

**FULTON COUNTY BOARD OF COMMISSIONERS
RECESS MEETING**

May 18, 2022
10:00 AM



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



A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

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

Robert L. Pitts, Chairman (At-Large)
Liz Hausmann, Vice-Chairman (District 1)
Bob Ellis, Commissioner (District 2)
Lee Morris, Commissioner (District 3)
Natalie Hall, Commissioner (District 4)
Marvin S. Arrington, Jr., Commissioner (District 5)
Khadijah Abdur-Rahman, Commissioner (District 6)

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

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

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

CONSENT AGENDA**22-0337 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.

22-0338 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Eagle Scout Mari Katherine Gerhardstein Appreciation Day." **(Hausmann)**
May 14, 2022

Proclamation recognizing "Eagle Scout Mika Luna Lang Appreciation Day." **(Hausmann)**
May 14, 2022

Proclamation recognizing "Nick Cannon Foundation Appreciation Day." **(Arrington)**
May 20, 2022

Proclamation recognizing "Gordon Certain Appreciation Day." **(Morris)**
May 21, 2022

Commissioners' District Board Appointments**22-0339 Board of Commissioners**

FULTON COUNTY HOMELESS CONTINUUM OF CARE (CoC)

Term = 2 Years

Term below expired: 12/31/2020
Chenee Joseph **(Pitts/BOC-At-Large)**

Chairman Pitts has nominated Lucy Hall for a District appointment to an unexpired term ending December 31, 2022.

Open & Responsible Government**22-0340 Real Estate and Asset Management**

Request approval of two (2) Sewer Easement Dedications comprising 59,979 square feet to Fulton County, a political subdivision of the State of Georgia from Southpoint Farms LPIV, LLC., for the purpose of constructing the Panattoni Southpoint Farms Project at 0 Campbellton Fairburn Road, Union City, Georgia 30213.

22-0341 Real Estate and Asset Management

Request approval of a change order less than 10% - Department of Real Estate and Asset Management, 20RFP011320K-DB, Construction Management at Risk Services for the Renovation and Refurbishment of the Restrooms and Common Areas in the Fulton County Government and Judicial Center Complexes - Phase I in an amount not to exceed \$473,764.45 with H.J. Russell & Company (Atlanta, GA), to modify the existing scope of work to provide additional restrooms modifications and common areas improvements because of unforeseen existing conditions for the Fulton County Judicial and Government Center Complexes - Phase I Project and to extend the contract term by an additional three (3) month period through and September 30, 2022. Effective upon BOC approval.

22-0342 Finance

Ratification of April 2022 Grants Activity Report.

22-0343 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.

Arts and Libraries**22-0344 Library**

Request approval to award a contract without competition - Fulton County Library System, 21EF133967B, Movie Performance License in an amount not to exceed \$16,166.00 with Swank Motion Pictures, Inc. This action will satisfy federal copyright requirements to allow library facilities to show legal movies from the world's best studios, at anywhere inside of the Library building. Effective upon BOC approval for a 12-month period.

22-0345 Library

Request approval of a Resolution authorizing Fulton County, Georgia to accept donation of a mural by local artist Diana Toma sponsored by the Friends of the Sandy Springs Library; approving the installation agreement with Artist Diana Toma and the Friends of the Sandy Springs Library, Inc.; authorizing the Chairman to execute an agreement with the Local Artist and the Friends Group; and for other purposes. The County Attorney is authorized to approve the Donation and Installation Agreement as to form and make modifications prior to execution.

Health and Human Services**22-0346 Public Works**

Request approval of a change order less than 10% - Public Works, 17RFP031617K-DJ Progressive Design/Build Services for Big Creek Water Reclamation Facility (WRF) Expansion Project Phase 2B in the amount of \$201,545.00 with Archer Western-Brown and Caldwell Joint Venture (Atlanta, GA) to cover the impact of tariffs for material and equipment and to extend the contract term by eleven (11) additional days due to inclement weather so that Final Completion is now 1411 consecutive days from the issuance of the Notice to Proceed or July 5, 2024. Effective upon BOC approval.

22-0347 Senior Services

Request approval to increase spending authority - Department of Senior Services, 17RFP109210A-FB, Comprehensive Nutrition Care in the amount not to exceed \$254,077.30 with Open Hand Atlanta (Atlanta, GA) to provide congregate meals, nutrition education, and nutrition counseling for Fulton County residents aged 60 and above. Effective upon BOC approval. This funding is 100% grant funded.

22-0348 Senior Services

Request approval of a Memorandum of Understanding between the Department of Senior Services and Georgia State University Concerning their Affiliation for Student Training. Effective upon approval through May 31, 2023.

Infrastructure and Economic Development**22-0349 Real Estate and Asset Management**

Request approval of a First Amendment to Lease Agreement between SK ARO, LLC (Lessor) and Fulton County, Georgia (Lessee), to temporarily expand the leased space by 1,256 square feet under a previously executed Lease Agreement for the purpose of displaying art exhibits, at no additional cost to the County (except internet charges); to authorize the Chairman to execute the First Amend to Lease Agreement; to authorize the County Attorney to approve the First Amendment to Lease Agreement as to form and make modifications as necessary prior to execution. Effective May 1, 2022 and ends December 31, 2022, unless terminated sooner as permitted within the Lease Agreement.

22-0350 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 19,494 square feet to Fulton County, a political subdivision of the State of Georgia, from GS South Fulton Owner, LLC, for the purpose of constructing the South Fulton Multifamily Project at 5617 Oakley Industrial Blvd, South Fulton, Georgia 30213.

22-0351 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 1,469 square feet to Fulton County, a political subdivision of the State of Georgia, from Delores W. Kuneyl, not individually but as Executor of the Estate of Margaret Lou West, for the purpose of constructing the Jonesboro Road Senior Village Project at 3825 Jonesboro Road, South Fulton, Georgia 30213.

22-0352 Real Estate and Asset Management

Request approval of a Resolution approving the conveyance of an Underground Utility Easement Agreement between Fulton County, Georgia and Georgia Power Company for the purpose of completing planned onsite improvements at 3960 Aero Drive; authorizing the Chairman to execute a Underground Utility Easement Agreement and related documents; authorizing the County Attorney to approve the Underground Utility Easement Agreement and related documents as to form and make necessary modifications thereof prior to execution. Effective upon BOC approval.

22-0353 Real Estate and Asset Management

Request approval of a Resolution approving a Consent to Use Agreement between Fulton County, Georgia, and TowerCom V.B. LLC, a Delaware limited liability company, and the City of Chattahoochee Hills related to the installation of a cell tower at Cochran Mill Park; Authorizing the Chairman to execute a Consent to Use agreement to carry out this purpose; authorizing the County Attorney to approve the Consent to Use agreement as to form prior to execution by the Chairman; and for other purposes.

Justice and Safety**22-0354 Juvenile Court**

Request approval to award a contract without competition - Juvenile Court, 22SS013A-CJC, Justice Case Activity Tracking System in the amount not to exceed \$421,000.00, with Canyon Solutions INC, (Phoenix, Arizona) to provide implementation of data collection and reporting updates to the Fulton County Juvenile Court's case management system, JCATS (Justice Case Activity Tracking System) which will further the goal of tracking recidivism rates and other youth outcomes to measure implementation progress and guide implementation improvements. Effective upon BOC approval. 100% grant funded.

22-0355 Juvenile Court

Request approval to extend an existing contract, Juvenile Court - 19RFP100119A-CJC, Specific Evidence-Based Delinquency Prevention Programming with Chris 180 to align the existing term October 1, 2020 through September 30, 2021 to a new contract term of June 1, 2022 through September 30, 2022 for the (2017-CZ-BX-0028) Second Chance grant. Effective upon BOC approval.

RECESS MEETING AGENDA**22-0356 Board of Commissioners**

Adoption of the Recess Meeting Agenda.

22-0357 Clerk to the Commission

Ratification of Minutes.

Recess Meeting Minutes, April 20, 2022

Regular Meeting Post Agenda Minutes, May 4, 2022

22-0358 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "Public Works Week." **(Pitts)**

Proclamation recognizing "Certified Public Managers Appreciation Day." **(Hall)**

Proclamation recognizing "Inman Park Neighborhood Association Appreciation Day." **(Hall)**

Proclamation recognizing "Morris Brown College Appreciation Day." **(Hall)**

Proclamation recognizing "Slush Restaurant Appreciation Day." **(Hall)**

Proclamation recognizing "Rev. Dr. Gerald Durley Appreciation Day." **(Hall)**

PUBLIC HEARINGS**22-0359 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**Metropolitan Atlanta Rapid Transit Authority****22-0360 Board of Commissioners**

MARTA Quarterly Briefing

COUNTY MANAGER'S ITEMS**Open & Responsible Government****22-0361 County Manager**

Presentation of COVID-19 Operational Response Update.

22-0362 Purchasing and Contract Compliance

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

22-0363 Finance

Presentation, review and approval of May 18, 2022 Budget Soundings.

22-0364 Real Estate and Asset Management

Request approval to amend an existing contract - Fulton County Library System, RFP #11RFP78732K-NH, Furniture, Fixtures and Equipment (FF&E) Consulting Services for the Library Capital Improvement Program, Phase II (FCLS-CIP) with Hillsman, Inc. (Alpharetta, GA) in the amount of \$50,075.00 to provide additional interior design, furniture selection, procurement of furniture and furnishings and installation of all procured items for Peachtree Library, MLK Library and East Point Library Expansion. Effective upon BOC approval until projects are completed as determined by the County.

22-0365 Real Estate and Asset Management

Request approval to amend an existing contract - Fulton County Library System, 17RFP09920117K-JAJ, Design/Build Services for Library Capital Improvement Program, Phase II (FCLS-CIP) Group 2 Projects with The Evergreen Corporation d/b/a Evergreen Construction (Atlanta, GA) in the amount of \$548,343.00, to provide additional construction services for Northeast Spruill Oaks Library, Northside Library and Buckhead Library. Effective upon BOC approval until completion as determined by the County.

Health and Human Services**22-0366 Senior Services**

Request approval to amend existing contracts - Department of Community Development, 20RFQ123941A-CJC, Fulton County Rehabilitation Program in a total amount not to exceed \$385,183.00 with: (A) Allusion Design and Construction (Roswell, GA) in the amount of \$192,591.50 and (B) Energy Construction Solutions, Inc. (Stockbridge, GA) in the amount of \$192,591.50 to provide minor home repairs as a part of the Senior Services minor home repair program. Effective upon BOC approval through December 31, 2022.

22-0367 Senior Services

Request approval to increase spending authority - Department of Senior Services, 21RFP000016A-CJC, Alternative Senior Transportation Services, in the total amount of \$519,177.60 (including a County match of \$129,794.40 that is within the Department budget) to provide transportation services/ride sharing through Uber/Lyft for Fulton County residents aged 60 and above. Effective upon BOC approval.

22-0368 Public Works

Request approval of an Intergovernmental Agreement ("IGA") between Fulton County and the City of Milton, Georgia, for water main relocations associated with the intersection improvement of Hopewell Road and Bethany Bend in the City of Milton, in an estimated amount of \$503,585.00. If approved, the IGA is effective upon execution.

COMMISSIONERS' ACTION ITEMS**22-0331 Board of Commissioners**

Request approval of an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article II (County Governing Authority), Division 2 (Rules of Order and Procedure) of the Fulton County Code of Ordinances to modify Code Section 101-66(b)(3) to prioritize Public Comments to Fulton County Residents; and for other purposes. **(Arrington) (HELD ON 5/4/22)**

22-0369 Board of Commissioners

Request approval of a Resolution authorizing a pledge in an amount not to exceed \$100,000.00 to the Fourth Ward Neighborhood Association in support of revitalization efforts for the 54 Columns Public Art Installation Project via a Contract for Services; and for other purposes. **(Pitts/Hall/Arrington)**

22-0370 Board of Commissioners

Request approval of a Resolution authorizing the transfer of Title in Fee Simple of certain real property from Fulton County, Georgia to the City of South Fulton, Georgia; authorizing the Chairman to execute all documents necessary to effectuate such transfers; authorizing the County Attorney to approve all documents as to form and make modifications thereto as necessary prior to execution; and for other purposes. **(Pitts)**

22-0371 Board of Commissioners

Request approval of a Resolution in support of Women's Rights and the Rights of Privacy of all citizens, and for other purposes. **(Abdur-Rahman)**

22-0372 Board of Commissioners

Request approval of a Resolution in observance and support of Asian-American and Native Hawaiian Pacific Islander Heritage Month; and for other purposes. **(Abdur-Rahman)**

22-0373 Board of Commissioners

Request approval of a Resolution in observance of Memorial Day in Fulton County and in honoring the men and women who gave the ultimate sacrifice so that Americans continue to enjoy life, liberty, freedom and all the privileges of American citizenship; and for other purposes. **(Abdur-Rahman)**

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS**22-0374 Board of Commissioners**

Discussion: Invest Atlanta Board of Directors April 21, 2022 Meeting Summary **(Morris)**

22-0375 Board of Commissioners

Discussion: Atlanta BeltLine, Inc. May 11, 2022 CEO Report **(Morris)**

22-0376 Board of Commissioners

Discussion: Whistle-blower protection, procedures and policies in Fulton County
(**Abdur-Rahman**)

22-0377 Board of Commissioners

Discussion: Mental Health Disparities in Fulton County (**Abdur-Rahman**)

22-0378 Board of Commissioners

Discussion: ARPA Funds Distribution per Resolutions and Investment Depository update (**Abdur-Rahman**)

22-0379 Board of Commissioners

Discussion: Status update on execution and implementation of Board Resolution to combat voter suppression in Fulton County (**Abdur-Rahman**)

EXECUTIVE SESSION**22-0380 Board of Commissioners**

Executive (**CLOSED**) Sessions regarding litigation (**County Attorney**), real estate (**County Manager**), and personnel (**Pitts**).

ADJOURNMENT



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0338

Meeting Date: 5/18/2022

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Eagle Scout Mari Katherine Gerhardstein Appreciation Day."
(Hausmann)
May 14, 2022

Proclamation recognizing "Eagle Scout Mika Luna Lang Appreciation Day." **(Hausmann)**
May 14, 2022

Proclamation recognizing "Nick Cannon Foundation Appreciation Day." **(Arrington)**
May 20, 2022

Proclamation recognizing "Gordon Certain Appreciation Day." **(Morris)**
May 21, 2022



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0340

Meeting Date: 5/18/2022

Department

Real Estate and Asset Management

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

Request approval of two (2) Sewer Easement Dedications comprising 59,979 square feet to Fulton County, a political subdivision of the State of Georgia from Southpoint Farms LPV, LLC., for the purpose of constructing the Panattoni Southpoint Farms Project at 0 Campbellton Fairburn Road, Union City, Georgia 30213.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed Panattoni Southpoint Farms Project, an industrial warehouse facility, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system prior to the issuance of a Land

Disturbance Permit. The easement area to be conveyed to the County consists of 59,979 square feet and is located in Land Lots 115, 118 and 119 of the 9F District of Fulton County, Georgia.

Community Impact: The community will benefit from the extension of the County's sewer system and the addition of a new industrial development.

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

History of BOC Agenda Item: None.

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

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

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

Project Name : SOUTHPOINT FARMS
Tax Parcel Identification No.: 09F-3000-0115-047-2
Land Disturbance Permit No.: _____
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**SEWER EASEMENT
(Corporate Form)**

Cross Index to Deed Book 62903,
Page 270, Fulton County, Georgia
Records

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this _____ day of _____, 20 22, between
SOUTHPOINT FARMS LPIV, LLC, a limited liability company
~~corporation~~ duly organized under the
laws of the State of GEORGIA, party of the first part (hereinafter referred to as Grantor) and
FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to **FULTON COUNTY** and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 115, 118, 119, _____
Section (if applicable) of District 9F, Fulton County, Georgia, and more particularly described as follows: To wit:

SOUTHPOINT FARMS

Project Name

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

Grantor reserves the right to use the easement area in any manner that does not interfere with the rights granted, including paving, access and parking, provided that Grantor shall not construct vertical improvements within the easement area. The right of access and occupancy granted herein shall be limited to the areas designated by Grantor for purposes of ingress and egress.

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

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

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

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

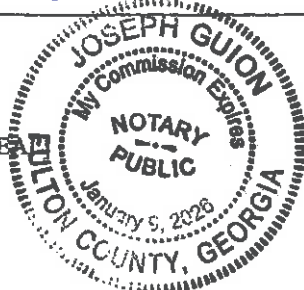
IN WITNESS HEREOF said party of the first part has hereunto affixed his/her hand and seal on the day and year first above written.

Signed, sealed and delivered this 31ST
day of March, 2022
in the presence of:

Andrew Nations
Witness

Joseph Guion
Notary Public

[NOTARIAL SEAL]



GRANTOR: SOUTHPOINT FARMS LP/IV, LLC,
a Georgia limited liability company

By: PDC Atlanta LLC, a Delaware limited
liability company, its Manager

By: [Signature]

Print Name: Dayne Pryor

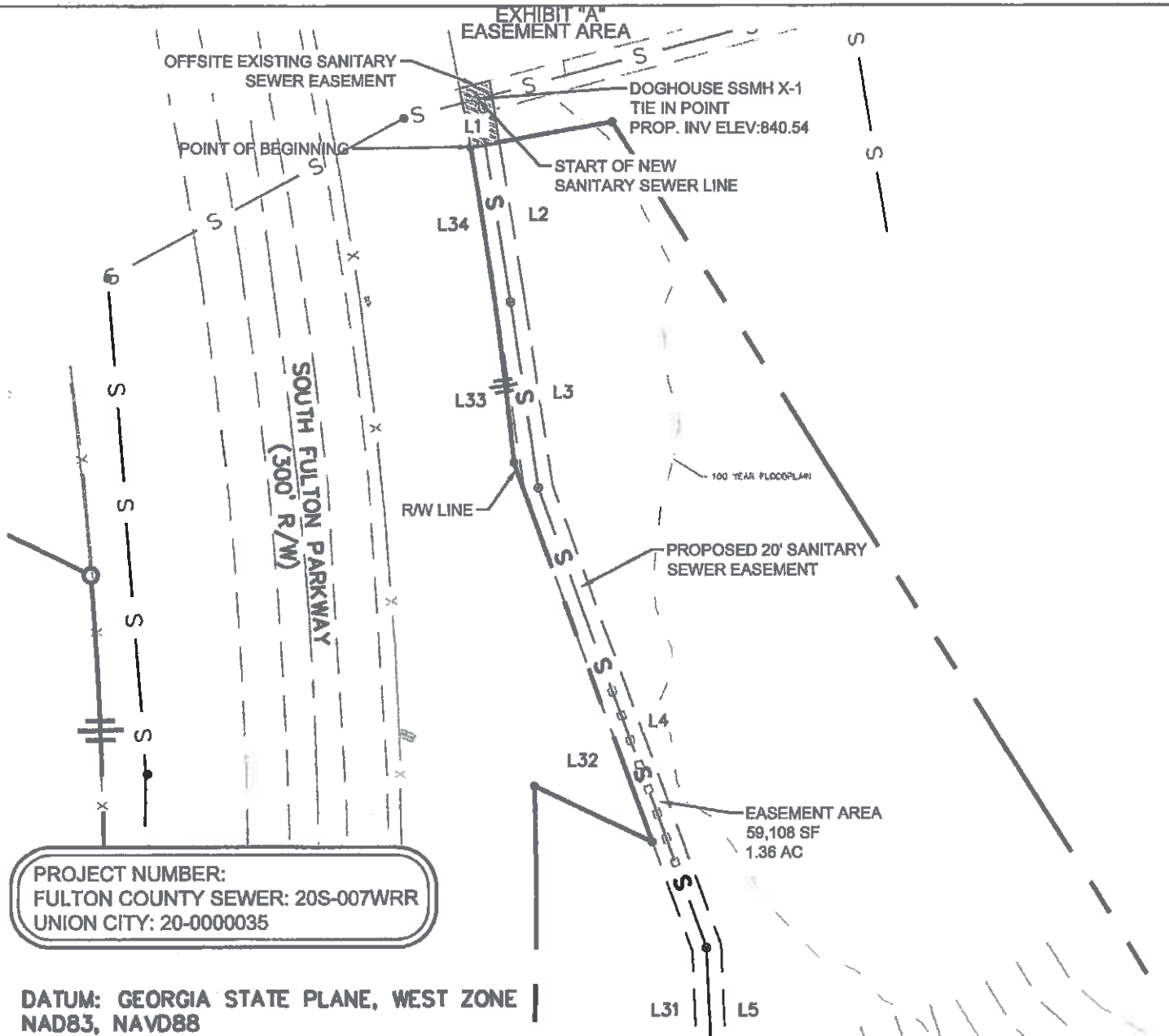
Title: Local Partner

By: _____

Print Name: _____

Title: _____

[CORPORATE SEAL]



BEARING TABLE

LINE NO.	DIRECTION	LENGTH
L1	S 34° 19' 12" E	20.00'
L2	S 56° 26' 48" W	153.96'
L3	S 55° 45' 35" W	128.78'
L4	S 44° 59' 37" W	339.49'
L5	S 62° 37' 24" W	237.13'

LINE NO.	DIRECTION	LENGTH
L31	N 62° 37' 24" E	228.96'
L32	N 44° 59' 37" E	338.40'
L33	N 56° 26' 48" E	130.67'
L34	N 55° 45' 32" E	110.17'



1652 CENTURY PLACE,
STE. 202
ATLANTA, GEORGIA 30346
TEL: 770.452.7849

Project:

SOUTHPOINT FARMS - SOUTHPOINT FARMS LP IV, LLC

Project No.

20-002

Scale:

1" = 100'-0"

Sheet Ref.

EASEMENT

Date:

03-16-2022

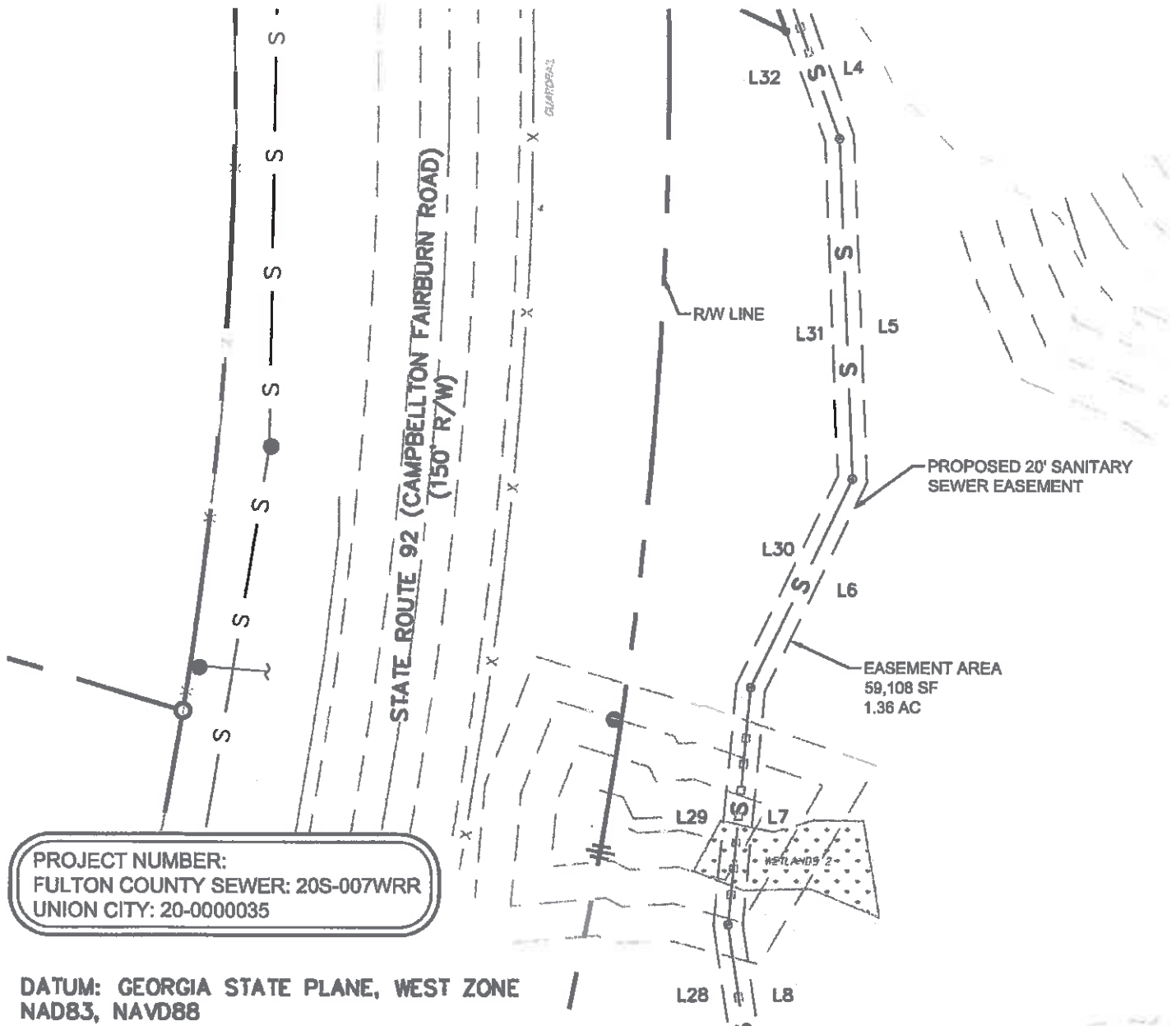


Drawing No.

EX.

1

SANITARY SEWER EASEMENT



BEARING TABLE

LINE NO.	DIRECTION	LENGTH
L4	S 44° 59' 34" W	330.55'
L5	S 62° 37' 24" W	220.62
L6	S 88° 54' 59" E	159.60'
L7	S 70° 24' 00" W	160.36'
L8	S 56° 40' 12" W	139.43'

LINE NO.	DIRECTION	LENGTH
L28	N 56° 40' 12" E	146.27'
L29	N 70° 24' 00" E	166.42'
L30	S 88° 54' 59" E	158.18'
L31	N 62° 37' 24" E	212.45'
L32	N 44° 59' 37" E	329.45'



1882 CENTURY PLACE,
STE. 202
ATLANTA, GEORGIA 30345
TEL: 770.452.7849

Project:

SOUTHPOINT FARMS - SOUTHPOINT FARMS LPV, LLC

Project No.

20-002

Scale:

1" = 100'-0"

Sheet Ref.

EASEMENT

Date:

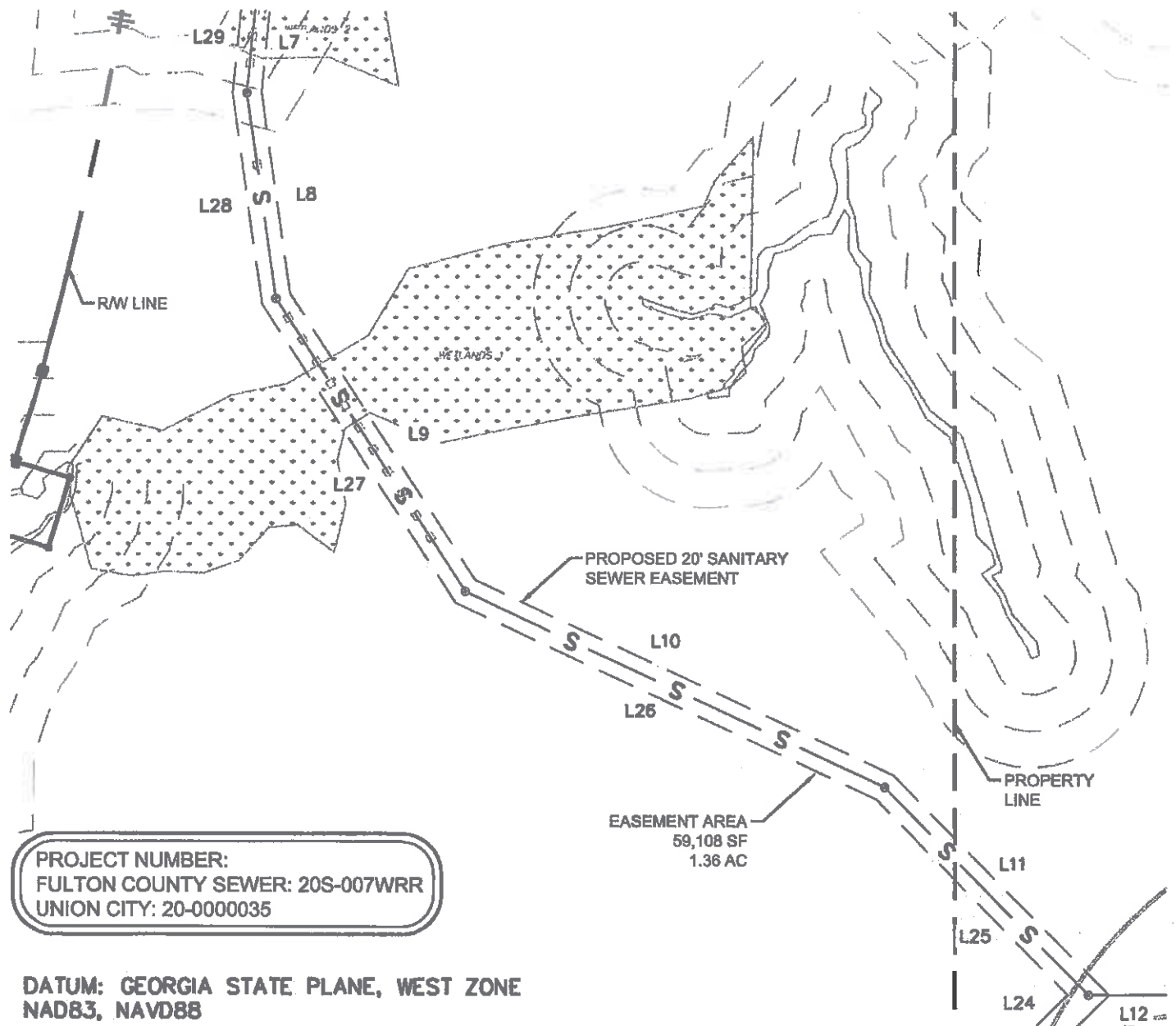
03-16-2022



Drawing No.

**EX.
2**

SANITARY SEWER EASEMENT



BEARING TABLE

LINE NO.	DIRECTION	LENGTH
L7	S 70° 24' 00" W	160.36'
L8	S 56° 40' 12" W	139.43'
L9	S 31° 42' 11" W	234.73'
L10	S 00° 12' 35" E	318.88'
L11	S 20° 24' 35" W	211.88'
L12	N 69° 35' 25" W	20.00'

LINE NO.	DIRECTION	LENGTH
L25	N 20° 24' 35" E	188.24'
L26	N 00° 12' 35" W	320.96'
L27	N 31° 42' 11" E	244.88'
L28	N 56° 40' 12" E	146.27'
L29	N 70° 24' 00" E	166.42'



1652 CENTURY PLACE,
STE. 202
ATLANTA, GEORGIA 30346
TEL: 770.462.7849

Project:

SOUTHPOINT FARMS - SOUTHPOINT FARMS LPV, LLC

Project No.

Scale:

Sheet Ref.

Date:

20-002

1" = 100'-0"

EASEMENT

03-16-2022



Drawing No.

**EX.
3**

SANITARY SEWER EASEMENT

PROPOSED 20' SANITARY
SEWER EASEMENT

EASEMENT AREA
59,108 SF
1.36 AC

PROPERTY
LINE

PROJECT NUMBER:
FULTON COUNTY SEWER: 20S-007WRR
UNION CITY: 20-0000035

DATUM: GEORGIA STATE PLANE, WEST ZONE
NAD83, NAVD88

BEARING TABLE

LINE NO.	DIRECTION	LENGTH
L12	N 69° 35' 25" W	65.66'
L13	S 74° 11' 34" W	193.45'
L14	S 77° 19' 34" W	61.46'
L15	S 64° 51' 59" W	395.24'
L16	S 23° 58' 36" W	257.32'

LINE NO.	DIRECTION	LENGTH
L20	N 23° 58' 36" E	257.77'
L21	N 64° 51' 59" E	404.88'
L22	N 77° 19' 34" E	63.10'
L23	N 74° 11' 34" E	199.44'
L24	S 69° 35' 25" E	72.20'



1852 CENTURY PLACE,
STE. 202
ATLANTA, GEORGIA 30345
TEL: 770.452.7849

Project:

SOUTHPOINT FARMS - SOUTHPOINT FARMS LPIV, LLC

Project No.

Scale:

Sheet Ref.

Date:

20-002

1" = 100'-0"

EASEMENT

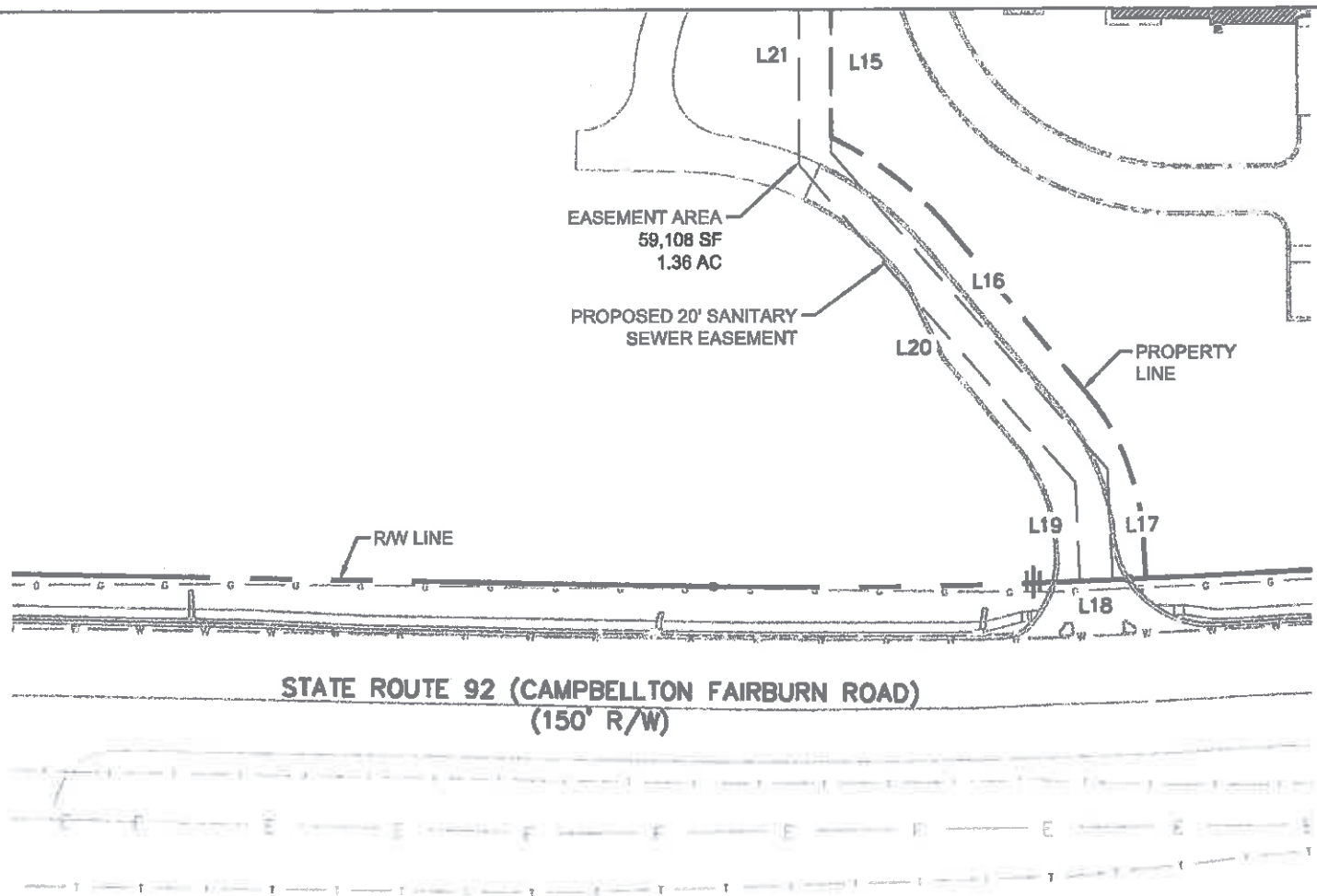
03-16-2022

SANITARY SEWER EASEMENT



Drawing No.

**EX.
4**



PROJECT NUMBER:
FULTON COUNTY SEWER: 20S-007WRR
UNION CITY: 20-0000035

DATUM: GEORGIA STATE PLANE, WEST ZONE
NAD83, NAVD88

BEARING TABLE

LINE NO.	DIRECTION	LENGTH
L15	S 64° 51' 59" W	395.24'
L16	S 23° 58' 36" W	257.32'
L17	S 62° 34' 30" W	67.74'
L18	N 27° 25' 30" W	20.00'

LINE NO.	DIRECTION	LENGTH
L19	N 62° 34' 30" E	60.73'
L20	N 23° 58' 36" E	257.77'
L21	N 64° 51' 59" E	404.88'



1852 CENTURY PLACE,
STE. 202
ATLANTA, GEORGIA 30345
TEL.: 770.452.7849

Project:

SOUTHPOINT FARMS - SOUTHPOINT FARMS LPIV, LLC

Project No.

Scale:

Sheet Ref.

Date:

20-002

1" = 100'-0"

EASEMENT

03-16-2022

SANITARY SEWER EASEMENT



Drawing No.

EX.
5

PROJECT NUMBER:
FULTON COUNTY SEWER: 20S-007WRR
UNION CITY: 20-0000035

DATUM: GEORGIA STATE PLANE, WEST ZONE
NAD83, NAVD88

BEARING SUMMARY TABLE

LINE NO.	DIRECTION	LENGTH
L1	S 34° 19' 12" E	20.00'
L2	S 56° 26' 48" W	153.96'
L3	S 55° 45' 35" W	128.78'
L4	S 44° 59' 37" W	339.49'
L5	S 62° 37' 24" W	237.13'
L6	S 88° 54' 59" E	159.60'
L7	S 70° 24' 00" W	160.36'
L8	S 56° 40' 12" W	139.43'
L9	S 31° 42' 11" W	234.73'
L10	S 00° 12' 35" E	318.88'
L11	S 20° 24' 35" W	211.88'
L12	N 69° 35' 25" W	65.66'
L13	S 74° 11' 34" W	193.45'
L14	S 77° 19' 34" W	61.46'
L15	S 64° 51' 59" W	395.24'
L16	S 23° 58' 36" W	257.32'
L17	S 62° 34' 30" W	67.74'

LINE NO.	DIRECTION	LENGTH
L18	N 27° 25' 30" W	20.00'
L19	N 62° 34' 30" E	60.73'
L20	N 23° 58' 36" E	257.77'
L21	N 64° 51' 59" E	404.88'
L22	N 77° 19' 34" E	63.10'
L23	N 74° 11' 34" E	199.44'
L24	S 69° 35' 25" E	72.20'
L25	N 20° 24' 35" E	188.24'
L26	N 00° 12' 35" W	320.96'
L27	N 31° 42' 11" E	244.88'
L28	N 56° 40' 12" E	146.27'
L29	N 70° 24' 00" E	166.42'
L30	S 88° 54' 59" E	158.18'
L32	N 44° 59' 37" E	338.40'
L33	N 56° 26' 48" E	130.67'
L34	N 55° 45' 32" E	110.17'

TOTAL EASEMENT AREA: 59,108 SF (1.36 ACRES)



1852 CENTURY PLACE,
STE. 202
ATLANTA, GEORGIA 30345
TEL: 770.452.7849

Project:

SOUTHPOINT FARMS - SOUTHPOINT FARMS LPIV, LLC

Project No.

Scale:

Sheet Ref.

Date:

20-002

1" = 100'-0"

EASEMENT

03-16-2022

SANITARY SEWER EASEMENT

Drawing No.

EX.

6

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

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

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

Project Name : SOUTHPOINT FARMS
Tax Parcel Identification No.: 09F-29000-1144-45-2
Land Disturbance Permit No.: _____
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**SEWER EASEMENT
(Corporate Form)**

Cross Index to Deed Book 65424,
Page 668, Fulton County, Georgia
Records

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this _____ day of _____, 20 22, between
SOUTHPOINT FARMS LP IV, LLC, a ~~corporation~~ limited liability company duly organized under the
laws of the State of GEORGIA, party of the first part (hereinafter referred to as Grantor) and
FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to **FULTON COUNTY** and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 119, _____
Section (if applicable) of District 9F, **Fulton County, Georgia**, and more particularly described as follows: To wit:
(the "Easement Area")

SOUTHPOINT FARMS

Project Name

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

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

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

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

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

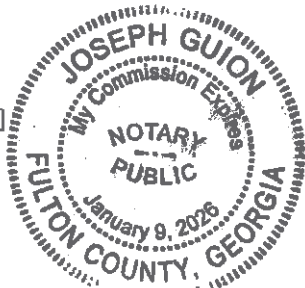
IN WITNESS HEREOF said party of the first part has hereunto affixed his/her hand and seal on the day and year first above written.

Signed, sealed and delivered this 31st
day of March, 20 22
in the presence of:

Andrew Nations
Witness

Joseph Guion
Notary Public

[NOTARIAL SEAL]



GRANTOR: SOUTHPOINT FARMS LP IV, LLC,
a Georgia limited liability company

By: PDC Atlanta LLC, a Delaware limited
liability company, its Manager

By: [Signature]

Print Name: Dayne Pryor

Title: Local Partner

By: _____

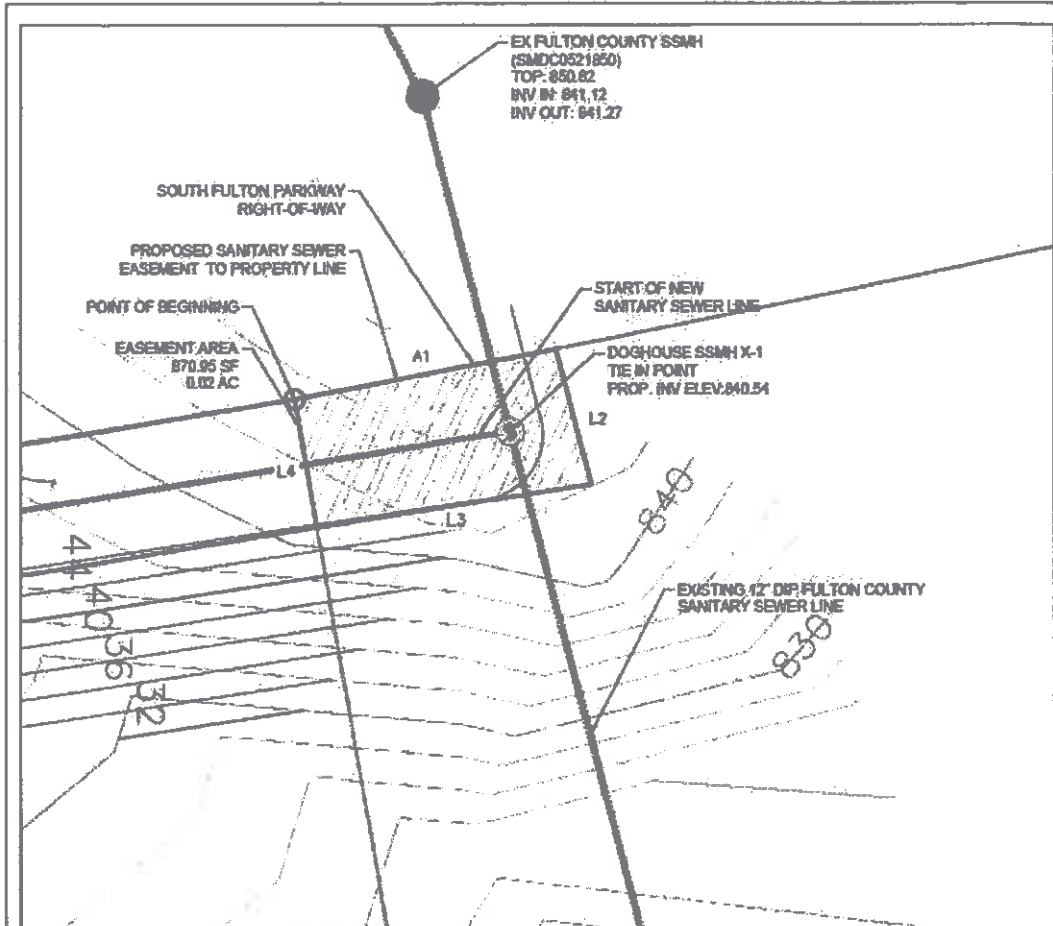
Print Name: _____

Title: _____

[CORPORATE SEAL]

EXHIBIT "A"

EASEMENT AREA



BEARING TABLE

SEGMENT NO.	DIM./DIRECTION	LENGTH
A1	ARC RAD: 3014.79 CHORD: N 54° 11' 34" E	41.25' 41.14'
L2	S 39° 39' 12" E	21.52'
L3	S 56° 09' 27" W	42.93'
L4	N 34° 53' 19" W	20.00'

PROJECT NUMBER:
FULTON COUNTY SEWER: 20S-007WRR
UNION CITY: 20-0000035

DATUM: GEORGIA STATE PLANE, WEST ZONE
NAD83, NAVD88



1000 CENTURY PLACE, SUITE 200
ATLANTA, GEORGIA 30348
TEL: 770-452-7000

Project:

UNION CITY DEVELOPMENT AUTHORITY

Project No.

20-002

Scale:

1" = 20'-0"

Sheet Ref.

EASEMENT

Date:

08-16-2021

SANITARY SEWER EASEMENT



Drawing No.

EX.

1

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 119, District 9F, Union City, Fulton County, Georgia and being more particularly described as follows:

COMMENCING at a concrete monument found at the intersection of the of the southern right-of-way line of South Fulton Parkway (300' R/W) with the eastern right-of-way line of Campbellton-Fairburn Road, State Route 92 (150' R/W); thence along said right-of-way line of South Fulton Parkway the following courses and distances: North 82 degrees 41 minutes 53 seconds East a distance of 466.79 feet to a point; thence North 82 degrees 41 minutes 53 seconds East a distance of 670.05 feet to a concrete monument found thence North 82 degrees 05 minutes 50 seconds East a distance of 192.82 feet to a concrete monument found; thence South 08 degrees 28 minutes 53 seconds East a distance of 38.90 feet to a concrete monument found; thence North 81 degrees 41 minutes 04 seconds East a distance of 50.03 feet to a concrete monument found; thence North 08 degrees 37 minutes 33 seconds West a distance of 39.46 feet to a concrete monument; thence North 81 degrees 36 minutes 12 seconds East a distance of 64.47 feet to a concrete monument found; thence 850.43 feet along an arc of a curve to the left, said curve having a radius of 3,014.79 feet and a chord bearing and distance of North 71 degrees 36 minutes 37 seconds East 847.61 feet to a point; thence South 00 degrees 28 minutes 36 seconds West a distance of 90.50 feet to a point; thence North 44 degrees 59 minutes 37 seconds East a distance of 279.68 feet to a point; thence 220.05 feet along an arc of a curve to the left, said curve having a radius of 3,014.79 feet and a chord bearing and distance of North 57 degrees 12 minutes 09 seconds East 220.00 feet to point on the southwesterly line of property now or formally owned by NR Deed, LLC and the TRUE POINT OF BEGINNING; thence continuing along said right-of-way line of South Fulton Parkway 41.25 feet along an arc of a curve to the left, said curve having a radius of 3,014.79 feet and a chord bearing and distance of North 54 degrees 11 minutes 34 seconds East 41.14 feet to a point; thence leaving said right-of-way line of South Fulton Parkway South 39 degrees 39 minutes 12 seconds East 21.52 feet to a point; thence South 56 degrees 09 minutes 27 seconds West 42.93 feet to a point on the northeasterly line of property now or formerly owned by Southpoint Farms LPIV, LLC, as lessee; thence along said Southpoint Farms LPIV, LLC property line N 34 degrees 53 minutes 19 seconds W 20.00 feet to a point on the southern right-of-way line of South Fulton Parkway, being the TRUE POINT OF BEGINNING.

Said easement area containing 870.95 square feet (0.02 acres).



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0341

Meeting Date: 5/18/2022

Department

Real Estate and Asset Management

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

Request approval of a change order less than 10% - Department of Real Estate and Asset Management, 20RFP011320K-DB, Construction Management at Risk Services for the Renovation and Refurbishment of the Restrooms and Common Areas in the Fulton County Government and Judicial Center Complexes - Phase I in an amount not to exceed \$473,764.45 with H.J. Russell & Company (Atlanta, GA), to modify the existing scope of work to provide additional restrooms modifications and common areas improvements because of unforeseen existing conditions for the Fulton County Judicial and Government Center Complexes - Phase I Project and to extend the contract term by an additional three (3) month period through and September 30, 2022. 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 Request approval of Change Order No. 1 to provide additional restrooms modifications and common areas improvements because of unforeseen existing

conditions for the Fulton County Judicial and Government Center Complexes - Phase I Project.

Scope of Work: The Contractor will perform the additional services to provide restrooms modifications and common areas improvements because of unforeseen existing conditions for the Fulton County Judicial and Government Center Complexes - Phase I Project.

Currently, the ADA Restrooms Modifications and Common Areas Improvements Project is approximately 69% complete and progressing in both the Judicial and Government Center Complexes.

Location	Restrooms Completed	Restroom Under Construction	Restrooms Awaiting Renovation
Justice Center Tower	51	2	0
Slaton Courthouse	0	17	7
Carnes Justice Ctr.	0	0	12
Government Ctr/Public Safety	16	6	6
Total	67	25	25

These unforeseen existing conditions are wide-ranging and affect construction costs and project schedule. Descriptions of these conditions are outlined below:

	Unforeseen Items	Description of Existing Conditions
1	Mold & Mildew	Remediation required because of hazardous conditions exposed during demolition.
2	Metal Studs Deterioration	Replacement of metal studs to ensure structural integrity because of widespread rusted metal to the point of failure
3	Plumbing Issues	Replacement of aging, failing primary plumbing and piping beyond the project scope to avoid extended water service interruptions to County operations: <ul style="list-style-type: none"> • Installed new main shut off valves • Install new and relocate hammer arrestors • Installed new pressure reducing valves • Piping adjustments
4	Setting Bed/ Tile Floor Failure	Replacement of the setting bed in all Restrooms and Common Areas of the Government Center to provide structurally sound and level tile floor.
5	Steel Supports for Toilet Partitions	Replacement and/or extensive modification of structural steel supporting toilet partitions relocated to accommodate ADA guidelines and provide safe installation.

This Change Order is necessary to complete the designated restroom modifications and common areas improvements of these conditions will continue to impact the project budget and schedule coupled with rising construction costs and materials delivery impacts industry wide, this Change Order is merited.

Total Cost Breakdown for Change Order:

	Item Description	Change Order Costs
1	Plumbing Issues	\$225,306.97
2	Electrical Issues	\$23,700.00
3	Setting Bed & Existing Tile Floor	\$19,379.43
4	Miscellaneous Modifications	\$80,838.17
5	Metal Studs Deterioration	\$67,002.05
6	Support Steel for Toilet Partitions	\$30,000.00
7	COVID Driven Changes	\$19,205.00
	Subtotal	\$465,431.16
8	Contingency/Materials Costs Escalation	\$46,543.16
9	Insurance & Bonds	\$23,427.67
10	General Conditions	\$124,500.00
11	Credit: GCT4 Scope/Value Engineer	(\$123,092.00)
12	Credit: MRB Scope/Value Engineer	(\$63,046.00)
	Total Change Order Cost	\$473,764.45

Community Impact: This effort and impact are necessary to restore the designated public accessible restrooms and common areas in the Fulton County Judicial and Government Center Complexes, to a condition which is fully functional and flexible to meet the long-term space and service needs of the community.

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

The BOC approved on September 4, 2020, Item #20-0614, the Guaranteed Maximum Price (GMP) in the amount of \$10,548,216 with H.J. Russell & Company, for Construction Management at Risk Services for the Renovation and Refurbishment of the Restrooms and Common Areas in the Fulton County Government and Judicial Center Complexes - Phase I. Also, the BOC approved on April 1, 2020, Item #20-0260, the recommended proposal to provide the Pre-Construction Services and Construction Phase Services to include Construction Management Phase to complete the Construction Management at Risk Services for the Renovation and Refurbishment of the Restrooms and Common Areas in the Fulton County Government and Judicial Center Complexes

Phase I in the amount of \$1,405,379 with H.J. Russell & Company.

Now, we are recommending approval to move forward with Change Order No. 1 in the total amount of \$473,764.45, that will allow the completion of renovation and refurbishment of the designated public accessible restrooms and common areas in the Fulton County Judicial and Government Center Complexes and making these compliant with 2010 Americans with Disabilities Act (ADA) and applicable building codes. We also request as part of this Change Order No. 1, the contract term to be extended by an additional three (3) months, and work should be completed by September 30, 2022. Monies for this Change Order will be provided by the FCURA Urban Redevelopment Bonds fund.

The Contractor (H.J. Russell & Company) will work in collaboration with the Department of Real Estate and Asset Management, Project Management Team.

Project Implications: This effort and impact are necessary to allow the completion of renovations and refurbishment of the designated public accessible restrooms and common areas in the Fulton County Judicial and Government Center Complexes making the compliant with the 2010 Americans with Disabilities Act (ADA) and applicable building codes.

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

Department Issues/Concerns: If this Change Order is not approved, there may be a potential disruption of the restroom's modifications and common areas improvements because of unforeseen existing conditions for the Fulton County Judicial Center and Government Complexes Project

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0260	4/1/20	\$1,405,379.00
Guaranteed Maximum Price	20-0614	9/2/20	\$10,548,216.00
Change Order No. 1 less than 10%			\$473,764.45
Total Revised Amount			\$12,427,359.45

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

Contract Value: \$473,764.45 or 100.00%

Prime Vendor: H J Russell & Company
Prime Status: African American Male Business Enterprise-Certified
Location: Atlanta, GA
County: Fulton County
Prime Value: \$8,332.82 or 1.76%

Subcontractor: Alpha-Omega Demolition
Subcontractor Status: Non-Minority

Location: Atlanta, GA
County: Fulton County
Contract CO Value: \$8,083.82 or 1.71%

Subcontractor: STG Plumbing
Subcontractor Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Contract CO Value: \$225,306.97 or 47.56%

Subcontractor: Bell Flooring & Concept
Subcontractor Status: Non-Minority
Location: Tucker, GA
County: DeKalb County
Contract CO Value: \$39,588.97 or 8.36%

Subcontractor: Ochoa Construction LLC
Subcontractor Status: Hispanic Male Business Enterprise-Certified
Location: Hapeville, GA
County: Fulton County
Contract CO Value: \$120,396.08 or 25.41%

Subcontractor: Donco, Inc.
Subcontractor Status: Non-Minority
Location: Peachtree City, GA
County: Fayette County
Contract CO Value: \$13,948.15 or 2.94%

Subcontractor: M&DK Contracting Inc.
Subcontractor Status: Hispanic Male Business Enterprise-Certified
Location: Lilburn, GA
County: Gwinnett County
Contract CO Value: \$1,920.50 or 0.41%

Subcontractor: 5 Points Electrical, Inc.
Subcontractor Status: Hispanic Male Business Enterprise-Certified
Location: Norcross, GA
County: Gwinnett County
Contract CO Value: \$35,825.73 or 7.56%

Subcontractor: Komery Mechanical Services
Subcontractor Status: Non-Minority
Location: Stone Mountain, GA
County: Dekalb County
Contract CO Value: \$9,700.58 or 2.05%

Subcontractor: VSC Fire Security
Subcontractor Status: Non-Minority
Location: Norcross, GA
County: Gwinnet County
Contract CO Value: \$5,658.67 or 1.19%

Subcontractor: Crown Me Clean
Subcontractor Status: MBE/ WBE
Location: Stone Mountain, GA
County: DeKalb County
Contract CO Value: \$5,002.16 or 1.06%

Total Construction Value: \$473,764.45 or 100.00%
Total MFBE Value: \$166,475.13 or 35.14%

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

Exhibit 1: Change Order No. 1 to Form of Contract
Exhibit 2: Change Order Proposal
Exhibit 3: Contractor's Performance Report

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,405,379.00
Previous Adjustments: \$10,548,216.00
This Request: \$473,764.45
TOTAL: \$12,427,359.45

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:**

532-520-5200-K010: FCURA, Real Estate and Asset Management, ADA Justice Center-FCURA - \$279,521.03

Funding Line 2:

532-520-5200-K011: FCURA, Real Estate and Asset Management, ADA Govt Center-FCURA - \$194,243.42

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: 9/30/2022
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: 3.00

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2022

Report Period End:
3/31/2022

CHANGE ORDER NO. 1 TO FORM OF CONTRACT

Contractor: **H.J. Russell & Company**

Contract No. **20RFP011320K-DB, Construction Management at Risk Services for the Renovation and Refurbishment of the Restrooms and Common Areas in the Fulton County Government and Judicial Center Complexes – Phase I**

Address: **171 17th Street, Suite 1600**
City, State **Atlanta, Georgia 30363**

Telephone: **(404) 330-1000**

E-mail: mswick@hjrussell.com

Contact: **Michael Swick, Vice President, Operations**

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **H.J. Russell & Company** to provide/perform Construction Management at Risk Services for the Renovation and Refurbishment of the Restrooms and Common Areas in the Fulton County Government Judicial Center Complexes, dated October 20, 2020, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the purpose of this change order is required to make modification to the existing Scope of Work to provide additional restrooms modifications and common area improvements because of unforeseen existing conditions for the Fulton County Judicial and Government Center Complexes, Phase I Project for Fulton County; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on _____, **BOC Item #22-** _____.

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

This Change Order No. 1 to Form of Contract is effective as of the _____, 2022, between the H.J Russell & Company, who agree that all Services specified will be performed in accordance with this Change Order No. 1 of Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** Modify the existing Scope of Work to perform additional restrooms modifications and common areas improvements because of unforeseen existing conditions for the Fulton County Judicial and Government Center Complexes- Phase I Project.

This Project includes the renovation and refurbishment of designated public accessible restrooms and common areas in the Fulton County Judicial and Government Center Complexes making them compliant with the 2010 Americans with Disabilities Act (ADA) and applicable building codes and is fully funded by FCURA Urban Redevelopment Bond proceeds.

This Change Order is necessary to complete the designated restrooms modifications and common areas improvements of these conditions will continue to impact the project budget and schedule coupled with rising construction costs and materials delivery impacts industry wide, this Change Order is merited.

Detailed Breakdown Costs for Change Order No. 1:

	Item Description	Change Order Costs
1	Plumbing Issues	\$225,306.97
2	Electrical Issues	\$23,700.00
3	Setting Bed & Existing Tile Floor	\$19,379.43
4	Miscellaneous Modifications	\$80,838.17
5	Metal Studs Deterioration	\$67,002.05
6	Support Steel for Toilet Partitions	\$30,000.00
7	COVID Driven Changes	\$19,205.00
	Subtotal	\$465,431.16
8	Contingency/Materials Costs Escalation	\$46,543.16
9	Insurance & Bonds	\$23,427.67
10	General Conditions	\$124,500.00
11	Credit: GCT4 Scope/Value Engineer	(\$123,092.00)
12	Credit: MRB Scope/Value Engineer	(\$63,046.00)
	Total Change Order Cost	\$473,764.45

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$473,764.45** (Four Hundred and Seventy-Three Thousand Seven Hundred Sixty-Four Dollars and Forty-Five Cents).
3. **LIABILITY OF COUNTY:** This Change Order 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 CHANGE ORDER NO. 1 TO FORM OF CONTRACT:**
Except as modified by this Change Order 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:

H.J. RUSSELL & COMPANY

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Michael Russell, CEO

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

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

Commission Expires: _____

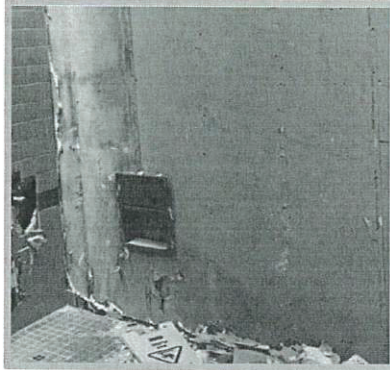
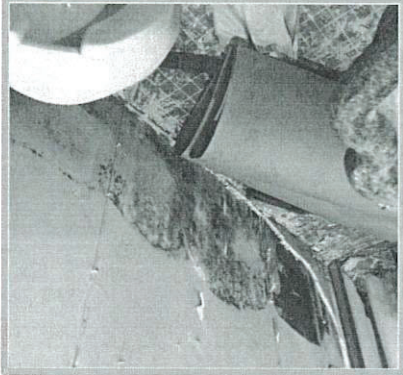
(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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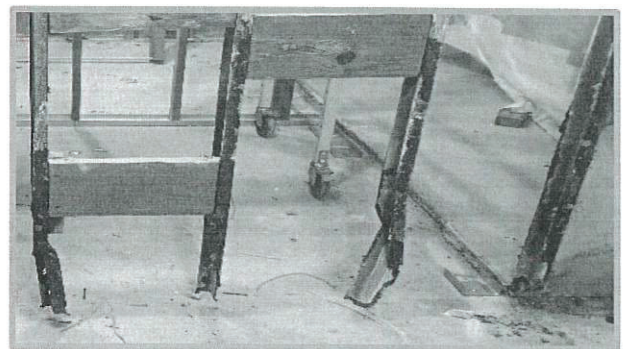
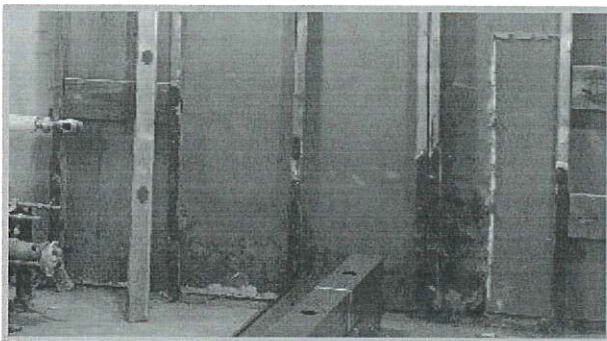
Additional Costs of Unforeseen Existing Conditions					
ADA Restrooms & Common Areas Improvements Project					
March 28, 2022					
Item	Description	Facility			Costs
		Slaton Courthouse	Carnes Building	PSB	
Plumbing Issues	Install New Main Shut Off Valves • Install New Hammer Arrestors • Install New Pressure Reducing Valves • Unforeseen piping adjustments required to install new lavatories & urinals	\$118,977.02	\$ 56,329.95	\$ 50,000.00	\$ 225,306.97
Electrical Issues	Fixture and sensor changes required in response to unforeseen existing conditions	\$ 15,200.00	\$ 6,100.00	\$ 2,400.00	\$ 23,700.00
Setting Bed Below Existing Tile Floor	Exposed under the existing floor tile in restrooms and common areas, required to provide setting bed below new floor tile	\$ -	\$ -	\$ 19,379.43	\$ 19,379.43
Miscellaneous Modifications	Install New Volume & Fire Dampers not known during design • New soffits installed in response to existing conditions and soffit repairs in common areas needed due to existing water leaks • Additional Toilet Partition Pilasters mounted to the floor to stabilize ceiling mounted partitions due to congestion in ceiling • Additional Wood Furring Strips in Elevator Lobby due to insufficient support behind fabric walls	\$ 47,984.91	\$ 17,853.26	\$ 15,000.00	\$ 80,838.17
Metal Studs Deterioration	Install New Metal Studs due to widespread deteriorating metal to the point of failure	\$ 32,000.00	\$ 30,000.00	\$ 5,002.05	\$ 67,002.05
Support Steel for Toilet Partitions	Install metal supports for toilet partitions due to inadequacy of existing steel	\$ -	\$ 25,000.00	\$ 5,000.00	\$ 30,000.00
COVID driven Changes	Replace specified touch point soap dispensers with touchless	\$ 8,700.00	\$ 6,950.00	\$ 3,555.00	\$ 19,205.00
Subtotal		\$222,861.93	\$142,233.21	\$100,336.48	\$ 465,431.63
Contingency /Materials Costs Escalation		\$ 14,223.32	\$ 22,286.19	\$ 10,033.65	\$ 46,543.16
H J Russell CM Fee					\$ -
Ins & Bond		\$ 7,809.22	\$ 7,809.22	\$ 7,809.22	\$ 23,427.67
General Conditions		\$ 41,500.00	\$ 41,500.00	\$ 41,500.00	\$ 124,500.00
Additional Cost Per Facility		\$294,457.35	\$205,765.75	\$159,679.35	
		Credit: GCT4 Scope		\$ (123,092.00)	
		Credit: MRB Scope		\$ (63,046.00)	
		Total BOC Request		\$ 473,764.45	

Photographs of Unforeseen Conditions:

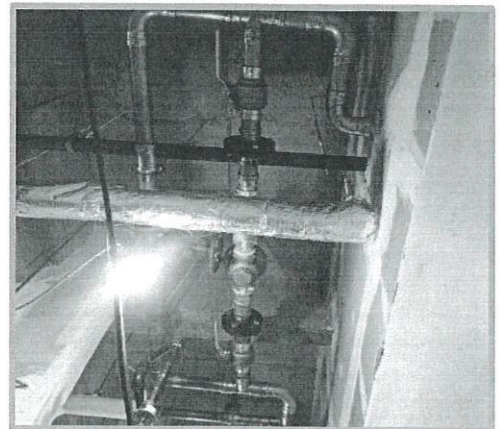
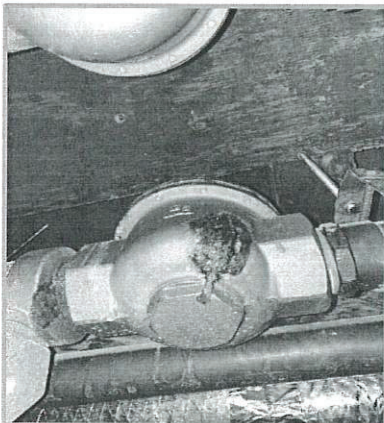
Mold Discovery



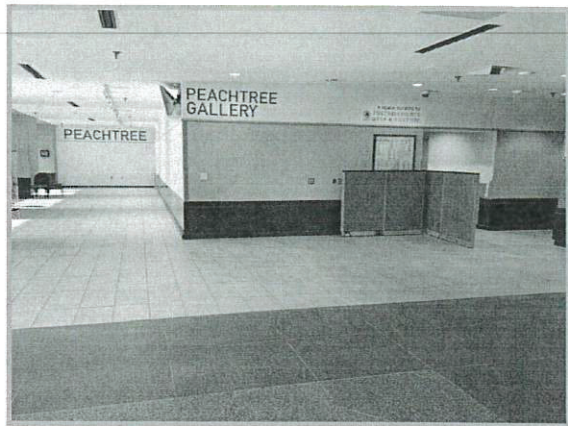
Deteriorated Metal Studs



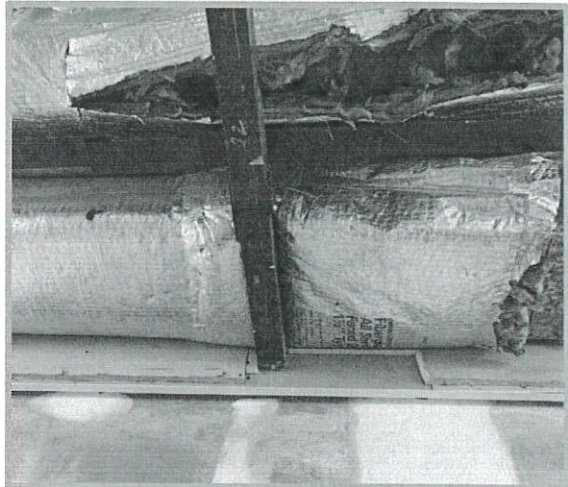
Unforeseen Plumbing Issues



Unforeseen Setting Bed Below Existing Tile Floor



Unforeseen Deteriorating or Insufficient Toilet Partitions Steel





**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

CONSTRUCTION SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/22	3/31/22	7/21/20	10/20/22
Purchaser Order Number		Purchase Order Date	
520 20SC011320K-DB		10/21/20	
Department			

DREAM

Bid Number	Service Commodity
#20RFP011320K-DB	Construction/ADA Restrooms & Common Areas Project
Contractor	

H.J. Russell & Company

Performance Rating

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.

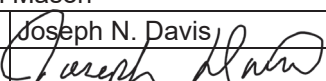
1. Project Development	(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)
------------------------	---

<input type="radio"/>	0	Well developed administrative processes for Pay Applications, Progress Reports, Schedules, etc.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

2. Design	(Were Milestones Met Per Contract – Reliability - Responsiveness to Directions/Change – On Time Completion Per Contract - Liquidated Damages)
-----------	---

<input type="radio"/>	0	Some targeted delivery dates missed because of Covid, labor shortages, and materials delivery issues.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

3. Award - Proposal Development		(Timeless/Due Duties - Reasonable/Cooperative - Flexible/Motivated)
<input type="radio"/>	0	Comments
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
4. Constructions		(Mobilization Timely - Were Milestones Met - Met/Exceeded Specification - Within Budget Performance - Proper Invoicing - Quality of Work Responsive to Owner)
<input type="radio"/>	0	Quality Control has improved over time after initial County concerns.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
5. Contractors Key Personnel		(Credential/Experience Appropriate- Effective Supervision/Management - Available as Needed)
<input type="radio"/>	0	Talented On-site Project Supervisor continues to provide exemplary service.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

Overall Performance Rating	3.00	Date	4/19/22
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Bill Mason		
Department Head Name:	Joseph N. Davis		
Department Head Signature			

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

Submit

Print

Save



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0342

Meeting Date: 5/18/2022

Department

Finance

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

Ratification of April 2022 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 April 2022 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period April 1, 2022 through April 30, 2022. Fulton County departments report the following grants activity:

- Applications Submitted/Pending: 2 (\$615,872.44 + No Cash Match)
- Applications Awarded: 2 (\$166,032.00 + \$24,000 Cash Match)

The following Strategic Priority Areas are Impacted by March 2022 grant applications:

- Justice and Safety
- Arts and Libraries

The Fulton County March 2022 Grants Activity Report (GAR) Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through March 31, 2022. Fulton County departments report the following grants activity:

- Total Applications Submitted/Pending: 22 (\$51,827,230.42 + \$500.00 Cash Match)
- Total Applications Awarded: 9 (\$10,137,870.11 + \$101,099.16 Cash Match)
- Total Grant Applications Denied: 3 (\$22,393,033.00 + No Cash Match)



FULTON COUNTY FY2022 GRANTS ACTIVITY REPORT April 2022

Presented to:
Fulton County Board of Commissioners
Wednesday, May 18, 2022
Recess Meeting

Provided by: Fulton County Finance Department, Grants Administration Division



Exhibit 1: Board Grants Ratification Summary

Grants Submitted and/or Awarded April 1, 2022 Through April 30, 2022

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 FY2022 April 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 April 1, 2022 Through April 30, 2022 Requiring BOC Ratification						
Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status
JUSTICE AND SAFETY						
Solicitor General	University of Georgia	Summer Internship Program	Request approval to accept a grant from the University of Georgia in the amount \$24,000. The grant will be used to engage interns in projects related to law, government and public policy beginning July 1, 2022 until September 30, 2022. Ten (10) students will be selected to participate in The Fulton County Restorative Justice Summer Internship Program, hosted by Solicitor-General Gammage. Students will earn \$12.00 per hour up to 240 hours for a maximum reimbursement of \$2,880.00 per intern. A required cash match in the amount of \$24,000.00 is available in the department's FY 2022 budget. County Cash Match: \$24,000	\$ 24,000.00	\$ 24,000.00	Awarded
Superior Court	Criminal Justice Coordinating Council	Behavioral Health Court	Request approval to apply and accept a grant from the Georgia Criminal Justice Coordinating Council to support the Superior Court, Behavioral Health Treatment Court. The maximum grant award will be \$394,243.66, of which \$47,309.24 is required in-kind match. Superior Court will fund required salary and benefit expenses not covered by the grant through an additional match. The grant term is 07/01/2022 through 06/30/2023. No County Cash Match.	\$ 346,934.42	\$ -	Pending
Superior Court	Criminal Justice Coordinating Council	Veterans Court	Request approval to apply and accept a grant from the Georgia Criminal Justice Coordinating Council to support the Superior Court, Veterans Court. The maximum grant award will be \$278,338.66, of which \$33,400.64 is required in-kind match. Superior Court will fund required salary and benefit expenses not covered by the grant through an additional match. The grant term is 07/01/2022 through 06/30/2023. No County Cash Match.	\$ 244,938.02	\$ -	Pending
			Subtotal:	\$ 615,872.44	\$ 24,000.00	
HEALTH AND HUMAN SERVICES						
ARTS AND LIBRARIES						
Library	Universal Service Administrative Company (USAC)	Emergency Connectivity Fund	Request approval to accept a grant from the Universal Service Administrative Company (USAC) in the amount of \$142,032 to provide broadband internet access for all library locations. This grant has an effective date of July 1, 2022 through June 30th, 2023 with three renewal options. No County Cash Match.	\$ 142,032.00	\$ -	Awarded
			Subtotal:	\$ 142,032.00	\$ -	
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT						
OPEN AND RESPONSIBLE GOVERNMENT						
REGIONAL LEADERSHIP						
			TOTAL:	\$ 757,904.44	\$ 24,000.00	



Exhibit 2: All Grants Activity

Cumulative Through April 30, 2022

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 April 30, 2022)

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

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

ALL GRANTS ACTIVITY						
^All Grants	Prior Period Grants	Prior Period Funds	Current Period Grants: 4/1/2022-4/30/2022	Current Period Funds: 4/1/2022-4/30/2022	Cumulative Total Grants	Cumulative Total Funds
Grants Pending^	20	\$ 51,211,357.98	2	\$ 615,872.44	22	\$ 51,827,230.42
Grants Awarded	7	\$ 9,971,838.11	2	\$ 166,032.00	9	\$ 10,137,870.11
Grants Denied**	3	\$ 22,393,033.00	-	\$ -	3	\$ 22,393,033.00
Cash Match Requested-2022	-	\$ 77,599.16	-	\$ 24,000.00	-	\$ 101,599.16
Total:	30	\$ 83,653,828.25	4	\$ 781,904.44	34	\$ 84,459,732.69

ALL GRANTS AWARDED, NEW VS. RENEWAL						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 4/1/2022-4/30/2022	Current Period Funds: 4/1/2022-4/30/2022	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	1	\$ 10,000.00	0	\$ -	1	\$ 10,000.00
Renewal/Repeat Grant Awards	6	\$ 9,961,838.11	2	\$ 166,032.00	8	\$ 10,127,870.11
Total:	7	\$ 9,971,838.11	2	\$ 166,032.00	9	\$ 10,137,870.11

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 4/1/2022-4/30/2022	Current Period Funds: 4/1/2022-4/30/2022	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards	1	\$ 3,600.00	0	\$ -	1	\$ 3,600.00
Formula Grant Awards^^	6	\$ 9,968,238.11	2	\$ 166,032.00	8	\$ 10,134,270.11
Total:	7	\$ 9,971,838.11	2	\$ 166,032.00	9	\$ 10,137,870.11

^Includes 17 grants that were pending at the end of 2021 and carried forward for tracking in 2022.

^^Formula grant awards include noncompetitive grants and allocations.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0343

Meeting Date: 5/18/2022

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 March 31, 2022. 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 03-31-2022 and had a borrowing position from the County's general fund.

Scope of Work: NA

Agenda Item No.: 22-0343

Meeting Date: 5/18/2022

Community Impact: NA

Department Recommendation: NA

Project Implications: NA

Community Issues/Concerns: NA

Department Issues/Concerns: NA

INTEROFFICE MEMORANDUM



TO: Board of Commissioners
THROUGH: Dick Anderson, County Manager
Sharon Whitmore, CFO
FROM: Hakeem Oshikoya, Finance Director
DATE: May 9, 2022
SUBJECT: Intra Fund Borrowings

The General Fund had no Intra Fund Borrowings outstanding with any other County Fund as of March 31, 2022. 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 03/31/2022 and had a borrowing position from the County's General Fund.

03-31-2022 Negative Cash Positions

Fulton County Board of Health Contractual Services #310*	(31,273.43)
Atl/Fulton Water Resource Comm #431*	(1,362,409.06)
FEMA #447	(17,690,635.68)
FCBOH-Grants #861*	(140,919.69)
Total intra-fund borrowings from General Fund & other funds	(19,225,237.86)

*These funds are pending routine reimbursements

Hakeem Oshikoya
Finance Director



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0344

Meeting Date: 5/18/2022

Department

Library

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

Request approval to award a contract without competition - Fulton County Library System, 21EF133967B, Movie Performance License in an amount not to exceed \$16,166.00 with Swank Motion Pictures, Inc. This action will satisfy federal copyright requirements to allow library facilities to show legal movies from the world's best studios, at anywhere inside of the Library building. Effective upon BOC approval for a 12-month period.

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

In accordance with Purchasing Code Section 102-384, after conducting a good faith review, and the Purchasing Department has determined there is only one source available for the required supply, service, or construction item, the request shall be forwarded to the Board of Commissioners for approval.

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

Arts and Libraries

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background Fulton County is seeking to purchase Public Performance Licensing to be used throughout the Fulton County Library System. Swank Motion Pictures, Inc. is a sole source supplier of Public Performance Licensing products.

Scope of Work: This action allows the library to show new releases and throwback favorites to Fulton County citizens. The product listing includes the following licenses: Walt Disney Pictures,

Touchstone Pictures, Hollywood Pictures, Columbia Pictures, Tri-Star Pictures, Paramount Pictures, Metro-Goldwyn-Mayer, United Artist, Miramax Films, Warner Bros. NBC Universal, Sony Pictures, Lionsgate, Summit Entertainment, Ne Line Cinema, Focus Features, Warner Independent Pictures, Fine Line Features, Paramount Vantage, and Screen Gems licensed for Home Use Only

Community Impact: Fulton County citizens can have access to view movies at the libraries.

Department Recommendation: The Fulton County Library System recommends approval of the extension.

Project Implications: Fulton County is the largest county in Georgia. Not providing this service negatively impacts a wide range of Fulton County citizens in every Fulton area code.

Community Issues/Concerns: There are no Community Issues/Concerns

Department Issues/Concerns: There are no Department Issues/Concerns

Contract Modification: This is a new procurement.

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

Not Applicable

Exhibits Attached

Exhibit 1: Award without Competition Justification Form

Exhibit 2: Quote from Swank

Exhibit 3: Contractor Performance Report

Exhibit 4: Soul Source Letter Vendor

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

Jamar Parker, Financial Systems Manager 404-771-7578

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00

This Request: \$16,166.00
TOTAL: \$16,166.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

100-650-6565-1113: General Fund - Library - Library-Public Service Operations- Books-Library

Key Contract Terms	
Start Date: Upon BOC approval	End Date: 12-month period
Cost Adjustment:	Renewal/Extension Terms: No extension/No Renewals

Overall Contractor Performance Rating: 4.0

Would you select/recommend this vendor again?

Yes

Report Period Start: 1/1/2019
Report Period End: 12/31/2021



JUSTIFICATION AND APPROVAL FOR ALLOWING AWARD OF CONTRACT WITHOUT COMPETITION

SECTION A

Department: *650 Library*

Department Contact: *Janelle Walker Tanner, Financial Services Coordinator, (404) 612-7883*

Description of Supplies/Services:

Provision of public performance licensing. The public performance licensing will satisfy federal copyright requirements to allow library facilities to show legal movies from the world's best studios, at anywhere inside of the Library building. Licensing must include all reputable studios such as: Walt Disney Pictures, Touchstone Pictures, Hollywood Pictures, Columbia Pictures, Tri-Star Pictures, Paramount Pictures, Metro-Goldwyn-Mayer, United Artist, Miramax Films, Warner Bros. NBC Universal, Sony Pictures, Lionsgate, Summit Entertainment, Ne Line Cinema, Focus Features, Warner Independent Pictures, Fine Line Features, Paramount Vantage, and Screen Gems licensed for Home Use Only

Demonstration of Contractor's Unique Qualifications:

When a movie is shown inside a library, a license is required. Our Public Performance Site License makes it possible for libraries nationwide to share exciting new releases and throwback favorites as part of patron events, fundraising initiatives, and countless other engagement activities. Swank Movie Licensing USA is the only company authorized to license this comprehensive list of top Hollywood studios, which include the following: Walt Disney Pictures • Warner Bros. Pictures • Paramount Pictures • Hollywood Pictures • Metro-Goldwyn-Mayer • Sony Pictures • NBC Universal • DreamWorks Animation • Columbia Pictures • TriStar Pictures • Touchstone Pictures • Lionsgate

Swank Movie Licensing USA licenses and distributes content to non-theatrical markets, with close partnerships with the world's best studios. Our Public Performance Licensing lets you show the world's best movies while keeping your events legal. We help you host unlimited showings of any movies from the studios we represent.

SECTION B

MARKET SURVEY

Results of Market Survey: *not applicable*

Date Public Notice posted on website: *Friday, March 18, 2022*

Date Public Notice closed: *Monday, March 28, 2022*

REVIEW OF OFFER(S)

Were any offers received (Y/N): *No*

Number of offers received: *None*

Respondents: *None*

Date Offers submitted to User Department for review: *N/A*

User Department review and recommendation: *Fulton County Library System recommends approval of sole source vendor SWANK MOTION PICTURES, INC. dba. Movie Licensing, USA*

Purchasing Agent review and recommendation: *After review and consideration of all available information related to the requirement and criteria of the sole source advertisement 21EF133967B as titled Movie Performance License, the Department of Purchasing and Contract Compliance recommends proceeding with BOC approval request.*

To Whom it May Concern,

When a movie is shown inside a library, a license is required. Our Public Performance Site License makes it possible for libraries nationwide to share exciting new releases and throwback favorites as part of patron events, fundraising initiatives and countless other engagement activities. Swank Movie Licensing USA is the only company authorized to license this comprehensive list of top Hollywood studios, which include:

- Walt Disney Pictures
- Warner Bros. Pictures
- Paramount Pictures
- Hollywood Pictures
- Metro-Goldwyn-Mayer
- Sony Pictures
- NBC Universal
- DreamWorks Animation
- Columbia Pictures
- TriStar Pictures
- Touchstone Pictures
- Lionsgate
- Summit Entertainment
- New Line Cinema
- Focus Features
- 20th Century Studios
- Searchlight Pictures

Swank Movie Licensing USA is a division of Swank Motion Pictures. For more than 80 years, studios have entrusted Swank to serve as their non-theatrical distributor. For libraries, purchasing a site license from Swank is the only way to legally use all movies from this one group of studios offered in one license. There are no other agents or dealers authorized to represent this license.

If you require additional information, please contact us at **888.267.2658** or visit our website at: swank.com/public-libraries.

Sincerely,

Swank Movie Licensing USA



Tim Swank
Chairman


**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**
CONTRACTORS PERFORMANCE REPORT
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2019	12/31/2019	4/19/2019	12/31/2019
Purchaser Order Number		Purchase Order Date	
PO,19SC118563B-RD		04/19/2019	
Department			
Library			
Bid Number		Service Commodity	
		Movie Licenses	
Contractor			
Swank Motion Pictures, Inc.			
Performance Rating			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
<input type="radio"/>	0	The vendor provided quality service with clarity of the movies.	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input type="radio"/>	3		
<input checked="" type="radio"/>	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
<input type="radio"/>	0	The vendor was very responsive and was timely when it came to the start time of the movies.	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input type="radio"/>	3		
<input checked="" type="radio"/>	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	This vendor has been very responsive to all inquiries. All issues were resolved within a reasonable amount of time.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
<input type="radio"/>	0	Provided provided high quality digital movies for 34 library branches.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	Vendor's personnel provides excellent professional services.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	4.00	Date	03/29/2022
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Jamar Parker		
Department Head Name:	Ga		
Department Head Signature	DocuSigned by: Gayle Holloman 94183FCA11D54AB...		

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

Submit

Print

Save

Order Number: BO 1876948

Order Date:

Bill-To Customer: 0190960-001

Ship-To Customer: 0190960-001

Accounts Payable
Atlanta-Fulton Public Library
1 Margaret Mitchell Sq. NW
7th Floor
Atlanta, GA 30303-1089

Mr. Jamar Parker
Finance Department Manager
Atlanta-Fulton Public Library
One Margaret Mitchell Square
Atlanta, GA 30303

Order:1876948

Terms: DUE UPON RECEIPT

--Line--

#	Typ	Qty	Bill_Date	Product #	Product Description	Unit Price	Total Price
1	BO	1	05/01/22	0053006	PUBLIC PERFORMANCE SITE LICENSE Planned Usage From: 06/01/22 to 07/31/23	16,116.00	16,116.00

Website Login for Promotional Materials: 190960-1

Adams Park Branch
Adamsville-Collier Heights Br.
Alpharetta Branch
Auburn Avenue Research Library
Milton Branch
Buckhead Branch
Central Library
Cleveland Avenue Branch
College Park Branch
Dogwood Branch
Mechanicsville Branch
East Atlanta Branch
East Point Branch
East Roswell Branch
Fairburn Branch
Hapeville Branch
Kirkwood Branch
Martin Luther King Jr. Branch
Palmetto Branch
Metropolitan Branch

Continued On Next Page

Order Number: BO 1876948

Order Date:

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 Finance Department Manager
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 One Margaret Mitchell Square
 Atlanta, GA 30303

Order:1876948

Terms: DUE UPON RECEIPT

--Line--

#	Typ	Qty	Bill_Date	Product #	Product Description	Unit Price	Total Price
					Northeast/Spruill Oaks Branch		
					Northside Branch		
					Northwest Branch		
					Ocee Branch		
					Peachtree Branch		
					Ponce De Leon Branch		
					Roswell Branch		
					Sandy Springs Branch		
					South Fulton Branch		
					Southeast Branch		
					Southwest Branch		
					Washington Park Branch		
					West End Branch		
					Wolf Creek Branch		

Item Subtotal: 16,116.00

BALANCE DUE: \$16,116.00



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0345

Meeting Date: 5/18/2022

Department

Library

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

Request approval of a Resolution authorizing Fulton County, Georgia to accept donation of a mural by local artist Diana Toma sponsored by the Friends of the Sandy Springs Library; approving the installation agreement with Artist Diana Toma and the Friends of the Sandy Springs Library, Inc.; authorizing the Chairman to execute an agreement with the Local Artist and the Friends Group; and for other purposes. The County Attorney is authorized to approve the Donation and Installation Agreement as to form and make modifications prior to execution.

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

Pursuant to Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction and control over directing and controlling all property of the County.

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

Arts and Libraries

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

Scope of Work: The Friends of the Sandy Springs Library, Inc. ("FOSSL") is a non-profit 501(c)(3) organization that provides volunteers and funding for adult, children and young adult programs, activities and events that take place at the Sandy Springs Library. Ms. Diana Toma is a local artist who has provided previous works of art to the Fulton County Library System. FOSSL provide funding to Ms. Toma to paint a mural on a section of wall above the children's section of the Sandy Springs

Library. This mural is expected to be completed prior to the start of Fulton County's Summer Reading Program. The Fulton County Library System has reviewed this request and respectfully requests approval from the Board of Commissioners to approve.

Community Impact: There is no community impact.

Department Recommendation: The department recommends approval of this action.

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.

1 A RESOLUTION AUTHORIZING FULTON COUNTY, GEORGIA TO ACCEPT THE
2 DONATION OF A MURAL BY LOCAL ARTIST DIANA TOMA SPONSORED BY THE
3 FRIENDS OF THE SANDY SPRINGS LIBRARY TO BE PAINTED AT THE SANDY
4 SPRINGS LIBRARY; APPROVING THE INSTALLATION AGREEMENT WITH
5 ARTIST DIANA TOMA AND THE FRIENDS OF SANDY SPRINGS LIBRARY, INC.;
6 AUTHORIZING THE CHAIRMAN TO EXECUTE AN AGREEMENT WITH THE LOCAL
7 ARTIST AND THE FRIENDS GROUP; AUTHORIZING THE COUNTY ATTORNEY TO
8 APPROVE THE AGREEMENT AS TO FORM AND MAKE NECESSARY
9 MODIFICATIONS THEREOF PRIOR TO EXECUTION; AND FOR OTHER
10 PURPOSES.

11
12 **WHEREAS**, the Fulton County Public Library Systems ("FCPL") operates library
13 facilities throughout the incorporated and unincorporated areas of Fulton County,
14 Georgia; and

15 **WHEREAS**, the Friends of the Sandy Springs Library is a non-profit 501(c)(3)
16 organization that provides the volunteers and the funding for adult, children's and young
17 adult programs, activities and events that take place at the Sandy Springs Library; and

18 **WHEREAS**, the Friends of the Sandy Springs Library are individuals, families
19 and businesses who share an appreciation for the resources and services provided by
20 the Sandy Springs Library; and

21 **WHEREAS**, local artist Diana Toma has produced previous works of art
22 displayed at the Sandy Springs Library; and

23 **WHEREAS**, the Friends of the Sandy Springs Library have commissioned and
24 provided funding to Diana Toma to paint a mural in the children's section of the Sandy
25 Springs Library; and

26 **WHEREAS**, the Friends of Sandy Springs Library and artist Diana Toma desire
27 to donate the physical mural to Fulton County to be painted and depicted in the Sandy
28 Springs Library, and granting the County to utilize its images for educational purposes;
29 and

1 **WHEREAS**, the Board of Commissioners being a strong supporter of the arts
2 deems it in the best interest of its citizens to accept the donation of the mural from the
3 Friends of Sandy Springs and artis Diana Toma for placement in the Sandy Springs
4 Library; and

5 **WHEREAS**, pursuant to Fulton County Code § 1-117, the Fulton County Board of
6 Commissioners has exclusive jurisdiction and control over all property and money
7 belonging to the County, which would include the Sandy Springs Library.

8 **NOW THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of
9 Fulton County, Georgia hereby accepts the donation from the Friends of Sandy Springs
10 and artist Diana Toma of a mural to be painted by Artist Diana Toma at the Sandy
11 Springs Library, at no cost to Fulton County and in accordance with all applicable
12 policies, ordinances or Resolutions.

13 **BE IT FURTHER RESOLVED**, that the Board of Commissioners of Fulton
14 County, Georgia hereby approves the Installation Agreement between Fulton County,
15 artis Diana Toma and the Friends of Sandy Springs Library, Inc., attached hereto in
16 substantial form as Attachment 1, and incorporated herein by reference.

17 **BE IT FURTHER RESOLVED**, that the Chairman of Fulton County Board of
18 Commissioners is hereby authorized to execute the Installation Agreement and other
19 necessary documents to effectuate the donation of services relating to the painting and
20 installation of the mural at the Sandy Springs Library.

21 **BE IT FURTHER RESOLVED**, that prior to the execution of any documents, the
22 County Attorney shall approve all documents related to this donation as to form and
23 make any necessary changes thereto to protect the County's interest.

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.

SO PASSED AND ADOPTED, this 18th day of May, 2022.

FULTON COUNTY BOARD OF COMMISSIONERS

Robert L. Pitts, Chairman

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

DONATION AND INSTALLATION AGREEMENT

STATE OF GEORGIA

COUNTY OF FULTON

THIS INSTALLATION AGREEMENT, made and entered into this ____ day of _____, 2022 between FULTON COUNTY, a political subdivision of the State of Georgia, Diana Toma (hereinafter referred to as "Artist") and the Friends of the Sandy Springs Library, Inc. (hereinafter "FOSSL"), with all referred herein as the "Parties."

WHEREAS, FOSSL has commissioned the Artist to create certain artwork for Fulton County, which is depicted in Exhibit B, hereto and incorporated by reference;

WHEREAS, Artist is a recognized artist and has other works of art displayed in Fulton County;

WHEREAS, FOSSL and Artist wish to create a work of art (the "Work") in Artist's own unique style;

WHEREAS, the Fulton County Library System, (hereinafter referred to as "FCLS") has been designated by Fulton County as its representative to work directly with Artist and shall perform certain services as defined herein;

WHEREAS, the Parties acknowledge the commission of the Work by Artist shall be installed in Fulton County, Georgia, at the Sandy Springs Library, (the "Site");

WHEREAS, the parties wish to have the Work governed by the mutual obligations, covenants and conditions herein:

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereinafter set forth, and other valuable considerations, receipt being acknowledged, the parties agree as follows:

I. SCOPE OF SERVICES.

The parties acknowledge that the Work shall be a mural painting at the Sandy Springs Library. The work is more

fully described in the Artist's Proposal (Exhibit B) attached hereto and incorporated herein by reference.

Artist shall execute, fabricate, deliver and install, or supervise installation of, the Work and provide other post-installation services as described above.

II. PURPOSE OF AGREEMENT.

Artist, as sole owner and creator of the Work hereby donates the Work to Fulton County. In consideration of Artist's donation of the Work to Fulton County, Fulton County agrees to publicly display the Work in the Site for a period of at least one year and to credit Artist on a sign posted with the Work; the sign will also credit FOSSL for their support in arranging the donation.

III. FUNDING OF WORK.

FOSSL agrees to be solely responsible for all funds necessary to commission and install the Work at the Site, with Fulton County having no financial obligation for the creation or installation of the Work.

IV. FABRICATION AND INSTALLATION.

A. Artist Provides. Artist shall be responsible for all supplies, materials and equipment as necessary for the Work's creation, fabrication, transportation, erection and installation except as otherwise delineated herein. Artist shall determine the Work's artistic expression, scope, design, color, size, materials and texture, all of which shall be subject to review and acceptance by Fulton County as set forth in this Agreement.

1. Review and Conformity of the Work.

a. Conformity of the Work. Artist shall complete the creation and fabrication of the Work in conformity with the approved Proposal (Exhibit B).

b. Proposed Changes in the Work. Artist shall present any proposed significant changes in the artistic expression, scope, design, color, size, materials or texture of the Work not permitted by

or not in conformity with the approved Proposal (Exhibit B) to Fulton County in writing for Fulton County's review and approval. A significant change is any change in the artistic expression, scope, design, color, size, material, texture or proposed location on the Site of the Work that affects installation, scheduling, proposed site preparation, maintenance of the Work, or the concept of the Work as represented in the approved Proposal (Exhibit B). Fulton County reserves the right to reject any significant changes in the artistic expression, scope, design, color, size, materials or texture of the Work or proposed location.

2. Fulton County's Acceptance of the Work. The installation of the Work shall be considered complete, and the Work shall be considered accepted by Fulton County, following Artist's installation of the Work, removal of Artist's and/or installer's equipment, site debris, excess materials, etc., and written instructions for appropriate maintenance and preservation of the Work and Fulton County's verification, confirmation and acceptance by written notice to Artist to confirm compliance.

3. The completed work must be installed at the site no later than DATE.

B. Fulton County Provides. Fulton County shall provide the following goods and services:

1. Site Preparation. While Fulton County shall take into consideration the preferences of Artist, Fulton County shall have the right to make final decisions regarding the Site preparation for the Work.

a. Artist will coordinate with Fulton County about attachment.

b. Fulton County will provide or be responsible for any water, electricity, lighting or other necessary utility services.

C. Publicity. Each party gives to the other its permission to use the other Party's name, picture, portrait and

photographs, if any, in all forms of media and in all manner, including, but not limited to, exhibition, display, advertising, trade and editorial uses, subject to the provisions of this Agreement regarding copyright, and without any violation of either party's rights of privacy or any other personal or proprietary rights they may possess solely in connection with the Work commissioned under this Agreement.

- D. The FCLS shall maintain on file a record of this Agreement and of the location and disposition of Work.

V. DURATION OF ACTIVITIES.

Duration. This Agreement shall commence upon complete execution hereof and shall remain in effect until midnight, DATE and conclude upon the satisfactory completion of the terms and conditions set forth herein as mutually agreed by the parties hereto.

VI. REPRESENTATIONS AND WARRANTIES.

- A. Schedule. Artist represents and warrants Artist can meet the schedules established pursuant to this Agreement and Artist is capable of completing this project within the required deadline.
- B. Warranties of Quality and Condition. Artist represents and warrants that the execution and fabrication of the Work will be performed in a workmanlike manner; that the Work, as fabricated and installed, will be free of defects in material and workmanship, including any defect consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Work; and reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance recommendation submitted by the Artist as required hereinabove.
- C. Original Creation. Artist further represents and warrants that:
1. The Work shall be the original creation of Artist and is solely the result of the artistic effort of Artist;
 2. The complete commission will be solely the result of the artistic effort of Artist;

3. Except as otherwise disclosed in writing to Fulton County, the Work is unique and original and does not infringe upon any copyrights;
 4. The Work has not been accepted for sale elsewhere; and
 5. The Work and all copyrights thereto are the sole property of Artist and are free and clear from any liens, claims or licenses from any source whatsoever.
- D. Artist shall not cause or permit any hazardous material to be used or incorporated within the Work without notice and specific written consent of Fulton County.

VII. INDEPENDENT CONTRACTOR

Artist agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Artist. Under no circumstances shall the Artist, its directors, officers, employees, agents, partners, successors, subcontractors or assigns, be deemed employees, agents, partners, successors, subcontractors, assigns, or legal representatives of the County. Artist acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assigns shall have no right of redress pursuant to the personnel rules and regulations of Fulton County.

VIII. COPYRIGHTS, TITLE, PERMITTED USES AND CREDITS.

A. Copyrights.

1. General. Artist specifically retains all rights under the Copyright Act, 17 U.S.C. §101, et. seq., as amended by the Visual Artists Rights Act, 17 U.S.C. §106A, and all other rights in and to the Proposal and completed Work (see Paragraph IV.A.2), commissioned pursuant to this agreement, except ownership and possession, and other such rights that are expressly limited by this Agreement. Upon Fulton County's final acceptance of the completed Work (in accordance with Paragraph IV.A.2), Fulton County shall retain title, but copyright belongs to and remains with Artist.

In view of the intention that the completed Work shall be unique, the Artist shall not make any exact

duplicate reproductions of the completed Work nor shall the Artist grant permission to others to do so except with the written permission of Fulton County.

The Artist shall grant to Fulton County and to FOSSL an irrevocable license to create, limit or control reproductions of the images for educational and other non-commercial uses, the display or exhibition of models or drawings, and, with prior notification to the Artist, the right to use an image or likeness of the completed Work for commercial or fundraising uses.

2. Registration. Artist, in her discretion, is solely responsible for registering the copyright for the Work with the United States Register of Copyrights. The Artist is solely responsible for enforcing the copyright.
 3. Documents. Submission or distribution of documents to meet any official regulatory requirements or for similar purposes in connection with the installation of the Work on the Site shall not be construed as publication in derogation of the copyright in the Work or either party's reserved rights.
 4. Copyright Notice. All copies, reproductions or derivative works shall contain an appropriate copyright notice identifying the copyright owner and the date of the original publication.
 5. Publication. No publication of the Work shall be made by either party prior to the final written acceptance of the Work by Fulton County as delineated in Paragraph IV.A.2. herein, transfer of title is complete, and Fulton County publishes the Work to the public.
- B. Title. Title to the Work shall transfer to Fulton County upon final acceptance of the Work by Fulton County as delineated in Paragraph IV.A.2. herein. Artist shall effect transfer of title by executing and delivering transfer documents, confirmation of transfer or other written instruments as Fulton County may supply and reasonably request.
- C. Permitted Uses. Fulton County grants to Artist the right to:

1. Include photographs, drawings or similar images of the Work in Artist's portfolio of artwork for purposes of demonstrating Artist's work; and
2. Use photographs, drawings or similar images of the Work for educational purposes.

The foregoing permitted uses of the Work shall not include any right to exploit commercially any copies, reproductions, public displays, sales or derivatives of the Work of any kind or in any manner, except two dimensional photographs in Artist's catalog or for biographical purposes.

D. Credit.

1. Credit to Fulton County. Artist shall give credit to Fulton County in any publication or public display of any photographs of the Work. The credit shall also include an appropriate copyright notice identifying the copyright owner and the date of the original publication.
2. Credit to Artist. All copies, reproductions or derivatives of the Work created by Fulton County shall contain a credit to the Artist.

IX. MAINTENANCE, REPAIRS, RESTORATIONS AND ALTERATIONS.

A. Maintenance. Fulton County shall use reasonable efforts to ensure that the Work is properly maintained and reasonably protected, taking into account the instructions of Artist provided in accordance with Paragraph IV.A. herein (Fulton County shall have the right to preserve the Work).

B. Repairs and Restorations.

1. Determination of Need. Fulton County shall have the right to determine, after consultation with a professional conservator, when and if maintenance, repairs and restorations to the Work will be made.
2. Artist's Rights to Repair or Restore. During Artist's lifetime, Fulton County shall make reasonable efforts to consult with the Artist regarding any repair or conservation and to contract with Artist or Artist's

designee in the repair or conservation of the Work.

- a. If Artist or Artist's designee cannot be located to discuss any repair or restoration, Fulton County shall have the right to make the repair or restoration.
 - b. To the extent practical, during Artist's lifetime, Artist, or Artist's designee, shall be given the opportunity to make or to supervise personally any significant repairs and restorations and shall be paid a reasonable fee for any services, provided that Fulton County and Artist shall agree in writing, prior to the commencement of any significant repairs or restorations, upon Artist's fee for services.
 - c. Artist, or Artist's designee, shall be afforded a maximum period of one (1) month to accept or decline the opportunity to provide the services, providing, however, that the state of the Work will not deteriorate during this period.
3. Adherence to Principles of Conservation. All maintenance, repairs and restorations shall take into consideration and be based upon recognized principles of conservation.

C. Alteration and Relocation.

1. Notification of Proposed Site Alterations. Fulton County shall notify Artist of any proposed alteration of the Site that would affect the intended character and appearance of the Work. Fulton County shall take into consideration Artist's concerns in the planning and execution of any alteration and shall make a reasonable effort to maintain the integrity of the Work.
2. Relocation of the Work. Nothing in this Paragraph IX.C. shall preclude any right of Fulton County to:
 - a. Move the Work to a different site;
 - b. Temporarily store the Work; or
 - c. Remove the Work from public display.

- d. In the event that Fulton County moves the Work to a different site, Fulton County agrees to no longer represent the Work as that of Artist upon receipt of written request to that effect from Artist.
 3. Fulton County agrees that it will not intentionally damage, alter, modify or change the Work.
 4. Notwithstanding the above, should disaster, accident or emergency render the continued presence of the Work or building to which it is affixed a hazard, Fulton County shall have the right to remove the Work and/or building as to alleviate the hazardous situation without making prior notification to the Artist or obtaining the Artist's consent.
 5. If the Work becomes a burden to Fulton County, Fulton County has the right to determine if the Work should be destroyed. Artist shall have the right of refusal to purchase the Work from Fulton County, providing it stands alone and is not integrated into a larger architectural or sculptural element and can be removed without expense to Fulton County. If the sale is made to Artist, price paid for Work will be fair market value as agreed to by Fulton County. Artist will have ten (10) days to remove the work unless otherwise arranged.
- D. Records. Fulton County shall maintain a record of this Agreement and of the location and disposition of the Work as set out in Paragraph IV.D.
- E. Addresses and Assigns.
1. Artist's Address. Artist shall notify Fulton County of changes in Artist's address. The failure to do so, if the failure prevents Fulton County from locating Artist, shall be deemed a waiver by Artist of the right to enforce any and all provisions of this Agreement that require the express approval of Artist. However, Fulton County shall make a good faith effort to notify Artist, and should Artist fail to respond within sixty (60) days then Artist will be deemed to have granted approval as well as the waiver of rights as set out above. Notwithstanding this provision,

Fulton County shall make every reasonable effort to locate Artist when matters arise relating to Artist's rights pursuant to this Agreement.

2. Fulton County's Address and Assigns. Fulton County shall notify Artist of changes in ownership of the Work and any associated changes in address as regards this Agreement.

F. Surviving Covenants. To the extent allowable by law, covenants and obligations set forth in this Paragraph IX. shall be binding upon the parties, their heirs, legatees, executors, administrators, assigns, transferees and all their successors in interest, and Fulton County's covenants do attach and run with the Work and shall be binding to and until twenty (20) years after the death of Artist. Fulton County shall give any subsequent owner of the Work notice in writing of the covenants herein, and shall cause each owner to be bound thereby.

G. Additional Rights and Remedies. Nothing contained in this Paragraph IX. shall be construed as a limitation on the other rights and remedies available to the parties under the law which may now or in the future be applicable.

X. ASSIGNMENT TRANSFER, SUBCONTRACTING.

Assignment or Transfer of Interest. No Party shall assign or transfer any interest in this Agreement without the prior written consent of the other Parties.

XI. NO JOINT VENTURE.

Fulton County and the FCLS are not and shall not be deemed to be, for any purpose, partners or joint ventures with Artist.

XII. NOTICES.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

- A. If to Fulton County: Executive Director

Fulton County Library System
1 Margaret Mitchel Square
Atlanta, GA 30303

B. If to Artist: Diana Toma
2729 Meadow Drive
Marietta, Georgia 30062

C. If to FOSSL: Friends of the Sandy Springs
Library, Inc.
395 Mount Vernon Highway
Sandy Springs, GA 30328

XIII. MODIFICATION.

No alteration, amendment, change, supplement or modification of the terms of this Agreement shall be valid unless made in writing and signed by all parties hereto and approved by appropriate action of Fulton County.

XIV. HEIRS AND ASSIGNS.

This Agreement shall be binding upon and shall inure to the benefit of Fulton County, Artist and their respective heirs, personal representatives, successors and permitted assigns. Whenever in this instrument a reference to any party is made, the reference shall be deemed to include a reference to the legal representatives, heirs, successors and assigns of any party hereto.

XV. GOVERNING LAW.

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be construed, interpreted, and governed, controlled and defined by and under the laws of the State of Georgia.

XVI. OTHER.

A. Project Title. Parties agree the project shall be referred to as Sandy Springs Library Mural 2022. The Artist agrees to provide FCLS with the final title of the work prior to the installation of the work.

B. Voluntariness. The parties acknowledge that they are executing this Agreement voluntarily; that they have read

and are familiar with the provisions herein contained before signing and have weighed all the facts and circumstances likely to influence their judgment; that they have sought and obtained independent advice; that they have each been duly advised and appraised of their questions pertaining to this Agreement with questions being fully and satisfactorily answered and they each represent and warrant that they clearly understand and consent to all the provisions herein.

- C. Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the subject matter contained herein and it supersedes all prior and contemporaneous representations, oral or written agreements or understandings between the parties respecting its subject matter.
- D. Riders and Attachments. All Exhibits, attachments, riders and addenda referred to in this Agreement or incorporated in this Agreement are made a part hereof for all intents and purposes by specific reference thereto.
- E. Waiver. No consent or waiver, express or implied, of any one provision of this Agreement shall constitute a waiver of any other provision, nor shall any one waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party against whom the waiver is asserted.
- F. Interpretation. If any provision in this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and shall in no way be impaired.
- G. Remedies. In the event of a breach or threatened breach of the provisions of this Agreement, either party shall be entitled to any specific legal or equitable remedy available unless provisions herein providing for arbitration or mediation shall apply.
- H. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, is subject to arbitration. A party desiring arbitration shall give notice (containing a general description of the controversy) to the other party and designating by name and address an Arbitrator. The other party, if desiring arbitration, shall designate an

Arbitrator within five (5) days from the date of said notice by giving notice including the name and address of the second Arbitrator. The selected Arbitrators shall choose a third Arbitrator from a list of Arbitrators submitted by the American Arbitration Association or agree upon a third arbitrator as they and the parties may decide. Other than this selection of Arbitrators, controversial claims shall be settled in accordance with the rules of the American Arbitration Association. Judgment on the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. The arbitrators may determine the fees incurred by the parties on a case by case basis. Any lawyer serving as an Arbitrator may choose to waive compensation and, at the end of the year, they and their firm will be publicly recognized for their service. Arbitration costs, if any, shall be equally split among the parties.

- I. Cooperation. The parties agree to cooperate with each other in the prosecution of any claim that a third party has infringed or misappropriated any copyright, trade secret or other property right which they may now or hereafter have in the Work. That cooperation shall consist only of voluntary disclosure of information not protected by the attorney-client privilege in the possession of one party which may be of assistance to the other party in prosecuting any said claim of infringement or misappropriation, provided that neither party shall be obligated to take any action which would constitute a breach of any other contract to which they are a party or subject them to any liability in the opinion of their legal counsel.
- J. Headings. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only, shall not effect interpretation of the paragraphs and are not to be used to construe the intent of this Agreement or any part hereof, nor to modify, amplify, or to aid in the interpretation or construction of any of the provisions thereof.
- K. Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders. The singular shall include the plural or vice versa.
- L. Counterparts. This Agreement may be executed in two or more

counterparts each of which shall constitute an original Agreement as against the party who had signed it, but which in the aggregate shall constitute one and the same instrument.

M. Time. Time is of the essence of this Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

FULTON COUNTY, GEORGIA:

By: _____
Robert L. Pitts,
Chairman, Fulton County Commission

ATTEST:

Tonya R. Grier,
Clerk to Commission

ARTIST:

Diana Toma

FRIENDS OF THE SANDY SPRINGS LIBRARY, INC.:

Christine Heller, President

Sworn and subscribed before me this ____ day of _____, 2022.

Notary Public, Fulton County Georgia

My Commission expires: _____

Name (PRINT)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Executive Director
Fulton County Library System

DRAFT

EXHIBIT A
INSURANCE

I. ARTIST INSURANCE

- A. General Preamble. Except as may be hereinafter set forth, the following general requirements apply to Artist as well as to any and all work performed by Artist, and all contractors and subcontractors of any tier who perform work directly or indirectly for Artist. Insurance and bonding requirements are based on information received as of date of execution of this Agreement. Fulton County reserves the right to adjust or waive any or all requirements based on receipt of additional information pertinent to this Agreement.
1. Insurance Required for Duration of Agreement. Any and all insurance and bonds required by this Agreement shall be maintained during the entire Term, including any extensions thereto, and until all work has been completed to the satisfaction of Fulton County. Fulton County shall have the right to inquire into the adequacy of the insurance coverages set forth in this Agreement and to negotiate such adjustments as reasonably appear necessary.
 2. Mandatory 30-Day Notice of Cancellation or Material Change. Fulton County shall without exception, be given not less than thirty (30) days notice prior to cancellation for other than non-payment of premium or for material change of any insurance or bond required by this Agreement. Non-payment of premium shall require ten (10) days notice of cancellation. Confirmation of this mandatory thirty (30) days notice of cancellation shall appear on the ACORD Certificate of Insurance and on any and all bonds and insurance policies required by this Agreement.
 3. Fulton County as Additional Insured. Fulton County shall be covered as Additional Insured, as its interest may appear under any and all insurance and bonds required by this Agreement, and such insurance shall be primary with respect to the Additional Insured. Confirmation of this shall appear on the ACORD Certificate of Insurance, and

on any and all applicable Bonds and Insurance policies. However, this requirement does not apply to Workers Compensation or Professional Liability Insurance.

4. Mandatory Subcontractor Compliance. Artist shall incorporate a copy of these insurance, bond and indemnification requirements in each and every contract with each and every contractor and subcontractor of any tier, and shall require each and every contractor and subcontractor of any tier to comply with all such requirements. Artist agrees that if for any reason a contractor or subcontractor fails to procure and maintain Insurance and Bonds shall be procured and maintained by Artist at Artist's expense.
5. Authorization and Licensing of Agent. Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this Agreement shall warrant when signing the ACORD Certificate of Insurance that specific authorization has been granted by the company for the agent to bind coverage as required and to execute the ACORD Certificate of Insurance as evidence of such coverage. The agent shall also warrant that where a Fulton County's coverage requirements may be broader than the original policies, these requirements have been conveyed to and accepted by the company.

In addition, each and every agent shall warrant when signing the ACORD Certificate of Insurance that the agent is licensed to do business in the State of Georgia and that the company or companies are currently in good standing in the State of Georgia.

- B. Worker's Compensation and Employer's Liability Insurance. In the event that Artist employs any individual who is or may be engaged in work under this Agreement, Artist shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits such insurance to cover each and every such employee:

1. Worker's Compensation: Statutory Amount
2. Employer Liability

- a. Bodily Injury by Accident/Disease:
\$1,000,000.00 each accident
 - b. Bodily Injury by Accident/Disease:
\$1,000,000.00 each employee
 - c. Bodily Injury by Accident/Disease:
\$1,000,000.00 policy limit
- C. General Liability Insurance. Artist shall procure and maintain General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) Bodily Injury and Property Damage combined single limit. The following specific extensions of coverage shall be provided and shall be indicated on the ACORD Certificate of Insurance.
- 1. Comprehensive Form
 - 2. Contractual Insurance (Blanket or specific applicable to this Agreement)
 - 3. Personal Injury
 - 4. Broad Form Property Damage
 - 5. Premises-Operations
 - 6. Products/Completed Operations
4. Automotive Liability Insurance. In the event that Artist employs any commercial vehicle for Artist's transportation to or from the Site, Artist shall procure and maintain Automotive Liability Insurance with not less than one million dollars (\$1,000,000.00) Bodily Injury and Property Damage combined single limit. The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance:
- 1. Comprehensive Form
 - 2. Owned, Hired, Leased and Non-owned vehicles to be covered.

In the event Artist does not own any automobile, non-owned vehicle coverage shall apply and must be endorsed on either Artist's personal automobile policy or the Comprehensive General Liability coverage required under this Agreement.

- E. Property Insurance. Artist shall procure and maintain property insurance on an all risk form covering the Work

and any other interests of Artist in or about the Site, including materials, tools, rental equipment, supplies and any personal property of Artist, located at the Site insuring against the perils of fire, lighting, extended coverage perils, vandalism and malicious mischief, in an amount equal to the full replacement value of the Work and any other interest of Artist in or about the Site.

**EXHIBIT B
ARTIST PROPOSAL**

Attached herein is the final proposal submitted by Artist and approved by FOSSL for the Sandy Springs Library Mural 2022.

EXHIBIT B



**REQUEST FOR PROPOSAL
CHILDREN'S ART WALL MURAL
for the SANDY SPRINGS LIBRARY**

ARTIST APPLICATION

Name: Diana Toma

Mailing Address: 2729 Meadow Drive, Marietta, GA 30062

Telephone: 678-698-5616

Email: diana@artbydianatoma.com

Website: www.ArtByDianaToma.com, current work examples:

<https://artbydianatoma.tumblr.com>

Complete application must include:

- Project proposal description

My focus with this proposal was to create a feeling of well-being, a happy, cheerful mood illustrating a whimsical world. Under the branches of a friendly giant tree (a powerful symbol of growth, nourishment, and transformation) a slender vine with bright colored leaves is unraveling in a winding motion along with imagery, causing a book at its end to open (a vine's meaning represents connection, friendship, strength, and determination) Colorful books are the main characters flying around the vine, depicting you are now a fantastical world of reading. The middle purple book that reveals its cover that reads "Children's Stories". Glowing mushrooms and whimsical plants in bright colors are growing in the foreground of the scene, and colorful butterflies join in (the butterfly has become a metaphor for transformation and hope across cultures) The bottom left rectangular wall structure is painted to look like an orange book, I will paint it so that it resembles a three-dimensional book coming off the wall. The whole image is covered in light speckles to add to the feeling of a bright pleasant day. The background suggests a sun glowing through the canopy of the tree the illustration is built around.

For the other side of the wall, if another mural is needed, I would continue a similar-looking scene that would include animal characters reading, such a squirrel tripping over a book that is trying to open, or a monkey hanging upside down looking at a picture book.

- Color representation of proposed mural

Please see below my rendering on the actual wall.



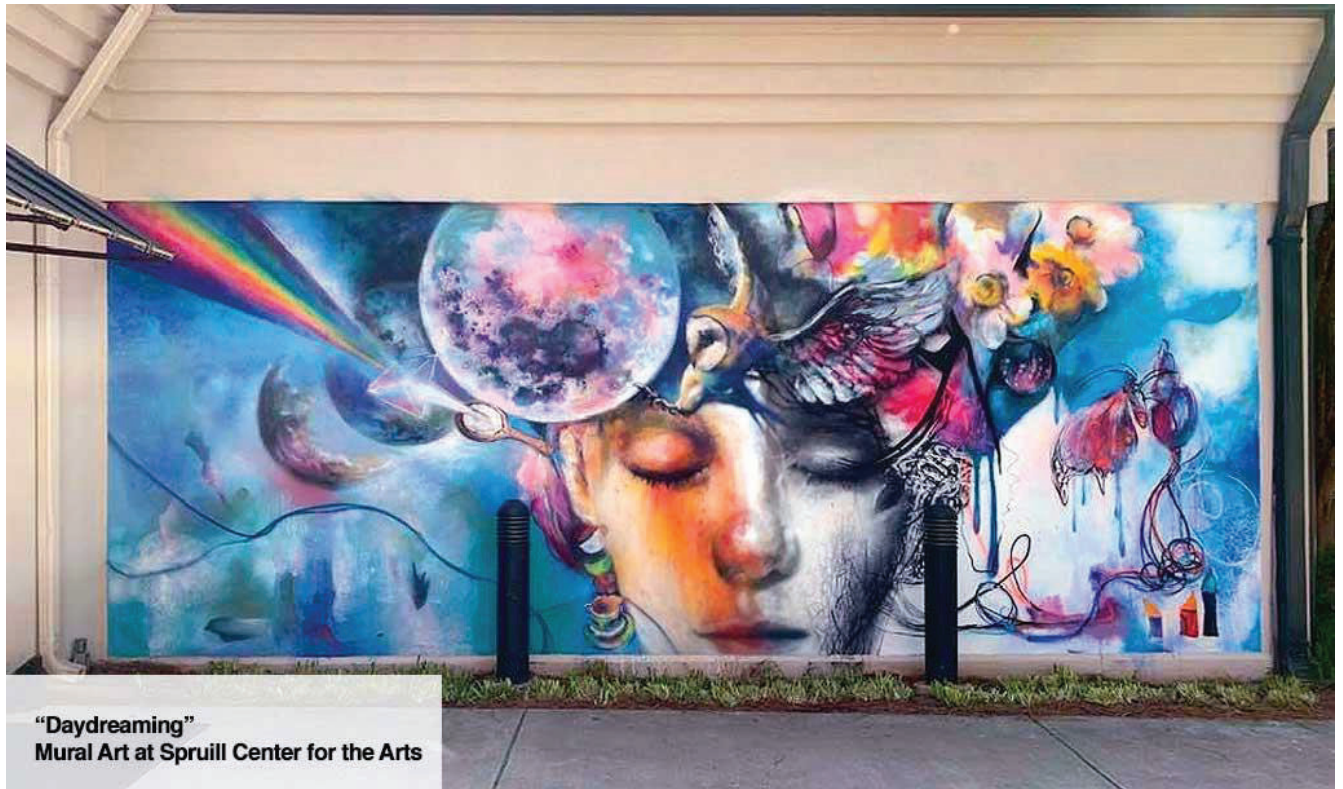
- Materials and equipment to be used
Latex/acrylic paint, brushes, drop cloth, and a 10' Scissor Lift Light Weight
- Total budget, including artist's fees, supplies, materials, and equipment costs

225 sq feet mural (\$30/ sq foot Artist fee that includes all Paint Supplies & Materials) \$6,750
 Equipment rental price for 7 days \$370
 \$7,120 Total

I estimate I will complete the mural within 3 to 4 days.

- Maintenance recommendations
Mural will be sealed and virtually free of maintenance

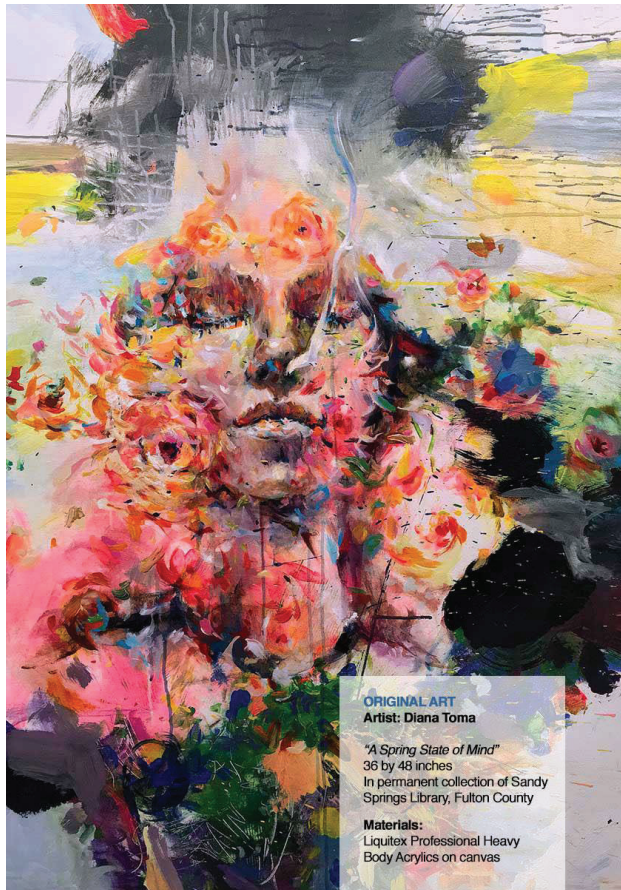
- 2-3 images of applicant's previous work, including description and dimensions
Please see images included below



"Daydreaming"
Mural Art at Spruill Center for the Arts

Artist: Diana Toma

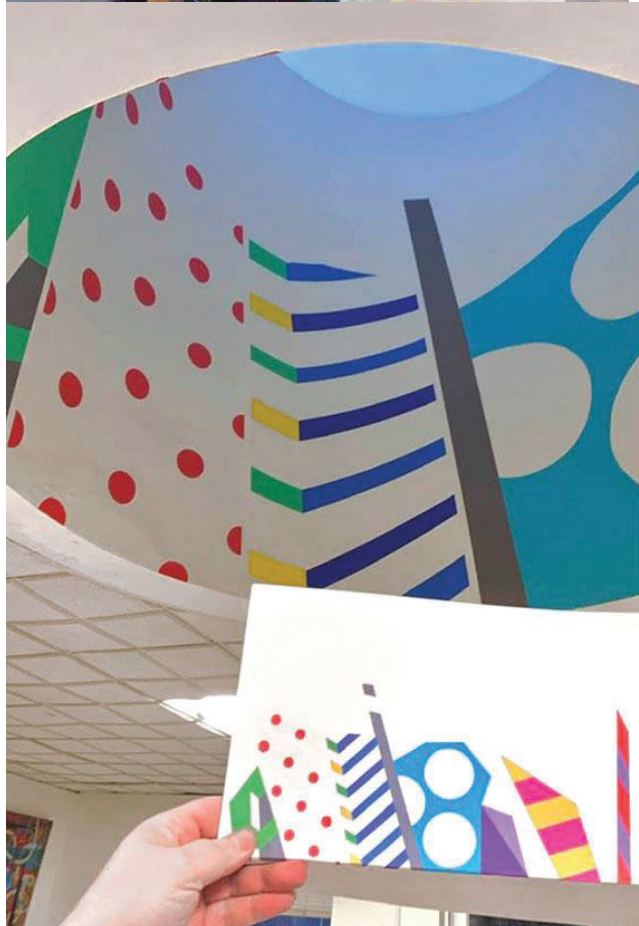




ORIGINAL ART
Artist: Diana Toma
"A Spring State of Mind"
 36 by 48 inches
 In permanent collection of Sandy Springs Library, Fulton County
Materials:
 Liquitex Professional Heavy Body Acrylics on canvas



Artwork in the permanent collection of Sandy Springs Library, Fulton County



Atrium Mural & Installation
Spruill Center for the Arts

Artist: Diana Toma

Materials:
 BEHR® Latex Paint

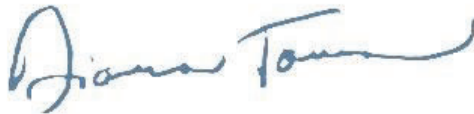


- Proof of liability insurance

I purchase a 7 days of liability insurance per project when client requests. Attached to the email you may find an example of the liability insurance I obtained in the past for painting live at an event.

As the applicant for this commission, I certify that all works submitted are the product of my creation and no other. I certify that all statements made in this application are true to the best of my knowledge. I understand that if my project is accepted, Friends of the Sandy Springs Library, Inc. may make duplicates of my images for purposes of publicity. I agree to provide any information required for tax reporting purposes.

I understand that, as the artist, I will retain ownership of the image and design, but that the physical mural will become the property of the Fulton County Public Library System, Sandy Springs Branch.

A handwritten signature in blue ink, appearing to read "Diana Towner". The signature is fluid and cursive, with the first name "Diana" being more prominent than the last name "Towner".

Signature:

Date: 02/10/2022



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0346

Meeting Date: 5/18/2022

Department

Public Works

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

Request approval of a change order less than 10% - Public Works, 17RFP031617K-DJ Progressive Design/Build Services for Big Creek Water Reclamation Facility (WRF) Expansion Project Phase 2B in the amount of \$201,545.00 with Archer Western-Brown and Caldwell Joint Venture (Atlanta, GA) to cover the impact of tariffs for material and equipment and to extend the contract term by eleven (11) additional days due to inclement weather so that Final Completion is now 1411 consecutive days from the issuance of the Notice to Proceed or July 5, 2024. 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)*

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This request for a change order is to address the impact to cost due to unforeseen tariffs that have been placed on construction materials. The JV team is seeking the ability to utilize the Owner's Contingency to offset the 13% increase to value added taxes (VAT) on various materials to be used within this project. The total amount requested is \$201,545.00 and will be used to offset the tariffs imposed on ductile iron pipe and other accessories. Based on the contract, the

Owner's Contingency can be used to compensate any additional costs due to inclement weather.

Additionally, this request is to extend the existing contract an additional eleven (11) days to complete the project due to inclement weather during the calendar year of 2021. Incurred overhead charges over the duration of the eleven (11) inclement weather days are detailed in attachments to this item.

Community Impact: No community issues/concerns have been noted.

Department Recommendation: The Department of Public Works recommends approval of this item.

Project Implications: The required tasks and associated project schedule to achieve substantial completion of phase 2B of the Big Creek Expansion Project are clearly defined. The 13% increase in VAT has affected negotiated price points for material and equipment related to this upgrade/expansion. This proposed action allows those concerns to be addressed thru utilization of the Owner's Contingency/allowance.

Community Issues/Concerns: No community issues/concerns have been noted

Department Issues/Concerns: No Department Issues/Concerns noted.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0476	7/8/2020	\$274,768,712.00
1st Renewal			\$.00
2 nd Renewal			\$.00
Extension #1	22-	5/18/2022	\$201,545.00
Total Revised Amount			\$274,970,257.00

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

Contract Value: **\$201,545.00**

Prime Vendor: **Archer Western/Brown and Caldwell (JV Partners 90/10)**

Prime Status: **Non-Minority**

Location: Atlanta, GA

County: Fulton County

Prime Value: **\$201,545.00 or 100.00%**

Total Contract Value: **\$201,545.00 or 100.00%**

Total M/FBE Value: **-0-**

Exhibits Attached

Exhibit 1: Extension No.1 to Form of Contract

Exhibit 2: Contractor's Performance Report

Exhibit 3: VAT Material**Contact Information** *(Type Name, Title, Agency and Phone)*

David Clark, Director of Public Works, 404-612-2804

Contract Attached

Yes

Previous Contracts

Choose an item.

Total Contract Value

Original Approved Amount: \$274,768,712.00
Previous Adjustments: \$0.00
This Request: \$201,545.00
TOTAL: 274,970,257.00

Grant Information Summary

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

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

235-540-5400-S157: W&S Construction-2020, Public Works, Big Creek Plant Expansion

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: 7/5/2024
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:
Would you select/recommend this vendor again?
Choose an item.

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

Agenda Item No.: 22-0346

Meeting Date: 5/18/2022

1/1/2022

3/31/2022

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **Archer Western-Brown & Caldwell, JV**

Contract No. **RFP#17RFP031617K-DJ**

Address: **900 Hammond Drive, Suite 400**

City, State **Atlanta, Ga 30328**

Telephone: **623-703-1362**

E-mail: **dpetersen@walshgroup.com**

Contact: **Duane Peterson**
Vice President @ Walsh Group

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Archer Western/Brown & Caldwell JV to provide Progressive Design/Build Services for the Big Creek Reclamation Facility (WRF) dated August 21, 2020, on behalf of the Fulton County Department of Public Works; and

WHEREAS, the County wishes to amend the subject contract, with all terms and conditions unchanged to cover the impact of tariffs for material and equipment and to extend the contract term eleven (11) additional days due to inclement weather to revise the contract term to "Final Completion is 1411 (July 5, 2024) consecutive days from the issuance of the Notice to Proceed"; and

WHEREAS, the County recommends this amendment to the contract for the purpose of completing the activities under the existing scope of work as defined as substantially complete; 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 May 18, 2022, BOC Item #22-_____.

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

This Amendment No. 1 to Form of Contract is effective as of the 18th day of May, 2022, between the County and Archer Western/Brown & Caldwell, JV who agree that all Services specified will be performed by in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK:** To cover the impact of tariffs for material and equipment and to extend the contract term eleven (11) additional days due to inclement weather to revise the contract term to "Final Completion is 1411 (July 5, 2024) consecutive days from the issuance of the Notice to Proceed".
2. **COMPENSATION:** The services herein shall be performed by Contractor for and additional cost of \$201,545.00 (Two Hundred One Thousand Five Hundred Forty Five Dollars and No Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

PROGRESSIVE DESIGN-BUILDER:

**ARCHER WESTERN - BROWN &
CALDWELL, JOINT VENTURE**

Daniel P. Walsh, President
Archer Western Construction, LLC

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

Rod Pope, Vice President
Brown and Caldwell, Inc.

ATTEST:

ATTEST:

Tonya Grier
Clerk to the Commission

(Affix County Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

David Clark, Director
Department of Public Works

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



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

CONSTRUCTION SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
01/01/2022	03/31/2022	8/24/2020	7/10/2024

Purchaser Order Number	Purchase Order Date
540 17RFP031617K-DJ(2B)	8/25/2020

Department

PUBLIC WORKS

Bid Number	Service Commodity
	Big Creek WRF Expansion Phase 2B

Contractor

Archer Western/ Brown & Caldwell JV

Performance Rating

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. Project Development

(Specification Compliance – Technical Excellence –
Reports/Administration – Personnel Qualification)

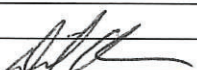
<input type="radio"/>	0	Comments: All design efforts and scheduling have been completed to the highest quality and submitted to Fulton County for review and comments. They have sufficient staff to properly supervise, build, inspect, submit and approve submittal, schedule and order equipment in a timely fashion, and keep the project on schedule and under projected cost.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

2. Design

(Were Milestones Met Per Contract – Reliability
- Responsiveness to Directions/Change
– On Time Completion Per Contract - Liquidated Damages)

<input type="radio"/>	0	Comments: Archer Western and Brown & Caldwell are staying within the scheduled milestones. They are reliable and responsive to our requests and direction. They are presently slightly ahead of schedule on most of the different buildings they are working on.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

3. Award - Proposal Development		(Timeless/Due Duties - Reasonable/Cooperative - Flexible/Motivated)
<input type="radio"/>	0	Comments:Archer Western and Brown and Caldwell are very reasonable, cooperative, flexibly, and motivated to do a good job on this project. They are actively concerned that they stay on schedule to perform the labor and secure the equipment that will ultimately be withing the different buildings. They are slightly ahead of schedule on some of the structural portions of the buildings on this site.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Constructions		(Mobilization Timely - Were Milestones Met - Met/Exceeded Specification - Within Budget Performance - Proper Invoicing - Quality of Work Responsive to Owner)
<input type="radio"/>	0	Comments:The working being performed by the contractor and the design team is of good quality. As the Construction Management team that assists me states they are one of the better companies they have ever worked with and are scoring a 90% or better. They are meeting and exceeding or expectations and have so far met our milestones. We are with projected budget and they are invoicing us in a very understandable format. Any comment
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
5. Contractors Key Personnel		(Credential/Experience Appropriate- Effective Supervision/Management - Available as Needed)
<input type="radio"/>	0	Comments:I have been very impressed with the credentials of the staff and the experience this team has on building this Wastewater Facility. They have a very good level of management necessary to properly direct their workers and the subcontractors they manage. They also seem to be able to work with their suppliers to obtain equipment and materials that meet our specifications and hopefully get delivered on time. Since equipment is just starting
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

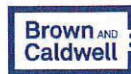
Overall Performance Rating	4.00	Date	4/4/2022
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Walter Rekuc		
Department Head Name:	David Clark		
Department Head Signature			

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

Submit

Print

Save



A JOINT VENTURE

November 18, 2021

AW220098-1565

Fulton County, Department of Public Works
1030 Marietta Hwy
Roswell, GA 30075

ATTENTION: Walter Rekuc

REFERENCE: Big Creek WRF Expansion Phase 2B

SUBJECT: NOTICE (AWBC PCI 072) - Ductile Iron Pipe & Accessories - Tariffs

Mr. Walter Rekuc,

The Archer Western - Brown & Caldwell, Joint Venture (JV) is hereby providing Fulton County with Notice related to the recent economic conditions impacting the Ductile Iron Pipe & Accessory industry in the form of Tariffs. Due to the ongoing political climate between the United States and China, Tariffs have been levied by both countries during the project's construction phase. As a result, our supplier, C&B Piping, has been exposed to a significant cost increases of imported materials.

Therefore, in accordance with General Contract 0700-96 CONTRACTOR AND OWNER CONTINGENCY, C UTILIZATION OF THE OWNER CONTINGENCY, the JV is requesting use of the Owner Contingency Item #1, "Impact of Tariffs on cost or schedule after agreement on the GMP (Lump Sum)". The amount of this request is the sum of a 13% increase due to VAT impacts on applicable ductile iron fittings, bolts/nuts, and mechanical wedge restraints as described within the following documentation provided by C&B. This total additional cost resulting from this notice is \$201,544.66 (Two Hundred One Thousand, Five Hundred Forty-Four Dollars and 66/100) in excess of the current contract value.

Thank you for assistance in this matter; please reach out with any questions you may have. I look forward to your concurrence in the near future.

Sincerely,

Jason Ray

Sr. Project Manager

cc: File
Pavel Mayfield

Attached:
C&B Backup Information



C&B Piping, Inc.
PO Box 942
Leeds, AL 35094

INVOICE

Invoice No.	Date
098080	12/13/2021
Refer to Invoice Number When Remitting	

SOLD TO: ARCHER WESTERN(BIG CREEK 100%)
2839 PACES FERRY RD SE
SUITE 1200
ATLANTA, GA 30339

SHIP TO: ARCHER WESTERN(BIG CREEK 100%)
1030 MARIETTA HWY 200
AUSTIN SMITH 404-493-3482
ROSWELL, GA 30075

Attn:

Attn:

Sales Order	Cust No	Customer PO #	Order Date	Mark Shipment	Terms
0076250-0000	ARC021	220098P03	12/13/2021		2%10 Net30
Sales Rep	Ship Date	Shipped Via	F.O.B. Point	Tracking Number	
STEPHEN GABLES	12/13/2021	BEST WAY	FFA		

Item	Quantity			Part Number/Revision	Description	Unit Price	Amount
	Order	Ship	B/O			\$	\$
001	1	1		*	DIP SCOPE ESCALATION IMPACT FROM 13% VAT REVERSE TARIFF ON CHINESE IMPORTED IRON/STEEL PRODUCTS MK# VAT ESC	162,474.4600	162,474.46
					Fulton .03750		6,092.79
					Georgia .04000		6,498.98
					Tax Subtotal		12,591.77
TOTAL: \$							175,066.23

C B Piping, Inc. is not responsible for shortages unless marked on the Bill of Lading



C&B PIPING, INC.

P.O. Box 942
Leeds, AL 35094
(205) 699-0455
www.cbpping.com



September 7th, 2021

Archer Western Contractors
Attn: David Walker
2839 Paces Ferry Road – Suite 1200
Atlanta, GA 30339

Reference: Big Creek WRF Ph2B
Ductile Iron Cost Import Product Increases – Import China Reverse Tariff

David,

C&B Piping is experiencing dramatic increases in costs of imported products due to a series of very public issues. Supply constraints in imported manufacturing, ocean freight and logistical shortages, and a reverse tariff decision by the country of China are all major contributing factors. These cost increases started in Feb, 2021 and have continued to rise dramatically. The importers are saying that they expect continued issues and further cost increases in the 4th Quarter and into next year.

These increases primarily affect our product line in the groups of DI Fitting Castings, DI threaded Flanges, Mechanical Joint Wedge Restraints and all bolts/nuts/gaskets for buried and exposed joints.

On May 1st, China announced the removal of the 13% VAT rebate on steel exports which is a reverse tariff on the import of iron products mentioned above. We have attached an article of explanation as well as the letters from suppliers.

These products mentioned have increased a total of 65% in cost from the start of the project. This 13% reverse tariff is only a small part of the terrible impact we are experiencing.

We request immediate approval of sales price of 13% to the remaining unshipped DI fittings, Bolt/Nuts, and mechanical Wedge Restraints. The impact on flanged pipe is 6% to the sales price due to the higher cost of the flanges. There is no effect on grooved pipe or buried pipe due to this reverse tariff.

Looking forward to your review and prompt approval. Let me know if you have additional questions.

Sincerely,

Stephen Gables
Vice President
C&B Piping, Inc.

China removes VAT rebate on steel exports, cuts tax on raw material imports to zero

Author [Keith Tan](#) ✉ [Analyst Jing Zhang](#) ✉ [Analyst Yuelin Dai](#) ✉ [Analyst Chelsea Ye](#) ✉
[Analyst Joy Zhuo](#) ✉
Editor [Jonathan Fox](#) ✉
Commodity [Metals](#)

HIGHLIGHTS

Removes rebate on export of 146 steel products from May 1

Cuts import duty on pig iron, crude steel, recycled steel to zero

Ups export duty on high silicon steel, ferrochrome, foundry pig iron

Singapore — China has announced the removal of VAT rebates on exports of 146 steel products from May 1, a move the market had been widely anticipating since February.

The rebate of 13% of the VAT charged on exports of hot rolled coil, wire rod and rebar will no longer apply from May, according to a statement on the finance ministry's website.

Cold rolled steel sheet, hot-dip galvanized sheet and narrow strip were also on the list of products that have had the rebate removed.

In a separate announcement, the ministry also cut the import duty on pig iron, crude steel and recycled steel -- its term for what overseas markets call ferrous scrap -- to zero from May.

The move to discourage steel exports and loosen imports of steelmaking raw materials comes at a time when China's crude steel output in April reached the second-highest level in history, despite production cuts mandated in the steel hubs of Tangshan and Handan in Hebei province, and as prices of seaborne iron ore reached a record high.

"The measures will reduce the cost of importing, expand the import of iron and steel resources and lend downward pressure to domestic crude steel output, guiding the steel industry towards the reduction of overall energy consumption, promoting the transformation and high-quality development of the steel industry," the ministry said.

China's crude steel output over April 11-20 totaled 3.045 million mt/day, an increase of about 4% from early April and 17% higher year on year, according to estimates by China Iron & Steel Association. Spot prices of seaborne 62% Fe iron ore fines reached \$193.85/dmt CFR China on April 27, according to the benchmark IODEX published by S&P Global Platts.

China exported 53.67 million mt of steel products in 2020, of which HRC and wire rod accounted for some of the largest steel types. The rebate for cold rolled coil and hot-dip galvanized coil was not removed, likely because they were deemed higher value-added products, although market participants said they could be reduced in a subsequent announcement.

At the same time, China raised the export duty on high silicon steel, ferrochrome and foundry pig iron to 25%, 20% and 15% respectively, from 20%, 15% and 10%, effective May 1.

May 17, 2021

To: US and Canadian customers:

Re: Repricing Notification

As you are aware, SIGMA advised of price increases by our letter of May 7, 2021, on its range of import AWWA Fittings, MJ Accessories, Pipe Restraint Products and Fabrication Products.

The price increases are driven by a confluence of factors that have significantly increased our cost of purchases and squeezed our supply chain. These factors have been previously shared; however, to reiterate, raw materials have experienced a steep rise in costs. Ocean freight has dramatically increased in cost per container over 2020 rates further complicated by the worldwide shortage of containers. Port congestion and trucker shortages have attenuated a container imbalance that originated with the onset of the COVID-19 pandemic. Most recently, the Chinese government unexpectedly eliminated a VAT refund in place with iron and steel exporters. **This decision places an additional tariff on Chinese exported iron goods.** Further, surges in case counts of COVID-19 in India have created labor shortages and transportation challenges that have adversely impacted both costs and availability from production facilities in that country.

In combination, the cost of SIGMA's goods has increased dramatically in a few short months. The aforementioned shortage of containers over the past year has restricted SIGMA's ability to manage these increases with lower-costed inventory in the States. Therefore, please consider this letter as notification that outstanding quotations offered prior to May 7th are to be considered null and void. Further, as communicated in our letter of May 7th, existing purchase orders (either open or back ordered) as of June 1st will be replaced at the then-current List Prices and Multipliers. In early June, SIGMA's customer service team will confirm with you the material on open order and ask that you reconfirm the updated pricing.

Finally, as guidance into what the future may hold, China, as well as India, has experienced additional, sharp increases in the price of iron ore in recent weeks. Further, even with renewed contracts at heightened rates, container shortages remain acute having worsened in the early days of May. While this update is unwelcome, we wish to remain as transparent as possible as together we manage these difficult times.

As always, we thank you for your business and support and we are determined to service your needs through this challenging environment.

Sincerely,



Greg Fox | Vice President of Sales
SIGMA Corporation
256.496.3388
GF1@sigmaco.com



SIP Industries
Quality Manufacturer Since 1960

April 30, 2021

To: **Our Valued Customers**

Dear Friends,

We trust this message finds you doing well and healthy. We were all hoping by now we would have turned a corner with COVID, and our industry would adjust to the "new norm" (whatever that looks like). With this said, we would like to provide an update concerning our supply chain challenges and continued cost challenges from India and China.

INDIA

COVID is rapidly multiplying in India: 250,000 to 300,000 citizens are being infected every day and crematoriums are overwhelmed. State elections have just taken place in India; it is expected that some level of COVID lockdown / shelter in place will be implemented. This type of lockdown will affect product availability for castings (for example, valve boxes, meter boxes, manhole rings & covers and frames & grates, etc.). The lockdown will also impact fitting production. Moreover, container shortages continue to negatively impact lead-times and costs (strong continued upward pressures on raw material and ocean freight).

CHINA

Yesterday, the Chinese Government without any notice or grace period, eliminated the Tax Credit for most iron and steel products exported from the Country (or in effect instilled "Export Tariffs"). Ductile Iron fittings and restraints fall within the category. This action has immediately impacted costs/pricing; over and above the SIP April 22, 2021, price increase notice. Moreover, container shortages continue to negatively impact lead-times and costs (strong continued upward pressures on raw material and ocean freight).

Therefore, SIP is immediately implanting the following action. Orders received with abnormally high quantities of product(s) will be reviewed and subject to availability/allocation as determined by SIP. The goal is to "triage" all orders and effectively balance the daily needs of all our customers.

Please contact your local SIP Territory Manager before quoting any Municipal Annual Bids All Municipal Annual Bids must be discussed and approved by SIP prior to quotation for said bid.

You are a Valued Customer - We appreciate the opportunities and the confidence you have shown in SIP and we will continue to **EARN** your confidence every day.

Yours, very sincerely and respectfully,

Bharat Agarwal
VP Business Development



SIP CORPORATE 8876 Gulf Freeway, Suite 500, Houston, TX 77017

SIP CENTRAL 2900 Patio Drive, Houston, TX 77017

SIP EAST 600 Rayloc Drive, Atlanta, GA 30336

SIP WEST 8333 Almeria Avenue, Fontana, CA 92335

Phone: 877-921-6111 or 713-923-6111 | Fax: 713-923-6114 | www.sipindustries.com | sales@sipindustries.com



May 11, 2021

To: Our Valued U.S. Customers

RE: **Force Majeure**

Further to our Revised List Price & Multipliers letter of May 3, 2021, Tyler Union would like to clarify that the unforeseen and extraordinary global supply chain issues we've been experiencing continue to significantly and negatively impact the cost, availability, and delivery times and to substantially impair our ability to sell Import Fittings (including FBE, P401 and Zinc), Accessories, Restraints, Valve Boxes and Fabricator Products priced off LP2019 or earlier List Pricing. The reemergence of Covid-19 in India, significant increases in raw material costs, global shipping container shortages, and the recent unexpected reversal by the Chinese government of its long-standing policy with respect to VAT refunds on exports have caused significant harm to our ability to perform.

If we have committed, signed contracts with you for supply of our products, then please consider this letter a declaration of Force Majeure under those contracts resulting in our adjusted pricing. If we do not have committed, signed contracts with you, then your pricing will be as indicated in the May 3, 2021 letter.

We thank you for your continued support during these challenging times and we remain committed to earning your business.

Sincerely,

National Sales Manager



May 7, 2021

To: Our Valued Customers

RE: Force Majeure Event

The unforeseen and historically unique global supply chain issues continue to significantly impact our costing and our available inventory. The reemergence of Covid-19 Pandemic in India, the global container shortage, significant increases in raw material and the recent **Chinese Government VAT reversal** have caused significant harm to our ability to perform.

The above-mentioned catastrophes caused our announcement of significant increases in our selling prices on all imported products, and the inability to provide previously committed inventory. This directly impacts Annual Agreements, Municipal Contracts, Tenders, and Projects.

Therefore, pursuant to our Terms and Conditions, this letter is to advise our customers that we are formally declaring a Force Majeure event. We will not be liable for any causes of action for breach or damages that arise from our inability to meet our delivery or pricing obligations. We encourage you to notify your customers of our situation. At this time, we are unable to determine how long this will continue.

We regret the inconveniences this is causing all of us. Thank you for working with us through this event.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0347

Meeting Date: 5/18/2022

Department

Senior Services

Requested Action

Request approval to increase spending authority - Department of Senior Services, 17RFP109210A-FB, Comprehensive Nutrition Care in the amount not to exceed \$254,077.30 with Open Hand Atlanta (Atlanta, GA) to provide congregate meals, nutrition education, and nutrition counseling for Fulton County residents aged 60 and above. Effective upon BOC approval. This funding is 100% Grant Funded.

Requirement for Board Action

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

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

The Department of Senior Services received a grant from Atlanta Regional Commission for CARES Act funding to provide congregate meals to eligible Fulton County seniors participating and attending the Fulton County Neighborhood Senior Centers. This grant will provide seniors with congregate meals that include breakfast and lunch while participating at the Neighborhood Senior Centers and through virtual programming.

Scope of Work: Fulton County Department of Senior Service, through a contract with Open Hand Atlanta, will extend congregate meals that include breakfast and lunch to Neighborhood Senior Center participants through September 30, 2022. The funding will cover 22,428 additional meals.

Community Impact: The funding and spending authority will prevent a disruption of meals and supplement the needs of seniors attending the Neighborhood Senior Centers.

Department Recommendation: The Department recommends approval.

Project Implications: This project will allow seniors to continue to receive congregate meals and additionally receive breakfast that is not normally provided.

Community Issues/Concerns: If the spending authority increase is not approved, then seniors will not be provided additional food support.

Department Issues/Concerns: If not approved, seniors who indicated a need for an additional meal will not be able to receive this provision. The Department is also concerned with grant compliance and expending awarded funding within the contract terms.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	17-0995	12/6/2017	\$3,988,384.42
Amendment No. 1	18-0376	6/6/2018	\$550,000.00
1 st Renewal	18-0745	6/6/2018	\$1,988,385.00
Amendment No. 2	19-0440	6/4/2019	\$130,000.00
2 nd Renewal	9-0776	10/2/2019	\$1,997,384.22
Amendment No. 3	20-0968	12/16/2020	\$411,734.00
Amendment No. 4	20-0421	6/17/2020	\$445,335.35
3 rd Renewal	21-0968	12/16/2020	\$3,157,646.13
Amendment No. 5	21-0408	6/2/2021	\$672,335.16
Amendment No. 6	21-0525	7/14/2021	\$319,144.43
4 th Renewal	21-0816	10/21/2021	\$2,536,259.00
Amendment No. 7	21-0151	3/2/2022	313,074.00
Amendment No. 8	22-0290	4/20/2022	\$23,569.13
This Request			\$254,077.30
Total Revised Amount			\$16,787,328.14

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

Contract Value: **\$254,077.30**

Prime Contractor: Open Hands
Prime Status: Non-Profit
Location: Atlanta, GA
County: Fulton County
Prime Value: \$136,457.30 or 53.71%

Subcontractor: Senior Services North Fulton
Subcontractor Status: Non-Profit
Location: Alpharetta, GA
County: Fulton County
Contract Value: \$50,000.00 or 19.68%

Subcontractor: Senior Services South Fulton
Subcontractor Status: Non-Profit
Location: College, GA 30338
County: Fulton County
Contract Value: \$67,620.00 or 26.61%

Total Contract Value: \$254,077.30 or 100.00
Total M/FBE Value: Non-Profit

Exhibits Attached

Exhibit 1: Amendment No.9 to Form of Contract
Exhibit 2: Contractor Performance Report

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

Ladisa Onyiliogwu, Director, Department of Senior Service, 404-281-4042

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$3,988,384.42
Previous Adjustments: \$12,544,866.42
This Request: \$254,077.30
TOTAL: \$16,787,328.14

Grant Information Summary

Amount Requested:	254,077.30	<input type="checkbox"/>	Cash
Match Required:	0	<input type="checkbox"/>	In-Kind
Start Date:	January 1, 2022	<input type="checkbox"/>	Approval to Award
End Date:	September 30, 2022	<input type="checkbox"/>	Apply & Accept
Match Account \$:			

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

461-183-CACT-1160, Grants, Senior Services, Professional Services - \$254,077.30

Key Contract Terms	
Start Date: 1/1/2022	End Date: 9/30/2022
Cost Adjustment: \$254,077.30	Renewal/Extension Terms:

Overall Contractor Performance Rating:3.0**Would you select/recommend this vendor again?**

Yes

Report Period Start:	Report Period End:
10/1/2021	12/31/2021

AMENDMENT NO. 9 TO FORM OF CONTRACT

Contractor: Open Hand Atlanta

Contract No. 17RFP109210A-FB – Comprehensive Nutrition Care

Address: 181 Armour Drive, NE
City, State Atlanta, GA 30324

Telephone: 404-419-3313

E-mail: mpieper@projectopenhand.org

Contact: Matthew Pieper
Executive Director

W I T N E S S E T H

WHEREAS, Fulton County (“County”) entered into a Contract with Open Hand Atlanta to provide Comprehensive Nutrition Care, dated December 6, 2017, on behalf of the Department of Senior Services and

WHEREAS, this contract was amended (Amendment No. 1) to implement Comprehensive Nutrition Care and approved on June 6, 2018, BOC item 18-0376; and

WHEREAS, this contract was amended (Amendment No. 2) to implement Comprehensive Nutrition Care and approved on June 5, 2019, BOC item 19-0440; and

WHEREAS, this contract was amended (Amendment No. 3) to implement Comprehensive Nutrition Care and approved on May 6, 2020, BOC item 20-0338; and

WHEREAS, this contract was amended (Amendment No. 4) to implement Comprehensive Nutrition Care and approved on June 17, 2020, BOC item 20-0421; and

WHEREAS, this contract was amended (Amendment No. 5) to implement Comprehensive Nutrition Care and approved on June 12, 2021, BOC item 21-0408; and

WHEREAS, this contract was amended (Amendment No. 6) to implement Comprehensive Nutrition Care and approved on July 14, 2021, BOC item 21-0525; and

WHEREAS, this contract was amended (Amendment No. 7) to implement Comprehensive Nutrition Care and approved on March 2, 2022, BOC Item 21-0151; and

WHEREAS, this contract was amended (Amendment No. 8) to implement Comprehensive Nutrition Care and approved on April 20, 2022; and

WHEREAS, this amendment to the contract (Amendment No. 9) will allow Open Hand Atlanta to provide services funded by a grant from the Atlanta Regional Commission; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract.

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

This Amendment No. 9 to Form of Contract between Fulton County and Open Hand Atlanta, who agree that all services specified will be performed in accordance with this Amendment No. 9 to Form of Contract and the Contract Documents, effective upon approval.

1. **SCOPE OF WORK TO BE PERFORMED:** No change in scope of work
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$254,077.30.
3. **LIABILITY OF COUNTY:** This Amendment No. 9 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. 9 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 9 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 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:

OPEN HAND ATLANTA

Robert L. Pitts, Chairman
Board of Commissioners

Matt Pieper
Executive Director

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

Ladisa Onyiliogwu, Director
Department of Senior Services

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____
RECESS MEETING

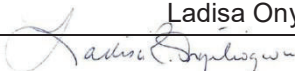
ITEM#: _____ RM: _____
REGULAR MEETING



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

Report Period Start				Report Period End		Contract Period Start		Contract Period End	
10/1/2021				12/31/2021		1/1/2021		12/31/2021	
Purchaser Order Number						Purchase Order Date			
Department – Senior Services									
Bid Number 17RFP109210A-FB						Service Commodity – Comprehensive Nutrition Services			
Contractor – Open Hand Atlanta									
Performance Rating									
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	The contractor is in compliance with providing the service delivery model of Home Delivered Meals. The contractor provides monthly reports, and weekly reports on time. All the staff have the skills to provide the services in the contract.							
	1								
	2								
X	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	The contractor is very responsive to any requests and performs the deliverables of the agreement. The contractor will initiate an action plan if there are changes needed.	
	1		
	2		
X	3		
	4		
3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)	
	0	The contractor will respond via telephone or email if there are issues or inquiries with the service delivery model. The contractor is very helpful to assist and find resolutions to any problems in service.	
	1		
	2		
X	3		
	4		
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)	
	0	The contractor provides proper invoicing. The contractor stays within budget.	
	1		
	2		
X	3		
	4		
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)	
	0	The contractor credentials are aligned with the needed experience and appropriateness to deliver the services for Aging Services.	
	1		
	2		
X	3		
	4		
Overall Performance Rating		3.0	Date 2/28/2022
Would you select/recommend this vendor again?		Yes	
Rating completed by:		Andre M. Danzy, Program Manager	
Department Head Name:		Ladiša Onyiliogwu, Director	
Department Head Signature			



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0348

Meeting Date: 5/18/2022

Department

Senior Services

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

Request approval of a Memorandum of Understanding between the Department of Senior Services and Georgia State University Concerning their Affiliation for Student Training. Effective upon approval through May 31, 2023.

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

Pursuant to O.C.G.A Section 36-10-1, all contracts with the County must be in writing and entered on its meeting minutes.

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

Health and Human Services

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

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

The Department of Senior Services recommends approval. The proposed Memorandum of Understanding between the Department of Senior Services and Georgia State University benefits Fulton County seniors aged 60 and above, through student collaboration and the provision of high-quality applied learning experiences under the supervision of the Department of Senior Services and Georgia State University. The Board of Commissioners approved Agenda Item No. 18-0404, which authorizes the Chairman or any other duly authorized official to execute the standard memorandum of understanding and authorizes the County Attorney to approve the standard agreement as to form and substance and make necessary modifications thereof prior

to execution.

This MOU allows for the development and implementation of new educational activities and best practices by the students, who will observe and interact with professionals, engage in day-to-day activities by working with older adults and helping to meet the needs of the aging population by undertaking collaborative projects. The students gain occupational skills through hands-on work experience, and the opportunity to apply field-specific knowledge in their work settings. They provide learning tools and skills-building techniques to the senior population.

Scope of Work: The agreement will allow for the Department of Senior Services to collaborate with Georgia State University to provide an educational opportunity to students with majors in social work, gerontology or other aging related fields of study. Students will interact with Department of Senior Services professionals and can observe the senior services delivery model. Additionally, students will facilitate focus groups to gather useful information that will be used to provide research projects and implement topics and skills for seniors.

Community Impact: The community is positively impacted through aging research that has the potential of improving quality of life and supports aging in place.

Department Recommendation: The Department recommends approval.

Project Implications: Through this MOU, DSS staff and Georgia State University students will be able to provide new educational material and receive survey information and feedback from seniors within the senior service delivery model.

Community Issues/Concerns: The community will be able to receive innovative learning materials and benefit from this partnership.

Department Issues/Concerns: There are no Department issues or concerns.

Memorandum of Understanding
Between Fulton County and Georgia State University
Concerning their Affiliation for Student Training

This is a Memorandum of Understanding ("MOU" or "Agreement") between Fulton County, Georgia, on behalf of the Fulton County Senior Services Department (hereinafter, "Fulton County") and The Board of Regents of the University System of Georgia by and on behalf of Georgia State University (hereinafter, "Educational Institution").

WHEREAS, Fulton County, through the Department of Senior Services ("DSS"), is committed to improving quality of life by providing services through the development and coordination of programs and supportive services that encourage independence and enhance overall well-being for seniors, their caregivers, and the community served; and

WHEREAS, Educational Institution has pledged to advance the aims of the profession through education for excellence in applied research, social work practice, gerontology or other disciplines in the field of aging, by providing students the opportunity to observe and interact with professionals engaged in day-to-day activities in an agency or organization working with older adults or helping to meet the needs of the aging population, by undertaking collaborative projects, helping students gain occupational skills through hands-on work experience, and encouraging students to apply field-specific knowledge to their work settings; and

WHEREAS, Fulton County and Educational Institution desire to enter into this MOU to guide and direct their affiliation and working relationship to provide high quality applied learning experiences for students in the Educational Institution, while at the same time enhancing the resources available to Fulton County for providing services to its clients.

NOW, THEREFORE, in consideration of the mutual benefits to both parties, it is hereby agreed as follows:

A. General Understanding:

1. Neither party intends for this MOU to alter in any way their respective rights or their legal obligations to one another, to the students and faculty assigned to Fulton County, or as to any third party. This MOU shall not create a partnership, joint venture, or association between the Educational Institution, any of its students, and Fulton County.
2. The courses of instruction to be provided in the applied learning experience (the "Applied Learning Experience" or "ALE") will be of such content, and cover such period of time as may from time to time be mutually agreed upon by the Educational Institution and Fulton County. The starting and ending date for the ALE shall be agreed upon at least one month before the ALE commences. The parties agree that this MOU shall cover the activities and programs set forth in Exhibit A, attached hereto and incorporated herein.

3. The Educational Institution shall provide adequate written information to Fulton County regarding the number of students needed prior to the beginning of each semester and shall submit written schedules including the name of applicable students. The number of students designated for participation in the program will be mutually determined by written agreement of the parties and may, at any time, be altered by mutual written agreement. All student participants must be mutually acceptable to both the Educational Institution and Fulton County's staff and either party may withdraw any student from a program based upon perceived lack of competency on the part of the student, the student's failure to comply with rules and policies of the Fulton County Department of Senior Services, Fulton County, or the Educational Institution, or for any other reason where either party reasonably believes that it is not in the best interest of the program for the student to continue.
4. Neither party to this MOU shall discriminate pursuant to Title VI of the Civil Rights Act of 1964 with respect to race, age, sex, color, creed, or national origin; Title IX of the Educational Amendments of 1972; and relevant provisions of the Americans with Disabilities Act. Specifically, there shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, disability or handicap in either the selection of students for participation in the program, or as to any aspect of the professional training, provided, however, that with respect to disability or handicap, the disability or handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the program.
5. The applicable provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973 and the Vietnam Veteran's Readjustment Assistance Act and applicable regulations thereunder are hereby incorporated by reference.
6. If any provision of this Memorandum of Understanding 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.
7. All students must complete the Fulton County Criminal Background Release and Consent Form, which shall be provided to the Educational Institution, such that Fulton County may conduct a criminal background check on the participating student. No student shall commence their placement with Fulton County until the criminal background check is complete. The participating student shall be responsible for the reasonable costs associated with conducting the criminal background check. Any findings from the criminal background check may be used by Fulton County to determine eligibility of the student for the placement. Any decisions as to the eligibility of the subject prospective student shall be made at the full discretion of the Director of Senior Services or a specifically delegated employee.

B. Educational Institution Responsibilities:

1. Provide assistance in the development of ALE that is in keeping with the Educational Institution's objectives for field instruction and compatible with the services offered by Fulton County.
2. Use its best efforts to see that students selected for participation in the ALE are prepared for effective participation in the training phase of their overall education. Educational Institution shall retain ultimate responsibility for the education of its students.
3. Assign a faculty representative as liaison between Fulton County and the Educational Institution. Anyone assigned to Fulton County in connection with the operation of the ALE shall be appropriately licensed or certified and shall keep evidence of the licensure or certification on file with Fulton County at all times.
4. Prior to the commencement of an ALE, the Educational Institution shall, upon request and with proper authorization, provide responsible Fulton County officials with such student records as will adequately disclose the prior education and related experiences of prospective student participants, including but not limited to, information about students' background, education, personal qualities, interest, maturity, and learning tasks.
5. The Educational Institution shall notify participating students that they must obtain professional liability insurance to cover any actions either negligent or willful against any person stemming from the acts or omissions of the participating students. The Educational Institution shall assist the participating student in organizing and securing a professional liability policy for the activities to be conducted by the participating student at Fulton County. This insurance must cover the participating student for events that may occur while performing duties in their field practice, including but not limited to acts of negligence by the participating student and injury to the participating student. The policy shall provide a minimum amount of not less than \$1,000,000 per occurrence and no more than an annual aggregate of \$3,000,000. Fulton County must be a named additional insured on the insurance policy. No student shall participate in any activities at Fulton County without proof of such insurance coverage. Evidence of satisfactory insurance coverage must be provided prior to the participating student's start date at Fulton County and must cover the entire anticipated period of student activity at Fulton County. If that period should be extended, the insurance coverage must be likewise extended. Participating students are required to sign the Statement of Responsibility set forth in Exhibit B attached hereto and incorporated herein. The Educational Institution agrees to facilitate the delivery of the executed Statement of Responsibility to Fulton County.
6. Make a minimum of one (1) visit each term a student is in placement to observe the student's activities at Fulton County and shall make additional visits as needed or upon request by the Fulton County.
7. Be on call in emergency situations involving students.

8. Encourage student compliance with Fulton County's rules, regulations and procedures, and use its best efforts to keep students informed as to the same and any changes therein. Specifically, the Educational Institution will keep each participating student apprised of his or her responsibility to:
 - (a) Follow the administrative policies, standards and practices of Fulton County when the student is placed at Fulton County.
 - (b) Provide the necessary and appropriate uniforms and supplies required when not provided by Fulton County.
 - (c) Report to Fulton County on time and to follow all established regulations during the specified placement hours.
 - (d) Conform to established standards and practices while training at Fulton County.
 - (e) Keep in confidence all medical and health information pertaining to Fulton County clients. The Educational Institution will instruct participating students that they must comply with the policies and procedures of Fulton County regarding client confidentiality, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the students' role in relation to the use and disclosure of protected health information, participating students are defined as members of Fulton County's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such students are not and shall not be considered to be employees of Fulton County.
9. Provide instructional development for Supervisors who request additional techniques or training in field teaching.
10. Have full responsibility for the conduct of any student or faculty disciplinary proceedings and shall conduct the same in accordance with all applicable statutes, rules, regulations, and case law.
11. The Educational Institution shall not use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names or identifying marks of Fulton County without, in each case, the prior written consent of Fulton County.

C. Fulton County Responsibilities:

1. Assist in the development of learning experiences for the student(s) in accordance with the professional and educational objectives of the Educational Institution.
2. Provide adequate physical space and clerical assistance for the students.

3. Allow appropriately licensed Educational Institution faculty liaison opportunities to evaluate student reports and records developed at Fulton County. The nature and scope of activities of Educational Institution faculty members that may involve in any way patient care at Fulton County shall be subject to the sole discretion of Fulton County and to such conditions as Fulton County may deem necessary in its sole discretion including, but not limited to, prior proof of professional liability coverage, appropriate licensure or certification and compliance with all Fulton County rules, regulations, and policies.
4. Comply with equal opportunity statutes and regulations.
5. Retain responsibility for the care of its clients and maintain administrative and professional supervision of students insofar as their presence and program assignments or research affect the operation of Fulton County and its care, direct or indirect, of its clients. No provision of this MOU shall prevent any Fulton County client from requesting not to be a teaching client or participant of a research project or prevent any member of Fulton County's staff from designating any client as a non-teaching client.
6. Comply with FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g) and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from Educational Institution or as otherwise provided by law.

D. Mutual Responsibilities:

1. Personnel of Fulton County and the Educational Institution designated to supervise the student program shall meet at such times as shall be agreed upon by such personnel, which shall be no less than once per year, for the purpose of conducting an ongoing evaluation of the program and participants. The Educational Institution shall request all participants in the student program to evaluate their experience in the program and shall provide Fulton County with full information concerning such evaluation.
2. The parties will work together to maintain an environment of quality learning experiences and quality client care. At the instance of either party, a meeting or conference will be promptly held between Educational Institution and Fulton County representatives to resolve any problem which may arise or to develop any improvements in the operation of the program.
3. This relationship is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interest for any party or person other than Fulton County and the Educational Institution. Without limiting the generality of the foregoing, no rights are intended to be created for any client of Fulton County, parent or guardian of any student, spouse, next of kin, employer or prospective employer of any student.
4. No student or Educational Institution faculty, while participating in the ALE, shall be deemed an employee of Fulton County. No student or faculty will be covered under the

Fulton County's Workers' Compensation, or health or professional liability insurance policies. The Educational Institution and Fulton County are independent contractors under the MOU. Neither party is an agent, employee or servant of the other.

5. Unless sooner cancelled as provided below, the term of this affiliation for training shall commence on May 23, 2022 and end on May 31, 2023. This working relationship may be renewed by mutual written consent of the parties. This MOU may be terminated at any time by either party, with or without cause, upon not less than ninety (90) days written notice in advance of the next ALE. Such notice shall be delivered by hand or certified mail-return receipt requested.
6. This MOU shall be governed by, construed and applied in accordance with the laws of the State of Georgia.
7. This MOU shall supersede any and all previously executed memoranda of understanding between the parties for the applied learning experience.
8. This MOU may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.
9. Both the Educational Institution and Fulton County shall retain all records relating to this Agreement during the term of this Agreement and for a period of five (5) years after the completion of the subject student's placement. The records will be made available upon request to the other party upon reasonable notice.

Signature page follows

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the _____ day of _____ 20 ____.

FULTON COUNTY, GEORGIA

(Educational Institution)

Robert L. Pitts, Chairman
Board of Commissioners

Nicolle Parsons-Pollard
Senior Vice President for Academic
Affairs and Provost

ATTEST:

ATTEST:

Tonya Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Ladisa Onyiliogwu, Director
Department of Senior Services

P:\CAContracts\Senior Services\Proposed template MOU between Educational Institution and Fulton County for student placement.rtf

EXHIBIT A

Approved Programs

1. Applied learning experiences for students in any field of study (undergraduate or graduate) at Georgia State University applicable to the field of aging (e.g. social work practice, gerontology, public health).
2. Research recruitment activities for the study entitled “Double Blind Randomized Control Trial on the Effect of Evidence-Based Suicide Intervention Training on the Home-Delivered and Congregate Nutrition Program through the Atlanta Regional Commission (“ARC”).
3. Research activities pursuant to an IRB-approved protocol with the written consent of the Director of the Fulton County Department of Senior Services.

EXHIBIT B

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at Fulton County Senior Services Department ("Fulton County"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Applied Learning Experience operated by Georgia State University at Fulton County.

Student Participant Name: _____

Signature: _____

Date: _____

Parent or Legal Guardian Name (if participant is under 18): _____

Signature: _____

Date: _____



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0349

Meeting Date: 5/18/2022

Department

Real Estate and Asset Management

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

Request approval of a First Amendment to Lease Agreement between SK ARO, LLC (Lessor) and Fulton County, Georgia (Lessee), to temporarily expand the leased space by 1,256 square feet under a previously executed Lease Agreement for the purpose of displaying art exhibits, at no additional cost to the County (except internet charges); to authorize the Chairman to execute the First Amend to Lease Agreement; to authorize the County Attorney to approve the First Amendment to Lease Agreement as to form and make modifications as necessary prior to execution. Effective May 1, 2022 and ends December 31, 2022, unless terminated sooner as permitted within the Lease Agreement.

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

Pursuant to O.C.G.A. §§ 36-10-1 and 36-60-13 and Fulton County Code § 102-394, the County is authorized to enter multi-year lease contracts for real property and such contracts shall be in writing and entered on its minutes.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The Fulton County Board of Commissioners previously approved Agenda Item #21-0703 at the Board of Commissioners' Meeting held on October 6, 2021 for the purpose of leasing from SK ARO, LLC, approximately 25,269 square feet of office space for the daily operations for the Office of the Fulton County District Attorney at 86 Pryor Street, Atlanta, Georgia, which is part of the Atlanta Underground Retail Development. The Department of Arts and Culture has identified retail space totaling 1,256 square feet within the Atlanta Underground Retail Development controlled by SK ARO, LLC that can be repurposed for the display of Arts and Culture items. At the request of the Department of Arts and Culture, the Department of Real Estate and Asset Management has negotiated mutually acceptable rental terms to expand the leased space with landlord SK ARO, LLC at no additional cost to the County. Approval of the Fulton County Board of Commissioners is being requested to execute a First Amendment to Lease Agreement with SK ARO, LLC for the purpose of temporarily expanding the leased space by 1,256 square feet for a period of (7) seven months. Pending the approval of the Fulton County Board of Commissioners the lease term for the expanded space shall commence May 1, 2022 and end December 31, 2022, unless terminated sooner as permitted within the Lease Agreement. In accordance with the County Policy the approval of the Board of Commissioners is required to modify or extend contractual agreements in which Fulton County is a party to the agreement. ***Fulton County will be required to pay for internet access only.***

Community Impact: Approval of a leased space expansion with SK ARO, LLC will allow the Arts and Culture Department to display art exhibits from a centralized and easily accessible location at no charge for the leased space. The approval of this agenda item is consistent with County's initiative that all people trust that government is fiscally sound and efficient.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of a First Amendment to Lease Agreement between SK ARO, LLC and Fulton County, to expand the leased space for a term for seven (7) months commencing May 1, 2022 and expiring December 31, 2022 for 1,2566 square feet of retail space

Project Implications: The approval of the Fulton County Board Commissioners of the First Amendment to Master Lease Agreement is required to formalize the rental terms in which the Fulton County Arts Department can occupy and display art exhibits.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

History of BOC Agenda Item: The Fulton County Board of Commissioners previously approved Agenda Item #21-0703 at the Board of Commissioners' Meeting held on October 6, 2021 for the purpose of leasing approximately 25,269 square feet of office space for the daily operations for the Office of the Fulton County District Attorney at 86 Pryor Street, Atlanta, Georgia.

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("First Amendment") is entered into this _____ day of April, 2022 (the "Effective Date") between SK ARO, LLC, a Delaware limited liability company ("Landlord") and Fulton County, Georgia, a political subdivision of the State of Georgia ("Tenant"). Landlord and Tenant are also each a "Party" and are collectively the "Parties".

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement (the "Lease") dated October 12, 2021 for property located at 86 Pryor Street, Floors 2, 3 and 4, Atlanta, GA 30303 (as more fully set forth in the Lease, the "Premises"); and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease as provided herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this First Amendment have the respective meanings assigned to them in the Lease.

2. Amendments to the Lease. As of the Effective Date, the Lease is hereby amended or modified as follows:

a) The following is hereby alphabetically inserted into the Definitions section of the Lease as though fully set forth therein:

"Additional Premises" shall include approximately 1,265 square feet of property located in the development known as Underground Atlanta and designated as Suite 194, and as more particularly described in Exhibit "D" attached hereto and incorporated herein by reference."

b) The definition of "Premises" within the Definitions section of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"Premises" shall include not only the property described in Exhibit A, attached hereto as referenced in Article I below, but also (i) the Additional Premises and (ii) all the fixtures, improvements, tenements and appurtenances, thereunto belonging to the Premises or Additional Premises or in anywise appertaining, including, but not limited to, the right of ingress and egress thereto and therefrom at all time."

c) The following is hereby inserted as the last sentence to Article II:

"Notwithstanding anything above to the contrary, the term for Tenant's occupancy of the Additional Premises shall commence on May 1, 2022 and terminate on December 31, 2022 (the "Additional Premises Term"), and in no event shall such Additional Premises Term be extended unless mutually agreed upon in writing by Landlord and Tenant."

d) The following is hereby inserted as the last sentence of Article III:

"Notwithstanding the foregoing, no such option shall be permitted with respect to the Additional Premises."

e) The following is inserted as Paragraph 36 to Article V of the Lease:

“36. Fixtures and Interior Alterations to Additional Premises. Lessee may construct, build, and install in the Additional Premises any and all racks, counters, shelves, lighting, paint and other fixtures and equipment of every kind and nature as may be necessary or desirable in the Lessee's business, which racks, counters and other fixtures and other equipment shall at all times be and remain the property of Lessee, and Lessee shall have the right to remove all or any part of the same from said Demised Premises at any time so long as Lessee is not in default of the terms and provisions of this Lease; provided, (i) Lessee shall repair or reimburse Lessor for the cost of repairing any damage to said Demised Premises resulting from the installation or removal of such items; (ii) Lessee shall obtain any required licenses or permits from the City of Atlanta or other applicable governing body; (iii) Lessee shall perform any alterations in a good and workmanlike manner using the highest quality materials; and (iv) Lessee receives written approval of all plans and specification for any such modification, such approval not to be unreasonably withheld, conditioned or delayed.”

3. Miscellaneous.

(a) This First Amendment is governed by and construed in accordance with, the laws of the State of Georgia, without regard to the conflict of laws provisions of such State.

(b) This First Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted heirs, successors and permitted assigns.

(c) The headings in this First Amendment are for reference only and do not affect the interpretation of this First Amendment.

(d) This First Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement.

(e) This First Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. To the extent the terms of this First Amendment and the Lease conflict with each other, this First Amendment shall control.

[Balance of page intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date of above written.

LANDLORD:

TENANT:

SK ARO, LLC,
a Delaware limited liability company

FULTON COUNTY, GEORGIA

By: _____
Shaneel Lalani, Manager

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

The Additional Premises



1 **RESOLUTION APPROVING THE FIRST AMENDMENT TO LEASE AGREEMENT**
2 **BETWEEN SK ARO, LLC (LESSOR) AND FULTON COUNTY, GEORGIA (LESSEE),**
3 **TO TEMPORARILY EXPAND THE LEASED SPACE BY 1,256 SQUARE FEET UNDER**
4 **A PREVIOUSLY EXECUTED LEASE AGREEMENT FOR THE PURPOSE OF**
5 **DISPLAYING ART EXHIBITS; TO AUTHORIZE THE COUNTY ATTORNEY TO**
6 **APPROVE THE FIRST AMENDMENT TO LEASE AGREEMENT AS TO FORM AND**
7 **MAKE NECESSARY MODIFICATIONS AS NECESSARY PRIOR TO EXECUTION;**
8 **AUTHORIZING THE CHAIRMAN OR VICE CHAIR TO EXECUTE THE FIRST**
9 **AMENDMENT TO LEASE AGREEMENT AND RELATED DOCUMENTS; AND FOR**
10 **OTHER PURPOSES**

11 **WHEREAS**, the daily operations of the Fulton County Government require the
12 leasing of office, retail and warehouse space from private entities for the purpose of
13 providing government services to include Arts and Culture; and

14 **WHEREAS**, the Fulton County Board of Commissioners previously approved
15 Agenda Item #21-0703 at the Board of Commissioners' Meeting held on October 6, 2021
16 for the purpose of leasing approximately 25,269 square feet of office space for the daily
17 operations of the Office of the Fulton County District Attorney at 86 Pryor Street, Atlanta,
18 Georgia, which is part of the Atlanta Underground Retail Development, from SK ARO,
19 LLC; and

20 **WHEREAS**, the Department of Arts and Culture has identified approximately 1,256
21 square feet of retail space within the Atlanta Underground Retail Development which is
22 owned and operated by SK ARO, LLC, that can be repurposed and used to display arts
23 and culture related items; and

24 **WHEREAS**, SK ARO, LLC desires to have the Department of Arts and Culture
25 display arts and culture related items in this space; and

26 **WHEREAS**, the Department of Real Estate and Asset Management, at the request
27 of the Department of Arts and Culture, has negotiated mutually acceptable lease terms
28 to temporarily expand, at no additional cost to the County, the leased space by 1,256
29 square for seven (7) months, May 1, 2022 through December 31, 2022, with SK ARO,
30 LLC; and

31 **WHEREAS**, the approval of the Fulton County Board of Commissioners is being
32 requested so as to allow the Department of Arts and Culture to occupy additional space
33 in the Atlanta Underground Retail Development based on the negotiated rental terms
34 included within the First Amendment to Lease Agreement for the purpose formalizing the
35 rental terms for occupancy by staff; and

WHEREAS, pursuant to O.C.G.A. §§ 36-10-1 and 36-60-13 and Fulton County Code § 102-394, the County is authorized to enter into multiyear lease contracts for real property and such contracts shall be in writing and entered on its minutes.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby approves a First Amendment to Lease Agreement with SK ARO, LLC in substantially the form attached hereto as Exhibit "A."

BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners (or Vice-Chair, in the Chairman's absence) is hereby authorized to execute the First Amendment to Agreement between Fulton County and SK ARO.

BE IT FURTHER RESOLVED, that the County Attorney is hereby authorized to approve the First Amendment to Lease Agreement as to form, and to make such other or additional modifications as are necessary to protect the County's interests prior to execution.

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 _____ day of _____, 2022.

FULTON COUNTY BOARD OF
COMMISSIONERS

Robert L. Pitts, Chairman

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0350

Meeting Date: 5/18/2022

Department

Real Estate and Asset Management

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

Request approval of a Sewer Easement Dedication of 19,494 square feet to Fulton County, a political subdivision of the State of Georgia, from GS South Fulton Owner, LLC, for the purpose of constructing the South Fulton Multifamily Project at 5617 Oakley Industrial Blvd, South Fulton, Georgia 30213.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed South Fulton Multifamily Project, a residential development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system prior to the issuance of a Land Disturbance Permit. The easement area to be conveyed to the County consists of 19,494 square feet and is in Land Lots 26, 27, 32 and 33 of the 9F District of Fulton County, Georgia.

Community Impact: The community will benefit from the extension of the County's sewer system and the addition of a new multifamily development.

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

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

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

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

Project Name : South Fulton Multifamily
Tax Parcel Identification No.: 09F070300260310
Land Disturbance Permit No.: 21S-019WR
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

SEWER EASEMENT

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 13th day of April, 2022, between GS South Fulton Owner, LLC, a limited liability company duly organized under the laws of the State of Delaware, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to **FULTON COUNTY** and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 32, and 33 of District 9F, Fulton County, Georgia, and more particularly described as follows: To wit:

SOUTH FULTON MULTIFAMILY

Project Name

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

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

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

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

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

[Signature Page Follows]

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

Signed, sealed and delivered this 13th day
of April, 2022 in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[NOTARIAL SEAL]



GRANTOR:

GS SOUTH FULTON OWNER, LLC, a Delaware
limited liability company

By: CRE-GS South Fulton, LLC, a Delaware
Limited liability company, its sole member

By: GS South Fulton Manager, LLC, a
Delaware limited liability company, its
managing member

By: [Signature]
Name John Roberson
Title: Vice President

[SEAL]

Sewer Easement

All that tract or parcel of land lying and being in Land Lots 32 & 33 of the 9F District, City of South Fulton, Fulton County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING commence at a 1/2" rebar found on the northerly Right of Way of Oakley Industrial Boulevard (variable Right of Way) and at a Georgia State Plane coordinate of N: 1,288,926.46 and E: 2,172,223.31; thence continuing along the aforementioned Right of Way and running North 89° 23' 01" East a distance of 752.33 feet to a 1/2" rebar with cap found; thence leaving said Right of Way and running North 00° 37' 01" West a distance of 337.02 feet to a 1/2" rebar with cap found; thence North 30° 26' 02" East a distance of 165.27 feet to a 1/2" rebar found with cap; thence North 33° 35' 33" West a distance of 379.94 feet to a point and THE TRUE POINT OF BEGINNING; from point thus established and running South 56° 27' 06" West a distance of 10.45 feet to a point; thence South 32° 49' 25" East a distance of 50.58 feet to a point; thence South 56° 23' 18" West a distance of 157.46 feet to a point; thence North 33° 36' 53" West a distance of 118.15 feet to a point; thence South 57° 17' 16" West a distance of 279.28 feet to a point; thence North 75° 24' 31" West a distance of 205.75 feet to a point; thence South 81° 10' 16" West a distance of 55.39 feet to a point; thence South 79° 53' 59" West a distance of 102.31 feet to a point; thence North 10° 06' 01" West a distance of 20.00 feet to a point; thence North 79° 53' 59" East a distance of 102.54 feet to a point; thence North 81° 10' 16" East a distance of 59.76 feet to a point; thence South 75° 24' 31" East a distance of 201.14 feet to a point; thence North 57° 17' 16" East a distance of 290.21 feet to a point; thence South 33° 36' 53" East a distance of 117.84 feet to a point; thence North 56° 23' 18" East a distance of 117.74 feet to a point; thence North 32° 49' 25" West a distance of 50.61 feet to a point; thence North 56° 27' 06" East a distance of 30.18 feet to a point; thence South 33° 35' 33" East a distance of 20.00 feet to the TRUE POINT OF BEGINNING, Said tract contains 0.448 Acres (19,494 Square Feet).

AB

03/29/2022

SEWER EASEMENT EXHIBIT

FOR

GS SOUTH FULTON OWNER, LLC

LAND LOTS 32 & 33 9F DISTRICT
CITY OF SOUTH FULTON FULTON COUNTY GEORGIA
MARCH 1, 2022 SCALE: 1" = 100'

TECHNICAL SURVEY SERVICES, INC.

1641 AUTUMN BLVD
CONTERS, GEORGIA 30012
Telephone (770) 922-6391
JOB: 2020-744

0 100 200

GRAPHIC SCALE - FEET

LINE	BEARING	DISTANCE
L1	S 56°27'06" W	10.45'
L2	S 32°49'25" E	50.58'
L3	S 56°23'18" W	157.46'
L4	N 33°35'33" W	118.15'
L5	S 57°17'16" W	279.28'
L6	N 75°24'31" W	205.75'
L7	S 81°10'16" W	55.39'
L8	S 79°53'59" W	102.31'
L9	N 100°06'01" W	20.00'
L10	N 79°53'59" E	102.54'
L11	N 81°10'16" E	39.76'
L12	S 75°24'31" E	201.14'
L13	N 57°17'16" E	290.21'
L14	S 33°35'33" E	112.84'
L15	N 56°23'18" E	117.74'
L16	N 32°49'25" W	50.61'
L17	N 56°27'06" E	30.18'
L18	S 33°35'33" E	20.00'

LEGEND

- IPF IRON PIN FOUND
- IPS IRON PIN SET
- RB REBAR
- OTF OPEN TOP PIPE
- R/W RIGHT OF WAY
- MH MANHOLE
- DIP DUCTILE IRON PIPE
- FH FIRE HYDRANT
- WM WATER METER
- WV WATER VALVE
- X- FENCE
- W- WATER LINE

NOW OR FORMERLY
REMANENCE PHASE II
DEED BOOK 55894, PAGE 196
PARCEL I.D. 08D7000031894

NOW OR FORMERLY
FARMER HOSPITALITY, INC.
DEED BOOK 47280, PAGE 562
PARCEL I.D. 08D7000028942

NOW OR FORMERLY
FARMER HOSPITALITY, INC.
DEED BOOK 57871, PAGE 350
PARCEL I.D. 08D7000028401

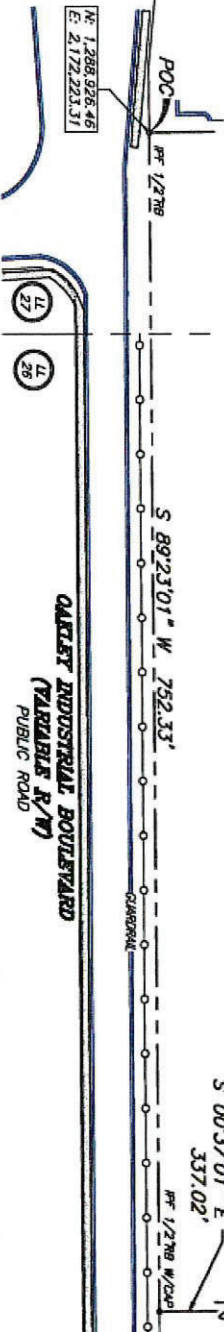
SEWER EASEMENT -
0.448 ACRES
(19,494 SQ.FT.)

EASEMENT, IF ANY IS
HEREBY ABANDONED
EXISTING SEWER LINE
TO BE DEMOLISHED

EXISTING SEWER LINE TO BE
DEMOLISHED
EASEMENT, IF ANY IS
HEREBY ABANDONED

"TUTURE APARTMENTS"
N/F
GREYSTAR DEVELOPMENT EAST, LLC.

GALETT INDUSTRIAL BOULEVARD
(VARIABLE R/W)
PUBLIC ROAD



GRID NORTH
GA WEST MAG 83



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0351

Meeting Date: 5/18/2022

Department

Real Estate and Asset Management

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

Request approval of a Sewer Easement Dedication of 1,469 square feet to Fulton County, a political subdivision of the State of Georgia, from Delores W. Kuneyl, not individually but as Executor of the Estate of Margaret Lou West, for the purpose of constructing the Jonesboro Road Senior Village Project at 3825 Jonesboro Road, South Fulton, Georgia 30213.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed Jonesboro Road Senior Village Project, a residential development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system prior to the issuance of a Land Disturbance Permit. The easement area to be conveyed to the County consists of 1,469 square feet and located in Land Lot 59 of the 9F District of Fulton County, Georgia

Community Impact: The community will benefit from the extension of the County's sewer system and the addition of a new senior multifamily residential development.

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

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

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

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

Project Name : Jonesboro Road Senior Village
Tax Parcel Identification No.: 09F130000591172
Land Disturbance Permit No.: 21S-016WR; LD-2021-07-004831 (City)
Zoning/Special Use Permit No.: N/A
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**SEWER EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF ~~FULTON~~ Forsyth

This indenture entered into this 21 day of **APRIL, 2022**, between **DELORES W. KUNEYL, NOT INDIVIDUALLY BUT AS EXECUTOR OF THE ESTATE OF MARGARET LOU WEST**, party of the first part (hereinafter referred to as Grantor), and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 59 of the 9th District, Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

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

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

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

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

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

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

Signed, sealed and delivered this 21
day of April, 20 22
in the presence of:

Janine Wilkerson
Witness

Michelle I Michalec
Notary Public

GRANTOR:

*Delores W. Kuneyl, not individually but as
Executor of the Estate of Margaret Lou West*

**DELORES W. KUNEYL, NOT
INDIVIDUALLY BUT AS
EXECUTOR OF THE ESTATE
OF MARGARET LOU WEST**

[NOTARIAL SEAL]

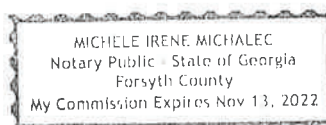


EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 59 of the 9th Land District of Fulton County, Georgia and being more particular described as follows;

COMMENCE at an iron pin set at the intersection of the northerly right of way of Georgia State Highway #138 (a.k.a. Jonesboro Road, 100 foot right of way) with the common Land Lot Line of Land Lots 58 and 59, said point being the **POINT OF COMMENCEMENT**;

THENCE continuing along the said right of way of Georgia State Highway #138 (a.k.a. Jonesboro Road) and the common Land Lot Line of Land Lots 58 and 59 the following three (3) courses and distances along a curve turning to the left having an arc length of 349.10 feet, a radius of 946.45 feet and being subtended by a chord having a bearing of South 43 degrees 57 minutes 06 seconds East for a distance of 347.13 feet to an iron pin set; THENCE along a curve turning to the left having an arc length of 585.38 feet, a radius of 946.45 feet and being subtended by a chord having a bearing of South 72 degrees 32 minutes 56 seconds East for a distance of 576.09 feet to a point; THENCE South 89 degrees 45 minutes 17 seconds West for a distance of 127.50 feet to an iron pin set, said point being the **TRUE POINT OF BEGINNING**;

THENCE leaving the said right of way North 00 degrees 00 minutes 18 seconds West for a distance of 16.28 feet to a point; THENCE South 85 degrees 05 minutes 09 seconds East for a distance of 181.07 feet to a point on the right of way of Georgia State Highway #138 (a.k.a. Jonesboro Road); THENCE along the said right of way South 89 degrees 45 minutes 17 seconds West for a distance of 180.40 feet to a point, said point being the **TRUE POINT OF BEGINNING**;

The above described easement contains 1,469 square feet or 0.034 acres.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0352

Meeting Date: 5/18/2022

Department

Real Estate and Asset Management

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

Request approval of a Resolution approving the conveyance of an Underground Utility Easement Agreement between Fulton County, Georgia and Georgia Power Company for the purpose of completing planned onsite improvements at 3960 Aero Drive; authorizing the Chairman to execute a Underground Utility Easement Agreement and related documents; authorizing the County Attorney to approve the Underground Utility Easement Agreement and related documents as to form and make necessary modifications thereof prior to execution. Effective upon BOC approval.

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

Pursuant to Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction and control over directing and controlling all property 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: . Planned onsite improvement to the Aircraft Rescue and Fire Fighting Facility ("ARFF") Phase II - Airport Administration Offices at 3960 Aero Drive, Atlanta, Georgia within the Fulton County Executive Airport requires the expansion of the onsite Underground Utility Easement

Area with the Georgia Power Company. Airport Consultants, Michael Baker International, have submitted construction plans that will increase the electrical load to the ARFF facility which has necessitated an upgrade and relocation of the onsite electrical transformer.

In accordance with Georgia Power's electrical service regulations all modification to existing service connections must acknowledge Georgia Power's easement interests in the area(s) on which their electrical service equipment is located.

The approval of the Fulton County Board of Commissioners is required to convey a real property interest in a County owned real property.

Community Impact: Planned improvements to the ARFF Facility will not impact the community.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the conveyance of the Underground Utility Easement Agreement between Fulton County and the Georgia Power Company for the purpose of completing planned improvements to the ARFF Facility Phase II - Administrative Offices.

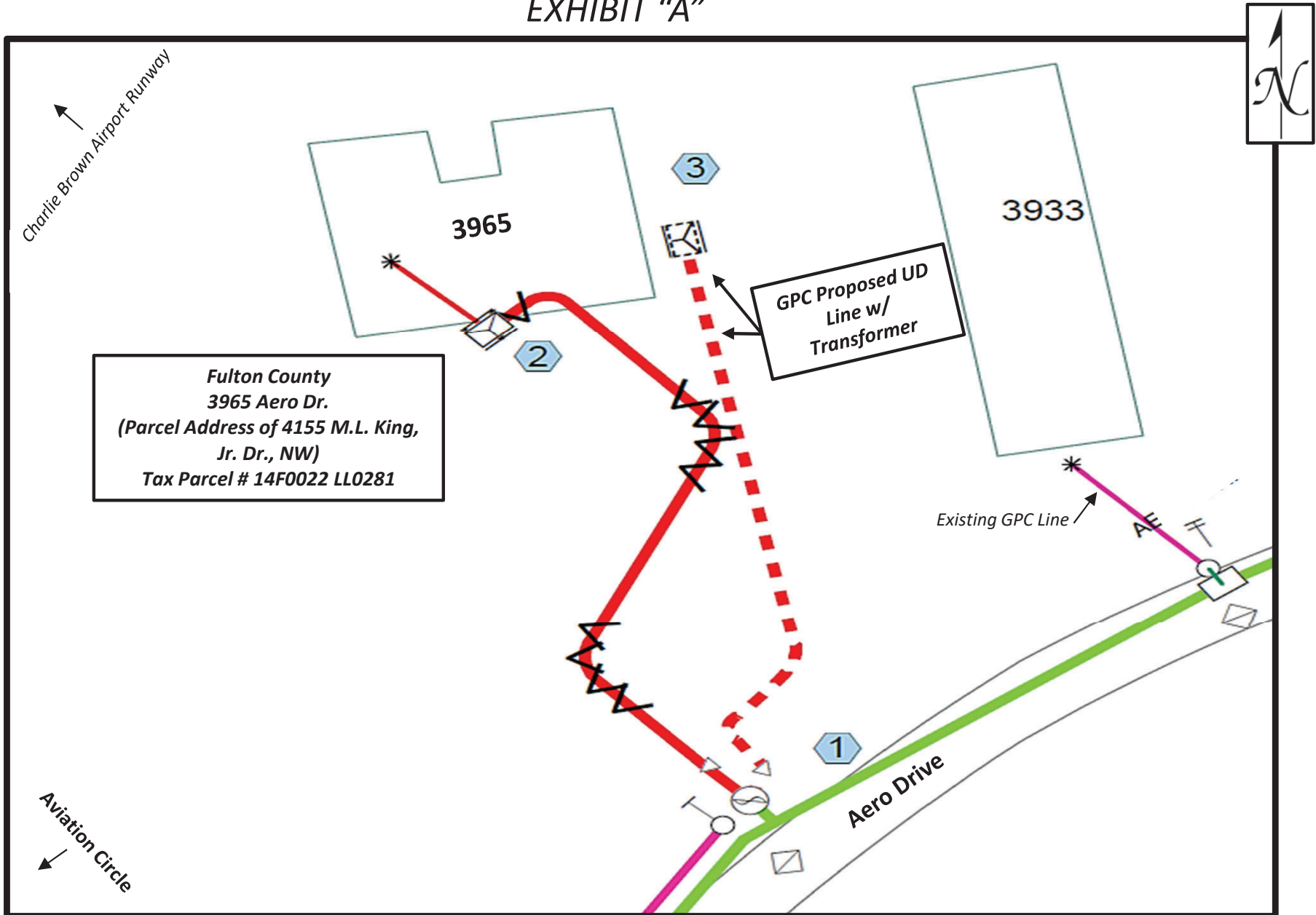
Project Implications: The Georgia Power Company will not complete planned onsite electrical equipment modifications without an executed utility easement agreement from the fee simple owner.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

History of BOC Agenda Item: This request is part of a second of a three Phase project to fully renovate the ARFF station. Phase I - Interior Demolition and Stabilization was completed in 2020. Phase III - Fire Fighters Quarters and Equipment -- is currently in the design phase.

EXHIBIT "A"



Parcel 001

DRAWING NOT TO SCALE

**3965 AERO DR. (FULTON COUNTY)
DISTRIBUTION LINE
LIMS #2022030313
Work Location(s): 1-3**



Release for Construction Agreement

To release 3965 Aero Drive, Atlanta, Georgia for construction, all of the following items must be verified. Complete this form, sign and return to GPC engineer:

 X The Underground Distribution Construction Agreement has been signed by the Customer / Developer.

 N/A The \$ 1,000.00 per service point underground service fee (where applicable) and any other CIAC has been paid.

 X The easement has been signed and properly witnessed by the Property Owner.

 X Lot Corners have been marked on the curb with paint in lieu of permanent property pins.

 N/A Clearance behind the curb of 12 feet is level with curb and free from obstructions and within three (3) inches of final grade.

 X Sewer laterals, water lines and any other privately owned facilities are adequately located and plainly marked.

 X Paving and curbing or final grading, as applicable, is complete.

 X The property owner / developer approves the distribution design and lighting represented on GPC's construction print.

Removal of unforeseen obstructions and supply of suitable backfill material,

 X A) will be provided by the Developer / Customer. The Developer / Customer agrees to remove rock and have suitable backfill available during construction while ensuring there are no construction delays.

-or-

 N/A B) will be provided for by Georgia Power crews / contractors. The Developer / Customer may be billed for any additional charges that GPC incurs for the rock removal and select dirt for backfill charged to Georgia Power if actual costs exceed cost allowances.

Erosion, Sedimentation, and Pollution Control Plan.

The Developer's Storm Water Pollution Prevention Plan (SWPPP) is in place and available for review. A certification Statement is available for GPC or its subcontractor to sign on the Developer's SWPPP. This project:

 X A) requires a NOI and a copy is enclosed, with the permit number, is enclosed. The owner/developer agrees to provide a copy of the Notice of Termination (NOT) when filed.

-or-

 N/A B) will not have land disturbance activities to more than one (1) acres of land in the common development or it will not trigger any other requirements of the *Georgia Water Quality Control Act*.

X The property owner/developer approves the distribution design and lighting represented on GPC's construction print.

 X Emergency and Standby Generation will be installed on-site: X No Yes – if yes, then the installation must meet requirements as stated in GPC Distribution Bulletin 18-23, and the application referenced below must be completed.

 X The Application for Emergency and Standby Generation Installation & Operation document has been completed and returned to a GPC Engineer or Key Account Manager.

GPC scheduling meetings are usually held weekly. After being released for construction, the job will be scheduled and the Customer / Developer will be notified of the proposed start date.

Signed, sealed and delivered this _____ day of _____, 2022 in the presence of:

Fulton County, a political subdivision of the State of Georgia

Witness

Notary Public

By: _____

Robert L. Pitts, Chairman

Fulton County Board of Commissioners

Attest: _____

[Notarial Seal]

Tonya Grier,

Clerk to the Commission

APPROVED AS TO FORM

This _____ day of _____, 2022.

County Attorney

1 A RESOLUTION APPROVING THE CONVEYANCE OF A UNDERGROUND UTILITY
2 EASEMENT AGREEMENT BETWEEN FULTON COUNTY, GEORGIA, AND THE
3 GEORGIA POWER COMPANY FOR THE PURPOSE OF COMPLETING PLANNED
4 ONSITE IMPROVEMENTS AT 3960 AERO DRIVE; AUTHORIZING THE CHAIRMAN
5 TO EXECUTE AN UNDERGROUND UTILITY EASEMENT AGREEMENT AND
6 RELATED DOCUMENTS; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE
7 THE UNDERGROUND UTILITY EASEMENT AGREEMENT AND RELATED
8 DOCUMENTS AS TO FORM AND MAKE NECESSARY MODIFICATIONS THEREOF
9 PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.

10
11
12 **WHEREAS**, Fulton County, Georgia ("Fulton County"), is a political subdivision
13 of the State of Georgia, existing as such under and by the Constitution, statutes, and
14 laws of the State; and

15 **WHEREAS**, Fulton County is the owner of a tract of land in Fulton County,
16 Georgia, lying north and northwesterly of M. L. King, Jr. Drive and east and
17 southeasterly of the Chattahoochee River, comprising nine hundred eighty-five (985)
18 acres, more or less, which Fulton County has developed for use as an airport commonly
19 referred to as the Fulton County Executive Airport – Charlie Brown Field, hereinafter
20 referred to as the "Fulton County Executive Airport;" and

21 **WHEREAS**, it has been determined by Georgia Power Company and the
22 Department of Real Estate and Asset Management ("DREAM") that planned onsite
23 improvements to the Aircraft Rescue and Fire Fighting ("ARFF") Facility Phase II –
24 Airport Administration Offices at 3960 Aero Drive, Atlanta, Georgia at the Fulton County
25 Executive Airport, will require that the County convey a Utility Easement Area to
26 Georgia Power Company; and

27 **WHEREAS**, DREAM recommends approval for the granting of a utility easement
28 to Georgia Power Company at Fulton County Executive Airport in Fulton County,

Georgia located in 14FF District of Land Lots 16 & 22 and more particularly described in Exhibit "A", attached hereto; and

WHEREAS, pursuant to Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction and control over directing and controlling all property of the County.

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Fulton County, Georgia, hereby approves of the conveyance of utility easement from Fulton County to the Georgia Power Company, as more particularly described in Exhibit "A" attached hereto.

BE IT FURTHER RESOLVED, that the Chairman of Fulton County Board of Commissioners is hereby authorized and directed to execute and deliver a utility easement agreement and other necessary documents to Georgia Power Company to complete the transfer of the real property rights.

BE IT FURTHER RESOLVED that prior to execution of any documents, the County Attorney shall approve all documents as to form and make any necessary changes thereto to protect the County's interests.

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 such conflict.

SO PASSED AND ADOPTED, this ____ day of _____ 2022.

FULTON COUNTY BOARD OF COMMISSIONERS:

Robert L. Pitts
Chairman

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ATTEST:

Tonya R Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

P:\CALegislation\Land\3965 Aero Road Georgia Power Easement Agreement Resolution.doc

Tax Parcel ID = 14F0022 LL0281
After recording, return to:
Georgia Power Company
Attn: Land Acquisition (Recording)
241 Ralph McGill Blvd NE
Bin 10151
Atlanta, GA 30308-3374

PROJECT 2022030313	LETTER FILE	DEED FILE	MAP FILE
ACCOUNT NUMBER 10549137-GPC9596-VBS-0			
NAME OF LINE/PROJECT: 3965 Aero Drive (FULTON COUNTY) DISTRIBUTION LINE			
PARCEL NUMBER 001			

STATE OF GEORGIA
FULTON COUNTY

UNDERGROUND EASEMENT

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, **FULTON COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA** (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is **141 Pryor St SW, # 7000, Atlanta, GA 30303-3466**, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at 4155 M.L. King Jr, Drive NW, Atlanta, Georgia 30336 (Tax Parcel ID No. 14F0022 LL0281) in Land Lot 16, 22 of the 14FF District of Fulton County, Georgia.

The "Easement Area" is defined as any portion of the Property located within ten (10) feet of the centerline of the underground distribution line(s) and related equipment as installed in the approximate location shown on "Exhibit A" attached hereto and made a part hereof.

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with wires, transformers, service pedestals, manholes, conduits, cables and other necessary apparatus, fixtures and appliances; the right to stretch communication or other lines of any other company or person under the Easement Area; the right to assign this Underground Easement in whole or in part; the right at all times to enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear of said underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said underground lines, transformers, fixtures, and appliances; the right of ingress and egress over the Property to and from the Easement Area; and the right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Company shall remain the property of the owner of said timber.

PARCEL 001 NAME OF 3965 AERO DRIVE (FULTON COUNTY) DISTRIBUTION LINE/ PROJECT:
LINE

The Undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

(Signature(s) on Following Page(s))

Parcel 001 Name of Line/ Project

3945 Aero Drive (FULTON COUNTY)

DISTRIBUTION LINE

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their
Hand (s) and seal(s), this _____ day of _____, 2022;

Signed, sealed and delivered this _____ day of _____,
_____, 2022 in the presence of:

**Fulton County, a political subdivision of the
State of Georgia**

Witness

By: _____

Robert L. Pitts, Chairman

Fulton County Board of Commissioners

Notary Public

Attest: _____

Tonya Grier,
Clerk to the Commission

[Notarial Seal]

APPROVED AS TO FORM

This _____ day of _____, 2022.

Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0353

Meeting Date: 5/18/2022

Department

Real Estate and Asset Management

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

Request approval of Resolution approving a Consent to Use Agreement between Fulton County, Georgia, and TowerCom V.B. LLC, a Delaware limited liability company, and the City of Chattahoochee Hills related to the installation of a cell tower at Cochran Mill Park; Authorizing the Chairman to execute a Consent to Use agreement to carry out this purpose; authorizing the County Attorney to approve the Consent to Use agreement as to form prior to execution by the Chairman; and for other purposes.

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

Pursuant to Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the county, as they may deem expedient, according to law.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The Fulton County Department of Real Estate and Asset Management has received a request from the City of Chattahoochee Hills to execute a Consent to Use Agreement addressing a

public use deed restriction in the Quit Claim Deed executed on March 17, 2010, Deed Book 49534 Page 553, that conveyed the real property formally known as Cochran Mill Park to the City of Chattahoochee Hills.

The City of Chattahoochee Hills has executed a cellular lease agreement with TowerCom V.B. LLC that will permit the installation of a cell tower at Cochran Mill Park. Prior to incurring costs related to the installation of the cell tower, TowerCom and the City of Chattahoochee Hills are requesting the County confirm in writing that the installation of the tower does not violate the public use restriction. In addition to providing convenience to park visitors and the surrounding area, the addition of cellular telecommunication services will provide needed security to park visitors and the surrounding community.

Community Impact: TowerCom V.B. LLC and the City of Chattahoochee Hills' planned cell tower installation within Cochran Mill Park will enhance wireless cellular services for all residents and visitors to the City of Chattahoochee Hills.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the Consent to Use Agreement for the purpose of acknowledging that the cell tower installation does not violate the public purpose deed restrictions contained in the Quit Claim Deed from Fulton County to the City of Chattahoochee Hills.

Project Implications: Installation of a new cell tower at Cochran Mill Park requires the approval of the Fulton County Board Commissioners prior to installation.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

History of BOC Agenda Item: The Fulton County Board of Commissioners approved the conveyance of Cochran Mill Park via Quit Claim Deed at the Board of Commissioners Meeting held March 17, 2010 as Agenda Item 10-0348.

After recording, return to:

Brian P. Cain, Esq.
Holt Ney Zatcoff & Wasserman, LLP
100 Galleria Parkway, Suite 100
Atlanta, Georgia 30339

Cross-Reference:

Deed Book 49534, Page 553
Deed Book 64330, Page 672
Deed Book 65567, Page 633
Deed Book 65588, Page 253
Fulton County, Georgia records

Site Name: Upper Wooten Road

CONSENT TO USE

This Consent to Use (this “**Consent**”) is executed and delivered as of the _____ of _____, 2022, by FULTON COUNTY, GEORGIA, a county government organized under the laws of the State of Georgia (“**Fulton County**”), to and in favor of the CITY OF CHATTAHOOCHEE HILLS, a municipal corporation of the State of Georgia, (the “**City**”), and TOWERCOM V-B, LLC, a Delaware limited liability company, and its successor and assigns (“**TowerCom**”).

W I T N E S S E T H:

WHEREAS, the City is the owner of that certain property described in **Exhibit A**, attached hereto and made a part hereof, commonly known as Cochran Mill Park (the “**Property**”);

WHEREAS, the City and Cellco Partnership d/b/a Verizon Wireless (“**Verizon**”), entered into that certain Land Lease Agreement dated August 5, 2021 (the “**Tower Lease**”), for the lease of a 10,000 square foot portion of the Property for a telecommunications facility, as more particularly described in **Exhibit B** attached hereto and made a part hereof (the “**Tower Land**”); as memorialized by the Memorandum of Land Lease Agreement dated August 11, 2021, and recorded August 18, 2021, in Deed Book 64330, Page 672, Fulton County Clerk of Superior Court records;

WHEREAS, Verizon assigned all of its rights, title and interest in and to the Tower Lease to TowerCom pursuant to the Assignment and Assumption of Land Lease Agreement dated March 30, 2022; as memorialized by the Memorandum of Assignment of Land Lease Agreement

dated April 14, 2022, and recorded April 18, 2022, in Deed Book 65567, Page 633, and re-recorded April 21, 2022, in Deed Book 65588, Page 253, aforesaid records;

WHEREAS, pursuant to the Quitclaim Deed from Fulton County to the City dated March 17, 2010, and recorded November 5, 2010, in Deed Book 49534, Page, 553, aforesaid records, the Property shall be used in perpetuity as park property and/or greenspace, and the Property shall be made available to residents of Fulton County and the City of Chattahoochee Hills (collectively, the “**Restriction**”); and

WHEREAS, the Property shall remain park property, and the telecommunications facility will be a benefit to the public’s use and enjoyment of the Property; therefore, Fulton County believes that the use of the Tower Land by TowerCom does not violate the Restriction;

NOW THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fulton County agrees as follows:

1. Fulton County hereby consents to the use of the Tower Land for a telecommunications facility for the term of the Tower Lease. Fulton County agrees not to enforce the Restriction against the City, TowerCom or its tenants, successors and assigns with respect to the Tower Land during the term of the Tower Lease.

2. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3. This Consent shall be construed and interpreted pursuant to the laws of the State of Georgia.

4. This Consent may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Fulton County has executed this Consent as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My commission expires _____

[NOTARIAL SEAL]

FULTON COUNTY, GEORGIA, a county
government organized under the laws of the
State of Georgia

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

Attest: _____
Tonya R. Grier
Clerk to the Commission

Approve as to form:

Office of the County Attorney

EXHIBIT A

The Property

All that tract or parcel of land lying and being in Land Lots 37, 28, 27, 38, 6, 7 and 26 of the 8th Land District, 2nd Section, Fulton County, Georgia, City of Chattahoochee Hills and being more particularly described as follows:

Beginning at a concrete monument located on the westerly line of Land Lot 28, said concrete monument being South 0°11' 43" West, a distance of 454.06' from an iron pin found at the common corner of Land Lots 36, 29, 37 and 28. Said point being the POINT OF BEGINNING; thence South 39°33'38" East, a distance of 3120.38' to concrete monument located on the south line of Land Lot 28; thence along said Land Lot line South 89°35'17" East, a distance of 995.30' to a concrete monument at the come common to Land Lots 28, 5, 27 and 6; thence along the east line of Land Lot 27 South] 00° 19'32"1 East, a distance of 2181.03' to a concrete monument; thence departing said Land Lot line South 89°09'08" East, a distance of 400.32' to a concrete monument; thence South 00°18'43" East, a distance of 491.29' to a concrete monument; thence South 89°12'5" East, a distance of 1332.77' to the right of way of Cochran Mill Road (60' r/w) thence along said right of way along a curve to the left an arc distance of 349.30', said curve having a radius of 1053.19' and being subtended by a chord distance of 347.70' and a chord bearing of South 03°43'18" West; thence continuing along said right of way; South C6°26'00" East, a distance of 1139.40' to a point; thence continuing along said right of way along a curve to the left, an arc distance of 658.80', said curve having a radius of 985.44' and being subtended by a chord distance of 646.60' and a chord bearing of South 25°34'45" East; thence continuing along said right of way South 45° 49'49" East, distance of 956.93' to a concrete monument; thence departing said right of way South 88°38'00" West, a distance of 2804.95' to a concrete monument on the east line of Land Lot 26; thence South 88°18'31" West, a distance of 1350.21' to a concrete monument thence North 01°20'59" West, a distance of 1815.80' to a concrete monument; thence North SS'WSS' West, a distance of 2654.56' to a concrete monument on the east line of Land Lot 38; thence along the said Land Lot line North 00°46'05" East, a distance o 509.54' to a rebar; thence departing said Land Lot line North 49°35'43" ,West, a distance of 1660.38' to a rebar set; thence North 00° 19T4*' West, a distance of 1996.43' to the centerline of Bear Creek; thence continuing along said creek centerline the following courses and distances: South 83°56'00" West, a distance of 155.15'; thence South 86° 07'46" West, a distance of 176.89'; thence North 74°46'52", West, a distance of 81.24' thence North 49°29'12" West, a distance of 81.13'; thence North 25°38'49" West, distance of 74.76'; thence North 15°18'58" West, a distance of 81.31'; thence North 11°04'13" West, a distance of 67.20'; thence North 38°44'50" East, a distance of 89.93' thence departing said creek centerline North 85°46r27" East, a distance of 1788.48' to the POINT OF BEGINNING.

Said described tract containing 552.493 Acres.

EXHIBIT B

Tower Land

All that tract or parcel of land lying and being in Land Lot 7, 8th District, 2nd Section, City of Chattahoochee Hills, Fulton County, Georgia, being a part of the lands of City of Chattahoochee Hills, Georgia, as recorded in Deed Book 49534 Page 553, Fulton County lands records, being more particularly described as follows:

To find the point of beginning, commence at a concrete monument found on the southwesterly right-of-way line of Cochran Mill Road (having a 60-foot right-of-way), said concrete monument marking the southeast corner of Tract 1 of said lands described in Deed Book 49534 Page 553, said concrete monument having a Georgia Grid North, NAD83, West Zone Value of N: 1299061.3635, E: 2130669.1242; thence along said southwesterly right-of-way line of Cochran Mill Road, North 44°46'24" West, 606.90 feet to a point having a Georgia Grid North, NAD83, West Zone Value of N: 1299492.1997, E: 2130241.6840; thence leaving said southwesterly right-of-way line of Cochran Mill Road and running, South 53°40'45" West, 120.30 feet to a point; thence, South 42°48'46" West, 99.39 feet to a point; thence, South 44°46'24" East, 46.06 feet to a point on the northwesterly line of the Lessee Premises; thence along said Lessee Premises, North 45°13'36" East, 50.00 feet to a point and the true POINT OF BEGINNING; Thence running, South 44°46'24" East, 100.00 feet to a point; Thence, South 45°13'36" West, 100.00 feet to a point; Thence, North 44°46'24" West, 100.00 feet to a point; Thence, North 45°13'36" East, 100.00 feet to a point; and the POINT OF BEGINNING.

Said tract contains 0.2296 acres (10,000 square feet), more or less.

1 A RESOLUTION APPROVING A CONSENT TO USE AGREEMENT BETWEEN
2 FULTON COUNTY, GEORGIA, AND TOWERCOM V.B. LLC, A DELAWARE LIMITED
3 LIABILITY COMPANY, AND THE CITY OF CHATTAHOOCHEE HILLS RELATED TO
4 THE INSTALLATION OF A CELL TOWER AT COCHRAN MILL PARK; AUTHORIZING
5 THE CHAIRMAN TO EXECUTE A CONSENT TO USE AGREEMENT TO CARRY OUT
6 THIS PURPOSE; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE THE
7 CONSENT TO USE AGREEMENT AS TO FORM PRIOR TO EXECUTION BY THE
8 CHAIRMAN; AND FOR OTHER PURPOSES.

9 WHEREAS, on or about March 17, 2010, Fulton County (the "County") transferred
10 to the City of Chattahoochee Hills (the "City") via Quit Claim Deed 800.09 acres +/- of
11 land commonly known as Cochran Mill Park located in Land Lots 10, 11, 22, and 23 of
12 the 7th District of Fulton County, Georgia and Land Lots 6, 7, 26, 27, 28, 37, and 38 of the
13 8th District, 2nd Section of Fulton County, Georgia (the "Property"); and

14 WHEREAS, the Property was acquired or developed with federal financial
15 assistance provided by the National Park Service and Department of Interior on the
16 condition that the property remain a public outdoor recreation use; and

17 WHEREAS, the March 17, 2010 Quit Claim Deed included language stating that
18 the transfer was "subject to the covenant and use restriction that it shall be used in
19 perpetuity as park property and/or greenspace"; and

20 WHEREAS, the City and Cellco Partnership d/b/a Verizon Wireless ("Verizon"),
21 entered into that certain Land Lease Agreement dated August 5, 2021 (the "Tower
22 Lease"), for the lease of a 10,000 square foot portion of the Property for a
23 telecommunications facility; and

24 WHEREAS, Verizon assigned all of its rights, title and interest in and to the Tower
25 Lease to TowerCom V.B. LLC ("TowerCom"); and

1 **WHEREAS**, the cell tower will be used to provide telecommunication services to
2 visitors of Cochran Mill Park and the surrounding area; and

3 **WHEREAS**, these telecommunication services will provide needed security for
4 park visitors and the surrounding area; and

5 **WHEREAS**, in light of the restrictions contained in the March 17, 2010 Quit Claim
6 Deed, the City and TowerCom have approached the County with a request to approve
7 the installation of the monopole cell tower on the Property and confirm that the County
8 does not believe the Lease violates the restrictions contained in the Quit Claim Deed; and

9 **WHEREAS**, except for the Consent to Use Agreement, Cochran Mill Park will
10 remain a public park and greenspace in accordance with the restrictions contained in the
11 March 17, 2010 Quit Claim Deed; and

12 **WHEREAS**, the County, the City and TowerCom have negotiated a mutually
13 acceptable Consent to Use agreement, attached hereto as Exhibit "A", capable of being
14 recorded in the real estate records of Fulton County, Georgia' and

15 **WHEREAS**, the County approves the installation of the monopole cell tower on the
16 Property to provide telecommunications services to the Property and surrounding area to
17 improve the safety of park visitors and does not believe the Lease violates the restrictions
18 contained in the Quit Claim Deed; and

19 **WHEREAS**, that the Board of Commissioners finds that the installation of a
20 monopole cell tower on the Property will provide needed telecommunications services to
21 visitors of Cochran Mill Park and the surrounding area; and

1 **WHEREAS**, that the Board of Commissioners finds that the telecommunication
2 services to be provided by the monopole cell tower will improve the security at Cochran
3 Mill Park and will not violate the restrictions contained in the March 17, 2010 Quit Claim
4 Deed; and

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

8 **NOW THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
9 approves the Consent to Use Agreement with the City and TOWERCOM V-B, LLC, in
10 substantially the form attached hereto as Exhibit "A", which is fully incorporated herein.

11 **BE IT FURTHER RESOLVED**, that the Chairman of Fulton County Board of
12 Commissioners is hereby authorized and directed to execute and deliver the Consent to
13 Use Agreement to the City and to TowerCom V.B. LLC.

14 **BE IT FURTHER RESOLVED**, that prior to execution of any documents, the
15 County Attorney shall approve any and all documents as to form and make any necessary
16 modifications thereto to protect Fulton County's interests.

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

1 **SO PASSED AND ADOPTED**, this _____ day of May 2022.

2
3 **FULTON COUNTY BOARD OF**
4 **COMMISSIONERS:**

5
6
7 _____
8 Robert L. Pitts, Chairman
9

10
11 **ATTEST:**

12
13
14 _____
15 Tonya R. Grier, Clerk to the Commission

16 **APPROVED AS TO FORM:**

17
18 _____
19 Y. Soo Jo, County Attorney
20

21 P:\CALegislation\Land\05.10.2022 Resolution Approving Consent to Use Agreement for TowerCom at Cochran Mill Park.docx



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0354

Meeting Date: 5/18/2022

Department

Juvenile Court

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

Request approval to award a contract without competition - Juvenile Court, 22SS013A-CJC, Justice Case Activity Tracking System in the amount not to exceed \$421,000.00, with Canyon Solutions INC, (Phoenix, Arizona) to provide implementation of data collection and reporting updates to the Fulton County Juvenile Court's case management system, JCATS (Justice Case Activity Tracking System) which will further the goal of tracking recidivism rates and other youth outcomes to measure implementation progress and guide implementation improvements. Effective upon BOC approval. 100% Grant funded.

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)*

Choose an item.

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 Fulton County Juvenile Court (FCJC) seeks to further its mission to use Canyon Solutions, INC, to provide additional data collection and reporting updates to Fulton County Juvenile Court's case management system, JCATS (Justice Case Activity Tracking System).

Scope of Work: Implementation of the additional data collection and reporting updates to Fulton County Juvenile Court's case management system, JCATS (Justice Case Activity Tracking System) will further the goal of: Tracking recidivism rates and other youth outcomes to measure implementation progress, share these data with system leaders and policymakers, use data to hold providers and agencies accountable for results, and guide implementation improvements. The new service scope of work will begin May 4, 2022 through September 30, 2022.

Community Impact: Currently the contractor provides proprietary software. Canyon Solutions INC designed and developed JCATS and is the sole, exclusive owner of the software and all related materials. The licenses, application software and hardware support being requested can only be procured through the manufacturer and creator of the system.

Department Recommendation: Juvenile Court recommends the approval to award contract without competition to provide software upgrades.

Project Implications: The approval of this item will allow for immediate upgrades to the Justice Case Activity Tracking System. Justice Case Activity Tracking System will include an automation for various work queues to be put in place so that service providers for youth can upload and submit attendance and program status records on youth enrolled in their programs.

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

Department Issues/Concerns: .It will jeopardize Juvenile Court's ability to develop an automated method to submit documents including court orders to be filed electronically within the court's case management system.

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

Contract Value:	\$421,000.00
Prime Vendor:	Canyon Solutions, INC
Prime Status:	Non-Profit
Location:	Phoenix, AZ 85004
County:	Maricopa, County
Prime Value:	\$421,000.00 or 100.00%
Total Contract Value:	\$421,000.00 or 100.00%
Total M/FBE Value:	Non-Profit

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

Exhibit 1: Fulton County Justification

Exhibit 2: Contractor Performance Report

Exhibit 3: Sole Source Letter

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

Mr. Timothy Ezell, Chief Administrator Officer, (404)-613-4681.

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00

This Request: \$421,000.00

TOTAL: \$421,000.00

Grant Information Summary

Amount Requested: \$421,000.00

Match Required: No Match

Start Date: May 1, 2022

End Date: September 30, 2022

Match Account \$: \$0.00

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

Fiscal Impact / Funding Source

Funding Line 1: 461-405-YCPG-1160: Grant, Juvenile Court, Professional Services, \$421,000.00.

Funding Line 2:

[Click here to enter text.](#)

Funding Line 3:

[Click here to enter text.](#)

Funding Line 4:

Agenda Item No.: 22-0354

Meeting Date: 5/18/2022

[Click here to enter text.](#)

Funding Line 5:

[Click here to enter text.](#)

Key Contract Terms	
Start Date: 5/4/2022	End Date: 9/30/2022
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: Click here to enter text.

Overall Contractor Performance Rating:3.0

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2021

Report Period End:
12/31/2021



JUSTIFICATION AND APPROVAL FOR ALLOWING AWARD OF CONTRACT WITHOUT COMPETITION

(Section A must be completed by the User Department and then submitted to the Department of Purchasing & Contract Compliance)

SECTION A

Department: *Juvenile Court*

Department Contact: *Timothy W. Ezell, Chief Administrative Officer/Court Administrator*

Description of Supplies/Services: *Canyon Solutions, Inc., Software Application Support*

Demonstration of Contractor's Unique Qualifications:

This sole source request serves to allow Fulton County to utilize the full suite of applications offered by the vendor to provide implementation of data collection and reporting updates to the Fulton County Juvenile Court's case management system, JCATS (Justice Case Activity Tracking System).

Currently, the Canyon Solutions, Inc., provides proprietary software for JCATS system for Juvenile Court. Software application system and database was custom designed by Canyon Solutions, Inc., specifically for Fulton County Juvenile Court. Canyon Solutions, Inc, owns the software code and all rights to the software.

If the County do not approve Canyon Solutions, Inc., There is no other vendor that can access the JCATS system.

A Sole Source letter from the Contractor is included.

(Section B must be completed by the Department of Purchasing & Contract Compliance)

SECTION B

MARKET SURVEY

Results of Market Survey: No responses were received

Date Public Notice posted on website: February 23, 2022

Date Public Notice closed: March 2, 2022

REVIEW OF OFFER(S)

Were any offers received (Y/N): No

Number of offers received: None

Respondents: None

Date Offers submitted to User Department for review: March 2, 2022

User Department review and recommendation: The user department recommends Canyon Solutions, Inc. as a Sole Source Procurement to update Fulton County Juvenile Court's Case Management System Justice Case Activity Tracking System (JCATS).

Purchasing Agent review and recommendation: Purchasing concurs with the user department.

CERTIFICATION

Having conducted a good faith review of source availability regarding the materials, goods and or services stipulated herein, subsequent to consultation with the County Manager and the recommendation of the User Department, it has been determined that there is only one source available for the required work, labor or service to be done or the supplies, materials, or equipment to be furnished pursuant to the Fulton County Code of Ordinances §102-384, Award without Competition.

I, Felicia Strong-Whitaker, Director, certify that the facts and representations under my cognizance which are included in this justification and its supporting documentation which form the basis for this justification are complete and accurate.

Felicia Strong-Whitaker
Director

Date

I, Dick Anderson, County Manager, certify that the facts and representations under my cognizance which are included in this justification and its supporting documentation which form the basis for this justification are complete and accurate.

Dick Anderson
County Manager

Date

February 22, 2022

Mr. Timothy W. Ezell
Chief Administrative Officer/Court Administrator
Fulton County Juvenile Court
395 Pryor Street SW, Suite J4 2118
Atlanta, GA 30312

Mr. Ezell,

Canyon Solutions designed and developed Jcats and is the sole, exclusive owner of the software and all related materials. Canyon Solutions is the sole provider of modifications to the software. Any modifications to the software or any related materials is expressly prohibited without the prior written consent of Canyon Solutions.

Thank you,



Terri Barrett
President
Canyon Solutions, Inc.



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2021	12/31/2021	1/1/2022	12/31/2022
Purchaser Order Number		Purchase Order Date	
DO 405 2022-AML(LN#234)		2/4/2022	
Department Juvenile Court			
Bid Number		Service Commodity	
DO 405 2022-AML(LN#234)		Software Maintenance/Support	
Contractor : Canyon Solutions, Inc.			
Performance Rating			
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	JCATS is 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 .	
	1		
	2		
X	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	JCAT delivers on services needed to be provided within the time frame.	

	1
	2
X	3
	4

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
	0	Representative from Canyon solution provide prompt response when inquires are made.
	1	
	2	
X	3	
	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)
	0	The service quality level provided by Canyon Solution is good.
	1	
	2	
X	3	
	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
	0	
	1	
	2	
X	3	
	4	

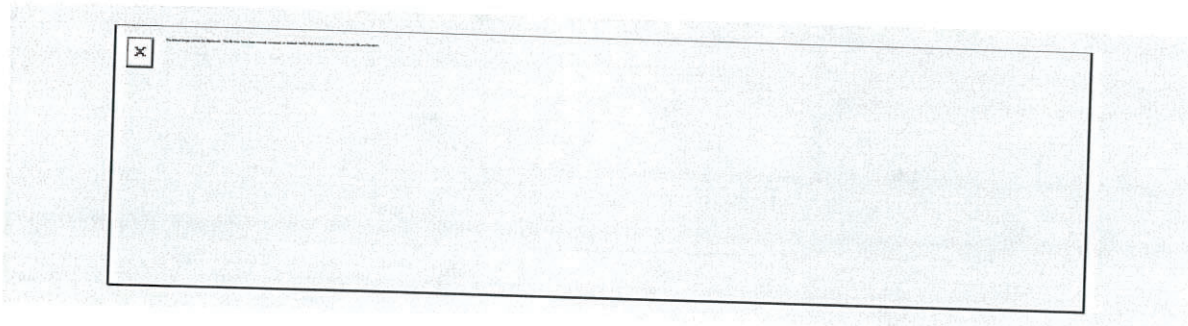
Overall Performance Rating	3.0	Date 3/21/2022	
Would you select/recommend this vendor again?		Yes	
Rating completed by: Timothy Ezell			
Department Head Name:		Timothy Ezell, Chief Administrative Officer	
Department Head Signature		<i>Timothy Ezell</i>	

Baker, Vinyl

From: Neighbors, Julia
Sent: Tuesday, April 19, 2022 2:38 PM
To: Baker, Vinyl
Subject: FW: Grant Award Modification for an award from DOJ is Approved

Julia Neighbors, JD
Deputy Chief Administrative Officer
Fulton County Juvenile Court
395 Pryor Street, Suite 2122
Atlanta, GA 30312
404-612-7521 office
678-576-7334 mobile
Julia.neighbors@fultoncountyga.gov

From: Default <do-not-reply@ojp.usdoj.gov>
Sent: Tuesday, April 19, 2022 2:03 PM
To: Neighbors, Julia <Julia.Neighbors@fultoncountyga.gov>; Julia.Alanen@usdoj.gov
Subject: Grant Award Modification for an award from DOJ is Approved



The request for a Sole Source Approval grant award modification, GAM-555770, for award number 2017-CZ-BX-0028 under the solicitation *OJJDP FY 2017 Second Chance Act: Implementing County and Statewide Plans To Improve Outcomes for Youth in the Juvenile Justice System* is approved. Please log into DOJ's JustGrants system at [JustGrants](https://www.justgrants.gov).



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0355

Meeting Date: 5/18/2022

Department

Juvenile Court

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

Request approval to extend an existing contract, Juvenile Court - 19RFP100119A-CJC, Specific Evidence-Based Delinquency Prevention Programming with Chris 180 to align the existing term October 1, 2020 through September 30, 2021 to a new contract term of June 1, 2022 through September 30, 2022 for the (2017-CZ-BX-0028) Second Chance grant. Effective upon BOC approval.

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)*

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 *(Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Fulton County Juvenile Court is requesting approval of an extension of existing contractual agreement Juvenile Court-19RFP100119A-CJC, Specific Evidence-Based Delinquency Prevention Programming, with Chris 180.

Fulton County Juvenile Court has been awarded funding from the Office of Juvenile Justice Delinquency and Prevention (OJJDP) Second Chance Act grant. One of the objectives of this

initiative is to provide evidence based therapeutic services to court involved children who are identified as moderate or high risk to re-offend, as determined by the utilization of objective risk and needs screening instruments.

Scope of Work: The Fulton County Juvenile Court (FCJC) seeks to further its mission to rehabilitate children and restore families through the continued provision of evidence based therapeutic treatment and intensive in-home family-based services to children who meet prescribed eligibility criteria and who otherwise would potentially be committed to placements outside of their home environment. These support services include family/group reintegration and prevention services, as well as psychological evaluations. The specific model implemented through the Second Chance Act grant is Trauma Focused - Cognitive Behavioral Therapy (TF-CBT). Trauma Focused - Cognitive Behavioral Therapy has been identified by the Court as an effective means by which to address court involved children's varying levels of exposure to traumatic experiences which may significantly impact their propensity for participation in delinquent behavior

Community Impact: Countywide impact includes the provision of evidence-based services to children and families in an effective manner that leads to the successful completion of court ordered supervision conditions; and the reduction of juvenile delinquency re-offense rates by providing high quality and high-fidelity evidence-based service delivery for children and families.

Department Recommendation: The Juvenile Court recommends contract be amended for the implementation of TF-CBT evidence-based services to court involved children and families.

Community Issues/Concerns: No issues have been raised.

Department Issues/Concerns: The increase in Juvenile crime and delinquency not only demands an alternative to incarceration also a proven practice to help prevent juvenile crime and delinquency. Therefore, there is continued demand for increasing support for evidence-based programming that will reduce youth commitments to state facilities or the adult criminal justice center.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	19-0991	12/04/2019	\$214,783.00
1st Renewal	20-0473	07/08/2021	\$217,905.00
2 nd Renewal	21-0599	08/18/2021	\$403,480.00
Extension #1 Amendment			\$99,718.00
Total Revised Amount			\$935,886.00

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

Contract Value: \$99,718.00

Prime Vendor: Christ 180 (Formally Chris Kids)

Prime Status: Non-Profit

Location: Atlanta, GA

County: Fulton County
Prime Value: \$99,718.00 or 100.00%
Total Contract Value: **\$99,718.00 or 100.00%**
Total MBE Value: **Non- Profit**

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

Exhibit 1: Contractor Performance Report

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

Mr. Timothy Ezell, Chief Administrative Officer/Court Administrator, 404-613-4681.

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$126,000.00
Previous Adjustments: \$0.00
This Request: \$99,718.00
TOTAL:

Grant Information Summary

Amount Requested:	\$99,718.00	<input type="checkbox"/>	Cash
Match Required:	No Match	<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:

461-405-YCPG-1160, Grant, Juvenile Court, Professional Services - \$99,718.00.

Key Contract Terms	
Start Date: 5/4/2022	End Date: 9/30/2022
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:3

Would you select/recommend this vendor again?

Yes

Report Period Start:
10/20/2020

Report Period End:
9/30/2021



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT

Report Period Start		Report Period End		Contract Period Start		Contract Period End	
10/20/2021		9/30/2021		10/20/2020		9-30/2021	
Purchaser Order Number				Purchase Order Date			
19RFP100-119-CJCRN1				4-14-2021			
Department JUVENILE COURT							
Bid Number				Service Commodity			
19RFP100119A-CJC				Specific Evidence-Based Delinquency Prevention Programming			
Contractor CHRIS180							
Performance Rating							
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	CHRIS180 provided trauma focused therapy to youth under the supervision of Juvenile Court. Services were delivered as outlined in the contract.					
	1						
	2						
x	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	Feedback and communication was timely and clear.					

	1
	2
X	3
	4

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
	0	Problems were addressed immediately.
	1	
	2	
x	3	
	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)
	0	There were issues with invoicing but after having several meetings, the issues were resolved.
	1	
	2	
x	3	
	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
	0	The personnel assigned to the contract are efficient, courtesy and experienced. They are invested in the well being of the youth and their family.
	1	
	2	
	3	
X	4	

Overall Performance Rating	3	Date	3-17-2022
Would you select/recommend this vendor again?	yes		
Rating completed by:	Tomiko D. Williams		
Department Head Name:	Timothy Ezell		
Department Head Signature	<i>Timothy Ezell</i>		



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0358

Meeting Date: 5/18/2022

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

Presentation of Proclamations and Certificates.

Proclamation recognizing "Public Works Week." **(Pitts)**

Proclamation recognizing "Certified Public Managers Appreciation Day." **(Hall)**

Proclamation recognizing "Inman Park Neighborhood Association Appreciation Day." **(Hall)**

Proclamation recognizing "Morris Brown College Appreciation Day." **(Hall)**

Proclamation recognizing "Slush Restaurant Appreciation Day." **(Hall)**

Proclamation recognizing "Rev. Dr. Gerald Durley Appreciation Day." **(Hall)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0360

Meeting Date: 5/18/2022

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

MARTA Quarterly Briefing



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0361

Meeting Date: 5/18/2022

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.: 22-0362

Meeting Date: 5/18/2022

Department

Purchasing & Contract Compliance

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

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background:

Attached is a list of emergency procurements for the County for the period 4/26/2022 through 5/6/2022.

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

Information provided on Spreadsheet

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

Joseph Davis, Director, Real Estate & Asset Management, (404) 612-3772

Fiscal Impact / Funding Source

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

FULTON COUNTY EMERGENCY PROCUREMENTS 4/26/2022 - 5/6/2022						
EMERGENCY RENTAL ASSISTANCE PROGRAM						
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
	No Report for this period					
			TOTAL			\$0.00

FEMA						
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
5/2/2022	Extension of contract to provide 3 "Light" Mobile Vaccine Units and Warehouse Support at 4700 Northpoint Parkway Warehouse for an additional three month period.	AFCEMA	Community Organized Relief Effort (CORE)	Non-Profit	FEMA	\$826,650.85
5/2/2022	To extend and amend the subject contract for additional services for EMSI to provide incident management assistance and support for 2022 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 6/30/2022	AFCEMA	Emergency Management Service International, Inc.	MBE	FEMA	\$225,000.00
			TOTAL			\$1,051,650.85

AMERICAN RESCUE PLAN						
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
4/26/2022	Equipment and supplies for EMA/Northpoint Parkway Warehouse	AFCEMA	Dana Safety Supply, Inc.,	Majority	ARPA	\$14,609.52
4/26/2022	Equipment, Furniture and Fixtures for 4700 Northpoint Parkway Warehouse	AFCEMA	Grainger Industrial Supply	Majority	ARPA	\$35,265.91
			TOTAL			\$49,875.43

OTHER EMERGENCY PROCUREMENTS						
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
4/29/2022	Emergency work to remove existing damaged sign and install new signage located at the intersection of Peachtree and Mitchell streets that was damaged by a high-speed police chase. The signage required removal so it would not present a danger to pedestrians.	Real Estate & Asset Management	DeNyse Companies, Inc.	Majority	General Fund	\$44,706.26
			TOTAL			\$44,706.26

Funding Source Legend

EERF	Emergency Expenditure Reserve Fund
FEMA Reimb	FEMA Reimbursement
ERAP	Emergency Rental Assistance
ARP	American Rescue Plan

GRAND TOTAL	\$1,146,232.54	
*PARTICIPATION GRAND TOTAL	\$319,581.69	
Certified Firms	\$225,000.00	70.40%

Certification Classification Legend

DBE	Disadvantage Business Enterprise
FBE	Female Business Enterprise
MBE	Minority Business Enterprise
SBE	Small Business Enterprise
SDVBE	Services Disable Veteran Business Enterprise

**Participation Spend does not include Government or Non-Profit Organizations*

TOTAL SPEND 2022	\$25,846,344.61	
*PARTICIPATION SPEND 2022	\$11,773,089.55	
TOTAL PARTICIPATION SPEND 2022	\$5,618,632.90	47.72%



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0363

Meeting Date: 5/18/2022

Department

Finance Department

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

Presentation, review and approval of May 18, 2022, Budget Soundings.

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

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

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

Open and Responsible Government

Is this a purchasing item?

No

Summary & Background

The May 18, 2022, 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

- **Alpharetta Jail Renovation - (PAGE 3)**

On May 4, 2022, the Board of Commissioners approved agenda Item #22-0314 authorizing the County Attorney to develop an Intergovernmental Agreement (IGA) with the City of Alpharetta for renovation of the Alpharetta Jail. This request is being submitted for BOC approval of the funds in the amount of \$517k that will be used for the renovation while the IGA is being developed for approval later. Funding will come from the Non-Agency soundings contingency budget.



MAY BUDGET SOUNDINGS

May 18, 2022

Presented

to the

Board of Commissioners

by the

Finance Department

GENERAL FUND

Strategic Priority Area: Open and Responsible Government

Action Required:

Provide funding for IGA agreement for the Alpharetta Jail Renovation in the amount of \$517k. Funding to be placed in Department of Real Estate and Asset Management's General Fund budget.

<u>Department of Real Estate & Asset Management</u>	<u>Increase</u>	<u>Decrease</u>
100-520-XXXX-XXXX	\$517,000	

Non-Agency

100-999-S999-1900		\$517,000
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Purpose (Justification)

On May 4, 2022, the Board of Commissioners approved agenda item #22-0314 authorizing the County Attorney to develop an intergovernmental Agreement (IGA) with the City of Alpharetta for renovation of the Alpharetta Jail. The request is being submitted for BOC approval of the funds in the amount of \$517k that will be used for the renovation while the IGA is being developed for approval later. Funding will come from the Non-Agency soundings contingency budget.

Included in Soundings per County Manager's direction.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0364

Meeting Date: 5/18/2022

Department

Library

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

Request approval to amend an existing contract - Fulton County Library System, RFP #11RFP78732K-NH, Furniture, Fixtures and Equipment (FF&E) Consulting Services for the Library Capital Improvement Program, Phase II (FCLS-CIP) with Hillsman, Inc. (Alpharetta, GA) in the amount of \$50,075.00 to provide additional interior design, furniture selection, procurement of furniture and furnishings and installation of all procured items for Peachtree Library, MLK Library and East Point Library Expansion. Effective upon BOC approval until projects are completed as determined by the County.

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)*

Arts and Libraries

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background To extend existing contract to provide additional interior design, furniture selection, procurement of furniture and furnishings and furniture installation for the completion of Phase II Library projects.

Scope of Work: The Fulton County Library System request approval to amend the existing contract with Hillsman, Inc. (FF& E Consultant) to provide interior design services, furniture selection, FF&E documentation and procurement and installation of furniture and furnishings for remaining Library CIP projects including Peachtree Library, MLK Library and East Point Library Expansion. Hillsman will continue to work with the County's selected Design/Build teams and representatives for the Library and Dream in the execution and delivery of the proposed additional services itemized below:

1. Peachtree Library

- Interior design
- Selection of furniture and furnishings
- FF&E documentation
- Procurement and installation of all required furniture, furnishings and equipment for the project
- Review and develop a Punch list of all deficiencies for all procured furniture items upon installation
- Monitor completion of all punch list items
- Serve as coordinator for all furniture and furnishings. Work with the owner and manufacturers during the warranty period to ensure any deficiencies that may arise are addressed and corrected as soon as possible

2. MLK Library

(Same scope as listed under Peachtree Library above)

3. East Point Library Expansion

- Interior design
- Selection of furniture and furnishings required for expansion areas of the library
- FF&E documentation
- Procurement and installation of all required furniture, furnishings and equipment for expansion areas of the library
- Review and develop a Punch list of all deficiencies for all procured furniture items upon installation
- Monitor completion of all punch list items
- Serve as coordinator for all furniture and furnishings. Work with the owner and manufacturers during the warranty period to ensure any deficiencies that may arise are addressed and corrected as soon as possible

Community Impact: This request involves the renovation of libraries in communities throughout the County.

Department Recommendation: The Fulton County Library System request approval to amend the existing contract to provide additional interior design, furniture selection, procurement of furniture and

furnishings and furniture installation for the completion of remaining Phase II Library projects to include Peachtree Library, MLK Library and East Point Library Expansion.

Project Implications: The cost of the requested service will be funded using library bond funds; therefore, it will not impact the County or Library operations.

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

Department Issues/Concerns: If this contract amendment is not approved, the Fulton County Library System will not be able to provide additional interior design, furniture selection, procurement of furniture and furnishings and installation of all procured items for Peachtree Library, MLK Library and East Point Library Expansion.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	11-0900	10/5/11	\$406,315.00
Amendment No. 1	13-0476	6/19/13	\$40,600.00
Contract Extension	17-0020	1/4/17	\$1,175,274.00
Amendment No. 2	20-0621	9/2/20	\$74,660.00
Amendment No. 3			\$50,075.00
Total Revised Amount			\$1,746,924.00

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

Contract Value: \$50,075.00
Prime Vendor: Hillsman, Inc.
Prime Status: African American Male Business Enterprise-Non-Certified
Location: Alpharetta, GA
County: Fulton County
Prime Value: \$50,075.00 or 100.00%

Total Contract Value: \$50,075.00 or 100.00%
Total M/FBE Value: \$50,075.00 or 100.00%

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

Exhibit 1: Amendment No. 3 to Form of Contract

Exhibit 2: Contractor's Performance Report

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$406,315.00
Previous Adjustments: \$1,290,534.00
This Request: \$50,075.00
TOTAL: \$1,746,924.00

Grant Information Summary

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

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

573-650-6500-L011- Library Bond Capital Phase 2, Library, Central Library- \$50,075.00

Key Contract Terms	
Start Date: 4/20/2022	End Date: Until Project Completion as Determine by th County
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Choose an item.

Agenda Item No.: 22-0364

Meeting Date: 5/18/2022

Report Period Start:
5/1/2020

Report Period End:
4/5/2022

AMENDMENT NO. 3 TO FORM OF CONTRACT

Contractor: **Hillsman, Inc.**

Contract No. **11RFP78732K-NH, Furniture, Fixture, and Equipment (FF&E)
Consultant Services for the Fulton County Library System Capital
Improvement Program, Phase II**

Address: **3000 Royal Boulevard South**
City, State **Alpharetta, GA 30022**

Telephone: **(678) 336-9119**

E-mail: [**edgarhillsman@hillsmaninc.com**](mailto:edgarhillsman@hillsmaninc.com)

Contact: **Edgar Hillsman,
President**

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Hillsman, Inc. to provide Professional Consulting Services for Furniture, Fixtures and Equipment for the Fulton County Library System Capital Improvement Program (CIP), dated 17th day of November, 2011, on behalf of the Fulton County Library System; and

WHEREAS, the purpose for this amendment is to add additional services interior design, furniture selection, procurement of furniture and furnishings and installation of all procured items for Peachtree Library, MLK Library and East Point Library Expansion; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on _____, **BOC Items #22-** _____.

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

This Amendment No. 3 to Form of Contract is effective as of the _____ day of _____, 2022, between the County and Hillsman, Inc., who agree that all Services specified will be performed in accordance with this Amendment No. 3 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To perform additional interior design services, furniture selection, FF&E documentation and procurement and installation of furniture and furnishings for remaining Library CIP projects including Peachtree

Library, MLK Library and East Point Library Expansion.

1. Peachtree Library

- Interior design
- Selection of furniture and furnishings
- FF&E documentation
- Procurement and installation of all required furniture, furnishings and equipment for the project
- Review and develop a Punch list of all deficiencies for all procured furniture items upon installation
- Monitor completion of all punch list items
- Serve as coordinator for all furniture and furnishings. Work with the owner and manufacturers during the warranty period to ensure any deficiencies that may arise are addressed and corrected as soon as possible

2. MLK Library

(Same scope as listed under Peachtree Library above)

3. East Point Library Expansion

- Interior design
- Selection of furniture and furnishings required for expansion areas of the library
- FF&E documentation
- Procurement and installation of all required furniture, furnishings and equipment for expansion areas of the library
- Review and develop a Punch list of all deficiencies for all procured furniture items upon installation
- Monitor completion of all punch list items
- Serve as coordinator for all furniture and furnishings. Work with the owner and manufacturers during the warranty period to ensure any deficiencies that may arise are addressed and corrected as soon as possible

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$50,075.00** (Fifty Thousand Seventy-Five Dollars and No Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 3 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. 3 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 3 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:

HILLSMAN, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Edgar Hillsman,
President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

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

Commission Expires: _____

(Affix Notary Seal)

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



**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			
Performance Rating			
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.: 22-0365

Meeting Date: 5/18/2022

Department

Library

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

Request approval to amend an existing contract - Fulton County Library System, 17RFP09920117K-JAJ, Design/Build Services for Library Capital Improvement Program, Phase II (FCLS-CIP) Group 2 Projects with The Evergreen Corporation d/b/a Evergreen Construction (Atlanta, GA) in the amount of \$548,343.00, to provide additional construction services for Northeast Spruill Oaks Library, Northside Library and Buckhead Library. Effective upon BOC approval until completion as determined by the County.

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)*

Arts and Libraries

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background To amend existing contract to provide additional Design/ Build construction services for Phase II, Group 2, library CIP projects.

Scope of Work: The Fulton County Library System request approval to amend the existing contract with Evergreen Construction to provide Owner requested construction additions to Group 2 Library

renovations projects as follows:

1. Northeast Spruill Oaks Library

- Concrete sidewalk removal and replacement
- Remove and replace luxury vinyl tile flooring and install epoxy moisture barrier on concrete slab in Children's Storytime Room
- New Breakroom faucet

2. Northside Library

- Canopy design and installation at Main Entry
- Install drainage swale at rear of library

3. Buckhead Library

- Replace missing or damaged exterior slate siding along the East Elevation of the building
- Install enclosure below Employee Entrance Stair
- Add power and light to existing Buck Statue installed at the front of the library

Community Impact: This request involves construction on libraries in communities throughout the County.

Department Recommendation: The Fulton County Library System recommends approval.

The BOC approved the contract #17RFP0992017K-JAJ, Design/Build Services for Library Capital Improvement Program, Phase II (AFPLS-CIP), for Group 2 Library Renovations with The Evergreen Corporation d/b/a Evergreen Construction on November 1, 2017, as Item #17-0896, in the amount of \$12,432,883.00, for five (5) existing libraries: Dr. Robert E. Fulton Library at Ocee, Northeast Spruill Oaks Library, Northside Library, Mechanicsville Library and Buckhead Library.

This request is to amend the existing contract to provide additional construction services for the Northeast Spruill Oaks Library, Northside Library and Buckhead Library in the amount of \$548,343.00 until completion as determined by the County.

The Evergreen Construction will work in collaboration with the DREAM's Bond Construction Management Team and the County's Library representatives.

Project Implications: The cost of the requested service will be funded using library bond funds; therefore, it will not impact the County or Library operations.

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

Department Issues/Concerns: If this amendment is not approved, The County does not have the capacity, or the expertise, to perform the additional construction services for Northeast Spruill Oaks Library, Northside Library and Buckhead Library.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	17-0896	11/1/17	\$12,432,883.00
Amendment No. 1			\$548,343.00
Total Revised Amount			\$12,981,226.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Total Contract Value: \$548,343.00**

Contract Value: \$548,343.00
Prime Vendor: Evergreen Construction
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$548,343.00 or 100.00%

Total Contract Value: \$548,343.00 or 100.00%
Total M/FBE Value: \$0.00

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

Exhibit 1: Amendment No. 1 to Form of Contract
Exhibit 2: Contractor's Performance Report

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$12,432,883.00
Previous Adjustments: \$0.00
This Request: \$548,343.00
TOTAL: \$12,981,226.00

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:**

573-650-6500-L011- Library Bond Capital Phase 2, Library, Central Library- \$548,343.00

Key Contract Terms	
Start Date: Effective Upon BOC Approval	End Date: Until completion as determined by the County
Cost Adjustment:	Renewal/Extension Terms: N

Overall Contractor Performance Rating: 4.00**Would you select/recommend this vendor again?**

Yes

Report Period Start:
1/24/2018**Report Period End:**
4/6/2022

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **The Evergreen Corporation dba Evergreen Construction**

Contract No. **17RFP0992011K-JAJ, Design/Build Services for Library Capital Improvement Program, Phase II (FCLS-CIP) Group 2 Library Renovations**

Address: **3200 Cobb Galleria Parkway, Suite 240**
City, State **Atlanta, GA 30339**

Telephone: **(678) 244-6500**

E-mail: rashley@evergreencorp.com

Contact: **Rodger E. Ashley,**
President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **The Evergreen Corporation dba Evergreen Construction** to provide Design/Build Services for Library Capital Improvement Program, Phase II (AFPLS-CIP), Group 2 Library Renovations, dated 1st day of November, 2017, on behalf of the Fulton County Library System; and

WHEREAS, the purpose for this amendment is to provide additional construction services for the Northeast Spruill Oaks Library, Northside Library and Buckhead Library; 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 **May 4, 2022, BOC Items #22-** .

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

This Amendment No. 1 to Form of Contract is effective as of the 4th day of May, 2022, between the County and **The Evergreen Corporation dba Evergreen Construction**, who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To perform additional construction services for the Northeast Spruill Oaks Library, Northside Library and Buckhead Library.

1. Northeast Spruill Oaks Library:

- Concrete sidewalk removal and replacement
- Remove and replace luxury vinyl tile flooring and install epoxy moisture barrier on concrete slab in Children's Storytime Room
- New Breakroom faucet

2. Northside Library:

- Canopy design and installation at Main Entry
- Install drainage swale at rear of library

3. Buckhead Library:

- Replace missing or damaged exterior slate siding along the East Elevation of the building
- Install enclosure below Employee Entrance Stair
- Add power and light to existing Buck Statue installed at the front of the library

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$548,343.00** (Five Hundred and Forty-Eight Thousand Three Hundred Forty-Three 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 Ass
Management

CONSULTANT:

**THE EVERGREEN
CORPORATION DBA
EVERGREEN CONSTRUCTION**

Rodger E. Ashley,
President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

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



**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			
Performance Rating			
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.: 22-0366

Meeting Date: 5/18/2022

Department

Community Development

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

Request approval to amend existing contracts - Department of Community Development, 20RFQ123941A-CJC, Fulton County Rehabilitation Program in a total amount not to exceed \$385,183.00 with: (A) Allusion Design and Construction (Roswell, GA) in the amount of \$192,591.50 and (B) Energy Construction Solutions, Inc. (Stockbridge, GA) in the amount of \$192,591.50 to provide minor home repairs as a part of the Senior Services minor home repair program. Effective upon BOC approval through December 31, 2022.

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 & 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)*

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

Senior Services is requesting to amend the existing contracts for the Fulton County Rehabilitation Program with Community Development to provide minor home repairs as part of the Senior Services minor home repair program. The contracts were approved on May 20, 2020, BOC #20-0376. Senior

Services will partner with and utilize the Department of Community Development's existing contracts with Allusion Design and Construction and Energy Construction Solutions, Inc. to provide senior home repairs

Scope of Work: The Senior Home Repair program provides light to moderate repair on homes of senior homeowners age 60 and above. Services provided create a healthy living environment and remove safety hazards, enabling seniors to remain in their homes. The program improves safety and creates a healthy living environment, enabling seniors to remain in their homes. Service may include minor repair of electrical, plumbing, and heating and cooling systems, weatherization, adapting the home for special accommodations (grab bars, ramps, etc.), removal of hazardous conditions that may cause falls, and correcting minor structural issues

Community Impact: Projects are prioritized by need and range in costs from \$2,000.00 to \$4,000.00 per senior. The services provided will enable the senior to remain in their home and continue to be active in their community.

Department Recommendation: The Department recommends approval.

Project Implications: Fulton County's senior population continues to grow in tandem with the projected growth of seniors nationally. It is estimated by 2030, 20% of the US population will be seniors. The demand for home repair services continues to increase. Options for alternative housing for seniors are limited and cost prohibitive

Community Issues/Concerns: Community issues received by the Department of Senior Services signal a need for enhanced building inspection prior to, during and after repairs. Customer service delivery is also paramount and of great importance to the community.

Department Issues/Concerns: The Department of Senior Services intends to address the waitlist by collaborating with Community Development to utilize its two existing contractors and building inspection strategy.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0376	5/20/2020	\$789,898.15
Amendment No. 1			\$385,183.00
Total Revised Amount			\$1,175,081.15

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

Contract Value: \$385,183.00

(A)

Prime Vendor: Allusion Design and Construction

Prime Status: African American Male Business Enterprise-Certified

Location: Roswell, GA

County: Fulton County

Prime Value: \$192,591.50 or 50.00%

Total Contract Value: \$192,591.50 or 100.00%
Total MBE Value: \$192,591.50 or 100.00%

(B)

Prime Vendor: Energy Construction Solutions, Inc.
Prime Status: African American Male Business Enterprise-Certified
Location: Stockbridge, GA
County: Henry County
Prime Value: \$192,591.50 or 50.00%

Total Contract Value: \$192,591.50 or 100.00%
Total MBE Value: \$192,591.50 or 100.00%

Grand Total of Contract Value: \$385,183.00 or 100.00%

Grand Total of M/FB: \$385,183.00 or 100.00%

Exhibits Attached

Exhibit 1: Amendment No. 1 to Form of Agreement
Exhibit 2: Contractor Performance Report

Contact Information

Ladisa Onyiliogwu, Director, Department of Senior Services, 404-281-4042
Mia Redd, Deputy Director, Department of Community Development, 404-613-3643

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$789,898.15
Previous Adjustments: \$0.00
This Request: \$385,183.00
TOTAL: \$1,175,081.15

Grant Information Summary

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

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

100-183-18HR-1192: General, Senior Services, Aging Grants Supplements -\$385,183.00

Key Contract Terms	
Start Date: 4/1/2022	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: Allusions Design Construction - 4.0; Energy Construction Solutions, Inc 4.0

Would you select/recommend this vendor again?

Yes

Report Period Start:
5/1/2022

Report Period End:
12/31/2022



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
Jan 1, 2021	Dec 31, 2021	Jan 2022	Dec 2022
Purchaser Order Number		Purchase Order Date	
Contract No: 20RFQ123941A-CJC		May 2020	
Department			
Department of Community Development			
Bid Number		Service Commodity	
Contractor			
Allusions Design Construction			
Performance Rating			
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.		
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4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
<input type="radio"/>	0	Comments	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input type="radio"/>	3		
<input checked="" type="radio"/>	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
<input type="radio"/>	0	Comments	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input type="radio"/>	3		
<input checked="" type="radio"/>	4		

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

Overall Performance Rating	4.00	Date	4/22/2022
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Mia Redd		
Department Head Name:	Stanley Wilson		
Department Head Signature	<i>Stanley Wilson</i>		

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

Submit

Print

Save



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
Jan 1, 2021	Dec 31, 2021	Jan 2022	Dec 2022
Purchaser Order Number		Purchase Order Date	
Contract No: 20RFQ123921-CJC		May 2020	
Department			
Department of Community Development			
Bid Number		Service Commodity	
Contractor			
Energy Construction Solutions, Inc.			
Performance Rating			
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.		
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1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
<input type="radio"/>	0	Comments	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input type="radio"/>	3		
<input checked="" type="radio"/>	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
<input type="radio"/>	0	Comments	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input type="radio"/>	3		
<input checked="" type="radio"/>	4		

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

Overall Performance Rating	4.00	Date	4/22/2022
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Mia Redd		
Department Head Name:	Stanley Wilson		
Department Head Signature	<i>Stanley Wilson</i>		

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

Submit

Print

Save

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: ALLUSIONS DESIGN AND CONSTRUCTION

Contract No. 20RFQ123941A-CJC, Fulton County Housing Rehabilitation Program

Address: 920 Holcomb Bridge Road, Suite 150
City, State Roswell, GA 30076

Telephone: 678-777-5799

E-mail: sv@allusionsllc.com

Contact: Stephanie Gowdy
Chief Executive Officer

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Allusions Design and Construction to provide minor home repairs as part of the Community Development housing rehab program dated May 20, 2020, on behalf of the Community Development Department; and

WHEREAS, the purpose for amendment is to modify the existing contract by including senior home repair as part of the scope of work; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

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

This Amendment No. 1 to Form of Contract is effective as of the ____ day of _____, 20__, between the County and [Insert Contractor Name], who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. SCOPE OF WORK TO BE PERFORMED:

The Contractor shall manage, implement, and undertake home repairs under the Department of Senior Services - Senior Home Repair Program. The work will be done in-house or by hiring qualified Contractor(s), to make the home repairs. Contractor must be a licensed General Contractor(s). The General Contractor(s) must have experience in home repair services that are similar to the eligible repairs available under the Program and will

comply with the general requirements stated in the following sections.

- A. Older Americans Act: Eligibility - generally defined as 60 and older, it focuses on offering assistance to persons with the greatest social or economic need, such as low-income or minority persons, older individuals with limited English proficiency, and older persons residing in rural areas.
- B. Number of Beneficiaries: With general funds in the amount of \$192,591.50, it is anticipated that approximately 113 homes or more will be assisted (average \$1,700.00 per home).

There are other assistive home stabilizing options that will be assessed by the Department of Senior Services and referred to the contractor for delivery and placement.

The services will be categorized in the following manner; each repair will be marked as “Health” related, “Safety” related and/or both “Health & Safety” per the guidelines contained below.

- I. Safety
 - a. Structural (ceiling, walls, floors, doors, windows, and painting to provide sealing and protection from deterioration)
 - b. Electrical replacement of unsafe or defective wiring, replacement of conduits to permit installation of an emergency response unit; repair or replacement of essential appliances and replacement of light switches. Essential appliances are defined as those appliances necessary to sustain a healthful environment such as refrigeration, clothes washing and drying, heating, cooking and cooling.
- II. Safety and Security
 - a. Modification (measures which prevent accidents, fires or intrusion into a dwelling, examples are installation of a secure door and window locks, addition of exterior flood lights along access walls and installation of smoke detectors, fire escapes, emergency response or alarm systems.
- III. Health
 - a. Accessibility modification (installation of chair-lift, ramp, modifying thresholds; installing zero-step doorways; modifying appliance and electrical controls for easier manipulation; widening and installation of shower stalls, doorways; repair and replacement of and/or installation of grab bars and/or handrails.
- IV. Plumbing
 - a. Replacement, repair and/or installation of essential plumbing lines or fixtures such as bathtub, shower, kitchen and bathroom sinks, toilet, water heater, septic tanks, drain field or well).
- V. Health and Safety
 - a. Weatherization – repairs and/or modifications or purchase of supplies that protect the home or its resident(s) from the effects of the weather, conserve energy or provide alternative energy sources to heat or cool a dwelling. Examples are providing and installing storm windows, insulation, servicing

heating systems, "minor" roof repair and maintenance and installation of mobile home skirts.

- b. Home and Exterior Maintenance (repair or removal of safety hazards in yard, such as yard debris, fallen limbs, overgrown vegetation and replacement of window panes)

If pricing exceeds the approved repairs outlined in the scope of the work, the Contractor is expected to contact the Senior Services Department staff with an explanation and an estimated cost for the repairs, prior to performing work.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed one hundred ninety-two thousand, five hundred ninety-one dollars and fifty cents (\$192,591.50).
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. ____ TO FORM OF CONTRACT:** Except as modified by this Amendment No. ____ 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:

Ladisa Onyiliogwu, Director
Department of Senior Services

CONSULTANT:

**ALLUSIONS DESIGN AND
CONSTRUCTION**

Stephanie Gowdy
Chief Executive Officer

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

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

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: ENERGY CONSTRUCTION SOLUTIONS, INC.

Contract No. 20RFQ123941A-CJC, Fulton County Housing Rehabilitation Program

Address: 3813 Willow Been Drive
City, State Stockbridge, GA 30281

Telephone: (404) 247-1102

E-mail: jmo-01@att.net

Contact: Jay M. Okafor
President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Energy Construction Solutions, Inc. to provide minor home repairs as part of the Community Development housing rehab program dated May 20, 2020, on behalf of the Community Development Department; and

WHEREAS, the purpose for amendment is to modify the existing contract by including senior home repair as part of the scope of work; and

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 - a. Modification (measures which prevent accidents, fires or intrusion into a dwelling, examples are installation of a secure door and window locks, addition of exterior flood lights along access walls and installation of smoke detectors, fire escapes, emergency response or alarm systems.
- III. Health
 - a. Accessibility modification (installation of chair-lift, ramp, modifying thresholds; installing zero-step doorways; modifying appliance and electrical controls for easier manipulation; widening and installation of shower stalls, doorways; repair and replacement of and/or installation of grab bars and/or handrails.
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 - a. Replacement, repair and/or installation of essential plumbing lines or fixtures such as bathtub, shower, kitchen and bathroom sinks, toilet, water heater, septic tanks, drain field or well).
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 - a. Weatherization – repairs and/or modifications or purchase of supplies that protect the home or its resident(s) from the effects of the weather, conserve energy or provide alternative energy sources to heat or cool a dwelling. Examples are providing and installing storm windows, insulation, servicing

heating systems, "minor" roof repair and maintenance and installation of mobile home skirts.

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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:

Ladisa Onyiliogwu, Director
Department of Senior Services

CONSULTANT:

**ENERGY CONSTRUCTION
SOLUTIONS, INC.**

Jay M. Okafor
President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0367

Meeting Date: 5/18/2022

Department

Senior Services

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

Request approval to increase spending authority - Department of Senior Services, 21RFP000016A-CJC, Alternative Senior Transportation Services, in the total amount of \$519,177.60 (including a County match of \$129,794.40 that is within the Department budget) to provide transportation services/ride sharing through Uber/Lyft for Fulton County residents aged 60 and above. Effective upon BOC approval.

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

In accordance with the 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)*

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

The Department of Senior Services recommends approval of the spending authority increase for Common Courtesy to provide Alternative Senior Transportation Services. The Department manages non-emergency medical transportation through its MOST model (Mobility Options for Senior Transport). The Alternative Senior Transportation Program is designed for seniors aged 60 and

above who are more ambulatory and do not require assistance beyond the use of a cane to walk. The Department received an amendment grant from Atlanta Regional Commission to provide trips for seniors.

Scope of Work: Transportation services are the conduit to connect seniors to daily living activities and life enrichment services. This service has been impactful and shown to counter senior isolation, lower waiting times and provide same day service. Common Courtesy, through their partnership with local Transportation Network Companies (TNCs), e.g. Uber, Lyft or any combination of providers, establishes dispatch/concierge services for senior residents of Fulton County aged 60 and above. The scope of work entails the implementation of an automated system that orders trips from both mobile applications and/or desktops for operators as needed. The system tracks routes from the beginning to end of the trip to ensure a level of security for the senior riders. Fulton County seniors who qualify will pay a \$1.00 cost share per trip, receive up to 16 trips per month and may travel within a 15 mile radius.

Community Impact: This service is currently providing services for 1,529 seniors and there are 4,206 registered seniors. The Alternative Senior Transportation Service program has enabled seniors to remain engaged in their communities and access trips to pharmacies, doctor appointments, and other activities that support daily living. This service has become a lifeline for seniors to connect to their community and to prevent senior isolation.

Department Recommendation: The Department recommends approval.

Project Implications: If the item is not approved, the alternative senior transportation service program will not be able to provide additional trips for eligible Fulton County seniors through the additional funding.

Community Issues/Concerns: The community concern will be grave if this item is not approved. This is a popular and important program for seniors. If not approved, seniors will not have this necessary transportation service.

Department Issues/Concerns: The Department's concern is that if this item is not approved, seniors will not be able to access the alternative senior transportation service program, will have to endure social isolation and will be unable to make medical appointments and other community activity appointments.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0963	12/16/2020	\$1,728,640.00
Amendment No. 1			\$519,177.60
Total Revised Amount			\$2,247,817.60

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

Contract Value: **\$519,177.60**

Prime Vendor: Common Courtesy, Inc.
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$519,177.60 or 100.00%
Subcontract: None

Total Contract Value: \$519,177.60 or 100.00%
Total M/FBE Value \$-0-

Exhibits Attached

Exhibit 1: Amendment No. 1 to Form of Contract
Exhibit 2: Contractor Performance Report

Contact Information

Ladisa Onyiliogwu, Director, Department of Senior Services, 404-281-4042

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,728,640.00
Previous Adjustments: \$0.00
This Request: \$519,177.60
TOTAL: \$2,247,817.60

Grant Information Summary

Amount Requested:	\$519,177.60	<input type="checkbox"/>	Cash
Match Required:	\$129,794.40	<input type="checkbox"/>	In-Kind
Start Date:	7/1/2021	<input type="checkbox"/>	Approval to Award
End Date:	6/30/2022	<input type="checkbox"/>	Apply & Accept
Match Account \$:	100-183-183W-1192		

Fiscal Impact / Funding Source

Funding Line 1:

Agenda Item No.: 22-0367

Meeting Date: 5/18/2022

461-183-MO22-1160, Grants, Senior Services, Professional Services, \$519,177.60

Funding Line 2:

100-183-183W-1192, General Funds, Senior Services, Aging Grant Supplemental, \$129,794.40

Key Contract Terms	
Start Date: 1/1/2022	End Date: 6/30/2022
Cost Adjustment: \$519,177.60	Renewal/Extension Terms: C here to enter text.

Overall Contractor Performance Rating:3

Would you select/recommend this vendor again?

Yes

Report Period Start:

10/1/2021

Report Period End:

12/31/2021

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: Common Courtesy

Contract No. 21RFP000016A-CJC, Alternative Senior Transportation Services

Address: P.O. BOX 19674

City, State Atlanta, Georgia 30325

Telephone: 678-809-2521/404-964-9926

E-mail: bob@ccrides.org

Contact: Bob Carr
Founder

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Common Courtesy to provide Alternative Senior Transportation Services dated, December 15, 2021, on behalf of the Department of Senior Services; and

WHEREAS, the County has received additional grant funds from Atlanta Regional Commission to provide trips for seniors; and

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

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

This Amendment No. 1 to Form of Contract between Fulton County and Common Courtesy, who agree that all services specified will be performed in accordance with this Amendment No. 1 to Form of Contract, effective upon approval.

1. **SCOPE OF WORK TO BE PERFORMED:** No change in scope of work.
2. **COMPENSATION:** This Amendment provides additional funding to provide trips to Seniors in an amount not to exceed \$129,794.40 (One Hundred Twenty Nine Thousand Seven Hundred Ninety Four Dollars and Forty 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.

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
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:

Ladisa Onyiliogwu, Director
Department of Senior Services

CONSULTANT:

COMMON COURTESY

Bob Carr
Founder

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

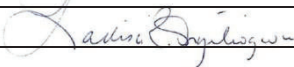
ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

Report Period Start		Report Period End		Contract Period Start		Contract Period End	
10/1/2021		12/31/2021		1/1/2021		12/31/2021	
Purchaser Order Number				Purchase Order Date			
Department – Senior Services							
Bid Number 18RFP115491A-CJC				Service Commodity – Alternative Senior Transportation Services			
Contractor - Common Courtesy							
Performance Rating							
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	The contractor is in compliance with providing the service delivery model of coordinated transportation services with TNC (Transportation Network Companies) Uber/Lyft for eligible seniors. The contractor provides monthly reports, on time. All the staff are assessed and have the skills required to deliver the transportation services. The contractor maintains the partnership with Uber and Lyft services.					
	1						
	2						
X	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	The contractor provides great response time per the agreement. The contractor follows the direction of the Department and meet the needs required.	
	1		
	2		
X	3		
	4		
3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)	
	0	The contractor will respond via telephone or email if there are issues or inquiries with the service delivery model. The contractor is very helpful to assist and find resolutions to any problems in service.	
	1		
	2		
X	3		
	4		
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)	
	0	The contractor provides proper invoicing. Ridership has been increasing, during this quarter the average trip cost increased by \$6.19, from \$117.01 to \$123.20. In addition registrations have increased this quarter from 3,034 in October to 3,161 in December. To meet the demand for the service and to stay within budget, the Department will be seeking a spending authority increase and implementing control measures once approved.	
	1		
	2		
X	3		
	4		
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)	
	0	The contractor's credentials align with the needed experience and appropriateness to deliver the services for Alternative Senior Transportation Services.	
	1		
	2		
X	3		
	4		
Overall Performance Rating		3.0	Date 2/28/2022
Would you select/recommend this vendor again?		Yes	
Rating completed by:		Andre M. Danzy, Program Manager	
Department Head Name:		Ladisa Onyiliogwu	
Department Head Signature			



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0368

Meeting Date: 5/18/2022

Department

Public Works

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

Request approval of an Intergovernmental Agreement ("IGA") between Fulton County and the City of Milton, Georgia, for water main relocations associated with the intersection improvement of Hopewell Road and Bethany Bend in the City of Milton, in an estimated amount of \$503,585.00. If approved, the IGA is effective upon execution.

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

GA CONST Art. 9, § 3, ¶ 1 provides that the County may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide. Further, O.C.G.A § 36-10-1 provides that all official contracts entered into by the County governing authority with other persons on behalf of the County shall be in writing and entered on its minutes.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The City of Milton is currently planning to improve the intersection of Hopewell Road

and Bethany Bend. The project will include road widening and the construction of a roundabout including landscaped medians and sidewalk improvements. As part of this roadway project, approximately 2380 linear feet of 8-inch water main with appurtenances will be required to be relocated within the current right of way. Water service will remain uninterrupted during the construction period. The City of Milton will be bidding the roadway improvements in mid-2022 and has requested the execution of an IGA between Fulton County and the City of Milton to allow the City of Milton to bid the water main relocation work as part of its project. Fulton County would then reimburse the City of Milton after award of the bid and completion of the construction work. Fulton County staff will be on-site during the relocation of the water main to ensure that its construction is done to Fulton County standards. The estimated cost of the relocation and installation of the impacted water mains is \$503,585.00 and has been budgeted for as part of the 2022 Water and Sewer fund budget and included in the 2016-2026 Capital Improvement Program.

Community Impact: Currently, Fulton County has an 8-inch water main serving properties along Hopewell Road. The road Improvements will affect the existing water lines that serve the developments in this area as well as the distribution system in the City of Milton. There will be isolated temporary water outages during the construction of the project as services are disconnected from the existing water main and tied into the new main.

Department Recommendation: The Department of Public Works believes that the most cost effective way to complete the water main relocations is by allowing the City of Milton to bid out the work as part of its roadway project. This format has been used on several previous projects with the City of Milton and has proven to be beneficial for both parties. Therefore, Public Works recommends that Fulton County enter into the proposed IGA with the City of Milton.

Project Implications: The road improvements impact the existing water mains due to modifications of existing grades with roundabout and road widening along Hopewell Road that require water mains to be relocated and valves to be adjusted to match the proposed roadway surface. The existing water main relocations must occur to maintain water service in this area.

Community Issues/Concerns: During construction of the relocations, water service is to be maintained and temporary interruptions may occur during tie-ins with existing water mains.

Department Issues/Concerns: The Public Works Department is not aware of any issues or concerns with this proposed IGA. This type of arrangement between the City of Milton and Fulton County has worked well on past projects.

Contract Modification (*Delete this chart only if the Requested Action is for a NEW award. Simply insert the text “New Procurement.” If the Requested Action is for a Contract Modification ((Renewal, Amendment, Change Order, Extension, Increase Spending Authority)), the chart should remain and be completed.*)

New Procurement

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

The City of Milton

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

Exhibit-A Quantities & Cost Estimate Hopewell @ Bethany Bend

Exhibit-B IGA Hopewell Road @ Bethany Bend

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

The City of Milton

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:

Previous Adjustments:

This Request: \$503,585.00

TOTAL: \$503,585.00

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-H065 / Water & Sewer Renewal and Extension Fund

Key Contract Terms	
Start Date:	End Date:
Cost Adjustment:	Renewal/Extension Terms:

Agenda Item No.: 22-0368

Meeting Date: 5/18/2022

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Choose an item.

Report Period Start:

Report Period End:

Exhibit A

HOPEWELL RD @ BETHANY BEND/WAY

WATER MAIN INSTALLATION QUANTITIES & COST ESTIMATES

PAY ITEM #	ITEM	QUANTITY		UNIT COST	AMOUNT
171 - 0030	TEMPORARY SILT FENCE, TYPE C	2500	LF	\$4.00	\$10,000.00
500 - 3101	CLASS A CONCRETE	50	C	\$150.00	\$7,500.00
600 - 0001	FLOWABLE FILL	70	C	\$250.00	\$17,500.00
611 - 8120	ADJUST WATER METER BOX TO GRADE	5	EA	\$400.00	\$2,000.00
611 - 8140	ADJUST WATER VALVE BOX TO GRADE	5	EA	\$400.00	\$2,000.00
670 - 1060	WATER MAIN, 6 IN, DIP	100	LF	\$45.00	\$4,500.00
670 - 1080	WATER MAIN, 8 IN, DIP	2380	LF	\$75.00	\$178,500.00
670 - 1500	CAP OR REMOVE EXISTING WATER MAIN	8	EA	\$2,500.00	\$20,000.00
670 - 2500	INSERTION VALVE (8-12 inch)	5	EA	\$12,000.00	\$60,000.00
670 - 2060	GATE VALVE, 6 IN	5	EA	\$1,500.00	\$7,500.00
670 - 2080	GATE VALVE, 8 IN	8	EA	\$2,000.00	\$16,000.00
670 - 2100	GATE VALVE, 10 IN (if necessary)	1	EA	\$3,500.00	\$3,500.00
670 - 2002	VALVE MARKER	50	EA	\$25.00	\$1,250.00
670 - 3087	TAPPING SLEEVE & VALVE ASSEMBLY	5	EA	\$8,000.00	\$40,000.00
670 - 3108	TAPPING SLEEVE & VALVE ASSEMBLY	1	EA	\$10,000.00	\$10,000.00
670 - 4000	FIRE HYDRANT	6	EA	\$5,500.00	\$33,000.00
669 - 5620	WATER SERVICE LINE, 1 IN	100	LF	\$9.00	\$900.00
670 - 5010	WATER SERVICE LINE, 1 IN	60	LF	\$10.00	\$600.00
670 - 5020	WATER SERVICE LINE, 2 IN	50	LF	\$12.00	\$600.00
615 - 1000	STELL CASING JACK & BORE	85	LF	\$120.00	\$10,200.00
616 - 1001	cut)	85	LF	\$70.00	\$5,950.00
670 - 9710	RELOCATE EXITING FIRE HYDRANT	1	EA	\$2,000.00	\$2,000.00
670 - 9720	RELOCATE EXITING WATER VALVE, INC	2	EA	\$500.00	\$1,000.00
670 - 9730	RELOCATE EXITING WATER METER, INC	2	EA	\$500.00	\$1,000.00
670 - 9920	REMOVE EXIST FIRE HYDRANT	2	EA	\$450.00	\$900.00
668 - 8050	ADJUST MH TO GRADE	1	EA	\$1,500.00	\$1,500.00
	EMS MARKING TAPE	0	LF		
Subtotal					\$437,900.00
Task Allowance: (As designated by Fulton County Project Manager)					\$65,685.00
TOTAL COST					\$503,585.00

**INTERGOVERNMENTAL AGREEMENT
BETWEEN FULTON COUNTY, GEORGIA
AND CITY OF MILTON, GEORGIA**

For Hopewell Road @ Bethany Bend Project

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is executed as of ____ day of _____, 20__, by and between the **CITY OF MILTON, GEORGIA** ("City" or "City of Milton"), a municipality of the State of Georgia, and **FULTON COUNTY GEORGIA** ("County" or "Fulton County"), a political subdivision of the State of Georgia. The term "Party" refers individually to either City of Milton or Fulton County and the term "Parties" refers to both City of Milton and Fulton County.

WHEREAS, the City has undertaken a project to improve the intersection of Hopewell Road @ Bethany Bend. (hereinafter, "Project") through its competitive bidding procedures; and

WHEREAS, the County has the following utility (Water) facilities which must be adjusted or relocated and provide connection along new roadway as a result of the proposed contract: The facilities include fire hydrant, water main, water meter and valve boxes, as shown on construction plans for the Project; and

WHEREAS, the County does not have adequate equipment and staff to adjust its facilities or for other reasons considers it advantageous to have this work included in the City's construction contract; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, Subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the County and City desire to enter into an IGA wherein the City, through its Contractor, can adjust and relocate the County's facilities in a more economical and efficient manner without disruption to the Project and

WHEREAS, as consideration for the City's relocation work, County will reimburse the relocation cost to the City; and

WHEREAS, the County and City have determined that this IGA serves the best interest of all parties and their citizens by the improvement of public infrastructure.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual

promises, covenants and undertakings of the parties hereinafter set forth, and for the public purposes herein contained and provided for, the County and the City covenant, agree and bind themselves as follows:

I. PURPOSE.

This IGA is entered into with the understanding by the Parties that the primary purpose of this IGA is for the Parties to meet the public purpose of transportation and infrastructure improvements including water.

II. COMPENSATION AND PAYMENT.

The total estimated cost of work contemplated under this IGA is \$503,585.00 (Five Hundred Three Thousand Five Hundred Eighty Five dollars and No Cents). This \$503,585.00 amount shall be the total Fulton County contribution to the work contemplated under this IGA and is the maximum amount of Fulton County's obligation under this IGA, unless the IGA is amended by the parties. It is agreed that the compensation hereinafter specified includes both direct and indirect costs incurred in the performance of this IGA under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6 and not prohibited by the laws of the State of Georgia. Should either party, pursuant to the provisions of this IGA, terminate the work under this IGA, the performing party/s shall be paid for the percentage of work completed at the point of termination, in addition to any just claims by the performing party/s.

III. OVERVIEW.

The Project contemplated by this IGA consists of:

- (i) Constructing the waterline relocation for the **Hopewell Road @ Bethany Bend Project**. Upon completion of the work and upon certification by the City's and County's Engineers that the work has been completed in accordance with the plans and specifications, the County will accept the adjusted and additional facilities and will thereafter operate and maintain said facilities without further cost to the City or its contractor.

IV. FULTON COUNTY RESPONSIBILITIES.

1. County agrees that the Project design is accurately shown in the plans and specifications attached hereto as Exhibit A.
2. The County shall have the right to visit and to inspect the work at any time and to advise the City's Engineer-in-Charge of any observed discrepancies or potential problems.
3. The County shall respond, in a timely manner, to any issue that may arise during the construction phase. Every effort shall be made not to delay the contractor under any circumstances.
4. The County is responsible to reimburse all material and labor costs to the City related to specified utility relocations for this Project that are completed to the reasonable satisfaction of the County in accordance with the plans and specifications. The reimbursement shall be based on the actual construction costs and shall be paid by the County within forty-five (45)

days after request by the City.

5. The County shall be responsible to assure that all utility work is accomplished in accordance with the plans and specifications.

V. CITY OF MILTON 'S RESPONSIBILITIES.

1. The City shall undertake the contracting and assume responsibility for its management and completion.
2. All work, necessary for the adjustment or relocation of the described utilities in accordance with the final plans shall be included in the contract and let to bid by the City.
3. All construction, engineering and contract supervision shall be the responsibility of the City. The City shall consult with the County before authorizing any changes or deviations which affect the County's facilities.
4. The City shall respond, in a timely manner, to any issue that may arise during the construction phase. All efforts shall be made not to delay the contractor under any circumstances.

VI. ADDITIONAL UNDERSTANDINGS.

The Parties to this IGA have mutually acknowledged and agreed to the following:

1. The Parties shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this IGA.
2. It is not the intent of this IGA to restrict the Parties to this IGA from their involvement or participation with any other public or private individuals, agencies or organizations.
3. It is not the intent or purpose of this IGA to create any rights, benefits and/or trust responsibilities by or between the Parties.
4. This IGA shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the IGA or keep in place any contract, except as specifically provided in this IGA.

VII. TERM. This IGA shall be effective upon execution by both Parties and continue until completion of the Project and full reimbursement for the cost of the work by the County, unless the IGA is terminated by either Party, and in no event shall exceed a fifty (50) year term. The parties may agree to amend this IGA at any time.

VIII. TERMINATION. Anything contained herein to the contrary notwithstanding, either Party may terminate the IGA:

1. If the other Party commits a material breach of the IGA and fails to cure said breach to the non-breaching Party's satisfaction after receiving thirty (30) days written notice; or

2. Without cause, if the terminating party gives ninety (90) days prior written notice to the other Party.

IX. RESPONSIBILITY FOR CLAIMS AND LIABILITY.

It is hereby stipulated and agreed between the parties that, with respect to any claim or action brought by a third party and arising out of the activities described in this IGA or stems from any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations, each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence actions or omissions of its own agents, officers, and employees. Either party may self-fund its obligations under this IGA. However, nothing herein shall be construed as a waiver of any party's sovereign immunity or the immunities available to the officials, officers and employees of the parties City of Milton shall ensure that any contractor retained or selected by City of Milton to provide services related to the work contemplated in this agreement shall agree to indemnify and hold harmless Fulton County as well as Fulton County's commissioners, officers, officials, employees, and agents, from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of Fulton County's negligence (except that no party shall be indemnified for their own sole negligence). Any contractor retained by City of Milton, if requested, shall assume and defend at the contractor's own expense, any suit, action or other legal proceedings arising there from in which Fulton County, and/or Fulton County's commissioners, officers, officials, employees, and agents, are named as a party, and the contractor must agree to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against Fulton County, and/or Fulton County's commissioners, officers, officials, employees, and agents, arising there from. City of Milton shall ensure that the provisions of this Article are included in all contracts and subcontracts.

X. INSURANCE.

Prior to beginning work, City shall obtain and, where City is utilizing the services of a contractor to carry out the work, shall also cause its contractors to obtain and furnish certificates of insurance for the following minimum amounts of insurance prior to the undertaking of any of the activities contemplated under this IGA, as applicable:

- i. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- ii. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence. Where City of Milton is utilizing the services of a contractor to carry out the work, it shall also cause its contractors

to obtain and furnish certificates of insurance in which Fulton County is named as an "Additional Insured."

- iii. Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000).

Insurance shall be maintained in full force and effect during the life of this IGA and until final completion of the work contemplated under this IGA. The scope and coverage of the insurance protection shall extend beyond the completion of the Project until the expiration of any applicable statutes of limitations. City shall retain the right to satisfy any or all of its insurance obligations under this IGA by means of a Self-Funded Plan or Program. Nothing herein shall be construed as a waiver of either party's sovereign immunity as a governmental body, or waiver of any governmental immunities available to its officers, officials, employees or agents.

XI. CONFIDENTIALITY.

The City agrees to establish appropriate administrative, technical, and physical safeguards to ensure that it does not provide and make available confidentiality, protected, proprietary or privileged data in the System. The City agrees to abide and comply with all applicable laws, rules and regulations relating to privacy and confidentiality of protected information.

XII. REPRESENTATIONS REGARDING DATA.

Each Party has made its best efforts to ensure the accuracy and completeness of the information and data transferred or made available through the performance of the IGA. Each Party makes no warranties or representations to the public, to the other Party or to third parties regarding data made available through the performance of the IGA. It shall be the responsibility of each Party or any third party to verify the accuracy of data. Each Party to this IGA accepts no liability that may arise from the use of data by any person or any third party. All information is provided "as is" with no warrantee of any kind concerning fitness of use. No Party to this IGA shall be liable for the use of data or any inferences, judgments, or decisions resulting from use of data.

XIII. TIME OF PERFORMANCE.

Time is of the essence in all matters pertaining to this IGA. The City shall perform its responsibilities under this IGA, commencing on receipt of written "Notice to Proceed" from Fulton County, shall complete the Project (based on the construction time).

XIV. REVIEW OF WORK.

Authorized representatives of Fulton County may at all reasonable times review and inspect the activities and data collected under the terms of this IGA and any amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the City . Fulton County reserves the right for reviews and acceptance on the

part of affected public agencies, railroads and utilities insofar as the interest of each is concerned. Acceptance shall not relieve the City of its professional obligation to correct, at its expense, any of its errors in the work. Fulton County's review recommendations shall be incorporated into the work activities of the City.

The City shall keep accurate records in a manner approved by Fulton County with regard to the activities conducted under this IGA and submit to Fulton County upon request, such information as is required in order to ensure compliance with this agreement.

XV. MISCELLANEOUS.

- A. **Entire Agreement; Counterparts.** This IGA may be executed by the Parties in counterparts, each of which shall constitute an original. This IGA, including the attached exhibits, sets forth the entire understanding between the Parties pending the execution of the Agreement, and supersedes all previous agreements and understandings between them, oral or written, and may be amended only in a document executed by both Parties. No amendment, modification, termination, or waiver of any provision of this IGA, nor consent to any departure by the Parties, shall in any event be effective unless the same shall be in writing and signed by Fulton County and City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- B. **Governing Law.** This IGA and the Parties' rights and obligations hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws rules.
- C. **Limitation on liability.** No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this IGA. Nothing herein shall be construed as a waiver of any Party's sovereign immunity.
- D. **Representations and Warranties of the Parties.** In furtherance of the public purposes of this IGA, Fulton County and City hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:
 - 1. **Authority.** Each Party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this IGA, and has taken all necessary action to authorize the execution, delivery and performance of this IGA; (ii) this IGA when executed will constitute the valid obligations with respect to it legally binding upon the same and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other Party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this IGA. Without limiting the generality of the foregoing, each Party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this IGA at a meeting of its governing authority in accordance with the Constitution and

laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1 et seq.

2. **Public Purpose.** This IGA and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find, that this IGA (i) pertains to the provision of services and activities which the Parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. 1(a); (iii) does not authorize the creation of new debt" as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I(a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent fee legislation by any Party in matters of government, and shall be binding and enforceable against the Parties and their successors during the term hereof in accordance with its terms.
- E. **No Conflicting Agreements.** The execution, delivery and performance of this IGA will not violate or contravene any contract, undertaking, instrument or other agreement to which Fulton County and/or the City are a Party or which purport to be binding upon said parties. Furthermore, the execution, delivery and performance of this IGA does not violate the provisions of any Party's respective charter or Code of Ordinances, or any statutory or decisional laws of the State of Georgia respecting similarly situated municipal corporations or political subdivisions of said State (as the case may be). The representations and warranties contained in this section shall be true and correct as of the date hereof and such representations and warranties, and the obligation of Fulton County and the City to perform their respective obligations under this IGA shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each Party hereto specifically acknowledges and agrees that they shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind contrary to the representations and warranties set forth hereinabove or otherwise contained in this IGA.
- F. **Assignment; Binding Effect.** The rights and obligations of the Parties under this IGA are personal and may not be assigned without the prior written consent of Fulton County and the City. Subject to the foregoing, this IGA shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- G. **No Third-Party Beneficiaries.** This IGA is made between and limited to Fulton County and the City, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than Fulton County and the City, and no other person or entity shall be considered a third-party beneficiary by virtue of this IGA or otherwise entitled to enforce the terms of this IGA for any reason whatsoever.

- H. **Exhibits.** Each and every exhibit referred to or otherwise mentioned in this IGA is attached to this IGA and is and shall be construed to be made a part of this IGA by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.
- I. **Relationship of Parties.** Notwithstanding anything in this IGA to the contrary, neither Party shall have the power to bind nor obligates the other Party except as expressly set forth in this IGA.
- J. **Survival of Representations.** All terms, conditions, covenants, warranties contained in any determination of this IGA shall survive the termination of this IGA until amended by the applicable governing authority.
- K. **Notices.** Any notice or communication required or permitted under this IGA shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the following addresses:

To Fulton County:

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

Copy to:

County Attorney
Office of the County Attorney
141 Pryor Street, S.W., Suite 4038
Atlanta, Ga 30303

To City of Milton:

Sara Leaders
City of Milton Public Works
2006 Heritage Walk
Milton, GA 30004

Copy to:

Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

- L. **Severability Clause.** In the event that any provision of this IGA shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this IGA shall be determined to be unlawful or otherwise unenforceable, the remainder of the IGA shall remain

in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find any provision of this IGA to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this IGA to be effective as of the date first set forth above.

CITY OF MILTON, GEORGIA

By: [Signature]
Peyton Jamison, Mayor

Attest:

By: [Signature]
City Clerk



Approved as to Form:

By: [Signature]
City Attorney
Dec. 14, 2021

FULTON COUNTY, GEORGIA

By: _____
Rob Pitts, Chairman
Board of Commissioners

Attest:

By: _____
Tonya R. Grier
Clerk to the Commission

Approved as to Form:

By: _____
County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0331

Meeting Date: 5/18/2022

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

Request approval of an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article II (County Governing Authority), Division 2 (Rules of Order and Procedure) of the Fulton County Code of Ordinances to modify Code Section 101-66(b)(3) to prioritize Public Comments to Fulton County Residents; and for other purposes. **(Arrington) (HELD ON 5/4/22)**

1 AN ORDINANCE TO AMEND CHAPTER 101 (GENERAL PROVISIONS AND
2 COUNTY GOVERNING AUTHORITY), ARTICLE II (COUNTY GOVERNING
3 AUTHORITY), DIVISION 2 (RULES OF ORDER AND PROCEDURE) OF THE
4 FULTON COUNTY CODE OF ORDINANCES TO MODIFY CODE SECTION 101-
5 66(b)(3) TO PRIORITIZE PUBLIC COMMENTS TO FULTON COUNTY RESIDENTS;
6 AND FOR OTHER PURPOSES.
7

8 WHEREAS, in conformity with the provisions of the Open Meetings Act,
9 O.C.G.A. § 50-14-1 *et seq.*, the Board of Commissioners enacted the Fulton County
10 Board of Commissioners' Meetings Organization and Procedural Rules ("Procedural
11 Rules") at its Recess Meeting on January 19, 1994, as codified in Section 101-61, *et*.
12 *seq.* of the Fulton County Code; and

13 WHEREAS, to stay vigilant and aware of the concerns of Fulton County
14 residents regarding matters affecting Fulton County, Georgia, the Board of
15 Commissioners allows public participation at its meetings in the form of public
16 comments; and

17 WHEREAS, the process for conducting public comments at the regular and
18 recess meetings of the Board of Commissioners is codified in Fulton County Code
19 Section 101-66(b)(3); and

20 WHEREAS, meetings of public bodies under United States jurisprudence are
21 construed as creating "limited public fora", such that access may be restricted without
22 violating the First Amendment where the restrictions consist of content neutral
23 conditions for time, place, and manner of access, as long as these conditions are
24 narrowly tailored to serve some significant government interest; and

25 WHEREAS, courts have found that there is a significant government interest, of
26 the kind sufficient to support content-neutral time, place, and manner restrictions, in
27 conducting orderly, efficient meetings of public bodies; and

1 **WHEREAS**, courts have also held that residency restrictions that allowed a
2 public body to decline to hear arguments at its meetings by persons who were not
3 residents or taxpayers of the jurisdiction, did not violate the First Amendment or Equal
4 Protection Clauses of the U.S. Constitution, as the limitation amounted to content-
5 neutral restriction designed to promote orderly and efficient conduct of meetings; and

6 **WHEREAS**, there has been an increasing number of public comments from
7 members of the public who reside outside of Fulton County, which has taken time away
8 from Fulton County residents during the public comment portion of meetings of the
9 Board of Commissioners; and

10 **WHEREAS**, as a limited public forum for First Amendment purposes, the
11 meetings of the Board of Commissioners are not open for unlimited public commentary,
12 but are simply limited platforms to discuss topics at hand that affect the residents of
13 Fulton County; and

14 **WHEREAS**, the Board of Commissioners has a compelling governmental interest
15 to hear from its residents who are directly affected by its actions and have a stake in the
16 business of Fulton County; and

17 **WHEREAS**, the Board of Commissioners desires to prioritize the needs and
18 concerns of the residents of Fulton County and finds it necessary to improve and make
19 efficient the process for the public to make comments at its meetings; and

20 **WHEREAS**, the Fulton County Board of Commissioners (“BOC”) has authority,
21 pursuant to the Constitution of the State of Georgia, Article 9, Sec. 2 ¶ 1(a), to adopt
22 reasonable ordinances, resolutions, or regulations relating to its affairs for which no

1 provision has been made by general law and which is not inconsistent with the
2 Constitution or any local law applicable thereto; and

3 **WHEREAS**, to ensure that that the public comment portion of its meetings afford
4 its residents the ability to participate in matters that directly affect them, the Board of
5 Commissioners deems it necessary to amend Rule 6 of the Procedural Rules, as
6 codified in Section 101-66(b)(3) to prioritize hearing from Fulton County residents in the
7 limited time available for public comments.

8 **NOW, THEREFORE, BE IT ORDAINED**, that the Fulton County Board of
9 Commissioners hereby amends the Public Comment provisions of Rule 6 of its
10 Procedural Rules, as codified in the Fulton County Code of Ordinances, Section 101-
11 66(b)(3)(d), by modifying this subsection so that, when amended, Section 101-66(b)(3)
12 shall read in full as is set forth in Attachment A, hereto and incorporated by reference as
13 if fully set forth herein.

14 **BE IT FINALLY ORDAINED**, that this Ordinance shall become effective when
15 passed and adopted, and that all ordinances and resolutions and parts of ordinances
16 and resolutions in conflict with this Ordinance are hereby repealed to the extent of the
17 conflict.

18 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
19 Georgia this 4th day of May, 2022.

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**FULTON COUNTY BOARD
OF COMMISSIONERS**

Sponsored By:

Marvin S. Arrington, Jr., Commissioner
District 5

ATTEST:

Tonya R. Grier,
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo,
County Attorney

P:\CALegislation\BOC\Resolutions\Ordinances\2022\Arrington\5.4.22.Ordinance Amending BOC Procedural Rule 6-Public
Comment FINAL.doc

Sec. 101-66. Agenda, preparation of; public comment.

- (a) The Fulton County Board of Commissioners holds a regular meeting (first Wednesday of the month) and a recess meeting (third Wednesday of the month). The agenda is prepared by the clerk's office in concert with the county manager's office. The deadline for submitting items for regularly scheduled board of commissioners' meetings to the clerk's office for inclusion on the next agenda is 10:00 a.m. on Friday prior to the meeting. A final copy of the agenda is distributed to the commissioners, county attorney, county manager and appropriate staff by 2:00 p.m. on the Friday preceding the scheduled meeting of the board. Copies are also made available to the public at that time. A post agenda is provided after the meeting. The post agenda is a precursor to the final minutes and reflects actions taken by the board at a particular meeting. Post agendas/preliminary minutes are distributed by the clerk's office within 48 hours of a meeting.
- (b) The agenda preparation procedure is as follows:
- (1) Any commissioner wishing to place an item on the agenda may do so and should submit a memorandum to the clerk stating the item to be placed on the agenda. Any supporting documents germane to the item should also be submitted.
 - (2) Adding of items to the agenda during the meeting is disfavored. Where there is a showing of an emergency or extraordinary circumstances exist, an item may be added to the agenda when it is separately voted on and is adopted during the meeting by a supermajority of the board of commissioners. A motion shall be properly made and must carry to add each item to the agenda on the day of the meeting. That item shall appear on the post agenda under the "added during the meeting" heading.
 - (3) During the public comment portion of a board meeting, citizens may voice county related requests, concerns, opinions, etc. At the regular meeting, speakers will be heard prior to the zoning portion of the agenda; if applicable, at the recess meeting, prior to the county manager's unfinished business. Before speaking, each speaker presenting in person must fill out a speaker card, located at the assembly hall entrance and podium. All speaker cards must be submitted to the clerk's staff, prior to the commencement of public comment, who will accept them on a first-come, first served basis. The meeting will be aired live on all official Fulton County Government media platforms as designated by the Fulton County Department of External Affairs. Speakers wishing to submit public comment to the board in writing can do so by submitting their comments in all forms deemed allowable by the Fulton County Department of External Affairs. To be read into the record, written comments must be received by 5:00 p.m. on the Tuesday, immediately prior to the meeting in the form outlined. All virtual public comments and requests to speak in person must be submitted before the clerk sounds the start of the meeting.
 - a. Speakers who cannot be present at assembly hall may speak live or via videoconference (ex. Zoom). Speakers can also speak live from other county facilities made available, such as the North Fulton Service Center or the South Fulton Service Center.
 - b. Comments via e-mail shall be provided electronically to the BOC and their staff before the meeting begins and all comments shall be included as part of the minutes of the board of commissioners meeting.
 - c. Comments via e-mail that are the same in nature or pertain to the same BOC agenda item number shall be categorized by county staff ahead of the meeting. To expedite time, for e-mailed public comments that are the same in nature or pertain to the same BOC agenda item number or subject matter/topic, the clerk or other assigned staff shall read the agenda item number and/or topic, and then read the list of public commenters' names and locations (if given) that are in support of the item; then read the list of public commenters' names and locations (if given) who oppose the agenda item or topic. This rule shall apply to all forms of pre-written/pre-recorded public comment.

- 1 d. Public comment will occur prior to the business portion of the BOC meeting and will be strictly
2 limited to 30 minutes. In-person comments will be made first, followed by written/emaile
3 comments. Regardless of the form of the public comment (spoken/written) the time limit will be
4 two minutes, and no time shall be yielded to other speakers. **Priority for public comment will be**
5 **given to Fulton County citizens. Non-Fulton County citizens will only be heard after all in-**
6 **person Fulton County citizens have been heard and the time allotted for public comment has**
7 **not expired, except as otherwise provided in this code section. County staff shall verify the**
8 **residency of each public speaker prior to such person being heard by the board.**
- 9 e. In the event the 30-minute time limit is reached prior to public comments being completed,
10 public comment will be suspended and the business portion of the BOC meeting will commence.
11 Public comment will resume at the end of the meeting. Similarly, written comments (that were
12 timely submitted) not previously read, may be read at the end of the meeting.
- 13 f. Speaker cards will provide three options for those individuals who want to speak that were not
14 able to comment during the initial 30-minute public comment time limit:
- 15 1. Speak at the end of the meeting;
- 16 2. Be placed at the front of the line for public comment at the next meeting; or
- 17 3. Provide written comment that will be read at the end of the BOC meeting.
- 18 g. In the event that none of these three options are selected, the individual will forfeit their right to
19 public comment for that day.

20 NOTE: If the subject matter involves an issue to be resolved, the citizen should first contact the county
21 manager's office, which will ensure that the relevant department heads and other individuals are
22 contacted to rectify the matter. If the issue cannot be resolved through the county manager's efforts,
23 the citizen may then contact a commissioner so that the matter can be placed on a board meeting
24 agenda. The commissioner should then inform the clerk by memorandum stating the subject to be
25 discussed and the citizen who will speak.

26 The address and phone number of the citizen should be conveyed. Any supporting material germane to
27 the issue should also be submitted.

- 28 (4) Whenever any agenda item, via resolution, seeks board approval of a written agreement, a copy of the
29 written agreement shall be attached to the agenda item or resolution and shall be distributed by the
30 clerk as with other agenda items. Upon approval of the item, the clerk shall include a copy of the
31 written agreement in the official minutes of the board meeting at which such approval occurred.

32 (93-RC-701, Rule 6, 1-5-94; Res. No. 08-0255, 3-5-08; Ord. No. 19-0446, 6-19-19; Ord. No. 21-0578, 8-4-21)



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0369

Meeting Date: 5/18/2022

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

Request approval of a Resolution authorizing a pledge in an amount not to exceed \$100,000.00 to the Fourth Ward Neighborhood Association in support of revitalization efforts for the 54 Columns Public Art Installation Project via a Contract for Services; and for other purposes. **(Pitts/Hall/Arrington)**

1 **A RESOLUTION AUTHORIZING A PLEDGE IN AN AMOUNT NOT TO EXCEED**
2 **\$100,000 TO THE FOURTH WARD NEIGHBORHOOD ASSOCIATION IN SUPPORT**
3 **OF REVITALIZATION EFFORTS FOR THE 54 COLUMNS PUBLIC ART**
4 **INSTALLATION PROJECT VIA A CONTRACT FOR SERVICES; AND FOR OTHER**
5 **PURPOSES.**

6
7 **WHEREAS**, the Fulton County Board of Commissioners approved the Art in Public
8 Places Resolution on April 17, 1993 (Agenda Item #93-RC-112); and

9 **WHEREAS**, following the approval of the Art in Public Places Resolution, the
10 Fulton County Arts Council developed a Public Art Master Plan ("Master Plan"), which
11 was approved by the Board of Commissioners on July 19, 1995 (Agenda Item #95-0885);
12 and

13 **WHEREAS**, the mission of the Master Plan is to develop a program for public art
14 that fosters a creative climate in Fulton County, recalls its history and heritage, attracts,
15 and encourages interaction with the urban landscape, and enhances the daily life of
16 Fulton County citizens; and

17 **WHEREAS**, the 54 Columns Public Art Installation Project ("Project") is the result
18 of the first partnership with a private entity for public artwork under the Master Plan; and

19 **WHEREAS**, the Fulton County Board of Commissioners accepted a donation of
20 the land upon which the Project currently sits and funding for the Project from the Taylor
21 Family Foundation at the July 15, 1998 Recess Meeting (Agenda Item #98-0981); and

22 **WHEREAS**, the Project was designed by internationally renowned artist Sol
23 LeWitt, and is comprised of 54 concrete pillars in varying heights that echo the City of
24 Atlanta's skyline that is visible on the site's western horizon; and

1 **WHEREAS**, the Project is located in the City of Atlanta's Fourth Ward
2 Neighborhood, adjacent to Freedom Parkway at the intersection of Glen Iris Drive and
3 Highland Avenue; and

4 **WHEREAS**, upon acceptance of the Taylor Family Foundation donation, Fulton
5 County agreed to provide maintenance of the Project and the site, and ensure that the
6 finished artwork area is landscaped; and

7 **WHEREAS**, the Fourth Ward Neighborhood Association is seeking funding from
8 various sources for improvements to the Project that will consist of stadium seating, up
9 lighting on columns, walkways, signage, plantings, and programming; and

10 **WHEREAS**, the Fulton County Board of Commissioners desires to pledge support
11 to revitalize the Project in an amount not to exceed \$100,000 in furtherance of their
12 commitment to maintain and landscape the Project; and

13 **WHEREAS**, the Fulton County Board of Commissioners believes the arts are
14 essential to the quality of life of our citizens and to the economic and social health of our
15 communities; and

16 **WHEREAS**, O.C.G.A. § 36-1-19.1 authorizes the County to provide grants,
17 appropriation or contributions for arts and humanities purposes, to be carried out within
18 the boundaries of the County via contract for services; and

19 **WHEREAS**, the Project will be funded through the Fulton County Public Arts Trust
20 account.

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners hereby authorizes a pledge in an amount not to exceed \$100,000.00 to the Fourth Ward Neighborhood Association in support of revitalization efforts for the 54 Columns Public Art Installation Project and in furtherance of Fulton County's commitment to maintain and landscape the Project.

BE IT FURTHER RESOLVED, that the Board of Commissioners hereby directs the Chief Financial Officer to ensure that the funding allocation will be taken out of the Fulton County Public Arts Trust account.

BE IT FURTHER RESOLVED, that the Chairman is authorized to execute the contract for services for the pledge, with such contract to be developed by the Department of Arts and Culture and the Office of the County Attorney.

BE IT FURTHER RESOLVED, that the County Attorney is authorized to approve the contract for services as to form and to make modifications thereto prior to execution by the Chairman.

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 such conflict.

SO PASSED AND ADOPTED, this 18th day of May 2022.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

Robert L. Pitts, Chairman

1 **ATTEST:**

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3
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5 _____
6 Tonya Grier,
7 Clerk to the Commission
8

9 **APPROVED AS TO FORM:**

10
11
12
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14 _____
15 Y. Soo Jo
16 County Attorney
17

18 P:\CALegislation\BOC\Resolutions\2022 Resolutions\5.18.22 Resolution to Pledge Support to 54 Columns Art
19 Project.docx



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0370

Meeting Date: 5/18/2022

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

Request approval of a Resolution authorizing the transfer of Title in Fee Simple of certain real property from Fulton County, Georgia to the City of South Fulton, Georgia; authorizing the Chairman to execute all documents necessary to effectuate such transfers; authorizing the County Attorney to approve all documents as to form and make modifications thereto as necessary prior to execution; and for other purposes. **(Pitts)**

1 A RESOLUTION AUTHORIZING THE TRANSFER OF TITLE IN FEE SIMPLE
2 OF CERTAIN REAL PROPERTY FROM FULTON COUNTY, GEORGIA TO
3 THE CITY OF SOUTH FULTON, GEORGIA; AUTHORIZING THE CHAIRMAN
4 TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH
5 TRANSFERS; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE ALL
6 DOCUMENTS AS TO FORM AND MAKE MODIFICATIONS THERETO AS
7 NECESSARY PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.

8
9 WHEREAS, the Fulton County (the "County") currently holds fee simple
10 title to the following properties (the "Properties") located in Fulton County:

11 (1) Trammell Crow Park located at 0 Cascade Road, South Fulton (Tax ID
12 Nos. 14F-0081-LL-043-8, 14F-0090-LL-008-0, and 14F-0080-LL-001-
13 7);

14 (2) Cliftdale Arts Center located at 0 Butner Road Extension, South
15 Fulton, (Tax ID No. 14F-0143-LL-104-4);

16 (3) Southwest Arts Center located at 915 New Hope Road, SW, South
17 Fulton (Tax ID No. 14F-0061-LL-011-9 and adjacent 60' strip)

18 (4) A former fire station located at 0 Miller Street, South Fulton (Tax ID No.
19 13-0064-0002-011-1); and

20 (5) Fire Station No. 11 located at 0 Fulton Industrial Boulevard, SW (Tax
21 ID No. 14F-0057-LL-030-5); and

22 WHEREAS, pursuant to O.C.G.A. § 36-31-11.1, a municipality created
23 after January 1, 2008, may elect to purchase parks and fire stations from the
24 county in which the municipality is located upon the terms set forth in the statute;
25 and

26 WHEREAS, the City of South Fulton (the "City") was created on May 1,
27 2017; and

1 **WHEREAS**, the City has informed the County that it desires to purchase
2 the Properties on the terms set forth in the statute; and

3 **WHEREAS**, the County is agreeable to transferring the Properties to the
4 City upon the terms set forth in the statute; and

5 **WHEREAS**, pursuant to Fulton County Code § 1-117, the Board of
6 Commissioners has exclusive jurisdiction and control over the direction and
7 control of all of the property of the County, as it may deem expedient, according
8 to law.

9 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of
10 Commissioners hereby approves and authorizes the transfer to the City of South
11 Fulton of Fulton County's fee simple property interest and title to the following
12 Properties upon the terms set forth in O.C.G.A. § 36-31-11.1:

13 (1) Trammell Crow Park located at 0 Cascade Road, South Fulton (Tax ID
14 No. 14F-0081-LL-043-8, 14F-0090-LL-008-0, and 14F-0080-LL-001-7);

15 (2) Clifftondale Arts Center located at 0 Butner Road Extension, South
16 Fulton, (Tax ID No. 14F-0143-LL-104-4);

17 (3) Southwest Arts Center located at 915 New Hope Road, SW, South
18 Fulton (Tax ID No. 14F-0061-LL-011-9 and adjacent 60' strip)

19 (4) A former fire station located at 0 Miller Street, South Fulton (Tax ID No.
20 13-0064-0002-011-1); and

21 (5) Fire Station No. 11 located at 0 Fulton Industrial Boulevard, SW (Tax
22 ID No. 14F-0057-LL-030-5).

23 **BE IT FURTHER RESOLVED**, that the Chairman is hereby authorized to

1 finalize, approve, and execute all documents, including but not limited to, any
2 deeds, purchase and sale agreement, or other documents, necessary to
3 effectuate the acceptance of the Properties from Fulton County to the City of
4 South Fulton.

5 **BE IT FURTHER RESOLVED**, that County Attorney is hereby authorized
6 to prepare, approve as to form, modify and execute any and all documents that
7 are necessary to accomplish the transactions authorized by this Resolution and
8 other necessarily related purposes and functions, prior to execution by the
9 Chairman.

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

13 **SO PASSED AND ADOPTED**, this 18th day of May, 2022.

14 **FULTON COUNTY BOARD OF**
15 **COMMISSIONERS**

16 **SPONSORED BY:**

17
18
19
20
21 _____
22 Robert L. Pitts, Chairman

23 **ATTEST:**

24
25 _____
26 Tonya R. Grier
27 Clerk to the Commission

28 **APPROVED AS TO FORM:**

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30
31
32 _____
33 Y. Soo Jo, County Attorney

34 P:\CALegislation\Land\05.12.2022 Resolution approving Transfer of non-WCA properties to COSF(003).doc



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0371

Meeting Date: 5/18/2022

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

Request approval of a Resolution in support of Women's Rights and the Rights of Privacy of all citizens, and for other purposes. **(Abdur-Rahman)**

RESOLUTION IN SUPPORT OF WOMEN'S RIGHTS AND THE RIGHTS OF PRIVACY OF ALL CITIZENS, AND FOR OTHER PURPOSES.

WHEREAS, in June the U.S. Supreme Court will end its current term with the very likelihood of issuing a ruling that will reverse and take away a right of women to determine what happens to their own body; and

WHEREAS, for nearly a half century it has been the law of the land that women have the right to choose and determine their own destiny, especially when it comes to reproductive rights, including what happens to them if they are raped or victims of incest, or face the risk of death by complicated childbirth; and

WHEREAS, never in modern history has a right conveyed upon a lawful member of American society been revoked, and so unceremoniously; and

WHEREAS thousands of Fulton County residents will lose this valued right if the U.S. Supreme Court overturns the Roe v. Wade decision, decided by a 7-2 Court in 1973, with five Republican justices and two Democrat justices in the majority of that landmark decision, written by Justice Blackmun, a Republican appointed by Republican President Richard M. Nixon; and

WHEREAS, Fulton County is charged with the protection of the health and safety of all its citizens, including their mental health; and

WHEREAS, in 1969 the American Psychological Association identified termination of pregnancy as a mental health and child welfare issue and a legitimate concern; and

WHEREAS, resolving that such termination should be considered a civil right of the pregnant woman, to be handled as other medical and surgical procedures in consultation with her physician, and in particular to be considered legal if performed by a licensed medical professional in a licensed medical facility; and

WHEREAS, since that time, efforts to recriminalize abortion and to limit access to the full range of reproductive options to women; underscored and affirmed the preponderance of scientific data supporting the conclusion that freedom of choice and a woman's control over her critical life decisions promotes psychological health; and

WHEREAS, many states have enacted (so-called "trigger") laws that would immediately criminalize a woman, her doctor or even an aide for any participation in helping a woman decide what is right for her mind and body; and

WHEREAS, millions of women stand to be seriously injured in the loss of their privacy and their right of self-determination if the Court overturns Roe; and

WHEREAS, the U.S. Senate failed to adopt a bill, titled the "Women's Health Protection Act," that would provide for and enshrine women's reproductive health rights nationwide and "protect a person's ability to determine whether to continue or end a pregnancy, and to protect a health care provider's ability to provide abortion services;" and

WHEREAS, Fulton County's own U.S. Representative Nikema Williams has introduced a Resolution in the House of Representatives that Congress condemn attempts to criminally prosecute people who perform abortions, have abortions or experience miscarriages; and

WHEREAS, a Pew Research Center survey in March found that 61 percent of Americans believe abortion should be legal in all or most cases and that only 37 percent say the opposite; and

WHEREAS, there is a strong belief that if the Court revokes this fundamental right that has been common law since 1973, and rooted in the sound legal ascertainment and belief that this right is tied to a common-law right of privacy, that other rights including same-sex marriage, interracial dating and interracial marriage, equal opportunity, and other such common-law rights tied to privacy, will be in the crosshairs of those who wish to eliminate such rights altogether.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Fulton County urges the passage of all laws that will enshrine a women's right to choose, a right of all Americans to enjoy the privacy of their homes, person, and consultations with their religious advisors, doctors and counselors; and

BE IT ALSO RESOLVED, that the Board issues its strongest objection to any attempt to "turn back the clock" on human and civil rights, including rights of women, minorities, populations of color, those members of the LGBTQ community and more.

BE IT FURTHER RESOLVED, that Board of Commissioner directs the Clerk to the Commission to spread this Resolution upon the official minutes and record of the Board of Commissioners of Fulton County, Georgia, and disseminate the Resolution appropriately throughout Fulton County and forthwith to Fulton County's representatives in state and federal government, including the Governor, the President, the Vice President and the leaders of Congress.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this _____ day of May, 2022.

FULTON COUNTY BOARD OF
COMMISSIONERS

SPONSORED BY:

Khadijah Abdur-Rahman, Commissioner
District 6

CO-SPONSORED BY:

_____, Commissioner
District _____

_____, Commissioner
District _____

_____, Commissioner
District _____

District _____, Commissioner

District _____, Commissioner

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0372

Meeting Date: 5/18/2022

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

Request approval of a Resolution in observance and support of Asian-American and Native Hawaiian Pacific Islander Heritage Month; and for other purposes. **(Abdur-Rahman)**

RESOLUTION IN OBSERVANCE AND SUPPORT OF ASIAN-AMERICAN AND NATIVE HAWAIIAN PACIFIC ISLANDER HERITAGE MONTH AND FOR OTHER PURPOSES.

WHEREAS, every May we honor the significant contributions of members of our Asian American, Native Hawaiian and Pacific Islander (AA and NHPI) community, and in 2022, this enthusiasm has not waned, for we can never say enough about the unique gifts these Americans give our country day-in and day-out; and

WHEREAS, the theme of this year's observance is "Advancing Leaders Through Collaboration;

WHEREAS, as we celebrate and pay tribute to generations of these proud Americans, many of whom have made, and make Fulton County, Georgia their home, we also recognize that many of them paved the way for greater opportunity for everyone; and

WHEREAS, Fulton County wishes to reaffirm its commitment to confronting discrimination and hate in all forms—so that together, we can create a County, State and Country that is truly equitable and inclusive for all; and

WHEREAS, the rather broad term, Asian/Pacific encompasses all of the Asian continent and the Pacific islands of Melanesia (New Guinea, New Caledonia, Vanuatu, Fiji and the Solomon Islands), Micronesia (Marianas, Guam, Wake Island, Palau, Marshall Islands, Kiribati, Nauru and the Federated States of Micronesia) and Polynesia (New Zealand, Hawaiian Islands, Rotuma, Midway Islands, Samoa, American Samoa, Tonga, Tuvalu, Cook Islands, French Polynesia and Easter Island); and

WHEREAS, like most commemorative months, AA and NHPI Heritage Month originated with Congress, introduced on the House floor in 1977, proclaiming the first ten days in May as Pacific/Asian American Heritage Week, and for a number of years, the observance was a week-long celebration; and

WHEREAS, in 1990, Congress passed a law expanding the observance to a month that year and then in 1992, Congress made it an annual month-long observance; and

WHEREAS, the month of May was chosen to commemorate the immigration of the first Japanese to the United States on May 7, 1843, and to mark the anniversary of the completion of the transcontinental railroad on May 10, 1869, of which the majority of the workers who laid the tracks were Chinese immigrants.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Fulton County enthusiastically joins in the national observance of Asian American, Native Hawaiian and Pacific Islander Heritage Month and;

BE IT ALSO RESOLVED, that the Board urges all residents and visitors to Fulton County, Georgia to take time to participate in the observance of this special occasion through the many resources and amenities offered by the County, especially Fulton County libraries; and

BE IT FURTHER RESOLVED, that Board of Commissioner directs the Clerk to the Commission to spread this Resolution upon the official minutes and record of the Board of Commissioners of Fulton County, Georgia, and disseminate the Resolution appropriately throughout all of Fulton County;

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this _____ day of May, 2022.

FULTON COUNTY BOARD OF
COMMISSIONERS

SPONSORED BY:

Khadijah Abdur-Rahman, Commissioner
District 6

CO-SPONSORED BY:

_____, Commissioner
District _____

_____, Commissioner
District _____

_____, Commissioner
District _____

_____, Commissioner
District _____

_____, Commissioner
District _____

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0373

Meeting Date: 5/18/2022

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

Request approval of a Resolution in observance of Memorial Day in Fulton County and in honoring the men and women who gave the ultimate sacrifice so that Americans continue to enjoy life, liberty, freedom and all the privileges of American citizenship; and for other purposes. **(Abdur-Rahman)**

RESOLUTION IN OBSERVANCE OF MEMORIAL DAY IN FULTON COUNTY AND IN HONORING THE MEN AND WOMEN WHO GAVE THE ULTIMATE SACRIFICE SO THAT AMERICANS CONTINUE TO ENJOY LIFE, LIBERTY, FREEDOM AND ALL THE PRIVILEGES OF AMERICAN CITIZENSHIP, AND FOR OTHER PURPOSES.

WHEREAS, Memorial Day each year serves as a solemn reminder of the tribulations of war and its bitter aftermath of sorrow and lamentation; and

WHEREAS, this day has traditionally been devoted to paying homage to the loved ones who lie in hallowed graves throughout the land, having sacrificed their lives that war might end and peace and freedom live around the world and here at home in the United States; and

WHEREAS, the Congress, approved in 1950, a joint resolution that Memorial Day should be set aside as a day of prayer for permanent peace and requested the President to issue a proclamation calling upon the people of the United States to observe Memorial Day in that manner; and

WHEREAS, thousands of Fulton County residents have served the U.S. armed forces here and abroad to maintain every Fulton citizens' right to life liberty and the pursuit of happiness and more; and

WHEREAS, On Memorial Day, as the President has proclaimed, "we honor and reflect upon the courage, integrity, and selfless dedication of the members of our Armed Forces who have made the greatest sacrifice in service to our Nation. Whether in the waters of the Pacific, on the beachheads of Europe, in the deserts of the Middle East, or in the mountains of Afghanistan, American service members have given their lives to uphold our Constitution and to defend the safety and freedoms of our citizens; and

WHEREAS, "These patriots embody the best of the American spirit. They put themselves on the line for our shared values — for duty, honor, country — and they paid the ultimate price. Our Nation can never fully repay the debt we owe to our fallen heroes and their families."

NOW THEREFORE BE IT RESOLVED, that the Fulton County Board of Commissioners, declares, honors and remembers all those whose lives we cherish for serving in uniform; and

BE IT ALSO RESOLVED, that the Board urges all people of Fulton County, Georgia to pause on May 31, to remember those who gave the ultimate sacrifice, and their families who have shouldered the greatest pain in the loss, through prayer, thought and community service; and

BE IT FINALLY RESOLVED, that the County Manager is directed to fly all flags of Fulton County buildings at half-staff during the observance of this year's Memorial Day in honor of the fallen who served.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this _____ day of May, 2022.

FULTON COUNTY BOARD OF
COMMISSIONERS

SPONSORED BY:

Khadijah Abdur-Rahman, Commissioner
District 6

CO-SPONSORED BY:

District _____, Commissioner

District _____, Commissioner

District _____, Commissioner

District _____, Commissioner

District _____, Commissioner

District _____, Commissioner

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0374

Meeting Date: 5/18/2022

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

Discussion: Invest Atlanta Board of Directors April 21, 2022 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**

APRIL 21, 2022

BOARD MEMBERS IN ATTENDANCE: MAYOR ANDRE DICKENS; RANDY HAZELTON; CHRIS AHRENKIEL; FRED SMITH; TODD GREENE; HONORABLE JASON DOZIER; 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 APPROVE A **SERVICES AGREEMENT** DATED AS OF JANUARY 1, 2022, BETWEEN INVEST ATLANTA AND **ATLANTA EMERGING MARKETS, INC.** ("AEMI"); AUTHORIZING THE ACCEPTANCE OF AN ALLOCATION FROM AEMI TO INVEST ATLANTA IN AN AMOUNT NOT TO EXCEED \$569,541.00 IN CONSIDERATION THEREFORE; AND FOR OTHER PURPOSES.
RESOLUTION APPROVED
2. INDUCEMENT RESOLUTION OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA DECLARING ITS INTENTION TO ISSUE NOT TO EXCEED \$22,000,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF ATLANTA DEVELOPMENT AUTHORITY TAXABLE LEASE PURCHASE REVENUE BONDS IN ONE OR MORE SERIES TO FINANCE THE ACQUISITION AND CONSTRUCTION OF A PROPOSED HEADQUARTERS AND EXPANDED FOOD MANUFACTURING FACILITY PROJECT FOR **LATINO ENTERPRISES, INC.**; AND OTHER RELATED MATTERS.
RESOLUTION APPROVED
3. RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA AUTHORIZING A GRANT TO 1651 DONALD LEE HOLLOWELL, LLC, FROM THE PERRY/BOLTON TAX ALLOCATION DISTRICT RESURGENS FUND IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THIRTY-EIGHT THOUSAND DOLLARS (\$538,000.00) TO PROVIDE FUNDING SUPPORT FOR THE EXPANSION AND REDEVELOPMENT OF A COMMERCIAL RESTAURANT SPACE LOCATED AT **1651 DONALD LEE HOLLOWELL PARKWAY** WITHIN THE BOUNDARIES OF THE PERRY/BOLTON TAX ALLOCATION DISTRICT; AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A GRANT AGREEMENT AND ANCILLARY DOCUMENTS IN CONNECTION WITH SUCH GRANT; AND FOR OTHER PURPOSES.
RESOLUTION APPROVED
4. RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA TO AUTHORIZE INVESTMENT OF AVAILABLE FUNDS IN THE LOCAL GOVERNMENT INVESTMENT POOL **GEORGIA FUND 1**; AND FOR OTHER PURPOSES.
RESOLUTION APPROVED



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0375

Meeting Date: 5/18/2022

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

Discussion: Atlanta BeltLine, Inc. May 11, 2022 CEO Report **(Morris)**



CEO REPORT

Atlanta BeltLine, Inc. Board of Directors Meeting

May 11, 2022





ATLANTA BELTLINE VISION





NORTHEAST TRAIL

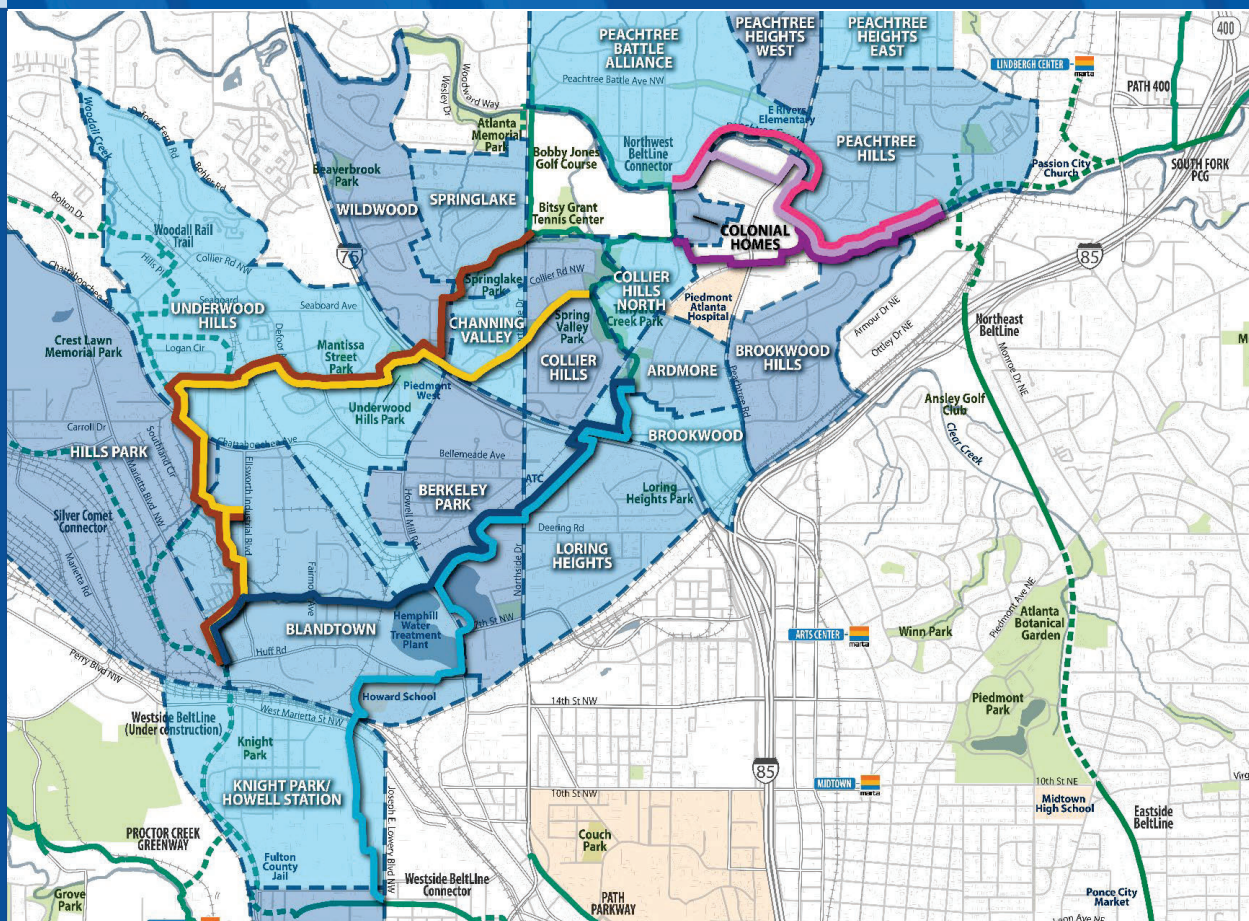
- Construction underway
- Press conference for groundbreaking May 18
- Pursuing \$70 million federal Mega grant





NORTHWEST TRAIL

- Community meeting May 12 to announce results of study and prioritized alignments



Legend

NW BeltLine Trail Study Corridors

- Corridor #1
- Corridor #2
- Corridor #3
- Corridor #4
- Corridor #5
- Corridor #6
- Corridor #7
- Neighborhood Boundary
- Existing Trail
- - - Planned Trail
- Park



SOUTHSIDE TRAIL

- Sen. Ossoff held a press conference to spotlight the \$5 million secured in Congressional funding for the Southside Trail





TRAIL FUNDING UPDATES

- Woodruff Foundation: \$80 million
- Cox Foundation: \$30 million
- SSD: \$100 million
- USDOT Raise Grant: \$16.46 million
- Federal appropriation: \$5 million





BELTLINE MARKETPLACE

- Commercially affordable spaces for up to 6 small, Black-owned businesses on the Westside and Eastside Trails
- Over 240 apps received
- Opening in June

beltline.org/marketplace





AFFORDABLE HOUSING

55 Milton grand
opening May 17

Parkside grand
opening June 1





AFFORDABLE HOUSING

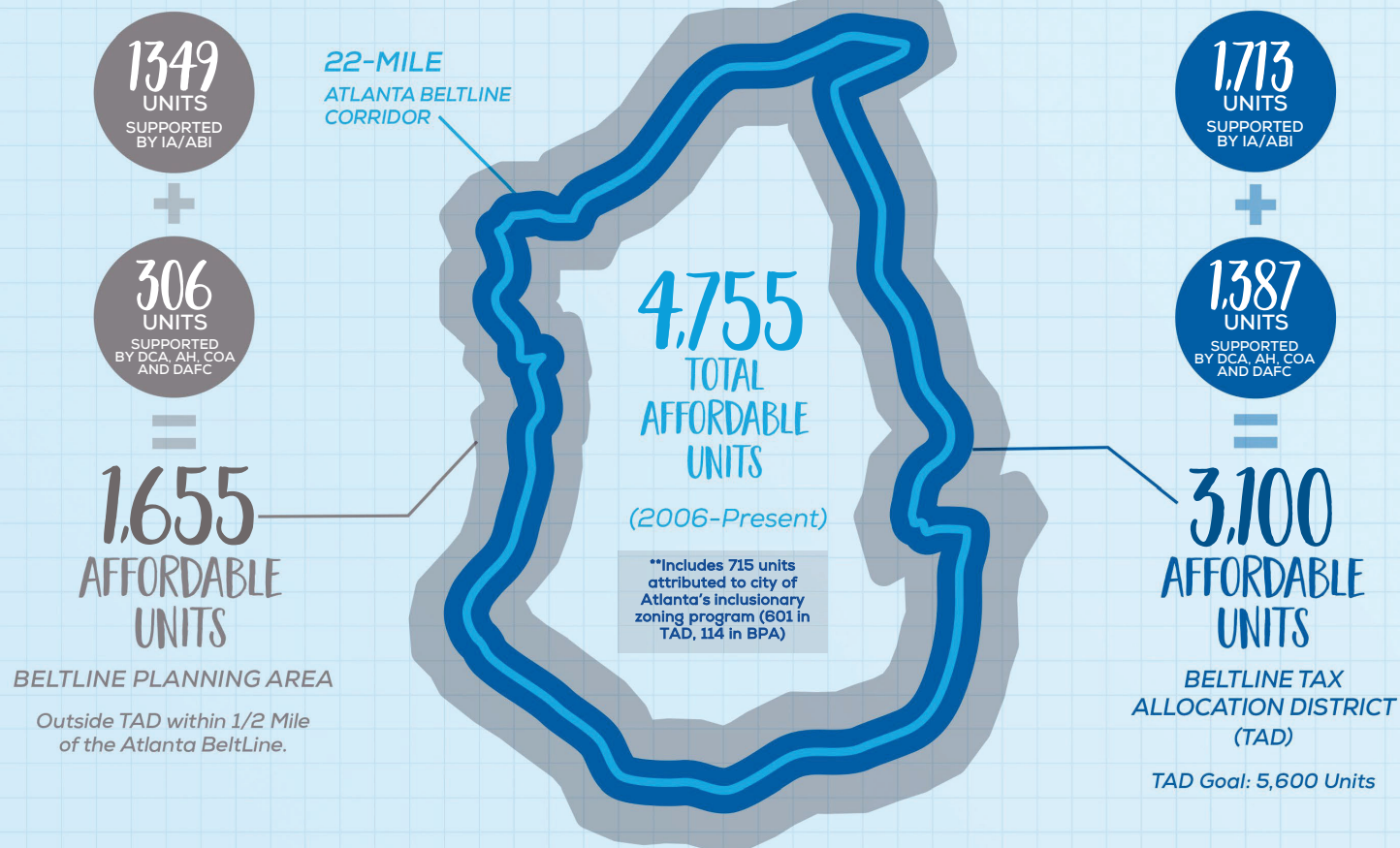
AFFORDABLE UNITS CREATED/PRESERVED

TAD and Planning Area boundaries are represented here for illustrative purposes only.

For precise boundary lines, please visit:
beltline.org/map

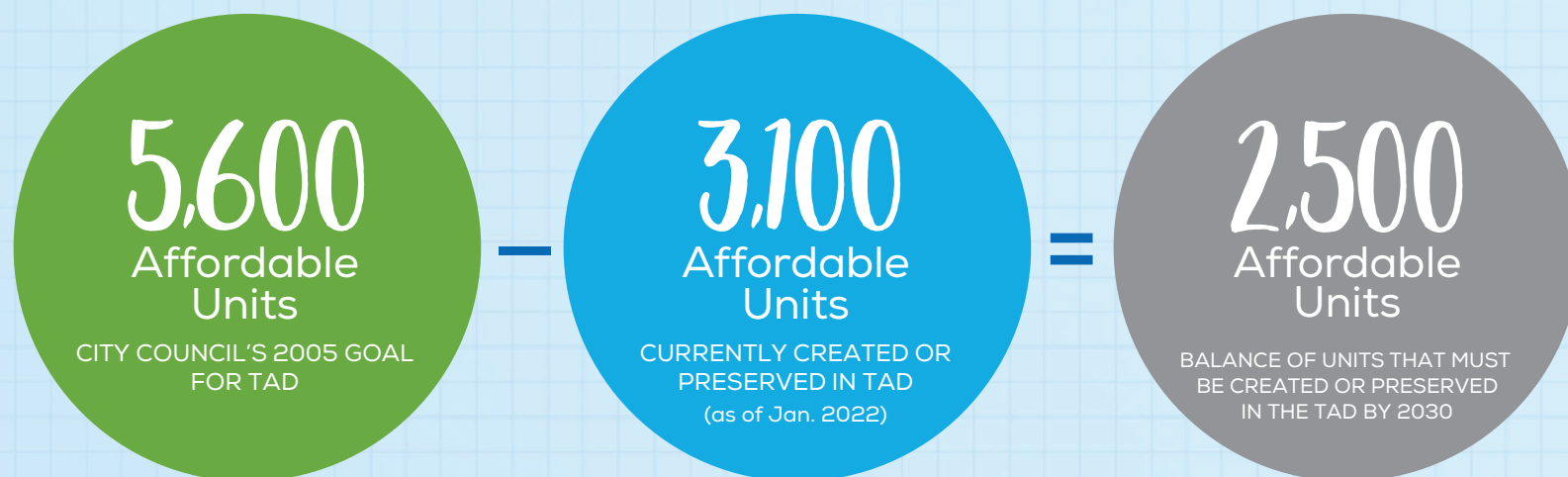
CHART LEGEND >>

ABI	Atlanta BeltLine
AH	Atlanta Housing
COA	City of Atlanta
DAFC	Development Authority of Fulton County
DCA	Department of Community Affairs
IA	Invest Atlanta





HOUSING AFFORDABILITY: TAD SCORECARD





AFFORDABLE HOUSING PIPELINE

Atlanta BeltLine Affordable Housing Locations

Pipeline In TAD ● In BPA ▲

Atlanta BeltLine, Inc. (ABI)
Controlled Property

Atlanta BeltLine Trail Corridor

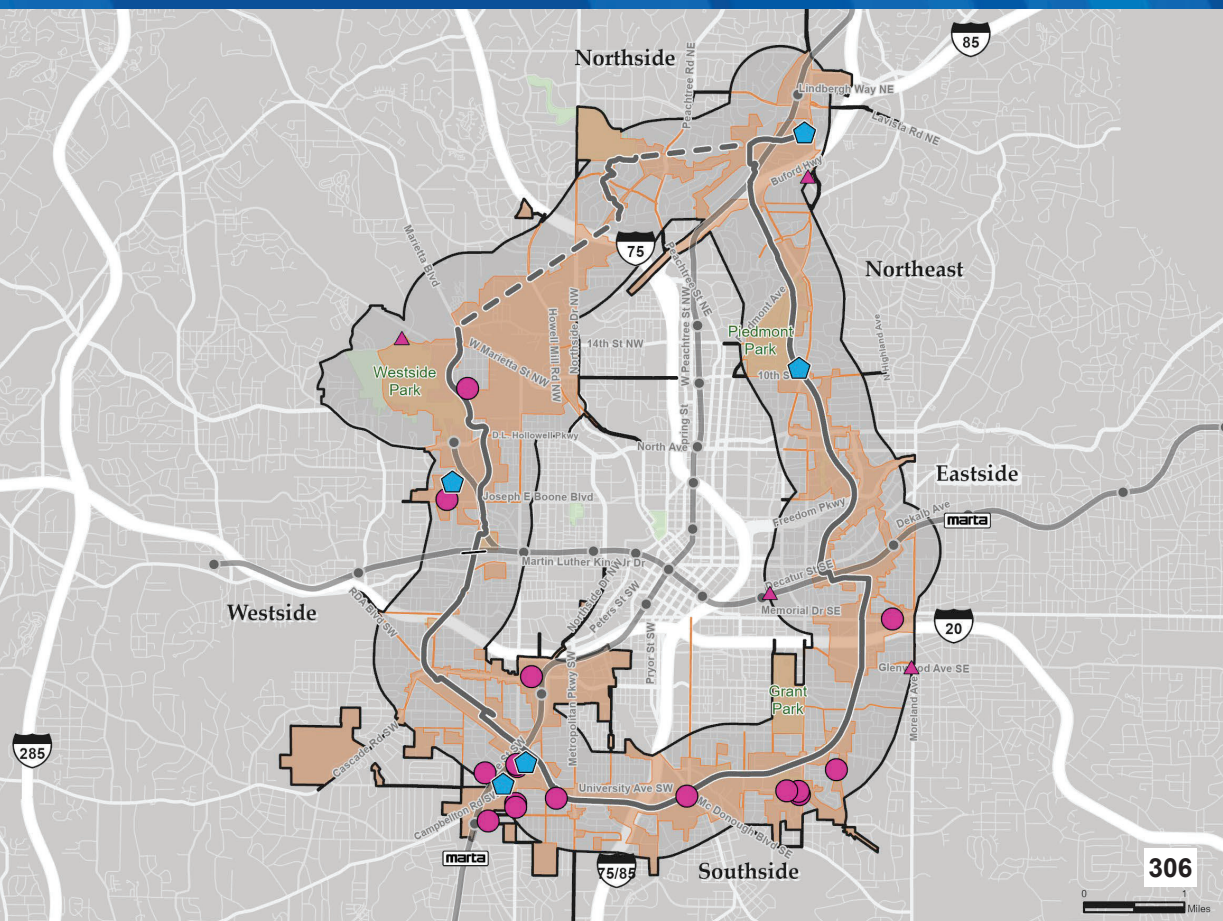
Atlanta BeltLine Tax
Allocation District (TAD)

Atlanta BeltLine
Planning Area (BPA)

- Affordable housing pipeline locations include developments supported by partners including IA, DCA, AH, COA and DAFC
- All ABI controlled properties are within the TAD

**Atlanta BeltLine
Affordable Housing Pipeline
Updated: February 2022**

Map created by ABI GIS • February 23, 2022 • GIS\Projects\HPD



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ARTS & CULTURE

Atlanta BeltLine Lantern Parade

- May 21
- Westside Trail

Performances
and mural +
sculpture
installations
continue





QUESTIONS?

