

**FULTON COUNTY BOARD OF COMMISSIONERS  
RECESS MEETING**

June 15, 2022  
10:00 AM



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



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

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

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

Robert L. Pitts, Chairman (At-Large)  
Liz Hausmann, 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****22-0413 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.

**22-0414 Board of Commissioners**

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Veterans Empowerment Organization Appreciation Day." (Ellis)  
May 19, 2022

Proclamation recognizing "Project H.E.L.P. Atlanta Appreciation Day." (Pitts)  
June 18, 2022

Proclamation recognizing "Nancy Mae Green Appreciation Day." (Arrington)  
June 23, 2022

**Open & Responsible Government****22-0415 Finance**

Ratification of May 2022 Grants Activity Report.

**22-0416 Real Estate and Asset Management**

Request approval of a change order less than 10% - Department of Real Estate and Asset Management, 17RFP105999K-JAJ, Elevator Modernization for Multiple Buildings in Fulton County in the amount of \$32,750.00 with Mowery Elevator Company of Florida, Inc. (Marianna, FL), to modify the existing Scope of Work to provide replacement of ADA wheelchair lift at the Hammond House Museum. Effective upon BOC approval.

**22-0417 Information Technology**

Request approval of a Resolution to amend the Restatement and Second Amendment of the Intergovernmental Agreement for the provision of services to the Fulton County Board of Health in order to allow additional time for the Board of Health to finalize the transition of information technology services; to continue the leasing of county vehicles to the Board of Health for Covid-19 response purposes, and for other purposes; to authorize the Chairman to execute such amendments; and to authorize the County Attorney to approve the amendment to the Restatement and Second Amendment and related documents as to form and make any necessary modifications prior to execution.



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**Arts and Libraries****22-0418 Library**

Request approval to award a contract without competition - The Fulton County Library System #22EF134698B, Vox Readalong Books in the amount of \$10,000.00 with Vox (Vienna, VA), to provide a readalong book selection with a permanent reader box attached to the hard cover of the book. Effective upon BOC approval for a 12 month period.

**Health and Human Services****22-0419 Public Works**

Request approval of a change order less than 10% - Department of Public Works, 20ITBC125292A-FB, Ductile Iron Pipe, Restraining Gaskets, and Tapping Saddles to increase the unit prices as outlined in the attached pricing sheet, no additional funding required, with Ferguson Waterworks (Norcross, GA), to provide ductile iron pipe, restraining gaskets and tapping saddles. Effective upon BOC approval.

**22-0420 Public Works**

Request approval of a change order less than 10% - Department of Public Works, 19ITBC120482A-FB, Manholes, Frames, Grates, and Accessories Fittings to increase the unit prices as outlined in the attached pricing sheet with Ferguson Waterworks (College Park, GA), to provide manholes frames, grates, and accessories. No additional funding is required. Effective upon BOC approval.

**22-0421 Community Development**

Request approval to amend the contract approved by the BOC on April 13, 2022 (Agenda Item 22-0221) issued to North Fulton Community Charities in the amount of \$28,286.00 by adding additional funds from the Coordinated Intake and Assessment System (CIAS) grant in the amount of \$49,132.64 for a new contract amount totaling \$77,418.64 and amend the contract issued to Community Assistance Center in the amount of \$25,000.00 approved by the BOC on October 20, 2021 (Agenda Item 21-0798) by adding additional funding in the amount of \$25,000.00 from the CIAS grant for a new contract amount totaling \$50,000.00.

**22-0422 Community Development**

Request approval to amend the contract services dates for 1) The Drake House and Hope Thru Soap approved by the BOC on December 15, 2021 (Agenda Item #21-1050) from October 1, 2020 - June 30, 2022 to October 1, 2020 - November 30, 2022 and 2) 24/7 Gateway, LLC approved by the BOC on September 15, 2021 (Agenda Item #21-0684) from October 1, 2020 - July 31, 2022 to October 1, 2020 - November 30, 2022. This action will allow the agency more time to expend the funding allocated. The ESG CARES Act funding will expire on September 30, 2023.

**22-0423 Department for HIV Elimination**

Request approval for Business Associate Agreements between Fulton County and subrecipients receiving grant funds via the Department for HIV Elimination. Request authorization for the Chairman to execute Business Associate Agreements with subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the Business Associate Agreements as to form and substance and make any necessary modifications thereto prior to execution by the Chair.

**Infrastructure and Economic Development****22-0424 Public Works**

Request approval to amend an existing contract - Department of Public Works, AP020-9041-32(121) Fulton County PID-T006944, Airport Master Plan at no additional cost with the Georgia Department of Transportation, Atlanta, GA to modify line items necessary to expense Fiscal Year 2018 Federal Grant Funds.

**22-0425 Select Fulton**

Request approval to increase spending authority - Select Fulton, Workforce Development Division, 18RFP552018BJD, Workforce Service Delivery Providing Adult, Dislocated and Youth Services in the amount of \$124,035.00 with Arbor E & T, LLC d/b/a ResCare Workforce Services (RWS) (Louisville, KY), to provide Workforce Service Delivery Providing Adult, Dislocated and Youth Services for eligible Fulton County residents. Effective upon BOC approval. 100% grant funded.

**22-0426 Real Estate and Asset Management**

Request approval of a Water Line Easement Dedication of 44,058 square feet to Fulton County, a political subdivision of the State of Georgia, from GRBK North Point, LLC for the purpose of constructing the Ecco Park Phase 2 Project at 1275 North Point Parkway, Alpharetta, Georgia 30022.

**Justice and Safety****22-0427 Marshal**

Request approval of the lowest responsible bidders - Marshal's Department, 22ITBC0412B-EF, Duty Gear and Uniforms in the total amount of \$28,000.00 with (A) Lawmen's Shooter's Supply, Inc (Titusville, FL) in the amount of \$3,000.00; (B) T & T Uniforms, Inc., (Smyrna, GA) in the amount of \$11,000.00; and, (C) Smyrna Police Distributors (Smyrna, GA) in the amount of \$14,000.00, to provide duty gear, uniforms and other related items for Fulton County Marshal's Department assigned employees on an "as needed" basis. Effective upon BOC approval through December 31, 2022, with two renewal options.

**22-0428 Police**

Request approval of a statewide contract - Police Department, SWC 99999-SPD-NVPWA06913-0004, Public Safety Two-Way Radios in the amount of \$60,362.94 with Motorola Solutions, Inc. (Fayetteville, GA) to provide portable radios and accessories. Effective upon BOC approval. This is a one-time procurement. 100% grant funded.

**RECESS MEETING AGENDA****22-0429 Board of Commissioners**

Adoption of the Recess Meeting Agenda.

**22-0430 Clerk to the Commission**

Ratification of Minutes.

Recess Meeting Minutes, May 18, 2022

Regular Meeting Post Agenda Minutes, June 1, 2022

Special Called Meeting Post Agenda Minutes, June 3, 2022

**22-0431 Board of Commissioners**

Presentation of Proclamations and Certificates.

Proclamation recognizing "DUI Treatment Court Appreciation Day." **(Pitts)**

Proclamation recognizing "Atlanta Fire Rescue Memorial Appreciation Day." **(Hall)**

Proclamation recognizing "Pride Month." **(Hall)**

Proclamation recognizing "Project You First Appreciation Day." **(Hall)**

Proclamation recognizing "Family Food Fest Appreciation Day." **(Arrington)**

Proclamation recognizing "The Girl Greatness Rites of Passage Experience Appreciation Day." **(Abdur-Rahman)**

Proclamation recognizing "Women Veterans Appreciation Day." **(Abdur-Rahman)**

Proclamation recognizing "World Elder Abuse Awareness Day." **(Abdur-Rahman)**

**PUBLIC HEARINGS****22-0432 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.

**COUNTY MANAGER'S ITEMS****Open & Responsible Government****22-0433 County Manager**

Presentation of COVID-19 Operational Response Update.

**22-0434 Purchasing and Contract Compliance**

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

**22-0435 Purchasing and Contract Compliance**

Request approval to award a contract without competition - Purchasing & Contract Compliance, 14RFP721B-WL, Small Business Market Availability Study, in an amount not to exceed \$54,500.00 with Keen Independent Research, LLC (Denver, CO), to assist Fulton County in performing an evaluation of the current Small Business Enterprise (SBE) Program prior to the December 31, 2022, sunset of the Program. Keen Independent conducted the 2016 Small Business Study that led the County to adopt the SBE Program which includes a provision that requires periodic review and analysis of the Program to determine if adjustments need to be made prior to its sunset. The review period is 2017 through 2021. Effective upon BOC approval through December 31, 2022.

**22-0436 Finance**

Presentation, review and approval of June 15, 2022 Budget Soundings.

**22-0437 Tax Assessor**

Request approval to amend an existing contract - Board of Assessors, 21SS031121C-MH, Audit and Discovery of Unreported Aircraft with Specialized Tax Recovery (Mayfield Heights, OH) to modify the existing fee schedule to replace all contingency fees with flat rates. Effective upon BOC approval for 12-month period.

**22-0438 Registration & Elections**

Request approval to increase spending authority - Registration and Elections, 22ITBC031722MH-C, Ballot Printing in an amount not to exceed \$149,907.74 with Tattnell Journal, Inc. dba Tattnell Ballot Solutions (Reidsville, GA) to provide ballot printing services for the May 24, 2022 General Primary Election and June 21, 2022 Runoff. Effective upon BOC approval.

**22-0439 Real Estate and Asset Management**

Request approval to increase spending authority - Department of Real Estate and Asset Management, 19ITB120358C-GS, Fire Sprinkler Protection System Maintenance Service in the amount of \$263,700.00 with (B) Central Fire Protection, Inc. (Conyers, GA), to facilitate the removal and replacement of existing fire pumps and controllers at the Fulton County Government Center Assembly Building and the Fulton County Justice Center Tower. Effective upon BOC approval.

**Health and Human Services****22-0440 Public Works**

Request approval of a Materials Transfer Agreement (MTA) between Fulton County and Verily Life Sciences LLC for participation in COVID testing of wastewater program through Emory University, the District-wide Single-Family Residential Toilet Retrofit program for one year (12 months), effective upon execution.

**22-0441 Community Development**

Request approval to amend an existing contract - Department of Community Development with Northeast & Bucks Company DBA, Mullin & Lonergan Associates (M&L) to increase the spending authority in an amount not to exceed \$70,000.00 and to extend the existing contract date from June 1, 2021 to May 31, 2022 to June 1, 2022 to December 31, 2022 to provide assistance to the Fulton County Department of Community Development in preparation of various documents and technical assistance related to administration of the Department of Housing and Urban Development's ("HUD") Office of Community Planning and Development (CPD) funds.

**22-0442 Community Development**

Request approval of the 2022 Veterans Services Program (VSP) Evaluation Committee's recommendations in the amount of \$1,000,000.00 to the non-profits identified in Attachment "A". VSP funding to these non-profits will support the delivery of essential community services to Fulton County Veterans in the areas of: Economic Stability/Poverty; Health and Wellness, and Homelessness and Housing.

**22-0443 Senior Services**

Request approval of a recommended proposal - Senior Services, 21RFP000027A-CJC, Senior Transportation Services in the amount of \$6,287,324.68 with Transdev, Incorporated (East Point, GA) to provide transportation services for Senior Services and Behavioral Health programs. Effective July 1, 2022 through December 31, 2022 with four renewal options.

**22-0444 Senior Services**

Request approval to extend an existing contract - Senior Services 16RFP02082016A-CJC, Senior Transportation Services in an amount not to exceed \$1,680,000.00 with Transdev, Incorporated (Lombard, IL), to provide senior transportation services for Senior Services and Behavioral Health Programs for an additional three month period. Effective July 1, 2022 through September 30, 2022.

**22-0445 Senior Services**

Request approval to increase spending authority - Department of Senior Services, 21RFP000016A-CJC - Alternative Senior Transportation Services, in the amount not to exceed \$43,987.00 with Common Courtesy (Atlanta, GA), to provide transportation services/ride sharing through Uber/Lyft for eligible seniors aged 60 and above. Effective upon Board approval.

**Justice and Safety****22-0446 Sheriff**

Request approval of an Intergovernmental Agreement (IGA) between the City of Alpharetta and the Fulton County Sheriff's Office represented by Patrick Labat a constitutional officer for the occupancy, use, operation, supervision, and detention of inmates in the Alpharetta Jail Facility located at 2565 Old Milton Parkway in Alpharetta, Georgia. Effective dates: August 1, 2022, through August 1, 2023, with four (4) successive one (1) year renewals. The County Attorney is authorized to approve the IGA as to form and to make necessary modifications thereto prior to execution.

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**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) (HELD FOR 30 DAYS ON 5/18/22)**

**22-0407 Board of Commissioners**

Request approval of an Ordinance to amend Chapter 38 (Human Relations) of the Fulton County Code of Ordinances by adopting a new Article III (Discrimination in Housing) to prohibit discrimination in Housing based on a person's sex, race, color, religion, disability, familial status, national origin, sexual orientation, gender identity or gender expression; and for other purposes. **(Morris) (HELD ON 5/18/22)**

**Commissioners' Full Board Appointments****22-0447 Board of Commissioners****FULTON COUNTY BOARD OF TAX ASSESSORS**

The Fulton County Board of Tax Assessors shall be a five-member board, whose members shall be appointed by the full Board of Commissioners of Fulton County upon nomination by any member of the board of commissioners. Of the five members, at least one shall be a resident of the City of Atlanta, at least one shall be a resident of that portion of Fulton County that lies north of the municipal limits of the City of Atlanta, and at least one shall be a resident of that portion of Fulton County that lies south of the municipal limits of the City of Atlanta.

Term = 4 years

Terms below expire: 6/30/2022

Lisa Aman **(Post 5) (BOC-North Fulton/Morris)**

Pamela J. Smith **(Post 2) (BOC-South Fulton/Arrington)**

**Chairman Pitts has nominated Pamela J. Smith (Post 2) for a Full Board reappointment to a term ending June 30, 2026.**



**22-0448**   **Board of Commissioners**  
**FULTON COUNTY BOARD OF TAX ASSESSORS**

The Fulton County Board of Tax Assessors shall be a five-member board, whose members shall be appointed by the full Board of Commissioners of Fulton County upon nomination by any member of the board of commissioners. Of the five members, at least one shall be a resident of the City of Atlanta, at least one shall be a resident of that portion of Fulton County that lies north of the municipal limits of the City of Atlanta, and at least one shall be a resident of that portion of Fulton County that lies south of the municipal limits of the City of Atlanta.

Term = 4 years

Terms below expire: 6/30/2022

Lisa Aman (**Post 5**) (**BOC-North Fulton/Morris**)

Pamela J. Smith (**Post 2**) (**BOC-South Fulton/Arrington**)

**Commissioner Morris has nominated Mindy Kaplan to replace Lisa Aman (Post 5) upon the completion of her June 30, 2022 term, for a Full board appointment to a term beginning July 1, 2022 and ending June 30, 2026.**

**COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS**

**22-0449**   **Board of Commissioners**  
Discussion: Invest Atlanta Board of Directors May 19, 2022 Meeting Summary (**Morris**)

**22-0450**   **Board of Commissioners**  
Discussion: Atlanta BeltLine, Inc. June 8, 2022 CEO Report (**Morris**)

**EXECUTIVE SESSION**

**22-0451**   **Board of Commissioners**  
Executive (**CLOSED**) Sessions regarding litigation (**County Attorney**), real estate (**County Manager**), and personnel (**Pitts**).

**ADJOURNMENT**







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0414

**Meeting Date:** 6/15/2022

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Veterans Empowerment Organization Appreciation Day.” **(Ellis)**  
May 19, 2022

Proclamation recognizing “Project H.E.L.P. Atlanta Appreciation Day.” **(Pitts)**  
June 18, 2022

Proclamation recognizing “Nancy Mae Green Appreciation Day.” **(Arrington)**  
June 23, 2022





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 22-0415

Meeting Date: 6/15/2022

### Department

Finance

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

Ratification of May 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 May 2022 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period May 1, 2022 through May 31, 2022. Fulton County departments report the following grants activity:

- Applications Submitted/Pending: 8 (\$3,795,976.60 + \$182,113.50 Cash Match)
- Applications Awarded: 9 (\$2,564,401.34 + No Cash Match)

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

- Justice and Safety
- Health and Human Services
- Open and Responsible Government

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

- Total Applications Submitted/Pending: 26 (\$29,887,732.02 + \$182,613.50)
- Total Applications Awarded: 18 (\$12,702,271.45 + \$101,099.16 Cash Match)
- Total Grant Applications Denied: 7 (\$48,128,508.00 + No Cash Match)

**Scope of Work:**

**Community Impact:**

**Department Recommendation:** Department recommends ratification of the May 2022 Grants Activity Report (GAR).

**Project Implications:**

**Community Issues/Concerns:**

**Department Issues/Concerns:**



# **FULTON COUNTY FY2022 GRANTS ACTIVITY REPORT May 2022**

Presented to:  
Fulton County Board of Commissioners  
Wednesday, June 15, 2022  
Recess Meeting

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



# Exhibit 1: Board Grants Ratification Summary

## Grants Submitted and/or Awarded May 1, 2022 Through May 31, 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 May 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 May 1, 2022 Through May 31, 2022 Requiring BOC Ratification						
Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status
JUSTICE AND SAFETY						
District Attorney	Dept. of Justice (DOJ)	Local Law Enforcement Crime Gun Intelligence Center (CGIC) Integration Initiative	Request approval to apply and accept a "Local Law Enforcement Crime Gun Intelligence Center (CGIC) Integration Initiative" grant in the amount of \$700,000 from the U.S. Department of Justice, Bureau of Justice Assistance. The goal of the CGIC is to develop leads that will identify armed violent offenders for investigation and prosecution within Fulton County over a three-year grant period. CGIC links forensics with investigations through innovative technology, effective processes, and dedicated professionals to combat violent gun crime. No County Cash Match.	\$ 700,000.00	\$ -	Pending
District Attorney	Dept. of Justice (DOJ)	FY 2022 Grants to Prevent and Respond to Domestic Violence, Dating Violence, Sexual Assault, Stalking and Sex Trafficking Against Children and Youth Program	Request approval to apply and accept a grant from the Department of Justice, Office on Violence Against Women (OVW) in the amount of \$500,000 over a three-year period. Through a partnership with the Human Trafficking & Child Exploitation Unit at the Office of the Fulton County District Attorney (FCDA) and the non-profit organization, youthSpark, the grant will help prevent and reduce victimization of runaway youth ages 11-24, to include youth from underserved communities, particularly Black, Brown and LGBTQ+ youth. The Office of the Fulton County District Attorney (FCDA) will hire an investigator if awarded. No County Cash Match.	\$ 500,000.00	\$ -	Pending
District Attorney	U.S. Dept. of Labor	Growth Opportunities	Request approval to apply and accept a grant from the U.S. Department of Labor, Employment and Training Administration in the amount of \$2,000,000 to introduce and prepare justice-involved youth, ages 15-18, for the world of work through placement into paid work experiences, and on a path to more equitable career opportunities with their peers. The grant will be implemented in partnership with the Office of the Fulton County District Attorney (FCDA), and sub-awardees: the Urban League of Greater Atlanta, and the OAA-Credible Messenger Intervention and Prevention Initiative. The grant period is 42 months. Funding will be used to hire a Family Advocate and supplement the salary of experienced Gang Specialists. No County Cash Match.	\$ 2,000,000.00	\$ -	Pending
District Attorney	Wellspring Living	OVW Fiscal Year 2022 Transitional Housing Assistance Grants for Victims of Domestic Violence, Dating Violence, and Sexual Assault and Stalking	Request approval to apply and accept a grant in the amount of \$40,000 from the Department of Justice's OVW FY2022 Transitional Housing Assistance Grants for Victims of Domestic Violence, Dating Violence, and Sexual Assault and Stalking grant program as a subawardee to Wellspring Living. Wellspring Living will serve as the lead agency and named applicant and the Office of the Fulton County District Attorney will be a partner in this application. If awarded, the District Attorney's Office would fill a part-time Advocate position who would be experienced with wrap-around services to include housing, education, jobs for Sex Trafficked Victims and work closely with Wellspring Living. No County Cash Match.	\$ 40,000.00	\$ -	Pending
State Court	Criminal Justice Coordinating Council	DUI Court Program	Request approval to accept a grant award in the amount of \$17,515 from the Criminal Justice Coordinating Council to fund monitoring, staff training, and participant transportation at the DUI Court. A required match in the amount of \$2,388 will be met utilizing the salary of one staff position. No County Cash Match.	\$ 17,515.00	\$ -	Awarded
Superior Court	Criminal Justice Coordinating Council	Adult Drug Court	Request approval to accept a grant award in the amount of \$43,100 from the Criminal Justice Coordinating Council to fund Peer Support and Emergency Housing for the Adult Drug Court. No County Cash Match.	\$ 43,100.00	\$ -	Awarded
Subtotal:				\$ 3,300,615.00	\$ -	
HEALTH AND HUMAN SERVICES						
Community Development	Georgia Housing and Finance Authority	Homeless Management Information System (HMIS)	Request approval to apply and accept funding in the amount of \$76,484 from the Georgia Housing and Finance Authority to fund the Homeless Management Information System (HMIS). County Cash Match: \$40,000.00.	\$ 76,484.00	\$ 40,000.00	Pending
Community Development	U.S. Department of Housing and Urban Development (HUD)	Planning Grant	Request approval to apply and accept a Continuum of Care (CoC) Planning Grant in the amount of \$70,831.00 from the U.S. Department of Housing and Urban Development (HUD). County Cash Match: \$40,000.00.	\$ 70,831.00	\$ 40,000.00	Pending
Community Development	U.S. Department of Housing and Urban Development (HUD)	Coordinated Intake and Assessment Systems (CIAS)	Request approval to apply and accept a Continuum of Care (CoC) Coordinated Intake and Assessment Systems (CIAS) grant in the amount of \$406,054 from the U.S. Department of Housing and Urban Development (HUD). County Cash Match: \$101,513.50.	\$ 406,054.00	\$ 101,513.50	Pending



# EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

## Fulton County FY2022 May 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 May 1, 2022 Through May 31, 2022 Requiring BOC Ratification						
Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status
Select Fulton	Technical College System of Georgia	FY 2020 AFR Dislocated Worker Program	Request approval to accept a grant award in the amount of \$6,678.22 from the Technical College System of Georgia to fund services under the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Program. The FY2020 allocation is effective October 1, 2019 – June 30, 2022. No County Cash Match.	\$ 6,678.22	\$ -	Awarded
Select Fulton	Technical College System of Georgia	PY 2020 AFR Youth Program	Request approval to accept a grant award in the amount of \$7,242.57 from the Technical College System of Georgia to fund services under the Workforce Innovation and Opportunity Act (WIOA) Youth Program. The PY 2021 allocation is effective April 1, 2019 - June 30, 2022. No County Cash Match.	\$ 7,242.57	\$ -	Awarded
Select Fulton	Technical College System of Georgia	PY 2020 AFR Adult Program	Request approval to accept a grant award in the amount of \$8,889.31 from the Technical College System of Georgia to fund Adult services under the Workforce Innovation and Opportunity Act (WIOA), The additional PY 2020 allocation is effective from October 1, 2019 – June 30, 2022. No County Cash Match.	\$ 8,889.31	\$ -	Awarded
Select Fulton	Technical College System of Georgia	FY 2020 AFR Adult Program	Request approval to accept a grant award in the amount of \$13,638.24 from the Technical College System of Georgia to fund Adult services under the Workforce Innovation and Opportunity Act (WIOA), The additional FY 2020 allocation is effective from July 1, 2020 – June 30, 2022. No County Cash Match.	\$ 13,638.24	\$ -	Awarded
Select Fulton	Technical College System of Georgia	Adult Program	Request approval to accept a grant award in the amount of \$525,286 from the Technical College System of Georgia to fund services under the Workforce Innovation and Opportunity Act (WIOA) Adult Program. The award includes a PY 2022 base allocation of \$96,051 effective July 1, 2022 – June 30, 2024 and FY 2023 advanced funding in the amount of \$429,325, effective October 1, 2022 – June 30, 2024. No County Cash Match.	\$ 525,286.00	\$ -	Awarded
Select Fulton	Technical College System of Georgia	Dislocated Worker	Request approval to accept a grant award in the amount of \$1,330,138 from the Technical College System of Georgia to fund services under the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Program. The award includes the PY 2022 base allocation of \$267,483 effective July 1, 2022 – June 30, 2024 and advanced FY 2023 funding in the amount of \$1,062,655 effective October 1, 2022 – June 30, 2024. No County Cash Match.	\$ 1,330,138.00	\$ -	Awarded
Select Fulton	Technical College System of Georgia	PY 2022 Youth Program	Request approval to accept a grant award in the amount of \$611,914 from the Technical College System of Georgia to fund services under the Workforce Innovation and Opportunity Act (WIOA) Youth Program. The PY 2022 allocation is effective April 1, 2022 - June 30, 2024. No County Cash Match.	\$ 611,914.00	\$ -	Awarded
Subtotal:				\$ 3,057,155.34	\$ 181,513.50	
ARTS AND LIBRARIES						
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT						
OPEN AND RESPONSIBLE GOVERNMENT						
Community Development	Association County Commissioners of Georgia (ACCG)	Summer Internship Program	Request approval to apply and accept a grant from the Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. in the amount of \$2,607.60 to fund one Youth Commission intern position for the summer. A cash match in the amount of \$600 will be used to supplement the intern's salary. County Cash Match: \$600.00	\$ 2,607.60	\$ 600.00	Pending
Subtotal:				\$ 2,607.60	\$ 600.00	
REGIONAL LEADERSHIP						
TOTAL:				\$ 6,360,377.94	\$ 182,113.50	



## Exhibit 2: All Grants Activity

Cumulative Through May 31, 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 May 31, 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: 5/1/2022-5/31/2022	Current Period Funds: 5/1/2022-5/31/2022	Cumulative Total Grants	Cumulative Total Funds
Grants Pending^	18	\$ 26,091,755.42	8	\$ 3,795,976.60	26	\$ 29,887,732.02
Grants Awarded	9	\$ 10,137,870.11	9	\$ 2,564,401.34	18	\$ 12,702,271.45
Grants Denied**	7	\$ 48,128,508.00	-	\$ -	7	\$ 48,128,508.00
Cash Match Requested-2022	-	\$ 101,599.16	-	\$ 182,113.50	-	\$ 283,712.66
<b>Total:</b>	<b>34</b>	<b>\$ 84,459,732.69</b>	<b>17</b>	<b>\$ 6,360,377.94</b>	<b>51</b>	<b>\$ 91,002,224.13</b>

ALL GRANTS AWARDED, NEW VS. RENEWAL						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 5/1/2022-5/31/2022	Current Period Funds: 5/1/2022-5/31/2022	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	1	\$ 10,000.00	0	\$ -	1	\$ 10,000.00
Renewal/Repeat Grant Awards	8	\$ 10,127,870.11	9	\$ 2,564,401.34	17	\$ 12,692,271.45
<b>Total:</b>	<b>9</b>	<b>\$ 10,137,870.11</b>	<b>9</b>	<b>\$ 2,564,401.34</b>	<b>18</b>	<b>\$ 12,702,271.45</b>

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 5/1/2022-5/31/2022	Current Period Funds: 5/1/2022-5/31/2022	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards	1	\$ 3,600.00	2	\$ 60,752.00	3	\$ 64,352.00
Formula Grant Awards^^	8	\$ 10,134,270.11	7	\$ 2,503,649.34	15	\$ 12,637,919.45
<b>Total:</b>	<b>9</b>	<b>\$ 10,137,870.11</b>	<b>9</b>	<b>\$ 2,564,401.34</b>	<b>18</b>	<b>\$ 12,702,271.45</b>

^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.: 22-0416

Meeting Date: 6/15/2022

### 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, 17RFP105999K-JAJ, Elevator Modernization for Multiple Buildings in Fulton County in the amount of \$32,750.00 with Mowery Elevator Company of Florida, Inc. (Marianna, FL), to modify the existing Scope of Work to provide replacement of ADA wheelchair lift at the Hammond House Museum. 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. 2 to provide replacement of ADA wheelchair lift at the Hammond House Museum.

**Scope of Work:** The Elevator Contractor will furnish all labor, equipment, tools, and materials necessary to address the change order that require modifications to the existing Scope of Work to facilitate the replacement of the existing wheelchair lift at the Hammond House Museum, which is

owned by Fulton County, and located at 503 Peebles Street SW, Atlanta, GA 30310. The scope includes the installation of one (1) V-1504 Vertical Platform Lift manufactured by Savaria.

Descriptions of lift to be installed are outlined below:

Rated Load	750 lbs.
Maximum Lift Height	48 inches
Cab Size	36 in x 54 in
Landings	1 Front/1 Rear
Travel	44 inches
Doors	Automatic Swing
<b>Total Cost</b>	<b>\$32,750.00</b>

**Community Impact:** This project is necessary to ensure the safe and efficient access to the building for all County employees and citizens with disabilities according to ADA 2010.

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

The existing wheelchair lift at the facility is more than 25 years old and has experienced increased incidents of failure over the past two or three years. These failures seriously affect our ability to provide access to customers with disabilities. Not having a working wheelchair lift is a violation of ADA 2010. We are therefore recommending approval to move forward with Change Order No. 2 in the total amount of \$32,750, that will allow the installation of a new V-1504 Vertical Platform Lift at the Hammond House Museum.

The Elevator Contractor will work in collaboration with the Department of Real Estate and Asset Management to schedule and complete the requisite work.

**Project Implications:** Approval for the necessary changes to the require scope of work to accomplish required replacement of ADA wheelchair lift at the Hammond House Museum.

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

**Department Issues/Concerns:** If this Change Order is not approved, the County may be found to be non-compliant with ADA 2010. DREAM does not have the in-house expertise to replace the wheelchair lift.

### Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	18-0094	2/7/17	\$7,605,871.00
Change Order No. 1	19-0886	11/6/19	\$77,270.40

Change Order No. 2			<b>\$32,750.00</b>
Total Revised Amount			\$7,715,891.40

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

**Contract Value:** \$32,750.00  
**Prime Vendor:** Mowery Elevator  
**Prime Status:** Non-Minority  
**Location:** Marianna, FL  
**County:** Jackson County  
**Prime Value:** \$32,750.00 or 100.00%  
  
**Total Contract Value:** \$32,750.00 or 100.00%  
**Total M/FBE Value:** \$-0-

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

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

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

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

**Contract Attached**

Yes

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$7,605,871.00  
Previous Adjustments: \$77,270.40  
This Request: \$32,750.00  
TOTAL: \$7,715,891.40

**Grant Information Summary**

Amount Requested: ☐ Cash  
Match Required: ☐ In-Kind

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**Agenda Item No.:** 22-0416

**Meeting Date:** 6/15/2022

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Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

## **Fiscal Impact / Funding Source**

### **Funding Line 1:**

500-520-5200-G004: Capital, Real Estate and Asset Management, Hammond House Restorations - \$32,750.00

<b>Key Contract Terms</b>	
<b>Start Date:</b> Upon BOC Approval	<b>End Date:</b> 12/31/2022
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b>

**Overall Contractor Performance Rating:** 3.20

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

Yes

**Report Period Start:**  
1/2/2022

**Report Period End:**  
5/1/2022



## **CHANGE ORDER NO. 2 TO FORM OF CONTRACT**

Contractor: **Mowrey Elevator Company of Florida, Inc.**

Contract No. **17RFP105999K-JAJ, Elevator Modernization for Multiple Building in Fulton County**

Address: **4518 Lafayette Street**  
City, State **Marianna, FL 32446**

Telephone: **(800) 441-4449**

E-mail: [\*\*tony@mowreyelevator.com\*\*](mailto:tony@mowreyelevator.com)

Contact: **Tony Glover**  
**Modernization Manager**

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

WHEREAS, Fulton County ("County") entered into a Contract with **Mowrey Elevator Company of Florida, Inc.** to provide/perform Elevator Modernization for Multiple Building in Fulton County, dated April 19, 2018, 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 replacement of ADA wheelchair lift at the Hammond House Museum 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 **Wednesday, June 15<sup>th</sup>, 2022, BOC Item #22-** .

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

This Change Order No. 2 to Form of Contract is effective as of the 15<sup>th</sup> day of June, 2022, between the Mowrey Elevator Company of Florida, Inc., who agree that all Services specified will be performed in accordance with this Change Order No. 2 of Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** Modify the existing Scope of Work to perform replacement of ADA wheelchair lift at the Hammond House Museum located at 503 Peebles Street SW, Atlanta, GA 30310. The Scope include the

installation of one V-1504 Vertical Platform Lift manufactured by Savaria. This additional change to the existing Scope of Work for the replacement is necessary for the operation of this building and the program in full compliance with the safety codes and regulations mandated by the State of Georgia and making them compliant with the 2010 Americans with Disabilities Act (ADA) and applicable building codes.

Description of lift to be installed are outline below:

Description of V-1504 Vertical Lift		
1	Rated Load	750 lbs.
2	Maximum Lift Height	48 inches
3	Cab Size	36 in x 54 in
4	Landings	1 Front/1 Rear
5	Travel	44 inches
6	Doors	Automatic Swing
<b>Total Change Order Cost</b>		<b>\$32,750.00</b>

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$32,750.00** (Thirty-Two Thousand Seven Hundred and Fifty Dollars and Zero Cents).
3. **LIABILITY OF COUNTY:** This Change Order No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF CHANGE ORDER NO. 2 TO FORM OF CONTRACT:**  
Except as modified by this Change Order No. 2 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

**[INTENTIONALLY LEFT BLANK]**

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

OWNER:

**FULTON COUNTY, GEORGIA**

CONSULTANT:

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

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

ATTEST:

\_\_\_\_\_  
Tony Glover,  
Modernization Manager

ATTEST:

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

(Affix County Seal)

APPROVED AS TO FORM:

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

(Affix Corporate Seal)

ATTEST:

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

APPROVED AS TO CONTENT:

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

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Tuesday, March 22, 2022

Quote # 10-13092

**RE: HAMMOND HOUSE  
ATLANTA, GA**

To Whom It May Concern:

We are pleased to quote the amount of **\$32,750.00** for the installation of **one V-1504 vertical platform lift by Savaria.**

Rated Load	750 lbs.	Maximum lifting height	48"
Cab size	36" x 54"	Landings	1 front/1 rear
Travel	44"	Doors	Automatic swing

Notes: **Power to the unit, any concrete work, and demo of the existing unit is by other.**

**Please see the attached drawings.**

Prevailing wage is not included unless otherwise stated on bid letter.

This quote is good for 60 days.

Bond, if required, add 3.5%.

**Mowrey will not comply with Covid vaccine mandates.**

Payment Terms:

50% Deposit

25% Upon delivery

25% Upon completion

Thank you for your consideration. Please do not hesitate to contact this office if you should have any questions.

Sincerely,

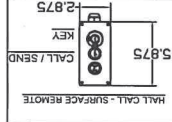
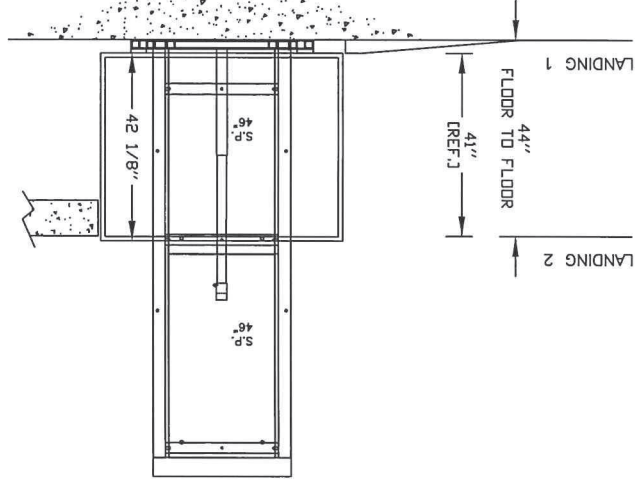
*Grace Bush*

Grace Bush, Construction Sales Manager  
Mowrey Elevator Company of Florida, Inc.  
800-441-4449, Ext. 136  
[grace@mowreyelevator.com](mailto:grace@mowreyelevator.com)

WWW.MOWREYELEVATOR.COM



ENCLOSURE DOOR WIDTH DOESN'T ALWAYS MATCH INSIDE PLATFORM DIMENSION.  
IF THERE ARE CONCERNS ABOUT THE DOOR SWING CONFLICTING WITH AN  
OBSTRUCTION, PLEASE REQUEST FURTHER DETAIL.

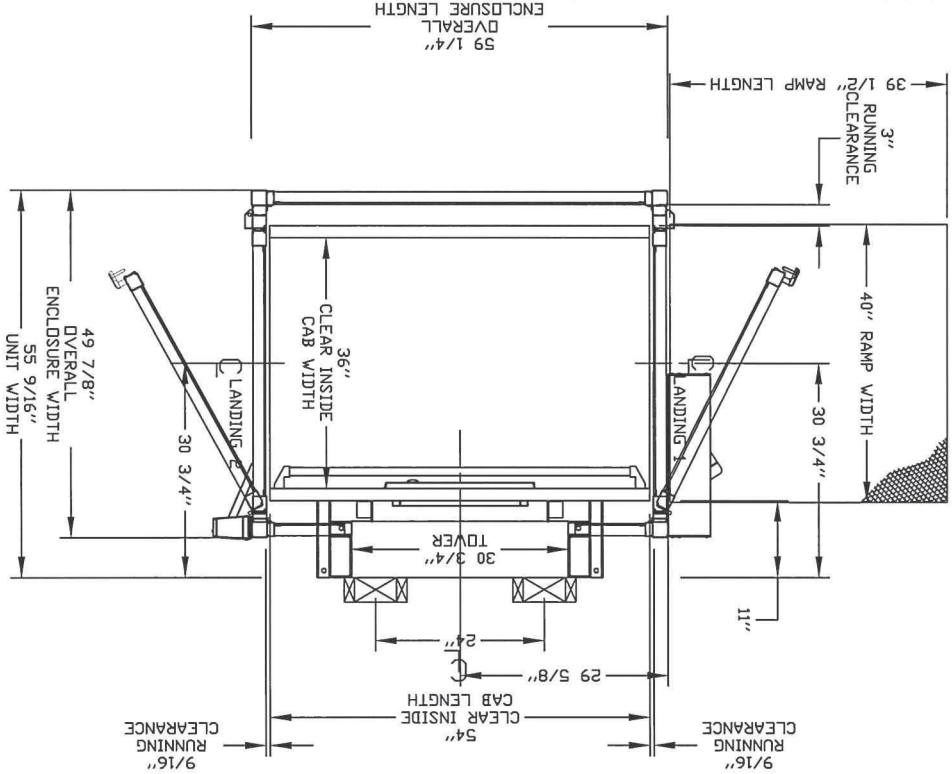
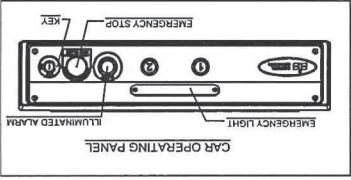


GENERAL ARRANGEMENT  
ENCLOSED VERTICAL WHEELCHAIR PLATFORM LIFT

PROJECT: HAMMOND HOUSE  
ADDRESS: No. Street, City, Georgia, USA  
CUSTOMER: MOWREY ELEVATOR CO. OF FLORIDA  
DATE: 08/16/19  
REVISION DATE: 03/22/22  
COMPLETED BY: [Signature]  
JOB No. P000000 1 OF 7

PRELIMINARY DRAWING ONLY  
DRAWING APPROVAL:  
THIS DRAWING REFLECTS OUR INTERPRETATION OF THE INFORMATION PROVIDED BY THE  
DEALER ON THE ORDER FORM. THIS INFORMATION IS THE DEALER'S RESPONSIBILITY, AND IS  
THE BASIS FROM WHICH THIS LIFT IS DESIGNED AND MANUFACTURED. PLEASE INDICATE THE  
REQUESTED ACTION BY CHECKING ONE OF THE FOLLOWING BOXES AND SIGNING BELOW TO  
AUTHORIZE COMPLETION OF THIS ORDER.  
☐ APPROVED WITH NO EXCEPTIONS  
☐ APPROVED WITH EXCEPTIONS, NO REAPPROVAL  
REQUIRED  
☐ MAKE CHANGES AS NOTED, NO REAPPROVAL DRAWING REQUIRED  
FOR  
☐ CHANGE AS NOTED, REAPPROVAL REQUIRED  
MAKE CHANGES AS NOTED, SEND CORRECTED DRAWING FOR  
REAPPROVAL BEFORE MANUFACTURE

OFFICE USE ONLY:  
CONFIGURATION VERSION STAMP: 0.0  
MODEL VERSION STAMP: B-5-4.16  
DATE: 08/16/19  
SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
CHANGES REQUEST:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_  
CAUTION: ONCE THE DRAWING IS APPROVED, JOB CANCELLATION FEES WILL APPLY.

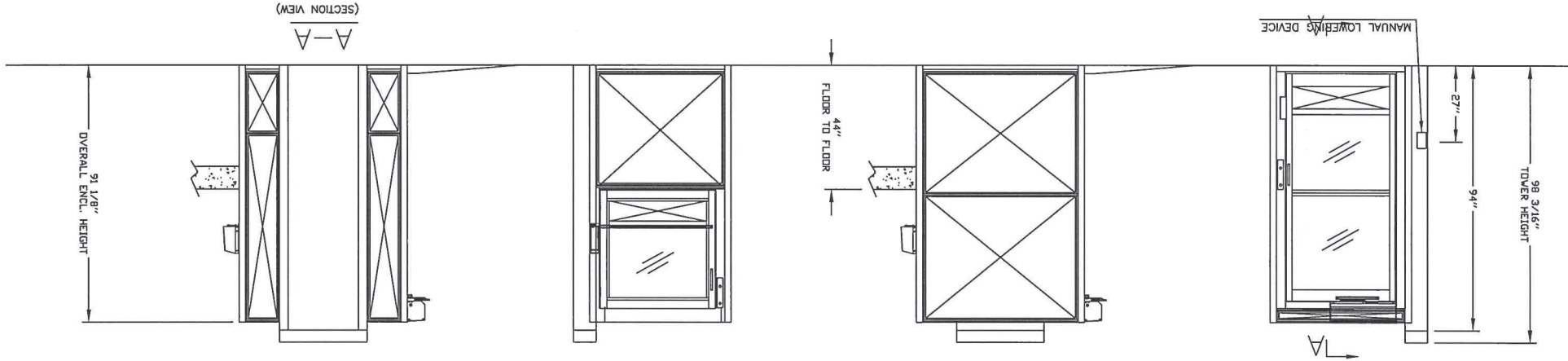


TYPICAL PLAN





PANEL DRAWING



ELEVATION VIEWS

ENCLOSED VERTICAL WHEELCHAIR PLATFORM LIFT

ADDRESS:

NO. Street, City

GEORGIA, USA

PROJECT:

HAMMOND HOUSE

CUSTOMER:

MOWREY ELEVATOR CO. OF FLORIDA

DATE:

08/16/19

REVISION:

03/22/22

DATE:

03/22/22

JOB NO.:

P00000

SHEET NO. 3 OF 3

Part No.:

V-1504 ENCLOSURE

Variant No.:

1 65098

Model Version Stamp:

0.0

Configuration Version Stamp:

0.0

Office Use Only:

0.0

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GLASS



SHEET METAL



Enclosure



CLEAR PLEXIGLASS



SHEET METAL



DOOR & GATE



INSERT



STYLE



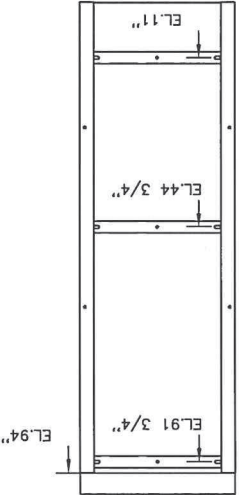
INSERT



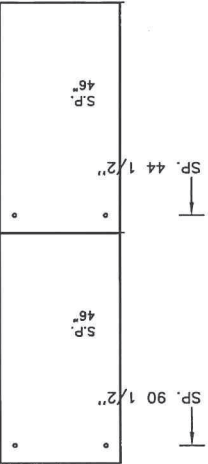
LOADS CALCULATED ON BASED ON ANCHOR POINTS EVERY 48"  
EVERY TOWER SECTION NEEDS TO BE ANCHORED, IF SPACING  
IS INCREASED, LOADS PER BRACKETS WILL INCREASE ACCORDINGLY

ENCLOSED VERTICAL WHEELCHAIR PLATFORM LIFT  
ELEVATION VIEWS

CUSTOMER: MOWREY ELEVATOR CO. OF FLORIDA		PROJECT: HAMMOND HOUSE		ADDRESS: No. Street, City, GEORGIA, USA	
DATE: 08/16/19		REGION DATE: 03/22/22		COMPLETED BY: 03/22/22	
Part No. V-1504 ENCLOSURE		CONFORMATION VERSION STAMP: 0.0		MODULE VERSION STAMP: 8-5-15	
Variant No. 165098		JOB No. P00000			
SHEET No. 4 OF 4		savaria			



EL: MOUNTING BRACKET POSITION



SP: SERVICE PANEL





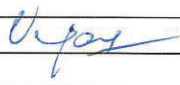
**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
01/02/2022	5/1/2022	01/01/2022	12/31/2022
Purchaser Order Number		Purchase Order Date	
520-17RFP105999K-JAJM4		02/10/2022	
Department			
Department of Real Estate and Asset Management			
Bid Number		Service Commodity	
17RFP105999K-JAJ		Elevator and Escalator Maintenance	
Contractor			
Mowrey Elevator Co			
<b>Performance Rating</b>			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
<input type="radio"/> 0	Comments: Vendor provided, during the review period, goods and services of acceptable quality. The work complied with the specifications. Reporting the status and supporting the work with documentation has improved considerably, but there is space for improvement		
<input type="radio"/> 1			
<input type="radio"/> 2			
<input checked="" type="radio"/> 3			
<input type="radio"/> 4			
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
<input type="radio"/> 0	Comments: Vendor has been maintaining a good record of completion of work which is available when demanded. Response time is in line with requirements. Vendor was very responsive to directions even in emergency situations		
<input type="radio"/> 1			
<input type="radio"/> 2			
<input checked="" type="radio"/> 3			
<input type="radio"/> 4			

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	Comments: Vendor maintained good communication with contract management staff and building occupants. Communications were clearly understood and received by both parties.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
<input type="radio"/>	0	Comments: Vendor's work complied with quality expectations. Vendor was quick and responsible in identifying maintenance problems and in resolving them. Very good documentation of Preventive maintenance activities. Invoicing is accurate and as budgeted.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	Comments: Contractor has deployed technicians knowledgeable and experienced in the work. On any given day, two technicians were available on sites other than downtown locations, and two technicians are stationed on most days at the down town site. Supervision and assignment of work to them was done satisfactorily
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	3.20	Date	5/25/2022
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Vijaya Nair 		
Department Head Name:	Joseph 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

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**Agenda Item No.:** 22-0417

**Meeting Date:** 6/15/2022

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### Department

Information Technology

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

Request approval of a Resolution to amend the Restatement and Second Amendment of the Intergovernmental Agreement for the provision of services to the Fulton County Board of Health in order to allow additional time for the Board of Health to finalize the transition of information technology services; to continue the leasing of county vehicles to the Board of Health for Covid-19 response purposes, and for other purposes; to authorize the Chairman to execute such amendments; and to authorize the County Attorney to approve the amendment to the Restatement and Second Amendment and related documents as to form and make any necessary modifications prior to execution.

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

Pursuant to O.C.G.A. § 36-10-1, "[a]ll 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)*

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:** House Bill 885 (Laws 201, Act 467, § 1, effective April 27, 2016) repealed O.C.G.A. § 31-3-2.1, which allowed Fulton County to operate its public health services through its internal Department of Health and Wellness. Adoption of House Bill 885 transferred responsibility for the daily operations of the County's eight (8) Public Health Services Facilities from the County to that of a separate entity known as the Fulton County Board of Health. Approval of agenda items 17-0298 and 17-0299 by the Fulton County Board of Commissioners on April 12, 2017 dissolved the Fulton County Department of Health and Wellness and created the Fulton County Board of Health as a separate entity. On January 20, 2021, via agenda item 20-0622, the Fulton County Board of Commissioners, approved the First Amendment to the Intergovernmental Agreement for the Provision Services between the County and the Fulton County Board of Health. The Intergovernmental Agreement provided that the County would comply with all legal obligations under applicable law in relation to the Fulton County Board of Health, to include providing quarters and equipment as set out in O.C.G.A. § 31-3-9 and information technology services for a limited period of time. The Fulton County Board of Health and the Information Technology Department ("IT") have agreed to a scope of work to provide information technology services to the Fulton County Board of Health, at a cost. Additional requests for extension have been included in the overall package and other services may be addressed by other departments.

**Community Impact:** Fulton County residents will have continuous access to the same health services within their community which is consistent with the County's initiative that all people trust government is efficient, effective and fiscally sound.

**Department Recommendation:** FCIT recommends approval of the amendment between the County and the Fulton County Board of Health for the purpose of providing IT services.

**Project Implications:** Approval of amendment to the Intergovernmental Agreement between the County and the Fulton County Board of Health.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

# 2021

## FULTON COUNTY INFORMATION TECHNOLOGY DEPARTMENT SCOPE OF WORK AND TRANSITION PLAN FOR THE FULTON COUNTY BOARD OF HEALTH



**FULTON COUNTY INFORMATION TECHNOLOGY**

This is Exhibit C: Fulton County Information Technology Department Scope of Work and Transition Plan for the Fulton County Board of Health, to the Second Amendment and Restatement of the Intergovernmental Agreement for the Provision of Services between the **FULTON COUNTY BOARD OF HEALTH** ("BOH"), an agency created pursuant to state law and **FULTON COUNTY GEORGIA** ("County"), a political subdivision of the State of Georgia is made and entered this day of \_\_\_\_\_ 2022; and

## **ARTICLE 1: SCOPE OF SERVICES**

FCIT agrees to work with BOH and its chosen vendor in a phased approach to transition and migrate services, applications and functionality from the County to the BOH as it builds its data infrastructure to support the BOH's district. The Parties agree to make all reasonable efforts to complete the separation from the County's network infrastructure by June 30, 2023. If in the event the Board of Health completes the transition prior to this date, both parties agree that terms of the agreement may expire upon written mutual agreement.

## **ARTICLE 2: SERVICES AND RESOURCES**

**2.1 NETWORK RESOURCES** – The County shall provide the BOH, a network system to include all hardware and software maintenance, licensing and support, cybersecurity products, Microsoft licenses, Cylance EMC, Fujitsu and other network and security costs, until the BOH establishes its own network system. The BOH's staff members accounts for 5.7% of the total staff of both parties. The parties agree that BOH shall pay 5.7% of the overall cost of the County's network system and shall be billed on a monthly basis.

**2.2 INTERNET CONNECTIVITY** – The County shall terminate internet connectivity by June 30, 2023, for each of the facilities listed below, provided that the connectivity to any individual facility may be terminated earlier upon notification of readiness from the BOH to the County. The County shall provide the BOH internet connectivity for three hundred dollars (\$300.00) per month for each facility until terminated. Upon such notification of readiness, the County shall cause such disconnection within 30 days and the BOH will cease to incur expenses for the internet from that point forward. Thereafter, the BOH shall be responsible for providing its own internet connectivity. Notwithstanding the above, the Parties agree that the County shall ensure security and access control shall remain viable in all facilities in perpetuity.

<b><u>Table A</u></b>
<b>10 Park Place, Atlanta, GA</b>
<b>3155 Royal Drive, Alpharetta, GA</b>
<b>186 Sunset Ave, Atlanta Ga</b>
<b>1920 John Wesley Ave, College Park, GA</b>

**2.3 MULTI-FUNCTIONAL DEVICES** - the County has a multi-year agreement with Standard Office Services ("SOS") to provide Multifunctional Devices ("MFD") that provide printing, scanning and faxing services to all County locations and agencies. MFDs are located in facilities and/or office spaces occupied by the BOH. The BOH shall cease using county multi-functional devices by June 30, 2022. In the event the BOH requires use of the devices after that date, it shall provide 30 days' notice to the County and shall pay a monthly lease listed in the table below and shall pay monthly at the rates of \$.004/copy for black and white copies and \$.04 for color copies until it announces readiness to disconnect. Upon such notification of readiness, the County shall remove the devices within 30 days, and the BOH will cease to incur expenses for the MFDs after 30 days' notice. While utilizing County MFDs the BOH shall seek support through FCIT or SOS for any service, transports, or issues regarding the MFDs. The BOH agrees to install their own device on their own network in a shared space at 265 Boulevard location. Fulton County will maintain a single multi-Functional device for the exclusive use of the Fulton County Behavioral Health Department. not to remove any printing, scanning, and/or faxing services from the MFDs until the BOH's network system is fully functional.

BOH shall pay the cost of the monthly lease for the MFDs located in the BO H's facilities and office spaces listed below in Table B. In addition to the cost of the monthly lease, the BOH shall pay for copies at a rate \$.004/copy for black and white copies and \$.04/copy for color copies. BOH shall seek support through FCIT or SOS for any service, transports, or issues regarding the MFDs. The rates and charges established in Table B apply to the current rates and charges in the County's agreement with SOS. The Parties agree that in the event the rates and charges assessed to the County by SOS or another entity the County may contract with for MFD services in the future, the rates and charges to the BOH will likewise be updated to reflect those changes, as well. FCIT shall provide the BOH with 30 day's notice of any such changes.

**Table B**

Current MFDs at BOH facilities and the monthly and annual costs associated with the devices.

# of Copier Devices	Location	Monthly Lease/Copier Costs	Annual Cost
8	10 Park Place South SE, Atlanta, GA	\$866.08	\$10,632.96
2	Government Center, 141 Pryor Street, Atlanta, GA	\$171.19	\$2,054.28
2	1636 Connally Drive, Atlanta GA	\$174.16	\$2,089.92
3	Neighborhood Union 186 Sunset Ave, Atlanta, GA	\$252.17	\$3,026.04
5	1920 John Wesley Avenue, College Park, GA	\$441.50	\$5,298.00
4	CHR, 265 Boulevard NE, Atlanta	\$339.25	\$4,071.00
6	Oakhill -2805 Metropolitan Parkway SW, Atlanta, GA	\$532.76	\$6,393.12
4	North Fulton Health Center, 3155 Royal Drive, Alpharetta, GA	\$348.32	\$4,179.84
5	Adamsville, 3700 MLK Drive SW, Atlanta, GA	\$438.53	\$5,262.36



	North Annex, 7741 Roswell Road, Sandy Springs, GA	\$87.08	\$1,044.96
<b>Total 40</b>		<b>\$3,671.04</b>	<b>\$44,052.48</b>

**2.4 TELEPHONE VOIP SERVICE** - the Parties agree that the BOH shall continue to utilize 250 active telephone lines. The 250 active phone lines use in primary rate interface ("PRI") devices. The County is charged Five Hundred Thirty-Eight Dollars (\$538) per month for each PRIs. The BOH shall pay the County Five Thousand, Nine Hundred Eighteen Dollars (\$5,918) per month to maintain the 250 active phone lines and PRIs. If the BOH requires additional active telephone lines, the BOH shall pay \$538 per month for any additional needed PRIs, and if the BOH requests to remove lines, the monthly payment shall decrease accordingly. The BOH shall continue to pay for use of the PRIs until the BOH establishes a VOIP infrastructure and connects the active phone lines to its VOIP infrastructure. The BOH shall notify the FCIT when its VOIP infrastructure is established, and the active telephone lines are transferred to the BOH's VOIP infrastructure. The BOH shall keep the CISCO telecom devices in use as of June 30, 2021. The BOH shall be billed monthly by the County for long distance calls made through VOIP telephone services. If in the event active phone lines are ported prior to June 30, 2023, BOH will not be responsible for the associated cost.

**2.5 APPLICATION LICENSE AND MAINTENANCE COSTS** - After July 1, 2021, the BOH shall be responsible for obtaining, managing and paying for all application licensing, support and maintenance costs not explicitly included in this Agreement. FCIT will continue to maintain applications and databases and solutions for the BOH until they can be migrated to the new BOH network. Targeted date to have these applications and databases migrated to the BOH infrastructure is June 30, 2023. The County shall not complete any upgrade or enhancement of the BOH's applications, unless critical to the County's infrastructure network.

**2.6 FULTON COUNTY STAFF ASSISTANCE COST** – After July 2, 2021, FCIT staff shall continue to assist with the migration and all other services set out in Attachment C-1: Service Level Agreements at the rates listed in Table C. In the event any assigned personnel receive pay increases due to key classification increases, the Parties agree that FCIT will notify the BOH of such increases to the hourly rates, and those new rates will be charged accordingly.

<b><u>Table C</u></b>		
	<b><u>Effective July 1, 2021</u></b>	<b><u>Effective July 1, 2022</u></b>
<b><u>IT Staff Position</u></b>	<b><u>Hourly Cost</u></b>	<b><u>Hourly Cost</u></b>
Project Management	\$46.05	\$49.27
IT Computer Operation Supervisor	\$41.14	\$44.02
GIS Analyst I	\$38.38	\$41.07
Database	\$64.61	\$69.13
Network Engineer	\$47.81	51.16
Security Analyst	\$59.73	\$63.91

Web/App Developer	\$42.46	\$45.43
Server Team Analyst	\$47.81	\$51.15
Service Desk Analyst 1	\$23.02	\$24.63

The average response time listed in Attachment C-1, is an estimate. FCIT's failure to meet the response time shall not constitute a breach of the Agreement nor does it make the County liable for any damage to the BOH for a failure by the FCIT to respond in accordance to Attachment C-1. The County shall prepare a monthly billing statement that provides the date, time, and rate of said services and support provided FCIT personnel.

**2.7 WEBSITECORE HOSTING** – The BOH shall have its own website and host functioning by September 30, 2022. The BOH's website is currently hosted by SiteCore, which is paid for by the County and maintained by FCIT. The County will continue to absorb the cost and FCIT will continue to maintain BOH's websites until June 30, 2021. On July 1, 2021, the BOH shall pay for each website visit as charged by SiteCore to the County of \$0.018722 per visit. The County shall transfer to the BOH the following website domain names:

- <https://fultoncountygahealth.org>
- <https://fultoncountygahealthdepartment.org>
- <https://www.fultoncountyboardofhealth.org>
- <https://www.fultoncountyboh.org>

**2.8 LAPTOPS AND DESKTOPS** – After the BOH has fully transitioned to their own network infrastructure, BOH shall allow Fulton County to take required measures to ensure all County software and images are removed from these devices. The estimated timeline to be fully transitioned will be no later than June 30, 2023. After July 1, 2021, the County shall not provide replacements or maintenance to these devices.

### **ARTICLE 3:** **STORAGE OF DOCUMENTS/OPEN RECORDS REQUEST**

Physical and electronic documents created by the Fulton County Board of Health and Wellness prior to June 30, 2017, belong to the County. Physical and electronic documents created by the BOH after June 30, 2017, belong to the BOH. Accordingly, FCIT shall continue to store physical documents and electronic documents created through June 30, 2017, at no cost to the BOH, and will handle their retrieval and destruction schedules per County policy. Physical documents created and belonging to the BOH after June 30, 2017, are currently stored at 3337 Commerce Way, Hapeville GA and may be moved to a new storage location by Fulton County at the expense of Fulton County in the event Fulton County changes its storage location (the “warehouse”).

The Parties agree that after June 30, 2021, that the County shall charge the BOH a storage fee of one dollar and seventy-nine cents (\$1.79) per box annually. The Parties agree that the BOH has approximately 2,000 boxes in storage and shall pay the County an annual fee for the year, ending June 30, 2022. The annual cost shall be invoiced by the Finance Department. If the BOH adds additional boxes to storage, the BOH shall be charged at a rate of \$1.79 per box. The BOH shall move all physical documents from the Fulton County Warehouse facility to its own storage facility by July 1, 2023. Between now and that time, the BOH shall secure a storage location and take possession of any records held by the County on their behalf.

#### **ARTICLE 4: INSPECTION**

The migration of information technology services for the BOH shall be implemented through four phases. The County's network and infrastructure system is intertwined. Before the BOH, or its vendors, connects/disconnects devices or disables network functions, the Parties agree that FCIT Chief Information Officer, or his designee, shall be allowed to inspect and accept the work prior to the BOH connecting/disconnecting devices or disabling network functions. If the work is found to be defective or nonconforming in any material respect due to the fault of BOH or its vendor, the BOH shall remedy the defect at its own expense. At the completion of phase four, FCIT Chief Information Officer, or his designee, shall check the following devices: MFDs, wireless cellular phones, laptops, and desktops ensure that all the County licenses are removed.

#### **ARTICLE 5: BILLING AND PAYMENT**

FCIT shall provide the Finance Department (Accounts Receivable Division) and the BOH a breakdown of all costs associated with this Agreement to bill to BOH for equipment and/or services rendered to the BOH for any given month by the 10<sup>th</sup> day following the end of the month. The BOH shall pay in advance all fixed monthly cost, to include the cost for Telephone VOIP services. The Finance Department shall use the information received to prepare an invoice, including overhead charges, which shall be forwarded to the BOH and due for payment via ACH (Bank: Wells Fargo, Routing# 061 209 756, Account# 2000139633388) within thirty (30) days of receipt. Unless there is a dispute of the charges by the BOH, which shall be promptly discussed with FCIT, and noticed to the Finance Department, failure to send the payment within the 30-day period will result in the County adjusting the outstanding charges from the required monthly contributions payable to the BOH from the County General Fund budget.

#### **ARTICLE 6: INCORPORATION OF AGREEMENT**

This Information Technology Agreement shall be incorporated herein to the Restated and Amended Intergovernmental Agreement for the Provision of Services. All Portions of the Restated and Amended Intergovernmental Agreement for the Provision of Services shall remain unchanged and in full force and effect and applicable to this agreement. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

**IN WITNESS THEREOF**, the Parties hereto have caused this Information Technology Agreement 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.

**FULTON COUNTY, GEORGIA**

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Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

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Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

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Soo Jo, County Attorney Office of the  
County Attorney

APPROVED AS TO CONTENT:

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Department Head

**BOARD OF HEALTH**



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Lynn Paxton, Director  
Board of Health

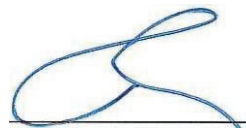
ATTEST:

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Notary Public

(Affix Corporate Seal)

APPROVED AS TO FORM:



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Jennifer R. Culler, Supervising County  
Counsel, for the FCBOH

APPROVED AS TO CONTENT

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Georgia Department of Public Health

## **ATTACHMENT C-1**

### **SERVICE LEVEL AGREEMENTS**

#### **SYSTEM OUTAGES**

<b>Priority Level</b>	<b>Average Response Time</b>	<b>Definition</b>
<b>Severity 1 - Critical</b>	2 – 4 hours	Problem or outage affecting a large group of customers, business critical functions or essential services.
<b>Severity 2 - High</b>	4- 8 hours	Customer cannot perform normal business function due to problem.
<b>Severity 3 - Medium</b>	8 - 24 hours	Customer is significantly inconvenienced by an issue but can work around it until resolved.
<b>Severity 4 - Low</b>	24- 72 hours	Customer requests a routine IT service.

#### **GIS (GEOGRAPHICAL INFORMATION SYSTEMS) SUPPORT**

GIS Section provides, maintains, distributes, and analyzes, county information that is geographically referenced using Geographic Information Systems (GIS) technology. Staff members design, develop and maintain the County's GIS database, providing services to multiple users including vital support to the 911 Emergency Services System.

<b>Business Functions: GIS Services</b>		
<b>Action</b>	<b>Average Response Time (Work Days)</b>	<b>Comments</b>
Custom Mapping	1 - 14 days	Processing time will depend on urgency, complexity of map and availability of data
Address Update	1 - 2 days	Processing time will be shortest for requests for which a customer is waiting and longest for requests that require extensive research to validate addresses
Base Map Updates	2 - 7 days	Processing time is highly dependent on the complexity of the analysis
Data Analysis	1 - 14 days	Processing time is highly dependent on the complexity of the analysis
Demographic Report	1 - 10 days	Processing time is dependent on the availability of data
Zoning Map Update	1 - 7 days	Processing time is highly dependent on the complexity of the analysis

Annexation Maps	1 - 3 days	Processing time is highly dependent on the complexity of the analysis
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### TECHNICAL OPERATIONS DIVISION

Technical Operations Division provides expertise and support for all of the county's computing and telecommunications infrastructure. This includes support for the county databases, all personal computers, servers, all telecommunications systems, (voice, data, and wireless) that support county employees who provide services to citizens. This team also is responsible for helpdesk support, state mandated Records Management, MFD (multifunctional devices) support, Data Center operations, storage and backup, and network and security concerns.

BOH is hiring Information Technology Staff who will be responsible for Tier 1 Support. For network, security and other issues beyond Tier 1, SLAs are shown below.

<b>Business Function: Active Directory, Email, Network, Server, Storage and Technical Support Services</b>		
<b>Action</b>	<b>Average Response Time (Work Days)</b>	<b>Comments</b>
Telecommunications Services	3-5 days	Response time will depend on urgency and volume of requests
Network Services	3-5 days	Response time will depend on urgency and volume of requests
Technical Support Services	3-5 days	Response time will depend on urgency and volume of requests
Information Security Services	3-5 days	Response time will depend on urgency and volume of requests
Video Management Services	3-5 days	Response time will depend on urgency and volume of requests
Add/Remove/Change Email Account	3-5 days	Response time will depend on urgency and volume of requests
Add/Remove/Change Email Archive Services	3-5 days	Response time will depend on urgency and volume of requests
Add/Remove/Change eFax Services	3-5 days	Response time will depend on urgency and volume of requests
Add/Remove/Change Encrypted Email Services	3-5 days	Response time will depend on urgency and volume of requests

<b>Add/Remove/Change Active Directory Account</b>	3-5 days	Response time will depend on urgency and volume of requests
<b>Add/Remove/Change Network File Share</b>	3-5 days	Response time will depend on urgency and volume of requests
<b>Network File Share Recovery from Backup</b>	3-5 days	Response time will depend on urgency and volume of requests
<b>Server Recovery from Backup</b>	3-5 days	Response time will depend on urgency and volume of requests
<b>Server or Server Software Issue Troubleshooting</b>	3-5 days	Response time will depend on urgency and volume of requests
<b>Add/Remove/Change Network Printer Services</b>	3-5 days	Response time will depend on urgency and volume of requests



1   **A RESOLUTION OF THE FULTON COUNTY BOARD OF COMMISSIONERS TO AMEND THE RESTATEMENT**  
2   **AND SECOND AMENDMENT OF THE INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF**  
3   **SERVICES TO THE FULTON COUNTY BOARD OF HEALTH IN ORDER TO ALLOW ADDITIONAL TIME FOR**  
4   **THE BOARD OF HEALTH TO FINALIZE THE TRANSITION OF INFORMATION TECHNOLOGY SERVICES; TO**  
5   **CONTINUE THE LEASING OF COUNTY VEHICLES TO THE BOARD OF HEALTH FOR COVID-19 RESPONSE**  
6   **PURPOSES; TO AUTHORIZE THE CHAIRMAN TO EXECUTE SUCH AMENDMENTS; AND TO AUTHORIZE**  
7   **THE COUNTY ATTORNEY TO APPROVE THE AMENDMENT TO THE RESTATEMENT AND SECOND**  
8   **AMENDMENT AND RELATED DOCUMENTS AS TO FORM AND MAKE ANY NECESSARY MODIFICATIONS**  
9   **PRIOR TO EXECUTION.**

10   **WHEREAS**, through the adoption of House Bill 885 (Laws 201, Act 467, § effective April 27, 2016) in the  
11   2015-2016 Regular Session, the Georgia General Assembly repealed O.C.G.A. § 31-3-2.1, which had  
12   previously allowed Fulton County to operate its public health services through its internal Department of  
13   Health and Wellness; and

14   **WHEREAS**, House Bill 885 further provided that the operation of public health services in Fulton County  
15   was to transition from being a department within the County to being a county board of health similar  
16   to the other boards of health around the State of Georgia that were never incorporated into county  
17   governments; and

18   **WHEREAS**, Fulton County therefore adopted Resolutions Nos. 17-0298 and 17-0299 on April 12, 2017,  
19   dissolving the Department of Health and Wellness and directing County staff to facilitate the creation of  
20   the Fulton County Board of Health (“BOH”) as a separate entity; and

21   **WHEREAS**, the h BOH now enjoys all powers and obligations of a county board of health that are set  
22   forth in O.C.G.A. § 31-3-1, et seq. and as may be delegated by the Georgia Department of Public Health  
23   and by and through the authorities established in O.C.G.A § 31-2-1, et seq., O.C.G.A. §26-2-370, et seq.,  
24   and other state laws; and

25   **WHEREAS**, to facilitate a smooth transition for the new entity, Fulton County and the newly established  
26   BOH entered into an Intergovernmental Agreement via Agenda Item No. 17-0300, for the provision of  
27   services and personnel from Fulton County to the BOH (hereinafter “Services IGA”); and

28   **WHEREAS**, on January 20, 2021, the Board of Commissioners passed Resolution 20-0622, enabling the  
29   complete separation of the BOH from the County, including a Reduction in Force of all County  
30   employees serving the BOH as of June 30, 2021, to enable the BOH to transition all employees who  
31   chose to transfer into BOH positions established under the State of Georgia’s personnel system; and  
32   providing certain ongoing support for personnel, information technology services, facilities, and legal  
33   services; and

34   **WHERAS**, on June 16, 2021, the Board of Commissioners passed Resolution 21-0457, approving a  
35   Restatement and Second Amendment of the terms of the Services IGA in order to remove discussions of  
36   wholly past obligations and to collate the underlying documents and details related to each service area  
37   into exhibits, to wit: Exhibit A: Master Lease Agreement providing quarters to the Fulton County Board  
38   of Health; Exhibit B: Vehicle Use Agreement that allows the Fulton County Board of Health to use two  
39   mobile units purchased with C.A.R.E.S. Act Funds; Exhibit C: the Fulton County Information Technology  
40   Department Scope of Work and Transition Plan for the Fulton County Board of Health and Exhibit D; and

1 **WHEREAS**, the Parties agree that the BOH requires ongoing support for information technology services  
2 through June 30, 2023, with certain amended terms; that the County is firm in its commitment to  
3 provide ongoing financial support to defray the costs of state benefits for those employees who  
4 transitioned from employment with the County directly into employment with the BOH; and that the  
5 Parties desire to extend the vehicle use agreement to allow the County to provide certain vehicles to the  
6 BOH for the ongoing COVID-19 response activities supported by the C.A.R.E.S. Act; and

7 **WHEREAS**, the Fulton County Board of Health desires to continue to utilize the Facilities and Legal  
8 services provided by the County as specified by state law and as prudent to maximize synergies across  
9 the entities for optimal provision of public health services to the citizens of Fulton County; and

10 **WHEREAS**, Fulton County Code of Laws ("FCC") § 1-117 gives the Board of Commissioners exclusive  
11 authority over the affairs of the County, and the Board of Commissioners is authorized to enter into and  
12 amend Intergovernmental Agreements with other entities pursuant to GA CONST Art. 9, § 3, ¶ I.

13 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of Fulton County hereby supports  
14 the continuing transition of the BOH, and authorizes the Chairman of the Board of Commissioners to  
15 execute the Amendment to the Restatement and Second Amendment to the Intergovernmental  
16 Agreement for the Provision of Services to the Fulton County Board of Health, and those necessary  
17 revisions as well within Exhibit B, the Vehicle Use Agreement, and Exhibit C, the Fulton Information  
18 Technology Department Scope of Work and Transition Plan for the Fulton County Board of Health, in the  
19 forms similar to the version provided herein, to be effective upon signatures.

20 **BE IT FURTHER RESOLVED** that prior to execution of any documents, the County Attorney shall approve  
21 any and all documents as to form and make any necessary modifications prior to execution.

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

25 **SO PASSED AND ADOPTED**, this 16th day of June, 2022.

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FULTON COUNTY BOARD OF COMMISSIONERS

BOARD OF COMMISSIONERS OF FULTON  
COUNTY

By: \_\_\_\_\_  
Robert L. Pitts, Chairman

ATTEST:

\_\_\_\_\_  
Tonya Grier  
Clerk to the Board of Commissioners

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APPROVED AS TO FORM:

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

10 [P:\CAProjects\BOH Transition\Resolution.Amendment to Restatement and Second Amendment.06.06 w CMR editsaccepted.docx](#)

**AMENDMENT TO  
THE RESTATEMENT AND SECOND AMENDMENT TO THE INTERGOVERNMENTAL SERVICES AGREEMENT  
FOR THE PROVISION OF SERVICES  
BETWEEN FULTON COUNTY, GEORGIA, AND THE FULTON COUNTY BOARD OF HEALTH**

THIS AMENDMENT TO THE RESTATEMENT AND SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT("Amendment" ), by and between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia and the Fulton County Board of Health ("BOH"), a governmental agency created pursuant to state law, and upon approval is effective July 1, 2022.

WHEREAS, the Parties entered into a Restatement and Second Amendment to the Intergovernmental Agreement for Services between Fulton County, Georgia, and the Fulton County Board of Health with an effective date of July 1, 2021 ("the Restatement"), which contemplated that the Parties might need additional time for completion of tasks necessary to ensure a smooth and effective transition of services and systems from the County to the BOH; and

WHEREAS, the Parties now agree that most services are fully transitioned, but that additional time is needed to complete the transition of Information Technology Services; and

WHEREAS, the Parties also agree that the persistence of the COVID-19 pandemic necessitate the extension of the agreement for the use by the BOH of certain County vehicles secured through the Coronavirus Aid, Relief and Economic Security Act ("C.A.R.E.S.") funding for COVID-19 response activities; and

WHEREAS, the Parties have performed satisfactorily over the term of the Agreement; and

WHEREAS, it is the intent of the Parties for this Amendment to be under seal.

NOW THEREFORE, this Amendment between the County and the BOH, who agree as follows:

1.

ARTICLE 3, TERM OF AGREEMENT is hereby amended to provide that the term "...shall remain in full force and effect through June 30, 2023, unless terminated earlier pursuant to provisions of this Agreement."

2.

ARTICLE 6.3, COUNTY FACILITIES AND DEPARTMENT OF REAL ESTATE AND ASSET MANAGEMENT SERVICES, shall be modified as follows:

6.3.6 The County agrees to allow the BOH to use its two (2) mobile units through the use of a Vehicle Lease Agreement attached hereto as Exhibit B-1, as the same may be amended from time to time.

3.

ARTICLE 6.5 INFORMATION TECHNOLOGY SERVICES shall be modified as follows:

6.5.1 ~~From the effective date of the First Amendment to the IGA through June 30, 2023,~~ The Fulton County Information Technology Department "FCIT" shall provide Information Technology services to the BOH through June 30, 2023, pursuant to the terms and schedules and payment provisions set forth in the Technology Scope of Work and Transition Plan attached hereto as Exhibit C and incorporated herein in its entirety, as the same may be Amended from time to time.

6.5.2 ~~From July 1, 2021 through June 30, 2022, the Fulton County Information Technology Department "FCIT" shall provide Information Technology services to the BOH pursuant to the terms and schedules and payment provisions set forth in Information Technology's Scope of Work and Transition Plan attached hereto as Exhibit C-1 and incorporated herein in its entirety. If necessary, the parties can exercise an option to continue Information Technology services through June 30, 2023.~~

4.

ARTICLE 6.7 LEGAL SERVICES shall be modified as follows:

#### 6.7 Legal Services

Effective July 1, 2021, legal services for the BOH shall continue to be provided by the County Attorney, including the provision of assistance with tracking and responding to Open Records Requests. If the BOH requests a specially assigned attorney, which may be provided by the County Attorney's office in the form of one full time attorney or the full time equivalent divided among more than one attorney, the BOH shall be responsible for all of the salary and benefit costs required for a Senior Assistant County Counsel as this title is reflected in the County's Personnel Policies, and as such designation may be changed therein from time-to-time ~~this position~~. If the BOH requires a conflict attorney, the County shall provide and bear the cost of such counsel in accordance with its plan of defense policy, as determined solely by the Board of Commissioners in consultation with the County Attorney.

5.

EXHIBIT B: Vehicle Use Agreement shall be amended to extend the term, as follows:

#### SECTION 2.0 - TERM

This Agreement shall become effective upon signature, and shall continue until July 1, ~~2022~~ 2023, unless earlier terminated in accordance with this Agreement.

6.

EXHIBIT C: Fulton County Information Technology Department Scope of Work and Transition Plan shall be amended as provided in the Attachment 1 hereto.

7.

Except as modified herein by this Amendment, the Restatement, all Exhibits, and any provisions of the original and amended IGA referenced in the Restatement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement 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.

**Fulton County Board of Health**

\_\_\_\_\_  
Lynn D. Paxton, M.D., M.P.H.  
District Health Director  
Fulton County Board of Health

**ATTEST**

\_\_\_\_\_  
Beverly Stanley, District Administrator

**DATE:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jennifer R. Culler  
Supervising County Counsel

**FULTON COUNTY**

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

**ATTEST**

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

**DATE:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

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

**APPROVED:**

---

Kathleen E. Toomey, M.D., M.P.H.  
Commissioner  
Georgia Department of Public Health









# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0418

**Meeting Date:** 6/15/2022

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### Department

Library

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

Request approval to award a contract without competition - The Fulton County Library System #22EF134698B, Vox Readalong Books in the amount of \$10,000.00 with Vox (Vienna, VA), to provide a readalong book selection with a permanent reader box attached to the hard cover of the book. 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 that there is only one source available for the required supply, service, or construction item, the request shall be forwarded to the Board of Commissioners for approval.

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

Arts and Libraries

### 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

**Scope of Work:** The County is seeking to purchase Vox read-a-longs books with an audio reading attachment on the inside of the book. Read-a-longs from Vox allows children to listen to story while following along with the book. Vox version of read-a-long books are differentiated from other readers due to its unique design. Many newer computers do not have CD capabilities. CDs are used for the majority of read-a-longs. Vox books feature a hardcover book with a reader box permanently

attached to the book. This eliminates the hassle of lost and scratched CDs extending the life of the product. Approving this item will give patrons a product with a longer lifespan and would benefit beginning and struggling readers.

**Community Impact:** Citizens of Fulton County will continue using the current versions of read-a-long books

**Department Recommendation:** Approval for Sole Source of recommended vendor

**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.

### **Contract Modification**

This is a new procurement.

**Contract & Compliance Information** *(Provide Contractor and Subcontractor details.)*  
Not Applicable

### **Exhibits Attached**

Exhibit 1: Sole Source Justification

Exhibit 2: Sole Source Letter from Library Ideas for Vox Books

Exhibit 3: Library Ideas Quote

Exhibit 3: Contractor Performance Report

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

Jamar Parker, Financial Systems Manager, Library System 404-771-7578

### **Contract Attached**

No

### **Previous Contracts**

No

### **Total Contract Value**

Original Approved Amount:

Previous Adjustments:

This Request: \$10,000

TOTAL: \$10,000

### Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

### Fiscal Impact / Funding Source

#### Funding Line 1:

100-650-6565-1312, General, Library, Library-Public Service Operations, Books-Library,

Key Contract Terms	
<b>Start Date:</b> Upon BOC Approval	<b>End Date:</b> 12 months
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b> No Renewal

**Overall Contractor Performance Rating:** 4.00

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

Yes

**Report Period Start:**  
10/12/2021

**Report Period End:**  
12/31/2021



## JUSTIFICATION AND APPROVAL FOR ALLOWING AWARD OF CONTRACT WITHOUT COMPETITION

### SECTION A

**Department:** *Library*

**Department Contact:** *Jamar Parker, 404-612-8707, jamar.parker@fultoncountygga.gov*

**Description of Supplies/Services:** *VOX Readalongs. VOX Readalongs are children's books with an audio reading attached to the inside of the book.*

**Demonstration of Contractor's Unique Qualifications:**

*Readalongs allow children to listen to a story while following along the book. Library Ideas has been selling VOX books to libraries and schools since 2015. They are the only provider of readalongs that feature a hardcover book with a reader box permanently attached to the book. In the past, we were able to purchase readalongs from our primary book vendor. While they do still have readalongs we can purchase, their version is a paperback book with a CD in a separate case. The CD would frequently get separated from the book or get scratched, making the readalong unusable. Now that CD players are no longer in new cars or computers, many of our patrons don't have a way to listen to readalongs with CDs. The demand for readalongs is still there, particularly for beginning readers who find it helpful to hear the words and see them on the page at the same time. If this isn't approved, we're unable to offer a product that our patrons are requesting and that would benefit beginning and struggling readers.*

### SECTION B

#### MARKET SURVEY

**Results of Market Survey:** *N/A*

**Date Public Notice posted on website:** *05/12/2022*

**Date Public Notice closed:** *05/19/2022 2:00 PM EDT*

#### REVIEW OF OFFER(S)

**Were any offers received (Y/N):** *YES*

**Number of offers received:** *1*

**Respondents:** *Library Ideas, LLC.*

**Date Offers submitted to User Department for review:** *05/20/2022*

**User Department review and recommendation:** *Fulton County Library System recommends approval of sole source vendor Library Ideas LLC.*

**Purchasing Agent review and recommendation:** *After review and consideration of all available information related to the requirement and criteria of the sole source advertisement 22EF134698B as titled Vox Readalong Books - Single Attachment, the Department of Purchasing and Contract Compliance recommends proceeding with BOC approval request to award a contract without competition.*



library ideas

P.O. BOX 9  
VIENNA VA 22183  
LIBRARYIDEAS.COM

April 5, 2022

To Whom it May Concern,

VOX™ Books is a copyrighted product, wholly owned, and exclusively marketed by Library Ideas, LLC. All the content is exclusive to Library Ideas, in the all-in-one format, except for WHAT THE DINOSAURS DID LAST NIGHT and WHAT THE DINOSAURS DID AT SCHOOL.

Library Ideas, LLC is the sole source for VOX™ Books worldwide.

Please let us know if you have any further questions.

Sincerely,

Dina Matranga  
Director of Business Operations  
**Library Ideas, LLC**  
Fairfax, Virginia USA

Library Ideas LLC

P.O. Box 9

Vienna, VA 22183

# QUOTE

Date	Estimate #
5/2/2022	12-1195

Name / Address
FULTON COUNTY LIBRARY SYSTEM Virginia Collier 1 Margaret Mitchell Sq. Atlanta, GA 30303

Ship To
FULTON COUNTY LIBRARY SYSTEM Virginia Collier 1 Margaret Mitchell Sq. Atlanta, GA 30303

P.O. No.	Due Date	Rep
	5/2/2022	AK

Qty	Item	Description	Rate	Total
	VOX SOC	VOX Books List prices: \$44.95, \$47.95 and \$49.95 Discounted prices: \$41.95, \$44.95 and \$46.95 Quantity range: 212 - 238 books	10,000.00	10,000.00
			<b>Total</b>	USD 10,000.00



**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
10/12/2021	12/31/2021	10/12/2021	12/31/2021
Purchaser Order Number		Purchase Order Date	
PO,650,21SC132096B-EF,1		10/12/2021	
Department			
Library			
Bid Number		Service Commodity	
		Read along Books by Vox	
Contractor			
Library Ideas			
<b>Performance Rating</b>			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
<input type="radio"/>	0	The vendor provided a quality product in a sufficient time frame. Personnel is highly qualified and knowledgeable about their goods and services.	
<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	Books are delivered on time and with the correct number of quantities.	
<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	The Library system is satisfied with the titles provided in the desired quantities.
<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	05/03/2022
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Jamar Parker		
Department Head Name:	Gayle Holloman		
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.: 22-0419

Meeting Date: 6/15/2022

### Department

Public Works

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

Request approval of a change order less than 10% - Department of Public Works, 20ITBC125292A-FB, Ductile Iron Pipe, Restraining Gaskets, and Tapping Saddles to increase the unit prices as outlined in the attached pricing sheet, no additional funding required, with Ferguson Waterworks (Norcross, GA), to provide ductile iron pipe, restraining gaskets and tapping saddles. 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** The Department of Public Works is requesting approval of a change order less than 10%, 20ITBC125292A-FB Ductile Iron Pipe, Restraining Gaskets, and Tapping Saddles to increase the unit prices as outlined in the attached pricing sheet.

**Scope of Work:** The contract with Ferguson Waterworks provides ductile iron pipes, restraining gaskets, and tapping saddles to maintain and repair water infrastructure throughout the North Fulton

County water service areas. The renewal of the 2022 contract was approved by the Board of Commissioners on November 17, 2021. However, due to the pandemic which is impacting the supply chain and the availability of materials, Ferguson Waterworks requests an average increase of 25% of the previously approved unit prices. The new unit prices for the various materials purchased by Public Works under this contract are shown in Exhibit 1. No additional spending authority is required.

**Community Impact:** Approval of unit price increases will avoid delays in procurement of ductile iron pipe, restraining gaskets, and tapping saddles. Failure to procure and maintain these items in stock can negatively impact the operation of the Water Services Division in maintaining water systems and services.

**Department Recommendation:** The Department of Public Works recommends approval of a change order less than 10% to the contract with Ferguson Waterworks not to exceed the awarded amount of \$92,779.16.

**Project Implications:** Increase in unit cost without increasing the awarded contract amount may inhibit the ability to procure ductile iron pipe, restraining gaskets, and tapping saddles for water service installation, repair, and maintenance for the North Fulton water distribution system.

**Community Issues/Concerns:** Public Works staff is not aware of any community issues or concerns.

**Department Issues/Concerns:** The Department of Public Works does not have any issues or concerns with the proposed price increase.

### Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0548	8/5/2020	\$105,126.30
1st Renewal	20-0923	12/16/2020	\$105,126.30
2 <sup>nd</sup> Renewal	21-0894	11/17/2021	<b>\$92,779.16</b>
Change Order No 1			\$.00
Total Revised Amount			\$303,031.76

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

**Total Contract Value:** \$0

**Prime Vendor:** Ferguson Waterworks  
**Prime Status:** Non-Minority  
**Location:** Braselton, GA  
**County:** Barrow County  
**Prime Value:** \$0 or 100.00%

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

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

Exhibit 1: Change Order Agreement No. 1

Exhibit 2: Contractor Performance Report

Exhibit 3: Revised Pricing Sheet

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

Nick Ammons, Deputy Director, Public Works, 404-612-7530

**Contract Attached**

Yes

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$105,126.30  
Previous Adjustments: \$197,905.46  
This Request: \$ 0.00  
TOTAL: \$303,031.76

**Grant Information Summary**

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

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

203-540-5453-1450: Water &amp; Sewer R &amp; E, Public Works, Maintenance Supplies - \$0.00

Key Contract Terms	
Start Date: 1/1/2022	End Date: 12/31/2022
Cost Adjustment:	Renewal/Extension Terms: no

**Overall Contractor Performance Rating:** 3.0

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

Yes

**Report Period Start:**  
3/5/2021

**Report Period End:**  
6/22/2021

**CHANGE ORDER NO. 1 TO FORM OF CONTRACT**

Contractor: **Ferguson Waterworks**

Contract No. **20ITBC125292A-FB, Ductile Iron Pipe  
Restraining Gaskets and Tapping Saddles**

Address: **5475 Technology Pkwy**  
City, State **Braselton, GA**

Telephone: **770-967-1845**

E-mail address: **bob.mcwhorter@ferguson.com**

Contact: **Bob McWhorter**  
**Sales Representative**

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

WHEREAS, Fulton County ("County") entered into a Contract with [Insert Contractor Name] to provide/perform [Insert a brief scope of work/services], dated [Insert contract effective date], on behalf of the [Insert User Department].; and

WHEREAS, to increase current unit prices of commodities per the attached pricing sheet.

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

WHEREAS, this Change Order No. 1 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 Change Order 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 by in accordance with this Change Order No. [ ] to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** Scope of work remains the same in providing ductile iron pipe restraining gaskets and tapping saddles as needed.
2. **COMPENSATION:** No additional funding required.
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 County Manager, attested to by the Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF CHANGE ORDER NO. [ ] 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**

\_\_\_\_\_  
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:

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

CONTRACTOR:

**FERGUSON WATERWORKS**

\_\_\_\_\_  
[Insert name]  
[Insert title]

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**

**GOODS AND COMMODITIES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
07/1/2021	09/30/2021	03/05/21	12/31/2021
Purchaser Order Number		Purchase Order Date	
540 20ITBC125292-FB(RN1)		03/05/21	

Department	
Public Works	
Bid Number	Service Commodity
20ITBC125292A-FB	Ductile Iron Pipe

Contractor	
Ferguson Waterworks	
<b>Performance Rating</b>	

0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

1. Quality of Goods/Services	(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)
<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input checked="" type="radio"/> 3 <input type="radio"/> 4	Ferguson Waterworks was awarded a twelve month contract to provide the Public Works Department with Ductile Iron Pipe. The quality of the DIP and accessories provided by the vendor complies with all applicable standards and guidelines.

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 <input type="radio"/> 1 <input type="radio"/> 2 <input checked="" type="radio"/> 3 <input type="radio"/> 4	The response time provided by Ferguson Waterworks in regards to supplying and providing DIP and accessories have been good, there were no problems or discrepancies to report.

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	Ferguson Waterworks conducts business with Fulton County in a professional manner. Ferguson Waterworks responds to the needs of Fulton County promptly and are very responsive.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)
<input type="radio"/>	0	Ferguson Waterworks meets all of the Public Works expectations and product specifications. This vendor has good invoicing procedures.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	As of this reporting period the scope of services rendered by Ferguson Waterworks have met the requirements of Fulton County. No issues to report at this time.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

Overall Performance Rating	3.00	Date	4/28/2022
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Khalid Ahmad		
Department Head Name:	David Clark <i>[Signature]</i>		
Department Head Signature			

After you have completed filling out the form:

Submit the form to Purchasing

Print a copy of the form

Save the form

Submit

Print

Save

BID TAB											
BID NUMBER/QUOTE #: 20ITBC125292A-FB					OPENING						
BID DESCRIPTION: Ductile Iron Pipe, Restraining Gaskets and Tapping Saddles											
REQUESTING DEPARTMENT: DEPARTMENT OF PUBLIC WORKS											
20ITBC125292A-FB, Ductile Iron Pipe, Restraining Gaskets and Tapping Saddles				VENDOR NAME		VENDOR NAME					
				FERGUSON WATERWORKS ADDRESS		FERGUSON WATERWORKS ADDRESS					
				TELEPHONE:		TELEPHONE					
				CONTACT:		CONTACT:					
ITEM DESCRIPTION			UNIT	QTY	UNIT \$	TOTAL	PPI INCREASE OF 19.5%	2022 UNIT \$	TOTAL \$	2022 Requested Pricing	Totals
Group A – Ductile iron pipe, socket & spigot, per pressure class as listed in specifications											
1) 4" diameter			LINEAR FT	0	\$ 19.25	\$ 1,155.00	119.50%	\$ 23.00	\$ -	\$ 28.75	\$ -
2) 6" diameter			LINEAR FT	0	\$ 21.86	\$ 1,311.60	119.50%	\$ 26.12	\$ -	\$ 32.65	\$ -
3) 8" diameter			LINEAR FT	0	\$ 24.72	\$ 1,483.20	119.50%	\$ 29.54	\$ -	\$ 36.93	\$ -
4) 10" diameter			LINEAR FT	0	\$ 27.25	\$ 1,635.00	119.50%	\$ 32.56	\$ -	\$ 40.70	\$ -
5) 12" diameter			LINEAR FT	0	\$ 36.37	\$ 2,182.20	119.50%	\$ 43.46	\$ -	\$ 54.33	\$ -
6) 16" diameter			LINEAR FT	0	\$ 41.39	\$ 2,483.40	119.50%	\$ 49.46	\$ -	\$ 61.83	\$ -
7) 18" diameter			LINEAR FT	0	\$ 47.43	\$ 2,845.80	119.50%	\$ 56.68	\$ -	\$ 70.85	\$ -
8) 20" diameter			LINEAR FT	0	\$ 56.09	\$ 3,365.40	119.50%	\$ 67.03	\$ -	\$ 83.79	\$ -
9) 24" diameter			LINEAR FT	0	\$ 67.45	\$ 4,047.00	119.50%	\$ 80.60	\$ -	\$ 100.75	\$ -
10) 4" fast grip or field lock restraining gasket			EACH	0	\$ 50.15	\$ 200.60	119.50%	\$ 59.93	\$ -	\$ 74.91	\$ -
11) 6" fast grip or field lock restraining gasket			EACH	0	\$ 72.96	\$ 291.84	119.50%	\$ 87.19	\$ -	\$ 108.99	\$ -
12) 8" fast grip or field lock restraining gasket			EACH	2	\$ 96.40	\$ 385.60	119.50%	\$ 115.20	\$ 230.40	\$ 144.00	\$ 288.00
13) 10" fast grip or field lock restraining gasket			EACH	2	\$ 110.45	\$ 441.80	119.50%	\$ 131.99	\$ 263.98	\$ 164.99	\$ 329.98
14) 12" fast grip or field lock restraining gasket			EACH	2	\$ 127.58	\$ 510.32	119.50%	\$ 152.46	\$ 304.92	\$ 190.58	\$ 381.15
15) 16" fast grip or field lock restraining gasket			EACH	2	\$ 280.22	\$ 1,120.88	119.50%	\$ 334.86	\$ 669.72	\$ 418.58	\$ 837.15
16) 18" fast grip or field lock restraining gasket			EACH	0	\$ 324.90	\$ 1,299.60	119.50%	\$ 388.26	\$ -	\$ 485.33	\$ -
17) 20" fast grip or field lock restraining gasket			EACH	0	\$ 375.68	\$ 1,502.72	119.50%	\$ 448.94	\$ -	\$ 561.18	\$ -
18) 24" fast grip or field lock restraining gasket			EACH	0	\$ 521.53	\$ 2,086.12	119.50%	\$ 623.23	\$ -	\$ 779.04	\$ -
Total Group A (Items 1 - 18)						\$ 28,348.08			\$ 1,469.02		\$ 1,836.28

Group B - Large diameters Ductile Iron Pipes									
19) 30" diameter	LINEAR FT	0	\$ 106.55	\$ 6,393.00	119.50%	\$ 127.33	\$ -	\$ 159.16	\$ -
20) 36" diameter	LINEAR FT	0	\$ 140.88	\$ 8,452.80	119.50%	\$ 168.35	\$ -	\$ 210.44	\$ -
21) 42" diameter	LINEAR FT	0	\$ 200.92	\$ 12,055.20	119.50%	\$ 240.10	\$ -	\$ 300.13	\$ -
22) 48" diameter	LINEAR FT	0	\$ 270.90	\$ 16,254.00	119.50%	\$ 323.73	\$ -	\$ 404.66	\$ -
23) 54" diameter	LINEAR FT	0	\$ 354.60	\$ 21,276.00	119.50%	\$ 423.75	\$ -	\$ 529.69	\$ -
24) 30" fast grip or field lock restraining gasket	EACH	0	\$ 0.01	\$ 0.04	119.50%	\$ -	\$ -		
25) 36" fast grip or field lock restraining gasket	EACH	0	\$ 0.01	\$ 0.04	119.50%	\$ -	\$ -		
Total Group B (Items 19 - 25)				\$ 64,431.08			\$ -		\$ -
GRAND TOTAL:			\$92,779.16				\$1,469.02		\$ 1,836.28
AWARD PER GROUP			\$92,779.16				\$1,469.02		
BIDS MAILED			NO RESPONSE:		ASSISTANT PURCHASING AGENT:				
BIDS RECEIVED:			NO-BIDS:		CHIEF ASSISTANT:				
					CANNOT EXCEED \$92,779.16 (GROUP A & B)				
					DEPT. AUTHORIZATION:				

BID TAB							OPENING	
BID NUMBER/QUOTE #: 20ITBC125292A-FB								
BID DESCRIPTION: Ductile Iron Pipe, Restraining Gaskets and Tapping Saddles								
REQUESTING DEPARTMENT: DEPARTMENT OF PUBLIC WORKS								
20ITBC125292A-FB, Ductile Iron Pipe, Restraining Gaskets and Tapping Saddles				VENDOR NAME		VENDOR NAME		
				FERGUSON WATERWORKS		FERGUSON WATERWORKS		
				ADDRESS		ADDRESS		
				TELEPHONE:		TELEPHONE		
				CONTACT:		CONTACT:		
ITEM DESCRIPTION		UNIT	QTY	UNIT \$	TOTAL	PPI INCREASE OF 19.5%	2022 UNIT \$	TOTAL \$
Group A – Ductile iron pipe, socket & spigot, per pressure class as listed in specifications								
1) 4" diameter		LINEAR FT	60	\$ 19.25	\$ 1,155.00	119.50%	\$ 23.00	\$ 1,380.00
2) 6" diameter		LINEAR FT	60	\$ 21.86	\$ 1,311.60	119.50%	\$ 26.12	\$ 1,567.20
3) 8" diameter		LINEAR FT	60	\$ 24.72	\$ 1,483.20	119.50%	\$ 29.54	\$ 1,772.40
4) 10" diameter		LINEAR FT	60	\$ 27.25	\$ 1,635.00	119.50%	\$ 32.56	\$ 1,953.60
5) 12" diameter		LINEAR FT	60	\$ 36.37	\$ 2,182.20	119.50%	\$ 43.46	\$ 2,607.60
6) 16" diameter		LINEAR FT	60	\$ 41.39	\$ 2,483.40	119.50%	\$ 49.46	\$ 2,967.60
7) 18" diameter		LINEAR FT	60	\$ 47.43	\$ 2,845.80	119.50%	\$ 56.68	\$ 3,400.80
8) 20" diameter		LINEAR FT	60	\$ 56.09	\$ 3,365.40	119.50%	\$ 67.03	\$ 4,021.80
9) 24" diameter		LINEAR FT	60	\$ 67.45	\$ 4,047.00	119.50%	\$ 80.60	\$ 4,836.00
10) 4" fast grip or field lock restraining gasket		EACH	4	\$ 50.15	\$ 200.60	119.50%	\$ 59.93	\$ 239.72
11) 6" fast grip or field lock restraining gasket		EACH	4	\$ 72.96	\$ 291.84	119.50%	\$ 87.19	\$ 348.76
12) 8" fast grip or field lock restraining gasket		EACH	4	\$ 96.40	\$ 385.60	119.50%	\$ 115.20	\$ 460.80
13) 10" fast grip or field lock restraining gasket		EACH	4	\$ 110.45	\$ 441.80	119.50%	\$ 131.99	\$ 527.96
14) 12" fast grip or field lock restraining gasket		EACH	4	\$ 127.58	\$ 510.32	119.50%	\$ 152.46	\$ 609.84
15) 16" fast grip or field lock restraining gasket		EACH	4	\$ 280.22	\$ 1,120.88	119.50%	\$ 334.86	\$ 1,339.44
16) 18" fast grip or field lock restraining gasket		EACH	4	\$ 324.90	\$ 1,299.60	119.50%	\$ 388.26	\$ 1,553.04
17) 20" fast grip or field lock restraining gasket		EACH	4	\$ 375.68	\$ 1,502.72	119.50%	\$ 448.94	\$ 1,795.76
18) 24" fast grip or field lock restraining gasket		EACH	4	\$ 521.53	\$ 2,086.12	119.50%	\$ 623.23	\$ 2,492.92
Total Group A (Items 1 - 18)					\$ 28,348.08			\$ 33,876.24

23.00 \$ 0.00  
26.12 \$ 0.00  
29.54 \$ 0.00  
32.56 \$ 0.00  
43.46 \$ 0.00  
49.46 \$ 0.00  
56.68 \$ (0.00)  
67.03 \$ (0.00)  
80.60 \$ 0.00  
59.93 \$ (0.00)  
87.19 \$ (0.00)  
115.20 \$ (0.00)  
131.99 \$ (0.00)  
152.46 \$ (0.00)  
334.86 \$ 0.00  
388.26 \$ (0.00)  
448.94 \$ (0.00)  
623.23 \$ (0.00)  
\$ -  
\$ -

Group B - Large diameters Ductile Iron Pipes							
19) 30" diameter	LINEAR FT	60	\$ 106.55	\$ 6,393.00	119.50%	\$ 127.33	\$ 7,639.80
20) 36" diameter	LINEAR FT	60	\$ 140.88	\$ 8,452.80	119.50%	\$ 168.35	\$ 10,101.00
21) 42" diameter	LINEAR FT	60	\$ 200.92	\$ 12,055.20	119.50%	\$ 240.10	\$ 14,406.00
22) 48" diameter	LINEAR FT	60	\$ 270.90	\$ 16,254.00	119.50%	\$ 323.73	\$ 19,423.80
23) 54" diameter	LINEAR FT	60	\$ 354.60	\$ 21,276.00	119.50%	\$ 423.75	\$ 25,425.00
24) 30" fast grip or field lock restraining gasket	EACH	4	\$ 0.01	\$ 0.04	119.50%	\$ -	\$ -
25) 36" fast grip or field lock restraining gasket	EACH	4	\$ 0.01	\$ 0.04	119.50%	\$ -	\$ -
Total Group B (Items 19 - 25)				\$ 64,431.08			\$ 76,995.60
GRAND TOTAL:			\$92,779.16		\$110,870.84		
AWARD PER GROUP			\$92,779.16		\$110,870.84		
BIDS MAILED			NO RESPONSE:		ASSISTANT PURCHASING AGENT:		
BIDS RECEIVED:			NO-BIDS:		CHIEF ASSISTANT:		
					CANNOT EXCEED \$92,779.16 (GROUP A & B)		
					DEPT. AUTHORIZATION:		

\$ -

127.33 \$ (0.00)

168.35 \$ 0.00

240.10 \$ (0.00)

323.73 \$ (0.00)

423.75 \$ (0.00)

0.01 \$ 0.01

0.01 \$ 0.01







# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 22-0420

Meeting Date: 6/15/2022

### Department

Public Works

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

Request approval of a change order less than 10% - Department of Public Works, 19ITBC120482A-FB, Manholes, Frames, Grates, and Accessories Fittings to increase the unit prices as outlined in the attached pricing sheet with Ferguson Waterworks (College Park, GA), to provide manholes frames, grates, and accessories. No additional funding is required. 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:** Department of Public Works is requesting approval of a change order less than 10%, 19ITBC120482A-FB, manholes frames, grates, and accessories to increase the unit prices as outlined in the attached pricing sheet.

**Scope of Work:** The contract with Ferguson Waterworks provides manholes, frames, grates, and accessories to the Department of Public Works for use throughout the North and South Fulton sanitary sewer service areas. The renewal of the 2022 contract was approved by the Board of Commissioners on December 1, 2021. Due to the pandemic which is impacting the supply chain and

the availability of materials, Ferguson Waterworks requests an average increase of 38% of the previously approved unit prices. The new unit prices for the various items purchased by Public Works under this contract are shown in Exhibit 1. If this contract with the revised unit prices is approved, the overall annual contract amount will remain at Ferguson Waterworks in the amount of \$221,845.58 and not be increased.

**Community Impact:** If Fulton County does not approve these unit price increases, the contract will have to be re-advertised and procured which will result in significant delays in procuring manholes, frames, grates, and accessories. Failure to procure and maintain these items in stock can negatively impact the operation of the Water Services Division in maintaining water systems and services.

**Department Recommendation:** The Department of Public Works recommends approval of a change order less than 10% to the contract with Ferguson Waterworks with the new unit prices that will not exceed the awarded amount of \$221,845.58.

**Project Implications:** Increase in unit cost without increasing the awarded contract amount may inhibit the ability to procure manholes, frames, grates, and accessories for water service installation, repair, and maintenance for the North and South Fulton wastewater collection system.

**Community Issues/Concerns:** Public Works staff is not aware of any community issues or concerns.

**Department Issues/Concerns:** The Department of Public Works does not have any issues or concerns with the proposed price increase.

### Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	19-0910	11/06/2019	\$221,845.58
1st Renewal	20-0745	10/21/2020	\$221,845.58
2 <sup>nd</sup> Renewal	21-0953	12/1/2021	\$221,845.58
<b>Change Order No. 1</b>			\$0.00
Total Revised Amount			\$665,536.74

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

**Contract Value:** \$0.00  
**Prime Vendor:** Ferguson Waterworks  
**Prime Status:** Non-Minority  
**Location:** Norcross, GA  
**County:** Gwinnett County  
**Prime Value:** \$0.00 or 0.00%  
**Subcontractor:** None

**Total Contract Value:** \$0.00 or 0.00%

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**Agenda Item No.:** 22-0420

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**Total M/FBE Value:**        **\$0.00 or 0.00%**

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

Exhibit 1: Change Order Agreement

Exhibit 2: Contractor Performance Report

Exhibit 3: Revised Pricing Sheet

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

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

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount:    \$ 221,845.58

Previous Adjustments:        \$ 443,691.16

This Request:                        \$0.00

TOTAL:                                \$ 665,536.74

**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:**

201-540-5459-1450: Water & Sewer Revenue, Public Works, Maintenance Supplies - \$0.00

**Funding Line 2:**

201-540-5469-1450: Water & Sewer Revenue, Public Works, Maintenance Supplies - \$0.00

**Key Contract Terms**

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**Agenda Item No.:** 22-0420

**Meeting Date:** 6/15/2022

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<b>Start Date:</b> 1/1/2022	<b>End Date:</b> 12/31/2022
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b> no

**Overall Contractor Performance Rating:** 4.0

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

Yes

**Report Period Start:**  
1/1/2021

**Report Period End:**  
1/7/2021

19ITBC120482A-FB, MANHOLES, RISERS, FRAMES, GRATES AND ACCESSORIES			VENDOR NAME	
			FERGUSON WATERWORKS	
			FERGO60480-A	
			ADDRESS	
			TELEPHONE	
			CONTACT:	
	UNIT	QTY	UNIT \$	TOTAL
1) 24" Manhole Frame and Cover Assembly, #450 with Fulton County Logo North Fulton Sewer 50 – South Fulton Sewer 50. East Jordan Iron Works, Model# EJ1326, or equ	EACH	50	\$ 274.32	\$ 13,716.00
2) 24" Manhole Cover, Solid with Fulton County Logo North Fulton Sewer 50 – South Fulton Sewer 50 East Jordan Iron Works Model# 1338A, or equal	EACH	50	\$ 102.04	\$ 5,102.00
3) 1" Solid Steel Riser Rings North Fulton Sewer 400 East Jordan Iron Works Model# M1 Solid Steel Riser, or equal	EACH	100	\$ 212.43	\$ 21,243.00
4) 1 ½" Solid Steel Riser Rings North Fulton Sewer 400 East Jordan Iron Works Model# M1 Solid Steel Riser, or equal	EACH	198	\$ 211.82	\$ 41,940.36
5) Composite Ring and Lid North Fulton Sewer 200 – South Fulton Sewer 200 Composite Access Products Model# A-1BK24B4-C01CPGSS-H1, or equal	EACH	140	\$ 550.75	\$ 77,105.00
6) 6) Manhole Polyethylene Manhole Adjustment Rings 1 1/4" North Fulton Sewer 311 South Fulton Sewer 310 LadTech Systems Model# 24R125 or equal	EACH	0	\$ 30.67	\$ -
7) 7) Polyethylene Manhole Adjustment Rings 1 1/2" North Fulton Sewer 319 South Fulton Sewer 319 LadTech Systems Model# 24R150 or equal	EACH	0	\$ 31.51	\$ -
8) 8) Polyethylene Manhole Adjustment Rings 2" North Fulton Sewer 301 South Fulton Sewer 301 LadTech Systems Model# 24R200 or equal	EACH	0	\$ 32.40	\$ -
9) 9) Polyethylene Manhole Adjustment Rings 4" North Fulton Sewer for 105 South Fulton Sewer 105 LadTech Systems Model# 24R400 or equal	EACH	0	\$ 55.27	\$ -

19ITBC120482A-FB, MANHOLES, RISERS, FRAMES, GRATES AND ACCESSORIES		VENDOR NAME		
		FERGUSON WATERWORKS		
		FERGO60480-A		
		ADDRESS		
		TELEPHONE		
		CONTACT:		
10) 10) Polyethylene Manhole Adjustment Rings, Sloped 3/4" to 1 1/2" North Fulton Sewer 79 South Fulton Sewer 79 LadTech Systems Model# 24S150 or equal	EACH	0	\$ 37.71	\$ -
11) 11) Polyethylene Manhole Adjustment Rings 1 1/2" North Fulton Sewer 116 South Fulton Sewer 116 LadTech Systems Model# 27R150 or equal	EACH	0	\$ 33.83	\$ -
12) 12) Polyethylene Manhole Adjustment Rings 27 inch Adjustment height 1 1/4" North Fulton Sewer 69 South Fulton Sewer 69 LadTech Systems Model# 27R125 or equal	EACH	0	\$ 32.86	\$ -
13) Polyethylene Manhole Adjustment Rings 27 inch, Adjustment Height 2 inches North Fulton Sewer 65 South Fulton Sewer 64 LadTech Systems Model# 27R200 or equal	EACH	0	\$ 34.85	\$ -
14) Polyethylene Manhole Adjustment Rings 27 inch adjustment height 4 inches 53 for North Fulton Sewer 52 for South Fulton Sewer LadTech Systems Model# 27R400 or equal	EACH	0	\$ 67.75	\$ -
15) Polyethylene Manhole Adjustment Rings 27 inch sloped, adjustment height from 3/4" to 1 1/2 inch 79 for North Fulton Sewer 79 for South Fulton Sewer LadTech Systems Model# 27S150	EACH	0	\$ 39.66	\$ -
16) Fiberglass Manhole Liners 8 feet North Fulton Sewer 15 South Fulton Sewer 15 LFM Fiberglass Structure Model# LFMH001 or equal		30		

19ITBC120482A-FB, MANHOLES, RISERS, FRAMES, GRATES AND ACCESSORIES		VENDOR NAME		
		FERGUSON WATERWORKS		
		FERGO60480-A		
		ADDRESS		
		TELEPHONE		
		CONTACT:		
17) Fiberglass Manhole Liners 10 feet North Fulton Sewer 15 South Fulton Sewer 15 LFM Fiberglass Structure Model# LFMH001 or equal		30		
18) Fiberglass Manhole Liners 12 feet North Fulton Sewer 15 South Fulton Sewer 15 LFM Fiberglass Structure Model# LFMH001 or equal		30		
19) Butyl Sealant 1/2" x 12 foot rolls, 12 Rolls Per Case 666 Rolls for North Fulton Sewer 666 Rolls for South Fulton Sewer Conseal Model# CS102 - Caulking Roll or equal	EACH	1332	\$ 0.39	\$ 519.48
20) Final Grade Adjustment Shims, 24 in x 1/4 inch round, adjustment height for 24" Round x 1/4" North Fulton Sewer for 100 South Fulton Sewer for 100 LadTech Systems Model # SP24FS-025	EACH	0	\$ 23.69	\$ -
21) Final Grade Adjustment Shims, 27 in. x 1/4 inch round adjustment height for 27 x 1/4 inch North Fulton Sewer for 100 South Fulton Sewer for 100 LadTech Systems Model # SP27FS-025	EACH	0	\$ 24.66	\$ -
GRAND TOTAL:				\$159,625.84
BIDS MAILED				
BIDS RECEIVED:				

**CHANGE ORDER NO. 1 TO FORM OF CONTRACT**

Contractor: **Ferguson Waterworks**

Contract No. **19ITBC120482A-FB, Manholes, Frames, Grates and Accessories**

Address: **4655 Buford Highway**  
City, State **Norcross, GA**

Telephone: **770-967-1845**

E-mail address: **bob.mcwhorter@ferguson.com**

Contact: **Bob McWhorter**  
**Sales Representative**

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

WHEREAS, Fulton County ("County") entered into a Contract with Ferguson Waterworks to provide manholes, frames, grates, and accessories dated November 6, 2019, on behalf of the Department of Public Works; and

WHEREAS, this Change Order No. 1 is necessary to increase current unit prices of commodities per the attached pricing sheet.

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

WHEREAS, this Change Order No. 1 was approved by the Fulton County Board of Commissioners on \_\_\_\_\_, 2022 as Agenda Item No. \_\_\_\_\_.

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

This Change Order No. 1 to Form of Contract is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022, between the County and Ferguson Waterworks, who agree that all Services specified will be performed by in accordance with this Change Order No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** Scope of work remains the same in providing manholes, frames, grates, and accessories as needed.
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$221,845.58.
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 Chairman, 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**

CONTRACTOR:

**FERGUSON WATERWORKS**

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

\_\_\_\_\_  
David Lyle  
Vice President

ATTEST:

ATTEST:

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

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

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

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

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

APPROVED AS TO CONTENT:

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

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

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

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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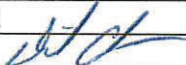
DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2021	7/31/2021	1/1/2021	12/31/2021
Purchaser Order Number		Purchase Order Date	
MA 19ITBC120482-FB(RN1)		3/9/2021	
Department			
Public Works			
Bid Number		Service Commodity	
19ITBC120482A-FB		Manholes, Frames, Grates and Accessories	
Contractor			
Ferguson Waterworks			
<b>Performance Rating</b>			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
<input type="radio"/> 0	Comments: This vendor's quality of services was excellent.		
<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: This vendor's responsiveness was excellent.		
<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: This vendor's responsiveness to inquiries was excellent.
<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	Comments: This vendor met expectations.
<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	Comments: This vendor's management was excellent.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	4.00	Date	08/23/21
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Bennies Willis		
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






DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start 1/1/2021	Report Period End 7/31/2021	Contract Period Start 1/1/2021	Contract Period End 12/31/2021
Purchaser Order Number MA 19ITBC120482-FB(RN1)		Purchase Order Date 3/9/2021	
Department Public Works			
Bid Number 19ITBC120482A-FB		Service Commodity Manholes, Frames, Grates and Accessories	
Contractor Fiberglass Tank Solutions, LLC			
<b>Performance Rating</b>			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
<input type="radio"/> 0	Comments: This vendor met our requirements 2020, but due to the COVID pandemic and worldwide shortage of fiberglass resin, we have spoken to the vendor and they will attempt to resume deliveries as soon as market and resource conditions improve.		
<input type="radio"/> 1			
<input type="radio"/> 2			
<input checked="" type="radio"/> 3			
<input type="radio"/> 4			
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
<input type="radio"/> 0	Comments: This vendor met our requirements 2020, but due to the COVID pandemic and worldwide shortage of fiberglass resin, we have spoken to the vendor and they will attempt to resume deliveries as soon as market and resource conditions improve.		
<input type="radio"/> 1			
<input type="radio"/> 2			
<input checked="" type="radio"/> 3			
<input type="radio"/> 4			

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	Comments: This vendor met our requirements 2020, but due to the COVID pandemic and worldwide shortage of fiberglass resin, we have spoken to the vendor and they will attempt to resume deliveries as soon as market and resource conditions improve.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
<input type="radio"/>	0	Comments: This vendor met our requirements 2020, but due to the COVID pandemic and worldwide shortage of fiberglass resin, we have spoken to the vendor and they will attempt to resume deliveries as soon as market and resource conditions improve.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	Comment : This vendor met our requirements 2020, but due to the COVID pandemic and worldwide shortage of fiberglass resin, we have spoken to the vendor and they will attempt to resume deliveries as soon as market and resource conditions improve.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

Overall Performance Rating	3.00	Date	08/23/21
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Bennies Willis		
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





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 22-0421

**Meeting Date:** 6/15/2022

### Department

Community Development

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

Request approval to amend the contract approved by the BOC on April 13, 2022 (Agenda Item 22-0221) issued to North Fulton Community Charities in the amount of \$28,286.00 by adding additional funds from the Coordinated Intake and Assessment System (CIAS) grant in the amount of \$49,132.64 for a new contract amount totaling \$77,418.64 and amend the contract issued to Community Assistance Center in the amount of \$25,000.00 approved by the BOC on October 20, 2021 (Agenda Item 21-0798) by adding additional funding in the amount of \$25,000.00 from the CIAS grant for a new contract amount totaling \$50,000.00.

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

The Code of Georgia 36-10-1 states 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 in its minutes.

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

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

No

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

The original contracts were funded using Emergency Solutions Grant ("ESG") funding only. ESG is designed to increase the number and quality of emergency shelters for homeless individuals and families, to operate these facilities, provide essential services, and to help prevent, prepare for, and respond to homelessness. Services rendered through the ESG program provide the first step in a continuum of assistance to enable



homeless individuals and families to move toward independent living as well as to prevent homelessness. ESG funds may also be used to aid people who are at imminent risk of becoming homeless due to eviction and/or or utility shutoff.

The Coordinated Intake and Assessment System ("CIAS") is a federal HUD grant that ensures persons experiencing homelessness can also be connected to housing and/or services. An assessment is completed for each program participant and a service plan is developed to meet the individual or families' needs. Case managers work with the program participants to coordinate the needed services with applicable agencies. Outreach is another component of CIAS. Outreach workers connect with individuals and families living in places not meant for human habitation to bring them into the Coordinated intake and Assessment System

**Scope of Work:** The CIAS funds will be used for supportive services to include case management and outreach activities.

**Community Impact:** Increase the Community Development Department's ability to provide supportive services to Fulton County constituents experiencing homelessness.

**Department Recommendation:** Approve requested action.

**Project Implications:** The CIAS grant funds expire on August 31, 2022.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

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

Subrecipient: **Community Assistance Center**

Address: **1130 Hightower Trail**

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

Telephone: (770) 282-0904

Facsimile or:

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

Contact: **Francis Horton**

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

**WHEREAS**, the purpose of this Agreement is to provide, **HOMELESS PREVENTION**, as set forth in 24 CFR Part 576, and to meet a national objective to prevent and end homelessness for at-risk individuals and families [as set forth in 24 CFR §576.102, 576.103, 576.104, 576.105, through §576.107]; and

**WHEREAS**, the Grantee has received an allocation of Emergency Solutions Grant (“ESG”) funding and considers the emergency funding for Subrecipient will further the purpose of this grant; and

**WHEREAS**, Subrecipient will be responsible for providing homeless prevention services as outlined in ‘Attachment A: Statement of Work’; and

**WHEREAS**, the Agreement was approved by the Fulton County Board of Commissioners (“BOC”) on October 20, 2021, Agenda Item #21-0798; and

**WHEREAS**, the term of the Agreement will run from November 1, 2021 to October 31, 2022, with the Subrecipient completing the Scope of Work within that time period; and

**WHEREAS**, Amendment No. 1 will add an additional \$25,000 of Coordinated Intake and Assessment System Grant funding to support homeless and at risk of homelessness activities to be expended by August 31, 2022.

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

This Amendment No. 1 to the Agreement is effective upon approval to commence on date of approved by the BOC through August 31, 2022, between the County and the Subrecipient, who agree that all services specified will be performed by in accordance with the Agreement as amend by this Amendment No. 1. to the Agreement and as follows.

1. **TIME OF PERFORMANCE:** The ESG services of the Subrecipient shall commence on November 1, 2021 and shall terminate no later than the October 31, 2022, unless earlier terminated as set forth in the Agreement.

The CIAS services of this Sub recipient agreement shall commence on date approved by the BOC through August 31, 2022.

2. **STATEMENT OF WORK:** Services under this Agreement will be completed in accordance with the attached "Amended Attachment A: Statement of Work" which replaces Attachment A to the Agreement.
3. **COST REIMBURSEMENT BUDGET:** The costs under the Agreement will be reimbursed to Subrecipient in accordance with the attached "Amended Attachment B: Cost Reimbursement Budget."
4. **LIABILITY OF COUNTY:** This Amendment No. 1 to the Agreement shall not become binding on Fulton County and Fulton County shall incur any liability upon same until the Amendment has been executed by the Chairman, attested to by the Clerk to the Commission and delivered to Subrecipient.
5. **EFFECT OF AMENDMENT NO. 1 TO THE AGREEMENT:** Except as modified by this Amendment No. 1, the Agreement and attachments remain in full force and effect.
6. **ELECTRONIC SIGNATURES:** Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures.

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

COUNTY:

SUBRECIPIENT:

**FULTON COUNTY, GEORGIA**

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

\_\_\_\_\_  
Francis Horton, Executive Director  
COMMUNITY ASSISTANCE  
CENTER

ATTEST:

ATTEST:

\_\_\_\_\_  
Tonya 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: \_\_\_\_\_

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

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

(Affix Notary Seal)

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

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

**Fulton County FY20 Emergency Solutions Grant and Coordinated  
Intake and Assessment System Program  
Amendment 1 ATTACHMENT A: Statement of Work**

---

Provide a succinct description of your activities to be delivered that will be reimbursed with Fulton County FY20 ESG and CIAS funds. Please include specific details related to the following.

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

*Do not include information on other activities not funded with FY20 ESG or CIAS.*

---

**Goal**

To provide financial assistance, financial services and/or rental assistance as eligible components of homeless prevention.

To provide supportive services as an eligible component of the Coordinated Intake and Assessment System grant.

**Target Population**

Individuals/families at risk of homelessness.

**Number of Beneficiaries**

Approximately 25 households.

# Fulton County FY20 Emergency Solutions and Coordinated Intake and Assessment System Grant Program

## Amendment 1 ATTACHMENT B: Cost Reimbursement Budget

### BUDGET BREAKDOWN:

Attach the service-operating budget for the service to be delivered over the Agreement period (**November 1, 2021 – October 31, 2022**) with the County that applies to the service to be delivered as submitted in your 2020 ESG application.

**Please note: It is important to be specific and detailed in your description of the service-operating budget to be funded with FY20 ESG and/or CIAS20 including a reimbursement schedule acknowledging draw-downs of FY20 ESG and/or CIAS 20 funds for this activity. Do not include information on other activities not funded with FY20 ESG or FY20 CIAS. Cost Reimbursement budgets shall not include expenses that do not pertain to the project operation for example: marketing, etc. All requested reimbursements shall include legible supporting authentic invoices and or receipts.**

### COST REIMBURSEMENT BUDGET

Item	Activity	Secondary Activity Category (see Appendix A)	Total Activity Cost
	Shelter	1. Essential Services: _____	\$
		2. Operations: _____	
	Homeless Prevention	Housing Relocation & Stabilization Financial Assistance: \$ _____	\$ 25,000
		1. Housing Relocation & Stabilization Financial Services: \$ _____	
		2. Rental Assistance: _____	
	Rapid Rehousing	1. Housing Relocation & Stabilization Financial Assistance: _____	
		1. Housing Relocation & Stabilization Financial Services: _____	
		2. Rental Assistance: _____	
	Outreach	1. Essential Services: _____	
	Supportive Services (CIAS)	Supportive Services	\$25,000
<b>Total Cost Reimbursement Budget</b>			<b>\$50,000</b>

## AMENDMENT 1 ATTACHMENT C: Monthly Performance Report

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

CIAS 20 Activity: \_\_\_\_\_

**ESG** \*Do not duplicate clients/participants/beneficiaries data. All clients/participants/beneficiaries are to be reported as New only during the first quarter in which they receive service. They are to be reported only one time during the contract year (November 1, 2021 – October 31, 2022).

**CIAS** \* Do not duplicate clients/participants/beneficiaries data. All clients/participants/beneficiaries are to be reported as New only during the first quarter in which they receive service. They are to be reported only one time during the contract year (**June 15, 2022- August 31, 2022**).

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

### BENEFICIARY DEMOGRAPHICS

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

Adults	
Children	
Don't Know/Refused	
Missing Information	
<b>Total</b>	

**Special Population Served**

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



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

Subrecipient: **North Fulton Community Charities**

Address: **11270 Elkins Road**

City, State **Roswell, GA 30076**

Telephone: (770) 640-0399

Facsimile or:

E-mail address [hyork@nfcchelp.org](mailto:hyork@nfcchelp.org)

Contact: **Holly York**

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

**WHEREAS**, the purpose of this Agreement is to provide, **HOMELESS PREVENTION**, as set forth in 24 CFR Part 576, and to meet a national objective to prevent and end homelessness for at-risk individuals and families [as set forth in 24 CFR §576.102, 576.103, 576.104, 576.105, through §576.107]; and

**WHEREAS**, the Grantee has received an allocation of Emergency Solutions Grant ("ESG") funding and considers the emergency funding for Subrecipient will further the purpose of this grant; and

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

WHEREAS, the Agreement was approved by the Fulton County Board of Commissioners ("BOC") on October 20, 2021, Agenda Item #21-0798; and

WHEREAS, the term of the Agreement will run from November 1, 2021 to October 31, 2022, with the Subrecipient completing the Scope of Work within that time period; and

WHEREAS, Amendment No, 1 was approved on April 13, 2022 (Agenda Item 22-0221) to accept additional ESG funding totaling \$28,286.00.

WHEREAS, Amendment No, 2 will add an additional \$44,319.53 of Coordinated Intake and Assessment System Grant funding to support homeless and at risk of homelessness activities to be expended by August 31, 2022.

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

This Amendment No. 2 to the Agreement is effective upon approval to commence on date approved by the BOC through August 31, 2022, between the County and the Subrecipient, who agree that all services specified will be performed by in accordance with the Agreement as amend by this Amendment No. 2. to the Agreement and as follows.

1. **TIME OF PERFORMANCE:** The ESG services of the Subrecipient shall commence on November 1, 2021 and shall terminate no later than the October 31, 2022, unless earlier terminated as set forth in the Agreement.

The CIAS services of this Subrecipient agreement shall commence on date approved by the BOC through August 31, 2022.

2. **STATEMENT OF WORK:** Services under this Agreement will be completed in accordance with the attached "Amended Attachment A: Statement of Work" which replaces Attachment A to the Agreement.
3. **COST REIMBURSEMENT BUDGET:** The costs under the Agreement will be reimbursed to Subrecipient in accordance with the attached "Amended Attachment B: Cost Reimbursement Budget."
4. **LIABILITY OF COUNTY:** This Amendment No. 2 to the Agreement shall not become binding on Fulton County and Fulton County shall incur any liability upon same until the Amendment has been executed by the Chairman, attested to by the Clerk to the Commission and delivered to Subrecipient.
5. **EFFECT OF AMENDMENT NO. 2 TO THE AGREEMENT:** Except as modified by this Amendment No. 2, the Agreement and attachments remain in full force and effect.
6. **ELECTRONIC SIGNATURES:** Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures.

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

COUNTY:

SUBRECIPIENT:

**FULTON COUNTY, GEORGIA**

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

\_\_\_\_\_  
Holly York, Executive Director  
NORTH FULTON COMMUNITY  
CHARITIES

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: \_\_\_\_\_

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

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

(Affix Notary Seal)

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

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

## **Fulton County FY20 Emergency Solutions Grant Program Amendment 2 ATTACHMENT A: Statement of Work**

---

Provide a succinct description of your activities to be delivered that will be reimbursed with Fulton County FY20 ESG funds. Please include specific details related to the following.

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

*Do not include information on other activities not funded with FY20 ESG.*

---

### **Goal**

To provide financial assistance, financial services and/or rental assistance as eligible components of homeless prevention.

To provide supportive services as an eligible component of the Coordinated Intake and Assessment System grant.

### **Target Population**

Individuals/families at risk of homelessness.

### **Number of Beneficiaries**

Approximately 25 households.

## Fulton County FY20 Emergency Solutions Grant Program Amendment 2 ATTACHMENT B: Cost Reimbursement Budget

### BUDGET BREAKDOWN:

Attach the service-operating budget for the service to be delivered over the Agreement period (**November 1, 2021 – October 31, 2022**) with the County that applies to the service to be delivered as submitted in your 2020 ESG application.

**Please note: It is important to be specific and detailed in your description of the service-operating budget to be funded with FY20 ESG and/or CIAS20 including a reimbursement schedule acknowledging draw-downs of FY20 ESG and/or CIAS 20 funds for this activity. Do not include information on other activities not funded with FY20 ESG or FY20 CIAS. Cost Reimbursement budgets shall not include expenses that do not pertain to the project operation for example: marketing, etc. All requested reimbursements shall include legible supporting authentic invoices and or receipts.**

### COST REIMBURSEMENT BUDGET

Item	Activity	Secondary Activity Category (see Appendix A)	Total Activity Cost
	Shelter	1. Essential Services: _____	\$
		2. Operations: _____	
	Homeless Prevention	Housing Relocation & Stabilization Financial Assistance: \$ _____	\$ 28,286.00
		1. Housing Relocation & Stabilization Financial Services: \$ _____	
		2. Rental Assistance: _____	
	Rapid Rehousing	1. Housing Relocation & Stabilization Financial Assistance: _____	
		1. Housing Relocation & Stabilization Financial Services: _____	
		2. Rental Assistance: _____	
	Outreach	1. Essential Services: _____	
	Supportive Services (CIAS)	Supportive Services	\$44,319.53
<b>Total Cost Reimbursement Budget</b>			<b>\$ 72,605.53</b>

## AMENDMENT 2 ATTACHMENT C: Monthly Performance Report

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

FY20 CIAS Activity: \_\_\_\_\_

**ESG** \*Do not duplicate clients/participants/beneficiaries data. All clients/participants/beneficiaries are to be reported as New only during the first quarter in which they receive service. They are to be reported only one time during the contract year (November 1, 2021 – October 31, 2022).

**CIAS** \* Do not duplicate clients/participants/beneficiaries data. All clients/participants/beneficiaries are to be reported as New only during the first quarter in which they receive service. They are to be reported only one time during the contract year (**June 15, 2002- August 31, 2022**).

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

### BENEFICIARY DEMOGRAPHICS

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

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

**Special Population Served**

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







# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 22-0422

Meeting Date: 6/15/2022

### Department

Community Development

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

Request approval to amend the contract services dates for 1) The Drake House and Hope Thru Soap approved by the BOC on December 15, 2021 (Agenda Item #21-1050) from October 1, 2020 - June 30, 2022 to October 1, 2020 - November 30, 2022 and 2) 24/7 Gateway, LLC approved by the BOC on September 15, 2021 (Agenda Item #21-0684) from October 1, 2020 - July 31, 2022 to October 1, 2020 - November 30, 2022. This action will allow the agency more time to expend the funding allocated. The ESG CARES Act funding will expire on September 30, 2023.

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

O.C.G.A. § 36-10-1 states 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 in its minutes.

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

Health and Human Services

### Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

### Is this a purchasing item?

No

**Summary & Background** The US Department of Housing and Urban Development has granted an extension on the ESG CARES Act funding through September 30, 2023 and outlines that the COVID-19 pandemic continues to cause significant risk to the public health and safety of the Nation. These funds are used to prepare, prevent and respond to the COVID 19 pandemic. The ESG program assists people who are homeless or at risk of homelessness with housing and or services. The ESG program also assist people to quickly regain stability in permanent housing after

experiencing a housing crisis and/or homelessness.

**Scope of Work:** ESG funds may be used for street outreach, emergency shelter, homelessness prevention, rapid rehousing assistance, Homeless Management Information System (HMIS), and administrative activities.

**Community Impact:** None.

**Department Recommendation:** To approve requested action.

**Project Implications:** If the requested action is not approved, this will result in the delay of services to Fulton County constituents in need of housing and services.

**Community Issues/Concerns:** None.

**Department Issues/Concerns:** None.

## **AMENDMENT NO. 5 TO SUBRECIPIENT AGREEMENT**

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

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

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

WHEREAS, the Agreement was approved by the Fulton County Board of Commissioners ("BOC") on November 4, 2020, Agenda Item #20-0778, July 14, 2021, Agenda Item #21-0506 and September 15, 2021 Agenda Item #21-0684; and

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

WHEREAS, Subrecipient will complete the activities outlined in the statement of work for an amount not to exceed \$193,286.58 (One Hundred Ninety Three Two Seventy Six Thousand Dollars and Fifty Eight Cents); and

WHEREAS, the U.S. Department of Housing and Urban Development through CPD notice 2022-06 issued notice for replacement of expenditure deadline from September 30, 2022 to September 30, 2023 except for administration and HMIS funds necessary for ESG-CV closeout, which must be expended by December 31, 2023;

WHEREAS, Amendment No, 2 was approved on July 14, 2021 Agenda Item #21-0506 added \$11,210 from the Coordinated Intake and Assessment 2019 grant;

WHEREAS, Amendment No, 3 was approved on December 15, 2021 Agenda Item #21-1050;

WHEREAS, Amendment No, 4 will extend the grant term for the Emergency

Solutions CARES Act grant funding term from October 1, 2020 through December 31, 2021 to October 1, 2020 through November 30, 2022.

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

This Amendment No. 4 to the Agreement is effective as of the \_\_\_\_ day of June, 2022, between the County and the Subrecipient who agree that all services specified will be performed by in accordance with this Amendment No. 4 to the Agreement.

1. **STATEMENT OF WORK:** Services under this Agreement will be completed in accordance with the attached 'Amended Attachment A: Statement of Work' and will replace the Attachment A attached to the Agreement.
2. **COMPENSATION:** Subrecipient shall receive a total compensation under the attached 'Attachment B: Cost Reimbursement Budget', in an amount not to exceed \$193,286.58 (One Hundred Ninety Three Two Seventy Six Thousand Dollars and Fifty Eight Cents); This Attachment B will replace the Attachment B attached to the Agreement.
3. **LIABILITY OF COUNTY:** This Amendment No. 4 to the Agreement shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chairman, attested to by the Clerk to the Commission and delivered to Subrecipient.
4. **EFFECT OF AMENDMENT NO. 4 TO THE AGREEMENT:** Except as modified by this Amendment No. 4, the Agreement and attachments and its amendments remain in full force and effect.
5. **ELECTRONIC SIGNATURES:** Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures.

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

COUNTY:

SUBRECIPIENT:

**FULTON COUNTY, GEORGIA**

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

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

ATTEST:

ATTEST:

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

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

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

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

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

APPROVED AS TO CONTENT:

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

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

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

(Affix Notary Seal)

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

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

## **Fulton County Emergency Solutions Grant CARES Act Program AMENDMENT 4 ATTACHMENT A: Statement of Work**

---

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

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

*Do not include information on other activities not funded with ESG Cares Act Funding.*

---

### **Goal**

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

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

Additional funding will be used for essential services as an eligible cost of outreach services.

### **Target Population**

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

### **Number of Beneficiaries**

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

## Fulton County Emergency Solutions Grant CARES Act Program AMENDMENT 4 ATTACHMENT B: Cost Reimbursement Budget

### BUDGET BREAKDOWN:

Attach the service-operating budget for the service to be delivered over the Agreement period (**October 1, 2020 – November 30, 2022**) for ESG CARES Act with the County that applies to the service to be delivered.

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

### COST REIMBURSEMENT BUDGET

Item	Activity	Secondary Activity Category (see Appendix A)	Total Activity Cost
	Shelter	1. Essential Services: _____ 2. Operations: _____	\$
	Homeless Prevention/Supportive Services	1. Housing Relocation & Stabilization Financial Assistance: _____ 2. Housing Relocation & Stabilization Financial Services: _____ 3. Rental Assistance 4. Supportive Services: <u>\$11,210</u>	\$ 11, 210
	Rapid Rehousing	1. Housing Relocation & Stabilization Financial Assistance: _____ 2. Housing Relocation & Stabilization Financial Services: _____ 3. Rental Assistance: _____	\$
	Outreach	1. Essential Services: <u>\$178,076.58</u>	\$178,076.58
	Admin	Essential Services <u>\$4,000.00</u>	\$4,000.00
<b>Total Cost Reimbursement Budget</b>			<b>\$193,286.58</b>
<b>Total Cost Reimbursement Budget</b>			<b>\$193,286.58</b>

## AMENDMENT 4 ATTACHMENT C: Monthly Performance Report

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

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

\*Do not duplicate clients/participants/beneficiaries data. All clients/participants/beneficiaries are to be reported as New only during the first quarter in which they receive service. They are to be reported only one time during the contract year **(October 1, 2020 – November 30, 2022)**  
 Note: Acceptable performance reports will include HMIS supporting data. Accepted reports will be those that include HMIS reports.

### 1. BENEFICIARY DEMOGRAPHICS

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



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

### **Special Population Served**

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

<b>Subtotal for Supportive Services (CIAS)</b>	
<b>Total ESG/CIAS Funds Expended</b>	

### **AMENDMENT NO. 3 TO SUBRECIPIENT AGREEMENT**

Subrecipient: **The Drake House**  
Address: 10500 Clara Dr.  
City, State Roswell, GA 30075  
Telephone: (770) 587-4712  
Facsimile or:  
E-mail address [nmason@thedrakehouse.org](mailto:nmason@thedrakehouse.org)  
Contact: **Nesha Mason**

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

WHEREAS, Fulton County ("County") entered into a subrecipient Agreement ("Agreement") with The Drake House ("Subrecipient") to provide services in accordance with the Homeless Emergency Assistance and Rapid Transition Housing Act (HEARTH); and

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

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

WHEREAS, Subrecipient will complete the activities outlined in the statement of work for an amount not to exceed \$245,286.58 (Two Hundred Forty Five Two Hundred Eighty Six Thousand Dollars and Fifty Eight Cents); and

WHEREAS, the U.S. Department of Housing and Urban Development through CPD notice 2022-06 issued notice for replacement of expenditure deadline from September 30, 2022 to September 30, 2023 except for administration and HMIS funds necessary for ESG-CV closeout, which must be expended by December 31, 2023; and

WHEREAS, Amendment No. 1 was approved on March 17, 2021, Agenda Item #21-0195; and

WHEREAS, Amendment No. 2 was approved on December 15, 2021, Agenda Item #21-1050; and

WHEREAS, Amendment No, 3 will extend the grant term for the Emergency

Solutions CARES Act grant funding term from October 1, 2020 through June 30, 2022 to October 1, 2020 through November 30, 2022.

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

This Amendment No. 3 to the Agreement is effective as of the \_\_\_\_ day of June, 2022, between the County and the Subrecipient who agree that all services specified will be performed by in accordance with this Amendment No. 3 to the Agreement.

1. **STATEMENT OF WORK:** Services under this Agreement will be completed in accordance with the attached 'Amended Attachment A: Statement of Work' and will replace the Attachment A attached to the Agreement.
2. **COMPENSATION:** Subrecipient shall receive a total compensation under the attached 'Attachment B: Cost Reimbursement Budget', in an amount not to exceed \$245,286.58 (Two Hundred Forty Five Two Hundred Eighty Six Thousand Dollars and Fifty Eight Cents). This Attachment B will replace the Attachment B attached to the Agreement.
3. **LIABILITY OF COUNTY:** This Amendment No. 3 to the Agreement shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chairman, attested to by the Clerk to the Commission and delivered to Subrecipient.
4. **EFFECT OF AMENDMENT NO. 3 TO THE AGREEMENT:** Except as modified by this Amendment No. 3 the Agreement and attachments and its amendments remain in full force and effect.
5. **ELECTRONIC SIGNATURES:** Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures.

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

COUNTY:

SUBRECIPIENT:

**FULTON COUNTY, GEORGIA**

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

\_\_\_\_\_  
Nesha Mason, Executive Director  
The Drake House

ATTEST:

ATTEST:

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

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

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

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

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

APPROVED AS TO CONTENT:

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

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

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

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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## **Fulton County Emergency Solutions Grant CARES Act Program AMENDMENT 3 ATTACHMENT A: Statement of Work**

---

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

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

*Do not include information on other activities not funded with ESG CV2.*

---

### **Goal**

anxiety and distraction in relation to accomplishing goals of their empowerment plans to achieve housing stability. Case Management plays a vital role providing the tools needed for our families to navigate the backlash of COVID-19. Career Services – COVID-19 has left a devastating impression upon the economy, ng many of our clients with lost wages, unemployment and a new virtual work environment. Career Services assist these mothers navigate the new working model, along with resume building and interview skills. Career Services hosts quarterly seminars addressing the challenges our current and alumni clients are experiencing during this time. Children and Teen Programs – Elementary and middle school students attend an after-school program for tutoring, enrichment activities, and social-emotional learning skills. The Drake House will provide single mothers and their children short-term, crisis-housing program and comprehensive services designed to assist families working toward self-sufficiency and housing stability in North Metro Atlanta. The Drake House will provide the following services to support families overcome the residual impact of the COVID pandemic in its short term, crisis-housing program. The Drake House will distribute the Emergency Solutions CV-2 Grant award to areas that have best supported our families during the COVID pandemic, including: Case Management and Empowerment Plan –Since the initial COVID-19 Shelter-in-Place, families have exhibited more Drake House provides the most effective support for our children and families. As a part of COVID recovery that includes providing a space for virtual learning, keeping our child-staff teacher ratio small to ensure our staff and families' health, or addressing the emotional support for the children feeling the family stress from the uncertainty surrounding COVID. Mental Health - At the onset of COVID-19, The Drake House committed to addressing the stresses and anxiety our families were experiencing due to the unknowns surrounding the pandemic. We partnered with Pyramid Behavioral Health to provide virtual professional mental health services to our clients.

Additional funding will be used to provide financial assistance, financial services and/or rental assistance as eligible activities of rapid rehousing.

### **Target Population**

The Drake House serves single mothers and their children experiencing homelessness in north Metro Atlanta.

### **Number of Beneficiaries**

Up to 200 Individuals

## Fulton County Emergency Solutions Grant CARES Act Program AMENDMENT 3 ATTACHMENT B: Cost Reimbursement Budget

### BUDGET BREAKDOWN:

Attach the service-operating budget for the service to be delivered over the 26-month Agreement period (October 1, 2020 – November 30, 2022) for ESG CARES Act) with the County that applies to the service to be delivered.

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

### COST REIMBURSEMENT BUDGET

Item	Activity	Secondary Activity Category (see Appendix A)	Total Activity Cost
	Shelter	1. Essential Services: \$ _____ 2. Operations: _____	\$150,000.00
	Homeless Prevention	1. Housing Relocation & Stabilization Financial Assistance: _____ 2. Housing Relocation & Stabilization Financial Services: _____ 3. Rental Assistance 4. Supportive Services: _____	
	Rapid Rehousing	1. Housing Relocation & Stabilization Financial Assistance: _____ 2. Housing Relocation & Stabilization Financial Services: _____ 3. Rental Assistance: _____	\$91,286.58
	Outreach	1. Essential Services: \$ _____	
	Administration	Admin \$4,000	\$4,000.00
<b>Total Cost Reimbursement Budget</b>			<b>\$245,286.58</b>
<b>Total Cost Reimbursement Budget</b>			<b>\$245,286.58</b>

## AMENDMENT 3 ATTACHMENT C: Monthly Performance Report

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

ESG CV Activity: \_\_\_\_\_

\*Do not duplicate clients/participants/beneficiaries data. All clients/participants/beneficiaries are to be reported as New only during the first quarter in which they receive service. They are to be reported only one time during the contract year (**October 1, 2020 – November 30, 2022 ESG CV**).

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

### 1. BENEFICIARY DEMOGRAPHICS

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



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

### **Special Population Served**

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

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

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

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

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

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

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

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

WHEREAS, the U.S. Department of Housing and Urban Development through CPD notice 2022-06 issued notice for replacement of expenditure deadline from September 30, 2022 to September 30, 2023 except for administration and HMIS funds necessary for ESG-CV closeout, which must be expended by December 31, 2023;

WHEREAS, Amendment No. 1 was approved by the Fulton County Board of Commissioners on September 15, 2021, Agenda Item 21-0684C.

WHEREAS, Amendment No, 2 will extend the grant term for the Emergency Solutions CARES Act grant funding term from October 1, 2020 through July 31, 2022 to October 1, 2020 through November 30, 2022.

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

This Amendment No. 2 to the Agreement is effective as of the \_\_\_\_ day of June, 2021, between the County and the Subrecipient who agree that all services specified will be performed by in accordance with this Amendment No. 2 to the Agreement.

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

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

COUNTY:

SUBRECIPIENT:

**FULTON COUNTY, GEORGIA**

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

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

ATTEST:

ATTEST:

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

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

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

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

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

APPROVED AS TO CONTENT:

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

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

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

(Affix Notary Seal)

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

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

## **Fulton County Emergency Solutions CV Grant Program AMENDMENT 2 ATTACHMENT A: Statement of Work**

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

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

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

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Emergency Shelter – Assisting clients in securing housing/employment. To provide essential services and operation as eligible components of the shelter activity.

Homeless Prevention – provide one-time rental assistance for 17 people at a max rate of \$5000. To provide rental assistance, financial services and/or financial assistance as eligible components of the Homeless Prevention activity.

Rapid Rehousing – provide up to 3 month's rental assistance for 40 people annually at a max rate of \$1200 per month. To provide rental assistance, financial services, and/or financial assistance as eligible components of the Rapid Rehousing activity.

### **Target Population**

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

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

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

### **Number of Beneficiaries**

Emergency Shelter – 500

Homeless Prevention – 17

Rapid Rehousing – 40

## Fulton County Emergency Solutions CV Grant Program AMENDMENT 2 ATTACHMENT A: Statement of Work

### BUDGET BREAKDOWN:

Attach the service-operating budget for the service to be delivered over the Agreement period (**October 1, 2020 – November 30, 2022**) with the County that applies to the service to be delivered as submitted in your 2020 ESG CV-1 application.

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

### COST REIMBURSEMENT BUDGET

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

## AMENDMENT 2 ATTACHMENT C: Monthly Performance Report

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

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

\*Do not duplicate clients/participants/beneficiaries data. All clients/participants/beneficiaries are to be reported as New only during the first quarter in which they receive service. They are to be reported only one time during the contract year (October 1, 2020 – November 30, 2022).

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

### 1. BENEFICIARY DEMOGRAPHICS

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

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

### **Special Population Served**

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







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0423

**Meeting Date:** 6/15/2022

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### Department

Department for HIV Elimination

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

Request approval for Business Associate Agreements between Fulton County and subrecipients receiving grant funds via the Department for HIV Elimination. Request authorization for the Chairman to execute Business Associate Agreements with subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the Business Associate Agreements as to form and substance and make any necessary modifications thereto prior to execution by the Chair.

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

42 USC 1320d, et seq.; 45 C.F.R. 160 and 164 (the "HIPAA Privacy Rule")

### 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 for HIV Elimination recommends approval for Business Associate Agreements between Fulton County and subrecipients receiving grant funds via the Department for HIV Elimination.

Fulton County is a "covered entity" under the Health Insurance Portability and Accountability Act

(HIPAA), meaning that it handles protected health information (PHI), and stores and transmits such sensitive information through electronic means. HIPAA requires that covered entities enter into Business Associate Agreements (BAAs) with any other entity that creates, receives, maintains, or transmits PHI on behalf of a covered entity.

Fulton County has entered into agreements with subrecipients for the provision of HIV services pursuant to grants Fulton County has received from the Health Resources Services Administration, including Ryan White and Ending the HIV Epidemic grants. In performing responsibilities under these agreements, subrecipients may have access to PHI and as such are considered a business associate of a covered entity.

Business Associate Agreements will be entered into with: Clarke County Board of Health - Northeast Health District.

**Scope of Work:** NA

**Community Impact:** Compliance with HIPAA.

**Department Recommendation:** The Department for HIV Elimination recommends approval.

**Project Implications:** Clarity regarding the treatment of confidential and protected health information.

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

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



## BUSINESS ASSOCIATE AGREEMENT Fulton County Government and HIV Service Provider



### 1. PREAMBLE AND DEFINITIONS

- 1.1 Pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**"), Fulton County, a political subdivision of the State of Georgia, or any of its corporate affiliates ("**County**" or "**Covered Entity**") and Clarke County Board of Health ("**Subrecipient**" or "**Business Associate**" or "**Associate**"), individually, a "Party" and collectively, the "Parties" enter into this Business Associate Agreement ("**BAA**") as of 5/1/2021, (the "**Effective Date**") that addresses the HIPAA requirements with respect to "business associates", as defined under the privacy, security, breach notification, and enforcement rules at 45 C.F.R. Part 16 and Part 164 ("**HIPAA Rules**"). A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.
- 1.2 This BAA is intended to ensure that Business Associate will establish and implement appropriate safeguards for the Protected Health Information ("**PHI**") (as defined under the HIPAA Rules) that Business Associate may receive, create, maintain, use, or disclose in connection with the functions, activities, and services that Business Associate performs for Covered Entity. The functions, activities, and services that Business Associate performs for Covered Entity are defined in Agreement between Clarke County Board of Health and the County (the "**Underlying Agreement**") for HIV services funded through the Department for HIV Elimination.
- 1.3 Pursuant to changes required under the Health Information Technology for Economic and Clinical Health Act of 2009 (the "**HITECH Act**") and under the American Recovery and Reinvestment Act of 2009 ("**ARRA**"), this BAA also reflects federal breach notification requirements imposed on Business Associate when "**Unsecured PHI**" (as defined under the HIPAA Rules) is acquired by an unauthorized party, and the expanded privacy and security provisions imposed on business associates.
- 1.4 Terms used but not otherwise defined in this Agreement shall have the same meaning as those definitions set forth in the terms in HIPAA and Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), and in the implementing regulations of HIPAA and HITECH, now and as they may be amended in the future: **Breach, Data Aggregation, Designated Record Set, disclosure, Electronic Media, Electronic Protected Health Information ("ePHI"), Health Care Operations, individual, Individually Identifiable Health Information, Minimum Necessary, Notice of Privacy Practices, Privacy Officer, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and use.** Together HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and the Security Rule." In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this

Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Agreement shall control.

- 1.5 A reference in this BAA to the Privacy Rule means the Privacy Rule, in conformity with the regulations at 45 C.F.R. Parts 160-164 (the "**Privacy Rule**") as interpreted under applicable regulations and guidance of general application published by the HHS, including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA, and the HIPAA Rules.

## **2. GENERAL OBLIGATIONS OF BUSINESS ASSOCIATE**

- 2.1 Business Associate agrees not to use or disclose PHI, other than as permitted or required by this BAA or as Required by Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI. Except as otherwise specified in this BAA or the Underlying Agreement, Business Associate has no right to de-identify PHI or create limited data sets from PHI for its own use, or compile and/or distribute statistical analyses and/or reports using aggregated data derived from the PHI or any other health or medical information obtained from the Covered Entity.
- 2.2 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by the BAA.
- 2.3 Business Associate agrees to mitigate, to the extent practicable and at its sole expense, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this BAA's requirements or that would otherwise cause a Breach of Unsecured PHI.
- 2.4 The Business Associate agrees to the following breach notification requirements:
  - a) Business Associate agrees to report to Covered Entity any Breach of Unsecured PHI not provided for by the BAA of which it becomes aware as soon as feasible, and in no event later than thirty (30) calendar days after "discovery" within the meaning of the HITECH Act. Such notice shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach and any other available information that Covered Entity is required to include to the individual under 45 C.F.R. § 164.404(c) at the time of notification or promptly thereafter as information becomes available. Business Associate's notification of a Breach of Unsecured PHI under this Section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA, the HIPAA Rules and related guidance issued by the Secretary or the delegate of the Secretary from time to time.
  - b) Business Associate further agrees to provide notification of any Breach of Unsecured PHI of which it becomes aware, as required under 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware, in violation of this BAA to individuals, the media (as defined under the HITECH Act), the Secretary, and/or any other parties as required under

HIPAA, the HITECH Act, ARRA, and the HIPAA Rules, subject to the prior review and written approval by Covered Entity of the content of such notification.

- c) In the event of Business Associate's use or disclosure of Unsecured PHI in violation of HIPAA, the HITECH Act, or ARRA, Business Associate bears the burden of demonstrating that notice as required under this Section 2.4 was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.
  - d) This section constitutes notice by the Business Associate to the Covered Entity of the ongoing existence and occurrence from time to time of Unsuccessful Security Incidents, which include but are not limited to pings and other broadcast attacks on the Business Associate's firewall, port scan, unsuccessful login attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized acquisition, access, use, or disclosure of Protected Health Information. As the Covered Entity hereby acknowledges this notice of Unsuccessful Security Incidents, no further notices are required for such events.
- 2.5 Business Associate agrees, in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- 2.6 Business Associate agrees to make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524.
- a) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PI-II in a manner consistent with 45 C.F.R. § 164.522, except where such use, disclosure, or request is required or permitted under applicable law.
  - b) Business Associate agrees that when requesting, using, or disclosing PHI in accordance with 45 C.F.R. § 164.502(b)(1) that such request, use, or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use, or disclosure, as interpreted under related guidance issued by the Secretary from time to time.
- 2.7 Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526.
- 2.8 Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528.
- 2.9 Business Associate agrees to make its internal practices, books, and records, including policies and procedures regarding PHI, relating to the use and disclosure of PHI and Breach of any Unsecured PHI received from Covered Entity, or created or received by the Business Associate on behalf of Covered Entity, available to Covered Entity (or the Secretary) for the purpose of Covered Entity or the Secretary determining compliance with the Privacy Rule (as defined in Section 8).

- 2.10 To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- 2.11 Business Associate agrees to account for the following disclosures:
- a) Business Associate agrees to maintain and document disclosures of PHI and Breaches of Unsecured PHI and any information relating to the disclosure of PHI and Breach of Unsecured PHI in a manner as would be required for Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.
  - b) Business Associate agrees to provide to Covered Entity, or to an individual at Covered Entity's request, information collected in accordance with this Section 2.11, to permit Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.
  - c) Business Associate agrees to account for any disclosure of PHI used or maintained as an Electronic Health Record (as defined in Section 5) ("EHR") in a manner consistent with 45 C.F.R. § 164.528 and related guidance issued by the Secretary from time to time; provided that an individual shall have the right to receive an accounting of disclosures of EHR by the Business Associate made on behalf of the Covered Entity only during the three years prior to the date on which the accounting is requested directly from the Business Associate.
  - d) In the case of an EHR that the Business Associate acquired on behalf of the Covered Entity as of January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after January 1, 2014. In the case of an EHR that the Business Associate acquires on behalf of the Covered Entity after January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after the later of January 1, 2011 or the date that it acquires the EHR.
- 2.12 Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in Section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in Section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.
- 2.13 Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

### **3. GENERAL OBLIGATIONS OF BUSINESS ASSOCIATE**

- 3.1 General Uses and Disclosures. Business Associate agrees to receive, create, use, or disclose PHI only in a manner that is consistent with this BAA, the Privacy Rule, or Security Rule (as defined in Section 5) and only in connection with providing services to Covered Entity; provided that the use or disclosure would not violate the Privacy Rule, including



45 C.F.R. § 164.504(e), if the use or disclosure would be done by Covered Entity. For example, the use and disclosure of PHI will be permitted for "treatment, payment and health care operations," in accordance with the Privacy Rule. Associate may use PHI to perform data aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B); and, that any time it provides PHI received from Fulton County to a subrecipient or agent to perform Services for Fulton County, Associate first will enter into a contract with such subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of PHI as contained in this Agreement.

- 3.2 Business Associate may use or disclose PHI as Required By Law; however, if Business Associate believes that it has a legal obligation not contemplated in this Agreement to disclose PHI, it will notify the Covered Entity in writing as soon as practicable after it teams of such obligation, and if the Covered Entity objects to the disclosure, Business Associate will allow the Covered Entity to exercise the legal rights or remedies Business Associate might have to object to such disclosure.
- 3.3 Business Associate agrees to make uses and disclosures and requests for PHI consistent with covered entity's Minimum Necessary policies and procedures, as may be specified in the Underlying Agreement.
- 3.4 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Covered Entity.
- 3.5 Business Associate agrees to ensure that any agent, including any authorized subcontractor that creates, receives, maintains, transmits, uses, or has access to PHI in the performance of the Underlying Agreement agrees, in writing, to the same restrictions, conditions, and requirements on the use, disclosure, and safeguarding of such PHI that apply to the Business Associate in this Agreement.
- 3.6 Business Associate will appropriately inform all of its employees, agents, representatives and members of its workforce ("Associate Personnel"), whose services may be used to satisfy Associate's obligations under the Contract and this agreement of the terms of this Agreement. Associate represents and warrants that the Associate Personnel are under legal obligation to Associate, by contract or otherwise, sufficient to enable Associate to fully comply with the provisions of this Agreement. Associate will maintain a system of sanction for any Associate Personnel who violates this Agreement.

#### **4. OBLIGATIONS OF COVERED ENTITY**

- 4.1 Covered Entity shall:
  - a) Provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with the Privacy Rule, and any changes or limitations to such notice under 45 C.F.R. § 164.520, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.
  - b) Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this BAA.



- c) Notify Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, if such change or revocation may affect Business Associate's permitted or required uses and disclosures of PHI under this BAA.
- 4.2 Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rule if done by Covered Entity, except as provided under Section 3 of this BAA.

## **5. OBLIGATIONS OF COVERED ENTITY**

- 5.1 Effective April 20, 2005, Business Associate shall comply with the HIP AA Security Rule, which shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Part 160 and Subparts A and C of Part 164, as amended by ARRA and the HITECH Act. The term "Electronic Health Record" or "EHR" as used in this BAA shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 5.2 In accordance with the Security Rule, Business Associate agrees to:
  - a) Implement the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. Business Associate acknowledges that, effective on the Effective Date of this BAA, (i.) the foregoing safeguards, policies, and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to Covered Entity, and (ii.) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements;
  - b) Require that any agent, including a Subcontractor, to whom it provides such PHI agrees in writing to implement reasonable and appropriate safeguards to protect the PHI; and
  - c) Report to the Covered Entity any Security Incident of which it becomes aware.

## **6. LIABILITY**

- 6.1 Business Associate shall bear the responsibility and liability for any and all losses, expense, damage, or injury (including, without limitation, all costs and reasonable attorneys' fees) that the Indemnified Parties may sustain as a result of, or arising out of (a) a breach of this BAA by Business Associate or its agents or Subcontractors, including but not limited to any unauthorized use, disclosure, or breach of PHI, (b) Business Associate's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI pursuant to Section 2.4, or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitations, failure to perform Business Associate's obligations under this BAA, the Privacy Rule, or the Security Rule.
- 6.2 Notwithstanding the foregoing, nothing in this Section shall limit any rights any of the Parties may have to additional remedies under the Underlying Agreement or under

applicable law for any acts or omissions of Business Associate or its agents or Subcontractors.

## **7. TERM AND TERMINATION**

- 7.1 This BAA shall be in effect as of June 30, 2017, and shall terminate on the earlier of the date that:
- a) Either party terminates for cause as authorized under Section 7.2.
  - b) All of the PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is not feasible to return or destroy PHI, protections are extended in accordance with Section 7.3.
  - c) Either party terminates the Underlying Agreement for any reason as provided in the Underlying Agreement.
- 7.2 Upon either party's knowledge of material breach by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach or end the violation; or terminate the BAA. If the breaching party does not cure the breach or end the violation within a reasonable timeframe not to exceed thirty (30) days from the notification of the breach, or if a material term of the BAA has been breached and a cure is not possible, the non-breaching party may terminate this BAA and the Underlying Agreement, upon written notice to the other party.
- 7.3 Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
- a) Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities.
  - b) Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the remaining PHI that the Business Associate still maintains in any form.
  - c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section 7, for as long as Business Associate retains the PHI.
  - d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at paragraphs (2) and (3) above [under "Specific Other Uses and Disclosures"] which applied prior to termination.
  - e) Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

## **8. RIGHT TO INJUNCTIVE RELIEF**

- 8.1 Business Associate expressly acknowledges and agrees that the breach, or threatened breach, by it of any provision of this Agreement may cause the Covered Entity to be irreparably harmed and that the Covered Entity may not have an adequate remedy at law. Therefore, Business Associate agrees that upon such breach, or threatened breach, the Covered Entity will be entitled to seek injunctive relief to prevent Business Associate from commencing or continuing any action constituting such breach without having to post a

bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to the Covered Entity at law or in equity.

## **9. MISCELLANEOUS**

- 9.1 The parties agree to take such action as is necessary to amend this BAA to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, ARRA, the HITECH Act, the HIPAA Rules, and any other applicable law.
- 9.2 The respective rights and obligations of Business Associate under Section 6 and Section 7 of this BAA shall survive the termination of this BAA.
- 9.3 This BAA shall be interpreted in the following manner:
  - a) Any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIP AA Rules.
  - b) Any inconsistency between the BAA's provisions and the HIPAA Rules, including all amendments, as interpreted by the HHS, court, or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the HHS, the court, or the regulatory agency.
  - c) Any provision of this BAA that differs from those required by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this BAA.
- 9.4 This BAA constitutes the entire agreement between the parties related to the subject matter of this BAA, except to the extent that the Underlying Agreement imposes more stringent requirements related to the use and protection of PHI upon Business Associate. This BAA supersedes all prior negotiations, discussions, representations, or proposals, whether oral or written. This BAA may not be modified unless done so in writing and signed by a duly authorized representative of both parties. If any provision of this BAA, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.
- 9.5 This BAA will be binding on the successors and assigns of the Covered Entity and the Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.
- 9.6 This BAA may be executed in two or more counterparts, each of which shall be deemed an original.
- 9.7 Except to the extent preempted by federal law, this BAA shall be governed by and construed in accordance with the laws of Georgia.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Business Associate Agreement as of the date first above written.

**COVERED ENTITY:**  
**FULTON COUNTY, GEORGIA**

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

\_\_\_\_\_ Date

Attest: \_\_\_\_\_ ITEM: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tonya Grier,  
Fulton County Clerk to the Commission

APPROVED AS TO FORM:

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

**BUSINESS ASSOCIATE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Agency Name





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 22-0424

Meeting Date: 6/15/2022

### Department

Public Works

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

Request approval to amend an existing contract - Department of Public Works, AP020-9041-32(121) Fulton County PID-T006944, Airport Master Plan at no additional cost with the Georgia Department of Transportation, Atlanta, GA to modify line items necessary to expense Fiscal Year 2018 Federal Grant funds.

### 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 are necessary for contract completion, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the BOC for approval.

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

Infrastructure and Economic Development

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background** On May 21, 2020, a contract between the Fulton County Board of Commissioners and the Georgia Department of Transportation (GDOT) was executed for the Airport Master Plan and supplemented on December 7, 2021. During the planning efforts of this project, GDOT determined a modification of line items was necessary to expense Fiscal Year 2018 Federal Grant funds.

**Scope of Work:** GDOT has revised Exhibit B to reflect modification of the line Items necessary as part of this supplemental agreement. The Revised Exhibit B dated, May 9, 2022, will replace the

Exhibit B in the Supplemental Agreement dated, December 7, 2021. This correction will not have an effect on the overall contract amount and the previously awarded contract amount of \$272,330.50 will remain the same.

**Community Impact:** The work will be completed in an office environment, so no direct impact to the community is expected.

**Department Recommendation:** The Department of Public Works recommends approval of the contract modification in order to expense Fiscal Year 2018 Federal Grant Funds at a net contract change of \$0.00.

**Project Implications:** If not approved, the Federal Grant Funds for this project will be out of balance.

**Community Issues/Concerns:** None have been expressed nor are any expected.

**Department Issues/Concerns:** No issues or concerns have been raised by Public Works Staff.

### Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0308	4/15/2021	\$367,330.50
Amendment #1		10/29/2021	\$272,330.50
Amendment #2			\$.00
<b>Total Revised Amount</b>			<b>\$639,661.00</b>

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

Not Applicable

### Exhibits Attached

Exhibit 1: Agreement for Airport Engineering Design and/or Planning Assistance

Exhibit 2: Supplemental Agreement #1

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

David Clark, Director, Public Works, (404) 612-

### Contract Attached

Yes

### Previous Contracts

Yes

**Total Contract Value**

Original Approved Amount: \$0.00  
Previous Adjustments: \$0.00  
This Request: \$0.00  
TOTAL: \$0.00

**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:**

No additional funding required

Key Contract Terms	
Start Date:	End Date:
Cost Adjustment:	Renewal/Extension Terms:

**Overall Contractor Performance Rating:**

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

Choose an item.

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





**Russell R. McMurtry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree NW  
Atlanta, GA 30308  
(404) 631-1990 Main Office

April 21, 2020

The Honorable Robert L. Pitts, Chairman  
Fulton County Board of Commissioners  
141 Pryor Street  
Atlanta, GA 30303

**In Re:** AP020-9041-32(121) Fulton  
PID – T006944  
Contract Amount - \$367,330.50

Dear Chairman Pitts:

Enclosed for execution by the Fulton County Board of Commissioners is an electronic contract for FY 2020 for airport master plan update; design airfield lighting rehabilitation at the Fulton County Airport – Brown Field in Atlanta, GA. This project contains \$351,171.00 of federal funds and \$16,159.50 of state funds with a local share of the cost being \$187,668.50.

As you are aware, the Department has transitioned to an electronic contract execution process. All pages needing signatures have been flagged with the individual's name to sign. However, instructions on how to complete the electronic contract will be emailed to all required to sign the contract. Please refer to these instructions as needed to complete the electronic process. Please do not hesitate to contact any member of the contracts staff listed below if you have any questions.

After the contract has been fully executed, the Department will issue an electronic notification indicating the contract process has been completed along with a copy of the executed contract. The contract is not valid until a written "Notice to Proceed" is received from GDOT's Intermodal office. *The Fulton County Board of Commissioners must comply with all applicable FAA regulations, policies, procedures, and directives.*

If you have further questions, please do not hesitate to contact Corzetta Motley, Contracts/Grants Manager, at (404) 631-1073, Jewell Strozier, Contracts Specialist, at (404) 631-1826.

Sincerely,

Carol L. Comer  
Carol L. Comer  
Division Director

Digitally signed by Carol L. Comer  
DN: C=US, E=ccomer@dot.ga.gov,  
O=Georgia Department of  
Transportation, OU=Division of  
Intermodal, CN=Carol L. Comer  
Date: 2020.04.22 09:17:03-04'00'

CLC:jds

Enclosures

**AGREEMENT**  
**FOR**  
**AIRPORT ENGINEERING DESIGN and/or PLANNING ASSISTANCE**  
**BETWEEN**  
**GEORGIA DEPARTMENT OF TRANSPORTATION**

**One Georgia Center  
600 W. Peachtree St., NW  
Atlanta, Georgia**

**And**

**Fulton County**

**Project Number: AP020-9041-32(121) Fulton County  
PID – T006944**

This Agreement, entered into 5/21/2020, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the “DEPARTMENT” and Fulton County, hereinafter called the “SPONSOR”.

WHEREAS, the SPONSOR desires to accomplish the required engineering design and/or planning to meet the anticipated demand for aviation services for Fulton County; and

WHEREAS, this type of engineering design and/or planning has a profound impact upon the organized system of airports in the State of Georgia; and

WHEREAS, the Federal Aviation Administration (FAA) may desire to participate in such engineering design and/or planning through the DEPARTMENT; and

WHEREAS, the DEPARTMENT desires to assist airports within the State through its participation in such engineering design and/or planning; and

WHEREAS, under Section 32-2-3 of the Official Code of Georgia Annotated, it is the duty of the DEPARTMENT to develop long range transportation plans; and

WHEREAS, under Section 32-9-7 of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking; and

WHEREAS, the SPONSOR has applied to the DEPARTMENT for financial assistance to accomplish the required engineering design and/or planning to meet the anticipated demand for aviation services for Fulton County.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration as set out hereinafter, it is agreed by and between the DEPARTMENT and the SPONSOR that:

## **ARTICLE I**

### **SCOPE AND PROCEDURE**

The SPONSOR shall perform or cause to be performed the scope of work as shown in Exhibit A, hereinafter referred to as the "PROJECT", which is attached hereto and made a part hereof the same as if fully set out herein, and for such work the DEPARTMENT shall compensate the SPONSOR in the amount and fashion as required by the pertinent provisions set out below.

## **ARTICLE II**

### **AUTHORIZATION AND APPROVAL**

The SPONSOR shall perform the work as described in Article I Scope and Procedure, commencing upon SPONSOR receipt of notice to proceed from the DEPARTMENT. Therefore, the SPONSOR shall perform its responsibilities for the project until the maximum allowable cost to the DEPARTMENT is reached or until October 31, 2022, whichever comes first.

## **ARTICLE III**

### **COVENANT AGAINST CONTINGENT FEES**

The SPONSOR shall comply with all relevant federal, state, and local laws, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure that contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the DEPARTMENT shall have the right to rescind this contract without liability, or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

## **ARTICLE IV**

### **SUBCONTRACT AND EMPLOYMENT RESTRICTIONS**

Before subcontracting for any of the work required to be performed by the SPONSOR under this Agreement, the SPONSOR shall obtain the DEPARTMENT's written approval of the proposed subcontract. The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work required to be performed by the SPONSOR under this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

## **ARTICLE V**

### **REVIEW OF WORK**

The SPONSOR shall submit to the DEPARTMENT written monthly status reports which detail the work elements of the PROJECT, as set out in Exhibit A, performed during the reporting period. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the SPONSOR shall be made available to representatives of the DEPARTMENT for inspection and review at all reasonable times in the office of the SPONSOR. The SPONSOR shall furnish to the DEPARTMENT copies of all correspondence, publications, and reports relating to the PROJECT as they are produced during the course of the PROJECT. The SPONSOR shall notify the DEPARTMENT of all meetings and hearings involving the PROJECT and this notification shall be sufficiently in advance of said meetings and hearings that representatives of the DEPARTMENT may attend. The DEPARTMENT has the right to participate in all such meetings and hearings.

## **ARTICLE VI**

### **RESPONSIBILITY FOR CLAIMS AND LIABILITY**

To the extent allowed by law, the SPONSOR shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents, and employees from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSOR in the performance of the work under this Agreement.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR.

To the extent allowed by law, the SPONSOR hereby indemnifies and hold harmless the DEPARTMENT, its officers, agents, and employees from and against any and all claims, damages, losses and expenses arising out of the SPONSOR's negligent acts, errors or omissions in the

performance of its professional services under this Agreement and agrees any contract with subcontractor or consultant will include such indemnification language.

## ARTICLE VII INSURANCE

Prior to beginning the work, the SPONSOR and any subcontractor or consultant shall obtain and furnish certificates to the DEPARTMENT for the following minimum amounts of insurance or proof of acceptable self-insurance.

- 1) Worker's Compensation Insurance in accordance with the laws of the State of Georgia.
- 2) Public Liability Insurance in an amount no less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- 3) Property Damage Insurance in an amount not less than fifty thousand dollars (\$50,000) on an account of any one occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000).
- 4) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

Insurance shall be maintained in full force and effect during the life of this Agreement.

## ARTICLE VIII COMPENSATION

The DEPARTMENT and the SPONSOR agree that the total allowable cost of the PROJECT, as defined in Exhibit B, shall not exceed FIVE HUNDRED FIFTY-FOUR THOUSAND NINE HUNDRED NINETY-NINE and 00/100 dollars (\$554,999.00).

The DEPARTMENT'S participation in the PROJECT shall be limited to THREE HUNDRED SIXTY-SEVEN THOUSAND THREE HUNDRED THIRTY and 50/100 dollars (\$367,330.50) which includes state funds in the amount of SIXTEEN THOUSAND ONE HUNDRED FIFTY-NINE and 50/100 dollars (\$16,159.50) and federal funds in the amount of THREE HUNDRED FIFTY-ONE THOUSAND ONE HUNDRED SEVENTY-ONE and 00/100 dollars (\$351,171.00) for the PROJECT as summarized in Exhibit B. However, if the sum total

of the actual cost of the PROJECT is less than the amounts indicated in Exhibit B, the DEPARTMENT shall be obligated to pay its pro rata share of the actual Project cost as verified from the records of the SPONSOR. It is further understood the sponsor's local share of the project is in the amount of ONE HUNDRED EIGHTY-SEVEN THOUSAND SIX HUNDRED SIXTY-EIGHT and 50/100 Dollars (\$187,668.50).

## **ARTICLE IX**

### **MONTHLY PAYMENT**

Payments by the DEPARTMENT shall be made upon the submission of monthly itemized voucher showing to the satisfaction of the DEPARTMENT the PROJECT cost incurred for the work elements performed during the period covered by the accepted PROJECT. The payments by the DEPARTMENT for the work completed, as evidenced by the itemized voucher, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

## **ARTICLE X**

### **FINAL PAYMENT**

It is further agreed that after completion of the work, the SPONSOR shall submit to the DEPARTMENT a final invoice and a letter of acceptance by the SPONSOR specifying the PROJECT has been completed satisfactorily and in accordance with the work defined in Exhibit A. The DEPARTMENT, at its discretion, may conduct an audit of the PROJECT cost. Upon approval of the invoice, the DEPARTMENT will pay to the SPONSOR a sum equal to the amount of compensation as determined under Article VIII. Should the PROJECT be disapproved by the DEPARTMENT, the DEPARTMENT will not be obligated to make final payment to the SPONSOR. The DEPARTMENT's approval will be withheld only upon good and valid cause being shown.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, cost incurred, or otherwise arising out of this Agreement, and shall release the DEPARTMENT from any and all claims of whatever nature, whether known or unknown, for and on account of

said Agreement, and for any and all work done, and labor and materials furnished in connection with same.

## **ARTICLE XI**

### **MAINTENANCE OF CONTRACT COST RECORDS**

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the project and shall make such material available at all reasonable times during this period of the contract, and for three years from the date of final payment under the contract, for inspection by the DEPARTMENT, and any reviewing agencies, and copies thereof shall be furnished upon request.

The SPONSOR agrees that the provisions of the Article shall be included in any contracts it may make with any subcontractor, assignee, or transferee.

## **ARTICLE XII**

### **TERMINATION**

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause or for any cause upon 30 days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR, for payment of services rendered prior to the date of termination.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage work completed for said work element.

## **ARTICLE XIII**

### **PUBLICATION AND PUBLICITY**

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement shall not be presented publicly or published without prior written approval by the DEPARTMENT.

IT IS FURTHER AGREED that all releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents of this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not

necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia or the Federal Aviation Administration. This publication does not constitute a standard, specification or regulation."

IT IS FURTHER AGREED that any information concerning the PROJECT, its conduct, results or data gathered or processed shall not be released other than as required under the Georgia Open Records Act, Section 50-18-70, et seq., O.C.G.A. Any request for information directed to the SPONSOR, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the SPONSOR in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Act. Further, the SPONSOR agrees to consult with the DEPARTMENT prior to releasing the requested documents. Should any such information be released by the SPONSOR other than as set out above and without prior approval from the DEPARTMENT, the release of the same may be grounds for termination of the Agreement without indemnity to the SPONSOR.

#### **ARTICLE XIV**

#### **SUBSTANTIAL CHANGES**

If, prior to the satisfactory completion of the service under this contract, the DEPARTMENT materially changes the scope, character, complexity or duration of the services from those required under the basic contract, a supplemental agreement may be executed between the parties. Minor changes in the proposal which do not involve increased compensation, extension of time or changes in the goals and objectives of the parties may be made by written notification of such change by either party with written approval by the other party.

#### **ARTICLE XV**

#### **CONTRACT DISPUTES**

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

#### **ARTICLE XVI**

#### **COMPLIANCE WITH APPLICABLE LAW**

- A. The undersigned certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 through 45-10-28 relating to Conflict of Interest and State Employees and Official Trading with the State have been complied with in full.



- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for compliance with TITLE VI of the CIVIL RIGHTS ACT OF 1964, as amended, and 23 C.F.R. 200 as stated in Exhibit C of this Agreement.
- C. IT IS FURTHER CERTIFIED that the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full, as stated in Exhibit D of this Agreement.
- D. Pursuant to O.C.G.A. Sec. 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
- E. IT IS FURTHER CERTIFIED that the provisions of Section 13-10-91 of the Official Code of Georgia Annotated, related to the “Georgia Security and Immigration Compliance Act” have been complied with in full, as stated in Exhibit I of this Agreement.
- F. IT IS FURTHER AGREED that SPONSOR shall comply with the “Certification of Compliance with the State of Georgia’s Sexual Harassment Prevention Policy,” as stated in Exhibit J of this Agreement.
- G. Exhibits A through J are attached hereto and incorporated herein by reference.
- H. IT IS FURTHER AGREED that if federal funds are included in the PROJECT, the SPONSOR shall comply and shall require its subcontractors to comply with the **“TERMS AND CONDITIONS OF ACCEPTING AIRPORT IMPROVEMENT PROGRAM GRANTS”**, dated April 3, 2014. A copy of the compliance document is available from the DEPARTMENT’S Aviation Programs office or the Atlanta Airports District Office of the Federal Aviation Administration.
- J. It is FURTHER AGREED that the SPONSOR shall comply and require its contractors, subcontractors and consultants to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

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

GEORGIA DEPARTMENT OF  
TRANSPORTATION BY:

DATE: 5/21/2020

DocuSigned by:  
  
76D6577D00644FA...  
COMMISSIONER

DocuSigned by:  
  
B2ED3C3CC83240B...  
ATTEST: (SEAL)

FULTON COUNTY:

DATE: 5/7/2020

DocuSigned by:  
  
FBFF488FD2A74ED...  
CHAIRMAN

Robert L Pitts  
PRINTED NAME


THIS CONTRACT APPROVED BY:

FULTON COUNTY

AT A MEETING HELD AT:

141 Pryor Street SW Atlanta, GA 30303

DATE: 5/7/2020

DocuSigned by:  
  
5CBED704D3F441E...  
CLERK (SEAL)

58-6001729

FEDERAL ID/IRS#

## STATE OF GEORGIA

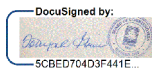
FULTON COUNTY, GEORGIA

(Political Subdivision)

BE IT RESOLVED by the FULTON COUNTY BOARD OF COMMISSIONERS and it is hereby resolved, that an agreement, relative to airport engineering for Airport Master Plan Update Design Airfield Lighting Rehabilitation with the Department of Transportation, State of Georgia and that the Honorable ROBERT L. PITTS, as CHAIRMAN OF FULTON COUNTY is hereby authorized and directed to execute the same for and on behalf of the FULTON COUNTY BOARD OF COMMISSIONERS - FULTON COUNTY - GEORGIA (Political Subdivision)

Passed and adopted, this 15th day of April, 2020 (Agenda # 20-0308)

## ATTEST

DocuSigned by:  
  
 SCBED704D3F441E

Clerk of (Political Subdivision)

DocuSigned by:

Robert L. Pitts  
 FBFF488FD2A74ED...

Contracting Official &amp; Title

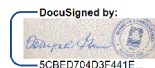
## STATE OF GEORGIA

Fulton County Georgia

(Political Subdivision)

do hereby certify that I am custodian of the books and records of Fulton County Georgia BOC, and that the above and foregoing is a true and correct copy of the original resolution now on file in my office and same was passed and adopted by the Fulton County, GA Board of Commissioners on the date indicated above.

Witness by hand and official signature this 6th day of May, 2020.

DocuSigned by:  
  
 SCBED704D3F441E

Clerk of (Political Subdivision)

**FULTON COUNTY AIRPORT – BROWN FIELD (FTY)  
ATLANTA, GEORGIA**

**EXHIBIT A  
SCOPE OF SERVICES**

**AIRPORT MASTER PLAN UPDATE**

**GDOT Project AP020-9041-32(121) Fulton County  
PID - T006944**

**GENERAL**

This project involves preparation of an Airport Master Plan Update for the Fulton County Airport (FTY) in accordance with the requirements of the Federal Aviation Administration (FAA), the Georgia Department of Transportation, and the needs of Fulton County (Sponsor). The update will follow guidelines contained in FAA Advisory Circulars (AC) 150/5070-6B, *Airport Master Plans*, and 150/5300-13A, *Airport Design*, and other associated FAA documents.

The general need of the study is to evaluate the many changes that have transpired within the aviation industry since the last master plan was completed for FTY in order to determine the infrastructure requirements necessary to modernize FTY facilities in accordance with the goals and objectives of the Sponsor.

Standard elements within the master plan include an assessment of existing conditions, analysis of facility requirements, identification and evaluation of development alternatives, and an update of the capital improvement plan. During completion of the master plan, a new ALP Drawing Set and Master Plan Technical Report will be prepared to depict planned improvements and to comply with FAA standards and guidelines.

The master plan will provide the Sponsor with a comprehensive overview of the Airport's needs over the planning period divided into three phases: near term (0-5 years), intermediate term (6-10 years), and long term (11-20 years). The approach to undertake this update is outlined in the following elements of this Scope of Services.

**ELEMENT 1 – PRE-PLANNING AND COORDINATION**

**Task 1.1 Pre-Planning**

**Task 1.1.1 – Conduct Scoping Meeting with GDOT and Sponsor**

The sponsor will organize and conduct a project scoping meeting with GDOT. The sponsor will prepare an agenda and outline key elements and known issues of the master plan. Following the meeting, the sponsor will prepare and submit scoping meeting minutes for review.

**Task 1.1.2 – Prepare Scope of Work**

---

**EXHIBIT A**

A scope of work and man-hour estimate for the project will be developed. This scope will identify major tasks and sub-tasks, as well as delineate general elements of work to be conducted under each of the project activities. The man-hour estimate will define the estimated time and cost for each element and task in the scope and define the anticipated costs. The sponsor will submit scope of work to GDOT for comments and revisions.

## **Task 1.2 Project Management and Coordination**

### **Task 1.2.1 – Provide General Project Coordination**

Throughout the project schedule, a twenty-four month period, the sponsor will provide coordination to clarify technical requirements of the project, and, to ensure successful and timely completion. This coordination shall be continuous throughout the duration of the project. It is proposed that formal conference calls will be held at approximately bi-weekly increments to communicate the progress of the study amongst the project team members.

### **Task 1.2.2 – Prepare Monthly Status Reports**

The sponsor will also provide monthly status reports via email. Hours in this scope of work are based upon a 24-month project schedule which includes timely review periods by GDOT.

## **ELEMENT 2 – MEETINGS AND STAKEHOLDER INVOLVEMENT**

### **Task 2.1 Sponsor Meetings**

Periodically, during the project, the sponsor will meet to discuss issues, present analysis, and plan next steps. The location of these meetings will be at the airport or county offices. The sponsor will prepare an agenda, project related handouts and meeting minutes for each meeting. A total of five (5) project team meetings are included in the scope and budget of this project.

#### **Task 2.1.1 – Prepare and Attend Meeting 1, Prepare Post Meeting Minutes**

A meeting agenda will be prepared by the sponsor. Following the meeting, meeting minutes will be provided by the Sponsor.

#### **Task 2.1.2 – Prepare and Attend Meeting 2, Prepare Post Meeting Minutes**

A meeting agenda will be prepared by the sponsor. Following the meeting, meeting minutes will be provided by the Sponsor.

#### **Task 2.1.3 – Prepare and Attend Meeting 3, Prepare Post Meeting Minutes**

A meeting agenda will be prepared by the sponsor. Following the meeting, meeting minutes will be provided by the Sponsor.

#### **Task 2.1.4 – Prepare and Attend Meeting 4, Prepare Post Meeting Minutes**

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## **EXHIBIT A**

A meeting agenda will be prepared by the sponsor. Following the meeting, meeting minutes will be provided by the Sponsor.

#### **Task 2.1.5 – Prepare and Attend Meeting 5, Prepare Post Meeting Minutes**

A meeting agenda will be prepared by the sponsor. Following the meeting, meeting minutes will be provided by the Sponsor.

#### **Task 2.2 Technical Advisory Committee (TAC) Meetings**

A Technical Advisory Committee (TAC) will be formed to review broad details of the master plan during major milestones of the project. This committee will include a diverse group of stakeholders that represent the airport and surround community. The sponsor will prepare an agenda, sign-in sheet and presentation materials for each meeting. Meeting minutes will be prepared by the sponsor following the completion of each meeting. Selection of invitees, notification and meeting place arrangements for each meeting will be handled by the Sponsor. A total of three (3) TAC meetings are included in this scope of services.

##### **Task 2.2.1 - Prepare and Attend Meeting 1, Post Meeting Minutes**

A meeting agenda, sign-in sheet and presentation will be prepared by the sponsor. Following the meeting, meeting minutes will be provided by the Sponsor.

##### **Task 2.2.2 - Prepare and Attend Meeting 2, Post Meeting Minutes**

A meeting agenda, sign-in sheet and presentation will be prepared by the sponsor. Following the meeting, meeting minutes will be provided by the Sponsor.

##### **Task 2.2.3 - Prepare and Attend Meeting 3, Post Meeting Minutes**

A meeting agenda, sign-in sheet and presentation will be prepared by the sponsor. Following the meeting, meeting minutes will be provided by the Sponsor.

#### **Task 2.3 Board of Commissioners**

Near the end of the master plan project, the sponsor will prepare summary presentation of the master plan recommendations to be given to the Board of Commissioners during a work session. The sponsor will prepare concise a presentation and project handouts (as required).

##### **Task 2.3.1 – Prepare and Attend Board of Commissioners Meeting**

A meeting presentation will be prepared by the sponsor. A copy will be provided to GDOT.

### **ELEMENT 3 – EXISTING CONDITIONS**

#### **Task 3.1 Collect, Review and Evaluate Existing Documents**

Existing documents including previous planning studies, design drawings, inspection

reports, airfield pavement data, airfield pavement evaluation reports, lease reports and leases, obstruction charts, approach plates and as-built drawings of structures on the airport will be obtained and analyzed for their content relating to the master plan. Documents to be obtained and reviewed include, but may not be limited to:

- ➔ Prior airport master plan updates,
- ➔ Airport layout plan drawings,
- ➔ Current airport Capital Improvement Program,
- ➔ Georgia Aviation System Plan,
- ➔ Fulton County Comprehensive Plan,
- ➔ Fulton Boulevard Community Improvement District (CID) planning documents,
- ➔ Regional economic impact studies,
- ➔ Airport activity records,
- ➔ Airport Property Plan/existing Exhibit A and surveys/plot plans of recent land acquisitions or airport land sales, preferably in electronic format,
- ➔ Socioeconomic data,
- ➔ Economic/industrial development plans impacting or associated with on-airport revenue producing activities,
- ➔ Existing plot/building plans and as-built drawings, and
- ➔ FAA Air Traffic Activity Reports.

The Sponsor will assist in the collection of existing documents.

### **Task 3.2      Aeronautical Surveys**

For purposes of preparing master plan analysis, graphics and ALP documents, an aeronautical survey will be prepared.

### **Task 3.3      Airport Boundary Survey and Title Research**

A boundary survey plat and title research will not be prepared as part of this scope of work. The data from the previous Exhibit A will be utilized.

### **Task 3.4      Airport Background**

A brief overview of the airport will be provided. This overview will include a timeline of federal grants, significant construction projects and major airport milestones. In addition, the airports aeronautical role within the national and state airport system and the role of the airport within the community, including details of economic benefits, will be detailed.

### **Task 3.5      Inventory of Existing Airport Facilities and Conditions**

A physical facilities inventory will be conducted during an on-site inspection of airfield and landside facilities. The inventory will evaluate the size, condition, use, configuration, and adequacy of these facilities under current operating conditions. This information will be used to evaluate the effectiveness of the individual facility, integration with other developed uses on the airfield, and how each facility may be affected by changes designed to improve airport operations and/or capacity. Additionally, the evaluation of existing facilities will serve as the basis for identifying any facilities that are in need of immediate repair or

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## EXHIBIT A

reconstruction. Included in this inventory will be the identification of property owned by the airport and its existing use. The following key elements will be addressed:

- ➔ Airfield Facilities,
- ➔ General Aviation Facilities,
- ➔ Support Facilities,
- ➔ Access, Circulation and Parking,
- ➔ Utilities,
- ➔ Non-Aeronautical Land Uses,
- ➔ Regional Setting and Land Use.

As part of the existing facilities inventory task, the sponsor will schedule interviews with airport tenants during a two-day inventory site visit to assess existing conditions and determine operational and functional requirements. The Sponsor will provide a list of airport tenants and inform tenants as appropriate.

### **Task 3.6      Airspace/Air Traffic Control/Obstructions**

Air traffic control facilities involved in and/or responsible for handling traffic at and in the vicinity of the airport will be identified and applicable procedures will be reviewed. An inventory of the area airspace will be documented, with emphasis on the identification of airways, restricted areas, intersections, and obstructions in the airport vicinity. This task will identify operational limitations due to traffic interactions with other airports; reserved airspace; missed approach courses; noise abatement procedures; airfield facilities design; existing and programmed NAVAIDs; and topography and obstructions at, or in the vicinity of, the airport.

### **Task 3.7      Vicinity Land Use/Land Use Controls**

A review of existing land use mapping, current aerial photography, comprehensive plans, zoning controls and other documentation of current and future land use in the vicinity of the airport will be conducted. A windshield survey, particularly in the vicinity of the approaches to the airport, will be conducted to verify this information and to provide additional knowledge of the airport environs. Existing zoning districts code will be reviewed to determine locations where potential non-compatible land uses could develop. The conditions that could affect the future development of the airport or adjacent parcels of land will be documented.

### **Task 3.8      Environmental Inventory**

An environmental inventory will not be prepared as part of this scope of work. Environmental conditions are documented in existing reports.

## **ELEMENT 4 – AVIATION FORECASTS**

Forecasts of future levels of aviation activity are the basis for effective decisions in airport planning. The projections are used to determine the need for new or expanded facilities.

### **Task 4.1      Forecast Data Gathering**



Data required to prepare the aviation activity forecast will be collected and compiled by the sponsor. In addition to the specific elements to be forecast, data relating to and influencing such activity measures will be collected. The sponsor will identify the data required for the forecasts, identify data sources and collect historical and forecast aviation data including the following:

- ➔ Operations by equipment type,
- ➔ Based aircraft by equipment type, and
- ➔ Peak hour activity.
- ➔ Socioeconomic data such as population, income, employment, per capita income.
- ➔ Aviation related factors such as general aviation trends, market service issues at the airport, aircraft type evolution
- ➔ Other external factors such as regulatory issues, geopolitical influences, and information from sources that might influence local aviation activity.
- ➔ Collect letters from airport users of potential unmet needs related to the existing and proposed facilities.

#### **Task 4.2 Prepare Aviation Activity Forecast**

The sponsor will prepare aviation activity forecasts for activity levels assigned to opening day, short term, intermediate term, and long term (0, +5, +10, and +20-year) time periods. These elements are critical in determining existing and future airport requirements, analyzing alternative development plans, and assessing the environmental effects of the preferred alternative. The forecast will be developed using standard practices including review of previous forecasts, review of historical activity and evaluation of appropriate methodologies such as regression analysis, trend analysis/extrapolation, market share analysis or ratio analysis and smoothing. The following aviation variables will be forecast:

**Based Aircraft by Type** - The number of aircraft stored at the airport on an annual basis will be forecast by the following types of aircraft:

- ➔ Single-Engine,
- ➔ Multi-Engine,
- ➔ Turboprop,
- ➔ Turbojet, and
- ➔ Rotor.

**Aircraft Operations** - Landings and takeoffs performed by aircraft will be forecast. Splits between local versus itinerant traffic will be identified.

**Aircraft Mix** – The percentage of airport operations by aircraft type (single-engine, turboprop, etc.) will be forecast.

**Instrument Operations** – The forecast will estimate number of annual Instrument Flight Rules (IFR) operations.

**Critical Aircraft** – The most demanding aircraft in terms of weight and airport design group expected to perform at least 500 itinerant takeoffs and landings at the airport will be forecast.

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### **Task 4.3      Fleet Analysis and Critical Aircraft Projections**

The existing general aviation activity at FTY will be analyzed to determine the existing fleet mix and the most demanding, or critical aircraft in terms of weight and airport design group expected to perform at least 500 itinerant takeoffs and landings at the airport. In some cases, more than one critical aircraft may be selected for different components of airfield design. Future fleet analysis and critical aircraft will be determined from airport tenant interviews and existing industry projections.

### **Task 4.4      Peaking Analysis**

Peaking analysis will not be prepared as part of this scope of services.

### **Task 4.5      Prepare Aviation Forecast and Critical Aircraft Submittal**

At the conclusion of the aviation forecast element, an Aviation Forecast and Critical Aircraft Submittal will be prepared and submitted to GDOT in electronic form (.pdf) for review. The sponsor will include a cover letter requesting GDOT formally approve the aviation forecasts and critical aircraft for use in the master plan.

### **Task 4.6      Prepare Working Paper #1 Report**

Upon approval of the aeronautical forecast, the master plan will have completed several key tasks that will serve as a foundation of subsequent tasks. The master plan will have conducted stakeholder involvement, evaluated existing conditions and prepared an outlook on future aeronautical demand. Using the data and input collected, Working Paper #1 will be created and distributed to airport stakeholders. The report will include the following topics:

- Master Plan Process – a summary of the master plan process and schedule.
- Goals and Objectives – the master plan goals and objectives.
- Airport History – a review of the development history of FTY.
- Airport Facilities – a summary of existing facilities and business activities,
- Airport Role – how FTY serves the aeronautical infrastructure of Fulton County and the nation.
- Aeronautical Forecasts – the report will summarize the aeronautical forecasts and critical aircraft.

This task includes the following subtasks:

Task 4.6.1 – Prepare Working Paper #1

Task 4.6.2 – Submit Working Paper #1 to GDOT

Task 4.6.3 – Submit Final Draft Working Paper #1

Task 4.6.4 – Submit Final Working Paper #1

## **ELEMENT 5 – FACILITY REQUIREMENTS**

Following GDOT approval of the aviation forecasts and critical aircrafts prepared in Element 3, existing airport facilities will be compared to projected level of demand for the facility. The identification of any enhancements needed for the airport to meet the forecast level of activity will be documented. To the maximum extent feasible, the timing of the construction will be based on levels of activity to be accommodated or demand related triggers. Further facility requirements analysis may identify deficiencies that already existing and should be addressed. The following tasks will address the key facilities at FTY, and provide the foundation for the development of airport related development alternatives.

## **Task 5.1      Airfield Requirements**

A preliminary listing of airfield facility requirements necessary to meet projected levels of demand through-out the twenty-year planning period will be determined. These facility requirements will be based upon FAA accepted airport planning criteria and forecasts of aviation activity computed in Element 4, as well as the knowledge of the Sponsor. Airfield facility needs to be assessed include:

Airfield facility needs will be identified in terms of linear and square feet, strength, etc. and will be compared to existing facilities to identify excess or deficient facility capacity or capability. The aviation forecasts will be accounted for in the analysis of airfield facility needs, particularly as it relates to runway length and dimensional layout requirements, taxiway development needs and overall airfield lighting needs. Where appropriate, the airfield facilities will be linked to activity demand triggers as a means of determining the point at which demand is sufficient to warrant the improvement.

The task includes the following subtasks:

- Task 5.1.1 – Critical Aircraft Assessment
- Task 5.1.2 – Runway Reference Code and Approach Reference Code
- Task 5.1.3 – FAA Design Standards Determination
- Task 5.1.4 – Airfield Capacity Analysis
- Task 5.1.5 – Runway Length Analysis
- Task 5.1.6 – Wind Coverage Analysis
- Task 5.1.7 – Airfield Marking and Lighting
- Task 5.1.8 – Runway Protection Standards
- Task 5.1.9 – Taxiways
- Task 5.1.10 – NAVAIDS
- Task 5.1.12 – Pavement Strength
- Task 5.1.13 – Airfield Fencing

## **Task 5.2      General Aviation Facilities**

Using the results of previous tasks and FAA planning criteria, the master plan will prepare a preliminary listing of general aviation facility requirements necessary to meet both current and projected levels of demand for the planning period.

Facility requirements will be expressed in terms of gross area, linear feet or other basic units, and will be compared to existing facilities to identify excess or deficient capacity. This assessment will quantify future development items needed to maintain an adequate

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level of service, function, and operational efficiency at the airport, and will utilize activity or demand level triggers as a means of identifying when improvements are necessary.

This task includes the following subtasks:

- Task 5.2.1 – Hangar Storage Requirements
- Task 5.2.2 – Tie-Down and Apron Requirements
- Task 5.2.3 – Auto Parking Requirements
- Task 5.2.4 – Fuel Storage

### **Task 5.3      Airport Support Facilities**

Requirements addressing the facilities necessary to support the airfield, terminal area, general aviation areas, and related activities will be developed.

This task includes the following subtasks:

- Task 5.3.1 – Maintenance Requirements
- Task 5.3.2 – Airport Rescue and Fire Fighting Requirements
- Task 5.3.3 – General Aviation Fencing
- Task 5.3.5 – Automobile Parking
- Task 5.3.6 – Misc Facilities
- Task 5.3.7 – Surface Access

### **Task 5.4      Prepare Working Paper #2**

At the conclusion of the Facility Requirements element, *Working Paper #2* will be prepared that summarizes the facility requirements analysis. The working paper will be submitted to GDOT for review.

This task includes the following subtasks:

- Task 5.4.1 – Prepare Working Paper #2
- Task 5.4.2 – Submit Working Paper #2 to GDOT
- Task 5.4.3 – Submit Final Draft Working Paper #2
- Task 5.4.4 – Submit Final Working Paper

## **ELEMENT 6- AIRPORT ALTERNATIVES**

Alternative concepts of proposed facility requirements will be evaluated in this element. The conceptual development process is an iterative process that includes analysis of various development scenarios to determine the best improvement program for the airport. The program will evaluate how best to expand and improve the existing facilities at the airport in terms of overall efficiency. Its goal is to optimize on-airport land use, maximize the capacity and economical viability of the existing facilities, and identify the facilities and practical stages of future development.

The alternatives to be studied include both airside and landside development options as described below.

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## **Task 6.1      Airfield Development Options**

Two (2) preliminary airfield development alternatives per runway will be formulated based on the airport facility requirements established in preceding elements. Instrument procedures and minimums at the airport, and the requirements that would need to be met associated with these improvements, will be based on schemes for development within existing airport boundaries, or within expanded airport boundaries, and will show necessary major runway, taxiway development during the planning period as well as required changes to infrastructure to accommodate each airfield option evaluated. This task will be conducted simultaneously with following tasks and will result in a series of overall development options for the current airport site and adjacent properties. Airfield alternatives will be analyzed based on their ability to satisfy the identified facility requirements, environmental considerations, engineering factors, cost, phasing, political viability, and ease of implementation.

This task includes the following subtasks:

### **Task 6.1.1 – Runway 8-26 Improvements**

The focus of the Runway 8-26 alternatives analysis improvements will be evaluation of improvements to meet required design standards, including the Runway Safety Area (RSA) and evaluation of the justified runway length.

Specifically, this analysis will include the following potential options:

- Improve existing RSA's to meet standards through the use of declared distances,
- Construct RSA's to meet standards (bridges) for both deficient RSAs,
- Shift the Runway to maintain justified length and meet RSA standards,
- Rotate the Runway to maintain justified length and meet RSA standards,
- Install EMAS (each end on existing airfield within FIB & MLK), and
- A combination of the items above.

FAA Order 5200.9  
[https://www.faa.gov/documentLibrary/media/Order/Construction\\_5200\\_9.pdf](https://www.faa.gov/documentLibrary/media/Order/Construction_5200_9.pdf) is the guidelines for the evaluation process and includes the decision table.

### **Task 6.1.2 – Runway 14-32 Improvements**

Runway 14-32 alternatives will primarily focus on any immediate improvements necessary to maintain airfield safety requirements and the potential closure of this runway over the long term.

## **Task 6.2      General Aviation Development Options**

Based on the facility requirements determined under a previous element, a maximum of two (2) preliminary general aviation development options per quadrant will be developed. These alternatives will show general size and placement of aircraft storage, apron, public

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parking and general terminal facilities required to accommodate deficiencies and demand expected over the planning period. Interior terminal facilities improvements are not included in this scope of services. This task will be conducted simultaneously with other tasks in this element and will result in a series of overall development options. General aviation alternatives will be evaluated on the basis of their efficiency in meeting identified facility requirements, engineering factors, ease of implementation, costs, phasing, airside and landside accessibility, and environmental considerations leading to the selection of the options best satisfying the identified need.

This task includes the following subtasks:

- Task 6.2.1 – North Terminal Area Improvements
- Task 6.2.2 – Central Terminal Area Improvements
- Task 6.2.3 – South Terminal Area Improvements

### **Task 6.3      Airport Support Facilities Options**

Based on the facility requirements determined under a previous element, a maximum of two (2) preliminary airport support facility options will be developed. These alternatives will show the general size and placement of ARFF, airport maintenance, fuel storage and aircraft maintenance facilities required to accommodate deficiencies and demand expected over the planning period. This task will be conducted simultaneously with other tasks in this element and will result in a series of overall development options. Airport support facilities alternatives will be evaluated on the basis of their efficiency in meeting identified facility requirements, engineering factors, ease of implementation, costs, phasing, airside and landside accessibility, and environmental considerations leading to the selection of the options best satisfying the identified need.

### **Task 6.4      Refinement and Selection of Preferred Alternative**

Upon completion of the alternatives, the aspects of each will be presented to the Sponsor and the TAC during a working meeting. The presentation will include an evaluation of various elements including constructability, environmental factors, phasing considerations, and expansion opportunities. Following input from the meeting attendees, the sponsor will prepare a preferred alternative for each category: airfield, general aviation and support facilities. The preferred alternative will be provided for final approval. Time is included in this task for preparation of the preferred alternative, discussion and final modifications. The result of this task will be a unified development option that will be incorporated into the airport layout plan.

This task includes the following subtasks:

#### **Task 6.4.1 – Environmental Impacts Matrix**

An environmental impacts matrix will not be prepared in this scope of services.

- Task 6.4.2 – Preliminary Costs of Alternatives
- Task 6.4.3 – Evaluation and Selection of a Preferred Alternative
- Task 6.4.4 – Revision to the Preferred Alternative Based Upon Input

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## **Task 6.5      Prepare Alternatives Working Paper #3**

At the conclusion of the Alternatives element, *Working Paper #3* will be prepared that summarizes the results of the analysis. The working paper will be submitted in electronic format for review.

This task includes the following subtasks:

Task 6.5.1 – Prepare Working Paper #3

Task 6.5.2 – Submit Working Paper #3 to GDOT

Task 6.5.3 – Submit Final Draft Working Paper #3

Task 6.5.4 – Submit Final Working Paper

## **ELEMENT 7 – AIRPORT LAYOUT PLANS**

Using the results of the alternative analysis developed as part of this study and FAA AC 150/5300-13A, the current Airport Layout Plan (ALP) Drawing Set for FTY will be updated to reflect the recommended preferred development alternatives. Development of ultimate airfield facilities will be based on short, intermediate, and long-range requirements which incorporate both airside and landside requirements. To provide an accurate base for the development of the ALP set, a rectified aerial photograph, and the associated base map will provide runway elevations and elevation information for existing buildings and structures on the airfield. This base map will be of a scale, accuracy, and clarity to provide an accurate digital base for developing subsequent ALP set drawings. The ALP Drawing Set will be produced in accordance with the checklist found in FAA SOP ARP 2.00, Appendix A. The ALP set will include and is limited to the following sheets:

- ➔ Cover Sheet,
- ➔ Airport Layout Plan,
- ➔ Terminal Area Plan,
- ➔ Inner Portion of the Approach Surface Drawings (4 Drawings),
- ➔ Airport Airspace Drawing,
- ➔ Runway Departure Surface Drawings (2 Drawings),
- ➔ Off-Airport Land Use Drawing, and
- ➔ Airport Property Map.

### **Task 7.1      Title Sheet**

A title sheet will be updated, and information concerning the airport including AIP Project Number, client name and location maps will be included on this sheet.

### **Task 7.2      Airport Data Sheet**

The Airport Data Sheet provides a summary of the existing and future design standards at the airport. This includes the airport data table, runway data table, modifications of standards, and declared distances. Also provided are the airport wind roses.

### **Task 7.3 - Airport Layout Plan**

The Airport Layout Drawing will be updated to reflect the recommended development to meet future airport needs as identified in this study. Information on this portion of the ALP set will include, but not be limited to, the physical layout of the airport, and of the physical facilities developed thereon. Also, to be incorporated on the ALP sheet will be the building and facilities data, runway protection zones, taxiway systems, NAVAID critical areas, building elevations, topography, roads and parking areas, wind rose/wind coverage, and the airport boundary. All existing and proposed modifications to FAA standards will be identified and delineated in a table, along with either the waiver allowing the modification, or the proposed method of addressing the modification. A table listing modifications to standard (existing and proposed) along with their proposed disposition will be incorporated onto the ALP, and in the Airport Layout Plan chapter text. Additionally, justification for requested modifications to standard will be provided in the narrative report, which will be prepared in conjunction with the ALP set.

### **Task 7.43 Terminal Area Plans**

A terminal area plan for FTY will be updated to reflect existing and recommended development of the existing terminal area. The plan will include recommendations for airfield access, ramp layout, and the necessary security elements such as fencing. The Terminal Area Plan will depict future staged development, and will graphically present the recommendations relating to the redevelopment of the local airport terminal structure, and its associated ramp and support facilities.

This task includes the following subtasks:

Task 7.4.1 – Central Basing Area

Task 7.4.2 – South Quadrant

Task 7.4.3 – North Terminal Area (NTA)

### **Task 7.5 Airport Airspace Drawing**

The Airport Airspace Drawing will depict all 14 CFR Part 77 surfaces associated with the ultimate airport configuration, and approaches will be generated and superimposed on USGS quadrangle maps or orthophotographic mapping. Fifty (50) foot contour intervals will be shown for all FAR Part 77 sloping imaginary surfaces. This sheet will depict objects that violate the FAR Part 77 surfaces that have not been identified on the ALP or approach sheets. Obstructions will be identified using new aeronautical surveys collected in Task 3.2. The top elevation of each obstruction will be identified on the sheet as will the disposition of the obstruction. The dimensions of the approach surfaces and transitional surfaces will be charted. The Airspace Plan (FAR Part 77 Surfaces) drawings will depict, in plan and profile view, the full length of all approach surfaces without the use of match lines or truncated depictions.

### **Task 7.6 Inner Portion of the Approach Surface Drawings**

The Inner Portion of the Approach Surface Drawing will be prepared for each runway end depicting the area out to the point where the Part 77 approach surface reaches a 150-foot



height above the runway end. The drawing will depict the airport property, location of roadways, structures, natural ground elevations and other man-made or natural features within the limits of inner portion of the approach surface. The drawing will also detail objects that penetrate approach surfaces, Threshold Siting Criteria or violate Object Free Area criteria. Obstructions will be listed numerically in an obstruction table for each approach with data describing the obstruction type, top elevation, allowable elevation, amount of penetration, and proposed dispositions. Additionally, the drawings will depict the configuration of required safety areas off each runway end. Plan views will be superimposed on aerial photos or a detailed line drawing.

This task includes the following subtasks:

- Task 7.6.1- Runway 8
- Task 7.6.2 – Runway 26
- Task 7.6.3 – Runway 14
- Task 7.6.4 – Runway 32

## **Task 7.7 Runway Departure Surface Drawings**

These drawings will depict the applicable departure surfaces as defined in Paragraph 303 of FAA AC 150/5300-13A for Runway 8-26 and Runway 14-32 at FTY. The drawing will include an aerial photo base map, boundaries of the surfaces in plan and profile view, traverse elevations of significant objects, ground contours (within topographic mapping limits), ground profile and obstruction data tables.

This task includes the following subtasks:

- Task 7.7.1- Runway 8-26
- Task 7.7.2 – Runway 14-32

## **Task 7.8 Land Use Drawing**

A land use plan for the area within the boundaries of the airport will be updated based on the identified overall development concepts. Included in the drawing will be aeronautical uses, agricultural uses, and industrial/commercial development area. A depiction of current land uses in the airport environs will also be developed. Standard classifications of land use (i.e., residential, commercial, industrial) in addition to the identification of any major noise sensitive institutional land uses will be undertaken. The land use information will be depicted graphically over a street layout of the airport environs showing the airport, major geographical features such as rivers, lakes, and rail lines. Based on information gathered from the most recent comprehensive plans, a depiction of the future land use pattern in the airport environs will be generated. This data will be presented on the same base map series used for the current land use and will use the same classifications of land use as in the existing land use map.

**Airport Noise Contours** – noise contours will not be prepared as part of this scope of work.

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## **Task 7.9      Airport Property Map**

An airport property map will be updated to reflect parcels acquired either through fee simple purchase, or easements purchased by the airport with both federal funds, as well as, with local sources of funding. In addition, the property map will also identify additional property required to meet the demands identified in this Airport Master Plan Update. The Airport Property Map will comply with FAA ARP SOP no. 3.00 checklist. A physical ground survey and deed/title research provided by a local surveyor is included in this scope of services. Data related to land transactions will be provided by the local surveyor and the airport sponsor. The FAA will provide grant numbers of any parcel acquired under federal grant.

## **Task 7.10      ALP Approval Process**

**Preliminary ALP Submittal** - The draft ALP Drawing Set will be submitted for review and comment to ensure the graphic depictions correctly present the goals and key issues. Following the review period, comments received will be addressed and incorporated into the drawing set, as appropriate.

**Draft ALP Submittal** – One copy of the draft ALP Drawing Set will be submitted to GDOT for review. A transmittal letter highlighting any significant changes to current ALP, proposed ALP modifications to standards and rationale for same, and design group for each runway. The transmittal will include the FAA ARP SOP checklist completed by the sponsor.

**Draft ALP Airspace Submittal** - A total of five (5) final inter-agency coordination sets will be provided to FAA (via GDOT) for interagency review.

Following a review period, comments received from reviewing agencies will be addressed and incorporated into the ALP drawing set.

**Final ALP Submittal** - Following final coordination, a total of five (5) Final Airport Layout Drawing Sets will prepared and submitted to GDOT for final approval. GDOT will distribute stamped ALP drawing sets to the sponsor.

**The following Elements are not included in the GDOT contract and will be performed by the sponsor at their cost. However, the Elements are included here as reference for a complete scope of work.**

## **ELEMENT 8 – CAPITAL IMPROVEMENT PLAN**

### **Task 8.1      Identify Project Sequencing**

A development schedule for the preferred alternatives will be prepared according to a priority system adopted for use in this study considering the urgency of need, ease of implementation, logic of sequence, and economic feasibility. The objective is to establish an efficient order for project development and implementation. Recommended airport development over the planning period will be classified near and intermediate term development phases.

Particular focus will be given to detailing estimated costs for near-term development projects. In the first five years, development costs will be shown on a year-to-year basis and prepared at a level of detail consistent with master planning. Projects relating to capacity enhancement will be highlighted in the phased development plan. Development phasing will provide a general understanding of the financial requirements by phase over the 20-year planning period. However, by linking development projects to future demand levels, an added degree of implementation flexibility will be achieved.

## **Task 8.2 Prepare Cost Estimates**

Based upon the preferred alternatives, cost estimates will be created for each of the airport development projects. Cost estimates will be based on a variety of sources, including actual project estimates, published engineering indices, government agencies, and similar airport construction projects in the area. In addition to the actual construction costs, financial consideration must be given to the engineering and design work, as well as construction items and contingencies, which have not been specifically enumerated. For planning purposes, the base construction cost will include an additive fee to reflect the anticipated engineering, testing, survey, and inspection costs, as well as for unknown contingencies.

## **Task 8.3 Update Capital Improvement Plan**

Upon completion of project phasing and cost estimating task, the existing Capital Improvement Plan (CIP) will be reviewed and updated. The CIP will include detailed project descriptions suitable for inclusion in future grant preapplications.

# **ELEMENT 9 – FINAL TECHNICAL REPORT**

## **Task 9.1 Prepare Technical Report**

In compliance with the guidelines found in AC 150/5070-6B, the sponsor will compile previous working papers into a consolidated narrative report, titled *Final Technical Report*, to describe the master plan.

The *Final Technical Report* will include the following information:

- ➔ Table of Contents,
- ➔ Existing Conditions Inventory and Data Collection,
- ➔ Aviation Activity Forecasts,
- ➔ Facility Requirements,
- ➔ Concept Development,
- ➔ Airport Layout Plan,
- ➔ Capital Improvement Plan, and
- ➔ Appendices (as necessary).

A budget is included in this task to thoroughly review the overall report for consistency, editorial changes, and document style. A full color report cover, and professional headers and footers will also be created.

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The sponsor will perform an internal QAQC review of project deliverables. Quality control responsibilities will include detailed checking of calculations, drawings and narratives.

### Task 9.2 Submit and Revise Draft Technical Report – GDOT Review

The sponsor will prepare and submit electronic copies of the Draft Technical Report to GDOT for review. The review period is assumed to be no more than 30 days. Upon receipt of comment, the sponsor will address all scope related comments and prepare a revised Draft Technical Report. Upon receipt of final comments, the sponsor will respond to all scope related comments from and prepare a *Final Technical Report*.

### Task 9.3 Submit Final Technical Report

The sponsor will prepare and submit one (1) copy to GDOT. Each copy will contain one half-size version ALP Drawing Set.

### Task 9.4 Submit Electronic Deliverables

The sponsor will distribute copies to GDOT of the Technical Report and ALP Drawing Set in electronic PDF format.

AIRPORT MASTER PLAN UPDATE  
Fulton County Airport

#### PROJECT SCHEDULE

March 2020

MASTER PLAN TASKS	MONTHS FROM NTP																							
	April-20	May-20	June-20	July-20	August-20	September-20	October-20	November-20	December-20	January-21	February-21	March-21	April-21	May-21	June-21	July-21	August-21	September-21	October-21	November-21	December-21	January-22	February-22	March-22
EXISTING CONDITIONS																								
AVIATION FORECASTS																								
FACILITY REQUIREMENTS																								
DEVELOPMENT CONCEPTS						RSA	RSA																	
AIRPORT LAYOUT PLANS																								
CIP																								
PROJECT DELIVERABLES				1				2						3						4				5
GDOT REVIEWS																				FAA	FAA	FAA		

Due to the nature of a master plan study, exact timeframes for completion of project elements will vary from the proposed project schedule. The project schedule will be updated throughout the project timeframe. Services required beyond the above estimated timeframes due to delays in obtaining agency approvals or to other causes beyond the CONSULTANT's control may require additional compensation with an amendment to this WORK AUTHORIZATION.

## EXHIBIT A

**FULTON COUNTY AIRPORT - BROWN FIELD  
ATLANTA, GA**

**EXHIBIT B**

**SCHEDULE OF PAYMENTS**

GDOT Project Number: AP020-9041-32(121) Fulton  
PID-T006944

**AIRPORT MASTER PLAN UPDATE; DESIGN AIRFIELD LIGHTING REHABILITATION**

ITEM	DESCRIPTION	TOTAL COST	FEDERAL FUNDS	%	STATE FUNDS	%
<b>Part I Federal Funds FY17D - SBGP-021-2017</b>						
1	Runway Safety Area Analysis	\$100,000.00	\$90,000.00	90%	\$5,000.00	5%
	<b>Total Part I Federal Funds FY17D</b>	<b>\$100,000.00</b>	<b>\$90,000.00</b>		<b>\$5,000.00</b>	
<b>Part II Federal Funds FY18A - SBGP-022-2018</b>						
2	Airfield Lighting Rehabilitation Design	\$67,000.00	\$60,300.00	90%	\$0.00	0%
<b>Airport Master Plan Update</b>						
3	Preplanning and Coordination-Element 1	\$28,650.00	\$25,785.00	90%	\$1,432.50	5%
4	Public Involvement Program-Element 2	\$24,989.00	\$22,490.10	90%	\$1,249.45	5%
5A	Existing Conditions-Element 3	\$46,027.67	\$41,424.90	90%	\$2,301.38	5%
	<b>Total Part II Federal Funds FY18A</b>	<b>\$166,666.67</b>	<b>\$150,000.00</b>		<b>\$4,983.33</b>	
<b>Part III Federal Funds FY19A - SBGP-025-2019</b>						
5B	Existing Conditions-Element 3	\$62,847.33	\$56,562.60	90%	\$3,142.37	5%
6	Aviation Forecasts-Element 4	\$25,648.00	\$23,083.20	90%	\$1,282.40	5%
7	Facility Requirements-Element 5	\$35,028.00	\$31,525.20	90%	\$1,751.40	5%
8	Airport Alternatives-Element 6	\$75,675.00	\$0.00	0%	\$0.00	0%
9	Airport Layout Plans-Element 7	\$89,134.00	\$0.00	0%	\$0.00	0%
	<b>Total Part III Federal Funds FY19A</b>	<b>\$288,332.33</b>	<b>\$111,171.00</b>		<b>\$6,176.17</b>	
	<b>Total Project Cost</b>	<b>\$554,999.00</b>	<b>\$351,171.00</b>		<b>\$16,159.50</b>	

<u>FAA Federal Grant # and FAIN #</u>	<u>Federal Award Date</u>	<u>Amount</u>	<u>Fund Source</u>
3-13-SBGP-021-2017	9/21/2017	\$90,000.00	22140
3-13-SBGP-022-2018	6/13/2018	\$150,000.00	22142
3-13-SBGP-025-2019	7/22/2019	\$111,171.00	22147
FY20 State	N/A	\$16,159.50	01201
Total Maximum Obligation of Federal and State Funds this Contract:		\$367,330.50	

**EXHIBIT C****NOTICE TO CONTRACTORS  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(1) **Compliance with Regulations:** The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200.

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify in writing to the State Department of Transportation, or the Federal Highway Administration a appropriate, and shall set forth in detail what efforts it has made to obtain this information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- (b) cancellation, termination or suspension of this contract, in whole or in part.

(6) **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs (1) through (6) in this Exhibit C in every subcontract entered, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



**EXHIBIT D****CERTIFICATION OF SPONSOR****DRUG-FREE WORKPLACE**

I hereby certify that I am the duly authorized representative of  
 FULTON COUNTY, GEORGIA whose address is  
141 Pryor Street, S.W, Atlanta, GA 30303, and it is also certified that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for the consultant's employees during the performance of the contract; and
- (3) Each subcontractor hired by the Consultant shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Consultant shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

5/7/2020

Date

DocuSigned by:

Robert L. Pitts

FBFF488FD2A74ED...

Signature



**EXHIBIT E****CERTIFICATION OF SPONSOR**

I hereby certify that I am the Chairman and duly authorized representative of the firm of Fulton County, Georgia whose address is 141 Pryor Street, SW, Atlanta GA 30303. I hereby certify to the best of my knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting its bid that it shall require that the language of this certification will be included in all lower tier subcontracts which exceed \$10,000.00 and that all such sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

EXHIBIT E-1

- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid aviation funds, and is subject to applicable State and Federal laws, both criminal and civil.

5/7/2020

Date

DocuSigned by:

Robert L. Pitts

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Signature

**EXHIBIT F**

**CERTIFICATION OF DEPARTMENT OF TRANSPORTATION**

**STATE OF GEORGIA**

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above airport sponsor, consulting firm, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Aviation Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

5/21/2020

Date

DocuSigned by:  
*Russell R McMurry*  
76D6577D00644FA...  
\_\_\_\_\_  
Commissioner, Georgia Department of Transportation

**EXHIBIT G**

**PRIMARY CONTRACTOR  
CERTIFICATION REGARDING DISBARMENT, SUSPENSION,  
AND  
OTHER RESPONSIBILITY MATTERS**

I hereby certify that I am the Chairman of Fulton County, GA and duly authorized representative of FULTON COUNTY, GEORGIA, whose address is 141 Pryor Street SW, Atlanta GA 30303, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgement rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default; and
- (e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Aviation Funds, and is subject to applicable State and Federal laws, both criminal and civil.

5/7/2020

Date

DocuSigned by:  
Robert L. Pitts  
FBFF486FD2A74ED... Signature

DocuSigned by:  
Georgia State  
5CBED734D3F441E... (SEAL)  
Clerk

EXHIBIT G-1

## Instructions for Appendix G Certification

## Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (Consultants)

1. By signing and submitting this contract the Consultant is providing the certification set out in Appendix C.
2. The inability of the Consultant to provide the certification required may not necessarily result in denial of participation in this covered transaction. The Consultant shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Consultant to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Appendix C, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The Consultant shall provide immediate written notice to the Department if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The Consultant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The Consultant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A Consultant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. The Consultant may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

# EXHIBIT H

## CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of FULTON COUNTY, GEORGIA whose address is 141 Pryor Street, SW Atlanta, GA 30303, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

5/7/2020

Date

DocuSigned by:  
Robert L. Pitts  
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Signature

EXHIBIT H



## EXHIBIT I

## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

<b>Contractor's Name:</b>	Fulton County
<b>Solicitation/Contract No./ Call No. or Project Description:</b>	T006944/AP020-9041-32(121) Fulton Airport Master Plan Update; Design Airfield Lighting Rehabilitation at the Fulton County Airport – Brown Field in Atlanta, GA

## CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

51421Federal Work Authorization User Identification Number  
(EEV/E-Verify Company Identification Number)7/1/2007

Date of Authorization

Fulton County

Name of Contractor

**I hereby declare under penalty of perjury that the foregoing  
is true and correct**

Robert L Pitts

Printed Name (of Authorized Officer or Agent of Contractor)

Chairman

Title (of Authorized Officer or Agent of Contractor)

DocuSigned by:

Robert L. Pitts

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Signature (of Authorized Officer or Agent)

5/7/2020

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: 5/7/2020

DocuSigned by:

Dawn Peterson

8D255A048C5A467...

Notary Public

[NOTARY SEAL]

My Commission Expires: July 18, 2022

**EXHIBIT J****CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S  
SEXUAL HARASSMENT PREVENTION POLICY**

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
  - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
  - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
  - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.



- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
- (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
  - (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
  - (c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature:  \_\_\_\_\_  
DocuSigned by:  
Robert L. Pitts  
FBFF488FD2A74ED...

Name: Robert L Pitts

Position: Chairman

Company: Fulton County



**Russell R. McMurtry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree NW  
Atlanta, GA 30308  
(404) 631-1990 Main Office

December 10, 2021

The Honorable Robert L. Pitts, Chairman  
Fulton County Board of Commissioners  
141 Pryor St.  
Atlanta, GA 30303

In Re: AP020-9041-32(121) Fulton  
Supplemental Agreement #1  
PID – T006944  
Contract Amount - \$272,330.50

Dear Chairman Pitts:

Enclosed is the executed Supplemental Agreement #1 to modify line items and quantities. This will provide the ability to carry out the full scope of work. You are hereby issued a Notice to Proceed, effective, December 7, 2021.

We look forward to working with you on this project. If you have any questions, please contact Tracie Kleine, Aviation Project Manager, at (770) 366-9351.

Sincerely,

Leigh Ann Trainer, Asst. Division Director  
Division of Intermodal

LAT:cam  
Enclosure

SUPPLEMENTAL AGREEMENT #1  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  
AND  
FULTON COUNTY

Project Number: AP020-9041-32(131) Fulton  
PID – T006944

This agreement is made and entered into on 12/7/2021, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and FULTON COUNTY, hereinafter called the "SPONSOR".

WHEREAS, the DEPARTMENT and SPONSOR heretofore on MAY 21, 2020, entered into an Agreement, hereinafter called the "ORIGINAL CONTRACT", whereby the DEPARTMENT agreed to participate in the SPONSOR'S desire to accomplish the required airport planning to meet the anticipated demand for aviation services for the FULTON COUNTY AIRPORT-BROWN FIELD; and

WHEREAS, the DEPARTMENT has determined modification of line items and quantities are needed. This Supplemental Agreement will provide the ability to carry out the full scope of work as identified in the Exhibit B, Schedule of Payments, revised, October 29, 2021. This Supplemental Agreement will decrease the budget; and

NOW THEREFORE, THE PARTIES HERETO mutually agree that for and in consideration of the mutual benefits to flow from each other to the other, the ORIGINAL CONTRACT dated, MAY 21, 2020, is hereby modified as follows:

- I. ARTICLE VIII, COMPENSATION, is hereby deleted in its entirety and the following is substituted in lieu thereof:

The DEPARTMENT and the SPONSOR agree that the total allowable cost of the project, as defined in Exhibit B, revised October 29, 2021, shall not exceed FOUR HUNDRED FIFTY-FOUR THOUSAND NINE HUNDRED NINETY-NINE AND 00/100 dollars (\$454,999.00).

The DEPARTMENT'S participation in the PROJECT shall be limited to TWO HUNDRED SEVENTY-TWO THOUSAND THREE HUNDRED THIRTY and 50/100 (\$272,330.50) which includes state funds in the amount of ELEVEN THOUSAND ONE HUNDRED FIFTY-NINE and 50/100 dollars (\$11,159.50) and federal funds in the amount of TWO HUNDRED SIXTY-ONE THOUSAND ONE HUNDRED SEVENTY-ONE and 00/100 dollars (261,171.00) for the PROJECT as summarized in Exhibit B, revised, October 29, 2021. However, if the sum total of the actual cost of the PROJECT is less than the amounts indicated in Exhibit B, revised, October 29, 2021, the DEPARTMENT shall be obligated to pay its pro rata share of the actual Project cost as verified from the records of the SPONSOR. It is further understood the sponsor's local share of the project is in the amount of ONE HUNDRED EIGHTY-TWO THOUSAND SIX HUNDRED SIXTY-EIGHT and 50/100 (\$182,668.50).

- II. The Exhibit B is hereby deleted in its entirety and the following is substituted in lieu thereof: Exhibit B, Schedule of Payments, Revised October 29, 2021.

Except as modified, changed, or amended, all the terms and conditions of the Original contract dated, MAY 21, 2020, as amended by the Supplemental Agreement shall remain in full force and effect. The covenants herein contained shall except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.


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


DEPARTMENT OF TRANSPORTATION:

FULTON COUNTY:

DocuSigned by:  
  
76D6577D00644FA...  
Commissioner

DATE: 11/11/2021

ATTEST:   
74085B5B0FAC425...  
Treasurer (SEAL)

DocuSigned by:  
  
D4FDAF8E72EB492...  
CHAIRMAN (SEAL)

Chairman

PRINTED NAME

Federal Employment Identification

Number: 58-6001729

**FULTON COUNTY AIRPORT - BROWN FIELD  
ATLANTA, GA**

**EXHIBIT B**

**SCHEDULE OF PAYMENTS**

**GDOT Project Number: AP020-9041-32(121) Fulton  
PID-T006944**

**AIRPORT MASTER PLAN UPDATE; DESIGN AIRFIELD LIGHTING REHABILITATION**

ITEM	DESCRIPTION	TOTAL COST	FEDERAL FUNDS	%	STATE FUNDS	%
<b>Part I Federal Funds FY17D - SBGP-021-2017</b>						
1	Runway Safety Area Analysis	\$0.00	\$0.00	90%	\$0.00	5%
	<b>Total Part I Federal Funds FY17D</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	
<b>Part II Federal Funds FY18A - SBGP-022-2018</b>						
2	Airfield Lighting Rehabilitation Design	\$67,000.00	\$60,300.00	90%	\$0.00	0%
<b>Airport Master Plan Update</b>						
3	Preplanning and Coordination-Element 1	\$28,650.00	\$25,785.00	90%	\$1,432.50	5%
4	Public Involvement Program-Element 2	\$24,989.00	\$22,490.10	90%	\$1,249.45	5%
5A	Existing Conditions-Element 3	\$46,027.67	\$41,424.90	90%	\$2,301.38	5%
	<b>Total Part II Federal Funds FY18A</b>	<b>\$166,666.67</b>	<b>\$150,000.00</b>		<b>\$4,983.33</b>	
<b>Part III Federal Funds FY19A - SBGP-025-2019</b>						
5B	Existing Conditions-Element 3	\$62,847.33	\$56,562.60	90%	\$3,142.37	5%
6	Aviation Forecasts-Element 4	\$25,648.00	\$23,083.20	90%	\$1,282.40	5%
7	Facility Requirements-Element 5	\$35,028.00	\$31,525.20	90%	\$1,751.40	5%
8	Airport Alternatives-Element 6	\$75,675.00	\$0.00	0%	\$0.00	0%
9	Airport Layout Plans-Element 7	\$89,134.00	\$0.00	0%	\$0.00	0%
	<b>Total Part III Federal Funds FY19A</b>	<b>\$288,332.33</b>	<b>\$111,171.00</b>		<b>\$6,176.17</b>	
	<b>Total Project Cost</b>	<b>\$454,999.00</b>	<b>\$261,171.00</b>		<b>\$11,159.50</b>	

<u>FAA Federal Grant # and FAIN #</u>	<u>Federal Award Date</u>	<u>Original Contract Amount</u>	<u>Reduce Contract</u>	<u>Supplemental #1 Agreement Amount</u>	<u>Fund Source</u>
3-13-SBGp-021-2017	9/21/2017	\$90,000.00	-\$90,000.00	\$0.00	22140
3-13-SBGp-022-2018	6/13/2018	\$150,000.00		\$150,000.00	22142
3-13-SBGp-025-2019	7/22/2019	\$111,171.00		\$111,171.00	22147
FY20 State	N/A	<u>\$16,159.50</u>	<u>-\$5,000.00</u>	<u>\$11,159.50</u>	01201
Total Maximum Obligation of Federal and State Funds this Contract:		\$367,330.50	-\$95,000.00	\$272,330.50	

EXHIBIT B  
Supplemental Agreement #1  
Revised 10-29-2021  
1 of 1

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

DEPARTMENT OF TRANSPORTATION:

FULTON COUNTY:

\_\_\_\_\_  
Commissioner

DATE: 11/11/2021

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

Treasurer

(SEAL)

DocuSigned by:

Robb Pitts

CHAIRMAN



(SEAL)

Chairman

\_\_\_\_\_  
PRINTED NAME

Federal Employment Identification

Number: 58-6001729







# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 22-0425

Meeting Date: 6/15/2022

### Department

Select Fulton

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

Request approval to increase spending authority - Select Fulton, Workforce Development Division, 18RFP552018BJD, Workforce Service Delivery Providing Adult, Dislocated and Youth Services in the amount of \$124,035.00 with Arbor E & T, LLC d/b/a ResCare Workforce Services (RWS) (Louisville, KY), to provide Workforce Service Delivery Providing Adult, Dislocated and Youth Services for eligible Fulton County residents. 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 102-420, 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)*

Infrastructure and Economic Development

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

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

**Scope of Work:** The purpose of this amendment is to increase the contract amount to serve additional WIOA clients for the WorkSource Fulton Adult, Dislocated Worker, and Youth Programs for the period of performance beginning July 1, 2021 through June 30, 2022. Provides in-person and

virtual case management for customers as a part of the human center designed programming of career services, credential training, and employment.

**Community Impact:** None.

**Department Recommendation:** The department recommends approval.

**Project Implications:** To increase grant funding to serve additional clients eligible for WIOA Adult, Dislocated Worker, and Youth Program.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** Requires contract amendment in order to expend all federal grant funds.

### Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	18-0218	6/06/2018	\$2,050,000.00
1st Renewal	19-0367	05/15/2019	\$2,350,000.00
2 <sup>nd</sup> Renewal	20-0309	04/15/2020	\$2,350,000.00
3 <sup>rd</sup> Renewal	21-0254	04/14/2021	\$2,000,009.00
<b>Increase Spending Authority No. 1</b>			<b>\$124,035.00</b>
Total Revised Amount			\$8,874,044.00

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

**Contract Value:** \$124,035.00

**Prime Vendor:** Arbor E &T, LLC dba ResCare Workforce Services

**Prime Status:** Non-Minority

**Location:** Louisville, KY

**County:** Jefferson County

**Prime Value:** \$118,106.13 or 95.22%

**Subcontractor:** Project Outsource Connects, LLC

**Subcontractor Status:** African American Female Business Enterprise-Non Certified

**Location:** Atlanta, GA

**County:** Fulton County

**Contract Value:** \$5,928.87 or 4.78%

**Total Contract Value:** \$124,035.00 or 100.00%

**Total M/FBE Value:** \$5,928.87 or 4.78%

**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: Eqqus - Contract History Chart

Exhibit 3: Contractor Performance Report

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

Samir Abdullahi, Director, Department of Economic Development, 404-612-8120

**Contract Attached**

Yes

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$2,050,000.00

Previous Adjustments: \$6,700,009.00

This Request: \$124,035.00

TOTAL: \$8,874,044.00

**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:**

461-118-WA40-1150 - \$15,996.38; 461-118-WA41-1160 - \$342,825.91; 461-118-DA41-1160 - \$760,326.00; 461-118-WD40-1160 - \$140,822.81; 461-118-WD41-1160 - \$131,211.38; 461-118-WD42-1160 - \$65,040.36; 461-118-YI20-1160 - \$109,605.02; 461-118-Y020-1160 - \$314,452.72; 461-118-YO21-1160 - \$210,957.08; 461-118-AAF2-1160 - \$20,276.55; 461-118-ADF2-1160 - 6,011.22; 461-118-AYF2-1160 - \$6,518.57

**Key Contract Terms****Start Date:** 7/1/2021**End Date:** 6/30/2022

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**Agenda Item No.:** 22-0425

**Meeting Date:** 6/15/2022

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<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b> N renewal options remain
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**Overall Contractor Performance Rating:** 4.0

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

Yes

**Report Period Start:**  
7/1/2021

**Report Period End:**  
6/30/2022

## **AMENDMENT NO. 1 TO FORM OF CONTRACT**

Contractor: Arbor E & T, LLC d/b/a ResCare Workforce Services (RWS)

Contract No. 18RFP552018BJD

Address: 9901 Linn Station Road

City, State Louisville, KY 40334

Telephone: (502)-394-2221

E-mail: Mark.Douglass@res-care.com

Contact: Mark Douglass  
President

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

WHEREAS, Fulton County ("County") entered into Contract with Arbor E & T, LLC d/b/a ResCare Workforce Services (RWS) to provide the WIOA authorized case management and career services for adults, dislocated workers, and a comprehensive program design and service strategies for youth. This is a part of the "One-Stop Delivery System" services, dated June 30<sup>th</sup>, 2018, on behalf of the Select Fulton Department; and

WHEREAS, the Consultant shall provide additional changes to the existing Scope of Work due to the County's partnership with WorkSource Metro Atlanta to carry out Virtual One-Stop services; 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 upon approval, between the County and Arbor E & T, LLC d/b/a ResCare Workforce Services (RWS) who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To provide WIOA authorized "career services" delivery for eligible Adult, Dislocated Worker and Youth Services to serve Fulton county residents. Contractor Arbor E & T, LLC d/b/a ResCare Workforce

Services (RWS) (Louisville, KY), provides adult, dislocated career center and youth services.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$124,035.00 (One Hundred Twenty Four Thousand Thirty 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**

CONSULTANT:

**ARBOR E & T, LLC D/B/A  
RESCARE WORKFORCE  
SERVICES (RWS)**

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

\_\_\_\_\_  
[Insert name]  
[Insert title]

ATTEST:

ATTEST:

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

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

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

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

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

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
Samir Abdullahi, Director  
Department of Economic Development

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

(Affix Notary Seal)

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



**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

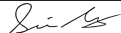
**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
10/12/2021	12/31/2021	10/12/2021	12/31/2021
Purchaser Order Number		Purchase Order Date	
Department			
Bid Number		Service Commodity	
Contractor			
<b>Performance Rating</b>			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification	
	0		
	1		
	2		
	3		
	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/Change – On Time Completion Per Contract)	
	0		
	1		
	2		
	3		
	4		



3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
	0	
	1	
	2	
	3	
	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So 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 4.		Date	
Would you select/recommend this vendor again?			
Rating completed by:			
Department Head Name:			
Department Head Signature			

After you have completed filling out the form:

Submit the for to Purchasing

Print a copy of the form

Save the form

Submit





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 22-0426

**Meeting Date:** 6/15/2022

### Department

Real Estate and Asset Management

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

Request approval of a Water Line Easement Dedication of 44,058 square feet to Fulton County, a political subdivision of the State of Georgia, from GRBK North Point, LLC for the purpose of constructing the Ecco Park Phase 2 Project at 1275 North Point Parkway, Alpharetta, Georgia 30022.

### 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 Ecco Park Phase 2 Project, a residential subdivision development, requires the construction of a water line. Fulton County development regulations require that all new water connections acknowledge Fulton County's ownership interests in the area(s) in which a water service line connection is being made prior to recording of the Final Plat. The easement area to be conveyed consists of 44,058 square feet and is in Land Lots 743 and 754 of the 1<sup>st</sup> District, 2<sup>nd</sup> Section of Fulton County, Georgia.

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

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

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

**Community Issues/Concerns:** None.

**Department Issues/Concerns:** None.

**History of BOC Agenda Item:** 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 : Ecco Park Phase 2  
Tax Parcel Identification No.: 12-2720-0743-038-2  
Land Disturbance Permit No.: 19-080WRR  
Zoning/Special Use Permit No.: MP-18-12  
(if applicable)

*For Fulton County Use Only*

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

**WATER LINE EASEMENT  
(Corporate Form)**

STATE OF GEORGIA,  
COUNTY OF FULTON

This indenture entered into this 17 day of March, 2022, between  
GRBK North Point, LLC, a corporation duly organized under  
the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and  
**FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part 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 water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the 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) 743 & 754,  
2 Section (if applicable) of District 1, Fulton County, Georgia, and more particularly described as follows: To wit:

Ecco Park Phase 2

*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 water line through my property according to the location and size of said

water 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 water 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 water line on both a routine and emergency basis.

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

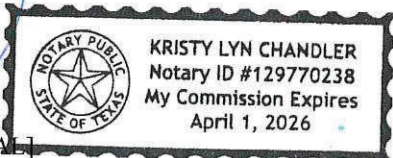
Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said water line for the use of the property as herein agreed.

**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 17  
day of March, 20 22  
in the presence of:

Kicki Funn  
Witness

Kristy Lyn Chandler  
Notary Public



[NOTARIAL SEAL]

GRANTOR: GRBK North Point, LLC  
CORPORATE NAME

By: Richard Castello  
Print Name: Richard Castello  
Title: President

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[CORPORATE SEAL]



**DESCRIPTION OF**  
**Ecco Park – Phase 2 Water Easement**

All that tract or parcel of land lying and being in Land Lots 743 and 754 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia and being more particularly described as follows:

**COMMENCING** at a 3/4" rebar found at the southwestern end of the mitered intersection of the northwestern right of way line of Haynes Bridge Road (right of way width varies) and the northern right of way line of North Point Drive (right of way width varies); **THENCE** proceeding along said right of way line of North Point Drive the following courses and distances: North 73 degrees 40 minutes 07 seconds West a distance of 214.45 feet to a point and along a curve to the left with a radius of 808.00 feet and an arc length of 54.88 feet, said curve having a chord bearing of North 75 degrees 36 minutes 50 seconds West and a chord distance of 54.87 feet to a nail found; **THENCE** leaving said right of way of North Point Drive along a tie line North 76 degrees 55 minutes 05 seconds West a distance of 288.92 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

**THENCE** from said **TRUE POINT OF BEGINNING** North 89 degrees 46 minutes 37 seconds West a distance of 3.16 feet to a point; **THENCE** South 26 degrees 09 minutes 48 seconds West a distance of 1.99 feet to a point; **THENCE** North 01 degrees 16 minutes 04 seconds East a distance of 2.92 feet to a point; **THENCE** North 01 degrees 00 minutes 18 seconds East a distance of 33.83 feet to a point; **THENCE** North 88 degrees 43 minutes 59 seconds West a distance of 10.17 feet to a point; **THENCE** North 01 degrees 16 minutes 01 seconds East a distance of 57.00 feet to a point; **THENCE** South 88 degrees 43 minutes 59 seconds East a distance of 9.98 feet to a point; **THENCE** North 00 degrees 54 minutes 51 seconds East a distance of 9.41 feet to a point; **THENCE** along a curve to the right with a radius of 58.83 feet and an arc length of 28.67 feet, said curve having a chord bearing of North 13 degrees 51 minutes 07 seconds East and a chord distance of 28.38 feet to a point; **THENCE** along a curve to the left with a radius of 20.50 feet and an arc length of 17.51 feet, said curve having a chord bearing of North 00 degrees 25 minutes 07 seconds West and a chord distance of 16.99 feet to a point; **THENCE** North 25 degrees 32 minutes 01 seconds West a distance of 0.31 feet to a point; **THENCE** North 30 degrees 30 minutes 21 seconds West a distance of 4.77 feet to a point; **THENCE** North 31 degrees 58 minutes 05 seconds West a distance of 43.08 feet to a point; **THENCE** along a curve to the left with a radius of 20.00 feet and an arc length of 20.26 feet, said curve having a chord bearing of North 60 degrees 59 minutes 03 seconds West and a chord distance of 19.40 feet to a point; **THENCE** South 90 degrees 00 minutes 00 seconds West a distance of 54.17 feet to a point; **THENCE** South 00 degrees 00 minutes 00 seconds East a distance of 9.50 feet to a point; **THENCE** South 90 degrees 00 minutes 00 seconds West a distance of 8.75 feet to a point; **THENCE** South 00 degrees 00 minutes 00 seconds East a distance of 176.31 feet to a point; **THENCE** North 89 degrees 54 minutes 34 seconds East a distance of 6.22 feet to a point; **THENCE** South 00 degrees 19 minutes 26 seconds East a



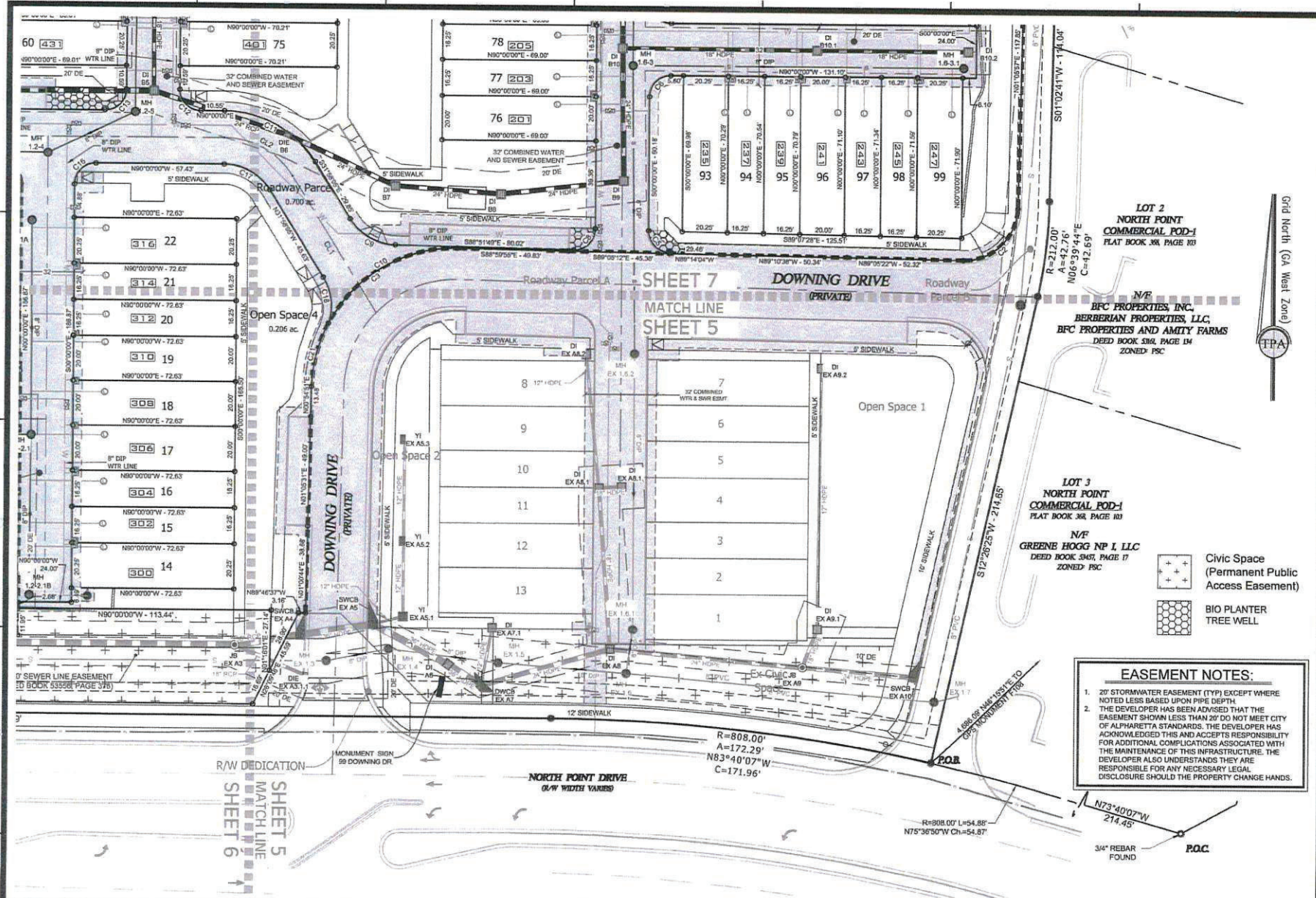
distance of 6.05 feet to a point; THENCE South 89 degrees 54 minutes 49 seconds West a distance of 6.25 feet to a point; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 4.51 feet to a point; THENCE South 90 degrees 00 minutes 00 seconds West a distance of 28.00 feet to a point; THENCE North 00 degrees 00 minutes 00 seconds East a distance of 190.87 feet to a point; THENCE along a curve to the left with a radius of 9.50 feet and an arc length of 14.92 feet, said curve having a chord bearing of North 44 degrees 59 minutes 53 seconds West and a chord distance of 13.44 feet to a point; THENCE South 89 degrees 59 minutes 43 seconds West a distance of 155.63 feet to a point; THENCE North 00 degrees 00 minutes 00 seconds East a distance of 178.10 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 32.00 feet to a point; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 4.50 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 3.94 feet to a point; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 5.91 feet to a point; THENCE South 90 degrees 00 minutes 00 seconds West a distance of 3.94 feet to a point; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 124.19 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 7.00 feet to a point; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 5.50 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 63.31 feet to a point; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 10.00 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 21.00 feet to a point; THENCE North 00 degrees 00 minutes 00 seconds East a distance of 10.00 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 57.00 feet to a point; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 10.00 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 22.19 feet to a point; THENCE along a curve to the left with a radius of 5.50 feet and an arc length of 8.64 feet, said curve having a chord bearing of North 45 degrees 00 minutes 00 seconds East and a chord distance of 7.78 feet to a point; THENCE North 00 degrees 00 minutes 00 seconds East a distance of 165.21 feet to a point; THENCE South 89 degrees 56 minutes 57 seconds East a distance of 32.00 feet to a point; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 2.78 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 5.23 feet to a point; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 6.00 feet to a point; THENCE South 90 degrees 00 minutes 00 seconds West a distance of 5.23 feet to a point; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 156.41 feet to a point; THENCE along a curve to the left with a radius of 5.50 feet and an arc length of 8.64 feet, said curve having a chord bearing of South 45 degrees 00 minutes 00 seconds East and a chord distance of 7.78 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 10.55 feet to a point; THENCE along a curve to the right with a radius of 51.84 feet and an arc length of 43.25 feet, said curve having a chord bearing of South 66 degrees 04 minutes 49 seconds East and a chord distance of 42.01 feet to a point; THENCE South 33 degrees 15 minutes 06 seconds East a distance of 39.21 feet to a point; THENCE along a curve to the left with a radius of 20.50 feet and an arc length of 6.35 feet, said curve having a chord bearing of South 40 degrees 50 minutes 27 seconds East and a chord distance of 6.32 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 15.09 feet to a point; THENCE North 01 degrees 13 minutes 25 seconds East a distance of 5.10 feet to a point; THENCE South 88 degrees 46 minutes 35 seconds East a distance of 83.21 feet to a point; THENCE North 00 degrees 00 minutes 00 seconds East a distance of 231.63 feet to a point;



THENCE North 90 degrees 00 minutes 00 seconds East a distance of 32.00 feet to a point;  
THENCE South 00 degrees 00 minutes 00 seconds East a distance of 5.19 feet to a point;  
THENCE North 90 degrees 00 minutes 00 seconds East a distance of 3.68 feet to a point;  
THENCE South 00 degrees 00 minutes 00 seconds East a distance of 6.00 feet to a point;  
THENCE South 90 degrees 00 minutes 00 seconds West a distance of 3.68 feet to a point;  
THENCE South 00 degrees 00 minutes 00 seconds East a distance of 122.21 feet to a point;  
THENCE along a curve to the left with a radius of 5.50 feet and an arc length of 8.64 feet, said curve having a chord bearing of South 45 degrees 00 minutes 00 seconds East and a chord distance of 7.78 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 130.97 feet to a point; THENCE North 00 degrees 00 minutes 00 seconds East a distance of 1.96 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 6.23 feet to a point; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 1.96 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 4.00 feet to a point; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 32.00 feet to a point; THENCE South 90 degrees 00 minutes 00 seconds West a distance of 141.20 feet to a point; THENCE along a curve to the left with a radius of 5.50 feet and an arc length of 8.64 feet, said curve having a chord bearing of South 45 degrees 00 minutes 00 seconds West and a chord distance of 7.78 feet to a point; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 60.18 feet to a point; THENCE along a curve to the left with a radius of 5.50 feet and an arc length of 8.56 feet, said curve having a chord bearing of South 44 degrees 34 minutes 22 seconds East and a chord distance of 7.72 feet to a point; THENCE South 89 degrees 14 minutes 04 seconds East a distance of 29.45 feet to a point; THENCE South 89 degrees 10 minutes 38 seconds East a distance of 50.34 feet to a point; THENCE South 89 degrees 05 minutes 22 seconds East a distance of 52.32 feet to a point; THENCE along a curve to the left with a radius of 19.50 feet and an arc length of 23.41 feet, said curve having a chord bearing of North 56 degrees 30 minutes 51 seconds East and a chord distance of 22.03 feet to a point; THENCE North 04 degrees 06 minutes 33 seconds East a distance of 99.37 feet to a point; THENCE North 14 degrees 57 minutes 37 seconds East a distance of 2.40 feet to a point; THENCE South 01 degrees 05 minutes 57 seconds West a distance of 95.04 feet to a point; THENCE along a curve to the right with a radius of 24.01 feet and an arc length of 37.15 feet, said curve having a chord bearing of South 46 degrees 33 minutes 59 seconds West and a chord distance of 33.55 feet to a point; THENCE North 89 degrees 05 minutes 22 seconds West a distance of 52.32 feet to a point; THENCE North 89 degrees 11 minutes 54 seconds West a distance of 79.79 feet to a point; THENCE North 89 degrees 02 minutes 26 seconds West a distance of 95.21 feet to a point; THENCE along a curve to the left with a radius of 63.48 feet and an arc length of 100.04 feet, said curve having a chord bearing of South 46 degrees 11 minutes 09 seconds West and a chord distance of 90.00 feet to a point; THENCE South 01 degrees 02 minutes 16 seconds West a distance of 101.36 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract contains 44,058 square feet or 1.01 acres.





NO.	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			
6			
7			
8			

**Travis Pruitt & Associates, Inc.**  
 4317 Park Drive, Suite 400  
 Norcross, Georgia 30093  
 Phone: (770) 416-7511  
 Fax: (770) 416-6759  
 www.travispruitt.com

Contact Person: John Merder  
 Certificate of Authorization Number 613

**GEORGIA PROFESSIONAL LAND SURVEYOR**  
 Travis N. Pruitt, J.R.  
 No. 2806

**GEORGIA REGISTERED PROFESSIONAL ENGINEER**  
 John Kendrick Weider  
 No. 51212

For The Firm  
 Travis Pruitt & Associates, Inc.

**FINAL PLAT**  
**Ecco Park**  
 Phase 2  
 1275 North Point Dr., Alpharetta, GA 30022

Land Lots 743 & 754 - 1st District - 2nd Section - City Of Alpharetta - Fulton County, GA

Scale: 1" = 30'

15 0 30 60 90 120

DATE: 11/24/2021
SCALE: 1" = 30'
LSV: FINAL PLAT
CN: 180082 FP Ph 2
JN: 1-18-0082
FN: 116-C-3085
SHEET 5 OF 8







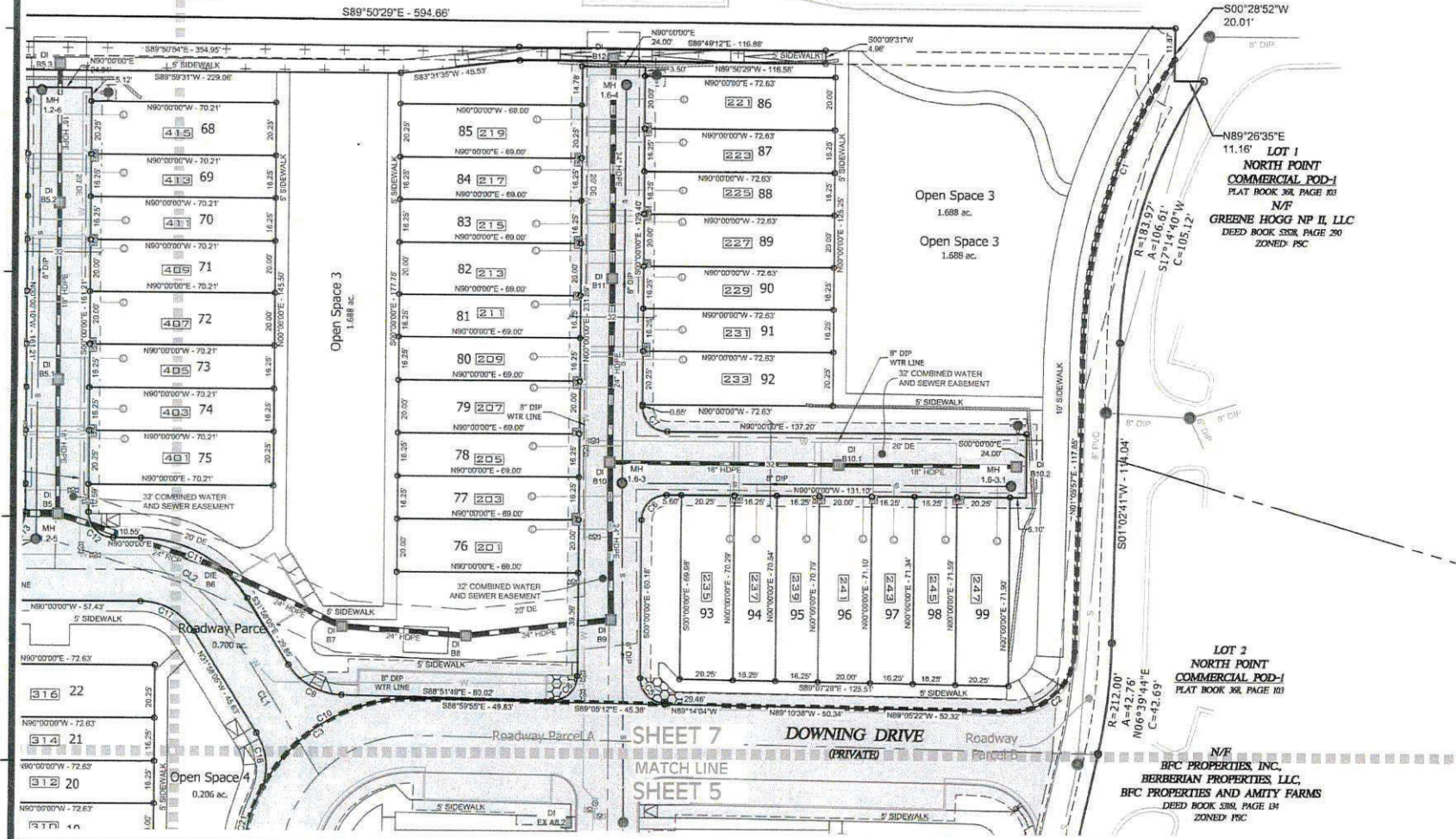
SHEET 7  
MATCH LINE  
SHEET 8

N/F  
BRE/ESA P. PORTFOLIO LLC  
DEED BOOK 4222, PAGE 594  
ZONED O-P

Civic Space  
(Permanent Public  
Access Easement)

BIO PLANTER  
TREE WELL

S89°50'29"E - 594.66'



Grid North (GA West Zone)

TPA

NO.	DATE	DESCRIPTION	BY
1			
2			
3			
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GEORGIA PROFESSIONAL SURVEYOR

Travis Pruitt & Associates, Inc.

For The Firm  
Travis Pruitt & Associates, Inc.

FINAL PLAT

Ecco Park

Phase 2

1275 North Point Dr., Alpharetta, GA 30022

Land Lots 743 & 754 - 1st District - 2nd Section - City Of Alpharetta ~ Fulton County, GA

15 0 30 60 90 120

DATE: 11/24/2021
SCALE: 1" = 30'
LSV: FINAL PLAT
DN: 180082 FP PH 2
JN: 1-18-0082
FN: 116-C-3085
SHEET 7 OF 8



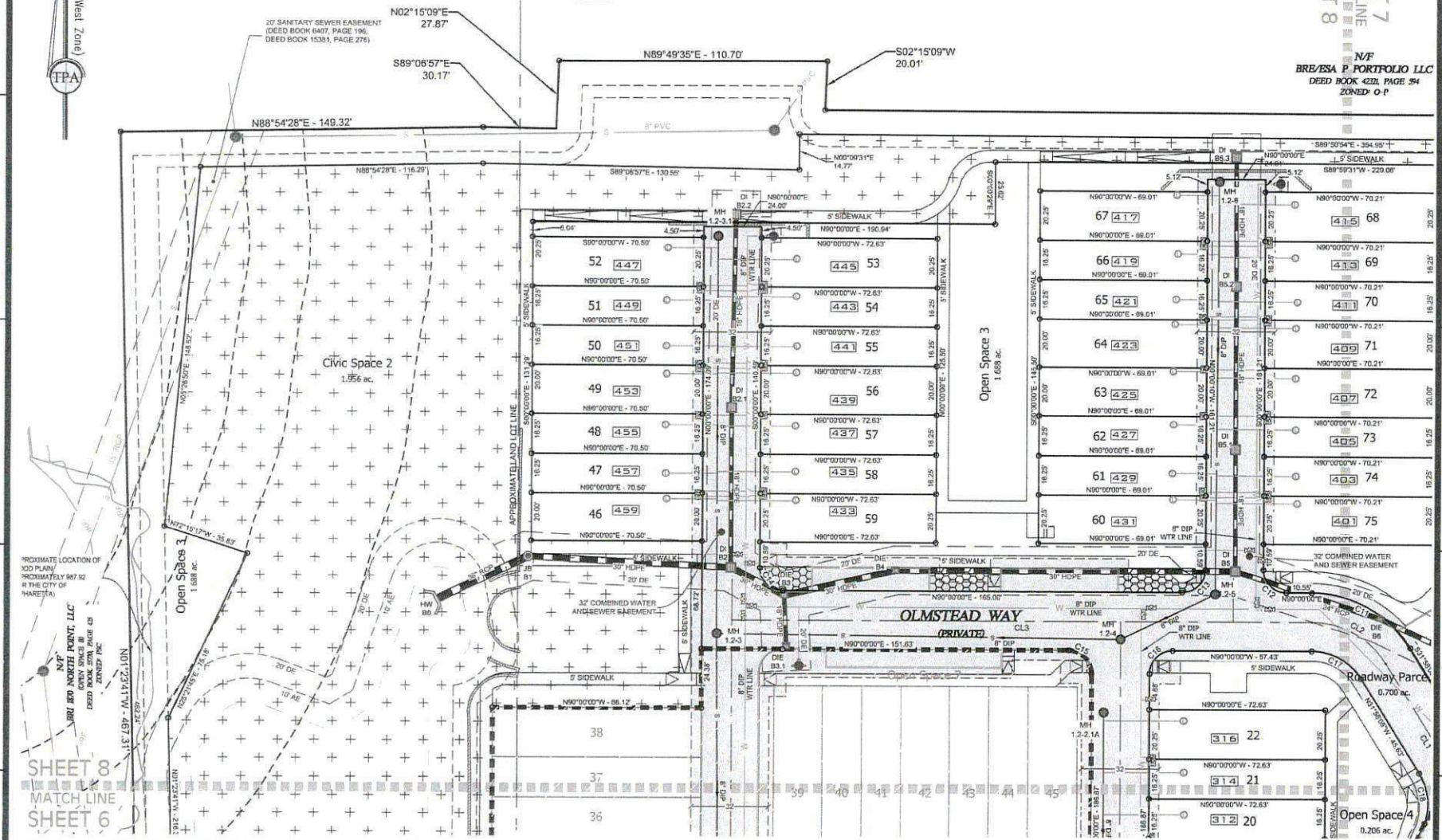
SHEET 7  
MATCH LINE  
SHEET 8

N/F  
BRE/ESA P. PORTFOLIO LLC  
DEED BOOK 422, PAGE 54  
ZONED O-P

Civic Space  
(Permanent Public  
Access Easement)

BIO PLANTER  
TREE WELL

Grid North (GA West Zone)



NO.	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			
6			
7			
8			



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Certificate of Authorization Number 613



For The Firm  
Travis Pruitt & Associates, Inc.

FINAL PLAT

Ecco Park

Phase 2

1275 North Point Dr., Alpharetta, GA 30022

Land Lots 743 & 754 ~ 1st District ~ 2nd Section ~ City Of Alpharetta ~ Fulton County, GA



DATE: 11/24/2021  
SCALE: 1" = 30'  
LSV: FINAL PLAT  
CN: 180082 FP PH 2  
JN: 1-18-0082  
FN: 116-C-3085  
SHEET 8 OF 8





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 22-0427

Meeting Date: 6/15/2022

### Department

Marshal

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

Request approval of the lowest responsible bidders - Marshal's Department, 22ITBC0412B-EF, Duty Gear and Uniforms in the total amount of \$28,000.00 with (A) Lawmen's Shooter's Supply, Inc (Titusville, FL) in the amount of \$3,000.00; (B) T & T Uniforms, Inc., (Smyrna, GA) in the amount of \$11,000.00; and, (C) Smyrna Police Distributors (Smyrna, GA) in the amount of \$14,000.00, to provide duty gear, uniforms and other related items for Fulton County Marshal's Department assigned employees on an "as needed" basis. Effective upon BOC approval through December 31, 2022, with two renewal options.

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

In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than \$49,999.99 shall be forwarded to the Board of Commissioners for approval.

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

Justice and Safety

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

### Summary & Background

**Scope of Work:** To provide duty gear and uniform services to Fulton County Marshal's Department to include employee selections, fit and quantities specified by department

**Community Impact:** To provide duty gear and uniform appearance representing and identifying

employees assigned to the Fulton County Marshal's Department

**Department Recommendation:** FC Marshal recommends approval. The recommendation for the awards were based on the lowest and responsive bidders per group of like items complying with the provisions of the ITB-Commodities. There was a total of 145 items (Line 36 was deleted).

Recommended Bidders	# Lowest Items	Awarded Line Items
T&T Uniforms, Inc	26	1,9,11, 27-32, 43,61,72,97,105,124-127,137-140, 142-145
Smyrna Police Dist, Inc	84	2-8,10,12,14-26,34,37-42,44-55, 60,65,66,68,71,73-79, 81-83,89,92-96, 98-104,106,107,117,119-121, 123,128-136
Lawmen's Shooters	30	13,33,35,56-59,62,64,67,69,70,80,84-88,90,91,108-114, 116,118,122
No Bid	5	36,63,115,141,146
<b>Total</b>	145	

**Project Implications:** Mission essential operational need for assigned employees.

**Community Issues/Concerns:** No known issues or concerns

**Department Issues/Concerns:** If these contracts are not approved, the Department will not be able to procurement replacement/new issue duty gear, uniforms and related items for assigned employees.

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

### Contract & Compliance Information

**Contract Value:** \$28,000.00

(A)

**Prime Vendor:** Lawmen's Shooter Supply, Inc.  
**Prime Status:** Non-Minority  
**Location:** Titusville, FL  
**County:** Brevard County  
**Prime Value:** \$3,000.00 or 100.00%  
**Subcontractor:** None

**Total Contract Value:** \$3,000.00 or 100.00%

**Total M/FBE Value:** \$0.00 or 0.00%

(B)

**Prime Vendor:** T & T Uniforms



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<b>Prime Status:</b>	<b>Non-Minority</b>
<b>Location:</b>	Smyrna, GA
<b>County:</b>	Cobb County
<b>Prime Value:</b>	\$11,000.00 or 100.00%
<b>Subcontractor:</b>	<b>None</b>

<b>Total Contract Value:</b>	\$11,000.00 or 100.00%
<b>Total M/FBE Value:</b>	\$0.00 or 0.00%

(C)

<b>Prime Vendor:</b>	<b>Smyrna Police Distributors</b>
<b>Prime Status:</b>	<b>Non-Minority</b>
<b>Location:</b>	Smyrna, GA
<b>County:</b>	Cobb County
<b>Prime Value:</b>	\$14,000.00 or 100.00%
<b>Subcontractor:</b>	<b>None</b>

<b>Total Contract Value:</b>	\$14,000.00 or 100.00%
<b>Total M/FBE Value:</b>	\$0.00 or 0.00%

<b>Grand Contract Total:</b>	<b>\$28,000.00 or 100.00%</b>
<b>Grand M/FBE Value:</b>	<b>\$0.00 or 0.00%</b>

### Exhibits Attached

Exhibit 1: Bid Tabulation Sheet

Exhibit 2: Contractor Performance Reports

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

Melissa Burke, Budget/Procurement Manager, Marshal 419, 404-612-9126

### Contract Attached

No

### Previous Contracts

No

### Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$28,000.00

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**Agenda Item No.:** 22-0427

**Meeting Date:** 6/15/2022

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**TOTAL:** \$28,000.00

**Fiscal Impact / Funding Source**

**Funding Line 1:**

100-419-P019-1455: General, County Marshal, Uniforms

**Funding Line 2:**

100-419-4191-1455: General, County Marshal, Uniforms

**Funding Line 3:**

100-419-4192-1455: General, County Marshal, Uniforms

**Funding Line 4:**

100-419-4202-1455: General, County Marshal, Uniforms

<b>Key Contract Terms</b>	
<b>Start Date:</b> Upon BOC approval	<b>End Date:</b> 12/31/2022
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b> TV renewal options

**Overall Contractor Performance Rating:** SPD-4.0; T&T-4.0; Lawmens-4.0

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

Yes

**Report Period Start:**  
1/1/2021

**Report Period End:**  
12/31/2021



# OFFICE OF THE MARSHAL FULTON COUNTY

Justice Center Building, Suite J-102  
160 Pryor Street S.W., Atlanta, Georgia 30303  
404-612-4441 Office / 404-335-5251 Fax

Maria McKee  
Marshal

## INTEROFFICE MEMORANDUM

**THRU:** Erica Fields, Procurement Officer

**FOR:** Felicia Strong-Whitaker, Director, Purchasing & Contract Compliance

**FROM:** Maria McKee, Marshal

A handwritten signature in black ink, appearing to be "M. McKee", is written over the "FROM" line.

**DATE:** 19 May 2022

**SUBJECT:** 2022 419-ITBC0412B-EF, Duty Gear & Uniforms

Director,

We have carefully reviewed the Bid Package/Tabulation Sheet of quotes presented for Duty Gear and Uniforms for the Marshal's Department.

We will use each of the responding vendors to service our duty gear and uniform needs as indicated below.

*Pre-Encumbrance total from **RQS 419-032422-738** is \$28,000 across 4 Commodity Lines. The amounts allocated to these commodity and accounting lines should be redistributed to the three selected vendors as indicated below. If needed, release the pre-encumbrance and Marshal Dept will TB applicable amounts as allocated below:*

Selected Vendor	Vendor Code	PO Amount	Funding Line
Lawmen's Shooter's Supply, Inc Titusville, FL	VS0000017766	\$3,000.00	100-419-4191-1455
T & T Uniforms Smyrna, GA	VS0000053420	\$11,000.00	100-419-4192-1455
Smyrna Police Distributors Smyrna, GA	SMYR666488-A	\$14,000.00	100-419-4202-1455
<b>TOTAL</b>		<b>\$28,000.00</b>	

FY2022 remaining budget availability limits PO total to \$28,000.

A SIRE transaction will be processed to request use of this ITB for FY2023 for projected total of \$50,000.00

Invoices should be mailed to:  
Fulton County Marshal Department,  
ATTN: Budget Manager  
160 Pryor Street, SW, Suite J102  
Atlanta, GA 30303

Point of Contact is Melissa Burke, Budget Manager.

A handwritten signature in blue ink, appearing to be "Melissa Burke", is written over the "Point of Contact" line. The date "5/19/22" is written next to the signature.



**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**GOODS AND COMMODITIES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
10/12/2021	12/31/2021	10/12/2021	12/31/2021
Purchaser Order Number		Purchase Order Date	
PO,650,21SC132096B-EF,1		10/12/2021	
Department			
Library			
Bid Number		Service Commodity	
		Read along Books by Vox	
Contractor			
Library Ideas			
<b>Performance Rating</b>			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
<input type="radio"/>	0	The vendor provided a quality product in a sufficient time frame. Personnel is highly qualified and knowledgeable about their goods and services.	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input type="radio"/>	3		
<input type="radio"/>	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/Change – On Time Completion Per Contract)	
<input type="radio"/>	0	Books are delivered on time and with the correct number of quantities.	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input type="radio"/>	3		
<input 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 type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)
<input type="radio"/>	0	The Library system is satisfied with the titles provided in the desired quantities.
<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 type="radio"/>	4	

Overall Performance Rating	4.00	Date	05/03/2022
Would you select/recommend this vendor again?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Jamar Parker		
Department Head Name:	Gayle Holloman		
Department Head Signature			

After you have completed filling out the form:

Submit the form to Purchasing

Print a copy of the form

Save the form

Submit

Print

Save



**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**GOODS AND COMMODITIES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
10/12/2021	12/31/2021	10/12/2021	12/31/2021
Purchaser Order Number		Purchase Order Date	
PO,650,21SC132096B-EF,1		10/12/2021	
Department			
Library			
Bid Number		Service Commodity	
		Read along Books by Vox	
Contractor			
Library Ideas			
<b>Performance Rating</b>			
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<input type="radio"/>	2		
<input type="radio"/>	3		
<input type="radio"/>	4		
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<input type="radio"/>	2		
<input type="radio"/>	3		
<input type="radio"/>	4		

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<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 type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)
<input type="radio"/>	0	The Library system is satisfied with the titles provided in the desired quantities.
<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 type="radio"/>	4	

Overall Performance Rating	4.00	Date	05/03/2022
Would you select/recommend this vendor again?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Jamar Parker		
Department Head Name:	Gayle Holloman		
Department Head Signature			

After you have completed filling out the form:

Submit the for to Purchasing

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**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**GOODS AND COMMODITIES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
10/12/2021	12/31/2021	10/12/2021	12/31/2021
Purchaser Order Number		Purchase Order Date	
PO,650,21SC132096B-EF,1		10/12/2021	
Department			
Library			
Bid Number		Service Commodity	
		Read along Books by Vox	
Contractor			
Library Ideas			
<b>Performance Rating</b>			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
<input type="radio"/>	0	The vendor provided a quality product in a sufficient time frame. Personnel is highly qualified and knowledgeable about their goods and services.	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input type="radio"/>	3		
<input type="radio"/>	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/Change – On Time Completion Per Contract)	
<input type="radio"/>	0	Books are delivered on time and with the correct number of quantities.	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input type="radio"/>	3		
<input 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 type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)
<input type="radio"/>	0	The Library system is satisfied with the titles provided in the desired quantities.
<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 type="radio"/>	4	

Overall Performance Rating	4.00	Date	05/03/2022
Would you select/recommend this vendor again?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Jamar Parker		
Department Head Name:	Gayle Holloman		
Department Head Signature			

After you have completed filling out the form:

Submit the form to Purchasing

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Save the form

Submit

Print

Save

\$167,642.00											\$ 3,000	\$ 11,000	\$ 14,000
											\$1,258.66	\$7,728.08	\$7,059.40
Line Item	Item Number	Manufacturer	Item Number	Brand Preference	UOM	Qty	Delivery Location	SELECTED BID PRICE TOTAL	SELECTED VENDOR	SELECTED BID PRICE	Lawmen's Shooters' Supply, Inc.	T & T	SPD
1	BALLISTIC VEST -2-piece concealable light-weight (less than .7 pounds) offering low-profile system (less than .15") with NIJ protection Level rating Type IIIA, w/ 2(two) Navy Blue covers and MIN 5 Year warranty, NIJ SPECS required	GH ARMOR	HELIXIIIA	NIJ SPECS required	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$20,625.00	T & T	\$825.00	NO BID	\$825.00	\$1,280.00
2	TACTICAL SOFTSHELL JACKET, TRU SPEC 24/7 SERIES #2454-BLK, BLACK; Patches -2 Shoulder & 1 Left Chest applied/Name Embroidered Right Chest	TRU SPEC	#2454-BLK	Tru Spec No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$2,250.00	SPD	\$90.00	NO BID	\$158.75	\$90.00
3	COLORBLOCK SOFTSHELL JACKET, BLAUER #4670-84, DARK NAVY W RED; Patches -2 Shoulder & 1 Left Chest applied/Name Embroidered Right Chest * RANGE STAFF ONLY*	BLAUER	#4670-84	Blauer No exceptions	EA	3	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$405.00	SPD	\$135	NO BID	\$158.75	\$135
4	PULLOVER SWEATER, NAVY W/EPAULETS & BADGE TAB, LIBERTY #140MNV	LIBERTY	140mnv	Liberty or equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,075.00	SPD	\$43.00	NO BID	\$54	\$43
5	TRUSPEC H20 PROOF 3-IN-1 JACKET with LINER, #2413 BLACK, 2.5 oz. 100% Tactical Nylon	TRU SPEC	#2413 BLACK	Tru Spec or equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$4,375.00	SPD	\$175	NO BID	\$215.95	\$175.00
6	REVERSIBLE RAIN JACKET w/HOOD-LONG, SAFETY FORCES #5003RCH3M (BLK/LIME)	RADIANS	#5003RCH3M	Safety Forces No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$2,625.00	SPD	\$105.00	NO BID	NO BID	\$105.00
7	REVERSIBLE RAIN JACKET w/ HOOD-SHORT, SAFETY FORCES #475RJ:H1 (BLK/LIME)	RADIANS	#475RJ:H1	Safety Forces No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,875.00	SPD	\$75.00	NO BID	NO BID	\$75.00
8	RAIN TROUSER, SAFETY FORCES #475PTD, BLACK	RADIANS	#475PTD	Safety Forces No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,125.00	SPD	\$45.00	NO BID	NO BID	\$45.00
9	NEOPRENE GLOVES, Damsacus Enforcer, BLACK	TRU SPEC	3803	Tru Spec or equal quality	pair	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$323.75	T & T	\$12.95	NO BID	\$12.95	\$20.00
10	SWAT GLOVES 5.11 GL1268, BLACK	5.11	GL1268	5.11 or equal quality	pair	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$500.00	SPD	\$20.00	NO BID	\$30.00	\$20.00
11	TRAFFIC GLOVES, Blauer gloves, G/1049, BLACK	HALTZ	HDT	Haltz or equal quality	pair	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$824.75	T & T	\$32.99	NO BID	\$32.99	\$34.00
12	COLD WEATHER GLOVES W/THERMOLITE LINING, ROTHCO #5469, BLACK	ROTHCO	#5469, BLACK	Rotcho or equal quality	pair	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$437.50	SPD	\$17.50	NO BID	\$22.00	\$17.50
13	GLOVE CARRIER, SAFARILAND, #33-4V, BLACK	Dutyman	3421	Safariland or equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$433.00	Lawmen's Shooters' Supply, Inc.	\$17.32	\$17.32	\$26.25	\$18.75
14	ANSI TRAFFIC VEST, PREMIER EMBLEM PV1006-Marshal front/back	PREMIER EMBLEM	PV1006-M	Premier of Emblem No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$850.00	SPD	\$34.00	NO BID	\$51.00	\$34.00
15	NEW: 5.11 STRYKE PANT (Charcoal)	5.11	74369-018	5.11 STRYKE or equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,875.00	SPD	\$75.00	NO BID	\$80.00	\$75.00
16	NEW: Men's 5.11 Tactical TacLite Pro Mens Ripstop Pants (Charcoal)	5.11	74273-018	5.11 TacLite No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,123.75	SPD	\$44.95	NO BID	\$55.00	\$44.95

Line Item	Item Number	Manufacturer	Item Number	Brand Preference	UOM	Qty	Delivery Location	SELECTED BID PRICE TOTAL	SELECTED VENDOR	SELECTED BID PRICE	Lawmen's Shooters' Supply, Inc.	T & T	SPD
17	NEW: Women's 5.11 Tactical TacLite Pro Women's Ripstop Pants (Charcoal)	5.11	64360-018	5.11 TacLite No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,123.75	SPD	\$44.95	NO BID	\$55.00	\$44.95
18	NEW: 5.11 STRYKE PANT (Green/Khaki)	5.11	74369-XX	5.11 TacLite No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,875.00	SPD	\$75.00	NO BID	\$80.00	\$75.00
19	Men's 5.11 Tactical TacLite Pro Mens Ripstop Pants (Green/Khaki)	5.11	74723	5.11 TacLite No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,123.75	SPD	\$44.95	NO BID	\$55.00	\$44.95
20	Women's 5.11 Tactical TacLite Pro Women's Ripstop Pants (Green/Khaki)	5.11	64360	5.11 TacLite No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,123.75	SPD	\$44.95	NO BID	\$55.00	\$44.95
21	SHIRT, 5.11 SNAG-FREE POLYESTER POLO, MEN, S/S ONLY w/mic clips/pen holders, BLACK w/RANK APPLIED	5.11	71049	5.11 No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,212.50	SPD	\$48.50	NO BID	\$59.00	\$48.50
22	SHIRT, 5.11 SNAG-FREE POLYESTER POLO, WOMEN, S/S ONLY w/mic clips/pen holders, BLACK w/RANK APPLIED	5.11	61165	5.11 No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,212.50	SPD	\$48.50	NO BID	\$59.00	\$48.50
23	SHIRT, 5.11 SNAG-FREE POLYESTER POLO, MEN, L/S ONLY w/mic clips/pen holders, BLACK w/RANK APPLIED	5.11	72049	5.11 No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,362.50	SPD	\$54.50	NO BID	\$64.00	\$54.50
24	SHIRT, 5.11 SNAG-FREE POLYESTER POLO, WOMEN, L/S ONLY w/mic clips/pen holders, BLACK w/RANK APPLIED	5.11	62408	5.11 No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,362.50	SPD	\$54.50	NO BID	\$64.00	\$54.50
25	SHIRT, 5.11 SNAG-FREE POLYESTER POLO, S/S ONLY WHITE, RED, GREY, ROYAL BLUE, MEN'S SIZE	5.11	71049	5.11 No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,448.75	SPD	\$57.95	NO BID	\$68.00	\$57.95
26	SHIRT, 5.11 SNAG-FREE POLYESTER POLO, S/S ONLY w/mic WHITE, RED, GREY, ROYAL BLUE, WOMEN'S SIZE	5.11	61165	5.11 No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,448.75	SPD	\$57.95	NO BID	\$68.00	\$57.95
27	TROUSERS - (MEN'S) FRENCH BLUE WITH STRAIGHT SIDE POCKETS, KEYSTONE BELT LOOPS, SECURITY TAB LEFT HIP POCKET, POLYESTER BLEND, SouthEAstern #9008	SouthEAstern	3900-26	Southeastern or Flying Cross or Elbeco	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,573.75	T & T	\$62.95	NO BID	\$62.95	NO BID
28	SHIRT - (MEN'S) DUTY -S/S POLYESTER, Zippered front closure with buttons, permanent military stitched crEAses, plEAted pockets with velcro secured flaps, hidden pencil compartment; shoulder epaulets, whistle chain loop or button, badge pin receiver; ELBECO Z3314N or comparable brand/quality, NAVY	ELBECO	Z3314N	Southeastern or Flying Cross or Elbeco	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$950.00	T & T	\$38.00	NO BID	\$38.00	\$39.00
29	SHIRT(MEN'S) DUTY -L/S POLYESTER, Zippered front closure with buttons, permanent military stitched crEAses, plEAted pockets with velcro secured flaps, hidden pencil compartment; shoulder epaulets, whistle chain loop or button; ELBECO Z3314N or comparable brand/quality, NAVY	ELBECO	Z3144N	Southeastern or Flying Cross or Elbeco	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,050.00	T & T	\$42.00	NO BID	\$42.00	\$42.00
30	SHIRT (WOMEN'S) DUTY S/S POLYESTER, Zippered front closure with buttons, permanent military stitched crEAses, plEAted pockets with velcro secured flaps, hidden pencil compartment; shoulder epaulets, whistle chain loop or button; ELBECO Z3314N or comparable brand/quality, NAVY	ELBECO	Z9314LCN	Southeastern or Flying Cross or Elbeco	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$950.00	T & T	\$38.00	NO BID	\$38.00	\$39.00
31	SHIRT (WOMEN'S) DUTY L/S POLYESTER, Zippered front closure with buttons, permanent military stitched crEAses, plEAted pockets with velcro secured flaps, hidden pencil compartment; shoulder epaulets, whistle chain loop or button; ELBECO Z3314N or comparable brand/quality, NAVY	ELBECO	Z9814LCN	Southeastern or Flying Cross or Elbeco	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,050.00	T & T	\$42.00	NO BID	\$42.00	\$42.00

Line Item	Item Number	Manufacturer	Item Number	Brand Preference	UOM	Qty	Delivery Location	SELECTED BID PRICE TOTAL	SELECTED VENDOR	SELECTED BID PRICE	Lawmen's Shooters' Supply, Inc.	T & T	SPD
32	TROUSERS - (WOMEN'S) FRENCH BLUE DUTY WITH STRAIGHT SIDE POCKETS, KEYSTONE BELT LOOPS, SECURITY TAB LEFT HIP POCKET, POLYESTER BLEND, FLYING CROSS #32247 (WOMEN'S), COMPARABLE TO FLYING CROSS OR BETTER IS ACCEPTABLE	FLYING CROSS	3900W-26	Southeastern or Flying Cross or Elbeco	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,573.75	T & T	\$62.95	NO BID	\$62.95	NO BID
33	NECKTIE, PREMIER, SAMUEL BROOME TIES, BLACK	PREMIER EMBLEM	PT1300/PT1301/PT1302/PT1303/PT1304	Premier of equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$122.75	Lawmen's Shooters' Supply, Inc.	\$4.91	\$4.91	\$6.00	\$7.00
34	EMBLEM FOOT LOOP "Y" SHIRT STAYS, 2-PACK PREMIER	PREMIER	P10015	Premier of equal quality	set	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$200.00	SPD	\$8.00	\$8.52	\$12.00	\$8.00
35	EMBLEM FOOT LOOP SHIRT STAY, 4-PACK PREMIER	PREMIER	P10003	Premier of equal quality	set	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$213.00	Lawmen's Shooters' Supply, Inc.	\$8.52	\$8.52	\$12.00	\$9.95
36	TIE TACK IF144B, 2" x 1/4" TACK/PIN WITH 11/16" COLOR GA SEAL COLORS- SILVERTONE AND GOLDTONE.	SMITH & WARREN			EA	1-5	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
37	5 STAR 1-PIECE CONSTRUCTED CAP, MIDWAY HATS, NAVY	MIDWAY	5-STAR	Midway No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,500.00	SPD	\$60.00	NO BID	NO BID	\$60.00
38	MESH CONSTRUCTED STRAP/BAND FOR MIDWAY 5 STAR CAP,	MIDWAY	CAP STRAP	Midway No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$300.00	SPD	\$12.00	NO BID	NO BID	\$12.00
39	RAIN HAT COVER W/BIB, MIDWAY	MIDWAY	RAINCAP COVER	Midway No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$525.00	SPD	\$21.00	NO BID	NO BID	\$21.00
40	FUR TROOPER HAT, MIDWAY TASLON CROWN WITH FAUX FUR-TRIMMED EAR FLAPS, NAVY	MIDWAY	FUR TROOPER	Midway No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$700.00	SPD	\$28.00	NO BID	NO BID	\$28.00
41	CLASSIC STYLE KNIT WATCH CAP WITH FOLD BRIM (NOT BEANIE STYLE), MACS	SANMAR	CP90	MACS or equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$200.00	SPD	\$8.00	NO BID	NO BID	\$80.00
42	DICKIE, BLACK, PADULA	PADULA	109-FCMD	Paudula or equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$300.00	SPD	\$12.00	NO BID	\$16.00	\$12.00
43	CREW- NECK T-SHIRT, JERZEES 29M	JERZEES	2000GL	Jersees or equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$125.00	T & T	\$5.00	NO BID	\$5.00	\$6.00
44	CONCEALED HOLSTER SHIRT, S/S, #1226(Black); #1225(White)	TRU SPEC	1226	5.11 OR TruSpec	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$998.75	SPD	\$39.95	NO BID	\$54.95	\$39.95
45	UNDERARMOR, T-SHIRT, S/S, #1216010,#1216007	UNDERARMOR	1216007-001	Underarmor or equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$550.00	SPD	\$22.00	NO BID	\$25.00	\$22.00
46	UNDERARMOR, T-SHIRT, L/S, #1248196	UNDERARMOR	1248917	Underarmor or equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$675.00	SPD	\$27.00	NO BID	\$30.00	\$27.00
47	CALF HIGH SOCKS, THORLO (2-pack)	THORLO	2PK	Thorlo or equal quality	PACK	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$250.00	SPD	\$10.00	NO BID	\$30.00	\$10.00

Line Item	Item Number	Manufacturer	Item Number	Brand Preference	UOM	Qty	Delivery Location	SELECTED BID PRICE TOTAL	SELECTED VENDOR	SELECTED BID PRICE	Lawmen's Shooters' Supply, Inc.	T & T	SPD
48	HEAVYWEIGHT CUSHIONED CREW SOCKS, BATES E11936270 (4PPACK)	BATES	E1170	Bates or equal quality	PACK	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$300.00	SPD	\$12.00	NO BID	\$31.00	\$12
49	MERINO WOOL CALF SOCKS	MERINO	SKS	Merino or equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$375.00	SPD	\$15.00	NO BID	\$32.00	\$15.00
50	DRESS SHOE, HIGH GLOSS OXFORD, BATES #22141/E22741, BLACK IN MEN'S & WOMEN'S	BATES	E22741/E22141	Bates no exceptions	pair	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,500.00	SPD	\$60.00	NO BID	\$79.95	\$60.00
51	DRESS BOOT, HIGH GLOSS CHUKKA ROCKY #00500-8, BLACK	ROCKY	500-8	Rocky no exceptions	pair	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,875.00	SPD	\$75.00	NO BID	\$106.00	\$75.00
52	UNDER ARMOUR 8" STELLAR BOOT, #1268951-001, BLACK	UNDERARMOR	UA	3024949	pair	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$2,000.00	SPD	\$80.00	NO BID	\$110.00	\$80.00
53	UNDER ARMOUR UA VALSETZ RTS, SIDE ZIP BOOT, BLACK	UNDERARMOR	UA	3023748/744	pair	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$2,375.00	SPD	\$95.00	NO BID	\$140.00	\$95.00
54	TACTICAL RESEARCH 6" KHYBER LIGHTWEIGHT TACTICAL BOOT, BELLEVILLE TR960Z, BLACK	TACTICAL RESEARCH	BELLEVILLE	TR960Z	pair	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$2,750.00	SPD	\$110.00	NO BID	\$144.00	\$110.00
55	VENDOR's BEST SELLER Boot, BLACK ( PLEASE SPECIFY)	VENDOR'S CHOICE	BELLEVILLE	MAXX6Z/8Z	PAIR	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$2,750.00	SPD	\$110.00	NO BID	NO BID	\$110.00
56	NAME PLATE, GOLD TONE REEVES #50	REEVES	SOLE	Reeves	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$261.00	Lawmen's Shooters' Supply, Inc.	\$10.44	\$10.44	\$16.00	\$15.00
57	SERVING SINCE ACCESSORY ON NAME PLATE, REEVES #Y/S	REEVES	YSLE	Reeves	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$248.25	Lawmen's Shooters' Supply, Inc.	\$9.93	\$9.93	\$16.00	\$15.00
58	"FCMD" COLLAR BRASS, BLACKINTON, #10 (GOLD TONE ONLY)	BLACKINTON	Custom	Blackinton	SET	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$588.75	Lawmen's Shooters' Supply, Inc.	\$23.55	\$23.55	\$37.70	\$25.50
59	COLLAR BRASS, BLACKINTON #11 RANK INSIGNIA TO BE SPECIFIED; Goldtone only-CPL, SGT, LT, CPT	BLACKINTON	J-Stock	Blackinton	SET	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$199.00	Lawmen's Shooters' Supply, Inc.	\$7.96	\$7.96	\$8.00	\$9.95
60	APPLY COLLAR SEW ON INSIGNIA, RANK TO BE SPECIFIED , SET, TO BE PROVIDED BY DEPT; Embroidered Rank-Patch Size 1"x1"; Appley pair per Shirt	SPD	Sew Patch	Provided by Dept	EA	25	161 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$50.00	SPD	\$2.00	NO BID	\$6.00	\$2.00
61	COLLAR BRASS, BLACKINTON #11-4STAR GENERAL; Goldtone	BLACKINTON		Blackinton	SET	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$450.00	T & T	\$18.00	\$19.95	\$18.00	\$21.00
62	COLLAR BRASS, BLACKINTON #11 RANK INSIGNIA TO BE SPECIFIED; Goldtone only-MAJ and CHIEF	BLACKINTON	J-Stock	Blackinton	SET	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$199.00	Lawmen's Shooters' Supply, Inc.	\$7.96	\$7.96	\$8.00	\$9.95

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63	LEATHER BACK-SUPPORT WITH KEEPERS, BW			BackUpBrace or equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
64	UNCLE MIKE'S ULTRA DUTY BELT, #7094-1-UM	UNCLE MIKE'S	7094-1	Uncle Mikes No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$756.50	Lawmen's Shooters' Supply, Inc.	\$30.26	\$30.26	\$61.00	\$39.00
65	VELCRO OVERBELT, SAFARILAND #94-4; Basketweave	SAFARILAND	94	Safariland no exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,475.00	SPD	\$59.00	NO BID	\$92.50	\$59.00
66	VELCRO UNDERBELT, SAFARILAND #99-4; Basketweave	SAFARILAND	99	Safariland no exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$812.50	SPD	\$32.50	NO BID	\$38.50	\$32.50
67	VELCRO KEEPERS, HIDDEN SNAP SAFARILAND #62-4-4HS; Basketweave	DUTYMAN	2421/4 (Velcro)	Safariland or equal quality	SET	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$367.75	Lawmen's Shooters' Supply, Inc.	\$14.71	\$14.71	\$29.50	\$19.00
68	MAGAZINE HOLDER, SAFARILAND, #77; Basketweave	SAFARILAND	77-383-48HS	Safariland no exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$29.00	SPD	\$725.00	NO BID	\$50.00	\$29.00
69	KEY RING, SAFARILAND #168-4; Basketweave	DUTYMAN	2021	Safariland or equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$352.75	Lawmen's Shooters' Supply, Inc.	\$14.11	\$14.11	\$22.50	\$16.00
70	SILENT KEY, RING, SAFARILAND #170-03	DUTYMAN	4221	Safariland or equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$352.75	Lawmen's Shooters' Supply, Inc.	\$14.11	\$14.11	\$32.50	\$22.75
71	BADGE CASE and ID HOLDER, STRONG #85300; FULTON COUNTY MARSHAL'S DEPARTMENT in recessed lettering on front flaps with neck chain	STRONG	85300	Strong no exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$625.00	SPD	\$25.00	NO BID	\$42.00	\$25.00
72	SWIVEL HANDCUFF KEY, ZAK, #ZT14	ZAK		ZAK or equal	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$162.50	T & T	\$6.50	NO BID	\$6.50	\$7.95
73	OC HOLDER, SAFARILAND, #38-4 STX (3.3 OZ. Can); Basketweave	SAFARILAND	38-4-48HS	Safariland no exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$600.00	SPD	\$24.00	NO BID	\$41.50	\$24.00
74	WHISTLE PREMIER, #P4916	PREMIER	P4916	Premier of equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$75.00	SPD	\$3.00	\$3.35	\$6.00	\$3.00
75	WHISTLE CHAIN, PREMIER,	PREMIER	GCS	Premier of equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$75.00	SPD	\$3.00	\$5.51	\$6.00	\$3.00
76	ASP BATON, #52611; Expandable Baton 21", 22", 26"	ASP	52611	ASP No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$3,025.00	SPD	\$121.00	NO BID	\$177.00	\$121.00
77	ASP BATON (AUTO-LOCK), #22611; Expandable 21", 22", 26"	ASP	22611	ASP No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$3,625.00	SPD	\$145.00	NO BID	\$226.00	\$145.00



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78	ASP BATON HOLDER, SAFARILAND, STX, Basketweave	SAFARILAND	35-F	Safariland	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$650.00	SPD	\$26.00	NO BID	\$35.50	\$26.00
79	ASP ROTATING SIDEBREAK SCABBARD FOR EXPANDABLE BATON, #52633 OR 52411	ASP	52633	ASP or Safariland No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,375.00	SPD	\$55.00	NO BID	\$68.00	\$55.00
80	COMPACT FLASHLIGHT, STREAMLIGHT, RECHARGEABLE, #75813; Stinger XT	STREAMLIGHT	75813	Streamlight Stinger No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$2,957.25	Lawmen's Shooters' Supply, Inc.	\$118.29	\$118.29	\$251.00	\$135.00
81	Streamlight 75813 Replacement Battery	STREAMLIGHT	75375	Streamlight Stinger No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$475.00	SPD	\$19.00	\$19.26	NO BID	\$19.00
82	STREAMLIGHT, #75175 Replacement Battery for Stinger	STREAMLIGHT	75375	Streamlight Stinger No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$475.00	SPD	\$19.00	\$24.54	NO BID	\$19.00
83	STINGER FLASHLIGHT HOLDER,STX- #22097; Basketweave	BIANCHI	22097	Streamlight Stinger No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$400.00	SPD	\$16.00	NO BID	\$20.25	\$16.00
84	STREAMLIGHT STRION LED FLASHLIGHT; W AC/12V DC 1 HOLDER #74301	STREAMLIGHT	74301	Streamlight Stinger No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$2,512.00	Lawmen's Shooters' Supply, Inc.	\$100.48	\$100.48	\$210.00	\$145.00
85	STREAmM LIGHT STRION LED Replacement Battery	STREAMLIGHT	74175	Streamlight Stinger No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$658.50	Lawmen's Shooters' Supply, Inc.	\$26.34	\$26.34	NO BID	\$27.00
86	HOLDER FOR STREAMLIGHT STRION LED; Basketweave	DUTYMAN	3121	Sarailand or equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$555.75	Lawmen's Shooters' Supply, Inc.	\$22.23	\$22.23	NO BID	\$26.00
87	Blackhawk Night-Ops, CF Flashlight Holder with Mod-U-Lok Attachment	BLACKHAWK	75GH00BK	Blackhawk or equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$347.75	Lawmen's Shooters' Supply, Inc.	\$13.91	\$13.91	NO BID	NO BID
88	STREAMLIGHT TLR-1, TACTICAL LED GUN LIGHT,#69260	STREAMLIGHT	69260	Streamlight Stinger No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$3,233.50	Lawmen's Shooters' Supply, Inc.	\$129.34	\$129.34	\$276.00	\$135.00
89	HOLSTER w/GUN LIGHT CUTOOUT, GLOCK 21, SAFARILAND, #6360-3832-481; Basketweave, LH, RH	SAFARILAND	6360-3832 481	Safariland No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$3,100.00	SPD	\$124.00	NO BID	\$176.00	\$124.00
90	HANDCUFFS, LINKED, PEERLESS #700 SERIES, #4710; Nickel, Black Oxide or Color Plated Blue	PEERLESS	4710	Peerless or Equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$684.00	Lawmen's Shooters' Supply, Inc.	\$27.36	\$27.36	\$37.70	\$26.75
91	HANDCUFFS, HINGED, PEERLESS #800 SERIES, #4801; Nickel, Black Oxide or Color Plated Blue	PEERLESS	4801	Peerless or Equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$913.00	Lawmen's Shooters' Supply, Inc.	\$36.52	\$36.52	\$53.10	\$37.50

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92	CLOSED HANDCUFF CASE, SAFARILAND #90-4HS; Basketweave	SAFARILAND	90-4HS	Safariland No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$668.75	SPD	\$26.75	NO BID	\$39.50	\$26.75
93	OPEN HANDCUFF CASE, SAFARILAND #090-18; Basketweave	SAFARILAND	090-18	Safariland No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$637.50	SPD	\$25.50	NO BID	\$36.50	\$25.50
94	HANDCUFFS, ASP Hinged TACTICAL, offer color options, #56132	ASP	56132	Safariland No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,200.00	SPD	\$48.00	NO BID	\$62.00	\$48.00
95	ASP Handcuff Cases for Hinge # 56131	ASP	56131	Safariland No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,200.00	SPD	\$48.00	NO BID	\$62.00	\$48.00
96	HANDCUFFS CASE, ASP TACTICAL, BLACK, #56136	ASP	56136	Safariland No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,00.00	SPD	\$40.00	NO BID	\$52.00	\$40.00
97	LEATHERMAN KICK MULTI-TOOL, ROTHCO LEATHERMAN #2991	ROTHCO	5255	Rotcho or equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$624.75	T & T	\$24.99	NO BID	\$24.99	NO BID
98	SEAT ORGANIZER, UNCLE MIKE, #UM5256 Portable Seat Organizer	UNCLE MIKE'S	52562/53561	Uncle Mikes or equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$925.00	SPD	\$37.00	NO BID	NO BID	\$37.00
99	TICKET CLIP BOARD HOLDER, SAUNDERS #s12206, Offer Black and Silver	SAUNDERS	12206	Saunders or equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$775.00	SPD	\$31.00	NO BID	NO BID	\$31.00
100	RECEIPT CLIP BOARD HOLDERS, SAUNDERS #10009, 10"H x 6-3/16"W x 1"D	SAUNDERS	11018	Saunders or equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$850.00	SPD	\$34.00	NO BID	NO BID	\$34.00
101	RECEIPT CLIP BOARD HOLDERS, SAUNDERS #10017, 12-1/4"H x 6-1/4" W x 3/4" D	SAUNDERS	10017	Saunders or equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$868.75	SPD	\$34.75	NO BID	NO BID	\$34.75
102	LETTER CLIP BOARD HOLDERS, SAUNDERS #21017, 14-1/2"H x 9/1/8" W x 1"D	SAUNDERS	21017	Saunders or equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$950.00	SPD	\$38.00	NO BID	NO BID	\$38.00
103	LEGAL CLIP BOARD HOLDERS, SAUNDERS #21018, 14-1/2"H 9-1/8"W x 1"D	SAUNDERS	21018	Saunders or equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,037.50	SPD	\$41.50	NO BID	NO BID	\$41.50
104	BACKPACK, 5.11 TACTICAL RUSH 24 BACKPACK, #58601-019 - BLACK	5.11	56561	5.11 or equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$2,125.00	SPD	\$85.00	NO BID	\$130.00	\$85.00
105	RADIO CARRIER, BIANCHI,#79145, Basketweave	BIANCHI	7314	Bianchi or equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,037.50	T & T	\$41.50	NO BID	\$41.50	\$41.50
106	HEARING PROTECTOR MUFF, PELTOR #RG-OTH-4	PELTOR	RG-OTH-4	Peltor or equal quality	EA	10	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$590.00	SPD	\$59.00	\$72.32	NO BID	\$59.00
107	OTIS TACTICAL GUN CLEANING SYSTEM, See GALLS Item #SA444, Otis MFG #750	HOPPE	PC038	Galls or equal quality	EA	10	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$270.00	SPD	\$27.00	NO BID	NO BID	\$27.00

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108	TACTICAL OUTERBELT, WEB/NYLON CONSTRUCTION, BLACKHAWK, #44B4_BK	BLACKHAWK	44B4_BK	Blackhawk No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$439.00	Lawmen's Shooters' Supply, Inc.	\$17.56	\$17.56	\$32.45	\$28.75
109	TACTICAL INNERBELT, WEB/NYLON CONSTRUCTION, BLACKHAWK, #44B1_BK	BLACKHAWK	44B1_BK	Blackhawk No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$336.50	Lawmen's Shooters' Supply, Inc.	\$13.46	\$13.46	\$24.95	\$23.00
110	TACTICAL BELTKEEPS, WEB/NYLON CONSTRUCTION, BLACKHAWK, #44B351BK	BLACKHAWK	44B351BK	Blackhawk No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$282.75	Lawmen's Shooters' Supply, Inc.	\$11.31	\$11.31	\$20.95	\$19.00
111	TACTICAL AMMO CLIP HOLDER, WEB/NYLON CONSTRUCTION, BLACKHAWK, #44A002BK	BLACKHAWK	44A002BK	Blackhawk No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$526.00	Lawmen's Shooters' Supply, Inc.	\$21.06	\$21.06	\$38.45	\$35.00
112	TACTICAL HANDCUFF CASE, WEB/NYLON CONSTRUCTION, SINGLE, BLACKHAWK, #44A100BK	BLACKHAWK	44A0100BK	Blackhawk No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$440.00	Lawmen's Shooters' Supply, Inc.	\$17.60	\$17.60	\$32.45	\$29.50
113	TACTICAL HANDCUFF CASE, DOUBLE, BLACKHAWK, #44A001BK	BLACKHAWK	44A001BK	Blackhawk No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$526.50	Lawmen's Shooters' Supply, Inc.	\$21.06	\$21.06	\$38.45	\$34.00
114	TACTICAL OC/MACE CASE, WEB/NYLON CONSTRUCTION, BLACKHAWK, #44A501BK	BLACKHAWK	44A501BK	Blackhawk No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$384.25	Lawmen's Shooters' Supply, Inc.	\$15.37	\$15.37	\$26.95	\$25.00
115	TACTICAL ASP BATON HOLDER, WEB/NYLON CONSTRUCTION, BLACKHAWK, #44A700BK	BLACKHAWK	44A700BK	Blackhawk No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
116	TACTICAL STINGER FLASHLIGHT HOLDER, WEB/NYLON CONSTRUCTION, BLACKHAWK, #44A203BK	BLACKHAWK	44A203BK	Blackhawk No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$468.25	Lawmen's Shooters' Supply, Inc.	\$18.73	\$18.73	\$22.45	\$31.00
117	TACTICAL HOLSTER, .45 cal; WEB/NYLON CONSTRUCTION, SAFARILAND, STX W/GUNLIGHT CUTOOUT; OFFER LEFT HAND AND RIGHT HAND	SAFARILAND	6360-3832-411	Safariland	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$3,100.00	SPD	\$124.00	NO BID	NO BID	\$124.00
118	TACTICAL/DUTY RADIO CARRIER, WEB/NYLON CONSTRUCTION, BLACKHAWK, #44A450BK	BLACKHAWK	44A450BK	Blackhawk No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$413.50	Lawmen's Shooters' Supply, Inc.	\$16.54	\$16.54	\$42.95	\$28.00
119	WAIST CHAINS, PEERLESS MODEL 700CTC-32 - DUAL RESTRAINT	PEERLESS	4785	Peerless or Equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$2,248.75	SPD	\$89.95	\$90.42	\$129.20	\$89.95
120	WAIST CHAINS, PEERLESS MODEL 7002C-OS - WAIST CHAIN -OVERSIZE HANDCUFFS; Oversized chains and cuffs	PEERLESS	4765	Peerless or Equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,900.00	SPD	\$76.00	\$77.23	\$96.20	\$76.00
121	LEG IRONS, S&W 1900, GALLS ITEM #RS024	PEERLESS	4740	S&W, Galls or Equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,100.00	SPD	\$44.00	\$46.55	NO BID	\$44.00

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122	OVERSIZE LEG IRON, PEERLESS MODEL 705C; OVERSIZE LEG IRON and CUFFS	PEERLESS	4750	Peerless or Equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$2,501.75	Lawmen's Shooters' Supply, Inc.	\$100.07	\$100.07	\$156.40	\$106.50
123	BLAUER Body Worn Camera CARRIERS IN BLACK AND NAVY	BLAUER	8375XP-BWR	Blauer no exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$3,150.00	SPD	\$126.00	NO BID	\$150.00	\$126.00
124	HOODED SWEAT-SHIRT, HANES, #562; Naby Blue, Marshal Department's 2-part Fitness Logo applied to Left Chest; Dept can provide photo of sample shirt/pants; offer sizes Small-5XL	HANES	SNAG-FREE, SS, VARIED COLORs	Hanes no exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$600.00	T & T	\$24.00	NO BID	\$24.00	NO BID
125	SWEATS-PANTS, HANES, #973; Navy Blue, Marshal Department's 2-part Fitness Logo applied to Left front Upperleg, Dept can provide photo of sample shirt/pans; off sizes Small-5XL	HANES	SNAG-FREE, SS, VARIED COLORs	Hanes no exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$550.00	T & T	\$22.00	NO BID	\$22.00	NO BID
126	FITNESS SHORTS, SPORT TEK POCKET; No Logo Application; offer sizes Small-5XL	SPORT TEK	SNAG-FREE, SS, VARIED COLORs	Sport Tek No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$300.00	T & T	\$12.00	NO BID	\$12.00	NO BID
127	FITNESS SHIRT, SPORT TEK; 2-part Fitness Logo applied to Left Chest; Dept can provide photo of sample shirt/pants; offer sizes Small-5XL	SPORT TEK	SNAG-FREE, SS, VARIED COLORs with applied LOGO	Sport Tek No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$350.00	T & T	\$14.00	NO BID	\$14.00	NO BID
128	NEW PROPPER WOMEN'S UNIFORM. POLO, S/S, - #F5383, Offer LAPD NAVY and COBALT BLUE; ; offer sizes XS thru 4XL.	PROPPER	SNAG-FREE, SS, VARIED COLORs with applied LOGO		EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$850.00	SPD	\$34.00	NO BID	\$46.50	\$34.00
129	NEW PROPPER WOMEN'S UNIFORM. POLO, L/S, - #F5396, Offer LAPD NAVY and COBALT BLUE; ; offer sizes XS thru 4XL.	PROPPER	SNAG-FREE, SS, VARIED COLORs with applied LOGO		EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$950.00	SPD	\$38.00	NO BID	\$51.50	\$38.00
130	PROPPER I.C.E. POLO, S/S, WOMEN's cut - #F5327, Offer LAPD NAVY and ROYAL BLUE; offer sizes Small thru 4XL or largest size available.	PROPPER	SNAG-FREE, SS, VARIED COLORs with applied LOGO		EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,050.00	SPD	\$42.00	NO BID	\$58.00	\$42.00
131	PROPPER I.C.E. POLO, L/S, WOMEN's cut - #F5357, Offer LAPD NAVY and ROYAL BLUE; offer sizes Small thru 4XL or largest size available.	PROPPER	SNAG-FREE, SS, VARIED COLORs with applied LOGO		EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,100.00	SPD	\$44.00	NO BID	\$62.00	\$44.00
132	NEW PROPPER MEN'S UNIFORM. POLO, S/S, - #F5355, Offer LAPD NAVY and COBALT BLUE; ; offer sizes XS thru 4XL.	PROPPER	SNAG-FREE, SS, VARIED COLORs with applied LOGO		EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$850.00	SPD	\$34.00	NO BID	\$46.50	\$34.00
133	NEW PROPPER MEN'S UNIFORM. POLO, L/S, - #F5356, Offer LAPD NAVY and COBALT BLUE; ; offer sizes XS thru 4XL.	PROPPER	SNAG-FREE, SS, VARIED COLORs with applied LOGO		EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$950.00	SPD	\$38.00	NO BID	\$51.50	\$38.00
134	PROPPER I.C.E. POLO, S/S, MEN's cut #5341 PIEase Provide, Offer LAPD NAVY; offer sizes Small thru 4XL or largest size available.	PROPPER	SNAG-FREE, SS, VARIED COLORs with applied LOGO		EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,050.00	SPD	\$42.00	NO BID	\$58.00	\$42.00
135	PROPPER I.C.E. POLO, L/S, MEN's cut #5315 PIEase Provide, Offer COBALT BLUE and LAPD NAVY; offer sizes Small thru 4XL or largest size available.	PROPPER	SNAG-FREE, SS, VARIED COLORs with applied LOGO		EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,175.00	SPD	\$47.00	NO BID	\$62.00	\$47.00
136	SWEATER, UNISEX, 2-POCKET, LONGER STYLE, CARDIGAN, BLACK, Tuff-Pil Plus 383; Offer sizes Small thru 4XL or largest size available. Provide costs for extended sizes, as applicable. Embroidered CIV Logo on Left Chest; CALEA Logo on Left Sleeve hem (Department will provide replica if not on file with vendor). Job Titles to be applied 1/2" above logo will be provided on order form	EDWARDS	7059-010	Tuff-Pil or eual quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,550.00	SPD	\$62.00	NO BID	NO BID	\$62.00

Line Item	Item Number	Manufacturer	Item Number	Brand Preference	UOM	Qty	Delivery Location	SELECTED BID PRICE TOTAL	SELECTED VENDOR	SELECTED BID PRICE	Lawmen's Shooters' Supply, Inc.	T & T	SPD
137	SWEATER, DEVON & JONES LADIES' V-NECK #D475W, LAPD NAVY, Offer sizes Small thru 4XL or largest size available. Embroidered CIV Logo on Left Chest; CALEAL Logo on Left sleeve hem (Department will provide replica if not on file with vendor). Job Titles to be applied 1/2" above logo will be provided on order form	DEVON & JONES	D475W	Devon & Jones No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,612.50	T & T	\$64.50	NO BID	\$64.50	NO BID
138	SWEATER, DEVON & JONES MEN'S V-NECK #D475, LAPD NAVY, Offer sizes Small thru 4XL or largest size available. Embroidered CIV Logo on Left Chest; CALEAL Logo on Left sleeve hem (Department will provide replica if not on file with vendor). Job Titles to be applied 1/2" above logo will be provided on order form	DEVON & JONES	D475	Devon & Jones No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,612.50	T & T	\$64.50	NO BID	\$64.50	NO BID
139	LADIES JACKET: ASH CITY-NORTH END ' TECHNO LITE, Item #78032, (UNLINED) Embroidered CIV Logo on Left Chest; CALEA Logo on Left sleeve hem (Department will provide replica if not on file with vendor). LAPD NAVY, Offer sizes Small thru 4XL or largest size available. Job Titles to be applied 1/2" above logo will be provided on order form.	ASH CITY - NORTH END	78032	Ash City-North End	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,512.50	T & T	\$60.50	NO BID	\$60.50	NO BID
140	MEN'S JACKET: ASH CITY-NORTH END TECHNO LITE, Item #88083, (UNLINED) Embroidered CIV Logo on Left Chest; CALEA Logo on Left sleeve hem (Department will provide replica if not on file with vendor). LAPD NAVY, Offer sizes Small thru 4XL or largest size available. Job Titles to be applied 1/2" above logo will be provided on order form.	ASH CITY - NORTH END	88083	Ash City-North End	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,512.50	T & T	\$60.50	NO BID	\$60.50	NO BID
141	JACKET, TRI MOUNTAIN 8480 Conqueror, (NO SUBSTITUTIONS NAVY/GREY(LINED), Offer sizes Extra Small thru 6XL or largest size available.	TRI MOUNTAIN	8480 CONQUEROR		EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
142	DRESS SHIRT, BLUE GENERATIONS, ROYAL BLUE, S/S, MEN, #7216S; offer sizes Extra Small thru 5XL. Provide costs for extended sizes, as applicable. Embroidered CIV Logo (Department will provide replica if not on file with vendor) on Left Chest; CALEA logo sewn just above top stitch hem of Left S/S; Job Title to be applied 1/2" above logo will be provided on order form	BLUE GENERATIONS	7216S, with applied LOGO	Blue Generations No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,300.00	T & T	\$52.00	NO BID	\$52.00	NO BID
143	DRESS SHIRT, BLUE GENERATIONS, ROYAL BLUE, S/S, WOMEN, #6216S; offer sizes Small thru 4XL. Embroidered CIV Logo (Department will provide replica if not on file with vendor) on Left Chest; CALEA logo sewn just above top stitch hem of Left S/S; Job Titles to be applied 1/2" above logo will be provided on order form	BLUE GENERATIONS	6216S, with applied LOGO	Blue Generations No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,300.00	T & T	\$52.00	NO BID	\$52.00	NO BID
144	DRESS SHIRT, BLUE GENERATIONS, ROYAL BLUE, L/S, WOMEN, #6216L; offer sizes Small thru 4XL. Embroidered CIV Logo (Department will provide replica if not on file with vendor) on Left Chest; CALEA logo sewn just above top snitch hem of Left S/S; Job Titles to be applied 1/2" above logo will be provided on order form	BLUE GENERATIONS	6216L, with applied LOGO	Blue Generations No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,325.00	T & T	\$53.00	NO BID	\$53.00	NO BID
145	DRESS SHIRT, BLUE GENERATIONS, ROYAL BLUE, L/S, MEN, #7216L, ; offer sizes Extra Small thru 5XL. Embroidered CIV Logo (Department will provide replica if not on file with vendor) on Left Chest, CALEA Logo on Left sleeve cuff, Job Titles to be applied 1/2" above logo will be provided on order form	BLUE GENERATIONS	7216L, with applied LOGO	Blue Generations No exceptions	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	\$1,325.00	T & T	\$53.00	NO BID	\$53.00	NO BID
146	NEW BACKPACK : Maxpedition Prepared Citizen Classic v2.0 Backpack, Color: Dark Blue or Gray	Maxpedition		Maxpedition or equal quality	EA	25	160 Pryor Street, SW, Suite J-102, Atlanta, GA 30303	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 22-0428

**Meeting Date:** 6/15/2022

### Department

Police

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

Request approval of a statewide contract - Police Department, SWC 99999-SPD-NVPWA06913-0004, Public Safety Two-Way Radios in the amount of \$60,362.94 with Motorola Solutions, Inc. (Fayetteville, GA) to provide portable radios and accessories. Effective upon BOC approval. This is a one-time procurement. 100% grant funded.

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

In accordance with Purchasing Code Section 102-459, requests for approval of statewide contracts of more than \$49,999.99 shall be forwarded to the Board of Commissioners for approval.

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

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

This request is for the purchase of 11 portable radios and accessories for the Fulton County Police Department. These portable radios will be used by police officers in the field to assist in conducting patrol activities and in responding to 911 service calls.

**Community Impact:** Procurement will provide the department with an inventory of reliable portable radios and accessories for use in responding to 911 calls for service.



**Department Recommendation:** Recommend approval of this agenda item.

**Project Implications:** There are no project implications.

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

Exhibit 1: Statewide Information Sheet

Exhibit 2: Contractors Performance Report

Exhibit 3: Quote- Motorola Solutions, Inc.

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

W. Wade Yates, Chief of Police, Police Department, 404-613-5705

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$60,362.94
TOTAL:	\$60,362.94

**Grant Information Summary**

Amount Requested: \$60,362.94

Match Required:

☐ Cash  
☐ In-Kind

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**Agenda Item No.:** 22-0428

**Meeting Date:** 6/15/2022

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**Start Date:** 10/1/2018

☐ Approval to Award

**End Date:** 09/30/2022

☐ Apply & Accept

**Match Account \$:**

## **Fiscal Impact / Funding Source**

### **Funding Line 1:**

461-320-JG19-1408: Grants, Police, Justice Assistance Grant FY19, Equipment Non-Capitalizable, \$60,362.94

<b>Key Contract Terms</b>	
<b>Start Date:</b> Upon BOC Approval	<b>End Date:</b> 9/30/3022
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b> N

**Overall Contractor Performance Rating:** 3.8

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

Yes

**Report Period Start:**  
1/1/2022

**Report Period End:**  
5/25/2022

**CONTRACT AMENDMENT # 2****EXTENSION#2**

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

<b>STATE OF GEORGIA CONTRACT</b>	
<b>State Entity's Name:</b>	<b>Department of Administrative Services</b>
<b>Contractor's Full Legal Name:</b>	<b>Motorola Solutions, Inc</b>
<b>Contract No.:</b>	<b>99999-SPD-NVPWA06913-0004</b>
<b>Solicitation Title/Event Name:</b>	<b>Public Safety Two-Way Radios</b>
<b>Contract Award Date:</b>	<b>1/28/2019</b>
<b>Current Contract Term:</b>	<b>01/01/2022 – 03/31/2022</b>

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

**CONTRACT EXTENSION.** The parties hereby agree that the contract will be amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the State Entity to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

1. Extended for an additional period of time as follows:

<b>CONTRACT TERM</b>	
<b>Beginning Date Contract Term:</b>	April 1, 2022
<b>End Date of Contract Term:</b>	December 31, 2022

CONTRACT NUMBER: 99999-SPD-NVPWA06913-0004

**2. SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.


**3. ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed by their authorized representatives.

**CONTRACTOR**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	Motorola Solutions, Inc
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Scott Adler Vice President Southeast Region
<b>Date:</b>	December 13, 2021
<b>Company Address:</b>	2300 Lakeview Parkway Suite 700 Alpharetta, GA 30009

**STATE ENTITY**

<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Jim Barnaby Deputy Commissioner State Purchasing Division
<b>Date:</b>	12/27/2021
<b>Company Address:</b>	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010



**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**


**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
01/01/2022	05/25/2022		
Purchaser Order Number		Purchase Order Date	
22134417B-EF			
Department			
Fulton County Police Department			
Bid Number	Service Commodity		
	Portable Radios & Accessories		
Contractor			
Motorola			
<b>Performance Rating</b>			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
<input type="radio"/> 0	Comments Motorola has quality radios and products but we are having issues with the microphone cords splitting in half. Orders are always correct and the personnel working there is very prompt with any requests we have.		
<input type="radio"/> 1			
<input type="radio"/> 2			
<input checked="" type="radio"/> 3			
<input type="radio"/> 4			
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
<input type="radio"/> 0	Comments Motorola and its staff are excellent with getting orders shipped to us quickly and responding the same day with inquiries.		
<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 Lavinia Miller with Motorola is very professional and answers all inquiries quickly. If there are any problems or questions she lets us know right away.
<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	Comments Motorola provides correct invoicing and fills all orders correctly the first time. We are very satisfied with their services.
<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	Comments Lavinia Miller with Motorola is very knowledgeable about the products they sell and she usually responds the same day with any order requests.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	3.80	Date	5/25/2022
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Lieutenant Nicole Dwyer		
Department Head Name:	Chief W. Wade Yates		
Department Head Signature			

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

Submit

Print

Save



**QUOTE-1754940**

**Billing Address:**

FULTON COUNTY POLICE  
130 PEACHTREE ST SW  
ATLANTA GA, 30303

**Quote Date:** 2022-05-11

**Expiration Date:** 2022-08-09

**Quote**

Livinia Miller

liviniamiller@motorolasolutions.com

**Customer:** FULTON COUNTY POLICE DEPT

**Currency:**

**Terms and Conditions:** Georgia State Contract

Line #	Item Number	Description	Quantity	Unit List Price	Discount %	Unit Sale Price	Ext. Sale Price
	APX™ 6000 Series						
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE.	11	\$3,595.00	35.00%	\$2,336.75	\$25,704.25
1a	H869BZ	ENH: MULTIKEY.	11	\$363.00	35.00%	\$235.95	\$2,595.45
1b	Q361AR	ADD: P25 9600 BAUD TRUNKING.	11	\$330.00	35.00%	\$214.50	\$2,359.50
1c	Q58AL	ADD: 3Y ESSENTIAL SERVICE.	11	\$121.00	0.00%	\$121.00	\$1,331.00
1d	QA00580AC	ADD: TDMA OPERATION.	11	\$495.00	35.00%	\$321.75	\$3,539.25
1e	QA09001AB	ADD: WIFI CAPABILITY.	11	\$330.00	35.00%	\$214.50	\$2,359.50
1f	H38BT	ADD: SMARTZONE OPERATION.	11	\$1,320.00	35.00%	\$858.00	\$9,438.00
1g	QA07682AA	ADD: SMARTCONNECT.	11	\$0.00	0.00%	\$0.00	\$0.00
1h	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION.	11	\$567.00	35.00%	\$368.55	\$4,054.05
1i	Q629AK	ENH: AES ENCRYPTION AND ADP.	11	\$523.00	35.00%	\$339.95	\$3,739.45
	Standalone Items						



2	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG.	11	\$169.56	27.00%	\$123.78	\$1,361.58
3	NMN6274B	RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION.	11	\$397.98	27.00%	\$290.53	\$3,195.83
4	PMLN7904A	CASE,APX6000 CC 2.75 SWLBL TIA BATTERY.	11	\$85.32	27.00%	\$62.28	\$685.08
Programming Service Not Included						<b>Net Total</b>	<b>\$60,362.94</b>





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0431

**Meeting Date:** 6/15/2022

---

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

Presentation of Proclamations and Certificates.

Proclamation recognizing "DUI Treatment Court Appreciation Day." **(Pitts)**

Proclamation recognizing "Atlanta Fire Rescue Memorial Appreciation Day." **(Hall)**

Proclamation recognizing "Pride Month." **(Hall)**

Proclamation recognizing "Project You First Appreciation Day." **(Hall)**

Proclamation recognizing "Family Food Fest Appreciation Day." **(Arrington)**

Proclamation recognizing "The Girl Greatness Rites of Passage Experience Appreciation Day." **(Abdur-Rahman)**

Proclamation recognizing "Women Veterans Appreciation Day." **(Abdur-Rahman)**

Proclamation recognizing "World Elder Abuse Awareness Day." **(Abdur-Rahman)**





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0433

**Meeting Date:** 6/15/2022

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### 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

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**Agenda Item No.:** 22-0434

**Meeting Date:** 6/15/2022

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### Department

Purchasing & Contract Compliance

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

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

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

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

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

Yes



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

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

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

10            **WHEREAS**, on February 24, 2021, President Joseph Biden extended the  
11 “Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus  
12 Disease (COVID-19) Outbreak”; and

13            **WHEREAS**, on February 18, 2022, President Biden again extended the national  
14 emergency declaration; and

15            **WHEREAS**, the pandemic is ongoing, and Fulton County continues to have a great  
16 need for emergency vehicles to remain in place to allow the County to access COVID -  
17 19 response services and equipment as necessary to provide appropriate responses as  
18 the COVID – 19 pandemic continues to cause significant risk to public health and safety;  
19 and

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

23            **WHEREAS**, on March 18, 2020, the Board of Commissioners (“BOC”) passed  
24 Resolution No. 20-0237 authorizing the Chairman and the County Manager to execute  
25 any documents, including but not limited to, contracts, memorandums of understanding,

1 or declarations necessary to ensure the maintenance of critical governmental functions  
2 during the pandemic; and

3 **WHEREAS**, this authority granted to the Chairman and County Manager, as  
4 extended, expires on June 15, 2022; and

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

15 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby  
16 extends the time-period of COVID-19 related emergency purchasing authority to the  
17 County Manager and Chairman until July 13, 2022.

18 **FURTHER, BE IT RESOLVED**, that the Chairman or the County Manager are  
19 hereby authorized to execute any documents, including but not limited to contracts,  
20 memorandums of understanding, or declarations necessary to ensure the maintenance  
21 of critical governmental functions.

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

**PASSED AND ADOPTED** by the Board of Commissioners of Fulton County, this  
\_\_\_\_ day of \_\_\_\_\_, 2022.

**FULTON COUNTY BOARD OF  
COMMISSIONERS**

**SPONSORED BY:**

\_\_\_\_\_  
Chairman Robert L. Pitts

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

P:\CALegislation\BOC\Resolutions\2022 Resolutions\6.15.22 Resolution COVID19 Chairman and CM Authority.docx





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0435

**Meeting Date:** 6/15/2022

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### Department

Purchasing & Contract Compliance

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

Request approval to award a contract without competition - Purchasing & Contract Compliance, 14RFP721B-WL, Small Business Market Availability Study, in an amount not to exceed \$54,500.00 with Keen Independent Research, LLC (Denver, CO), to assist Fulton County in performing an evaluation of the current Small Business Enterprise (SBE) Program prior to the December 31, 2022, sunset of the Program. Keen Independent conducted the 2016 Small Business Study that led the County to adopt the SBE Program which includes a provision that requires periodic review and analysis of the Program to determine if adjustments need to be made prior to its sunset. The review period is 2017 through 2021. 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-.84, 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)*

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

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

**Scope of Work:** To assist the County in performing an evaluation of the current Small Business Enterprise (SBE) Program prior to the December 31, 2022 sunset of the program. This assessment will help the County to determine whether it should (a) reauthorize the Program as is, (b) refine the ordinance that authorizes the program, or (c) allow the Program to expire. Keen Independent conducted the 2016 Small Business Study that led the County to adopt the SBE Program which includes a provision that requires periodic review and analysis of the Program to determine if adjustments need to be made prior to its sunset .

The availability/market analysis study will provide the statistical evidence and detailed work plan in order to develop, adopt and support a goal based small business program which will comply with the requirements of the U.S. Constitution, federal case law and federal statutes. As Keen was the organization that conducted the study in 2016, it has prior information and experience to conduct this evaluation within the short available window before sunset on December 31, 2022.

**Community Impact:**

**Department Recommendation:** Recommends approval.

**Project Implications:** The Program will sunset on December 31, 2022 if no action is taken.

**Community Issues/Concerns:** The County is committed to encouraging small businesses to actively seek bid opportunities with the County as either a prime contractor or subcontractor and recognizes that small business enterprises are essential to a competitive economy and may need assistance competing for County contracts.

**Department Issues/Concerns:** To ensure the Program continues by conducting an updated assessment of the program.

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

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

<b>Contract Value:</b>	<b>\$54,500.00</b>
<b>Prime Vendor:</b>	<b>Keen Independent Research, LLC</b>
<b>Prime Status:</b>	<b>Non-Minority</b>
<b>Location:</b>	<b>Denver, CO</b>
<b>County:</b>	<b>Denver County</b>
<b>Prime Value:</b>	<b>\$34,018.90 or 62.42%</b>
<b>Subcontractor:</b>	<b>Holland &amp; Knight</b>
<b>Sub Status:</b>	<b>Non-Minority</b>
<b>Location:</b>	<b>Atlanta, Georgia</b>
<b>County:</b>	<b>Fulton County</b>
<b>Subcontractor Value:</b>	<b>\$TBD</b>

**Subcontractor:** DEBLAR & Associates  
**Sub Status:** Female Business Enterprise  
**Location:** Austell, GA  
**County:** Cobb County  
**Subcontractor Value:** \$TBD

**Total Contract Value:** \$54,500.00 or 100.00%  
**Total MFBE Value:** \$TBD

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

Exhibit 1: Scope of Work and Cost Proposal  
Exhibit 2: Contractor Performance Report

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

Felicia Strong-Whitaker, Chief Purchasing Agent, Purchasing & Contract Compliance, (404) 612-5800

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$0.00  
Previous Adjustments: \$0.00  
This Request: \$54,500.00  
TOTAL: \$54,500.00

**Grant Information Summary**

Amount Requested:	<input type="checkbox"/>	Cash
Match Required:	<input type="checkbox"/>	In-Kind
Start Date:	<input type="checkbox"/>	Approval to Award
End Date:	<input type="checkbox"/>	Apply & Accept
Match Account \$:		



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

100-230-2301-1160: General, Purchasing & Contract Compliance, Professional Services

**Key Contract Terms**

<b>Start Date:</b> Effective upon BOC approval	<b>End Date:</b> 12/31/2022
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b> None

**Overall Contractor Performance Rating:**

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

Yes

**Report Period Start:**  
1/1/2016

**Report Period End:**  
12/31/2016



- Research
- Analysis
- Strategy
- Implementation

701 N. 1st St.  
Phoenix AZ 85004  
■  
(303) 385-8515

100 Fillmore St., 5th Fl.  
Denver CO 80206  
■  
keenindependent.com

May 25, 2022

Felicia Strong-Whitaker  
Mario Avery  
Department of Purchasing & Contract Compliance  
Fulton County  
Atlanta GA

### Re: SBE Program Evaluation

Dear Felicia and Mario:

As requested, Keen Independent Research (Keen Independent) prepared a proposal to assist the County in evaluating its Small Business Enterprise (SBE) Program prior to the December 31, 2022, sunset of the program. This assessment will help the County determine whether it should (a) reauthorize the program as is, (b) refine the ordinance that authorizes the program, or (c) allow the program to expire.

Keen Independent conducted the 2016 Small Business Study that led the County to adopt the SBE Program ordinance in 2016. With Holland & Knight, Keen Independent assisted in drafting the original ordinance.

It is opportune to examine strengths and weaknesses of the program. Also, the County has added targeted assistance to minority- and woman-owned firms since adoption of the SBE Program. The review can examine how well the two programs work together to assist small minority- and woman-owned firms.

As described in the attached document, Keen Independent proposes to evaluate the SBE Program and recommend future actions concerning the program. We will deliver a draft report in September, assuming a June start date. That schedule allows time for the County to consider results and any proposed changes to the ordinance well in advance of program expiration. Our contract could extend through the end of 2022 to be able to answer any questions that might arise. The fixed-priced budget is \$54,500. The team includes Holland & Knight to assist with any proposed changes in language of the ordinance and Dr. Debra King of DEBLAR & Associates, Inc. to interview a sample of program participants. (DEBLAR is a local small, minority, woman-owned business.)

We are Principals of Keen Independent and will be leading this project. Additional information and team member bios can be found at [www.keenindependent.com](http://www.keenindependent.com). We look forward to working with you.

Sincerely,

A blue ink signature of David J. Keen.

David J. Keen  
Principal

A blue ink signature of Annette Humm Keen.

Annette Humm Keen  
Principal

# Proposal to Evaluate the Fulton County SBE Program

## Background

The SBE Program includes a provision (Sec. 102-449.14) calling for periodic review and analysis of the program to determine if adjustments need to be made prior to its sunset. The proposed evaluation will perform such a review and analysis, to be completed in fall 2022. It will help the County determine whether it should (a) reauthorize the program as is, (b) refine the ordinance that authorizes the program, or (c) allow the program to expire.

## Scope of Work

**1. Project management and communications.** Keen Independent will collaborate with the County project manager throughout the study to ensure effective communication and project management.

- **Task 1-a. Project initiation.** Keen Independent will hold a virtual project kick-off meeting with the County project manager and other key County staff. Keen Independent staff (the “study team”) will provide an overview of the project, including proposed timelines and deliverables.

Keen Independent assumes a late June 2022 start date but can adjust the timeframe to suit the County’s needs.

- **Task 1-b. Monthly project management.** Once a month, the study team will meet with the County project manager (virtually) to discuss study progress and coordination. Keen Independent will also submit a monthly written progress report, which reports completion of each study task by percentage, narrative explanation and notation of any issues or challenges.

**2. Review of existing reports and other documentation of program operation.** Keen Independent will review current SBE utilization reports and other documents pertaining to program operation. The study team will examine how SBE contract goals are set, whether the SBE reserve program has been used, how SBE firms are recruited into the program, and acceptance of certifications demonstrating SBE status.

Task 2 will examine:

- Small business assistance efforts the County has delivered under the program (including those under Sec. 102-449 and Sec. 102-449.10 of the ordinance);
- Contract goal-setting processes and methods to assess whether a bidder has made a good faith effort to meet a contract goal (under Sec. 102-449.2, Sec. 102-449.7 and Sec. 102-449.8 of the ordinance);
- Whether the County maintains an SBE directory (under Sec. 102-449.6 of the ordinance);
- How other elements of the program have been implemented; and
- How operation of the SBE Program is coordinated with the County’s MFBE program and its operation of the Federal DBE Program.

This task will include review of existing documents and meetings with staff responsible for the above activities. Keen Independent will also examine the participation of SBEs by race, ethnicity and gender.

**3. Obtaining external perspectives of program strengths and weaknesses and needs to assist small businesses.** In Task 3, Keen Independent will compile and analyze qualitative information regarding needs for small business assistance in the Atlanta marketplace and any insights from businesses and others about the County's implementation of the program and need for the program.

This assessment will help Keen Independent review whether the need for the program identified in 2016 continues today.

- Keen Independent will begin by compiling and summarizing information from disparity studies in the Atlanta area since 2016 that have examined small business assistance needs. We plan to review the County's recent Griffin & Strong disparity study as part of this work.
- The study team will develop an email survey or virtual workshop where interested businesses can provide input on County contracting and procurement, including comments about whether an SBE program continues to be needed.
- Dr. King from DEBLAR & Associates will interview a sample of contractors, consultants and other vendors in the Atlanta metro area (small businesses and other businesses) that may have knowledge or experience with the program or have perspectives concerning barriers for small businesses, including minority- and woman-owned companies. We propose 8 to 10 such interviews.
- Keen Independent will compile and analyze other information concerning small businesses in the Atlanta marketplace that may be pertinent to this study.
- The study team will also review the operation of other SBE programs in the Atlanta metro area, and if successful, key reasons for that success.

**4. Development of conclusions and recommendations.** Keen Independent and Holland & Knight will synthesize results from the above tasks to develop overall conclusions. The study team will then recommend actions for improving or potentially discontinuing the current SBE program.

Any recommendations for improvements will identify specific portions of the ordinance that might be refined or expanded. We will draft specific changes in ordinance language, as necessary.

**5. Reports and presentations.** Keen Independent will prepare a report and presentation summarizing study methods, results and recommendations.

We have budgeted for a virtual presentation of study results to County leadership. (If needed, we can make an in-person presentation to be compensated on a time and materials basis.)

## Project Management

David Keen, Principal and Annette Humm Keen, Principal, will manage this project. Keith Wiener from Holland & Knight and Dr. Debra King of DEBLAR & Associates will participate as subconsultants to Keen Independent.

## Schedule

We propose about three-month schedule to deliver a draft report (delivery by Sept. 15, 2022, assuming a start date around June 7), but are flexible in this timing.

Based on a two-week review by the County, we can deliver a final report by October 7, 2022. We propose that the contract extend through Dec. 31, 2022, so that the study team is available to answer any questions as they arise.

## Budget

Keen Independent proposes a fixed-price budget of \$54,500 to perform this work. We would bill each month on a percentage complete basis.

Task	Budget total
1. Project management and communication	\$ 12,150
2. Review of existing reports and other documentation of program operation	13,200
3. Obtaining external perspectives of program strengths and weaknesses and needs to assist small businesses	9,640
4. Development of conclusions and recommendations	11,290
5. Reports and presentations	8,220
<b>Total</b>	<b>\$ 54,500</b>

Any additional work in 2022 can be provided at the following hourly rates.

	Hourly rate
<b>Keen Independent Research LLC (prime consultant)</b>	
David Keen, Principal	\$ 350
Annette Humm Keen, Principal	220
Keen Independent Senior Consultants	165
Keen Independent Consultants	140
Keen Independent Project Assistants and Research Assistants	100
<b>Holland &amp; Knight LLP</b>	
Keith Wiener, Partner	\$ 600
<b>DEBLAR &amp; Associates, Inc.</b>	
Deborah King, Principal	\$ 225



**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

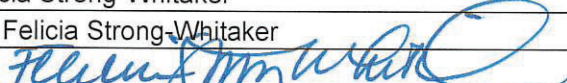
**CONTRACTOR PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2016	12/31/2016	1/1/2016	12/31/2016
Purchaser Order Number		Purchase Order Date	
Department			
Purchasing & Contract Compliance			
Bid Number		Service Commodity	
14RFP721B-WL		Small Business Market Availability Study	
Contractor			
Keen Independent Research, LLC			
<b>Performance Rating</b>			
0 = Unsatisfactory	Achieves contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Achieves contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Achieves contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
<input type="radio"/> 0	Comments The technical expertise and qualifications of the firm were excellent		
<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 Draft and Final Reports were provided as contracted.		
<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 Very responsive to all inquires
<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 – So Substitutions)
	0	Comments Met all expectations and within budget
	1	
	2	
	3	
X	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	6/1/2022
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Felicia Strong-Whitaker		
Department Head Name:	Felicia Strong-Whitaker		
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

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**Agenda Item No.:** 22-0436

**Meeting Date:** 6/15/2022

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### Department

Finance

### Requested Action

Presentation, review and approval of June 15, 2022 Budget Soundings.

### Requirement for Board Action

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

### Strategic Priority Area related to this item

Open and Responsible Government

### Is this a purchasing item?

No

### Summary & Background

The June 15, 2022 Soundings request is submitted for your review and approval. Below is a brief summary of each request and related justification.

#### ***STRATEGIC PRIORITY AREA: HEALTH AND HUMAN SERVICES***

- **Transfer two positions and the associated funds from Library to Community Development \$57,829 - (PAGE 3)**

This request is to transfer position #0089, Librarian and position #5194, Librarian, from Library to Community Development. The appointing authorities of both agencies have agreed to transfer the positions and the associated funding. Once the transfer is completed, the two positions will be abolished, and the funding will be utilized to establish a Contract Compliance Supervisor (Grade 19) position. The function of this position will be to mitigate the risk of audit findings to include the recapture of funds. The annual cost of the position transfer is \$115,658, the pro-rated amount will be \$57,829.



# JUNE BUDGET SOUNDINGS

June 15, 2022

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**Presented**

**to the**

**Board of Commissioners**

**by the**

**Finance Department**



**GENERAL FUND****June 15 2022 Soundings****Health and Human Services****Action Required:**

Transfer two positions and the associated funds from Library to Community Development \$57,829

**Community Development**

100-121-2615-XXXX

Salaries-Regular, Fringe Benefits

**Increase**

\$57,829

**Decrease****Fulton County Public Library**

100-650-6565-XXXX

Salaries-Regular, Fringe Benefits

**Increase****Decrease**

(\$57,829)

**Purpose (Justification):**

This request is to transfer position #0089, Librarian and position #5194, Librarian, from Library to Community Development. The appointing authorities of both agencies have agreed to transfer the positions and the associated funding. Once the transfer is completed, the two positions will be abolished, and the funding will be utilized to establish a Contract Compliance Supervisor (Grade 19) position. The function of this position will be to mitigate the risk of audit findings to include the recapture of funds. The annual cost of the position transfer is \$115,658, the pro-rated amount will be \$57,829.

<b>Included in Soundings per County Manager's direction.</b>
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# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 22-0437

Meeting Date: 6/15/2022

### Department

Tax Assessor

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

Request approval to amend an existing contract - Board of Assessors, 21SS031121C-MH, Audit and Discovery of Unreported Aircraft with Specialized Tax Recovery (Mayfield Heights, OH) to modify the existing fee schedule to replace all contingency fees with flat rates. Effective upon BOC approval for 12-month period.

### 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 to amend existing contract to modify the existing fee schedule to replace all contingency fees with flat rates.

**Scope of Work:** Contracts entered with audit specialists that provide for such specialists to contingently share a percentage of the tax collected as result of any audits are against public policy. The amended contract will reflect the revised payment structure removing any form of contingency. This request will aid the Board of Assessors in determining aircraft that are primarily based in Fulton

County and have not been returned for taxation specifically to identify aircraft based primarily at the Fulton County Executive Airport but has not been reported to the Tax Assessors Office for taxation. The scope of work will include the following: (A) Review the current tax year, three years forward and seven (7) prior years of tax assessments. (B) Identify all missing applicable taxable aircraft. (C) Complete an analysis and detailed report for determining fair market values for each aircraft, as determined by the Board of Assessors. Complete an analysis and detailed report for determining fair market values for each aircraft. There are no upfront costs to the County. O.C.G.A. 48-5-299(a) requires the board of tax assessors to investigate diligently to identify all real or personal property subject to taxation.

**Community Impact:** This amendment will help to ensure that all taxable aircraft owned in the County is properly assessed and placed on the tax digest.

**Department Recommendation:** Department recommends modification of this contract.

**Project Implications:** This project will ensure that all taxable aircraft is included in the tax digest as required by Georgia law.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

### Contract Modification

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount			*\$.00
Amendment No. 1			*\$.00
Total Revised Amount			*\$.00

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

Not applicable

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

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

DeWayne Pinkney, Interim Chief Appraiser, Board of Assessors, 404-612-6401

### Contract Attached

Yes

### Previous Contracts

Yes

**Total Contract Value**

Original Approved Amount: \*There are no upfront costs to the County. The Contractor will be paid according to the fee schedule after taxes are collected.

Previous Adjustments:

This Request:

TOTAL:

**Grant Information Summary**

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

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

100-240-2401-1160: General Fund, Tax Assessor, Professional Services

Key Contract Terms	
<b>Start Date:</b> Upon BOC Approval	<b>End Date:</b> Click here to enter a date.
<b>Cost Adjustment:</b> Click here to enter text.	<b>Renewal/Extension Terms:</b> Click here to enter text.

**Overall Contractor Performance Rating:**

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

Choose an item.

**Report Period Start:**

**Report Period End:**

Click here to enter a date. Click here to enter a date.





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 22-0438

Meeting Date: 6/15/2022

### Department

Registration & Elections

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

Request approval to increase spending authority - Registration and Elections, 22ITBC031722MH-C, Ballot Printing in an amount not to exceed \$149,907.74 with Tattnall Journal, Inc. dba Tattnall Ballot Solutions (Reidsville, GA) to provide ballot printing services for the May 24, 2022 General Primary Election and June 21, 2022 Runoff. Effective upon BOC approval.

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

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

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

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** On April 13, 2022, the Board of Commissioners approved agenda item 22-0239 for Ballot Printing for the May 24, 2022 Primary. This request to increase the spending authority is a result of the General Primary / Non-Partisan Election ballots that were four to five pages and 8-1/2" x 14" long that created additional costs for printing and ballot printing services for the June 21, 2022 General Primary and Non-Partisan Election Runoff.

May 24, 2022 Primary Election

\$83,837.74

June 21, 2022 Run-off Election	<u>\$66,070.00</u>
Total Spending Authority Increase	\$149,907.74

This contract provides ballot style setup, provide pre-filled ballots for test deck and print ballots for non-partisan absentee, advance voting and Election Day. Section 23 of SB202 requires that ballots shall be printed on security paper that incorporates measures to authenticate the ballot. Ballots will be produced on a Sub 80lb Dominion ImageCast Vote Secure IR security ballot paper. The Contractor complied with the detail product specifications and requirements for ballot printing services attached in Exhibit 4.

**Community Impact:** Registration and Elections staff is not aware of any community impact.

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

**Project Implications:** The approval of the request to increase spending authority will ensure the Department to follow state election laws.

**Community Issues/Concerns:** The approval of the request to increase spending authority will ensure the availability of absentee ballots for these elections.

**Department Issues/Concerns:** The approval of the request to increase spending authority will ensure the Department to follow state election laws.

#### Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0239	4/13/2022	\$76,610.00
<b>Increase spending authority</b>			<b>\$149,907.74</b>
Total Revised Amount			\$226,517.74

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

**Contract Value:** \$149,907.74  
**Prime Vendor:** The Tattnall Journal, Inc. dba Tattnall Ballot Solutions  
**Prime Status:** Non-Minority  
**Location:** Reidsville, GA  
**County:** Tattnall County  
**Prime Value:** \$149,907.74 or 100.00%

**Total Contract Value:** \$149,907.74 or 100.00%  
**Total M/FBE Value:** \$-0-

#### 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 Performance Report

Exhibit 3: Estimates May &amp; Runoff Elections

Exhibit 4: Vendor Product Specifications and Requirements

Exhibit 5: Dominion Qualification Letter

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

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

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$ 76,610.00

Previous Adjustments: \$ 0.00

This Request: \$149,907.74

TOTAL: \$226,517.74

**Grant Information Summary**

Amount Requested:

☐ Cash

Match Required:

☐ In-Kind

Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

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

100-265-2654-1459: General, Registration &amp; Elections, Printing - \$83,837.74

**Funding Line 2:**

100-265-2654-1459: General, Registration &amp; Elections, Printing - \$66,070.00

Key Contract Terms	
Start Date: Upon approval	End Date: 12/31/2022
Cost Adjustment:	Renewal/Extension Terms: TV renewal options



**Overall Contractor Performance Rating:** 4.0

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

Yes

**Report Period Start:**  
1/1/2021

**Report Period End:**  
12/31/2021

**AMENDMENT NO. 1 TO FORM OF CONTRACT**

Contractor: **Tattnall Journal, Inc. dba Tattnall Ballot Solutions**

Contract No: **22ITBC031722MH-C**

Address: **P.O. Box 278**  
City, State **Reidsville, GA 30453**

Telephone: **912-557-6761**

E-mail:

Contact: **Russ Rhoden**  
**CEO**

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

WHEREAS, Fulton County ("County") entered into a Contract with Tattnall Journal, Inc. dba Tattnall Ballot Solutions to provide the printing of ballots for absentee voting, dated April 13, 2022, on behalf of the Department of Registration and Elections; and

WHEREAS, the increased spending authority is necessary as due to the ballots were four to five pages long and created additional cost for printing.

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 Tattnall Journal, Inc. dba Tattnall Ballot Solutions, 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:** Tattnall Journal, Inc. dba Tattnall Ballot Solutions will provide the ballot style setup, provide pre-filled ballots for test deck and print ballots for non-partisan absentee, advance voting and Election Day based on 5% of 820,000 registered voters, size 11" or 14". Ballots will be produced on a Sub 80lb Dominion ImageCast Vote Secure IR security ballot paper.
2. **COMPENSATION:** The services described under Scope of Work herein shall be

performed by Contractor for a total amount not to exceed \$225,587.74.

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:

\_\_\_\_\_  
Nadine Williams, Interim Director  
Department of Registration & Elections

CONSULTANT:

**TATTNALL JOURNAL, INC. dba  
TATTNALL BOLLOT SOLUTIONS**

\_\_\_\_\_  
Russ Rhoden  
CEO

ATTEST:

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

(Affix Corporate Seal)

ATTEST:

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

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

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

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**GOODS AND COMMODITIES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2021	12/31/2021	1/1/2021	12/31/2021
Purchaser Order Number		Purchase Order Date	
21TATT132226C-MH		10/19/2021	

Department	
Registration and Elections	
Bid Number	Service Commodity
21ITBCRE090820C-MH	BALLOT PRINTING
Contractor	

Tattnall Journal Inc. dba Tattnall Ballot Solutions

**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 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4	Comments

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 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4	Comments

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 – So Substitutions)
<input type="radio"/>	0	Comments
<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	Comments
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	4 <input checked="" type="radio"/>	Date	5/16/2022
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	NADINE WILLIAMS		
Department Head Name:	Nadine Williams		
Department Head Signature	<i>Nadine Williams</i>		

After you have completed filling out the form:  
 Submit the form to Purchasing  
 Print a copy of the form  
 Save the form

Submit

Print

Save





PO Box 278  
114-B North Main St.  
Reidsville, GA 30453

Estimate

Name/Address
Fulton County Dept. Registration and Elec 130 Peachtree Street SW Suite 2186 Atlanta, GA 30303

Date	Estimate No.	Project
04/25/22	1178/10%	

Item	Description	Quantity	Cost	Total
	May 24, 2022 GENERAL PRIMARY & NONPARTISAN ELECTION			
Setup Fee	Ballot Style Setup Fee	1	250.00	250.00
Pre-Filled Ballots	Pre-filled ballots for test deck	10,714	0.31	3,321.34
	ADVANCE PROVISIONAL			
NP Absentee	NP Absentee printing	3,300	0.31	1,023.00
REP Absentee	REP Absentee printing	46,200	0.31	14,322.00
DEM Absentee	DEM Absentee printing	64,800	0.31	20,088.00
Delivery	Delivery of ballots	1	100.00	100.00
	10% EMERGENCY/PROVISIONAL BALLOTS			
NP Absentee	NP Absentee printing	75,010	0.31	23,253.10
REP Absentee	REP Absentee printing	155,480	0.31	48,198.80
DEM Absentee	DEM Absentee printing	154,670	0.31	47,947.70
Delivery	Delivery of ballots	1	100.00	100.00
Sample Ballots	Sample Ballots for Election Day	12,292	0.15	1,843.80
	3073 Ballot Styles 4 sets of each			
			Total	\$160,447.74



PO Box 278  
114-B North Main St.  
Reidsville, GA 30453

Name/Address
Fulton County Dept. Registration and Elec 130 Peachtree Street SW Suite 2186 Atlanta, GA 30303

Date	Estimate No.	Project
05/13/22	1180	

Item	Description	Quantity	Cost	Total
	Democratic & Republican General Primary and Nonpartisan General Election Runoff - June 21, 2022			
Setup Fee	Ballot Style Setup Fee	1	250.00	250.00
NP Absentee	NP, DEM, REP Absentee printing	3,000	0.31	930.00
NP Absentee	NP, DEM, REP Advance Voting printing based on 5% of 820,000 registered voters	41,000	0.31	12,710.00
NP Absentee	NP, DEM REP Election Day printing based on 20% of 820,000 registered voters	164,000	0.31	50,840.00
Pre-Filled Ballots	Pre-filled ballots for test deck  (Quantity for test deck cannot be determined until files received.	4,000	0.31	1,240.00
Delivery	Delivery of ballots	2	50.00	100.00
			Total	\$66,070.00

## SECTION 2

### SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

This section provides the detail product specifications and requirements for ballot printing:

1. Vendor shall be a Dominion-qualified ballot printer in good standing. This includes the ability to access and print on the security ballot stock required by Georgia Law. Please see **Attachment 2** for the Dominion Qualification Process.
2. Vendor must submit a copy of their most recent two-year Dominion Qualification Letter with the bid submittal.
3. Vendor must be able to print ballots directly from PDF artwork files generated directly from the Dominion Voting System (DVS) Democracy Suite Election Management System (EMS) and loaded to a secure FTP (File Transfer Point) site. Word documents may be sent prior to each election explaining particulars of that election.
4. The successful Vendor's printing facility **must be able to deliver emergency order ballots for same day delivery – within 4 to 6 hours of order being placed.** Timelines for standard ballot printing are critical and there are short turn-around times for the completion of print jobs. These timelines will be discussed with the Vendor in detail during the order process.
5. The successful Vendor shall have a proven track record of success in producing high quality Georgia election ballots in a timely manner. Vendor must complete and submit the attached Bidder Reference Form with the bid submittal.
6. The Vendor shall have at least one (1) digital press to be used to run Fulton County's ballots. Because of the complexity of ballots, with over 250 different possible faces, a non-digital printer could not meet the timelines required. In addition, there are certain types of errors that can occur with non-digital printing, such as matching a ballot face with an incorrect ballot back. Checking and proofing the ballot is a burdensome task, and Fulton County does not have additional time to check for errors.
7. Vendor must be willing to devote the time and personnel resources necessary to provide ballots when specified by Fulton County, including devoting all print time to the printing of ballots to meet a delivery schedule. While Fulton County understands that there are business schedules to be adhered to, it is paramount that the Vendor selected is flexible and can accommodate changes in scheduling. Projected printing schedules are based on all information known at this time. However, due to challenges to candidates, recounts of elections and contested elections, the actual dates that print files can be provided is unknown. The dates provided are the best estimates at this time. The "drop dead date" for delivery of the ballots to Fulton County is specified and must be adhered to regardless of when print files are provided. Absentee Voting Dates and Election Day are fixed by law and the

schedule is set with those dates in mind.

8. Vendor must provide security for printed ballots, print files, all documentation, and items connected to the printing of the ballots or completed ballots to ensure the integrity and security of the ballot.
9. This bid shall not constitute an order for ballots. An order will be placed prior to each election in accordance with the schedule provided in **Attachment 1**.
10. The successful Vendor must print ballots at their location. Vendor cannot subcontract work to other printers without expressed prior permission of Fulton County.
11. If all of the conditions above are met, the most responsive and responsible Vendor with the lowest overall cost will be selected. However, under no circumstance, will Fulton County select a Vendor who does not meet all of the above listed requirements.

## **SPECIFICATIONS**

### **A. ImageCast Ballot Artwork Source Files**

1. Dominion's Democracy Suite Election Management System creates PDF artwork files. Ballot artwork files are created as complete ballot images, without trim lines or crop marks, and are designed to directly print on digital 4-colour sheet-fed xerographic or other electrophotographic printers (most B-sized laser printers). Ballot artwork is generated in industry-standard PDF format, PDF/X-1a:2001 (PDF Version 1.3) and CMYK color space.
2. Ballot artwork files are full-sized press-ready ballots containing all required ballot elements and the unique ballot ID barcode that distinguishes each ballot style. Each file contains one or two ballot images. All fonts used in the ballot artwork are embedded in the PDF files. Ballot artwork files are digitally signed (X.509) and tied to the election project files produced by the Democracy Suite Election Management System to allow for authentication and revision control.
3. Ballots may be printed on the front and the back.
4. Pre-Press imposition of ImageCast ballot artwork to add crop or alignment marks, jurisdictionally mandated background screens, stub artwork, or other printing, might be required. No modifications, postprocessing, or image conversion of the original ballot artwork files is allowed.
5. Qualified ballot stock is determined by Dominion Voting Systems in accordance with Georgia State Law.

## **B. Ballot Stubs – Perforations, Numbering, and Padding**

1. The Vendor shall be responsible for all aspects of ballot printing and manufacturing and must ensure that the ballots produced meet all Dominion and County specifications at the time of tabulation.

## **C. Ballot Identification Text**

1. The precinct number and district combo number and serial numbers shall be printed on the ballot stub for the precinct and absentee ballots according to the precinct. When necessary, serial number will be preceded by a party code (D=Democrat, R=Republican, N=Nonpartisan, S=Special).
2. The serial numbers for each precinct ballot and absentee ballot precinct will be provided with the ballot layout files.
3. The precinct number and district combo number shall be printed on the precinct ballots and absentee ballots.

## **D. Stitching (Stapling), Shrink Wrap and Boxing**

1. Absentee ballots and Provisional ballot pads shall be shrink-wrapped by Political Party and by Precinct.

## **E. Test Ballots**

1. Vendor shall provide one (1) Blank Ballot for each version of each card style (in other words, for each precinct that contains that card style). Box shall be labeled BLANK TEST BALLOTS.
2. At least fifty (50) randomly selected additional test ballots (without serial numbers) shall be provided by the Vendor to use for testing purposes, at no additional cost to Fulton County. Test Ballots shall be a sample of each run of the press, on the same type of paper, and identical in every way to the “real” ballots, except no serial numbers and no stitching. The test ballots shall not contain the word “Test” printed on the ballot face. For example, if Absentee ballots are run first, the Vendors shall provide test ballots of Absentee ballots when they are delivered. Then, if Poll ballots are run later, test ballots of Poll ballots shall be run and delivered when the Poll ballots are delivered. Test ballots shall be boxed separately from any other ballots and clearly labeled “TEST”.
3. Pre-marked Logic and Accuracy TEST DECKS shall be provided. Ballots shall be marked “TEST” in the top margin. Use as many different precincts as possible to draw these ballots from. For each card or style, there shall be one (1) fully voted ballot, one (1) ballot with the first candidate in each race marked, one (1) ballot with the second candidate in each race marked, one (1) ballot with the third candidate in each race marked, etc. The write-in shall be treated as the last candidate.

EXAMPLE: If there are three (3) candidates and a write-in, there will be six (6) ballots in the test deck for that cards styles as follows:

1 Unvoted (boxed separately per #1 above)  
1 Fully Voted  
1 First Candidate  
1 Second Candidate  
1 Third Candidate  
1 Write-In  
6 TOTAL

Ballots shall be placed in boxes labeled TEST DECKS.

#### **F. Delivery**

1. Absentee ballots shall be delivered to 1365 English Street, S.W., Atlanta, GA 30318 between the hours of 8:00 A.M. until 5:00 P.M., Monday through Friday. Delivery outside of the stated hours shall only be accommodated if arranged in advance with a Registration and Elections representative.
2. Provisional ballots shall be delivered to 1365 English Street, S.W., Atlanta, GA 30318 between the hours of 8:00 A.M. until 5:00 P.M., Monday through Friday. Delivery outside of the stated hours shall only be accommodated if arranged in advance with a Registration and Elections representative.

**END OF SECTION**

# ImageCast Ballot Qualification Process Overview



## Purpose

Ballot qualification is an educational and testing process designed to assist ballot printers to learn how to properly print ImageCast ballots and maintain an ongoing level of quality assurance needed to be sure the ballots they provide their customers will tabulate correctly. ImageCast qualification is also meant to be an ongoing support vehicle providing qualified printers with an ongoing resource to continually assist printers if questions were to arise.

## Process

The qualification process consists of 5 stages:

- 1) Administrative: In order to start the qualification process the candidate printer fills out an application and an NDA. The application identifies the type of print methodology the printer plans on using and the equipment used for finishing. The NDA empowers both the printer and Dominion to share information that will assist the printer in this process.
- 2) Discovery: During the discovery stage information is retrieved from the application and a conference call is scheduled to discuss any additional elements of the desired scope of the test that have not yet been identified. Examples include which presses the printer may want to qualify on, length of ballots to be included, color make-up of the artwork and finishing expectations such as stubs and folding.

After this is complete the printer will receive a detailed test plan outlining several testing groups consisting of various elements discussed previously. Once the printer approves, a quote from the qualification team is sent itemizing the cost of the qualification test. Once the quote is signed, the applicable ballot test files are sent to the printer with instruction not to print the test runs until after the training stage of the process.

- 3) Training: The training of the printer occurs onsite at the production facility and includes an in-depth presentation on how the ImageCast ballot may work with the printer's preproduction, production and finishing processes. Ballot overlay sets are provided to the printer and education is given on suggested best practices for the use of these overlays as an ongoing quality assurance tool.

This stage of the process is most successful when the printer treats this as an interactive discussion. During the visit best practices, common issues, and other things to look out for that may not be printer related but are sometimes assumed to be are also discussed.

- 4) Testing: After the training is complete the printer is invited to print the ballot runs as indicated in the test plan provided earlier. Ballots are sent to a predefined Dominion test facility where the ballots stored until testing.

The testing process involves of the following factors:



- a. Visual Inspection: Ballots are reviewed for blemishes, misprints, or other deformities. Test units are also verified against the test plan to assure that quantities and finishing requirements were met.
  - b. Dimensional Stability: Random samples are pulled from the testing units and measurements are taken to assure that the ballots are printed within the specifications. Samples are pulled from different points of each test unit to verify that dimensional stability exists across the production run.
  - c. Ink Density: A densitometer is used to verify that ink/toner levels meet the minimum requirements.
  - d. Slide Resistance: Ballot samples are pulled and checked for slide resistance is in specification.
  - e. Volume Scan Test: Ballots from each testing unit are scanned multiple times to verify that ballots tabulate as expected.
- 5) Qualification: After successful completion of the test process, ballots that were part of the testing are stored at the testing facility. A qualification letter custom written to the scope of the test is produced and delivered to the printer. A completed copy of the test plan is also made available to the printer if they desire to keep it on file.

The qualification expires after 2 years. Provided that the same printing equipment is still in use after the 2 years, renewal requires a small sampling of ballots to be sent to the test facility for verification after which an updated letter is provided. Most of the cost elements associated with an initial qualification are not present for a qualification renewal.

## Cost of Qualification

The cost for qualification depends on the scope of the test outlines. In most cases new printers can expect to be charged \$5300.00 for a single press and \$1200.00 for each addition press to be qualified.

## Ballot Paper for Qualification

### Qualified Papers (Standard Stock):

The approved paper for ImageCast® ballots has been incorporated into a family of options that are approved for use with both 80# and 100# text weight for all scanners except the DRS Photoscribe® platform. Only 80# text is approved for the DRS platform. Understanding that different printing technologies can impact the paper surface of a ballot in different ways, these papers have been tested to assure printers can choose from several options.

Paper Name	Manufacturer	Color Finish
<b>High-Speed Inkjet Ballot Production</b>		
Rolland Voteseur IJ	Rolland Enterprises	Natural white/Smooth
Domtar Vivid Jet Text (may be sold as Lynx Jet)	Domtar Paper	Bright white/Smooth
Finch MailstreamText	Finch Paper	Bright white/Smooth
*Accent Opaque with Imagelok	International Paper	Bright white/Smooth
<b>Xerographic/Toner Ballot Production</b>		
Rolland Voteseur SL	Rolland Enterprises	Natural white/Smooth



Domtar Vivid Jet Text (may be sold as Lynx Jet)	Domtar Paper	Bright white/Smooth
Finch MailstreamText	Finch Paper	Bright white/Smooth
Accent Opaque	International Paper	Bright white/Smooth
<b>Offset Ballot Production</b>		
Rolland Voteseur SD	Rolland Enterprises	Natural white/Smooth
Accent Opaque	International Paper	Bright white/Smooth

\* Accent Opaque with ImageLok is not approved for use with the DRS Photoscribe® platform

## Qualified Papers (IR Security Stock):

The additional papers listed below can be embedded with unique security features that can be read by Dominion ImageCast® tabulators. When utilized, only ballots that contain this unique “signature” embedded into the paper will be accepted by the tabulator.

Paper Name	Manufacturer	Color Finish
<b>High-Speed Inkjet Ballot Production</b>		
Rolland Voteseur IJ	Rolland Enterprises	Natural white/Smooth
<b>Xerographic/Toner Ballot Production</b>		
Rolland Voteseur SL	Rolland Enterprises	Natural white/Smooth
<b>Offset Ballot Production</b>		
Rolland Voteseur SD	Rolland Enterprises	Natural white/Smooth

June 18, 2021

Russ Rhoden, CEO  
Tattnall Printing  
114 B. North Main St.  
Reidsville, GA 30453

Dear Russ:

Dominion extends to Tattnall Printing, of Reidsville, GA, a two-year qualification as a manufacturer and finisher of ImageCast ballots within the state of Georgia. This is granted based on the scope of testing under Dominion's Independent Printer Qualification process. The scope of testing included:

- 11" to 18" ballots both one and two sided
- Black and white ballots
- Ballots printed on a OCE VarioPrint press located at the Georgia facility.

**Test Procedures:**

Visual Inspection: Ballots appeared to be free of blemish or damage. Scores were properly placed within finishing specifications. Packaging looked professional and met the requirements.

Measurements: Samples of all batches were taken with no measurement reading outside of required limits

Scan Testing: All ballots scanned without issue.

Ink/Toner Fastness: Ballots met required limits.

Densitometer Readings: Ballot ink/toner density met required limits

The address and contact information for Tattnall Printing is listed below:

Tattnall Printing  
114 B. North Main St.  
Reidsville, GA 30453

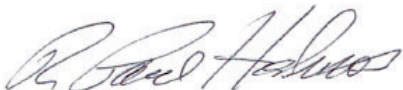
Russ Rhoden  
[russrhoden@tjournal.net](mailto:russrhoden@tjournal.net)  
912-557-6761

This 2-year qualification is conditional with the compliance of the qualification terms and conditions. Violation of these terms could result in this qualification to be revoked.

Dominion will not be auditing or testing Tattnall Printing on an ongoing basis. It the responsibility of Tattnall Printing to continue operational practices to keep ballots within specification.

As always, thank you for your participation in our quality program.

Sincerely,



R. Paul Holmes  
Dealer Channel & Print Qualification Manager  
Dominion Voting Systems





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 22-0439

Meeting Date: 6/15/2022

### Department

Real Estate and Asset Management

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

Request approval to increase spending authority - Department of Real Estate and Asset Management, 19ITB120358C-GS, Fire Sprinkler Protection System Maintenance Service in the amount of \$263,700.00 with (B) Central Fire Protection, Inc. (Conyers, GA), to facilitate the removal and replacement of existing fire pumps and controllers at the Fulton County Government Center Assembly Building and the Fulton County Justice Center Tower. 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** An increase in spending authority is required to utilize the County's existing Fire Sprinkler contractor for the replacement of the existing fire pumps and controllers at the Fulton County Government Center Assembly Building and the Fulton County Justice Center Tower. The fire pump replacements are planned projects as a part of DREAM's approved 2022 capital plan.

**Scope of Work:** The scope of work for this project is listed in the table below.

	Building	Project Description	Project Total Cost
1	Fulton County Government Center Assembly Building	Replace existing 750gpm @ 104psi electric fire pump including controller, jockey pump including controller, with transfer switch. The existing fire pump will be removed and hauled off. The fire pump installation will meet the requirement of NFPA, State and Local codes.	\$129,500.00
2	Fulton County Justice Center Tower	Replace existing 2500gpm @ 85psi electric fire pump including controller, jockey pump including controller, with transfer switch. The existing fire pump will be removed and hauled off. The fire pump installation will meet the requirement of NFPA, State and Local codes.	\$134,200.00
3	<b>Total Cost</b>		<b>\$263,700.00</b>

This contract furnishes all parts, labor, equipment, and appurtenances necessary to provide three (3) quarterly flow tests and verification of associated alarms, one annual inspection, testing and maintenance of the sprinkler system and fire pumps for all Fulton County facilities equipped with Fire Sprinklers. This contract is also used for rectification of deficiencies observed during quarterly or annual inspections and for replacement of any defective component in the system. The procedure and requirements for the inspection and maintenance are specified in NFPA 25, Inspection Testing and Maintenance of Water-Based Fire Protection Systems.

**Community Impact:** The impacted if this modification is not approved, we will not be able to replace the pumps in a timely manner. This will cause enormous uncertainty in the operation of the system and potential risk to the property of Fulton County. Not having a reliable fire-fighting system also has the potential of tremendous increase in insurance costs. Failure of fire pump can also place the building out of compliance with Fire and Life safety Codes affecting its eligibility to continue County operations in.

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

The fire pump in Government Center was installed during original construction in 1989 and the Justice Tower was installed in 1993. Although both pumps have been maintained according to manufacturer's recommendations and National Fire Protection requirements, they have exceeded their useful life cycle and now pose a substantial risk as repairs are no longer sufficient to ensure

proper operation of the respective fire sprinkler systems

Fire pumps drive adequate water pressure and volume to a building's fire sprinklers which serve as the primary life-safety tool in the event of an actual fire. There will be no protection if enough water is not readily available. The average life span of a fire pump is 20 years.

The fire pump at the Government Center has a defective controller impacting its reliability. The controller cannot be repaired or replaced because the original manufacturer is now out of business and the controller is not available even in the secondary market. Additionally, the fire pump controller will not meet Factory Mutual or Underwriters laboratory Certification requirements which is essential for insurance coverage of the property.

Fire pump in Justice Tower is being replaced to ensure 100% reliability because this single pump protects the entire Justice center Complex (of three buildings) and the Gordon Joyner bridge.

Replacement of this crucial fire safety components were approved in the Capital Improvement Program for 2022.

The requested increase in the total amount of \$263,700 will cover cost for replacement and installation of the new of a new fire pumps and controllers at the Fulton County Government Center Assembly Building and Fulton County Justice Center Tower. This increase will allow the remaining spending authority in the contract to cover the cost for fire sprinkler protection system maintenance services for the remainder of FY2022.

The project management is coordinated by the Department of Real Estate and Asset Management Building Maintenance Team.

**Project Implications:** These are activities mandated by the State Fire Marshal and a requirement for accreditation of law enforcement agencies like Sheriff Department and Marshall Department. Non-compliance also could result in potential life-safety risks for employees and visitors to Fulton Count facilities.

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

**Department Issues/Concerns:** If this increase spending authority is not approved, there will be a delay in the replacement and installation of a new fire pumps and controllers at the Fulton County Government Center Assembly Building and the Fulton County Justice Center Tower. The County will not be in compliance with the State Fire Marshall and the NFPA 25, Inspection Testing and Maintenance of Water-Based Fire Protection Systems.

## Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	19-1136	12/18/19	\$80,000.00
Increase Spending Authority No. 1	20-0617	9/2/20	\$44,000.00

1st Renewal	20-0648	9/16/20	\$80,000.00
Increase Spending Authority No. 2	21-0518	7/14/21	\$93,245.00
2 <sup>nd</sup> Renewal	21-0753	10/6/21	\$80,000.00
<b>Increase Spending Authority No. 3</b>			<b>\$263,700.00</b>
Total Revised Amount			\$640,945.00

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

(B)

**Contract Value:** \$263,700.00  
**Prime Vendor:** Central Fire Protection, Inc.  
**Prime Status:** Non-Minority  
**Location:** Conyers, GA  
**County:** Rockdale County  
**Prime Value:** \$263,700.00 or 100.00%

**Total Contract Value:** \$263,700.00 or 100.00%  
**Total M/FBE Value:** \$-0-

**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: Cost Proposals  
 Exhibit 3: Contractor Performance Report

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

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

**Contract Attached**

Yes

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$80,000.00  
 Previous Adjustments: \$297,245.00  
 This Request: \$263,700.00  
 TOTAL: \$640,945.00



**Grant Information Summary**

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

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

500-520-5200-G002: Capital, Real Estate and Asset Management, Fire Pump Govt Center-  
\$129,500.00

**Funding Line 2:**

500-520-5200-G003: Capital, Real Estate and Asset Management, Fire Pump Justice Tower-  
\$134,200.00.

Key Contract Terms	
<b>Start Date:</b> Upon BOC Approval	<b>End Date:</b> 12/31/2022
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b>

**Overall Contractor Performance Rating:** 3.60**Would you select/recommend this vendor again?**

Yes

**Report Period Start:**  
1/1/2022**Report Period End:**  
4/30/2022

**AMENDMENT NO. 3 TO FORM OF CONTRACT**

Contractor: **Central Fire Protection, Inc.**

Contract No. **19ITB120358C-GS, Fire Sprinkler Protection System Maintenance Services**

Address: **1760 Old Covington Road, N.E.**  
City, State **Conyers, GA 30013**

Telephone: **(770) 922-4250**

E-mail: [\*\*tjohnson@centralfire.net\*\*](mailto:tjohnson@centralfire.net)

Contact: **Anthony Johnson,**  
**President**

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

WHEREAS, Fulton County ("County") entered into a Contract with **Central Fire Protection, Inc.** to provide Fire Sprinkler Protection System Maintenance Services, dated January 1, 2020, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the purpose for of this amendment is for the approving of increase spending authority to cover the cost for the replacement and installation of new fire pumps and controllers at the Fulton County Government Center Assembly Building and the Fulton County Justice Center Tower; 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 **June 15, 2022, BOC Item #22-** .

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

This Amendment No. 3 to Form of Contract is effective as of the 15<sup>th</sup> day of June, 2022, between the County and **Central Fire Protection, 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 furnish all labor, materials, tools, equipment and appurtenances necessary to provide replacement and installation of new fire pumps and controllers at the Fulton County Government Center Assembly Building located at 141 Pryor Street, S.W., Atlanta GA 30303, and the Fulton

County Justice Center Tower located at 185 Central Avenue, S.W., Atlanta, GA 30303.

Capital Replacement Project Cost:

	<b>Building</b>	<b>Project Description</b>	<b>Project Total Cost</b>
1	Fulton County Government Center Assembly Building	Replace existing 750gpm @ 104psi electric fire pump including controller, jockey pump including controller, with transfer switch. The existing fire pump will be removed and hauled off. The fire pump installation will meet the requirement of NFPA, State and Local codes.	\$129,500.00
2	Fulton County Justice Center Tower	Replace existing 2500gpm @ 85psi electric fire pump including controller, jockey pump including controller, with transfer switch. The existing fire pump will be removed and hauled off. The fire pump installation will meet the requirement of NFPA, State and Local codes.	\$134,200.00
3	<b>Total Cost</b>		<b>\$263,700.00</b>

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$263,700.00** (Two Hundred and Sixty-Three Thousand Seven Hundred Dollars and Zero 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:

**CENTRAL FIRE PROTECTION,  
INC.**

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

\_\_\_\_\_  
Anthony Johnson,  
President

ATTEST:

ATTEST:

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

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

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

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

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

APPROVED AS TO CONTENT:

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

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

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

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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# Central Fire Protection, Inc.

Automatic Fire Sprinkler Contractor

1760 Old Covington Rd., NE, Conyers, Georgia 30013-5006  
Office (770) 922-4250 Fax (770) 929-3288

May 27, 2022

## Automatic Fire Sprinkler System

\*\*\* (Budget Pricing Only) \*\*\*

- Project:** Fulton County (Fire Pump Replacement Assembly Building)  
141 Pryor Street SW Atlanta, Georgia 30303
- Scope:** Replace existing 750gpm @ 104psi electric fire pump including controller, jockey pump including controller, with transfer switch. The existing fire pump will be removed and hauled off if so desired. The fire pump installation will meet the requirements of NFPA, State and Local codes.
- Fulton County:** Fulton County to provide access for equipment to remove and install pump which will include modifications to door, concrete blocks and support for stairs and removal & replacement of fencing, and rails. Fulton County will also provide structural engineer to oversee modifications to structure for pump removal and replacement as well as all material and labor to make this modification.
- Includes:** Remove existing fire pump and controllers, and install new fire pump. Pump pad, piping, and valves will be reworked as necessary to install new 750gpm @ 104psi electric fire pump. New fire pump controller, jockey pump controller and transfer switch will also be installed. 1 factory start up trip is included. Electrical work will be included as listed below. Work to be done Monday-Friday 7:30am to 4:00pm.
- Equipment:** Patterson 750gpm @ 104psi electric fire pump, UL-FM approved, motor/controller Fac Choice 75.0hp, 1775rpm, 3phase, 60cycle, 460volt, Firetrol model-FTT1930-AM75B combined manual & automatic fire pump controller, soft start, floor mount, rated for 3phase, 60cycle, standard AIC, 460volt, 75.0hp operation, with transfer switch, with USBX-external USB port, air relief, gauges, 3/4" casing relief valve, 8" flow meter GV, Grundfos model CR3-9113646-T jockey pump rated for 10gpm, 107psi, 1.5hp, 3450rpm, 3phase, 60cycle 460volt, UL controller Firetrol model FTA-560F-AG011B, for 3phase, 60cycle, 460volt, 1.5hp operation, standard shipping, test valves
- Electrical:** **Includes:** Demo old and install new Fire/jockey controllers in same location, use existing power conductors for normal and emergency feeders, supply and install new flex at controllers and motor if required, supply and install new power conductors from new fire/jockey controllers to motors, supply and install new motor terminations, supply and install mics fittings as required, provide necessary electrical permit and coordination with power company, if required.



# Central Fire Protection, Inc.

Automatic Fire Sprinkler Contractor

1760 Old Covington Rd., NE, Conyers, Georgia 30013-5006  
Office (770) 922-4250 Fax (770) 929-3288

Excludes: Coordination with GA Power for disconnect/reconnect (to be done by Fulton County), modifications required to allow removal and replacement of fire pump, removal and replacement of fencing and rails, landscaping, protection of existing landscaping, fire watch, alarm devices, alarm wiring, work in other areas, payment and performance bond, premium time.

Price: **One Hundred Twenty-Nine Thousand Five Hundred Dollars (\$129,500.00)**

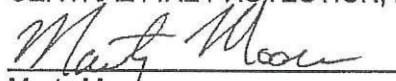
\*\*\* (Proposal subject to revisions if not accepted in 30 days) \*\*\*

We appreciate the opportunity to submit this proposal. If you have any questions or need additional information, please let me know. I can be reached at the number above or more easily on my cell phone at (404) 660-1633 or by e-mail at [mmoore@centralfire.net](mailto:mmoore@centralfire.net)

Sincerely,

CENTRAL FIRE PROTECTION, INC.

BY:

  
Marty Moore

# Central Fire Protection, Inc.

Automatic Fire Sprinkler Contractor

1760 Old Covington Rd., NE, Conyers, Georgia 30013-5006  
Office (770) 922-4250 Fax (770) 929-3288

May 24, 2022

## Automatic Fire Sprinkler System

**Project:** Fulton County (Fire Pump Replacement Justice Center)  
185 Central Avenue SW Atlanta, Georgia 30303

**Scope:** Replace existing 2500gpm @ 85psi electric fire pump including controller, jockey pump including controller, with transfer switch. The existing fire pump will be removed and hauled off if so desired. The fire pump installation will meet the requirements of NFPA, State and Local codes.

Includes: Remove existing fire pump and controllers, and install new fire pump. Pump pad, piping, and valves will be reworked as necessary to install new 2500gpm @ 85psi electric fire pump. New fire pump controller, jockey pump controller and transfer switch will also be installed. 1 factory start up trip is included. Electrical work will be included as listed below. Work to be done Monday-Friday 7:30am to 4:00pm.

Equipment: Patterson 2500gpm @ 85psi electric fire pump, UL-FM approved, motor/controller Fac Choice 200hp, 1780rpm, 3phase, 60cycle, 460volt, Firetrol model-FTT1930-AM200B combined manual & automatic fire pump controller, soft start, floor mount, rated for 3phase, 60cycle, standard AIC, 460volt, 200hp operation, with transfer switch, with USBX-external USB port, air relief, gauges, 3/4" casing relief valve, 8" flow meter GV, Grundfos model CR3-13033646-T jockey pump rated for 20gpm, 102psi, 3.0hp, 3450rpm, 3phase, 60cycle 460volt, UL controller Firetrol model FTA-560F-AG003B, for 3phase, 60cycle, 460volt, 3.0hp operation, standard shipping

**Electrical:** Includes: Demo old and install new Fire/jockey controllers in same location, use existing power conductors for normal and emergency feeders, supply and install new flex at controllers and motor if required, supply and install new power conductors from new fire/jockey controllers to motors, supply and install new motor terminations, supply and install mics fittings as required, provide necessary electrical permit and coordination with power company, if required.

Excludes: Coordination with GA Power for disconnect/reconnect (to be done by Fulton County), alarm devices, alarm wiring, work in other areas, payment and performance bond, premium time.

**Price:** One Hundred Thirty-Seven Thousand Four Hundred Dollars (\$134,200.00)

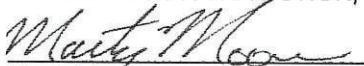
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Sincerely,

CENTRAL FIRE PROTECTION, INC.

BY:

  
Marty Moore

National Fire Protection Association - A Merit Shop Contractor - American Fire Sprinkler Association  
Associated Builders and Contractors





DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
01/02/2022	04/30/2022	01/02/2022	12/31/2022
Purchaser Order Number		Purchase Order Date	
DO 021722000*00227		02/17/2022	
Department			
DEPARTMENT OF REAL ESTATE AND ASSET MANAGEMENT			
Bid Number	Service Commodity		
19ITB120358C-GS	FIRE PROTECTION SYSTEM MAINTENANCE AND TESTING		
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)

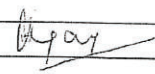
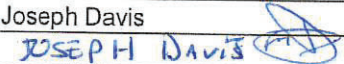
<input type="radio"/>	0	Comments : Contractor provided services and parts of very good quality. The technicians possessed excellence in their trade. Reporting of events and documentation of maintenance were professional in standard
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	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: Contractor provided constant feed back and worked with Fulton County in meeting milestones and deadlines. Response time and responsiveness to directions during this period has improve from previous review period
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	Comments: Vendor has maintained very good business relations with contract management staff. Response to inquiries have been prompt and positive. Vendor was adaptable to changes in schedules and requirements suggested by the County.
<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	Comments: Work meets full satisfaction in quality of work and level of technology involved. Vendor is always within budget and invoices are accurate and timely.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	Comments: Vendor's technicians and support personnel are all well trained and knowledgeable. Vendor's services and advices are available as needed. Very good scheduling and coordination of work between field staff and support staff.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	3.60	Date	05/25/2022
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Vijaya K Nair 		
Department Head Name:	Joseph 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.:** 22-0440

**Meeting Date:** 6/15/2022

### Department

Public Works

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

Request approval of a Materials Transfer Agreement (MTA) between Fulton County and Verily Life Sciences LLC for participation in COVID testing of wastewater program through Emory University, the District-wide Single-Family Residential Toilet Retrofit program for one year (12 months), effective upon execution.

### 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 Fulton County must be in writing and entered on the meeting minutes of the Board of Commissioners;

### 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:

Verily Life Sciences, LLC is working with Emory University to sample untreated wastewater for the COVID virus. The testing program will track the concentration of the COVID virus on a weekly basis and should be able to tell how prevalent COVID is within a subsection of Fulton County based on the wastewatershed. Fulton County Department of Public Works has agreed to participate in this testing program and will collect the requested samples three times a week at each of the four (4) wastewater treatment facilities (Little River, Big



Creek, Johns Creek Environmental Campus, and Camp Creek) as well as 20 manhole locations throughout the watershed. Verily Life Sciences, LLC has requested that Fulton County execute the agreement in substantially the form included here, which shall be reviewed by the County Attorney's Office and amended as necessary to protect the County's interests.

Verily Life Sciences, LLC will provide Public Works the necessary containers to collect the untreated wastewater and handle the shipping of the containers to their laboratory for testing. Fulton County will be responsible for collecting the samples and storing the containers until they are shipped to the laboratory.

**Community Impact:**

Although testing continues to be available in the community, the frequency of testing that people are undertaking has dramatically decreased. Therefore, the reported numbers of COVID cases may not be as accurate as they have been in the past. Emory University has begun testing the wastewater for the COVID virus. Emory staff believe that they can accurately track the presence of COVID in a community through wastewater. This should allow Emory, and the general public, to better understand the prevalence of COVID in a subsection of Fulton County.

**Department Recommendation:**

The Department of Public Works recommends that the BOC enter into this MTA.

**Project Implications:**

The collection of the samples will require some additional work on staff, but Public Works believes that the additional work will be offset by the benefit of knowing the COVID trends.

**Community Issues/Concerns:** No issues/concerns have been raised by the Community.

**Department Issues/Concerns:** No issues/concerns have been raised by the Department of Public Works.

## MATERIALS TRANSFER AGREEMENT

### *Verily Viral Pathogen Testing Services*

This Materials Transfer Agreement (this “**Agreement**”) is entered into by and between Verily Life Sciences LLC, a Delaware limited liability company located at 269 East Grand Ave., South San Francisco, CA 94080, on behalf of itself, its affiliates and subsidiaries (“**Verily**”), and [REDACTED], a [REDACTED] located at [REDACTED] (“**Sample Provider**”), and is effective as of the date of the signature last signed below (“**Effective Date**”). Verily and Sample Provider are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

Sample Provider and Verily are interested in Sample Provider sending Verily Materials (as defined in Section 1) in order for Verily to test the Materials for pathogens (the “**Evaluation**”). In consideration of the foregoing, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Evaluation; Payment.
  - a. Promptly after the Effective Date and thereafter during the Term, Sample Provider will use reasonable efforts to provide either (i) two (2) 50 mL of solid wastewater samples or settled solid wastewater samples (“**Solid Materials**”) or (ii) two containers of 500 mL of liquid influent wastewater samples (each of (i) or (ii) (“**Liquid Materials**”). Either Solid Materials or Liquid Materials are “**Materials**” under this Agreement. Sample Provider will provide either Solid Materials or Liquid Materials to Verily three times a week, for the duration of the Term, and Verily will conduct the Evaluation. Verily will pay Sample Provider two hundred United States dollars (\$200.00) per Solid Material or one hundred fifty United States dollars (\$150.00) per Liquid Material, not to exceed the quantity or cadence set forth in this Section 1, and Verily will be responsible for providing all shipping supplies and prepaid shipping labels reasonably necessary for the Materials to be sent from Sample Provider’s facility to Verily.
  - b. Subject to the terms of this Agreement, Sample Provider authorizes Verily to use the Materials to perform the Evaluation and report, disclose, and publish the Results as contemplated in this Agreement (the “**Permitted Purpose**”), and not for any other purpose. The Parties agree that after the initial Evaluation, the remaining Materials may be used for further Evaluation, for example if Verily desires to test for additional viral pathogens, provided that any use of the Materials will meet the definition of Evaluation, will remain consistent with the Permitted Purpose, and results of any future Evaluation will be Results under this Agreement. Verily may use subcontractors in performing the Evaluation.
  - c. Sample Provider is solely responsible for the collection techniques used in collecting the Material, provided that Verily may provide reasonable feedback and suggestions on the collection techniques used by Sample Provider at Sample Provider’s request.
  - d. Sample Provider will invoice Verily monthly in arrears by submitting an invoice, including the Site ID number and Site Name, for the previous month within ten (10) business days of the month end to [pc-invoices@verily.com](mailto:pc-invoices@verily.com) as a pdf or Microsoft Word document.
2. After completing the Evaluation for each set of Materials, Verily will provide the data and results arising from the Evaluation (the “**Results**”) by making the Results publicly available and sending details related to accessing such Results to Sample Provider. Verily will use reasonable efforts to provide the Results within forty eight (48) hours of Verily’s receipt of the Materials. The Parties agree that Verily may disclose the name of Sample Provider, the number of people served by the Sample Provider (which will be provided to Verily by Sample Provider), and the geographic location of Sample Provider’s sewershed when publishing or presenting the Results or otherwise making the Results publicly available.
3. The term of this Agreement will commence upon the Effective Date and, unless earlier terminated, will continue for a period of twelve (12) months (the “**Initial Term**”). After the Initial Term, the term of the Agreement

Verily CONFIDENTIAL\_Inbound MTA

will automatically renew for an additional twelve-month term unless either Party gives notice to the other Party of an intent not to renew (the “**Renewal Term**” and collectively with the Initial Term, the “**Term**”). Either Party has the right to terminate this Agreement for any reason on fourteen (14) days written notice to the other Party, and either Party has the right to terminate this Agreement for material breach upon seven (7) days written notice to the other Party. Upon the expiration or termination of the Agreement, Verily will not return any remaining Materials. Sections 1(b), 2, 3, 4, 6 and 8-12 shall survive any termination or expiration of this Agreement.

4. Verily shall have the right to publish and present the Results, and Sample Provider acknowledges and agrees that Verily will not have any obligation to provide such publication or presentation to Sample Provider prior to such publication or presentation.

5. Verily will comply with all laws and regulations regarding the transportation, use and disposal of the Materials. Sample Provider will: (a) ensure it has all necessary rights, consents, and approvals to send the Materials to Verily and for Verily to use the Materials for the Permitted Purpose, (b) comply with all laws and regulations regarding the collection, transportation and use of the Materials, as well as follow any instructions received by Verily regarding the transportation of the Materials, and (c) only provide Materials collected in the United States.

6. All Materials are understood to be experimental in nature and potentially hazardous. THE MATERIALS AND RESULTS ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, NOTWITHSTANDING ANY REQUESTS MADE BY Verily OR Service Provider, INCLUDING, WITHOUT LIMITATION, ANY PERFORMANCE CHARACTERISTICS OF THE MATERIALS OR ACCURACY OF THE RESULTS.

7. EACH PARTY'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR OTHERWISE

8. All notices of termination or breach must be in English, in writing and addressed to the other Party's Legal Department. The address for notices to Verily's Legal Department is [verily-counsel@google.com](mailto:verily-counsel@google.com). All other notices must be in English, in writing and addressed to the other Party's primary contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

9. Neither Party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

10. This Agreement does not create any agency, partnership, or joint venture between the Parties. This Agreement does not confer any benefits on any third party unless it expressly states that it does. The Parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Any amendment must be in writing, signed by both Parties, and expressly state that it is amending this Agreement.

11. This Agreement sets out all terms agreed between the Parties and supersedes all other agreements between the Parties relating to its subject matter. In entering into this Agreement neither Party has relied on, and neither Party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in this Agreement.

12. ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES, AND WILL BE



LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed under seal by their duly authorized officers, effective as of the Effective Date.

[REDACTED]

Verily Life Sciences LLC

DO NOT SIGN - VERILY TO COLLECT E-SIGNATURES

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 22-0441

Meeting Date: 6/15/2022

### Department

Community Development

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

Request approval to amend an existing contract - Department of Community Development with Northeast & Bucks Company DBA, Mullin & Lonergan Associates (M&L) to increase the spending authority in an amount not to exceed \$70,000.00 and to extend the existing contract date from June 1, 2021 to May 31, 2022 to June 1, 2022 to December 31, 2022 to provide assistance to the Fulton County Department of Community Development in preparation of various documents and technical assistance related to administration of the Department of Housing and Urban Development's ("HUD") Office of Community Planning and Development (CPD) funds.

### 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 *(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 Community Development is requesting approval to amend the County's Agreement with Mullin & Lonergan (M&L), a Housing & Community Development Consulting Firm, for

Grant Administrative Services for Programs funded by the Department of Housing and Urban Development (HUD). M&L will provide assistance with the preparation of various documents and technical assistance related to the County's HUD CPD programs through December of 2022. Services would include the development and preparation of the County's Annual Action Plan, data collection for the Consolidated Annual Performance and Evaluation Report (CAPER), provision of staff LAP training and implementation services, fair housing consulting services, updating of CDBG and HOME Policy and Procedures manual and on-going technical assistance related to the administration and implementation of the County's Community Development Block Grant (CDBG), HOME, ESG, NSP Programs. M&L will also provide services, as needed, related to the CARES act funds for CDBG and ESG and the funding under American Rescue Plan and HOME ARP as provided by HUD for CPD related programs.

**Scope of Work:**

**Community Impact:** The overall impact is countywide. The comprehensive support and services offered by M&L will assist the Department of Community Development to more effectively develop and implement programs and strategies to promote revitalization of low-income neighborhoods and administer efficient operation of project funding allocations for the benefit of Fulton County residents and communities.

**Department Recommendation:** As certain CDBG and HOME responsibilities are highly complex and often require third-party support, the department is recommending the BOC grant approval to the department to contract with M&L to provide technical consulting services relative to the administration of the County's CDBG & HOME grants. M&L is a housing and community development consulting firm with over 15 years' experience at every level of HUD programming including: administration, IDIS, program and project management, technical assistance and practical application. Their clients include Brunswick, GA, Henry County, Columbus, GA and over 80 other local units of government (boroughs, townships, cities, counties, and states), HUD CDBG entitlements, HOME Participating Jurisdictions, Continuums of Care, public housing authorities, nonprofit organizations, planning agencies, state housing finance agencies, and economic development organizations. In addition to M&L's vast and long history of working in the CDBG and HOME programs, their staff also has extensive expertise in all HUD entitlement programs. The staff comes from a variety of backgrounds including non-profits, for-profits, and local government which provides a unique blend of experience that would complement the Community Development staff's experience. In addition, all of their professional staff members have advanced/Master degrees in either urban planning or public administration with many who have earned AICP professional planning certifications in addition to their master's degrees.

**Project Implications:** M&L provides CDBG and HOME technical consulting services on a regular basis to about 30 core HUD entitlement communities. Functioning as an extension of the Community Development staff, M&L will help to improve day-to-day program administration by providing expertise advice and background information relative to regulatory issues & federal requirements, for both CDBG and HOME. Likewise, they will work with staff to resolve eligibility and statutory objective issues in the early stages of a project, which helps to eliminate non-compliance and make problems more manageable when and if they occur.

**Community Issues/Concerns:** The community has expressed a desire for the County to continue its entitlement status with HUD and as such, the department is making concerted efforts to appropriately train staff and garner the resources and expertise required to effectively administer the grants and enhance delivery of programs.

**Department Issues/Concerns:** The department is seeking ways to improve the way it carries out its community development responsibilities and is taking steps toward streamlined and effective delivery of its programs by engaging a consultant to assist with incorporating new and improved processes and best practices.

### Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	#20-0479	7/8/2020	\$80,000.00
Amendment No. 1	#21-0409	5/3/2021	\$110,000.00
Amendment No. 2			\$70,000.00
Total Revised Amount			\$260,000.00

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

Not applicable

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

Exhibit 1: Agreement - Mullin& Lonergan 2021

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

Stan Wilson, Director, Community Development, (404) 612-7378

### Contract Attached

Yes

### Previous Contracts

Yes

### Total Contract Value

Original Approved Amount:

Previous Adjustments:

This Request: \$0.00

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**Agenda Item No.:** 22-0441

**Meeting Date:** 6/15/2022

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TOTAL: 0.00

### 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:

100-121-2615-1160: General, Community Development, Professional Services - \$30,000; 865-121-

8701-GY21-85D-1160: Grants, Community Development, Professional Services - \$40,000

## AMENDMENT NO. 1 TO FORM OF AGREEMENT

This Amendment 1 to the Cooperative Purchasing Agreement is made and entered into this 2<sup>nd</sup> day of June 2021, between Fulton County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as "County" and **NORTHEAST & BUCKS COMPANY DBA MULLIN & LONERGAN ASSOCIATES, INC., (M&L)** hereinafter referred to as "M&L" or "Consultant", authorized to transact business in the State of Georgia.

### WITNESSETH

WHEREAS, Fulton County ("County") entered into a Cooperative Purchasing Agreement 20-0479, 2019 Consolidated Annual Performance & Evaluation Report (CAPER) with M&L effective July 8, 2020 to prepare the County's 2019 Consolidated Annual Performance & Evaluation Report ("CAPER") to be submitted to the Housing and Urban Development ("HUD") and

WHEREAS, the County requires additional services and wishes to extend the existing contract to provide assistance to the Department of Community Development in the preparation of various documents and technical assistance related to the Department of Housing and Urban Development ("HUD") Office of Community Planning and Development ("CPD") for the period June 1, 2021 through May 31, 2022; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on June 2, 2021, BOC Item# 21-0409.

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

This Amendment No. 1 to Form of Contract is effective as of the 2<sup>nd</sup> day of June, 2021, between the County and the Consultant who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Cooperative Purchasing Agreement.

1. **SCOPE OF WORK TO BE PERFORMED:** To extend the existing contract to provide assistance to the Department of Community Development in the preparation of various documents and technical assistance related to the Department of Housing and Urban Development ("HUD") Office of Community Planning and Development ("CPD") for the period June 1, 2021 through May 31, 2022, in accordance with the Scope of Work and Project Deliverables in Cooperative Purchasing Agreement..



2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Consultant in an amount not to exceed \$110,000.00 (One Hundred Ten Thousand Dollars and No Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Agreement shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the County and delivered to Consultant.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF AGREEMENT:** Except as modified by this Amendment No. 1 to Form of Agreement and the Agreement, and all Agreement 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:

CONSULTANT:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

Please select Attest or Notary from checkbox

Attest

ATTEST:

Tonya R. Grier  
Interim Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Bill Wasielewski

Bill Wasielewski, Principal Secretary

x Notary

ATTEST:

Walter P. Wore, Secretary  
Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Name

Notary Public

County: Allegheny

Commission Expires: April 23, 2023

(Affix Notary Seal)

Commonwealth of Pennsylvania - Notary Seal  
Karl J. Smith, Notary Public  
Allegheny County  
My commission expires April 23, 2023  
Commission number 1290159  
Member, Pennsylvania Association of Notaries

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



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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

Dennal Stewart

2277A2CE73F4E4...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Pamela Bushnell

DB15F2F614E447A...

Dr. Pamela Bushnell, Deputy COO  
Health & Human Services  
Office of the County Manager

CONSULTANT:

NORTHEAST & BUCKS  
COMPANY DBA MULLIN &  
LONERGAN ASSOCIATES, INC.

DocuSigned by:

Bill Wasielewski

Bill Wasielewski  
Principal

ATTEST:

William F. Wasielewski Secretary

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Karl J. Smith  
Notary Public

County: Allegheny

Commission Expires: April 23, 2023

(Affix Notary Seal)

Commonwealth of Pennsylvania - Notary Seal  
Karl J. Smith, Notary Public  
Allegheny County  
My commission expires April 23, 2023  
Commission number 1290159  
Member, Pennsylvania Association of Notaries

2021-0409

6/2/2021 Regular Meeting



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/21/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> PAIST & NOE INC 130 Almshouse Rd, Suite 103 P.O. Box 414 Richboro PA 18954-0414		<b>CONTACT NAME:</b> Mary Bohrer <b>PHONE (A/C, No, Ext):</b> (215) 364-3000 <b>FAX (A/C, No):</b> (215) 364-2449 <b>E-MAIL ADDRESS:</b> mbohrrer@paistnoe.com															
<b>INSURED</b> Northeast & Bucks, Inc. D/B/A Mullin & Loneragan Associates 2 Kacey Court, Suite 201 Mechanicsburg PA 17055		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Property &amp; Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER B: Hartford Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C: Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property & Casualty Company of America	25674	INSURER B: Hartford Insurance Company	29424	INSURER C: Philadelphia Indemnity Insurance Company	18058	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

## COVERAGES

**CERTIFICATE NUMBER:** CL209201518

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		Y	6800359P7472042	10/01/2020	10/01/2021	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COM/OP AGG</td><td>\$ 2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COM/OP AGG	\$ 2,000,000		\$
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A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA6N2814082042	10/01/2020	10/01/2021	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
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A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP0424P2362042	10/01/2020	10/01/2021	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$ 1,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000		\$								
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AGGREGATE	\$ 1,000,000																				
	\$																				
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	39WBCCB2596	10/01/2020	10/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER <table border="1"> <tr><td>E.L. EACH ACCIDENT</td><td>\$ 500,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 500,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 500,000</td></tr> </table>	E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000								
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E.L. DISEASE - POLICY LIMIT	\$ 500,000																				
C	Professional Liability - Claims Made NOT COVERED UNDER UMBRELLA			PHSD1564042	09/18/2020	09/18/2021	<table border="1"> <tr><td>Each Claim</td><td>\$1,000,000</td></tr> <tr><td>Annual Aggregate</td><td>\$1,000,000</td></tr> <tr><td>Deductible</td><td>\$10,000</td></tr> </table>	Each Claim	\$1,000,000	Annual Aggregate	\$1,000,000	Deductible	\$10,000								
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Annual Aggregate	\$1,000,000																				
Deductible	\$10,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insureds under General Liability coverage when required in a written contract or agreement executed prior to loss.

## CERTIFICATE HOLDER

## CANCELLATION

Fulton County - Dept. of Community Development 141 Pryor St. SW  Atlanta GA 30303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
--	--

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## AMENDMENT NO. 2 TO FORM OF AGREEMENT

This Amendment No. 2 to the Cooperative Purchasing Agreement is made and entered into this 1<sup>st</sup> day of June 2022, between Fulton County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as "County", and **NORTHEAST & BUCKS COMPANY DBA MULLIN & LONERGAN ASSOCIATES, INC., (M&L)** hereinafter referred to as "M&L" or "Consultant", authorized to transact business in the State of Georgia.

### WITNESSETH

**WHEREAS**, Fulton County ("County") entered into a Cooperative Purchasing Agreement 20-0479, 2019 Consolidated Annual Performance & Evaluation Report (CAPER) with M&L effective July 8, 2020 to prepare the County's 2019 Consolidated Annual Performance & Evaluation Report ("CAPER") to be submitted to the Housing and Urban Development ("HUD"); and

**WHEREAS**, the County requires additional services and wishes to extend the existing contract to provide assistance to the Department of Community Development in the preparation of various documents and technical assistance related to the Department of Housing and Urban Development ("HUD") Office of Community Planning and Development ("CPD") for the period June 1, 2022 through December 31, 2022; and

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

**WHEREAS**, this amendment was approved by the Fulton County Board of Commissioners on June 1, 2022, BOC Item# 22-\_\_\_\_\_.

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

This Amendment No. 1 to Form of Contract is effective as of the 1<sup>st</sup> day of June, 2022, between the County and the Consultant who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Cooperative Purchasing Agreement.

1. **SCOPE OF WORK TO BE PERFORMED:** To extend the existing contract to provide assistance to the Department of Community Development in the preparation of various documents and technical assistance related to the Department of Housing and Urban Development ("HUD") Office of Community Planning and Development ("CPD") for the period June 1, 2022 through December 31, 2022, in accordance with the Scope of Work and Project Deliverables in Cooperative Purchasing Agreement.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Consultant in an amount not to exceed \$70,000.00 (Seventy Thousand Dollars and No Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Agreement shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the County and delivered to Consultant.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF AGREEMENT:** Except as modified by this Amendment No. 1 to Form of Agreement and the Agreement, and all Agreement 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:

**NORTHEAST & BUCKS COMPANY DBA  
MULLIN & LONERGAN ASSOCIATES,  
INC., (M&L)**

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

\_\_\_\_\_  
Bill Wasielewski, Principal Secretary

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Secretary/Assistant Secretary  
(Affix Corporate Seal)

Approved as to Form:

ATTEST:

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

\_\_\_\_\_  
Notary Public  
County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_  
(Affix Notary Seal)







# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 22-0442

Meeting Date: 6/15/2022

### Department

Community Development

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

Request approval of the 2022 Veterans Services Program (VSP) Evaluation Committee's recommendations in the amount of \$1,000,000.00 to the non-profits identified in Attachment "A". VSP funding to these non-profits will support the delivery of essential community services to Fulton County Veterans in the areas of: Economic Stability/Poverty; Health and Wellness, and Homelessness and Housing.

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

Pursuant to O.C.G.A. Sec. 36-1-19.1, the Board of Commissioners may appropriate money for or the making of any grant or contribution for purely charitable purposes in the form of contracts for services, with "purely charitable purposes" meaning charitable, benevolent, or philanthropic purposes for health, education, social welfare, arts and humanities, or environmental organizations." Pursuant to Fulton County Code Sec. 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the county, as they may deem expedient, according to law, having the care, management, keeping, collecting, or disbursement, of money belonging to the county, or appropriated for its use, making such rules and regulations for the support of the poor of the county, and for the promotion of health, as are not inconsistent with law, and to exercise such other powers as are granted by law, or are indispensable to their jurisdiction over county matters and county finances;

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

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

No

**Summary & Background** *(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:** Scope of Work: The VSP program is the County's principal avenue for funding social services programs for Veterans pursuant to the County's Strategic Plan.

**Community Impact:** VSP funding will support the delivery of essential community services to Fulton County Veterans in the areas of: Economic Stability/Poverty; Health and Wellness, and Homelessness and Housing.

**Department Recommendation:** The Department of Community Development request approval of the 2022 Veterans Services Program (VSP) Evaluation Committee recommendations in the amount of \$1,000,000.00.

**Project Implications:** General funding in the amount of \$1,000.000 for the Veterans Services Program funding was approved by the Fulton County Board of Commissioners at the March 2, 2022 Regular meeting (Agenda item# 22-0159)

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

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

### **Total Contract Value**

This Request: \$1,000,000.00

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

#### **Funding Line 1:**

100-121-VSPG-1160

## 2022 Veterans Services Program Recommendations - Quick Reference - All Service Categories

	Agency Name:	Program Name:	Category:	2022 Recommended Amount:
1	Atlanta Educational Telecommunications Collaborative, Inc.	WABE Passport for Fulton County Veterans	Health and Wellness	\$50,000.00
2	Atlanta Technical College Foundation, Inc.	The ATC Fulton County Veterans Services Program (ATC-FCVS)	Economic Stability/Poverty	\$70,000.00
3	Gateway Performance Productions	Online and Outreach Creative Classes for Veterans	Health and Wellness	\$100,000.00
4	Georgia Higher Arts and Technology Training Institute	Georgia Higher Arts and Technology Training Institute (GHATTI) 2022 Veterans Service	Economic Stability/Poverty	\$71,500.00
5	HouseProud Atlanta, Inc.	HouseProud Atlanta - No-Cost Repairs and Support for Veterans	Homeless and Housing	\$100,000.00
6	Pianos For Peace	Pianos for Peace Healing Arts and Peace Festival	Health and Wellness	\$58,500.00
7	Project Community Connections, Inc.	PCCI Homeless Veterans Program	Homeless and Housing	\$100,000.00
8	Self-Discovery: Pain, Positioning & Purpose, Inc.	SDp3 Fulton County Veterans and Family Members Mental Health and Wellness Initiative	Health and Wellness	\$50,000.00
9	The Investors Academy Inc	Veterans Excelling For Life	Economic Stability/Poverty	\$100,000.00
10	The Salvation Army, A Georgia Corporation	Veterans Homeless and Housing Services	Homeless and Housing	\$50,000.00
11	The Warrior Alliance	The Warrior Alliance Community Integration Program	Economic Stability/Poverty	\$100,000.00
12	U Hope CDC, Inc.	U Hope Veterans Transitional Housing Program	Homeless and Housing	\$50,000.00
13	Veterans Empowerment Organization of Georgia, Inc.	Operation Restoration	Homeless and Housing	\$100,000.00

*2022 VSP Recommendations Total: \$1,000,000*





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 22-0443

**Meeting Date:** 6/15/2022

### Department

Senior Services

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

Request approval of a recommended proposal - Senior Services, 21RFP000027A-CJC, Senior Transportation Services in the amount of \$6,287,324.68 with Transdev, Incorporated (East Point, GA) to provide transportation services for Senior Services and Behavioral Health programs. Effective July 1, 2022 through December 31, 2022 with four renewal options.

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

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

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

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 *(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 of the recommended proposal from Transdev, Incorporated to provide senior transportation services. This is the second solicitation for this service and based on the recommendation from the Purchasing Department, the Department is requesting approval to avoid disruption of Senior Transportation Services.

**Scope of Work:** The services provided under this proposal support two (2) Fulton County

Departments: Senior Services and Behavioral Health & Developmental Disabilities. The services are provided to the 14 Fulton County Neighborhood Senior Centers, 4 adult day health centers, multipurpose facilities and 3 training centers serving developmentally disabled program participants. The service also includes non-emergency medical appointments, dialysis, and group and center field trips for the Neighborhood Senior Centers

**Community Impact:** The services provide transportation to approximately 1,800 Fulton County eligible seniors and developmentally disabled participants.

**Department Recommendation:** The Department of Senior Services recommends approval.

**Project Implications:** The Senior Transportation Service has proved vital to the lives of over 1,800 participants that rely on this service. This service has allowed for eligible Fulton County seniors to make necessary trips in connection to community support, health management and essential appointments and needs. Transportation is the conduit to connect seniors to daily living activities and life enrichment services. Additionally, the senior transportation services provided much needed engagement to developmentally disabled citizens in the areas of training, skills building and appointments.

**Community Issues/Concerns:** If the proposal is not approved, then over 1,800 eligible seniors will not have the services needed to maintain and manage their health, connect to community support programs and developmentally disabled participants will not be able to acquire the skills and training needed to be productive citizens within the County.

**Department Issues/Concerns:** Senior transportation is the top requested service from senior residents. The program is an intervention strategy to provide access to services necessary to seniors and enables them to age in place. If the contract is not extended, then seniors will experience an interruption and termination of transportation services.

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

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

**Contract Value:** \$6,287,324.68

**Prime Vendor:** Trans Dev Services, Inc.

**Prime Status:** Non-Minority

**Location:** Lombardi, IL

**County:** DuPage County

**Prime Value:** \$5,677,454.19 or 90.30%

**Subcontractor:** Vectour Transportation Group

**Subcontractor Status:** African American Male Business Enterprise

**Location:** Atlanta, GA

**County:** Fulton County

**Subcontractor Value:** \$44,640.01 or 0.71%



**Subcontractor:** Banneker Energy  
**Subcontractor Status:** African American Male Business Enterprise  
**Location:** Duluth, GA  
**County:** Gwinnett County  
**Subcontractor Value:** \$541,967.39 or 8.62%

**Subcontractor:** Blue Goose Uniforms, Inc.  
**Subcontractor Status:** African American Male Business Enterprise  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Subcontractor Value:** \$7,544.79 or 0.12%

**Subcontractor:** TWD, Inc.  
**Subcontractor Status:** African American Male Business Enterprise  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Subcontractor Value:** \$15,718.31 or 0.25%

**Total Contract Value:** \$6,287,324.68 or 100.00%  
**Total M/FBE Value** \$609,870.49 or 9.70%

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

Exhibit 1: Contractor Performance Report

Exhibit 2: Evaluation Committee Recommendation

Exhibit 3: Contract Compliance Requirements

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

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

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$0.00  
Previous Adjustments: \$0.00  
This Request: \$6,287,324.68  
TOTAL: \$6,287,324.68

**Grant Information Summary**

Amount Requested: \$971,183.50 ☐ Cash  
Match Required: \$40,099.76 ☐ In-Kind  
Start Date: July 1, 2022 ☐ Approval to Award  
End Date: June 30, 2023 100-183-183W-1567 ☐ Apply & Accept  
Match Account \$: 100-183-183W-1567

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

100-183-183W-1192: General, Senior Services, Aging Grant Supplemental - \$2,642,658.25

**Funding Line 2:**

461-183-TR22-1160: Grant, Senior Services, Professional Services - \$345,798.50

**Funding Line 3:**

461-183-TR23-1160: Grant, Senior Services, Professional Services - \$256,813.50 (Contingent upon Grant Approval)

**Funding Line 4:**

100-183-183W-1567: General, Senior Services, Transfer out County Share - \$40,099.76

**Funding Line 5:**

461-183-AR23-1160: Grant, Senior Services, Professional Services - \$67,025.00 (Contingent upon Grant Approval)

**Funding Line 6:** 461-183-AR23-1160: Grant, Senior Services, Professional Services - \$648,000.00 (Contingent upon Grant Approval)

Key Contract Terms	
Start Date: 7/1/2022	End Date: 12/31/2022
Cost Adjustment:	Renewal/Extension Terms:

**Overall Contractor Performance Rating: 3.0**

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

Yes

**Report Period Start:**  
1/1/2022

**Report Period End:**  
3/31/2022

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**Agenda Item No.:** 22-0443

**Meeting Date:** 6/15/2022

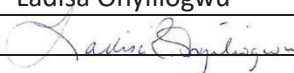
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**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

Report Period Start		Report Period End		Contract Period Start		Contract Period End	
1/1/2022		3/31/2022		1/1/2021		12/31/2022	
Purchaser Order Number				Purchase Order Date			
Department Senior Services							
Bid Number 16RFP02082016A-CJC				Service Commodity Senior Transportation Services			
Contractor Transdev							
<b>Performance Rating</b>							
0 = Unsatisfactory		Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.					
1 = Poor		Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.					
2 = Satisfactory		Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.					
3 = Good		Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied					
4 = Excellent		Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers' expectations are exceeded.					
1. Quality of Goods/Services				(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification			
	0	The contractor has provided reports on time and compliant with providing transportation services according to the service delivery model. The organization has qualified staff and adheres to the contract terms.					
	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 responses to change orders or special request from the Department. Contractor is flexible and accommodates all requests without hesitation. The contractor has provided services compliant to the contract.	
	1		
	2		
X	3		
	4		
3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)	
	0	The contractor responds to all inquiries and questions in a sufficient manner. The contractor is very prompt to answer calls, emails and any special requests. The contractor maintains daily communication with the Department.	
	1		
	2		
X	3		
	4		
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)	
	0	The contractor meets all quality expectations and stays within budget and provides proper invoicing as required.	
	1		
	2		
X	3		
	4		
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)	
	0	The contractor employs staff and has management that has been providing this service for the past 4 years without issues.	
	1		
	2		
X	3		
	4		
Overall Performance Rating		3.0	Date 4/2/2022
Would you select/recommend this vendor again?		yes	
Rating completed by:		Andre M. Danzy	
Department Head Name:		Ladiša Onyiliogwu	
Department Head Signature			



## INTEROFFICE MEMORANDUM

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

**FROM:** Evaluation Committee Recommendation Letter

**DATE:** May 24, 2022

**PROJECT:** 21RFP000057A-CJC, Senior Transportation Services

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

One (1) qualified firm submitted a proposal for evaluation and consideration for award of this project:

1. TransDev Services, Inc.

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by TransDev Services, Inc. with a total score of 86.83, is the recommended vendor for the award of 21RFP000027A-CJC, Senior Transportation Services.

## Evaluation Committee Recommendation Letter

May 24, 2022

Page | 2

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

### **SELECTION COMMITTEE MEMBERS:**

DocuSigned by:

*Kweli-Rashied-Henry*

6E36E70BAB1D454...

Kweli Rashied-Henry, Deputy Director  
Department of Senior Services

DocuSigned by:

*Andre Danzy*

710721A194F94CB...

Andre Danzy, Program Manager  
Department of Senior Services

DocuSigned by:

*Penelope Greer*

B8ABA798E2E246F...

Penelope Greer, Transportation Coordinator  
Department of Senior Services



## Evaluation Committee Recommendation Letter

May 24, 2022

Page | 3

EVALUATION CRITERIA	WEIGHT	TransDev Services, Inc.
Project Plan	20%	16.67%
Qualifications of Key Personnel	20%	18.33%
Relevant Project Experience/Past Performance	20%	18.33 %
Availability of Key Personnel	18%	13.50%
Local Preference	5.0%	5%
Service Disabled Veterans Preference	2.0%	0.0 %
Cost Proposal	15.0%	15%
<b>TOTAL SCORE:</b>	<b>100.00</b>	<b>86.83</b>

## EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (W.C. Pihl),  
Name

Senior Vice President Business Development

Transdev Services, Inc.

Title

Company Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: W.C. Pihl TITLE: Senior Vice President Business Development

SIGNATURE: 

ADDRESS: 720 East Butterfield Road Suite 300, Lombard, Illinois 60148

PHONE NUMBER: 630.571.7070 EMAIL: bd@transdev.com

## EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

**Prime Bidder/Proposer Company Name** Transdev Services, Inc.

**ITB/RFP Name & Number:** SENIOR TRANSPORTATION SERVICES For DEPARTMENT OF SENIOR SERVICES 21RFP000027A-CJC

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** ☒, is ☐ a minority or female owned and controlled business enterprise. ☐ **African American (AABE)**; ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ☐ **Small Business (SBE)**; ☐ **Service Disable Veteran (SDVBE)** ☐ **Disadvantage Business (DBE)** **\*\*If yes, Prime must submit a copy of recent certification.**  
☐ Male or ☐ Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:  
\$ \_\_\_\_\_ Or 100 \_\_\_\_\_ %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV	NOT APPLICABLE	% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

<b>Total Dollar Value of Certified Subcontractors: (\$)</b>	\$11,200.00
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<b>Total Percentage of Certified Subcontractors: (%)</b>	0.17%
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**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

**Signature:**  **Title:** Senior Vice President Business Development

**Business or Corporate Name:** Transdev Services, Inc.

**Address:** 720 East Butterfield Road Suite 300, Lombard , Illinois 60148

**Telephone:** ( ) 630.571.7070

**Fax Number:** ( )

**Email Address:** bd@transdev.com

#### UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report **all** payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

**EXHIBIT B2 FORM**

**SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE  
PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW**

**Certification Designation:** AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

[illegible]

**EXHIBIT C FORM**  
**SUBCONTRACTOR CONTACT FORM**  
**SEE ATTACHED OUTREACH DOCUMENTATION**

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact

Company Name: Transdev Services, Inc.

Project # & Title: 21RFP000027A-CJC - Fulton County Senior Transportation Services

Printed Signature: 

Date: 11/02/2021

**EXHIBIT C FORM**  
**SUBCONTRACTOR CONTACT FORM**

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

[illegible]



November 1, 2021

Fulton County

Re: Transdev's MFBE Outreach Efforts for Senior Transportation Services RFP

Vectour Group (Vectour), a Bus Transportation Management MBE and DBE, was retained by Transdev to MFBE prospecting and outreach for their Senior Transportation Services bid response with Fulton County. After being retained, Vectour performed the following steps:

In conjunction with Transdev, Vectour identified product and service categories that would be a good fit for Transdev to offer prospective MFBEs during the outreach process. The targeted product and service categories were:

- Uniforms
- Office Supplies
- Lubricants

On October 25, 2021, email notification was issued to all MFBEs certified by Fulton County Department of Purchasing & Contract Compliance, to alert them of the bid opportunity with Transdev. The contents and recipients of these email notifications are available upon request. Responses to those blast emails were recorded, including additional information in order to provide a quote, and whether a quote was ever provided.

On October 25, 2021, Vectour published advisements via various on-line platforms (DBE GFE Journal, Twitter, etc.) to promote the subcontracting opportunities.

On October 28, 2021, a virtual MFBE outreach event was held for all interested MFBEs. Detailed information was provided on the potential opportunity. After the virtual outreach event, scope of service documents were sent to MFBEs firms that expressed interest. Transdev selected (1) firm.. The following firm were selected:

- Safeguard Printing and Promotional Products, Inc.

Sincerely,

A handwritten signature in black ink, appearing to be "Reginald Haslam, Jr.", followed by a horizontal line.

Reginald Haslam, Jr.  
President/ Chief Executive Officer  
Vectour Group, Inc.

Firm	Address1	City	State	Zip	Phone Number	Category	Certification Designation	Email	Email Blast 10.25.21	Notes
ALL SUPPLY COMPANY	1631 KENMORE STREET, S.W.	ATLANTA	GA	30311	404-755-2500	Office Supplies	MBE	rcs_asc@hotmail.com	Yes	Unresponsive
ATLANTA BRAND CENTRAL LLC	944 Glenwood Ave SE	Atlanta	GA	30316	404-312-8777	Office Supplies	MBE	darryl@abcatl.com	Yes	Unresponsive
BROWN OFFICE SYSTEMS, INC.	1733 Washington Avenue	ATLANTA	GA	30344	404-766-6056	Office Supplies	FBE	brownoff@bellsouth.net	Yes	Unresponsive
CLINICAL SOLUTIONS, LLC	416 Mary Lindsay Polk Drive, Ste. 515	Franklin	TN	37067	615-369-2485	Office Supplies	FBE	christi@clinicalsolutionspharmacy.com	Yes	Unresponsive
Diamond Dynasty Logistics Inc.	132 EVERGREEN WAY	STOCKBRIDGE	GA	30281	678-763-0611	Office Supplies	FBE	info@diamonddynastylogistics.com	Yes	Unresponsive
DunWell Supply and Services, LLC.	2201 S. Halsted St. Unit 2-4-N	Chicago	IL	60608	312-275-5858	Office Supplies	FBE	catherine@dunwellsupply.com	Yes	Unresponsive
GAMBRELL-BREWSTER LOGISTIX INC.	4426 Hugh Howell Rd, Suite B-520	Tucker	GA	30084	432-517-5900	Office Supplies	MBE	gblogistix@gmail.com	Yes	Unresponsive
Interboro Packaging Corp.	114 Bracken Road	Montgomery	NY	12549	845-782-6800	Office Supplies	FBE	interboro@frontiernet.net	Yes	Unresponsive
J & D Industrial Products and Services, LLC	2550 Heritage Court, Suite 125	Atlanta	GA	30339	404-403-3517	Office Supplies	MBE	djenkins@dunwoodyam.com	Yes	Unresponsive
MASSCOM INSTALL TECH	2400 Park Central Blvd	Decatur	GA	30035	770-374-4693	Office Supplies	FBE	masscomnextk@aol.com	Yes	Unresponsive
Metro Records Management, Inc.	160 Clairemont Avenue, suite 200	Atlanta	GA	30030	404-401-4550	Office Supplies	FBE	rhumphrey@metrorecordsmanagement.com	Yes	Unresponsive
TDC Systems Integration, Inc.	1000 Parkwood Circle, Ste 900	Atlanta	GA	30339	770-805-9300	Office Supplies	MBE	tدوزier@tdcsi.com	Yes	Unresponsive
The Hudson Holding Company	4525 Flat Shoals Parkway, Suite#402	Decatur	GA	30034	404-456-2245	Office Supplies	MBE	dehia@msn.com	Yes	Unresponsive
Total Partners Group LLC	2400 Herodian Way SE, #220	Smyrna	GA	30321	800-445-1161	Office Supplies	FBE, SDVBE	info@tpgllc.us	Yes	Expressed interested. Firm not selected.
XTRA PAIR OF HANDS, LLC	3780 Old Norcross Rd, Suite 103-199	Duluth	GA	30096	404-825-4398	Office Supplies	FBE	info@xtrapairofhands.com	Yes	Unresponsive
GAMBRELL-BREWSTER LOGISTIX INC.	4426 Hugh Howell Rd, Suite B-520	Tucker	GA	30084	432-517-5900	Uniforms	MBE	gblogistix@gmail.com	Yes	Unresponsive
Oliver & Tate Enterprises, Inc	4335 Van Nuys Blvd, Suite 370	Sherman Oaks	CA	91403	818-804-1436	Uniforms	FBE	amy@coverplayard.com	Yes	Unresponsive
PATTERSON PROMOTIONAL PRODUCTS	1654 Beatie Ave. SW	Atlanta	GA	30310	404-871-4736	Uniforms	MBE	pattersonpromo@comcast.net	Yes	Unresponsive
PRESTIGE DESIGN GROUP, INC.	1246 BOULDERCREST DR., S.E.	ATLANTA	GA	30316	404-241-2211	Uniforms	FBE	elayne@prestigedesigngroup.com	Yes	Unresponsive
SAFEGUARD PRINTING & PROMOTIONAL PRODUCTS, INC.	10945 STATE BRIDGE RD, Suite 401-343	ALPHARETTA	GA	30022	770-713-8004	Uniforms	MBE	larry@safeguardmi.com	Yes	Expressed interested. Firm selected.
Tepuy Apparel Designs, Inc	502 W Forsyth St	Americus	GA	31709	229-410-5020	Uniforms	FBE	elena@tepuyactivewear.com	Yes	Unresponsive

**From:** [Outreach](#)  
**Bcc:** [rcs\\_asc@hotmail.com](mailto:rcs_asc@hotmail.com); [darryl@abcatl.com](mailto:darryl@abcatl.com); [brownoff@bellsouth.net](mailto:brownoff@bellsouth.net); [christi@clinicalsolutionspharmacy.com](mailto:christi@clinicalsolutionspharmacy.com); [info@diamonddynastylogistics.com](mailto:info@diamonddynastylogistics.com); [catherine@dunwellsupply.com](mailto:catherine@dunwellsupply.com); [gblogistix@gmail.com](mailto:gblogistix@gmail.com); [interboro@frontiernet.net](mailto:interboro@frontiernet.net); [djenkins@dunwoodyam.com](mailto:djenkins@dunwoodyam.com); [masscommnextk@aol.com](mailto:masscommnextk@aol.com); [rhumphrey@metrorecordsmanagement.com](mailto:rhumphrey@metrorecordsmanagement.com); [tdozier@tdcsi.com](mailto:tdozier@tdcsi.com); [dehia@msn.com](mailto:dehia@msn.com); [info@tpgllc.us](mailto:info@tpgllc.us); [info@xtrapairofhands.com](mailto:info@xtrapairofhands.com); [gblogistix@gmail.com](mailto:gblogistix@gmail.com); [amy@coverplayard.com](mailto:amy@coverplayard.com); [pattersonpromo@comcast.net](mailto:pattersonpromo@comcast.net); [elayne@prestigedesigngroup.com](mailto:elayne@prestigedesigngroup.com); [larry@safeguardmi.com](mailto:larry@safeguardmi.com); [elena@tepuvactivewear.com](mailto:elena@tepuvactivewear.com)  
**Subject:** Transdev Bid Opportunity!! (Fulton County) Virtual MFBE Outreach Event- Thursday, October 28th- Zoom Meeting  
**Date:** Monday, October 25, 2021 5:00:00 PM

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On behalf of **Transdev**, a leading national transit management company, Vectour Group is soliciting interest from qualified **MFBE** vendors certified by Fulton County Department of Purchasing & Contract Compliance - to submit as bid partners for the upcoming opportunity with **Fulton County!**

To learn more, we would like to cordially invite you to attend our **virtual outreach event** to discuss opportunities to perform or provide the following products or services:

- Uniforms
- Office Supplies
- Lubricants

The event will be held via Zoom video meeting.

**SAVE THE DATE:**  
**Thursday, October 28, 2021**  
**11:00 am – 11:30 am EST**

Please **RSVP** by Wednesday, October 27th at 3:00pm EST to [outreach@vectourgroupp.com](mailto:outreach@vectourgroupp.com), to receive a Zoom meeting invite.

We look forward to seeing you there!  
Best,

**Reginald Haslam Jr.**

**Vectour Group, Inc.**

[outreach@vectourgroup.com](mailto:outreach@vectourgroup.com)



The information in this e-mail and in any attachments is confidential and may be legally privileged. It is intended solely for the addressee. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted to be taken in reliance on it, is prohibited and may be unlawful. Thank you.

**Vectour Group**  
236 Auburn Ave., Suite 301  
Atlanta, GA 30303  
Tel: (404) 500-5557  
Fax: (205) 637-5368

## **Ad Proofs**

**Project Name:** Transdev bid opportunity - Fulton County -  
Senior Transportation Services

**Contract/Bid #:** Senior Transportation Services

**Awarding Agency:** Fulton County

# Focus Journal Ad

**Publication:** DBE GoodFaith (DBEGoodFaith.com)

**Published On:** 10/25/2021 @ 09:33:18 AM Pacific

**Expired On:** 11/03/2021 @ 11:59:59 PM Pacific

**Message Notifications Sent To:** rvhaslam@vectourgroup.com

**Published At:** https://dbegoodfaith.com/item.php?item\_type=ads&ad\_adid=52803

## Vectour Group

**Is seeking qualified MFBE**

Project Name

**Transdev bid opportunity - Fulton County - Senior Transportation Services**

Bid/Contract #

**Senior Transportation Services**

Awarding Agency

**Fulton County**

Project Location

**Atlanta, Fulton County, GA**

Bid Date

**11/03/2021 at 02:00**

Project Details

**On behalf of Transdev, Inc., a leading national transit management company, Vectour Group is soliciting interest from qualified MFBE vendors who are currently certified by the Fulton County Department of Purchasing & Contract Compliance. Transdev and Vectour Group are looking for qualified vendors to potentially submit as bid partners to perform or provide the following services/goods in reference to the Senior Transportation Services RFP with Fulton County:**

- Uniforms**
- Office Supplies**
- Lubricants**

**If your firm is interested in one of these opportunities, please email [outreach@vectourgroup.com](mailto:outreach@vectourgroup.com).**

**Thank you.**

**We are an equal opportunity employer. The plans and specs are available for your review at our office. Bonds will not be required from qualified subcontractors.**

## Get in Touch

Outreach Coordinator

**Reginald Haslam**

Telephone

**(404) 500-5557**

Fax

**(205) 637-5368**

Address

**236 Auburn Ave., Suite 301  
Atlanta, GA 30303**

**Send a message**

## How to get in touch

Outreach Coordinator

**Reginald Haslam**

Telephone

**(404) 500-5557**

Fax

**(205) 637-5368**

Address

**236 Auburn Ave., Suite 301**

**Atlanta, GA 30303**

[Send a message](#)



# Trade Journal Ad

**Publication:** DBE Journal (DBEJournal.com)

**Published On:** 10/25/2021 @ 09:33:18 AM Pacific

**Expired On:** 11/03/2021 @ 11:59:59 PM Pacific

**Published At:** [http://dbejournal.com/index.php?show\\_ad=52803&ad\\_project\\_name=Transdev+bid+opportunity+-+Fulton+County+-+Senior+Transportation+Services&co\\_name=Vectour+Group](http://dbejournal.com/index.php?show_ad=52803&ad_project_name=Transdev+bid+opportunity+-+Fulton+County+-+Senior+Transportation+Services&co_name=Vectour+Group)

## Outreach Coordinator

Reginald Haslam

## Contact Information

236 Auburn Ave., Suite 301  
Atlanta, GA 30303

## Telephone

(404) 500-5557

## Fax

(205) 637-5368

## Vectour Group is seeking qualified MFBE

### Project Name

Transdev bid opportunity - Fulton County - Senior Transportation Services

### Bid/Contract #

Senior Transportation Services

### Awarding Agency

Fulton County

### Project Location

Atlanta, Fulton County, GA

### Bid Date

11/03/2021 at 02:00

### Project Details

On behalf of Transdev, Inc., a leading national transit management company, Vectour Group is soliciting interest from qualified MFBE vendors who are currently certified by the Fulton County Department of Purchasing & Contract Compliance. Transdev and Vectour Group are looking for qualified vendors to potentially submit as bid partners to perform or provide the following services/goods in reference to the Senior Transportation Services RFP with Fulton County: - Uniforms - Office Supplies - Lubricants If your firm is interested in one of these opportunities, please email [outreach@vectourgroup.com](mailto:outreach@vectourgroup.com). Thank you.

We are an equal opportunity employer. The plans and specs are available for your review at our office. Bonds will not be required from qualified subcontractors.

Tweet

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Vectour Group is seeking MFBE in Atlanta - [dbegoodfaith.com/item.php?item\\_...](#)

04:00 PM - Dec 31, 1969





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 22-0444

**Meeting Date:** 6/15/2022

### Department

Senior Services

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

Request approval to extend an existing contract - Senior Services 16RFP02082016A-CJC, Senior Transportation Services in an amount not to exceed \$1,680,000.00 with Transdev, Incorporated (Lombard, IL), to provide senior transportation services for Senior Services and Behavioral Health Programs for an additional three month period. Effective July 1, 2022 through September 30, 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 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 *(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 (Department) recommends approval for the three (3) month extension with Transdev, Incorporated to provide senior transportation services. The RFP for services was solicited. One bid was received. Based on the recommendation from Purchasing Department, the RFP was resolicited resulting in a sole proposer. In order to account for time to

complete the procurement process and address cost drives such as increased fuel and labor wages, the Department is requesting to extend the contract to prevent disruption in Senior transportation Services.

**Scope of Work:** The services provided under this contract include services for Senior Services and Behavioral Health Programs. The services are provided to the 14 neighborhood senior centers, 4 adult day care centers, and 3 developmentally disabled training centers. The service also includes non-emergency medical appointments, dialysis, trips to the multipurpose centers, and group trips and field trips for centers.

**Community Impact:** The services provide transportation to approximately 1,800 Fulton County eligible seniors and developmentally disabled participants.

**Department Recommendation:** The Department of Senior Services recommends approval.

**Project Implications:** Transportation services are the conduit to connect seniors to daily living activities and life enrichment services. Additionally, the transportation services provide needed engagement to developmentally disabled citizens for training, appointments, employment, etc. If this service is interrupted, it would disrupt the lives of 1,800 Fulton County citizens.

**Community Issues/Concerns:** If the contract is not extended, then eligible seniors aged 60 and above including developmentally disabled residents will not have access to County-based transportation services.

**Department Issues/Concerns:** Senior transportation is the top requested service from senior residents. The program is an intervention strategy to provide access to services necessary to seniors and enable them to age in place. If the contract is not extended, then seniors will experience an interruption and termination of transportation services.

## Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	16-0853	10/5/2016	\$6,000,000.00
1 <sup>st</sup> Renewal	17-0808	10/4/2017	\$6,000,000.00
Amendment No. 1	18-0421	6/20/2018	\$208,240.00
2 <sup>nd</sup> Renewal	18-0810	11/7/2018	\$5,900,000.00
Amendment No. 2	19-0391	5/15/2019	\$100,000.00
3 <sup>rd</sup> Renewal	19-0773	10/2/2019	\$5,900,000.00
4 <sup>th</sup> Renewal	20-0964	12/16/2020	\$4,800,000.00
Amendment No 3	21-0775	10/6/2021	\$979,826.88
Amendment No. 4	22-0196	3/16/2022	\$1,350,000.00
<b>Extension No. 1</b>			<b>\$1,680,000.00</b>
Total Revised Amount			\$32,918,066.88

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

**Contract Value:** \$1,680,000.000

**Prime Vendor:** Trans Dev Services, Inc.

**Prime Status:** Non-Minority

**Location:** Lombardi, IL

**County:** Dupage County

**Prime Value:** \$1,680,000.00

**Total Contract Value:** \$1,680,000.00 or 100.00%

**Total M/FBE Value** \$-0-

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

Exhibit 1: Contract Performance Report

Exhibit 2: Extension No. 1 to Form of Contract

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

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

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$6,000,000.00

Previous Adjustments: \$25,238,066.88

This Request: \$1,680,000.00

TOTAL: \$32,918,066.88

**Grant Information Summary**

Amount Requested: \$65,000.00

Match Required: 0

Start Date: July 1, 20222

End Date: June 30, 2023

Match Account \$:

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

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

100-183-183W-1192: General, Senior Services, Aging Grant Supplemental - \$1,615,000.00

**Funding Line 2:**

461-183-TR22-1160: Grants, Senior Services, Professional Services - \$65,000.00 (Contingent upon BOC Approval)

<b>Key Contract Terms</b>	
<b>Start Date:</b> 7/1/2022	<b>End Date:</b> 9/30/2022
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b>

**Overall Contractor Performance Rating:** 3.0

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

Yes

**Report Period Start:**  
1/1/2022

**Report Period End:**  
3/31/2022





**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2022	3/31/2022	1/1/2022	12/31/2022
Purchaser Order Number		Purchase Order Date	

Department

**SENIOR SERVICES**

Bid Number	Service Commodity
16RFP02082016A-CJC	SENIOR TRANSPORTATION
Contractor	

**TRANSDEV**

**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)

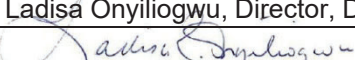
<input type="radio"/>	0	The Contractor follows the specification and compliance of the contract. The contractor provides reports and administration has weekly and daily communication with the Department. The contractor employs qualified personnel as indicated through the monitoring of the contract by the State and Department.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

**2. Timeliness of Performance**

(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)

<input type="radio"/>	0	The contractor is very responsive to Department requests and if needed directional changes on the service delivery model. The contractor has supported and worked on all changes and directives from the Department.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	The contractor contacts the Department immediately if there any problems to the service delivery model. In addition, the contractor responds to all inquiries by the Department or outside funding agencies requests.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
<input type="radio"/>	0	The contractor provides proper invoicing and is within budget.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	The contractor has been providing transportation services for five years. The supervision and management are effective and all the credentials and experience are appropriate as regulated by the state and federal governments.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

Overall Performance Rating	3.00	Date	4/22/2022
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Andre M. Danzy, Program Manager, Department of Senior Services		
Department Head Name:	Ladisa Onyiliogwu, Director, Department of Senior Services		
Department Head Signature			

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

Submit

Print

Save

**EXTENSION NO. 1 TO FORM OF CONTRACT**

Contractor: **Transdev, Incorporated**

Contract No. **16RFP02082016A-CJC, Senior Transportation Services**

Address: **2251 Sylvan Road, Suite 125**

City, State **East Point, Georgia 30324**

Telephone: **470-773-8101**

E-mail: **ayana.williams@transdev.com**

Contact: **Ayana Williams  
General Manager**

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

WHEREAS, Fulton County ("County") entered into a Contract with Transdev, Incorporated to provide Senior Transportation Services, dated October 5, 2016, on behalf of the Department of Senior Services; and

WHEREAS, the County wishes to extend the existing contract for an additional three month period from July 1, 2022 through September 30, 2022; and

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

WHEREAS this Extension was approved by the Fulton County Board of Commissioners on June 15, 2022, BOC Item #22-.

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

This Extension No. 1 to Form of Contract is effective as of the 1st day of July 2022, between the County and Transdev Incorporated who agree that all Services specified will be performed in accordance with this Extension No. 1 to Form of Contract, and the Contract Documents for an additional three month period, with the contract ending as of the 30th day of September 2022.

1. **SCOPE OF WORK TO BE PERFORMED:** No change in scope of work.
2. **COMPENSATION:** The services herein shall be performed by Contractor for a total amount not to exceed \$1,680,000.00 (One Million Six Hundred Eight Thousand Dollars and No Cents).

3. **LIABILITY OF COUNTY:** This Extension 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 EXTENSION NO. 1 TO FORM OF CONTRACT:** Except as modified by this Extension 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:

**TRANSDEV, INCORPORATED**

\_\_\_\_\_  
Laura Hendricks  
President/CEO

ATTEST:

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

(Affix Corporate Seal)

ATTEST:

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

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

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

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 22-0445

**Meeting Date:** 6/15/2022

### 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 amount not to exceed \$43,987.00 with Common Courtesy (Atlanta, GA), to provide transportation services/ride sharing through Uber/Lyft for eligible seniors aged 60 and above. Effective upon Board approval.

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

In accordance with Purchasing Code Section 102-240, contract modification within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms of 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 *(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 for the spending authority increase of \$43,987.00 with Common Courtesy. The Department received a grant award of \$43,987.00 from Atlanta Regional Commission to provide Alternative Senior Transportation Services, which provides transportation services/ride sharing through Uber/Lyft for eligible seniors aged 60 and above. The

Department manages non-emergency medical transportation through its MOST Model (Mobility Options for Seniors 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 can to walk.

**Scope of Work:** Common Courtesy, through partnerships with local Transportation Network Companies (TNC's), 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 includes implementation of an automated system that orders trips from both mobile applications and/or desktops for operators as needed. The system tracks routes from beginning to end of the trip to ensure a level of security for the senior riders. The contractor provides monthly invoicing along with detailed reports of senior usage. Eligible Fulton County seniors who qualify will pay \$1.00 cost share per trip, receive up to 16 trips per month and may travel within a 15-mile radius.

**Community Impact:** Provides vital services to aid citizens maintain health.

**Recommendation:** The Department recommends approval

**Project Implications:** 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.

**Community Issues/Concerns:** The community concern would be a status quo of trips provided and additional trips could not be added to cover costs through this grant.

**Department Issues/Concerns:** The Department of Senior Services concern would be not to use this funding opportunity to cover additional trips for seniors.

### Contract Modification

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	21-1048	12/15/2021	\$1,383,670.00
Amendment No. 1	22-0367	5/18/2022	\$519,177.60
<b>Increase in Spending Authority</b>			<b>\$43,987.00</b>
Total Revised Amount			\$1,946,834.60

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

**Contract Value:** \$43,987.00

**Prime Vendor:** Common Courtesy, Inc.

**Prime Status:** Non-Minority



**Location:** Atlanta, GA  
**County:** Fulton County  
**Prime Value:** \$43,987.00 or 100.00%  
**Subcontract:** None

**Total Contract Value:** \$43,987.00 or 100.00%  
**Total M/FBE Value** \$-0-

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

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

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

Ladisa Onyiliogwu, Director, Department of Senior Services

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$1,383,670.00  
Previous Adjustments: \$519,177.60  
This Request: \$43,987.00  
TOTAL: \$1,946,834.60

**Grant Information Summary**

Amount Requested:	\$43,987.0	<input type="checkbox"/>	Cash
Match Required:	\$0	<input type="checkbox"/>	In-Kind
Start Date:	July 1, 2021	<input type="checkbox"/>	Approval to Award
End Date:	June 30, 2022	<input type="checkbox"/>	Apply & Accept
Match Account \$:			

**Fiscal Impact / Funding Source**

**Funding Line 1:**

461-183-AR22-1160, Grant, Senior Services, Transportation Services, \$43,987.00 (Contingent upon

---

**Agenda Item No.:** 22-0445

**Meeting Date:** 6/15/2022

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BOC approval for AR22 Grant Amendment)

<b>Key Contract Terms</b>	
<b>Start Date:</b> 7/8/2021	<b>End Date:</b> 6/30/2022
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b>

**Overall Contractor Performance Rating:** 3.0

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

Yes

**Report Period Start:**  
1/1/2022

**Report Period End:**  
3/31/2022



**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2022	3/31/2022	1/1/2022	12/31/2022
Purchaser Order Number		Purchase Order Date	

Department

**SENIOR SERVICES**

Bid Number	Service Commodity
18RFP115491A-CJC	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)

<input type="radio"/>	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
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

2. Timeliness of Performance

(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)

<input type="radio"/>	0	The contractor provides great response time per the agreement. The contractor follows the direction of the Department and meet the needs required. The contractor also assists with troubleshooting on improving the service delivery model.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	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.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
<input type="radio"/>	0	The contractor provides proper invoicing along with supportive documentation. The high demand of this service has caused the program to go outside the budget. The Department will be recommending cost cutting strategies after they are presented and approved by County Leadership
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	The contractor's credentials align with the needed experience and appropriateness to deliver the services for Alternative Senior Transportation Services.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

Overall Performance Rating	3.00	Date	4/22/2022
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Andre M. Danzy, Program Manager, Department of Senior Services		
Department Head Name:	Ladisa Onyiliogwu, Director, Department of Senior Services		
Department Head Signature	<i>Ladisa Onyiliogwu</i>		

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

Submit

Print

Save

**AMENDMENT NO. 2 TO FORM OF CONTRACT**

Contractor: **Common Courtesy, Incorporated**

Contract No. **18RFP115491A-CJC**

Address: **P.O. Box 19674**

City, State **Atlanta, GA 30325**

Telephone: **678-809-2521**

E-mail: **[bob@ccrides.org](mailto: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, Incorporated **Open Hand Atlanta** to provide/perform **Alternative Senior Transportation Services** dated December 16, 2021, on behalf of the Department of Senior Services; and

WHEREAS, this contract was amended (Amendment No. 1) to implement Alternative Senior Transportation Services and approved by on BOC item; 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. 2 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. 2 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 **\$43,987.00**
3. **LIABILITY OF COUNTY:** This Amendment No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same

until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF AMENDMENT NO. 2 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 2 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

**IN WITNESS THEREOF**, the Parties hereto have caused this 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:

\_\_\_\_\_  
[insert department head name & title]  
[insert user department name]

CONSULTANT:

**COMMON COURTESY,  
INCORPORATED**

\_\_\_\_\_  
Bob Carr  
Founder

ATTEST:

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

(Affix Corporate Seal)

ATTEST:

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

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

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

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0446

**Meeting Date:** 6/15/2022

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### Department

Sheriff

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

Request approval of an Intergovernmental Agreement (IGA) between the City of Alpharetta and the Fulton County Sheriff's Office represented by Patrick Labat a constitutional officer for the occupancy, use, operation, supervision, and detention of inmates in the Alpharetta Jail Facility located at 2565 Old Milton Parkway in Alpharetta, Georgia. Effective dates: August 1, 2022, through August 1, 2023, with four (4) successive one (1) year renewals. The County Attorney is authorized to approve the IGA as to form and to make necessary modifications thereto prior to execution.

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

Click or tap here to enter text.

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

Choose an item.

### Commission Districts Affected

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

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF  
ALPHARETTA, GEORGIA, THE FULTON COUNTY SHERIFF'S OFFICE, AND  
FULTON COUNTY, GEORGIA, TO BOARD AND PROVIDE FOR THE HOUSING  
OF INMATES AT THE ALPHARETTA JAIL**

**This Intergovernmental Agreement ("Agreement")** is made and entered by and between the City of Alpharetta, Georgia ("City"), a municipal corporation of the State of Georgia, the Fulton County Sheriff ("Sheriff"), a constitutional officer pursuant to the Georgia Constitution, and Fulton County, Georgia ("County"), a political subdivision of the State of Georgia.

**WHEREAS**, the City and County are governmental units located within the State of Georgia authorized by law to enter into intergovernmental agreements pursuant to Article 9, Section 3, Paragraph 1 of the Georgia Constitution; and

**WHEREAS**, the City, Sheriff and County share a common interest to form a law enforcement partnership to successfully address issues involving the care and custody of inmates; and

**WHEREAS**, the city of Alpharetta owns a jail facility located at 2565 Old Milton Parkway, Alpharetta, Georgia ("Alpharetta Jail Facility"); and

**WHEREAS**, the City, Sheriff and County desire to cooperate in the operation of the Alpharetta Jail Facility.

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

**Section 1. Purpose.**

The purpose of this Agreement is to establish a formal binding relationship between the City, Sheriff, and County for the occupancy, use, operation and supervision of the Alpharetta Jail Facility by the Sheriff and County and the detention of persons charged with or convicted of violating federal, state, or local law or held as a material witness at the Alpharetta Jail Facility. The City will provide the Sheriff and County the right to use and occupy the Alpharetta Jail Facility for the purpose of processing/booking, detaining, and housing/boarding Fulton County pre-trial detainees and inmates, and for other purposes, at no cost. In consideration of same, the County through the Sheriff will manage, operate and supervise the Alpharetta Jail Facility and process/book, detain and house/board at the Alpharetta Jail Facility, persons who are charged with or convicted of a municipal offense of the City of Alpharetta or other offense over which the Municipal Court of the City of Alpharetta has jurisdiction ("Alpharetta Inmate"), as further provided for herein.

**Section 2. Statement of City Obligations.**

Subject to the terms and conditions stated herein, the City agrees to:

- a. grant the right to possess, occupy and use the entire first floor of the Alpharetta Jail Facility to the County for use and occupancy by the Sheriff for the term set forth herein;
- b. not remove any furniture, fixtures, equipment or supplies related to jail operations in the Alpharetta Jail Facility;
- c. provide 24-hour access to the Intoxilizer machine in the Alpharetta Jail Facility;
- d. provide parking spaces for the Sheriff's staff;
- e. provide building systems maintenance, including mechanical, electrical, plumbing and roofing systems;
- f. pay utility costs for the Alpharetta Jail Facility while in use by the Sheriff;
- g. transport Alpharetta Inmates to Municipal Court and, as further provided herein, local healthcare facilities;
- h. be responsible for all offsite medical expenses incurred by Alpharetta Inmates, as further provided herein;
- i. pay to Fulton County within 45 days of receipt of an invoice, an inmate processing fee of \$60 for each Alpharetta Inmate booked into the Alpharetta Jail Facility; and
- j. pay to Fulton County within 45 days of receipt of an invoice, an inmate holding fee of \$60 per inmate for each day an Alpharetta Inmate remains detained in the Alpharetta Jail Facility. Partial days detained shall be counted as full days under this agreement.

### **Section 3. Statement of Sheriff and County Obligations.**

Subject to the terms and conditions stated herein, the County and Sheriff agree to:

- a. maintain general sanitation and cleanliness of the Alpharetta Jail Facility and provide housing, safekeeping, and normal inmate maintenance services to all inmates detained at the Alpharetta Jail Facility consistent with all applicable laws, standards, policies and procedures applicable to such services and duties and the operations of the Alpharetta Jail Facility;
- b. add equipment as needed to the Alpharetta Jail Facility and retain ownership of said equipment;
- c. provide medical care for all prisoners housed in the Alpharetta Jail Facility, as further set forth herein;
- d. continue booking and identification of arrestees admitted in the Alpharetta Jail Facility;
- e. book, house, and provide normal inmate maintenance services for up to twenty (20) Alpharetta Inmates;
- f. transport arrestees to Rice Street Jail when transfer of such arrestees is desired or required, as determined by the Sheriff;
- g. provide adequately trained staff to operate the Alpharetta Jail Facility;
- h. maintain and store property of all arrestees/inmates; and
- i. as further set forth herein, arrange or provide transportation to and from local healthcare facilities (i.e., off-site medical facilities) and in emergency situations, as determined by the Sheriff, ensure inmates get to a hospital via ambulance; however, the City agrees to provide security for Alpharetta Inmates while hospitalized.

#### **Section 4. Term.**

This Agreement shall be for a term of five (5) years, as further provided for herein. This Agreement is effective September 1, 2022, and shall continue in effect until September 1, 2023 (the “initial term”). Thereafter, this Agreement shall be automatically renewed for up to four (4) successive one (1) year terms (each one-year term occurring after the initial term shall be referred to as a “renewal term”), unless the City provides the County and Sheriff or the County and Sheriff provide the City with written notice of its/their intent not to renew this Agreement not less than ninety (90) days prior to the expiration of the initial term. At the expiration of each renewal term, this Agreement shall be automatically renewed for an additional one (1) year term, unless the City provides the County and Sheriff or the County and Sheriff provide the City written notice of its/their intent not to renew this Agreement not less than ninety (90) days prior to the expiration of such renewal term. Notwithstanding the foregoing, this Agreement may be terminated earlier in accordance with Section 5 hereof.

#### **Section 5. Termination.**

The City may terminate this Agreement upon ninety (90) days’ written notice to the County and Sheriff. The Sheriff or County may terminate this Agreement upon ninety (90) days’ written notice to the City. Any such notice from the Sheriff shall set forth the specific plans for accommodation and/or transfer of the affected jail population. Notwithstanding this termination provision, the County may terminate this agreement upon 30 days written notice for the failure to timely or fully pay an invoice.

#### **Section 6. Supervision; Receiving, Detention and Discharge.**

Except as otherwise expressly provided for herein, all persons accepted and booked into the Alpharetta Jail Facility by the Sheriff or otherwise detained in the Alpharetta Jail Facility shall be under the supervision, control and physical custody of the Sheriff, and the Sheriff agrees to provide housing, safekeeping, and normal inmate maintenance services to all inmates detained at the Alpharetta Jail Facility consistent with all applicable laws, standards, policies and procedures applicable to such services or duties and the jail facility. The “housing” of inmates shall be defined by the Sheriff to include, but not be limited to, the provision of an appropriate physical space within the jail facility and those necessary related facilities and services such as public utilities, heat, air conditioning, recreational facilities, etc., needed to appropriately support the housing of prisoners. Notwithstanding the foregoing, the City shall be responsible for providing building systems maintenance, including mechanical, electrical, plumbing and roofing systems, and paying the costs of public utilities provided to the Alpharetta Jail Facility. As used herein, “normal inmate maintenance services” means the ordinary and relatively routine human needs common to all prisoners as defined by the Sheriff and as required under applicable law, including, but not limited to, the provision of food, clothing and medical care. The Sheriff shall provide adequately trained detention officers twenty-four (24) hours a day to supervise all inmates at the Alpharetta Jail Facility.

Further, the Sheriff and County, through the Sheriff, agree to provide housing, safekeeping, and normal inmate maintenance services at the Alpharetta Jail Facility for up to twenty(20) Alpharetta Inmates (at the same time), subject to the other terms of this Agreement, including, but not limited to, the provisions set forth in Section 7 hereof. The Sheriff agrees to accept, process, and book Alpharetta Inmates through the Sheriff's normal booking procedures, including fingerprinting, photographing, and creating a booking record through the Alpharetta Records Management System (RMS). Further, the Sheriff agrees to maintain and securely store the property of all inmates housed at the Alpharetta Jail Facility. The Sheriff agrees to provide sufficient and adequately trained detention officers and other staff in order to perform the foregoing duties and supervise all inmates at the Alpharetta Jail Facility.

The Sheriff agrees to release Alpharetta Inmates upon lawful request by law enforcement officers of the City to law enforcement officers of the City or upon the posting of appropriate bail or upon the order of a court of competent jurisdiction. Prior to the release of an Alpharetta Inmate from custody, the Sheriff shall request/initiate a GCIC/NCIC warrant check by the City police agency, and the GCIC/NCIC warrant check must be completed by the City police agency before any such release. The Sheriff reserves the right, to the extent allowable by law, to utilize electronic monitoring on any and all repeat offenders released from the Alpharetta Jail.

The Sheriff and County further agree to allow the City to use sufficient space within Alpharetta Jail Facility for bond and first appearance hearings, inmate interviews and other similar purposes. The parties agree to cooperate with each other regarding the scheduling of the use of these spaces. The City shall be responsible for the transportation of Alpharetta Inmates to Municipal Court and will ensure that first appearance hearings are provided to Alpharetta Inmates in accordance with state and federal law.

In executing this Agreement, the Sheriff and County do not assume any liability or responsibility for, or in any way release the City from any liability arising out of or related to the legality of the arrest of Alpharetta Inmates or the legality or enforceability of any City ordinance. Under no circumstances shall any employee, official or agent of the County or Sheriff be deemed to be an employee of the City for any purposes and nothing contained within this Agreement shall be deemed to create any such employee-employer relationship.

Notwithstanding this provision or any other provision within this agreement, the Sheriff may, in his sole discretion, refuse to accept an inmate at the Alpharetta Jail Facility. Upon such occurrence, the Sheriff shall notify the City within 24 hours of the refusal and the reason or reasons for the refusal.

## **Section 7. Medical Care and Expenses of Alpharetta Inmates.**

The County, through the Sheriff, will provide routine on-site medical care and treatment, including medical supplies, to Alpharetta Inmates in the same manner that such services are provided to County inmates at the Alpharetta Jail Facility without any additional cost to the City. When in the determination of the Sheriff off-site medical care or treatment, including emergency medical care or treatment, is required for an Alpharetta Inmate, the Sheriff will notify the City of same as soon as reasonably possible, so that the City may arrange for the provision of such medical care or treatment and provide transportation to and from local healthcare facilities (i.e., off-site medical facilities); provided, however, when immediate emergency transport of an Alpharetta Inmate to local healthcare facilities is required for

emergency medical care/treatment, as determined at the sole discretion of the Sheriff, the Sheriff will provide emergency medical transport to local healthcare facilities. Security for Alpharetta Inmates while at local healthcare facilities will be the responsibility of the City; provided, however, when emergency transport has been provided at the discretion of the Sheriff, security will be provided by the Sheriff's detention officers until the City is able to provide law enforcement officers to relieve such detention officers. The Sheriff shall notify the City as soon as possible of all emergency medical cases requiring the Sheriff's emergency medical transport and removal of an Alpharetta Inmate from the Alpharetta Jail Facility, and the City agrees to provide security for any such inmates within one (1) hour after being contacted and provided the necessary information.

As between the parties to this Agreement, to the extent that any off-site medical care or treatment is provided to an Alpharetta Inmate, the City agrees to be responsible for the costs of such off-site medical care or treatment; provided, however, the City does not assume any liability or responsibility for, or in any way release the Sheriff and/or County from any cost or liability arising out of or related to any negligent or willful act or omission of the County or Sheriff, or any of their respective officers, deputies, employees, or agents. Nothing set forth in this Agreement shall be construed so as to limit or remove responsibility for payment of such off-site medical care or treatment by an Alpharetta Inmate or a provider of insurance that is otherwise responsible for payment of part or all of such services or to limit the City's right to reimbursements for the costs incurred for such medical care or treatment from an Alpharetta Inmate or a provider of insurance when insurance coverage is available for payment for such services. The County and Sheriff agree to cooperate with the City in the City's seeking reimbursement for the costs of medical care or treatment incurred by the City for an Alpharetta Inmate.

#### **Section 8. Transition from Alpharetta Inmate Status.**

It is understood and agreed that a person booked and detained at the Alpharetta Jail Facility by reason of being charged with a municipal offense of the City of Alpharetta or other offense over which the Municipal Court of the City of Alpharetta (the "Municipal Court") has jurisdiction shall be considered an Alpharetta Inmate unless or until such person, whether exclusively on or in combination with other charges, is charged with any County, State<sup>1</sup> or Federal offense or is being held or detained by reason of an investigation of any County, State or Federal offense. It is further understood and agreed that a person detained or confined at the Alpharetta Jail Facility by reason of being convicted of a municipal offense of the City of Alpharetta or other offense over which the Municipal Court has jurisdiction shall be considered an Alpharetta Inmate unless or until such person is: (i) booked, held, or detained by reason of being convicted of any County, State or Federal offense; (ii) convicted of any County, State or Federal offense which provides for a sentence confining such person for any period of time that runs concurrently with the sentence of the Municipal Court; (iii) held, detained or confined beyond the period of confinement to which sentenced by the Municipal Court; or (iv) being held, detained or confined at the Alpharetta Jail Facility following the issuance of an order of a court of competent jurisdiction or contrary to any law providing for such person's release or transfer to another detention facility. Furthermore, it is understood and agreed that any person booked, held, detained or confined at the Alpharetta Jail Facility by reason of being charged with or convicted of a municipal offense of the City of Alpharetta

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<sup>1</sup> Other than State offenses for which the Municipal Court maintains jurisdiction (i.e., a State offense over which the Municipal Court has jurisdiction which is not bound over to the State Court of Fulton County).



or other offense over which the Municipal Court has jurisdiction shall cease to be considered an Alpharetta Inmate upon his or her release or transfer from the Alpharetta Jail Facility.

#### **Section 9. Costs of Other Inmates.**

The Sheriff and County shall be liable and responsible for all costs associated with or related to any and all pre-trial detainees and inmates detained at the Alpharetta Jail Facility who are not Alpharetta Inmates.

#### **Section 10. Coordination and Administration.**

The parties agree to work together to coordinate the use of the Alpharetta Jail Facility and the activities contemplated under this Agreement. It is agreed that for the purpose of liaison and administration, the Alpharetta Director of Public Safety shall be the City's primary representative and point of contact and the Sheriff of Fulton County or the Chief Jailor of the Sheriff, as designated, shall be the Sheriff's primary representative and point of contact. The Alpharetta Director of Public Safety may appoint a designee(s) as the City representative(s) to whom all communications from the Sheriff with respect to the day-to-day operations performed under this Agreement may be addressed, and the Sheriff of Fulton County or the Chief Jailor of the Sheriff, as applicable, may appoint a designee(s) as the Sheriff representative(s) to whom all communications from the City with respect to the day-to-day operations performed under this Agreement may be addressed. Each party shall provide the other party with the names and contact information of such designees.

#### **Section 11. Insurance.**

Each party to this Agreement shall procure and maintain such insurance as is required by applicable federal and state law and as may be appropriate and reasonable to cover its personnel, equipment, vehicles, property, and obligations hereunder, including but not limited to liability insurance, workers' compensation insurance, automobile liability insurance and property insurance. The County shall retain the right to self-fund for any and all of the aforementioned insurance coverages.

#### **Section 12. Records; Audit; Billing.**

The Sheriff and County agree upon request to furnish the City all records pertaining to the housing and maintenance of Alpharetta Inmates. The City shall have the right to audit all financial data pertaining to any fees or expenses for which the City is responsible under this Agreement, which right shall survive the term of this Agreement. The Sheriff shall maintain a record of each Alpharetta Inmate, which shall include the duration of confinement. The Sheriff shall submit invoices to the City every 30 days for the processing and holding fees for 30 days prior. The failure to timely submit an invoice shall not forgive payment by the City. The City agrees to pay said invoices to the County within 45 days of receipt of an invoice.

#### **Section 13. Notices.**

All official notices or other communications required to be given in writing under this Agreement shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

For County:

Office of the County Manager  
Fulton County Government Center  
141 Pryor Street, S.W.  
Atlanta, Georgia 30303  
Attn: County Manager

For Sheriff:

Patrick "Pat" Labat, Sheriff  
Fulton County Sheriff's Office  
185 Central Avenue  
Atlanta, Georgia 30303

For City:

Robert J. Regus  
City Administrator  
2 Park Plaza  
Alpharetta, Georgia 30009

With Copies to:  
John Robinson  
Director of Public Safety, City of Alpharetta, Georgia  
2565 Old Milton Parkway  
Alpharetta, Georgia 30009

#### **Section 14. Entire Agreement; Modification.**

The terms of this Agreement represent the entire agreement between the parties and supersedes all prior written or oral statements and any preexisting agreements relating to the use of the Alpharetta Jail Facility by the County and Sheriff. No modification of this Agreement shall be binding upon the parties unless evidenced by a subsequent written Agreement approved and signed by the appropriate authorities or representatives of each party to this Agreement.

#### **Section 15. Severability.**

The provisions of this Agreement shall be deemed independent and severable. In the event any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement.

#### **Section 16. Time of Performance.**



Time is of the essence in the performance of this Agreement.

**Section 17. Governing Law.**

This Agreement shall be governed in all respects as to the validity, construction, capacity performance, or otherwise by the laws of the State of Georgia.

**Section 18. No Waiver of Immunity.**

Nothing contained in this Agreement shall be constructed to be a waiver of either party's sovereign immunity, any individual's qualified immunity, or any other immunity or exemption from liability provided for by law.

**Section 19. No Third Party Beneficiaries.**

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

**Section 20. Survival.**

Any and all provisions of this Agreement creating obligations extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.

**{SIGNATURES ON NEXT PAGE}**

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

**CITY OF ALPHARETTA, GEORGIA**

By: \_\_\_\_\_  
Jim Gilvin, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Lauren Shapiro, City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

**FULTON COUNTY SHERIFF'S OFFICE**

By: \_\_\_\_\_  
Patrick "Pat" Labat  
Sheriff, Fulton County, Georgia

Date: \_\_\_\_\_

**FULTON COUNTY, GEORGIA**

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

Date: \_\_\_\_\_

ATTEST:

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

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Attorney's Office

Date: \_\_\_\_\_





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0331

**Meeting Date:** 6/15/2022

---

**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) (HELD FOR 30 DAYS ON 5/18/22)**

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 4<sup>th</sup> day of May, 2022.

20  
21  
22  
23  
24  
25  
26  
27

**FULTON COUNTY BOARD  
OF COMMISSIONERS**

**Sponsored By:**

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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)

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 15<sup>th</sup> day of June, 2022.

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26  
27

**FULTON COUNTY BOARD  
OF COMMISSIONERS**

**Sponsored By:**

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Marvin S. Arrington, Jr., Commissioner  
District 5

**ATTEST:**

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Tonya R. Grier,  
Clerk to the Commission

**APPROVED AS TO FORM:**

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Y. Soo Jo,  
County Attorney

P:\CALegislation\BOC\Resolutions\Ordinances\2022\Arrington\6.15.22.Ordinance Amending BOC Procedural Rule 6-Public  
Comment FINAL.doc

1   **Sec. 101-66. Agenda, preparation of; public comment.**

2   (a)   The Fulton County Board of Commissioners holds a regular meeting (first Wednesday of the month) and a  
3       recess meeting (third Wednesday of the month). The agenda is prepared by the clerk's office in concert with  
4       the county manager's office. The deadline for submitting items for regularly scheduled board of  
5       commissioners' meetings to the clerk's office for inclusion on the next agenda is 10:00 a.m. on Friday prior to  
6       the meeting. A final copy of the agenda is distributed to the commissioners, county attorney, county  
7       manager and appropriate staff by 2:00 p.m. on the Friday preceding the scheduled meeting of the board.  
8       Copies are also made available to the public at that time. A post agenda is provided after the meeting. The  
9       post agenda is a precursor to the final minutes and reflects actions taken by the board at a particular  
10      meeting. Post agendas/preliminary minutes are distributed by the clerk's office within 48 hours of a meeting.

11   (b)   The agenda preparation procedure is as follows:

- 12       (1)   Any commissioner wishing to place an item on the agenda may do so and should submit a  
13           memorandum to the clerk stating the item to be placed on the agenda. Any supporting documents  
14           germane to the item should also be submitted.
- 15       (2)   Adding of items to the agenda during the meeting is disfavored. Where there is a showing of an  
16           emergency or extraordinary circumstances exist, an item may be added to the agenda when it is  
17           separately voted on and is adopted during the meeting by a supermajority of the board of  
18           commissioners. A motion shall be properly made and must carry to add each item to the agenda on the  
19           day of the meeting. That item shall appear on the post agenda under the "added during the meeting"  
20           heading.
- 21       (3)   During the public comment portion of a board meeting, citizens may voice county related requests,  
22           concerns, opinions, etc. At the regular meeting, speakers will be heard prior to the zoning portion of  
23           the agenda; if applicable, at the recess meeting, prior to the county manager's unfinished business.  
24           Before speaking, each speaker presenting in person must fill out a speaker card, located at the  
25           assembly hall entrance and podium. All speaker cards must be submitted to the clerk's staff, prior to  
26           the commencement of public comment, who will accept them on a first-come, first served basis. The  
27           meeting will be aired live on all official Fulton County Government media platforms as designated by  
28           the Fulton County Department of External Affairs. Speakers wishing to submit public comment to the  
29           board in writing can do so by submitting their comments in all forms deemed allowable by the Fulton  
30           County Department of External Affairs. To be read into the record, written comments must be received  
31           by 5:00 p.m. on the Tuesday, immediately prior to the meeting in the form outlined. All virtual public  
32           comments and requests to speak in person must be submitted before the clerk sounds the start of the  
33           meeting.
- 34           a.   Speakers who cannot be present at assembly hall may speak live or via videoconference (ex.  
35               Zoom). Speakers can also speak live from other county facilities made available, such as the  
36               North Fulton Service Center or the South Fulton Service Center.
- 37           b.   Comments via e-mail shall be provided electronically to the BOC and their staff before the  
38               meeting begins and all comments shall be included as part of the minutes of the board of  
39               commissioners meeting.
- 40           c.   Comments via e-mail that are the same in nature or pertain to the same BOC agenda item  
41               number shall be categorized by county staff ahead of the meeting. To expedite time, for e-mailed  
42               public comments that are the same in nature or pertain to the same BOC agenda item number or  
43               subject matter/topic, the clerk or other assigned staff shall read the agenda item number and/or  
44               topic, and then read the list of public commenters' names and locations (if given) that are in  
45               support of the item; then read the list of public commenters' names and locations (if given) who  
46               oppose the agenda item or topic. This rule shall apply to all forms of pre-written/pre-recorded  
47               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/mailed  
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 and those individuals representing businesses or organizations  
6 located within Fulton County, including their employees, whether such persons are  
7 commenting in-person, via emails or via Zoom or other electronic media (i.e., phone call). Non-  
8 Fulton County citizens will only be heard after all in-person Fulton County citizens,  
9 representatives of business and organizations located within Fulton County, including their  
10 employees have been heard and the time allotted for public comment has not expired, except  
11 as otherwise provided in this code section. County staff shall verify the residency of each public  
12 speaker prior to such person being heard by the board.

13 e. In the event the 30-minute time limit is reached prior to public comments being completed,  
14 public comment will be suspended and the business portion of the BOC meeting will commence.  
15 Public comment will resume at the end of the meeting. Similarly, written comments (that were  
16 timely submitted) not previously read, may be read at the end of the meeting.

17 f. Speaker cards will provide three options for those individuals who want to speak that were not  
18 able to comment during the initial 30-minute public comment time limit:

- 19 1. Speak at the end of the meeting;
- 20 2. Be placed at the front of the line for public comment at the next meeting; or
- 21 3. Provide written comment that will be read at the end of the BOC meeting.

22 g. In the event that none of these three options are selected, the individual will forfeit their right to  
23 public comment for that day.

24 NOTE: If the subject matter involves an issue to be resolved, the citizen should first contact the county  
25 manager's office, which will ensure that the relevant department heads and other individuals are  
26 contacted to rectify the matter. If the issue cannot be resolved through the county manager's efforts,  
27 the citizen may then contact a commissioner so that the matter can be placed on a board meeting  
28 agenda. The commissioner should then inform the clerk by memorandum stating the subject to be  
29 discussed and the citizen who will speak.

30 The address and phone number of the citizen should be conveyed. Any supporting material germane to  
31 the issue should also be submitted.

- 32 (4) Whenever any agenda item, via resolution, seeks board approval of a written agreement, a copy of the  
33 written agreement shall be attached to the agenda item or resolution and shall be distributed by the  
34 clerk as with other agenda items. Upon approval of the item, the clerk shall include a copy of the  
35 written agreement in the official minutes of the board meeting at which such approval occurred.

36 (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

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**Agenda Item No.:** 22-0407

**Meeting Date:** 6/15/2022

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

Request approval of an Ordinance to amend Chapter 38 (Human Relations) of the Fulton County Code of Ordinances by adopting a new Article III (Discrimination in Housing) to prohibit discrimination in Housing based on a person's sex, race, color, religion, disability, familial status, national origin, sexual orientation, gender identity or gender expression; and for other purposes. **(Morris) (HELD ON 5/18/22)**

1 **AN ORDINANCE TO AMEND CHAPTER 38 (HUMAN RELATIONS) OF THE FULTON**  
2 **COUNTY CODE OF ORDINANCES BY ADOPTING A NEW ARTICLE III**  
3 **(DISCRIMINATION IN HOUSING) TO PROHIBIT DISCRIMINATION IN HOUSING**  
4 **BASED ON A PERSON’S SEX, RACE, COLOR, RELIGION, DISABILITY, FAMILIAL**  
5 **STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION, GENDER IDENTITY OR**  
6 **GENDER EXPRESSION; AND FOR OTHER PURPOSES.**

7  
8 **WHEREAS**, Fulton County has a richly diverse population consisting of people of  
9 every race, color, creed, religion, national origin, sex, sexual orientation, gender identity  
10 and gender expression; and

11 **WHEREAS**, Fulton County has an interest in ensuring that its inhabitants may be  
12 free from prejudice based upon their race, color, religion, disability, familial status,  
13 national origin, sex, sexual orientation, gender identity, and gender expression; and

14 **WHEREAS**, the Fulton County Board of Commissioners (“Board”) is dedicated to  
15 a policy of non-discrimination within Fulton County and is committed to creating an  
16 environment that fosters and enhances diversity and equal opportunity in housing; and

17 **WHEREAS**, the Board recognizes that animosity toward individuals based on race,  
18 color, religion, disability, familial status, national origin, sex, sexual orientation, gender  
19 identity, and gender expression is contrary to the Board’s policy of inclusivity; and

20 **WHEREAS**, Fulton County welcomes residents without regard to race, color,  
21 religion, disability, familial status, national origin, sex, sexual orientation, gender identity,  
22 and gender expression; and

23 **WHEREAS**, Fulton County desires to safeguard the rights and opportunities of all  
24 persons to be free from discrimination in housing; and

25 **WHEREAS**, the Board finds that it is in the best interest of Fulton County and its  
26 residents to adopt a non-discrimination policy in Chapter 38 of the Fulton County Code of  
27 Ordinances to prohibit discrimination in housing based on race, color, religion, disability,  
28 familial status, national origin, sex, sexual orientation, gender identity, or gender  
29 expression; and

30 **WHEREAS**, the Board has authority pursuant to the Constitution of the State of  
31 Georgia, Article 9, Sec. 2 § 1(a), to adopt reasonable ordinances, resolutions, or  
32 regulations relating to its affairs for which no provision has been made by general law and  
33 which is not inconsistent with the Constitution or any local law applicable thereto; and

**WHEREAS**, this Ordinance is in the best interests of the health, safety and general welfare of the County, its residents and general public.

**NOW, THEREFORE, BE IT ORDAINED** that the Board of Commissioners of Fulton County hereby amends Chapter 38 of the Fulton County Code of Ordinances to create a new Article III (Discrimination in Housing) to address this important public interest.

**BE IT FURTHER ORDAINED** that the provisions of this ordinance shall become and be made part of the Code of Fulton County, Georgia, and that the sections of this ordinance shall read as follows:

**Sec. 38-40. Declaration of policy.**

It is hereby declared to be the policy of unincorporated Fulton County, Georgia, in the exercise of its police power for the public safety, public health, and general welfare to provide within constitutional limitations, that discrimination in any aspect relating to the sale, rental, or financing of dwellings or in the provision of brokerage services or facilities in connection with the sale or rental of a dwelling because of a person's race, color, religion, disability, familial status, national origin, sex, sexual orientation, gender identity, or gender expression shall be prohibited.

**BE IT FURTHER ORDAINED**, that this Ordinance shall be effective immediately upon the date of its adoption by the Board of Commissioners.

**BE IT FINALLY ORDAINED**, that all ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of the conflict.

**SO PASSED AND ADOPTED**, this            day of            , 2022.

**FULTON COUNTY BOARD OF COMMISSIONERS**

**SPONSORED BY:**

Lee Morris, Commissioner  
District 3

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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

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**Agenda Item No.:** 22-0449

**Meeting Date:** 6/15/2022

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

Discussion: Invest Atlanta Board of Directors May 19, 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**

**MAY 19, 2022**

BOARD MEMBERS IN ATTENDANCE: CHRIS AHRENKIEL; FRED SMITH; TODD GREENE;  
HONORABLE JASON DOZIER; HONORABLE MICHELLE OLYMPIADIS; HONORABLE LEE MORRIS

**RESOLUTIONS**

1. RESOLUTION OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA AUTHORIZING A LOAN TO ARDEN FAMILY I, LP, FROM THE BELTLINE AFFORDABLE HOUSING TRUST FUND IN AN AMOUNT NOT TO EXCEED \$2,000,000.00 AND THE NEGOTIATION, EXECUTION, DELIVERY AND PERFORMANCE OF ALL DOCUMENTS RELATED THERETO IN CONNECTION WITH THE **1055 ARDEN PROJECT**; 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 \$66,000,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF ATLANTA DEVELOPMENT AUTHORITY TAXABLE LEASE PURCHASE REVENUE BONDS IN ONE OR MORE SERIES TO FINANCE THE ACQUISITION, DEMOLITION, CONSTRUCTION, INSTALLATION AND EQUIPPING OF A PROPOSED MULTIFAMILY HOUSING RENTAL DEVELOPMENT PROJECT FOR **WINGATE NORTH BLOCK, LLC**; AND OTHER RELATED MATTERS.  
**RESOLUTION APPROVED**







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0450

**Meeting Date:** 6/15/2022

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

Discussion: Atlanta BeltLine, Inc. June 8, 2022 CEO Report **(Morris)**



# CEO REPORT

Atlanta  
BeltLine, Inc.  
Board of  
Directors  
Meeting

June 8, 2022



@atlantabeltline



@atlantabeltline



@atlantabeltline





# ATLANTA BELTLINE VISION







# ARTS & CULTURE

Atlanta BeltLine  
Lantern Parade  
on the Westside  
Trail: estimated  
18,000-22,000







# ARTS & CULTURE

Call for next  
year's artists  
closes June 13

This year's  
exhibition  
continues  
through the end  
of June







# NORTHEAST TRAIL

- Trail closed June 1 for construction
- Submitted application via City of Atlanta for \$70 million federal Mega grant







# BELTLINE MARKETPLACE

- Accelerator training program starting in June
- Businesses launching on the trails in July

[beltline.org/marketplace](http://beltline.org/marketplace)



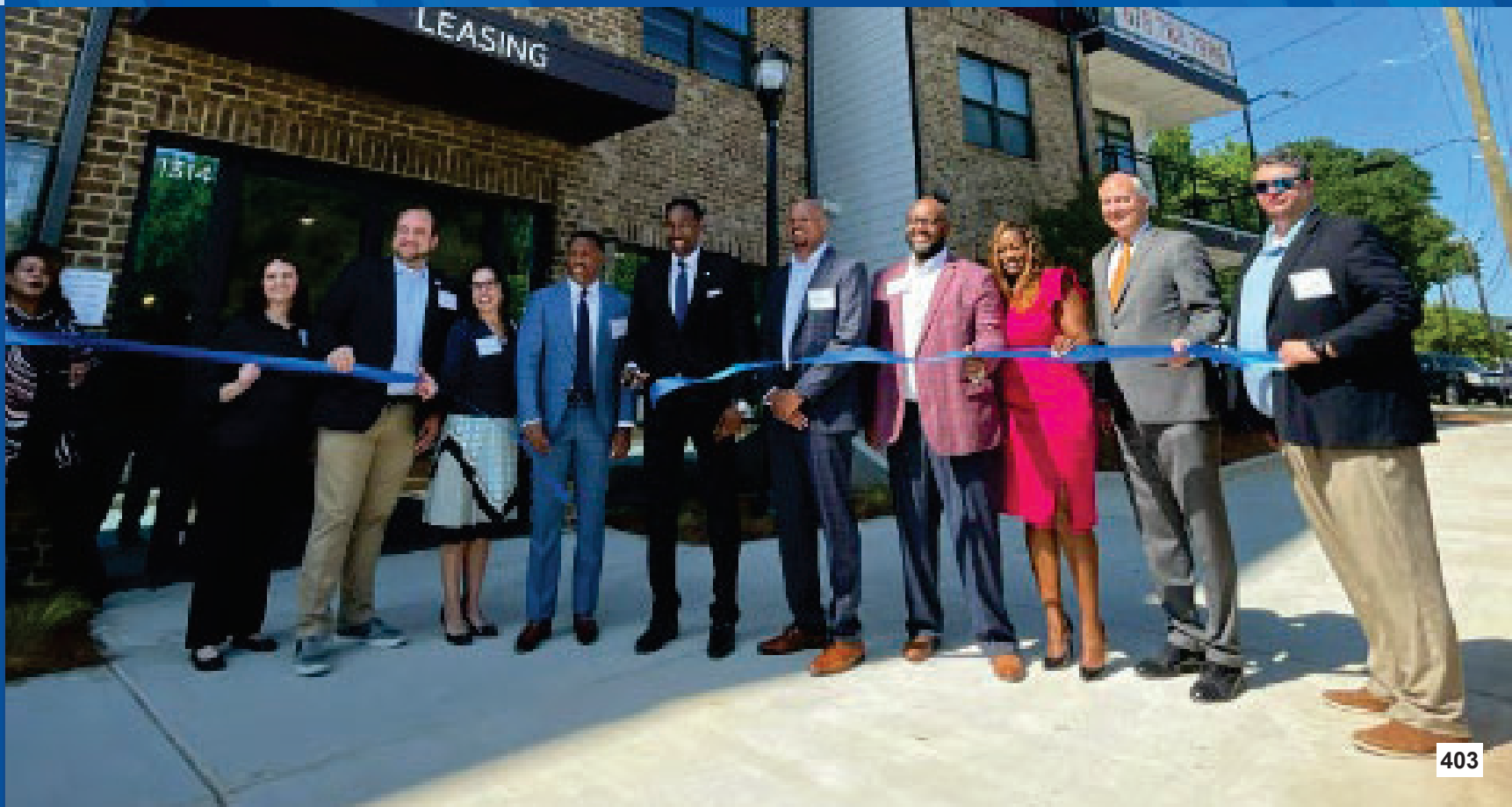
POWERED BY  
VILLAGE  Atlanta  
Market Atlanta BeltLine





# PARKSIDE GRAND OPENING

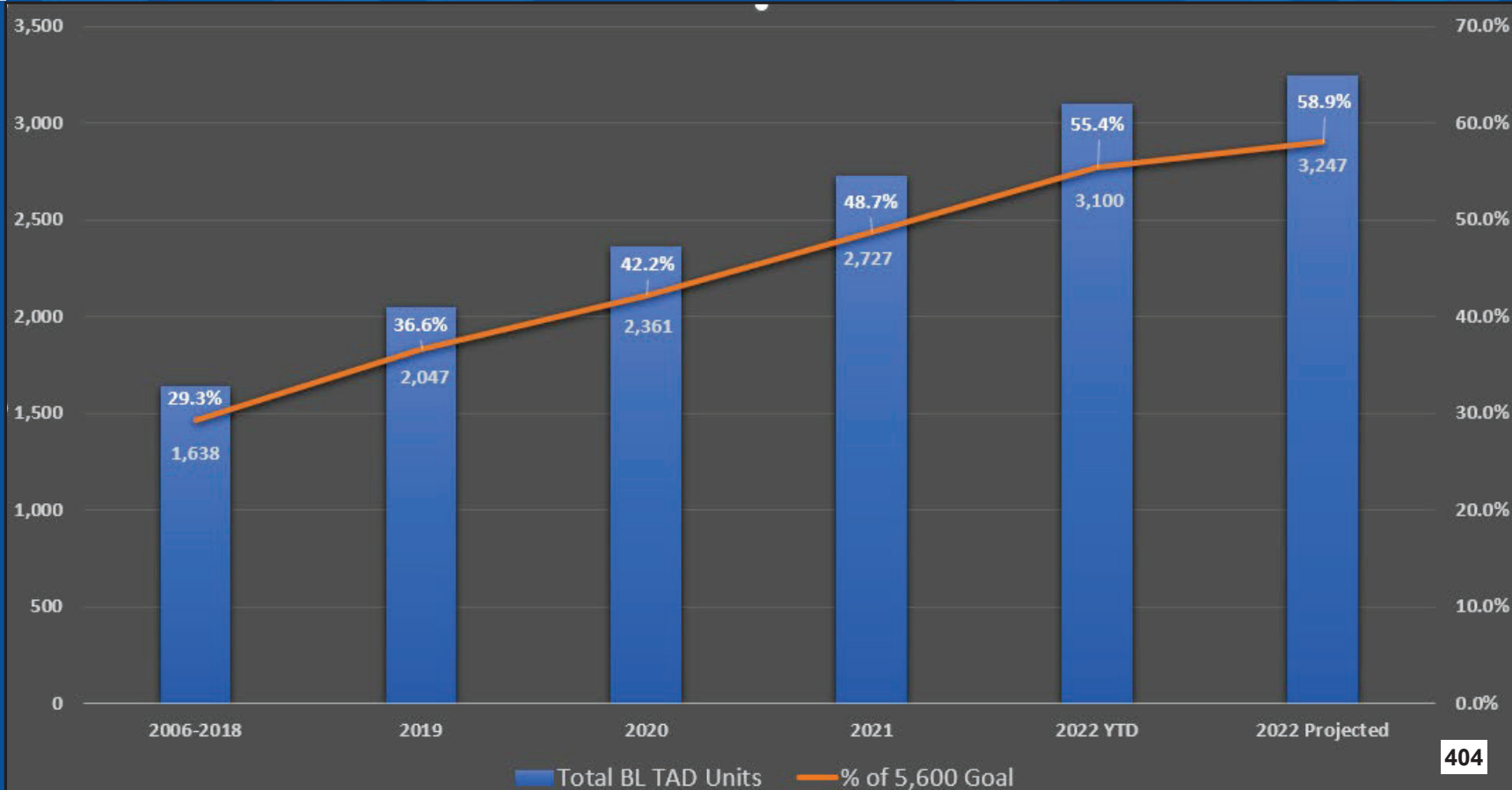
- Ribbon cutting took place June 1





# ANNUAL HOUSING GOAL

- 373 affordable units created / preserved out of 320 annual goal
- Surpassed 50% of overall housing goal





# AFFORDABLE HOUSING

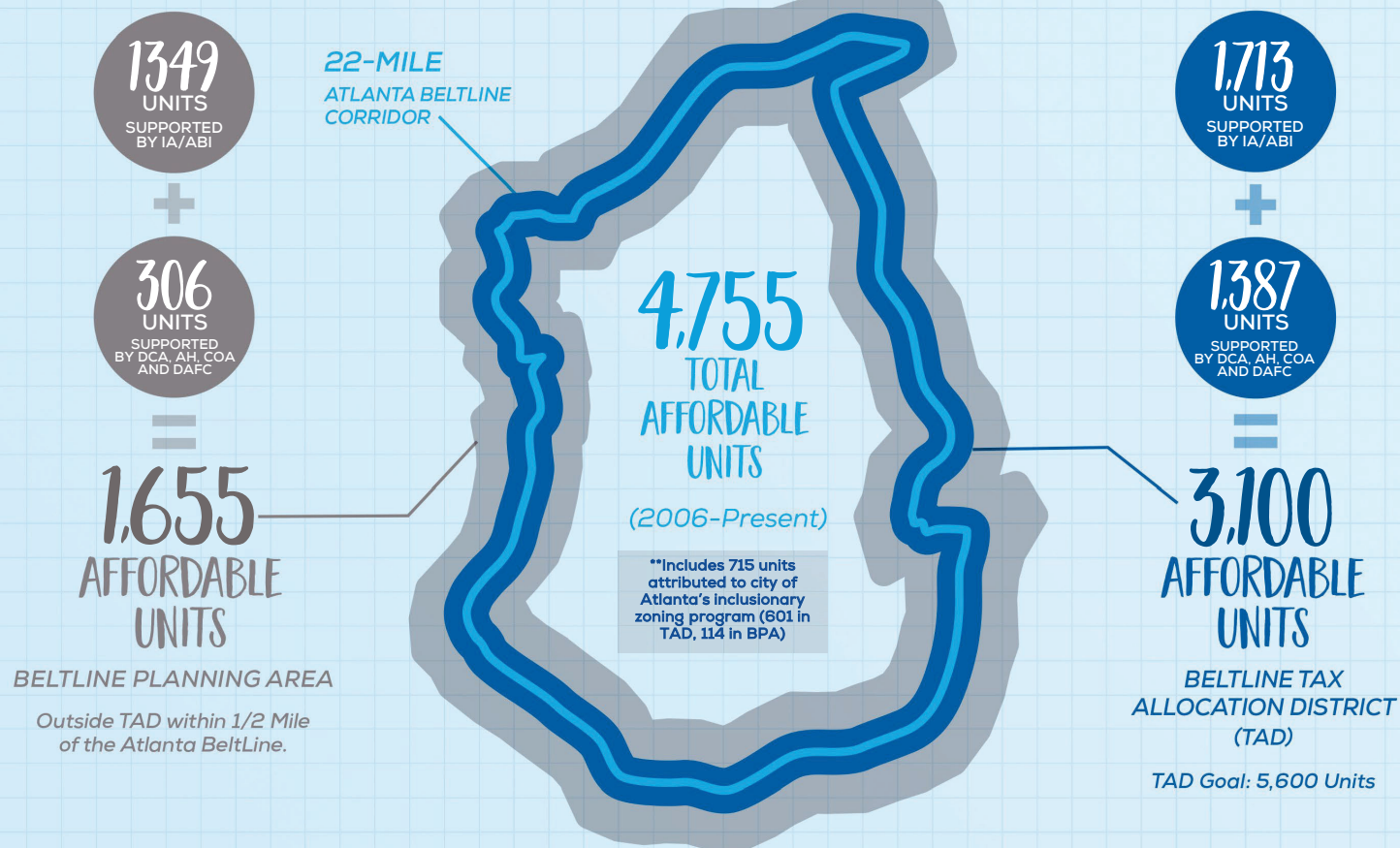
## AFFORDABLE UNITS CREATED/PRESERVED

TAD and Planning Area boundaries are represented here for illustrative purposes only.

For precise boundary lines, please visit:  
[beltline.org/map](http://beltline.org/map)

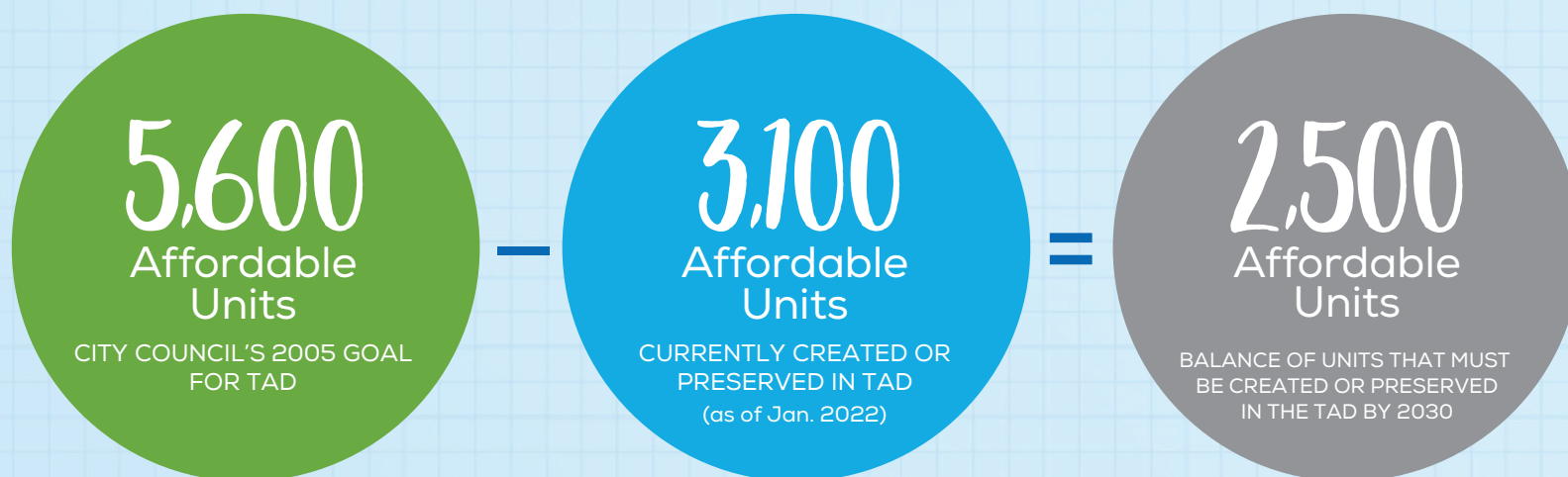
### CHART LEGEND >>

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

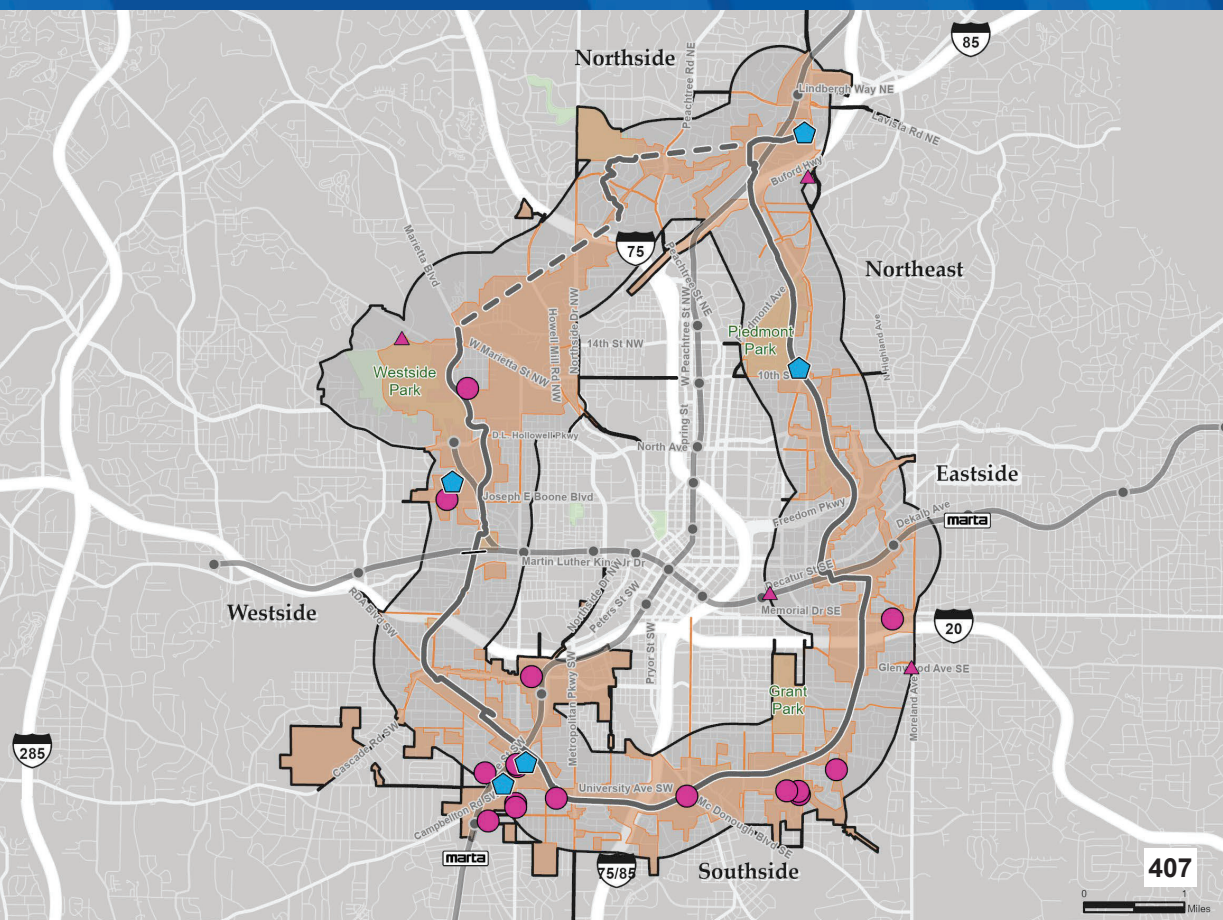
Atlanta BeltLine Tax  
Allocation District (TAD)

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





# QUESTIONS?

