

**FULTON COUNTY BOARD OF COMMISSIONERS  
REGULAR MEETING**

November 2, 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: Lead by Mr. Roger Wise Jr. and the Johns Creek Color Guard

### **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****22-0789 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 Regular Meeting Agenda for separate consideration.

**Commissioners' District Board Appointments****22-0790 Board of Commissioners**

FULTON-DEKALB HOSPITAL AUTHORITY D/B/A GRADY HEALTH SYSTEM

Consists of ten (10) trustees (members). The Board of Commissioners of Fulton County appoints seven (7) trustees (members) and the Board of Commissioners of DeKalb County appoints three (3). (See Fulton County Code § 13-2-11). The Fulton County Code does not prescribe the method of appointment; however, historically, each Commissioner has appointed one person to serve.

Term = 4 years

Term below expires: 12/31/2022

Bernie Tokarz (**Hausmann**)

**Vice-Chairman Hausmann has nominated Bernie Tokarz for a District reappointment to a term ending December 31, 2026.**



**22-0791 Board of Commissioners**

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Councilwoman Joyce Sheperd Appreciation Day." **(Hall)**  
October 17, 2022

Proclamation recognizing "Councilwoman Cleta Winslow Appreciation Day." **(Hall)**  
October 17, 2022

Proclamation recognizing "Claudie Nash Appreciation Day." **(Hall)**  
October 17, 2022

Proclamation recognizing "Black City Councilmen of Georgia Appreciation Day."  
**(Pitts)**  
October 23, 2022

Proclamation recognizing "Angie's Kitchen Appreciation Day." **(Ellis)**  
October 23, 2022

Proclamation recognizing "Angel McCoughtry Maddox Park Basketball Courts  
Appreciation Day." **(Abdur-Rahman)**  
October 25, 2022

Proclamation recognizing "Jamida Orange Remembrance Day." **(Hall)**  
October 28, 2022

Proclamation recognizing "Catherine Regine Usher Remembrance Day."  
**(Abdur-Rahman)**  
October 29, 2022

Proclamation recognizing "Reverend Dr. Christopher Campbell Appreciation Day."  
**(Hall)**  
October 30, 2022

**22-0792 Board of Commissioners**

Execution by Chairman Robert L. Pitts of a TEFRA (Tax Equity Fiscal  
Responsibility Act) for documentation pertaining to the proposed issuance of its  
Development Authority of Fulton County Revenue Bonds (The Westminster  
Schools, Inc. Project) Series 2022, in an amount not to exceed \$100,000,000.00  
(the "Bonds").

**22-0793 Board of Commissioners**

Execution by Chairman Robert L. Pitts of a TEFRA (Tax Equity Fiscal Responsibility Act) for documentation pertaining to the proposed issuance of its Development Authority of Fulton County Tax-Exempt Revenue Bonds, in an amount not to exceed \$175,000,000.00 (the "Bonds"). The Bonds will be issued for the benefit of Shepherd Center, Inc., a Georgia not-for-profit corporation (the "Borrower"), for the purposes of (a) financing (i) the development of a mixed-use temporary housing facility for Shepherd Center families and patients (the "Housing Project") and (ii) the development of a new building for hospital administration, outpatient services, and innovation that will allow increased bed capacity at the main hospital when completed (the "Innovation Project", and collectively, the "Project"); (b) reimbursing certain expenses previously incurred in relation to the Project; (c) funding certain reserves, if necessary; and (d) paying certain costs of issuing the Bonds.

**Open & Responsible Government****22-0794 Real Estate and Asset Management**

Request approval to accept a name change and authorizing the Department of Real Estate and Asset Management and Department of Purchasing & Contract Compliance to reflect the name change of CRM Construction Services LLC to Complete Contracting Partners LLC. Effective upon BOC approval.

**22-0795 Real Estate and Asset Management**

Request approval to accept a name change and authorizing the Department of Real Estate and Asset Management and the Department of Purchasing & Contract Compliance to reflect the name change of CRM Services LLC to Complete Contracting Partners LLC. Effective upon BOC approval.

**22-0796 Real Estate and Asset Management**

Request approval to accept a name change and authorizing the Department of Purchasing & Contract Compliance to reflect the name change of Office Depot Business Solutions, LLC to ODP Business Solutions, LLC. Effective upon BOC approval.

**22-0797 Real Estate and Asset Management**

Request approval to accept a name change and authorizing the Department of Purchasing & Contract Compliance to reflect the name change of Wood Environment & Infrastructure Solutions, Inc. to WSP USA Environment & Infrastructure Inc. Effective upon BOC approval.

**22-0798 Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 43,548 square feet to Fulton County, a political subdivision of the State of Georgia, from Macon Capital, LLC., for the purpose of constructing the Oaks at Cedar Grove Project at 0 Cedar Grove Road, South Fulton, Georgia 30213.

**22-0799 Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 14,503 square feet to Fulton County, a political subdivision of the State of Georgia, from CHIPT Atlanta Buffington, LLC. for the purpose of constructing the Buffington Center Industrial Project at 3600 Buffington Center, South Fulton, Georgia 30349.

**22-0800 Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 5,897 square feet to Fulton County, a political subdivision of the State of Georgia, from CHIPT Atlanta Buffington, LLC, for the purpose of constructing the Buffington Center Industrial Project at 3500 Buffington Center, South Fulton, Georgia 30349.

**22-0801 Real Estate and Asset Management**

Request approval of a Resolution to authorize the acquisition of easement rights to complete the extension of the sanitary sewer system at Manning Drive, Pinetree Circle and Cold Creek Drive; to authorize the Chairman to execute the documents necessary for the acquisition of easement rights; to authorize the County Attorney to approve the documents as to form; and for other purposes.

**22-0802 Real Estate and Asset Management**

Request approval of a Resolution approving a License Agreement between Fulton County, Georgia and the Georgia Department of Human Services, Division of Family & Children Services, for the purpose of distributing toys and economic assistance from within a Fulton County-owned real property; to authorize the Chairman or the County Manager to execute the License Agreement; to authorize the County Attorney to approve the License Agreement as to form and to make any modifications prior to execution to protect the County's interests; and for other purposes.

**22-0803 External Affairs**

Request approval to renew an existing contract - Department of External Affairs, #20RFP1212B-EC, External Grant Writing Services in the amount of \$100,000.00 with Strategic Funding Group, Inc. (Atlanta, GA) to provide External Grant Writing Services. This action exercises the second of two renewal options. No renewal option remains. Effective January 1, 2023 until December 31, 2023.

**22-0804 External Affairs**

Request approval to renew an existing contract - Department of External Affairs, #21RFP0915B-EC, Federal Intergovernmental & Interagency Affairs Services in an amount not to exceed \$120,000.00 with McGuireWoods Consulting LLC (Atlanta, GA) to provide Federal Intergovernmental Affairs Services. This action exercises the first of two renewal options. One renewal option remains. Effective January 1, 2023 through December 31, 2023.

**22-0805 External Affairs**

Request approval to renew an existing contract - Department of External Affairs, 21RFP0914B-EC, State Intergovernmental & Interagency Affairs Services, in an amount not to exceed \$119,976.00 with Georgia Public Affairs (Atlanta, GA) to provide External Grant Writing Services. This action exercises the first of two renewal options. One renewal option remains. Effective January 1, 2023 until December 31, 2023.

**Health and Human Services****22-0806 Community Development**

Request approval of cooperative purchasing - Department of Community Development, utilizing the Westmoreland County, Commonwealth of Pennsylvania Agreement for Professional Services with Northeast & Bucks Company DBA Mullin & Lonergan Associates, in an amount not to exceed \$143,000.00 to provide technical assistance to the Fulton County Department of Community Development in the preparation of the 2023 Annual Action Plan, Consolidated Annual Performance & Evaluation Report (CAPER) and administration of the department's federal grants. Effective upon BOC approval through December 31, 2023.

**22-0807 Public Works**

Request approval to renew an existing contract - Department of Public Works 21ITBC000021A-CJC, Water Meter Boxes and Valve Boxes in the amount of \$74,896.06 with Ferguson Waterworks (College Park, GA), to provide water meter boxes and valve boxes. This action exercises the first of two renewal options. One renewal option remains. Effective January 1, 2023, through December 31, 2023.

**22-0808 Senior Services**

Request approval to renew an existing contract - Department of Senior Services, 21ITB000011A-CJC, Pool Maintenance Services in the amount of \$130,000.00 with United Pool Maintenance (Roswell, GA), to provide pool maintenance services, repair and preventive maintenance to the four Senior Multipurpose Facilities. This action exercises the second of two renewal options. No renewal option remains. Effective dates: January 1, 2023 through December 31, 2023.

**22-0809 Public Works**

Request approval to renew an existing contract - Department of Public Works, 20RFP101320K-CRB, MS4 NPDES Permit Management Oversight and Administration in an amount not to exceed \$93,769.00 with River to Tap, Inc. (R2T) (Roswell, GA), to provide management, oversight, and administration services for the MS4 NPDES required Storm Water Management Program within the unincorporated area of Fulton County on a time and materials basis. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2023, through December 31, 2023.

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**Infrastructure and Economic Development****22-0810 Public Works**

Request approval to renew an existing contract - Department of Public Works, 20RFP124470K-DB, TSPLOST Program Management Services in an amount not to exceed \$114,600.00 with Goodwyn, Mills and Cawood, Inc. (GMC), to provide program management consulting services for the TSPLOST2 Program. This action exercises the second of two renewal options. No renewal options remain. Effective upon BOC approval through August 29, 2023.

**Justice and Safety****22-0811 Sheriff**

Request approval to extend an existing contract - Sheriff's Office, 20RFP124254B-VF, Behavioral Health and Addictive Disease Counseling in an amount not to exceed \$58,214.26, with Chris 180, Inc. (Atlanta, Ga) to provide behavioral health and addictive disease counseling to inmates at the Fulton County jail for the Substance Abuse Mental Health Services Administration (SAMHSA Grant) for an additional six month period. This contract is 100% grant funded. No County funding is required.

**22-0812 Sheriff**

Request approval of a Sub-Recipient Agreement between the Fulton County Sheriff and Justice Solution Inc. as the research evaluator to develop a strategic plan, project planning and implementation for the Substance Abuse Mental Health Services Administration (SAMHSA Grant). Effective October 1, 2022, through March 31, 2023 with no renewal options. The cost of the contract shall not exceed \$32,812.50. Approval is also requested to authorize the County Attorney to make changes to the Sub-Recipient Agreement necessary to protect the interests of the County, prior to execution.

**22-0813 Police**

Request approval to award a contract without competition - Police Department, 22SS083122B-EF, Forensic Casework Services in the amount of \$5,150.00 with DNA Labs International (Deerfield Beach, FL) to provide forensic casework services. Effective upon BOC approval for a 12-month period.

**REGULAR MEETING AGENDA****22-0814 Board of Commissioners**

Adoption of the Regular Meeting Agenda.

**22-0815 Clerk to the Commission**

Ratification of Minutes.

Regular Meeting Minutes, October 5, 2022

Recess Meeting Post Agenda Minutes, October 19, 2022

**22-0816 Board of Commissioners**

Presentation of Proclamations and Certificates.

Proclamation recognizing "Operation Green Light for Veterans Appreciation Day."  
**(Hausmann)**

Proclamation recognizing "Shatterproof Appreciation Day." **(Ellis)**

Proclamation recognizing "Reverend Clifton Dawkins Appreciation Day." **(Hall)**

Proclamation recognizing "Navy Week Atlanta." **(Hall)**

Proclamation recognizing "Kendall Rae's Green Heart Appreciation Day."  
**(Abdur-Rahman)**

**PUBLIC HEARINGS****22-0817 Board of Commissioners**

Public Comment - Citizens are allowed to voice County related opinions, concerns, requests, etc. during the Public Comment portion of the Commission meeting.

**Priority for public comment will be given to Fulton County citizens and those individuals representing businesses or organizations located within Fulton County, including their employees, whether such persons are commenting in-person, via emails or via Zoom or other electronic media (i.e., phone call). Non-Fulton County citizens will only be heard after all in-person Fulton County citizens, representatives of business and organizations located within Fulton County, including their employees, have been heard and the time allotted for public comment has not expired, except as otherwise provided in this code section. County staff shall verify the residency of each public speaker prior to such person being heard by the board. Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed 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.

**22-0818 Police**

Public Hearing for alcohol beverage license application submitted by Citgo Happy Store for the retail sale of Wine and Malt Beverages at 4060 Martin Luther King Blvd, Atlanta Ga. 30336.

**PRESENTATIONS TO THE BOARD****22-0819 Board of Commissioners**

Presentation: Development Authority of Fulton County GASB 77

**COUNTY MANAGER'S RENEWAL ACTION ITEMS****Open & Responsible Government****22-0820 Real Estate and Asset Management**

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 21ITB130447C-GS, Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H & I) in an amount not to exceed \$1,036,470.00 with (A) Chi-Ada Corporation, (Atlanta, GA) in an amount not to exceed \$587,668.00; (B) Quality Cleaning Services, Inc. (Douglasville, GA) in an amount not to exceed \$261,756.00; and (C) American Facility Services, Inc. (Alpharetta, GA) in an amount not to exceed \$187,046.00, to provide the highest quality cleaning services for selected Fulton County facilities for Janitorial Groups E (South Libraries), F (Other Offices North & Other Offices South), G (South Senior Centers), H (Arts Centers) and I (North & South Service Centers). This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2023 through December 31, 2023.

**Health and Human Services****22-0821 Public Works**

Request approval to renew an existing contract - Department of Public Works, 21ITB000019A-CJC, Water Meter Reading in an amount not to exceed \$392,496.00 with Bermex, Inc. (Stow, OH) to provide water meter reading services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2023, through December 31, 2023.

**22-0822 Public Works**

Request approval to renew existing contracts - Department of Public Works, 21ITB081321K-CRB, Standby Miscellaneous Construction Wastewater System Services in an total amount not to exceed \$12,700,000.00 with (A) Site Engineering, Inc. (Atlanta, GA) in an amount not to exceed \$3,300,000.00; (B) Wade Coots Company, Inc. (Austell, GA) in an amount not to exceed \$3,200,000.00; (C) Sol Construction, LLC (Atlanta, GA) in an amount not to exceed \$3,100,000.00; and, (D) Kemi Construction Company, Inc. (College Park, GA) in an amount not to exceed \$3,100,000.00 to provide standby miscellaneous construction wastewater system services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2023 through December 31, 2023.



**COUNTY MANAGER'S ITEMS****Open & Responsible Government****22-0823****Finance**

2023 Budget Update.

**22-0824****Real Estate and Asset Management**

Request approval of a recommended proposal - Fulton County Library System, 22RFP134545K-BKJ, Design/Build Services for the East Point Library Expansion, for the Library Capital Improvement Program, Phase II (FCLS-CIP), for a Guaranteed Maximum Price (GMP) in an amount not to exceed \$1,160,150.00 with Albion General Contractors (Sandy Springs, GA), to provide Design/Build services for expansion of the East Point Library. Effective upon issuance of Notice to Proceed for 584 calendar days or completion of construction project as determined by the County.

**22-0825****Real Estate and Asset Management**

Request approval to increase the spending authority - Department of Real Estate and Asset Management, 21ITB130533C-GS, Locks, Doors and Hardware Countywide in the amount of \$43,000.00 with Overhead Door Company of Atlanta, dba D.H. Pace Company, Inc. (Atlanta, GA), for additional requirements requested by the Sheriff's Office to re-key high security systems at the Fulton County Jail. Effective upon BOC approval.

**22-0826****Real Estate and Asset Management**

Request approval to increase the spending authority - Department of Real Estate and Asset Management, 21ITB1302418C-CG, Standby Plumbing Repair Services in an total amount not to exceed \$143,000.00, with (A) Talon Property Services, LLC (Atlanta, GA) in an amount not to exceed \$50,000.00; (B) J2 Connect, Inc. dba J Squared Plumbing Co., Inc. (McDonough, GA) in an amount not to exceed \$85,000.00; and (C) B & W Mechanical Contractors, Inc. (Lawrenceville, GA) in an amount not to exceed \$8,000.00 to allow for the completion of several high priority plumbing repair/replacement jobs that require immediate attention at the Fulton County Justice Center Complex and QLS facility. Effective upon BOC approval.

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**Health and Human Services****22-0827 Behavioral Health and Development Disabilities**

Request approval of recommended proposals - Department of Behavioral Health and Developmental Disabilities, 22RFP038A-CJC, Fulton County Behavioral Health Network in an total amount not to exceed \$13,387,253.80 with (A) River Edge Behavioral Health Community Service Board (Macon, GA) in an amount not to exceed \$4,170,754.27, to provide Minority AIDS Initiative (MAI), Core Adult Outpatient - Center for Health & Rehabilitation, Permanent Supportive Housing (PSH), DUI - North Fulton Service Center, Center for Health & Rehabilitation & South Fulton Service Center, Misdemeanor Mental Health Court (MMC); (B) Chris 180, Inc. (Atlanta, GA) in an amount not to exceed \$3,587,901.04, to provide School Based Mental Health - 38 Fulton Schools, Text 4 Help, Core Child & Adolescent Outpatient - Adamsville & North Fulton, Clubhouse for Youth, Re-Entry - Fulton County Jail; (C) The Summit Counseling Center, Inc. in an amount not to exceed \$924,054.53, to provide School Based Mental Health - 28 Fulton Schools; (D) Grady Memorial Hospital d/b/a Grady Health System (Grady) in an amount not to exceed \$2,969,430.00, to provide Core Adult Outpatient - North Fulton Service Center & South Fulton Service Center, Re-Entry (Women on the Rise), SRU - Fulton County Jail; (E) Health Connect America (HCA) d/b/a Georgia Hope in an amount not to exceed \$800,000.00, to provide Core Child & Adolescent Outpatient - Oak Hill; and (F) Step Up on Second Street, Inc. in an amount not to exceed \$935,113.96, to provide Permanent Supportive Housing (124 units). These providers will provide expanded services to help the County drive towards its purpose to increase access to behavioral health services, establish a County-wide provider network, and strengthen the experience of clients seeking behavioral health services from Fulton County. Effective January 1, 2023 through December 31, 2023, with nine renewal options.

**22-0828 Senior Services**

Request approval to increase the spending authority - Department of Senior Services, 21RFQ000007A-CJC, In Home Services, in the total amount of \$361,620.21, with (A) Southern Homecare dba Always Caring Homecare (Roswell, GA) in the amount of \$202,487.74; (B) At Home Atlanta (Atlanta, GA) in the amount of \$ 117,319.72; (C) Trusted Hands Senior Care, LLC, (Roswell, GA) in the amount of \$19,076.00; and (D) Help at Home (Newnan, GA) \$22,736.75. Effective upon BOC approval.

**COMMISSIONERS' ACTION ITEMS****22-0829 Board of Commissioners**

Request approval of a Resolution expressing support for the Cobb County Board of Commissioners in the application of Home Rule; to express concern at the practice of the passage of general Bills addressing issues of local concern to circumvent Home Rule Provisions of the Georgia Constitution; and for other purposes. **(Arrington)**

**22-0830 Board of Commissioners**

Request approval of a Resolution of the Fulton County Board of Commissioners to Declare a Healthcare Emergency in Fulton County, Georgia due to the lack of health care and other medical providers and the closure of the Wellstar Atlanta Medical Center; to urge the Fulton County Board of Health to declare a State of Emergency and to develop a plan to address the impacts of the Health Care Desert in South Fulton County; and for other purposes. **(Arrington)**

**COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS****Open & Responsible Government****22-0831 External Affairs**

Presentation of the 2023 Legislative Agenda.

**22-0832 External Affairs**

2022 Federal Legislative Update.

**EXECUTIVE SESSION****22-0833 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.:** 22-0791

**Meeting Date:** 11/2/2022

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Councilwoman Joyce Sheperd Appreciation Day." **(Hall)**  
October 17, 2022

Proclamation recognizing "Councilwoman Cleta Winslow Appreciation Day." **(Hall)**  
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Proclamation recognizing "Claudie Nash Appreciation Day." **(Hall)**  
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Proclamation recognizing "Black City Councilmen of Georgia Appreciation Day." **(Pitts)**  
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Proclamation recognizing "Angie's Kitchen Appreciation Day." **(Ellis)**  
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Proclamation recognizing "Angel McCoughtry Maddox Park Basketball Courts Appreciation Day."  
**(Abdur-Rahman)**  
October 25, 2022

Proclamation recognizing "Jamida Orange Remembrance Day." **(Hall)**  
October 28, 2022

Proclamation recognizing "Catherine Regine Usher Remembrance Day." **(Abdur-Rahman)**  
October 29, 2022

Proclamation recognizing "Reverend Dr. Christopher Campbell Appreciation Day." **(Hall)**  
October 30, 2022





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0792

**Meeting Date:** 11/2/2022

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

Execution by Chairman Robert L. Pitts of a TEFRA (Tax Equity Fiscal Responsibility Act) for documentation pertaining to the proposed issuance of its Development Authority of Fulton County Revenue Bonds (The Westminster Schools, Inc. Project) Series 2022, in an amount not to exceed \$100,000,000.00 (the "Bonds").

October 26, 2022

**Via Hand Delivery**

Ms. Tonya Grier  
Clerk to the Commission  
Fulton County Board of Commissioners  
141 Pryor Street, S.W.  
Atlanta, Georgia 30303

Re: Development Authority of Fulton County – The Westminster Schools, Inc.

Dear Ms. Grier:

As attorney for the Development Authority of Fulton County (the “Issuer”), I am enclosing herewith for the signature of Chairman Pitts four copies of the TEFRA certificate, with attached standard supporting documentation, pertaining to the proposed issuance of its Development Authority of Fulton County Revenue Bonds (The Westminster Schools, Inc. Project) Series 2022, in an amount not to exceed \$100,000,000 (the “Bonds”). The Bonds will be issued for the benefit of The Westminster Schools, Inc., a Georgia non-profit corporation, or an affiliate thereof (the “Borrower”), for the purposes of (a) financing or refinancing the acquisition, construction and equipping of certain school capital projects for the Borrower and (b) paying all or a portion of the costs of issuance of the Bonds. The Borrower’s facilities financed and refinanced by the Bonds will be owned by the Borrower and operated by the Borrower. The facilities are to be located on the Borrower’s existing campus at 1424 West Paces Ferry Road NW, Atlanta, Georgia 30327, in Fulton County, Georgia.

Please note that the Borrower commits to comply with the Issuer’s Minority and Female Business Enterprises Policy, which was revised April 22, 2008, in accordance with the Fulton County Board of Commissioners Resolution adopted April 2, 2008, and the Borrower projects minority and female participation in the project to be approximately 10-20%.

If you or Chairman Pitts have any questions, please call me. Otherwise, please ask Chairman Pitts to execute the enclosed certificates at his earliest opportunity, and please then return at least three executed certificates with supporting documentation to me at your earliest opportunity for further processing.



Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "Sandra M". The signature is fluid and cursive, with a large, stylized "M" at the end.

Sandra Z. Zayac

SZZ

Enclosures

cc: Mr. Richard Anderson (w/o encl.)  
County Manager  
cc: Ms. Y. Soo Jo  
County Attorney

**CERTIFICATE OF CHAIRMAN OF FULTON COUNTY BOARD OF  
COMMISSIONERS REGARDING PUBLIC APPROVAL FOR DEVELOPMENT  
AUTHORITY OF FULTON COUNTY  
REVENUE BOND FINANCING FOR  
THE WESTMINSTER SCHOOLS, INC.**

The undersigned is the Chairman of the Fulton County Board of Commissioners, and as such is the designated chief elected executive official of Fulton County. The Westminster Schools, Inc., a Georgia non-profit corporation (the "School") proposes, in connection with the proposed issuance by the Development Authority of Fulton County (the "Issuer") of its Revenue Bonds (The Westminster Schools, Inc. Project) Series 2022, in an amount not to exceed \$100,000,000 (the "Bonds"), to (a) finance or refinance the acquisition, construction and equipping of certain school capital projects for the School and (b) pay all or a portion of the costs of issuance of the Bonds (collectively, the "Project").

The Project is to be financed or refinanced from the proceeds of the Bonds. The initial owner, operator or manager of the facilities financed or refinanced by the Bonds will be the School. The facilities financed or refinanced by the Bonds are located in Fulton County.

On October 19, 2022, notice of the public hearing (the "Notice") was given through the electronic posting of the Notice on the website of the Issuer. The Notice was reasonably designed to apprise residents of Fulton County of the proposed issuance of the Bonds by the Issuer and was given not less than seven (7) calendar days before the scheduled date of the public hearing referred to in the Notice. A copy of the Publisher's Affidavit including a copy of the Notice is attached as Exhibit "A" to the Certification of Hearing Officer (the "Certification") dated October 26, 2022, which is attached hereto.

On October 26, 2022, a public hearing (the "Hearing") with regard to the issuance of the Bonds and the location and nature of the Project was held at 10:30 a.m. via teleconference in accordance with Revenue Procedure 2022-20. The Hearing was accessible to the residents of the approving governmental unit by calling a toll-free telephone number. The public was invited to join by dialing 833-548-0276 (Meeting ID: 885 0843 1148#). The Hearing was conducted in a manner that provided a reasonable opportunity for persons with differing views on both the issuance of the Bonds and the location and nature of the Project to be heard, as evidenced by the Certification, which is attached hereto.

The proceedings have been reviewed and determination made that the issuance of the Bonds is legally proper and a placement/investment letter and a Minority and Female Business Enterprise Policy ("MFBE") Utilization Report has been received, as evidenced by the Exhibits "C", "D" and "E", respectively, to the Certification, which is attached hereto.

[Intentionally left blank]

Based on the foregoing, the undersigned duly approves the issuance of the Bonds as contemplated by the Notice for the purpose of financing or refinancing the Project for the School. This approval is solely intended to comply with the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, and shall not result in or impose any pecuniary liability upon or constitute a lien upon the property or a claim against the Fulton County, the State of Georgia, or a political subdivision thereof.

This \_\_\_\_ day of \_\_\_\_\_, 2022.

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

Approved as to form:

  
\_\_\_\_\_  
Attorney

**CERTIFICATION  
RELATIVE TO THE ISSUANCE OF  
DEVELOPMENT AUTHORITY OF FULTON COUNTY  
REVENUE BOND FINANCING  
(THE WESTMINSTER SCHOOLS, INC.)**

WHEREAS, the DEVELOPMENT AUTHORITY OF FULTON COUNTY (the “Issuer”) is considering adoption of or has adopted a Resolution (the “Resolution”) providing for the issuance of Development Authority of Fulton County Revenue Bonds (The Westminster Schools, Inc. Project) Series 2022, in an amount not to exceed \$100,000,000 (the “Bonds”); and

WHEREAS, prior to the adoption of the Resolution, notice of public hearing (the “Notice”) was given on October 19, 2022 through the electronic posting of the Notice on the website of the Issuer, as evidenced by the copy of the Publisher’s Affidavit including a copy of the Notice attached hereto as Exhibit “A”. The Notice was reasonably designed to apprise residents of Fulton County of the proposed issuance of the Bonds by the Issuer and was published not less than seven (7) calendar days before the scheduled date of the public hearing referred to in the Notice; and

WHEREAS, on October 26, 2022, a public hearing (the “Hearing”) with regard to the issuance of the Bonds and the location and nature of the Project was held at 10:30 a.m. via teleconference in accordance with Revenue Procedure 2022-20. The Hearing was accessible to the residents of the approving governmental unit by calling a toll-free telephone number. The public was invited to join by dialing 1-833-548-0276 (Meeting ID: 885 0843 1148#). The Hearing was conducted by the undersigned as authorized hearing officer for the Issuer in a manner that provided a reasonable opportunity to be heard for persons with differing views on both the issuance of the Bonds and the location and nature of the Project; and

WHEREAS, the names and addresses of all parties attending the Hearing, together with a summary of matters discussed at the Hearing, are set forth on the Hearing Report attached hereto as Exhibit “B”; and

WHEREAS, the documents involved in the proposed issuance of the Bonds have been approved by the attorney for the Issuer, as evidenced by an opinion letter attached hereto as Exhibit “C”; and

WHEREAS, a placement/investment letter relating to the contemplated placement or underwriting and sale of the Bonds, a copy of which is attached hereto as Exhibit “D”, has been furnished to the Issuer, as required by procedures adopted by the Board of Commissioners of Fulton County;

WHEREAS, a Minority and Female Business Enterprise Policy (“MFBE”) Utilization Report, a copy of which is attached hereto as Exhibit “E”, has been furnished to the Issuer, as required by procedures adopted by the Board of Commissioners of Fulton County;

WHEREAS, a copy of the Issuer's Minority and Female Business Enterprise Policy is attached hereto as Exhibit “F”, as required by procedures adopted by the Board of Commissioners of Fulton County;

NOW, THEREFORE, the undersigned does hereby certify the above facts are true and correct and does request the Board of Commissioners of Fulton County approve the issuance of the Development Authority of Fulton County Revenue Bonds (The Westminster Schools, Inc. Project) Series 2022, for the purpose of complying with Section 147(f) of the Internal Revenue Code of 1986, as amended.

Given under my hand and seal of the Issuer, this 26<sup>th</sup> day of October 2022.



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**EUNICE LIM**  
Hearing Officer, Development  
Authority of Fulton County

**EXHIBIT “A”**

**(PUBLISHER’S AFFIDAVIT)**

## TEFRA Notices

[Shepherd Center, Inc. \(Date Posted October 19, 2022\)](#)

[The Westminster Schools, Inc. \(Date Posted October 19, 2022\)](#)

[Beverly J. Searles Foundation \(Langston Hughes Apartments\) \(Date Posted September 12, 2022\)](#)

[Beverly J. Searles Foundation \(Piedmont Senior Apartments\) \(Date Posted September 12, 2022\)](#)

[Beverly J. Searles Foundation \(Sandtown Senior Apartments\) \(Date Posted September 12, 2022\)](#)

[Beverly J. Searles Foundation \(Shannon Senior Apartments\) \(Date Posted September 12, 2022\)](#)

[East Point Abbington Point, LP \(Date Posted September 12, 2022\)](#)

[TUFF-Atlanta Housing 2022 \(Date Posted: November 24, 2021\)](#)

[Phoenix Ridge \(North\) \(Date Posted: May 26, 2021\)](#)

[Phoenix Ridge \(South\) \(Date Posted: May 26, 2021\)](#)

[Reserve at Hollywood LLC \(Date Posted: May 26, 2021\)](#)

[AMC Campus Project I, LLC \(Date Posted: April 12, 2021\)](#)

[Georgia Tech Facilities, Inc. \(Date Posted: January 25, 2021\)](#)

[TUFF CAUB LLC \(Date Posted: January 25, 2021\)](#)

NOTICE OF PUBLIC HEARING ON  
PROPOSED REVENUE BOND FINANCING BY  
THE DEVELOPMENT AUTHORITY OF FULTON COUNTY  
FOR THE BENEFIT OF THE WESTMINSTER SCHOOLS, INC.

The Development Authority of Fulton County hereby gives notice that on 26th day of October, 2022, at 10:30 a.m., telephonically by dialing 833-548-0276 (Meeting ID: 885 0843 1148#), a Public Hearing will be held in accordance with Revenue Procedure 2022-20 and will be accessible to the residents of the approving governmental unit by joining the teleconference meeting as instructed herein. The Public Hearing concerns the proposed issuance by the Issuer in a maximum aggregate principal amount not to exceed \$100,000,000 of its Development Authority of Fulton County Revenue Bonds (The Westminster Schools, Inc. Project) Series 2022 (the "Bonds"). The Bonds will be issued as qualified 501(c)(3) bonds for the benefit of The Westminster Schools, Inc. (the "School"), a Georgia non-profit corporation, for the purposes of (a) financing or refinancing the acquisition, construction and equipping of certain school capital projects for the School and (b) to pay all or a portion of the costs of issuance of the Bonds (collectively, the "Project"). The School's facilities financed and refinanced by the Bonds will be owned and operated by the School and the facilities are and will be located on the School's existing campus at 1424 West Paces Ferry Road NW, Atlanta, Georgia 30327 in Fulton County, Georgia. The Bonds will not constitute an indebtedness or obligation of the State of Georgia or of any county, municipal corporation or political subdivision thereof, but will be payable solely from revenues derived from the School and pledged to the payment thereof. Any person interested in the proposed issuance of the Bonds or the location or the nature of the proposed Project may appear and be heard.

Any person wishing to express views on the proposed issuance of the Bonds may be heard at such Public Hearing by joining the teleconference meeting as instructed herein.

THE ISSUER WILL NOT CONDUCT ANY PERFORMANCE AUDIT OR PERFORMANCE REVIEW WITH RESPECT TO THE BONDS AS SUCH TERMS ARE DESCRIBED IN SECTION 36-82-100, OFFICIAL CODE OF GEORGIA ANNOTATED.

DEVELOPMENT AUTHORITY OF FULTON  
COUNTY




**AFFIDAVIT OF PUBLICATION**

Personally appeared before the undersigned officer authorized to administer oaths, Sabrina Kirkland, who upon being duly sworn deposes and says as follows:

I am the Executive Assistant/Technology Associate of the *Development Authority of Fulton County*, a public body corporate and politic, duly created by the Development Authorities Law, O.C.G.A. § 36-62-1, *et seq.* and activated by resolution, as amended, of the governing body of Fulton County. Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (26 C.F.R. § 1.147(f)-1 (2018)), public notice has been given by electronic posting on the public website of the *Development Authority of Fulton County*, the on-behalf-of issuer, as an alternative to the public website of the approving governmental unit. Attached hereto is a true and correct copy of the publication of the TEFRA Notice concerning The Westminster Schools, Inc., which was published on the *Development Authority of Fulton County* website (<https://www.developfultoncounty.com/tefra-notices>) in an area of the website used to inform its residents about events affecting the residents on the following date: 10/14/2022.

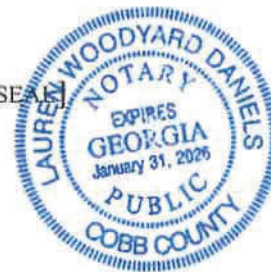
  
Print Name: Sabrina Kirkland

Sworn to and subscribed before me  
this 14<sup>th</sup> day of October.

  
Notary Public, State of Georgia

My commission expires: 01/31/26

[NOTARY SEAL]



**EXHIBIT "B"**

**(HEARING REPORT)**

1. The names and addresses of all parties present for the Hearing are as follows:

No parties were in attendance.

2. The matters discussed at the Hearing are summarized as follows:

Because no parties were present at the Hearing, no matters were discussed.

**EXHIBIT “C”**

**(LETTER OF AUTHORITY ATTORNEY)**

October 26, 2022

The Board of Commissioners  
of Fulton County  
Atlanta, Georgia

Development Authority of  
Fulton County  
Atlanta, Georgia

Dear Sir or Madam:

We are delivering this opinion in compliance with the requirements of the Chairman of the Fulton County Commission relative to approval of financing.

This opinion is to accompany the approval of the Issuer and Financing described as follows:

Issuer:	Development Authority of Fulton County
Financing:	Revenue Bonds in the aggregate principal amount not to exceed \$100,000,000 (the "Bonds")
Borrower:	The Westminster Schools, Inc. (the "Borrower")
Project:	to (a) finance or refinance the acquisition, construction and equipping of certain school capital projects for the Borrower and (b) to pay all or a portion of the costs of issuance of the Bonds.

Public hearing was held before the Development Authority of Fulton County on October 26, 2022, pursuant to an advertisement of the public hearing notice appearing on the website of the Development Authority of Fulton County on October 19, 2022.

October 26, 2022

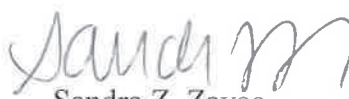
Page 2

In rendering this opinion, with your permission, we have relied conclusively on representations of representatives of the Issuer, the Borrower, or both as to the correctness of the information set forth above.

Based on the foregoing, we are of the opinion that the Issuer is authorized under the laws of the State of Georgia to issue financing for projects of the type and nature described hereinabove pursuant to Article IX, Section VI, Paragraph III, of the Constitution of Georgia of 1983, as amended, the Development Authorities Law (O.C.G.A. 36-62-1 et seq.) and the Revenue Bond Law (O.C.G.A. 36-82-60 et seq.).

This opinion relates solely to the application relating to the Financing identified above as submitted by or on behalf of the Borrower to the Issuer, and is rendered solely to the parties to whom it is addressed. This opinion is not to be used for any other purpose, quoted in whole or in part, relied upon by or delivered to any other person or party.

Sincerely,

  
Sandra Z. Zayac

SZZ

Enclosures

**EXHIBIT “D”**

**(Placement/Investment Letter)**



Truist Commercial Equity, Inc.  
303 Peachtree Street Floor 32  
Atlanta, GA 30308  
Phone: 404-827-6536  
ginny.phillippi@truist.com

Ginny Phillippi  
Senior Vice President, Truist  
Authorized Agent, Truist Commercial Equity, Inc./

October 25, 2022

Development Authority of Fulton County  
Atlanta, Georgia

Re: Development Authority of Fulton County Revenue Bonds (The Westminster Schools, Inc. Project), Series 2022

Dear Sir or Madam:

In connection with the public hearing, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, relating to the Development Authority of Fulton County (the “Issuer”) and The Westminster Schools, Inc. (the “Borrower”), we are pleased to provide our preliminary view regarding the ability of the Issuer and the Borrower to raise up to \$82,000,000 of debt financing. Our view is based on our understanding of the transaction as it is presently structured, including our current knowledge of the operations, tax status, financial results, conditions and prospects of the Issuer and the Borrower and general economic, industry and market conditions. We note also that our view is based upon the limited information we have been provided by the Issuer and the Borrower to date regarding the transaction and, as we have not had the opportunity to conduct due diligence, we understand that we will be provided the opportunity to conduct thorough due diligence prior to any financing or commitment.

Based upon and subject to the terms of this letter, we are pleased to confirm that it is our preliminary view that, based upon current market conditions, up to \$82,000,000 of debt securities of the Issuer could be sold to and purchased by Truist Commercial Equity, Inc. Our views in this letter are based on our understanding of the transaction as currently contemplated and are also subject to (i) satisfactory completion of the financing documents; (ii) satisfactory completion of legal, accounting, financial and other due diligence customary in similar capital markets; and (iii) the absence of any material adverse change in the condition, business, results, operations or prospects of the Issuer or the Borrower.

Furthermore, our view is subject to there not having occurred; (a) any general suspension of, or limitation on prices for, trading in securities in the New York Stock Exchange; (b) any suspension of trading in any securities of the Issuer or the Borrower; (c) any material adverse change in financial market conditions; (d) any declaration of a banking moratorium or any suspension of payments in respect of banks generally in New York or Georgia; or (e) any outbreak or escalation of hostilities or any other calamity or crisis that, in our judgment, is material and adverse.

This letter does not represent and should not be construed as a commitment by Truist Commercial Equity, Inc or any of our respective affiliates to underwrite or arrange any financing for the Issuer or the Borrower and does not constitute an undertaking or contractual commitment to purchase on a principal or agency basis any debt securities of the Issuer or the Borrower. Any commitment to purchase debt securities of the Issuer or the Borrower will be conditioned on the

execution of a mutually acceptable definitive bond purchase agreement. Nothing expressed or implied in this letter is intended to create legal relations between us or to constitute representations or warranties on which the Issuer or the Borrower may rely.

This letter has been delivered to you for your informational purposes only and is not to be distributed or disclosed to, or otherwise relied upon by, any other person without our consent, except as required by law.

If you have any questions with respect to this letter, do not hesitate to call the undersigned.

Very truly yours,

Truist Commercial Equity, Inc.

By: *ginny phillippi*

Name: Ginny Phillippi

Title: Authorized Agent



**EXHIBIT “E”**

**(Minority and Female Business Enterprise Policy Utilization Report of School)**

### BORROWER'S MFBE UTILIZATION REPORT

This report must be submitted at the earlier of the date of TEFRA approval or final bond resolution, and thereafter, updated reports must begin with the first full quarter following the date of final bond resolution, to be received by the tenth day following the last day of the quarter. Reports should be mailed/mailed to: Development Authority of Fulton County, 141 Pryor Street, S.W., Suite 2052 (Peachtree Level), Atlanta, GA 30339 (sandra.zayac@agg.com). Upon the first submission of this report, please attach a copy of the Borrower's policy on hiring of minorities and women-owned businesses, Contractor's policy on the utilization of minority and female-owned businesses, as applicable. Please complete the report with "N/A - no transactions" or mark "Not yet engaged" if contractors or subcontractors have not yet been retained.

<b>REPORTING PERIOD</b>		<b>PROJECT NAME:</b>	Westminster Schools - Lower School,
<b>FROM:</b>		<b>BOND CAPTION:</b>	Revenue Bonds (The Westminster School)
<b>TO:</b>	25-Oct-22	<b>PROJECT ADDRESS:</b>	1424 West Paces Ferry Road 30327

PRIME CONTRACTOR (Identify if MFBE)		Contract Award Date	Contract Award Amount	Change Order Amount
<b>Name:</b>	N/A not yet engaged			
<b>Address:</b>				
<b>Telephone #:</b>				

AMOUNT OF REQUISITION THIS PERIOD: \$ \_\_\_\_\_  
 TOTAL AMOUNT REQUISITION TO DATE: \$ \_\_\_\_\_

**SUBCONTRACTOR or VENDOR UTILIZATION (for equipping of Project or acquisition of personal property)**

page if necessary

Name of Sub-Contractor or Vendor (Identify if MFBE)	Description of Work or Goods Purchased	Contract Amount	Amount Paid To Date	Amount Requisition This Period
N/A				
TOTALS				

Borrower's Representative: Antoinette Boyd  
 (Print Name)

Address: See above

Executed By: [Signature]  
 (Signature)

Phone: \_\_\_\_\_

Title: Treasurer, VP Finance & Operations Date: 10-26-22 Email: toni.boyd@westminster.net

ist be submitted on a quarterly basis,  
ie relevant quarter. The report  
Georgia 30303  
s and females or the Prime  
ot applicable for refunding

Technology Center
hools, Inc. Project), Series 2022

Contract Period

Continue on additional

Contract Period	
Starting Date	Ending Date


## **EXHIBIT "F"**

### **(Copy of Authority's Minority and Female Business Enterprise Policy Revisions Adopted April 22, 2008)**

It is the policy of the Development Authority of Fulton County that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. The Company shall utilize contractors, subcontractors, suppliers and vendors that do not discriminate against employees or employment applicants because of race, color, gender or national origin, in connection with the development of the Project. The Company shall also make a good faith effort to utilize, to the extent feasible and reasonable under the circumstances, minority or female owned enterprises in connection with the development of the Project. In furtherance of this effort, the Company shall furnish to the Authority, at or before the earlier of the date of submission of TEFRA approval documentation, if applicable, or of the final bond resolution, a written report (i) projecting its utilization of minority and female owned business enterprises in connection with the construction and/or equipping of the proposed Project, (ii) identifying all significant contractors, subcontractors, suppliers, or vendors engaged or utilized to date in connection with the development of the Project, and (iii) specifically identifying all minority or female owned contractors, subcontractors, suppliers or vendors engaged or utilized to date. The report shall also identify a Company representative who will be responsible for future contact and information regarding minority and female owned business enterprise utilization in connection with Project construction and/or acquisition of personal property in conjunction with the Project. In addition to the aforementioned initial written report, the Company shall file updated reports with the Authority on a quarterly basis, beginning with the first full quarter following the date of final bond resolution and continuing through the date of completion of the Project. The Company shall also consent to on-site monitoring visits by the Authority to evaluate compliance with the Policy.





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0793

**Meeting Date:** 11/2/2022

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

Execution by Chairman Robert L. Pitts of a TEFRA (Tax Equity Fiscal Responsibility Act) for documentation pertaining to the proposed issuance of its Development Authority of Fulton County Tax-Exempt Revenue Bonds, in an amount not to exceed \$175,000,000.00 (the "Bonds"). The Bonds will be issued for the benefit of Shepherd Center, Inc., a Georgia not-for-profit corporation (the "Borrower"), for the purposes of (a) financing (i) the development of a mixed-use temporary housing facility for Shepherd Center families and patients (the "Housing Project") and (ii) the development of a new building for hospital administration, outpatient services, and innovation that will allow increased bed capacity at the main hospital when completed (the "Innovation Project", and collectively, the "Project"); (b) reimbursing certain expenses previously incurred in relation to the Project; (c) funding certain reserves, if necessary; and (d) paying certain costs of issuing the Bonds.

October 26, 2022

**Via Hand Delivery**

Ms. Tonya Grier  
Clerk to the Commission  
Fulton County Board of Commissioners  
141 Pryor Street, S.W.  
Atlanta, Georgia 30303

Re: Development Authority of Fulton County – Shepherd Center, Inc.

Dear Ms. Grier:

As attorney for the Development Authority of Fulton County (the “Issuer”), I am enclosing herewith for the signature of Chairman Pitts four copies of the TEFRA certificate, with attached standard supporting documentation, pertaining to the proposed issuance of its Development Authority of Fulton County Tax-Exempt Revenue Bonds, in an amount not to exceed \$175,000,000 (the “Bonds”). The Bonds will be issued for the benefit of Shepherd Center, Inc., a Georgia not-for-profit corporation (the “Borrower”), for the purposes of (a) financing (i) the development of a mixed-use temporary housing facility for Shepherd Center families and patients (the “Housing Project”) and (ii) the development of a new building for hospital administration, outpatient services, and innovation that will allow increased bed capacity at the main hospital when completed (the “Innovation Project”, and collectively, the “Project”); (b) reimbursing certain expenses previously incurred in relation to the Project; (c) funding certain reserves, if necessary; and (d) paying certain costs of issuing the Bonds. The Borrower’s facilities financed by the Bonds will be owned and operated by the Borrower. The Housing Project is to be located at 1860 and 1874 Peachtree Road, Atlanta, Georgia 30309 and is to be financed with Bond proceeds up to a maximum principal amount of \$70,000,000 and the Innovation Project is to be located at or adjacent to 2020 Peachtree Road, Atlanta, Georgia 30309 and is to be financed with Bond proceeds up to maximum principal amount of \$105,000,000.

Please note that the Borrower commits to comply with the Issuer’s Minority and Female Business Enterprises Policy, which was revised April 22, 2008, in accordance with the Fulton County Board of Commissioners Resolution adopted April 2, 2008, and the Borrower projects minority and female participation in the project to be approximately 10-20%.

If you or Chairman Pitts have any questions, please call me. Otherwise, please ask Chairman Pitts to execute the enclosed certificates at his earliest opportunity, and please then

October 26, 2022

Page 2

return at least three executed certificates with supporting documentation to me at your earliest opportunity for further processing.



October 26, 2022

Page 3

Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "Sandra Zayac", with a stylized flourish at the end.

Sandra Z. Zayac

SZZ

Enclosures

cc: Mr. Richard Anderson (w/o encl.)  
County Manager  
cc: Ms. Y. Soo Jo  
County Attorney

**CERTIFICATE OF CHAIRMAN OF FULTON COUNTY BOARD OF  
COMMISSIONERS REGARDING PUBLIC APPROVAL FOR DEVELOPMENT  
AUTHORITY OF FULTON COUNTY  
PROPOSED REVENUE BONDS FOR  
SHEPHERD CENTER, INC.**

The undersigned is the Chairman of the Fulton County Board of Commissioners, and as such is the designated chief elected executive official of Fulton County. Shepherd Center, Inc., a Georgia not-for-profit corporation (the "Company") proposes to (a) finance (i) the development of a mixed-use temporary housing facility for Shepherd Center families and patients (the "Housing Project") and (ii) the development of a new building for hospital administration, outpatient services, and innovation that will allow increased bed capacity at the main hospital when completed (the "Innovation Project", and collectively, the "Project"); (b) reimburse certain expenses previously incurred in relation to the Project; (c) fund certain reserves, if necessary; and (d) pay certain costs of issuing the Bonds.

The Project is to be financed from the proceeds of the Bonds. The initial owner, operator or manager of the facilities financed by the Bonds will be the Company. The facilities financed by the Bonds are located in Fulton County.

On October 19, 2022, notice of the public hearing (the "Notice") was published on the website of the Development Authority of Fulton County (the "Issuer"). The Notice was designed to apprise residents of Fulton County of the proposed issuance of the Bonds by the Issuer and was published not less than 7 days before the scheduled date of the public hearing referred to in the Notice. A copy of the Publisher's Affidavit including a copy of the Notice is attached as Exhibit "A" to the Certification of Hearing Officer (the "Certification") dated October 26, 2022, which is attached hereto.

On October 26, 2022, a public hearing (the "Hearing") with regard to the issuance of the Bonds was held at 10:30 a.m. via teleconference in accordance with Revenue Procedure 2022-20. The Hearing was accessible to the residents of the approving governmental unit by calling a toll-free telephone number. The public was invited to join by dialing 833-548-0276 (Meeting ID: 885 0843 1148#). The Hearing was conducted in a manner that provided a reasonable opportunity for persons with differing views on both the issuance of the Bonds and the location and nature of the Project to be heard, as evidenced by the Certification, which is attached hereto.

The proceedings have been reviewed and determination made that the issuance of the Bonds is legally proper and a placement/investment letter and a Minority and Female Business Enterprise Policy ("MFBE") Utilization Report has been received, as evidenced by the Exhibits "C", "D" and "E", respectively, to the Certification, which is attached hereto.

[Intentionally left blank]

Based on the foregoing, the undersigned duly approves the issuance of the Bonds as contemplated by the Notice for the purpose of financing the Project for the Company. This approval is solely intended to comply with the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, and shall not result in or impose any pecuniary liability upon or constitute a lien upon the property or a claim against the Fulton County, the State of Georgia, or a political subdivision thereof.

This \_\_\_\_ day of \_\_\_\_\_, 2022.

---

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

Approved as to form:

  
\_\_\_\_\_  
Attorney

**CERTIFICATION  
RELATIVE TO THE ISSUANCE OF  
DEVELOPMENT AUTHORITY OF FULTON COUNTY  
PROPOSED REVENUE BONDS  
(SHEPHERD CENTER, INC.)**

WHEREAS, the DEVELOPMENT AUTHORITY OF FULTON COUNTY (the “Issuer”) is considering adoption of or has adopted a Resolution (the “Resolution”) providing for the issuance of Development Authority of Fulton County Tax-Exempt Revenue Bonds related to the Project, in an amount not to exceed \$175,000,000 (the “Bonds”); and

WHEREAS, prior to the adoption of the Resolution, notice of public hearing (the “Notice”) was published on October 19, 2022 on the website of the Issuer, as evidenced by the copy of Publisher's Affidavit including a copy of the Notice attached hereto as Exhibit “A”. The Notice was designed to apprise residents of Fulton County of the proposed issuance of the Bonds by the Issuer and was published not less than 7 days before the scheduled date of the public hearing referred to in the Notice; and

WHEREAS, on October 26, 2022, a public hearing (the “Hearing”) with regard to the issuance of the Bonds was held at 10:30 a.m. via teleconference in accordance with Revenue Procedure 2022-20. The Hearing was accessible to the residents of the approving governmental unit by calling a toll-free telephone number. The public was invited to join by dialing 833-548-0276 (Meeting ID: 885 0843 1148#). The Hearing was conducted by the undersigned as authorized hearing officer for the Issuer in a manner that provided a reasonable opportunity to be heard for persons with differing views on both the issuance of the Bonds and the location and nature of the Project; and

WHEREAS, the names and addresses of all parties attending the Hearing, together with a summary of matters discussed at the Hearing, are set forth on the Hearing Report attached hereto as Exhibit “B”; and

WHEREAS, the documents involved in the proposed issuance of the Bonds have been approved by the attorney for the Issuer, as evidenced by an opinion letter attached hereto as Exhibit “C”; and

WHEREAS, a placement/investment letter relating to the contemplated placement or underwriting and sale of the Bonds, a copy of which is attached hereto as Exhibit “D”, has been furnished to the Issuer, as required by procedures adopted by the Board of Commissioners of Fulton County;

WHEREAS, a Minority and Female Business Enterprise Policy (“MFBE”) Utilization Report, a copy of which is attached hereto as Exhibit “E”, has been furnished to the Issuer, as required by procedures adopted by the Board of Commissioners of Fulton County;

WHEREAS, a copy of the Issuer's Minority and Female Business Enterprise Policy is attached hereto as Exhibit “F”, as required by procedures adopted by the Board of Commissioners of Fulton County;

NOW, THEREFORE, the undersigned does hereby certify the above facts are true and correct and does request the Board of Commissioners of Fulton County approve the issuance of the Development Authority of Fulton County Tax-Exempt Revenue Bonds (Shepherd Center, Inc. Project) Series 2022, for the purpose of complying with Section 147(f) of the Internal Revenue Code of 1986.

Given under my hand and seal of the Issuer, this 26<sup>th</sup> day of October 2022.



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**EUNICE LIM**

Hearing Officer, Development  
Authority of Fulton County

**EXHIBIT “A”**

**(PUBLISHER’S AFFIDAVIT)**

## TEFRA Notices

Shepherd Center, Inc. (Date Posted October 19, 2022)

The Westminster Schools, Inc. (Date Posted October 19, 2022)

Beverly J. Searles Foundation (Langston Hughes Apartments) (Date Posted September 12, 2022)

Beverly J. Searles Foundation (Piedmont Senior Apartments) (Date Posted September 12, 2022)

Beverly J. Searles Foundation (Sandtown Senior Apartments) (Date Posted September 12, 2022)

Beverly J. Searles Foundation (Shannon Senior Apartments) (Date Posted September 12, 2022)

East Point Abbington Point, LP (Date Posted September 12, 2022)

TUFF-Atlanta Housing 2022 (Date Posted: November 24, 2021)

Phoenix Ridge (North) (Date Posted: May 26, 2021)

Phoenix Ridge (South) (Date Posted: May 26, 2021)

Reserve at Hollywood LLC (Date Posted: May 26, 2021)

AMC Campus Project I, LLC (Date Posted: April 12, 2021)

Georgia Tech Facilities, Inc. (Date Posted: January 25, 2021)

TUFF CAUB LLC (Date Posted: January 25, 2021)

**NOTICE OF PUBLIC HEARING REGARDING**  
**NOT TO EXCEED \$175,000,000**  
**DEVELOPMENT AUTHORITY OF FULTON COUNTY**  
**PROPOSED REVENUE BONDS FOR THE BENEFIT OF**  
**SHEPHERD CENTER, INC.**

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, that on **Wednesday, October 26, 2022, at 10:30 a.m.**, the hearing officer of the Development Authority of Fulton County (the “**Authority**”) will hold a public hearing via teleconference concerning the proposed issuance by the Authority of one or more series of its tax-exempt revenue bonds related to the Project (as defined herein) (the “**Bonds**”) in an aggregate principal amount not to exceed \$175,000,000.

The proceeds of the Bonds, when and if issued, are to be used for the purpose of providing funds to finance a loan to Shepherd Center, Inc. (the “**Borrower**”) to (a) finance (i) the development of a mixed-use temporary housing facility for Shepherd Center families and patients (the “**Housing Project**”) and (ii) the development of a new building for hospital administration, outpatient services, and innovation that will allow increased bed capacity at the main hospital when completed (the “**Innovation Project**”, and collectively, the “**Project**”); (b) reimburse certain expenses previously incurred in relation to the Project; (c) fund certain reserves, if necessary; and (d) pay certain costs of issuing the Bonds.

The Project will be owned and operated by the Borrower listed above. The Housing Project will be located at 1860 and 1874 Peachtree Road, Atlanta, Georgia 30309, and be financed with Bond proceeds up to a maximum principal amount of \$70,000,000. The Innovation Project will be located at or adjacent to 2020 Peachtree Road, Atlanta, Georgia 30309, and be financed with Bond proceeds up to a maximum principal amount of \$105,000,000.

The public hearing is for the purpose of providing a reasonable opportunity for interested individuals to express their views, both orally and in writing, on the proposed issuance of the Bonds and on the location and nature of the facilities to be financed.

The proposed Bonds will not be obligations of Fulton County, Georgia or of the State of Georgia or of any county, municipal corporation, or political subdivision of the State of Georgia. The proposed Bonds will not be paid from taxes but will be payable by the Authority solely from amounts to be paid or provided by the Borrower.

**O.C.G.A. SECTION 36-82-100 REQUIRES AN AUDITOR, CONSULTANT OR OTHER PROVIDER TO CARRY OUT A PERFORMANCE AUDIT OF THE EXPENDITURE OF THE PROCEEDS OF THE BONDS UNLESS SUCH PROVISION IS WAIVED. IN ACCORDANCE WITH O.C.G.A. SECTION 36-82-100(d), NO PERFORMANCE AUDIT OR PERFORMANCE REVIEW WILL BE CONDUCTED WITH RESPECT TO THE BONDS.**

The public hearing will be held via teleconference in accordance with Revenue Procedure 2022-20 and will be accessible to the residents of the approving governmental unit by dialing 833-548-0276 (Meeting ID: 885 0843 1148#).

Error! Unknown document property name.



Any person wishing to express views on the proposed issuance of the Bonds or the location or nature of the facilities being financed or plan of financing may be heard at such public by joining the teleconference meeting as instructed herein.

**DEVELOPMENT AUTHORITY OF FULTON COUNTY**

**Error! Unknown document property name.**


**AFFIDAVIT OF PUBLICATION**

Personally appeared before the undersigned officer authorized to administer oaths, Sabrina Kirkland, who upon being duly sworn deposes and says as follows:

I am the Executive Assistant/Technology Associate of the *Development Authority of Fulton County*, a public body corporate and politic, duly created by the Development Authorities Law, O.C.G.A. § 36-62-1, *et seq.* and activated by resolution, as amended, of the governing body of Fulton County. Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (26 C.F.R. § 1.147(f)-1 (2018)), public notice has been given by electronic posting on the public website of the *Development Authority of Fulton County*, the on-behalf-of issuer, as an alternative to the public website of the approving governmental unit. Attached hereto is a true and correct copy of the publication of the TEFRA Notice concerning Shepherd Center, Inc., which was published on the *Development Authority of Fulton County* website (<https://www.developfultoncounty.com/tefra-notices>) in an area of the website used to inform its residents about events affecting the residents on the following date: 10/19/2022.

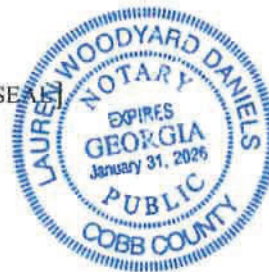
  
Print Name: Sabrina Kirkland

Sworn to and subscribed before me  
this 19th day of October.

  
Notary Public, State of Georgia

My commission expires: 01/31/26

[NOTARY SEAL]



**EXHIBIT "B"**

**(HEARING REPORT)**

1. The names and addresses of all parties present for the Hearing are as follows:

No parties were in attendance.

2. The matters discussed at the Hearing are summarized as follows:

Because no parties were present at the Hearing, no matters were discussed.

EXHIBIT "C"

(LETTER OF AUTHORITY ATTORNEY)

October 26, 2022

The Board of Commissioners  
of Fulton County  
Atlanta, Georgia

Development Authority of  
Fulton County  
Atlanta, Georgia

Dear Sir or Madam:

We are delivering this opinion in compliance with the requirements of the Chairman of the Fulton County Commission relative to approval of financing.

This opinion is to accompany the approval of the Issuer and Financing described as follows:

Issuer:	Development Authority of Fulton County
Financing:	Tax-Exempt Revenue Bonds in the aggregate principal amount not to exceed \$175,000,000 (the “Bonds”)
Borrower:	Shepherd Center, Inc.
Project:	to (a) finance (i) the development of a mixed-use temporary housing facility for Shepherd Center families and patients and (ii) the development of a new building for hospital administration, outpatient services, and innovation that will allow increased bed capacity at the main hospital when completed (collectively, the “Project”); (b) reimburse certain expenses previously incurred in relation to the Project; (c) fund certain reserves, if necessary; and (d) pay certain costs of issuing the Bonds.

Public hearing was held before the Development Authority of Fulton County on October 26, 2022, pursuant to an advertisement appearing on the website of the Development Authority of Fulton County on October 19, 2022.

In rendering this opinion, with your permission, we have relied conclusively on representations of representatives of the Issuer, the Borrower, or both as to the correctness of the information set forth above.

Based on the foregoing, we are of the opinion that the Issuer is authorized under the laws of the State of Georgia to issue financing for projects of the type and nature described hereinabove pursuant to Article IX, Section VI, Paragraph III, of the Constitution of Georgia of 1983, as amended, the Development Authorities Law (O.C.G.A. 36-62-1 et seq.) and the Revenue Bond Law (O.C.G.A. 36-82-60 et seq.).

This opinion relates solely to the application relating to the Financing identified above as submitted by or on behalf of the Borrower to the Issuer, and is rendered solely to the parties to whom it is addressed. This opinion is not to be used for any other purpose, quoted in whole or in part, relied upon by or delivered to any other person or party.

Sincerely,



Sandra Z. Zayac

SZZ

Enclosures

**EXHIBIT “D”**

**(Placement/Investment Letter)**



Truist Commercial Bank, Inc.  
800 Peachtree St. NE Fl. 42  
Atlanta, GA 30308  
Phone: 770-431-7208  
Tammy.J.Hughes@tr.com

Tammy Hughes  
Senior Vice President - Truist  
Authorized Agent - Truist Commercial Bank, Inc.

October 26, 2022

Development Authority of Fulton County  
Atlanta, Georgia

Re: Development Authority of Fulton County Revenue Bonds (Shepherd Center, Inc. Project),  
Series 2022

Dear Sir or Madam:

In connection with the public hearing pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, relating to the Development Authority of Fulton County (the "Issuer") and Shepherd Center, Inc. (the "Borrower"), we are pleased to provide our preliminary view regarding the ability of the Issuer and the Borrower to raise up to \$175,000,000 of debt financing. Our view is based on our understanding of the transaction as it is presently structured, including our current knowledge of the operations, tax status, financial results, conditions and prospects of the Issuer and the Borrower and general economic, industry, and market conditions. We note also that our view is based upon the limited information we have been provided by the Issuer and the Borrower to date regarding the transaction and, as we have not had the opportunity to conduct due diligence, we understand that we will be provided the opportunity to conduct thorough due diligence prior to any financing or commitment.

Based upon and subject to the terms of this letter, we are pleased to confirm that it is our preliminary view that, based upon current market conditions, up to \$175,000,000 of debt securities of the Issuer could be sold to and purchased by Truist Bank. Our views in this letter are based upon our understanding of the transaction as currently contemplated and are also subject to (i) satisfactory completion of the financing documents; (ii) satisfactory completion of legal, accounting, financial, and other due diligence customary in similar capital markets; and (iii) the absence of any material adverse change in the condition, business, results, operations, or prospects of the Issuer or the Borrower.

Furthermore, our view is subject to there not having occurred (i) any general suspension of, or limitation on prices for, trading in securities in the New York Stock Exchange; (ii) any suspension of trading in any securities of the Issuer or the Borrower, to the extent the same currently exist; (iii) any material adverse change in financial market conditions; (iv) any declaration of a banking moratorium or any suspension of payments in respect of banks generally in New York or Georgia; or (v) any outbreak or escalation of hostilities or any other calamity or crisis that, in our judgment, is material and adverse.

This letter does not represent and should not be construed as a commitment by Truist Bank or any of our respective affiliates to underwrite or arrange any financing for the Issuer or the Borrower and does not constitute an undertaking or contractual commitment to purchase on a principal or agency basis any debt securities of the Issuer or the Borrower. Any commitment to purchase debt securities of the issuer or the Borrower will be conditioned on the execution of a mutually acceptable definitive bond purchase agreement or similar document. Nothing expressed or implied in this letter is intended to create legal relations between us or to constitute representations or warranties on which the Issuer or the Borrower may rely.



This letter has been delivered to you for your informational purposes only and is not to be distributed or disclosed to, or otherwise relied upon by, any other person without our consent, except as required by law.

Very truly yours,

TRUIST BANK

By:   
Name: Tammy Hughes  
Title: Authorized Agent

**EXHIBIT “E”**

**(Minority and Female Business Enterprise Policy Utilization Report of Company)**

### BORROWER'S MFBE UTILIZATION REPORT

This report must be submitted at the earlier of the date of TEFRA approval or final bond resolution, and thereafter, updated reports must be submitted on a quarterly basis, beginning with the first full quarter following the date of final bond resolution, to be received by the tenth day following the last day of the relevant quarter. The report should be mailed/emailed to: Development Authority of Fulton County, 141 Pryor Street, S.W., Suite 2052 (Peachtree Level), Atlanta, Georgia 30303 (sandra.zayac@agg.com). Upon the first submission of this report, please attach a copy of the Borrower's policy on hiring of minorities and females or the Prime Contractor's policy on the utilization of minority and female-owned businesses, as applicable. Please complete the report with "N/A - not applicable for refunding transactions" or mark "Not yet engaged" if contractors or subcontractors have not yet been retained.

<b>REPORTING PERIOD</b>		<b>PROJECT NAME:</b>	Shepherd Center, Inc.
<b>FROM:</b>	N/A	<b>BOND CAPTION:</b>	Development Authority of Fulton County Revenue Bonds (Shepherd Center,
<b>TO:</b>	10/26/2022	<b>PROJECT ADDRESS:</b>	2020, 1860 and 1874 Peachtree Road, Atlanta, GA 30309

PRIME CONTRACTOR ( <u>Identify if MFBE</u> )		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period
Name:	Brasfield & Gorrie			N/A	
Address:	2999 Circle 75 Pkwy, Atlanta, GA 3				
Telephone #:	678-581-6400				
PRIME CONTRACTOR ( <u>Identify if MFBE</u> )		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period
Name:	Choate Construction			N/A	
Address:	8200 Roberts Drive #600, Atlanta, G				
Telephone #:	678-892-1200				

AMOUNT OF REQUISITION THIS PERIOD: \$ N/A

TOTAL AMOUNT REQUISITION TO DATE: \$ N/A

#### SUBCONTRACTOR or VENDOR UTILIZATION (for equipping of Project or acquisition of personal property)

Continue on additional page if necessary

Name of Sub-Contractor or Vendor ( <u>Identify if MFBE</u> )	Description of Work or Goods Purchased	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
Not Yet Engaged						
TOTALS						

ACTIVE\682944910.v1

Borrower's Representative: Steve Holleman  
(Print Name)  
Executed By: (Signature)

Address: 2020, 1860 and 1874 Peachtree Road, Atlanta, GA 30309

Phone: \_\_\_\_\_ 404-350-2020

Title: Chief Financial Officer Date: 10/26/22 Email: steve.holleman@shepherd.org

Attachments:  
DBE Policy of Brasfield Gorrie  
Subcontractor solicitation list provided by Choate

ACTIVE682944910.v1

## **EXHIBIT "F"**

### **(Copy of Authority's Minority and Female Business Enterprise Policy Revisions Adopted April 22, 2008)**

It is the policy of the Development Authority of Fulton County that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. The Company shall utilize contractors, subcontractors, suppliers and vendors that do not discriminate against employees or employment applicants because of race, color, gender or national origin, in connection with the development of the Project. The Company shall also make a good faith effort to utilize, to the extent feasible and reasonable under the circumstances, minority or female owned enterprises in connection with the development of the Project. In furtherance of this effort, the Company shall furnish to the Authority, at or before the earlier of the date of submission of TEFRA approval documentation, if applicable, or of the final bond resolution, a written report (i) projecting its utilization of minority and female owned business enterprises in connection with the construction and/or equipping of the proposed Project, (ii) identifying all significant contractors, subcontractors, suppliers, or vendors engaged or utilized to date in connection with the development of the Project, and (iii) specifically identifying all minority or female owned contractors, subcontractors, suppliers or vendors engaged or utilized to date. The report shall also identify a Company representative who will be responsible for future contact and information regarding minority and female owned business enterprise utilization in connection with Project construction and/or acquisition of personal property in conjunction with the Project. In addition to the aforementioned initial written report, the Company shall file updated reports with the Authority on a quarterly basis, beginning with the first full quarter following the date of final bond resolution and continuing through the date of completion of the Project. The Company shall also consent to on-site monitoring visits by the Authority to evaluate compliance with the Policy.





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0794

**Meeting Date:** 11/2/2022

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### Department

Real Estate and Asset Management

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

Request approval to accept a name change and authorizing the Department of Real Estate and Asset Management and Department of Purchasing & Contract Compliance to reflect the name change of CRM Construction Services LLC to Complete Contracting Partners LLC. 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?

Choose an item.

**Summary & Background** Approval to accept name change and authorizing the Department of Real Estate and Asset Management and Department of Purchasing & Contract Compliance to reflect the name change.

**Scope of Work:** In order to be in compliance with the Fulton County Government policies and contract agreement terms and conditions, the name change has to be approved by the Fulton County Board of Commissioners. There are no changes in terms and conditions and services will continue to

be provided at the same level required for the project.

Contract Agreement: Bid#19ITB432768K-JAJ, Task Order Contract for Minor Construction Projects

**Community Impact:** There is no community impact.

**Department Recommendation:** The Department of Real Estate and Asset Management recommends approval to reflect the name change of CRM Construction Services LLC to Complete Contracting Partners LLC.

**Project Implications:** Reflect the correct name change on the existing contract and purchase orders going forward.

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

**Department Issues/Concerns:** If this name change is not approved, the Department will not be able to process invoices for payment going forward.

**Contract Modification** N/A

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

N/A

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

Exhibit 1: Article of Amendment with Secretary of State of Georgia

Exhibit 2: Employer Identification Number (EIN)

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

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

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00



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**Agenda Item No.:** 22-0794

**Meeting Date:** 11/2/2022

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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:

Non-Applicable

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

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

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

**Report Period Start:** 1/1/2022  
**Report Period End:** 12/31/2022

# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

**Complete Contracting Partners LLC**  
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **09/14/2022** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on **09/16/2022**.



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State

## ARTICLES OF ORGANIZATION

\*Electronically Filed\*

Secretary of State

Filing Date: 9/14/2022 6:00:10 PM

### BUSINESS INFORMATION

**CONTROL NUMBER** 22196827  
**BUSINESS NAME** Complete Contracting Partners LLC  
**BUSINESS TYPE** Domestic Limited Liability Company  
**EFFECTIVE DATE** 09/14/2022

### PRINCIPAL OFFICE ADDRESS

**ADDRESS** 3142 Summerton Ct, Powder Springs, GA, 30127, USA

### REGISTERED AGENT

NAME	ADDRESS	COUNTY
Accounting Tax and More LLC	424 Grayson Pkwy, Grayson, GA, 30017, USA	Gwinnett

### ORGANIZER(S)

NAME	TITLE	ADDRESS
Accounting Tax and More LLC	ORGANIZER	424 Grayson Pkwy, Grayson, GA, 30017, USA

### OPTIONAL PROVISIONS

N/A

### AUTHORIZER INFORMATION

**AUTHORIZER SIGNATURE** Accounting Tax and More LLC by Carla Keaton  
**AUTHORIZER TITLE** Organizer

Date of this notice: 09-16-2022

Employer Identification Number:  
92-XXXXXXX

Form: SS-4

Number of this notice: CP 575 A

COMPLETE CONTRACTING PARTNERS LLC  
ANQUISON COLLINS SOLE MBR  
3721 MACLAND RD UNIT 200-316  
POWDER SPRINGS, GA 30127

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-0329826. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 940	01/31/2023
Form 943	01/31/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit [www.irs.gov/mefbusproviders](http://www.irs.gov/mefbusproviders) for a list of companies that offer IRS e-file for business products and services.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.
- \* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is COMP. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at [www.irs.gov/forms-pubs](http://www.irs.gov/forms-pubs) or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

999999999999

Your Telephone Number      Best Time to Call  
(       )                      -

DATE OF THIS NOTICE: 09-16-2022  
EMPLOYER IDENTIFICATION NUMBER: 92-0329826  
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

COMPLETE CONTRACTING PARTNERS LLC  
ANQUISON COLLINS SOLE MBR  
3721 MACLAND RD UNIT 200-316  
POWDER SPRINGS, GA 30127





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 22-0795

**Meeting Date:** 11/2/2022

### Department

Real Estate and Asset Management

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

Request approval to accept a name change and authorizing the Department of Real Estate and Asset Management and the Department of Purchasing & Contract Compliance to reflect the name change of CRM Services LLC to Complete Contracting Partners LLC. 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** Approval to accept name change and authorizing the Department of Real Estate and Asset Management and Department of Purchasing & Contract Compliance to reflect the name change.

**Scope of Work:** In order to be in compliance with the Fulton County Government policies and contract agreement terms and conditions, the name change has to be approved by the Fulton County Board of Commissioners. There are no changes in terms and conditions, and services will continue to be provided at the same level required for the project.



**Contract Agreements:**

1. ITB #20ITB126000C-GS, Asphalt/Concrete Pavement Maintenance and Repair Services
2. RFP #20RFP1247348C-CG, Standby Emergency Repair and Restoration Services

**Community Impact:** There is no community impact.

**Department Recommendation:** The Department of Real Estate and Asset Management recommends approval to reflect the name change of CRM Services LLC to Complete Contracting Partners LLC.

**Project Implications:** Reflect the correct name change on the existing contracts and purchase orders going forward.

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

**Department Issues/Concerns:** If these name changes are not approved, the Department will not be able to process invoices for payment going forward for Contract Agreements #20ITB126000C-GS and #20RFP1247348C-CG.

**Contract Modification** Non-Applicable

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

Click or tap here to enter text.

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

**Exhibit 1:** Article of Amendment with Secretary of State of Georgia

**Exhibit 2:** Employer Identification Number (EIN)

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

**Exhibit 1:** Article of Amendment with Secretary of State of Georgia

**Exhibit 2:** Employer Identification Number (EIN)

**Contract Attached**

No

**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:**

Non-Applicable

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> N

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

Yes

**Report Period Start:** 1/1/2022  
**Report Period End:** 12/31/2022

# STATE OF GEORGIA

Secretary of State  
Corporations Division  
313 West Tower  
2 Martin Luther King, Jr. Dr.  
Atlanta, Georgia 30334-1530

## CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

**Complete Contracting Partners LLC**  
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **09/14/2022** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on **09/16/2022**.



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State

## ARTICLES OF ORGANIZATION

\*Electronically Filed\*  
Secretary of State  
Filing Date: 9/14/2022 6:00:10 PM

### BUSINESS INFORMATION

**CONTROL NUMBER** 22196827  
**BUSINESS NAME** Complete Contracting Partners LLC  
**BUSINESS TYPE** Domestic Limited Liability Company  
**EFFECTIVE DATE** 09/14/2022

### PRINCIPAL OFFICE ADDRESS

**ADDRESS** 3142 Summerton Ct, Powder Springs, GA, 30127, USA

### REGISTERED AGENT

NAME	ADDRESS	COUNTY
Accounting Tax and More LLC	424 Grayson Pkwy, Grayson, GA, 30017, USA	Gwinnett

### ORGANIZER(S)

NAME	TITLE	ADDRESS
Accounting Tax and More LLC	ORGANIZER	424 Grayson Pkwy, Grayson, GA, 30017, USA

### OPTIONAL PROVISIONS

N/A

### AUTHORIZER INFORMATION

**AUTHORIZER SIGNATURE** Accounting Tax and More LLC by Carla Keaton  
**AUTHORIZER TITLE** Organizer





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 22-0796

**Meeting Date:** 11/2/2022

### Department

Real Estate and Asset Management

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

Request approval to accept a name change and authorizing the Department of Purchasing & Contract Compliance to reflect the name change of Office Depot Business Solutions, LLC to ODP Business Solutions, LLC. 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** Approval to accept name change and authorizing the Department of Real Estate and Asset Management and Department of Purchasing & Contract Compliance to reflect the name change.

**Scope of Work:** In order to be in compliance with the Fulton County Government policies and contract agreement terms and conditions, the name change has to be approved by the Fulton County Board of Commissioners. There are no changes in terms and conditions, and services will continue to be provided at the same level required for the project.

Contract No.: Omnia Partners Public Sector Contract #R190303 Office Supplies

Effective Date: May 1, 2022

**Community Impact:** There is no community impact.

**Department Recommendation:** The Department of Real Estate and Asset Management recommends approval to reflect the name change of Office Depot Business Solutions, LLC to ODP Business Solutions, LLC.

ODP Business Solutions provides copy paper and related supplies on an “as-needed” basis for Countywide Departments.

**Project Implications:** Reflect the correct name change on the existing contract and Purchase/Delivery Orders going forward.

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

**Department Issues/Concerns:** If this name change is not approved, the Department will not be able to process invoices for payment going forward.

## **Contract Modification**

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

Click or tap here to enter text.

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

**Exhibit 1:** Name Change Announcement Information Letter

**Exhibit 2:** W-9 ODP Business Solutions, LLC

**Exhibit 3:** Employer Identification Number (EIN)

**Exhibit 4:** Certificate of Insurance for ODP Business Solutions, LLC

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

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

## **Contract Attached**

No

## **Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: Non-Applicable  
Previous Adjustments: Non-Applicable  
This Request: Non-Applicable  
TOTAL: Non-Applicable

**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:**

Non-Applicable

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> N Applicable

**Overall Contractor Performance Rating:** Non-Applicable

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

Yes

**Report Period Start:** 1/1/2022  
**Report Period End:** 12/31/2022





Dear Valued Customer,

We recently announced some exciting changes -- starting in May 2022 Office Depot's Business Solutions Division is reemerging as a B2B-dedicated organization with a new name: ODP Business Solutions. This evolution will allow us to be more agile and more innovative in how we focus on businesses like yours – all while bringing nearly 30 years of knowledge and experience to the table.

As a finance or accounting professional for your organization, we are sending this email to you so that you are aware of the changes that accompany our rebranding, and which may require action on your part:

## Changes to name, invoices, and Tax ID

- As of May 1, 2022, our “remit to” name will be changed to **‘ODP Business Solutions, LLC’** - all invoices and statements will bear our new company name and logo. ODP Business Solutions, LLC is a C Corporation.
  - **Note:** Our remittance addresses are not changing, so please be sure to select the W-9 with the address that matches your current one indicated at the bottom of your invoice
- We have a new Tax ID number – **EIN/TIN:** 86-2161688 – associated with our new company, which is available on a W-9 form. You may download a copy of the new W-9 associated with your lockbox remittance address at the following link: [ODP Business Solutions, LLC - W-9 forms](#)
- **Veyer**, also a new company under The ODP Corporation umbrella, will provide ODP Business Solutions with supply chain, transportation, procurement, sourcing, and logistics support, and you may see some correspondence and financial documents from them as well. Please note that any checks sent to you going forward will be issued by "Veyer, on behalf of ODP Business Solutions, LLC"

## Changes to ACH Transfers

- Our bank accounts and remittance addresses are not changing, so if you pay via ACH transfers, we ask that you change the “remit to” name to the one indicated on our W-9s, whether you pay direct or through a 3rd party payment solution
- If your company has set-up forms required for new suppliers or for ACH transfers which you need completed, please contact our Customer Care department at 888-2-OFFICE.

These changes should not cause any interruptions to your service, and you can reference these [Frequently Asked Questions](#) for the latest information on our rebranding.

Work has changed and so have we ... into something your business can always count on. Thank you for coming along on this exciting journey – we greatly value your loyalty!

**IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
PHILADELPHIA PA 19255-0023

004634.315101.121891.20350 1 MB 0.450 530



OFFICE DEPOT BUSINESS SOLUTIONS LLC  
RICHARD A HAAS JR SOLE MBR  
6600 N MILITARY TRL  
BOCA RATON FL 33496

004634

Date of this notice: 02-24-2021

Employer Identification Number:  
86-2161688

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 86-2161688. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

### IMPORTANT REMINDERS:

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.
- \* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is OFFI. You will need to provide this information, along with your EIN, if you file your returns electronically.

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/02/2022

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> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661	<b>CONTACT NAME:</b> Marsh   U.S. Operations <b>PHONE (A/C, No, Ext):</b> 866-966-4664 <b>E-MAIL ADDRESS:</b> Chicago.CertRequest@marsh.com	<b>FAX (A/C, No):</b> 212-948-0770
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> ODP Business Solutions 6600 North Military Trail Boca Raton, FL 33496	<b>INSURER A :</b> National Union Fire Insurance Company Of Pittsburgh,	
	<b>INSURER B :</b> N/A	
	<b>INSURER C :</b> All Insurance Company	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		<b>NAIC #</b> 19445  N/A  19399

## COVERAGES

**CERTIFICATE NUMBER:**

CHI-010059521-03

**REVISION NUMBER:** 14

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 checked="" type="checkbox"/> LOC OTHER:			GL 3980253	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Self Insured Retention \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b>			AL 4888750 (AOS)	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			AL 4888749 (VA)	11/01/2021	11/01/2022	BODILY INJURY (Per person) \$
A	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AL 4888748 (MA)	11/01/2021	11/01/2022	BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	DED						\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC 065885844 (NY)	11/01/2021	11/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A	WC 058240031 (AOS)	11/01/2021	11/01/2022	E.L. EACH ACCIDENT \$ 2,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below			WC 058240030 (WI)	11/01/2021	11/01/2022	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
C				WC 058240028 (CA)	11/01/2021	11/01/2022	E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	<b>EXCESS WORKERS COMPENSATION</b>			XWC 6583197 (IL, OH)	11/01/2021	11/01/2022	LIMIT \$ 2,000,000 SIR \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

ODP Business Solutions  
6600 North Military Trail  
Boca Raton, FL 33496

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Marsh USA Inc.*

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

<b>AGENCY</b> MARSH USA INC.		<b>NAMED INSURED</b> ODP Business Solutions 6600 North Military Trail Boca Raton, FL 33496
<b>POLICY NUMBER</b>		
<b>CARRIER</b>	<b>NAIC CODE</b>	<b>EFFECTIVE DATE:</b>

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Kyo-ya Hotels & Resorts LP; Kyo-ya USA, LLC Kyo-ya Kaiulani, LLC; Kokusai Kogyo Kanri Kabushiki Kaisha; Sheraton Hawaii Hotels Corporation; Starwood Hotels & Resorts Management Company, LLC; Starwood Hotels & Resorts Worldwide, LLC. Marriott International Inc., Trustees of the Estate of Bernice Pauahi Bishop, RHC Property Holdings LLC, and each of their affiliates, and their respective successors, assigns, directors, officers, partners, members, shareholders, participants, employees, professionals, and agents and each other person, if any, who either is associated or affiliated with the entities noted above are included as Additional Insured under General and Auto Liability, but only as required by contract or agreement. Coverage is Primary and Non-Contributory, but only as required by contract or agreement. Waiver of subrogation is included in favor of the Certificate holder and Additional Insured, but only as required by contract or agreement.





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 22-0797

**Meeting Date:** 11/2/2022

### Department

Real Estate and Asset Management

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

Request approval to accept name change and authorizing the Department of Purchasing & Contract Compliance to reflect the name change of Wood Environment & Infrastructure Solutions, Inc. to WSP USA Environment & Infrastructure Inc. 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** Approval to accept name change and authorizing the Department of Real Estate and Asset Management and Department of Purchasing & Contract Compliance to reflect the name change.

**Scope of Work:** In order to be in compliance with the Fulton County Government policies and contract agreement terms and conditions, the name change has to be approved by the Fulton County Board of Commissioners. There are no changes in terms and conditions, and services will continue to be provided at the same level required for the project.

Contract Agreements:

1. RFP #20RFP124968K-DB, Standby Professional Services for Mechanical, Electrical, Plumbing and Fire Protection
2. RFP #20RFP120820K-CRB, Standby Professional Services for Environmental Engineering & Testing Services

Effective Date: September 21, 2022

**Community Impact:** There is no community impact.

**Department Recommendation:** The Department of Real Estate and Asset Management recommends approval to reflect the name change of Wood Environment & Infrastructure Solutions, Inc. to WSP USA Environment & Infrastructure Inc., with an effective date: September 21, 2022.

**Project Implications:** Reflect the correct name change on the existing contracts and purchase/delivery orders going forward.

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

**Department Issues/Concerns:** If this name change is not approved, the Department will not be able to process invoices for payments going forward for Contract Agreements #20RFP124968K-DB and #20RFP120820K-CRB.

**Contract Modification** Non-Applicable

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

Click or tap here to enter text.

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

Exhibit 1: Name Change Notification Announcement

Exhibit 2: Article of Amendment with Secretary of State of Georgia

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

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

**Contract Attached**

No

**Previous Contracts**

Yes

### Total Contract Value

Original Approved Amount: Non-Applicable  
Previous Adjustments: Non-Applicable  
This Request: Non-Applicable  
TOTAL: Non-Applicable

### Grant Information Summary

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

### Fiscal Impact / Funding Source

#### Funding Line 1:

Non-Applicable

Key Contract Terms	
<b>Start Date:</b> Effective Upon BOC	<b>End Date:</b> 12/31/2022
<b>Cost Adjustment:</b> <a href="#">Click here to enter text.</a>	<b>Renewal/Extension Terms:</b> <a href="#">Click here to enter text.</a>

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

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

Yes

**Report Period Start:** 1/1/2022  
**Report Period End:** 12/31/2022





September 23, 2022

Subject: Wood Environment & Infrastructure Solutions, Inc. - Name Change Notification

Dear Valued Client:

We wish to inform you, effective September 21, 2022, Wood Environment & Infrastructure Solutions, Inc. was acquired by WSP Global Inc. We are now doing business in the United States as WSP USA Environment & Infrastructure Inc.

The current name of our company has changed as shown in the chart below. We will continue to operate as we always have with a focus on our core values of safety, integrity, teamwork, and excellence. **Please be advised that this is a change of name only. Our federal tax identification number (FEIN) and our Dun & Bradstreet number (DUNS) will remain the same. Likewise, there is no change in the invoice payment address. Our contractual relationship with you is unaffected by the name change. The Federal Identification Number also remains unchanged.** Please update your records accordingly.

<b>Previous name</b>	Wood Environment & Infrastructure Solutions, Inc.
<b>New Name</b>	WSP USA Environment & Infrastructure Inc.
<b>Date of change</b>	September 21, 2022
<b>Federal ID Number</b>	91-1641772

This name change is administrative in nature, and we assure you that we will continue to maintain the current resources, contracts, and other existing services we currently provide. We will continue to deliver the same quality of services and the same dedicated team of consultants, project managers, engineers, and scientists to your projects. Our focus remains on delivering projects safely and successfully for you.

Beginning September 23, 2022, our business correspondence will reflect the WSP USA Environment & Infrastructure Inc. name. If your company requires changes to our contract documents, or has any other procedural requirements, please advise at your earliest convenience and we will work with you to process required documentation.

If you have any questions regarding the name change, please contact your client representative.

Thank you for your business, and we look forward to continuing to serve you.

Sincerely,

Joseph J. Sczurko, Jr., PE  
President, Earth & Environment  
WSP USA

# STATE OF GEORGIA

Secretary of State  
Corporations Division  
313 West Tower  
2 Martin Luther King, Jr. Dr.  
Atlanta, Georgia 30334-1530

## AMENDED CERTIFICATE OF AUTHORITY NAME CHANGE

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

**Wood Environment & Infrastructure Solutions, Inc.**  
a Foreign Profit Corporation

formed under the laws of the State of **Nevada** and authorized to transact business in Georgia on **08/03/2000**, has amended its application to transact business in this state by the filing of an amendment changing its name to

**WSP USA Environment & Infrastructure Inc.**  
a Foreign Profit Corporation

and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on **09/23/2022**.



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State

**APPLICATION FOR AMENDED CERTIFICATE OF  
AUTHORITY**

\*Electronically Filed\*  
Secretary of State  
Filing Date: 9/23/2022 8:58:53 AM

**Business Information**

Business Name : Wood Environment & Infrastructure Solutions, Inc.  
Control Number : 0034835  
Business Type : Foreign Profit Corporation  
Home Jurisdiction : Nevada  
Name in Home Jurisdiction : WSP USA Environment & Infrastructure Inc.  
Date of Authorization in Georgia : 08/03/2000

**Amended Business Information**

New Business Name : WSP USA Environment & Infrastructure Inc.  
Effective Date : 09/23/2022

**Authorizer Information**

**Authorizer Signature :** Bradley Knight

**Authorizer Title :** Officer

# SECRETARY OF STATE



## CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, Barbara K. Cegavske, the duly qualified and elected Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporations sole, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **WSP USA ENVIRONMENT & INFRASTRUCTURE INC.**, as a DOMESTIC CORPORATION (78) duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since 06/01/1994, and is in good standing in this state.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 09/22/2022.

*Barbara K. Cegavske*

BARBARA K. CEGAVSKE  
Secretary of State

Certificate Number: B202209223022311

You may verify this certificate  
online at <http://www.nvsos.gov>





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 22-0798

**Meeting Date:** 11/2/2022

### Department

Real Estate and Asset Management

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

Request approval of a Sewer Easement Dedication of 43,548 square feet to Fulton County, a political subdivision of the State of Georgia, from Macon Capital, LLC., for the purpose of constructing the Oaks at Cedar Grove Project at 0 Cedar Grove Road, South Fulton, Georgia 30213.

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

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

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

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

No

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

**Scope of Work:** The proposed Oaks at Cedar Grove Project, a residential subdivision, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system prior to recording of the Final Plat. The easement area to be conveyed to the County consists of 43,548 square feet and is located in Land Lots 82 and 83 of the 7<sup>th</sup> District of Fulton County, Georgia.

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

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

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

**Community Issues/Concerns:** None.

**Department Issues/Concerns:** None.



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

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

Return Recorded Document to:  
Fulton County Land Division

141 Pryor Street, S.W. – Suite 8021  
  
Atlanta, Georgia 30303

Project Name: The Oaks at Cedar Grove  
Tax Parcel Identification No.: 07 08000830858, 07 08000830494,  
07 08000830932, 07 08000830916,  
07 030000791220, 07 030000820755,  
07 030000821175, 07 030000821308  
Land Disturbance Permit No.: 18-02035LP, 19S-022

Zoning/Special Use Permit No.: 2006Z-0105SFC, 2003Z-0028SFC, 2004Z-  
0014SFC, 2004VC-0046SFC  
(if applicable)

*For Fulton County Use Only*

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

**SEWER EASEMENT  
(Corporate Form)**

STATE OF GEORGIA,  
COUNTY OF FULTON

This indenture entered into this 12 day of August, 2022, between Macon Capital, 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.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 82 & 83 of the 7<sup>th</sup> District, Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

*The Oaks at Cedar Grove*

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



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

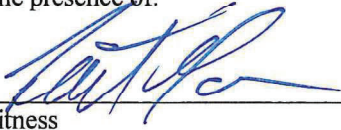
For the same consideration, Grantor(s) hereby convey and relinquish to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on said sewer line on both a routine and emergency basis.

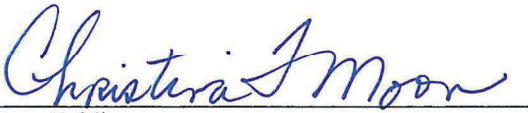
Grantor hereby warrants that it has the right to sell and convey said sewer easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described sewer line easement unto the said FULTON COUNTY, its successors and assigns against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

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

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

Signed, sealed and delivered this 12  
day of August 20 22  
in the presence of:

  
\_\_\_\_\_  
Witness

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



GRANTOR: Macon Capital, LLC  
CORPORATE NAME

By:   
\_\_\_\_\_  
Print Name: William R. Balnton

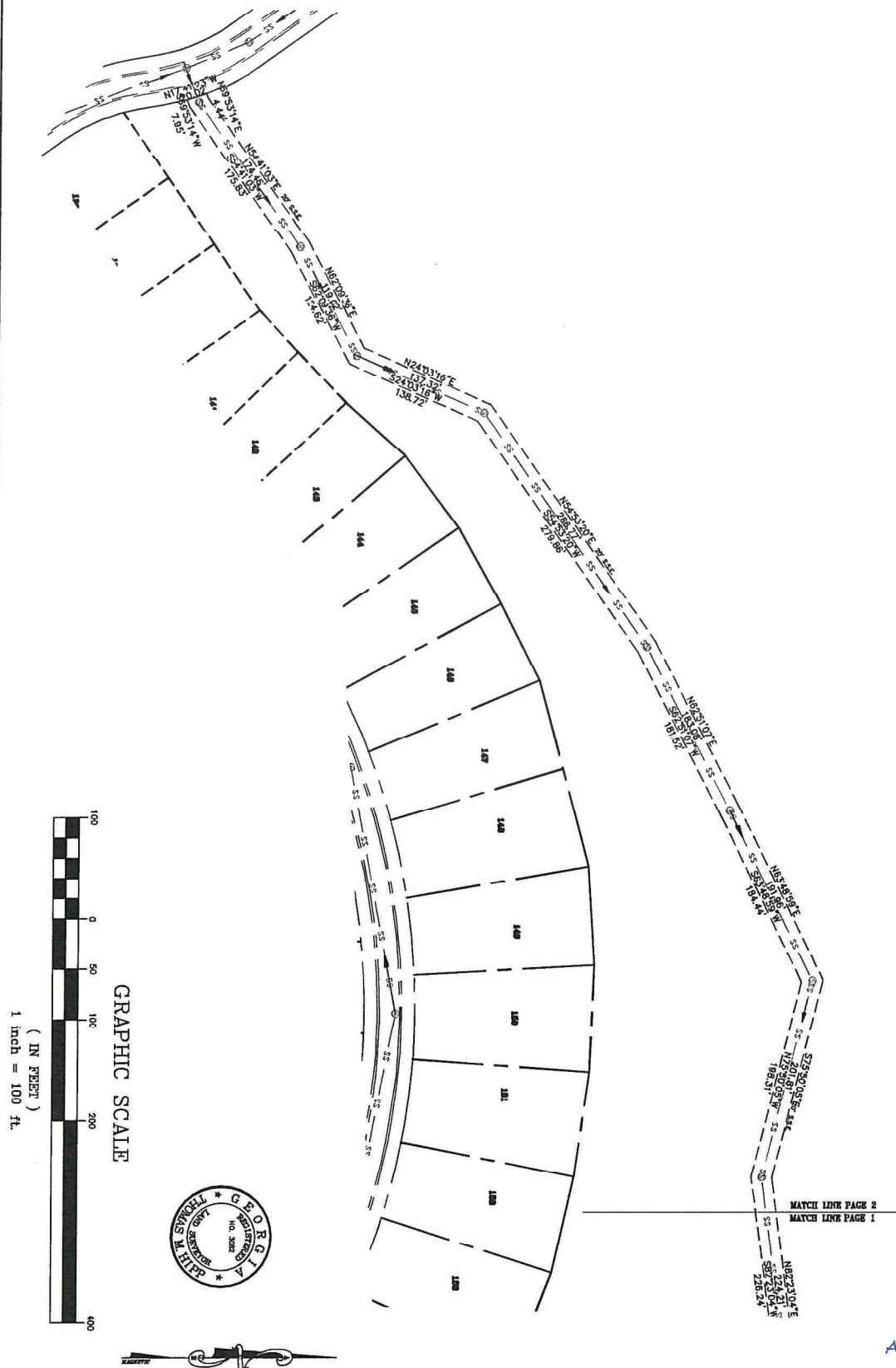
Title: Manager  
\_\_\_\_\_


By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

[CORPORATE SEAL]



<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <div style="border: 1px solid black; padding: 2px; display: inline-block;">2</div> <div style="border: 1px solid black; padding: 2px; display: inline-block;">2</div> </div>	<div style="display: flex; justify-content: space-between;"> <div> DATE: AUGUST 08, 2022  SCALE: HORIZ. 1"=100 VERT. N/A </div> <div> ISSUE  DESCRIPTION DATE BY APPR. </div> </div> <div style="margin-top: 10px;"> LAND LOT(S):  DISTRICT:  SECTION:  COUNTY: STATE: GEORGIA  DESIGNED: DRAWN:  CHECKED: APPROVED: </div>	SANITARY SEWER EASEMENT EXHIBIT A FOR THE OAKS AT CEDAR GROVE CITY OF SOUTH FULTON LAND LOT SEVENTEEN DISTRICT FULTON COUNTY, GEORGIA	 <b>ENGINEERING, INC.</b> ATLANTA COMMERCIAL & RESIDENTIAL ENGINEERING 600 PINNACLE COURT SUITE 685 NORCROSS, GA 30071 TEL: (678) 291-0000 FAX: (678) 291-8807
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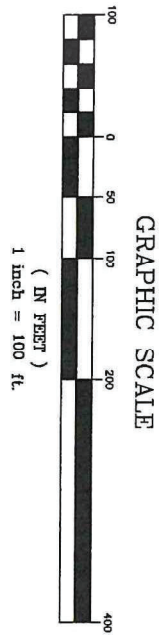
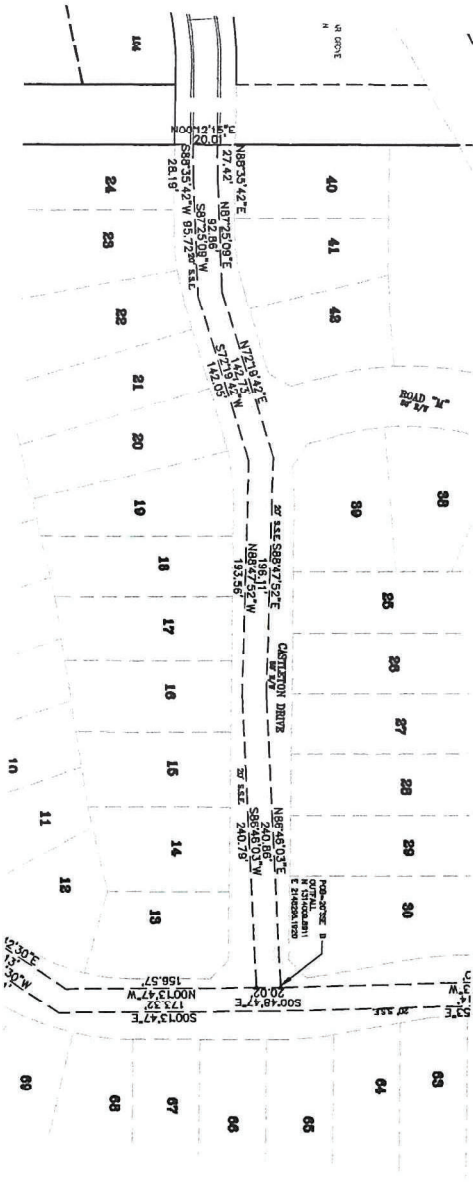


OAKS AT CEDAR GROVE  
TRACT DESCRIPTION  
20 FOOT WIDE SANITARY SEWER EASEMENT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 82 & 83 OF THE 7th DISTRICT, CITY OF SOUTH FULTON, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT HAVING GEORGIA STATE PLANE COORDINATES (WEST ZONE) OF 1313727.205 NORTH AND 2148250.361 EAST; THENCE SOUTH 37 DEGREES 54 MINUTES 46 SECONDS EAST A DISTANCE OF 109.61 FEET TO A POINT; THENCE SOUTH 68 DEGREES 33 MINUTES 04 SECONDS EAST A DISTANCE OF 374.71 FEET TO A POINT; THENCE SOUTH 84 DEGREES 54 MINUTES 09 SECONDS EAST A DISTANCE OF 102.22 FEET; THENCE SOUTH 01 DEGREES 04 MINUTES 29 SECONDS WEST A DISTANCE OF 262.21 FEET TO A POINT; THENCE SOUTH 00 DEGREES 29 MINUTES 46 SECONDS EAST A DISTANCE OF 257.43 FEET TO A POINT; SOUTH 78 DEGREES 41 MINUTES 48 SECONDS WEST A DISTANCE OF 268.68 FEET TO A POINT; THENCE NORTH 85 DEGREES 39 MINUTES 35 SECONDS WEST A DISTANCE OF 197.85 FEET TO A POINT; THENCE NORTH 87 DEGREES 14 MINUTES 09 SECONDS WEST A DISTANCE OF 193.31 FEET TO A POINT; THENCE SOUTH 82 DEGREES 23 MINUTES 04 SECONDS WEST A DISTANCE OF 226.24 FEET TO A POINT; THENCE NORTH 75 DEGREES 50 MINUTES 05 SECONDS WEST A DISTANCE OF 198.31 FEET TO A POINT; THENCE SOUTH 63 DEGREES 48 MINUTES 59 SECONDS WEST A DISTANCE OF 184.44 FEET TO A POINT; THENCE SOUTH 62 DEGREES 51 MINUTES 07 SECONDS W A DISTANCE OF 181.52 FEET TO A POINT; THENCE SOUTH 54 DEGREES 53 MINUTES 20 SECONDS W A DISTANCE OF 279.86 FEET TO A POINT; THENCE SOUTH 24 DEGREES 03 MINUTES 16 SECONDS WEST A DISTANCE OF 138.72 FEET TO A POINT; THENCE SOUTH 62 DEGREES 09 MINUTES 36 SECONDS WEST A DISTANCE OF 124.62 FEET TO A POINT; THENCE SOUTH 54 DEGREES 41 MINUTES 03 SECONDS WEST A DISTANCE OF 175.83 FEET TO A POINT; THENCE SOUTH 69 DEGREES 53 MINUTES 14 SECONDS WEST A DISTANCE OF 7.95 FEET TO A POINT LOCATED ON THE PROPOSED NORTHEASTERLY RIGHT OF WAY LINE OF COLDSTREAM DRIVE ( HAVING A 50 FOOT RIGHT OF WAY WIDTH); THENCE ALONG A CURVE TO THE LEFT HAVING RADIUS OF 225.0 FEET SUBTENDED BY A CHORD BEARING OF NORTH 17 DEGREES 41 MINUTES 23 SECONDS WEST, WITH A CHORD LENGTH OF 20.02 FEET AND AN ARC LENGTH OF 20.02 FEET TO A POINT; THENCE DEPARTING SAID PROPOSED RIGHT OF WAY LINE NORTH 69 DEGREES 53 MINUTES 14 SECONDS EAST A DISTANCE OF 4.44 FEET TO A POINT; THENCE NORTH 54 DEGREES 41 MINUTES 03 SECONDS E A DISTANCE OF 174.46 FEET TO A POINT; THENCE NORTH 62 DEGREES 09 MINUTES 36 SECONDS EAST A DISTANCE OF 119.02 FEET TO A POINT; THENCE NORTH 24 DEGREES 03 MINUTES 16 SECONDS EAST A DISTANCE OF 137.32 FEET TO A POINT; THENCE NORTH 54 DEGREES 53 MINUTES 20 SECONDS EAST A DISTANCE OF 286.77 FEET TO A POINT; THENCE NORTH 62 DEGREES 51 MINUTES 07 SECONDS EAST A DISTANCE OF 183.08 FEET TO A POINT; THENCE NORTH 63 DEGREES 48 MINUTES 59 SECONDS EAST A DISTANCE OF 191.96 TO A POINT; THENCE SOUTH 75 DEGREES 50 MINUTES 05 SECONDS EAST A DISTANCE OF 201.81 FEET TO A POINT; THENCE NORTH 82 DEGREES 23 MINUTES 04 SECONDS E A DISTANCE OF 224.21 FEET TO A POINT; THENCE SOUTH 87 DEGREES 14 MINUTES 09 SECONDS EAST A DISTANCE OF 195.40 FEET TO A POINT; THENCE SOUTH 85 DEGREES 39 MINUTES 35 SECONDS EAST A DISTANCE OF 195.38 FEET TO A POINT; THENCE NORTH 78 DEGREES 41 MINUTES 48 SECONDS EAST A DISTANCE OF 249.39 FEET TO A POINT; THENCE NORTH 00 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 241.43 FEET TO A POINT; THENCE NORTH 01 DEGREES 04 MINUTES 29 SECONDS EAST A DISTANCE OF 243.57 FEET TO A POINT; THENCE NORTH 84 DEGREES 54 MINUTES 09 SECONDS WEST A DISTANCE OF 86.45 FEET TO A POINT; THENCE NORTH 68 DEGREES 33 MINUTES 04 SECONDS WEST A DISTANCE OF 383.06 FEET TO A POINT; THENCE NORTH 37 DEGREES 54 MINUTES 46 SECONDS WEST A DISTANCE OF 115.04 FETT TO A POINT; THENCE NORTH 51 DEGREES 56 MINUTES 55 SECONDS EAST A DISTANCE OF 20.00 TO SAID POINT LOCATED AT POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 65,159 SQUARE FEET, BEING 1.496 ACRES.



AB  
09/02/22

SHEET 1 OF 1  
DWG.  
ISSUE NO.  
PROJECT NO. 22-10-18000  
FILE NO.

DATE	DESCRIPTION	DATE	BY	APPR.
AUGUST 06, 2022				
SCALE: HORIZ. 1"=100 VERT. N/A				
LAND LOT(S):				
DISTRICT:				
SECTION:				
COUNTY:	STATE: GEORGIA			
DESIGNED:	DRAWN:			
CHECKED:	APPROVED:			

SANITARY SEWER EASEMENT  
EXHIBIT B  
FOR  
THE OAKS AT CEDAR GROVE  
CITY OF SOUTH FULTON  
LAND LOT SEVENTEEN DISTRICT  
FULTON COUNTY, GEORGIA

**ACR ENGINEERING, INC.**  
FOR  
ATLANTA COMMERCIAL & RESIDENTIAL ENGINEERING  
600 PINNACLE COURT  
SUITE 685  
NORCROSS, GA 30071  
TEL: (678) 291-0000  
FAX: (678) 291-6887



OAKS AT CEDAR GROVE  
TRACT DESCRIPTION  
20 FOOT WIDE SANITARY SEWER EASEMENT "B"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 82 OF THE 7th DISTRICT, CITY OF SOUTH FULTON, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT HAVING GEORGIA STATE PLANE COORDINATES (WEST ZONE) OF 1314009.891 NORTH AND 2148296.192 EAST; THENCE SOUTH 00 DEGREES 48 MINUTES 47 SECONDS EAST A DISTANCE OF 20.02 FEET TO A POINT; THENCE SOUTH 86 DEGREES 46 MINUTES 03 SECONDS WEST A DISTANCE OF 240.79 FEET TO A POINT; THENCE NORTH 88 DEGREES 47 MINUTES 52 SECONDS WEST A DISTANCE OF 193.56 FEET TO A POINT; THENCE SOUTH 72 DEGREES 19 MINUTES 42 SECONDS W A DISTANCE OF 142.05 FEET TO A POINT; THENCE SOUTH 87 DEGREES 25 MINUTES 09 SECONDS WEST A DISTANCE OF 95.72 FEET TO A POINT; THENCE SOUTH 88 DEGREES 35 MINUTES 42 SECONDS WEST A DISTANCE OF 28.19 FEET TO A POINT; THENCE NORTH 00 DEGREES 12 MINUTES 15 SECONDS EAST A DISTANCE OF 20.01 FEET TO A POINT; THENCE NORTH 88 DEGREES 35 MINUTES 42 SECONDS EAST A DISTANCE OF 27.42 FEET TO A POINT; THENCE NORTH 87 DEGREES 25 MINUTES 09 SECONDS EAST A DISTANCE OF 92.86 FEET TO A POINT; THENCE NORTH 72 DEGREES 19 MINUTES 42 SECONDS EAST A DISTANCE OF 142.73 FEET TO A POINT; THENCE SOUTH 88 DEGREES 47 MINUTES 52 SECONDS EAST A DISTANCE OF 196.11 FEET TO A POINT; THENCE NORTH 86 DEGREES 46 MINUTES 03 SECONDS EAST A DISTANCE OF 240.86 TO SAID POINT LOCATED AT THE BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 14,003 SQUARE FEET, BEING 0.321 ACRE.

AB

09/02/22

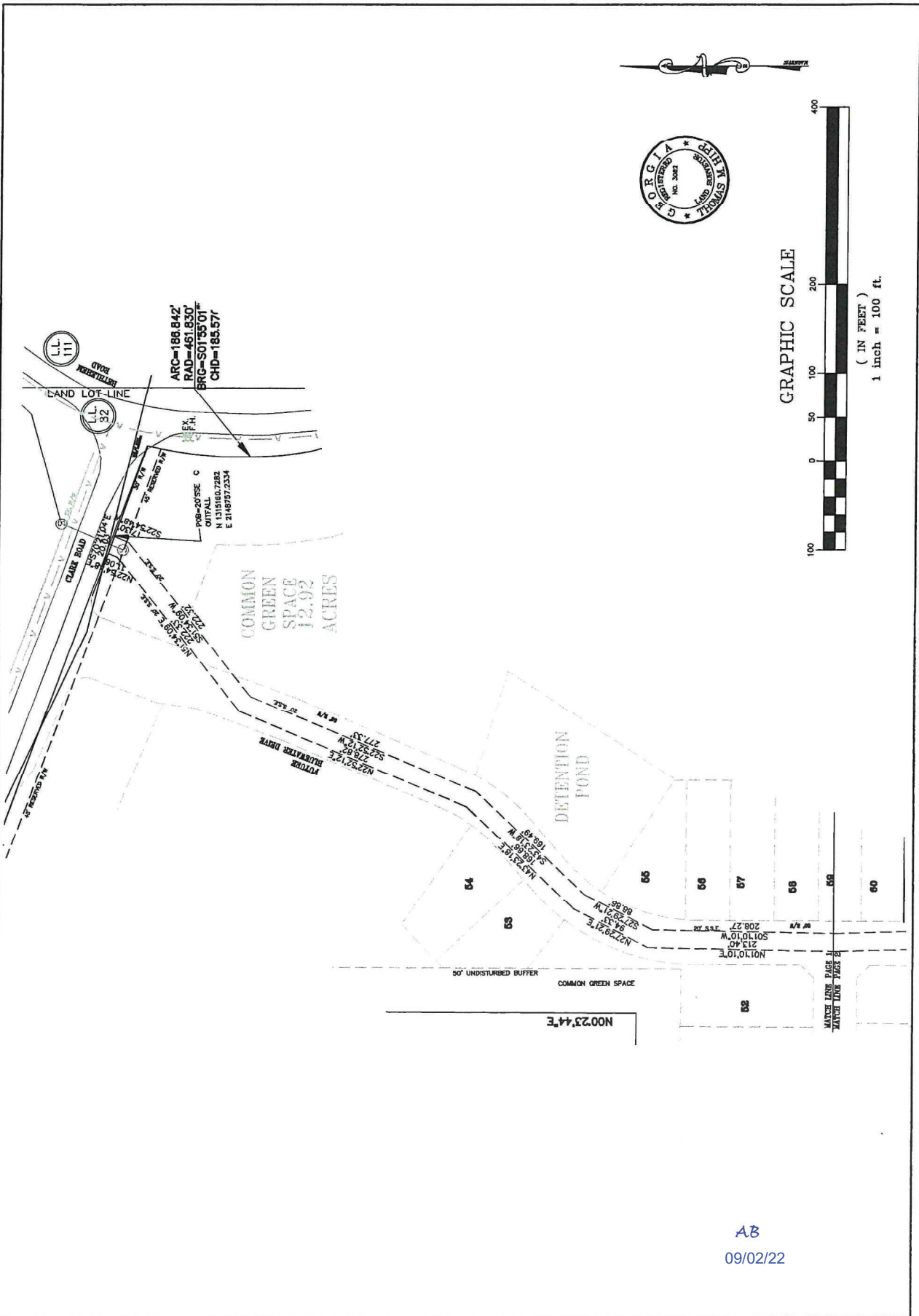


**AP ENGINEERING, INC.**  
 ATLANTA COMMERCIAL & RESIDENTIAL ENGINEERING  
 800 PINNACLE COURT  
 SUITE 605  
 NOKROSS, GA 30071  
 TEL: (678) 291-0000  
 FAX: (678) 291-8867

**THE OAKS AT CEDAR GROVE**  
 CITY OF SOUTHERN WILSON  
 LAND LOT SEVENTH DISTRICT  
 EXHIBIT C  
 SANITARY SEWER BASEMENT

DATE:	AUGUST 08, 2022
SCALE:	HORIZ 1"=100 VERT. N/A
ISSUE	DESCRIPTION DATE BY APPR.
LAND LOT(S):	
DISTRICT:	
SECTION:	
COUNTY:	STATE, GEORGIA
DESIGNED:	DRAWN:
CHECKED:	APPROVED:

SHEET	1
OF	2
DWG.	
PROJECT NO.	20-08-10000
ISSUE NO.	
FILE NO.	



AB  
 09/02/22



OAKS AT CEDAR GROVE  
TRACT DESCRIPTION  
20 FOOT WIDE SANITARY SEWER EASEMENT "C"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 82 OF THE 7th DISTRICT, CITY OF SOUTH FULTON, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT HAVING GEORGIA STATE PLANE COORDINATES (WEST ZONE) OF 1315160.728 NORTH AND 2148757.233 EAST; THENCE SOUTH 22 DEGREES 54 MINUTES 48 SECONDS WEST A DISTANCE OF 17.30 FEET TO A POINT; THENCE SOUTH 51 DEGREES 34 MINUTES 09 SECONDS WEST A DISTANCE OF 222.32 FEET TO A POINT; THENCE SOUTH 22 DEGREES 52 MINUTES 12 SECONDS WEST A DISTANCE OF 277.33 FEET TO A POINT; THENCE SOUTH 43 DEGREES 23 MINUTES 18 SECONDS WEST A DISTANCE OF 169.49 FEET TO A POINT; THENCE SOUTH 27 DEGREES 29 MINUTES 21 SECONDS WEST A DISTANCE OF 86.86 FEET TO A POINT; THENCE SOUTH 01 DEGREES 10 MINUTES 10 SECONDS WEST A DISTANCE OF 208.27 FEET TO A POINT; THENCE SOUTH 01 DEGREES 26 MINUTES 53 SECONDS EAST A DISTANCE OF 342.14 FEET TO A POINT; THENCE SOUTH 00 DEGREES 13 MINUTES 47 SECONDS EAST A DISTANCE OF 173.32 FEET TO A POINT; THENCE SOUTH 33 DEGREES 42 MINUTES 30 SECONDS WEST A DISTANCE OF 120.31 FEET TO A POINT; THENCE SOUTH 51 DEGREES 56 MINUTES 55 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 70 DEGREES 06 MINUTES 09 SECONDS W A DISTANCE OF 318.76 FEET TO A POINT; THENCE SOUTH 61 DEGREES 19 MINUTES 18 SECONDS WEST A DISTANCE OF 215.21 FEET TO A POINT; THENCE SOUTH 62 DEGREES 16 MINUTES 36 SECONDS WEST A DISTANCE OF 14.24 FEET TO A POINT; THENCE NORTH 28 DEGREES 43 MINUTES 22 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 62 DEGREES 16 MINUTES 36 SECONDS EAST A DISTANCE OF 14.59 FEET TO A POINT; THENCE NORTH 61 DEGREES 19 MINUTES 16 SECONDS EAST A DISTANCE OF 216.41 FEET TO A POINT; THENCE NORTH 70 DEGREES 06 MINUTES 09 SECONDS EAST A DISTANCE OF 324.28 FEET TO A POINT; THENCE NORTH 33 DEGREES 42 MINUTES 30 SECONDS EAST A DISTANCE OF 118.13 FEET TO A POINT; THENCE NORTH 00 DEGREES 13 MINUTES 47 SECONDS WEST A DISTANCE OF 156.57 FEET TO A POINT; THENCE NORTH 00 DEGREES 48 MINUTES 47 SECONDS WEST A DISTANCE OF 20.02 FEET TO A POINT; THENCE NORTH 01 DEGREES 26 MINUTES 53 SECONDS WEST A DISTANCE OF 332.80 FEET TO A POINT; THENCE NORTH 01 DEGREES 10 MINUTES 10 SECONDS EAST A DISTANCE OF 213.40 FEET TO A POINT; THENCE NORTH 27 DEGREES 29 MINUTES 21 SECONDS EAST A DISTANCE OF 94.33 FEET TO A POINT; THENCE NORTH 43 DEGREES 23 MINUTES 18 SECONDS EAST A DISTANCE OF 168.66 FEET TO A POINT; THENCE NORTH 22 DEGREES 52 MINUTES 12 SECONDS EAST A DISTANCE OF 278.82 FEET TO A POINT; THENCE NORTH 51 DEGREES 34 MINUTES 09 SECONDS EAST A DISTANCE OF 222.33 FEET TO A POINT; THENCE NORTH 22 DEGREES 54 MINUTES 48 SECONDS EAST A DISTANCE OF 11.06 FEET TO A POINT; THENCE SOUTH 70 DEGREES 21 MINUTES 04 SECONDS EAST A DISTANCE OF 20.03 FEET TO SAID POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 43,548 SQUARE FEET, BEING 0.999 ACRE.

A8  
09/02/22







# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 22-0799

**Meeting Date:** 11/2/2022

### Department

Real Estate and Asset Management

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

Request approval of a Sewer Easement Dedication of 14,503 square feet to Fulton County, a political subdivision of the State of Georgia, from CHIPT Atlanta Buffington, LLC. for the purpose of constructing the Buffington Center Industrial Project at 3600 Buffington Center, South Fulton, Georgia 30349.

### 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 Buffington Center Industrial Project, a commercial development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system prior to the issuance of a Land Disturbance Permit. The easement area to be conveyed to the County consists of 14,503 square feet and located in Land Lot 64 of the 13<sup>th</sup> District of Fulton County, Georgia.

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

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

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

**Community Issues/Concerns:** None.

**Department Issues/Concerns:** None.

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

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

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

Project Name : Buffington Center Industrial  
Tax Parcel Identification No.: 13 0064 LL0577  
Land Disturbance Permit No.: 22S-002WR  
Zoning/Special Use Permit No.: \_\_\_\_\_  
(if applicable)

For Fulton County Use Only

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

**SEWER EASEMENT  
(Corporate Form)**

STATE OF GEORGIA,  
COUNTY OF FULTON

This indenture entered into this 21st day of September, 20 22, between CHIPT Atlanta Buffington 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 sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to **FULTON COUNTY** and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 64, 65, 129 Section (if applicable) of District 55, Fulton County, Georgia, and more particularly described as follows: To wit:

Buffington Center Industrial

*Project Name*

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

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

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

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

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

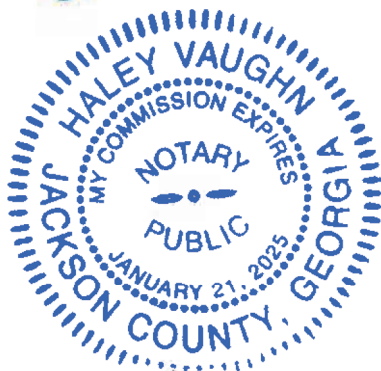
IN WITNESS HEREOF said party of the first part has hereunto affixed his/her hand and seal on the day and year first above written.

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


  
Witness

  
Notary Public

[NOTARIAL SEAL]



GRANTOR: CHIPT Atlanta Buffington LLC  
CORPORATE NAME

By:   
Print Name: John Bateman  
Title: Vice President

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[CORPORATE SEAL]

LB S 35°15'54"E 16.02'  
C9 S 52°55'37"E CH = 53.99', ARC = 54.67', R = 100.00'  
C10 S 78°57'48"E CH = 69.33', ARC = 69.71', R = 192.50'

PARCEL ID  
130064 LL0320  
LOT OWNER: SOUTHWOOD  
DEVELOPMENT COMPANY,  
LLC.

TRACT 1  
PARCEL ID  
130064 LL0577  
LOT OWNER: CHIPT  
ATLANTA BUFFINGTON  
L.L.C.

PROPOSED 20' SEWER  
EASEMENT 14,653 SF

25' STATE STREAM BUFFER  
50' CITY STREAM BUFFER  
75' IMPERVIOUS SETBACK

S0°33'03"W  
178.71'

N89°40'39"W  
20.00'

N89°39'32"W  
514.70'

PARCEL ID  
09F360101290503  
LOT OWNER:  
CHIPT ATLANTA  
BUFFINGTON  
L.L.C.

TRACT 3  
PARCEL ID  
130065 LL0451  
LOT OWNER: CHIPT  
ATLANTA  
BUFFINGTON L.L.C.

TRACT 2  
PARCEL ID  
130065 LL0550  
LOT OWNER: SPUR 14  
PROPERTY OWNERS  
ASSOCIATION INC.

## BUFFINGTON CENTER INDUSTRIAL EXHIBIT "A" - TRACT 1

3625 ROOSEVELT HWY  
SEWER EASEMENT EXHIBIT

**OWNER/DEVELOPER  
(PRIMARY GRANTOR)**

**SCALE:**  
1" = 70'-00"

CHIPT ATLANTA BUFFINGTON LLC ATLANTA, GA 30327  
3715 NORTHSIDE PARKWAY (415) 405-6197  
BUILDING 100, SUITE 200

ROLEY@CHINDUSTRIAL.COM  
**105**



**LEGAL DESCRIPTION – FULTON COUNTY SEWER EASEMENT; CHIPT ATLANTA BUFFINGTON LLC 1 (BASED ON THIS SURVEY)**

All that tract or parcel of land lying and being in Land Lots 64 & 65 of the 13th Land District, City of South Fulton, Fulton County, Georgia, said tract or parcel of land being more fully shown and designated on a plat of survey prepared by Valentino & Associates, Inc. (Job #23010; Drawing/File #23010-UD1), bearing the seal of Glenn A. Valentino, Ga. Registered Land Surveyor #2528, and being more particularly described, with bearings relative to Grid North, Georgia West Zone, as follows:

To find the POINT OF BEGINNING, COMMENCE at a point at the intersection of the east line of Land Lot 129 and the northerly right-of-way line of South Fulton Parkway (300 ft. wide, limited access, public right-of-way per GA. DOT Project # F-086-1(1)). Said Point of Commencement being witnessed by a 3/4" open top pipe found South 00° degrees 13 minutes 40 seconds West a distance of 0.21 feet thereof.

THENCE leaving said northerly right-of-way of South Fulton Parkway and proceeding along said easterly line of Land Lot 129 North 00 degrees 13 minutes 40 seconds East a distance of 165.60 feet to a rock found, said rock found also being the POINT OF BEGINNING;

THENCE North 00 degrees 50 minutes 22 seconds East a distance of 185.54 feet along said easterly line of Land Lot 129 to a 1" crimp top pipe found;

THENCE departing said easterly line of Land Lot 129 North 42 degrees 24 minutes 18 seconds East a distance of 549.40 feet to a 1/2" iron pin set on the southwesterly right-of-way line of Gwendoline Drive (variable width public R/W, 30 feet from centerline per Deed Book 18995 Page 114), said 1/2" iron pin set being witnessed by a 1" crimp top pipe found on line 2.44 feet northeast thereof;

THENCE along the southwesterly right-of-way line of Gwendoline Drive, along a curve to the left having a radius of 122.41 feet for an arc length of 20.37 feet, being subtended by a chord of South 37 degrees 01 minutes 13 seconds East for a distance of 20.35 feet to a computed point;

THENCE departing said southwesterly right-of-way line of Gwendoline Drive, South 42 degrees 24 minutes 18 seconds West a distance of 538.08 feet to a computed point;

THENCE South 00 degrees 50 minutes 22 seconds West a distance of 177.85 feet to a computed point;

THENCE North 89 degrees 27 minutes 59 seconds West a distance of 20.00 feet to a rock found, said rock found being the POINT OF BEGINNING.

Said tract or parcel of land contains 0.333 acres or 14,503 square feet.







# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 22-0800

**Meeting Date:** 11/2/2022

### Department

Real Estate and Asset Management

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

Request approval of a Sewer Easement Dedication of 5,897 square feet to Fulton County, a political subdivision of the State of Georgia, from CHIPT Atlanta Buffington, LLC, for the purpose of constructing the Buffington Center Industrial Project at 3500 Buffington Center, South Fulton, Georgia 30349.

### 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 Buffington Center Industrial Project, a commercial development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system prior to the issuance of a Land Disturbance Permit. The easement area to be conveyed to the County consists of 5,897 square feet and located in Land Lot 65 of the 13<sup>th</sup> District of Fulton County, Georgia.

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

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

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

**Community Issues/Concerns:** None.

**Department Issues/Concerns:** None.

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

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

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

Project Name : Buffington Center Industrial  
Tax Parcel Identification No.: 13 0065 LL451  
Land Disturbance Permit No.: 22S-002WR  
Zoning/Special Use Permit No.: \_\_\_\_\_  
(if applicable)

For Fulton County Use Only

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

**SEWER EASEMENT  
(Corporate Form)**

STATE OF GEORGIA,  
COUNTY OF FULTON

This indenture entered into this 21st day of September, 20 22, between CHIPT Atlanta Buffington 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 sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to **FULTON COUNTY** and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 64, 65, 129 Section (if applicable) of District 55, Fulton County, Georgia, and more particularly described as follows: To wit:

Buffington Center Industrial

*Project Name*

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

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

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

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

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

**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 21  
day of September, 2022  
in the presence of:

Witness

GRANTOR: CHIPT Atlanta Buffington LLC  
CORPORATE NAME

By:

Print Name:

Title:

By:

Print Name:

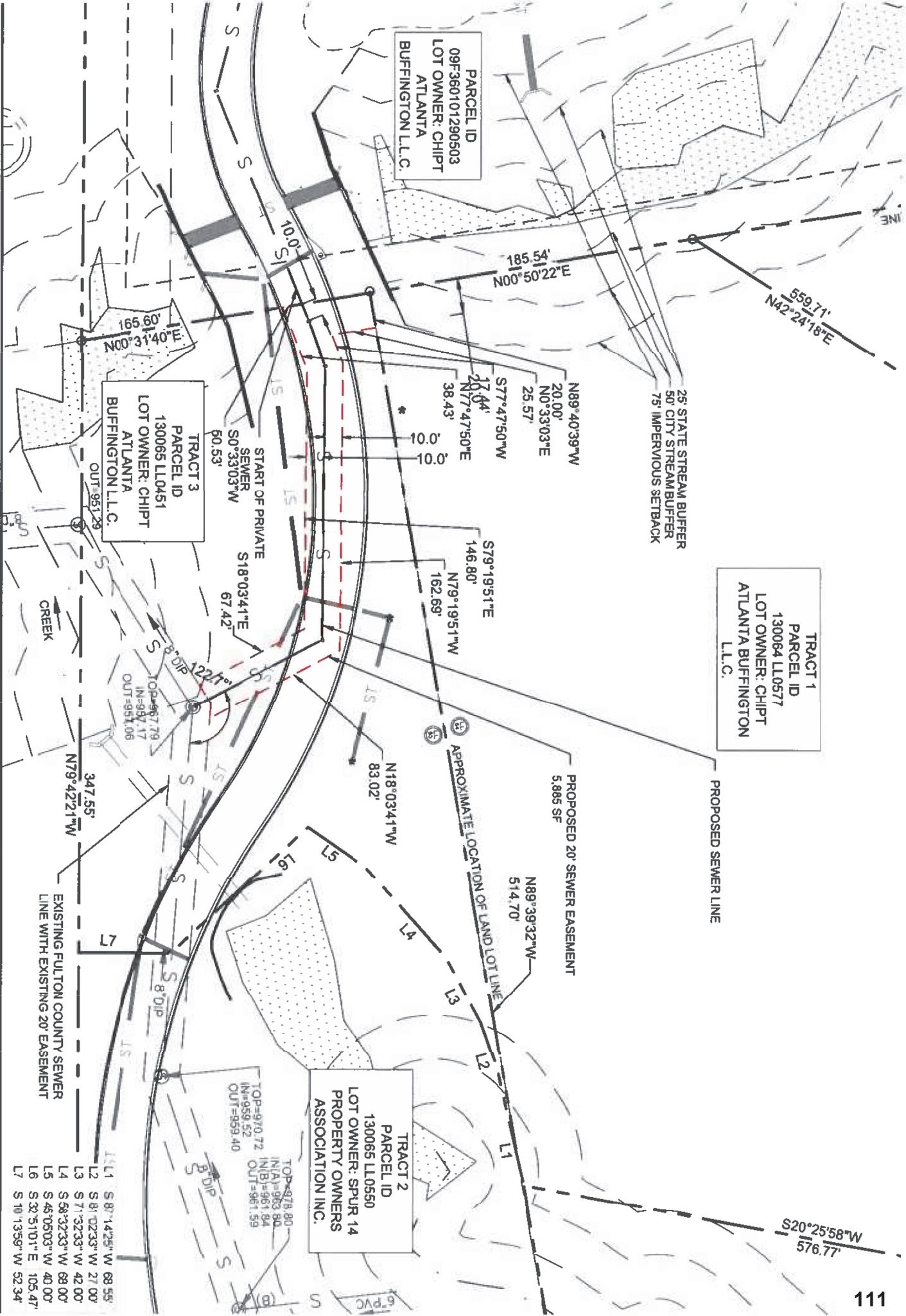
Title:

Notary Public

[NOTARIAL SEAL]



[CORPORATE SEAL]



TRACT 1  
PARCEL ID  
130064 LL0577  
LOT OWNER: CHIPT  
ATLANTA BUFFINGTON  
L.L.C.

PARCEL ID  
09F360101290503  
LOT OWNER: CHIPT  
ATLANTA  
BUFFINGTON L.L.C.

TRACT 3  
PARCEL ID  
130065 LL0451  
LOT OWNER: CHIPT  
ATLANTA  
BUFFINGTON L.L.C.

TRACT 2  
PARCEL ID  
130065 LL0550  
LOT OWNER: SPUR 14  
PROPERTY OWNERS  
ASSOCIATION INC.

# BUFFINGTON CENTER INDUSTRIAL EXHIBIT "A" - TRACT 3

3625 ROOSEVELT HWY  
SEVICED EASEMENT EVIDENT

CHIPT ATLANTA BUFFINGTON LLC ATLANTA, GA 30327  
3715 NORTHSIDE PARKWAY  
BUILDING 100, SUITE 200

(415) 405-6197  
ROLEY@CHINDUSTRIAL.COM

## OWNER/DEVELOPER (PRIMARY GRANTOR)

SCALE:  
1" = 70'-00"



**LEGAL DESCRIPTION – FULTON COUNTY SEWER EASEMENT; CHIPT ATL  
BUFFINGTON LLC (BASED ON THIS SURVEY)**

All that tract or parcel of land lying and being in Land Lots 64 & 65 of the 13th Land District, City of South Fulton, Fulton County, Georgia, said tract or parcel of land being more fully shown and designated on a plat of survey prepared by Valentino & Associates, Inc. (Job #23010; Drawing/File #23010-UD1), bearing the seal of Glenn A. Valentino, Ga. Registered Land Surveyor #2528, and being more particularly described, with bearings relative to Grid North, Georgia West Zone, as follows:

To find the POINT OF BEGINNING, COMMENCE at a point at the intersection of the east line of Land Lot 129 and the northerly right-of-way line of South Fulton Parkway (300 ft. wide, limited access, public right-of-way per GA. DOT Project # F-086-1(1)). Said Point of Commencement being witnessed by a 3/4" open top pipe found South 00° degrees 13 minutes 40 seconds West a distance of 0.21 feet thereof.

THENCE leaving said northerly right-of-way of South Fulton Parkway and proceeding along said easterly line of Land Lot 129 North 00 degrees 13 minutes 40 seconds East a distance of 115.20 feet to a computed point, said computed point being the POINT OF BEGINNING;

THENCE continuing along the easterly line of Land Lot 129, North 00 degrees 13 minutes 40 seconds East a distance of 50.40 feet to a rock found at the common corner of Land Lots 64 & 65;

THENCE departing said easterly line of Land Lot 129 and continuing along the southerly land lot line of land lot 64, being common to the northly land lot line of land lot 65; South 89 degrees 27 minutes 59 seconds East a distance of 20.00 feet to a computed point;

THENCE departing said northerly land lot line of land lot 65, South 00 degrees 13 minutes 40 seconds West a distance of 25.61 feet to a computed point;

THENCE North 78 degrees 15 minutes 13 seconds East a distance of 18.26 feet to a computed point;

THENCE South 79 degrees 19 minutes 51 seconds East a distance of 162.65 feet to a computed point;

THENCE South 18 degrees 00 minutes 31 seconds East a distance of 82.97 feet to a computed point;

THENCE North 75 degrees 18 minutes 39 seconds West a distance of 8.71 feet to a computed point;

THENCE South 67 degrees 34 minutes 52 seconds West a distance of 12.71 feet to a computed point;

THENCE North 18 degrees 00 minutes 31 seconds West a distance of 67.39 feet to a computed point;

THENCE North 79 degrees 19 minutes 51 seconds West a distance of 146.83 feet to a computed point;

THENCE South 78 degrees 15 minutes 13 seconds West a distance of 38.98 feet to a computed point on the easterly line of Land Lot 129, said computed point being the POINT OF BEGINNING.

Said tract or parcel of land contains 0.135 acres or 5,897 square feet.





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0801

**Meeting Date:** 11/2/2022

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### Department

Real Estate and Asset Management

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

Request approval of a Resolution to authorize the acquisition of easement rights to complete the extension of the sanitary sewer system at Manning Drive, Pinetree Circle and Cold Creek Drive; to authorize the Chairman to execute the documents necessary for the acquisition of easement rights; to authorize the County Attorney to approve the documents as to form; and for other purposes.

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

Pursuant to O.C.G.A. § 36-91-20, all County agreements with private persons 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?

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 extension of the County's sewer system will require the acquisition of permanent and temporary construction easements from three (3) property owners. In accordance with Fulton County policy, all sewer service line connections must be installed within areas in which Fulton County's has an easement.

The Fulton County Department of Public Works and the Department of Real Estate and Asset



Management are requesting the approval of the Fulton County Board of Commissioners to complete the acquisition of easement rights necessary to extend the County's sewer system.

**Community Impact:** Residents within the community currently using septic systems will have access to the Fulton County Sanitary Sewer System in the event of a septic system failure.

**Department Recommendation:** The Department of Real Estate and Asset Management and the Department of Public works recommends approval of the acquisition of the easement rights necessary to extend the County's sewer system.

**Project Implications:** Sewer easement agreements are made a part of the public record and once obtained from the three (3) property owners will grant Fulton County access to construct the improvements and after the proposed sewer improvements are installed perform maintenance and upgrades to the County's sewer system.

**Community Issues/Concerns:** Expansion of the County's sanitary sewer is necessary to provide community residents experiencing septic system problems an option to resolve their septic problems and will encourage development.

**Department Issues/Concerns:** None.

## **Contract Modification**

New Procurement

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

Click or tap here to enter text.

### **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)*

Click or tap here to enter text.

### **Contract Attached**

Choose an item.

### **Previous Contracts**

Choose an item.

### **Total Contract Value**

Original Approved Amount:

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:**

Funding required to compensate the three property owners for easement rights will be paid from:  
203-540-5400-S165 Linear Sewer Improvements.

**Funding Line 2:**

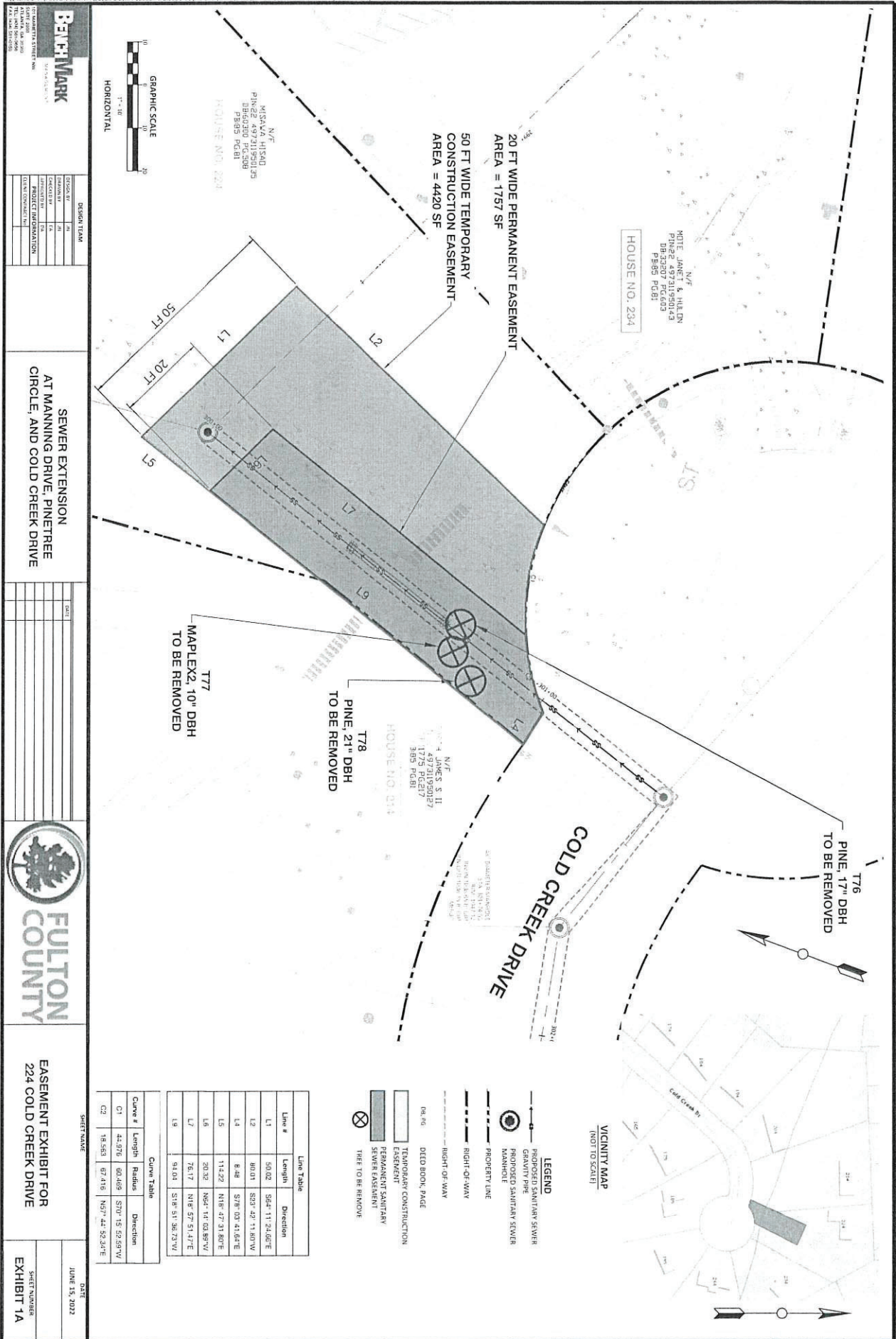
Key Contract Terms	
Start Date:	End Date:
Cost Adjustment:	Renewal/Extension Terms:

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

Choose an item.

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





**DESIGN TEAM**

DESIGNER	DATE
CHECKED BY	DATE
APPROVED BY	DATE
DATE	DATE

**SEWER EXTENSION**  
AT MANNING DRIVE, PINETREE CIRCLE, AND COLD CREEK DRIVE

**FULTON COUNTY**

**EASEMENT EXHIBIT FOR 224 COLD CREEK DRIVE**

**LEGEND**

- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SEWER MANHOLE
- PROPERTY LINE
- RIGHT-OF-WAY
- RIGHT-OF-WAY
- DEED BOOK, PAGE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT SANITARY SEWER EASEMENT
- TREE TO BE REMOVED

**VICINITY MAP**  
(NOT TO SCALE)

**Curve Table**

Curve #	Length	Radius	Direction
C1	44.976	60.469	S70°15'52.89"W
C2	18.563	87.416	N67°44'52.24"E

**Line Table**

Line #	Length	Direction
L1	50.02	S64°11'24.06"E
L2	80.01	S03°42'11.80"W
L3	8.48	S78°03'41.64"E
L4	114.22	N18°47'31.80"E
L5	20.32	N64°16'03.89"W
L6	76.17	N18°57'51.47"E
L7	84.04	S18°51'36.73"W

**GRAPHIC SCALE**  
1" = 10'  
HORIZONTAL

**DATE**  
JUNE 15, 2022

**SHEET NUMBER**  
EXHIBIT 1A

**NOT ISSUED FOR CONSTRUCTION**





1 A RESOLUTION AUTHORIZING THE ACQUISITION OF EASEMENT RIGHTS  
2 WHERE NECESSARY TO COMPLETE CONSTRUCTION OF THE SANITARY  
3 SEWER EXTENSION AT MANNING DRIVE, PINETREE CIRCLE AND COLD  
4 CREEK DRIVE, TO AUTHORIZE THE CHAIRMAN TO EXECUTE ALL  
5 DOCUMENTS NECESSARY TO ACQUIRE SAID; TO AUTHORIZE THE  
6 COUNTY ATTORNEY TO APPROVE ANY REQUIRED DOCUMENTS AS TO  
7 FORM AND TO MAKE NECESSARY MODIFICATIONS THERETO TO  
8 PROTECT THE COUNTY'S INTEREST PRIOR TO EXECUTION; AND FOR  
9 OTHER PURPOSES.

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

14 WHEREAS, the Board of Commissioners of Fulton County has  
15 determined that it is in the best interest of the public's health, safety and welfare,  
16 to construct, install, alter, improve and extend the County's sewer system within  
17 Fulton County; and

18 WHEREAS, the Board of Commissioners of Fulton County has  
19 determined that it is in the best interest of its citizens to acquire permanent and  
20 temporary sewer easements for the purpose of improving the County's sewer  
21 system with the construction of the project known as the Sanitary Sewer Extension  
22 at Manning Drive, Pinetree Circle and Cold Creek Drive (the "Project"); and

23 WHEREAS, the easements areas required to complete construction are  
24 further described in Exhibit "A," attached hereto and made a part hereof by  
25 reference; and

26 WHEREAS, the Fulton County Department of Real Estate and Asset  
27 Management and the Fulton County Department of Public Works are  
28 recommending that the Board of Commissioners approve the acquisition of

1 permanent and temporary sewer easements on three (3) real properties in order  
2 to complete the Project; and

3 **WHEREAS**, the Land Administrator will be responsible for negotiating  
4 mutually acceptable terms of settlement with the three (3) property owners  
5 impacted by the Project; and

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

9 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of  
10 Commissioners of Fulton County hereby re-affirms that it is in the best interest of  
11 the public health, safety, and welfare, to construct, install, alter and extend the  
12 existing publicly owned and operated sewer system as shown and identified on  
13 the plans and specifications on file in the Fulton County Department of Public  
14 Works, being designated the Sanitary Sewer Extension at Manning Drive,  
15 Pinetree Circle and Cold Creek Drive.

16 **BE IT FURTHER RESOLVED**, that the purchase of the needed real  
17 property rights to complete the Project as referenced herein is authorized and  
18 approved.

19 **BE IT FURTHER RESOLVED**, that the purchase of the permanent and  
20 temporary easements hereby authorized shall be for an amount not less than the  
21 fair market value of each property, as determined by the Fulton County Land  
22 Administrator.

1           **BE IT FURTHER RESOLVED**, that the Director of Finance is hereby  
2 authorized and directed to expend all necessary and proper payments for the  
3 expenses incurred by the Land Administrator in carrying out the acquisition,  
4 management duties and obligations of the acquisition of the easements on the  
5 properties necessary for the Project upon receipt of a written request from the  
6 Land Administrator for all costs incurred, and further that these costs are to be  
7 paid from the approved funded accounting line 203-540-5400-S165 Linear Sewer  
8 Improvements.

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

12           **SO PASSED AND ADOPTED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

13  
14                                   **FULTON COUNTY BOARD OF**  
15                                   **COMMISSIONERS**

16  
17                                   **SPONSORED BY:**  
18

19  
20  
21  
22                                   By: \_\_\_\_\_  
23                                   Bob Ellis, Commissioner, District 2  
24

25           **ATTEST:**  
26

27           \_\_\_\_\_  
28           Tonya Grier, Clerk of Commission  
29

30  
31  
32           **APPROVED AS TO FORM:**  
33

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







# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 22-0802

Meeting Date: 11/2/2022

### Department

Real Estate and Asset Management

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

Request approval of a Resolution approving a License Agreement between Fulton County, Georgia and the Georgia Department of Human Services, Division of Family & Children Services, for the purpose of distributing toys and economic assistance from within a Fulton County-owned real property; to authorize the Chairman or the County Manager to execute the License Agreement; to authorize the County Attorney to approve the License Agreement as to form and to make any modifications prior to execution to protect the County's interests; and for other purposes.

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

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

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

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

No

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

**Scope of Work:** The Georgia Department of Human Services, Division of Family & Children Services, has requested the permission of the Fulton County Board of Commissioners to occupy the

County owned real property located at 475 Fairburn Road Atlanta, Georgia for their 2022 toy and assistance distribution location for children that are members of families that are economically disadvantage. The subject facility was previously used as the West Fulton Mental Health Facility and is currently vacant pending repurposing by the Department of Real Estate and Asset Management.

In accordance with County Policy requiring that all contractual agreements involving Fulton County be in writing, approval of the Fulton County Board of Commissioners is being requested to formalize the terms in which the Georgia Department of Human Services, Division of Family & Children Services will be allowed to occupy the former West Fulton Mental Health Facility at 475 Fairburn Road, Atlanta, Georgia.

The Right of Access License Agreement will commence upon execution by both parties of the Agreement and shall end on December 31, 2022 with no option to extend beyond expiration.

**Community Impact:** The approval of this agenda item will provide easy access for County residents requiring assistance purchasing toys during the holiday season.

**Department Recommendation:** The Department of Real Estate and Asset Management recommends approval of the resolution to enter into a License Agreement with the Georgia Department of Human Services, Division of Family & Children Services, for the purpose of granting access to the County owned real property located at 475 Fairburn Road Atlanta, Georgia.

**Project Implications:** The Fulton County Board of Commissioners' approval of the resolution to execute a License Agreement with the Georgia Department of Human Services, Division of Family & Children Services will allow a state social service agency to temporarily provide community services from a County owned facility during the holiday season.

**Community Issues/Concerns:** None.

**Department Issues/Concerns:** None.

**History of BOC Agenda Item:** At the request of the Department of Real Estate and Asset Management, the Fulton County Board of Commissioners previously approved Agenda Item 18-0867 at the Board of Commissioner's Meeting held November 14, 2018 the ("Initial License Agreement") for the same purpose as being requested here. The Fulton County Board of Commissioners also approved Agenda Item 19-0951 at the Board of Commissioner's Meeting held November 20, 2019, Agenda Item 20-0781 at the November 4, 2020 and, most recently, Agenda Item 21-0856 approved at the November 3, 2021 meeting for the same purpose as being requested here.

**RIGHT OF ACCESS LICENSE AGREEMENT BETWEEN  
FULTON COUNTY, GEORGIA AND THE GEORGIA DEPARTMENT OF HUMAN  
SERVICES, DIVISION OF FAMILY AND CHILDREN SERVICES**

THIS RIGHT OF ACCESS LICENSE AGREEMENT (“Agreement”) is made and entered into by and between Fulton County, a political subdivision of the State of Georgia (referred to herein as “Fulton County” and/or “Licensor”), and the Georgia Department of Human Services for and on behalf of its Division of Family and Children Services in Fulton County (referred to herein as “DFCS” and/or “Licensee”) (collectively referred to as, the “Parties”).

**WITNESSETH:**

**WHEREAS**, DFCS is located at 2 Peachtree Street, NW, Suite 18-486, Atlanta, Georgia 30303, and is an agency of the State of Georgia; and

**WHEREAS**, the purpose of DFCS is to promote healthy family relationships and provide assistance to those families, children and residents that have expressed a need for assistance; and

**WHEREAS**, in furtherance of this purpose, DFCS collects and distributes care packages and toys each year during the holiday season for economically disadvantaged families within the community; and

**WHEREAS**, Fulton County owns certain real property located at 475 Fairburn Road Atlanta, Georgia consisting of the office space depicted in Exhibit A and attached hereto (hereinafter, “Premises”); and

**WHEREAS**, DFCS desires to utilize the County owned Premises to store, assemble and distribute toys and care packages to serve families in need during the holiday season; and

**WHEREAS**, pursuant to O.C.G.A § 36-1-19.1, Fulton County is authorized to make contributions to any corporation, association, institution, or individual for purely charitable purposes, provided that the activities funded by any such contribution must take place within

Fulton County, with “purely charitable purposes” to mean for a charitable, benevolent, or philanthropic purposes for health, education, social welfare, arts and humanities, or environmental organizations; and

**WHEREAS**, the Parties deems it to be in the best interest of both parties to enter into a Right of Access License Agreement to allow DFCS to store, assemble and distribute toys and care packages to serve families in need during the holiday season.

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

1.

**GRANT AND TERM OF LICENSE**

Fulton County hereby grants the DFCS in Fulton County the right of access license for the real property located at 475 Fairburn Road Atlanta, Georgia for a period beginning upon execution by the Parties of this Agreement and ending on December 31, 2022. The Term shall be deemed to commence on the day that this Agreement is executed, and shall terminate at midnight on December 31, 2022, unless otherwise extended by mutual consent by both Parties.

2.

**RIGHT OF ACCESS AND USE OF THE LICENSE**

Licensee, along with any of its agents, has the right to use the County-owned facility located at 475 Fairburn Road Atlanta, Georgia in accordance with the terms and conditions of this Agreement for the purpose of, receiving, assembling and distributing care packages and toys for economically disadvantaged families. Licensee shall comply with all applicable state, local, and federal laws, regulations, policies and procedures in its use of the premises. Under no circumstances shall Licensee knowingly permit illegal activities to occur in conjunction with the use of the facilities subject this agreement.

3.

**MAINTENANCE**

Licensors shall perform routine maintenance to the facility as the need arises, which shall include but not be limited to janitorial services or any other maintenance services as may be required for the intended operational use.

4.

**DEFAULT; CURE; TERMINATION OF AGREEMENT**

If either Party violates any of its obligations under this Agreement, the non-violating party will provide a written request for correction to the violating party within ten (10) days after its receipt of the request for correction. If the violating party has not substantially corrected the noted breach, the non-violating party, at its option, may terminate this Agreement immediately, and Licensee shall remove all property located inside the subject property within thirty (30) days of receiving or providing such written notice of termination of the Agreement. Either Party may terminate the Agreement for convenience or any other reason with fifteen (15) days written notice to the other Party. Licensee shall remove all of its property located within the subject property within ten (10) days of receiving or providing such written notice of termination of this Agreement. Upon termination of this Agreement for any reason, Licensee and its agents shall have the right to remove any and all movable property and equipment which they have furnished or installed on the premises, provided that Licensee shall repair any and all damages to the premises caused by such installation or removal.

5.

**MISCELLANEOUS**

- A. The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.

- B. No failure of either party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and terms and conditions of this Agreement, shall constitute a waiver of either party's right to demand exact and strict compliance by the other party hereto with the terms and conditions of this Agreement.
- C. This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of the state of Georgia.
- D. Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the Parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one party by reason of the rule of construction than an instrument is to be construed more strictly against the party who prepared the same.
- E. This Agreement may be executed in two (2) counterparts, each of which is deemed an original or of equal dignity with the other and which is deemed one and the same instrument as the other.
- F. Licensee hereby acknowledges that it has not been induced by any representation, statements, or warranties by Licensor including, but not limited to, representations or warranties with respect to title to the Premises or the condition or suitability thereof for Licensee's purpose.
- G. Licensee shall not place or store, nor permit to be placed or stored, any Hazardous Substances (as defined in 42 U.S.C. § 9601, *et seq.*), petroleum products or other pollutants, toxic substances or environmental hazards within, on or around facility.

H. This Agreement supersedes all prior negotiations, discussions, statements and constitutes the full, complete and entire agreement between the Parties with respect to the county owned facility at 475 Fairburn Road Atlanta, Georgia for Licensee's use thereof. No member, officer, employee, representative or agent of Licensor or Licensee has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement shall be binding on either Party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both Licensor and Licensee and incorporated in and by reference made a part hereof.

6.

#### **LIABILITY AND INDEMNIFICATION**

Licensee agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, agents and employees, from and against any claim or liability of any nature, including but not limited to injury to person or property on or about the Licensed Premises, caused solely by the activity of the Licensee, licensee's guests, contractors or invitees.

7.

#### **INSURANCE**

Licensee shall furnish Licensor with certificates of insurance coverages or other acceptable evidence that such insurance is in effect as stipulated in Exhibit "B" attached hereto.



8.

**NOTICES**

All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand or certified U.S. mail, return receipt requested, or by UPS Next Day Air Note or overnight courier, or by hand delivery with signature of recipient required by reputable courier, to each party at the addresses set forth below. The day upon which such notice is hand delivered or mailed shall be deemed the date of service of such notice.

To Fulton County:

Fulton County Manager  
141 Pryor Street  
Atlanta, Georgia 30303  
Attn: County Manager

With a copy to:

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

Department of Real Estate and Asset Management  
141 Pryor Street, SW  
Atlanta Georgia 30303  
Attn: Director of Dept. Real Estate Asset Mgmt.

To: Georgia Department of Human Services:

270 Washington Street, Suite 2-129  
Atlanta, Georgia 30334  
C/O State Properties Commission

[Continued on Following Page]

**IN WITNESS WHEREOF**, the parties have set their hands and affixed their seals this the

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

**LICENSOR:**

Fulton County, Georgia

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

**ATTEST:**

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

Approved as to Form:

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

**LICENSEE:**

The Department of Human Services,  
Division of Family and Children Services  
c/o STATE PROPERTIES COMMISSION

By: \_\_\_\_\_  
Kristen Toliver, County Director  
Fulton County DFCS

**Exhibit A**

**Description of Property**

## **Exhibit B**

### **Insurance**



FLOOR PLAN

<input type="checkbox"/>	FROM REVENUE
<input type="checkbox"/>	PROPERTY TAX
<input type="checkbox"/>	SALES TAX
<input type="checkbox"/>	CONSTRUCTION

PROJECT NO.	024
PROJ. NAME	
DRAWING	
CHECKED	
DESIGN TITLE	

FLOOR PLAN

LIBRARY  
SK 3

## **EXHIBIT B**

### **Insurance and Risk Management Provisions**

**STATE PROPERTIES COMMISSION shall provide a Certificate of Insurance evidencing the following minimum coverages. In the event STATE PROPERTIES COMMISSION maintains broader coverages and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by STATE PROPERTIES COMMISSION.**

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY  
(In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$1,000,000.
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$1,000,000.
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$1,000,000.

Cover all of the STATE PROPERTIES COMMISSION personnel performing work in connection with this agreement.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$2,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$3,000,000
Products\Completed Operation	Aggregate Limit	-	\$2,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Damage to Rented Premises	Limits	-	\$300,000

**3. UMBRELLA LIABILITY**                      Each Occurrence /Aggregate    -    \$1,000,000  
(In excess of above noted coverage's)

### **Certificates:**

STATE PROPERTIES COMMISSION shall provide Cancellation Endorsement evidencing 30 days' Notice of Cancellation for the aforementioned coverages. Policies and Certificates of Insurance are to list the Fulton County Government, its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation) using ISO Additional Insured Endorsement form CG 2010 (11/85) version, its' equivalent or on a blanket basis.

The STATE PROPERTIES COMMISSION insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

Additional Insured under the General Liability and Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, STATE PROPERTIES COMISSION shall furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

**Important:**

The obligations for STATE PROPERTIES COMMISSION to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve STATE PROPERTIES COMMISSION from any liability incurred as a result of their or any agent or sub-contractors activities/operations in conjunction with the Agreement.

1   **RESOLUTION APPROVING A LICENSE AGREEMENT BETWEEN FULTON**  
2   **COUNTY, GEORGIA AND THE GEORGIA DEPARTMENT OF HUMAN SERVICES ,**  
3   **DIVISION OF FAMILY & CHILDREN SERVICES, FOR THE PURPOSE OF**  
4   **DISTRIBUTING TOYS AND ECONOMIC ASSISTANCE FROM WITHIN A FULTON**  
5   **COUNTY-OWNED REAL PROPERTY; TO AUTHORIZE THE CHAIRMAN OR THE**  
6   **COUNTY MANAGER TO EXECUTE THE LICENSE AGREEMENT; TO AUTHORIZE**  
7   **THE COUNTY ATTORNEY TO APPROVE THE LICENSE AGREEMENT AS TO FORM**  
8   **AND TO MAKE ANY MODIFICATIONS PRIOR TO EXECUTION TO PROTECT THE**  
9   **COUNTY’S INTERESTS; AND FOR OTHER PURPOSES.**

10       **WHEREAS,** Fulton County, Georgia is the largest and most populous county in  
11 the state of Georgia, with residents requiring social assistance to meet basic needs; and

12       **WHEREAS,** The Georgia Department of Human Services, Division of Family &  
13 Children Services (DFCS) investigates reports of child abuse; finds foster and adoptive  
14 homes for abused and neglected children and provides several support services to help  
15 families in need; and

16       **WHEREAS,** The Christmas holidays are a special time of year for children during  
17 which lifelong memories are formed and it is desire of the DFCS that these memories  
18 have positive impacts with the social development of those children who are members of  
19 families that are economically disadvantage; and

20       **WHEREAS,** it is the desire of Fulton County to enter into a short term license  
21 agreement in substantially the form attached hereto as Exhibit A, with the DFCS to occupy  
22 the County-owned facility located at 475 Fairburn Road Atlanta, Georgia under the terms  
23 and conditions set forth in the license agreement for the purpose of assembling and  
24 distributing toys and providing social assistance to children and families; and

25       **WHEREAS,** Fulton County’s Home Rule powers found in Article 9, § 2, Par. 1(a)  
26 of the Georgia Constitution provide, in part, that “[t]he governing authority of each county  
27 shall have legislative power to adopt clearly reasonable ordinances, resolutions, or  
28 regulations relating to its property, affairs, and local government for which no provision  
29 has been made by general law and which is not inconsistent with this Constitution or any  
30 local law applicable thereto.”



**WHEREAS**, pursuant to Fulton County Code (“FCC”) § 1-117, the Fulton County Board of Commissioners has exclusive jurisdiction and control over directing and controlling all the property of the County, as they may deem expedient, according to law, in making such rules and regulations for the support of the poor of the County, and to exercise such other powers as are granted by law or are indispensable to their jurisdiction over County matters and County finances.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby approves the license agreement with the Georgia Department of Human Services, Division of Family & Children Services, in substantially the form attached hereto as Exhibit “A,” (“License Agreement”) and incorporated herein by reference.

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners or the County Manager is hereby authorized to execute the License Agreement and other necessary ancillary documents with the Georgia Department of Human Services, Division of Family & Children Services.

**BE IT FURTHER RESOLVED**, that the County Attorney is hereby authorized to approve the License Agreement and any other ancillary documents as to form and to make such other or additional modifications that are necessary to protect the County's interests prior to execution by the Chairman or the County Manager.

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

[Continued on Following Page]

**PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,  
Georgia, this \_\_\_\_ day of \_\_\_\_\_, 2022.

**FULTON COUNTY BOARD OF COMMISSIONERS**

Robert L. Pitts, Chairman

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

EXHIBIT A

License Agreement





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 22-0803

**Meeting Date:** 11/2/2022

### Department

External Affairs

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

Request approval to renew an existing contract - Department of External Affairs, #20RFP1212B-EC, External Grant Writing Services in the amount of \$100,000.00 with Strategic Funding Group, Inc. (Atlanta, GA) to provide External Grant Writing Services. This action exercises the second of two renewal options. No renewal option remains. Effective January 1, 2023 until December 31, 2023.

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

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

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

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background** *(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:** Consultant will coordinate grants and related research; review existing program materials relevant to programmatic goals; meet and interface with internal staff on grant requirements; and conduct external research as necessary. Consultant will draft, develop and package federal, state and large foundation grant proposals and supporting documents, where applicable.

**Community Impact:** Grant funding augments and leverages General Fund for greater community impact for County programs and services.

**Department Recommendation:** Approve contract renewal #2.

**Project Implications:** External grant writers secured approximately more than \$27 million for the County since 2016.

**Community Issues/Concerns:** Contract addresses County support to community social service needs.

**Department Issues/Concerns:** Addresses multi-departmental needs for technical expert support.

### Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0136	02/17/2021	\$100,000.00
1st Renewal	21-0892	11/17/2021	\$100,000.00
2 <sup>nd</sup> Renewal			\$100,000.00
Total Revised Amount			\$300,000.00

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

**Contract Value:** \$100,000.00  
**Prime Vendor:** Strategic Funding Group, Inc.  
**Prime Status:** White Female Business Enterprise-Non-Certified  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Prime Value:** \$100,000.00 or 100.00%

**Total Contract Value:** \$100,000.00 or 100.00%  
**Total M/FBE Value:** \$100,000.00 or 100.00%

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

EXHIBIT 1: CONTRACT RENEWAL AGREEMENT FORM  
EXHIBIT 2: CONTRACT EVALUATION FORM  
EXHIBIT 3: CONTRACTOR PERFORMANCE REPORT

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

Jessica Corbitt, Director, External Affairs, (404) 612-8303

### Contract Attached

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**Agenda Item No.:** 22-0803

**Meeting Date:** 11/2/2022

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Yes

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: 100,000.00  
Previous Adjustments: \$100,000.00  
This Request: \$100,000.00  
TOTAL: \$300,000.00

**Grant Information Summary**

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

**Fiscal Impact / Funding Source**

**Funding Line 1:**

100-130-1305-1160: General, External Affairs, Professional Services

Key Contract Terms	
Start Date: 1/1/2023	End Date: 12/31/2023
Cost Adjustment: 00.00	Renewal/Extension Terms: No renewal options remain

**Overall Contractor Performance Rating:** 100

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

Yes

**Report Period Start:** 1/1/2022  
**Report Period End:** 9/30/2022

## Performance Evaluation Details

<b>ID</b>	E2
<b>Project</b>	EXTERNAL GRANT WRITING SERVICES
<b>Project Number</b>	20RFP1212B-EC
<b>Supplier</b>	Strategic Funding Group
<b>Supplier Project Contact</b>	Becca Burgan (preferred language: English)
<b>Performance Program</b>	Professional Services
<b>Evaluation Period</b>	07/01/2022 to 09/30/2022
<b>Effective Date</b>	10/04/2022
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	Not Specified
<b>Expectations Meeting Date</b>	Not Specified
<b>Status</b>	Completed
<b>Publication Date</b>	10/04/2022 01:55 PM EDT
<b>Completion Date</b>	10/04/2022 01:55 PM EDT
<b>Evaluation Score</b>	100

### Related Documents

There are no documents associated with this Performance Evaluation



## OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

### PROJECT MANAGEMENT

20/20

Rating

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

Comments

*Not Specified*

### SCHEDULE

20/20

Rating

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

Comments

*Not Specified*

### QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

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

Comments

*Not Specified*

### COMMUNICATIONS AND CO-OPERATION

20/20

Rating

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

Comments

*Not Specified*

### OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

<b>Outstanding:</b> Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

*Not Specified*

### GENERAL COMMENTS

Comments

Vendor has performed with excellence.

## Contract Renewal Evaluation Form

<b>Date:</b>	September 28, 2022
<b>Department:</b>	COMMUNICATIONS
<b>Contract Number:</b>	#20RFP1212B-EC
<b>Contract Title:</b>	External Grant Writing Services

Instructions:

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

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

**Grant collaborations between departments were created for certain applications, thereby, eliminating the need to produce multiple applications and incur duplicate charges in certain cases.**

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

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

Date of search:	Click here to enter a date.
Price found:	Click here to enter text.
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

**Explanation / Notes:**

No new analysis.

☐ **Market Survey of other jurisdictions:**

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

**Explanation / Notes:**

Click here to enter text.

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

Click here to enter text.

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

Not able to access.

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

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

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

**Explanation / Notes:**

Click here to enter text.

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

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

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

Multiple departments would lose the capacity to develop quality federal grant applications.

Fran Calhoun

September 29, 2022

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**Prepared by**

---

**Date**

Jessica Corbitt-Dominguez

September 29, 2022

---

**Department Head**

---

**Date**



**DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE**

**CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT:** External Affairs

**BID/RFP# NUMBER:** #20RFP1212B-EC

**BID/RFP# TITLE:** External Grant Writing Services

**ORIGINAL APPROVAL DATE:** 02/17/2021

**RENEWAL EFFECTIVE DATES:** 01/01/2023 – 12/31/2023

**RENEWAL OPTION #:** 2 OF 2

**NUMBER OF RENEWAL OPTIONS:** 2

**RENEWAL AMOUNT:** \$ \$100,000.00

**COMPANY'S NAME:** Strategic Funding Group

**ADDRESS:** 1266 West Paces Ferry Road NE #173

**CITY:** Atlanta

**STATE:** GA

**ZIP:** 30327

This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

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

**FULTON COUNTY, GEORGIA**

**[INSERT COMPANY NAME]**

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

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

**ATTEST:**

**ATTEST:**

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

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

**(Affix County Seal)**

**(Affix Corporate Seal)**

**AUTHORIZATION OF RENEWAL:**

**ATTEST:**

\_\_\_\_\_  
**[Insert Department Head Name & Title]  
[Insert User Department Name]**

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

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

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

**(Affix Notary Seal)**

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





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 22-0804

Meeting Date: 11/2/2022

### Department

External Affairs

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

Request approval to renew an existing contract - Department of External Affairs, #21RFP0915B-EC, Federal Intergovernmental & Interagency Affairs Services in an amount not to exceed \$120,000.00 with McGuireWoods Consulting LLC (Atlanta, GA) to provide Federal Intergovernmental Affairs Services. This action exercises the first of two renewal options. One renewal option remains. Effective January 1, 2023 through December 31, 2023.

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

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

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

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background** *(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:

**Community Impact:** Advocate and secure federal funding for the County's federal policy agenda to positively impact County residents.



**Department Recommendation:** Approve contract renewal #1.

**Project Implications:** Team has improved County's engagement with the Congressional delegation and federal agencies.

**Community Issues/Concerns:** Contract addresses broad federal policy goals passed by the Board of Commissioners.

**Department Issues/Concerns:** Addresses Board of Commissioners and departmental needs for lobbying and intergovernmental affairs support.

**Contract Modification**

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0961	12-1-2021	\$120,000.00
1st Renewal			\$120,000.00
Total Revised Amount			\$240,000.00

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

**Contract Value:** \$120,000.00  
**Prime Vendor:** McGuireWoods Consulting, LLC  
**Prime Status:** Non-Minority  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Prime Value:** \$120,000.00 or 100.00%

**Total Contract Value:** \$120,000.00 or 100.00%  
**Total M/FBE Value:** \$-0-

**Exhibits Attached**

EXHIBIT 1: CONTRACT RENEWAL AGREEMENT FORM  
EXHIBIT 2: CONTRACT EVALUATION FORM  
EXHIBIT 3: CONTRACTOR PERFORMANCE REPORT

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

Fran Calhoun, Division Manager, Intergovernmental & Interagency Affairs Division, 404-612-2201

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$120,000.00  
Previous Adjustments: \$0.00  
This Request: \$120,000.00  
TOTAL: \$240,000.00

**Grant Information Summary**

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

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

100-130-1305-1160: General, External Affairs, Professional Services

Key Contract Terms	
Start Date: 1/1/2023	End Date: 12/31/2023
Cost Adjustment: 00.00	Renewal/Extension Terms: O renewal option remains

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

Yes

**Report Period Start:** 1/1/2022  
**Report Period End:** 9/30/2022



**DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE**

**CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT:** External Affairs

**BID/RFP# NUMBER:** 21RFP0915B-EC

**BID/RFP# TITLE:** Federal Intergovernmental & Interagency Affairs Services

**ORIGINAL APPROVAL DATE:** 12/01/2021

**RENEWAL EFFECTIVE DATES:** 01/01/2023 – 12/31/2023

**RENEWAL OPTION #:** 1 OF 2

**NUMBER OF RENEWAL OPTIONS:** 2

**RENEWAL AMOUNT:** \$ \$120,000.00

**COMPANY'S NAME:** McGuire Woods

**ADDRESS:** 888 16<sup>th</sup> Street NW

**CITY:** Washington

**STATE:** DC

**ZIP:** 20006

**This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:**

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

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

**FULTON COUNTY, GEORGIA**

**[INSERT COMPANY NAME]**

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

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

**ATTEST:**

**ATTEST:**

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

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

**(Affix County Seal)**

**(Affix Corporate Seal)**

**AUTHORIZATION OF RENEWAL:**

**ATTEST:**

\_\_\_\_\_  
**[Insert Department Head Name & Title]  
[Insert User Department Name]**

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

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

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

**(Affix Notary Seal)**

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

## Contract Renewal Evaluation Form

<b>Date:</b>	October 4, 2022
<b>Department:</b>	COMMUNICATIONS
<b>Contract Number:</b>	21RFP0915B-EC
<b>Contract Title:</b>	Federal Intergovernmental & Interagency Affairs Services

Instructions:

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

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

Not applicable.

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

☐ Internet search of pricing for same product or service:

Date of search:	Click here to enter a date.
Price found:	Click here to enter text.
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

**Explanation / Notes:**

This is a professional service that was awarded in a competitive bid process. Service costs fit under the highest cost bidders for lobbying services.

☐ **Market Survey of other jurisdictions:**

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

**Explanation / Notes:**

**These professional services range according to specific needs of individual governments.**

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

Click here to enter text.

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

Not available.

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

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

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

**Explanation / Notes:**

Click here to enter text.

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

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

7. What would be the impact on your department if this contract was not approved?  
Lobbyists provide expert professional support beyond staff duties and access.

Fran Calhoun

October 4, 2022

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**Prepared by**

---

**Date**

Jessica Corbitt-Dominguez

October 4, 2022

---

**Department Head**

---

**Date**

## Performance Evaluation Details

<b>ID</b>	E2
<b>Project</b>	Federal Intergovernmental & Interagency Affairs Services
<b>Project Number</b>	21RFP0915B-EC
<b>Supplier</b>	McGuireWoods Consulting
<b>Supplier Project Contact</b>	Scott Binkley (preferred language: English)
<b>Performance Program</b>	Professional Services
<b>Evaluation Period</b>	07/01/2022 to 09/30/2022
<b>Effective Date</b>	10/04/2022
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	Not Specified
<b>Expectations Meeting Date</b>	Not Specified
<b>Status</b>	Completed
<b>Publication Date</b>	10/04/2022 02:00 PM EDT
<b>Completion Date</b>	10/04/2022 02:00 PM EDT
<b>Evaluation Score</b>	100

### Related Documents

There are no documents associated with this Performance Evaluation



## OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

### PROJECT MANAGEMENT

20/20

Rating

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

Comments

*Not Specified*

### SCHEDULE

20/20

Rating

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

Comments

*Not Specified*

### QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

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

Comments

*Not Specified*

### COMMUNICATIONS AND CO-OPERATION

20/20

Rating

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

Comments

*Not Specified*

### OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

<b>Outstanding:</b> Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

*Not Specified*

### GENERAL COMMENTS

Comments

Vendor/Consultant has provided consistent, high-performance professional service.





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 22-0805

**Meeting Date:** 11/2/2022

### Department

External Affairs

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

Request approval to renew an existing contract - Department of External Affairs, 21RFP0914B-EC, State Intergovernmental & Interagency Affairs Services, in an amount not to exceed \$119,976.00 with Georgia Public Affairs (Atlanta, GA) to provide External Grant Writing Services. This action exercises the first of two renewal options. One renewal option remains. Effective January 1, 2023 until December 31, 2023.

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

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

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

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

### Summary & Background *(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:** Assist the County on a broad range of issues involving state policy and engagement with state officials in the General Assembly, State agencies, and engagement with elected and appointed officials.

**Community Impact:** Services are provided on behalf of the Fulton County Board of Commissioners to advance policy proposals - legislative, regulatory and administrative - for positive impacts for Fulton County residents.

**Department Recommendation:** Recommend approval.

**Project Implications:** Greater policy and funding advocacy for County programs and services

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

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

### Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0962	02/17/2021	\$119,976.00
1st Renewal			\$119,976.00
2 <sup>nd</sup> Renewal			0.00
Total Revised Amount			\$239,952.00

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

**Contract Value:** \$119,976.00  
**Prime Vendor:** Georgia Public Affairs  
**Prime Status:** Non-Minority  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Prime Value:** \$119,976.00 or 100.00%

**Total Contract Value:** \$119,976.00 or 100.00%  
**Total M/FBE Value:** \$-0-

### Exhibits Attached

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

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

Fran Calhoun, Division Manager, Intergovernmental & Interagency Affairs Division, 404-612-2201

### Contract Attached

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$119,976.00  
Previous Adjustments: \$0.00  
This Request: \$119,976.00  
TOTAL: \$239,952.00

**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:**

100-130-1305-1160: General, External Affairs, Professional Services

Key Contract Terms	
<b>Start Date:</b> 1/1/2023	<b>End Date:</b> 12/31/2023
<b>Cost Adjustment:</b> 00.00	<b>Renewal/Extension Terms:</b> <input type="radio"/> renewal option remains

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

Yes

**Report Period Start:** 1/1/2022  
**Report Period End:** 9/30/2022



**DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE**

**CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT:** External Affairs

**BID/RFP# NUMBER:** 21RFP0914B-EC

**BID/RFP# TITLE:** INTERGOVERNMENTAL AND INTERAGENCY AFFAIRS SERVICES

**ORIGINAL APPROVAL DATE:** 12/01/2021

**RENEWAL EFFECTIVE DATES:** 01/01/2023 – 12/13/2022

**RENEWAL OPTION #:** 1 OF 2

**NUMBER OF RENEWAL OPTIONS:** 1

**RENEWAL AMOUNT:** \$ \$119,976.00

**COMPANY'S NAME:** Georgia Public Affairs, Inc.

**ADDRESS:** P.O. Box 78602

**CITY:** Atlanta

**STATE:** GA

**ZIP:** 30357

**This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE:** **BOC NUMBER:**

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

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

**FULTON COUNTY, GEORGIA**

**GEORGIA PUBLIC AFFAIRS, INC.**

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

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

**ATTEST:**

**ATTEST:**

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

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

(Affix County Seal)

(Affix Corporate Seal)

**AUTHORIZATION OF RENEWAL:**

**ATTEST:**

\_\_\_\_\_  
[Insert Department Head Name & Title]  
[Insert User Department Name]

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

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

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

(Affix Notary Seal)

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

## Contract Renewal Evaluation Form

<b>Date:</b>	September 29, 2022
<b>Department:</b>	COMMUNICATIONS
<b>Contract Number:</b>	#21RFP0914B-EC
<b>Contract Title:</b>	State Intergovernmental & Interagency Affairs Services

Instructions:

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

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

Not applicable.

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

☐ Internet search of pricing for same product or service:

Date of search:	Click here to enter a date.
Price found:	Click here to enter text.
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

**Explanation / Notes:**

No new analysis.



☐ **Market Survey of other jurisdictions:**

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

**Explanation / Notes:**

Click here to enter text.

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

Click here to enter text.

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

Not able to access.

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

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

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

**Explanation / Notes:**

Click here to enter text.

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

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

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

Countywide negative impact with loss of support for federal intergovernmental affairs support and potential funding.

Fran Calhoun

September 29, 2022

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**Prepared by**

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**Date**

Jessica Corbitt-Dominguez

September 29, 2022

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**Department Head**

---

**Date**

## Performance Evaluation Details

<b>ID</b>	E2
<b>Project</b>	State Intergovernmental & Interagency Affairs Services
<b>Project Number</b>	21RFP0914B-EC
<b>Supplier</b>	Georgia Public Affairs
<b>Supplier Project Contact</b>	John Clayton (preferred language: English)
<b>Performance Program</b>	Professional Services
<b>Evaluation Period</b>	07/01/2022 to 09/30/2022
<b>Effective Date</b>	10/04/2022
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	Not Specified
<b>Expectations Meeting Date</b>	Not Specified
<b>Status</b>	Completed
<b>Publication Date</b>	10/04/2022 01:58 PM EDT
<b>Completion Date</b>	10/04/2022 01:58 PM EDT
<b>Evaluation Score</b>	100

### Related Documents

There are no documents associated with this Performance Evaluation

## OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

### PROJECT MANAGEMENT

20/20

Rating

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

Comments

*Not Specified*

### SCHEDULE

20/20

Rating

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

Comments

*Not Specified*

### QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

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

Comments

*Not Specified*

### COMMUNICATIONS AND CO-OPERATION

20/20

Rating

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

Comments

*Not Specified*

### OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

<b>Outstanding:</b> Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

*Not Specified*

### GENERAL COMMENTS

Comments

Vendor/Consultant has been responsive, available and supportive of County's top priorities.





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 22-0806

**Meeting Date:** 11/2/2022

### Department

Community Development

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

Request approval of cooperative purchasing - Department of Community Development, utilizing the Westmoreland County, Commonwealth of Pennsylvania Agreement for Professional Services with Northeast & Bucks Company DBA Mullin & Lonergan Associates, in an amount not to exceed \$143,000.00 to provide technical assistance to the Fulton County Department of Community Development in the preparation of the 2023 Annual Action Plan, Consolidated Annual Performance & Evaluation Report (CAPER) and administration of the department's federal grants. Effective upon BOC approval through December 31, 2023.

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

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

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

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 Community Development is requesting approval to amend the County's cooperative purchasing agreement with Mullin & Lonergan (M&L), a Housing & Community Development Consulting Firm. M&L is prepared to provide Fulton County, GA assistance with the preparation of various documents and technical assistance related to the County's HUD CPD

programs through July of 2023. Their services would include the development and preparation of the County's FY 2023 Annual Action Plan, the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER) for Program Year 2022, and implementation services, HOME ARP technical services, fair housing consulting services and on-going technical assistance related to the administration and implementation of the County's Community Development Block Grant (CDBG), HOME, ESG, HOME ARP 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 as provided by HUD for CPD related programs

**Scope of Work:** M&L is prepared to provide Fulton County, GA assistance with the preparation of various documents and technical assistance related to the County's HUD CPD programs through July of 2023. Their services would include the development and preparation of the County's FY 2023 Annual Action Plan, the preparation of the CAPER for Program Year 2022, and implementation services, HOME ARP technical services, fair housing consulting services and on-going technical assistance related to the administration and implementation of the County's Community Development Block Grant (CDBG), HOME, ESG, HOME ARP 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 as provided by HUD for CPD related programs.

The approval of this agenda item will also authorize the Chairman to disburse funds, execute and administer contracts including extensions, and related documents consistent with the federal program regulations and this Board action. Funds are a combination of grant and general funds and the use of general funds is contingent up on 2023 budget approval.

**Community Impact:** The overall impact is Countywide. The comprehensive supports 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 and 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 AICPA 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 & 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: Contractor Performance Report

Exhibit 2: M&L Scope of Work

Exhibit 3: Westmoreland County, Commonwealth of Pennsylvania Agreement

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

Stanley Wilson, Director, Community Development, (470) 526-9655

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00



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**Agenda Item No.:** 22-0806

**Meeting Date:** 11/2/2022

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This Request: \$143,000.00  
TOTAL: \$143,000.00

### Grant Information Summary

Amount Requested: \$143,000.00  
Match Required: \$0.00  
Start Date:  
End Date:  
Match Account \$: \$0.00

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

### Fiscal Impact / Funding Source

#### Funding Line 1:

100-121-2615-1160: General, Community Development, Professional Services \$46,500.00

#### Funding Line 2:

865-121-8701-1160-GY21-85D-1160: Community Development Block Grants, Community Development, Professional Services \$46,500

#### Funding Line 3:

461-121-HAR1-1160: Grants, Community Development, Professional Services \$50,000

Key Contract Terms	
Start Date: 6/1/2022	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms:

**Overall Contractor Performance Rating:** 4

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

Yes

**Report Period Start:** 6/1/2021  
**Report Period End:** 5/31/2022

*Fulton County, GA*

# **Scope of Services and Fees for Providing Technical Assistance related to HUD Community Planning & Development Programs**

August, 2022



# Table of Contents

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# Scope of Work

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M&L is prepared to provide Fulton County, GA assistance with the preparation of various documents and technical assistance related to the County's HUD CPD programs through July of 2023. There services would include the development and preparation of the County's FY 2023 Annual Action Plan, the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER) for Program Year 2022, and implementation services, HOME ARP technical services, fair housing consulting services and on-going technical assistance related to the administration and implementation of the County's Community Development Block Grant (CDBG), HOME, ESG, HOME ARP NSP Programs.

We will also provide services, as needed, related to the CARES act funds for CDBG and ESG and the funding under American Rescue Plan as provided by HUD for CPD related programs. The following section outlines the specific Scope of Services for each task.

## **A. Preparation of Annual Action Plan for FY 2023**

M&L will prepare the County's FY 2023 Annual Action Plan for its CDBG, HOME and ESG programs. The Annual Action Plan will list the specific actions, activities, and programs the County will undertake during Program Year 2023 to address the priority needs. The County's Annual Action Plan will be prepared by M&L in the HUD required eCon Planning suite for IDIS, in accordance will all required HUD elements and specifically include the following items:

- Citizen Participation
- Inclusion of all Financial Resources
- Annual Objectives
- Description of Activities including:
  - Development of performance measures and outcomes
  - Annual Affordable Housing Goals
  - Public Housing
  - Homeless and Special Needs
  - Barriers to Affordable Housing
  - Program Specific Requirements
  - Maps
  - Tables

A more detailed Scope of Services follows:

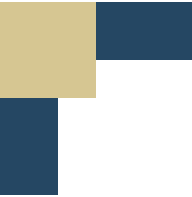
1. Standard Form 424
2. A description of the activities the County will undertake during the coming year to address the priority needs and local objectives identified. These activities will be determined through consultation with County officials. This description will identify the local objectives that will be addressed by the activities that are expected to be undertaken using formula grant funds, other HUD assistance, non-HUD sources of funds, and program income which the County expects to receive



during the program year. This information will be presented in the table prescribed by HUD.

3. Activities the County will undertake during the next year to address emergency shelter and transitional housing needs of homeless individuals and families, to prevent low income individuals and families with children from becoming homeless, and to help homeless persons make the transition to permanent housing and independent living; the nature and extent of anti-homelessness activities to be undertaken in the County will be determined through consultation with County officials, and will be based on the extent of need and the availability of resources.
4. Actions the County plans to take during the next year to foster and maintain affordable housing, fair housing, public housing improvements and resident initiatives; remove barriers to affordable housing, evaluate and reduce lead-based paint hazards, reduce the number of households with incomes below the poverty line, develop institutional structure, address obstacles to meeting underserved needs, and enhance coordination between public and private housing and social service agencies. This action plan will be drawn from the conclusions and recommendations reached in the County's most recent Analysis of Impediments to Fair Housing.
5. The Action Plan will include the following elements:
  - AP-15 Expected Resources
  - AP-20 Annual Goals and Objectives
  - AP-35 Projects
  - AP-50 Geographic Distribution
  - AP-55 Affordable Housing
  - AP-60 Public Housing
  - AP-65 Homeless and Other Special Needs Activities
  - AP-75 Barriers to Affordable Housing
  - AP-85 Other Actions
  - AP-90 Program Specific Requirements
6. Certifications - The Consolidated Plan will contain the certifications required by HUD.
7. Monitoring - The Consolidated Plan will describe the standards and procedures which the County will use to monitor activities to be carried out in furtherance of the Consolidated Plan. The County may continue to make use of subrecipient organizations to carry out certain portions or all of the community's CDBG Program. Mullin & Lonergan will recommend applicable subrecipient monitoring techniques and standards. These standards and procedures will ensure long-term compliance with requirements of the programs involved.

## **B. Consolidated Annual Performance Evaluation Report (CAPER) for FY 2022**

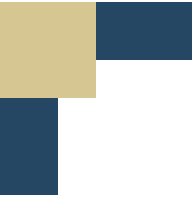


M&L will prepare the County's CAPER for the Program Year 2022, complying with the HUD format, and will report through narratives, tables and maps:

- Tables
- Activity accomplishments
- People served
- Assessment of 5 year goals and objectives
- Affirmatively furthering Fair Housing
- Leveraging resources
- Citizen comments
- Financial Reports
- ESG Program CAPER
- All other components required by HUD

The CAPER will include the elements below and be prepared using the IDIS template as required by HUD and include the following elements.

1. Prepare a summary assessment of how activities undertaken during the previous year address the objectives identified in the County's Consolidated Plan.
2. Identify actions taken during the previous year to affirmatively further fair housing.
3. Prepare a summary evaluation of progress made in meeting specific objectives to provide affordable housing, including the number of low and moderate income renter and owner households that were assisted during the previous year and the number of households assisted with housing that meets the Section 215 definition of affordable housing. This evaluation will include a comparison of actual accomplishments versus proposed goals, efforts to address "worst case needs", and the needs of persons with disabilities.
4. Prepare a summary of actions taken during the previous year to implement a Continuum of Care strategy for the homeless, near homeless, and the special needs of persons who are homeless but require supportive housing.
5. Identify and prepare a summary evaluation of actions taken during the previous year that address obstacles to meeting underserved needs, foster and maintain affordable housing, eliminate barriers to affordable housing, overcome gaps in institutional structures and enhance coordination, improve public housing and resident initiatives, evaluate and reduce lead-based paint hazards, ensure compliance with program and comprehensive planning requirements, and reduce the number of persons living below the poverty level.
6. Describe progress made during the previous year toward leveraging public and private funds that address the needs identified in the action plan, including how many matching requirements were satisfied.

- 
7. Prepare a summary of citizen comments received during the previous year concerning the CDBG/HOME/ESG programs.
  8. Prepare an evaluation of how well the County's CDBG/HOME/ESG activities undertaken in the previous year addressed the priority needs and objectives in the Five Year Consolidated Plan and the Annual Action Plan. Identify adjustments and improvements that need to be made to the County's strategies in order to better meet the CDBG, HOME and ESG Program goals of providing decent housing, a suitable living environment, and expanding economic opportunities for low and moderate income persons.
  9. Prepare an assessment of the relationship of the use of CDBG and HOME funds to the priorities, needs, goals, and specific objectives identified in the Five Year Consolidated Plan, including an analysis of the extent to which CDBG and HOME funds were distributed among different categories of housing needs.
  10. Describe the nature of and reasons for any changes in CDBG program objectives and indications as to how the County will change its program based on program history.
  11. Prepare an analysis that shows that, in the previous year, the County pursued all resources that it said it would pursue, provided certifications for consistency as pledged, and did not hinder implementation of the Five Year Consolidated Plan.
  12. If applicable, prepare an explanation for why the County did not use CDBG funds exclusively for the three national objectives, or did not comply with the overall benefit certification.
  13. If any activities undertaken during the previous year involved acquisition, rehabilitation, or demolition of occupied real property, prepare a narrative that describes the steps taken to minimize displacement, the steps taken to identify displacement that is subject to the provisions of the Uniform Relocation Act or Section 104 (d) of the 1974 Community Development Act and how such provisions were implemented, and the steps taken to ensure the timely issuance of information notices to displaced parties.

The CAPER for each year will also include the following:

CR-05	Goals and Outcomes
CR-10	Racial and Ethnic Composition of Families Assisted
CR-15	Resources and Investments
CR-20	Affordable Housing
CR-25	Homeless and Other Special Needs
CR-30	Public Housing



CR-35	Other Actions
CR-40	Monitoring
CR-45	CDBG and HOME

Additionally, all HOME and ESG required reports will be included in the eCon Planning Suite for IDIS as necessary.

### **C. HOME ARP and CoC Technical Services**

M&L, in partnership with Cloudburst, will provide various HOME ARP and CoC technical services to the County. This work would include such items such as needs and gaps analysis for the HOME ARP allocation, up to 30 hours of additional HOME ARP support for workshops, stakeholder engagement, or other allocation decision making needs, and up to 120 hours of technical assistance needs and support to revise the CoC committee structure and the CoC governance charter.

Additionally, M&L and Cloudburst will work with Fulton County following the above work items to develop an additional, specific scope of service and budget for work related to the preparation of a CoC Strategic Plan.

### **E. Technical Advisement Services**

M&L will also provide as needed additional professional consulting and advisory services to the County, including technical support for the community development concerns with respect to the County's federal programs during the contract period. Federal programs include but are not limited to the Community Development Block Grant Program (CDBG), the HOME Investment Partnerships Program (HOME), HOME ARP, the Emergency Solutions Grant Program (ESG) and, the Neighborhood Stabilization Program (NSP).

M&L will provide the county with technical advice and assistance in developing policy planning and management capacity and to carry out management coordination and monitoring of activities necessary for effective planning and implementation of the Community Development Block Grant Program, the HOME Program and the ESG program.

M&L agrees to render technical advice and assistance through email, telephone communication, video conference calls and written responses to the County and provide assistance relative to matters the following:

- Assist the County in clarifying questions on eligible activities through research of HUD policy memos, preparation of written requests for HUD determination, and other assistance.





- Assist the County with performing annual desktop HOME monitoring of various HOME assisted projects currently in the HOME period of affordability. This will be completed per HUD requirements and the County's HOME Monitoring Plan.
- Provide guidance and direction to the County on compliance with any new HUD regulations and memos periodically issued during the program year.
- Requirements of the various laws, regulations, circulars, handbooks, etc., pertaining to nondiscrimination, relocation and acquisition, and labor standards.
- Requirements for Equal Opportunity Documentation
- Assistance with fair housing compliance to affirmatively further fair housing
- Assist the County in preparing Substantial amendments
- Assist the County in developing economic development activities to be funded with Block Grant funds and in preparing Section 108 loan applications.
- Assist the County with IDIS activity set up and completion and other aspects of IDIS as necessary.
- Other similar requests by the County for advice under these federal programs.


# Fee Schedule

M&L is suggesting a combination lump sum and hourly rate fee schedule that includes the following item:

## Total Fixed Fee Cost Proposal

Deliverable	Cost/Fee type
Preparation of Consolidated Annual Performance and Evaluation Report (FY2022 CAPER)	Not to exceed lump sum fee of: \$8,500
Preparation of the HUD Annual Action Plan for FY 2023	Not to exceed lump sum fee of: \$9,000
Provision of HOME ARP hourly rate technical assistance, in partnership with Cloudburst, to include the following items: <ul style="list-style-type: none"> <li>• Additional needs and gaps analysis for the required section of the HOME-ARP allocation plan.</li> <li>• Up to 30 hours of additional HOME-ARP support for workshops, stakeholder engagement, or other allocation decision making needs.</li> <li>• Up to 120 hours of technical assistance support to revise committee structures and the CoC governance charter.</li> </ul>	Not to exceed hourly rate amount of \$50,000
M&L and Cloudburst will work with Fulton County to develop an additional, specific scope of service and budget for work related to the preparation of a CoC Strategic Plan following the completion of the HOME ARP technical assistance shown above.	TBD based on needed scope items following completion/provisions of HOME ARP technical assistance work.
Hourly Rate Technical Assistance (includes items such as NSP services, HOME ARP, HOME Program Desktop Project Monitoring, fair housing consulting services, LAP Staff Training and implementation consulting services and related technical assistance for CDBG/HOME/ESG programs)	Not to exceed amount of: \$75,500

M&L will bill the County each month for actual work completed by each staff person for hourly rate technical assistance. For lump sum jobs, M&L will bill monthly based on actual percentage completed for the project.



Technical services would be billed hourly based on our current schedule shown below and be billed portal to portal. Hourly rate fees are inclusive of all costs including travel.

**M&L Hourly Rate Schedule for 2022-23**

<b>Person</b>	<b>Cost per Hour</b>
Principals	\$225
Director of Community Development	\$200
Senior Project Manager	\$185
Support / Technical Staff	\$160
Administrative Support	\$60

**Cloudburst Hourly Rate Schedule for 2022-23**

<b>Person</b>	<b>Cost per Hour</b>
Scott Pruitt, Katie Peterson, Rori Durham	\$153
Faith Walker and Rachel Bloom	\$85



DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
June 2021	May 2022	June 2021	May 2022
Purchaser Order Number		Purchase Order Date	
DO 091120-1683 & DO 091120-1684		09/11/2020	
Department			
Community Development			
Bid Number		Service Commodity	
Contractor			
Mullin & Lonergan Associates Inc.			
<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	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input type="radio"/>	3		
<input checked="" type="radio"/>	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
<input type="radio"/>	0	Comments	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input type="radio"/>	3		
<input checked="" type="radio"/>	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	Comments Very responsive to inquiries and provides prompt resolution of any reported problems/challenges.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	Comments
	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	Comments Catherine M. Davis
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	4.00	Date	8/18/2022
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Mia Redd		
Department Head Name:	Stanley Wilson		
Department Head Signature			

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

Submit

Print

Save

AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN  
WESTMORELAND COUNTY  
AND  
MULLIN & LONERGAN ASSOCIATES

THIS AGREEMENT, entered into as of this 16th day of December, 2021, by and between WESTMORELAND COUNTY, Commonwealth of Pennsylvania, hereinafter referred to as the "County," and MULLIN & LONERGAN ASSOCIATES, hereinafter referred to as the "Consultant."

WITNESSETH THAT:

WHEREAS, the County is a grantee and recipient of funds under the Community Development Block Grant (CDBG) Program, the HOME Investment Partnerships (HOME) Program, the HOME ARP Program and the Emergency Solutions Grant (ESG) Program; and

WHEREAS, the County desires to utilize a part of these funds for professional advice and assistance in carrying out CDBG, HOME, HOME-ARP, and Emergency Solutions Grant Programs; and

WHEREAS, the best interest of the County will be served by retaining the Consultant on a multi-year basis subject to the availability and appropriations of funds; and

WHEREAS, HUD permits the County to use entitlement funds for planning and executing community development activities; and

WHEREAS, the County conducted a formal procurement process by issuing a Request for Proposals (21-46) and selected Mullin & Lonergan Associates as its consultant for the period 2022, 2023, and 2024; and

WHEREAS, the County desires to engage the Consultant to render certain technical advice and assistance in connection with such undertakings of the County.

NOW, THEREFORE, the parties to the Agreement do mutually agree as follows:

I. SCOPE OF SERVICES

The Consultant agrees to provide those services as described in the attached Exhibit A, which is part of this Agreement.

## II. DATA TO BE PROVIDED

The Consultant will furnish the County with documents prepared on behalf of the County in hard copy format and/or disk format at the request of the County.

## III. DATA TO BE FURNISHED

The County will furnish or make available to the Consultant HUD correspondence, local community development related correspondence, performance information, etc., and other information and data as required.

## IV. TIME OF PERFORMANCE

All services to be provided by the Consultant shall commence on January 1, 2022 and will be completed by December 31, 2024.

## V. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that in no event will the total annual compensation and reimbursement to be paid hereunder for services rendered in conjunction with the Scope of Services exceed the maximum sum of \$134,000 in 2022; \$84,000 in 2023; and \$119,000 in 2024.

The Consultant shall be entitled to payments as follows:

A. For preparation of the Annual Action Plan in FY 2022, 2023 and FY 2024 (Section A of the Scope of Services in Exhibit A), the Consultant shall be entitled to payment of \$21,000 each year. Upon submission of a certification of the percentage of work completed, the Consultant shall be entitled to a monthly progress payment.

B. For preparation of the Assessment of Fair Housing (AFH)/Analysis of Impediments to Fair Housing (AI), as required by HUD, (Section B of Scope of Services in Exhibit A and Exhibit B) the Consultant shall be entitled to payment of \$35,000. This work will be completed in FY 2024. Upon submission of a certification of the percentage of work completed, the Consultant shall be entitled to a monthly progress payment.

C. For preparation of the Consolidated Environmental Review Record (Section C of the Scope of Services in Exhibit A), for all CDBG, HOME and ESG activities into a single environmental review document, the Consultant shall be entitled to an annual payment of \$9,000 upon submission of the completed Environmental Review Record to the County.

D. For preparation of the Consolidated Annual Performance and Evaluation Report (CAPER), (Section D of the Scope of Services in Exhibit A), the Consultant shall be entitled to an annual payment of \$9,000 upon submission of the completed CAPER to the County.

E. For CDBG/HOME/ESG Technical Services (Section E of the Scope of Services in Exhibit A), the Consultant shall bill an hourly rate fee, by employee, each month for actual hours worked and a description of the work performed. All expenses will be reimbursed including mileage. Mileage rates will be reimbursed at the current federal rate and be billed portal to portal. The budget for this work will be \$45,000 annually.

F. For preparation of the HOME ARP Qualified Allocation Plan (Section F of Scope of Services in Exhibit A and Exhibit C) the Consultant shall be entitled to payment of \$50,000. This work will be completed in FY 2022. Upon submission of a certification of the percentage of work completed, the Consultant shall be entitled to a monthly progress payment.

A summary of the compensation provisions of the Agreement is presented on the attached chart.

#### VI. OTHER TERMS AND CONDITIONS

This Agreement is subject to the General Terms and Conditions a copy of which is attached hereto as Exhibit D and the HUD requirements of 2 CFR Part 200. In addition, the County, as required by HUD, allows the Consultant to represent the County's interests to HUD as requested.



IN WITNESS WHEREOF, the County and the Consultant have executed this Agreement as of the date first above written.

ATTEST:



APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

\_\_\_\_\_  
County Solicitor

BOARD OF COMMISSIONERS  
WESTMORELAND COUNTY

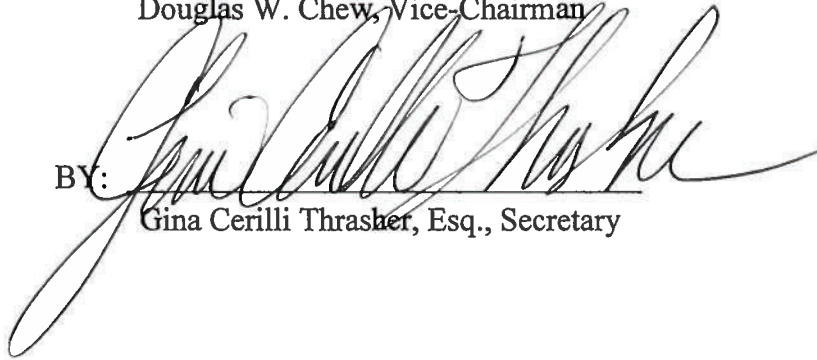
BY:

  
Sean Kertes, Chairman

BY:

 2/3/2022  
Douglas W. Chew, Vice-Chairman

BY:

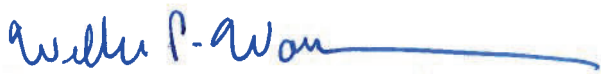
  
Gina Cerilli Thrasher, Esq., Secretary

MULLIN & LONERGAN ASSOCIATES

ATTEST:



BY:

  
William P. Waszylewski, Secretary

**WESTMORELAND COUNTY CONTRACT AMOUNTS  
F.Y. 2022 THROUGH F.Y. 2024**

<b>TASK</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Assessment of Fair Housing (AFH)/Analysis of Impediments to Fair Housing	-0-	-0-	\$35,000
Annual Action Plan	\$21,000	\$21,000	\$21,000
Preparation of HOME ARP Qualified Allocation Plan	\$50,000	\$-0-	\$0-
Environmental Review Record	\$9,000	\$9,000	\$9,000
Consolidated Annual Performance and Evaluation Review (CAPER)	\$9,000	\$9,000	\$9,000
Technical Assistance not to exceed, hourly rate fee to be billed monthly based on total hours worked	\$45,000	\$45,000	\$45,000
<b>TOTAL NOT TO EXCEED AMOUNT</b>	<b>\$134,000</b>	<b>\$84,000</b>	<b>\$119,000</b>

Hourly rates

Principal -	\$210.00
Senior Project Manager -	\$175.00
Support/Technical Staff -	\$150.00
Administrative Support -	\$55.00

These hourly rates will be in effect for each year of the three year period of the Agreement. M&L will charge portal to portal for mileage based upon government standard mileage rate per mile and actual cost for tolls, air fare, lodging, and other travel / subsistence expenses. Hourly rates charged include travel time, portal to portal.

## EXHIBIT A

### SCOPE OF SERVICES

#### A. Annual Action Plan

The County of Westmoreland will present to HUD an Annual Plan that demonstrates the relationship of activities to the Goal and Strategies outlined in the Five Year Plan. The Westmoreland County Annual Action Plan will include the following items as required by HUD:

1. Standard Form 424;
2. A description of the activities the County will undertake during the coming year to address the priority needs and local objectives identified. These activities will be determined through consultation with County officials. This description will identify the local objectives that will be addressed by the activities that are expected to be undertaken using formula grant funds, other HUD assistance, non-HUD sources of funds, and program income which the County expects to receive during the program year. This information will be presented in the table prescribed by HUD;
3. Activities the County will undertake during the next year to address emergency shelter and transitional housing needs of homeless individuals and families, to prevent low income individuals and families with children from becoming homeless, and to help homeless persons make the transition to permanent housing and independent living; the nature and extent of anti-homelessness activities to be undertaken in the County of Westmoreland will be determined through consultation with County officials, and will be based on the extent of need and the availability of resources.
4. Actions the County plans to take during the next year to foster and maintain affordable housing, fair housing, public housing improvements and resident initiatives; remove barriers to affordable housing, evaluate and reduce lead-based paint hazards, reduce the number of households with incomes below the poverty line, develop institutional structure, address obstacles to meeting underserved needs, and enhance coordination between public and private housing and social service agencies. This action plan will be drawn from the conclusions and recommendations reached in the County's Analysis of Impediments to Fair Housing.

#### Certifications

The Consolidated Plan will contain the certifications required by HUD.

### Monitoring

The Consolidated Plan will describe the standards and procedures which the County will use to monitor activities to be carried out in furtherance of the Consolidated Plan. The County may continue to make use of subrecipient organizations to carry out certain portions or all of the community's CDBG Program. Mullin & Lonergan will recommend applicable subrecipient monitoring techniques and standards. These standards and procedures will ensure long-term compliance with requirements of the programs involved.

**NOTE: The Annual Action Plan will be completed using the CPMP tool/eCon Planning Tool for IDIS, as required by HUD.**

#### **B. Assessment of Fair Housing (AFH)/Analysis of Impediments to Fair Housing (AI)**

The scope of services for the AFH/AI is attached to this Agreement as Exhibit B. The work will be completed in 2024. The scope of services may be revised prior to work beginning should HUD issue any guidance or additional regulations between now and 2024.

#### **C. Environmental Review Record**

The Consultant shall prepare the necessary Environmental Review Record for the County to obtain HUD's release of CDBG, HOME and ESG funds for any new activities. This contract does not include the preparation of an Environmental Impact Statement.

This Environmental Review Record shall include:

- 1) Program Statement for Review of Project(s) during Grant Program Year.
  - a) Describe the purpose and scope of the current year's Project(s).
  - b) The scope of each activity will be described and measured. In addition, each activity will be measured in terms of the collective impact on the County's overall program.
- 2) Update Description of the Existing Environment
  - a) Update environmental conditions as they existed before project implementation. This will involve updating or amplifying the base for prior years, as necessary.
  - b) Site inspection and photographic records, to the extent necessary, will be made of the Project Area(s).

- c) Basic data to be utilized will include:
  - 1) Maps
  - 2) Population Data
  - 3) Land Use
  - 4) Physical Data
  - 5) Environmental Data
- 3) Identification of Environmental Impact by Project(s)
 

Each Project in the CP Application will be examined as to its potential impact on the various factors that make up the environment.
- 4) Historic Preservation Act
  - a) The Project Area(s) will be reviewed for potential inclusion under the National Historic Preservation Act of 1966. This service will be performed in accordance with the procedures for Protection of Historic and Cultural Properties (36 CFR Part 800) as required by HUD.
  - b) If the CP activities are found to relate to any property which is on the National Historic Register, the Consultant will provide an opportunity to the Advisory Council on Historic Preservation for review.
  - c) If requested by the State Historic Preservation Officer, photographic documentation of buildings proposed for rehabilitation or clearance will be provided.
- 5) Performance of Environmental Assessment for the Project(s)
  - a) The environment as it exists prior to the Project(s) will be the base for assessing impacts.
  - b) State criteria for deciding on extent of environmental effects.
  - c) Describe relationship to surroundings of other projects for cumulative effects.
  - d) Describe possible modifications and alternatives to the Project(s) as available.
  - e) Perform technical analysis to assess the impact on the environment considering all factors.

- f) Perform project liaison with project personnel, the County, and required agencies.
  - g) Prepare the technical statement for the report, including any special conditions that should be implemented with the Project(s).
  - h) Present the assessment in the format recommended by HUD.
- 6) Determination of Clearance for the Project(s)
  - a) Based on the environmental assessment of the Project(s) determine whether:
    - 1) The environmental impact is not significant;
    - 2) An environmental impact statement is required;
    - 3) For environmental reasons, the Project(s) should be modified or not implemented.
  - b) Prepare a "Notice of Finding of No Significant Impact" for inclusion in the Environmental Review Record when an Environmental Impact Statement is not required. The notice of finding shall be accompanied by written reasons supporting the decision. Prepare the public notice on HUD Format VI for publication by the County.
- 7) Preparation of Environmental Review Record for Project(s)
  - a) The Consultant will document the basic data and findings determined during the environmental technical assessment period. This material will be assembled in the Environmental Review Record, which is the substantiating evidence for public examination and certification by the County's Certifying Office to HUD.
  - b) The Consultant will indicate the conclusions reached in the assessment.
  - c) The Consultant will furnish five copies of the Environmental Review Record and advise the County of other supporting documentation that must be retained in the local files.
- 8) Certification of Environmental Finding for the Project(s)
  - a) The Consultant may meet with the County's Certifying Officer to review the Environmental Review Record prior to the Certifying Officer executing the Environmental Certification. The County's Certifying Officer will certify that he has reviewed the Environmental Assessment and determined in his best judgment the proper clearance finding on the Project(s) for the current CP Year to be submitted by the County for release of federal funds.



- b) The Consultant will prepare required documentation to publish the Notice of Finding and Notice of Funding Request as appropriate. These will be published at least 15 days or 7 days (whichever is applicable at the time) before the County requests a release of funds from HUD. The Consultant will assist in completion of the Funding Request and Certification.

**D. Preparation of the Comprehensive Annual Performance and Evaluation Report (CAPER)**

The Consultant shall prepare the CAPER based on input from the staff of the County. The Performance Report shall include information on each activity included in the cumulative CDBG/HOME/ESG Programs from the inception of the activity until it has been reported as completed.

The Consultant shall advise and assist the County in the preparation of the Performance Report, in a format prescribed by HUD, which includes the following:

- 1) Preparation of Financial Summary (HUD Form 4949.3)
- 2) Calculate limitation on planning and administrative costs
- 3) Preparation of narratives on program income and loans receivable
- 4) Reconciliation of line of credit and cash balances
- 5) Narrative assessment of progress in meeting 3 to 5 year goals
- 6) Assessment of past and anticipated future linkages between activities and 3 to 5 year goals
- 7) Assessment of efforts to affirmatively further fair housing
- 8) Assessment of efforts to expand the supply of affordable housing
- 9) Preparation of continuum of care assessment
- 10) Preparation of homelessness and transitional housing assessment
- 11) Preparation of leveraging assessment
- 12) Preparation of summary of activities carried out with CDBG, HOME and ESG funds.
- 13) Preparation of HUD Form 40107 for the County's HOME Program
- 14) Preparation of HOME match narrative
- 15) Preparation of ESG narrative statements

**E. CDBG/HOME/ESG and Planning/Implementation Technical Administrative Services**

The Consultant agrees to provide the County with technical advice and assistance in developing policy planning and management capacity and to carry out management coordination and monitoring of activities necessary for effective planning and implementation of the CDBG Program, the HOME Program, the ESG Program, and other planning/project implementation services in accordance with relevant regulations.

The Consultant agrees to render technical advice and assistance through personal visits, telephone communication and written responses to the County and provide as directed by the County on an hourly rate basis for matters listed below:

1. Community Development and Planning Technical Services
  - a) Assist the County in preparing amendments to its current Five Year Consolidated Plan or Annual Plans to HUD. When preparing this document, we would use the HUD CPMP and/or the eCon Planning tool for IDIS.
  - b) Assist the County in preparing amendments to any active Annual Action Plan.
  - c) Assist the County staff in preparing the Environmental Review Record and supporting documentation (not included in annual ERR document), including analysis of baseline conditions, noise assessments, Memorandums of Agreement, HABS reports, and other historic preservation compliance measures for annual community development activities. This includes all amendments to the CDBG/HOME/ESG programs.
  - d) Prepare notices for publication which inform the public of the County's Community Development Program and invite public comment and participation in accordance with statutory and regulatory requirements.
  - e) Attend public hearings, Board of County Commissioners meetings and/or staff meetings to present or discuss the CDBG program.
  - f) Assist the county in designing and implementing economic development leveraging programs with CDBG funds.



- g) Provide Community Development Planning Assistance, if requested, to the county or its subrecipients. Such services may include:
  - 1) Planning in support of tax incremental financing districts
  - 2) Physical planning services including comprehensive planning, site planning and redevelopment planning
  - 3) Preparation of reports documenting conditions of blight, redevelopment area plans and redevelopment proposals
  - 4) Site specific development strategies, downtown improvement strategies and preliminary feasibility analyses
  - 5) Planning in support of neighborhood revitalization plans and strategies
  - 6) Planning and feasibility services for projects involving the rehabilitation of historic structures utilizing historic tax credits
- h) Provide general consulting and advisory services throughout the term of the Agreement relative to management practices and authorized and desirable activities to implement, continue, and enhance the community development programs. This includes informing and advising the county about federal and state policies and programs. We will assist the county in complying with HUD's recordkeeping requirements and in responding to and resolving HUD monitoring findings and concerns.
- i) Assist the county in applying for Section 108 Loan Guarantee assistance, BEDI assistance and other forms of state and federal assistance, including state capital budget funds (RACP).
- j) Assist the county in selecting, qualifying, and implementing Neighborhood Revitalization Strategy Areas.
- k) Cost principles applicable to grants and contracts with County, including determinations of allowable costs of program, composition of cost, cost allowable with approval of HUD, and cost allocation plan.
- l) Administrative requirements for the CDBG Program, the HOME Program and the ESG Program.
- m) Assist the County in clarifying questions on eligible activities through research of HUD policy memos, preparation of written requests for HUD determination, and other assistance.

- n) Advise the County on the need for additional environmental reviews for activities funded by local or major amendments, and prepare such environmental assessments.
- o) Provide guidance and direction to the County on compliance with new HUD Community Development Program regulations and memos periodically issued during the program year.
- p) Proposed expenditures of unspecified local option funds for eligible activities.
- q) Performance Standards for Program Management in areas of acquisition, relocation, equal opportunity, and citizen participation.
- r) On the requirements of the various laws, regulations, circulars, handbooks, etc., pertaining to nondiscrimination, relocation and acquisition, and labor standards.
- s) On the requirements of the Architectural Barriers Act of 1968, Hatch Act, National Flood Insurance Program, Clean Air Act and Federal Water Pollution Control Act as they relate to implementing the Community Development Block Grant Program, the HOME Program and the ESG Program.
- t) Equal Opportunity Documentation
  - 1) Advise the County how to document the action taken to assure that no person, on the grounds of race, color, national origin, religion, or sex, has been excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any funded activity.
    - a. Any methods of administration designated to assure that no one is subjected to discrimination under any funded activity.
    - b. Criteria used in selecting sites for public facilities designed to further the accomplishment of the objectives of the program or activities conducted with respect to any identifiable segment of the total group of lower income persons in the community.
    - c. Any actions undertaken to overcome the effects of the conditions which may have resulted in limited participation in the past in the type activities funded by any identifiable segment of the lower income persons in the community.
    - d. Any actions undertaken to promote equal employment opportunities for any identifiable segment of lower income persons in the community.

- 2) Document actions undertaken to further fair housing
  - a. Any actions undertaken to encourage enforcement of fair housing laws.
  - b. Any actions taken to prevent discrimination in housing and related facilities developed and operated with assistance under this program, and in the lending practices with respect to residential property and related facilities of lending institutions.
  - c. Any actions taken to assure that land use and development programs funded by these funds provide greater housing opportunities throughout the planning area for any identifiable segment of the total group of lower income persons in the community.
  - d) Any site selection policies adopted to promote equal opportunity in housing.

u) Affirmative Action Plan Development

Provide guidance and assistance in preparation and/or modification of Affirmative Action Plan for Equal Employment and Business Opportunity in accordance with Title VI of the 1964 Civil Rights Act, Section 109 of the Housing and Community Development Act of 1974, and Executive Order 11246. An Affirmative Action Plan for Equal Employment includes:

- 1) Development of an Affirmative Action Policy
- 2) Designation of an Equal Employment Opportunity Officer
- 3) Analysis of areas and levels of local municipal employment
- 4) Utilization analysis of minority and female employment at the local, state and county level
- 5) Determination of required corrective action (if any), in terms of short and long range goals
- 6) Evaluation or development of personnel policy to insure nondiscrimination in recruiting, training and promotional opportunities
- 7) Development of a grievance procedure.

v) Voluntary Program for Minority Business Enterprise

Provide guidance and assistance in development and implementation of a voluntary program designed to strengthen and expand minority business enterprise in accordance with Executive Director 11625.

w) Rehabilitation

Advise and assist the County in modifying the residential rehabilitation financing strategy and guidelines.

x) Advise the County in the implementation and coordination of assisted Family and/or Elderly Housing programs.

y) Meet with the County on an as-needed basis to review program progress and assist in overcoming impediments.

z) The Consultant will amend the Citizen Participation Plan as necessary to meet current HUD regulations.

aa) The Consultant agrees to provide and keep current on a monthly basis during the term of this Agreement the basic federal laws, circulars, executive orders, and regulations that are relevant to the CDBG Program, the HOME Program and the ESG Program. The Consultant providing the County with its affiliate Corporations Community Development Reporter and monthly updates thereto shall be considered as fulfilling this contractual provision.

bb) Advise and assist the County in meeting the requirements of the Urban Redevelopment Law of the Commonwealth of Pennsylvania to the extent necessary in carrying out the CDBG Program, the HOME Program and the ESG Program.

cc) Advise the County in applying for and implementing other federal or state programs which would provide leverage to and/or replace the County's CDBG Program, the HOME Program and the ESG Program funds in the fields of community development and housing, including federal and state enterprise zone programs

dd) Advise and assist the County in matters pertaining to HUD's ESG Program

ee) Provide advice and technical assistance on other community development and planning issues as requested by the County.

## 2. Affordable Housing Technical Services

M&L will also assist the county, its subrecipients, developers, and CHDOs in carrying out affordable housing initiatives. We will provide the following assistance:

a) Assist the county in preparing the annual submission to HUD for amendments to entitlement HOME and ESG funds (i.e., amendments to the Annual Action Plan) using the HUD CPMP tool and or the eCon Planning Suite in IDIS.

b) Assist the County in meeting any and all new HOME Program requirements such as subsidy layering, written agreements, policy and procedures, monitoring, etc.

- c) Assist the county in managing its HOME consortium.
- d) Assist the county staff in preparing the Environmental Review Record for the annual HOME and ESG Programs.
- e) Assist the county in the designation of Community Housing Development Organizations and the provision of capacity building services to CHDOs.
- f) Assist the county in matters pertaining to the eligibility of HOME and ESG funded activities.
- g) Assist the county in identifying and applying for alternate forms of housing assistance, including:
  - 1) Federal Home Loan Bank
  - 2) Low Income Housing Tax Credits
  - 3) Pennsylvania DCED Core Communities Program, and Community Revitalization Program
  - 4) Pennsylvania Housing Financing Agency Programs, including housing tax credits, Homeownership Choice and MUFFI programs
  - 5) HUD - housing programs
  - 6) The expiration of Section 8 contracts and the restructuring of debt in HUD financed rental housing properties in accordance with the Multifamily Assisted Housing Reform and Affordability Act of 1997 (MAHRAA).
- h) Provision of underwriting and layering analyses for rental and homebuyer programs.
- i) Assist the county in preparing written agreements with subrecipients and CHDOs.
- j) Provision of real estate syndication services.
- k) Assist the county staff in evaluating proposals from private sector, non-profit and CHDO developers, owners and sponsors.
- l) Assist the county in establishing operational guidelines for new HOME/ESG funded initiatives
- m) Provision of project or site strategies and preliminary market/feasibility studies.
- n) Provide technical assistance in support of Westmoreland County HOME Consortium activities.

- o) Provide technical assistance in support of housing rehabilitation activities, including assistance aimed at achieving compliance with HUDs lead paint requirements.
- p) Assist the County in affirmatively furthering fair housing, including updating the Analysis of Impediments to Fair Housing Choice, implementing the fair housing action plan, selecting the location of new housing initiatives in a manner that expands fair housing choice and tracking and reporting fair housing accomplishments.
- q) Provide advice and assistance on other affordable housing issues, as requested by the County.
- r) Provide technical assistance related to the federal CARES programs (CDBG-CV/ESG-CV, etc.) and HOME ARP program following the submission of the HOME ARP Qualified Allocation Plan.

#### **F. HOME ARP**

The scope of services for the preparation of the HOME ARP allocation plan is attached to this Agreement as Exhibit C. The work will be completed in 2022.

## **Exhibit B**

### **Scope of Services for Assessment of Fair Housing/ Analysis of Impediments to fair housing**

#### **Certification of AFFH/Analysis of Impediments to Fair Housing Choice**

With the publication of the Interim Final Rule on June 10, 2021, HUD issued new guidance on a grantee's obligation to affirmatively further fair housing. Specifically, the IFR "does not require HUD grantees to participate in a fair housing planning process." However, because grantees remain obligated to certify annually that they are affirmatively furthering fair housing, preparing a fair housing planning document remains the best method for documenting a grantee's analysis and research to demonstrate that it is fulfilling its AFFH obligation.

HUD further expanded its guidance to state that grantees "may choose to continue to engage in familiar fair housing planning processes such as continuing to implement a completed AI or AFH, updating an existing AI or AFH, or conducting a new AI or AFH. Grantees may also choose to engage in other means of fair housing planning that meaningfully supports their certification."

For its clients, M&L prepares a new AI or updates an existing AI or AFH using the HUD 1996 Fair Housing Planning Guide. Our clients find that this template is a more user-friendly one without the repetitious prompts found in the 2016 AFH template. In addition, although HUD reports that the AFFH Data and Mapping Tool (AFFH-T) remains publicly available and continuously updated, there are other, more current data available, including better mapping products.

With the 5-year 2020 American Community Survey anticipated to be released in March 2022, this would be a good time to begin the data collection tasks for the AI. M&L welcomes the opportunity to discuss with the County how it wishes to prepare its certification for AFFH document.

#### **Task 1. Amendment of Citizen Participation Plan**

We will review the County's CPP for any revisions that may be needed and provide suggested recommendations.

#### **Task 2. Project Mobilization**

##### ***Development of Detailed Schedule***

M&L will work with County staff to finalize a detailed calendar to complete the AI documents and meet all HUD deadlines.



### ***Initial Project Planning with County Staff***

This task involves a series of initial organizational steps that will ensure the timely execution of subsequent tasks. We will begin by providing a Stakeholder Chart to staff that includes a list of stakeholder categories with whom consultations will be conducted.

### ***Identification of Stakeholders***

At the outset of the planning process, M&L will refine the list of stakeholders whose input would be sought during the preparation of the AI. We will work with staff to identify key stakeholders consisting of public and private entities whose input can assist in generating a comprehensive fair housing profile. The manner in which outreach to stakeholders will be conducted will be refined upon contract execution.

Based on HUD requirements, the following stakeholder consultations are recommended:

- Local public housing authority and other assisted housing providers
- Social service providers including those focusing on services to minorities, families with children, the elderly, persons with disabilities, persons with HIV/AIDS and their families, homeless persons, and other protected classes
- Community-based and regionally-based organizations that represent protected class members and organizations that enforce fair housing laws
- Regional government agencies involved in metropolitan-wide planning and transportation responsibilities
- Broadband service providers, emergency management agencies
- Other entities identified by staff as appropriate for interviewing

### ***Finalize Planning for Stakeholder Outreach***

Once the general approach to the outreach and consultation process is established, M&L will prepare a suggested Interview Schedule. We would require the assistance of staff in contacting stakeholders and sending out email invites.

### ***Draft Letters to Fair Housing Agencies***

We will prepare letters to HUD and the Pennsylvania Division of Human Rights requesting lists of housing discrimination complaints and a status report on the complaints filed with each respective agency since the most recently completed AFH.

### ***Participation in Initial Meeting with County Staff***

The purposes of the initial meeting with staff include:

- Improving upon the process and the end-product
- Reviewing a series of draft maps and data tables to identify racially/ethnically concentrated areas of poverty across the city and how these may differ from the previous AFH maps



- Reviewing lists of documents needed from the County
- Addressing any questions from staff.

### **Task 3. Community Engagement Plan**

#### ***Conduct Six Stakeholder Group Interviews***

Based on the stakeholders identified by staff, M&L will utilize a list of issues and questions to be addressed during each group interview. After each consultation, we will prepare a written summary of the issues discussed and information exchanged. We have found that presenting a brief overview of key demographic and housing trends is an excellent way to engage stakeholders and the public in most settings. Our presentation, titled “Here’s What We Know”, is the icebreaker for encouraging attendees to fill in the rest and “Tell Us What Else We Need to Know”. We encourage them to offer solutions for addressing affordable housing, fair housing and community development needs.

#### ***Design and Implement a Bilingual Web-based Survey***

M&L will provide to staff for review a draft bilingual survey instrument appropriate for identifying affordable housing and fair housing needs. The survey will pose a series of questions to identify if respondents have encountered discrimination in their search for, or attempts to maintain, housing. The survey would be hosted on Survey Monkey and launched before outreach initiatives are underway to maximize marketing efforts. The surveys will be tabulated and analyzed for incorporation into the AI. For this task, M&L can provide a Spanish translation. Translation into any other languages would need to be provided by the city, including the cost.

#### ***Conduct a Web-based Survey***

To maximize consultation and input from residents, M&L will provide a web-based survey to be distributed for the purpose of identifying knowledge of/experience with housing discrimination, potential impediments to fair housing choice. The survey will also include a series of affordable housing and community needs and strategies to be ranked by highest, moderate and lowest priority by the respondents.

#### ***Facilitation of up to Four Public Meetings***

M&L will facilitate up to four public meetings. Two public meetings will be conducted early in the process; the final two meetings will be facilitated toward the end of the 30-day public display period or shortly thereafter. M&L staff work with staff to identify the best ways to reach out to minority groups and other community residents who are less likely to participate in the planning process.

#### ***Implementation and Documentation of the Community Outreach Process***

Throughout the process, M&L will document the initiatives and results to incorporate into the AI and the Consolidated Plan.

#### Task 4. Data Analysis

We will search for key housing and demographic indicators that help to paint the picture of fair housing in Westmoreland County. We will use the most recent census data available at the census tract level in preparing this analysis. We will graphically illustrate trends and conditions with maps and tables.

M&L will analyze the population by race and ethnicity, noting racially and ethnically concentrated areas of poverty (R/ECAPs). We will analyze the R/ECAPs identified in the previous AFH and note changes in number, location, intensity, etc. Variables such as income, poverty, unemployment, female-headed households, people with disabilities, foreign-born persons, and other protected classes will be analyzed to the extent that reliable data is available.

We will analyze the local housing stock in terms of tenure, level of accessibility, vacancy status, median value, sales prices, and rents. We will analyze and compare the affordability of housing, both rental and sales, for minority households. Specifically, we will identify the relative presence, location, and geographic concentration of members of the protected classes. We will identify patterns of housing segregation using the dissimilarity index.

#### Task 5. Public Sector Policy Analysis

Many resources will be reviewed and evaluated as part of Task 5. As the AI is primarily a policy analysis document, much of the information related to describing past trends and current conditions, as well as contributing factors to fair housing issues, will be found in local government policies. Based on the documents reviewed for the previous AFH, we will review updates or revisions to the following documents:

- **CDBG/HOME/ESG Program Investments** – We will review the local application processes and project selection criteria to determine how AFFH factors are considered in funding decisions. We will inquire about efforts to inform and educate sub-recipients about AFFH responsibilities. We will analyze fair housing monitoring efforts as well as procedures for sanctioning sub-recipients that fail to AFFH. We will review any restrictions placed on entitlement programs by HUD and progress in achieving compliance.
- **Planning Documents** – We will review updates to the County’s Comprehensive Plan and review how the County:
  - Advocates for affordable housing opportunities outside areas of concentration of LMI minorities
  - Promotes integrative principles for the purpose of de-segregating areas of concentration of LMI minorities
  - Facilitates initiatives that address the elimination of poverty as an impediment to fair housing choice, and

- Includes fair housing policies in long-range planning documents. Specifically, we will look for strong connections between where lower income neighborhoods are located in relation to public transportation services and employment centers.
- **Zoning Risk Assessment** – We will review up to five (5) zoning ordinance from various municipalities to determine if any revisions recommended in the most recent AFH have been implemented.
- **Local Building Codes** – We will research how accessibility measures are enforced through state and local codes, and the degree to which design and construction standards for new multi-family developments continue to be enforced.
- **Anti-Displacement Plan** – We will review revisions to the county’s Anti-Displacement and Relocation Plan to determine how these impact members of the protected classes when economic pressures are exerted in lower income neighborhoods for redevelopment and revitalization initiatives.
- **Public Transit** – We will determine the extent to which public transit links R/ECAPs with higher opportunity areas. We will review long-term transportation plans and the degree to which housing-employment linkages are considered and proposed compared to the last AFH.
- **Public Housing Authority** – We will analyze occupancy and waiting list characteristics for public housing and the county’s Housing Choice Vouchers to determine the relative presence of members of the protected classes.
- **Location of Major Employers and Employment Opportunities** – We will identify where employment opportunities are located in relation to R/ECAPs and the public transit linkages between them.
- **Assisted Housing Location Patterns** – We will analyze the geographic distribution of affordable housing including public housing, Housing Choice Vouchers, project-based Section 8 Housing Choice Vouchers, Low Income Housing Tax Credit-financed developments, and other assisted housing relative to their location and/or concentration in R/ECAPs.
- **Immigrants and Persons with Limited English Proficiency** – We will review administrative actions that influence housing and housing related services for immigrants and persons with limited English language proficiency. We will review the city’s Language Access Plan (LAP).

### **Task 6. Evaluation of Local Fair Housing Profile**

We will define the function of the agencies involved in the day-to-day process of responding to fair housing questions and complaints for city residents and any changes since the most recent AFH. We will explore how members of the protected classes become aware of the existence and function of fair housing organizations serving them. This will involve an assessment of outreach and communication efforts, including informational programming offered by the participating entities and any fair housing advocacy organizations. We will review the results of any testing that has taken place in Westmoreland County and other specific enforcement actions that may have resulted from paired testing.

We will review any updates to state and local fair housing laws and whether these are substantially equivalent to the federal Fair Housing Act. At the outset of the project, we will draft a letter to HUD requesting status reports of complaints filed by residents. The letters will request summaries of complaints received since the last AFH.

### **Task 7. Evaluation of Progress Achieved since the last AFH**

We will work with staff to review the progress that the county has achieved since the last AFH. For this assessment, we will review the fair housing action plan and identify measures taken to implement the plan. In carrying out this task, we will request assistance from staff and review the fair housing sections of recent CAPERs.

The significance of carrying out this step is twofold. We need to determine which impediments remain today and would need to be addressed in the AI update. For those impediments that have been resolved, or where significant progress has been made, this will be documented. Second, for those impediments that remain, we can re-visit the recommendations to evaluate if different initiatives would be more appropriate.

### **Task 8. Summary of Impediments**

Based on the results of our data analysis, the community outreach initiatives and the policy analysis, we will prepare a description of issues that constitute impediments to fair housing choice. This summary will include a discussion of impediments that were identified in the previous AFH and remain impediments today.

### **Task 9. Fair Housing Action Plan**

The Fair Housing Action Plan will recommend a series of actions aimed at overcoming barriers to housing choice and expanding housing choice for members of the protected classes throughout the county. The plan will correspond directly with impediments identified in the AI and will emphasize executable goals and strategic actions that are within the capacity of the city to implement.

### **Task 10. Draft AI Update Document**

M&L will provide a Draft AI that includes the research performed in Tasks 1 through 9.

### **Task 11. Final AI Update Document**

In this step, we will incorporate comments and revisions provided by staff. M&L will provide the final document version in Word and Adobe PDF versions.

#### **Assistance Required from Staff**

During the preparation of the AI update, M&L will require assistance from staff for the following tasks:

- Identifying and inviting community stakeholders to group interviews (M&L will provide the language for the email invite)
- Publishing all public notices as required (M&L can provide draft notices)
- Posting and distributing notices and other alerts to encourage community participation (M&L will provide flyers, email communications, FAQ Sheets, etc.)
- Providing for any language translation (other than Spanish) and all language interpretation needed at stakeholder workshops or public meetings (M&L can provide English and Spanish versions of meeting agendas, handouts, FAQs, and the online survey)
- Providing copies of/links to relevant documents and other reference materials needed (M&L will provide a list of documents needed)
- Mailing letter to HUD requesting housing discrimination complaint data (M&L will provide a draft letter to staff)
- Identifying progress achieved since the previous AFH
- Timely review and comment on all draft documents provided by M&L

M&L would recommend that the AI be completed in 2024 in advance of the County's next Five Year Consolidated Plan.



### Exhibit C

#### Preparation of the HOME ARP Qualified Allocation Plan

The following chart provides the scope of services that will meet all of the requirements in HUD CPD Notice 21-10 to allow for submission of the required HOME ARP Qualified Allocation Plan to HUD for review and approval. This work will be completed in 2022.

Tasks	Estimated Staff Hours
<b>PHASE 1: PUBLIC PARTICIPATION</b>	<b>TOTAL: 100</b>
<b>Task 1 - Consultation</b>	<b>80 hours</b>
<ul style="list-style-type: none"> <li>A. Joint kick-off meeting with HOME Program manager and CoC coordinator (meeting prep, meeting time, summary of notes, follow-up)</li> <li>B. Assist in identifying all required and other agencies and service providers (key stakeholders) whose clientele include Qualifying Populations</li> <li>C. Work with key stakeholders to identify a range of development strategies and financing tools to support an allocation strategy for HOME-ARP funding</li> <li>D. <b>6 meetings</b> with key stakeholders (meeting prep, meeting time, summary of notes, follow-up)</li> </ul>	
<b>Task 2 – Public Participation</b>	<b>12 hours</b>
<ul style="list-style-type: none"> <li>A. One required public hearing to solicit comment on Draft Allocation Plan (draft notice, prep Power Point presentation, meeting facilitation, summary of comments)</li> </ul>	
<b>Task 3 - Summary of Consultation Process</b>	<b>8 hours</b>
<ul style="list-style-type: none"> <li>A. Written summary of all comments and recommendations received (orally, in writing and at public hearing), including those not accepted and why; does not include completion of any part of the Allocation Plan</li> </ul>	
<b>PHASE 2: ALLOCATION PLAN</b>	<b>TOTAL: 178</b>
<b>Task 1 - Needs Assessment &amp; Gaps Analysis</b>	<b>96</b>
<ul style="list-style-type: none"> <li>A. Review CoC Housing Inventory Chart: identify gaps in current shelter and housing inventory and service delivery system</li> <li>B. Review HMIS: identify and evaluate size and demographic composition of Qualifying Populations</li> <li>C. Assess unmet need of Qualifying Populations</li> <li>D. If including HUD-defined “Other Populations”: identify characteristics of housing associated with instability, increased risk of homelessness</li> </ul>	

- E. Identify current resources available to assist Qualifying Populations including congregate and NCS units, supportive services, TBRA and affordable and PSH rental units
- F. Identify appropriate partnerships, locations, and opportunities to leverage funds for projects to ensure maximization of the new HOME-ARP funds
- G. Identify capacity-building needs for the PJ and its partners to successfully develop and manage a completely new program and funding source to address homelessness
- H. Identify gaps within current shelter, housing inventory and service delivery system
- I. Identify priority needs for Qualifying Populations
- J. Discuss how level of need and gaps in shelter and housing inventory and service delivery system based on data presented were determined
- K. Use information obtained through consultations to supplement this section
- L. Completion of data tables in Allocation Plan (based on PIT, HIC, CHAS)

#### Task 2 - HOME-ARP Activities

48

- A. Describe how the PJ will distribute HOME-ARP funds based on identified priority needs, method for soliciting selecting funding applications and/or selecting developers, service providers, subrecipients and/or contractors, or if PJ will administer activities directly
- B. Develop strategies to ensure the long-term sustainability of projects developed under HOME-ARP
- C. Identify any subrecipient or contractor and describe role / responsibilities in administering PJ's HOME-ARP program
- D. Use of HOME-ARP Funding (table)
- E. Budget to demonstrate that planned funding for nonprofit organization operating assistance, nonprofit capacity building, and administrative costs is within HOME-ARP limits
- F. Narrate how the characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis provides the rationale for funding the identified priorities and eligible activities

#### Task 3 – HOME-ARP Production Goals

8

- A. Estimate of the number of affordable rental housing units for qualifying populations that will be produced
- B. Describe the specific affordable rental housing production goals and how these will address the identified priority needs



## Task 4 - Preferences

12

- A. Identify if the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project
- B. If a preference was identified, explain how use of a preference or method of prioritization will address the unmet need or gap in benefits and services received by individuals and families in the Qualifying Populations consistent with the Needs Assessment & Gap Analysis
- C. If a preference was identified, describe how HOME-ARP funds will be used to address the unmet needs or gaps in benefits and services of other qualifying populations that are not included in the preference

## Task 5 – HOME-ARP Refinancing Guidelines

8

- A. State the PJ's refinancing guidelines (in accordance with 24 CFR 92.206(b)) if HOME-ARP funds will be used to refinance existing debt secured by multifamily rental housing that is being rehabilitated with HOME-ARP funds (includes lengthy requirements)

## Task 6 – SF-424 Forms and Certifications

2

- A. SF-424, SF-424B, SF-424D
- B. HUD-provided single form to cover all required certifications: Affirmatively Further Fair Housing; Uniform Relocation Assistance and Real Property Acquisition Policies Act and Anti-displacement and Relocation Assistance Plan; Anti-Lobbying; Authority of Jurisdiction; Section 3; HOME-ARP specific certification that a PJ will only use HOME-ARP funds consistent with ARP and the HOME-ARP Notice for eligible activities and eligible costs

## Task 7 - Substantial Amendment to 2021 Annual Plan

4

- Allocation Plan is Substantial Amendment
- Provide draft public notice
- Attend public hearing
- Submit in IDIS

## Task 8 – On-Call Technical Assistance during HUD Review

unknown

- A. Remain available to address HUD comments

## Task 9 – Resubmission of Allocation Plan, if required

unknown



#### A. Resubmission of Allocation Plan

TOTAL BUDGET	TOTAL: 278
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#### Notes:

- This scope and budget reflect work completed through the approval of the HOME-ARP Allocation Plan by HUD.
- Any additional technical assistance services will be provided on an hourly rate basis.
- Additional work beyond approval of the Allocation Plan (such as program guidelines, environmental reviews, policy and procedure manual, administrative capacity-building, non-profit capacity-building, subsidy layering analysis, CAPER, etc.) would require an additional scope and budget.

**Exhibit D**  
**Contract for Professional Services**  
**Part II - Terms and Conditions**

1. **Termination of Agreement for Cause.** If, through any cause, Mullin & Lonergan Associates, hereinafter referred to as the "Contractor," shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

2. **Termination for Convenience of the County.** The County may terminate this Agreement at any time by giving at least ten (10) days notice in writing to the Contractor. If the Agreement is terminated by the County as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the Contractor, Paragraph 1 hereof relative to termination shall apply.
3. **Reports and Information.** The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
4. **Patent Rights.** Whenever any invention, improvement or discovery is made or conceived or for the first time actually or constructively reduced to practice by the Contractor or its employees in the course of, in connection with, or under the terms of this Agreement, the Contractor shall immediately give the County written notice thereof and shall promptly thereafter furnish the County with complete information thereon. The County shall have the sole and exclusive power to determine whether or not and where a patent application shall be filed and to determine the disposition, improvement or discovery, including title

to and rights under any patent application or patent that may issue thereon. The determination of the County on all of these matters shall be accepted as final. The Contractor warrants that all of its employees who may be the inventors will execute all documents and do all things necessary or proper to the effectuation of such determination.

Except as otherwise authorized in writing by the County, the Contractor shall obtain patent agreements to effectuate the provisions of this article from all persons who perform any part of the work under this Agreement except such clerical and manual labor personnel as will have no access to technical data.

Except as otherwise authorized in writing by the County, the Contractor will insert in each subcontract having experimental, developmental or research work as one of its purposes, provisions making this clause applicable to the subcontractor and its employees.

If the County obtains patent rights pursuant to this article, the Contractor shall be offered license rights thereto on terms at least as favorable as those offered to any firm.

5. **Copyright.** No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
6. **Records and Audits.** The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the County to assure proper accounting for all project funds. These records will be made available for audit purposes to the County, any subgrantee, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives.
7. **Retention of Records.** All accounts and records as required under Paragraph 6 above shall be retained by the Contractor for three years after the expiration of this Agreement unless permission to destroy them is granted by the County.
8. **Clean Air Act and Clean Water Act Compliance.** Compliance with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) is required for all contracts, subcontracts and subgrants of amounts in excess of \$100,000. For all such Contracts, all Contractors and subcontractors agree to the following requirements:
  - a. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

- b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c. A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.
- d. Agreement by the Contractor that it will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

- 9. **Energy Conservation Provisions.** Contractors must recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- 10. For all contracts funded in whole or in part through the Pennsylvania Department of Community and Economic Development (the Department), the Contractor also agrees to comply with all applicable state statutes and regulations to which the Department and County are subject including, but not limited to Act 222, the Building Energy Conservation Act and Act 442, the Pennsylvania Prevailing Wage Act or the Resident Labor Requirement Act, the Steel Products Procurement Act, the Trade Practices Act and the Public Works Contractors Bond Act of 1967.
- 11. **Compliance with the Americans with Disabilities Act.** Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. 35.101 et seq, the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Contractor agrees to comply with the General Prohibitions Against Discrimination, at 28 C.F.R. 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act.

The Contractor shall be responsible for and agrees to indemnify and hold harmless the County and any grantor agency from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the County and any grantor agency as a result of the Contractors failure to comply with the provisions of the above paragraph.

12. **Changes.** The County may, from time to time, request changes in the scope of the services of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor shall be incorporated in written amendments to this Agreement.
13. **Assignability.** The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County. Provided, however, that claims for money by the Consultant from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.
14. **Compliance with Local Laws.** The Consultant shall comply with all applicable laws, ordinances and codes of the Federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Agreement.
15. This Agreement also incorporates all federal requirements at 2 CFR Part 200 as applicable.
16. This document and all attachments which have been incorporated by reference, contain all terms, provisions and conditions of the Agreement. All provisions thereof are intended by the parties to be whole and entire. Any amendment, alteration, variation, modification, or waiver of any provision of the Agreement shall be valid only when reduced to writing, duly acknowledged by the parties by the execution of an amendment which shall be attached to and be part of this Agreement.
17. During the performance of this Agreement, the Consultant and County agree that no actions in performance hereunder shall discriminate against any person on the basis of race, color, sex, religious creed, national origin, age or handicap.
18. The Consultant agrees to comply with the provisions regarding Non-discrimination and Contractor Integrity attached hereto as Exhibit E and Exhibit F respectively.
19. The Consultant's services are retained by the County only for the purposes and to the extent set forth in this Agreement (and any amendments hereto) and the Consultant's relation to the County shall be that of an independent contractor, and not an employee, agent or servant of the County.



20. The Consultant shall indemnify, defend and hold harmless the County, and its officers and employees from and against any and all losses, claims, actions, lawsuits, damages, liability and expenses (including attorney fees and costs) occasioned wholly or in part by the Consultant's act or omission or the act or omission of Consultant's agents, employees, consultants or servants in performance of any responsibility or service relating to this Agreement.
21. During the term of this Agreement, the Consultant shall maintain in effect insurance policies in amounts as outlined in the Certificate of Liability Insurance which is to be provided to the County at the time of signing of this Agreement.
  - a. General Liability: Limits of \$1,000,000.00 per occurrence/\$1,000,000.00 aggregate at a minimum.
  - b. Worker's Compensation: Statutory benefits; employer's liability. \$500,000.00 one accident and aggregate disease. The Consultant's carrier will waive all rights of subrogation against the County.
  - c. Automobile Liability: \$1,000,000.00 per occurrence combined single limit for bodily injury (including death) and property damage liability, covering owner, non-owned and hired vehicles.
  - d. Professional Liability Insurance – \$1,000,000.00 per occurrence/\$1,000,000.00 aggregate at a minimum.
  - e. Westmoreland County, its officers and employees must be named as additional insured parties on all liability policies.
  - f. Thirty (30) days notice of cancellation.
22. The Consultant agrees to abide by applicable HUD provisions with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Consultant further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Consultant hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Proposer, or of any designated public agencies or subrecipients which are receiving HUD funds.
23. This Agreement shall be governed by the law of the Commonwealth of Pennsylvania with jurisdiction in the Court of Common Pleas of Westmoreland County.

24. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same agreement. Any facsimile or photocopy of a signature to this Agreement shall be deemed an original signature to this Agreement.
25. The Undersigned certifies, to the best of his or her 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 agency, a Member of Congress, an officer or employee of Congress, or an 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 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.
  3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This Agreement also incorporates a regulations found at 2 CFR Part 200 provisions.

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 and not more than \$100,000 for each such failure.

2/17/22  
Date

  
Signature of Contractor

## ATTACHMENT E NONDISCRIMINATION CLAUSE

During the term of this contract, the CONTRACTOR agrees as follows:

1) CONTRACTOR shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age or sex. CONTRACTOR shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. CONTRACTOR shall post in conspicuous places, available to all employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

2) CONTRACTOR shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.

3) CONTRACTOR shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by CONTRACTOR.

4) It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause that CONTRACTOR had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that CONTRACTOR was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5) Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that CONTRACTOR will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause, CONTRACTOR shall then employ and fill vacancies through other nondiscriminatory employment procedures.

6) CONTRACTOR shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of CONTRACTOR's noncompliance with the nondiscrimination clause of this contract, or with any such



laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and CONTRACTOR may be declared temporarily ineligible for further County or Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

7) CONTRACTOR shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency, the Office of Administration, Bureau of Affirmative Action, and the Human Relations Commission for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to 16 Pa. Code §49.35 (relating to information concerning compliance by contractors). If CONTRACTOR does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency, the Bureau of Affirmative Action or the Commission.

8) CONTRACTOR shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

9) CONTRACTOR shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.

10) The terms used in this nondiscrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49.

11) CONTRACTOR's obligations under this clause are limited to CONTRACTOR's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

***Source: 16 Pa.Code§49.***

## ATTACHMENT F CONTRACTOR INTEGRITY

### A. Definitions:

1) "**Confidential information**" means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth of Pennsylvania or the County of Westmoreland.

2) "**Consent**" means written permission signed by a duly authorized officer or employee of the Commonwealth or the County, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the County shall be deemed to have consented by virtue of execution of this agreement.

3) "**Contractor**" means the individual or entity that has entered into this agreement with the County, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.

4) "**Financial Interest**" means:

a) Ownership of more than 5% interest in any business; or

b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

5) "**Gratuity**" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

B. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of State or Federal laws, regulations, or other requirements that govern contracting with the Commonwealth of Pennsylvania and/or the County.

C. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.

D. The Contractor shall not, in connection with this or any other agreement with the County or the Commonwealth of Pennsylvania, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the County or the Commonwealth of Pennsylvania.

E. The Contractor, shall not, in connection with this or any other agreement with the County or the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the County or the Commonwealth.

F. Except with the consent of the County and the Commonwealth, neither the Contractor nor anyone in privity with the Contractor shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

G. Except with the consent of the County and the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

H. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the County in writing.

I. The Contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that the Contractor has not violated any of these provisions.

J. The Contractor shall, upon request of the Office of State Inspector General or County Controller, reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of the Contractor of, concerning, and referring to this agreement with the County or which are otherwise relevant to the enforcement of these provisions.

K. For violation of any of the above provisions, the County (or Commonwealth, if applicable) may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the County or Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth or the County may have





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 22-0807

**Meeting Date:** 11/2/2022

### Department

Public Works

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

Request approval to renew an existing contract - Department of Public Works 21ITBC000021A-CJC, Water Meter Boxes and Valve Boxes in the amount of \$74,896.06 with Ferguson Waterworks (College Park, GA), to provide water meter boxes and valve boxes. This action exercises the first of two renewal options. One renewal option remains. Effective January 1, 2023, through December 31, 2023.

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

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

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

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** Department of Public Works recommends approval to renew the existing contract with Ferguson Waterworks to provide water meter boxes and valve boxes.

**Scope of Work:** The contract with Ferguson Waterworks provides the necessary water meter boxes and valve boxes for the Water Distribution System in the North Fulton County service area. The water meter boxes and valve boxes are used for installation of new water service and the replacement of small and medium size water meters.

**Community Impact:** Without the approval of this renewal contract, the installation of new water services will be delayed and maintenance of the existing water system will be impacted.

**Department Recommendation:** The Department of Public Works recommends approval to renew the existing contract with Ferguson Waterworks, with one renewal option.

**Project Implications:** The maintenance of the Water Distribution System will be impacted if the renewal is not approved.

**Community Issues/Concerns:** No concerns are known by Public Works.

**Department Issues/Concerns:** There are no Public Works concerns.

### Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0065	1/19/22	\$74,896.06
1st Renewal			<b>\$74,896.06</b>
Total Revised Amount			\$149,792.12

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

**Contract Value:** \$74,896.06

**Prime Vendor:** Ferguson Waterworks

**Prime Status:** Non-Minority

**Location:** Norcross, GA

**County:** Gwinnett County

**Prime Value:** \$74,896.06 or 100.00%

**Subcontractor:** None

**Total Contract Value:** \$74,896.06r 100.00%

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

### Exhibits Attached

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Contract Renewal Evaluation Form

Exhibit 3: Contractor Performance Report

Exhibit 4: Pricing Sheet

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

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

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**Agenda Item No.:** 22-0807

**Meeting Date:** 11/2/2022

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**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$74,896.06  
Previous Adjustments: \$0.00  
This Request: \$75,000.00  
TOTAL: \$149,896.06

**Grant Information Summary**

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

**Fiscal Impact / Funding Source**

**Funding Line 1:**

203-540-5453-1450: Water & Sewer R & E, Public Works, Maintenance Supplies - \$74,896.06

Key Contract Terms	
Start Date: 1/1/2023	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms: <input type="radio"/> option remains

**Overall Contractor Performance Rating:** 3.00

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

Yes

**Report Period Start:**  
7/1/2022

**Report Period End:**  
9/30/2022



## **CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT: PUBLIC WORKS**

**BID/RFP# NUMBER: 21ITBC000030A-CJC**

**BID/RFP# TITLE: Water Meter Boxes and Valve Boxes**

**ORIGINAL APPROVAL DATE: 12/1/2022**

**RENEWAL EFFECTIVE DATES: January 1, 2023 through December 31, 2023**

**RENEWAL OPTION #: 1 OF 2**

**NUMBER OF RENEWAL OPTIONS: 2**

**RENEWAL AMOUNT: \$ 74,896.06**

**COMPANY'S NAME: Ferguson Waterworks**

**ADDRESS: 4655 Buford Highway**

**CITY: Norcross**

**STATE: GA**

**ZIP: 30071**

**This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:**

**SIGNATURES: SEE NEXT PAGE**



**SIGNATURES:**

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

**FULTON COUNTY, GEORGIA**

**FERGUSON WATERWORKS**

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

\_\_\_\_\_  
Bob McWhorter  
Sales Representative

**ATTEST:**

**ATTEST:**

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

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

(Affix County Seal)

(Affix Corporate Seal)

**AUTHORIZATION OF RENEWAL:**

**ATTEST:**

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

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

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

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

(Affix Notary Seal)

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

## Contract Renewal Evaluation Form

<b>Date:</b>	9/23/2022
<b>Department:</b>	Public Works
<b>Contract Number:</b>	21ITBC000030A-CJC
<b>Contract Title:</b>	Water Meter Boxes and Valve Boxes

**Instructions:**

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

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

The scope and cost reduction efforts of this contract is limited since this contract is to renew the existing contract for Water Meter Boxes and Valve Boxes. The Water Meter Boxes and Valve Boxes are essential for maintenance and repair of the existing and new installations of water meter boxes and valve boxes within the Water Distribution System. These Water Meter Boxes, and Valve Boxes are manufactured items which cannot be produced in-house.

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

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

	Date of search:	9/23/2022
	Price found:	Pricing Varies due to the different sizes and different types of Meter Boxes and Valve Boxes needed.
Different features / Conditions:		
Percent difference between internet price and renewal price:		

**Explanation / Notes:**

Sample Materials: Items 2, 3, 4 and 5 of the contract pricing sheet, 5 1/4" Barrel, 39-60" Extension, Slip Type Self Leveling Riser 16.5", Cast Iron Valve Box Lid labeled "Water" Heavy Duty and, 1 inch Valve Box Adjustment Rings.

Samples of the internet pricing of materials out of the group of materials covered in this contract. Internet's pricing of sampled items are listed below. Private commercial pricing is significantly higher than contracted municipal pricing. The internet price which is 20% - 23% higher because it is quoting gross prices, however, the County purchases several different types, and sizes of ductile iron pipe, and fittings.

For Example

	Our Price	Compared Price
Line# 2: Cast iron valve box 5 1/4 barrel 39-60" extension & cover	\$341.62	\$416.77
Line# 3: 16.5" Slip Type Self Leveling Riser	\$169.36	\$206.61
Line# 4: Cast Iron valve box lid labeled "water" heavy duty	\$59.60	\$72.71
Line# 5: 1 inch Valve Box Adjustment Rings with set screws	\$55.12	\$67.79

☐ **Market Survey of other jurisdictions:**

Date contacted:	9/23/2022
Jurisdiction Name / Contact name:	City of Atlanta / Jimmy Lee No return phone call
Date of last purchase:	N/A
Price paid:	N/A
Inflation rate:	N/A
Adjusted price:	N/A
Percent difference between past purchase price and renewal price:	N/A
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	No return phone call

**Explanation / Notes:**

Surrounding jurisdictions such as Gwinnett County, City of Atlanta, Cobb County, Douglas County, and Jackson County all use Water Meter Boxes and Valve Boxes.

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

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

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

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

Date of last purchase: 2/17/2022

Price paid: \$4,129.60

Inflation rate:

Adjusted price:

Percent difference between past purchase price and renewal price:

**Explanation / Notes:**

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

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

An annual contract is needed by the Public Works Department on a year-round basis for Water Meter Boxes and Valve Boxes. This material is used for the repairs and new installations of water valves, and water meters, and used to replace old water meter boxes and valve boxes within the Water Distribution System infrastructure throughout the Public Works Water Distribution service areas.

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

If this contract renewal is not approved, the Department of Public Works will not be able to perform routine maintenance replacement of old water meter boxes and valve boxes and install new water meter boxes and valve boxes within our water infrastructure throughout the Fulton County Water Service areas.

Khalid Ahmad

9/23/2022

Prepared by

Date



10/14/2022

Department Head

Date

## MARKET SURVEY

**Date:** 7/23/2022

**Department:** Public Works

**Contract Number:** 21ITBC000030A-CJC

**Contract Title:** Water Meter Boxes and Valve Boxes

**Prepared by:** Khalid Ahmad

I have completed a telephone market survey of the following organizations and received the comments noted.

Organization:	Cobb County	Clayton County	Dekalb County	Gwinnett County	City of Atlanta
Person:	Susan <del>Revil</del>	Angela Glover	Vena Lynch	Shelly Macintosh	Jimmy Lee
Phone No.:	(770) 528-1564	(770) 477-3595	(770) 270-6243	(770)-822-8720	(404) 456-0311
Position:	Buyer	Purchasing Specialist Senior	Procurement Technician	Purchasing Associate	Procurement
Are you aware of any new vendors?	No	No	No Return Phone Call	No Return Phone Call	No Return Phone Call
Are you aware of a reduction in pricing in this industry?	No	No	No Return Phone Call	No Return Phone Call	No Return Phone Call
How does pricing compare to FC's current contract?	Prices vary per type, size, style, length and width of Water Meter Boxes and Valve Boxes.	Prices vary per type, size, style, length and width of Water Meter Boxes and Valve Boxes	No Return Phone Call	No Return Phone Call	No Return Phone Call
Considering all factors, would you renew or re-bid now?	Renew	Renew	No Return Phone Call	No Return Phone Call	No Return Phone Call
Term of contract.	1Year Contract with 1 Year extensions	Annual Contract with 1 – 4 Year renewal options	No Return Phone Call	No Return Phone Call	No Return Phone Call




**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**GOODS AND COMMODITIES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
Purchaser Order Number		Purchase Order Date	
Department			
Bid Number		Service Commodity	
Contractor			
<b>Performance Rating</b>			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
	0		
	1		
	2		
	3		
	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
	0		
	1		
	2		
	3		
	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
	0	
	1	
	2	
	3	
	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	
	1	
	2	
	3	
	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
	0	
	1	
	2	
	3	
	4	

Overall Performance Rating		Date	
Would you select/recommend this vendor again?			
Rating completed by:			
Department Head Name:			
Department Head Signature			

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

BID TAB					
BID NUMBER/QUOTE #: 21TBC000030A-CJC					
BID DESCRIPTION: WATER METER BOXES AND VALVE BOXES					
REQUESTING DEPARTMENT: DEPARTMENT OF PUBLIC WORKS					
21TBC000030A-CJC, WATER METER BOXES AND VALVE BOXES	VENDOR NAME				
	Ferguson Waterworks				
	ADDRESS				
	TELEPHONE:				
	CONTACT:				
	UNIT	QTY	UNIT \$	TOTAL	
East Jordan Iron Works MFG# 0680001A01 Cast iron valve box 5 1/4" barrel 27"-37" extension & cover (or equivalent)	Each	40	\$ 238.70	\$ 9,548.00	
East Jordan Iron Works MFG# 85502218 Cast iron valve box 5 1/4" barrel 39"-60" extension & cover (or equivalent)	Each	5	\$ 341.62	\$ 1,708.10	
East Jordan Iron Works MFG# E85568008 16.5" Slip Type Self Levelling Riser (or equivalent)	Each	10	\$ 169.36	\$ 1,693.60	
East Jordan Iron Works MFG# 06800045U Cast iron valve box lid labeled "water" heavy duty for bid items #1 & 2 (or equivalent)	Each	20	\$ 59.60	\$ 1,192.00	
East Jordan Iron Works MFG# E85008011 1 inch Valve Box Adjustment Rings with set screws (or equivalent)	Each	34	\$ 55.12	\$ 1,874.08	
East Jordan Iron Works MFG# E85008016 1 1/2" Valve Box Adjustment Rings with set screws (or equivalent)	Each	30	\$ 62.72	\$ 1,881.60	
East Jordan Iron Works MFG# E85008021 2" Valve Box Adjustment Rings with Set Screws (or equivalent)	Each	30	\$ 68.42	\$ 2,052.60	
DFW Meter Box Model 1219SL-18-1MQF DEEP (or equivalent)	Each	295	\$ 112.80	\$ 33,276.00	
Standard Meter Box lid only for bid item 8 above	Each	30	\$ 43.74	\$ 1,312.20	
Stretch Yoke Box Lid only	Each	4	\$ 31.82	\$ 127.28	
Ford Meter Box Model# LDG228-243-TT NL Inlet 1" Angle Flare Copper Outlet 1/2" MIP with locking Lid (or equivalent)	Each	3	\$ 446.50	\$ 1,339.50	
CDR Model# WB00243618 Composite meter box, 24" x 36" x 18", 2 mouse holes, one in each end with AMR Lid & Water nameplate (or equivalent)	Each	25	\$ 729.58	\$ 18,239.50	
CDR Model# WC002436 Composite AMR cover for meter box in bid item 12. above (24" x 36" x 18") (or equivalent)	Each	2	\$ 325.80	\$ 651.60	
GRAND TOTAL:				\$74,896.06	
BIDS MAILED				BUDGETED AMOUNT: \$75,000.00	
BIDS RECEIVED:				NO-BIDS:	

Renewal year price increase(s) in this contract, if exercised by Fulton County, shall be limited to the bid prices offered under this solicitation and subsequent contract unless otherwise specifically accepted by Fulton County, but in no instance shall exceed the consumer price index. The term "consumer price index" shall mean the consumer price index published by the Bureau of Labor statistics of the U.S. Department of Labor with particular reference to the average shown on such index for all terms.



BID TAB						
BID NUMBER/QUOTE #: 21ITBC000030A-CJC						
BID DESCRIPTION: WATER METER BOXES AND VALVE BOXES						
REQUESTING DEPARTMENT: DEPARTMENT OF PUBLIC WORKS						
21ITBC000030A-CJC, WATER METER BOXES AND VALVE BOXES				VENDOR NAME		
				Ferguson Waterworks		
				ADDRESS		
				TELEPHONE:		
				CONTACT:		
	UNIT	QTY	UNIT \$	TOTAL		
East Jordan Iron Works MFG# 06800001A01 Cast iron valve box 5 1/4" barrel 27"-37" extension & cover (or equivalent)	Each	100	\$ 238.70	\$ 23,870.00		
East Jordan Iron Works MFG# 85502218 Cast iron valve box 5 1/4" barrel 39"-60" extension & cover (or equivalent)	Each	10	\$ 341.62	\$ 3,416.20		
East Jordan Iron Works MFG# E85558008 16.5" Slip Type Self Leveling Riser (or equivalent)	Each	20	\$ 169.36	\$ 3,387.20		
East Jordan Iron Works MFG# 068000045U Cast Iron valve box lid labeled "water" heavy duty. for bid items #1 & 2 (or equivalent)	Each	35	\$ 59.60	\$ 2,086.00		
East Jordan Iron Works MFG# E85008011 1 inch Valve Box Adjustment Rings with set screws (or equivalent)	Each	150	\$ 55.12	\$ 8,268.00		
East Jordan Iron Works MFG# E85008016 1 1/2" Valve Box Adjustment Rings with set screws (or equivalent)	Each	100	\$ 62.72	\$ 6,272.00		
East Jordan Iron Works MFG# E85008021 2" Valve Box Adjustment Rings with Set Screws (or equivalent)	Each	100	\$ 68.42	\$ 6,842.00		
DFW Meter Box Model 1219SL-18-1MQF DEEP (or equivalent)	Each	515	\$ 112.80	\$ 58,092.00		
Standard Meter Box lid only for bid item 8 above	Each	100	\$ 43.74	\$ 4,374.00		
Stretch Yoke Box Lid only	Each	20	\$ 31.82	\$ 636.40		
Ford Meter Box Model# LDG228-243-TT NL Inlet 1" Angle Flare Copper Outlet 3/4" MIP with locking Lid (or equivalent)	Each	20	\$ 446.50	\$ 8,930.00		
CDR Model# WB00243618 Composite meter box, 24" x 36" x 18", 2 mouse holes, one in each end with AMR Lid & Water nameplate (or equivalent)	Each	20	\$ 729.58	\$ 14,591.60		
CDR Model# WC002436 Composite AMR cover for meter box in bid item 12. above (24" x 36" x 18") (or equivalent)	Each	20	\$ 325.80	\$ 6,516.00		

GRAND TOTAL:		\$147,281.40
BIDS MAILED		BUDGETED AMOUNT: \$75,000.00
BIDS RECEIVED:		NO-BIDS:

Renewal year price increase(s) in this contract, if exercised by Fulton County, shall be limited to the bid prices offered under this solicitation and subsequent contract unless otherwise specifically accepted by Fulton County, but in no instance shall exceed the consumer price index. The term “consumer price index” shall mean the consumer price index published by the Bureau of Labor statistics of the U.S. Department of Labor with particular reference to the average shown on such index for all terms.









# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 22-0808

**Meeting Date:** 11/2/2022

### Department

Senior Services

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

Request approval to renew an existing contract - Department of Senior Services, 21ITB000011A-CJC, Pool Maintenance Services in the amount of \$130,000.00 with United Pool Maintenance (Roswell, GA), to provide pool maintenance services, repair and preventive maintenance to the four Senior Multipurpose Facilities. This action exercises the second of two renewal options. No renewal option remains. Effective dates: January 1, 2023 through December 31, 2023.

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

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

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

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** The Department of Senior Services recommends approval of this contract renewal request. Each of the four senior multipurpose facilities operate salt water, heated pools that require a high level of expertise to ensure a healthy and safe pool environment for the participants who use them for water fitness.

**Scope of Work:** The contract provides comprehensive preventive maintenance and repair services for Fulton County swimming pools located at Dorothy C. Benson Senior Multipurpose Center, Harriett

G. Darnell Senior Multipurpose Center, HJC Bowden Senior Multipurpose Center, and Helene S. Mills Senior Multipurpose Center. The scope of work includes all labor, parts, equipment, transportation and material necessary to perform the following: (1) Chemical Treatment for Pool Systems: (a.) Inspect pools and test the water twice weekly, furnishing any and all necessary chemicals, including but not limited to i.e. bromine, Co2, soda ash, sodium bicarbonate, chlorine and/or dry chlorine, algaecides, clarifiers, shock treatments and any other chemicals necessary to keep water balance, clarity, ph and overall water quality to meet the standards and requirements of the Fulton County Health Department. (b.) Provide on-site service and maintenance at least twice a week to the chemical treatment systems, pumps, or other automatic feeding system, strainers, filters, heaters and other mechanical systems to ensure proper level and chemicals balance for pool operations. (c.) Calibrate automatic feed systems. (2.) Monthly Maintenance on Pool Environment Control Systems: Perform monthly on-site preventive and corrective maintenance services.

**Community Impact:** This contract allows the Department to provide quality programs, offering a range of recreational, athletic, therapeutic and enrichment activities while promoting wellness and healthy lifestyles to the senior adults of Fulton County.

**Department Recommendation:** The Department recommends approval to provide comprehensive preventive maintenance and repair services for Fulton County swimming pools located at the Dorothy C. Benson Senior Multipurpose Center, Harriett G. Darnell Senior Multipurpose Center, HJC Bowden Senior Multipurpose Center and Helene S. Mills Senior Multipurpose Center for fiscal year 2023. This is a time and materials contract which consists of chemical treatment, monthly maintenance, replacement and installation of parts and laboring for swimming pools.

**Project Implications:** This contract requires professional licenses, equipment and technical skills to perform preventive swimming pool maintenance. It is comprehensive and provides weekly chemical treatments of pool water systems, monthly on-site preventive/corrective maintenance services and any repairs or replacements that are identified during the operational onsite inspections.

**Community Issues/Concerns:** The Department is not aware of any issues/concerns regarding this request.

**Department Issues/Concerns:** If this contract is not awarded, then the Department will not have the capacity to provide the necessary pool services such as the labor, skill and equipment to perform the required corrective pool maintenance and repair. This will result in the closure of all pools located in the four senior multipurpose facilities.

### Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0461	06/16/21	\$130,000.00
1st Renewal	21-0805	10/20/21	\$130,000.00
2 <sup>nd</sup> Renewal			\$130,000.00
Total Revised Amount			\$390,000.00

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

**Contract Value: \$130,000.00**

**Prime Vendor:** United Pool Management  
**Prime Status:** Non-Minority  
**Location:** Roswell, GA  
**County:** Fulton County  
**Prime Value:** \$72,800.00 or 56.00%

**Subcontractor:** DM Mechanical, Inc.  
**Subcontractor Status:** Non-Minority  
**Location:** Powder Springs, GA  
**County:** Cobb County  
**Contract Value:** \$46,800.00 or 36.00%

**Subcontractor:** WPM of Georgia  
**Subcontractor Status:** Non-Minority  
**Location:** Powder Springs, GA  
**County:** Cobb County  
**Contract Value:** \$1,300.00 or 1.00%

**Subcontractor:** Wilson Boiler Service, Inc.  
**Subcontractor Status:** Non-Minority  
**Location:** McDonough, GA  
**County:** Henry County  
**Contract Value:** \$9,100.00 or 7.00%

**Total Contract Value:** \$130,000.00 or 100.00%  
**Total MFBE 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: Contract Renewal Evaluation Form

Exhibit 3: Contract Renewal Agreement

**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: \$130,000.00  
Previous Adjustments: \$130,000.00  
This Request: \$130,000.00  
TOTAL: \$390,000.00

**Grant Information Summary**

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

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

100-183-183S-1160; General, Department of Senior Services, Professional Services - \$19,200; 100-183-183S-1116; General, Department of Senior Services, Professional Services - \$13,300.00

**Funding Line 2:**

100-183-183T-1160; General, Department of Senior Services, Professional Services - \$19,200; 100-183-183T-1116; General, Department of Senior Services, Professional Services - \$13,300.00

**Funding Line 3:**

100-183-183U-1160; General, Department of Senior Services, Professional Services - \$19,200; 100-183-183U-1116; General, Department of Senior Services, Professional Services - \$13,300.00

**Funding Line 4:**

100-183-183V-1160; General, Department of Senior Services, Professional Services - \$19,200; 100-183-183V-1116; General, Department of Senior Services, Professional Services - \$13,300.00

Key Contract Terms	
Start Date: 1/2/2023	End Date: 12/29/2023
Cost Adjustment:	Renewal/Extension Terms:

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**Agenda Item No.:** 22-0808

**Meeting Date:** 11/2/2022

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**Overall Contractor Performance Rating: 3.4**

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

Yes

**Report Period Start:**  
1/2/2023

**Report Period End:**  
12/29/2023



**SIGNATURES:**

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

**FULTON COUNTY, GEORGIA**

**United Pools**

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

\_\_\_\_\_  
**Sean Legg  
Owner**

**ATTEST:**

**ATTEST:**

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

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

**(Affix County Seal)**

**(Affix Corporate Seal)**

**AUTHORIZATION OF RENEWAL:**

**ATTEST:**

\_\_\_\_\_  
**Ladisa Onyiliogwu, Director  
Department of Senior Services**

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

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

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

**(Affix Notary Seal)**

<b>ITEM#:</b> _____ <b>RCS:</b> _____ <b>RECESS MEETING</b>	<b>ITEM#:</b> _____ <b>RM:</b> _____ <b>REGULAR MEETING</b>
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## Contract Renewal Evaluation Form

<b>Date:</b>	September 30, 2022
<b>Department:</b>	HUMAN SERVICES
<b>Contract Number:</b>	#21ITB000011A-CJC
<b>Contract Title:</b>	Pool Maintenance Services

**Instructions:**

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

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

This service cannot afford to be reduced because the County does not have any alternate resource to provide this service in-house. The scope of the contract is established based on the comprehensive preventive maintenance and repairs required to maintain operable swimming pools. The scope of work includes all labor, parts, equipment, transportation and material necessary to perform the following but not limited to chemical treatment on-site at least twice a week of the pool water systems and operational checks and necessary maintenance of pumps, "strantrol" automatic feeding system, strainers, filter, heaters and other mechanical systems to ensure proper level and chemical balance of pool water; response to any emergency situation that would result in non-operation of the pool and monthly on-site preventive and corrective maintenance services on the pool temperature and humidity control systems, including equipment replacement when needed. There are four (4) pools that require service under this requested renewal Fulton County contract that range in size from 21,000 to 28,000 gallons.

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

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

Date of search:	Click here to enter a date.
Price found:	Click here to enter text.
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

**Explanation / Notes:**

The bid pricing reflects the current market pricing for swimming pool maintenance. This procurement was conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is code Selection 102-373, Competitive Sealed Bid.

☐ **Market Survey of other jurisdictions:**

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

**Explanation / Notes:**

The Fulton County therapeutic pool maintenance contract is different than most; the scope provides extensive maintenance repairs and chemicals treatment.

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

Click here to enter text.

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

The County spent \$52,416.96 in FY2021. Note the facility pools begin their pool maintenance in July of 2021.

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

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

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.

Inflation rate:

[Click here to enter text.](#)

Adjusted price:

[Click here to enter text.](#)

Percent difference between past purchase price and renewal price:

[Click here to enter text.](#)

**Explanation / Notes:**

[Click here to enter text.](#)

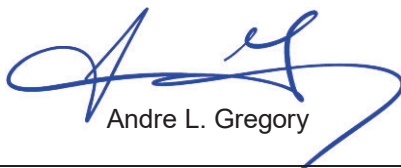
5. Is this a seasonal item or service? ☐ Yes ☒ No

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

Minor service can be performed by staff members with CPO (Certified Pool Operator) training in terms of pool water testing and adjusting the chemical quality. Multipurpose staff members have received training and are certified to perform such tasks. However, the County's internal maintenance department does not have a pool technician to perform in-house service.

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

If this contract is not approved, the aquatics program at the four (4) multi-purpose facilities which serves over 600 customers weekly at the maximum use, would cease to exist. Inoperable pools and a lack of usage would result in loss of valued of County property, deterioration of building interiors and greatly impact the health of seniors sustained by the aquatics program.



Andre L. Gregory

Prepared by

09/30/22

Date

[Click here to enter text.](#)  


Department Head

[Click here to enter a date.](#)

Date



**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
07/01/22	09/30/22	01/01/22	12/31/22
Purchaser Order Number		Purchase Order Date	
DO 183 07292100000000000984		07/29/21	
Department			
Senior Services			
Bid Number		Service Commodity	
#21ITB000011A-CJC		Swimming Pool Maintenance	
Contractor United Pools Maintenance LLC			

**Performance Rating**

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

1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)
	0	Reports are good and detailed
	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	Response time is good. We have not experienced any timeliness problems	
	1		
	2		
x	3		
	4		
3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)	
	0	Contractor is prompt and proactive regarding problems with pool.	
	1		
	2		
X	3		
	4		
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)	
	0	Overall, the contractor has met our quality of expectations.	
	1		
	2		
	3		
X	4		
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)	
	0	They are very qualified to do the work required for this contract.	
	1		
	2		
	3		
X	4		
Overall Performance Rating		3.4	Date 9/14/22
Would you select/recommend this vendor again?			
Rating completed by:		Andre L. Gregory	
Department Head Name:		Ladisa Onyiliogwu	
Department Head Signature		<i>Ladisa Onyiliogwu</i>	





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 22-0809

Meeting Date: 11/2/2022

### Department

Public Works

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

Request approval to renew an existing contract - Department of Public Works, 20RFP101320K-CRB, MS4 NPDES Permit Management Oversight and Administration in an amount not to exceed \$93,769.00 with River to Tap, Inc. (R2T) (Roswell, GA), to provide management, oversight, and administration services for the MS4 NPDES required Storm Water Management Program within the unincorporated area of Fulton County on a time and materials basis. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2023, through December 31, 2023.

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

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

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

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** Department of Public Works recommends approval to renew existing contract with R2T, Inc. to provide management, oversight, and administration services for the MS4 NPDES required stormwater management program within the unincorporated area of Fulton County.

**Scope of Work:** The contract provides for consulting services for Oversight, Management and Administration services for the National Pollutant Discharge Elimination System (NPDES) Municipal

Separate Storm Sewer System (MS4) Permit program within the Fulton Industrial District area of unincorporated Fulton County. The MS4 Permit requires the development of a Stormwater Management Program and numerous subprograms/program elements established to reduce and minimize pollutant discharges to surface water from stormwater sources.

The Best Management Practices for this program include:

- Inspection and Maintenance of Stormwater Control Structures
- Detection and Elimination of Illicit Discharges
- Industrial Facility Stormwater Discharge Control
- Construction Site Management
- Inspection and Enforcement of Highly Visible Pollutant Sources
- Public Education
- Public Involvement
- Regulation of Post Construction Stormwater Controls
- Promotion of Green Infrastructure / Low Impact Development

The consultant will assist Fulton County staff in performing and meeting these elements on a time and materials basis and preparing the annual report to EPD documenting our efforts. The consultant will monitor the timely accomplishment of the tasks performed by staff, as well as other consultants, and compile and submit the comprehensive Annual Report documenting compliance required by the Permit.

**Community Impact:** This contract ensures that all requirements of the NPDES MS4 Permit will be met, and the Stormwater Program within the Fulton Industrial District of unincorporated Fulton County will meet all necessary federal requirements.

**Department Recommendation:** The Department of Public Works does not have any concerns with the approval of this contract.

**Project Implications:** Contracting these services will allow the Department of Public Works to more effectively and efficiently achieve compliance with the requirements of the NPDES MS4 Permit requirements.

**Community Issues/Concerns:** There are no known community issues or concerns with the approval of this contract.

**Department Issues/Concerns:** The Department of Public Works does not have any concerns with the approval of this contract.

## Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0167	3/3/2021	\$93,769.00
1st Renewal	21-0895	11/17/2021	\$93,769.00

<b>2<sup>nd</sup> Renewal</b>			<b>\$93,769.00</b>
Total Revised Amount			\$281,307.00

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

**Contract Value:** \$93,769.000  
**Prime Vendor:** River to Tap  
**Prime Status:** African American Female Business Enterprise - Certified  
**Location:** Roswell, GA  
**County:** Fulton County  
**Prime Value:** \$93,769.00 or 100.00%

**Total Contract Value:** \$93,769.00 or 100.00%  
**Total M/FBE Value:** \$93,769.00 or 100.00%

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

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

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

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

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$93,769.00  
Previous Adjustments: \$93,769.00  
This Request: \$93,769.00  
TOTAL: \$281,307.00

**Grant Information Summary**

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

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**Agenda Item No.:** 22-0809

**Meeting Date:** 11/2/2022

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Match Account \$:

**Fiscal Impact / Funding Source**

**Funding Line 1:**

203-540-5453-1160: Water & Sewer R&E, Public Works, Professional Services - \$93,769.00

Key Contract Terms	
<b>Start Date:</b> 1/1/2023	<b>End Date:</b> 12/31/2023
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b> No options remain

**Overall Contractor Performance Rating:** 100

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

Yes

**Report Period Start:**  
7/1/2022

**Report Period End:**  
9/30/2022



## **CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT: PUBLIC WORKS**

**BID/RFP# NUMBER: 20RFP101320K-CRB**

**BID/RFP# TITLE: MS4 NPDES Permit Management Oversight and Administration**

**ORIGINAL APPROVAL DATE: 3/3/2021**

**RENEWAL EFFECTIVE DATES: January 1, 2023 through December 31, 2023**

**RENEWAL OPTION #: 2 OF 2**

**NUMBER OF RENEWAL OPTIONS: 2**

**RENEWAL AMOUNT: \$93,769.00**

**COMPANY'S NAME: River To Tap, Inc. (R2T)**

**ADDRESS: 580 W. Crossville Road, Suites 101-102**

**CITY: Roswell**

**STATE: GA**

**ZIP: 30075**

**This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:**

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

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

**FULTON COUNTY, GEORGIA**

**RIVER TO TAP, INC.**

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

\_\_\_\_\_  
Kimberly Ajy  
President

**ATTEST:**

**ATTEST:**

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

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

(Affix County Seal)

(Affix Corporate Seal)

**AUTHORIZATION OF RENEWAL:**

**ATTEST:**

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

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

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

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

(Affix Notary Seal)

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



## Performance Evaluation Details

<b>ID</b>	E2
<b>Project</b>	MS4 NPDES Permit Management Oversight and Administration
<b>Project Number</b>	20RFP101320K-CRB
<b>Supplier</b>	River to Tap, Inc.
<b>Supplier Project Contact</b>	Alex Ottley (preferred language: English)
<b>Performance Program</b>	Professional Services
<b>Evaluation Period</b>	07/01/2022 to 09/30/2022
<b>Effective Date</b>	10/03/2022
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	Not Specified
<b>Expectations Meeting Date</b>	09/09/2022
<b>Status</b>	Completed
<b>Publication Date</b>	10/03/2022 08:35 AM EDT
<b>Completion Date</b>	10/03/2022 08:35 AM EDT
<b>Evaluation Score</b>	100

### Related Documents

There are no documents associated with this Performance Evaluation

## OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

### PROJECT MANAGEMENT

20/20

Rating

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

Comments

Outstanding quality of work and well organized to keep the project on track and within budget

### SCHEDULE

20/20

Rating

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

Comments

Consistently focused on getting ahead of schedule with project deliverables

### QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

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

Comments

Finished product in terms of specific investigations and reports as well as annual report preparation is of exceptional quality.

### COMMUNICATIONS AND CO-OPERATION

20/20

Rating

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

Comments

Proactive in establishing meetings and communications to maintain schedule

### OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

<b>Outstanding:</b> Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Very knowledgeable of contract requirements and ensures compliance.

### GENERAL COMMENTS

Comments

Overall outstanding attention to and performance of the required work effort



10/05/2022

## Contract Renewal Evaluation Form

<b>Date:</b>	9/14/2022
<b>Department:</b>	Public Works
<b>Contract Number:</b>	20RFP101320K-CRB
<b>Contract Title:</b>	MS4 NPDES Permit Management Oversight and Administration

**Instructions:**

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

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

**Discussed with consultant a plan to delay work effort until a response from EPD is received regarding any review comments on our annual report. Also requested consultant to identify specific activities to be performed by Public Works staff.**

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

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

Date of search:

Price found:

Different features / Conditions:

Percent difference between internet price and renewal price:

**Explanation / Notes:**

This is a time and materials professional services contract awarded on response to proposals. Pricing was assessed as reasonable when originally awarded and no increase has occurred for the renewal period.

☐ **Market Survey of other jurisdictions:**

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

**Explanation / Notes:**

Gwinnett and Cobb Counties provide all of these services with staff personnel.

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

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

\$66,057.00.

**4. Does the renewal option include an adjustment for inflation?**  
(Information can be obtained from CPI index)

☐ Yes

☒ No

**Was it part of the initial contract?**

☐ Yes

☒ No

Date of last purchase:
Price paid:
Inflation rate:
Adjusted price:
Percent difference between past purchase price and renewal price:

**Explanation / Notes:**

This is a service related contract with invoices based on labor and materials expended. The last invoice for services was dated July 6, 2022 in the amount of \$33,220.00

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

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

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

Potential non-compliance with our NPDES Permit as some of the specialty services provided are not available in house.

Nick Ammons

September 22, 2022

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Prepared by

---

Date



October 5, 2022

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Department Head

---

Date





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 22-0810

Meeting Date: 11/2/2022

### Department

Public Works

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

Request approval to renew an existing contract - Department of Public Works, 20RFP124470K-DB, TSPLOST Program Management Services in an amount not to exceed \$114,600.00 with Goodwyn, Mills and Cawood, Inc. (GMC), to provide program management consulting services for the TSPLOST2 Program. This action exercises the second of two renewal options. No renewal options remain. Effective upon BOC approval through August 29, 2023.

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

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

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

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:** With the retirement of the former Fulton County employee managing the TSPLOST program in 2020, GMC was retained to provide the services to ensure Fulton County remains in compliance with the state requirements while the individual cities have managed the specific transportation improvement projects.

The GMC consultant team has been responsible for the following major work elements:

**A. Capital Project Tracking**

1. All transportation improvement projects are managed by each individual city. However, Fulton County has teamed with software provider, Socrata, to establish a web-based database for each city to enter their current project status.
2. GMC has been responsible in ensuring that the information entered into the database is accurate and timely by the individual cities. Additionally, the consultant has worked with those cities which do not have accurate information entered into the database.

**B. Monthly Financial Distribution**

1. The State Department of Revenue proceeds the sales tax proceeds directly to each city on a monthly basis. The consultant records the monthly amounts received by each city to ensure that the proceeds are consistent with the terms of the IGA.
2. Any inconsistencies in tax proceeds is immediately brought to the attention of the affected city and Fulton County.

**C. Citizen Oversight Council Meetings**

1. Each City has appointed a citizen to represent the City on an oversight council. The Council is required to meet at least twice a year and is generally responsible for bringing concerns about how the TSPLSOT program is being managed to Fulton County.
2. GMC is responsible for coordinating and facilitating these meetings.
3. Additionally, an annual meeting with all of the City's Public Works' or Transportation Directors is held in December to review the individual City's progress in completing projects within their city. GMC is also responsible for coordinating and facilitating these meetings.

**D. Annual audit of the TSPLOST Program**

1. SB369 requires Fulton County to conduct an annual audit of the program and to publish the results in the local newspaper.
2. The actual audit is conducted by a contractor hired by the Fulton County Finance Department and is not a part of the responsible of GMC. However, it is the responsibility of GMC to receive the results from the audit and prepare and publish the annual report as required.

**Community Impact:** There is no direct tie to the community with this program management contract. However, indirectly, the proper management of the TSPLOST program is necessary to meet all state requirements and is vital for the proper implementation of the TSPLOST2 program which began on April 1, 2022.

**Department Recommendation:** The Department recommends approval.

**Project Implications:** Without proper TSPLOST program management, Fulton County will not be in compliance with the state requirements in place to allow for this collection of additional sales tax for transportation improvements.

**Community Issues/Concerns:** None have been raised by the Community to Public Works.

**Department Issues/Concerns:** The Department of Public Works does not have any concerns with



the proposed renewal of the services by GMC.

### Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0557	8/5/2020	\$114,600.00
1st Renewal	21-0653	9/1/2021	\$114,600.00
2 <sup>nd</sup> Renewal			\$114,600.00
Total Revised Amount			\$343,800.00

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

**Contract Value:** \$114,600.00  
**Prime Vendor:** Goodwyn, Mills and Cawood, Inc. (GMC)  
**Prime Status:** Non-Minority  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Prime Value:** \$114,600.00 or 100.00%

**Total Contract Value:** \$114,600.00 or 100.00%  
**Total M/FBE Value:** \$-0-

### Exhibits Attached:

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

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

David Clark, Director of Public Works 404 612-2804

### Contract Attached

Yes

### Previous Contracts

Yes

### Total Contract Value

Original Approved Amount: \$114,600.00  
Previous Adjustments: \$114,600.00  
This Request: \$114,600.00  
TOTAL: \$343,800.00

**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:**

308-540-5401-1160: TSPLOST, Public Works, Professional Services

Key Contract Terms	
<b>Start Date:</b> 8/28/2022	<b>End Date:</b> 8/29/2023
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b> No renewal options remain

**Overall Contractor Performance Rating:** 4.0**Would you select/recommend this vendor again?**

Yes

**Report Period Start:**  
8/28/2021**Report Period End:**  
8/29/2022



## **CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT: PUBLIC WORKS**

**BID/RFP# NUMBER: 20RFP124470K-DB**

**BID/RFP# TITLE: TSPLOST Program Management Services**

**ORIGINAL APPROVAL DATE: 8/5/2020**

**RENEWAL EFFECTIVE DATES: execution of contract for the period of 365 days**

**RENEWAL OPTION #: 2 OF 2**

**NUMBER OF RENEWAL OPTIONS: 2**

**RENEWAL AMOUNT: \$114,600.00**

**COMPANY'S NAME: Goodwyn, Mills and Cawood, Inc.**

**ADDRESS: 6120 Powers Ferry Rd., NW, Suite 350**

**CITY: Atlanta**

**STATE: GA**

**ZIP: 30339**

**This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:**

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

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

**FULTON COUNTY, GEORGIA**

**[INSERT COMPANY NAME]**

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

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

**ATTEST:**

**ATTEST:**

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

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

**(Affix County Seal)**

**(Affix Corporate Seal)**

**AUTHORIZATION OF RENEWAL:**

**ATTEST:**

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

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

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

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

**(Affix Notary Seal)**

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




**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
Purchaser Order Number		Purchase Order Date	
Department			
Bid Number		Service Commodity	
Contractor			
<b>Performance Rating</b>			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
	0		
	1		
	2		
	3		
	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
	0		
	1		
	2		
	3		
	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
	0	
	1	
	2	
	3	
	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	
	1	
	2	
	3	
	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
	0	
	1	
	2	
	3	
	4	

Overall Performance Rating		Date	
Would you select/recommend this vendor again?			
Rating completed by:			
Department Head Name:			
Department Head Signature			

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

## Contract Renewal Evaluation Form

<b>Date:</b>	October 12, 2022
<b>Department:</b>	Public Works
<b>Contract Number:</b>	20RFP124470K-DB
<b>Contract Title:</b>	TSPLOST Program Management Services

**Instructions:**

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

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

None. They have exceeded expectations during the first year while expending less than 70% of the contractual amount.

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

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

Date of search:

Price found:

Different features / Conditions:

Percent difference between internet price and renewal price:

**Explanation / Notes:**

Not applicable. **Under the state law governing TSPLOST, Fulton County must perform this program management either by consultant or by staff.**

☐ **Market Survey of other jurisdictions:**

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

**Explanation / Notes:**

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

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

\$22,282.73 (through August 31, 2022)

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

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

Date of last purchase:
Price paid:
Inflation rate:
Adjusted price:
Percent difference between past purchase price and renewal price:

**Explanation / Notes:**



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

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

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

Under the state law governing TSPLOST, Fulton County must perform this program management either by consultant or by staff. If this contract is not renewed, then Fulton County would have to re-advertise for services or hire additional staff.

David Clark

10/12/2022

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**Prepared by**

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**Date**



10/12/2022

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**Department Head**

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**Date**





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 22-0811

Meeting Date: 11/2/2022

### Department

Sheriff

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

Request approval to extend an existing contract - Sheriff's Office, 20RFP124254B-VF, Behavioral Health and Addictive Disease Counseling in an amount not to exceed \$58,214.26, with Chris 180, Inc. (Atlanta, Ga) to provide behavioral health and addictive disease counseling to inmates at the Fulton County jail for the Substance Abuse Mental Health Services Administration (SAMHSA Grant) for an additional six month period. This contract is 100% grant funded. No County funding is required.

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

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

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

Justice and Safety

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

### Summary & Background *(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 Sheriff's Office requests extension of a contract to provide behavioral health service, cognitive behavioral therapy, outpatient substances abuse treatment, intensive behavioral health, and mental health service, supported housing, family counseling, group and individual

counseling, and continuing services via an individualized case management plan after release from the Fulton County Jail. These professional services will be provided to assist offenders before and after release from the Fulton County Jail in support of the Substance Abuse Mental Health Services Administration (SAMHSA Grant).

**Community Impact:** The grant will be used to address the challenges posed by re-entry and reduce recidivism for individuals reentering communities from incarceration.

**Department Recommendation:** The Sheriff's Office requests approval

**Project Implications:** The approval of this agreement will assist in Fulton County's goal the recidivism rate at the jail.

**Community Issues/Concerns:** None to the knowledge of the Sheriff's Office

**Department Issues/Concerns:** None to the knowledge of the Sheriff's Office

### Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0563	8/19/2020	\$200,586.00
1st Renewal	20-0719	10/21/202	\$198,020.00
2 <sup>nd</sup> Renewal	21-0870	11/3/2022	\$202,581.00
<b>Extension #1</b>			\$58,214.26
Total Revised Amount			\$659,401.26

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

**Contract Value:** \$58,214.26.00

**Prime Vendor:** Chris 180, Inc.

**Prime Status:** Non-Profit

**Location:** Atlanta, GA

**County:** Fulton County

**Prime Value:** \$58,214.26.00 or 100.00%

**Total Contract Value:** \$58,214.26.00 or 100.00%

**Total MBE 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: Extension Agreement No. 1

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

Rodney Stinson, Fiscal Administrator, Sheriff's Office, 404-612-6011

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$200,586.00  
Previous Adjustments: \$400,601.00  
This Request: \$58,214.26  
TOTAL: \$659,401.26

**Grant Information Summary**

Amount Requested: \$58,214.26

Match Required:

Start Date:

End Date:

Match Account \$:

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

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

461-330-TC21-1160: Grants, Sheriff's Office, Professional Services

Key Contract Terms	
<b>Start Date:</b> 10/1/2022	<b>End Date:</b> 3/31/2023
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b> Si month Extension

**Overall Contractor Performance Rating:** 4.0**Would you select/recommend this vendor again?**

Yes

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

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**Agenda Item No.:** 22-0811

**Meeting Date:** 11/2/2022

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**5/1/2022**

**8/31/2022**



**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
Purchaser Order Number		Purchase Order Date	
Department			
Bid Number		Service Commodity	
Contractor			
<b>Performance Rating</b>			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
	0		
	1		
	2		
	3		
	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
	0		
	1		
	2		
	3		
	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
	0	
	1	
	2	
	3	
	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	
	1	
	2	
	3	
	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
	0	
	1	
	2	
	3	
	4	

Overall Performance Rating		Date	
Would you select/recommend this vendor again?			
Rating completed by:			
Department Head Name:			
Department Head Signature			

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



## **EXTENSION NO. 1 TO FORM OF CONTRACT**

Contractor: Chris 180

Contract No. 20RFP124254B-VF Behavioral Health and Addictive Disease Counseling

Address: 1030 Fayetteville Road

City, State Atlanta, Georgia 30316

Telephone: 770-823-2858

E-mail: [Kathy.Colbenson@chris180.org](mailto:Kathy.Colbenson@chris180.org)

Contact: Kathy Colbenson,  
President and CEO

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

WHEREAS, Fulton County ("County") entered into a Contract with Chris 180 to provide support services to behavioral health services, cognitive behavioral therapy, outpatient substances abuse treatment, intensive behavioral health and mental health services, supported housing, family counseling, group and individual counseling, and continuing services via an individualized case management plan after release from the Fulton County Jail. The professional services will be provided to assist offenders before and after release from the Fulton County Jail in support of the Substance Abuse Mental Health Services Administration (SAMHSA Grant) dated August 19, 2020.

WHEREAS, the County wishes to extend the subject contract, with all terms and conditions unchanged, for an additional five (6) months period effective October 1, 2022-March 30, 2023.

WHEREAS, the Purchasing Agent is authorized to extend this contract up to 90 days pursuant to Purchasing Code Section 102-364(e) and the information shall be forwarded to the Board of Commissioners for purposes of spreading the same on the minutes

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

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 , 2022 Agenda Item temp .

This Extension No. 1 to Form of Contract is effective as of the 1st day of October ,2022, between the County and Chris 180, who agree that all Services specified will be performed by in accordance with this Extension No. 1 to Form of Contract and the Contract Documents for an additional six (6) months.

1. **SCOPE OF WORK TO BE PERFORMED:** The scope of work remains unchanged, the contract term is extended for an additional six-month period effective October 1-2022 through March 30, 2023
- 2 **COMPENSATION:** The services herein shall be performed by Contractor for a total amount not to exceed \$ 58,214.26 approved by BOC.
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.

**[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:

**CHRIS 180**

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

ATTEST:

\_\_\_\_\_  
Kathy Colberson  
President and CEO

ATTEST:

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

(Affix County Seal)

APPROVED AS TO FORM:

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

(Affix Corporate Seal)

ATTEST:

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

APPROVED AS TO CONTENT:

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

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

\_\_\_\_\_  
Timothy W. Ezell, Chief Administrative  
Officer/Court Administrator  
Juvenile Court

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

(Affix Notary Seal)

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





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 22-0812

**Meeting Date:** 11/2/2022

### Department

Sheriff

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

Request approval of a Sub-Recipient Agreement between the Fulton County Sheriff and Justice Solution Inc. as the research evaluator to develop a strategic plan, project planning and implementation for the Substance Abuse Mental Health Services Administration (SAMHSA Grant). Effective October 1, 2022, through March 31, 2023 with no renewal options. The cost of the contract shall not exceed \$32,812.50. Approval is also requested to authorize the County Attorney to make changes to the Sub-Recipient Agreement necessary to protect the interests of the County, prior to execution.

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

In accordance with State of Georgia O.C.G.A §36-10-1, request for approval of contractual agreements shall be forwarded to the Board of Commissioners for approval.

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

Justice and Safety

### Commission Districts Affected

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

### Is this a purchasing item?

No

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

**Scope of Work:** The Sub-Recipient Justice Solutions, Inc. was named in the FY19 the Substance Abuse

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Mental Health Services Administration (SAMHSA Grant) as the research evaluator that has contracted with the Fulton County Sheriff. Justice Solution, Inc. will continue to design and conduct analysis of the existing systems and target population, aid in developing data-sharing agreements and finalize the baseline recidivism rate and forecast eligible program participants to ensure program utilization rates and produce finding to aid in the development of both the County's Strategic Plan, the project Planning and Implementation Guide. Justice Solution Inc. will continue to implement an evidence-based reentry unit in the jail for pre-release services; design and conduct an evaluation of the project's process and outcomes consistent with the Model Transition to Jail Community (TJC); and produce a final report including recommendations for future implementation of the County's Strategic Plan.

**Community Impact:** The grant will be used to address the challenges posed by reentry and reduce recidivism for individuals reentering communities from incarceration.

**Department Recommendation:** The Sheriff's Office requests approval.

**Project Implications:** The approval of this agreement will assist in Fulton County's goal to reduce recidivism rate at the jail. Funding will be as follows: 9999-461-330-CO19

**Community Issues/Concerns:** None to the Agency's knowledge.

**Department Issues/Concerns:** None to the Agency's knowledge.

**DEPARTMENT**

Sheriff

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

Request approval of a Sub-Recipient Agreement between the Fulton County Sheriff and Justice Solution Inc. as the research evaluator to develop a strategic plan, project planning and implementation for the Substance Abuse Mental Health Services Administration (SAMHSA Grant). Effective October 1, 2022, through March 31, 2023 with no renewal options remaining. The cost of the contract shall not exceed \$32,812.50.

**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)*

Justice and Safety

**COMMISSION DISTRICTS AFFECTED**

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

**IS THIS A PURCHASING ITEM?**

No

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

**Scope of Work:** The Sub-Recipient Justice Solutions, Inc. was named in the FY19 the Substance Abuse Mental Health Services Administration (SAMHSA Grant) as the research evaluator that has contracted with the Fulton County Sheriff. Justice Solution, Inc. will continue to design and conduct analysis of the existing systems and target population, aid in developing data-sharing agreements and finalize the baseline recidivism rate and forecast eligible program participants to ensure program utilization rates and produce finding to aid in the development of both the County's Strategic Plan, the project Planning and Implementation Guide. Justice Solution Inc. will continue to implement an evidence-based reentry unit in the jail for pre-release services; design and conduct an evaluation of the project's process and outcomes consistent with the Model Transition to Jail Community (TJC); and produce a final report including recommendations for future implementation of the County's Strategic Plan.

**Community Impact:** The grant will be used to address the challenges posed by reentry and reduce recidivism for individuals reentering communities from incarceration.

**Department Recommendation:** The Sheriff's Office requests approval.

**Project Implications:** The approval of this agreement will assist in Fulton County's goal to reduce recidivism rate at the jail. Funding will be as follows: 9999-461-330-CO19

**Community Issues/Concerns:** None to the Agency's knowledge.

**Department Issues/Concerns:** None to the Agency's knowledge.





**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
Purchaser Order Number		Purchase Order Date	
Department			
Bid Number		Service Commodity	
Contractor			
<b>Performance Rating</b>			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
	0		
	1		
	2		
	3		
	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
	0		
	1		
	2		
	3		
	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
	0	
	1	
	2	
	3	
	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	
	1	
	2	
	3	
	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
	0	
	1	
	2	
	3	
	4	

Overall Performance Rating		Date	
Would you select/recommend this vendor again?			
Rating completed by:			
Department Head Name:			
Department Head Signature			

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





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 22-0813

Meeting Date: 11/2/2022

### Department

Police

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

Request approval to award a contract without competition - Police Department, 22SS083122B-EF, Forensic Casework Services in the amount of \$5,150.00 with DNA Labs International (Deerfield Beach, FL) to provide forensic casework services. 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)*

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

Fulton County Police Department recommends approval of a sole source vendor DNA Labs International. DNA Labs International will provide Touch DNA processing of evidence collected from a Homicide Crime Scene in Fulton County and will use advanced techniques not otherwise readily available through normal means.

DNA Labs International is the only private lab that performs SPENTSHELL™ Collection, STRmix Analysis, and uses the M-Vac in-house. This evidence would normally be sent to the GBI crime lab for processing. The GBI crime lab does NOT provide the specialized testing required for this evidence.

**Community Impact:** New technologies and investigative practices can not only further a case and hopefully lead to a resolution, but it can also provide the families of victims with reassurance that law enforcement continues to search for answers.

**Department Recommendation:** Fulton County Police Department recommends approval of sole source vendor DNA Labs International.

**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 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: Award without Competition Justification and Approval Form

Exhibit 2: Memo Contractor's Performance Report

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

W. Wade Yates, Chief of Police, Police, 404-613-5705

**Contract Attached**

No

**Previous Contracts**

No

**Total Contract Value**

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$5,150.00

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**Agenda Item No.:** 22-0813

**Meeting Date:** 11/2/2022

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**TOTAL:** \$5,150.00

### 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:

301-320-3205-1340, Fulton Industrial District, Police, Criminal Investigations, Investigation Expense

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 renewals.

**Overall Contractor Performance Rating:** New vendor

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

Yes

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



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

### SECTION A

**Department:** *Police Department*

**Department Contact:** Delia Dickerson, 404-613-7906, Delia.Dickerson@fultoncountyga.gov

**Description of Supplies/Services:** *Touch DNA processing of evidence collected from a Homicide Crime Scene in Fulton County use advanced techniques not otherwise readily available through normal means.*

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

*The Fulton County Police Department is requesting that shell casings and swab kits be tested for touch DNA evidence and the subsequent identification of the DNA profiles recovered from this evidence. DNA Labs International is the only private lab that performs SPENTSHELL™ Collection, STRmix Analysis, and utilizes the M-Vac in-house. This evidence would normally be sent to the GBI crime lab for processing. The GBI crime lab does NOT provide the specialized testing required for this evidence.*

*Without this requested testing being completed by DNA Labs International, the Fulton County Police Department's Criminal Investigations Division would fail in providing the best service possible to the citizens of Fulton County and possibly fail in bringing justice and closure to the family members of murdered Fulton County Citizens.*

### SECTION B

#### **MARKET SURVEY**

##### **Results of Market Survey**

**Date Public Notice posted on website:** *Wednesday, August 31, 2022*

**Date Public Notice closed:** *Wednesday, September 7, 2022*

#### **REVIEW OF OFFER(S)**

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

**Number of offers received:** *None*

**Respondents:** *No*

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

**User Department review and recommendation:** *Fulton County Police Department recommends approval of sole source vendor DNA Labs International.*

**Purchasing Agent review and recommendation:** *After review and consideration of all available information related to the requirement and criteria of the sole source advertisement 22SS083122B-EF as titled Forensic Casework Services the Department of Purchasing and Contract Compliance recommends proceeding with BOC approval request.*





**DNA LABS**  
INTERNATIONAL

ISO/IEC 17025:2017 and FBI QAS DNA Laboratory



*DNA Labs International* is a private woman and family owned, ANAB ISO/IEC 17025:2017 and FBI QAS accredited DNA laboratory proudly located in South Florida. We are celebrating our 18th year supporting law enforcement agencies processing criminal forensic casework. With the longest continuous hands-on ownership of any private forensic DNA laboratory in the U.S. Founded in 2004, DNA Labs International is run by a mother-daughter team. We are passionate about our work and instill and share the company's core mission: to provide the highest quality results, friendly service, and innovative technology for law enforcement agencies and the victims they represent. When it comes to forensic casework, our lab has the newest DNA technology of any forensic lab across the country! We have over 75 dedicated employees and we work with hundreds of agencies throughout the US, Canada, and Caribbean Nations.

18  
YEARS



## *Partnering with the Fulton County Police Department*

### Forensic DNA Testing

**DNA Labs International** is located in Deerfield Beach, FL. We are leaders in processing forensic casework by applying the latest technology available to obtain maximum results. For better results, we employ the latest screening, collection, and specialized extraction techniques for degraded samples from cold cases and bones.

*We are here to help you solve crime with DNA.*

### Sole Source

- DNA Labs International is the most experienced private lab in the US that has STRmix expert software analysis validated up to 5 person mixtures for all commercially available STR Kits.
- We are the only private lab that performs SPENTSHELL™ Collection, STRmix Analysis, and utilizes the M-Vac in-house. These technologies give your agency an extreme advantage to solve your case.
- DNA Labs International is the only forensic lab achieving results this high:
  - **40% results from spent fired cartridge casings**
  - **85% results from gun possession**
  - **60% results from property crime evidence**

*Family Owned & Run DNA Laboratory*

Visit our offices at: 700 W Hillsboro Blvd. Bldg. 3. Deerfield Beach, FL 33441. P. 954.426.5163  
[Clientservices@dnalabsinternational.com](mailto:Clientservices@dnalabsinternational.com)

- Partnering with DNA Labs International allows your agency to have access to the many DNA profiles already accumulated in DNA Labs International's local DNA database. Our local database currently contains more than **70,000+** DNA profiles collected from crime scenes and associated suspects brought to our lab to work since we opened in 2004. Many agencies experience the benefits of interagency hits to help them solve and connect crimes.
- Comparing your agency's DNA profiles to other crimes and suspects we already have, is an incredibly valuable resource that should increase solve rates and justifies DNA Labs International as a sole source provider of DNA services.
- **Genealogy Testing** - DNA Labs International is the first and only accredited laboratory following FBI QAS and ISO 17025:2017 processing samples with Kintelligence.

## Why DNA Labs International

DNA Labs International has been working on violent crime cases for law enforcement agencies since 2004. As the DNA backlogs at government crime labs increased, resources such as our lab, have been made available to help lighten crime labs' caseloads and to help get cases to court sooner.

**FAST RESULTS possible in 24-48 Hours!**

*Each case has a victim & each case is treated with the individual attention it deserves.*

## How We Partner With You

We are an extremely dedicated private DNA laboratory that will process your cold cases with the latest techniques and technology available to achieve the best possible results.

- |                   |                                 |                        |                  |
|-------------------|---------------------------------|------------------------|------------------|
| • Homicides       | • Spent Cartridge Casings       | • Rootless Hair Shafts | • SNP, NGS, Mito |
| • Sexual Assaults | • STRmix™- DNA Mixture Analysis | • Degraded DNA & Bones | • Expert Witness |
| • Touch DNA       | • M-Vac® Collection             | • Y-STR Testing        | • Genealogy      |

*Family Owned & Run DNA Laboratory*

Visit our offices at: 700 W Hillsboro Blvd. Bldg. 3. Deerfield Beach, FL 33441. P. 954.426.5163

[Clientservices@dnalabsinternational.com](mailto:Clientservices@dnalabsinternational.com)

## Solve Crime with New Technology

### SPENTSHELL™

Our proprietary screening method is proven to maximize results and achieves more DNA than typical screening methods. Great for low level DNA or degraded samples like spent shell casings and fingernails. Also used for many other nonporous sample types.

**40% comparable DNA results from hundreds of casings!**

#### Results from Only:

- 1 casing
- 1/2 of a casing where the casing was found partially in the victim's blood.
- CODIS eligible results - from as few as 1 spent casing.



## M-Vac Screening

A unique wet vacuum collection technique is used for difficult evidence that did not yield a DNA profile previously. We have processed hundreds of cases with the M-Vac and have had many successes processing clothing for touch DNA that produced CODIS admissible profiles.

- *DNA Labs International has been using the M-Vac for over 5 years, and experience can truly make the difference when processing samples with this tool.*

#### **Suggested Evidence:**

- Porous Materials- Rocks, Bricks
- Clothing - Pants Pockets, Masks
  - Touch/Contact DNA
  - If no DNA results achieved before.
- Car Seats & Trunks
- Cold Case Evidence
- Rope
- Large Surface Areas



## NGS, Targeted SNP Testing & Whole Genome Mitochondrial DNA Testing on the MiSeq FGx®

Forensic Genetic Genealogy cases can now be processed by an ISO/IEC 17025:2017, and FBI QAS accredited forensic laboratory with over 18 years of experience from start to finish. SNP testing that is used for FGG was previously developed for commercial family ancestry testing and required significantly more input DNA than what is needed for traditional forensic DNA analysis. In many cases, crime scene evidence results in limited amounts of DNA, and many cases previously did not yield enough DNA to conduct the SNP testing utilized for FGG.

We prioritized bringing this new technology online at our laboratory because we saw so many cases not eligible for analysis with the existing technology. We have already experienced the solving power of Kintelligence in casework, and we are thrilled to continue to assist law enforcement in 2022 with new leads on cold cases!



**Human-Specific and  
uses 10,230 SNP markers!**

*Family Owned & Run DNA Laboratory*

Visit our offices at: 700 W Hillsboro Blvd. Bldg. 3. Deerfield Beach, FL 33441. P. 954.426.5163

[Clientservices@dnalabsinternational.com](mailto:Clientservices@dnalabsinternational.com)

## A Dedicated Company — Our People Make Us Great!

DNA Labs International requires the highest level of quality and expertise of all its employees. Scientists processing casework are well-rounded and have experience analyzing every type of evidence conceivable. Our scientists are innovative and passionate about helping you attain the best results possible.

We hope this letter has given you an introduction to the work we are trying to accomplish together. Please use us as a resource for any questions that you have any time.



*Thank You!*

Sincerely,

**Your Client Experience Team**

*Christine, Cassy, Dani & Your DLI Family!*

*“Your attention to detail in each case has led to many successful prosecutions of career offenders who have long criminal histories and have guns. These guilty convictions put repeat offenders in jail where they cannot cause harm to the public. Thanks for the great work, and we shall work many more cases in the future.”*

**Det. Stephen Barborini**

Retired ATF SAC - West Palm Beach Field Office, Now with the Palm Beach County Sheriff's Office

*Family Owned & Run DNA Laboratory*

Visit our offices at: 700 W Hillsboro Blvd. Bldg. 3. Deerfield Beach, FL 33441. P. 954.426.5163

[Clientservices@dnalabsinternational.com](mailto:Clientservices@dnalabsinternational.com)

**DNA Labs International**  
700 W Hillsboro Blvd Bldg 3  
Deerfield Beach, FL 33441 US  
+1 9544265163  
accounting@dnalabsinternational.com  
www.dnalabsinternational.com



## QUOTE

### BILL TO

Fulton County Police Dept.  
5440 Fulton Industrial Bl.  
Atlanta, GA 30336

**QUOTE #** 22-2425

**DATE** 08/29/2022!

**DUE DATE** 09/28/2022

**TERMS** Net 30

### AGENCY CASE #

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
<b>Accessioning/Screening - Spent Shell Base</b>	Spent Shell Casings Swab Preparation and/or Bodily Fluid Identification - Base screening	1	895.00	895.00
<b>Accessioning/Screening - Small Cartridge - Spent Shell</b>	Sample Preparation and/or Bodily Fluid Identification - Small Cartridge	6	295.00	1,770.00
<b>DNA Analysis/Testing - Nuclear - Spent Shells</b>	Spent Shell Casings Sample DNA Analysis	1	995.00	995.00
<b>Accessioning/Screening - Swabs</b>	Sample Preparation and/or Bodily Fluid Identification of Evidence Received - Door Handle Swab Interior and Exterior	1	495.00	495.00
<b>DNA Analysis/Testing - Nuclear</b>	Case Work Evidence Sample submitted - Door Handle Swab Interior and Exterior	1	995.00	995.00

A 3% processing fee will be added for any credit card payments.

BALANCE DUE

**\$5,150.00**

Thank you for choosing our lab.  
We appreciate your prompt payment.



## **INTER-OFFICE MEMORANDUM**

**DATE:** October 14, 2022

**TO:** Felicia Strong-Whitaker, Director, Purchasing and Contract Compliance

**FROM:** W. Wade Yates, Police Chief 

**SUBJECT:** Contractor's Performance Report – DNA Labs International

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POLICE HEADQUARTERS • 4701 FULTON INDUSTRIAL BLVD • ATLANTA, GEORGIA 30336 • 404-613-5700 • FAX 404-730-5758

The Police Department has not done business with DNA Labs International since 2017. Therefore, there is no Contractor's Performance Report in the current database.

If you require additional information, please call me at 404-613-5705.

Thank you.





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0816

**Meeting Date:** 11/2/2022

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

Presentation of Proclamations and Certificates.

Proclamation recognizing “Operation Green Light for Veterans Appreciation Day.” **(Hausmann)**

Proclamation recognizing “Shatterproof Appreciation Day.” **(Ellis)**

Proclamation recognizing “Reverend Clifton Dawkins Appreciation Day.” **(Hall)**

Proclamation recognizing “Navy Week Atlanta.” **(Hall)**

Proclamation recognizing “Kendall Rae’s Green Heart Appreciation Day.” **(Abdur-Rahman)**







# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 22-0818

**Meeting Date:** 11/2/2022

### Department

Police

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

Request a Public Hearing for alcohol beverage license application submitted by Citgo Happy Store for the retail sale of Wine and Malt Beverages at 4060 Martin Luther King Blvd, Atlanta Ga. 30336.

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

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

Public Hearing required by the Fulton County by the Fulton County Alcoholic Beverage License Ordinance; Section 6-201 (a) (1).

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

Justice and Safety

### Commission Districts Affected

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

### Is this a purchasing item?

No

### Summary & Background

The Police Department recommends a public hearing to be held on November 2, 2022, for the following alcohol beverage application.

Citgo Happy Store whose owner Ms. Shainaz Sultana have made application to the Board of Commissioners for the retail sale of Wine and Malt Beverages at the business located at 4060 Martin Luther King Drive, Atlanta Georgia 30336.

The application was received by the Police on August 16, 2022 and complies with the Alcohol Beverage

License Ordinance Section 6-20. Applicable requests for compliance review have been made to the following departments: Police, Fire, Zoning, Code Enforcement.

Upon completion of the Police Departments investigation and receipt of approvals from appropriate departments, a final hearing for approval will be scheduled before the Board of Commissioners

**Community Impact:** There is no Community Impact

**Department Recommendation:** There are no Department Recommendations

**Project Implications:** There are no Project Implications

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

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





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0819

**Meeting Date:** 11/2/2022

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

Presentation: Development Authority of Fulton County GASB 77





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 22-0820

Meeting Date: 11/2/2022

### Department

Real Estate and Asset Management

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

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 21ITB130447C-GS, Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H & I) in an amount not to exceed \$1,036,470.00 with (A) Chi-Ada Corporation, (Atlanta, GA) in an amount not to exceed \$587,668.00; (B) Quality Cleaning Services, Inc. (Douglasville, GA) in an amount not to exceed \$261,756.00; and (C) American Facility Services, Inc. (Alpharetta, GA) in an amount not to exceed \$187,046.00, to provide the highest quality cleaning services for selected Fulton County facilities for Janitorial Groups E (South Libraries), F (Other Offices North & Other Offices South), G (South Senior Centers), H (Arts Centers) and I (North & South Service Centers). This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2023 through December 31, 2023.

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

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

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

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background** Request approval to renew existing contracts to provide general cleaning for selected Fulton County facilities (Groups E, F, G, H & I) for the Department of Real

Estate and Asset Management (DREAM) for FY2023.

**Scope of Work:** These contracts furnish all materials, labor, tools, janitorial equipment cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality janitorial services at these selected County facilities which consists of:

1. **Group E (South Libraries)** consists of 14 facilities: Adams Park, Cleveland, College Park, East Point, Fairburn, Hapeville, South Fulton, Southwest Regional, Washington Park, West End, Wolf Creek, Palmetto, Metropolitan and Southeast Atlanta Libraries and one parking area (South Fulton Parking Deck), with a total of 205,925 cleanable sq. ft.
2. **Group F (Other Offices North)** - consists of two (2) facilities: Drug Court Training Center and Customer Service Center, formally WROC, with a total of 61,315 cleanable sq. ft.
3. **Group F (Other Offices South)** consists of eight (8) facilities: Public Safety Training Center, Cooperative Extension, Data Processing Storage, Fulton Clubhouse for Youth, Firing Range, Information Technology Warehouse, Sheriff Old National, and Bethlehem-Birdine Senior Center, with a combined total of 54,149 cleanable sq. ft.
4. **Group G (South Senior Centers)** consists of eight (8) facilities: HJC Bowden, Camp Truitt, Palmetto, Quality Living services, Hapeville, Camp Truitt 4-H Ed Center, New Beginnings and Southeast Senior Centers, with a combined total of 92,008 cleanable sq. ft.
5. **Group H (Arts Centers)** consists of three (3) facilities: West End Arts, Hammond House, and Aviation Community Cultural Center, with a combined total of 23,654 cleanable sq. ft.
6. **Group I (Service Centers)** consist of two (2) facilities: North & South Service Centers, with a total of 90,368 cleanable sq. ft.

**Community Impact:** The overall community impact is to provide clean and sanitary facilities for the selected County facilities.

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

1. **Chi-Ada Corporation** is responsible for providing janitorial services for Groups: Group E: (South Libraries), Group F (Other Offices North and Other Offices South), and Group H (Arts Centers).
2. **Quality Cleaning Services, Inc.** is responsible for providing janitorial services for Group G (South Senior Centers).
3. **American Facility Services, Inc.** is responsible for providing janitorial services for Group I (North & South Service Centers).



The requested spending authority in the total amount of \$1,036,470.00 is an increase of \$264,541.00 over 2022, which is largely because the original contract was initially for 9-months, effective from April 1, 2022 through December 31, 2022, in the total amount of \$771,929.00 (BOC Item #22-0150).

These are a time and material contracts. The total requested spending authority in the amount of \$1,036,470.00 is sufficient to cover the costs for cleaning materials, janitorial supplies, labor hours to include day porters; additional events and unanticipated emergencies that may require additional janitorial support to maintain the required cleaning in these County facilities for FY2023.

#### Historical Expenditures:

- FY2022: The County expenditure as of 9/23/2022, is \$423,087.65
- FY2021: The County spent \$798,773.13
- FY2020: The County spent \$786,151.30
- FY2019: The County spent \$801,746.29
- FY2018: The County spent \$803,444.20
- FY2017: The County spent \$758,401.63

**Project Implications:** These contracts are designed to provide and maintain sustainable, clean and sanitary County facilities. The effective cleaning program is critical component for keeping a healthy and productive environment.

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

**Department Issues/Concerns:** If these contracts are not approved, the Department will not be able to provide janitorial services for these selected County facilities.

### Contract Modification

#### (A) Chi-Ada Corporation

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0150	3/2/22	\$437,224.00
<b>1st Renewal</b>			<b>\$587,668.00</b>
Total Revised Amount			\$1,024,892.00

#### (B) Quality Cleaning Services, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0150	3/2/22	\$194,646.00
<b>1st Renewal</b>			<b>\$261,756.00</b>
Total Revised Amount			\$456,402.00

#### (C) American Facility Services, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0150	3/2/22	\$140,059.00
<b>1st Renewal</b>			<b>\$187,046.00</b>
Total Revised Amount			\$327,105.00

**Contract & Compliance Information** *(Provide Contractor and Subcontractor details.)*
**Total Contract Value: \$1,036,470.00**
**(A)**
**Contract Value: \$587,668.00**
**Prime Vendor: Chi-ADA Corporation**
**Prime Status: African American Male Business Enterprise- Non-Certified**
**Location: Atlanta, GA**
**County: Fulton County**
**Prime Value: \$570,037.96 or 97.00%**
**Subcontractor: McKenzie's Cleaning**
**Subcontractor Status: African American Female Business Enterprise-Certified**
**Location: Atlanta, GA**
**County: Fulton County**
**Subcontractor Value: \$17,630.04 or 3.00%**
**Total Contract Value: \$587,668.00 or 100.00%**
**Total M/FBE Value: \$587,668.00 or 100.00%**
**(B)**
**Contract Value: \$261,756.00**
**Prime Vendor: Quality Cleaning Services, Inc.**
**Prime Status: African American Male Business Enterprise-Certified**
**Location: Douglasville, GA**
**County: Douglas County**
**Prime Value: \$261,756.00 or 100.00%**
**Subcontractor: None**
**Total Contract Value: \$261,756.00 or 100.00%**
**Total M/FBE Value: \$261,756.00 or 100.00 %**
**(C)**
**Contract Value: \$187,046.00**
**Prime Vendor: American Facility Services**
**Prime Status: Non-Minority**
**Location: Alpharetta, GA**
**County: Fulton County**
**Prime Value: \$149,636.80 or 80.00%**

**Subcontractor:** Ascential Technologies  
**Subcontractor Status:** African American Female Business Enterprise-Certified  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Subcontractor Value:** \$37,409.20 or 20.00%

**Total Contract Value:** \$187,046.00 or 100.00%  
**Total M/FBE Value:** \$37,409.20 or 20.00%

**Grand Contract Value:** \$1,036,470.00 or 100.00%  
**Grand M/FBE Value:** \$886,833.20 or 85.56%

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

Exhibit 1: Contract Renewal Agreements  
Exhibit 2: Contractor's Performance Reports  
Exhibit 3: Contract Renewal Evaluation Form

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

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

**Contract Attached**

Yes

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$771,929.00  
Previous Adjustments: \$0.00  
This Request: \$1,036,470.00  
TOTAL: \$1,808,399.00

**Grant Information Summary**

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

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

100-520-5221-1176: General, Real Estate and Asset Management, Cleaning Services- \$1,036,470  
"Subject to availability of funding adopted for FY2023 by BOC"

Key Contract Terms	
<b>Start Date:</b> 1/1/2023	<b>End Date:</b> 12/31/2023
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b> <input type="radio"/> renewal option remains

**Overall Contractor Performance Rating:**

Chi-ADA Corporation	2.80
Quality Cleaning Services, Inc.	2.80
American Facility Services	2.80

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

Yes

**Report Period Start:**  
4/1/2022

**Report Period End:**  
6/30/2022



**DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE**

**CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT:** Real Estate and Asset Management

**BID/RFP# NUMBER:** 21ITB130447C-GS (A)

**BID/RFP# TITLE:** Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H & I)

**ORIGINAL APPROVAL DATE:** 3/2/2022

**RENEWAL EFFECTIVE DATES:** 1/ 1/ 2023 **THROUGH** 12/ 31/2023

**RENEWAL OPTION #:** 1 OF 2

**NUMBER OF RENEWAL OPTIONS:** 2

**RENEWAL AMOUNT:** \$587,668.00

**COMPANY'S NAME:** Chi-Ada Corporation

**ADDRESS:** 4820 W. Commercial Blvd

**CITY:** Tamarac

**STATE:** FL

**ZIP:** 33169

**This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE:**                      **BOC NUMBER:**

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: Bid #21ITB130447C-GS (A)

**FULTON COUNTY, GEORGIA**

**CHI-ADA CORPORATION**

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

\_\_\_\_\_  
Bartholomew Okoro  
President

**ATTEST:**

**ATTEST:**

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

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

(Affix County Seal)

(Affix Corporate Seal)

**AUTHORIZATION OF RENEWAL:**

**ATTEST:**

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

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

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

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

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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**DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE**

**CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT:** Real Estate and Asset Management

**BID/RFP# NUMBER:** 21ITB130447C-GS (B)

**BID/RFP# TITLE:** Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H & I)

**ORIGINAL APPROVAL DATE:** 3/2/2022

**RENEWAL EFFECTIVE DATES:** 1/ 1/ 2023 **THROUGH** 12/ 31/2023

**RENEWAL OPTION #:** 1 OF 2

**NUMBER OF RENEWAL OPTIONS:** 2

**RENEWAL AMOUNT:** \$261,756.00

**COMPANY'S NAME:** QCS Cleaning, Inc, dba Quality Cleaning Services, Inc.

**ADDRESS:** 6308 Linecrest Drive

**CITY:** Douglasville

**STATE:** GA

**ZIP:** 30134

**This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE:**                      **BOC NUMBER:**

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: Bid #21ITB130447C-GS (B)

**FULTON COUNTY, GEORGIA**

**QCS CLEANING, INC. DBA QUALITY  
CLEANING SERVICES, INC.**

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

\_\_\_\_\_  
**Clifford Featherstone  
President/CEO**

**ATTEST:**

**ATTEST:**

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

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

**(Affix County Seal)**

**(Affix Corporate Seal)**

**AUTHORIZATION OF RENEWAL:**

**ATTEST:**

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

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

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

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

**(Affix Notary Seal)**

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

**CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT:** Real Estate and Asset Management

**BID/RFP# NUMBER:** 21ITB130447C-GS (C)

**BID/RFP# TITLE:** Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H & I)

**ORIGINAL APPROVAL DATE:** 3/2/2022

**RENEWAL EFFECTIVE DATES:** 1/ 1/ 2023 **THROUGH** 12/ 31/2023

**RENEWAL OPTION #:** 1 OF 2

**NUMBER OF RENEWAL OPTIONS:** 2

**RENEWAL AMOUNT:** \$187,046.00

**COMPANY'S NAME:** American Facility Services, Inc.

**ADDRESS:** 1325 Union Hill Industrial Court, Suite A

**CITY:** Alpharetta

**STATE:** GA

**ZIP:** 30004

**This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE:**                      **BOC NUMBER:**

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: Bid #21ITB130447C-GS (C)

**FULTON COUNTY, GEORGIA**

**AMERICAN FACILITYSERVICES, INC.**

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

\_\_\_\_\_  
**Andrea Nugent  
Proposal Manager**

**ATTEST:**

**ATTEST:**

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

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

**(Affix County Seal)**

**(Affix Corporate Seal)**

**AUTHORIZATION OF RENEWAL:**

**ATTEST:**

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

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

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

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

**(Affix Notary Seal)**

<b>ITEM#:</b> _____ <b>RCS:</b> _____ <b>RECESS MEETING</b>	<b>ITEM#:</b> _____ <b>RM:</b> _____ <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
4/1/2022	6/30/2022	4/1/2022	12/31/2022
Purchaser Order Number		Purchase Order Date	
042022-0593		4/20/2022	
Department			
Real Estate and Asset Management			
Bid Number		Service Commodity	
21ITB130447C-GS		Janitorial Services for Groups E, F and H	
Contractor			
Chi-ADA Corporation			
<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	Chi-Ada has provided a good level of service overall during this rating period. Contract requirements are generally met, and when they are not they are resolved quickly. The Project Manager for Chi-Ada is open to communication and direction.		
<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	Milestones have been generally met during this period, and Chi-Ada has been responsive in resolving any deficiencies. They could still improve in the areas of quality control and regularly scheduled periodic tasks.		
<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 Project Manager for Chi-Ada communicates well and is generally responsive. Problems and issues have been relayed to County staff in a timely manner.
<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	Customers have expressed an average level of satisfaction with the service provided by Chi-Ada during this rating period. Service would likely improve with additional quality control.
<input type="radio"/>	1	
<input checked="" type="radio"/>	2	
<input type="radio"/>	3	
<input type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	Chi-Ada has demonstrated a good working knowledge of janitorial service and cleaning practices. They also have experience and knowledge of County practices and expectations. Management is generally available as needed.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

Overall Performance Rating	2.80	Date	5/13/2022
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Darwin White		
Department Head Name:	Joseph N. Davis		
Department Head Signature	<i>JOSEPH DAVIS</i>		

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

Submit

Print

Save





**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
4/1/22	6/30/22	4/1/2022	12/31/2022
Purchaser Order Number		Purchase Order Date	
042022-0594		4/20/2022	
Department			
Real Estate and Asset Management			
Bid Number		Service Commodity	
21ITB130447C-GS		Janitorial Services Group G	
Contractor			
Quality Cleaning Services			
<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	QCS continues to provide good janitorial service in the South Senior Centers. There are limited complaints / concerns expressed by staff and they are handled quickly when the Project Manager is contacted.		
<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 Project Manager for Quality Cleaning Services continues to be responsive during this rating period, and the milestones are generally met.		
<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 Project Manager for Quality Cleaning is responsive to issues / concerns and communicates well with DREAM staff and the Senior Center staff.
<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	Overall, Quality has met the expectations of the customers. They have expressed a general satisfaction with the level of service provided by the company. When concerns do arise, they are generally dealt with in a timely and satisfactory manner.
<input type="radio"/>	1	
<input checked="" type="radio"/>	2	
<input 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 Project Manager for Quality has demonstrated a good working knowledge of cleaning practices and the general operations of the County.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

Overall Performance Rating	2.80	Date	5/13/2022
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Darwin White		
Department Head Name:	Joseph N. Davis		
Department Head Signature	<i>Joseph Davis</i>		

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

Submit

Print

Save





**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
04/01/2022	06/30/2022	04/01/2022	12/31/2022
Purchaser Order Number		Purchase Order Date	
042022-0596		04/20/2022	

Department

**REAL ESTATE AND ASSET MANAGEMENT**

Bid Number	Service Commodity
21ITB130447C-GS	Janitorial Services - Group I

Contractor

American Facility Services

**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	American Facility Services has provided good service overall at the North and South Service Centers during this rating period. They have demonstrated a good working knowledge of general janitorial practices and a willingness to resolve any deficiencies. Going forward, more follow-up of evening cleaning would be beneficial.
<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	Milestones have generally been met, and they have responded to any issues in a timely manner. Note that there were times when the Behavioral Health areas at the South were missed during evening cleaning, and evening detail cleaning generally was not to standard. However, there has been some improvement. AFS could further improve in this area by
<input type="radio"/>	1	
<input checked="" type="radio"/>	2	
<input type="radio"/>	3	
<input type="radio"/>	4	

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	Project Managers for AFS have been responsive and cooperative with County staff. They have demonstrated a desire to improve in any areas of service that are weak. Their service could still benefit from improved training and follow up of evening cleaning.
<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)
	0	Customers have expressed a good level of satisfaction overall with the services provided by AFS at the North and South Service Centers. Expectations have generally been met and any problems resolved.
	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	Key personnel for AFS have shown a desire to provide good service in the North and South Service Centers. They are knowledgeable, and they have generally been available when needed for problem resolution. AFS could continue to improve a bit in the area of quality control.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

Overall Performance Rating	2.80	Date	7/13/22
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Darwin White and Carlos Gordon		
Department Head Name:	Joseph N. Davis		
Department Head Signature	<i>Joseph Davis</i>		

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

Submit

Print

Save



## Contract Renewal Evaluation Form

<b>Date:</b>	<b>July 18, 2022</b>
<b>Department:</b>	<b>Real Estate and Asset Management</b>
<b>Contract Number:</b>	<b>21ITB130447C-GS</b>
<b>Contract Title:</b>	<b>Janitorial Services for Selected County Facilities (Groups E, F, G, H &amp; I)</b>

**Instructions:**

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

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

The Scope of Work for this contract cannot be reduced because we do not have the in-house capabilities to furnish all janitorial services and labor, materials, cleaning supplies (soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality of janitorial services at these County facilities.

These contracts furnish all materials, labor, tools, janitorial equipment cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality janitorial services at these selected County facilities which consists of 37 buildings.

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

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

Date of search:	Click here to enter a date.
Price found:	Click here to enter text.
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

**Explanation / Notes:**

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

☐ **Market Survey of other jurisdictions:**

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

**Explanation / Notes:**

Costs vary considerably depending on how much you want done and how often, and pricing is not at all clear-cut -- it depends a great deal on the company and building type. Many janitorial cleaning companies will charge a flat rate. The average cost to clean per square foot is approximately range from \$1.08 to 1.45. Compared to City of Atlanta, the County is paying comparable price for janitorial services.

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

Click here to enter text.

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

FY2022 The County expenditures as of 9/22/2022, \$423,087.65

FY2021 The County spent \$798,773.13

FY2020 The County spent \$786,151.30

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

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

Date of last purchase: Click here to enter a date.

Price paid: Click here to enter text.



Inflation rate:

[Click here to enter text.](#)

Adjusted price:

[Click here to enter text.](#)

Percent difference between past purchase price and renewal price:

[Click here to enter text.](#)

**Explanation / Notes:**

[Click here to enter text.](#)

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

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

Service was performed in-house for approximately 3 years but proved to be costly and ineffective. Due to the projected Health Care requirement, high absenteeism rate and rising supply cost, it was more cost effective to outsource the services.

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

If these renewals are not approved, there will be a delay in providing Janitorial Services for selected County Facilities. The overall impact is that clean and sanitary facilities will reduce any potential disease and sickness to County employees and patrons in these facilities.

*James Morehead*

James Morehead, Building Services Mgr.

September 22, 2022

**Prepared by**

**Date**

*Joseph Davis*

Joseph N. Davis, Director

September 22, 2022

**Department Head**

**Date**





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 22-0821

**Meeting Date:** 11/2/2022

### Department

Public Works

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

Request approval to renew an existing contract - Department of Public Works, 21ITB000019A-CJC, Water Meter Reading in an amount not to exceed \$392,496.00 with Bermex, Inc. (Stow, OH) to provide water meter reading services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2023, through December 31, 2023.

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

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

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

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** Department of Public Works recommends the renewal of the contract with Bermex, Inc. to provide water meter reading services.

**Scope of Work:** The contractor provides daily water meter readings and completion of field service orders for the water distribution system in the North Fulton County Service Area. In order to accurately bill and collect funds for water used and sewage treated, the quantity of water used by customers of the North Fulton County Water System is continuously metered. Water meters are read on a monthly or bi-monthly basis to determine the quantity used and associated charges to be billed.

The contractor will be required to complete approximately 2,000-meter reads per workday, as assigned by the Departments of Public Works and Finance.

**Community Impact:** Without accurate meter readings, the Public Works and Finance Departments are not able to ensure timely and accurate collection of fees for the delivery of water service.

**Department Recommendation:** The Department of Public Works recommends approval of the renewal contract to Bermex, Inc. with one remaining renewal option.

**Project Implications:** Billing and collections will be severely impacted if these services are not provided.

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

**Department Issues/Concerns:** The Department of Public Works has no issues or concerns.

**Contract Modification:**

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0976	12/1/2021	\$442,500.00
1st Renewal			<b>\$392,496.00</b>
Total Revised Amount			\$834,996.00

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

**Contract Value:** \$392,496.00

**Prime Vendor:** Bermex, Inc

**Prime Status:** Non-Minority

**Location:** Stow, Ohio

**County:** Summit County

**Prime Value:** \$392,496.00 or 100.00%

**Total Contract Value:** **\$392,496.00 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 Renewal Agreement

Exhibit: 2 Contract Renewal Evaluation

Exhibit: 3 Contractor Performance Report

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

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

**Contract Attached**

No

### Previous Contracts

Yes

### Total Contract Value

Original Approved Amount: \$442,500.00  
Previous Adjustments: \$0.00  
This Request: \$392,496.00  
TOTAL: \$834,996.00

### Grant Information Summary

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

### Fiscal Impact / Funding Source

#### Funding Line 1:

201-540-2112-1160: Water & Sewer Revenue, Public Works, Professional Services - \$392,496.00

Key Contract Terms	
Start Date: 1/1/2023	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms: <input type="radio"/> option remains

**Overall Contractor Performance Rating:** 4.0

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

Yes

**Report Period Start:** 4/1/2022  
**Report Period End:** 6/30/2022



## **CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT: PUBLIC WORKS**

**BID/RFP# NUMBER: 21ITB000019A-CJC**

**BID/RFP# TITLE: Water Meter Reading**

**ORIGINAL APPROVAL DATE: 12/1/2021**

**RENEWAL EFFECTIVE DATES: January 1, 2023 through December 31, 2023**

**RENEWAL OPTION #: 1 OF 2**

**NUMBER OF RENEWAL OPTIONS: 2**

**RENEWAL AMOUNT: \$392,496.00**

**COMPANY'S NAME: Bremex, Inc.**

**ADDRESS: 4500 Courthouse Blvd., Suite 150**

**CITY: Stow**

**STATE: OH**

**ZIP: 44224**

**This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:**

**SIGNATURES: SEE NEXT PAGE**



**SIGNATURES:**

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

**FULTON COUNTY, GEORGIA**

**BERMEX, INC.**

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

\_\_\_\_\_  
**Joe Marshall  
Business Development Manager**

**ATTEST:**

**ATTEST:**

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

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

**(Affix County Seal)**

**(Affix Corporate Seal)**

**AUTHORIZATION OF RENEWAL:**

**ATTEST:**

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

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

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

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

**(Affix Notary Seal)**

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

## Contract Renewal Evaluation Form

<b>Date:</b>	9/16/2022
<b>Department:</b>	Public Works
<b>Contract Number:</b>	21ITB000019A-CJC
<b>Contract Title:</b>	Water Meter Reading

**Instructions:**

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

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

Water Meter Reading is based on a pre-determined number of water meters. Currently, water meter reading is performed both manually and utilizing radio read technology. Reducing the number of manual meters will help minimize future cost.

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

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

Date of search: 9/16/2022

Price found:

Different features / Conditions:

Percent difference between internet price and renewal price:

**Explanation / Notes:**

Internet search did not reveal any relevant contracts.

**X Market Survey of other jurisdictions:**

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	

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

**Explanation / Notes:**

See attached Market Survey

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

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

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

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

Date of last purchase:

Price paid:

Inflation rate:

Adjusted price:

Percent difference between past purchase price and renewal price:

**Explanation / Notes:**

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

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

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

Without accurate meter reading, the Public Works and Finance Departments are not able to ensure timely and accurate collection of fees for delivery of water service.

Josh Van Horn

9/23/2022

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**Prepared by**

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**Date**



9/27/2022

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**Department Head**

---

**Date**

## MARKET SURVEY

**Contract Number: 21ITB000019A-CJC**

**Contract Title: Water Meter Reading**

**Prepared by: Josh Van Horn**

I have completed a telephone market survey of the following organizations and received the comments noted.

<b>Organization:</b>	<b>Cobb County</b>	<b>Clayton County</b>	<b>Dekalb County</b>	<b>Gwinnett County</b>	<b>State Purchasing</b>
<b>Person:</b>	Stephanie Brice	Kathy Bogart	Cathryn Horner	Katie Maldonado	No Water
<b>Phone No.:</b>	770 528-8439	770 960-5882	404 371-6334	770 822-8720	
<b>Position:</b>	Purch. Supervisor	Purch. Supervisor	Procurement Manager	Purchasing Assoc.	
<b>Are you aware of any new vendors?</b>	No Response	No Response	No Response	No Response	
<b>Are you aware of a reduction in pricing in this industry?</b>	NR	NR	NR	NR	
<b>How does pricing compare to FC's current contract?</b>	NR	NR	NR	NR	
<b>Considering all factors, would you renew or re-bid now?</b>	NR	NR	NR	NR	
<b>Term of contract.</b>	NR	NR	NR	NR	





**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**GOODS AND COMMODITIES**

Report Period Start 4/1/2022	Report Period End 6/30/2022	Contract Period Start 1/1/2022	Contract Period End 12/31/2022
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Purchaser Order Number 21ITB000019A-CJC	Purchase Order Date 5/17/2022
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Department

**PUBLIC WORKS**

Bid Number	Service Commodity Meter Reading Services
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Contractor

Bermex, Inc.

**Performance Rating**

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

1. Quality of Goods/Services

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


<input type="radio"/>	0	No issues to report.
<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	No issues to report.
<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	No issues to report.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	No issues to report.
	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	No issues to report.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	4.00	Date	9/23/2022
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Josh Van Horn		
Department Head Name:			
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.: 22-0822

Meeting Date: 11/2/2022

### Department

Public Works

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

Request approval to renew existing contracts - Department of Public Works, 21ITB081321K-CRB, Standby Miscellaneous Construction Wastewater System Services in an total amount not to exceed \$12,700,000.00 with (A) Site Engineering, Inc. (Atlanta, GA) in an amount not to exceed \$3,300,000.00; (B) Wade Coots Company, Inc. (Austell, GA) in an amount not to exceed \$3,200,000.00; (C) Sol Construction, LLC (Atlanta, GA) in an amount not to exceed \$3,100,000.00; and, (D) Kemi Construction Company, Inc. (College Park, GA) in an amount not to exceed \$3,100,000.00 to provide standby miscellaneous construction wastewater system services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2023 through December 31, 2023.

### 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.)*

**Scope of Work:** These standby contracts consist of providing all labor, equipment, and materials necessary for the construction, installation, and repair of sewer mains, wastewater service lines, and projects associated with the spill mitigation program to reduce the inflow and infiltration of storm water into the sanitary system within both North and South Fulton County service areas. The work includes providing an emergency wastewater main repair crew on an as needed basis as directed by Public Works staff .

**Community Impact:** Wastewater repairs can be made expeditiously under the standby contracts which will decrease the amount of time wastewater service may be interrupted to customers.

**Department Recommendation:** The Department of Public Works recommends approval.

**Project Implications:** Without the assistance of on-call, standby contractors, the amount of repair work that can be completed by Fulton County will be limited, especially in emergency situations.

**Community Issues/Concerns:** No concerns have been raised to Public Works staff concerning adding the amendment to these awards

**Department Issues/Concerns:** Public Works does not have any concern or issues. The four firms have satisfactorily provided on-call wastewater construction services to Fulton County in the past.

## Contract Modification

### (A) Site Engineering

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0979	12/01/2021	\$3,300,000.00
1st Renewal			\$3,300,000.00
Total Revised Amount			\$6,600,000.00

### (B) Wade Coots Company, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0979	12/01/2021	\$3,200,000.00
1st Renewal			\$3,200,000.00
Total Revised Amount			\$6,400,000.00

### (C) Sol Construction, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0979	12/01/2021	\$3,100,000.00
1st Renewal			\$3,100,000.00
Total Revised Amount			\$6,200,000.00

**(D) Kemi Construction Co.**

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0979	12/01/2021	\$3,100,000.00
1st Renewal			\$3,100,000.00
Total Revised Amount			\$6,200,000.00

**Contract & Compliance Information** *(Provide Contractor and Subcontractor details.)***Contract Value:** \$12,700,000.00**(A)****Contract Value:** \$3,300,000.00**Prime Vendor:** Site Engineering**Prime Status:** SBE - Certified**Location:** Atlanta, GA**County:** Fulton County**Prime Value:** \$2,805,000.00 or 85.00%**Subcontractor:** JDJ Hauling**Subcontractor Status:** African American Male Business Enterprise-Certified**Location:** Decatur, GA**County:** DeKalb County**Subcontractor Value:** \$495,000.00 or 15.00%**Total Contract Value:** \$3,300,000.00 or 100.00%**Total M/FBE Value:** \$3,300,000.00 or 100.00%**(B)****Contract Value:** \$3,200,000.00**Prime Vendor:** Wade Coats Company, Inc.**Prime Status:** Non-Minority**Location:** Austell, GA**County:** Cobb County**Prime Value:** \$3,200,000.00 or 100.00%**Total Contract Value:** \$3,200,000.00 or 100.00%**Total M/FBE Value:** \$-0-**(C)****Contract Value:** \$3,100,000.00**Prime Vendor:** Sol Construction, LLC**Prime Status:** Hispanic Female Business Enterprise-Certified**Location:** Atlanta, GA**County:** Fulton County**Prime Value:** \$2,666,000.00 or 86.00%**Subcontractor:** Mechanical Jobbs

**Subcontractor Status:** Hispanic Male Business Enterprise-Certified  
**Location:** Lithonia, GA  
**County:** Dekalb County  
**Subcontractor Value:** \$93,000.00 or 3.00%

**Subcontractor:** Global Control  
**Subcontractor Status:** Asian Female Business Enterprise-Certified  
**Location:** Smyrna, GA  
**County:** Cobb County  
**Subcontractor Value:** \$62,000.00 or 2.00%

**Subcontractor:** Lori's Transportation  
**Subcontractor Status:** African American Male Business Enterprise-Certified  
**Location:** Alpharetta, GA  
**County:** Fulton County  
**Subcontractor Value:** \$155,000.00 or 5.00%  
**Subcontractor:** Llamas Coding  
**Subcontractor Status:** Hispanic Male Business Enterprise-Certified  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Subcontractor Value:** \$93,000.00 or 3.00%

**Subcontractor:** Reeves Associate  
**Subcontractor Status:** African American Female Business Enterprise-Certified  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Subcontractor Value:** \$31,000.00 or 1.00%

**Total Contract Value:** \$3,100,000.00 or 100.00%  
**Total M/FBE Value:** \$3,100,000.00 or 100.00%

**(D)**  
**Contract Value:** \$3,100,000.00  
**Prime Vendor:** Kemi Construction Co.  
**Prime Status:** African American Male Business Enterprise-Certified  
**Location:** College Park, GA  
**County:** Clayton County  
**Prime Value:** \$2,604,000.00 or 84.00%

**Subcontractor:** Civil Works  
**Subcontractor Status:** African American Male Business Enterprise-Certified  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Subcontractor Value:** \$310,000.00 or 10.00%

**Subcontractor:** Integrated Construction Mgmt.

**Subcontractor Status:** African American Female Business Enterprise-Non-Certified  
**Location:** Decatur, GA  
**County:** Dekalb County  
**Subcontractor Value:** \$93,000.00 or 3.00%

**Subcontractor:** The K & E Group  
**Subcontractor Status:** African American Female Business Enterprise-Non-Certified  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Subcontractor Value:** \$93,000.00 or 3.00%

**Total Contract Value:** \$3,100,000.00 or 100.00%  
**Total M/FBE Value:** \$3,100,000.00 or 100.00%

**Grand Total Contract Value:** \$12,700,000.00 or 100.00%  
**Grand Total M/FBE Value:** \$9,500,000.00 or 74.80%

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

Exhibit 1: Contractor Performance Reports  
Exhibit 2: Contractor Renewal Agreements  
Exhibit 3: Contractor Renewal Evaluation Form

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

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

**Contract Attached**

Yes

**Previous Contracts**

Choose an item.

**Total Contract Value**

Original Approved Amount: \$12,700,000.00  
Previous Adjustments: \$0.00  
This Request: \$12,700,000.00  
TOTAL: \$25,400,000.00

**Grant Information Summary**

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

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**Agenda Item No.:** 22-0822

**Meeting Date:** 11/2/2022

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Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

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

#### **Funding Line 1:**

203-540-5400-I067: Water & Sewer R & E, Public Works, Misc. Sewer Line Project - \$12,700,000.

<b>Key Contract Terms</b>	
<b>Start Date:</b> 1/1/2023	<b>End Date:</b> 12/31/2023
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b>

#### **Overall Contractor Performance Rating:**

(A) Site Engineering	3.8
(B) Wade Coots Company, Inc	3.8
(C) Sol Construction, LLC	3.6
(D) Kemi Construction Company, Inc.	3.6

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

Yes

**Report Period Start:**  
7/1/2022

**Report Period End:**  
9/30/2022





**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**CONSTRUCTION SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
07/01/2022	09/30/2022	12/01/2021	12/31/22
Purchaser Order Number		Purchase Order Date	
540 22SCA011322K-CRB		02/10/22	

Department

**PUBLIC WORKS**

Bid Number	Service Commodity
21ITB081321K-CRB(C)	CONSTRUCTION
Contractor	

**SITE ENGINEERING**

**Performance Rating**

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

1. Project Development	(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)
<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4	Site Engineering employs highly qualified personnel with strong technical expertise, they're efficient and reliable

2. Design	(Were Milestones Met Per Contract – Reliability - Responsiveness to Directions/Change – On Time Completion Per Contract - Liquidated Damages)
<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4	Site Engineering has been accommodating and willing to make the necessary adjustments when field conditions change

3. Award - Proposal Development		(Timeless/Due Duties - Reasonable/Cooperative - Flexible/Motivated)
<input type="radio"/>	0	Site Engineering has consistently met our deadlines
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Constructions		(Mobilization Timely - Were Milestones Met - Met/Exceeded Specification - Within Budget Performance - Proper Invoicing - Quality of Work Responsive to Owner)
	0	Site Engineering has consistently shown good quality work within the stipulated budget
	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
5. Contractors Key Personnel		(Credential/Experience Appropriate- Effective Supervision/Management - Available as Needed)
<input type="radio"/>	0	Site Engineering has the effective supervision and management to produce successful outcomes on difficult projects
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	3.80	Date	9/21/2022
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Samuel Tamakloe		
Department Head Name:	DAVID CLARK		
Department Head Signature			

After completing the form:  
 Submit to Purchasing  
 Print a copy for your records  
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*S. Badg*  
 9-26-22





**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**CONSTRUCTION SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
07/01/22	09/30/22	07/01/22	12/31/22
Purchaser Order Number		Purchase Order Date	
540 22SC135545K-CRB			
Department			
Public Works			
Bid Number	Service Commodity		
21ITB081321K-CRB	Construction		
Contractor			

Wade Coots Company, Inc.

**Performance Rating**

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

1. Project Development	(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	Vendor achieves and complies with the standards most of the time. Personnel are highly qualified, very responsive and require minimal directions in performing the work.

2. Design	(Were Milestones Met Per Contract – Reliability - Responsiveness to Directions/Change – On Time Completion Per Contract - Liquidated Damages)
<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4	Vendor achieves milestones most of the time. Some delays but with minimal impact on the delivery of the project. Very responsive and flexible when given work change directives.

3. Award - Proposal Development		(Timeless/Due Duties - Reasonable/Cooperative - Flexible/Motivated)
<input type="radio"/>	0	Vendor demonstrates prompt service and delivery of the project. Handles problems in a timely manner.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Constructions		(Mobilization Timely - Were Milestones Met - Met/Exceeded Specification - Within Budget Performance - Proper Invoicing - Quality of Work Responsive to Owner)
<input type="radio"/>	0	Vendor mobilizes in accordance with schedule. Quality of work meet/ exceeds specifications. Documents in invoicing are in order most of the time and are submitted in timely manner.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
5. Contractors Key Personnel		(Credential/Experience Appropriate- Effective Supervision/Management - Available as Needed)
<input type="radio"/>	0	Vendor has managed projects from inception to closeout effectively. Key personnel are experienced in their field and conduct themselves professionally.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	3.80	Date	09/21/22
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Anton Denev		
Department Head Name:	David Clark		
Department Head Signature			

After completing the form:  
 Submit to Purchasing  
 Print a copy for your records  
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*Ray D. Burt*  
 9-26-22.





**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**CONSTRUCTION SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
07/01/22	09/30/22	12/01/2021	12/31/22
Purchaser Order Number		Purchase Order Date	
540 22SCC011322J-CRB		02/11/22	

Department

Public Works

Bid Number

Service Commodity

21ITB081321K-CRB(C)

Construction

Contractor

Sol Construction, LLC

**Performance Rating**

0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.
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3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

1. Project Development	(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)
<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4	Contractor during this work period has been great at meeting specification requirements and compliance. Submits required reports, permits and documentation. They also continue to function with a cooperative and knowledgeable team.

2. Design	(Were Milestones Met Per Contract – Reliability - Responsiveness to Directions/Change – On Time Completion Per Contract - Liquidated Damages)
<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input checked="" type="radio"/> 3 <input type="radio"/> 4	Contractor during this work period has done well with responding to directions or change.

3. Award - Proposal Development		(Timeless/Due Duties - Reasonable/Cooperative - Flexible/Motivated)
<input type="radio"/>	0	During this time period the contractor has met all expectation in this area.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Constructions		(Mobilization Timely - Were Milestones Met - Met/Exceeded Specification - Within Budget Performance - Proper Invoicing - Quality of Work Responsive to Owner)
<input type="radio"/>	0	Contractor has met all milestones during this time. When budget performance was not met, contractor was justified and provided explanation. Proper invoicing and quality of work are meeting expectations.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
5. Contractors Key Personnel		(Credential/Experience Appropriate- Effective Supervision/Management - Available as Needed)
<input type="radio"/>	0	Contractors key personnel during this time has been experienced, knowledgeable, and effective in producing good work.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	3.60	Date	09/21/2022
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Brandon LaFleur		
Department Head Name:	David Clark		
Department Head Signature			

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 Submit to Purchasing  
 Print a copy for your records  
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*Brandon LaFleur*  
 9-26-22





**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**CONSTRUCTION SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
07/01/22	09/30/22	01/01/22	12/31/22
Purchaser Order Number		Purchase Order Date	
540 22SD011233K-CRB			

Department

Public Works

Bid Number

Service Commodity

21ITB081321K-CRB

Construction

Contractor

Kemi Construction Company, Inc.

**Performance Rating**

0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.
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3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

**1. Project Development**

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

<input type="radio"/>	0	Vendor achieves and complies with the standards most of the time. Personnel are qualified, responsive and require some directions in performing the work.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

**2. Design**

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

<input type="radio"/>	0	Vendor achieves milestones most of the time. Some delays but with minimal impact on the delivery of the project. Very responsive and flexible when given work change directives.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

3. Award - Proposal Development		(Timeless/Due Duties - Reasonable/Cooperative - Flexible/Motivated)
<input type="radio"/>	0	Vendor demonstrates prompt service and delivery of the project. Handles problems in a timely manner.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Constructions		(Mobilization Timely - Were Milestones Met - Met/Exceeded Specification - Within Budget Performance - Proper Invoicing - Quality of Work Responsive to Owner)
<input type="radio"/>	0	Vendor mobilizes in accordance with schedule. Quality of work meet specifications. Documents in invoicing are in order most of the time and are submitted in timely manner.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
5. Contractors Key Personnel		(Credential/Experience Appropriate- Effective Supervision/Management - Available as Needed)
<input type="radio"/>	0	Vendor has managed projects from inception to closeout effectively. Key personnel are experienced in their field and conduct themselves professionally.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	3.60	Date	09/21/22
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Anton Denev		
Department Head Name:	David Clark		
Department Head Signature			

After completing the form:  
 Submit to Purchasing  
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*P. Band*  
 9-26-22.



**DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE**

**CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT:** Public Works

**BID/RFP# NUMBER:** 21ITB081321K-CRB(A)

**BID/RFP# TITLE:** Standby Miscellaneous Construction Wastewater System Services

**ORIGINAL APPROVAL DATE:** 12/01/2021

**RENEWAL EFFECTIVE DATES:** 1/ 1/ 2023 **THROUGH** 12/ 31/2023

**RENEWAL OPTION #:** 1 OF 2

**NUMBER OF RENEWAL OPTIONS:** 1

**RENEWAL AMOUNT:** \$3,300,000.00

**COMPANY'S NAME:** Site Engineering, Inc.

**ADDRESS:** 7025 Best Friend Road

**CITY:** Atlanta

**STATE:** Georgia

**ZIP:** 30340

This Renewal Agreement No. \_\_\_\_ was approved by the Fulton County Board of Commissioners on **BOC DATE:** \_\_\_\_\_ **BOC NUMBER:** \_\_\_\_\_

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

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

**FULTON COUNTY, GEORGIA**

**SITE ENGINEERING, INC.**

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

\_\_\_\_\_  
J. David Hess,  
Vice President

**ATTEST:**

**ATTEST:**

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

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

(Affix County Seal)

(Affix Corporate Seal)

**AUTHORIZATION OF RENEWAL:**

**ATTEST:**

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

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

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

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

(Affix Notary Seal)

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





**DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE**

**CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT:** Public Works

**BID/RFP# NUMBER:** 21ITB081321K-CRB(B)

**BID/RFP# TITLE:** Standby Miscellaneous Construction Wastewater System Services

**ORIGINAL APPROVAL DATE:** 12/01/2021

**RENEWAL EFFECTIVE DATES:** 1/ 1/ 2023 **THROUGH** 12/ 31/2023

**RENEWAL OPTION #:** 1 OF 2

**NUMBER OF RENEWAL OPTIONS:** 1

**RENEWAL AMOUNT:** \$3,200,000.00

**COMPANY'S NAME:** Wade Coots Company, Inc.

**ADDRESS:** 174 Duncan Circle

**CITY:** Hiram

**STATE:** Georgia

**ZIP:** 30141

**This Renewal Agreement No. \_\_\_\_ was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:**

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

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

**FULTON COUNTY, GEORGIA**

**WADE COOTS COMPANY, INC.**

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

\_\_\_\_\_  
W. Greg Coots,  
Vice President

**ATTEST:**

**ATTEST:**

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

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

(Affix County Seal)

(Affix Corporate Seal)

**AUTHORIZATION OF RENEWAL:**

**ATTEST:**

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

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

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

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

(Affix Notary Seal)

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



**DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE**

**CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT:** Public Works

**BID/RFP# NUMBER:** 21ITB081321K-CRB(C)

**BID/RFP# TITLE:** Standby Miscellaneous Construction Wastewater System Services

**ORIGINAL APPROVAL DATE:** 12/01/2021

**RENEWAL EFFECTIVE DATES:** 1/ 1/ 2023 **THROUGH** 12/ 31/2023

**RENEWAL OPTION #:** 1 OF 2

**NUMBER OF RENEWAL OPTIONS:** 1

**RENEWAL AMOUNT:** \$3,100,000.00

**COMPANY'S NAME:** Sol Construction LLC.

**ADDRESS:** 4120 Presidential Parkway, Suite 115

**CITY:** Atlanta

**STATE:** Georgia

**ZIP:** 30340

**This Renewal Agreement No. \_\_\_\_ was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:**

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

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

**FULTON COUNTY, GEORGIA**

**SOL CONSTRUCTION LLC.**

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

\_\_\_\_\_  
Jose Villegas,  
Vice President

**ATTEST:**

**ATTEST:**

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

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

(Affix County Seal)

(Affix Corporate Seal)

**AUTHORIZATION OF RENEWAL:**

**ATTEST:**

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

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

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

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

(Affix Notary Seal)

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



**DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE**

**CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT:** Public Works

**BID/RFP# NUMBER:** 21ITB081321K-CRB(D)

**BID/RFP# TITLE:** Standby Miscellaneous Construction Wastewater System Services

**ORIGINAL APPROVAL DATE:** 12/01/2021

**RENEWAL EFFECTIVE DATES:** 1/ 1/ 2023 **THROUGH** 12/ 31/2023

**RENEWAL OPTION #:** 1 OF 2

**NUMBER OF RENEWAL OPTIONS:** 1

**RENEWAL AMOUNT:** \$3,100,000.00

**COMPANY'S NAME:** Kemi Construction Company, Inc.

**ADDRESS:** 2550 W. Point Avenue

**CITY:** College Park

**STATE:** Georgia

**ZIP:** 30337

**This Renewal Agreement No. \_\_\_\_ was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:**

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

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

**FULTON COUNTY, GEORGIA**

**KEMI CONSTRUCTION COMPANY,  
INC.**

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

\_\_\_\_\_  
**Rufus Oladapo,  
President**

**ATTEST:**

**ATTEST:**

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

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

**(Affix County Seal)**

**(Affix Corporate Seal)**

**AUTHORIZATION OF RENEWAL:**

**ATTEST:**

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

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

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

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

**(Affix Notary Seal)**

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





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0823

**Meeting Date:** 11/2/2022

---

### Department

Finance

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

2023 Budget 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

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

Request is being made to provide the Board of Commissioners an update on FY2023 budget.

Supporting documentation will be forwarded to the Board of Commissioners.







# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 22-0824

Meeting Date: 11/2/2022

### Department

Library

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

Request approval of a recommended proposal - Fulton County Library System, 22RFP134545K-BKJ, Design/Build Services for the East Point Library Expansion, for the Library Capital Improvement Program, Phase II (FCLS-CIP), for a Guaranteed Maximum Price (GMP) in an amount not to exceed \$1,160,150.00 with Albion General Contractors (Sandy Springs, GA), to provide Design/Build services for expansion of the East Point Library. Effective upon issuance of Notice to Proceed for 584 calendar days or completion of construction project as determined by the County.

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

In accordance with State of GA O.C.G.A. § 36-91-20, Georgia Local Government Public Works Construction Law, all competitive sealed proposals (RFPs) for public works construction projects (CM at Risk, Construction Program Management, Design/Build Projects) costing \$100,000 or more shall be forwarded to the Board of Commissioners for approval.

### Strategic Priority Area related to this item

Arts and Libraries

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background** Request approval of the recommended proposal to provide Design/Build Services for the East Point Library Expansion project.

**Scope of Work:** The Department of Real Estate and Asset Management requests approval of the recommended proposal submitted by Albion General Contractors to provide Design/Build Services

through all phases of design and construction of the approximately 1,820 sq. ft. addition to East Point Library. Expansion of the library will include, but not necessarily limited to, the addition of 864 sf of flexible space to be used a Maker Space, Conference Room, Storage Space, Relocation of staff restroom and increasing staff work area and adding the Children's area Craft/Story time Room.

The Design/Builder will work closely with the County's Library System, Program Wide Consultants (under contract to County) for Technology, FF&E and Wayfinding design.

**Community Impact:** This request involves the expansion of the library in the community of East Point, Georgia. The successful expansion and completion of the construction on this library will impact communities throughout Fulton County.

**Department Recommendation:** The Library recommends approval of proposal to provide Design/Build services for expansion of the East Point Library.

After reviewing four (4) qualified firm's proposals, the evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP #22RFP134545K-BKJ, the Evaluation Committee has determined that the proposal submitted by Albion (90.16%) is the recommended Contractor to provide Design/Build services for expansion of the East Point Library until contract completion as determined by Fulton County.

The recommended Design/Builder will work in collaboration with the DREAM's Bond Construction Management Team and the County's Library representatives.

**Project Implications:** This contract intent is to restore a designated existing facility, economically and efficiently, to a condition which will be fully functional to meet the long-term space and services needs of the constituents and employees of East Point Library. The cost of the requested service will be funded using Library Bond Funds; therefore, it will not impact the County or Library operations.

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

**Department Issues/Concerns:** If this proposal is not approved, the County does not have the capacity, or the expertise, to perform the Design/Build services for expansion of the East Point Library.

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

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

**The Contract Value \$1,160,150.00 minus the Owners Contingency \$89,139.00 totals Construction Value of \$1,071,011.00**

**Construction Value:** \$1,071,011.00  
**Prime Vendor:** Albion General Contractors  
**Prime Status:** Small Business Enterprise (SBE) - Certified  
**Location:** Atlanta, GA  
**County:** Fulton County

---

**Prime Value:** \$1,071,011.00 or 100.00%

**Subcontractor:** Shear Structural  
**Subcontractor Status:** White Female Business Enterprise-Certified  
**Location:** Chamblee, GA  
**County:** Dekalb County  
**Contract Value:** TBD

**Subcontractor:** GTP Consulting Engineers  
**Subcontractor Status:** Small Business Enterprise (SBE) - Certified  
**Location:** Duluth, GA  
**County:** Gwinnett County  
**Contract Value:** TBD

**Total Construction Value:** \$1,071,011.00 or 100.00%  
**Total Certified Value:** \$1,071,011.00 or 100.00%

The Prime Contractor must ensure that all subcontractors that will be utilized on this contract have been identified for all bid packages released no later than eight (8) weeks after 100% Construction Documents are released.

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

Exhibit 1: Evaluation Committee Recommendation Letter  
Exhibit 2: Contractor's Performance Report

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

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

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$0.00  
Previous Adjustments: \$0.00  
This Request: \$1,160,150.00  
TOTAL: \$1,160,150.00

**Grant Information Summary**

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

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

573-650-6500-L039: Library Bond Capital Phase 2, Library, East Point Expansion- \$1,160,150.00

Key Contract Terms	
<b>Start Date:</b> Effective upon issuance of NP Letter	<b>End Date:</b> 584 calendar days
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b> O Time Project

**Overall Contractor Performance Rating:** 3.20**Would you select/recommend this vendor again?**

Yes

**Report Period Start:**  
1/5/2018**Report Period End:**  
1/21/2021



## INTEROFFICE MEMORANDUM

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

**FROM:** Evaluation Committee Recommendation Letter

**DATE:** August 24, 2022

**PROJECT:** 22RFP134545K-BKJ – Design/Build Services for the East Point Library

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

Four (4) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. Albion
2. Brad Construction
3. Engineering Design Tech
4. BuildSmart Enterprises

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 **Albion** with a total score of **90.16**, is the recommended vendor for the award of 22RFP134545K-BKJ – Design/Build Services for the East Point Library.

## Evaluation Committee Recommendation Letter

August 24, 2022

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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:

*Gayle Holloman*

94183FCA11D54AB...

Executive Director

DocuSigned by:

*Timothy Dimond*

A424AE8892AA434...

Deputy Director

DocuSigned by:

*Al Collins*

7C557F90C1DC4F6...

Assistant Director

Evaluation Committee Recommendation Letter  
 August 24, 2022  
 Page | 3

EVALUATION CRITERIA	WEIGHT	ALBION	BRAD CONSTRUCTION	ENGINEERING DESIGN TECH	BUILDSMART ENTERPRISES
Project Plan	15%	12.50	7.50	10.00	12.50
Qualifications of Key Personnel	20%	18.33	13.33	15.00	15.00
Relevant Project Experience/Past Exp.	20%	18.33	13.33	11.67	15.00
Availability of Key Personnel	15%	13.75	12.50	11.25	11.25
Local Preference	5%	5.00	0.00	0.00	5.00
Service Disabled Veterans Preference	2%	0.00	0.00	0.00	0.00
**Total Technical Scores**		67.92	46.67	47.92	58.75
Cost	23%	22.24	13.76	22.78	23.00
TOTAL SCORE:	100%	90.16	60.43	70.69	81.75





# DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

## CONTRACTORS PERFORMANCE REPORT

### PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
Purchaser Order Number		Purchase Order Date	
Department			
Bid Number		Service Commodity	
Contractor			
<b>Performance Rating</b>			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
	0		
	1		
	2		
	3		
	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
	0		
	1		
	2		
	3		
	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
	0	
	1	
	2	
	3	
	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	
	1	
	2	
	3	
	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
	0	
	1	
	2	
	3	
	4	

Overall Performance Rating		Date	
Would you select/recommend this vendor again?			
Rating completed by:			
Department Head Name:			
Department Head Signature			

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





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 22-0825

**Meeting Date:** 11/2/2022

### Department

Real Estate and Asset Management

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

Request approval to increase the spending authority - Department of Real Estate and Asset Management, 21ITB130533C-GS, Locks, Doors and Hardware Countywide in the amount of \$43,000.00 with Overhead Door Company of Atlanta, dba D.H. Pace Company, Inc. (Atlanta, GA), for additional requirements requested by the Sheriff's Office to re-key high security systems at the Fulton County Jail. Effective upon BOC approval.

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

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

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

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** This contract furnishes all parts, labor, equipment, transportation, and materials necessary to provide on-site locksmith services, to include the installation of new locks and door hardware as required for Fulton County facilities on an "as needed" basis. Additionally, this service provides supplemental support to the staff during peak service periods.

The increase spending authority request is necessary in order to cover the costs for additional

requirements requested by the Sheriff's Office to re-key high security systems for the newly acquired warehouse; replacement of the kitchen door and operator on the intake door at the Fulton County Jail.

**Community Impact:** This contract impacts the ability to provide security in all County-owned facilities.

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

Historical Expenditures:

- FY2022: The County allocated/expenditures as of 9/22/2022, \$71,995.10
- FY2021: The County spent \$34,783.90
- FY2020: The County spent \$37,642.87
- FY2019: The County spent \$44,212.09
- FY2018: The County spent \$36,904.00

**Project Implications:** This contract ensures safety and security of employees and citizens. In many cases, without the services provided under this contract structural integrity of facilities will be compromised leading to vandalism and theft in County- owned facilities.

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

**Department Issues/Concerns:** If this increase spending authority is not approved, there will be a delay in providing additional requirements by the Sheriff's Office for re-keying high security systems.

## Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0832	10/20/21	\$55,000.00
<b>Increase Spending Authority No. 1</b>			<b>\$43,000.00</b>
Total Revised Amount			\$98,000.00

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

**Contract Value:** \$43,000.00  
**Prime Vendor:** Overhead door of Atlanta dba D H Pace Co.  
**Prime Status:** Non-Minority  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Prime Value:** \$43,000.00 or 100.00%

**Total Contract Value:** \$43,000.00 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: Amendment No. 1 to Form of Contract

Exhibit 2: Cost Proposals

Exhibit 3: Contractor's Performance Report

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

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

**Contract Attached**

Yes

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$55,000.00

Previous Adjustments: \$0.00

This Request: \$43,000.00

TOTAL: \$98,000.00

**Grant Information Summary**

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

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

442-330-3300-1408: Federal Equitable Sharing, Sheriff's Office, Equipment Non-Capital - \$38,375

**Funding Line 2:**

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance - \$4,625

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: 12/31/2022

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**Agenda Item No.:** 22-0825

**Meeting Date:** 11/2/2022

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<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b> N
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**Overall Contractor Performance Rating:** 3.80

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

Yes

**Report Period Start:**  
4/1/2022

**Report Period End:**  
6/30/2022

**AMENDMENT NO. 1 TO FORM OF CONTRACT**

Contractor: **Overhead Door Company of Atlanta, dba D.H. Pace Company, Inc.**

Contract No. **21ITB130553C-GS (A), Locks, Door & Hardware Countywide**

Address: **5105 Avalon Ridge Parkway**  
City, State **Peachtree Corners, GA 30071**

Telephone: **(404) 872-3667**

E-mail: [jeff.allen@dhpace.com](mailto:jeff.allen@dhpace.com)

Contact: **Jeff Allen**  
**Vice President**

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

WHEREAS, Fulton County ("County") entered into a Contract with Overhead Door Company of Atlanta dba D.H. Pace Company, Inc., to provide Locks, Doors and Hardware Countywide, dated 1<sup>st</sup> day of January 2022, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the County wishes to increase the spending authority to cover the costs for additional requirements requested by the Sheriff's Office for re-keying to high security systems; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on **October 5, 2022, BOC Items #22-**.

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

This Amendment No. 1 to Form of Contract is effective as of the 2nd day of November 2022, between the County and **Overhead Door Company of Atlanta, dba D.H. Pace Company, Inc.**, who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To cover the costs for additional requirement by the Sheriff Department for re-keying to high security systems for their newly acquired warehouse on Lee Street off Fulton Industrial Boulevard and, replacement of kitchen door and operator on the intake door at the Fulton County Jail.



2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$43,000.00 (Forty-Three Thousand Dollars and No Cents), see Attachment A.
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**

CONTRACTOR:

**OVERHEAD DOOR COMPANY  
OF ATLANTA DBA DH PACE  
COMPANY, INC.**

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

\_\_\_\_\_  
Jeff Allen,  
Vice President

ATTEST:

ATTEST:

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

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

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

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

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

APPROVED AS TO CONTENT:

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

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

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

(Affix Notary Seal)

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

### 1. Warehouse:

	<b>Project Description Sherriff Warehouse</b>	<b>Project Cost</b>
1	<b>Existing Stairwell 7 Exit Door:</b> Furnish and Install hollow metal door into existing frame hung on full mortise continuous hinge. Hardware to consist of Detex panic bar with alarm, LCN closer, bottom brush sweep. Door will be flush on exterior with no cylinder or handle	
2	<b>Existing Stairwell 6 Exit Door:</b> Furnish and Install new BEST cylindrical lockset with storeroom function. Lockset to come with Series A Best core. Install small detex alarm on door.	
3	<b>Back Lab 1:</b> Furnish and Install new double cylinder BEST storeroom lockset. Lockset to come with Series A Best core. Key will be always needed on both sides of the door.	
4	<b>Back Lab 2:</b> -Furnish and Install new BEST storeroom lockset. Lockset to come with Series A best core. Key will only be needed for entry.	
5	<b>Archive Room:</b> Furnish and Install new double cylinder BEST storeroom lockset. Lockset to come with Series A Best core. Key will be always needed on both sides of the door.	
6	<b>Storage Room:</b> Furnish and Install new BEST storeroom lockset. Lockset to come with Series A best core. Key will only be needed for entry	
7	<b>Service Library:</b> Furnish and Install new BEST storeroom lockset. Lockset to come with Series A best core. Key will only be needed for entry.	
8	<b>Stairwell 5:</b> Furnish and Install Detex Alarm	
9	<b>Entrance Room to Interview Rooms:</b> Furnish and Install new BEST storeroom lockset. Lockset to come with Series A best core. Key will only be needed for entry	
10	<b>Interview Room 1 and 2:</b> Furnish and Install new double cylinder BEST storeroom lockset.	

	Lockset to come with Series A Best core. Key will be always needed on both sides of the door.	
11	<b>Entrance from Front / Main Stairs:</b> Furnish and Install new hollow metal frame and door. Door to be hung on full mortise continuous hinge. Door to come with BEST storeroom lockset and LCN closer. Lockset to come with Series A core.	
	<b>Total Cost</b>	<b>\$38,375.00</b>

2. Kitchen and Intake Door:

	<b>Project Description Sherriff Department Kitchen and Intake Door at the Fulton County Jail</b>	<b>Project Cost</b>
1	<b>Replace Cafeteria Steel Door:</b> Take down and haul away existing rolling steel door. Furnish and install one (1) new commercial rolling steel door in color Tan - Balance and lubricate door. Cycle door for proper operation. One-year warranty	\$8,853.00
2	<b>Replace Sallyport Door:</b> Take down and haul away existing operator. Furnish and install one (1) new operator. Set limits and lubricate. Cycle for proper operation. One-year warranty	\$3,982.00
	<b>Total Cost</b>	<b>\$12,835.00</b>

## Overhead Door Co. of Atlanta

a division of D.H. Pace Co.  
5105 Avalon Ridge Parkway  
Peachtree Corners, GA 30071

Jordan Fisher, Key Account Manager  
(404) 872-3667 Office  
(615) 946-1735 Cell  
(615) 865-9678 Fax  
Jordan.Fisher@dhpace.com

The Genuine. The Original.



Proposal #: JF-111790

PROPOSAL SUBMITTED TO: Fulton County			Date 9/1/2022	Attention Michael Ross
STREET			Job Name Sheriff's Facility Door and Lockset Project	
City	State	ZipCode	Job Location Atlanta, GA	
Phone Number	Fax Number		Job Phone	

### OHD Scope of Work:

#### At Existing Stairwell 7 Exit Door:

- Furnish and Install hollow metal door into existing frame hung on full mortise continuous hinge.
- Hardware to consist of Detex panic bar with alarm, LCN closer, bottom brush sweep.
- Door will be flush on exterior with no cylinder or handle.

#### At Existing Stairwell 6 Exit Door:

- Furnish and Install new BEST cylindrical lockset with storeroom function.
- Lockset to come with Series A Best core.
- Install small detex alarm on door.

#### At Back Lab 1:

- Furnish and Install new double cylinder BEST storeroom lockset.
- Lockset to come with Series A Best core.
- Key will be needed on both sides of the door at all times.

#### At Back Lab 2:

- Furnish and Install new BEST storeroom lockset.
- Lockset to come with Series A best core.
- Key will only be needed for entry.

#### At Archive Room:

- Furnish and Install new double cylinder BEST storeroom lockset.
- Lockset to come with Series A Best core.
- Key will be needed on both sides of the door at all times.

#### At Storage Room:

- Furnish and Install new BEST storeroom lockset.
- Lockset to come with Series A best core.
- Key will only be needed for entry.

#### At Service Library:

- Furnish and Install new BEST storeroom lockset.
- Lockset to come with Series A best core.
- Key will only be needed for entry.

#### At Stairwell 5:

-Furnish and Install Detex Alarm.

Entrance Room to Interview Rooms:

- Furnish and Install new BEST storeroom lockset.
- Lockset to come with Series A best core.
- Key will only be needed for entry.

Interview Room 1 and 2:

- Furnish and Install new double cylinder BEST storeroom lockset.
- Lockset to come with Series A Best core.
- Key will be needed on both sides of the door at all times.

Entrance from Front / Main Stairs:

- Furnish and Install new hollow metal frame and door.
- Door to be hung on full mortise continuous hinge.
- Door to come with BEST storeroom lockset and LCN closer.
- Lockset to come with Series A core.

We hereby propose to complete in accordance with above specification, for the sum of:

**Thirty Eight Thousand Three Hundred Seventy Five Dollars and No Cents**

**\$38,375.00**

Signature

Adam Heykens, EDS Construction Sales  
Representative

Direct Dial: (404) 557-5653

This proposal is approved. Please proceed, while the formal PO is being issued.

Vijaya Nair



## **TERMS AND CONDITIONS**

Payment to be made as follows:

Prices subject to change if not accepted in 15 days.

Terms. The products ("Products") described above and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

Condition Precedent. Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

Scope of Work. Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein. Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer. This quotation is based upon a visual inspection; it does not take into account concealed deficiencies in the substrata. Immediately upon discovery of said deficiencies the customer will be notified of additional cost before corrective work is performed. If this estimate includes cutting into existing concrete/asphalt structure, it is the responsibility of the customer to advise OHD Co of Atlanta of any concealed utilities or other hazards prior to the start of work. All testing to locate or determine location of said utilities or hazards by others.

Proposal Price. Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products. If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law. If Buyer's check is dishonored or returned for any reason, Buyer's account will be electronically debited for the amount of the check plus the state maximum processing fee. If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorney's fees and all other costs of collection and litigation incurred by Seller whether or not a lawsuit for collection is instituted.

Contract Time. Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance, regardless of cause. Quoted price contingent upon customer having opening(s) clear of all obstructions and available during the day of work. Excessive wait time to clear opening will result in hourly charges being added to the work order.

Recurring Services. The following terms and conditions apply only to recurring service transactions and modify the terms set out above accordingly: [1] Although Seller agrees as a courtesy to contact Buyer at such times as or with the frequency requested by Buyer, Buyer agrees that Buyer retains sole responsibility for scheduling the Work that Buyer desires Seller to perform hereunder. [2] Following the initial one-year term of this agreement this contract shall automatically renew for successive one-year terms up to a total of five years from the date of the initial order, unless either party hereto provides the other party no less than sixty (60) days notice of termination in advance of any such renewal date. [3] Annually as of the renewal date, Seller shall have the right to increase the rates provided herein, either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5%, whichever is greater.

Work Performance. Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller. If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product. Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller. If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore. Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work. No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

Cancellation. In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this



Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation. In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

Insurance. Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller. Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

Alterations. Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

Permits and Licenses. Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

Limited Warranty on Defective Products, Parts or Services. In addition to any warranty offered by the manufacturer, Seller offers the following exclusive LIMITED WARRANTY on products, parts and services: Seller warrants that any complete door unit installed or supplied during original construction shall be free from defects in material and workmanship for a period of one (1) year after such unit is supplied to Buyer. Wood products are warranted only if properly protected by Buyer no later than ten (10) days after delivery, and per the manufacturer's instructions, with prime and finish coats of the manufacturer's recommended paint. Seller warrants that all parts and equipment replaced by Seller or its authorized representative shall be free from defects for a period of ninety (90) days after replacement. For a period of thirty (30) days after service, Seller warrants that its services were performed in a professional and workmanlike manner. Buyer must notify Seller of any problem within the warranty period. This LIMITED WARRANTY does not apply to any part or equipment which has been tampered with or subjected to misuse or abuse, or which has been repaired by anyone other than persons authorized by Seller. ALL WARRANTIES FOR THESE PRODUCTS AND SERVICES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE ONLY VALID FOR THE TIME PERIODS SPECIFIED HEREIN, AND IN NO EVENT FOR LONGER THAN ONE (1) YEAR FROM THE DATE OF PURCHASE. IN CASE OF BREACH OF ANY OF THESE WARRANTIES, SELLER'S OBLIGATIONS SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE WORKMANSHIP OR PART WITHOUT CHARGE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LIABILITY FOR BUYER'S EXPENSES OR LOSS OF INCOME WHILE PRODUCTS OR EQUIPMENT ARE OUT OF OPERATION) IN CONNECTION WITH THE EQUIPMENT, PRODUCTS, SERVICES, PARTS AND LABOR PROVIDED HEREUNDER, OR THE BREACH OF ANY RELATED IMPLIED OR EXPRESS WARRANTY, EXCEPT THAT DAMAGES FOR PERSONAL INJURY SHALL NOT BE PRECLUDED. THIS EXCLUSION OF DAMAGES DOES NOT APPLY IN KANSAS.

Modification of Proposal. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Governing Law. It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.

#### NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSM. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser: Vijaya Nair  
\_\_\_\_\_  
Signature Title Bldg. Mntce Manager 9/14/22  
Date of Acceptance



## Overhead Door Co. of Atlanta

A Division of DH Pace  
5105 Avalon Ridge Parkway  
Peachtree Corners, Georgia 30071

Kaleigh Nix  
Office: 404-872-3667  
Mobile: 404-661-5689  
Email: kaleigh.nix@dhpaces.com

The Genuine. The Original.



Proposal #: KN-112077

PROPOSAL SUBMITTED TO: Fulton County General Services			Date 9/20/2022	Attention
STREET 141 Pryor St, Suite G119			Job Name Fulton County Jail Complex	
City Atlanta	State GA	ZipCode 30303	Job Location 901 Rice St, Atlanta, GA 30318	
Phone Number 404-612-7600	Fax Number		Job Phone 404-906-7821	

### OHD Scope of Work:

#### Cafeteria Rolling Steel Door (Loading Dock OSLI, left side) Options:

##### Option A (Repair):

- Take down and haul away existing damaged slats
- Furnish and install ten (10) non-insulated and ten (10) insulated slats in color Tan
- Lubricate and reset operator limits
- Cycle for proper operation

.....\$3,948.00

\*\*\*\*\*OHD to provide lift equipment\*\*\*\*\*

\*\*\*Repair option carries 90-day warranty on parts, 30-day warranty on labor\*\*\*

##### Option B (Replacement):

- Take down and haul away existing rolling steel door
- Furnish and install one (1) new commercial rolling steel door in color Tan
- Balance and lubricate door
- Cycle door for proper operation

.....\$8,853.00

\*\*\*\*\*OHD to provide lift equipment\*\*\*\*\*

\*\*\*Replacement option carries one-year warranty\*\*\*

#### Sallyport Entrance Door Options:

##### Option A (Repair):

- Remove existing circuit board on operator
- Furnish and install one (1) new operator circuit board
- Lubricate and cycle for proper operation

.....\$1,671.00

\*\*\*Repair option carries 90-day warranty on parts, 30-day warranty on labor\*\*\*

Option B (Replacement):

- Take down and haul away existing operator
- Furnish and install one (1) new operator
- Set limits and lubricate
- Cycle for proper operation

.....\$3,982.00

\*\*\*\*\*OHD to provide lift equipment\*\*\*\*\*

\*\*\*Replacement option carries one-year warranty\*\*\*

\*\*\*Quoted price contingent upon customer having opening(s) clear of all obstructions and available during the day of work. Excessive wait time to clear opening will result in hourly charges being added to the work order.\*\*\*

\*\*QUOTED PRICE DOES NOT INCLUDE CURRENT CHARGES\*\*

Quoted assuming that existing doors are functional, any material or labor to repair or replace anything not specifically listed above will be quoted separately.

\*\*\*Costs are currently rising at sudden and unpredictable rates. This proposal is based on current pricing from Sellers suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date of this proposal. Seller reserves the right to require an approved change order before the order can be released into production to compensate for any supplier price increases or surcharges announced after the date of this Proposal and prior to the release of materials for fabrication. Seller will provide written documentation of the Supplier increase notice upon request. All Buyer Contracts shall include a provision to this affect.\*\*\*

All applicable taxes, labor, and material included in price. Please allow 4-6 weeks from receipt of signed proposal and credit approval to receive and install. All work to be performed during regular business hours, Monday-Friday 7AM-5PM. Standard warranty 90 days on parts, 30 days on labor.

We hereby propose to complete in accordance with above specification, for the sum of:

**See options**

Signature

Kaleigh Nix - Pricing Coordinator

Direct Dial: 404-661-5689



## **TERMS AND CONDITIONS**

Payment to be made as follows: N30

Prices subject to change if not accepted in 30 days.

Terms. The products ("Products") described above and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

Condition Precedent. Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

Scope of Work. Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein. Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer. This quotation is based upon a visual inspection; it does not take into account concealed deficiencies in the substrata. Immediately upon discovery of said deficiencies the customer will be notified of additional cost before corrective work is performed. If this estimate includes cutting into existing concrete/asphalt structure, it is the responsibility of the customer to advise OHD Co of Atlanta of any concealed utilities or other hazards prior to the start of work. All testing to locate or determine location of said utilities or hazards by others.

Proposal Price. Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products. If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law. If Buyer's check is dishonored or returned for any reason, Buyer's account will be electronically debited for the amount of the check plus the state maximum processing fee. If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorney's fees and all other costs of collection and litigation incurred by Seller whether or not a lawsuit for collection is instituted.

Contract Time. Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance, regardless of cause. Quoted price contingent upon customer having opening(s) clear of all obstructions and available during the day of work. Excessive wait time to clear opening will result in hourly charges being added to the work order.

Recurring Services. The following terms and conditions apply only to recurring service transactions and modify the terms set out above accordingly: [1] Although Seller agrees as a courtesy to contact Buyer at such times as or with the frequency requested by Buyer, Buyer agrees that Buyer retains sole responsibility for scheduling the Work that Buyer desires Seller to perform hereunder. [2] Following the initial one-year term of this agreement this contract shall automatically renew for successive one-year terms up to a total of five years from the date of the initial order, unless either party hereto provides the other party no less than sixty (60) days notice of termination in advance of any such renewal date. [3] Annually as of the renewal date, Seller shall have the right to increase the rates provided herein, either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5%, whichever is greater.

Work Performance. Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller. If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product. Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller. If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore. Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work. No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

Cancellation. In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this



Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation. In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

Insurance. Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller. Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

Alterations. Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

Permits and Licenses. Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

Limited Warranty on Defective Products, Parts or Services. In addition to any warranty offered by the manufacturer, Seller offers the following exclusive LIMITED WARRANTY on products, parts and services: Seller warrants that any complete door unit installed or supplied during original construction shall be free from defects in material and workmanship for a period of one (1) year after such unit is supplied to Buyer. Wood products are warranted only if properly protected by Buyer no later than ten (10) days after delivery, and per the manufacturer's instructions, with prime and finish coats of the manufacturer's recommended paint. Seller warrants that all parts and equipment replaced by Seller or its authorized representative shall be free from defects for a period of ninety (90) days after replacement. For a period of thirty (30) days after service, Seller warrants that its services were performed in a professional and workmanlike manner. Buyer must notify Seller of any problem within the warranty period. This LIMITED WARRANTY does not apply to any part or equipment which has been tampered with or subjected to misuse or abuse, or which has been repaired by anyone other than persons authorized by Seller. ALL WARRANTIES FOR THESE PRODUCTS AND SERVICES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE ONLY VALID FOR THE TIME PERIODS SPECIFIED HEREIN, AND IN NO EVENT FOR LONGER THAN ONE (1) YEAR FROM THE DATE OF PURCHASE. IN CASE OF BREACH OF ANY OF THESE WARRANTIES, SELLER'S OBLIGATIONS SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE WORKMANSHIP OR PART WITHOUT CHARGE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LIABILITY FOR BUYER'S EXPENSES OR LOSS OF INCOME WHILE PRODUCTS OR EQUIPMENT ARE OUT OF OPERATION) IN CONNECTION WITH THE EQUIPMENT, PRODUCTS, SERVICES, PARTS AND LABOR PROVIDED HEREUNDER, OR THE BREACH OF ANY RELATED IMPLIED OR EXPRESS WARRANTY, EXCEPT THAT DAMAGES FOR PERSONAL INJURY SHALL NOT BE PRECLUDED. THIS EXCLUSION OF DAMAGES DOES NOT APPLY IN KANSAS.

Modification of Proposal. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Governing Law. It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.

#### NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSM. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser: \_\_\_\_\_

Signature

Title

Date of Acceptance



**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
Purchaser Order Number		Purchase Order Date	
Department			
Bid Number		Service Commodity	
Contractor			
<b>Performance Rating</b>			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
	0		
	1		
	2		
	3		
	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
	0		
	1		
	2		
	3		
	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
	0	
	1	
	2	
	3	
	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	
	1	
	2	
	3	
	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
	0	
	1	
	2	
	3	
	4	

Overall Performance Rating		Date	
Would you select/recommend this vendor again?			
Rating completed by:			
Department Head Name:			
Department Head Signature			

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





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 22-0826

Meeting Date: 11/2/2022

### Department

Real Estate and Asset Management

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

Request approval to increase the spending authority - Department of Real Estate and Asset Management, 21ITB1302418C-CG, Standby Plumbing Repair Services in an total amount not to exceed \$143,000.00, with (A) Talon Property Services, LLC (Atlanta, GA) in an amount not to exceed \$50,000.00; (B) J2 Connect, Inc. dba J Squared Plumbing Co., Inc. (McDonough, GA) in an amount not to exceed \$85,000.00; and (C) B & W Mechanical Contractors, Inc. (Lawrenceville, GA) in an amount not to exceed \$8,000.00 to allow for the completion of several high priority plumbing repair/replacement jobs that require immediate attention at the Fulton County Justice Center Complex and QLS facility. 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** Approval to increase spending authority to cover the costs to allow several high priority plumbing repair/replacement jobs that require immediate attention at the Fulton County Justice Center Complex and additional work for the repair/replacement of a major gas line at



the Quality Living Services facility.

**Scope of Work:** The increase spending authority is being requested to cover the costs to allow several high priority plumbing repair/replacement jobs that require immediate attention in the Fulton County Justice Center Complex. The plumbing system in the courthouses was installed/renovated in 1993 and several parts plumbing system have developed defects due to age and corrosion. This request also addresses additional work for the repair/replacement of major gas line at the Quality Living Services and includes contingency for any unforeseen repairs that may arise during repair/replacement work of existing plumbing systems in these County facilities for FY2022. See Exhibit 4

These contracts furnish all materials, labor, tools, equipment, and parts necessary to provide on-site standby plumbing repair services on an “as needed” basis for Fulton County facilities.

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

1. Repairing/replacing and installing water mains, water lines, re-routing water supply lines, storm water and sewer lines, manholes, grating, and retention basins.
2. Installing, repairing, and replacing fixtures such as faucets, mixing valves, toilets, urinals, tubs, sinks, kitchen sinks, ball valves, angle/straight stops, pressure-reducing valves, and any commercial plumbing fixture such as floor sinks, dishwashers, any specialty kitchen/bathroom.
3. Installing and repairing water heaters, sump pumps, circulation pumps and plumbing for icemakers. Installation and adjustment of drinking water fountains, repairing irrigation sprinkler systems, and minor masonry repair jobs caused by plumbing work.

**Community Impact:** These services are necessary for environmental health and to have working plumbing systems to protect the patrons and employees in County facilities.

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

The project management for plumbing repair/ replacement projects will be coordinated by the Department of Real Estate and Asset Management Building Maintenance Team.

Historical Expenditures:

- FY2022: The County allocated/expenditures as of 9/9/2022, \$186,000.00
- FY2021: The County spent \$106,828.70
- FY2020: The County spent \$157,625.99
- FY2019: The County spent \$121,732.31
- FY2018: The County spent \$850,000.00

**Project Implications:** These services are necessary for environmental health and to have working plumbing systems to protect the patrons and employees in County facilities.

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

**Department Issues/Concerns:** If these increases to spending authority are not approved, there will be a delay in addressing plumbing repair/replacement work in a timely and cost-effective manner.

## Contract Modification

### (A) Talon Property Services, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0874	11/3/21	\$90,000.00
<b>Increase Spending Authority No. 1</b>			<b>\$50,000.00</b>
Total Revised Amount			\$140,000.00

### (B) J2 Connect, Inc. dba J Squard Plumbing Co., Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0874	11/3/21	\$90,000.00
<b>Increase Spending Authority No. 1</b>			<b>\$85,000.00</b>
Total Revised Amount			\$175,000.00

### (C) B & W Mechanical Contractors, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0874	11/3/21	\$45,000.00
<b>Increase Spending Authority No. 1</b>			<b>\$8,000.00</b>
Total Revised Amount			\$53,000.00

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

**Total Contract Value: \$143,000.00**

### (A)

**Contract Value:** \$50,000.00  
**Prime Vendor:** Talon Property Services, LLC  
**Prime Status:** Non-Minority  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Prime Value:** \$45,000.00 or 90.00%

**Subcontractor:** Bray Electric  
**Subcontractor Status:** White Female Business Enterprise-Non-Certified  
**Location:** Decatur, GA  
**County:** Dekalb County  
**Subcontractor Value:** \$2,500.00 or 5.00%

**Subcontractor:** Innovative Renovation Group  
**Subcontractor Status:** Hispanic Male Business Enterprise-Non-Certified  
**Location:** Decatur, GA  
**County:** Dekalb County  
**Subcontractor Value:** \$2,500.00 or 5.00%

**Total Contract Value:** \$50,000.00 or 100.00%  
**Total M/FBE Value:** \$5,000.00 or 10.00%

**(B)**

**Contract Value:** \$85,000.00  
**Prime Vendor:** J2 Connect, Inc. aka J Squared Plumbing Co. Inc.  
**Prime Status:** African American Male Business Enterprise  
**Location:** McDonough, GA  
**County:** Henry County  
**Prime Value:** \$85,000.00 or 100.00%

**Total Contract Value:** \$85,000.00 or 100.00%  
**Total M/FBE Value:** \$85,000.00 or 100.00%

**(C)**

**Contract Value:** \$8,000.00  
**Prime Vendor:** B & W Mechanical Contractors, Inc.  
**Prime Status:** *Non-Minority*  
**Location:** Lawrenceville, GA  
**County:** Gwinnett County  
**Prime Value:** \$8,000.00 or 100.00%

**Total Contract Value:** \$8,000.00 or 100.00%  
**Total M/FBE Value:** \$-0-

**Grand Contract Value:** \$143,000.00 or 100.00%  
**Grand M/FBE Value:** \$90,000.00 or 62.94%

**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 Contracts  
Exhibit 2: Cost Proposals  
Exhibit 3: Contractor's Performance Reports

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

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

**Contract Attached**

Yes

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$225,000.00  
Previous Adjustments: \$0.00  
This Request: \$143,000.00  
TOTAL: \$368,000.00

**Grant Information Summary**

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

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

100-520-5220-1116: General, Real Estate and Asset Management, Building Maintenance - \$50,000.00

**Funding Line 2:**

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance - \$93,000.00

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

**Overall Contractor Performance Rating:**

Talon Property Services, LLC 3.00  
J2 Connect, Inc. aka J Squared Plumbing Co. Inc. 3.20  
B & W Mechanical Contractors, Inc. 3.60

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**Agenda Item No.:** 22-0826

**Meeting Date:** 11/2/2022

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

Yes

**Report Period Start:**  
4/1/2022

**Report Period End:**  
6/30/2022

**AMENDMENT NO. 1 TO FORM OF CONTRACT**

Contractor: **B & W Mechanical Contractors, Inc.**

Contract No. **21ITB130214C-CG, Standby Plumbing Repair Services**

Address: **1940 Riverside Parkway**  
City, State **Lawrenceville, GA 30043**

Telephone: **(770) 449-6000**

E-mail: [chris.kinney@bwmech.com](mailto:chris.kinney@bwmech.com)

Contact: **Chris Kinney**  
**Account Manager**

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

WHEREAS, Fulton County ("County") entered into a Contract with **B & W Mechanical Contractors, Inc.**, to provide Standby Plumbing Repair Services, dated 1<sup>st</sup> day of January 2022, on behalf of the **Department of Real Estate and Asset Management**; and

WHEREAS, the purpose of this amendment is for the approving of increasing spending authority to cover the costs to allow several high priority plumbing repair/replacement jobs that require immediate attention in the Fulton County Justice Center Complex.

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 **November 2, 2022, BOC Items #22-**.

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

This Amendment No. 1 to Form of Contract is effective as of the 2<sup>nd</sup> day of November, 2022, between the County and **B & W Mechanical Contractors, Inc.**, who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To cover the costs to allow several high priority plumbing repair/replacement jobs that require immediate attention in the Fulton County Justice Center Complex. The plumbing system in the courthouses was installed/ renovated in 1993 and several parts plumbing system have

developed defects arising from age and corrosion.  
Repair/Replacement Plumbing System Job:

	County Facility	Project Description	Project Cost
1	Lewis Slaton Courthouse	Probing and blowing down 6 storm drains in Lewis Slaton Courthouse to check and prevent flooding due to drain back up.	\$7,860.00
	<b>Total Cost</b>		<b>\$7,860.00</b>

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$8,000.00** (Eight Thousand and Zero Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

**[INTENTIONALLY LEFT BLANK]**

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

OWNER:

**FULTON COUNTY, GEORGIA**

CONSULTANT:

**B & W MECHANICAL  
CONTRACTORS, INC.**

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

ATTEST:

\_\_\_\_\_  
Chris Kinney,  
Account 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:

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

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

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

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

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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## **AMENDMENT NO. 1 TO FORM OF CONTRACT**

Contractor: **J2 Connect, Inc. dba Squard Plumbing Co., Inc.**

Contract No. **21ITB130214C-CG, Standby Plumbing Repair Services**

Address: **3137 E. Fairview Road**  
City, State **McDonough, GA 30252**

Telephone: **(404) 905-7232**

E-mail: [\*\*info@squaredconnect.com\*\*](mailto:info@squaredconnect.com)

Contact: **Broderick D. Jackson**  
**President/Ower**

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

WHEREAS, Fulton County ("County") entered into a Contract with **J2 Connect, Inc. dba Squard Plumbing Co., Inc.**, to provide Standby Plumbing Repair Services, dated 1<sup>st</sup> day of January 2022, on behalf of the **Department of Real Estate and Asset Management**; and

WHEREAS, the purpose of this amendment is for the approving of increasing spending authority to cover the costs to allow several high priority plumbing repair/ replacement jobs that require immediate attention in the Fulton County Justice Center Complex.

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 **November 2, 2022, BOC Items #22-**.

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

This Amendment No. 1 to Form of Contract is effective as of the 2<sup>nd</sup> day of November, 2022, between the County and **J2 Connect, Inc. dba Squard Plumbing Co., Inc.**, who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To cover the costs to allow several high priority plumbing repair/ replacement jobs that require immediate attention in the Fulton County Justice Center Complex. The plumbing system in the courthouses was installed/ renovated in 1993 and several parts plumbing system have

developed defects arising from age and corrosion.  
 Repair/Replacement Plumbing System Job:

	County Facility	Project Description	Project Cost
1	Lewis Slaton Courthouse and Justice Tower	4" Control valve in the Mechanical Room on the 2 <sup>nd</sup> floor of Lewis Slaton building is defective and needs replacement. Section between two 4" control valves on the 2 <sup>nd</sup> floor mezzanine floor of Justice Tower is leaking. This section along with the two valves need replacement. Install a 3" ball valve on the main line from the City Water supply to low levels of Lewis Slaton Courthouse, to cut off water without involvement from City (avoids delays in the event of a pipeline break or other repairs in our system)	\$23,169.45
2	Justice Tower	Replace existing 70' of 5" copper pipe, compromised due to electrolytic corrosion, with 4" copper pipe	\$18,000.00
3	Lewis Slaton Courthouse	The back flow preventor that protects domestic water from contaminated and dosed cooling tower water and chilled water is not working and is leaking. This is installed at a height of over 20 feet with no safe way of maintaining or testing. Replacing this device and re-locating it to floor level for easy access and maintenance.	\$36,000.00
4	Justice Tower	Replacing and bringing to ADA compliance, the water fountain in the Jury Room of Court Room 7E	\$7,375.00
	<b>Total Cost</b>		<b>\$84,544.45</b>

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$85,000.00** (Eight-Five Thousand and Zero Cents).

3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

**[INTENTIONALLY LEFT BLANK]**

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

OWNER:

**FULTON COUNTY, GEORGIA**

CONSULTANT:

**J2 CONNECT, INC. DBA  
SQUARD PLUMBING CO., INC.**

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

\_\_\_\_\_  
Broderick D. Jackson,  
President/Owner

ATTEST:

ATTEST:

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

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

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

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

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

APPROVED AS TO CONTENT:

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

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

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

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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**AMENDMENT NO. 1 TO FORM OF CONTRACT**

Contractor: **Talon Property Services, LLC**

Contract No. **21ITB130214C-CG, Standby Plumbing Repair Services**

Address: **732 Pryor St SW**  
City, State **Atlanta, GA 30315**

Telephone: **(770) 500-3593**

E-mail: [rob@talonplumbing.com](mailto:rob@talonplumbing.com)

Contact: **Robert Hella,**  
**Managing Member**

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

WHEREAS, Fulton County ("County") entered into a Contract with **Talon Property Services, LLC** to provide Standby Plumbing Repair Services, dated 1<sup>st</sup> day of January 2022, on behalf of the **Department of Real Estate and Asset Management**; and

WHEREAS, the purpose of this amendment is for the approving of increasing spending authority to cover the costs to allow high priority plumbing repair/ replacement of a major gas line at the Quality Living Services.

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 **November 2, 2022, BOC Items #22-**.

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

This Amendment No. 1 to Form of Contract is effective as of the 2<sup>nd</sup> day of November, 2022, between the County and **Talon Property Services, LLC.**, who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

**SCOPE OF WORK TO BE PERFORMED:** To cover the costs to allow high priority plumbing repair/ replacement of a major gas line at the Quality Living Services located at 4001 Danforth Road SW, Atlanta, GA 30331.

1. Repair/Replacement Plumbing System Job:

	<b>County Facility</b>	<b>Project Description</b>	<b>Project Cost</b>
1	Quality Living Services	Trench and install up to 180' of 1-1/2" yellow poly gas piping on the right side of the building to supply gas to the heaters. Install up to 100' of 2" threaded gas piping on the roof to provide gas to the kitchen and water heater.	\$39,343.00
	<b>QLS Project Costs</b>		<b>\$39,343.00</b>
	Contingency-Owner Controlled		\$10,657.00
	<b>Total</b>		<b>\$50,000.00</b>

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$50,000.00** (Fifty Thousand and Zero Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

**[INTENTIONALLY LEFT BLANK]**

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

OWNER:

**FULTON COUNTY, GEORGIA**

CONSULTANT:

**TALON PROPERTY SERVICES,  
LLC**

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

ATTEST:

\_\_\_\_\_  
Robert Hella,  
Managing Member

ATTEST:

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

(Affix County Seal)

APPROVED AS TO FORM:

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

(Affix Corporate Seal)

ATTEST:

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

APPROVED AS TO CONTENT:

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

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

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

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

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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**Talon Plumbing**

NEW!! 6724 Cleveland Highway Clermont, GA  
30527  
770.500.3593  
customerservice@taloncos.com  
www.talonplumbing.com

# Estimate

**BILL TO****Fulton County Government**

136 Pryor Street Southwest, Atlanta, GA, USA  
TALON VENDOR CODE: VS0000071265

ESTIMATE # 77604-1

DATE: 09/15/2022

DUE DATE: 09/30/2022

Requester	PO/WO#	Service Address	BLDG / UNIT #
Willie		4001 Danforth Road Southwest, Atlanta, GA, USA	

**Job Description -**

Senior living center outside Gas leak- make repairs. Call Patrick when you get on site, should be on site already.

ACTIVITY	QTY	RATE	AMOUNT	TAXABLE
<b>Plumbing Estimate</b>				
Estimate to trench and install up to 180' of 1-1/2" yellow poly gas piping on the right side of the building to supply gas to the heaters. They will install up to 100' of 2" threaded gas piping on the roof to provide gas to the kitchen and water heater. A roofer will need to be on-site to seal the roof penetration. Permits will be pulled and work will be pressure tested and inspected. Talon is not responsible for creating the roof penetration. Talon is not responsible for repairing any unknown leaking that may arise at a later time. If any leaks arise, a separate estimate will be billed for the needed repairs. If there are any private underground utilities located in the area that are not pre-marked and cannot be marked by GA-811, an additional estimate will be submitted for those repairs should they arise. We are not responsible to crop ceiling panels/brackets.	1	23950	23950	No
<b>Contingency</b>				
*****THIS AMOUNT DOES NOT INCLUDE ANY TIME SPENT ON-SITE ON 9/13/22 & 9/14/22.*****If at any time any unforeseen occurrences arise, Talon Plumbing will stop working and submit a change order.***We are not responsible for hauling away debris, concrete, asphalt, etc. We can provide a price for the removal of the debris upon request or demand.***All work done and ONLY materials provided by Talon Plumbing carry a one-year warranty.***When connecting new piping to existing piping, Talon Plumbing cannot warranty the existing piping because we cannot verify the condition of the existing piping.***Talon Plumbing is not responsible for any drywall, tile, paint, wood, and/or concrete/asphalt repairs/replacement.***This estimate covers only estimated repairs; if any additional work is required, a charge will be added to the final invoice to accommodate for additional repairs needed.**	0	0	0	No

Total **\$23950**

1.5% PER MONTH (18% PER YEAR) Service Charge on All Bills Past Due. A 3% fee will be charged for Credit Card payments. All collections and legal fees will be paid by customer in the event of non-



payment.

*Willie Perryman*

9/15/2022

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**Talon Plumbing**

NEW!! 6724 Cleveland Highway Clermont, GA  
30527  
770.500.3593  
customerservice@taloncos.com  
www.talonplumbing.com

# Estimate

**BILL TO****Fulton County Government**

136 Pryor Street Southwest, Atlanta, GA, USA  
TALON VENDOR CODE: VS0000071265

**ESTIMATE # 77604-2****DATE: 09/22/2022****DUE DATE: 10/07/2022**

Requester	PO/WO#	Service Address	BLDG / UNIT #
Willie Perryman		4001 Danforth Road Southwest, Atlanta, GA, USA	

**Job Description -**

Work Per Estimate- Approved- Trench to install 180' of 1-1/2" yellow poly gas piping, on the right side of the building. Install 100' of 2" threaded gas piping on the roof.

ACTIVITY	QTY	RATE	AMOUNT	TAXABLE
<b>Plumbing Estimate</b> Estimate to replace the existing 1-1/4" valve because it is leaking. They will turn the water off, drain the system, and then remove the existing valve. After removing it, they will install the new one. Once all proper connections have been made to the new installation, they will restore water slowly allowing pressure to stabilize. Upon restoring water, they will check for leaks and test for proper function.	1	650	650	No
<b>Contingency</b> **If at any time any unforeseen occurrences arise, Talon Plumbing will stop working and submit a change order.***We are not responsible for hauling away debris, concrete, asphalt, etc. We can provide a price for the removal of the debris upon request or demand.***All work done and ONLY materials provided by Talon Plumbing carry a one-year warranty.***When connecting new piping to existing piping, Talon Plumbing cannot warranty the existing piping because we cannot verify the condition of the existing piping.***Talon Plumbing is not responsible for any drywall, tile, paint, wood, and/or concrete/asphalt repairs/replacement.***This estimate covers only estimated repairs; if any additional work is required, a charge will be added to the final invoice to accommodate for additional repairs needed.**	0	0	0	No

**Total \$650**

1.5% PER MONTH (18% PER YEAR) Service Charge on All Bills Past Due. A 3% fee will be charged for Credit Card payments. All collections and legal fees will be paid by customer in the event of non-payment.

**Talon Plumbing**

NEW!! 6724 Cleveland Highway Clermont, GA  
30527  
770.500.3593  
customerservice@taloncos.com  
www.talonplumbing.com

# Estimate

**BILL TO****Fulton County Government**

136 Pryor Street Southwest, Atlanta, GA, USA  
TALON VENDOR CODE: VS0000071265

**ESTIMATE # 77604-3****DATE: 09/29/2022****DUE DATE: 10/14/2022**

Requester	PO/WO#	Service Address	BLDG / UNIT #
Willie Perryman		4001 Danforth Road Southwest, Atlanta, GA, USA	

**Job Description -**

Work Per Estimate- Approved- Trench to install 180' of 1-1/2" yellow poly gas piping, on the right side of the building. Install 100' of 2" threaded gas piping on the roof.

ACTIVITY	QTY	RATE	AMOUNT	TAXABLE
<b>Plumbing Estimate</b> Estimate to replace the rest of the existing gas line in the kitchen. We will also install the customer-provided fire suppression gas shut-off valve.  After making all proper connections, they will check for leaks and test for proper function.	1	9360	9360	No
<b>Contingency</b> **If at any time any unforeseen occurrences arise, Talon Plumbing will stop working and submit a change order. ** **We are not responsible for hauling away debris, concrete, asphalt, etc. We can provide a price for the removal of the debris upon request or demand. ** **All work done and ONLY materials provided by Talon Plumbing carry a one-year warranty. ** **When connecting new piping to existing piping, Talon Plumbing cannot warranty the existing piping because we cannot verify the condition of the existing piping. ** **Talon Plumbing is not responsible for any drywall, tile, paint, wood, and/or concrete/asphalt repairs/replacement. ** **This estimate covers only estimated repairs; if any additional work is required, a charge will be added to the final invoice to accommodate for additional repairs needed. **	0	0	0	No

**Total    \$9360**

1.5% PER MONTH (18% PER YEAR) Service Charge on All Bills Past Due. A 3% fee will be charged for Credit Card payments. All collections and legal fees will be paid by customer in the event of non-payment.

*Willie Perryman*

09/30/22

**409**



**Talon Plumbing**

NEW!! 6724 Cleveland Highway Clermont, GA  
30527  
770.500.3593  
customerservice@taloncos.com  
www.talonplumbing.com

# Estimate

**BILL TO****Fulton County Government**

136 Pryor Street Southwest, Atlanta, GA, USA  
TALON VENDOR CODE: VS0000071265

**ESTIMATE # 77604-4****DATE: 10/07/2022****DUE DATE: 10/25/2022**

Requester	PO/WO#	Service Address	BLDG / UNIT #
Willie Perryman		4001 Danforth Road Southwest, Atlanta, GA, USA	

**Job Description -**

Work Per Estimate- Approved- Trench to install 180' of 1-1/2" yellow poly gas piping, on the right side of the building. Install 100' of 2" threaded gas piping on the roof.

ACTIVITY	QTY	RATE	AMOUNT	TAXABLE
<b>Plumbing Estimate</b> Estimate to install an additional up to 30' of 1-1/4" gas piping for two water heaters. They will remove and replace all existing piping. After making all proper connections to the new installation, they will restore gas slowly allowing pressure to stabilize. Upon restoring gas, they will check for leaks and test for proper function.	1	5383	5383	No
<b>Contingency</b> <b>**If at any time any unforeseen occurrences arise, Talon Plumbing will stop working and submit a change order. ** We are not responsible for hauling away debris, concrete, asphalt, etc. We can provide a price for the removal of the debris upon request or demand. ** All work done and ONLY materials provided by Talon Plumbing carry a one-year warranty. ** When connecting new piping to existing piping, Talon Plumbing cannot warranty the existing piping because we cannot verify the condition of the existing piping. ** Talon Plumbing is not responsible for any drywall, tile, paint, wood, and/or concrete/asphalt repairs/replacement. ** This estimate covers only estimated repairs; if any additional work is required, a charge will be added to the final invoice to accommodate for additional repairs needed. **</b>	0	0	0	No

**Total \$5383**

1.5% PER MONTH (18% PER YEAR) Service Charge on All Bills Past Due. A 3% fee will be charged for Credit Card payments. All collections and legal fees will be paid by customer in the event of non-payment.

*Willie Perryman*



ESTIMATE	#503
TOTAL	\$23,169.45

## J2 Connect, Inc.

Fulton County Government (Central Zone)  
141 Pryor St SW, Suite 7001  
Atlanta, GA 30303

(404) 889-2059  
Accounts.Payable@fultoncountyga.gov

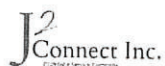
SERVICE ADDRESS  
136 Pryor St SW  
Atlanta, GA 30303

CONTACT US  
3137 E Fairview Road  
McDonough, GA 30252

(404) 545-7295  
info@jsquaredconnect.com

## ESTIMATE

	amount
Demo for West Towers and Slayton Building	\$2,859.00
(2) Building Shutdowns	\$3,000.00
Labor to Install Ball Valves	\$5,706.25
Replace (2) 4" Gate Valves in mechanical room off of the 8" x 6" tee with (2) 4" ball valve	
- Install a drain down for both towers	
- Replace 4" gate valve on second floor mechanical with 4" ball valve	
- Install new drain down and new gauge	
Insulation	\$750.00
Insulate approx. 20ft	
After Hours Labor Cost	\$1,170.00
Exclusions:	
-Any Unforeseen Circumstances	
- Any other repair quotes provided	
Labor Install 3" Ball Valve	\$2,139.84
- Install 3" Ball Valve on non-booster pump water supply	
Material:	amount
4" Ball Valves, misc pipe etc.	\$6,972.00
3" Ball Valves	\$572.36
Subtotal	\$23,169.45
Total	\$23,169.45



ESTIMATE	#528
TOTAL	\$18,000.00

## J2 Connect, Inc.

Fulton County Government (Central Zone)  
141 Pryor St SW, Suite 7001  
Atlanta, GA 30303

(404) 889-2059  
Accounts.Payable@fultoncountyga.gov

### SERVICE ADDRESS

185 Central Ave SW  
Atlanta, GA 30303

### CONTACT US

3137 E Fairview Road  
McDonough, GA 30252

(404) 545-7295  
info@jsquaredconnect.com

## ESTIMATE

Services	amount
Demo	\$2,000.00
- Demo existing 5" pipes and fittings that have been compromised by electrolysis	
Labor	\$6,250.00
- Install 70' of 4" copper waterline and fittings	
Insulation	\$1,750.00
Materials	amount
Piping, Fittings, etc.	\$8,000.00
Subtotal	\$18,000.00
Total	\$18,000.00

Thank you for your business.





ESTIMATE	#553
TOTAL	\$36,000.00

## J2 Connect, Inc.

Fulton County Government (Central Zone)  
141 Pryor St SW, Suite 7001  
Atlanta, GA 30303

(404) 889-2059  
Accounts.Payable@fultoncountyga.gov

### SERVICE ADDRESS

136 Pryor St SW  
Atlanta, GA 30303

### CONTACT US

3137 E Fairview Road  
McDonough, GA 30252

(404) 545-7295  
info@jsquaredconnect.com

## ESTIMATE

Services	amount
Labor	\$8,000.00
- Remove, replace, relocate Watts 4" Series LF909-FS Backflow Preventer from the ceiling location approx. 15ft high to 4ft above the floor	
- Includes Floor Mounted Support	
Excludes:	
Any Unforeseen Circumstances	
Demo/Haul Off	\$1,500.00
Insulation	\$1,200.00
After Hours Labor	\$780.00
50% Deposit	
Deposit required before work started to order material \$18,000	
Materials	amount
Backflow, Piping, etc.	\$24,520.00
Subtotal	\$36,000.00
Total	\$36,000.00

Thank you for your business.



ESTIMATE	#548
TOTAL	\$7,375.00

## J2 Connect, Inc.

Fulton County Government (Central Zone)  
141 Pryor St SW, Suite 7001  
Atlanta, GA 30303

(404) 889-2059  
Accounts.Payable@fultoncountyga.gov

### SERVICE ADDRESS

185 Central Ave SW  
Atlanta, GA 30303

### CONTACT US

3137 E Fairview Road  
McDonough, GA 30252

(404) 545-7295  
info@jsquaredconnect.com

## ESTIMATE

Services	amount
Labor Water Fountain in 8-E	\$1,040.00
- Remove a single wall hung water fountain w/bottle filler	
- Install a single wall mounted water fountain w/ bottle filler	
Carpentry	\$3,387.69
- Wall modification to recess fountain into the wall ADA compliant (Framing, Drywall, and Paint if required)	
Materials	amount
Water Fountain	\$1,947.31
Carpentry Materials	\$1,000.00
Subtotal	\$7,375.00
Total	\$7,375.00

Thank you for your business.





ApproveRequest Changes

**B&W Mechanical Contractors, Inc**

**From** 1940 Riverside Parkway  
Lawrenceville, GA 30043  
(678) 381-7551

Quote No. **2015268**  
Type Sales  
Prepared By Chris Kinney  
Created On 09/22/2022



adjustment to the Subcontract schedule and duration to account for such disruptions, suspensions, and impacts. To the extent any of the causes identified herein results in an increase in the price of labor, materials, or equipment used in the performance of this Subcontract or other costs of performance of the Subcontract, Subcontractor shall be entitled to an equitable adjustment to the Subcontract price for such increases, provided Subcontractor presents documentation of such increases (including the original prices and/or estimates) and evidence of Subcontractors reasonable efforts to find alternative sources of material or equipment supply and/or labor at the original/non-impacted prices and/or estimates.

#### Services to be completed

##### Commercial Plumbing

Camera lines regarding previous job 25612676. Up to 600 feet of line.

**GRAND TOTAL**    \$7,860.00

## Terms and Conditions

1. All Contractor's labor and materials sold for repair work to existing equipment is warranted against defects in workmanship or materials under normal use for sixty (60) days after installation.
2. On all new equipment installations, Contractor warranties labor only for a period of one (1) year, parts are per equipment manufacturers warranty period.
3. Any problems resulting in warranty claims will be addressed during normal business hours, Monday through Friday. Repairs requiring after-hours work at premium charges will be billable to the customer for the premium charge only.
4. In case of any failure to perform its obligations under this Agreement, Contractor's Liability is limited to repair or replacement at its option, and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to be accident, alteration, abuse or misuse, and shall not extend beyond the term of this agreement.
5. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal working hours.
6. Contractor will not be required to move, replace, or alter any part of the building structure in the performance of this Agreement.
7. If a trouble call is made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Contractor may charge Customer at the rate then in effect for such services.
8. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount to be negotiated or on a time and material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
9. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection of riot, action of the elements, forces of nature, or by any cause beyond its control.
10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets(MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement, or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, Contractor's sole obligation will be to notify the owner of the existence of such products and materials. Contractor shall have the right thereafter to suspend its work until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equally adjusted.



Valid Until 10/07/2022

**Fulton County Dept of Real Estate and Asset Management Standby Plumbing Service  
21ITB130241C-CG**

**Quote For** Lewis R Station Courthouse  
136 Pryor Street Southwest  
Atlanta, GA 30303

## Description of Work

### Camera Work

- Quote to camera drain lines as an extension of previous work/service call due to blockages as noted with job #25612676
- Coordinate all services with customer representative
- Isolate water flow through the work area to allow for camera work
- We will need to access piping on riser(s) of interest
- Camera lines and make recording for customer
- Use locator to attempt to trace the specific "main" drain line from the second floor to the exterior/street
- Note any piping deficiencies or areas of concern
- Communicate findings to the customer
- Allow for drainage and flow to start
- Cover access points to the piping
- Clean area of work related debris

### Clarifications/Exclusions

- Safety First practices
- To be performed during normal business hours (Mon-Fri 7:00 am - 4:00 pm) and/or after normal business hours (Mon-Fri 5:00 pm - 5:00 am)/(Sat. 7:00 am - 4:00 pm)
- Any Additional deficiencies discovered during execution will be quoted separately
- *Recommend this work be completed as a time and material service vs a quoted service*
- *This quote does not allow for any repairs*
- *This quote allows for 2 men up to 24 hours each, (48 total man-hours/ 3 work days)*
- We intend to camera up to 600ft of drain line. Access to the work areas, access into the drains, and piping configuration will ultimately determine how much/quickly piping can be inspected
- A customer representative will need to be on site during camera work to help with work area access and site layout/plans of the building
- Customer will need to provide parking in on site area for equipment movements
- We will re-install existing plugs/caps.
- **Proposal Valid for 15 days**

#### Epidemic Rider

Notwithstanding any provision(s) of this Subcontract, if as a direct or indirect result of any virus, disease, contagion, including but not limited to COVID-19, (individually or together Epidemic) Subcontractors work is delayed, disrupted, suspended, or otherwise impacted by, including, but not limited to, (1) disruptions to material and/or equipment supply; (2) illness of Subcontractors workforce and/or unavailability of labor; (3) government quarantines, shelter-in-place orders, closures, or other mandates, restrictions, and/or directives; (4) Owner or Contractor restrictions and/or directives; and/or (5) fulfillment of Subcontractors contractual or legal health and safety obligations associated with an Epidemic; then Subcontractor shall be entitled to an equitable

12. To the fullest extent permitted by law, each party shall indemnify (the "Indemnifying Party") and hold harmless the other party (the "Indemnified Party"), its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of the Indemnifying Party, anyone directly or indirectly employed by the Indemnifying Party, or anyone for whose acts the Indemnifying Party may be liable. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will either party be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of customers tenants or clients, or any special, indirect or consequential damages. Contractor and Customer hereby mutually agree to waive subrogation under their respective property insurance policies.

## Comments

No Comments

Add Comment

Add Comment

Cancel

## Approve Quote Close

Please confirm that you approve this quote. B&W Mechanical Contractors, Inc will be notified that you have authorized them to perform this work.

Please make sure your name and email address are correct:

Benjamin Wright benjamin.wright@fultonc

Enter your purchase order number, if you have one:  ☐ Checking this confirms that you have read and accepted the Quote Terms and Conditions.

Approve Quote

## Request Changes to Quote Close

Enter any parts, services, or labor on this quote that you would like the vendor to change.

Enter any changes  
on this quote

Request Changes

Powered by  servicetrade





**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
04/01/2022	06/30/2022	01/1/2022	12/31/2022
Purchaser Order Number		Purchase Order Date	
DO 012422-0068		01/24/2022	
Department			

**REAL ESTATE AND ASSET MANAGEMENT**

Bid Number	Service Commodity
21ITB1302418G-CG	STANDBY PLUMBING REPAIR
Contractor	

**TALON PROPERTY SERVICES**

**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 checked="" type="radio"/> 3 <input type="radio"/> 4	Comments: Vendor provided services and goods that complies with the specifications. Technicians assigned to the work were sufficiently knowledgeable.

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 checked="" type="radio"/> 2 <input type="radio"/> 3 <input type="radio"/> 4	Comments: Response to calls needs a little improvement, but after discussing with Mr. Robert Heller of Talon Property Services, he agreed to make improvements in the way they respond.

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	Comments: Vendor has improved their communications and quality of response to inquiries. Their office staff provided excellent responses to calls and inquiries and never was there an occasion where calls were not answered. Vendor showed lot of interest in improving business relations.
<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: The work was always to technical specifications. Never was there a need for call back. However improvements need to be made in work area preservation and cleanup. Within budget always. Invoicing was detailed and thoroughly professional.
<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: Contractor's key personnel possessed credentials and experience sufficient to undertake assigned work. Good Supervision of field services and very effective support from Admin Staff was available.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

Overall Performance Rating	3.00	Date	7/27/2022
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	<i>Joseph Davis</i>		

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

Submit

Print

Save





**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**GOODS AND COMMODITIES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
4/01/2022	6/30/2022	1/01/2022	12/31/2022
Purchaser Order Number		Purchase Order Date	
520 012422-0069		1/24/2022	
Department			
Real Estate And Asset Management			
Bid Number		Service Commodity	
21ITB1302418C-CG		Standby Plumbing Maintenance & Repair	
Contractor			
J2 Connect Inc.			
<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 meets the specification compliance requirements. The Administration team was knowledgeable and delivered as needed. Personnel Qualifications was met contract requirements.	
<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 Vendor did improve in meeting the Milestones Per Contract. Response time was acceptable and noted. Vendor Responsiveness to direction and change as needed has improved. On time completion is in good standings Per the end user.	
<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 did respond to inquiries in a timely manner. Also notified end user of issues that had impacted response time and completion.
<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	Comments Vendor did meet user quality expectations and specifications. Invoicing was delivered in a timely manner.
<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 Vendors Techs demonstrates professionalism and has the credentials and experience. good management in delivering. Also noticed vendor is working on improving in this area.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

Overall Performance Rating	3.20	Date	7/28/2022
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Benjamin. Wright		
Department Head Name:	Joseph Davis		
Department Head Signature	<i>Joseph Davis</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





**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
04/01/22	06/30/22	01/01/22	12/31/22
Purchaser Order Number		Purchase Order Date	
012622*095		01/26/22	
Department			
Real Estate and Asset Management			
Bid Number		Service Commodity	
21ITB1302418C-CG		Standby Plumbing Repair Services	
Contractor			
B & W Mechanical Contractors, Inc			
<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: Everyone is very knowledgeable and provides excellent quality of work.		
<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: Work is always completed in a timely manner.		
<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: Response time is great and very professional in addressing plumbing issues.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	Comments: Contractor meets expectation and always available when call upon. Sometimes a little slow with the invoicing after work is completed.
	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: Wonderfully relationship with office personnel as well as technical staff
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	3.60	Date	7/1/2022
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Wadell Prothro		
Department Head Name:	Joseph Davis		
Department Head Signature	<i>Joseph Davis</i>		

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

Print

Save

	<b>County Facility</b>	<b>Project Description</b>	<b>Project Cost</b>
1	Quality Living Services	Trench and install up to 180' of 1-1/2" yellow poly gas piping on the right side of the building to supply gas to the heaters. Install up to 100' of 2" threaded gas piping on the roof to provide gas to the kitchen and water heater.	\$39,343.00
2	Lewis Slaton Courthouse and Justice Tower	4" Control valve in the Mechanical Room on the 2 <sup>nd</sup> floor of Lewis Slaton building is defective and needs replacement. Section between two 4" control valves on the 2 <sup>nd</sup> floor mezzanine floor of Justice Tower is leaking. This section along with the two valves need replacement. Install a 3" ball valve on the main line from the City water supply to low levels of Lewis Slaton Courthouse, to cut off water without involvement from City (avoids delays in the event of a pipeline break or other repairs in our system)	\$23,169.45
3	Justice Tower	Replace existing 70' of 5" copper pipe, compromised due to electrolytic corrosion, with 4" copper pipe	\$18,000.00
4	Lewis Slaton Courthouse	The back flow preventor that protects domestic water from contaminated and dosed cooling tower water and chilled water is not working and is leaking. This is installed at a height of over 20 feet with no safe way of maintaining or testing. Replacing this device and re-locating it to floor level for easy access and maintenance.	\$36,000.00
5	Justice Tower	Replacing and bringing to ADA compliance the water fountain in the Jury Room of Court Room 7E	\$7,375.00

6	Lewis Slaton Courthouse	Probing and blowing down 6 storm drains in Lewis Slaton Courthouse to check and prevent flooding due to drain back up	\$7,860.00
	<b>Total Costs</b>		<b>\$131,747.45</b>





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 22-0827

Meeting Date: 11/2/2022

### Department

Behavioral Health and Development Disabilities

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

Request approval of recommended proposals - Department of Behavioral Health and Developmental Disabilities, 22RFP038A-CJC, Fulton County Behavioral Health Network in an total amount not to exceed \$13,387,253.80 with (A) River Edge Behavioral Health Community Service Board (Macon, GA) in an amount not to exceed \$4,170,754.27, to provide Minority AIDS Initiative (MAI), Core Adult Outpatient - Center for Health & Rehabilitation, Permanent Supportive Housing (PSH), DUI - North Fulton Service Center, Center for Health & Rehabilitation & South Fulton Service Center, Misdemeanor Mental Health Court (MMC); (B) Chris 180, Inc. (Atlanta, GA) in an amount not to exceed \$3,587,901.04, to provide School Based Mental Health - 38 Fulton Schools, Text 4 Help, Core Child & Adolescent Outpatient - Adamsville & North Fulton, Clubhouse for Youth, Re-Entry - Fulton County Jail; (C) The Summit Counseling Center, Inc. in an amount not to exceed \$924,054.53, to provide School Based Mental Health - 28 Fulton Schools; (D) Grady Memorial Hospital d/b/a Grady Health System (Grady) in an amount not to exceed \$2,969,430.00, to provide Core Adult Outpatient - North Fulton Service Center & South Fulton Service Center, Re-Entry (Women on the Rise), SRU - Fulton County Jail; (E) Health Connect America (HCA) d/b/a Georgia Hope in an amount not to exceed \$800,000.00, to provide Core Child & Adolescent Outpatient - Oak Hill; and (F) Step Up on Second Street, Inc. in an amount not to exceed \$935,113.96, to provide Permanent Supportive Housing (124 units). These providers will provide expanded services to help the County drive towards its purpose to increase access to behavioral health services, establish a County-wide provider network, and strengthen the experience of clients seeking behavioral health services from Fulton County. Effective January 1, 2023 through December 31, 2023, with nine renewal options.

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

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

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

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.)*

**Scope of Work:** The Department of Behavioral Health & Developmental Disabilities recommends approval of the Contractors that are qualified to enter into a contractual agreement to help the County drive towards its purpose: to increase access to behavioral health services, establish a County-wide provider network, and strengthen the experience of clients seeking behavioral health services from Fulton County. The Fulton County Department of BHDD has expanded services beyond Core Outpatient to include School-based therapy, Text 4 Help, Permanent Supportive Housing wrap around services, DUI Treatment Court, Misdemeanor Mental Health Court, and screening & Re-entry services. The department continues to operate grant programs funded by the Georgia Department of Behavioral Health & Developmental Disabilities to include Clubhouse for Youth and Early Intervention HIV Testing. In addition, the department implemented two federally grant-funded programs: Comprehensive Opioid Stimulant, and Substance Abuse Site-based Program (COSSAP) and MINORITY AIDS INITIATIVE: Substance Use Disorder Treatment for Racial/Ethnic Minority Populations at High Risk for HIV/AIDS. Currently the Department of BHDD seeks multiple providers to continue delivering high quality care to more residents in a cost-effective manner, expand and strengthen the Fulton County behavioral health provider network, and improve outcomes. Services under this contract will include a full array of mental health & substance use disorder treatment for children, adolescents, and adults, evidenced based, outcome driven with the ability to deliver culturally competent care to all County residents. Based on Fulton County's population, services should include considerations for special populations, including individuals who are unsheltered, Veterans, justice-involved, incarcerated, and youth. In addition to these critical services, the County desires to drive effective care coordination across its contracted network of providers, with a particular focus on individuals demonstrating elevated risk and/or transitioning between challenging environments.

The detailed cost for each service per Service Provider is attached as Exhibit 1.

**Community Impact:** Provide community mental health and substance abuse services to individuals within Fulton County.

**Department Recommendation:** Recommend the approval of the Board of Commissioners to approve the Contractors.

**Project Implications:** None

**Community Issues/Concerns:** None



Department Issues/Concerns: None

Contract Modifications: This is a new procurement

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

Contract Value: **\$13,387,253.80.00**

**Prime Vendor:** River Edge Behavioral Health Community Service Board  
**Prime Status:** \*Georgia Community Service Board - Tier 1 Provider (O.C.G.A. §37-2-6)  
**Location:** Macon, Georgia  
**County:** Bibb County  
**Prime Value:** \$4,170,754.27 or 100.00%

**Prime Vendor:** Chris 180, Inc.  
**Prime Status:** Non-Profit  
**Location:** Atlanta, Georgia  
**County:** Fulton County  
**Prime Value:** \$3,587,901.04 or 100.00%

**Prime Vendor:** The Summit Counseling Center, Inc.  
**Prime Status:** Non-Profit  
**Location:** Johns Creek, Georgia  
**County:** Fulton County  
**Prime Value:** \$924,054.53 or 100.00%

**Prime Vendor:** Grady Memorial Hospital d/b/a Grady Health System  
**Prime Status:** \*Georgia Community Service Board - Tier 2+ Provider (O.C.G.A. §37-2-6)  
**Location:** Atlanta, Georgia  
**County:** Fulton County  
**Prime Value:** \$2,969,430.00 or 100.00%

**Prime Vendor:** Health Connect America (HCA) d/b/a Georgia Hope  
**Prime Status:** \*Georgia Community Service Board - Tier 2+ Provider (O.C.G.A. §37-2-6)  
**Location:** Woodstock, Georgia  
**County:** Cherokee County  
**Prime Value:** \$800,000.00 or 100.00%

**Prime Vendor:** Step Up on Second Street, Inc.  
**Prime Status:** Non-Profit  
**Location:** Decatur, Georgia  
**County:** Dekalb County  
**Prime Value:** \$935,113.96 or 100.00%

**Grand Contract Value:** **\$13,387,253.80.00 or 100.00%**

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

Exhibit 1:

Exhibit 2: Award Recommendation Letter

Exhibit 3: Contractor Performance Reports

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

LaTrina Foster, LPC, Director of BHDD, (404)612-1687

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount:

Previous Adjustments:

This Request: \$13,387,253.80

TOTAL: \$13,387,253.80

**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:**

TBD

Key Contract Terms	
Start Date: 1/1/2023	End Date: 12/31/2023
Cost Adjustment: None	Renewal/Extension Terms: 9 Renewal Options

**Overall Contractor Performance Rating:**

- (A) River Edge Behavioral Health Community Service Board
- (B) Chris 180, Inc.
- (C) The Summit Counseling Center, Inc.
- (D) Grady Memorial Hospital d/b/a Grady Health System      New Provider
- (E) Health Connect America (HCA) d/b/a Georgia Hope      New Provider
- (F) Step Up on Second Street, Inc.      New Provider

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

Yes

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

**A. River Edge**

1. Minority AIDS Initiative (MAI) – Center for Health & Rehabilitation – Proposed Cost: \$119,972.43
2. Core Adult Outpatient - Center for Health & Rehabilitation – Proposed Cost: \$2,056,657
3. Permanent Supportive Housing (PSH) - \$1,093,080.34 (148 units)
4. DUI – North Fulton Service Center, Center for Health & Rehabilitation & South Fulton Service Center – Proposed Cost: \$512,256.54
5. Misdemeanor Mental Health Court (MMC) – Courthouse – Proposed Cost \$388,787.96

**B. CHRIS180**

1. School Based Mental Health – 38 Fulton Schools – Proposed Cost: \$1,254,082
2. Text 4 Help – Proposed Cost: \$17,142
3. Core Child & Adolescent Outpatient – Adamsville & North Fulton – Proposed Cost: \$1,560,000
4. Clubhouse for Youth - \$327,740
5. Re-Entry – Fulton County Jail – Proposed Cost: \$428,937

**C. Summit**

1. School Based Mental Health – 28 Fulton Schools – Proposed Cost: \$924,054.53

**D. Grady**

1. Core Adult Outpatient – North Fulton Service Center & South Fulton Service Center – Proposed Cost: \$2,181,106
2. Re-Entry (Women on the Rise) – Union City Jail – \$505,650
3. SRU – Fulton County Jail – Proposed Cost: \$282,674

**E. Georgia Hope**

1. Core Child & Adolescent Outpatient – Oak Hill – Proposed Cost: \$800,000


**F. Step up on Second**

1. Permanent Supportive Housing – Proposed Cost: \$873,336.96 (124 units)
2. 2022 One time Start Up Cost = \$61,777



## INTER-OFFICE MEMORANDUM

TO: Charlie Crockett, Chief Assistant Purchasing Agent  
Felicia Strong-Whitaker, Director  
Department of Purchasing & Contract Compliance

FROM: LaTrina Foster, Director   
Department of Behavioral Health & Developmental Disabilities

DATE: October 25, 2022

SUBJECT: Recommended Vendors for 22RFP038A-CJC –  
Fulton County Behavioral Health Network

Please be advised that the Vendors listed below have never done business with the Department of Behavioral Health and Developmental Disabilities.

1. Summit
2. Georgia Hope
3. Step Up on Second
4. Grady (Women on the Rise)



**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**


**CONTRACTORS PERFORMANCE REPORT**

Report Period Start		Report Period End		Contract Period Start		Contract Period End	
7/1/22		9/30/22		1/1/18		12/31/22	
Purchaser Order Number				Purchase Order Date			
18SC111179A-CJC				1/24/18			
Department –							
Behavioral Health and Developmental Disabilities							
Bid Number				Service Commodity –			
18SC111179A-CJC				18SC111179A-CJC			
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.					
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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	<p>Since modified scheduling has been implemented to continue offering the option of either in person or virtual services improvements have been made in overall no show rates.. CHRIS 180 is proactive and responsive to meet the needs of both staff and clients. CHRIS 180 is cooperative when special requests are made for staff participation in special events or unscheduled data requests. The Emerging Adult Re-Entry team continues to provide quality services. Text 4 Help on-call clinicians continue to respond to messages within the expected timeframe of 3 minutes or less with appropriate responses and follow up. Reports are made available in real time via the portal.</p>					
	1						
	2						
	3						
X	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	Through the 3rd quarter of 2022, CHRIS 180 in the CORE services program was able to serve 935 unique clients and is on track to exceed the goal of 1,000 clients per year. For Core services, there was timely submission of monthly and quarterly reports and there were no to minimal errors on the reports. The Re-Entry monthly report was turned in on time during the quarter. Quarterly reports remain timely for School-based mental health services and responses to any additional requests are always immediate.
	1	
	2	
X	3	
	4	
3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
	0	The CHRIS 180 organization is an established collaborative partner and contractor throughout the Fulton County Government structure. The importance of making a clear distinction about where services are being provided to clients on behalf of Fulton County is periodically discussed and it is recommended this information is shared regularly with direct service personnel. This distinction is important because CHRIS 180 has numerous partnerships and programs with other entities within the Fulton County community. CHRIS 180 proactively makes the efforts to implement strategies to improve outcomes, i.e. distribution of Play Therapy kits for clients, planning of Team Building events. The organization has implemented strategies to recruit and retain staff when the overall turnover rate remains high across the industry through the practice of promoting from within the organization. The organization is always responsive to staff special events.
	1	
	2	
X	3	
	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)
	0	The CHRIS 180 customer service rating during the 3rd quarter of 2022 is 92.3% is a decrease from the 2 <sup>nd</sup> quarter, however it exceeded the 80% benchmark and includes survey comments received from clients and their families in monthly reports as well as how any complaints were addressed, while most comments are positive and areas of improvement include staff turnover and client communication. Recommendations made to the agency related to significantly increasing the return rate of surveys because it is currently less than 10%. Customer Satisfaction surveys need to be implemented in the specialty programs. Invoices are submitted in a timely manner and are mostly accurate each month and quarter. CLASS participants that have received services from CHRIS 180 report receiving excellent care.
	1	
	2	
	3	
X	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
	0	The organization is experiencing staffing and retention challenges which is an industry trend and makes the effort to communicate changes to affected clients in a timely manner. The agency was successful in filling key leadership positions for Clinical Director and Operations Manager with internal candidate promotions during the 2 <sup>nd</sup> quarter. As staffing changes occur, Clients are transferred to existing staff's caseloads and jobs are posted promptly to decrease programmatic impact. CHRIS 180 has struggled with adequately staffing the Clubhouse program and has not been fully staffed since 2021 but during this 3 <sup>rd</sup> has been able to fill key position. The CHRIS 180 - Fulton Leadership Team participates in weekly meetings with the
	1	
	2	
X	3	
	4	

		Fulton BHDD team to provide important programmatic updates. SBMH services continue to recruit and hire counselors to support all of the schools within the district.	
Overall Performance Rating		3.4	Date 10/15/22
Would you select/recommend this vendor again?		Yes	
Rating completed by:		Erika Williams-Walker	
Department Head Name:		LaTrina Foster	
Department Head Signature			




**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

Report Period Start		Report Period End		Contract Period Start		Contract Period End	
7/1/22		9/30/22		1/1/18		12/31/22	
Purchaser Order Number				Purchase Order Date			
18SC111179A-CJC				1/24/18			
Department –							
Behavioral Health and Developmental Disabilities							
Bid Number				Service Commodity –			
18SC111179A-CJC				18SC111179A-CJC			
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	The River Edge team consistently provides routine outpatient behavioral health care via in-person and telehealth services in three Fulton County locations and in the community based on the program area. The organization experienced difficulty during the quarter with its ability to offer individual counseling services to new clients who requested the service in the outpatient clinics due to inadequate staffing. After the intervention of the Fulton County BHDD Leadership Team the necessary adjustments were made to allocate the necessary resources in order to offer the service. Specialty services were able to provide quality services during the second quarter.					
	1						
X	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	River Edge has exceeded the client service initiation time standards per the contract and key performance measures. The no show rate for Psychiatric assessments decreased significantly during the 3rd qtr. Through the 3rd quarter of 2022, 1,973 unique clients were served in the core outpatient behavioral health program.
	1	
	2	
X	3	
	4	
3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
	0	River Edge maintains a collaborative working relationship with the Fulton County BHDD Leadership Team. The River Edge team has participated in community outreach events as requested by the Department. Since the implementation of a streamlined referral process, improvements have been made to decrease barriers to service for both internal and external partners. The agency can improve by appropriately notifying the Fulton County BHDD Leadership Team of adjustments to service provision due to staffing or any other reasons.
	1	
	2	
X	3	
	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)
	0	Data submitted during the 2nd quarter showed an overall customer service rating for Core outpatient behavioral health programs was 93.6% and is an increase from the 3rd quarter but exceeds the 80% benchmark. Customer service dissatisfaction comments are in the area of wait times and staff complaints. A high rate of duplicate clients receiving services is a mechanism to indicate client satisfaction. Due to the implementation of electronic anonymous customer service surveys, transparency and the ability for Clients to provide honest feedback has increased.
	1	
	2	
	3	
X	4	

5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)		
	0	Ongoing weekly meetings between River Edge and the Fulton County BHDD's leadership team is effective in providing programmatic and leadership updates. River Edge has the ability to promptly post and interview for vacant positions. The Human Resources division indicates there is a focus on attracting more potential candidates from within Fulton County and the surrounding area, however no specific plans are in place. During the contract, the organization has not been fully staffed based on contractual obligations and the turnover rate remains high. The organization has successfully staffed a psychiatrist at the North Fulton Service Center to eliminate the need to access psychiatrist services outside of their service area and contribute to the high no show rate. A new strategy was implemented during the 1 <sup>st</sup> quarter to address the overall leadership staffing hierarchy within the Fulton County contract; however, the changes have not yielded any notable changes		
	1			
X	2			
	3			
	4			
Overall Performance Rating		2.8	Date	10/15/22
Would you select/recommend this vendor again?		Yes		
Rating completed by:		Erika Williams-Walker		
Department Head Name:		LaTrina Foster		
Department Head Signature				



## INTEROFFICE MEMORANDUM

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

**FROM:** Evaluation Committee Recommendation Letter

**DATE:** October 6, 2022

**PROJECT:** 22RFP038A-CJC, Fulton County Behavioral Health Network

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Behavioral Health and Developmental Disabilities.

Four (4) qualified firms submitted proposals for evaluation and consideration for award of Clubhouse For Youth Grant Program:

1. Chris 180
2. First Integrated Community Care Services
3. Odyssey Family Counseling Center
4. DCA-GA Hope

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 Chris 180 with a total score of 91.60%, is the recommended vendor for the award of 22RFP038A-CJC, Fulton County Behavioral Health Network

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:***

LaTrina Foster, Director  
Behavioral Health and Developmental Disabilities

Cassandra Kirk, Chief Judge  
Fulton County Magistrate Court

Lynette Allen, Program Evaluation Specialist  
Behavioral Health and Developmental Disabilities

Afrika Cotton, Behavioral Health Manager  
Behavioral Health and Developmental Disabilities

Erika Williams-Walker, Behavioral Health Program Manager  
Behavioral Health and Developmental Disabilities



EVALUATION CRITERIA	WEIGHT	Chris 180	First Integrated Community Care Services	Odyssey Family Counseling Center	DCA-GA Hope
Project Approach	40.0%	36.0%	2.0%	36.0%	32.0%
Relevant Project Experience/ Past Performance	30.0%	28.50%	3.0%	27.0%	25.50%
Qualifications of Key Personnel	8.0%	7.60%	1.60%	8.0%	6.80%
Availability of Key Personnel	5.0%	4.50	0.75%	4.50%	4.25%
Local Preference	5.0%	5.0%	0.0%	5.0%	0.0%
Service Disabled Veterans Preference	2.0%	0.0%	0.0%	0.0%	0.0%
Cost Proposal	10.0%	10.0%	0.0%	8.56%	8.56%
TOTAL SCORE:	100%	91.60%	7.35%	89.06%	77.11%



## INTEROFFICE MEMORANDUM

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

**FROM:** Evaluation Committee Recommendation Letter

**DATE:** October 6, 2022

**PROJECT:** 22RFP038A-CJC, Fulton County Behavioral Health Network

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Behavioral Health and Developmental Disabilities.

Four (4) qualified firm submitted proposals for evaluation and consideration for award of Core Child and Adolescent Outpatient:

1. Chris 180
2. First Integrated Community Care Services
3. Odyssey Family Counseling Center
4. DCA-GA Hope

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 Chris 180 with a total score of 92.50 and DCA-GA Hope with a total score of 84.68%, is the recommended vendor for the award of 22RFP038A-CJC, Fulton County Behavioral Health Network.

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:***

LaTrina Foster, Director  
Behavioral Health and Developmental Disabilities

Cassandra Kirk, Chief Judge  
Fulton County Magistrate Court

Lynette Allen, Program Evaluation Specialist  
Behavioral Health and Developmental Disabilities

Afrika Cotton, Behavioral Health Manager  
Behavioral Health and Developmental Disabilities

Erika Williams-Walker, Behavioral Health Program Manager  
Behavioral Health and Developmental Disabilities

Evaluation Committee Recommendation Letter

October 6, 2022

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EVALUATION CRITERIA	WEIGHT	Chris 180	First Integrated Community Care Services	Odyssey Family Counseling Center	DCA-GA Hope
Project Approach	40.0%	36.0%	12.0%	36.0%	36.0%
Relevant Project Experience/ Past Performance	30.0%	28.50%	7.50%	24.0%	28.50%
Qualifications of Key Personnel	8.0%	8.0%	2.0%	7.20%	7.20%
Availability of Key Personnel	5.0%	5.0%	0.50%	4.0%	4.75%
Local Preference	5.0%	5.0%	0.00%	5.0%	0.00%
Service Disabled Veterans Preference	2.0%	0.0%	0.0%	0.0%	0.0%
Cost Proposal	10.0%	10.00%	0.0%	4.42%	84.68%
TOTAL SCORE:	100%	92.50%	22.00%	80.62%	84.68%



## INTEROFFICE MEMORANDUM

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

**FROM:** Evaluation Committee Recommendation Letter

**DATE:** October 6, 2022

**PROJECT:** 22RFP038A-CJC, Fulton County Behavioral Health Network

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Behavioral Health and Developmental Disabilities.

Two (2) qualified firms submitted proposals for evaluation and consideration for award of DUI:

1. First Integrated Community Care Services
2. River Edge Behavioral Health

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 River Edge Behavioral Health with a total score of 68.70%, is the recommended vendor for the award of 22RFP038A-CJC, Fulton County Behavioral Health Network.

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:***

LaTrina Foster, Director  
Behavioral Health and Developmental Disabilities

Cassandra Kirk, Chief Judge  
Fulton County Magistrate Court

Lynette Allen, Program Evaluation Specialist  
Behavioral Health and Developmental Disabilities

Afrika Cotton, Behavioral Health Manager  
Behavioral Health and Developmental Disabilities

Erika Williams-Walker, Behavioral Health Program Manager  
Behavioral Health and Developmental Disabilities

EVALUATION CRITERIA	WEIGHT	First Integrated Community Care Services	River Edge Behavioral Health
Project Approach	40.0%	6.0%	22.0%
Relevant Project Experience/ Past Performance	30.0%	3.0%	25.50%
Qualifications of Key Personnel	8.0%	1.60%	7.20%
Availability of Key Personnel	5.0%	.50%	4.0%
Local Preference	5.0%	0.0%	0.0%
Service Disabled Veterans Preference	2.0%	0.0%	0.0%
Cost Proposal	10.0%	0.0%	10.0%
<b>TOTAL SCORE:</b>	<b>100%</b>	<b>11.10%</b>	<b>68.70%</b>





## INTEROFFICE MEMORANDUM

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

**FROM:** Evaluation Committee Recommendation Letter

**DATE:** October 6, 2022

**PROJECT:** 22RFP038A-CJC, Fulton County Behavioral Health Network

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Behavioral Health and Developmental Disabilities.

Three (3) qualified firms submitted proposals for evaluation and consideration for award of Misdemeanor Mental Court:

1. First Integrated Community Care Services
2. Grady Health System
3. River Edge Behavioral Health

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 River Edge Behavioral Health with a total score of 89.50, is the recommended vendor for the award of 22RFP038A-CJC, Fulton County Behavioral Health Network.

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:***

LaTrina Foster, Director  
Behavioral Health and Developmental Disabilities

Cassandra Kirk, Chief Judge  
Fulton County Magistrate Court

Lynette Allen, Program Evaluation Specialist  
Behavioral Health and Developmental Disabilities

Afrika Cotton, Behavioral Health Manager  
Behavioral Health and Developmental Disabilities

Erika Williams-Walker, Behavioral Health Program Manager  
Behavioral Health and Developmental Disabilities

EVALUATION CRITERIA	WEIGHT	First Integrated Community Care Services	Grady Health System	River Edge Behavioral Health
Project Approach	40.0%	6.0%	26.0%	26.0%
Relevant Project Experience/ Past Performance	30.0%	4.50%	18.0%	24.0%
Qualifications of Key Personnel	8.0%	1.60	6.0%	6.80%
Availability of Key Personnel	5.0%	0.75%	3.50%	4.0%
Local Preference	5.0%	0.0%	5.0%	0.0%
Service Disabled Veterans Preference	2.0%	0.0%	0.0%	0.0%
Cost Proposal	10.0%	0.0%	6.30%	10.0%
TOTAL SCORE:	100%	12.85%	64.80%	70.80%



## INTEROFFICE MEMORANDUM

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

**FROM:** Evaluation Committee Recommendation Letter

**DATE:** October 6, 2022

**PROJECT:** 22RFP038A-CJC, Fulton County Behavioral Health Network

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Behavioral Health and Developmental Disabilities.

Four (4) qualified firms submitted proposals for evaluation and consideration for award of Re-entry Services:

1. Chris 180
2. First Integrated Community Care Services
3. Grady Health System
4. River Edge Behavioral Health

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 Chris 180 with a total score of 82.49 and Grady Health System with a total score of 79.15%, is the recommended vendor for the award of 22RFP038A-CJC, Fulton County Behavioral Health Network.

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:***

LaTrina Foster, Director  
Behavioral Health and Developmental Disabilities

Cassandra Kirk, Chief Judge  
Fulton County Magistrate Court

Lynette Allen, Program Evaluation Specialist  
Behavioral Health and Developmental Disabilities

Afrika Cotton, Behavioral Health Manager  
Behavioral Health and Developmental Disabilities

Erika Williams-Walker, Behavioral Health Program Manager  
Behavioral Health and Developmental Disabilities

EVALUATION CRITERIA	WEIGHT	Chris 180	First Integrated Community Care Services	Grady Health System	River Edge Behavioral Health
Project Approach	40.0%	34.0%	10.0%	34.0%	22.0%
Relevant Project Experience/ Past Performance	30.0%	22.50%	6.0%	21.0%	24.0%
Qualifications of Key Personnel	8.0%	7.60%	1.60%	6.40%	6.40%
Availability of Key Personnel	5.0%	4.50%	0.25%	2.75%	3.75%
Local Preference	5.0%	5.0%	0.0%	5.0%	0.0%
Service Disabled Veterans Preference	2.0%	0.0%	0.0%	0.0%	0.0%
Cost Proposal	10.0%	8.89%	0.0%	10.0%	9.61%
<b>TOTAL SCORE:</b>	<b>100%</b>	<b>82.49%</b>	<b>17.85%</b>	<b>79.15%</b>	<b>65.76%</b>



## INTEROFFICE MEMORANDUM

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

**FROM:** Evaluation Committee Recommendation Letter

**DATE:** October 6, 2022

**PROJECT:** 22RFP038A-CJC, Fulton County Behavioral Health Network

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Behavioral Health and Developmental Disabilities.

Four (4) qualified firm submitted proposals for evaluation and consideration for award of School Based Mental Health Therapy:

1. Chris 180
2. First Integrated Community Care Services
3. The Summit Counseling Center
4. DCA-GA Hope

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 Chris 180 with a total score of 88.63% and The Summit Counseling Center with a total score of 86.0%, is the recommended vendor for the award of 22RFP038A-CJC, Fulton County Behavioral Health Network.



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:***

LaTrina Foster, Director  
Behavioral Health and Developmental Disabilities

Cassandra Kirk, Chief Judge  
Fulton County Magistrate Court

Lynette Allen, Program Evaluation Specialist  
Behavioral Health and Developmental Disabilities

Afrika Cotton, Behavioral Health Manager  
Behavioral Health and Developmental Disabilities

Erika Williams-Walker, Behavioral Health Program Manager  
Behavioral Health and Developmental Disabilities

EVALUATION CRITERIA	WEIGHT	Chris 180	First Integrated Community Care Services	Odyssey Family Counseling Center	DCA-GA Hope
Project Approach	40.0%	36.0%	10.0%	30.0%	32.0%
Relevant Project Experience/ Past Performance	30.0%	28.50%	9.0%	28.50%	24.0%
Qualifications of Key Personnel	8.0%	7.40%	1.60%	8.0%	6.80%
Availability of Key Personnel	5.0%	4.75%	0.75%	4.50%	4.25%
Local Preference	5.0%	5.0%	0.0%	5.0%	0.0%
Service Disabled Veterans Preference	2.0%	0.0%	0.0%	0.0%	0.0%
Cost Proposal	10.0%	6.98%	0.0%	10.0%	2.17%
TOTAL SCORE:	100%	88.63%	21.35%	86.0%	69.22%





## INTEROFFICE MEMORANDUM

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

**FROM:** Evaluation Committee Recommendation Letter

**DATE:** October 6, 2022

**PROJECT:** 22RFP038A-CJC, Fulton County Behavioral Health Network

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Behavioral Health and Developmental Disabilities.

Three (3) qualified firms submitted proposals for evaluation and consideration for award of Screen Re-Entry Services:

1. First Integrated Community Care Services
2. Grady Health System
3. River Edge Behavioral Health

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 Grady Health System with a total score of 75.65%, is the recommended vendor for the award of 22RFP038A-CJC, Fulton County Behavioral Health Network.

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:***

LaTrina Foster, Director  
Behavioral Health and Developmental Disabilities

Cassandra Kirk, Chief Judge  
Fulton County Magistrate Court

Lynette Allen, Program Evaluation Specialist  
Behavioral Health and Developmental Disabilities

Afrika Cotton, Behavioral Health Manager  
Behavioral Health and Developmental Disabilities

Erika Williams-Walker, Behavioral Health Program Manager  
Behavioral Health and Developmental Disabilities

EVALUATION CRITERIA	WEIGHT	First Integrated Community Care Services	Grady Health System	River Edge Behavioral Health
Project Approach	40.0%	8.0%	30.0%	20.0%
Relevant Project Experience/ Past Performance	30.0%	7.50%	24.0%	21.0%
Qualifications of Key Personnel	8.0%	1.20%	7.20%	5.60%
Availability of Key Personnel	5.0%	0.50%	3.25%	3.25%
Local Preference	5.0%	0.0%	5.0%	0.0%
Service Disabled Veterans Preference	2.0%	0.0%	0.0%	0.0%
Cost Proposal	10.0%	0.0%	6.20%	10.0%
<b>TOTAL SCORE:</b>	<b>100%</b>	<b>17.20%</b>	<b>75.65%</b>	<b>59.85%</b>



## INTEROFFICE MEMORANDUM

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

**FROM:** Evaluation Committee Recommendation Letter

**DATE:** October 6, 2022

**PROJECT:** 22RFP038A-CJC, Fulton County Behavioral Health Network

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Behavioral Health and Developmental Disabilities.

Three (3) qualified firms submitted proposals for evaluation and consideration for award Supportive Housing:

1. First Integrated Community Care Services
2. River Edge Behavioral Health
3. Step Up on Second Street, 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 River Edge Behavioral Health with a total score of 78.45% and Step Up on Second Street, Inc. with a total score of 76.45%, is the recommended vendor for the award of 22RFP038A-CJC, Fulton County Behavioral Health Network.



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:***

LaTrina Foster, Director  
Behavioral Health and Developmental Disabilities

Cassandra Kirk, Chief Judge  
Fulton County Magistrate Court

Lynette Allen, Program Evaluation Specialist  
Behavioral Health and Developmental Disabilities

Afrika Cotton, Behavioral Health Manager  
Behavioral Health and Developmental Disabilities  
Erika Williams-Walker, Behavioral Health Program Manager  
Behavioral Health and Developmental Disabilities

EVALUATION CRITERIA	WEIGHT	First Integrated Community Care Services	River Edge Behavioral Health	Step Up on Second Street, Inc.
Project Approach	40.0%	6.0%	30.0%	34.0%
Relevant Project Experience/ Past Performance	30.0%	7.50%	27.0%	27.0%
Qualifications of Key Personnel	8.0%	1.20%	7.20%	6.40%
Availability of Key Personnel	5.0%	0.75%	4.25%	3.75%
Local Preference	5.0%	0.0%	0.0%	0.0%
Service Disabled Veterans Preference	2.0%	0.0%	0.0%	0.0%
Cost Proposal	10.0%	0.0%	10.0%	5.60%
<b>TOTAL SCORE:</b>	<b>100%</b>	<b>15.45%</b>	<b>78.45%</b>	<b>76.75%</b>



## INTEROFFICE MEMORANDUM

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

**FROM:** Evaluation Committee Recommendation Letter

**DATE:** October 6, 2022

**PROJECT:** 22RFP038A-CJC, Fulton County Behavioral Health Network

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Behavioral Health and Developmental Disabilities.

Two (2) qualified firms submitted proposals for evaluation and consideration for award of Text 4 Help:

1. Chris 180
2. First Integrated Community Care Services

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 Chris 180 with a total score of 87.85%, is the recommended vendor for the award of 22RFP066A-CJC, Consulting Services (Business Process and Re-engineering).

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:***

LaTrina Foster, Director  
Behavioral Health and Developmental Disabilities

Cassandra Kirk, Chief Judge  
Fulton County Magistrate Court

Lynette Allen, Program Evaluation Specialist  
Behavioral Health and Developmental Disabilities

Afrika Cotton, Behavioral Health Manager  
Behavioral Health and Developmental Disabilities

Erika Williams-Walker, Behavioral Health Program Manager  
Behavioral Health and Developmental Disabilities

EVALUATION CRITERIA	WEIGHT	Chris 180	First Integrated Community Care Services
Project Approach	40.0%	32.0%	4.0%
Relevant Project Experience/ Past Performance	30.0%	28.50%	3.0%
Qualifications of Key Personnel	8.0%	7.60%	2.0%
Availability of Key Personnel	5.0%	4.75%	0.25%
Local Preference	5.0%	5.0%	0.0%
Service Disabled Veterans Preference	2.0%	0.0%	0.0%
Cost Proposal	10.0%	10.0%	0.0%
<b>TOTAL SCORE:</b>	<b>100%</b>	<b>87.85%</b>	<b>9.25%</b>





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 22-0828

Meeting Date: 11/2/2022

### Department

Senior Services

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

Request approval to increase the spending authority - Department of Senior Services, 21RFQ000007A-CJC, In Home Services, in the total amount of \$361,620.21, with (A) Southern Homecare dba Always Caring Homecare (Roswell, GA) in the amount of \$202,487.74; (B) At Home Atlanta (Atlanta, GA) in the amount of \$ 117,319.72; (C) Trusted Hands Senior Care, LLC, (Roswell, GA) in the amount of \$19,076.00; and (D) Help at Home (Newnan, GA) \$22,736.75. Effective upon BOC approval.

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

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

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

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background** The Department of Senior Services recommends approval of increase in spending authority. The increase in spending authority is to cover costs associated with the temporary emergency respite program provided during the pandemic and increased services provided to seniors in FY22. The current authority is not able to support the current service levels.



**Scope of Work:** The In-Home Services Program provides eligible senior residents of Fulton County, aged 60 and above with three (3) types of services: (1) homemaker services, which includes light housekeeping, such as vacuuming, dusting, laundry, dishwashing, etc. (2) Personal Care Services, which includes bathing and grooming, and (3) (Caregiver) Respite Services, which allows for a professional certified staff to care for a senior while the primary caregiver is out of the home conducting essential business.

**Community Impact:** This service allows seniors to remain in their residence and age in place. Homemaker services and personal care create a healthier living environment by clearing trip hazards. Caregivers receive respite and assurance that their loved one is in a safe and supervised environment with a professional healthcare worker.

**Department Recommendation:** The Department of Senior Services recommends approval.

**Project Implications:** As the senior population grows, additional resources will be required to meet the demand for services.

**Community Issues/Concerns:** Seniors will have concerns if services are impacted due to disapproval of this item.

**Department Issues/Concerns:** Home bound seniors will face premature institutionalization at a higher rate, experience increased isolation and have a more difficult time navigating the aging services network to access important resources if services are not provided.

**(A)** Southern Homecare service dba Always Caring Homecare

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0572	8/4/2021	\$528,876.33
1st Renewal	21-0815	10/20/2021	\$906,696.26
2 <sup>nd</sup> Renewal	22-0734	10/5/22	\$583,010.42
<b>This Request</b>			<b>\$202,487.74</b>
Total Revised Amount			\$2,221,070.75

**(B)** At Home Atlanta

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0572	8/4/2021	\$131,440.44
1st Renewal	21-0815	10/20/2021	\$120,000.00
2 <sup>nd</sup> Renewal	22-0734	10/5/22	\$282,239.89
<b>This Request</b>			<b>\$117,319.72</b>
Total Revised Amount			\$651,000.05

**(C)** Trusted Hands

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0572	8/4/2021	\$131,440.44
1st Renewal	21-0815	10/20/2021	\$120,000.00
2 <sup>nd</sup> Renewal	22-0734	10/5/22	\$125,923.88
<b>This Request</b>			<b>\$19,076.00</b>
Total Revised Amount			\$396,440.32

**(D) Help at Home**

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0572	8/4/2021	\$131,440.44
1st Renewal	21-0815	10/20/2021	\$99,346.00
2 <sup>nd</sup> Renewal	22-0734	10/5/22	\$91,840.35
<b>This Request</b>			<b>\$22,736.75</b>
Total Revised Amount			\$345,363.54

**Contract & Compliance Information** *(Provide Contractor and Subcontractor details.)***Total Contract Value: \$361,620.21****(A)****Contract Value: \$202,487.74****Prime Vendor: Southern Homecare Services dba Always Caring Homecare****Prime Status: Non-Minority****Location: Roswell, GA****County: Fulton County****Prime Value: \$202,487.74 or 100.00%****Total Contract Value: \$202,487.74 or 100.00%****Total M/FBE Value: \$-0-****(B)****Contract Value: \$22,736.75****Prime Vendor: Help at Home, LLC****Prime Status: Non-Minority****Location: Newnan, GA****County: Coweta County****Prime Value: \$22,736.75 or 100.00%****Total Contract Value: \$22,736.75 or 100.00%****Total M/FBE Value: \$-0-****(C)****Contract Value: \$117,319.72****Prime Vendor: At Home Atlanta, LLC**

**Prime Status:** African American Male Business Enterprise - Non-Certified

**Location:** Stone Mountain, GA

**County:** DeKalb County

**Prime Value:** \$93,855.78 or 80.00%

**Subcontractor:** Epic Professional

**Subcontract Status:** African American Male Business Enterprise - Non-Certified

**Location:** Duluth, GA

**County:** Gwinnett County

**Contract Value:** \$23,463.94 or 20.00%

**Total Contract Value:** \$117,319.72 or 100.00%

**Total M/FBE Value:** \$117,319.72 or 100.00%

(D)

**Contract Value:** \$19,076.00

**Prime Vendor:** Trusted Hands Senior Care - Certified

**Prime Status:** African American Female Business Enterprise

**Location:** Roswell, GA

**County:** Fulton County

**Prime Value:** \$19,076.00 or 100.00%

**Total Contract Value:** \$19,076.00 or 100.00%

**Total M/FBE Value:** \$19,076.00 or 100.00%

**Grand Prime Total Value:** \$361,620.21 or 100.00%

**Grand M/FBE Value:** \$136,395.72 or 37.72%

## Exhibits Attached

Exhibit 1- Contractor Performance Reports

Exhibit 2 - Amendment 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: \$923,197.65

Previous Adjustments: \$2,329,056.80

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**Agenda Item No.:** 22-0828

**Meeting Date:** 11/2/2022

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This Request: \$361,620.21  
TOTAL: \$3,613,874.66

**Fiscal Impact / Funding Source**

100-183-18IS-1192, General, Senior Services, Aging Grant Supplemental: \$255,598.21  
461-183-AR23-1160, Grant, Senior Services, Professional Services: \$106,022.00

Key Contract Terms	
Start Date: 1/1/2022	End Date: 12/31/2022
Cost Adjustment:	Renewal/Extension Terms:

**Overall Contractor Performance Rating:** 2.88

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

**Report Period Start:** 1/1/22  
**Report Period End:** 6/30/22



**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
Purchaser Order Number		Purchase Order Date	
Department			
Bid Number		Service Commodity	
Contractor			
<b>Performance Rating</b>			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
	0		
	1		
	2		
	3		
	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
	0		
	1		
	2		
	3		
	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
	0	
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	2	
	3	
	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	
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	2	
	3	
	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
	0	
	1	
	2	
	3	
	4	

Overall Performance Rating		Date	
Would you select/recommend this vendor again?			
Rating completed by:			
Department Head Name:			
Department Head Signature	<i>Ladisa Onyiliogwu</i>		

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



**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

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	3	
	4	

Overall Performance Rating		Date	
Would you select/recommend this vendor again?			
Rating completed by:			
Department Head Name:			
Department Head Signature	<i>Ladisa Onyilioqwu</i>		

After completing the form:  
 Submit to Purchasing  
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**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

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	3	
	4	

Overall Performance Rating		Date	
Would you select/recommend this vendor again?			
Rating completed by:			
Department Head Name:			
Department Head Signature	<i>Ladisa Onyiliogwu</i>		

After completing the form:  
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 Print a copy for your records  
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**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

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**PROFESSIONAL SERVICES**

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	4	

Overall Performance Rating		Date	
Would you select/recommend this vendor again?			
Rating completed by:			
Department Head Name:			
Department Head Signature	<i>Ladisa Onyiliogwu</i>		

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

**AMENDMENT NO. 1 TO FORM OF CONTRACT**

Contractor: Trusted Hands Senior Care, LLC

Contract No. 21RFQ000007A-CJC – In Home Services

Address: 600 Houze Way, Suite D5  
City, State Roswell, GA 30076

Telephone: (470) 541-2100

E-mail: info@trustedhandscare.com

Contact: Monique Collins  
President

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

WHEREAS, Fulton County ("County") entered into a Contract with Trusted Hands Senior Care, LLC to provide in-home services, dated August 4, 2021, on behalf of the Department of Senior Services; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority in the amount of \$19,076.00 in order to continue to provide In Home 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 \_\_\_\_\_ 2022, Item# \_\_\_\_

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

1. **SCOPE OF WORK TO BE PERFORMED:** The Contractor shall provide through the Department of Senior Services, homemaker, personal care, and respite services in the home of the service recipients, and in compliance with the State of Georgia Department of Human Services (DHS) service Requirements.
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$19,076.00 (Nineteen Thousand Seventy-Six Dollars and Zero Cents).

3. **LIABILITY OF COUNTY:** This Amendment no. 1 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:

**[INSERT COMPANY NAME]**

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

\_\_\_\_\_  
Monique Collins  
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: \_\_\_\_\_

\_\_\_\_\_  
Ladisa Onyiliogwu, Director  
Department of Senior Services

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

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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**AMENDMENT NO. 1 TO FORM OF CONTRACT**

Contractor: At Home Atlanta

Contract No. 21RFQ000007A-CJC – In Home Services

Address: 6067 Windsong Way  
City, State Stone Mountain, GA 30087

Telephone: (248) 467-6676

E-mail: dford1957@yahoo.com

Contact: Darryl Ford  
President

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

WHEREAS, Fulton County ("County") entered into a Contract with At Home Atlanta to provide in-home services, dated September 7, 2021, on behalf of the Department of Senior Services; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority in the amount of \$117,319.72 in order to continue to provide In Home 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 \_\_\_\_\_ 2022, Item# \_\_\_\_

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

1. **SCOPE OF WORK TO BE PERFORMED:** The Contractor shall provide through the Department of Senior Services, homemaker, personal care, and respite services in the home of the service recipients, and in compliance with the State of Georgia Department of Human Services (DHS) service Requirements.
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$117,319.72 (One Hundred Seventeen Thousand Three Hundred Nineteen Dollars and Seventy-Two Cents).



3. **LIABILITY OF COUNTY:** This Amendment no. 1 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.

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OWNER:

**FULTON COUNTY, GEORGIA**

CONSULTANT:

**[INSERT COMPANY NAME]**

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

\_\_\_\_\_  
Darryl Ford  
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: \_\_\_\_\_

\_\_\_\_\_  
Ladisa Onyiliogwu, Director  
Department of Senior Services

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

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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## **AMENDMENT NO. 1 TO FORM OF CONTRACT**

Contractor: Southern Home Care Services, Inc. dba All ways Caring  
Homecare

Contract No. 21RFQ000007A-CJC – In Home Services

Address: 2296 Henderson Mill Road Suite 202  
City, State Atlanta, GA 30345

Telephone: (478) 951-5852

Email: kmcdougal@allwayscaring.com

Contact: Kelley McDougal  
State Director

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

WHEREAS, Fulton County ("County") entered into a Contract with Southern Home Care Services, Inc. dba All ways Caring Homecare to provide in-home services, dated September 7, 2021, on behalf of the Department of Senior Services; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority in the amount of \$202,487.74 in order to continue to provide In Home 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 \_\_\_\_\_ 2022, Item# \_\_\_\_\_

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

1. **SCOPE OF WORK TO BE PERFORMED:** The Contractor shall provide through the Department of Senior Services, homemaker, personal care, and respite services in the home of the service recipients, and in compliance with the State of Georgia Department of Human Services (DHS) service Requirements.
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$202,487.74 (Two Hundred Two Thousand Four Hundred Eighty-Seven Dollars and Seventy-Four

Cents).

3. **LIABILITY OF COUNTY:** This Amendment no. 1 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.

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**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:

**[INSERT COMPANY NAME]**

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

ATTEST:

\_\_\_\_\_  
Kelley McDougal  
State Director

ATTEST:

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

(Affix County Seal)

APPROVED AS TO FORM:

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

(Affix Corporate Seal)

ATTEST:

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

APPROVED AS TO CONTENT:

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

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

\_\_\_\_\_  
Ladisa Onyiliogwu, Director  
Department of Senior Services

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

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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## **AMENDMENT NO. 1 TO FORM OF CONTRACT**

Contractor: Help at Home

Contract No. 21RFQ000007A-CJC, Senior In-Home Services

Address: 33 S. State Street, Suite 500  
City, State Chicago, IL 60603

Telephone: (312) 795-4693

E-mail: Email: gsaberbein@helppathome.com

Contact: Gustavo Saberbein, MS  
Vice President, Business Development

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

WHEREAS, Fulton County ("County") entered into a Contract with Help at Home to provide in-home services, dated September 7, 2021, on behalf of the Department of Senior Services; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority in the amount of \$22,736.75 in order to continue to provide In Home 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 \_\_\_\_\_ 2022, Item# \_\_\_\_

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

1. **SCOPE OF WORK TO BE PERFORMED:** The Contractor shall provide through the Department of Senior Services, homemaker, personal care, and respite services in the home of the service recipients, and in compliance with the State of Georgia Department of Human Services (DHS) service Requirements.
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$22,736.75 (Twenty-Two Thousand Seven Hundred Thirty-Six Dollars and Seventy-Five Cents).
3. **LIABILITY OF COUNTY:** This Amendment no. 1 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:

**[INSERT COMPANY NAME]**

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

ATTEST:

\_\_\_\_\_  
Gustavo Saberbein, MS  
Vice President, Business  
Development

ATTEST:

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

(Affix County Seal)

APPROVED AS TO FORM:

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

(Affix Corporate Seal)

ATTEST:

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

APPROVED AS TO CONTENT:

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

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

\_\_\_\_\_  
Ladisa Onyiliogwu, Director  
Department of Senior Services

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.:** 22-0829

**Meeting Date:** 11/2/2022

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

Request approval of a Resolution expressing support for the Cobb County Board of Commissioners in the application of Home Rule; to express concern at the practice of the passage of general Bills addressing issues of local concern to circumvent Home Rule Provisions of the Georgia Constitution; and for other purposes. **(Arrington)**

1 **A RESOLUTION EXPRESSING SUPPORT FOR THE COBB COUNTY BOARD OF**  
2 **COMMISSIONERS IN THE APPLICATION OF HOME RULE; TO EXPRESS**  
3 **CONCERN AT THE PRACTICE OF THE PASSAGE OF GENERAL BILLS**  
4 **ADDRESSING ISSUES OF LOCAL CONCERN TO CIRCUMVENT HOME RULE**  
5 **PROVISIONS OF THE GEORGIA CONSTITUTION; AND FOR OTHER PURPOSES.**  
6

7 **WHEREAS**, the Cobb County Board of Commissioners acknowledge the purpose  
8 of Home Rule as a legal protection and power enshrined to counties in the Georgia  
9 Constitution; and

10 **WHEREAS**, the Cobb County Board of Commissioners sees the value in this  
11 protection as it fosters collaboration and communication between the State and its  
12 counties in matters that solely impact counties; and

13 **WHEREAS**, the Georgia General Assembly has presented a situation of historic  
14 concern for Cobb County with the enactment and signing of HB 1154, which included no  
15 input from Cobb County through the inferred process of approving a local bill; and

16 **WHEREAS**, the Cobb County Local Delegation proposed an alternate bill, HB  
17 1256, inclusive of all members of the Cobb County governing Board, which was selected  
18 to not advance by a non-Cobb representative group of the Georgia General Assembly;  
19 and

20 **WHEREAS**, the legislative legal counsel, during a special hearing, advised of the  
21 unprecedented nature of the selected bill on behalf of the Cobb County Local Delegation;  
22 and

23 **WHEREAS**, the Georgia General Assembly had reasonable time to create an  
24 alternative proposal in collaboration with the governing board in acknowledgement of the  
25 legal concerns raised in the special hearing; and

1           **WHEREAS**, the Georgia General Assembly instead passed a bill designated to be  
2 a local bill as a general bill, but which still falls under the scope of a local bill since its  
3 impact is limited to a single jurisdiction; and

4           **WHEREAS**, the practice by the Georgia General Assembly of using general bills  
5 to address issues of local concern infringes on the Home Rule authority provided to  
6 counties by the Georgia Constitution and fosters uncertainty and mistrust between levels  
7 of government; and

8           **WHEREAS**, upon the passing of a precedent-setting bill which impacts all 159  
9 counties of Georgia, Cobb County has chosen to invoke Home Rule as provided in the  
10 Georgia Constitution under the narrow scope of amending a local bill as set forth in the  
11 Georgia Constitution after review of the associated limitations to the Home Rule power.

12           **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of  
13 Commissioners, through this Resolution, values and supports the invocation of Home  
14 Rule for Cobb County on the bill HB 1154.

15  
16           **SO PASSED AND ADOPTED**, this \_\_\_\_\_ day of November, 2022.

17                                   **SPONSORED BY:**

18  
19  
20                                   \_\_\_\_\_  
21 Marvin S. Arrington, Jr.  
22 Commissioner, District 5

23           **ATTEST:**

24  
25  
26                                   \_\_\_\_\_  
27 Tonya R. Grier, Clerk to the Commission  
28  
29

**APPROVED AS TO FORM:**

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

P:\CALegislation\BOC\Resolutions\2022 Resolutions\Arrington\11.2.22 Resolution in Support of Cobb County Application of Home Rule to Redistricting Bills.docx





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0830

**Meeting Date:** 11/2/2022

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

Request approval of a Resolution of the Fulton County Board of Commissioners to Declare a Healthcare Emergency in Fulton County, Georgia due to the lack of health care and other medical providers and the closure of the Wellstar Atlanta Medical Center; to urge the Fulton County Board of Health to declare a State of Emergency and to develop a plan to address the impacts of the Health Care Desert in South Fulton County; and for other purposes. **(Arrington)**

1 **A RESOLUTION OF THE FULTON COUNTY BOARD OF COMMISSIONERS TO**  
2 **DECLARE A HEALTH CARE EMERGENCY IN FULTON COUNTY, GEORGIA DUE TO**  
3 **A LACK OF HEALTH CARE AND OTHER MEDICAL PROVIDERS AND THE**  
4 **CLOSURE OF THE WELLSTAR ATLANTA MEDICAL CENTER; TO URGE THE**  
5 **FULTON COUNTY BOARD OF HEALTH TO DECLARE A STATE OF EMERGENCY**  
6 **AND TO DEVELOP A PLAN TO ADDRESS THE IMPACTS OF THE HEALTH CARE**  
7 **DESERT IN SOUTH FULTON COUNTY; AND FOR OTHER PURPOSES.**

8 **WHEREAS**, Wellstar Health System is closing its Atlanta Medical Center hospital  
9 on November 1, 2022, and will close other nearby health care facilities, including primary  
10 and surgical care centers, in mid-November; and

11 **WHEREAS**, the Atlanta Medical Center provided 460 hospital beds and served as  
12 a level one trauma center, able to treat the most severe traumatic injuries in its emergency  
13 room; and

14 **WHEREAS**, in the face of multiple Wellstar facility closures in the last six months,  
15 it was communicated that patients could simply be seen at the Emory Midtown Hospital,  
16 which is not a viable option since Emory Midtown is further away from south Fulton  
17 residents, and does not have the capacity to absorb all of Wellstar's patients; and

18 **WHEREAS**, the departure of the Wellstar facilities will worsen the problem that  
19 citizens of south Fulton County already face in not being able to access health care and  
20 related services quickly and conveniently from medical providers in close proximity to  
21 where they reside; and

22 **WHEREAS**, nearly half a million people within Fulton County who live south of  
23 Interstate 20 are now living in a health care desert; and

24 **WHEREAS**, the absence of health care facilities and medical providers in south  
25 Fulton disproportionately impacts low-income individuals and people of color; and



**WHEREAS**, all Fulton County citizens deserve rapid access to life-saving medical care, and should not have to travel prohibitively long distances to seek routine medical care; and

**WHEREAS**, pursuant to Fulton County Code Section 1-117, the Board of Commissioners has exclusive jurisdiction and control over the following matters, to-wit: In directing and controlling all the property of the county, as they may deem expedient, according to law.... and 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.

**NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of Commissioners hereby declares a health care emergency in south Fulton County, Georgia.

**BE IT FURTHER RESOLVED**, that the Fulton County Board of Commissioners urges the Fulton County Board of Health to declare a public health emergency in Fulton County caused by the health care desert in the southern part of the County, and to draft a plan for addressing the shortages of health care facilities and medical providers in impacted communities.

**BE IT FINALLY RESOLVED**, that the Fulton County Board of Commissioners is in support of the establishment of hospital services and other needed health care facilities to house medical providers in the southern part of Fulton County.

**SO PASSED AND ADOPTED**, this 2<sup>nd</sup> day of November, 2022.

**FULTON COUNTY BOARD OF COMMISSIONERS**

**SPONSORED BY:**

\_\_\_\_\_  
Marvin S. Arrington, Jr., Commissioner  
District 5

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

P:\CALegislation\BOC\Resolutions\2022 Resolutions\Arrington\11.2.22 Resolution to Declare a Healthcare Emergency in the South  
Fulton. ysj FINAL.addition.docx





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0831

**Meeting Date:** 11/2/2022

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### Department

External Affairs

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

Presentation of the 2023 Legislative Agenda.

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

Discussion of 2023 Legislative Agenda

### 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:

### Community Impact:

### Department Recommendation:

### Project Implications:

### Community Issues/Concerns:

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**Agenda Item No.:** 22-0831

**Meeting Date:** 11/2/2022

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**Department Issues/Concerns:**





**2023 Proposed State Legislative Agenda  
Fulton County Board of Commissioners – Nov. 2, 2022**

**Funding for a Behavioral Health Crisis Center**

**Property Tax Reform**

**Effective and Efficient Justice System**

**Elections & Administration  
Efficiencies & Improvements**

**Equitable Access to Healthcare & Human Services**



**2023  
Proposed  
State Legislative  
Agenda**

## FUNDING FOR A BEHAVIORAL HEALTH CRISIS CENTER

- Fulton County is seeking funding in the FY24 budget for operation of a Behavioral Health Crisis Center to meet an unmet need for crisis services among our residents.

*This priority aligns with requests made by DBHDD as well as priorities of the Association of County Commissioners of Georgia.*



# PROPERTY TAX REFORM

- Fulton County seeks changes in current law that would require large commercial property owners to submit additional data at the time of an appeal of their property assessment in order to ensure equitable access to information.
- Fulton County supports simplification of administrative processes for senior homestead exemptions for Fulton County seniors living on low incomes.

# EFFICIENT & EFFECTIVE JUSTICE SYSTEM

- Fulton County seeks the addition of one judge to the Fulton County Superior Court.
- Fulton County supports the codification of legal representation for minors in legitimation, dependency and termination cases, expanding the already defined role of the Office of the Child Attorney to represent children in related cases.
- Fulton County urges the adoption of legislation in support of “Mariam’s Law” to amend the State of Georgia Sexual Offender Registry as codified in the official Code of Georgia annotated, Section 42-1-12, et seq. and the official Code of Georgia annotated Section 42-1-14, et seq. to better track sexual offender; and for other purposes.
- Fulton County supports the repeal of legislation that prohibits the equitable participation of Judges in the Fulton County and Georgia Judicial Retirement System programs.
- Fulton County seeks a \$5 fee for estate cases filed in Probate Court to be allocated for court technology purposes.

# ELECTIONS ADMINISTRATION EFFICIENCIES & IMPROVEMENTS

- Request a Study Committee on the Impact of SB 202 to review the impact of changes on Election Operations.
- Adjustments in the Election Day equipment allocation formula, recognizing that analysis of historic data demonstrates that in most elections, more than half of Fulton County voters choose to participate in early voting.
- Adjustments to the voter challenge process to shift the administrative burden from the Election Staff.
- Allowance of Voting Centers on Election day to allow voters to cast their ballot at any location within their county, as they do during early voting.

## EQUITABLE ACCESS TO HEALTHCARE & HUMAN SERVICES

- Fulton County seeks access to healthcare for all Fulton County residents, including those who are uninsured, and state funding for indigent care providers.
- Fulton County seeks state funding to provide increased, market-rate salaries for Department of Family & Children Services social workers. These salaries are currently subsidized by Fulton County.

# Policy Positions

- Protect and support Fulton County's most vulnerable citizens.
- Improve the safety, health and mental health of Fulton County residents.
- Provide support to homeless veterans and addresses suicide prevention among veterans, and long-term care housing for veterans in Fulton County.
- Make Fulton County more resilient to acts of terrorism, cyberattacks, pandemics, and natural disasters.
- Strengthen public infrastructure by investing in an electric vehicle ecosystem, roads, bridges, transit, and water and sewer systems.
- Maximize efficiency and effectiveness of the Fulton County justice and behavioral health systems and reduce Jail population.
- Protect housing options, including programs to mitigate rising rents, and ensure accountability in homeowner associations and community associations.
- Strengthen jobs and economic opportunities Fulton County residents.



## **IMPORTANT NOTES:**

- 2023 Delegation will include 32 Members (36 today)
- Legislators will attend the Biennial Institute in the first week of December 2022





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 22-0832

**Meeting Date:** 11/2/2022

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### Department

External Affairs

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

2022 Federal Legislative Update.

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

Discussion of Federal Legislative Update

### 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:

### Community Impact:

### Department Recommendation:

### Project Implications:

### Community Issues/Concerns:



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**Agenda Item No.:** 22-0832

**Meeting Date:** 11/2/2022

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**Department Issues/Concerns:**



# **Fulton County Government: 2022 Federal Intergovernmental Affairs**

**Board of Commissioners Meeting – November 2, 2022**

**McGUIREWOODS**  
**CONSULTING**  
Public Affairs Solutions

[www.mcguirewoodsconsulting.com](http://www.mcguirewoodsconsulting.com)

# General Federal Affairs Update

- **Federal grants organization meeting**
- **Airport funding needs strategy call**
- **ERAP funding advocacy success**
- **Events with members of the Fulton Congressional delegation**
- **Bolstering relationships with incoming members**
- **FTY Site Visit Recap**
- **Monitoring IRA Opportunities**

# FTY Site Visit Recap

- **Hosted FTY Site Visit and Lunch Event on August 24**
- **Participation from Federal Delegation, Relevant Federal Agencies, State-Level Stakeholders, Economic Development, and FTY Leadership**
- **Participants toured FTY and received updates on the funding priorities at the airport**
- **Working with David Clark, grants team, and external affairs team to build towards Master Plan completion & roll out**
- **Followed up to receive Letters of Support from both Senators and Congresswoman Williams**

## **Look Ahead: Q4**

- **South Fulton Wastewater Improvement Project included in current House Appropriations bill**
- **Preparing Master Plan Rollout for FTY**
- **Preparing 2023 CDS Requests**
- **Ensuring Fulton has continued Federal relationships regardless of elections**
- **Q1 2023 DC Visit Planning**

# Questions/ Comments?