays
Outfront Media	Bus Shelter Ads (12 weeks)	\$24,618.75
Outfront Media	Billboards	\$40,000
Entercom	Radio, Social Media, Events	\$55,715
iHeart Media	Radio, Social Media Events	\$60,000
Radio One	Radio Only (4 weeks)	\$15,000
MARTA	Bus Ads	Complimentary
Printing & Promotional Items	Collateral, Bags, Giveaway Items	\$50,000
Events	Workshop/Two Summits/Meetings	\$11,000
Social Media Ads	Facebook, Twitter	\$5000
Neighborhood Newspaper	Print Ads	\$7300
Interagency Mailing	Flyer Inserts	\$3500
		\$272,133.75 TOTAL



# Fulton County 2020 Census Complete Count Committee

- Barbara Jabaley, Chairwoman (Chairman Pitts)
- Eric Paulk, Vice Chair (Vice Chair Hall)
- Claire Bartlett (Commissioner Ellis)
- Lisa Carlisle (Commissioner Ellis)
- Commissioner Joe Carn (Commissioner Carn)
- Aubrey Ethridge (Chairman Pitts)
- Stacey Green (Commissioner Darnell)
- Dr. Roslyn Harper (Commissioner Arrington)
- Alex Kaufman (Commissioner Hausmann)
- Craig Kidd (Commissioner Hausmann)
- Lisa Lester (Commissioner Arrington)
- Monique Williams (Vice Chair Hall)







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0710

**Meeting Date:** 9/15/2021

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

Discussion: Invest Atlanta Board of Directors August 19, 2021 Meeting Summary **(Morris)**





**SUMMARY OF ACTIONS TAKEN AT THE REGULAR MEETING  
OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY  
D/B/A INVEST ATLANTA**

**AUGUST 19, 2021**

BOARD MEMBERS IN ATTENDANCE: MAYOR KEISHA LANCE BOTTOMS; RANDY HAZELTON; CHRIS AHRENKIEL; FRED SMITH; BILL BOZARTH; TODD GREENE; HONORABLE MATT WESTMORELAND; HONORABLE MICHELLE OLYMPIADIS; HONORABLE LEE MORRIS

**RESOLUTIONS**

1. RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA TO ADOPT THE **BUDGET** FOR THE FISCAL YEAR ENDING JUNE 30, 2022; AND FOR OTHER PURPOSES.  
**RESOLUTION APPROVED**
2. RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF LOAN DOCUMENTATION FOR THE RENEWAL OF AN EXISTING \$1,000,000 REVOLVING **LINE OF CREDIT** FROM WELLS FARGO, N.A; AND FOR OTHER PURPOSES.  
**RESOLUTION APPROVED**
3. RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA TO ADOPT AND APPROVE THE FISCAL YEAR 2022 **BUDGET OF ATLANTA BELTLINE, INC.** IN ACCORDANCE WITH THE SECOND AMENDED AND RESTATED SERVICES AGREEMENT BETWEEN INVEST ATLANTA AND ATLANTA BELTLINE, INC.; TO ALLOCATE EXCESS TAD FUNDS THAT BECOME AVAILABLE IN FY22 FOR AFFORDABLE HOUSING INITIATIVES WITHIN THE BELTLINE TAD; AND FOR OTHER PURPOSES.  
**RESOLUTION APPROVED**
4. RESOLUTION OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA ACKNOWLEDGING AND APPROVING, INTER ALIA, THE ASSIGNMENT OF A LEASEHOLD INTEREST IN A CERTAIN PROJECT AND THE ASSUMPTION OF ALL THE OBLIGATIONS AND RESPONSIBILITIES TO THE ISSUER OF THE ASSIGNOR BY THE ASSIGNEE, AND THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS IN

CONNECTION THEREWITH.

**RESOLUTION APPROVED**

5. RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA AUTHORIZING A GRANT FROM THE EASTSIDE TAD ASCENSION FUND TO **HENDERSON PLACE HDDC MHSE, LP** TO BE PAID FROM THE EASTSIDE TAX ALLOCATION DISTRICT SPECIAL FUND TO SUPPORT THE CONSTRUCTION, INSTALLATION AND EQUIPPING OF A MULTIFAMILY HOUSING DEVELOPMENT LOCATED AT 131 GRAPE STREET, NE & 514 IRWIN STREET NE, ATLANTA, GEORGIA 30312 IN AN AMOUNT NOT TO EXCEED THREE MILLION ONE HUNDRED THOUSAND DOLLARS (\$3,100,000); AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT AND ANCILLARY DOCUMENTS IN CONNECTION WITH SUCH ALLOCATION; AND FOR OTHER PURPOSES.

**RESOLUTION APPROVED**

6. RESOLUTION OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A/ INVEST ATLANTA AUTHORIZING, INTER ALIA, THE ISSUANCE OF THE ATLANTA DEVELOPMENT AUTHORITY TAXABLE LEASE PURCHASE REVENUE BONDS (**NGI NW DRIVE, LLC PROJECT**), SERIES 2021, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$58,000,000.

**RESOLUTION APPROVED**

7. RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A "INVEST ATLANTA" AUTHORIZING A GRANT TO **SWEET AUBURN WORKS, INC.** FROM THE EASTSIDE TAX ALLOCATION DISTRICT ("ETAD") SPECIAL FUND TO AID IN FINANCING THE "WALKING WITH HEROES" PUBLIC STREETSCAPE INFRASTRUCTURE PROJECT IN THE SWEET AUBURN NEIGHBORHOOD IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000); AUTHORIZING THE NEGOTIATION EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT MEMORIALIZING THE GRANT; AND FOR OTHER PURPOSES.

**RESOLUTION APPROVED**

8. RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA AUTHORIZING A GRANT TO **RAINBOW UMBRELLA, LLC**, FROM THE DOWNTOWN FAÇADE IMPROVEMENT GRANT ("DFIG") PROGRAM OF THE EASTSIDE TAX ALLOCATION DISTRICT ("ETAD") SPECIAL FUND IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) TO FINANCE THE RENOVATION OF **552 DECATUR STREET**; AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A GRANT AGREEMENT AND ANCILLARY DOCUMENTS IN CONNECTION WITH THE AWARD OF SUCH GRANT; AND FOR OTHER PURPOSES.

**RESOLUTION APPROVED**

9. RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA AUTHORIZING AN EASTSIDE TAD FUND GRANT TO ATLANTA DOWNTOWN IMPROVEMENT DISTRICT, INC., FROM EASTSIDE TAX

ALLOCATION DISTRICT INCREMENT TO FINANCE **STREETSCAPE AND ROADWAY IMPROVEMENTS AND THE DEVELOPMENT OF A SWEET AUBURN SUB-AREA PLAN** IN AN AMOUNT NOT TO EXCEED TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00); AUTHORIZING THE NEGOTIATION EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT MEMORIALIZING THE GRANT; AND FOR OTHER PURPOSES.

**RESOLUTION APPROVED**

10. RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA AUTHORIZING A GRANT FROM THE WESTSIDE TAX ALLOCATION DISTRICT ASCENSION FUND TO RIDDLE PROPERTY GROUP, LLC IN AN AMOUNT NOT TO EXCEED TWO MILLION DOLLARS (\$2,000,000.00) TO ASSIST IN FUNDING THE REHABILITATION AND CONSTRUCTION OF **70 FOR-SALE TOWNHOMES IN THE VINE CITY NEIGHBORHOOD**; AND FOR OTHER PURPOSES.

**RESOLUTION APPROVED**

11. RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA AMENDING A MAY 20, 2021 RESOLUTION AUTHORIZING A GRANT FROM THE WESTSIDE TAX ALLOCATION DISTRICT ("WESTSIDE TAD") SPECIAL FUND TO WINDSOR STEVENS HOLDINGS LLC IN AN INCREASED AMOUNT NOT TO EXCEED \$3,200,000 TO ASSIST IN FUNDING THE CONSTRUCTION, INSTALLATION, AND EQUIPPING OF A MIXED-USE DEVELOPMENT KNOWN AS "**THE PROCTOR**," TO INCLUDE APPROXIMATELY 132 MULTIFAMILY RENTAL AND 6 FOR SALE HOUSING UNITS, LOCATED AT 703 LINDSAY STREET, ATLANTA, GEORGIA; AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF DOCUMENTS IN CONNECTION WITH THE PROJECT; AND FOR OTHER PURPOSES.

**RESOLUTION APPROVED**

12. RESOLUTION OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA AUTHORIZING A GRANT FROM THE BELTLINE TAD SPECIAL FUND IN AN AMOUNT NOT TO EXCEED \$2,000,000 FOR THE NEW CONSTRUCTION OF A MULTIFAMILY RENTAL PROJECT TO BE LOCATED WITHIN THE BOUNDARIES OF THE BELTLINE TAX ALLOCATION DISTRICT AT 1090 HANK AARON DRIVE, ATLANTA, GEORGIA TO BE KNOWN AS **SKYLINE APARTMENTS**; AUTHORIZING THE NEGOTIATION, EXECUTION, DELIVERY AND PERFORMANCE OF ALL DOCUMENTS RELATED THERETO; AND FOR OTHER PURPOSES.

**RESOLUTION APPROVED**





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0711

**Meeting Date:** 9/15/2021

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

Discussion: BeltLine September 8, 2021 CEO Report **(Morris)**





# CEO REPORT

Atlanta  
BeltLine, Inc.  
Board of  
Directors  
Meeting

September 8, 2021

@atlantabeltline



@atlantabeltline



@atlantabeltline







# ATLANTA BELTLINE VISION







# SOUTHSIDE TRAIL – SEG 1 OPENING

The grand opening of the first segment of the Southside Trail will take place September 28 at 9:30 a.m. and connect between the Westside Trail and Pittsburgh Yards.







# TRAIL UPDATES

Southside Trail  
Segment 1

Westside Trail  
Segment 3

Westside Park

**Streetscapes**

Under Construction

**Atlanta BeltLine Trails**

Completed

Under Construction

In Design

Study in Progress\*\*

**Atlanta BeltLine & Partner Parks**

Complete

Shovel Ready

In Design

**Atlanta BeltLine Streetcar**

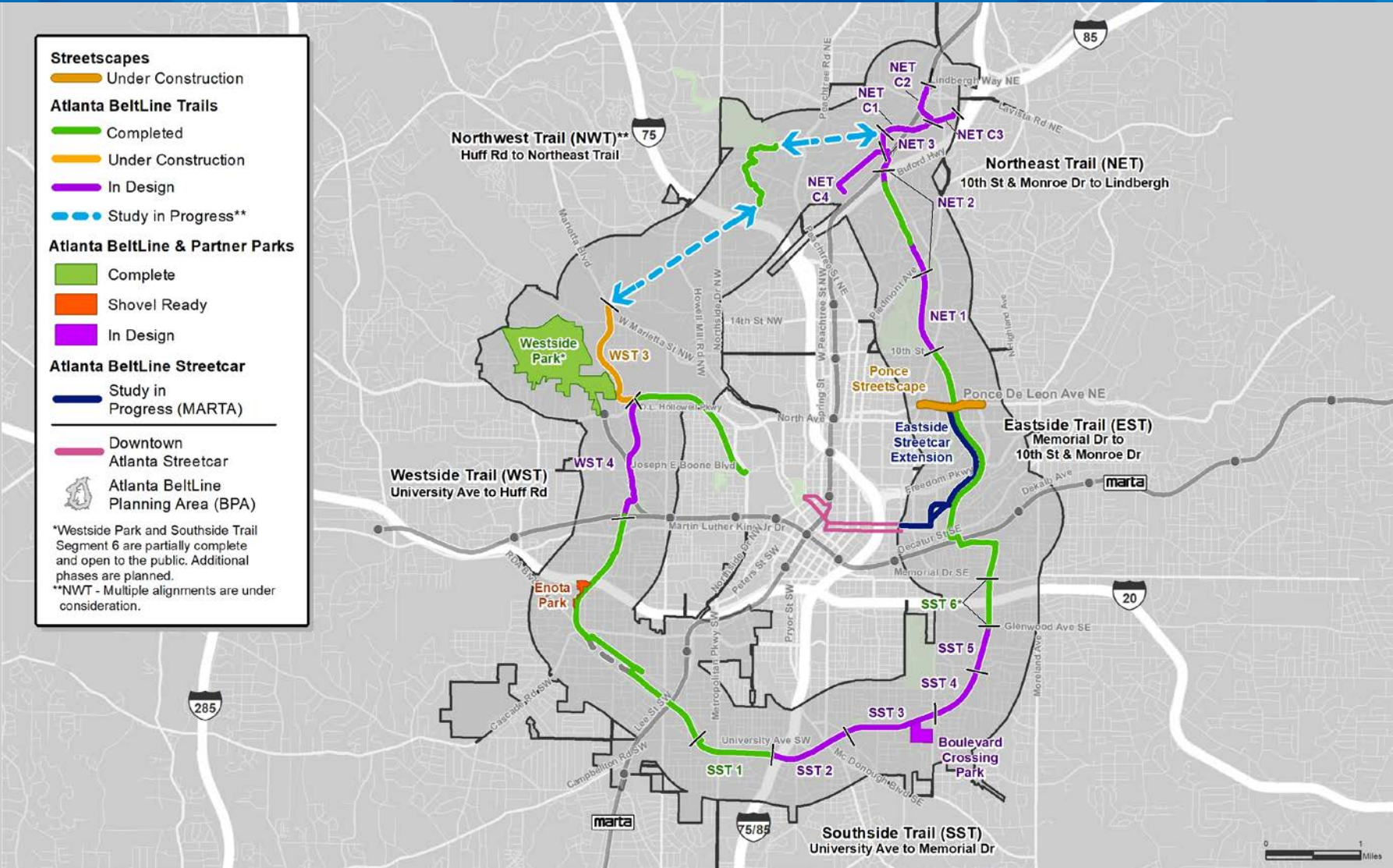
Study in Progress (MARTA)

Downtown Atlanta Streetcar

Atlanta BeltLine Planning Area (BPA)

\*Westside Park and Southside Trail Segment 6 are partially complete and open to the public. Additional phases are planned.

\*\*NWT - Multiple alignments are under consideration.





# AFFORDABLE HOUSING

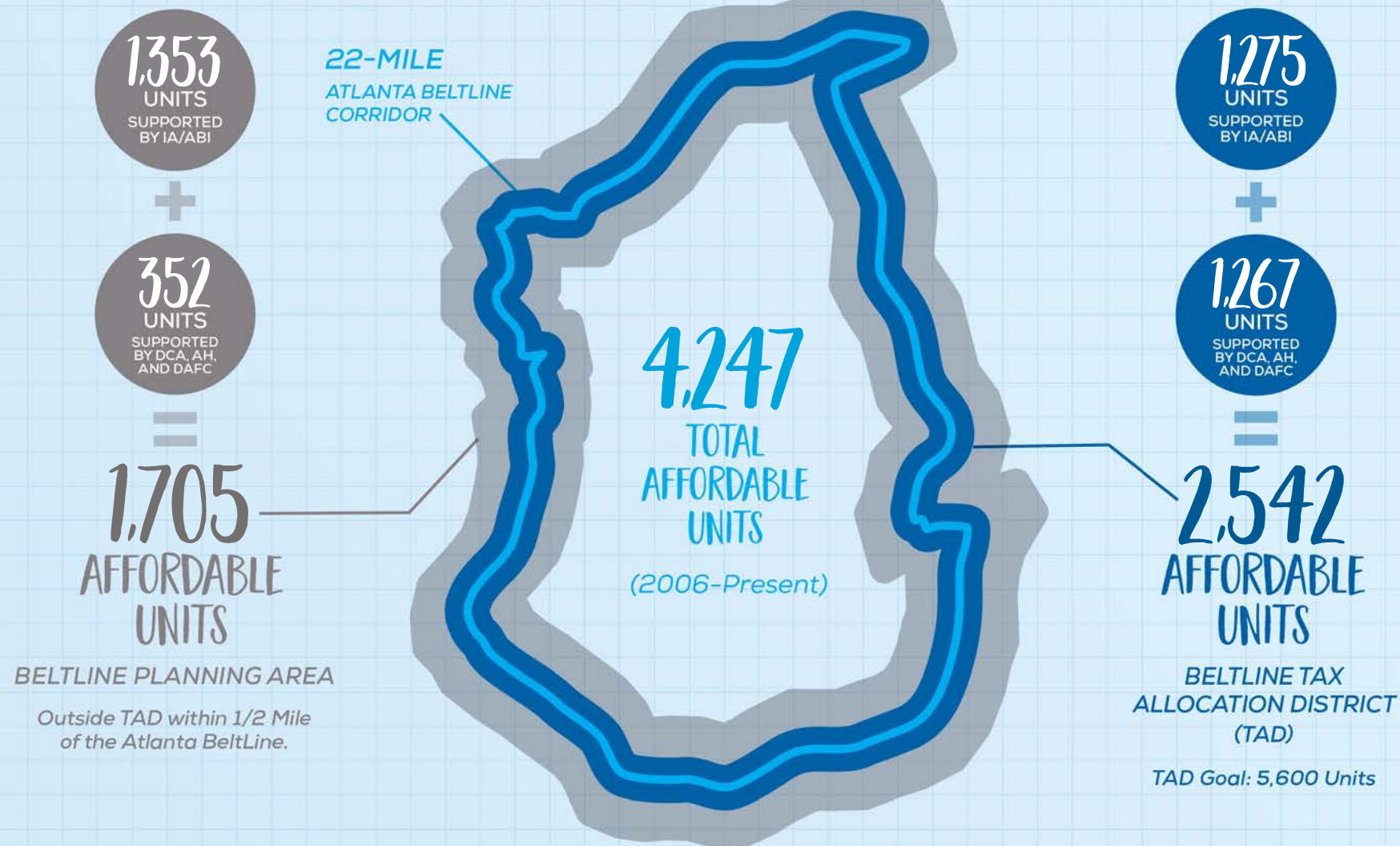
## AFFORDABLE UNITS CREATED/PRESERVED

TAD and Planning Area boundaries are represented here for illustrative purposes only.

For precise boundary lines, please visit:  
[beltline.org/map](http://beltline.org/map)

### CHART LEGEND >>

<b>ABI</b>	Atlanta BeltLine
<b>AH</b>	Atlanta Housing
<b>DAFC</b>	Development Authority of Fulton County
<b>DCA</b>	Department of Community Affairs
<b>IA</b>	Invest Atlanta





# HOUSING AFFORDABILITY: TAD SCORECARD

## AFFORDABLE UNITS CREATED/PRESERVED

Over 3,000 units are within  
walking distance of the  
Atlanta BeltLine







# AFFORDABLE HOUSING PIPELINE

## AFFORDABLE UNITS CREATED/PRESERVED

TAD and Planning  
Area boundaries are  
represented here for  
illustrative purposes  
only.

For precise boundary  
lines, please visit:  
[beltline.org/map](https://beltline.org/map)

### CHART LEGEND

- ABI** Atlanta BeltLine
- AH** Atlanta Housing
- DAFC** Development Authority of Fulton County
- DCA** Department of Community Affairs
- IA** Invest Atlanta

Currently Publicly  
Announced Pipeline:

616

Affordable Units



CY 2018/2019 — 2021 Combined Goal =  
500 affordable units

933

Units Closed  
During Time  
Period

- 55 Milton – 156 affordable units
- Parkside at Quarry Yards – 177 affordable units
- Aspire Westside – 26 affordable units
- 72 Milton – 64 affordable units
- Atlanta Diaries II – 38 affordable units
- Fairfield Southside Trail – 47 affordable units
- Alexan 8West – 43 affordable units
- 680 Hamilton – 40 affordable units
- 1015 Boulevard – 48 affordable units
- Stanton Park – 56 affordable units
- 1265 Lakewood – 160 affordable units





# ECONOMIC DEVELOPMENT

ABI has conducted a three-part listening session with Business Associations and CIDs. Results will help to shape future strategy.







# ART ON THE ATLANTA BELTLINE

Artists have been selected for the upcoming 2021-2022 exhibition.



Musesalon, the 2021-2022 selected Curator-in-Residence





# QUESTIONS?









# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 21-0712

**Meeting Date:** 9/15/2021

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

Discussion of a Resolution to enact the "Fulton County Homeowners Economic Lift Program and Services Plan" and for other purposes. **(Abdur-Rahman)**

1 **RESOLUTION BY THE BOARD OF COMMISSIONERS OF FULTON COUNTY, GEORIGIA, TO**  
2 **ENACT THE “FULTON COUNTY HOMEOWNERS ECONOMIC LIFT PROGRAM AND SERVICES**  
3 **PLAN” AND FOR OTHER PURPOSES.**  
4

5 **WHEREAS**, thousands of homeowners are in need of financial assistance due to past and  
6 continual adverse impacts of the Coronavirus pandemic and have not received any substantial aid or  
7 assistance from the State of Georgia; and  
8

9 **WHEREAS**, the U.S. Treasury Department (Treasury) allocated \$9.9 billion to states and  
10 territories through the American Rescue Plan Act of 2021, (ARPA) a bill signed into law by President  
11 Joe Biden on March 11, 2021, and the Homeowner Assistance Fund (HAF) established to mitigate  
12 financial hardships associated with the coronavirus pandemic by providing funds for the purpose of  
13 preventing homeowner mortgage delinquencies, defaults, foreclosures, loss of utilities, and  
14 displacements of homeowners experiencing financial hardship after January 21, 2020; and  
15

16 **WHEREAS**, Georgia's allocation of \$4.9 billion includes approximately \$354 million to be  
17 administered by the Georgia Department of Community Affairs for the sole purpose of mortgage  
18 assistance for homeowners, with a distribution plan due to Treasury by July 31, 2021, but the State has  
19 not commenced; and  
20

21 **WHEREAS**, per information received by Fulton County and also reported in the news media,  
22 that the State of Georgia is delaying any announcement of how it will spend and administer the State's  
23 \$4.9 billion ARPA funds, including its \$354 million for home mortgage assistance; and  
24

25 **WHEREAS**, the Board of Commissioners adopted Resolution 21-0221 on March 17, 2021,  
26 promulgating Fulton County's acceptance, and outlining the County's priorities for usage of federal  
27 funds available and allocated to Fulton County, and adopted as policy that homeowners mortgage  
28 assistance would be the top priority of Fulton County's \$206 million allocation of Fulton County ARPA  
29 funds; and  
30

31 **WHEREAS**, Section 603 of ARPA establishes the Coronavirus Local Fiscal Recovery Fund  
32 (Recovery Fund) “intended to provide support for local governments, [such as Fulton County,]  
33 responding to the impact of COVID-19 and in their efforts to contain COVID-19 on their communities,  
34 residents, and businesses;” and  
35

36 **WHEREAS**, on May 10, 2021, the United States Secretary of the Treasury, through (Treasury)  
37 issued its "Interim Final Rule" (IFR) to implement the Recovery Fund, with guidelines, rules and  
38 directives to Fulton County and other recipients of ARPA funds published in the U.S. Code of Federal  
39 Regulations, 31 CFR Part 35, and specifically outlines that "funds may be used:  
40

41 a) To respond to the public health emergency or its negative economic impacts, including  
42 assistance to households, small businesses, and nonprofits, or aid to impacted industries such as  
43 tourism, travel, and hospitality” among other uses; and  
44

45 **WHEREAS**, the IFR states that local governments shall "have flexibility to determine how best  
46 to use payments from the Fiscal Recovery Fund[] to meet the needs of their communities and  
47 populations;” and  
48

49 **WHEREAS**, the Fulton County Commissioners have heeded the advice of Treasury, which in  
50 its IFR states local governments should "engage their constituents and communities in developing plans  
51 to use these [Recovery Fund] payments, given the scale of funding and its potential to catalyze broader  
52 economic recovery and rebuilding;” and  
53

1       **WHEREAS**, Treasury in its IFR states "While eligible uses under sections 602(c)(1)(A) and  
2 603(c)(1)(A) provide flexibility to recipients to identify the most pressing local needs, Treasury  
3 encourages recipients to provide assistance to those households, businesses, and non-profits in  
4 communities most disproportionately impacted by the pandemic;" and  
5

6       **WHEREAS**, Fulton County has been designated a high-impact area that is disproportionately  
7 impacted, in a number of communities (in North Fulton, Central Fulton, Atlanta and South Fulton)  
8 including distressed and economically-depressed communities of color, and a County workforce of  
9 approximately 4,518, of which approximately 3,760 or 83 percent are African American, including nearly  
10 56 percent who are Black women; and  
11

12       **WHEREAS**, the households of workers and residents in Fulton County, suffered economic  
13 hardships due to the pandemic, including hundreds of workers who had increased costs of living due to  
14 being required to work from home; and  
15

16       **WHEREAS**, pursuant to Resolution 21-0221, the County Manager has established a utilization  
17 and distribution plan consistent with the intent of the Board of Commissioners' Resolution, and that will  
18 be in conformance with the rules and guidelines promulgated pursuant to the American Rescue Plan  
19 Act, and has reported back to the Board of Commissioners with recommendations for action by the  
20 Board, but do not include a provision for the Commissions first priority—homeowners mortgage  
21 assistance; and  
22

23       **WHEREAS**, the Board of Commissioners has received and reviewed information from the  
24 County Manager and his staff in areas of finance; budget; human resources; youth and community  
25 services; economic development; arts and cultural affairs; health; operational stability and community  
26 needs; and the Commission has received and reviewed legal advice and information from the Interim  
27 County Attorney to ensure Fulton County's action is in line with ARPA and Treasury's regulations and  
28 guidance *in omnibus*; and  
29

30       **WHEREAS**, Fulton County citizens have provided input at public meetings, and via  
31 communications, including telephonic, electronic mail and otherwise; and  
32

33       **WHEREAS**, the Board of Commissioners is concerned that the ARPA funds actually provide  
34 "real rescue" assistance to those in need in Fulton County who have been adversely impacted by the  
35 Coronavirus pandemic, especially homeowners facing default on their mortgages and possible  
36 foreclosure, which leads to other negative impacts including upon health and safety.  
37

38       **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of Fulton County  
39 enacts and establishes the "Fulton County **Homeowners Economic Lift Program and Services**  
40 **(HELPS)**" attached hereto, subject to any adjustments required to comply with the American Rescue  
41 Plan Act and the rules and regulations promulgated from time to time by the U.S. Department of  
42 Treasury; and  
43

44       **BE IT ALSO RESOLVED** that the HELPS plan is intended to provide an economic lift to  
45 homeowners until the State of Georgia fully implements its ARPA mortgage assistance program  
46 (Homeowners Assistance Fund Program) and at such time the County shall determine how to allocate  
47 any unspent HELPS funds.  
48

49       **BE IT ALSO RESOLVED**, that the County Manager may at her/his discretion exercise authority  
50 to transfer or realign ARPA funds and utilize other available funding sources as necessary to meet the  
51 policy intent of this Resolution, and that those actions, and any and all other actions to implement this  
52 Resolution must keep Fulton County at all times in compliance with the American Rescue Plan Act and  
53 the rules and regulations promulgated from time to time by the Department of Treasury; and

**BE IT FURTHER RESOLVED**, that Board of Commissioners hereby directs the County Manager and the appropriate County staff to execute the Fulton HELPS plan with the full intent of the Board of Commissioners outlined in this Resolution, and to report back monthly to the Board of Commissioners on the County's implementation of the Fulton HELPS plan, including but not limited to funds received, funds expended, and operational and demographical data; and

**BE IT FINALLY RESOLVED**, that this Resolution supersedes resolutions in conflict with this Resolution and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

**PASSED AND ADOPTED** by the Board of Commissioners of Fulton County, Georgia, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

FULTON COUNTY BOARD OF  
COMMISSIONERS

**SPONSORED BY:**

Khadijah Abdur-Rahman, Commissioner  
District 6

District \_\_\_\_\_, Commissioner

District \_\_\_\_\_, Commissioner

District \_\_\_\_\_, Commissioner

District \_\_\_\_\_, Commissioner

District \_\_\_\_\_, Commissioner

\_\_\_\_\_, Chairman

1  
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8  
9  
10  
11

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Kaye Woodard Burwell, Interim County Attorney



# Board of Commissioners of Fulton County

American Rescue Plan Act of 2021

*Homeowners Economic Lift Program & Services (HELPS)*

Sponsored by Commissioner Khadijah Abdur-Rahman, District 6

## **PROPOSED PLAN – September 15, 2021**

**The Board of Commissioners enacts the following “American Rescue Plan Act of 2021 Fulton County Homeowners Economic Lift Program and Services” (“Fulton HELPS”).**

The County shall implement Fulton HELPS subject to complete and full compliance with the American Rescue Plan Act of 2021 and the final rules, guidelines and other guidance promulgated from time to time by the Secretary of the Treasury (Treasury) and the Office of Inspector General. The final rules promulgated under the American Rescue Plan Act published as 31 CFR Part 35, “Coronavirus State and Local Fiscal Recovery Funds.”

### **I. HOME MORTGAGE RESCUE ASSISTANCE PROGRAM**

Pursuant to § 603 (c)(1)(a) of the Act, Fulton County shall allocate an amount of up to \$13.5 million to provide eligible Fulton County homeowners with household assistance including mortgage, rental, utilities, broadband and wi-fi assistance to Covid-19 impacted persons and households. Funds under the HELPS plan shall be available immediately and extend through the date of ARPA fund usage expiration as provided in the Act and Treasury rules and guidelines. The County, while adhering to Treasury guidance, shall provide assistance through a mortgage grants program and a cash-transfer-assistance program as outlined in the IFR. *See Treasury IFR §II (A)*. Total relief to any recipient may not exceed \$9,000 for mortgage assistance and no longer than nine months of aid (current and arrears) to assist homeowners impacted by COVID-19, all within the requirements of the American Rescue Plan. Each homeowner that qualifies for the grant program may receive a grant in an amount that is proportionate to the impact of COVID-19 on the individual. The key requirements to receive a mortgage assistance grant shall be 1) proof of home mortgage; 2) an affidavit of declaration of need; 3) proof that homeowner resides at the property receiving grant assistance; and 4) evidence of negative impact to the homeowner as a result of COVID-19. Mortgages for homes used solely as rental properties shall not qualify or receive assistance under the Fulton HELPS plan. Examples of need include, but are not limited to, forbearance, delinquent or past-due bills, and foreclosure notices, etc. This assistance program will “address an economic harm resulting from or exacerbated by the public health emergency” by providing homeowners impacted by the COVID-19 public health emergency with assistance to pay housing costs. *See Treasury IFR §II (A)*.

### **II. EXPANSION, MODIFICATION AND AMENDMENTS**

The HELPS program is intended to provide an economic lift to homeowners until the State of Georgia fully implements its mortgage (Homeowners Assistance Fund) assistance program. Notwithstanding all the priorities and directives aforementioned, the Board of Commissioners shall expand, modify or otherwise amend this HELPS plan as needed to conform to any new, modified or revised rules and guidelines from the U.S. Department of the Treasury. Further, the County Manager shall advise the Board of Commissioners no less than once per quarter, per year on the status of the HELPS plan and if there shall be a need to modify spending to meet the requirements of usage of all ARPA funds received to avoid any returning of unused funds.

# Homeowner Assistance Fund Program

<b>Program Overview</b>	The Homeowner Assistance Fund (HAF) program was established under Section 3206 of the American Rescue Plan Act of 2021 (“the ARP”) to mitigate financial hardships associated with the coronavirus pandemic by providing funds to eligible entities for the purpose of preventing homeowner mortgage delinquencies, defaults, foreclosures, loss of utilities or home energy services, and displacements of homeowners experiencing financial hardship after January 21, 2020, through qualified expenses related to mortgages and housing.
<b>Program Goal</b>	<p>The Georgia Housing Finance Authority (GHFA) will provide financial assistance for eligible homeowners by:</p> <ul style="list-style-type: none"> <li>• Eliminating or reducing delinquent mortgage payments or payments in forbearance.</li> <li>• Providing principal curtailment or lien extinguishment.</li> <li>• Providing up to 3 mortgage payments in a onetime payment to enable homeowners who have not fully recovered to work with their lender for payment affordability.</li> <li>• Providing assistance on related housing expenses.</li> <li>• Other assistance to promote housing stability for homeowners as determined by the Secretary of the Treasury may be considered.</li> </ul>
<b>Homeowner Eligibility Criteria</b>	<p>Eligibility Criteria:</p> <ul style="list-style-type: none"> <li>• The homeowner owned the home on or before January 21, 2020, and currently owns and occupies the property as their primary residence.</li> <li>• The homeowner (or spouse) experienced a Qualified Financial Hardship after January 21, 2020.</li> <li>• The income met the income requirements (AMI) at the time of the hardship or application.</li> <li>• The homeowner has completed and signed an Affidavit affirming a pandemic related hardship.</li> <li>• Additional underwriting criteria apply.</li> </ul>
<b>Qualified Financial Hardship</b>	The homeowner (or spouse) must have experienced a “Qualified Financial Hardship”- a material reduction in income or material increase in living expenses that created or increased a risk of mortgage delinquency, mortgage default, foreclosure, loss of utilities or home energy services that is associated with the coronavirus pandemic.

# Homeowner Assistance Fund Program

	<ul style="list-style-type: none"> <li>• Reduction of Income – Significant temporary or permanent loss of earned income after January 21, 2020.</li> <li>• Increase in living expenses – Significant out-of-pocket pandemic related expenses after January 21, 2020.</li> </ul>
<b>Target Population</b>	<p>Homeowners with incomes equal to or less than 150 percent of the Area Median Income (AMI) will be targeted for the program.</p> <p>Funding will be prioritized to the following populations:</p> <ul style="list-style-type: none"> <li>• At least 60 percent to eligible homeowners with equal to or less than 100 percent of the AMI or National Median Income, whichever is greater.</li> <li>• The remaining amount to “socially disadvantaged” eligible homeowners with incomes equal to or less than 150 percent AMI.</li> </ul>
<b>Eligible Property Types</b>	<p>Eligible Properties:</p> <ul style="list-style-type: none"> <li>• Single-family (attached or detached) properties.</li> <li>• 2 to 4 unit properties where the homeowner is living in one of the units as their primary residence.</li> <li>• Manufactured homes permanently affixed to real property.</li> </ul>
<b>Program Exclusions</b>	<ul style="list-style-type: none"> <li>• Non-Conforming GSE loans.</li> <li>• Homes titled in trusts or business entity.</li> <li>• Homeowners who are non-legal U.S. residents.</li> <li>• Properties Not Eligible for Assistance: <ul style="list-style-type: none"> <li>○ 2<sup>nd</sup> homes.</li> <li>○ Investment property.</li> <li>○ Vacant or abandoned homes.</li> <li>○ Homes with damage and/or insurance claims that impact occupancy.</li> </ul> </li> </ul>
<b>Maximum Per Household HAF Assistance</b>	Up to \$50,000 per household.
<b>Assistance Type</b>	Assistance will be structured as a non-recourse grant.
<b>Payout and Structure of HAF Assistance</b>	<p>HAF assistance will be disbursed directly to mortgage lenders/servicers and payees.</p> <p>HAF assistance for the homeowner will be prioritized to first mortgage</p>



# Homeowner Assistance Fund Program

	reinstatement for qualifying delinquency.
<b>Program Duration</b>	Program will end September 30, 2026, or until funds are fully reserved, whichever comes first.

DRAFT

## FEDERAL FUNDS

# Georgia delays dipping into its share of federal COVID-19 relief funds

September 5, 2021

[AJC / Page A11](#)

Gov. Brian Kemp had planned to announce next month who would be receiving shares of the \$4.8 billion that Congress voted to send Georgia's way in COVID-19 relief money.



That will now have to wait until early next year.

Cities, counties, businesses and nonprofits needed more time to draw up their proposals for grants that would fund broadband expansion, water and sewer projects, and programs to aid Georgians and businesses.

So the state pushed back the application deadline from this past Monday to the end of October.

Senate Appropriations Chairman Blake Tillery, R-Vidalia, sees benefits in the delay, saying it could help the state deal with two problems: finding both workers and materials for the types of projects that would receive funding.

Georgia's unemployment rate was 3.7% in July, nearly the same as in the month the pandemic shutdown began, and businesses have reported having trouble finding workers.

"At the time this (relief bill) was passed, I understand we were really concerned about people being able to find jobs," Tillery said. "That is not our problem now. The supply chain is the problem."

The money, part of the \$1.9 trillion relief package that President Joe Biden signed in March, can be used broadly for COVID-19 response. The means it could be used to make direct payments to Georgians, provide aid to small businesses, give extra pay to "essential workers," fund job training and placement services, assist hard-hit areas of the economy such as the hospitality and travel industries, and pay for infrastructure projects.

Kemp appointed Tillery and other legislators and state officials to serve on three committees to study applications for the funding. The governor will then make the final decisions on the grants.

# States Where People Can't Pay Mortgages

<https://247wallst.com/special-report/2021/09/08/states-where-people-cant-pay-mortgages/>

By Sam Gupton

24/7 Wall St.

Updated: September 9, 2021, 8:29 am

Paying a mortgage can be difficult during the best of times. Unexpected expenses and loss of employment can be two major factors that lead to missed mortgage payments and eventually foreclosure. The COVID-19 pandemic has exasperated several of the hurdles people face on the road to homeownership. Many have lost their sources of income and were unable to easily find new ones. And for those scrambling to make a monthly mortgage payment even a few months out of work can be a disaster.



Homeownership has proven to be one of the most important avenues for accumulating generational wealth in the United States and is considered a major part of the American Dream. Plus, paying a mortgage and moving toward homeownership is a lot better than endlessly paying rent. The downside is defaulting on a mortgage and having a property foreclosed, which can be devastating financially and mentally.

To identify the 20 states where people can't pay their mortgage, 24/7 Wall St. reviewed state level delinquency and foreclosure rates from [CoreLogic](#), an online housing data solutions company. States were ranked by the percentage of mortgages in serious delinquency. Serious delinquency is defined as mortgage payments 90 days past due. Foreclosure is defined as property officially seized by the creditor due to inability to make payments. Median home value figures are one-year estimates from the Census Bureau's 2019 American Community Survey.

Though the states on this span the country, relatively few are in the West. Serious delinquency rates range from 3.2% to 5.3% in the states on the list. Nationwide, the serious delinquency rate is 3.2%, according to CoreLogic, the report adds, "While still high, this is the lowest serious delinquency rate since an initial jump during the pandemic in June 2020."

Housing prices have exploded during the pandemic. Many people realized they might as well buy a home if they can. The expanded work-from-home has allowed many to look farther away from expensive urban centers. However, this increase in demand has priced many people out of homeownership and made homes difficult to find in some areas.

The pandemic has certainly reshaped the housing market, but in the coming years the effects of climate change could cause drastic shifts on a much greater level. Flooding, hurricanes, droughts, and rising sea levels can all contribute to the destruction of homes and environments, causing mass movement of people to already crowded areas. This is sure to drive up demand and prices in some places as well as strain cities and infrastructure in countless other ways.

## The states where people can't pay mortgages by ranking:

### 12. Georgia

- > Serious delinquency rate **May 2021: 3.90%** — 11th highest (tied)
- > Serious delinquency rate **May 2020: 1.80** — 13th highest (tied)
- > Foreclosure rate May 2021: 0.10% — 21st lowest (tied)
- > Median home value: \$202,500 — 24th lowest

**20. West Virginia**

- > Serious delinquency rate May 2021: 3.20%
- > Serious delinquency rate May 2020: 1.60 — 18th highest (tied)
- > Foreclosure rate May 2021: 0.20% — 21st highest (tied)
- > Median home value: \$124,600 — the lowest

**19. Pennsylvania**

- > Serious delinquency rate May 2021: 3.30%
- > Serious delinquency rate May 2020: 1.90 — 7th highest (tied)
- > Foreclosure rate May 2021: 0.40% — 5th highest (tied)
- > Median home value: \$192,600 — 19th lowest

**18. New Mexico**

- > Serious delinquency rate May 2021: 3.30%
- > Serious delinquency rate May 2020: 1.50 — 23rd highest (tied)
- > Foreclosure rate May 2021: 0.40% — 5th highest (tied)
- > Median home value: \$180,900 — 16th lowest

**17. Delaware**

- > Serious delinquency rate May 2021: 3.40%
- > Serious delinquency rate May 2020: 1.90 — 7th highest (tied)
- > Foreclosure rate May 2021: 0.30% — 12th highest (tied)
- > Median home value: \$261,700 — 17th highest

**16. Arkansas**

- > Serious delinquency rate May 2021: 3.50% (11th highest tied)
- > Serious delinquency rate May 2020: 1.80 — 13th highest (tied)
- > Foreclosure rate May 2021: 0.20% — 21st highest (tied)
- > Median home value: \$136,200 — 3rd lowest

**15. Alabama**

- > Serious delinquency rate May 2021: 3.50%
- > Serious delinquency rate May 2020: 1.90 — 7th highest (tied)
- > Foreclosure rate May 2021: 0.10% — 21st lowest (tied)
- > Median home value: \$154,000 — 6th lowest

**14. Alaska**

- > Serious delinquency rate May 2021: 3.50%
- > Serious delinquency rate May 2020: 1.50 — 23rd highest (tied)
- > Foreclosure rate May 2021: 0.10% — 21st lowest (tied)
- > Median home value: \$281,200 — 15th highest

**13. Illinois**

- > Serious delinquency rate May 2021: 3.70%
- > Serious delinquency rate May 2020: 1.80 — 13th highest (tied)
- > Foreclosure rate May 2021: 0.40% — 5th highest (tied)
- > Median home value: \$209,100 — 25th highest

12. Georgia

- > Serious delinquency rate May 2021: 3.90% — 11th highest (tied)
- > Serious delinquency rate May 2020: 1.80 — 13th highest (tied)
- > Foreclosure rate May 2021: 0.10% — 21st lowest (tied)
- > Median home value: \$202,500 — 24th lowest

11. Oklahoma

- > Serious delinquency rate May 2021: 3.90%
- > Serious delinquency rate May 2020: 1.90 — 7th highest (tied)
- > Foreclosure rate May 2021: 0.40% — 5th highest (tied)
- > Median home value: \$147,000 — 4th lowest

10. Texas

- > Serious delinquency rate May 2021: 4.00%
- > Serious delinquency rate May 2020: 1.60 — 18th highest (tied)
- > Foreclosure rate May 2021: 0.20% — 21st highest (tied)
- > Median home value: \$200,400 — 22nd lowest

9. Connecticut

- > Serious delinquency rate May 2021: 4.10%
- > Serious delinquency rate May 2020: 2.10 — 6th highest
- > Foreclosure rate May 2021: 0.50% — 4th highest
- > Median home value: \$280,700 — 16th highest

8. Florida

- > Serious delinquency rate May 2021: 4.10%
- > Serious delinquency rate May 2020: 1.90 — 7th highest (tied)
- > Foreclosure rate May 2021: 0.40% — 5th highest (tied)
- > Median home value: \$245,100 — 22nd highest

7. Maryland

- > Serious delinquency rate May 2021: 4.40%
- > Serious delinquency rate May 2020: 2.20 — 5th highest
- > Foreclosure rate May 2021: 0.30% — 12th highest (tied)
- > Median home value: \$332,500 — 9th highest

6. Nevada

- > Serious delinquency rate May 2021: 4.40%
- > Serious delinquency rate May 2020: 1.50 — 23rd highest (tied)
- > Foreclosure rate May 2021: 0.30% — 12th highest (tied)
- > Median home value: \$317,800 — 11th highest

5. New Jersey

- > Serious delinquency rate May 2021: 4.50%
- > Serious delinquency rate May 2020: 2.30 — 4th highest
- > Foreclosure rate May 2021: 0.40% — 5th highest (tied)
- > Median home value: \$348,800 — 7th highest

4. Hawaii

- > Serious delinquency rate May 2021: 4.60%
- > Serious delinquency rate May 2020: 1.60 — 18th highest (tied)
- > Foreclosure rate May 2021: 0.80% — 2nd highest
- > Median home value: \$669,200 — the highest

3. Mississippi

- > Serious delinquency rate May 2021: 4.70%
- > Serious delinquency rate May 2020: 2.70 — 3rd highest
- > Foreclosure rate May 2021: 0.30% — 12th highest (tied)
- > Median home value: \$128,200 — 2nd lowest

2. Louisiana

- > Serious delinquency rate May 2021: 5.30%
- > Serious delinquency rate May 2020: 2.80 — 2nd highest
- > Foreclosure rate May 2021: 0.40% — 5th highest (tied)
- > Median home value: \$172,100 — 13th lowest

1. New York

- > Serious delinquency rate May 2021: 5.30%
- > Serious delinquency rate May 2020: 2.90 — the highest
- > Foreclosure rate May 2021: 1.10% — the highest
- > Median home value: \$338,700 — 8th highest

**SOURCE: 24/7 Wall St., LLC, a Delaware financial news and opinion company.**

# Latest Georgia unemployment figures don't tell whole story

By Ross Williams / Georgia Recorder  
Sep 6, 2021

**ATLANTA** — Georgia's unemployment rate has steadily improved toward pre-pandemic levels — July's unemployment rate was 3.7%, according to the Bureau of Labor Statistics, within shouting distance of March 2020's rate of 3.6%. Nationwide, the unemployment rate is 5.2%.

"We felt a lot of pain during the pandemic, there's no disputing that," Kennesaw State University economics professor Roger Tutterow said. "But we're probably one of the states that held up a little bit better, and bounced back a little bit faster than the national average."

"If you look at non-farm employment, at one time we were down 13%; we're now down about 2%. That means there's a very good chance that Georgia will get back to pre-pandemic employment levels in 2022, and it may take a little bit longer for the nation to get there."

But as COVID-19 hospitalizations continue to mount and unpredictable school closures make life harder for Georgia's working parents this Labor Day, the full story of the state's economic recovery has not yet been told, Laura Wheeler, interim director of the public finance research cluster at Georgia State University's Andrew Young School of Policy Studies, said.

"I think overall, the story is optimistic. We are getting back, but there are other stories to be told," she said. "Let's think about who's not reflected in these numbers. The unemployment rate is going down, and that looks great, but there are people who have dropped out from the labor force. What about them? And I think it continues to be a story about the direction of the virus. Until we get the virus under control, we're battling with one hand tied behind our back."

The recovery has not reached all Georgians equally, said Ray Khalfani, a research associate at the Georgia Budget and Policy Institute. Black Georgians are finding their way back to the workplace more slowly than their white counterparts.

"The share of black Georgians who are unemployed and enrolled in unemployment insurance is higher than it's been in this entire pandemic, and higher than it was even in the Great Recession," Khalfani said. "Sixty-four percent of the share of all Georgians receiving unemployment insurance are African American. So while we may have some pandemic lows when it comes to the unemployment rate, we're at a pandemic high as far as the share of those black people who are receiving jobless payments."

In the first four months of 2021, Georgia's overall unemployment rate was 4.8%, but among black Georgians, that number was 7.2%, according to the Economic Policy Institute.



Other people are struggling as well. The unemployment rate counts only people who are available for a job and have actively sought work in the past four weeks, but not so-called discouraged workers, people who want to work but who have given up on applying for jobs.

Adding in those Georgians as well as people who have taken a part-time job but want to be working full-time gives Georgia a labor underutilization rate of 9.9% during the most recent BLS reporting period, which is lower than the national average of 11.9%.

Last year, 12.5% of Georgians fell into those categories, but in 2019, before the pandemic struck, it was only 6.5%.

Many of those people are working in lower-paying jobs than they were before the pandemic and struggling to make ends meet, said Ryan Richardson, program coordinator for the Atlanta-North Georgia Labor Council.

“For some folks, the pandemic hit them so hard that they’ve got to do whatever they’ve got to do to try to get by, and so they’re trying to get jobs, they’re working two or three jobs at minimum wage in Georgia,” he said.

Others are struggling over the costs of child care, which can be so high that workers in low-paying jobs break even or lose money after a day at work.

That’s always been a dilemma for working parents of young children, Wheeler said, but with COVID-19 spreading in schools and forcing the shut-down of classrooms and schoolhouses, it’s becoming a factor for more families.

“Now that school has started, we can see if that helps bring some of those individuals back into the labor market,” Wheeler said. “But we also have to see how school goes. It’s hard for a parent to take on a full-time job if they don’t have confidence that the child is actually going to stay in school if there are moves to virtual, or needing to quarantine because of outbreaks that are recurring.”

A slate of federal unemployment programs that boosted unemployment benefits was set to expire Monday around the country, but they ended in June for Georgians. Gov. Brian Kemp and Labor Commissioner Mark Butler said cutting the program off early would help encourage workers back to their jobs as employers said they were desperate to fill vacant positions.

“I think we do need to acknowledge that a lot of the stimulus programs that were put in place nationwide did likely encourage some workers to stay out of the labor force, particularly for lower-compensated positions like you might find in hospitality, or maybe in retail sales,” Tutterow said. “There were individuals who did as well or better with the enhanced unemployment benefits as they got working, so it’s not irrational for them to be a little reluctant to come back to the work force. Georgia is among the states truncating the enhanced unemployment benefits a little bit early, but I’m not sure that we’ve seen that in the data yet.”

The food service industry was one of the first to suffer as the first wave of COVID-19 brought gathering bans across the country.



It has also been one of the slowest to recover — though sales are on the rise, three-quarters of restaurant operators told the National Restaurant Association recruitment and retention has been their toughest challenge in a report released Tuesday.

Many former restaurant employees have decided to seek jobs in better-paying fields, Richardson said.

“What people are realizing is that they’re risking themselves for not enough money,” he said. “And so some of the folks that are staying home are walking off the job because they’re risking their lives and they’re not being properly compensated for it. If you want workers to go to work, you’ve got to pay them well, you’ve got to treat them well, you’ve got to take care of them.”

That could end up in the favor of workers in some cases, Wheeler said.

“In industries where there is a shortage of labor, the wage earner, the worker is going to have more market power and will be able to, to extract some higher wages from the market because of that market power,” she said. “And so we’re seeing numerous examples of places offering signing bonuses, retention bonuses, benefits that weren’t offered before, in a need to attract workers.”

A Macon cook named Aaron said he’s seen that first hand.

Aaron, who did not want his last name published out of concern for retaliation at work, had no professional restaurant experience before the pandemic struck.

He started his first cooking job in May and has since moved jobs twice, getting a significant bump in pay both times.

“It certainly wasn’t hard to find a restaurant to start at,” he said. “It was a piece of cake to move to this point. I managed to move upwards in terms of responsibilities or position or wages every time, and it wasn’t a struggle.”

Aaron said he loves to cook at home and is handy in the kitchen, so he had an advantage. The biggest adjustment was dealing with the fast pace of a professional kitchen.

“The money’s nice, it’s not really stressful,” he said. “It does get a bit physically tiring after a bit, but I was able to leverage that to get into a salaried position, so it’s ultimately a positive for me.”

“I think in general, if you want people willing to work harder and do better quality work for you, maybe consider, you know, paying them a bit more for their labor. This is not necessarily an easy job. It can be, if you’re in a decent place and serving good food, but it’s not necessarily easy to do, especially not at a rapid pace, and some of the wages I’ve heard people being offered are pretty ridiculous.”

Khalfani said employers would do well to take that advice.

“People are returning to the leisure and hospitality industry, particularly the places that are competing, raising wages, raising benefits, those who are certainly need to catch up or find ways to possibly be able to raise their wages to be able to compete to get more more workers in, because at the end of all this, people want to have a livable job, want to have a job that has livable pay, safe working conditions, and particularly when it comes to Georgia, we still have a ways to go,” he said.

**ABOUT THE AUTHOR:**

Before joining the *Georgia Recorder*, Ross Williams covered local and state government for the *Marietta Daily Journal*. Williams' reporting took him from City Hall to homeless camps, from the offices of business executives to the living rooms of grieving parents. His work earned recognition from the Georgia Associated Press Media Editors and the Georgia Press Association, including beat reporting, business writing and non-deadline reporting. A native of Cobb County, Williams holds a bachelor's degree in English from Oglethorpe University and a master's in journalism from Northwestern University, in Evanston, Ill.