

BOARD OF COUNTY COMMISSIONERS

Lee Hearn, Chairman
Edward Gibbons, Vice Chairman
Eric K. Maxwell
Charles W. Oddo
Charles D. Rousseau



FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator
Dennis A. Davenport, County Attorney
Tameca P. Smith, County Clerk
Marlena Edwards, Chief Deputy County Clerk

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

AGENDA

March 23, 2023

5:00 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 5:00 p.m.

Call to Order

Invocation and Pledge of Allegiance by Commissioner Charles Rousseau

Acceptance of Agenda

PROCLAMATION/RECOGNITION:

1. Presentation by Fayette County's auditing firm, Nichols, Cauley & Associates, LLC, of the results of the Fiscal Year 2022 annual audit. (page 3)

PUBLIC HEARING:

PUBLIC COMMENT:

Speakers will be given a five (5) minute maximum time limit to speak before the Board of Commissioners about various topics, issues, and concerns. Speakers must direct comments to the Board. Responses are reserved at the discretion of the Board.

CONSENT AGENDA:

2. Approval of Sheriff's Office decision to accept Option 1 of a five (5) year renewal Contract #2238-S with Flock Safety for fifty (50) existing cameras, at a cost of \$2,500.00 each, per year. (pages 4-13)
3. Approval of the March 9, 2023 Board of Commissioners Meeting Minutes.

OLD BUSINESS:

NEW BUSINESS:

4. Request to approve a request from Chief Superior Judge Fletcher Sams to apply, on behalf of the Griffin Judicial Circuit, for \$851,917 of American Rescue Plan Act (ARPA) grant funds, for the purpose of audio-visual equipment modernization.
5. Request to award Contract #2200-P, State Court Public Defender, to the law firm of Lister, Holt & Dennis, LLC for the amount of \$609,869.00.
6. Request to approve Resolution 2023-03, to participate in the national Teva, Allergan, CVS, Walgreens, and Walmart settlements and agree to be bound by an anticipated Memorandum of Understanding (MOU) between the State of Georgia and Georgia Subdivisions regarding the settlements.

7. Request to approve staff's recommendation for the use of National Opioid Settlement funding allocated to Fayette County through the State of Georgia.

ADMINISTRATOR'S REPORTS:

- A. Contract #1867-P: Water System Engineer of Record; Task Order 23-07: Chemical System Improvements
- B. Contract #1975-S: Health Facility Project Management; Change Order 3: Additional Design Development & Construction

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Presentation by Fayette County's auditing firm, Nichols, Cauley & Associates, LLC, of the results of the Fiscal Year 2022 annual audit.

Background/History/Details:

Nichols, Cauley & Associates, LLC has completed the independent audit of the County's accounting records for the 2022 fiscal year. The firm will be presenting the results of the audit to the Board of Commissioners.

The firm will present their findings, via PowerPoint, during the meeting.

What action are you seeking from the Board of Commissioners?

No action is requested from the Board. This presentation is for informational purposes.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of Sheriff's Office decision to accept Option 1 of a five (5) year renewal Contract #2238-S with Flock Safety for fifty (50) existing cameras, at a cost of \$2,500.00 each, per year.

Background/History/Details:

Flock Safety has announced a price increase this April due to skyrocketing supply chain costs. The Sheriff's Office is currently paying \$2,000.00 per camera. There are currently 50 cameras in place at \$100,000.00 in the current fiscal year.

Contracts are set to renew on April 1, 2023 and the new cost per camera is rising to \$3,000 per year. However, to keep local agencies who are still on the \$2,000 per camera contract from having the unexpected hit of moving to \$3,000 per camera, they are offering two options:

- Option 1 - \$2,500 per camera for 5 year renewal period
- Option 2 - \$2,500 per camera for 1 year renewal period then increase to \$3,000 per camera

Because of the proactive and investigative resources Flock Safety offers, and given that the Sheriff's Office is committed to using these tools for at least the next five years, entering into this five-year, locked-in price contract, would save \$100,000.00.

The Sheriff's Office believes that the prudent and fiscally sound decision is to accept Option 1 for the five year renewal. The renewal contract will also include the Advanced Search feature, at \$5,000 per year.

What action are you seeking from the Board of Commissioners?

Approval of Sheriff's Office decision to accept Option 1 of a five (5) year renewal Contract #2238-S with Flock Safety for fifty (50) existing cameras, at a cost of \$2,500.00 each, per year.

If this item requires funding, please describe:

Continued funding within Sheriff's Office Criminal Investigations Division Technical Services general budgeting category (10030321-521316).

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

In an effort to mitigate costs, the Sheriff's Office would like to lock in pricing for a five year renewal period for existing Flock cameras utilized throughout the County.

To: Steve Rapson

From: Ted L Burgess 

Date: March 23, 2023

Subject: Contract 2238-S: Flock Cameras

Flock Safety provides a public safety operating system that helps communities combat crime and capture objective evidence for law enforcement through the use of cameras. The contract with Flock is scheduled to be renewed on April 1, 2023. They have announced a price increase effective on that date.

The Fayette County Sheriff's Office owns 50 Flock cameras throughout the county. The price for the basic support was \$2,000 per camera. They are offering two payment options: (1) renew for five years at \$2,500 per camera per year or (2) renew for one year at \$2,500 per camera, with an increase to \$3,000 per year after the first year. In addition, the price for the Advanced Search function is increasing from \$2,500 per year to \$5,000 per year.

The Sheriff's Office recommends a five-year renewal. This would provide a total five-year savings of \$100,000 as follows (Advanced Search price is pro-rated for Year 1):

		Option 1 5 Year	Option 2 1 Year	
	<u>Qty</u>	<u>Commitment</u>	<u>Commitment</u>	<u>Difference</u>
Year 1	50	\$129,677.63	\$129,677.63	-
Year 2	50	130,000.00	155,000.00	\$25,000.00
Year 3	50	130,000.00	155,000.00	25,000.00
Year 4	50	130,000.00	155,000.00	25,000.00
Year 5	50	<u>130,000.00</u>	<u>155,000.00</u>	<u>25,000.00</u>
Total		\$649,677.63	\$749,677.63	\$100,000.00

A Contractor Performance Evaluation is attached for Flock Safety's previous work. Specifics of the proposed contract are as follows:

Contract Name	#2238-S: Flock Cameras	
Contractor	Flock Safety	
Contract Amount		
Year 1	\$129,677.63	
Five-Year total	\$649,677.63	
Budget:		
Org Code	10030321	Criminal Investigation
Object	521316	Technical Services
Request	\$129,678.00	FY 2024 Request

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Flock Safety	Contract Number:
Mailing Address:	Contract Description or Title: Sheriff's Office Contract
City, St, Zip Code:	Contract Term (Dates) From:
Phone Number:	Task Order Number: n/a
Cell Number: N/A	Other Reference:
E-Mail Address:	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products		X			
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution			X		
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time			X		
9. Adherence to contract budget and schedule		X			
10. Other (specify):					
11. Overall evaluation of contractor performance		X			

EVALUATED BY

Signature: <i>Ethan Harper</i>	Date of Evaluation: 3-14-23
Print Name: <i>ETHAN HARPER</i>	Department/Division: <i>FAYETTE CO SHERIFF'S OFFICE / CIO</i>
Title: <i>MAJOR</i>	Telephone No:



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Created Date: 03/14/2023

Expiration Date: 04/1/2023

Quote Number: Q-17802

Prepared By: Darwin Aldrich

Phone: 7702312603

Email: darwin.aldrich@flocksafety.com

Address Information

Bill To:

155 Johnson Ave
Fayetteville, Georgia 30214

Ship To:

155 Johnson Ave
Fayetteville, Georgia 30214

Billing Company Name: GA - Fayette County SO

Billing Contact Name: Ethon Harper

Billing Email Address: ekharper@fayettecountyga.gov

Billing Phone:

Billing Fax:

Terms and Conditions

Contract Start Date: 7/1/2023

Subscription Term: 60 Months

Billing Frequency: Annual Plan - First Year Invoiced at Signing.



Hardware and Software Products

Annual recurring amounts over subscription term

Products	Start Date	End Date	Annual Product Price	Product Quantity	First Year Pro-rated Total	Annual Total
Falcon	7/1/2023	6/30/2028	\$2,500.00	50	\$2,500.00	\$125,000.00
Advanced Search	10/28/2023	6/30/2028	\$5,000.00	1	\$4,677.63	\$5,000.00

Subtotal Year 1: \$129,677.63

Annual Recurring Subtotal: \$130,000.00

Subscription Term: 60 Months

Estimated Tax: \$0.00

Contract Total: \$649,677.63

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice – this document is a non-binding proposal for providing informational purposes only. Pricing is subject to change. This proposal shall be valid until the documented expiration date.



Summary of Payments

Payment	Invoice Date	Amount (USD)
Year 1	7/1/2023	\$129,677.63
Year 2	7/1/2024	\$130,000.00
Year 3	7/1/2025	\$130,000.00
Year 4	7/1/2026	\$130,000.00
Year 5	7/1/2027	\$130,000.00
Grand Total		\$649,677.63

From: [Keith Kenner](#)
To: [Ethon Harper](#)
Cc: [Darwin Aldrich](#)
Subject: Flock Safety - Follow Up (Existing Contracts - Price Structure)
Date: Wednesday, March 01, 2023 9:18:51 AM

You don't often get email from keith.kenner@flocksafety.com. [Learn why this is important](#)

External Email Be cautious of sender, content, and links

Hi Major,

It was a pleasure to meet you yesterday and wanted to follow up on what we discussed regarding your existing contracts and budget planning.

As discussed, there are a couple of options. Although the price increase to \$3k does take effect 4/1/23 for your agency the price increase will only increase to \$2,500 (per camera, per year) since you're currently contracted at \$2k per camera.

Contracts that are set to renew in 2023 (Post 4/1)

- Option 1 - \$2,500 for 5 year renewal period
- Option 2 - \$2,500 for 1 year renewal period

The agency can early renew all of their cameras into the same 5 year deal as long as you have an upcoming renewal date in 2023

For any cameras purchased after 3.31.23 will be contracted at the new market rate of \$3,000.

Additional Pricing Updates

- Permitting
 - New fee of \$350 per application that Flock Safety completes, submits and manages
 - The agency can elect to apply for all necessary permits themselves to avoid this fee
- Replacement Cost
 - Falcon camera - \$800 per occurrence
 - Pole - \$500 per occurrence

Next Steps

- Review existing contracts and quantify price change impact (long/short term)
- Determine renewal periods (1 yr or 5yr) - execute renewals
- Map out future expansion
 - 4/23 (4 locations)
 - 6/2023 (Ask for 20 Falcons, hopefully 10 Falcons approved)

Please let us know if you have any further questions or concerns. Thank you.

Respectfully,



Keith J. Kenner
Territory Sales Manager



404.798.2998 | keith.kenner@flocksafety.com



Book a meeting to learn more. [Click here!](#)

Current Contract	Product	Quantity	PPI (through Contract)	Renewal PPI	Renewal PPI Year 2	Expiration Date	Renewal	2023 cost	2024 Cost	2025	2026		
SUB-0000907	Falcon	50	\$2,000	\$2,500	\$3,000	2/11/2024	2/12/2024	\$100,000	\$125,000.00	\$150,000	\$150,000	TBD	TBD
		50						\$100,000	\$125,000.00	\$150,000	\$150,000		
5 Year Contract													
Current Contract	Product	Quantity	PPI (through Contract)	Renewal PPI		Expiration Date	Renewal	2023 cost	2024	2025	2026	2027	2028
SUB-0000907	Falcon	50	\$2,000	\$2,500		2/11/2024	03/31/2023	\$100,000	\$125,000	\$125,000	\$125,000		
Total		50						\$100,000	\$125,000	\$125,000	\$125,000		
YoY Savings									\$0	\$25,000	\$25,000		

Current Contract	Product	Quantity	PPI (through Contract)	Renewal PPI		Expiration Date	Renewal	2023 cost	2024 Ccost	2025	2026		
SUB-14310	Advanced Search	1	\$2,500	\$5,000		1/31/2024	2/1/2024	\$2,500	\$5,000	\$5,000	\$5,000		
5 Year Contract													
Current Contract	Product	Quantity	PPI (through Contract)	Renewal PPI		Expiration Date	Renewal	2023 cost	2024	2025	2026	2027	2028
SUB-14310	Advanced Search	1	\$2,500	\$5,000		1/31/2024	03/31/2023	\$2,500	\$5,000	\$5,000	\$5,000	TBD	TBD

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140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

MINUTES

March 9, 2023

5:00 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 5:00 p.m.

Call to Order

Chairman Lee Hearn called the March 9, 2023 Board of Commissioners meeting to order at 5:00 p.m. A quorum of the Board was present.

Invocation and Pledge of Allegiance by Chairman Lee Hearn

Chairman Lee Hearn offered the invocation and led the audience in the Pledge of Allegiance.

Acceptance of Agenda

Commissioner Oddo moved to accept the agenda as presented. Vice Chairman Edward Gibbons seconded. The motion passed 5-0.

PROCLAMATION/RECOGNITION:

- 1. Recognition of Leslie Jackson, 911 Supervisor who received the Veterans of Foreign Wars (VFW) State Public Servant Award for 911 Dispatch.**

911 Director Kayte Vogt stated that the Fayette County 911 administration was approached by two separate Veterans of Foreign Wars (VFW) posts in Fayette County with a nomination request for the Veterans of Foreign Wars (VFW) public servant award in the newly created category, "911 Dispatch". Ms. Vogt stated that as a two-time employee of the year and exemplary supervisor, Leslie Jackson was an easy choice for the nomination. Leslie, started with Fayette County in July 2016, and quickly progressed from Communications Officer to Certified Training Officer, and finally Shift Supervisor in just over two years. She was an integral part of the management and training teams. Ms. Vogt stated that Leslie lead by example and helped improve everyone around her.

PUBLIC HEARING: None.

PUBLIC COMMENT:

Larry Newsome of Fayetteville expressed his dissatisfaction with the changes to services and increased prices at the Fayette County transfer station. He asked the Board to review the approved contract with AMWASTE regarding recyclables and he asked to personally review a copy of the AMWASTE contract.

CONSENT AGENDA:

Vice Chairman Gibbons moved to approve the Consent Agenda. Commissioner Oddo seconded. The motion passed 5-0.

2. **Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County Water System for award of the Kundell Environmental Grant in the amount of \$2,607.60 for one intern.**
3. **Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County State Court Solicitor General's Office for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$2,607.60 for one intern.**
4. **Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County State Court for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$5,215.20 for two interns.**
5. **Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County Public Defender's Office for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$5,215.20 for two interns.**
6. **Approval of an agreement with Lisbon Baptist Church for a donation of eight (8) indigent burial plots.**
7. **Approval of the February 23, 2023 Board of Commissioners Meeting Minutes.**

OLD BUSINESS:

8. **Request to approve Ordinance 2023-01, to amend Chapter 6 - Animals, Article II. - Keeping Animals; Animal Shelter, Section 6-23. - Restraint of animals - While on property, to include tethering restriction. This item was tabled at the January 23, 2023 Board of Commissioners meeting.**

Animal Shelter Director Jerry Collins requested the approval of Ordinance 2023-01, to amend Chapter 6 - Animals, Article II. - Keeping Animals; Animal Shelter, Section 6-23. - Restraint of animals - While on property, to include tethering restriction. Mr. Collins advised the Board that this item had been tabled at the January 23, 2023 Board of Commissioners meeting. He stated that he was requested by the Board to contact the City of Fayetteville and the Town of Tyrone regarding Ordinance 2023-01. He stated that, as requested by the Board, he contacted the City of Fayetteville and the Town of Tyrone to determine if they were interested in having a tethering ordinance. In speaking with each municipality administrators, they both agreed that, if the County approved a tethering ordinance, they would adopt what was passed by the County.

Chairman Hearn asked for a brief synopsis of the tethering ordinance.

Mr. Collins explained that the tethering ordinance would set restrictions on when an animal could be tied or "tethered" outside and how the animal should be tethered.

Vice Chairman Gibbons moved to approve Ordinance 2023-01, to amend Chapter 6 - Animals, Article II. - Keeping Animals; Animal Shelter, Section 6-23. - Restraint of animals - While on property, to include tethering restriction. Commissioner Maxwell seconded.

Commissioner Maxwell stated that he attended the recent groundbreaking ceremony for the new Animal Shelter, which he felt was needed and would be a great service to the community. He noted that in the past, if a citizen called him regarding a tethered animal in need, he did everything in his power to make sure that animal was properly cared for, and he would do the same today. He stated that although he would vote for this item, in his opinion, he did not feel that the County had a tethering issue.

Mr. Collins agreed, stating that in his time as the Animal Shelter Director he had not seen any egregious tethering issues. However, there had been instances where a dog was left outside 24/7, 365 days a year.

Commissioner Maxwell stated that if a dog was left with no shelter, no food, or water, the authorities should be contacted, and the situation would be addressed.

Mr. Collins stated that these animals did have adequate food, water, and shelter. However, there were citizens who still expressed their concern and dissatisfaction with an animal being left like this for such long periods for time. Mr. Collins stated that currently the County did not have any ordinance or regulation that addressed this concern. The new tethering ordinance would create an educational opportunity for staff to teach citizens.

Commissioner Rousseau stated that he appreciated Mr. Collins comments regarding the educational campaign as it related to the new tethering ordinance. Citizens would need to know about the changes once the ordinance was approved and put in place. Commissioner Rousseau stated that reaching out to the remaining municipalities regarding this ordinance was vital. He stated that he felt this ordinance required community wide input and wanted the ordinance to be cohesive throughout the County.

Vice Chairman Gibbons moved to approve Ordinance 2023-01, to amend Chapter 6 - Animals, Article II. - Keeping Animals; Animal Shelter, Section 6-23. - Restraint of animals - While on property, to include tethering restriction. Commissioner Maxwell seconded. The motion passed 5-0.

NEW BUSINESS:

- 9. Request to award engineering and design services for Contract #2036-Q to EXP U.S. Services, Inc. (EXP) for the design and engineering of approximately 12.4 miles of road resurfacing and approval of Task Order #1 for a Not to Exceed (NTE) value of \$223,635.22.**

Public Works Director Phil Mallon stated that this item was to award the contract for engineering and design services for the federal aid paving project to EXP U.S. Services, Inc. (EXP) for a Not to Exceed (NTE) value of \$223,635.22. He stated that if approved, the estimated start of the project would be late March, early April to be completed within 12-months. This would hopefully allow the County to have the project placed out for bid for construction in FY2024.

Vice Chairman Gibbons moved to approve to award engineering and design services for Contract #2036-Q to EXP U.S. Services, Inc. (EXP) for the design and engineering of approximately 12.4 miles of road resurfacing and approval of Task Order #1 for a Not to Exceed (NTE) value of \$223,635.22. Commissioner Oddo seconded. The motion passed 5-0.

- 10. Request to award Contract #2000-P; Advanced Metering Infrastructure (AMI) Solution to Badger Meter, Inc., for purchase and installation of 31,654 water meter and cellular endpoints, in the not-to-exceed amount of \$12,712,905.**

Water System Director Vanessa Tigert stated that she was excited about this item, which was requesting approval to award Contract #2000-P; Advanced Metering Infrastructure (AMI) Solution to Badger Meter, Inc., for purchase and installation of 31,654 water meter and cellular endpoints, in the not-to-exceed amount of \$12,712,905. She provided the Board a brief overview of the Badger Meter, Inc. purchase and installation project. Ms. Tigert stated that at the August 25 BOC meeting, staff presented the arduous water meter procurement process before the Board and Badger Meter was selected. She stated that since then, staff had been in negotiations with Badger Meters and contract development was completed and was ready for Board approval. The contract development involved twenty internal discussions and meetings with Badger Meter and before the Board was Advanced Metering Infrastructure (AMI) Contract documents which included: the Agreement, Fayette County General Terms & Conditions Exhibit 1 - Schedule of Values and Exhibit 2 - Product Warranties; Badger Meter Beacon Software-as-a-Service Managed Solution Master Agreement, and Statement of Work. She stated that there was a stakeholder group involved in this process which included Fayette County Purchasing Director Ted Burgess, Fayette County Administrator Steve Rapson, and Fayette County Attorney Dennis Davenport., along with ARCADIS the project consulting firm. Ms. Tigert introduced some of the project

team leaders: Jimmy Harris with Badger and the ARCADIS project team consisting of Michael Diaz, Janice Lucas, and Aaron Capelouto. Ms. Tigert presented an overview of the final capital costs of the project. She stated that the total capital cost dollar was about \$514K less than was originally presented. Estimated total cost for this project was \$13.1M. As a high-level overview of the project timeline, Ms. Tigert stated that over the next few months, they would have the preconstruction meeting which would lead to the order of the initial deployment equipment and determining where the initial meters would be installed and coordination of the software integration over the next 12-months. She continued that the oldest meters would be addressed first. She concluded that the goal was to have the project finalized by October 2025.

Mr. Rapson stated that what was before the Board was two separate approvals. The first was for the Badger Meter, Inc. contract at \$12,712,902; and the second approval was for ARCADIS the current engineer-of -record for a 30-month contract for \$448,709 to manage the project.

Commissioner Maxwell asked how long it takes to install a meter.

Ms. Tigert stated that it would take about 15-mins to install a new meter.

Commissioner Maxwell asked where the bad meters are located, or where would the project start.

Ms. Tigert stated that during an analysis of an apartment complex, one of largest meters in the county, it was determined that the County was losing about \$35K annually based on the inaccuracies of the meter. As a result, this project would begin with the largest meters first. This would help recoup some of the money the fastest and go toward repayment to the General Fund.

Commissioner Maxwell asked how these meters were read.

Mr. Rapson reiterated Ms. Tigert's comments that the oldest and largest meters would be replaced first. He stated that the installation would be staggered and stretch over a 3-year period. He noted that the revenue stream associated with more accurate and efficient meters should repay the General Fund loan over a 2-year period.

Janice Lucas with ARCADIS stated that the meters read over a wireless cellular network.

Commissioner Maxwell stated that because of the newer meters a problem could be identified sooner, as opposed to having to wait until the end of the month once the water bill was received.

Mrs. Lucas stated that was correct. As a result of the meter reads, data coming in on a continual basis and being monitor and analyzed for issues or abnormal consumption would be quickly identified sooner. Staff would then be able to contact customers and they were also looking into providing customer alerts that would be issued through the Badger portal.

Commissioner Maxwell pointed out that a big portion of this project, a total of \$9.2M, was being funded via American Rescue Plan Act (ARPA). He stated that although this was all taxpayer money this portion was federal aid funds which he greatly appreciated. Commissioner Maxwell stated that for this project the County was providing a \$2.5M match from the General Fund as a loan which would be paid back. He concluded that the remaining \$1M would come from the Revenue and Extension (R&E). Commissioner Maxwell stated that in his opinion this item was a no-brainer decision.

Vice Chairman Gibbons moved to approve to award Contract #2000-P; Advanced Metering Infrastructure (AMI) Solution to Badger Meter, Inc., for purchase and installation of 31,654 water meter and cellular endpoints, in the not-to-exceed amount of \$12,712,905. Commissioner Oddo seconded.

Commissioner Rousseau asked if the County could verify that a Water Systems customer owed the County \$35K, was there a process for us to recoup those funds.

Mr. Rapson stated that he did not know of a way to go back and charge a customer after that fact.

County Attorney Dennis Davenport stated that the County did not realize that water was being lost because our equipment was providing inaccurate readings, the readings should have been higher. We only charge customers based on the water meter readings as a result, the customer has no duty to the county to pay any more than what was charged.

Chairman Hearn suggested setting up installation targets to ensure the installation process proceeds as desired and urged having milestones in place to check the project progress. He stated that he would like to see this project move forward in a timely fashion which was critical because there was a deadline for the ARPA funds to be spent by. Chairman Hearn stated that he was excited and looking forward to receiving progress reports on this project.

Commissioner Rousseau asked if the installation process could be drawn up by zones to help give the residents an opportunity to anticipate when they would be receiving their new meter.

Mr. Rapson agreed with Commissioner Rousseau's comments and stated that there would be an education component to this project. He noted that because the new meters would be more accurate residents would notice a change in their water bill. Mr. Rapson advised the Board that they would probably be receiving calls from citizens regarding a "seeming increase" to their water bills.

Commissioner Maxwell asked if there was a process in place for citizens who may request a new Badger meter, that are not a part of this project. He also asked if the private water systems customers would be addressed with the revenue coming in.

Mr. Rapson stated no, the private water systems would not be addressed with this project. He continued that if a citizen was currently on a well, and access was available for them to connect, a process was in place for them to do so. He added that the private water systems issues were valid but were very complex and involved. Although staff was actively working on a strategic plan to address them, a solution had not been determined at this point.

Commissioner Rousseau stated that he hoped the private water systems issues were still being reviewed. And added that he had hoped that some of the ARPA funds could have been used to address the issues of private water systems.

Commissioner Maxwell stated that for that to work it would have taken several different players; the County, the private water system customer, and the private water systems owners to work cohesively.

Mr. Rapson reminded the Board that AMI would provide additional revenue perpetually. As a result, providing more resources in the future for projects like addressing the private water system issues.

Commissioner Rousseau stated that although he did not support the use of these funds for this project and would be voting in opposition of this item, he did understand the need.

Vice Chairman Gibbons moved to approve to award Contract #2000-P; Advanced Metering Infrastructure (AMI) Solution to Badger Meter, Inc., for purchase and installation of 31,654 water meter and cellular endpoints, in the not-to-exceed amount of \$12,712,905. Commissioner Oddo seconded. The motion passed 4-1, with Commissioner Rousseau voting in opposition.

11. Request to approve ARCADIS Task Order No. 23-06, of Contract #1867-P Water System Engineer of Record for Advanced Metering Infrastructure (AMI) Implementation Management in the not to exceed amount of \$448,708.84.

Commissioner Oddo moved to approve ARCADIS Task Order No. 23-06, of Contract #1867-P Water System Engineer of Record for Advanced Metering Infrastructure (AMI) Implementation Management in the not to exceed amount of \$448,708.84. Vice Chairman Gibbons seconded. The motion passed 4-1, with Commissioner Rousseau voting in opposition.

12. Request to approve revision to Policy 100.09; Indigent Burials, to allow for the County to choose cremation.

Fayette County Clerk Tameca Smith stated that before the Board was the request to approve the revision to Policy 100.09; Indigent Burials, to allow for the County to choose cremation. She stated that currently the county's policy stated that when a deceased individual was either abandoned or next-of-kin could not be identified, burial was required for indigent cases. This policy change would allow the County to choose either cremation or burial. Burial was a cost of \$1,300 per case.

Vice Chairman Gibbons moved to approve revision to Policy 100.09; Indigent Burials, to allow for the County to choose cremation. Commissioner Oddo seconded.

Commissioner Oddo asked were would the ashes of a cremated individual be interred.

Mrs. Smith stated that the cremation facility selected would have a private "keep" protocol in place for remains that are not procured by next-of-kin. No remains are procured by the County.

Commissioner Oddo stated that the County did not have many plots for indigent burial.

Mrs. Smith stated that was correct, as a part of the consent agenda the Board approved the donation of eight plots. She added that this situation did not happen often. However, if in the future there was an instance where no plots were available, this policy would be in place.

Vice Chairman Gibbons moved to approve revision to Policy 100.09; Indigent Burials, to allow for the County to choose cremation. Commissioner Oddo seconded. The motion passed 5-0.

13. Consideration of Policy 448.21; Hybrid Telework.

Mr. Rapson stated that this item was seeking approval to implement a hybrid telework policy. He stated that the County currently had a teleworking policy in place, the hybrid telework would complement it. Mr. Rapson stated that this policy would offer County employees four options for alternative schedules: Flextime, Compressed workweek, Full-time remote, and Hybrid teleworking. He outlined the specifics of each schedule option. These schedules would be determined based on input from the employee, the crew leads and reviewed by department directors. From that point the request would be reviewed and analyzed by the County Administrator and HR Director, then sanctioned for approval. Mr. Rapson stated that it was a powerful recruitment and retention tool for positions that can take advantage of this new policy and had become somewhat of an expectation from job applicants that the County would offer flexible work schedules in some form of teleworking. Mr. Rapson stated that there were jobs conducive to this and some that would not qualify.

Chairman Hearn stated that he wanted to ensure that each department would always be adequately covered and never completely shut down.

Mr. Rapson stated that he had made his expectations of continuity of service clear to his Department Heads, if not properly used the option would be terminated. Mr. Rapson stated that as it begins, he knew there will be some success and some failure but ultimately, this would become the new normal.

Chairman Hearn stated that he would hate to loss a good candidate strictly based on a 30-day probation and felt this could be on a case-by-case basis at the County Administrators discretion.

Vice Chairman Gibbons moved to approve Policy 448.21; Hybrid Telework. Commissioner Oddo seconded.

Commissioner Maxwell stated that he was not in favor of teleworking. He stated that he felt it could be easily abused and hoped it would be closely managed. He stated that he would vote for it but he was hesitant.

Commissioner Rousseau expressed his extreme concern regarding cyber security as it related to equipment and information that would be offsite. He stated that he would vote for this item knowing it was the new wave and would incite millennial candidate to public service, but he had some concerns.

Vice Chairman Gibbons moved to approve Policy 448.21; Hybrid Telework. Commissioner Oddo seconded. The motion passed 5-0.

14. Consideration of revisions Policy 448.20; Telework.

County Administrator Steve Rapson stated that this item was to amend the current teleworking policy to be consistent with the new policy the Board just adopted.

Vice Chairman Gibbons moved to approve revisions Policy 448.20; Telework. Commissioner Oddo seconded. The motion passed 5-0.

ADMINISTRATOR'S REPORTS:

- A. Contract #1932-P: Debris Clearing, Removal & Disposal Renewal 2**
- B. Contract #1933-P: Debris Monitor Renewal 2**

Mr. Rapson advised that he had a resignation from the Development Authority and need a selection committee. Chairman Hearn nominated Commissioner Maxwell and Vice Chairman Gibbons to serve as the Development Authority selection Committee. The motion passed 5-0.

ATTORNEY'S REPORTS:

Notice of Executive Session: County Attorney Dennis Davenport stated that there were three items of consideration for Executive Session. One item involving threatened litigation, one item involving pending litigation, and the review of the Executive Session Minutes for February 23, 2023.

COMMISSIONERS' REPORTS:

Commissioner Maxwell

Commissioner Maxwell stated that he wished the citizen who made public comment had stayed for the full meeting and he would have spoken with him to address his concerns.

Commissioner Maxwell also highlighted the SPLOST card that were placed at the back of Chambers and encouraged everyone to vote for the upcoming election.

Commissioner Rousseau

Commissioner Rousseau extended his congratulation to Mr. Collins on the Animal Shelter groundbreaking. He advised the Board that the newly sworn in Representative Tish Naghise suddenly passed away and he was with her family.

Commissioner Rousseau stated in response to comments regarding the transfer station that if the services were not being fulfilled as outlined in the contract that was an issue and should be investigated.

He concluded that the importance of internship public service was vital to the community and he hoped the next generation would take an interest.

Commissioner Oddo

Commissioner Oddo extended his appreciation to Mr. Collins and staff at the Animal Shelter.

He also expressed the Lisbon Baptist Church for the indigent burial plots.

Commissioner Oddo also expressed his appreciation to the Association County Commissioners of Georgia (ACCG) for six grants for county internships.

Chairman Hearn

Chairman Hearn stated that he recently attended the Atlanta Regional Commissioner Meeting and continued to enjoy the engagement and information he received when he attended. He noted that while at the meeting there was a protest, but he was able to "head out" with no issues.

EXECUTIVE SESSION:

One item involving threatened litigation, one item involving pending litigation, and the review of the Executive Session Minutes for February 23, 2023. Commissioner Oddo moved to go into Executive Session. Vice Chairman Gibbons seconded. The motion passed 5-0.

The Board recessed into Executive Session at 6:13 p.m. and returned to Official Session at 6:25 p.m.

Return to Official Session and Approval to Sign the Executive Session Affidavit: Commissioner Oddo moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Vice Chairman Gibbons seconded the motion. The motion passed 5-0.

Approval of the February 23, 2023 Executive Session Minutes: Commissioner Oddo moved to approve February 23, 2023 Executive Session Minutes. Vice Chairman Gibbons seconded the motion. The motion passed 5-0.

ADJOURNMENT:

Commissioner Oddo moved to adjourn the March 9, 2023 Board of Commissioners meeting. Vice Chairman Gibbons seconded the motion. The motion passed 5-0.

The March 9, 2023 Board of Commissioners meeting adjourned at 6:25 p.m.

Marlena Edwards, Chief Deputy County Clerk

Lee Hearn, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 23rd day of March 2023. Attachments are available upon request at the County Clerk's Office.

Marlena Edwards, Chief Deputy County Clerk

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve a request from Chief Superior Judge Fletcher Sams to apply, on behalf of the Griffin Judicial Circuit, for \$851,917 of American Rescue Plan Act (ARPA) grant funds, for the purpose of audio-visual equipment modernization.

Background/History/Details:

On December 8, 2022, the Judicial Council of Georgia American Rescue Plan Act Committee, (ARPA Committee), approved audio-visual equipment modernization in existing courtrooms as an eligible expenditure of ARPA funds, subject to specific rules and regulations (Attachment 1).

The ARPA funds available to the Griffin Judicial Circuit for audio-visual equipment modernization is approximately \$1.3M. The estimated total cost for audio-visual equipment modernization at the Fayette County Justice Center is \$851,917.

For the Griffin Judicial Circuit (GJC), Chief Judge Fletcher Sams will apply for the grant funds on behalf of the courts within the circuit. The application period for this funding is April 1, 2023 to April 15, 2023.

The circuit counties, Fayette, Spalding, Upson, and Pike, would pay the upfront costs. These costs would be reimbursed after grant funds are received and disbursed.

What action are you seeking from the Board of Commissioners?

Approval of request from Chief Superior Judge Fletcher Sams to apply, on behalf of the Griffin Judicial Circuit, for \$851,917 of American Rescue Plan Act (ARPA) grant funds, for the purpose of audio-visual equipment modernization.

If this item requires funding, please describe:

The funding of Fayette County's costs would require the use of \$851,917 from General Fund balance. The General Fund would be reimbursed when grant funds are received and disbursed.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Sergio Acevedo

From: Fletcher Sams
Sent: Tuesday, December 13, 2022 10:14 AM
To: Scott Ballard; Benjamin D Coker; Ben Miller JR; Rhonda Kreuziger; Jason Thompson; Josh Thacker; Steve Rapson; Steve Ledbetter; Sergio Acevedo; Rita Cavanaugh; Bob Ruppenthal; magclerk@pikecoga.com; Jan Streetman; Stephen Ott
Cc: Jill M Irvin; Melanie Nichols
Subject: FW: Update: JC ARPA Audio-Visual Equipment Modernization Policy
Attachments: ARPA AV Equipment Modernization Policy-Final Approved-Dec 2022.pdf

Everyone:

In April, we will be allowed to seek ARPA funding for AV equipment for “existing” courtrooms (see attached policy). As soon as you can, please get me a list of anything AV you need for your courtrooms.

Thank you,

Fletcher

From: ARPA [mailto:arpa@georgiacourts.gov]
Sent: Monday, December 12, 2022 3:39 PM
To: Tracy Mason <Tracy.Mason@georgiacourts.gov>; Shimike Dodson <Shimike.Dodson@georgiacourts.gov>; ARPA <arpa@georgiacourts.gov>
Subject: Update: JC ARPA Audio-Visual Equipment Modernization Policy

External Email Be cautious of sender, content, and links

Dear Judges, Judicial Staff, and Stakeholders:

Please be advised that, through continued partnership with the Governor’s Office of Planning and Budget, on December 8, 2022, the Judicial Council American Rescue Plan Act Funding (ARPA) Committee approved audio-visual equipment modernization in existing courtrooms as an eligible expenditure, subject to certain rules and procedures. The ARPA Audio-Visual Equipment Modernization Policy is attached and posted on the ARPA website at <https://icaoc.georgiacourts.gov/arpa/>. All Committee documents will be updated accordingly.

Additionally, the Committee has approved an increase to the award cap from \$2 million to \$2.5 million per calendar year for all eligible expenses, including audio-visual equipment modernization.

Applications for this funding will be accepted during the next regularly scheduled application period of April 1, 2023 to April 15, 2023.

The AOC ARPA Grants Team is available to answer any questions. Thank you for your service and have a happy holiday season.

Respectfully,

Shimike Dodson
Project Manager
Judicial Council of Georgia / Administrative Office of the Courts



Shimike.Dodson@georgiacourts.gov | georgiacourts.gov
244 Washington Street SW, Suite 300
Atlanta, GA 30334

ARPA Audio-Visual Equipment Modernization Policy

On December 8, 2022, the ARPA Committee approved audio-visual equipment modernization in existing courtrooms as an eligible expenditure, subject to the following rules and procedures:

(a) Definitions:

(1) “Audio-visual equipment modernization” means the purchase and installation of fixed and movable equipment necessary to address audio-visual controls, video presentation, audio, video streaming, and video conferencing, including any of the following:

- (i) Control panels to control an audio-visual system, commonly installed at a judge’s bench and/or clerk’s desk;
- (ii) Displays for evidence presentation, control monitoring, and public access in a designated viewing area;
- (iii) Speakers mounted on desks, ceilings, walls, or other locations;
- (iv) Fixed and wireless microphones;
- (v) Fixed video cameras;
- (vi) An evidence presentation cart or station with document cameras and technology inputs;
- (vii) A court reporter interface to connect to courtroom audio and/or video;
- (viii) Assistive listening and assistive display devices;
- (ix) Related peripheral items, such as hardware mounts, power supplies, and networking hardware;
- (x) Design, engineering, and installation;
- (xi) Troubleshooting services for a fixed period after installation; and
- (xii) Other audio-visual equipment modernization costs approved by OPB and the Committee.

(2) “Existing courtroom” means a room that is:

- (i) Fully constructed and in use prior to the date of the award;
- (ii) Permanently dedicated to the primary purpose of conducting court proceedings; and
- (iii) Not a room or facility only temporarily used to conduct court proceedings.

(b) Audio-visual equipment modernization in an existing courtroom is an ARPA-eligible expenditure, on the condition that all the following documentation is submitted to the Committee for approval:

- (1) An ARPA Grant Application, as provided at <https://jcaoc.georgiacourts.gov/arpa/>;
- (2) A detailed justification letter stating that audio-visual equipment modernization expenditures are a necessary component of a response to court case backlogs caused by the pandemic, with a primary focus on cases involving serious violent felonies;
- (3) A detailed summary of the project, including a complete project timeline;
- (4) A detailed proposal from a vendor, including an estimate of the cost of the project and all equipment to be installed; and
- (5) A revised Budget Form adding “Audio-visual equipment modernization” and the amount requested for such expenditures under the “ARPA-Eligible Administrative Expenses” category.

(c) Requests for proposals from vendors for audio-visual equipment modernization shall be subject to local competitive bidding requirements and procedures regarding the purchase of equipment, supplies, services, or other items with public funds.

(d) Per federal regulations and OPB requirements, audio-visual equipment modernization costs must be necessary, reasonable, and proportional to the objectively demonstrated need to

ARPA Audio-Visual Equipment Modernization Policy

respond to case backlogs caused by the pandemic, with a primary focus on cases involving serious violent felonies. To determine the reasonableness of audio-visual modernization costs, consideration must be given to market prices for comparable goods or services for the geographic area where the courtroom is located, as provided in 2 CFR § 200.404 (c).

(e) The following expenditures remain prohibited:

(1) Permanent adaptations to existing facilities unrelated to audio-visual equipment modernization; and

(2) Construction of a new courtroom or new court facility, including the cost of audio-visual equipment for a new courtroom or new facility.

(f) ARPA grant recipients will be reimbursed for audio-visual equipment modernization costs as eligible expenditures are incurred and reported with adequate documentation to AOC. **No advances or retroactive payments are authorized.**

(g) Applicants may be reimbursed for costs incurred on an audio-visual equipment modernization project that is currently in progress if the entire audio-visual equipment modernization project is approved by the Committee, as provided in (b), subject to the following:

(1) Reimbursement for an in-progress audio-visual equipment modernization project shall be limited to costs incurred on or after the date of award; and

(2) Audio-visual equipment modernization costs incurred prior to the date of award shall not be reimbursed.

(h) ARPA funds **are subject to recoupment** if used for impermissible purposes, as provided in 31 CFR § 35.10.



ESTIMATE

A/V Renovation - Court Rooms

Sound Principles Pro Multi Media Inc.

403a McDonough Parkway
McDonough, Georgia 30253
United States

770 477-6227

www.soundprinciplespro.com

BILL TO

Fayette County Purchasing

Mary Catherine Domaleski

770 305-5235

mdomaleski@fayettecountyga.gov

Estimate Number: 2645 - 2A Sams

Estimate Date: March 9, 2023

Expires On: April 9, 2023

Grand Total (USD): \$121,799.00

Items	Quantity	Price	Amount
Crestron Crestron -Crestron Pro Series Control System - VC-4-PC-3 - w licenses	1	\$2,999.00	\$2,999.00
Crestron Crestron - Crestron DSP-1280 or 1281 - -12 in / 8 out Audio processor	1	\$3,299.00	\$3,299.00
Crestron Crestron - DM-NVX-360 DM NVX® 4K60 4:4:4 HDR Network AV Encoder/Decoder - handles HDMI inputs (9) and outputs (2)	11	\$1,980.00	\$21,780.00
Crestron Crestron - HD-CONV-USB-300 - USB Capture interface	2	\$990.00	\$1,980.00
Crestron 10" Touch Panel - Wired 10" wired touch panel - table top TS-1070 - black - Judge and Clerk TSW-1070-B-S	2	\$3,299.00	\$6,598.00
Crestron 8.7" Touch Panel Wireless 1 x 8.7" wireless touchscreen black only - wall mount Podium + 2 desks TST-902 w charger station	3	\$4,180.00	\$12,540.00
Installation materials Materials for installation (connectors, fasteners, any paint, unistrut, clamps or rigging supplies as needed)	1	\$642.00	\$642.00
Installation Labor Installation Labor 3 hands x 3 days PM for 4 days	1	\$8,750.00	\$8,750.00



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Items	Quantity	Price	Amount
Crestron Programming Programming Crestron units - This is an estimate only. We anticipate programming to come in at or around the price estimated in this line item. There could be a variance once finished.	1	\$8,400.00	\$8,400.00
Shure ULXD8 Wireless podium Mic on/off switch	4	\$553.00	\$2,212.00
Shure Rechargeable station for wireless podium mics -Shure SBC850US 8-Bay Networked Charging Station with Power Supply	1	\$1,134.00	\$1,134.00
Shure Battery Shure SB900A Lithium-Ion Rechargeable Battery	5	\$99.00	\$495.00
Cable Cable Package needed for Crestron and Audio Mics and laptop signals	1	\$2,422.00	\$2,422.00
DBX Processor VENU 360 processor to adjust and protect all speakers and fills	1	\$1,069.00	\$1,069.00
Furman Rack Unit Power Conditioner in Rack	1	\$89.00	\$89.00
Equipment Rack Rack to hold items in media control area - No handles / Carpet	1	\$619.00	\$619.00
Drawers for racks 3 space drawer for racks	1	\$219.00	\$219.00
Installation Labor Installation Labor 3 hands x 3 days PM 3 days	1	\$7,850.00	\$7,850.00
Installation Programming - Audio Audio - Room analyzation, tuning and left ready for use - Instruction on use	1	\$1,050.00	\$1,050.00



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Items	Quantity	Price	Amount
Installation Truck Deliver equipment, ladders, Tools as needed - for Crestron and Audio phases	5	\$375.00	\$1,875.00
Installation materials Materials for installation (Rack shelves, connectors, fasteners, any paint, unistrut, clamps or rigging supplies as needed)	1	\$1,029.00	\$1,029.00
DataVideo 4ch Encoder - 4 Channel Streaming Encoder	1	\$1,999.00	\$1,999.00
TV 70" LED / 4K / HD TV	2	\$819.00	\$1,638.00
Streaming Add On - Camera DataVideo PTZ Full 1080p HD camera w mounting bracket + 140T-6 w HDBase T receiver - HBT6	4	\$1,889.00	\$7,556.00
Equipment Rack Rack to hold items in a back room area -video camera controller etc	1	\$919.00	\$919.00
DataVideo Controller RMC 300 - 8 Camera Controller	1	\$1,289.00	\$1,289.00
HDMI Video Multiplier Kramer 8x8 4K HDR HDCP 2.2 Matrix Switcher with Digital Audio Routing	1	\$4,729.00	\$4,729.00
Installation materials Materials for installation (TV Mounts, connectors, Camera mounts, unistrut, clamps or rigging supplies as needed)	1	\$1,618.00	\$1,618.00
Installation Labor Installation Labor 3 hands x 2 days PM 2 days	1	\$5,250.00	\$5,250.00
Installation Programming Cameras Programming Camera system and instruction on use	1	\$1,050.00	\$1,050.00
Installation Truck Deliver equipment, ladders, Tools as needed	2	\$375.00	\$750.00



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Items	Quantity	Price	Amount
HDMI Extender Package Kramer HDMI Extender set to CAT6 /Extended Range / Transmitter and Receiver - For TVs - cameras will run SDI	2	\$849.00	\$1,698.00
Black Magic -Multi View 16 Blackmagic Design MultiView 16	1	\$1,575.00	\$1,575.00
DataVideo ProRes 4K Video Recorder-1U Rackmountable - 2 changeable Hard drives	1	\$2,649.00	\$2,649.00
HDMI Capture DataVideo - HDMI to USB 3.0 Capture Box CAP-2	1	\$279.00	\$279.00
Installation Programming - Streaming Multiview - Programming to Webex / meetings and instruction on Use	1	\$1,050.00	\$1,050.00
Shure Wireless Shure SLXD24/58 w Handheld SM58 microphone wireless system	1	\$699.00	\$699.00
Notes for Customer Removal of old equipment no longer used -N/C If TVs are removed from wall, County will need to repair wall	1	\$0.00	\$0.00



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Items	Quantity	Price	Amount
Notes for Customer Notes for this project - We will need adequate power near equipment	1	\$0.00	\$0.00
<p>Where accessible this proposal includes Sound Principles visiting the 8 rooms being discussed at the courthouse, making a proper list and making use of some key existing components to avoid duplicate purchases, ie: The speaker systems and amps / Cameras / Microphones / TVs that exist in some of the rooms. Where items are agreed to be acceptable to use and are relatively new, we have deducted from this list these items in efforts to not waste products or money.</p> <p>Customer has also indicated they will provide the desk top and laptop computers to make each system complete. We are estimating a total of 3 computers will be needed for each room. 2 Laptop and 1 Desktop that has specs to accommodate heavy remote meetings.</p> <p>Webex /Zoom/ Meetings platforms stay on the customer side accessing and managing, including account and usage permissions.</p> <p>Will use existing amps and speakers fo live room audio / judge boundary mics -</p>			

Subtotal: \$121,799.00

No tax 0%: \$0.00

Total: \$121,799.00

Grand Total (USD): \$121,799.00



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Notes / Terms

*Customer is to provide or be billed for any electrician or lift needs. If any balance is due, Final payment is due upon completion. Technician fees, Labor fees, Deposit and or Special order items are non refundable. By making payment and or signing this document the customer is accepting this proposal, return policy and agrees to these terms superseding any PO or any other document signed or submitted. No returns or refunds on any payment in regards to Labor, Purchases of Items to Install, Travel, Truck or Freight fees, Rental items, Special Order or Used items. By completing this transaction customer agrees to this return policy.

It's all about the Experience - Yours and Ours. Thank You!



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BILL TO

Fayette County Purchasing

Mary Catherine Domaleski

770 305-5235

mdomaleski@fayettecountyga.gov

Estimate Number: 2646 - 2B Ballard

Estimate Date: March 9, 2023

Expires On: April 9, 2023

Grand Total (USD): \$121,799.00

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Items	Quantity	Price	Amount
Installation Truck Deliver equipment, ladders, Tools as needed - for Crestron and Audio phases	5	\$375.00	\$1,875.00
Installation materials Materials for installation (Rack shelves, connectors, fasteners, any paint, unistrut, clamps or rigging supplies as needed)	1	\$1,029.00	\$1,029.00
DataVideo 4ch Encoder - 4 Channel Streaming Encoder	1	\$1,999.00	\$1,999.00
TV 70" LED / 4K / HD TV	2	\$819.00	\$1,638.00
Streaming Add On - Camera DataVideo PTZ Full 1080p HD camera w mounting bracket + 140T-6 w HDBase T receiver - HBT6	4	\$1,889.00	\$7,556.00
Equipment Rack Rack to hold items in a back room area -video camera controller etc	1	\$919.00	\$919.00
DataVideo Controller RMC 300 - 8 Camera Controller	1	\$1,289.00	\$1,289.00
HDMI Video Multiplier Kramer 8x8 4K HDR HDCP 2.2 Matrix Switcher with Digital Audio Routing	1	\$4,729.00	\$4,729.00
Installation materials Materials for installation (TV Mounts, connectors, Camera mounts, unistrut, clamps or rigging supplies as needed)	1	\$1,618.00	\$1,618.00
Installation Labor Installation Labor 3 hands x 2 days PM 2 days	1	\$5,250.00	\$5,250.00
Installation Programming Cameras Programming Camera system and instruction on use	1	\$1,050.00	\$1,050.00
Installation Truck Deliver equipment, ladders, Tools as needed	2	\$375.00	\$750.00



ESTIMATE

A/V Renovation - Court Rooms

Sound Principles Pro Multi Media Inc.

403a McDonough Parkway
McDonough, Georgia 30253
United States

770 477-6227

www.soundprinciplespro.com

Items	Quantity	Price	Amount
HDMI Extender Package Kramer HDMI Extender set to CAT6 /Extended Range / Transmitter and Receiver - For TVs - cameras will run SDI	2	\$849.00	\$1,698.00
Black Magic -Multi View 16 Blackmagic Design MultiView 16	1	\$1,575.00	\$1,575.00
DataVideo ProRes 4K Video Recorder-1U Rackmountable - 2 changeable Hard drives	1	\$2,649.00	\$2,649.00
HDMI Capture DataVideo - HDMI to USB 3.0 Capture Box CAP-2	1	\$279.00	\$279.00
Installation Programming - Streaming Multiview - Programming to Webex / meetings and instruction on Use	1	\$1,050.00	\$1,050.00
Shure Wireless Shure SLXD24/58 w Handheld SM58 microphone wireless system	1	\$699.00	\$699.00
Notes for Customer Removal of old equipment no longer used -N/C If TVs are removed from wall, County will need to repair wall	1	\$0.00	\$0.00



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Subtotal: \$121,799.00

No tax 0%: \$0.00

Total: \$121,799.00

Grand Total (USD): \$121,799.00



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BILL TO

Fayette County Purchasing

Mary Catherine Domaleski

770 305-5235

mdomaleski@fayettecountyga.gov

Estimate Number: 2647 - 2C Visiting
Judge

Estimate Date: March 9, 2023

Expires On: April 9, 2023

Grand Total (USD): \$121,799.00

Items	Quantity	Price	Amount
Crestron Crestron -Crestron Pro Series Control System - VC-4-PC-3 - w licenses	1	\$2,999.00	\$2,999.00
Crestron Crestron - Crestron DSP-1280 or 1281 - -12 in / 8 out Audio processor	1	\$3,299.00	\$3,299.00
Crestron Crestron - DM-NVX-360 DM NVX® 4K60 4:4:4 HDR Network AV Encoder/Decoder - handles HDMI inputs (9) and outputs (2)	11	\$1,980.00	\$21,780.00
Crestron Crestron - HD-CONV-USB-300 - USB Capture interface	2	\$990.00	\$1,980.00
Crestron 10" Touch Panel - Wired 10" wired touch panel - table top TS-1070 - black - Judge and Clerk TSW-1070-B-S	2	\$3,299.00	\$6,598.00
Crestron 8.7" Touch Panel Wireless 1 x 8.7" wireless touchscreen black only - wall mount Podium + 2 desks TST-902 w charger station	3	\$4,180.00	\$12,540.00
Installation materials Materials for installation (connectors, fasteners, any paint, unistrut, clamps or rigging supplies as needed)	1	\$642.00	\$642.00



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Items	Quantity	Price	Amount
Installation Labor Installation Labor 3 hands x 3 days PM for 4 days	1	\$8,750.00	\$8,750.00
Crestron Programming Programming Crestron units - This is an estimate only. We anticipate programming to come in at or around the price estimated in this line item. There could be a variance once finished.	1	\$8,400.00	\$8,400.00
Shure ULXD8 Wireless podium Mic on/off switch	4	\$553.00	\$2,212.00
Shure Rechargeable station for wireless podium mics -Shure SBC850US 8-Bay Networked Charging Station with Power Supply	1	\$1,134.00	\$1,134.00
Shure Battery Shure SB900A Lithium-Ion Rechargeable Battery	5	\$99.00	\$495.00
Cable Cable Package needed for Crestron and Audio Mics and laptop signals	1	\$2,422.00	\$2,422.00
DBX Processor VENU 360 processor to adjust and protect all speakers and fills	1	\$1,069.00	\$1,069.00
Furman Rack Unit Power Conditioner in Rack	1	\$89.00	\$89.00
Equipment Rack Rack to hold items in media control area - No handles / Carpet	1	\$619.00	\$619.00
Drawers for racks 3 space drawer for racks	1	\$219.00	\$219.00
Installation Labor Installation Labor 3 hands x 3 days PM 3 days	1	\$7,850.00	\$7,850.00



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Installation Programming - Audio Audio - Room analyzation, tuning and left ready for use - Instruction on use	1	\$1,050.00	\$1,050.00
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Webex /Zoom/ Meetings platforms stay on the customer side accessing and managing, including account and usage permissions.			
Will use existing amps and speakers fo live room audio / judge boundary mics -			

Subtotal:	\$121,799.00
No tax 0%:	\$0.00
<hr/>	
Total:	\$121,799.00
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Grand Total (USD):	\$121,799.00



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BILL TO

Fayette County Purchasing

Mary Catherine Domaleski

770 305-5235

mdomaleski@fayettecountyga.gov

Estimate Number: 2648 - 1B
Ruppenthal

Estimate Date: March 9, 2023

Expires On: April 9, 2023

Grand Total (USD): \$123,467.00

Items	Quantity	Price	Amount
Crestron Crestron -Crestron Pro Series Control System - VC-4-PC-3 - w licenses	1	\$2,999.00	\$2,999.00
Crestron Crestron - Crestron DSP-1280 or 1281 - -12 in / 8 out Audio processor	1	\$3,299.00	\$3,299.00
Crestron Crestron - DM-NVX-360 DM NVX® 4K60 4:4:4 HDR Network AV Encoder/Decoder - handles HDMI inputs (9) and outputs (2)	11	\$1,980.00	\$21,780.00
Crestron Crestron - HD-CONV-USB-300 - USB Capture interface	2	\$990.00	\$1,980.00
Crestron 10" Touch Panel - Wired 10" wired touch panel - table top TS-1070 - black - Judge and Clerk TSW-1070-B-S	2	\$3,299.00	\$6,598.00
Crestron 8.7" Touch Panel Wireless 1 x 8.7" wireless touchscreen black only - wall mount Podium + 2 desks TST-902 w charger station	3	\$4,180.00	\$12,540.00
Installation materials Materials for installation (connectors, fasteners, any paint, unistrut, clamps or rigging supplies as needed)	1	\$642.00	\$642.00



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Items	Quantity	Price	Amount
Installation Labor Installation Labor 3 hands x 3 days PM for 4 days	1	\$8,750.00	\$8,750.00
Crestron Programming Programming Crestron units - This is an estimate only. We anticipate programming to come in at or around the price estimated in this line item. There could be a variance once finished.	1	\$8,400.00	\$8,400.00
Shure ULXD8 Wireless podium Mic on/off switch	4	\$553.00	\$2,212.00
Shure Rechargeable station for wireless podium mics -Shure SBC850US 8-Bay Networked Charging Station with Power Supply	1	\$1,134.00	\$1,134.00
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DBX Processor VENU 360 processor to adjust and protect all speakers and fills	1	\$1,069.00	\$1,069.00
Furman Rack Unit Power Conditioner in Rack	1	\$89.00	\$89.00
Equipment Rack Rack to hold items in media control area - No handles / Carpet	1	\$619.00	\$619.00
Drawers for racks 3 space drawer for racks	1	\$219.00	\$219.00
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Streaming Add On - Camera DataVideo PTZ Full 1080p HD camera w mounting bracket + 140T-6 w HDBase T receiver - HBT6	4	\$1,889.00	\$7,556.00
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No tax 0%: \$0.00

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Grand Total (USD): \$123,467.00



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BILL TO

Fayette County Purchasing

Mary Catherine Domaleski

770 305-5235

mdomaleski@fayettecountyga.gov

Estimate Number: 2648 - 2D Thompson

Estimate Date: March 9, 2023

Expires On: April 9, 2023

Grand Total (USD): \$121,799.00

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Installation materials Materials for installation (TV Mounts, connectors, Camera mounts, unistrut, clamps or rigging supplies as needed)	1	\$1,618.00	\$1,618.00
Installation Labor Installation Labor 3 hands x 2 days PM 2 days	1	\$5,250.00	\$5,250.00
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United States

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www.soundprinciplespro.com

Items	Quantity	Price	Amount
Notes for Customer Notes for this project - We will need adequate power near equipment	1	\$0.00	\$0.00
<p>Where accessible this proposal includes Sound Principles visiting the 8 rooms being discussed at the courthouse, making a proper list and making use of some key existing components to avoid duplicate purchases, ie: The speaker systems and amps / Cameras / Microphones / TVs that exist in some of the rooms. Where items are agreed to be acceptable to use and are relatively new, we have deducted from this list these items in efforts to not waste products or money.</p> <p>Customer has also indicated they will provide the desk top and laptop computers to make each system complete. We are estimating a total of 3 computers will be needed for each room. 2 Laptop and 1 Desktop that has specs to accommodate heavy remote meetings.</p> <p>Webex /Zoom/ Meetings platforms stay on the customer side accessing and managing, including account and usage permissions.</p> <p>Will use existing amps and speakers fo live room audio / judge boundary mics -</p>			

Subtotal: \$121,799.00

No tax 0%: \$0.00

Total: \$121,799.00

Grand Total (USD): \$121,799.00



ESTIMATE

A/V Renovation - Court Rooms

Sound Principles Pro Multi Media Inc.

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United States

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Notes / Terms

*Customer is to provide or be billed for any electrician or lift needs. If any balance is due, Final payment is due upon completion. Technician fees, Labor fees, Deposit and or Special order items are non refundable. By making payment and or signing this document the customer is accepting this proposal, return policy and agrees to these terms superseding any PO or any other document signed or submitted. No returns or refunds on any payment in regards to Labor, Purchases of Items to Install, Travel, Truck or Freight fees, Rental items, Special Order or Used items. By completing this transaction customer agrees to this return policy.

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BILL TO

Fayette County Purchasing

Mary Catherine Domaleski

770 305-5235

mdomaleski@fayettecountyga.gov

Estimate Number: 2649 - 1A Ott

Estimate Date: March 9, 2023

Expires On: April 9, 2023

Grand Total (USD): \$122,815.00

Items	Quantity	Price	Amount
Crestron Crestron -Crestron Pro Series Control System - VC-4-PC-3 - w licenses	1	\$2,999.00	\$2,999.00
Crestron Crestron - Crestron DSP-1280 or 1281 - -12 in / 8 out Audio processor	1	\$3,299.00	\$3,299.00
Crestron Crestron - DM-NVX-360 DM NVX® 4K60 4:4:4 HDR Network AV Encoder/Decoder - handles HDMI inputs (9) and outputs (2)	11	\$1,980.00	\$21,780.00
Crestron Crestron - HD-CONV-USB-300 - USB Capture interface	2	\$990.00	\$1,980.00
Crestron 10" Touch Panel - Wired 10" wired touch panel - table top TS-1070 - black - Judge and Clerk TSW-1070-B-S	2	\$3,299.00	\$6,598.00
Crestron 8.7" Touch Panel Wireless 1 x 8.7" wireless touchscreen black only - wall mount Podium + 2 desks TST-902 w charger station	3	\$4,180.00	\$12,540.00
Installation materials Materials for installation (connectors, fasteners, any paint, unistrut, clamps or rigging supplies as needed)	1	\$642.00	\$642.00
Installation Labor Installation Labor 3 hands x 3 days PM for 4 days	1	\$8,750.00	\$8,750.00



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Items	Quantity	Price	Amount
Crestron Programming Programming Crestron units - This is an estimate only. We anticipate programming to come in at or around the price estimated in this line item. There could be a variance once finished.	1	\$8,400.00	\$8,400.00
Shure ULXD8 Wireless podium Mic on/off switch	3	\$553.00	\$1,659.00
Shure Rechargeable station for wireless podium mics -Shure SBC850US 8-Bay Networked Charging Station with Power Supply	1	\$1,134.00	\$1,134.00
Shure Battery Shure SB900A Lithium-Ion Rechargeable Battery	4	\$99.00	\$396.00
Cable Cable Package needed for Crestron and Audio Mics and laptop signals	1	\$2,422.00	\$2,422.00
DBX Processor VENU 360 processor to adjust and protect all speakers and fills	1	\$1,069.00	\$1,069.00
Furman Rack Unit Power Conditioner in Rack	1	\$89.00	\$89.00
Equipment Rack Rack to hold items in media control area - No handles / Carpet	1	\$619.00	\$619.00
Drawers for racks 3 space drawer for racks	1	\$219.00	\$219.00
Installation Labor Installation Labor 3 hands x 3 days PM 3 days	1	\$7,850.00	\$7,850.00
Installation Programming - Audio Audio - Room analyzation, tuning and left ready for use - Instruction on use	1	\$1,050.00	\$1,050.00



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Items	Quantity	Price	Amount
Installation Truck Deliver equipment, ladders, Tools as needed - for Crestron and Audio phases	5	\$375.00	\$1,875.00
Installation materials Materials for installation (Rack shelves, connectors, fasteners, any paint, unistrut, clamps or rigging supplies as needed)	1	\$1,029.00	\$1,029.00
DataVideo 4ch Encoder - 4 Channel Streaming Encoder	1	\$1,999.00	\$1,999.00
TV 70" LED / 4K / HD TV	3	\$819.00	\$2,457.00
Streaming Add On - Camera DataVideo PTZ Full 1080p HD camera w mounting bracket + 140T-6 w HDBase T receiver - HBT6	4	\$1,889.00	\$7,556.00
Equipment Rack Rack to hold items in a back room area -video camera controller etc	1	\$919.00	\$919.00
DataVideo Controller RMC 300 - 8 Camera Controller	1	\$1,289.00	\$1,289.00
HDMI Video Multiplier Kramer 8x8 4K HDR HDCP 2.2 Matrix Switcher with Digital Audio Routing	1	\$4,729.00	\$4,729.00
Installation materials Materials for installation (TV Mounts, connectors, Camera mounts, unistrut, clamps or rigging supplies as needed)	1	\$1,618.00	\$1,618.00
Installation Labor Installation Labor 3 hands x 2 days PM 2 days	1	\$5,250.00	\$5,250.00
Installation Programming Cameras Programming Camera system and instruction on use	1	\$1,050.00	\$1,050.00
Installation Truck Deliver equipment, ladders, Tools as needed	2	\$375.00	\$750.00



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Items	Quantity	Price	Amount
HDMI Extender Package Kramer HDMI Extender set to CAT6 /Extended Range / Transmitter and Receiver - For TVs - cameras will run SDI	3	\$849.00	\$2,547.00
Black Magic -Multi View 16 Blackmagic Design MultiView 16	1	\$1,575.00	\$1,575.00
DataVideo ProRes 4K Video Recorder-1U Rackmountable - 2 changeable Hard drives	1	\$2,649.00	\$2,649.00
HDMI Capture DataVideo - HDMI to USB 3.0 Capture Box CAP-2	1	\$279.00	\$279.00
Installation Programming - Streaming Multiview - Programming to Webex / meetings and instruction on Use	1	\$1,050.00	\$1,050.00
Shure Wireless Shure SLXD24/58 w Handheld SM58 microphone wireless system	1	\$699.00	\$699.00
Notes for Customer Removal of old equipment no longer used -N/C If TVs are removed from wall, County will need to repair wall	1	\$0.00	\$0.00



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Subtotal:	\$122,815.00
No tax 0%:	\$0.00
<hr/>	
Total:	\$122,815.00
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BILL TO
Fayette County Purchasing
Mary Catherine Domaleski

770 305-5235
mdomaleski@fayettecountyga.gov

Estimate Number: 2649 - 1C Jackson/
Landgaard

Estimate Date: March 9, 2023

Expires On: April 9, 2023

Grand Total (USD): \$118,439.00

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Subtotal: \$118,439.00

No tax 0%: \$0.00

Total: \$118,439.00

Grand Total (USD): \$118,439.00



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Page 6 of 6 for Estimate #2649 - 1C Jackson/ Landgaard

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of Contract #2200-P, State Court Public Defender, to the law firm of Lister, Holt & Dennis, LLC for the amount of \$609,869.00.

Background/History/Details:

Historically, the Circuit Public Defender Office of the Griffin Judicial Circuit has represented indigent defendants appearing before the State Court. This past year, the Public Defender's office provided the county notification, that they would no longer service non-statutory services provided to State Court defendants (Lower Court). These services will be discontinued when the contract ends on June 30, 2023.

RFP #2200-P was issued to procure a qualified law firm to provide these Public Defender services beginning July 1, 2023. The Evaluation Committee recommends the firm of Lister, Holt & Dennis, LLC to provide the services.

Furthermore, the Superior Court statutory services provided by the Public Defender will see a significant increase in the FY2024 Budget primarily due to efforts made towards ensuring competitive salaries and retention efforts made this past year.

Staff has attempted to reflect a true overall impact associated with providing Public Defender services for both Upper and Lower Court in this presentation.

What action are you seeking from the Board of Commissioners?

Approval of Contract #2200-P, State Court Public Defender, to the law firm of Lister, Holt & Dennis, LLC for the amount of \$609,869.00.

If this item requires funding, please describe:

Funds will be budgeted for FY2024 Budget in Organization Code #10020800 (Public Defender), Object 523865 (Lower Court Contract Fees).

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:


The Griffin Circuit Public Defender office reflects services provided to the four counties of this Circuit (Fayette, Pike, Spalding and Upson) pursuant to statute and contract.

Fayette County's portion allocated based upon caseload was 27.1% last year and is 30.1% for the FY2023 Budget.



Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

From: Ted L. Burgess 

Date: March 23, 2023

Subject: Contract #2200-P: Fayette County State Court Public Defender

The State Court of Fayette County was created in 1994 by local legislation of the Georgia General Assembly (Ga. L. 1994, p 4980). Historically, the Circuit Public Defender Office of the Griffin Judicial Circuit has represented indigent defendants appearing before the Fayette County State Court, although state statute does not require them to do so. The Public Defender has made the decision to no longer represent defendants in state court when the current contract between the Circuit Public Defender Office and Fayette County ends on June 30, 2023. The decision was made in part due to caseloads and available resources. After that date, the State Court plans to provide indigent services by contracting with a qualified law firm.

The Purchasing Department issued Request for Proposals (RFP) #2200-P to identify a qualified law firm for this purpose. Notice of the opportunity was sent to the Bar Associations of Fayette, Henry, and Spalding Counties, and to two firms that had requested notification. Another 600 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity codes #91874 (Legal Consulting), #96149 (Legal Services, Attorneys), #96150 (Legal Services Including Depositions & Expert Witness Testimony, and #96258 (Professional Services). The offer was also advertised through Georgia Local Government Access Marketplace, the Fayette County News, Comcast local access Channel 23, and the county website.

Two responsive law firms submitted proposals. A third firm submitted a proposal after the due date and time, resulting in it not being accepted. The two responsive firms were:

- The Jewkes Firm, LLC
- Lister, Holt, & Dennis, LLC

An Evaluation Committee was convened, consisting of representatives from the Fayette County State Court, State Court Solicitor's Office, Sheriff's Office, Purchasing Department, and an attorney from a private practice. The Committee evaluated and scored the proposals using the

criteria enumerated in the RFP: Understanding and approach, qualifications, firm’s expertise and experience, and proposed price (please see attached).

Award is recommended to the law firm of Lister, Holt, and Dennis, LLC. They had initially proposed the price of \$684,968.00 annually, but the final negotiated price is \$609,869.00. They have not previously contracted with the county, so a Contractor Performance Evaluation is not available. Purchasing Department staff checked their references, which provided favorable responses.

Specifics of the proposed contract are as follows:

Contract Name	#2200-P: Fayette County State Court Public Defender	
Contractor	Lister, Holt, & Dennis, LLC	
Type of Contract	Annual, with 2 renewals (total 3 years)	
Contract Amount	\$609,869.00	
Budget:		
Fund	100	General Fund
Org Code	10020800	Public Defender
Object	523865	Lower Court Contract Fees
Available	\$609,869.00	Upon approval of FY 2024 Budget

**RFP #2200-P: State Court Public Defender
EVALUATION SCORES**

TECHNICAL MERIT:	MAX POINTS	Lister, Holt & Dennis, LLC	The Jewkes Firm, LLC
1 Project understanding & the proposed approach	30	27.8	23.6
2 Qualifications	20	18.4	13.6
3 Primary Firm's Qualifications	20	19.4	14.8
Total Technical Merit	70	65.6	52.0

PROPOSED PRICE:

\$684,968.00

\$500,000.00

Technical Merit Score	70	65.6	52.0
Proposed Price Score	30	18.9	30.0
Total Score		84.5	82.0

NOTE: Lister, Holt, & Dennis' original proposed price was \$684,968.00. This is the amount that must be used for calculating their total score. After the best-scoring proposal was determined, the firm agreed to the negotiated price of \$609,869.00 annually.

Griffin District Public Defender

Current Level of Effort – Fayette County Share

Fiscal Year 2023

	<u>FTE</u>	<u>Amount</u>
UPPER COURT		
Fayette Co Share ¹		\$324,628.00
LOWER COURT		
Attorney Staff	1.775	219,928.00
Support Staff	5.140	52,697.00
Operating	<u>-</u>	<u>9,604.00</u>
Total Lower Court	6.915	\$282,229.00
TOTAL	6.915	\$606,857.00

¹Fayette County 27.3% Caseload

Fayette County Public Defender Future Level of Effort Fiscal Year 2024

	FY 2023 Level of Effort		Original Offer From Lister, Holt & Dennis		Negotiated Amount		Variance	
	<u>FTE</u>	<u>Amount</u>	<u>FTE</u>	<u>Amount</u>	<u>FTE</u>	<u>Amount</u>	<u>Amount</u>	<u>%</u>
UPPER COURT								
Fayette Co Share ²		\$324,628.00		\$420,244.00		\$420,244.00	\$95,616.00	29.5%
LOWER COURT								
Attorney Staff	1.78	219,928.00	3.33	388,395.00	3.33	388,395.00	168,467.00	
Support Staff	5.14	52,697.00	1.75	90,506.00	1.75	90,506.00	37,809.00	
Operating	-	9,604.00	-	205,968.00	-	130,968.00	121,364.00	
Total Lower Court	6.92	\$282,229.00	5.08	\$684,869.00	5.08	\$609,869.00	\$327,640.00	116.1%
TOTAL	6.92	\$606,857.00	5.08	\$1,105,113.00	5.08	\$1,030,113.00	\$423,256.00	69.7%
² Fayette County 30.1% Caseload								

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve Resolution 2023-03, to participate in the national Teva, Allergan, CVS, Walgreens, and Walmart settlements and agree to be bound by an anticipated Memorandum of Understanding (MOU) between the State of Georgia and Georgia Subdivisions regarding the settlements.

Background/History/Details:

In November 2022, Fayette County was made aware of the National Opioid Settlements (July 21, 2021). Fayette County agreed to participate in receiving these settlement funds from Janssen (Johnson & Johnson, Janssen) and Settling Distributors (McKesson, AmerisourceBergen, Cardinal Health). After approval, the participation package documents were executed (via Docusign) by Chief Financial Officer Sheryl Weinmann, agreeing that Fayette County be bound by the MOU with the State of Georgia for the opioid settlement funds. These funds were received and are held for specific future use via the MOU with the state.

In February 2023, Fayette County received notification of a second settlement involving Teva, Allergan, CVS, Walgreens, and Walmart. The participation package documents are attached along with the approving resolution. Upon approval, Sheryl Weinmann will be authorized to Docusign the required documents via the portal.

What action are you seeking from the Board of Commissioners?

Approval of Resolution 2023-03, to participate in the national Teva, Allergan, CVS, Walgreens, and Walmart settlements and agree to be bound by an anticipated Memorandum of Understanding (MOU) between the State of Georgia and Georgia Subdivisions regarding the settlements.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Finance will create a separate fund for these opioid settlement distributions and any future payments.

COUNTY OF FAYETTE

STATE OF GEORGIA

RESOLUTION NO.

2023-__

**A RESOLUTION OF FAYETTE COUNTY, GEORGIA (“COUNTY”)
AGREEING TO PARTICIPATE IN THE NATIONAL TEVA, ALLERGAN, CVS,
WALGREENS, AND WALMART SETTLEMENTS AND AGREEING TO BE
BOUND BY AN ANTICIPATED MEMORANDUM OF UNDERSTANDING
BETWEEN THE STATE OF GEORGIA AND GEORGIA SUBDIVISIONS
REGARDING THE NATIONAL TEVA, ALLERGAN, CVS, WALGREENS, AND
WALMART SETTLEMENTS.**

WHEREAS, the County initiated litigation against certain manufacturers and distributors of prescription opioids in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold them accountable for the opioid epidemic and to seek equitable and monetary relief; and

WHEREAS, Defendants Teva, Allergan, CVS, Walgreens, and Walmart have reached national settlement frameworks (collectively referred to as the “New Opioid Settlements”) with certain states, including the State of Georgia, and certain subdivisions, and Georgia subdivisions now have the option to join; and

WHEREAS, the State of Georgia and certain Georgia subdivisions anticipate reaching a Memorandum of Understanding regarding the New Opioid Settlements, the purpose of which is to maximize funds available under the New Opioid Settlements and control how funds from the New Opioid Settlements are allocated between the State of Georgia and Georgia subdivisions, and the form of which is expected to be identical in all material respects to the “State of Georgia

and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements” previously agreed to by the County; and

WHEREAS, the County desires to participate in the New Opioid Settlements and intends to agree to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements.

NOW, THEREFORE, BE IT RESOLVED BY THE FAYETTE COUNTY BOARD OF COMMISSIONERS, AS FOLLOWS:

Section 1. The Fayette County Board of Commissioners, as the governing body of the County, hereby agrees to participate in the New Opioid Settlements.

Section 2. The Fayette County Board of Commissioners, as the governing body of the County, hereby agrees to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements.

Section 3. The Fayette County Board of Commissioners hereby appoints Sheryl Weinmann as the duly-appointed representative of the County for the purposes of participating in the New Opioid Settlements and agreeing to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements.

Section 4. Once a Memorandum of Understanding with the State of Georgia has been reached regarding the New Opioid Settlements, the Fayette County Board of Commissioners

directs the duly-appointed representative of the County to execute any document necessary to demonstrate the County's agreement to be bound by the Memorandum of Understanding.

Section 5. Once a Memorandum of Understanding with the State of Georgia has been reached regarding the New Opioid Settlements, the Fayette County Board of Commissioners directs the duly-appointed representative of the County to execute the requisite Participation Forms for the New Opioid Settlements, which can be executed via DocuSign (the preferred method). For illustrative purposes, blank versions of the Participation Forms for the New Opioid Settlements are attached hereto as **Exhibit 1**.

Section 6. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. This Resolution shall be in full force and effect from and after its adoption as provided by law.

[THIS SPACE INTENTIONALLY LEFT BLANK]

This Resolution was introduced, seconded and adopted at a duly convened meeting of the Fayette County Board of Commissioners, held on March 23, 2023.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

(SEAL)

By: _____
LEE HEARN, Chairman

ATTEST:

Tameca P. Smith, County Clerk

Approved as to form:

County Attorney

EXHIBIT 1

Participation Forms for the New Opioid Settlements

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

[] Yes [] No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes ☐ No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes ☐ No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes ☐ No

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve staff's recommendation for the use of National Opioid Settlement funding allocated to Fayette County through the State of Georgia.

Background/History/Details:

Fayette County has received \$186,477.33 of New Opioid Settlement (Settlement #1) funding to date. More funds are anticipated for Settlement #1, as well as funds anticipated from the upcoming Settlement #2. No information has been made available as to estimated future amounts. Staff recommends use of these funds (per Exhibit E in the MOU - Remediation Uses) as follows:

Sheriff's Office - Reimbursement of inmate specialty costs - Fayette County has a contract with Genesys for inmate specialty care services. Based upon previous data, our analysis has determined that 2.5% of the contract costs are related to detoxing protocols. Using this percentage, based upon the FY2023 contract amount of \$1,197,604, the costs related to detoxing is \$29,940. The total annual cost for the Sheriff's Office is estimated at \$30,000/annually.

Fire/EMS - Opioid Overdose Kits - Narcan distribution will be managed through Opioid Overdose Kits that will be provided to County Departments that operate in the public on a routine basis – Marshal's Office, Animal Control, Road Department, Constable, Recreation (in each ball field concession stand and gymnasium), Fayette County Board of Education (in each school nurse's office). The kits would also be provided to churches, free-clinics, Homeowner's Associations (HOA) (pool area and clubhouses), along with all necessary training to use the kits. The total annual cost for this effort is estimated at \$30,000/annually. This amount would cover the costs of 175 kits with a 12-month lifespan.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation for the use of National Opioid Settlement funding allocated to Fayette County through the State of Georgia.

If this item requires funding, please describe:

Funding for the Inmate Specialty reimbursement \$30,000 (Sheriff's Office) and the Opioid Overdose Kits \$30,000 (Fire/EMS) is available from funds received through the Opioid Settlements distributed through the State of Georgia.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Finance will create a separate fund for these opioid settlement distributions and any future payments.



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess

From: Natasha M. Duggan

Date: ~~March 9, 2023~~ 3/3/23

**Subject: Contract 1867-P: Water System Engineer of Record
 Task Order 23-07: Chemical System Improvements**

Arcadis U. S., Inc. currently serves as the Water System Engineer of Record. Under this task order, Arcadis will provide design and engineering services to upgrade selected chemical systems at both Crosstown and South Fayette Water Treatment Plants. These improvements will improve efficiency and maintainability of plant operations at each plant and improve personnel safety. The Task Order totals \$144,177 and is broken down by project below:

Project Code	Project Name	TO Cost
20WSF	Sodium Hypochlorite	\$ 9,474 ✓
23WSA	Fluoride Upgrade Crosstown	20,000 ✓
23WSB	Fluoride & NA2MN Upgrades S. Fayette	57,240 ✓
23WSF	Filter Isolation Valve Upgrade	57,463 ✓
Task Order Total		\$144,177

*Order to pricing EOR
 (1) Bid Doc/Spec vs. market -
 ↑ Extra subs (large pct.)*

Specifics of the proposed contract task order are as follows:

Contract Name	1867-P: Water System Engineer of Record
Task Order	23-07: Chemical System Improvements
Contractor	Arcadis U. S., Inc.
Not to Exceed Amount	\$144,177.00
Budget:	

Fund – Water CIP	507	507	507	507
Org Code	507	507	507	507
Object	542540	542540	542540	542540
Project	20WSF	23WSA	23WSB	23WSF
Project NTE	\$ 9,474.00	\$20,000.00	\$57,240.00	\$57,463.00
Available Budget	\$121,095.54	\$20,000.00	\$57,240.00	\$57,463.00

*Approved
 Steve Rapson
 3/3/23*



Vanessa Tigert, PG
Director - Fayette County Water System
245 McDonough Road
Fayetteville, Georgia 30214



Arcadis U.S., Inc.
2839 Paces Ferry Road SE
Suite 900
Atlanta, Georgia 30339
Phone: 770 431 8666
www.arcadis.com

Date: February 23, 2023

Ref: Contract #1867-P Water System Engineer of Record (Arcadis PN 30171943)

Subject: Task Order TO 23-07 – WTP Chemical Upgrades Engineering and Design REV 3

Dear Ms. Tigert,

The Fayette County Water System (FCWS) has requested Arcadis to submit a Task Order (TO) to provide detailed design engineering services to upgrade selected chemical systems at both Crosstown and South Fayette Water Treatment Plants (WTP). The following upgrades will improve efficiency and maintainability of plant operations at each plant. Additionally, improving FCWS personnel safety is a major priority associated with these design upgrades.

Background

On November 11th, 2021, Arcadis staff and Crosstown and South Fayette WTP Operations Staff walked around each plant assessing potential improvements to each plant's chemical systems. The goals of these improvements are to streamline chemical operations and decrease the yearly cost of chemicals, such as fluoride. Below is a list of each chemical system improvement included in the upgrades:

1. Fluoride system replacement and upgrade at both Crosstown and South Fayette [Available Funds - 23WSA & 23WSB \$49,000]

The purpose of dosing fluoride in public drinking water systems is to help prevent tooth decay among children in the serviced population. Currently, FCWS purchases sodium fluorosilicate (dry fluoride) in a powder form. The dry fluoride is diluted and dosed downstream of the filtering process before leaving each WTP. The dry fluoride system will be replaced and upgraded with a hydrofluorosilicic acid (liquid fluoride) feed system. Liquid fluoride is the most commonly used fluoridating chemical and is less expensive than dry fluoride. The liquid fluoride can be injected directly into raw water, with plant operations no longer needing to saturate the dry powder fluoride into a solution before injection. The new liquid fluoride feed system will decrease the yearly fluoride chemical costs and decrease the time plant staff spends operating the fluoride system. These improvements are intended to improve FCWS's resilience to Fluoride supply shocks.

2. South Fayette Sodium Permanganate feed system relocation [Available Funds - 23WSB \$37,240]

Sodium permanganate is dosed to raw water to combat taste and odor issues at both South Fayette and Crosstown WTP. At South Fayette the sodium permanganate dosing system is located at the Lake Horton pump station, completely separated from the treatment system at the plant. Remote monitoring and process control are not possible which creates a serious safety hazard. Operations staff currently must drive down to the Lake Horton PS to change the sodium permanganate dose rate. The sodium permanganate feed system and dosing point will be relocated to the plant, and the feed rate will be flow

paced to the raw water flowrate pumped to the onsite reservoir. Plant operations will be able to monitor and adjust the sodium permanganate feed at the South Fayette WTP instead of taking additional time to drive down to the Lake Horton PS to check on status or dosing rate of the feed system.

The South Fayette WTP receives raw water pumped from the Lake Horton Pump Station (PS) adjacent to the Lake Horton Reservoir. The PS is approximately 1.5-miles, a 10-minute round trip drive, from the WTP. Currently, if South Fayette Operations staff need a sample of raw water before it enters the plant, operations staff must drive down to the PS to collect a sample. To limit the travel time for plant operations to collect this important sample, a new raw water sample collection system will be installed next to the onsite reservoir, before raw water discharges into the reservoir. This small, but important, upgrade will be a benefit for plant operations at South Fayette WTP.

Phosphoric acid (phosphate) is dosed to filtered water to control iron and manganese build-up, prevent corrosion, and stabilize chlorine in finished water once finished water is in the distribution system. Currently at South Fayette WTP, phosphate is dosed in the same post-treatment chemical vault as chlorine, fluoride, and lime. For optimum efficiency, phosphate dissolution and reaction should occur prior to the injection of chlorine and lime. Similar to the configuration at Crosstown WTP, a phosphate injection manhole will be installed upstream of the main post-treatment chemical injection vault to increase the phosphate contact time prior to when the chlorine and lime are injected.

3. South Fayette Filter Discharge Isolation Valve Installation [Available Funds - 23WSF \$57,463]

The South Fayette WTP has six filters. The filter effluent piping arrangement consists of an 8-inch venturi and modulating flow control valves (FCV) to control the filter effluent flowrate. Downstream of FCV, each individual filter effluent pipe manifolds into one larger 24-inch filter effluent pipe. There is currently no way of isolating these FCVs from the main effluent header. The plant would need to completely shut down, to do any maintenance on one of the six FCVs. In 2015 the valves in the Crosstown WTP filter gallery were replaced and upgraded with new FCVs and downstream isolation valves. Like the Crosstown 2015 filter upgrade, manual isolation valves will be installed downstream of the filter effluent FCVs to easily isolate the downstream filter effluent piping. These downstream filter isolation butterfly valves (BFV) will allow plant operations to perform maintenance on individual FCVs while keeping the plant in operation.

4. Chlorine Disinfection Upgrade [Available Funds - 20WSF \$151,703]

FCWS is in the process of switching disinfection technologies from chlorine gas to an alternative disinfection technology. As part of TO 23-03, Arcadis evaluated and developed preliminary engineering designs of two different disinfection technologies, a bulk auto-dilution disinfection system, and an onsite generation system. To provide a more in-depth comparison of each technology, FCWS has requested additional evaluation in order to include an in-depth constructability and operation and maintenance review of each system. Thus, this subtask expands the scope to include structural, heating air conditioning and ventilation (HVAC), and electrical engineers to further evaluate each system. This level of detail provided for each option will aid with comparing the feasibility of each system.

Scope of Work

The detailed design and engineering scope of work for each upgrade is defined below:

1. Crosstown WTP – Fluoride
 - a. Demolish existing dry fluoride feed system.
 - b. Install new liquid fluoride bulk storage tank, day tank, and pump feed system.

- i. The new bulk tank will be installed on top of the old Lime bulk tank equipment pad next to the post-treatment chemical building. The average density of liquid fluoride is 23% acid and freezes at approximately 4 °F. The bulk tank outside will need to be evaluated to have heat tracing and insulation to prevent the bulk tank from freezing during winter months.
 - ii. The day tank and pump feed system will be installed inside the post-treatment chemical building in the old alum lime room.
2. South Fayette WTP – Fluoride
 - a. Demolish existing dry fluoride feed system.
 - b. Install new double wall liquid fluoride bulk storage tank, doubled wall day tank, and pump feed system.
 - i. The new double wall bulk tank will be installed either in the fluoride room or room adjacent to the fluoride room.
 - ii. The day tank and pump feed system will be installed inside the chemical building in the existing fluoride room.
3. South Fayette Raw Water Sample Line
 - a. Install new raw water sample vault next to raw water pipeline before discharge into the onsite reservoir. The raw water sample point will be upstream of the new sodium permanganate injection point as to not contaminate the raw water sample.
4. South Fayette Sodium Permanganate Feed System Relocation
 - a. Demolish existing sodium permanganate feed system at the Lake Horton PS.
 - b. Demolish old carbon feed equipment and clean carbon feed room.
 - c. Install new sodium permanganate feed system inside old carbon feed room.
 - d. Install new chemical injection vault upstream of raw water discharge into the onsite reservoir.
5. South Fayette Phosphate Injection Manhole
 - a. Install new phosphate injection manhole upstream of post-treatment chemical vault.
 - b. Reroute phosphate chemical piping to new injection vault.
6. South Fayette Filter Discharge Isolation Valve Installation
 - a. Cut in and install manual isolation BFVs downstream of the filter FCVs.

Deliverables

The scope of work will be developed and delivered to FCWS for review at the 30%, 60%, 90% submittal stages. Workshops between FCWS staff and key project team members will be held after each submittal where design concerns will be recorded and addressed. The final 100% design will incorporate all FCWS comments into a Bid Ready Design Package. Deliverables included at each submittal date are defined in detail below:

1. 30% Design Engineering
 - a. 30% Design Drawings, 30% Engineering Report (ER), Specifications Table of Contents
2. 60% Design Engineering
 - a. 60% Design Drawings and Specifications, 60% ER, Equipment List, Engineer's Opinion of Probable Construction Cost (EOPCC)
3. 90% Design Engineering

- a. 90% Design Drawings and Specifications, Final ER, Equipment List, EOPCC
4. 100% Final Design
 - a. Issue for Bid (IFB) Drawings and Specifications, Equipment List, EOPCC
5. Bidding and Award Support
 - a. Addenda During Bid, Answering Prospective Bidder's Questions, Engineer's Recommendation of Award, Conformed Drawings and Specifications
6. Permitting Support
 - a. Required building and land development permits
 - b. Coordination with EPD

Meetings and Site Visits

There will be four hybrid on-site/Teams meetings for this project between FCWS and Arcadis. An initial project kickoff meeting and site visit where the project goals, deliverable, and schedule will be discussed and agreed between all parties, and three design workshops following 30%, 60%, and 90% design phases where the current design will be presented and FCWS will be able to voice concerns or request clarification on design elements. Meeting Minutes will be submitted to FCWS within five business days following each meeting.

1. Kickoff Meeting and Initial Site Visit 4-hours
2. Design Workshop Meetings 2-hours (each)

The project fee includes budget for up to two additional site visits by Arcadis to assess site conditions and collect required information.

Project Team

The key members of our project team are listed below. The team may vary as needed. Arcadis may utilize subcontractors to address specific scope elements as needed. Arcadis shall submit subcontractors to FCWS for approval prior to initiating any activities.

1. Travis Thomas, PE – Project Manager
2. Hamilton Giles, PE – Process Mechanical Lead Engineer
3. Samuel Ayoade, PE – Electrical and I&C Lead Engineer
4. Sudarshan Surange, PE – Junior Process Mechanical Engineer
5. Aaron Capelouto, PE, MIB – Deputy Account Lead

Vanessa Tigert, PG
Fayette County Water System
February 23, 2023

Schedule

The Arcadis team will begin work under this TO when authorized by the FCWS.

Fayette County Water System		2023																																				
WTP Chemical Upgrades		January			February			March			April			May			June			July			August			September												
#	Design Phase	Week																																				
1	Notice to Proceed																																					
2	30% Design Phase																																					
3	30% FCWS Review																																					
4	60% Design Phase																																					
5	60% FCWS Review																																					
6	90% Design and Permitting Phase																																					
7	90% FCWS Review																																					
8	100% IFB Submittal																																					
9	Bidding and Purchasing																																					
Notes:		1. Each FCWS Review Phase includes two weeks of review and a workshop with FCWS, and Arcadis. The subsequent design phase will not begin until meeting minutes from the workshop are finalized.																																				

Fee

Compensation for the work in this professional services assignment will be based on a not to-exceed, time and materials fee as shown in the attached fee table. The compensation was determined using the previously agreed upon rates associated with Arcadis' Engineer of Record contract with the County.

Assumptions

1. FCWS will provide all relevant documentation needed to complete the project including Record Drawings, existing condition assessments, etc.
2. Specifications will be based on Arcadis standards.
3. FCWS will provide review and comments to submittals within two weeks of receiving a submittal to maintain the project schedule.

We appreciate the opportunity to submit this proposal for this Task Order. If you have any questions, please do not hesitate to contact me. We look forward to working with you and the FCWS team on this project.



Sincerely,

Travis Thomas, PE
Project Manager
Arcadis U.S., Inc.

CC: FCWS – Susan Lee; Russell Ray
Arcadis - Aaron Capelouto, PE, MIB; Michael Diaz, MS, PE

FCWS - TO 23-07 WTP Chemical Upgrade Detailed Engineering Fee Table

Discipline	Project Management			CADD	Civil		Structural		Process Mechanical			Electrical / I&C			ARCADIS Subtotals		
Role	Deputy Account Lead	PM	Project Assistant	CADD Technician	Lead Engineer	Jr. Engineer	Lead Engineer	Jr. Engineer	QA/QC	Lead Engineer	Jr. Engineer	QA/QC	Lead Engineer	Jr. Engineer			
Staff Proposed	A. Capeluto	T. Thomas	L. Dickson	Various	T. Tittle	N. Nia	C. Gallo	P. Lunkad	S. Bishop	H. Giles	S. Surange	T. Powell	S. Ayoade	N. Deshpande			
Labor Category	Project Engineer	Project Engineer	Project Assistant	Project Assistant	Project Engineer	Staff Engineer	Senior Engineer	Staff Engineer	Senior Engineer	Senior Engineer	Staff Engineer	Principal Engineer / SME	Project Engineer	Staff Engineer			
Labor Rate	\$142.14	\$142.14	\$84.46	\$84.46	\$142.14	\$111.24	\$190.55	\$111.24	\$190.55	\$190.55	\$111.24	\$216.30	\$142.14	\$111.24			
Total Role Hours	6	94	12	152	13	29	16	32	24	204	241	18	107	131	ARCADIS Subtotals		
Total Hours (by Discipline)	112			152	42		48		469			256					
Total Role Cost	\$853	\$13,361	\$1,014	\$12,838	\$1,848	\$3,226	\$3,049	\$3,560	\$4,573	\$38,872	\$26,809	\$3,893	\$15,209	\$14,572	Total Hours	Total Labor Cost	Subtotal
Total Labor Cost (by Discipline)	\$15,228			\$12,838	\$5,074		\$6,608		\$70,254			\$33,675			1,079	\$143,677	\$143,677
Cost Percentage (by Discipline)	11%			9%	4%		6%		61%			29%			1,079	\$143,677	\$143,677
TASK 1 Project Management Services																	
1.1 Project Management and Task Order Development	4	8	2							4					18	\$2,637	\$2,637
1.2 Client Kick-off Meeting and Initial Site Visit		4								4	4				12	\$1,776	\$1,776
1.3 Preparation of Progress Reports		6													6	\$853	\$853
1.4 Preparation of Meeting Minutes		6													6	\$853	\$853
1.5 Project Monthly Invoicing		6	8												14	\$1,529	\$1,529
1.6 Project Closeout	2	1	2												5	\$595	\$595
Sub-total Task Hours	6	31	12							8	4				61	\$8,242	\$8,242
TASK 2 30% Design Engineering																	
2.1 Preliminary Design Review										2	4				6	\$826	\$826
2.2 Site Visits											4		4	2	10	\$1,236	\$1,236
2.3 Internal Progress Meetings (1 hr./Meeting)		4								4	4		2	2	16	\$2,282	\$2,282
2.4 Design					2	8				24	40		8	4	86	\$11,779	\$11,779
2.5 30% Drawings				80	2	6				18	30		12	6	154	\$16,849	\$16,849
2.6 Preparation of Specifications TOC										2			1	1	4	\$634	\$634
2.7 30% QA/QC									4			4			8	\$1,627	\$1,627
2.8 Development of Materials for Meeting (PowerPoint, etc.)		2								1	2				5	\$697	\$697
2.9 Development of Agenda		1													1	\$142	\$142
2.10 Attending Workshop		4								4	4				12	\$1,776	\$1,776
2.11 Preparation and Distribution Meeting Minutes		2													2	\$284	\$284
Sub-total Task Hours		13		80	4	14			4	55	88	4	27	15	304	\$38,134	\$38,134
TASK 3 60% Design Engineering																	
3.1 Site Visits										4	4		4	4	16	\$2,221	\$2,221
3.2 Internal Progress Meetings (1 hr./Meeting)		4								4	4		4	4	20	\$2,789	\$2,789
3.3 Design										8	12		4	8	50	\$6,796	\$6,796
3.4 Preparation of 60% Drawings				32	2	8			4	8	16		16	20	111	\$12,761	\$12,761
3.5 Preparation of 60% Specifications										1	4		8	8	49	\$7,363	\$7,363
3.6 Preparation of 60% Engineering Report		2								2	8		4	4	20	\$2,569	\$2,569
3.7 Equipment List										4	8		4	8	24	\$3,111	\$3,111
3.8 60% QA/QC									4				4		10	\$2,009	\$2,009
3.9 60% Construction Estimate															24	\$3,300	\$3,300
3.10 Development of Materials for Meeting (PowerPoint, etc.)		2			1	3		2	2	4	4		4	4	24	\$3,300	\$3,300
3.11 Development of Agenda		1													2	\$284	\$284
3.12 Attending Workshop		1								1	1		1	1	5	\$697	\$697
3.13 Preparation and Distribution Meeting Minutes		2													2	\$284	\$284
Sub-total Task Hours		12		32	3	15	8	22	8	55	65	4	49	61	334	\$44,326	\$44,326
TASK 4 90% Design Engineering																	
4.1 Internal Progress Meetings (30 min./Meeting)		3								3	3		3	3	15	\$2,092	\$2,092
4.2 Design										4	8		2	8	29	\$4,002	\$4,002
4.3 Preparation of 90% Drawings				24					1	2	2		4	8	66	\$7,774	\$7,774
4.4 Preparation of 90% Specifications									1	2			8	8	47	\$6,824	\$6,824
4.5 Final Engineering Report		1								4	4		1	2	12	\$1,714	\$1,714
4.6 Equipment List										2	2		1	4	9	\$1,191	\$1,191
4.7 90% QA/QC															12	\$2,293	\$2,293
4.8 Construction Schedule Detailing		4			2			2	4	4		4			8	\$1,331	\$1,331
4.9 90% Construction Estimate										2	4				9	\$1,191	\$1,191
4.10 Development of Materials for Meeting (PowerPoint, etc.)		2											1	2	2	\$284	\$284
4.11 Development of Agenda		1													1	\$142	\$142

Role		Deputy Account Lead	PM	Project Assistant	CADD Technician	Lead Engineer	Jr. Engineer	Lead Engineer	Jr. Engineer	QA/QC	Lead Engineer	Jr. Engineer	QA/QC	Lead Engineer	Jr. Engineer			
Staff Proposed		A. Capelouto	T. Thomas	L. Dickson	Various	T. Tittle	N. Nia	C. Gallo	P. Lunkad	S. Bishop	H. Giles	S. Surange	T. Powell	S. Ayoade	N. Deshpande			
Labor Category		Project Engineer	Project Engineer	Project Assistant	Project Assistant	Project Engineer	Staff Engineer	Senior Engineer	Staff Engineer	Senior Engineer	Senior Engineer	Staff Engineer	Principal Engineer / SME	Project Engineer	Staff Engineer			
Labor Rate		\$142.14	\$142.14	\$84.46	\$84.46	\$142.14	\$111.24	\$190.55	\$111.24	\$190.55	\$190.55	\$111.24	\$216.30	\$142.14	\$111.24			
Total Role Hours	6	94	12	152	13	29	16	32	24	204	241	18	107	131	ARCADIS Subtotals			
Total Hours (by Discipline)	112		152		42		48		469		241		256					
Total Role Cost	\$853	\$13,361	\$1,014	\$12,838	\$1,848	\$3,226	\$3,049	\$3,560	\$4,573	\$38,872	\$26,809	\$3,893	\$15,209	\$14,572	Total Hours	Total Labor Cost	Subtotal	
4.12 Attending Workshop		4								4	1		1	1	11	\$1,695	\$1,695	
4.13 Preparation and Distribution Meeting Minutes		2													2	\$284	\$284	
4.14 Response to Client Review Comments		1									4		2	2	9	\$1,094	\$1,094	
Sub-total Task Hours	—	18	—	24	2	—	4	6	8	51	54	4	23	38	232	\$31,910	\$31,910	
TASK 5 Final Design (100%)																		
5.1 Internal Progress Meetings		4								4	4			4	16	\$2,221	\$2,221	
5.2 Internal QA/QC (across disciplines)						2		2	2	4	4	4			18	\$3,277	\$3,277	
5.3 Final Construction Estimate										1	2	2		2	7	\$1,068	\$1,068	
5.4 Final Design Drawings					16					4	8		4	4	36	\$4,017	\$4,017	
5.5 Final Design Specifications										6	2		2	2	12	\$1,873	\$1,873	
5.6 Final Equipment List										1	2			2	5	\$636	\$636	
Sub-total Task Hours	—	4	—	16	2	—	2	2	4	20	18	6	6	14	94	\$13,091	\$13,091	
TASK 6 Bidding and Award																		
6.1 Attend and Prepare for Pre-Bid Conference		6								6					12	\$1,996	\$1,996	
6.2 Prepare Addenda (3)						2		2	2	6	6				18	\$2,699	\$2,699	
6.3 Bid Evaluation and Engineer's Recommendation		4								3					7	\$1,140	\$1,140	
6.4 Conformed Drawings															9	\$1,063	\$1,063	
6.5 Conformed Specifications											4		2	3	2	\$222	\$222	
Sub-total Task Hours	—	10	—	—	2	—	2	2	—	15	12	—	2	3	48	\$7,120	\$7,120	
TASK 7 Permitting Support																		
7.1 EPD Coordination		2													2	\$284	\$284	
7.2 Local Municipality Coordination		2													2	\$284	\$284	
7.3 Obtain permits (as Needed)		2													2	\$284	\$284	
Sub-total Task Hours	—	6	—	—	—	—	—	—	—	—	—	—	—	—	6	\$853	\$853	
Budgetary Expenses (Other Direct Costs)																	\$500	\$500
Total Labor Cost															1,079	\$143,677	\$143,677	
TOTAL																\$144,177	\$144,177	
Scope assumptions defined in the proposal																		


Scope assumptions defined in the proposal.



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess 

From: Natasha M. Duggan 

Date: March 6, 2023

**Subject: Contract #1975-S: Health Facility Project Management
 Change Order 3: Additional Design Development & Construction**

On June 11, 2021, the Board of Commissioners approved award of #1975-S-B Health Facility Project Management to Tim Symonds of Morgan Mill Consulting. Since the original contract award, the location of the new Health Building has been moved from Center Drive to the former East Fayette Elementary School building.

The County is accepting proposals (RFP #2226-P) for the services of a Construction Manager at Risk (CMAR) with design to manage renovation of the East Fayette Elementary School, provide technical review during the pre-construction period, and provide cost evaluation assistance to the project management.

This change order will authorize additional time for procurement, Guaranteed Maximum Price negotiation, design development and construction of the school building, and a Phase 1 environmental report. The increase of \$55,225 is detailed by line item in Attachment 1.

Specifics of the proposed contract change order are as follows:

Contract Name	#1975-S: Health Facility Project Management
Contractor	Morgan Mill Consulting
Change Order	#3 Additional Design Development & Construction
Initial Contract Amount	\$ 84,000.00
Change Order 1	15,000.00
Change Order 2	36,350.00
Change Order 3	55,225.00
Revised Contract Amount	\$190,575.00

 Approved

Place on County Administrator's Report? ☒ Yes ☐ No

On Agenda Dated: 3/23/23

Budget:

Fund	375	CIP
Org Code	37550110	Health
Object	541320	Buildings/Structures
Project	205AA	Public Health Building
Available	\$1,208,280.82	As of 3/28/2022

Approved by: _____



Date: _____

3/6/23

Place on County Administrator's Report? Yes No

On Agenda Dated: _____

Option #1 Renovation Expenses East Fayette Elementary

Health Expenditure Uses	FY2023	FY2024	Combined
Jefferson Architects	228,463		228,463
Morgan Mill Consulting	46,335		46,335
FCBOE Purchase	1,500,000	1,500,000	3,000,000
Moderate Renovation			
Building Work \$200SF	9,767,000		9,767,000
General Conditions	883,000		883,000
CMAR Fees	338,000		338,000
Design - Architect & Engineers	719,000		719,000
Project Manager	160,000		160,000
FF&E Allowance	1,500,000		1,500,000
Grand Total	15,141,798	1,500,000	16,641,798

**Public Health Building Construction
Project Management Contract #1975-S**

Phase	Original Contract	Proposed Change	Total
Project Review	\$ 4,000.00		\$ 4,000.00
Procurement Phase	\$ 12,000.00		\$ 12,000.00
Construction Pre-start Phase	\$ 4,500.00		\$ 4,500.00
Construction Phase	\$ 43,200.00		\$ 43,200.00
Travel Allowance	\$ 300.00		\$ 300.00
Contingency for Special Conditions	\$ 20,000.00		\$ 20,000.00
Change Order No. 1 - Construction Cost Estimate	\$ 15,000.00		\$ 15,000.00
Change Order No. 2 - Revised Scope of Work	\$ 36,350.00		\$ 36,350.00
Change Order No. 3:			\$ -
Additional Procurement Phase		\$ 22,500.00	\$ 22,500.00
GMP Negotiation		\$ 4,000.00	\$ 4,000.00
Design Development & Construction Phase (Additional Time)		\$ 26,800.00	\$ 26,800.00
Phase 1 Environmental Report - by Mill Creek Environmental		\$ 1,925.00	\$ 1,925.00
Total Fee	\$ 135,350.00	\$ 55,225.00	\$ 190,575.00

↓
 spent (51,635)
 Remaining 83,715 + 55,225 = \$138,940

Project Mgt Budget 169,000
 per Aug. 25 BOC mtg

21,060
 Balance

Fayette County – Public Health Building – Renovation of East Fayette Elementary School

Project Management Services – Contract 1975-S

Further to our prior discussions, please see below my proposal for Project Management Services in connection with the renovation of East Fayette Elementary School into a Public Health facility.

I have broken the fee down into 3 stages - a 3-month procurement phase, a 1-month GMP negotiation phase and additional time for design development and construction phase.

Stage	Fee	% Complete	Invoiced
Project Review	\$4,000	100%	\$4,000
Procurement Phase	\$12,000	100%	\$12,000
Construction Pre-start phase	\$4,500	100%	\$4,500
Construction Phase	\$43,200		
Contingency	\$20,000	37%	\$16,135
Travel Allowance	\$300		
Change Order No. 1 – Independent Cost Estimate	\$15,000	100%	\$15,000
Change order No. 2 – Revised Scope of work	\$36,350		
Total Fee	\$135,350	38%	\$51,635
Additional Scope of work:			
<i>Additional Procurement Phase</i>	\$22,500		
<i>GMP negotiation</i>	\$4,000		
<i>Design Development & Construction Phase (additional time)</i>	\$26,800		
<i>Phase 1 Environmental Report – by Mill Creek Environmental (already instructed)</i>	\$1,925		
Total Revised Fee	\$190,575	27%	\$51,635

This would increase the contract sum for PM services to \$190,575. Of that \$51,635 has been invoiced up to the end of February 2023. This would mean an increase of \$53,300 for Morgan Mill Consulting and an additional \$1,925 for the Phase 1 Environmental Report by Mill Creek Environmental.

I will keep a record of my hours and will invoice accordingly on a monthly basis with associated backup and details.

Assumptions and exclusions:

- Project construction schedule is a 14-month build.
- Any extraordinary travel or project expenses will be reimbursable.