

**FULTON COUNTY BOARD OF COMMISSIONERS  
SECOND REGULAR MEETING**

August 20, 2025  
10:00 AM



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



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

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

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

Robert L. Pitts, Chairman (At-Large)  
Bridget Thorne, Commissioner (District 1)  
Bob Ellis, Vice-Chairman (District 2)  
Dana Barrett, Commissioner (District 3)  
Mo Ivory, Commissioner (District 4)  
Marvin S. Arrington, Jr., Commissioner (District 5)  
Khadijah Abdur-Rahman, Commissioner (District 6)

**INVOCATION:** Reverend Clifton Dawkins, Jr., County Chaplain

**PLEDGE OF ALLEGIANCE:** Recite in unison

### **ANNOUNCEMENTS**

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

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

**CONSENT AGENDA**

**25-0583 Board of Commissioners**

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

**25-0584 Board of Commissioners**

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Dr. Jay Augustine Appreciation Day.”  
**(Pitts/Abdur-Rahman)**  
August 8, 2025

Proclamation recognizing “Rev. Jasper W. Williams, Jr. Appreciation Day.” **(Pitts)**  
August 10, 2025

Proclamation recognizing “Dr. John Culbreath Remembrance Day.”  
**(Arrington/Pitts)**  
August 12, 2025

Proclamation recognizing “Jim Alexander Appreciation Day.” **(Ivory)**  
August 16, 2025

Proclamation recognizing “Ann Cramer Appreciation Day.” **(Ivory)**  
August 16, 2025

Proclamation recognizing “Raymond Tweet Williams Remembrance Day.”  
**(Arrington)**  
August 18, 2025

**Commissioners' District Board Appointments**

**25-0585 Board of Commissioners**

FULTON COUNTY VETERANS' EMPOWERMENT COMMISSION, INC.

The Veterans Commission shall have the following members: Each Commissioner shall appoint two (2) members. Such appointees shall be residents of, or work in Fulton County and shall have military experience or expertise in the areas affecting military veterans. Veterans Commission shall serve three (3) year terms, with such term subject to the discretion of the appointing Commissioner, who can remove a member for cause, otherwise such member may continue to serve beyond his/her term until a successor is appointed.

Term = 3 Years

Term below expired: 12/31/2024

John L. Walsh (**Thorne**)

**Commissioner Thorne has nominated David Hofstetter for a District appointment to a term ending December 31, 2027.**

**Development Authority of Fulton County TEFRA  
(Tax Equity Fiscal Responsibility Act)**

**25-0586 Board of Commissioners**

Execution by Chairman Robert L. Pitts of a TEFRA (Tax Equity Fiscal Responsibility Act) for documentation pertaining to the proposed issuance of its Development Authority of Fulton County Revenue Bonds (Spelman College), Series 2025A, in an amount not to exceed \$140,000,000.00 (the "Bonds").

**25-0587 Board of Commissioners**

Execution by Chairman Robert L. Pitts of a TEFRA (Tax Equity Fiscal Responsibility Act) for documentation pertaining to the proposed issuance of its Development Authority of Fulton County Revenue Bonds (Delowe Apartments Project), Series 2025, in an amount not to exceed \$17,000,000.00 (the "Bonds").

**Open & Responsible Government**

**25-0588 Finance**

Ratification of the July 2025 Grants Activity Report.

**25-0589 Real Estate and Asset Management**

Request approval of a Water Easement Dedication of 74 square feet to Fulton County, a political subdivision of the State of Georgia, from Vishal Patel, an individual, for the purpose of constructing the Bridges (Lot #5) Project at 0 Webb Bridge Road, Alpharetta, Georgia 30005. Effective upon approval.

**25-0590 Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 6,197.2 square feet to Fulton County, a political subdivision of the State of Georgia, from Amanda R. Bralley and Krishan Bralley individuals, for the purpose of constructing the Bridges (Lot #6) Project at 0 Webb Bridge Road, Alpharetta, Georgia 30005. Effective upon approval.

**Health and Human Services****25-0591 Community Development**

Request approval of a Memorandum of Understanding ("MOU") between Fulton County, Georgia, as the Fulton County Continuum of Care ("CoC") Collaborative Applicant, and 24/7 Gateway, LLC ("Gateway") in the amount of (\$398,657.00) for Gateway to serve as the coordinated entry lead agency and manage coordinated entry at the County-wide North and South Homeless Assessment Center offices. The term of the MOU is September 1, 2025, through August 31, 2026. This item is funded with (\$306,814.00) from the U.S. Department of Housing and Urban Development (HUD) Coordinated Intake and Assessment System (CIAS) grant and (\$91,843.00) in General Fund match.

**25-0592 Public Works**

Request approval of a Service Account Agreement Letter - Department of Public Works, Drinking Water Laboratory, and Related Services in the amount not to exceed \$30,000.00 from the State of Georgia / DNR - Environmental Protection Division (EPD) (Atlanta, GA), to provide drinking water laboratory and related services for the contract period effective from July 1, 2025, to June 30, 2026. Effective upon BOC approval.

**25-0593 Public Works**

Request approval to renew an existing contract - Department of Public Works, 23RFP139483K-DB, TSPLOST Program Management Services in an amount not to exceed \$118,000.00 with Goodwyn Mills Cawood, LLC (GMC), for program management services related to the Transportation Special Purpose Local Option Sales Tax (TSPLOST). This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026, through December 31, 2026.

**25-0594 Senior Services**

Request approval to amend the memorandum of understanding with Friends of Benson, Inc., a non-profit organization that supports multipurpose and adult day programming through fundraising efforts; authorize the Chairman or any other duly authorized official to execute the amended memorandum of understanding; and authorize the County Attorney to approve the amended memorandum as to form and make any necessary modifications thereto prior to execution.

**25-0595 Senior Services**

Request approval of a Memorandum of Understanding (MOU) for the Fulton County Elder Abuse, Neglect, and Exploitation Enhanced Multidisciplinary Team (EMDT) on behalf of the Department of Senior Services and the Department of Emergency Management to participate in a multiagency, multi-partnered approach to assessment, investigation, prosecution, and review of abuse cases involving elder persons; authorize the Chairman or any other duly authorized official to execute the MOU on behalf of the department; and authorize the County Attorney to approve the standard form agreement as to form and substance and make necessary modifications thereof prior to execution.

**Justice and Safety****25-0596 District Attorney**

Request ratification of amended subaward agreement with Chris 180 and Fulton County District Attorney's Office agreements and authorization for signatures to assist in compliance with grant regulations for U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention, Community Based Violence Intervention and Prevention Initiative Grant, Grant Award No. 15PBJA-22-GG-04732-CVIP. In an amount not to exceed \$171,000.00.

**25-0597 District Attorney**

Requesting ratification of amended subaward agreement with the Atlanta Police Foundation and the Fulton County District Attorney's Office agreements and authorization for signatures to assist in compliance with grant regulations for 2020 Comprehensive Anti-Gang Programs for Youth Program Grant, Grant Award No. 2020-MU-MU-0022. In an amount not to exceed \$73,000.00.

**SECOND REGULAR MEETING AGENDA****25-0598 Board of Commissioners**

Adoption of the Second Regular Meeting Agenda.

**25-0599 Board of Commissioners**

Ratification of Minutes.

First Regular Meeting Post Agenda Minutes, August 6, 2025  
Special Called Meeting Post Agenda Minutes, August 13, 2025

**25-0600 Board of Commissioners**

Presentation of Proclamations and Certificates.

Proclamation recognizing "Atlanta-Fulton County Emergency Management Agency Appreciation Day." **(Ivory/BOC)**

**PUBLIC HEARINGS**

**25-0601 Board of Commissioners**

Public Comment - Citizens are allowed to voice County related opinions, concerns, requests, etc. during the Public Comment portion of the Commission meeting. **Priority for public comment will be given to Fulton County citizens and those individuals representing businesses or organizations located within Fulton County, including their employees, whether such persons are commenting in-person, via Zoom or other electronic media (i.e., phone call). Non-Fulton County citizens will only be heard after all in-person Fulton County citizens, representatives of business and organizations located within Fulton County, including their employees, have been heard and the time allotted for public comment has not expired, except as otherwise provided in this code section. County staff shall verify the residency of each public speaker prior to such person being heard by the board. Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed sixty (60) minutes at the First Regular Meeting, nor will this portion exceed sixty (60) minutes at the Second Regular Meeting.** In the event the 60-minute time limit is reached prior to public comments being completed, public comment will be suspended and the business portion of the BOC meeting will commence. Public comment will resume at the end of the meeting. For more information or to arrange a speaking date, contact the Clerk's Office.

**PRESENTATIONS TO THE BOARD**

**Housing Authority of Fulton County**

**25-0512 Board of Commissioners**

Presentation: Housing Authority of Fulton County Update

**COUNTY MANAGER'S ITEMS**

**Open & Responsible Government**

**25-0602 County Manager**

Presentation of the Fulton County Operational Report.

**25-0603 County Manager**

Presentation and approval to proceed with the planning of Option 3, which includes (1) the construction of a Special Purpose Building to serve vulnerable populations and offset the future need for outsourcing of inmates to out-of-County jail facilities, and (2) renovations at the Rice Street Main Jail.

**25-0604 Finance**

Presentation, review, and approval of August 20, 2025, Budget Soundings and Resolution.

**25-0605 Finance**

Request approval of a Supplemental Tax Resolution to affirm the 2025 Fulton County Board of Education millage rate.

**25-0606 Information Technology**

Request approval to utilize cooperative purchasing - Information Technology, NASPO ValuePoint Contract 22PSX0086AD, IT Managed Service Providers in the amount not to exceed \$584,000.00 with uWork.com, Inc. d/b/a Covendis Technologies, Inc., (Atlanta, GA) to provide support for IT services and operation. Effective August 12, 2025 through December 31, 2025.

**Arts and Libraries****25-0607 Library**

Request approval to award a contract without competition - Fulton County Library System 25SSREQ1429839B-RT, Automated Handling Systems in an amount not to exceed \$1,100,000.00 with Bibliotheca, Inc. (Norcross, GA) to replace the current units for the phase one libraries. Effective upon BOC approval.

**Health and Human Services****25-0608 Public Works**

Request approval of an Intergovernmental Agreement (IGA) between Fulton County, GA and the City of Roswell, GA for water main relocations associated with the road improvements to Hardscrabble Road Project in the City of Roswell, GA, in an estimated amount of \$431,490.00. Effective upon approval and continue through December 31, 2027 unless amended.

**25-0609 Public Works**

Request approval to increase spending authority - Department of Public Works, 23ITB458876A-KM, Small Water Meter Installation, in an amount not to exceed \$250,000.00 with Jewel of the South, Inc. (Conyers, GA) to provide small water meter installation services. Effective upon BOC approval through December 31, 2025.

**25-0610 Public Works**

Request approval to renew an existing contract - Department of Public Works, 23RFP140862K-CRB, Building Code Administration Services, Construction Management Services and Planning Services in an amount not to exceed \$185,709.50 with Nova Engineering and Environmental, LLC (Kennesaw, GA) to provide building code administration, construction management, and planning services associated with new development and redevelopment activity within the Fulton Industrial District area of unincorporated Fulton County. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026, through December 31, 2026.

**25-0611 Public Works**

Request approval of the lowest responsible bidder - Department of Public Works, 25ITB1376191A-KM, Concrete Manhole Parts in an amount not to exceed \$106,624.76 with Ferguson Waterworks (Norcross, GA) to provide concrete manhole parts upon execution of contract through December 31, 2025, with two renewal options.

**25-0612 Public Works**

Request approval of a Contract Item Agreement Memorandum of Understanding (CIA-MOU) between Fulton County and the Georgia Department of Transportation (GDOT) for the relocation of water facilities associated with the bridge replacement and widening of SR 120 (Old Milton Parkway) from North Point Parkway to Kimball Bridge Road in the City of Alpharetta (Project ID #0017187). The project includes the relocation of approximately 3,188 linear feet of 8-inch, 10-inch, 12-inch, and 16-inch water lines and associated appurtenances within Fulton County. The estimated cost of the project for the County is \$1,768,280.00.

**Justice and Safety****25-0613 Superior Court Administration**

Request approval of a recommended proposal - Superior Court, 25RFP1386059A-BKJ, Drug Testing in an amount not to exceed \$350,000.00 with Technical Resource Management, LLC dba Cordant Health Solutions to provide comprehensive drug testing and technology services to the participants of the County's Accountability Court Programs. Effective upon BOC approval, through December 31, 2025 with two renewal options.

**25-0614 Real Estate and Asset Management**

Request approval to extend an existing contract - Department of Real Estate and Asset Management, 21RFP127274K-BKJ, Comprehensive Operation and Preventive and Predictive Maintenance Services for the Fulton County Jail and the South Fulton Municipal Regional Jail in an amount not to exceed \$3,558,014.10 with Johnson Controls, Inc. (Atlanta, GA), to provide continued comprehensive operation, preventive and corrective maintenance services for the Fulton County Jail, Jail South Annex in Union City, and the Jail North Annex in Alpharetta for an additional six (6) month period. Effective Dates: July 1, 2025, through December 31, 2025.

**COMMISSIONERS' ACTION ITEMS****25-0574 Board of Commissioners**

Request approval of a Resolution urging the release of Israeli hostages and an immediate and permanent ceasefire in Israel and Gaza; and for other purposes. **(Arrington) (MOTION TO APPROVE FAILED ON 8/6/25)**

**25-0615 Board of Commissioners**

Request approval of a Resolution to amend Fulton County's current budget to increase the departmental budget for the Department of Senior Services based on current underruns in the county's overall 2025 fiscal year budget; and for other purposes. **(Ivory)**

**25-0616 Board of Commissioners**

Request approval of a Resolution to amend Fulton County's current budget to increase the departmental budget for the Office of the Public Defender, Atlanta Judicial Circuit, based on current underruns in the county's overall 2025 fiscal year budget; and for other purposes. **(Ivory)**

**25-0617 Board of Commissioners**

Request approval of a Resolution to amend Fulton County's current budget to increase the departmental budget for Magistrate Court based on current underruns in the county's overall 2025 fiscal year budget; and for other purposes. **(Ivory)**

**25-0618 Board of Commissioners**

Request approval of a Resolution to amend Fulton County's current budget to increase the departmental budget for the Department of Community Development based on current underruns in the County's overall 2025 fiscal year budget; and for other purposes. **(Ivory)**

**25-0619 Board of Commissioners**

Request approval of a Resolution to amend Fulton County's current budget to increase the departmental budget for the Department of Arts and Culture based on current underruns in the County's overall 2025 fiscal year budget; and for other purposes. **(Ivory)**

**EXECUTIVE SESSION**

**25-0620 Board of Commissioners**

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

**ADJOURNMENT**





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0584

**Meeting Date:** 8/20/2025

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Dr. Jay Augustine Appreciation Day.” **(Pitts/Abdur-Rahman)**  
August 8, 2025

Proclamation recognizing “Rev. Jasper W. Williams, Jr. Appreciation Day.” **(Pitts)**  
August 10, 2025

Proclamation recognizing “Dr. John Culbreath Remembrance Day.” **(Arrington/Pitts)**  
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Proclamation recognizing “Ann Cramer Appreciation Day.” **(Ivory)**  
August 16, 2025

Proclamation recognizing “Raymond Tweet Williams Remembrance Day.” **(Arrington)**  
August 18, 2025





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0586

**Meeting Date:** 8/20/2025

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

Execution by Chairman Robert L. Pitts of a TEFRA (Tax Equity Fiscal Responsibility Act) for documentation pertaining to the proposed issuance of its Development Authority of Fulton County Revenue Bonds (Spelman College), Series 2025A, in an amount not to exceed \$140,000,000.00 (the "Bonds").

August 11, 2025

**Via Hand Delivery**

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

Re: Development Authority of Fulton County Revenue Bonds (Spelman College),  
Series 2025A

Dear Ms. Grier:

As attorney for the Development Authority of Fulton County (the “Issuer”), I am enclosing herewith for the signature of Chairman Pitts four copies of the TEFRA certificate, with attached standard supporting documentation, pertaining to the proposed issuance of its Development Authority of Fulton County Revenue Bonds (Spelman College), Series 2025A, in an amount not to exceed \$140,000,000 (the “Bonds”). The Bonds will be issued for the benefit of Spelman College, a Georgia non-profit corporation (the “College”), for the purpose of (a) financing, refinancing or reimbursing all or a portion of the costs of the acquisition, construction and equipping of certain education facilities on the campus of the College (collectively, the “Facilities”) including: a new residence hall containing approximately 230,000 gross square feet and providing approximately 670 beds with air conditioning and improved technological infrastructure, security, community space and other amenities and the costs of demolishing two aging residence halls that lack mechanical ventilation and modern technology infrastructure; (b) funding capitalized interest on the Bonds; and (c) paying all or a portion of the costs of issuing the Bonds (collectively, the “Project”). The Facilities are located on the campus of the College at 350 Spelman Lane, SW, Atlanta, Georgia 30314, which campus is bounded by Greensferry Avenue on the north, Spelman Lane on the east, Westview Drive on the west and Chapel Street on the south. The owner or operator of the Facilities financed, refinanced or reimbursed by the Bonds is the College.

Please note that the College commits to comply with the Issuer’s Minority and Female Business Enterprises Policy, which was revised April 22, 2008, in accordance with the Fulton County Board of Commissioners Resolution adopted April 2, 2008, and the College projects minority and female participation in the project to be approximately 15%.

August 11, 2025

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

Thank you for your cooperation in this matter.

Sincerely,



Sandra Z. Zayac

SZZ

Enclosures

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

**CERTIFICATE OF CHAIRMAN OF FULTON COUNTY BOARD OF  
COMMISSIONERS REGARDING PUBLIC APPROVAL FOR DEVELOPMENT  
AUTHORITY OF FULTON COUNTY  
PROPOSED REVENUE BONDS FOR  
SPELMAN COLLEGE**

The undersigned is the Chairman of the Fulton County Board of Commissioners, and as such is the designated chief elected executive official of Fulton County. Spelman College, a Georgia non-profit corporation (the "College"), proposes to (a) finance, refinance or reimburse all or a portion of the costs of the acquisition, construction and equipping of certain education facilities on the campus of the College (collectively, the "Facilities") including: a new residence hall containing approximately 230,000 gross square feet and providing approximately 670 beds with air conditioning and improved technological infrastructure, security, community space and other amenities and the costs of demolishing two aging residence halls that lack mechanical ventilation and modern technology infrastructure; (b) fund capitalized interest on the Bonds (as defined below); and (c) pay all or a portion of the costs of issuing the Bonds (collectively, the "Project").

The Project is to be financed from the proceeds of revenue bonds to be issued by the Development Authority of Fulton County (the "Issuer") in the aggregate principal amount of not to exceed \$140,000,000 (the "Bonds"). The initial owner, operator or manager of the facilities financed by the Bonds will be the College. The facilities financed or refinanced by the Bonds are located on the campus of the College at 350 Spelman Lane, SW, Atlanta, Fulton County, Georgia 30314, which campus is bounded by Greensferry Avenue on the north, Spelman Lane on the east, Westview Drive on the west and Chapel Street on the south.

On July 30, 2025, notice of the public hearing (the "Notice") was published on the website of the Issuer. The Notice was designed to apprise residents of Fulton County of the proposed issuance of the Bonds by the Issuer and was published not less than 7 days before the scheduled date of the public hearing referred to in the Notice. A copy of the Publisher's Affidavit including a copy of the Notice is attached as Exhibit "A" to the Certification of Hearing Officer (the "Certification") dated August 11, 2025, which is attached hereto.

On August 11, 2025, a public hearing (the "Hearing") with regard to the issuance of the Bonds was held at 11:00 a.m. via teleconference in accordance with Revenue Procedure 2022-20. The Hearing was accessible to the residents of the approving governmental unit by calling a toll-free telephone number. The public was invited to join by dialing 833-928-4608 (Meeting ID: 863 6823 4069). The Hearing was conducted in a manner that provided a reasonable opportunity for persons with differing views on both the issuance of the Bonds and the location and nature of the Project to be heard, as evidenced by the Certification, which is attached hereto.

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

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

This \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Approved as to form:

  
\_\_\_\_\_  
Attorney

**CERTIFICATION  
RELATIVE TO THE ISSUANCE OF  
DEVELOPMENT AUTHORITY OF FULTON COUNTY  
PROPOSED REVENUE BONDS  
(SPELMAN COLLEGE), SERIES 2025A**

WHEREAS, the DEVELOPMENT AUTHORITY OF FULTON COUNTY (the "Issuer") is considering adoption of or has adopted a Resolution (the "Resolution") providing for the issuance of Development Authority of Fulton County Revenue Bonds (Spelman College), Series 2025A related to the Project (as described in the Notice defined herein), in an amount not to exceed \$140,000,000 (the "Bonds"); and

WHEREAS, prior to the adoption of the Resolution, notice of public hearing (the "Notice") was published on July 30, 2025 on the website of the Issuer, as evidenced by the copy of Publisher's Affidavit including a copy of the Notice attached hereto as Exhibit "A". The Notice was designed to apprise residents of Fulton County of the proposed issuance of the Bonds by the Issuer and was published not less than 7 days before the scheduled date of the public hearing referred to in the Notice; and

WHEREAS, on August 11, 2025, a public hearing (the "Hearing") with regard to the issuance of the Bonds was held at 11:00 a.m. via teleconference in accordance with Revenue Procedure 2022-20. The Hearing was accessible to the residents of the approving governmental unit by calling a toll-free telephone number. The public was invited to join by dialing 833-928-4608 (Meeting ID: 863 6823 4069). The Hearing was conducted by the undersigned as authorized hearing officer for the Issuer in a manner that provided a reasonable opportunity to be heard for persons with differing views on both the issuance of the Bonds and the location and nature of the Project; and

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

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

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

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

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

NOW, THEREFORE, the undersigned does hereby certify the above facts are true and correct and does request the Board of Commissioners of Fulton County approve the issuance of the Bonds, for the purpose of complying with Section 147(f) of the Internal Revenue Code of 1986.

Given under my hand and seal of the Issuer, this 11<sup>th</sup> day of August, 2025.



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**LAUREN W. DANIELS**  
Hearing Officer, Development  
Authority of Fulton County

**EXHIBIT "A"**

**(PUBLISHER'S AFFIDAVIT)**

## TEFRA Notices

[Spelman College \(Date Posted: July 30, 2025\)](#)

[Delowe Village, LP \(Date Posted: July 28, 2025\)](#)

[The Swift Learning Center, Inc. \(Date Posted: March 14, 2025\)](#)

[Spelman College \(Date Posted: January 27, 2025\)](#)

[RBH Social Impact Atlanta, LLC \(Teacher's Village\) \(Date Posted: July 15, 2024\)](#)

[Georgia Tech Facilities, Inc. \(Curran Street Residence Hall Series 2024 Project\) \(Date Posted: May 9, 2024\)](#)

[RBH Social Impact, Inc. \(Teachers Village\) \(Date Posted: May 9, 2024\)](#)

[Georgia Tech Facilities, Inc. \(Series 2024A Bonds\) \(Date Posted: January 31, 2024\)](#)

[Union City Leased Housing Associates II, LLLP \(Shannon Reserve\) \(Date Posted: January 29, 2024\)](#)

[Georgia Tech Facilities, Inc. \(Date Posted: October 30, 2023\)](#)

[Georgia Tech Athletic Association \(Date Posted: September 11, 2023\)](#)

[Atlanta International School, Inc. \(Date Posted: September 11, 2023\)](#)

[Young Men's Christian Association of Metropolitan Atlanta, Inc. \(Date Posted: September 18, 2023\)](#)

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

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

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

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

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

**NOTICE OF PUBLIC HEARING REGARDING  
THE ISSUANCE OF REVENUE BONDS BY THE  
DEVELOPMENT AUTHORITY OF FULTON COUNTY  
FOR THE BENEFIT OF SPELMAN COLLEGE**

YOU ARE HEREBY NOTIFIED that, pursuant to the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), a public hearing (the "Hearing") will be held on Monday, August 11, 2025, at 11:00 a.m., via teleconference in accordance with Revenue Procedure 2022-20 (Dial In: 833 928 4608 and Meeting ID: 863 6823 4069), regarding the issuance by the Development Authority of Fulton County (the "Authority") of its revenue bonds (the "Bonds") for the benefit of Spelman College, a Georgia non-profit corporation (the "College"), in one or more series in an aggregate principal amount of not to exceed \$140,000,000.

The Authority will loan the proceeds of the Bonds to the College for the purpose of (a) financing, refinancing or reimbursing all or a portion of the costs of the acquisition, construction and equipping of certain education facilities on the campus of the College (collectively, the "Facilities") including: a new residence hall containing approximately 230,000 gross square feet and providing approximately 670 beds with air conditioning and improved technological infrastructure, security, community space and other amenities and the costs of demolishing two aging residence halls that lack mechanical ventilation and modern technology infrastructure; (b) funding capitalized interest on the Bonds and (c) paying all or a portion of the costs of issuing the Bonds.

The Facilities are located on the campus of the College at 350 Spelman Lane, SW, Atlanta, Georgia 30314, which campus is bounded by Greensferry Avenue on the north, Spelman Lane on the east, Westview Drive on the west and Chapel Street on the south. The owner or operator of the Facilities refinanced by the Bonds is the College.

The Bonds will not constitute an indebtedness or general obligation of the Authority or the State of Georgia or any political subdivision thereof, but will be payable solely from amounts paid to the Authority by the College pursuant to a loan agreement to be entered into between the Authority and the College and not from any other fund or source.

Any person interested in the proposed issuance of the Bonds or the nature or locations of the Facilities financed, refinanced or reimbursed by the Bonds may appear at the Hearing using the conference call dial-in instructions set forth above.

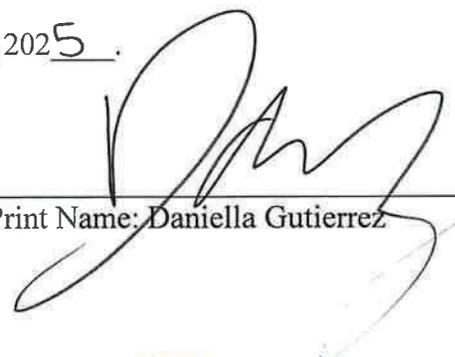
**The Authority will not conduct any performance audit or performance review with respect to the Bonds as such terms are described in Section 36-82-100, Official Code of Georgia Annotated.**

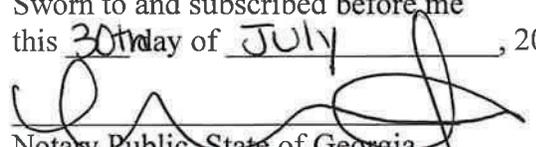
**DEVELOPMENT AUTHORITY OF FULTON  
COUNTY**

**AFFIDAVIT OF PUBLICATION**

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

I am the Marketing & Community Relations Manager of the *Development Authority of Fulton County*, a public body corporate and politic, duly created by the Development Authorities Law, O.C.G.A. § 36-62-1, *et seq.* and activated by resolution, as amended, of the governing body of Fulton County. Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (26 C.F.R. § 1.147(f)-1 (2018)), public notice has been given by electronic posting on the public website of the *Development Authority of Fulton County*, the on-behalf-of issuer, as an alternative to the public website of the approving governmental unit. Attached hereto is a true and correct copy of the publication of the TEFRA Notice concerning Spelman College, which was published on the *Development Authority of Fulton County* website (<https://www.developfultoncounty.com/tefra-notices>) in an area of the website used to inform its residents about events affecting the residents on the following date: JULY 30, 2025.

  
\_\_\_\_\_  
Print Name: Daniella Gutierrez

Sworn to and subscribed before me  
this 30<sup>th</sup> day of JULY, 2025.  
  
\_\_\_\_\_  
Notary Public, State of Georgia

My commission expires: 01/31/26



**EXHIBIT "B"**

**(HEARING REPORT)**

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

No parties were in attendance.

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

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

**EXHIBIT "C"**

**(LETTER OF AUTHORITY ATTORNEY)**

August 11, 2025

The Board of Commissioners  
of Fulton County  
Atlanta, Georgia

Development Authority of  
Fulton County  
Atlanta, Georgia

Dear Sir or Madam:

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

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

Issuer: Development Authority of Fulton County

Financing: Revenue Bonds in the aggregate principal amount not to exceed \$140,000,000 (the "Bonds")

Borrower: Spelman College

Project: To (a) finance, refinance or reimburse all or a portion of the costs of the acquisition, construction and equipping of certain education facilities on the campus of the Borrower (collectively, the "Facilities") including: a new residence hall containing approximately 230,000 gross square feet and providing approximately 670 beds with air conditioning and improved technological infrastructure, security, community space and other amenities and the costs of demolishing two aging residence halls that lack mechanical ventilation and modern technology infrastructure; (b) fund capitalized interest on the Bonds; and (c) pay all or a portion of the costs of issuing the Bonds. The Facilities financed or refinanced by the Bonds are located on the campus of the Borrower at 350 Spelman Lane, SW, Atlanta, Fulton County, Georgia 30314, which campus is bounded by

August 11, 2025

Page 2

Greensferry Avenue on the north, Spelman Lane on the east, Westview Drive on the west and Chapel Street on the south.

Public hearing was held before the Development Authority of Fulton County on August 11, 2025, pursuant to an advertisement appearing on the website of the Development Authority of Fulton County on July 30, 2025.

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

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

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

Sincerely,

  
Sandra Z. Zayac

SZZ

Enclosures

**EXHIBIT “D”**

**(Placement/Investment Letter)**

# RAYMOND JAMES®

August 6, 2025

Development Authority of Fulton County  
141 Pryor Street S.W., Suite 2052  
Atlanta, Georgia 30303

Attn: Kwanza Hall, Chairman  
c/o Sandy Zayac, Authority Counsel

Dear Sir or Madam:

In connection with the public hearing, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended relating to the proposed revenue bonds (the "Bonds") to be issued by the Development Authority of Fulton County (the "Issuer") for the benefit of Spelman College (the "Borrower"), Raymond James & Associates Inc. ("Raymond James") has been engaged to underwrite the sale of the Bonds. As of the date hereof and based on current market conditions, Raymond James expects that it will be able to underwrite and sell the Bonds in a principal amount up to \$130,000,000.

This expectation is based on Raymond James' understanding of the transaction as it is presently structured, including Raymond James' current knowledge of the operations, tax status, financial results, conditions and prospects of the Borrower and general economic and industry conditions. In addition, Raymond James' expectation is based upon the limited information provided by the Issuer and the Borrower to date regarding the transaction and, as Raymond James has not had the opportunity to conduct due diligence, Raymond James understands that it will be provided the opportunity to conduct thorough due diligence prior to any financing or commitment.

This letter does not represent and should not be construed as a commitment by Raymond James or any of its affiliates to underwrite or arrange any financing for the Issuer or the Borrower and does not constitute an undertaking or contractual commitment to purchase on a principal or agency basis any debt securities of the Issuer or the Borrower. Any commitment to underwrite the Bonds will be conditioned on the execution of a mutually acceptable definitive bond purchase agreement and will be subject to the following conditions: (i) internal approval from the applicable Raymond James approval committees; (ii) satisfactory completion of the financing documents; (iii) satisfactory completion of an offering document for the financing; (iv) satisfactory completion of legal, accounting, financial and other due diligence customary in similar capital markets transactions; (v) satisfactory results from the rating agencies with a credit rating of at least A1 from Moody's, and (vi) the absence of any material adverse change in the condition, business results operations or prospects of the Issuer or the Borrower.

Furthermore, Raymond James' underwriting of the Bonds will be subject to certain events having not occurred, including but not limited to: a) any general suspension of, or limitation on prices for, trading in securities in the New York Stock Exchange; (b) any suspension of trading in any securities of the Issuer or the Borrower; c) any material adverse change in financial market conditions; (d) any declaration of a banking moratorium or any suspension of payments in respect of banks generally in New York or Georgia; or (e) any outbreak or escalation of hostilities or any other calamity or crisis that, in Raymond James' judgment, is material and adverse.

# RAYMOND JAMES®

Nothing expressed or implied in this letter is intended to create legal relations among Raymond James, the Issuer and the Borrower or to constitute representations or warranties on which the Issuer or the Borrower may rely.

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

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

Very truly yours,

Guy Logan  
RAYMOND JAMES & ASSOCIATES, INC.

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

**EXHIBIT “E”**

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

**BORROWER'S MFBE UTILIZATION REPORT**

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

<b>REPORTING PERIOD</b>	<b>PROJECT NAME:</b>	New residence hall
<b>FROM:</b>	<b>BOND CAPTION:</b>	Dev Auth of Fulton County Rev Bonds (Spelman College), Series 2025A
<b>TO:</b>	<b>PROJECT ADDRESS:</b>	Campus of Spelman College, Greensferry Drive side

<b>PRIME CONTRACTOR (Identify if MFBE)</b>		<b>Contract Award Date</b>	<b>Contract Award Amount</b>	<b>Change Order Amount</b>	<b>Contract Period</b>
<b>Name:</b>	N/A				
<b>Address:</b>					
<b>Telephone #:</b>					

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

**SUBCONTRACTOR or VENDOR UTILIZATION (for equipping of Project or acquisition of personal property)** \_\_\_\_\_ Continue  
 on additional page if necessary

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

**Borrower's Representative:** \_\_\_ Dawn Alston **Address:** 350 Spelman Lane, Atlanta, GA 30314

*Dawn Alston*  
 (Signature)

**Phone:** 404.270.5077

**Title:** CFO & SVP Business & Financial Affairs, Treasurer **Date:** 8.13.2025 **Email:** dalston@spelman.edu

**EXHIBIT "F"**

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

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





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0587

**Meeting Date:** 8/20/2025

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

Execution by Chairman Robert L. Pitts of a TEFRA (Tax Equity Fiscal Responsibility Act) for documentation pertaining to the proposed issuance of its Development Authority of Fulton County Revenue Bonds (Delowe Apartments Project), Series 2025, in an amount not to exceed \$17,000,000.00 (the "Bonds").

August 11, 2025

**Via Hand Delivery**

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

Re: Development Authority of Fulton County Revenue Bonds (Delowe Apartments Project), Series 2025

Dear Ms. Grier:

As attorney for the Development Authority of Fulton County (the "Issuer"), I am enclosing herewith for the signature of Chairman Pitts four copies of the TEFRA certificate, with attached standard supporting documentation, pertaining to the proposed issuance of its Development Authority of Fulton County Revenue Bonds (Delowe Apartments Project), Series 2025, in an amount not to exceed \$17,000,000 (the "Bonds"). The Bonds will be issued for the benefit of Delowe Village, LP, a Georgia limited partnership, or an affiliate thereof (the "Borrower"), for the purpose of (i) financing the redevelopment of 64 existing affordable housing units, the development of approximately 32 new affordable housing units, and the development of certain related amenities, including, but not limited to, a community room, multi-purpose kids room, fitness center, laundry center, leasing and maintenance rooms, playground, walking trails and other amenities; (ii) funding reserves; and (iii) paying all or a portion of the costs of issuing the Bonds (collectively, the "Project"). The facilities are to be located at 2380 Delowe Drive in the City of East Point, Fulton County, Georgia. The owner or operator of the facilities financed or refinanced by the Bonds is the Borrower.

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

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

August 11, 2025

Page 2

Thank you for your cooperation in this matter.

Sincerely,

  
Sandra Z. Zayac

SZZ

Enclosures

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

**CERTIFICATE OF CHAIRMAN OF FULTON COUNTY BOARD OF  
COMMISSIONERS REGARDING PUBLIC APPROVAL FOR DEVELOPMENT  
AUTHORITY OF FULTON COUNTY  
PROPOSED REVENUE BONDS FOR  
DELOWE VILLAGE, LP**

The undersigned is the Chairman of the Fulton County Board of Commissioners, and as such is the designated chief elected executive official of Fulton County. Delowe Village, LP, a Georgia limited partnership, or an affiliate thereof (the "Borrower") proposes to (i) finance the redevelopment of 64 existing affordable housing units, the development of approximately 32 new affordable housing units, and the development of certain related amenities, including, but not limited to, a community room, multi-purpose kids room, fitness center, laundry center, leasing and maintenance rooms, playground, walking trails and other amenities; (ii) fund reserves; and (iii) pay all or a portion of the costs of issuing the Bonds (as defined below) (collectively, the "Project").

The Project is to be financed from the proceeds of revenue bonds to be issued by the Development Authority of Fulton County (the "Issuer") in the aggregate principal amount of not to exceed \$17,000,000 (the "Bonds"). The initial owner, operator or manager of the facilities financed by the Bonds will be the Borrower. The facilities financed or refinanced by the Bonds are to be located at 2380 Delowe Drive in the City of East Point, Fulton County, Georgia.

On July 28, 2025, notice of the public hearing (the "Notice") was published on the website of the Issuer. The Notice was designed to apprise residents of Fulton County of the proposed issuance of the Bonds by the Issuer and was published not less than 7 days before the scheduled date of the public hearing referred to in the Notice. A copy of the Publisher's Affidavit including a copy of the Notice is attached as Exhibit "A" to the Certification of Hearing Officer (the "Certification") dated August 11, 2025, which is attached hereto.

On August 11, 2025, a public hearing (the "Hearing") with regard to the issuance of the Bonds was held at 11:00 a.m. via teleconference in accordance with Revenue Procedure 2022-20. The Hearing was accessible to the residents of the approving governmental unit by calling a toll-free telephone number. The public was invited to join by dialing 833-928-4608 (Meeting ID: 863 6823 4069). The Hearing was conducted in a manner that provided a reasonable opportunity for persons with differing views on both the issuance of the Bonds and the location and nature of the Project to be heard, as evidenced by the Certification, which is attached hereto.

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

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

This \_\_\_\_\_ day of \_\_\_\_\_, 2025.

---

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

Approved as to form:

  
\_\_\_\_\_  
Attorney

**CERTIFICATION  
RELATIVE TO THE ISSUANCE OF  
DEVELOPMENT AUTHORITY OF FULTON COUNTY  
PROPOSED REVENUE BONDS  
(DELOWE VILLAGE APARTMENTS), SERIES 2025**

WHEREAS, the DEVELOPMENT AUTHORITY OF FULTON COUNTY (the “Issuer”) is considering adoption of or has adopted a Resolution (the “Resolution”) providing for the issuance of Development Authority of Fulton County Revenue Bonds related to the Project, in an amount not to exceed \$17,000,000 (the “Bonds”); and

WHEREAS, prior to the adoption of the Resolution, notice of public hearing (the “Notice”) was published on July 28, 2025 on the website of the Issuer, as evidenced by the copy of Publisher's Affidavit including a copy of the Notice attached hereto as Exhibit “A”. The Notice was designed to apprise residents of Fulton County of the proposed issuance of the Bonds by the Issuer and was published not less than 7 days before the scheduled date of the public hearing referred to in the Notice; and

WHEREAS, on August 11, 2025, a public hearing (the “Hearing”) with regard to the issuance of the Bonds was held at 11:00 a.m. via teleconference in accordance with Revenue Procedure 2022-20. The Hearing was accessible to the residents of the approving governmental unit by calling a toll-free telephone number. The public was invited to join by dialing 833-928-4608 (Meeting ID: 863 6823 4069). The Hearing was conducted by the undersigned as authorized hearing officer for the Issuer in a manner that provided a reasonable opportunity to be heard for persons with differing views on both the issuance of the Bonds and the location and nature of the Project; and

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

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

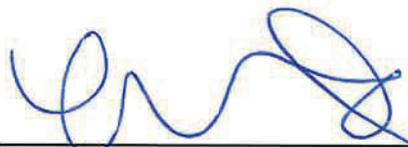
WHEREAS, a placement/investment letter relating to the contemplated placement or underwriting and sale of the Bonds, a copy of which is attached hereto as Exhibit “D”, has been furnished to the Issuer, as required by procedures adopted by the Board of Commissioners of Fulton County;

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

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

NOW, THEREFORE, the undersigned does hereby certify the above facts are true and correct and does request the Board of Commissioners of Fulton County approve the issuance of the Development Authority of Fulton County Revenue Bonds (Delowe Apartments Project), Series 2025, for the purpose of complying with Section 147(f) of the Internal Revenue Code of 1986.

Given under my hand and seal of the Issuer, this 11<sup>th</sup> day of August, 2025.



---

**LAUREN W. DANIELS**  
Hearing Officer, Development  
Authority of Fulton County

**EXHIBIT "A"**

**(PUBLISHER'S AFFIDAVIT)**

### TEFRA Notices

- [Spelman College \(Date Posted: July 30, 2025\).](#)
- [Delowe Village, LP \(Date Posted: July 28, 2025\).](#)
- [The Swift Learning Center, Inc. \(Date Posted: March 14, 2025\).](#)
- [Spelman College \(Date Posted: January 27, 2025\).](#)
- [RBH Social Impact Atlanta, LLC \(Teacher's Village\) \(Date Posted: July 15, 2024\).](#)
- [Georgia Tech Facilities, Inc. \(Curran Street Residence Hall Series 2024 Project\) \(Date Posted: May 9, 2024\).](#)
- [RBH Social Impact, Inc. \(Teachers Village\) \(Date Posted: May 9, 2024\).](#)
- [Georgia Tech Facilities, Inc. \(Series 2024A Bonds\) \(Date Posted: January 31, 2024\).](#)
- [Union City Leased Housing Associates II, LLLP \(Shannon Reserve\) \(Date Posted: January 29, 2024\).](#)
- [Georgia Tech Facilities, Inc. \(Date Posted: October 30, 2023\).](#)
- [Georgia Tech Athletic Association \(Date Posted: September 11, 2023\).](#)
- [Atlanta International School, Inc. \(Date Posted: September 11, 2023\).](#)
- [Young Men's Christian Association of Metropolitan Atlanta, Inc. \(Date Posted: September 18, 2023\).](#)
- [Shepherd Center, Inc. \(Date Posted: October 19, 2022\).](#)
- [The Westminster Schools, Inc. \(Date Posted: October 19, 2022\).](#)
- [Beverly J. Searles Foundation \(Langston Hughes Apartments\) \(Date Posted: September 12, 2022\).](#)
- [Beverly J. Searles Foundation \(Piedmont Senior Apartments\) \(Date Posted: September 12, 2022\).](#)
- [Beverly J. Searles Foundation \(Sandtown Senior Apartments\) \(Date Posted: September 12, 2022\).](#)

**NOTICE OF PUBLIC HEARING REGARDING**  
**NOT TO EXCEED \$17,000,000**  
**DEVELOPMENT AUTHORITY OF FULTON COUNTY**  
**REVENUE BONDS**  
**(DELOWE APARTMENTS PROJECT)**  
**SERIES 2024**

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that on August 11, 2025, at 11:00 a.m., the hearing officer of the Development Authority of Fulton County (the "Issuer") will hold a public hearing via teleconference concerning the proposed issuance by the Issuer of its not to exceed \$17,000,000 Development Authority of Fulton County Revenue Bonds (Delowe Apartments Project), Series 2025 or similarly styled debt instrument (the "Bonds").

The proceeds of the Bonds, when and if issued and which may be issued pursuant to a plan of finance, are to be used, along with other funds, to (i) redevelop 64 existing affordable housing units, (ii) develop approximately 32 new affordable housing units, (iii) develop certain related amenities, including, but not limited to, a community room, multi-purpose kids room, fitness center, laundry center, leasing and maintenance rooms, playground, walking trails and other amenities (the "Project"), (ii) fund reserves and (iii) pay all or a portion of the costs of issuing the Bonds.

The Project will be owned by Delowe Village, LP, or an affiliate thereof, (the "Borrower"), a Georgia limited partnership, and operated by the Borrower and its affiliates. The Project will be located at 2380 Delowe Drive in the City of East Point, Fulton County, Georgia. All of the facilities being financed will be located within the corporate limits of Fulton County, Georgia.

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

The proposed Bonds will not be an obligation of Fulton County, or of the State of Georgia or of any county, municipal corporation, or political subdivision of the State of Georgia. The proposed Bonds will not be paid from taxes but will be payable by the Issuer solely from amounts to be paid or provided by the Borrower. **NO PERFORMANCE AUDIT OR PERFORMANCE REVIEW WITHIN THE MEANING OF O.C.G.A. SECTION 36-82-100 SHALL BE CONDUCTED WITH RESPECT TO SUCH BOND ISSUE.**

**The public hearing will be held via teleconference in accordance with Revenue Procedure 2022-20 and will be accessible to the residents of the approving governmental unit by dialing 833-928-4608 (Meeting ID: 863 6823 4069).**

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

DEVELOPMENT AUTHORITY  
OF FULTON COUNTY

**AFFIDAVIT OF PUBLICATION**

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

I am the Marketing & Community Relations Manager of the *Development Authority of Fulton County*, a public body corporate and politic, duly created by the Development Authorities Law, O.C.G.A. § 36-62-1, *et seq.* and activated by resolution, as amended, of the governing body of Fulton County. Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (26 C.F.R. § 1.147(f)-1 (2018)), public notice has been given by electronic posting on the public website of the *Development Authority of Fulton County*, the on-behalf-of issuer, as an alternative to the public website of the approving governmental unit. Attached hereto is a true and correct copy of the publication of the TEFRA Notice concerning Delowe Village, LP, which was published on the *Development Authority of Fulton County* website (<https://www.developfultoncounty.com/tefra-notices>) in an area of the website used to inform its residents about events affecting the residents on the following date: July 28, 2025.

Print Name: Daniella Gutierrez

Sworn to and subscribed before me  
this 28<sup>th</sup> day of JULY, 2025.

[Signature]  
Notary Public, State of Georgia

My commission expires: 01/31/26



**EXHIBIT "B"**

**(HEARING REPORT)**

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

No parties were in attendance.

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

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

**EXHIBIT "C"**

**(LETTER OF AUTHORITY ATTORNEY)**

August 11, 2025

The Board of Commissioners  
of Fulton County  
Atlanta, Georgia

Development Authority of  
Fulton County  
Atlanta, Georgia

Dear Sir or Madam:

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

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

Issuer: Development Authority of Fulton County

Financing: Revenue Bonds in the aggregate principal amount not to exceed \$17,000,000 (the "Bonds")

Borrower: Delowe Village, LP

Project: To (i) finance the redevelopment of 64 existing affordable housing units, the development of approximately 32 new affordable housing units, and the development of certain related amenities, including, but not limited to, a community room, multi-purpose kids room, fitness center, laundry center, leasing and maintenance rooms, playground, walking trails and other amenities; (ii) fund reserves; and (iii) pay all or a portion of the costs of issuing the Bonds. The facilities financed or refinanced by the Bonds are to be located at 2380 Delowe Drive in the City of East Point, Fulton County, Georgia.

Public hearing was held before the Development Authority of Fulton County on August 11, 2025, pursuant to an advertisement appearing on

August 11, 2025

Page 2

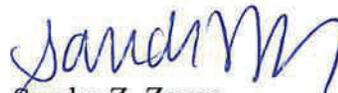
the website of the Development Authority of Fulton County on July 28, 2025.

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

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

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

Sincerely,

  
Sandra Z. Zayac

SZZ  
Enclosures

**EXHIBIT "D"**

**(Placement/Investment Letter)**

# STIFEL

July 22, 2025

Development Authority of Fulton County  
c/o Sandy Zayac  
Arnall Golden Gregory LLP  
Atlanta, Georgia

Dear Sir or Madam:

In connection with the public hearing, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, relating to the proposed revenue Bonds (the "Bonds") to be issued by the Development Authority of Fulton County (the "Issuer") for the benefit of Delowe Village, LP (the "Borrower"). Stifel Nicolaus & Company Inc. ("Underwriter") is expected to purchase the Bonds. As of the date hereof and based on current market conditions, the Underwriter expects that it will be able to purchase the Bonds in a principal amount up to \$17,000,000.

This expectation is based on the Underwriter's understanding of the transaction as it is presently structured, including the Underwriter's current knowledge of the operations, tax status, financial results, conditions and prospects of the Borrower and general economic and industry conditions. In addition, the Underwriter's expectation is based upon the information provided by the Issuer and the Borrower to date regarding the transaction and, as the Underwriter has not had the opportunity to fully conduct due diligence, the Underwriter understands that it will be provided the opportunity to conduct thorough due diligence prior to any financing or commitment.

This letter does not represent and should not be construed as a commitment by the Underwriter or any of its affiliates to underwrite or arrange any financing for the Issuer or the Borrower and does not constitute an undertaking or contractual commitment to purchase on a principal or agency basis any debt securities of the Issuer or the Borrower. Any commitment to purchase the Bonds will be conditioned on the execution of a bond purchase agreement and will be subject to the following conditions: (i) internal approval from the applicable Bank approval committees; (ii) satisfactory completion of the financing documents; (iii) satisfactory completion of legal, accounting, financial and other due diligence customary in similar capital markets transactions; and (iv) such other conditions that will be set forth in the bond purchase agreement.

Nothing expressed or implied in this letter is intended to create legal relations among the Underwriter, the Issuer and the Borrower or to constitute representations or warranties on which the Issuer or the Borrower may rely.

This letter has been delivered to you for informational purposes only, at your request, and is not to be distributed or disclosed to, or otherwise relied upon by, any other person without the Underwriter's prior written consent, except as required by law.

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

Very truly yours,



**EXHIBIT “E”**

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

**BORROWER'S MFBE UTILIZATION REPORT**

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

<b>REPORTING PERIOD</b>	<b>PROJECT NAME:</b>	Delowe Village
<b>FROM:</b> 1-Dec-25	<b>BOND CAPTION:</b>	
<b>TO:</b> 1-Dec-27	<b>PROJECT ADDRESS:</b>	2330 & 2380 Delowe Drive, East Point, GA 30344

<b>PRIME CONTRACTOR (Identify if MFBE)</b>	<b>Contract Award Date</b>	<b>Contract Award Amount</b>	<b>Change Order Amount</b>	<b>Contract Period</b>
Name: HJ Russell		\$27,461,067		
Address: 171 17th Street NW, Suite 1600 Atlanta GS 30363				
Telephone #: 404-330-1000				

**AMOUNT OF REQUISITION THIS PERIOD: \$** \_\_\_\_\_  
**TOTAL AMOUNT REQUISITION TO DATE: \$0** \_\_\_\_\_

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

Continue on additional page if necessary

Name of Sub-Contractor or Vendor (Identify if MFBE)	Description of Work or Goods Purchased	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date	Contract Period Ending Date
<b>TOTALS</b>						

**Borrower's Representative:** Lee M. Cochran **Address:** 2132 Thrift Road, Suite A, Charlotte, NC 28208  
**Executed By:**  **Phone:** 704.561.5230  
 (Signature) **Email:** lcochran@laurelstreetres.com  
**Title:** Vice President **Date:** 7/22/2025

**EXHIBIT "F"**

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

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





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0588

**Meeting Date:** 8/20/2025

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### Department

Finance

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

Ratification of the July 2025 Grants Activity Report.

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

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

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

Open and Responsible Government

### Commission Districts Affected

All Districts

District 1

District 2

District 3

District 4

District 5

District 6

### Is this a purchasing item?

No

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

The Fulton County July 2025 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period July 1, 2025 - July 31, 2025.

Fulton County departments report the following grants activity:

- Applications Submitted/Pending: 5 (\$36,289,438.00 + \$0 Cash Match)
- Applications Awarded: 6 (\$678,180.00 + \$218,532.00 Cash Match)

The following Strategic Priority Areas are Impacted by July 2025 grant applications:

- Justice and Safety
- Health and Human Services
- Arts and Libraries

The Fulton County July 2025 Grants Activity Report (GAR)-Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through July 31, 2025. Fulton County departments report the following grants activity:

- Total Applications Submitted/Pending: 32 (\$155,236,596.81 + \$290,816.09 Cash Match)
- Total Applications Awarded: 18 (\$3,380,702.24 + \$238,183.76 Cash Match)
- Total Grant Applications Denied: 0 (\$0 + No Cash Match)

Department Recommendation: Department recommends ratification of the July 2025 Grants Activity Report (GAR).



**FULTON  
COUNTY**

# **FULTON COUNTY FY2025 GRANTS ACTIVITY REPORT**

## **July 2025**

Presented to:  
Fulton County Board of Commissioners  
Wednesday, August 20, 2025  
Second Meeting

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



**FULTON  
COUNTY**

# Exhibit 1: Board Grants Ratification Summary

## Grants Submitted and/or Awarded

July 1, 2025 - July 31, 2025

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

**EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY**  
**Fulton County FY2025 July Grants Activity Report**

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

**Grant Applications Submitted and/or Awarded July 1, 2025 Through July 31, 2025 Requiring BOC Ratification**

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
Solicitor General	Criminal Justice Coordinating Council	Victims of Crime Act	Request approval to apply and accept a repeat grant from the Criminal Justice Coordinating Council in the amount of \$121,174.00 to provide direct services to crime victims, who suffer from physical, sexual, financial and/or emotional harm because of the commission of a crime. The grant period is from October 1, 2025 through September 30, 2026.	\$ 121,174.00	-	Pending	\$ 121,174.00
			No County Cash Match				
Superior Court	Criminal Justice Coordinating Council	Community Service Board	Request approval to accept a repeat grant from Criminal Justice Coordinating Council in the amount of \$43,100.00 to support the Superior Court, Accountability Courts to address Fulton County offenders arrested for drug charges or mental health issues. The grant period is from July 1, 2025 through June 30, 2026.	\$ 43,100.00	-	Awarded	\$ 43,100.00
			No County Cash Match				
<b>Subtotal:</b>				<b>\$ 164,274.00</b>	<b>\$ -</b>		
<b>HEALTH AND HUMAN SERVICES</b>							
Behavioral Health and Developmental Disabilities	Georgia Department of Behavioral Health and Developmental Disabilities	Permanent Supportive Housing	Request approval to apply and accept a repeat grant from the Georgia Department of Behavioral Health and Developmental Disabilities in the amount of \$500,000.00 to provide housing support services for eligible Fulton County citizens with the transition from homelessness to housing, develop service plans, in-home visits and referrals to ensure housing stability. The grant period is from July 1, 2025 through June 30, 2026.	\$ 500,000.00	-	Pending	\$ 433,313.00
			No County Cash Match				
Behavioral Health and Developmental Disabilities	Substance Abuse and Mental Health Services Administration (SAMHSA)	Project SPARK (Support, Prevention, Recovery, Knowledge)	Request approval to apply and accept a new grant from the Substance Abuse and Mental Health Services Administration (SAMHSA) in the amount of 375,000.00 to provide support to Project SPARK (Support, Prevention, Recovery, Knowledge) to serve adults (age 18+) experiencing opioid overdose due to Substance Use Disorder (SUD) and Co-Occurring Disorders (COD) by deploying a Mobile Recovery Team (MRT), comprised of 2 peer support specialists and 1 licensed clinician, and providing accessible, community-based harm reduction supplies through strategically placed vending machines. This grant period is from October 1, 2025 through September 30, 2028.	\$ 375,000.00	-	Pending	N/A
			No County Cash Match				
Behavioral Health and Developmental Disabilities	Substance Abuse and Mental Health Services Administration (SAMHSA)	The Co-Responder Program	Request approval to apply and accept a new grant from the Substance Abuse and Mental Health Services Administration (SAMHSA) in the amount of \$800,000.00 to support a partnership with the Roswell Police Department (RPD) and the Union City Police Department (UCPD), to implement the Co-Responder Program (CoRe) to serve adults in Roswell and Union City within Fulton County, Georgia experiencing behavioral health crises, with a focus on individuals experiencing overdose due to Substance Use Disorder (SUD) and Co-Occurring Disorders (COD), by providing training and resources to assist first responders with the administration of FDA-approved opioid overdose reversal medications, crisis de-escalation, and warm handoffs to community-based resources that provide timely and effective, culturally competent treatment and wraparound supports. The grant period is from October 1, 2025 through September 30, 2029.	\$ 800,000.00	-	Pending	N/A
			No County Cash Match				

**EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY**  
**Fulton County FY2025 July Grants Activity Report**

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

**Grant Applications Submitted and/or Awarded July 1, 2025 Through July 31, 2025 Requiring BOC Ratification**

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
Community Development	U.S Department of Housing and Urban Development (HUD)	Coordinated Intake and Assessment Systems (CIAS) Grant	Request approval to accept a repeat grant from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$408,191.00 to support the Department's Coordinated Intake and Assessment Systems (CIAS), with the management of providing a centralized and coordinated assessment process that evaluates housing, health and human service needs of individuals and families. This includes the operation of the Homeless Assessment Centers in North and South Fulton County and collaborations with organizations that provide homeless and prevention services. There is a required cash match of \$102,048.00, which is within the Department's FY25 budget. The grant period is from September 1, 2025 through August 31, 2026.	\$ 408,191.00	\$ 102,048.00	Awarded	\$ 385,751.00
Community Development	U.S Department of Housing and Urban Development (HUD)	Continuum of Care Planning Grant	County Cash Match: \$102,048.00 Request approval to accept a repeat grant from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$134,585.00 to support the Fulton County 502 Continuum of Care Program, which provides for the planning responsibilities by the Department for Fulton County and its partners. There is a required cash match of \$40,000.00, which is within the Department's FY25 budget. The grant period is from January 1, 2025 through December 31, 2026.	\$ 134,585.00	\$ 40,000.00	Awarded	\$ 122,889.00
Community Development	U.S Department of Housing and Urban Development (HUD)	Homeless Management Information System (HMIS)	Request approval to accept a repeat grant from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$77,019.00 to support the Department's Homeless Management Information System (HMIS) by providing the capacity to collect unduplicated counts of individuals and families experiencing homelessness. There is a required cash match of \$76,484.00, which is within the Department's FY25 budget. The grant period is from December 1, 2025 through November 30, 2026.	\$ 77,019.00	\$ 76,484.00	Awarded	\$ 72,659.00
HIV Elimination	Health Resources and Services Administration (HRSA)	Ryan White HIV/AIDS Program Part A	Request approval to apply and accept a repeat grant from Ryan White HIV/AIDS Part A funds from Health Resources and Services Administration (HRSA) in the amount of \$34,493,264.00 to improve the availability and quality of culturally appropriate care for low-income, uninsured, and underinsured individuals and families affected by HIV in the 20-County Atlanta EMA (Barrow, Bartow, Carroll, Cherokee, Clayton, Cobb, Coweta, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Newton, Paulding, Pickens, Rockdale, Spalding, and Walton Counties). Funds support clients as they progress through the HIV Care Continuum and include core medical and support services. The program serves a large number of Persons Living with HIV (PLWH) living in poverty, burdened with other medical conditions, and lacking health insurance. This includes a stable population of people living with AIDS who are not eligible for insurance under the Affordable Care Act (ACA), or most publicly-funded programs. Ryan White Part A funds will continue to be used to address service needs and gaps. The grant period is from March 1, 2026 through February 28, 2027.	\$ 34,493,264.00	\$ -	Pending	\$ 33,887,295.00
<b>Subtotal:</b>				<b>\$ 36,788,059.00</b>	<b>\$ 218,532.00</b>		
<b>ARTS AND LIBRARIES</b>							
Library	Best Buy	Youth Led Focus Group	Request approval to accept a new grant from Best Buy in the amount of \$13,500.00, to support administrative costs for a Fulton County teen led focus groups in the Central Library's Tech Center. The focus groups will provide information and resources for tutoring, mentorship, internships, hands on training, job placements, skills building workshops and opportunities for higher education for Fulton County youth.	\$ 13,500.00	\$ -	Awarded	N/A
<b>Subtotal:</b>				<b>\$ 13,500.00</b>	<b>\$ -</b>		

**EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY**

**Fulton County FY2025 July Grants Activity Report**

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

**Grant Applications Submitted and/or Awarded July 1, 2025 Through July 31, 2025 Requiring BOC Ratification**

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
Library	Institute of Genealogy and Historical Research	2025 Virtual Institute	Request approval to accept a new grant from the Institute of Genealogy and Historical Research in the amount of \$1,785.00 to provide an educational forum of 13 classes for three Fulton County Library staff. The classes will address discovery, critical evaluation, advanced methodology and evidence analysis to solve complex research problems, and use of genealogical sources and methodology through a week of intensive study led by genealogical educators, at the Auburn Avenue Research Library.  No County Cash Match	\$1,785.00 \$	-	Awarded	N/A
<b>Subtotal: \$</b>				<b>15,285.00 \$</b>	<b>-</b>		
<b>INFRASTRUCTURE AND ECONOMIC DEVELOPMENT</b>							
<b>OPEN AND RESPONSIBLE GOVERNMENT</b>							
<b>REGIONAL LEADERSHIP</b>							
<b>TOTAL: \$</b>				<b>36,967,618.00 \$</b>	<b>218,532.00</b>		



# Exhibit 2: All Grants Activity

Cumulative Through July 31, 2025

Exhibit 2 shows, for all grant-active departments, the cumulative grants activity and the current period grants activity.  
Total grants broken out by grants still pending, grants awarded, and grants denied.  
Grants awarded broken out by new vs. renewal and competitive vs formula.

**EXHIBIT 2: ALL GRANTS ACTIVITY**  
**CUMULATIVE & CURRENT PERIOD (AS OF JULY 31, 2025)**

*Exhibit 2 shows, for all grant-active departments, the cumulative grants activity and the current period grants activity. Total grants broken out by grants still pending, grants awarded, and grants denied. Grants awarded broken out by new vs. renewal and competitive vs formula.*

<b>ALL GRANTS ACTIVITY</b>						
All Grants	Prior Period Grants	Prior Period Funds	Current Period Grants: 7/1/2025-7/31/2025	Current Period Funds: 7/1/2025-7/31/2025	Cumulative Total Grants	Cumulative Total Funds
Grants Pending <sup>^</sup>	27	\$ 118,947,158.81	5	\$ 36,289,438.00	32	\$ 155,236,596.81
<b>Grants Awarded</b>	<b>12</b>	<b>\$ 2,702,522.24</b>	<b>6</b>	<b>\$ 678,180.00</b>	<b>18</b>	<b>\$ 3,380,702.24</b>
Grants Denied	0	\$ -	0	\$ -	0	\$ -
Cash Match Requested-2025	-	\$ 310,467.85	-	\$ 218,532.00	-	\$ 528,999.85
<b>Total:</b>	<b>39</b>	<b>\$ 121,960,148.90</b>	<b>11</b>	<b>\$ 37,186,150.00</b>	<b>50</b>	<b>\$ 159,146,298.90</b>

<b>ALL GRANTS AWARDED, NEW VS. RENEWAL</b>					
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Funds: 7/1/2025-7/31/2025	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	2	\$ 1,000,000.00	\$ 15,285.00	4	\$ 1,015,285.00
Renewal/Repeat Grant Awards	10	\$ 1,702,522.24	\$ 662,895.00	14	\$ 2,365,417.24
<b>Total:</b>	<b>12</b>	<b>\$ 2,702,522.24</b>	<b>\$ 678,180.00</b>	<b>18</b>	<b>\$ 3,380,702.24</b>

<b>ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA</b>					
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Funds: 7/1/2025-7/31/2025	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards*	2	\$ 3,259.50	\$ 58,385.00	3	\$ 61,644.50
Formula Grant Awards <sup>^^</sup>	10	\$ 2,699,262.74	\$ 619,795.00	15	\$ 3,319,057.74
<b>Total:</b>	<b>12</b>	<b>\$ 2,702,522.24</b>	<b>\$ 678,180.00</b>	<b>18</b>	<b>\$ 3,380,702.24</b>

<sup>^</sup>Includes 11 grants that were pending at the end of 2024 and carried over for tracking in 2025.

<sup>^^</sup>Formula grant awards include non-competitive grants and allocations.





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0589

**Meeting Date:** 8/20/2025

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### Department

Real Estate and Asset Management

### Requested Action

Request approval of a Water Easement Dedication of 74 square feet to Fulton County, a political subdivision of the State of Georgia, from Vishal Patel, an individual, for the purpose of constructing the Bridges (Lot #5) Project at 0 Webb Bridge Road, Alpharetta, Georgia 30005. Effective upon approval.

### Requirement for Board Action

According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites. In addition, pursuant to Fulton County Code Section 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the county, as they may deem expedient, according to and to exercise such other powers as are granted by law, or are indispensable to their jurisdiction over County matters.

### Strategic Priority Area related to this item

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

No

### Summary & Background

**Scope of Work:** The proposed Bridges (Lot #5) Project, a residential development, requires the installation of a water service line. Fulton County development regulations require that all new water line connections acknowledge Fulton County's ownership interests in the area(s) where a water

service line connection is being made before recording the Final Plat. The easement area to be conveyed consists of 74 square feet and is located in Land Lot 125 of the 1st District, 1st Section of Fulton County, Georgia.

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

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

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

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

### **Fiscal Impact / Funding Source**

Acceptance of this easement dedication does not involve the expenditure or the receipt of funds.

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

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

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

Project Name : The Bridges - Lot #5  
Tax Parcel Identification No.: 11 034001250527  
Land Disturbance Permit No.: WRN22-034 City of Alpharetta D220042  
Zoning/Special Use Permit No.: R, PH-22-04/Z-2-04/  
(if applicable) The Bridges/Webb Bridge Road

*For Fulton County Use Only*

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

**WATER LINE EASEMENT  
(Individual Form)**

STATE OF GEORGIA,  
COUNTY OF FULTON

This indenture entered into this 5th day of December, 2024, between Vishal Patel of said state and county, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part (hereinafter referred to as Grantee).

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the subject property, said Grantor(s) has (have) granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to **FULTON COUNTY** and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 125, 1st Section (if applicable) of District 1st, Fulton County, Georgia, and more particularly described as follows: To wit:

The Bridges - Lot #5

*Project Name*

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

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

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

I (We) hereby warrants (warrant) that I (we) have the right to sell and convey said water line easement and right of access and bind myself (ourselves), my (our) heirs, executors, and administrators, forever to warrant and defend the right and title to the above described water line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor(s) hereby waives (waive) for him/herself (their selves), him/her (their) heirs, and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said water line for the use of the property as herein agreed.

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

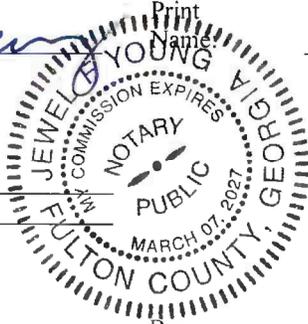
Signed, sealed and delivered this 5<sup>th</sup>  
day of December, 2024  
in the presence of:

[Signature]  
Witness

By: [Signature] (L.S.)

[Signature]  
Notary Public

[Signature] (L.S.)



[NOTARIAL SEAL]  
Signed, sealed and delivered this \_\_\_\_\_, 20\_\_\_\_  
in the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (L.S.)

\_\_\_\_\_  
Notary Public  
[NOTARIAL SEAL]

Print Name: \_\_\_\_\_ (L.S.)

# EXHIBIT "A"

WATER EASEMENT EXHIBIT:  
THE BRIDGES  
PROPERTY OF:  
**VISHAL PATEL - AREA 1**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING LAND LOT 125,  
1ST DISTRICT, 1ST SECTION IN THE CITY OF ALPHARETTA, FULTON  
COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR AT THE NORTHEAST CORNER OF  
LAND LOT 125 OF SAID DISTRICT AND SECTION, S 31°06'15" W 433.23'  
TO A POINT, SAID POINT BEING THE POINT OF BEGINNING FOR THE  
PARCEL HEREIN DESCRIBED;

THENCE S 44°33'40" E A DISTANCE OF 13.03 TO A POINT;  
THENCE S 01°14'16" W A DISTANCE OF 13.52 TO A POINT;  
THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF  
24.63', WITH A RADIUS OF 60.00', WITH A CHORD BEARING OF N  
21°13'18" W, WITH A CHORD LENGTH OF 24.46' TO THE POINT OF  
BEGINNING.

SAID PARCEL CONTAINS 43 SQUARE FEET.

WATER EASEMENT EXHIBIT:  
THE BRIDGES  
PROPERTY OF:  
**VISHAL PATEL - AREA 2**

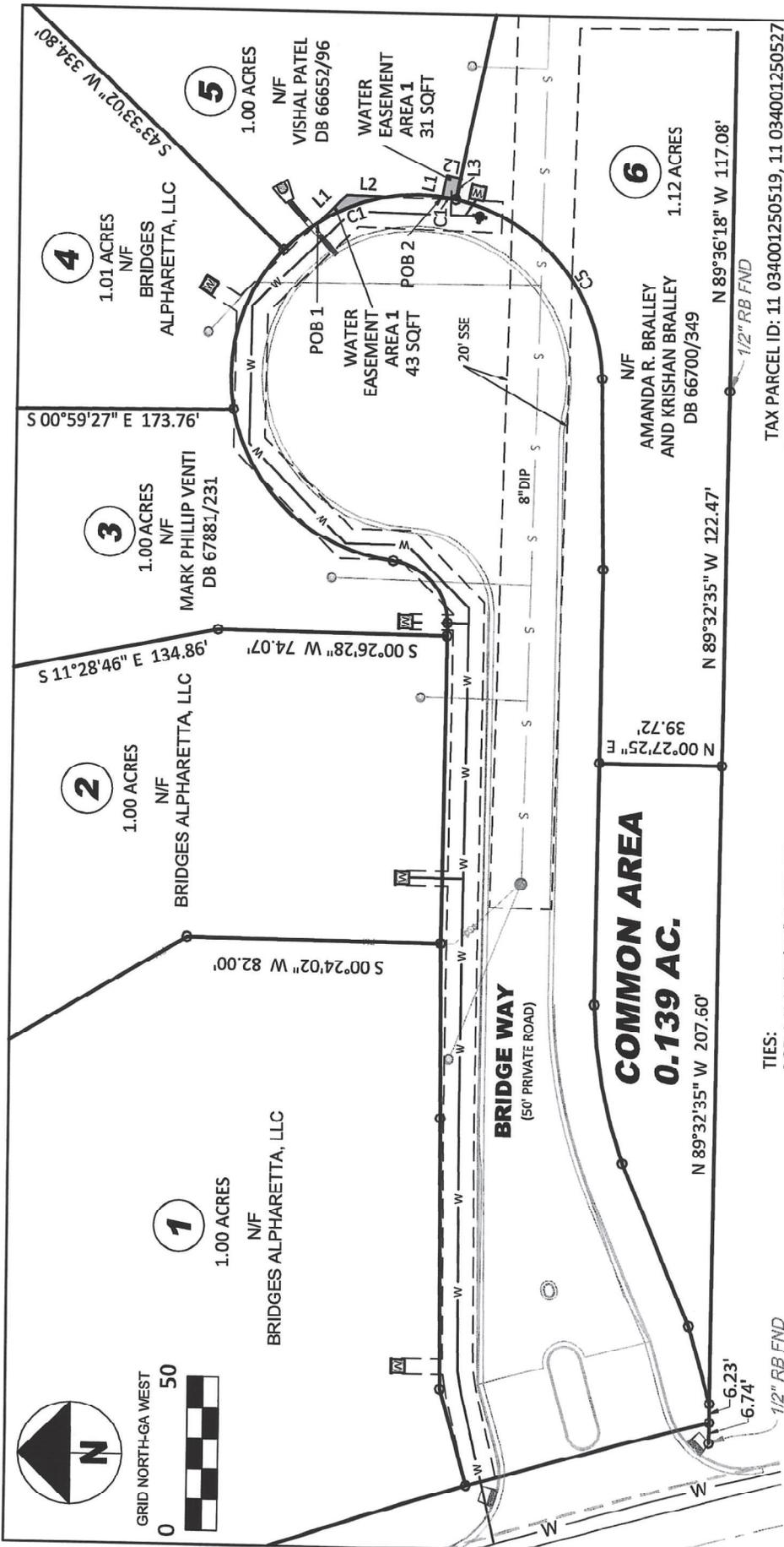
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING LAND LOT 125,  
1ST DISTRICT, 1ST SECTION IN THE CITY OF ALPHARETTA, FULTON  
COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR AT THE NORTHEAST CORNER OF  
LAND LOT 125 OF SAID DISTRICT AND SECTION, S 27°33'55" W 463.75'  
TO A POINT, SAID POINT BEING THE POINT OF BEGINNING FOR THE  
PARCEL HEREIN DESCRIBED;

THENCE S 78°30'54" E A DISTANCE OF 7.09 TO A POINT;  
THENCE S 11°29'06" W A DISTANCE OF 4.50 TO A POINT;  
THENCE N 78°30'54" W A DISTANCE OF 6.92 TO A POINT;  
THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF  
4.51', WITH A RADIUS OF 60.00', WITH A CHORD BEARING OF N 09°20'08"  
E, WITH A CHORD LENGTH OF 4.50' TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 31 SQUARE FEET.

EXHIBIT "A" - CONTINUED



TIES:  
 POB 1: N 31°06'15" E 433.23'  
 POB 2: N 27°33'55" E 463.75'  
 TO 5/8" RBF @ NE CORNER  
 OF LAND LOT 125

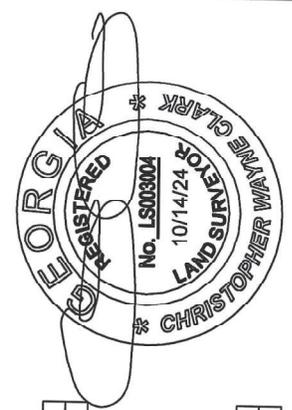
WATER EASEMENT AREA 1

LINE	BEARING	DISTANCE
L1	S 44°33'40" E	13.03'
L2	S 01°14'16" W	13.52'
CURVE	RADIUS	ARC LENGTH
C1	60.00'	24.63'
	CHORD LENGTH	CHORD BEARING
	24.46'	N 21°13'18" W

WATER EASEMENT AREA 2

LINE	BEARING	DISTANCE
L1	S 78°30'54" E	7.09'
L2	S 11°29'06" W	4.50'
L3	N 78°30'54" W	6.92'
CURVE	RADIUS	ARC LENGTH
C1	60.00'	4.51'
	CHORD LENGTH	CHORD BEARING
	4.50'	N 09°20'08" E

11/12/24  
 A 8



TAX PARCEL ID: 11 034001250519, 11 034001250527

WATER EASEMENT EXHIBIT FOR:

**THE BRIDGES**

PROPERTY OF:

**VISHAL PATEL**

LAND LOT 125 \* 1ST DISTRICT \* 1ST SECTION  
 CITY OF ALPHARETTA - FULTON COUNTY, GEORGIA

**CLARK LAND**  
 CONSULTANTS

Chris W. Clark, PLS ~ GA: LS003004 - LSF:001420  
 11 Belmore Manor Drive, Suwanee, Georgia 30024  
 Phone: 678.727.6985  
 Email: Chris@Chriswclark.com





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0590

**Meeting Date:** 8/20/2025

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### Department

Real Estate and Asset Management

### Requested Action

Request approval of a Sewer Easement Dedication of 6,197.2 square feet to Fulton County, a political subdivision of the State of Georgia, from Amanda R. Bralley and Krishan Bralley individuals, for the purpose of constructing the Bridges (Lot #6) Project at 0 Webb Bridge Road, Alpharetta, Georgia 30005. Effective upon approval.

### Requirement for Board Action

According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites. In addition, pursuant to Fulton County Code Section 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the County, as they may deem expedient, according to and to exercise such other powers as are granted by law, or are indispensable to their jurisdiction over County matters.

### Strategic Priority Area related to this item

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

No

### Summary & Background

**Scope of Work:** The proposed Bridges (Lot #6) Project, a residential development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer service line connections acknowledge Fulton County's ownership interests in the area(s)

in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement area to be conveyed to the County consists of 6,197.2 square feet and is located in Land Lot 125 of the 1st District, 1st Section of Fulton County, Georgia.

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

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

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

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

**Fiscal Impact / Funding Source**

Acceptance of this easement dedication does not involve the expenditure or the receipt of funds.

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

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

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

Project Name : The Bridges - Lot #6  
Tax Parcel Identification No.: 11 034001250527  
Land Disturbance Permit No.: WRN22-034 City of Alpharetta = D220042  
Zoning/Special Use Permit No.: R, PH-22-04/Z-2-04/  
(if applicable) The Bridges/Webb Bridge Road

*For Fulton County Use Only*

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

**SEWER EASEMENT  
(Individual Form)**

STATE OF GEORGIA,  
COUNTY OF FULTON

This indenture entered into this 5th day of December, 20 24, between Amanda R. Bralley and Krishan Bralley of said state and county, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part (hereinafter referred to as Grantee).

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor(s) has (have) granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to **FULTON COUNTY** and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 125, 1st Section (if applicable) of District 1st, Fulton County, Georgia, and more particularly described as follows: To wit:

The Bridges - Lot #6

*Project Name*

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

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

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

I (We) hereby warrants (warrant) that I (we) have the right to sell and convey said sewer line easement and right of access and bind myself (ourselves), my (our) heirs, executors, and administrators, forever to warrant and defend the right and title to the above described sewer line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor(s) hereby waives (waive) for him/herself (their selves), him/her (their) heirs, and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sewer line for the use of the property as herein agreed.

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

Signed, sealed and delivered this 5<sup>th</sup>  
day of December, 2024  
in the presence of:

[Signature]  
Witness

By: [Signature] (L.S.)

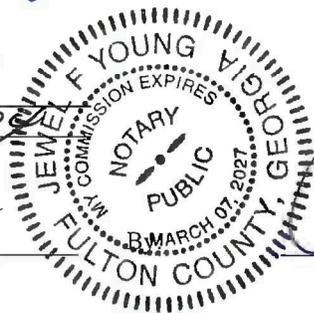
[Signature]  
Notary Public

Print Name: KRISHAN BRALLEY (L.S.)

[NOTARIAL SEAL]

Signed, sealed and delivered this 5<sup>th</sup>  
day of December, 2024  
in the presence of:

[Signature]  
Witness



[Signature] (L.S.)

Notary Public

Print Name: Amanda R. Bralley (L.S.)

[NOTARIAL SEAL]



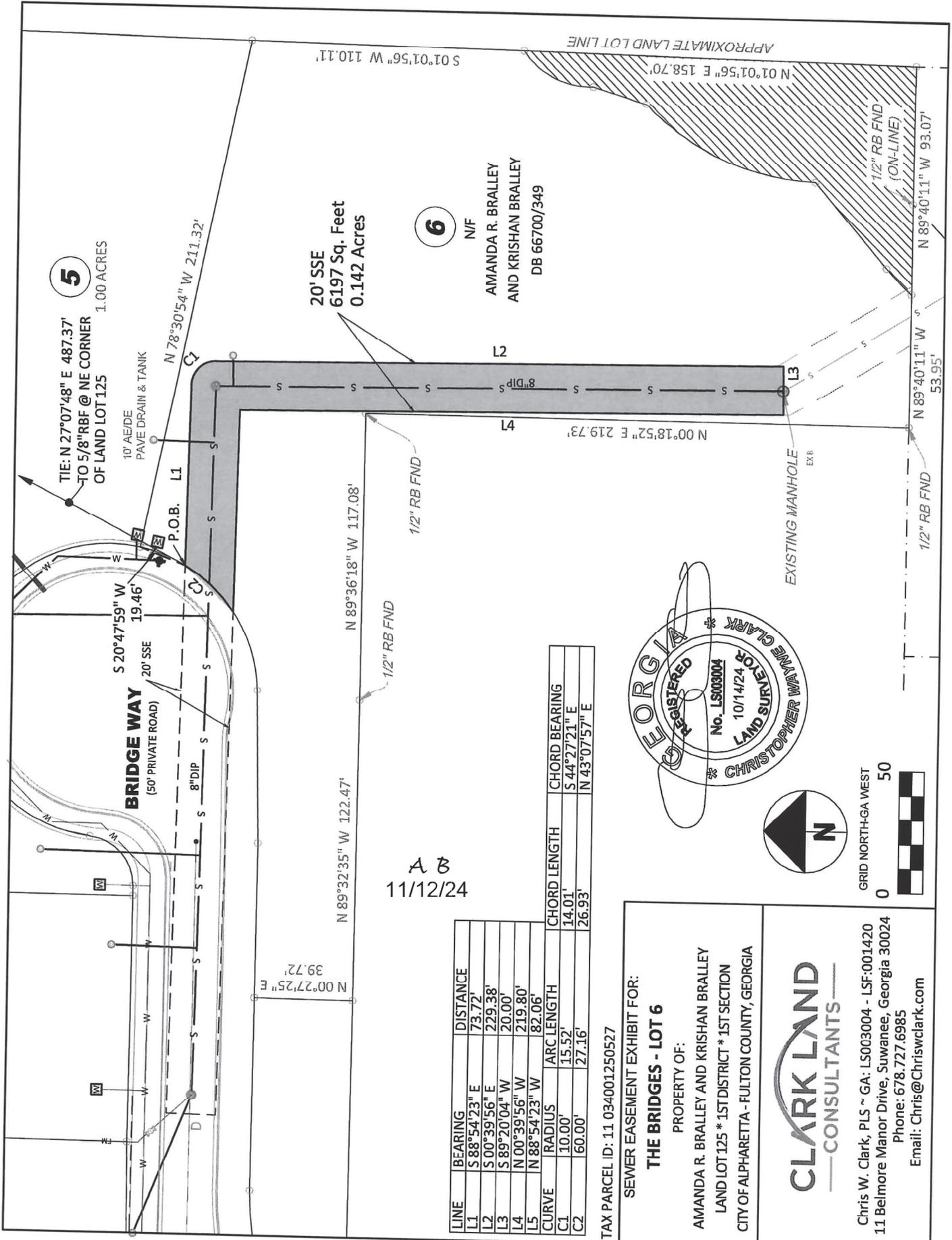
SEWER EASEMENT:  
THE BRIDGES - LOT 6  
PROPERTY OF:  
AMANDA R. BRALLEY AND KRISHAN BRALLEY

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING LAND LOT 125,  
1ST DISTRICT, 1ST SECTION IN THE CITY OF ALPHARETTA, FULTON  
COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR AT THE NORTHEAST CORNER OF  
LAND LOT 125 OF SAID DISTRICT AND SECTION, THENCE S 27°07'48" W  
FOR A DISTANCE OF 487.37' TO A POINT, SAID POINT BEING THE POINT OF  
BEGINNING FOR THE PARCEL HEREIN DESCRIBED;

THENCE S 88°54'23" E A DISTANCE OF 73.72' TO A POINT;  
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF  
15.52', WITH A RADIUS OF 10.00', WITH A CHORD BEARING OF S 44°27'21"  
E, WITH A CHORD LENGTH OF 14.01' TO A POINT;  
THENCE S 00°39'56" E A DISTANCE OF 229.38' TO A ;  
THENCE S 89°20'04" W A DISTANCE OF 20.00' TO A ;  
THENCE N 00°39'56" W A DISTANCE OF 219.80' TO A ;  
THENCE N 88°54'23" W A DISTANCE OF 82.06' TO A ;  
THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF  
27.16', WITH A RADIUS OF 60.00', WITH A CHORD BEARING OF N  
43°07'57" E, WITH A CHORD LENGTH OF 26.93' TO THE POINT OF  
BEGINNING.

SAID PARCEL CONTAINS 6197.2 SQUARE FEET, 0.142 ACRES.



**5**  
1.00 ACRES

**6**  
N/F

20' SSE  
6197 Sq. Feet  
0.142 Acres

AMANDA R. BRALLEY  
AND KRISHAN BRALLEY  
DB 66700/349

TIE: N 27°07'48" E 487.37'  
TO 5/8" RBF @ NE CORNER  
OF LAND LOT 125

10' AE/DE  
PAVE DRAIN & TANK

**BRIDGE WAY**  
(50' PRIVATE ROAD)

8" DIP

N 00°27'25" E  
39.72'

N 89°32'35" W 122.47'

N 89°36'18" W 117.08'

1/2" RB FND

1/2" RB FND

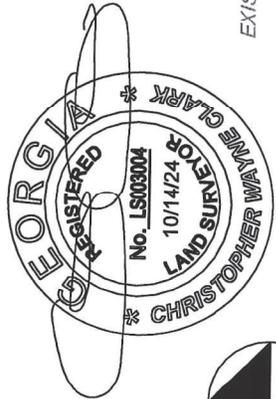
N 00°18'52" E 219.73'

EXISTING MANHOLE  
EXB

N 89°40'11" W  
53.95'

N 89°40'11" W 93.07'

APPROXIMATE LAND LOT LINE



GRID NORTH-GA WEST  
0 50

AB  
11/12/24

LINE	BEARING	DISTANCE	CHORD BEARING	CHORD LENGTH
L1	S 88°54'23" E	73.72'	S 44°27'21" E	14.01'
L2	S 00°39'56" E	229.38'	N 43°07'57" E	26.93'
L3	S 89°20'04" W	20.00'		
L4	N 00°39'56" W	219.80'		
L5	N 88°54'23" W	82.06'		
C1	10.00'	15.52'		
C2	60.00'	27.16'		

TAX PARCEL ID: 11 034001250527

SEWER EASEMENT EXHIBIT FOR:

**THE BRIDGES - LOT 6**

PROPERTY OF:  
AMANDA R. BRALLEY AND KRISHAN BRALLEY  
LAND LOT 125 \* 1ST DISTRICT \* 1ST SECTION  
CITY OF ALPHARETTA - FULTON COUNTY, GEORGIA



Chris W. Clark, PLS ~ GA: LS003004 - LSF-001420  
11 Belmore Manor Drive, Suwanee, Georgia 30024  
Phone: 678.727.6985  
Email: Chris@Chriswclark.com





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0591

Meeting Date: 8/20/2025

### Department

Community Development

### Requested Action

Request approval of a Memorandum of Understanding ("MOU") between Fulton County, Georgia, as the Fulton County Continuum of Care ("CoC") Collaborative Applicant, and 24/7 Gateway, LLC ("Gateway") in the amount of (\$398,657.00) for Gateway to serve as the coordinated entry lead agency and manage coordinated entry at the County-wide North and South Homeless Assessment Center offices. The term of the MOU is September 1, 2025, through August 31, 2026. This item is funded with (\$306,814.00) from the U.S. Department of Housing and Urban Development (HUD) Coordinated Intake and Assessment System (CIAS) grant and (\$91,843.00) in General Fund match.

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

O.C.G.A. § 36-10-1 states that all contracts entered into by Fulton County with other parties or persons on behalf of the County shall be in writing and entered on the Board of Commissioners meeting minutes.

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

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

### Summary & Background

Request approval of a Memorandum of Understanding ("MOU") between Fulton County, Georgia, as the Fulton County Continuum of Care ("CoC") Collaborative Applicant, and 24/7 Gateway, LLC

("Gateway") to manage coordinated entry. The CoC Program interim rule at 24 CFR 578.7(a)(8) requires CoCs to establish a Centralized or Coordinated Assessment System. HUD's primary goal for coordinated entry processes is to ensure homeless and prevention services are provided effectively as possible and are easily accessible. This agreement will facilitate the ongoing operations of the Fulton County Homeless Assessment Center offices, ensuring the coordination and delivery of homeless and prevention services for individuals and families residing in Fulton County, excluding Atlanta.

**Background:** On July 22, 2020, Fulton County issued a competitive request for proposals to identify a lead organization to manage the Fulton County CoC's Coordinated Entry program. Gateway received the highest score, and on October 7, 2020, the Fulton County Board of Commissioners-acting as the CoC Collaborative Applicant-approved Gateway's initial contract (Agenda Item #20-0670) to serve in this role.

Since then, both the CoC Board of Directors and the Fulton County Board of Commissioners have reaffirmed Gateway's designation as the Coordinated Entry Lead on the following Board of Commissioner meeting dates and agenda items:

- October 16, 2021 (21-0736)
- October 5, 2022 (33-0744)
- August 2, 2023 (23-0479)
- August 21, 2024 (24-0544)

On July 9, 2025, the Continuum of Care (CoC) Board of Directors voted to extend Gateway's services from September 1, 2025, through August 31, 2026.

Funding for Coordinated Entry during this period will include a HUD CIAS grant of \$306,814 and a Fulton County general fund match of \$91,843.00. The general fund match must be expended by December 31, 2025.

- **Scope of Work:** Fulton County's Coordinated Intake Homeless Assessment Centers (HAC) offer a centralized access point for individuals and families who are experiencing or at risk of homelessness. The centers provide comprehensive services:
- **Intake and Triage:** Walk-in, phone, and scheduled appointments.
- **Assessment:** Standardized screenings to understand each person's housing history and needs.
- **Diversion and Problem-Solving:** Help finding safe alternatives to entering shelter and connecting to available resources.
- **Referral and Housing Navigation:** Matching individuals to housing programs and supporting transitions with partner agencies.
- **Data Entry and HMIS:** Recording client information in the Homeless Management Information

System.

- Case Conferencing: Collaborating with partners to coordinate services and advocate for clients.

HAC services are available at two locations: 7741 Roswell Road, NE, Atlanta, GA 30350 5600 Stonewall Tell Road, College Park, GA 30349. Office hours are Monday through Friday, 9 a.m. to 4 p.m.

**Community Impact:** The Homeless Assessment Centers work to provide a unified approach to providing homeless and prevention services to Fulton County’s most vulnerable citizens.

**Department Recommendation:** The Department of Community Development recommends approval of the Memorandum of Understanding ("MOU") between Fulton County, Georgia, as the Fulton County Continuum of Care ("CoC") Collaborative Applicant, and 24/7 Gateway, LLC ("Gateway") for the purpose of managing coordinated entry. This recommendation is for the August 20, 2025 BOC meeting.

**Project Implications:** None

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

### **Fiscal Impact / Funding Source**

**Funding Line 1:**

461-121-CI24-1160 (\$398,657.00)

**Funding Line 2:**

100-121-1212-1567 (\$91,843.00)

# **GRANT AGREEMENT**

**FULTON COUNTY GOVERNMENT  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
COORDINATED INTAKE & ASSESSMENT SYSTEM GRANT (CIAS)**

**SUBRECIPIENT NAME:** 24/7 Gateway, LLC

**ACTIVITY SPONSOR:** U. S. Department of Housing and Urban Development

**ACTIVITY NUMBER:** Assistance Listing Number (ALN) 14.267

**HUD GRANT:** Coordinated Intake & Assessment System Grant (CIAS)

**MEMORANDUM OF UNDERSTANDING Between Fulton County, Georgia and 24/7 Gateway, LLC**

This Memorandum of Understanding (“MOU”), entered this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between Fulton County, Georgia, a political subdivision of the State of Georgia (“Fulton County”), acting through its Department of Community Development, as the GA 502 Fulton County Continuum of Care Collaborative Applicant, and 24/7 Gateway, LLC, (“GWC”), a domestic nonprofit corporation, located at 275 Pryor Street SW, Atlanta, GA 30303.

**WITNESSETH:**

**WHEREAS**, Fulton County serves as the Collaborative Applicant, as defined under 24 CFR, Part 578.3, for the Fulton County Georgia-502 Homeless Continuum of Care (“GA 502 Fulton County CoC”) and provides administrative support to the GA 502 Fulton County CoC Board; and

**WHEREAS**, Fulton County is the recipient of a Coordinated Intake and Assessment System (“CIAS”) Grant from the U.S. Department of Housing and Urban Development (“HUD”) to create and operate a homeless coordinated entry process for the geographical area of Fulton County, outside of the City of Atlanta; and

**WHEREAS**, the Coordinated Entry process in Fulton County is referred to as the Coordinated Entry System (“CES”); and

**WHEREAS**, CES refers to a single process for the citizens of Fulton County to receive homeless prevention, housing, and/or other services; and

**WHEREAS**, CES features HUD and County-funded services as well as other community-based nonprofit service agencies; and

**WHEREAS**, GWC qualifies for award of HUD and County funding as part of the overall Fulton County Consolidated Planning document; and

**WHEREAS**, the Parties deem it to be in the best interest of both parties to enter this MOU under the terms and conditions expressed herein; and

**NOW, THEREFORE**, in consideration of the promises, payment of the sum hereinafter set forth and the performance of the services described herein, it is mutually agreed as follows:

## BACKGROUND

Provisions in HUD's Continuum of Care ("CoC") Program and Emergency Solutions Grant ("ESG") Program interim rules require that all CoCs establish a Coordinated Entry System ("CES"). As a result, the Fulton County Board of Commissioners ("BOC") and GA 502 Fulton County CoC have adopted CES requirements. The CoC's CES is designed to assess and assist in meeting the housing needs of people at risk of homelessness and people experiencing homelessness. CES is a collaborative effort between homeless assistance organizations, domestic violence service providers and other mainstream services whose main function is to help people in need by referring clients to the most appropriate service strategy or housing intervention.

GWC is designated as the Lead Agency for the CES by the BOC and the GA 502 Fulton County CoC and is charged with managing the daily activities associated with CES planning, implementation, operations, and evaluation. Fulton County Community Development Department and the GA 502 Fulton County CoC will ensure that the GWC satellite offices are operating to meet the following requirements of CES:

- Covers the GA 502 Fulton County CoC geographic area;
- Easily accessed by individuals and families seeking housing and services;
- Well-advertised; and,
- Comprehensive assessment of individuals and families for housing and services.

## GOALS AND GUIDING PRINCIPLES

The goal of the coordinated entry process is to provide each consumer with adequate services and support to meet their housing needs, with a focus on returning them to housing as quickly as possible. The guiding principles below will help the GA Fulton County 502 CoC, and its members meet these goals. GWC also agrees to adopt the following guiding principles:

- **Consumer Choice:** Consumers will be given information about the programs available to them and have some degree of choice about which programs they want to participate in. They will also be engaged as key and valued partners in the implementation and evaluation of coordinated entry through forums, surveys, and other methods designed to obtain their thoughts on the effectiveness of the coordinated entry process.
- **Collaboration:** Because coordinated entry is system wide, it requires a great deal of collaboration between the CoC, providers, mainstream assistance agencies (e.g., Fulton County's Homeless Services, hospitals, and jails), funders, and other key partners. This spirit of collaboration will be fostered through open communication, transparent work, consistently scheduled meetings between partners, and consistent reporting on the performance of the coordinated entry process and request for assistance.
- **Accurate Data:** Data collection on people experiencing homelessness is a key component of the coordinated entry process. Data from the assessment process that reveals what resources consumers need the most will be used to assist with reallocation of funds and other funding decisions. To capture this data accurately, all assessment staff and providers must enter data into the HMIS (with the exception of some special populations and other cases outlined later in this document) in a timely fashion, within 72 hours. Consumers' rights around data will always be made explicit to them, and no consumer will be denied services for refusing to share their data.
- **Performance-Driven Decision Making:** Decisions about and modifications to the coordinated entry process will be driven primarily by the need to improve the performance of the homelessness assistance system on key outcomes. These outcomes include reducing new entries into homelessness, reducing lengths of episodes of homelessness, and reducing repeat entries into homelessness, although we know that these outcomes maybe dependent on other providers and access to affordable housing. Changes may also be driven by a

desire to improve process-oriented outcomes, including reducing the amount of waiting time for an assessment and availability to housing options.

- **Housing First:** Coordinated entry will support a housing first approach and will thus work to connect households with the appropriate permanent housing opportunity, as well as any necessary supportive services, as quickly and effectively as possible.
- **Prioritizing the Hardest to House:** Coordinated entry referrals will prioritize those households that appear to be the hardest to house or serve for program beds and services. This approach will ensure an appropriate match between the most intensive services and the people least likely to succeed with a less intensive intervention, while giving people with fewer housing barriers more time to work out a housing solution on their own. It is hoped that this approach is most likely to reduce the average length of episodes of homelessness and result in better housing outcomes for all. The hardest to house will be defined by using the Assessment tool.

**PURPOSE**

The GA Fulton County 502 COC has established a service strategy for CES that reflects local community resources, client needs, provider capacity and unique CoC geography characteristics to better serve consumers through Coordinated Entry.

**NOW, THEREFORE,** the parties to this MOU set forth the following as the terms and conditions of their understanding:

**ARTICLE I. RESPONSIBILITIES OF PARTIES**

In consideration of the mutual aims and desires of the Parties to this MOU, and in recognition of the public benefit to be derived from effective implementation of the program involved, the Parties agree that their respective responsibilities under this MOU shall be as follows:

1. GWC Responsibilities:

**GWC, as the Lead Agency, will be responsible for the following:**

Action	Due Date
Disseminate lessons learned and implications for CES improvement, communicate policies and procedures with the Collaborative Applicant/CE Committee, and create a training curriculum for providers and other stakeholders;	12/1/2026
Maintain and update annually, CE Policies and Procedures, resources, training curriculum, reports, and related documents;	Ongoing
Develop a System Integration strategy for transitioning partners and removing barriers for participants and expediting housing;	Ongoing
Ensure access to appropriate housing for survivors of domestic violence and/or human trafficking through multiple intercept points including DV shelters, DV and Human Trafficking service partners, and mainstream homeless programs such as shelters, drop-in centers, and outreach programs;	Ongoing

Provide system management and oversight of the Coordinated Entry System (CES) including creating access, assessments process and oversight of Dedicated Skilled Assessors, assignment of households into housing, and accountability plans;	Ongoing
Collaborate with CE lead partners to oversee and manage CES refinement including the following: refinement of the access plan; facilitation of housing referrals; and strengthening racial equity of the system;	Ongoing
Connect households with the highest barriers to housing system navigation supports to ensure successful housing placements;	Ongoing
Provide CES-related technical assistance for providers;	Ongoing
Provide training to homeless services providers on CES policies and procedures, including Assessment tools;	Ongoing
As part of System Goal 3 to ensure programs are utilizing CES, provide qualitative and quantitative information to the Collaborative Applicant related to the use of CES and other CES HUD and local compliance metrics;	Ongoing
Perform all duties required by HUD, GA-502 CoC and Fulton County Government;	Ongoing
Identify and advocate for system improvement;	Ongoing
Work with the Collaborative Applicant/CE Committee to expand efforts to centralize access to housing and homeless services into CES.	Ongoing
Facilitate CE workgroups in order to learn from the community, test new strategies to improve CES, and adopt new policies approved by the Collaborative Applicant/CE Committee.	Quarterly
At least once annually, the Coordinated Entry Lead will work with the Collaborative Applicant/CE Committee to survey constituents throughout the CoC to identify areas of exemplary Coordinated Entry Lead performance as well as areas that require improvement of the Coordinated Entry System.	May 31, 2026

## 2. Performance Reporting and Oversight

The Coordinated Entry Lead will submit reports as follows:

- a. The CES Facilitator will provide verbal reports to the Collaborative Applicant/CE Committee on progress on or barriers to achieving objectives.
- b. Written reports will be submitted to the CoC Board no less than semi-annually. Written reports will follow the template set forth in Exhibit 2. These written reports may be posted to the GA-502 CoC website.

## 3. Annual Planning

On an annual basis, the Collaborative Applicant/CE Committee will work with the Coordinated Entry Lead to develop strategic goals for mandatory activities listed above and include it in an annual work plan.

## 4. Accountability

The Collaborative Applicant/CE Committee can request that the Coordinated Entry Lead receive technical assistance to address any areas requiring improvement.

## 5. Report Protocols

The Coordinated Entry System (CES) Report Template will be used by the Collaborative Applicant/CE Committee to review and hold the Coordinated Entry Lead accountable for the outlined scope of work in the Coordinated Entry System MOU. This report will be completed by the Coordinated Entry Lead at least twice a year, following the reporting timeline

outlined in the table below. Note, this timeline may be adjusted at the request of the CE Lead and Collaborative Applicant as necessary based on the Coordinated Entry System’s workplan.

Reporting Goal Deadline	For Time Period Covering
February 15, 2026	September 1, 2025, through January 31, 2026
June 14, 2026	February 1, 2026, through May 31, 2026

## Section 1: Evidence of Meeting HUD Requirements

### Section 1 Overview

This section shares the HUD requirements of a Coordinated Entry System including any new notices released along with methods for meeting the requirements. This will include but not be limited to the categories of access, assessment, assignment, and accountability.

## Section 2: Workplan Updates

### Section 2 Overview

The CES workplan will incorporate feedback from the Coordinated Entry Committee, and all strategies outlined in the workplan will be reported on to share progress and challenges.

## Section 3: Data

### Section 3 Overview

The following data will be shared in each report from the Homeless Management Information System (HMIS), Apricot, and any approved CoC database used to support connecting survivors of domestic violence and/or human trafficking to housing. Race and ethnicity will be reported for all cohorts below as recorded in both systems. Additional data may be added as necessary.

1. Total number of households assessed, matched, and housed
2. Breakdown of cohorts including youth, unsheltered, families, and survivors of domestic violence and/or human trafficking assessed, matched and housed
3. Family size and pregnancy status of participants
4. Length of homelessness and chronic status for all assessed, matched, and housed
5. Metrics related to prioritization
6. Total length of time to house prioritized households from date of first match
7. Number of matches required to house prioritized households
8. Timeline Considerations
9. For agencies utilizing HMIS
  - Average length of time from match to enrollment
  - Average length of time from enrollment to housing
10. Timeliness standard outcomes for agencies utilizing HMIS and agencies utilizing other database.

- Average length of time from match to housing
11. CE Call Center outcomes including average hold time of received and abandoned calls monthly
    - Total number of referrals made to housing and other services
    - Total enrolled and housed along with demographic information
    - Number of transfers requested, approved, declined, and timeline of transfers offered
    - Breakdown of transfer type by category such as safety, accessibility, family size, etc.
  12. Number of diversion screening assessments accomplished through CES
  13. Youth diversion outcomes
  14. MOU and or CE partner outcomes

**Section 4: Capacity Building**

**Section 4 Overview**

Outline of products created, training sessions, and supports offered to partners involved in the CES. This will include resources created to build capacity during the timeframe.

**Section 5: Accountability**

**Section 5 Overview**

Coordinated Entry Accountability Plan updates will be offered. This will include agencies/programs receiving technical assistance, technical assistance plans and results.

**Section 6: CES Financial Report**

**Section 6 Overview**

The Coordinated Entry Lead will provide a financial report to show the overall budget and amounts spent per line item.

6. Fiscal Responsibility

- a. The services of the Subrecipient shall begin on September 1, 2025, and shall terminate no later than August 31, 2026, unless earlier terminated as set forth in this Agreement.
- b. Within fifteen (15) days of the completion of each month’s services pursuant to this MOU between September 1, 2025, through August 31, 2026, GWC shall submit a monthly detailed, itemized invoice to Fulton County requesting reimbursement of those costs identified in Attachment A, the Coordinated Intake and Assessment Center Budget (the “Cost Reimbursement Budget”)
- c. Failure to submit invoices on or before the 15<sup>th</sup> day after the end of a month for services dated for the closing (prior) month may result in non-payment due to reallocation of the funds and termination of the contract.
- d. The total amount of reimbursement sought by GWC during the duration of this MOU shall not exceed \$398,657.00 and shall be paid in accordance with the Cost Reimbursement Budget herein referred to as Attachment A.

- e. On a monthly basis, GWC shall provide a report, per Section 3 Data, capturing data, outcomes and expenditures relating to the services being provided under the MOU, which shall also contain any other information as may be requested by the Department of Community Development.

7. County Responsibilities

- a. Upon receipt of each monthly invoice for work completed between September 1, 2025, and August 31, 2026 as described in Attachment A of this MOU, Fulton County, acting through its Community Development Department, will, in reasonable due course, provide monthly payments to GWC upon conditional commitment of funds. Payment shall then be made through reimbursement of costs incurred by GWC in the performance and execution of the services under this contract. Payments shall be made only after the County's receipt of proper and sufficient documentation of such costs satisfactory to the County. The County shall have the right not to pay any request for reimbursement or part thereof if not properly supported, or if the costs requested or any part thereof, as determined by the County, are unreasonably in excess of the actual stage of completion.
- b. Each payment shall be paid from funds allocated from the CIAS grant through the GA 502 Fulton County COC Collaborative Applicant. The total amount of reimbursement provided by the GA 502 Fulton County COC Collaborative Applicant during the duration of this MOU shall not exceed \$398,657.00.
- c. The Cost Reimbursement Budget described in Attachment A of this MOU identifies the source and amount of funding that will be reimbursed monthly.

**ARTICLE II: ADDITIONAL REQUIREMENTS**

1. HOMELESS ASSISTANCE AND PARTICIPATION: 578.75 (g)

To the maximum extent practicable, The Subrecipient must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of the recipient, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance. If the Subrecipient is unable to meet the requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding. To the maximum extent practicable, the Subrecipient must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities. This involvement may include employment or volunteer services. The Subrecipient must provide the County with a Certification of Homeless Assistance and Participation within 30 days of execution of this agreement.

2. ACCESS TO ESG or FULTON COUNTY FUNDING ASSISTANCE

Subrecipient agrees to participate in the CoC Coordinated Entry with the goal to provide and improve consumer information, referral, assistance and access for those who are chronically homeless, currently homeless, and those who are precariously housed seeking a wide range of long term care services.

3. SYSTEMS COORDINATION REQUIREMENTS: 576.400

The Subrecipient agrees to follow the process and procedures as described below:

- a. Use of the Coordinated Assessment System

Subrecipient further agrees to provide information about the Fulton County Coordinated Entry project and make referrals to community homeless service providers. The Subrecipient agrees to be a collaborating partner who will implement the Coordinated Entry model by directing seekers of housing service to the Fulton County Coordinated Intake Assessment Center or the identified Satellite Office(s), and service providers which will universally provide a safety assessment, prevention, diversion, and tiered rating tool to inform the referral process.

For typical shelter admissions, individuals and families are referred through several means including, but not limited to, self-referral, agency referral, Drug Court, Intensive Supervision Program (ISP), and mental health association. They must complete a phone screening. If they are deemed eligible and a bed is available, they will be admitted. Anyone not meeting the requirements is referred to County Services, the Homeless Hotline and/or out of County agencies.

Victim of domestic violence means all individuals and families who qualify under paragraph (4) of HUD's definition of homeless. This means any individual or family who: (1) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; (2) has no other residence; and (3) lacks the resources or support networks to obtain other permanent housing.

If an individual or family is determined to be at risk of harm when an assessment is being conducted, then the coordinated entry staff should refer the individual or family to a victim service provider using referral criteria established for that community based on system design, program capacity, resource limitations, and placement and geography considerations. The coordinated entry process should also have a procedure to safely refer the individual or family to the identified victim service provider, preferably with a warm hand-off including a phone call, transportation, or other transition to the victim service provider.

b. System and Program Coordination with Mainstream Resources

Subrecipients are expected to work with individuals or families to obtain benefits, including income and health coverage, or make referrals to agencies that can assist with this. Documentation of services and referrals will be maintained in the client file.

c. Written Standards

Subrecipients are expected to comply with established written standards as developed by Fulton County.

d. Participation in HMIS

The Subrecipient agrees data on all persons served and all activities assisted are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If the Subrecipient is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

4. LEAD-BASED PAINT HAZARDS: 24 CFR 576.57 (c)

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846)

and the HUD Lead-Based Paint regulations, 24 CFR Part 35, and in particular, Part B of said regulations. The Subrecipient shall be responsible for the inspections and certification required under Section 35.14(f) thereof.

5. NON-DISCRIMINATION AND EQUAL OPPORTUNITY: §576.57(a)

The Subrecipient agrees to comply with non-discrimination requirements under the Civil Rights Acts, Regulations, and Executive Orders as follows:

- a. The requirements of Title VII of the Civil Rights Act of 1968, 42 U.S.C. 3601 et seq., and implementing regulations; Executive Order 11063 and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and implementing regulations issued at 24 CFR Part 1;
- b. The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.794);
- c. The requirements under the Non-Discrimination in Employment by Government Contractors and Subcontractors per Executive Order 11246 and the regulations issued under the Order at 41 CFR, Chapter 60;
- d. The Provision of Training, Employment, and Business Opportunities under Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701;
- e. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with HUD's responsibilities under these orders, the Subrecipient shall make efforts to encourage the use of minority and women business enterprises in connection with activities funded under this agreement; and
- f. The requirements that the Subrecipient make known that use of the facilities and services are available to all persons regardless of age, race, creed, color, religion, sex, national origin, ancestry, marital status, affectional or sexual orientation, or handicap on a nondiscriminatory basis.

6. OTHER FEDERAL REQUIREMENTS 576.407

- a. General: The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).
- b. Affirmative outreach. The Subrecipient must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or Subrecipient intends to use to make known the availability of the facilities, assistance, and services will to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The recipient and its Subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, recipients and Subrecipients are also required

to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.

- c. Uniform Administrative Requirements. The requirements of 2 CFR part 200 apply to the Subrecipient. These regulations include allowable costs and non-Federal audit requirements.
  - i. *Accounting Standards*: The Subrecipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
  - ii. *Internal Control*: The Subrecipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.
  - iii. *Cost Principles*: The Subrecipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
- d. Procurement of Recovered Materials. The Subrecipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 7. CONFLICT OF INTEREST

Subrecipient agrees that no person who is an employee, agent, consultant officer, or elected or appointed official of the Subrecipient, State recipient, or non-profit (or of any designated public agency) that receives Emergency Solutions Grant amounts pursuant to this Agreement and who exercises or has exercised any functions or responsibilities with respect to assisted activities; or, who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest in any agreement, sub-agreement or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. HUD may grant an exception to this exclusion as provided in 24 CFR 570.611 (d) and (e).

## 8. RECORD KEEPING REQUIREMENTS 576.500

The Subrecipient agrees to maintain all records required by the regulations, including, but not limited to:

- a. Records documenting that CIAS and ESG activities are eligible
- b. Records adhere to confidentiality standards; including all records are kept secure and confidential
- c. Records documenting the eligibility of program participants as homeless or at risk of homelessness
- d. For homeless prevention, that program participants income is less than 50% (CARES ACT ONLY) of the median family income (MFI) including source documents for income verification
- e. For each participant, that service and assistance provided were eligible and reasonable per 576.101 through 570.106
- f. If applicable, records documenting rent reasonableness and leases and rental assistance agreements, payment made to owners including dates of occupancy
- g. Records documenting that each participant received an intake interview

- h. Records documenting coordination between service providers, mainstream income sources, and the Continuum of Care
- i. Records documentation that each participant is entered in HMIS or comparable data base for Domestic Violence programs
- j. Records documenting compliance with fair housing and equal opportunity cross-cutting regulations
- k. Financial records illustrating appropriate accounting principles per 2 CFR Part 200
- l. Records accounting for staff time and activities relating to CES expenditures and draw requests
- m. Records of procurement of any purchases made with CIAS funds
- n. Any other records necessary to demonstrate compliance with the CIAS Grant

Each Subrecipient must ensure that records are maintained for the five-year period after the date the County submits the final report to HUD as required. The County is required to submit a final report 90 days after complete expenditure of the annual grant award from which assistance was provided through this Agreement.

#### 9. MONTHLY AND ANNUAL REPORTING

The Subrecipient must enter all client information in HMIS (or for Domestic Violence providers – an equivalent system) for all program types. The Subrecipient must check all the DATA for accuracy and more than a 25% error will not be accepted. The County will also require a cumulative annual report as required by HUD. (Attachment B) The Subrecipient must enter all client information in HMIS. All program types, except Domestic Violence (DM) providers. DM providers maintain their client records independently. The Subrecipient must CHECK the DATA – more than 25% error will not be accepted. In addition, Fulton County also requires reporting for financial data for all recipients by the Subrecipient.

#### 10. DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS

The Subrecipient agrees to comply with the provisions of 24 CFR Part 4 relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status.

#### 11. FLOOD INSURANCE

The Subrecipient agrees to comply with the requirements of the Flood Disaster Act of 1973 (42 U.S.C. 4001 et seq.).

No portion of the assistance under this Agreement may be provided without consultation and approval by the County for acquisition or construction purposes.

#### 12. DRUG-FREE WORKPLACE CERTIFICATION

Signature of the Subrecipient on the agreement certifies that the Subrecipient will comply with the Drug-Free Workplace Act of 1988 by maintaining a workplace that is free from manufacture, distribution, dispensing, possession, or use of controlled substances.

#### 13. OBLIGATIONS OF SUBRECIPIENT WITH RESPECT TO CERTAIN THIRD PARTY RELATIONSHIPS

The Subrecipient shall remain fully obligated under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or part of the program with respect to which assistance is being provided under this Agreement to the Subrecipient. Any party which is not the Subrecipient shall comply with all lawful requirements of the Subrecipient necessary to ensure that the program is carried out in accordance with the Subrecipient's assurances and certifications to the County.

#### 14. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications

for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

#### 15. SUBAGREEMENTS

The Subrecipient shall not subaward any of the services to be performed under this Agreement without the prior written consent of the County. This provision shall apply to all levels of subawards. With the consent of the County, the Subrecipient may subaward a portion of the grant through the form of a legal agreement, including an agreement that the pass-through entity considers a contract and must provide the subgrant to the County prior to the execution of the contract.

#### 16. TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Subrecipient shall fail to fulfill in timely fashion and proper manner his obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports shall, at the option of the County, become its property. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

#### 17. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement at any time by giving written notice of such termination by certified mail, return receipt requested, or by hand delivery, to the other party and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If this MOU is terminated pursuant to this paragraph, the Subrecipient shall be exclusively limited to receiving compensation for only the work satisfactorily performed up to and including the effective date of termination.

#### 18. CHANGES

The County may, from time to time, require changes in the scope of services of the Subrecipient to be performed hereunder. Such changes, including any decrease or increase in the amount of the Subrecipient's compensation and scope of work, which are mutually agreed upon by and between the County and the Subrecipient, shall be incorporated in written amendments to this Agreement and approved by the Fulton County Board of Commissioners.

#### 19. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

If the federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### 20. MONITORING AND INSPECTIONS

At any time during the normal business hours, and as often as the County may deem necessary, there shall be made available to the County or to the federal government for examination, all of the Subrecipient's records with respect to all matters covered by this Agreement. The Subrecipient will permit the County and the Federal government to audit, examine, and make excerpts or transcripts.

Monitoring will be a minimum annually.

- The areas for monitoring and oversight include the following:
- Eligible Activities Requirements: Ensure those subrecipients are using CIAS funds as originally planned and for eligible activities. Determine if costs are properly classified and if spending limits on certain activities have been properly adhered to. Ensure that the activities funded by CIAS benefit homeless persons and that they are provided at a reasonable cost.
- Financial Regulations: Ensure those subrecipients are appropriately following financial management requirements.
- Procurement and Audits: Ensure that subrecipients comply with such requirements.
- Conflict of Interest, Environmental Compliance, and Other Federal Requirements: Ensure that subrecipients comply with these requirements.
- Physical site inspections of the subrecipient activity locations to observe and ensure compliance with the habitability standards.
- Review of subrecipient site client files.
- Interview with staff.
- Review of job titles and job descriptions for all CIAS funded positions, ensuring that the disbursed CIAS funds are being utilized while fulfilling all program policy guidelines.
- Monitoring Process: Formal and advance notification of the visit; coverage of the areas outlined; and clear conclusions and recommendations provided to the grantee following the visit.

#### 21. HATCH ACT

The Subrecipient agrees that no funds provided under this Agreement nor any personnel employed in the administration of this Agreement, shall be in any way or to any extent engaged in the conduct of the political activities in contravention of Chapter 15 Title V, United States Code.

#### 22. COMPLIANCE WITH LOCAL LAWS AND HOLD HARMLESS

The Subrecipient agrees to comply with all local laws and statutes of the State of Georgia and further agrees to hold the County harmless from any and all suits, claims, or actions arising out of the performance of this Agreement.

#### 23. COMPLIANCE WITH FEDERAL REGULATIONS

The Subrecipient agrees to comply with all Federal laws and regulations governing the grant of money under which this Agreement is made available as they apply as of the date of this Agreement, and as such laws and regulations may be amended by the federal government or agencies.

#### 24. LOBBYING AND DISCLOSURE REQUIREMENTS

The Subrecipient agrees to comply with the disclosure requirements and prohibitions of 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (The Byrd Amendment), and the implementing regulations of 24 CFR Parts 4 and 87.

#### 25. INTERGOVERNMENTAL REVIEW

The Subrecipient agrees to comply with the requirements of Executive Order 12372 and the regulations issued under the Order at 24 CFR Part 52, to the extent provided by Federal Register Notice in accordance with 24 CFR 52.3.

#### 26. 2 CFR PART 200 REQUIREMENT

The subrecipient agrees to comply with the requirements of 2 CFR Part 200, appendix II, attached hereto and a part hereof.

### **ARTICLE III. TERM AND TERMINATION OF MOU**

The term of this MOU shall be effective September 1, 2025, and remain in full force and effective until the 31<sup>st</sup> day of August 31, 2026, or until the MOU is canceled or terminated by the Parties in accordance with the terms set forth herein. Fulton County shall have the right to suspend immediately GWC's performance hereunder on an emergency basis whenever necessary, in the opinion of the Community Development Department, to avert a life-threatening situation or other sufficiently serious deficiency.

### **ARTICLE IV. NON-APPROPRIATION**

This MOU states the total obligation of the County to GWC in an amount not to exceed \$398,657.00. Notwithstanding anything contained in this MOU, the obligation of the County to make payments provided under this MOU shall be fulfilled through \$306,814.00 in grant funds currently available to the County and set aside for such purposes. The County will provide a General Fund match of \$91,843.00 to be utilized by December 31, 2025. Nothing in this contract obligates the County to appropriate any additional funds which would constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation.

### **ARTICLE V. INSURANCE**

GWC agrees to secure insurance covering all operations, goods or services provided pursuant to this MOU based on the following: (i) Commercial General Liability (CGL) Insurance with coverage limits of no less than \$1,000,000.00 per occurrence/aggregate. Certificate of Insurance shall list Fulton County Government, its officials, officers and employees as additional insured under the CGL Policy via attachment of ISO Additional Insured Endorsement form CG 2010 (11/85 version), its equivalent or on a blanket basis. The obligations for the GWC to procure and maintain insurance shall not be constructed to waive or restrict other obligations. Fulton County's acceptance of a certificate of insurance or other proof of insurance that does not comply with the aforementioned insurance requirement shall not act as a waiver of GWC's breach of this MOU or of any of the County's rights or remedies under this MOU. Fulton County Risk Management may require additional proof of insurance, including but not limited to policies and endorsements.

### **ARTICLE VI. GENERAL PROVISIONS**

1. No modification or alteration of this MOU will be valid unless modification is made in writing, submitted to and approved by both parties and attached to this Memorandum of Understanding.
2. The failure of either party at any time or times to enforce any provision of this MOU shall in no way be construed to be a waiver of such provisions or to affect the validity of this MOU or any part hereof, or the right of any party thereafter to enforce each and every provision in accordance with the terms of the MOU.
3. GWC shall indemnify and hold harmless the County, its officers, directors, employees, and agents, harmless for any and all injuries, damages, claims, costs and expenses arising out of GWC operations under this MOU or caused by GWC's officers, directors, employees, agents, contractors and subcontractors, or arising out of use the premises occupied by GWC. This clause shall remain in effect after the termination or expiration of this MOU.

4. This MOU sets forth the entire MOU between the parties and supersedes all prior oral and written understanding, representations and discussion between the parties respecting the subject matter of this MOU.
5. Neither party shall assign any of the obligations or benefits of this MOU.
6. This MOU shall not be construed as, or deemed to be, an MOU for the benefit of any third party or parties. No third party or parties shall have any right of action hereunder for any cause whatsoever.
7. This MOU shall be construed by and governed by the laws of the State of Georgia.
8. If a court of competent jurisdiction renders any provision of this MOU to be invalid or otherwise unenforceable, that provision will be severed, and the remainder of this MOU shall continue in full force and effect as if the invalid provision were not part of this MOU.
9. This MOU may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.
10. GWC warrants and guarantees that the person executing the MOU on its behalf is duly authorized to execute the MOU and bind GWC to the terms and conditions of the MOU.

#### **ARTICLE VII. FEDERAL LABOR STANDARDS PROVISIONS**

#### **U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF LABOR RELATIONS**

##### **Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a) (1) (ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit, which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

1. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any Sub-recipient the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee

or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or Sub-recipient to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

2. **(i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I (b) (2) (B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a) (1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii)**

**(a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a) (3) (i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014- 1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a “Statement of Compliance”, signed by the contractor or Sub-recipient his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1)** That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;
- (2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(4) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(5) The falsification of any of the above certifications may subject the contractor or Sub-recipient to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(6) The contractor or Sub-recipient shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or Sub-recipient fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

### **3. Apprentices and Trainees.**

**a. Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**b. Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the

predetermined

rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**c. Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**4. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**5. Subcontracts.** The contractor or Sub-recipient will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any Sub-recipient lower tier Sub-recipient with all the contract clauses in this paragraph.

**6. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a Sub-recipient as provided in 29 CFR 5.12.

**7. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the DavisBacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**8. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**(i) Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18

U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., “Federal Housing Administration transactions”, provides in part: “Whoever, for the purpose of . . . influencing in any way the action of such Administration makes, utters or publishes any statement knowing the same to be false. shall be fined not more than \$5,000.00 or imprisoned not more than two years, or both.”

**9. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any Sub-recipient because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**10. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000.00. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

- **Overtime requirements.** No contractor or Sub-recipient contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

- **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any Sub-recipient responsible therefore shall be liable for the unpaid wages. In addition, such contractor and Subrecipient shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

- **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or Sub-recipient under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or Sub-recipient for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

- **Subcontracts.** The contractor or Sub-recipient shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any Sub-recipient or lower tier Sub- recipient with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**11. Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.00.

- a. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

b. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

c. The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

#### **ARTICLE VIII. NOTICES**

For purposes of this MOU, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

**To Fulton County:**

Fulton County Department of Community Development  
137 Peachtree Street  
Atlanta, Georgia 30303

**Copy to:**

Office of the County Manager  
141 Pryor Street, Suite 10062 Atlanta,  
Georgia 30303

**Copy To:**

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

**Copy To:**

24/7 Gateway, LLC (GWC)  
Raphael Holloway CEO  
275 Pryor Street SW  
Atlanta, GA 30303

**[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU through their duly authorized officers on the day and year first written above.

**FULTON COUNTY, GEORGIA**

**24/7 Gateway, LLC**

**Approved:**

**Approved:**

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

\_\_\_\_\_  
**Raphael Holloway**  
**Chief Executive Officer**

**Attest:**

**Attest:**

\_\_\_\_\_  
**Tonya R. Grier**  
**Clerk to the Board of Commissioners**

\_\_\_\_\_  
**(Affix Corporate Seal)**

**Approved as to Content:**

\_\_\_\_\_  
**Stanley Wilson, Director**  
**Department of Community Development**

**Approved as to Form:**

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

**ATTACHMENT A: BUDGET**

**ATTACHMENT B: PERFORMANCE**

**Gateway September 1, 2024 through June 30, 2025, Performance**  
**(Current contract ends on August 30, 2025)**

Performance Metric	Total Served
<b>Walkins in North Fulton (These include those who got enrolled in CE and who did not get enrolled in CE)</b>	57
<b>Walkin in South Fulton (These include those who got enrolled in CE and who did not get enrolled in CE)</b>	124
<b>Total number of households assessed</b>	245
•Assessed in North Fulton (households)	94
•Note, duplicate information included in total number assessed	
•Assessed in South Fulton (households)	151
•Note, duplicate information included in total number assessed	
•Total number of youths assessed.	13
•Note, duplicate information included in total number assessed.	
•Total number of unsheltered assessed.	134
•Note, duplicate information included in total number assessed.	
•Total number of families assessed.	132
•Note, duplicate information included in total number assessed.	
•Number of clients that were assessed and chronically homeless.	16
•Note, duplicate information included in total number assessed.	
<b>Total number of households matched</b>	7
<b>Total number of households housed</b>	39
<b>Total number of referrals made to housing and other services (Duplicated)</b>	1024
<b>Total number enrolled in Fulton CE (entire household)</b>	635
<b>Total number that were not enrolled in CE but were assisted (Head of Household- HOH)</b>	548
<b>Total number referred to Balance of State COC</b>	29
<b>Total number referred to Cobb COC</b>	9
<b>Total number referred to COA COC</b>	129
<b>Total number referred to Dekalb COC</b>	33
<b>Total number referred to Gwinnett COC</b>	6
<b>Total number referred to Clayton COC</b>	29
<b>Number of diversion screening assessments accomplished through CES</b>	233

v

Line Item	Fulton County CIAS Grant
Personnel	346,764.00
Travel	12,761.10
Equipment	3,000.00
Supplies/Assistance	36,131.90
Indirect Cost	0.00
<b>Total</b>	<b>398,657.00</b>

Line Item	Budget
<b>Personnel Cost</b>	
<b>Salaries</b>	
30% Director of Residential Services	24,300.00
CE Supervisor/Outreach	60,000.00
Coordinated Entry Specialist	50,000.00
Coordinated Entry Specialist	50,000.00
CE Outreach Worker	50,000.00
CE Outreach Worker	
<b>Salaries Subtotal</b>	<b>234,300.00</b>
<b>Fringe</b>	
Fringe Benefits (actual costs)	112,464.00
<b>Fringe Subtotal</b>	<b>112,464.00</b>
<b>Personnel Cost</b>	<b>346,764.00</b>
<b>Travel</b>	
Mileage 1450/mo. at \$.70/mile	12,180.00
Parking @ Main Site pd through payroll	581.10
<b>Travel</b>	<b>12,761.10</b>
<b>Equipment</b>	
2 Laptops @ \$1500/each	3,000.00
<b>Equipment</b>	<b>3,000.00</b>
<b>Supplies</b>	
Office Supplies	1,200.00
Phone/Internet Service	3,690.00
Program Supplies/Client Assistance	27,241.90
EMSTAR - Evaluation	
Apricot	4,000.00
<b>Supplies</b>	<b>36,131.90</b>
<b>Indirect Cost</b>	
Indirect Fees (10%)	
<b>Indirect Cost</b>	<b>0.00</b>
<b>Total</b>	<b>398,657.00</b>





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0592

Meeting Date: 8/20/2025

### Department

Public Works

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

Request approval of a Service Account Agreement Letter - Department of Public Works, Drinking Water Laboratory, and Related Services in the amount not to exceed \$30,000.00 from the State of Georgia / DNR - Environmental Protection Division (EPD) (Atlanta, GA), to provide drinking water laboratory and related services for the contract period effective from July 1, 2025, to June 30, 2026. Effective upon BOC approval.

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

Under FCC Sec. 1-117, the Board of Commissioners may “exercise such other powers as are granted by law or are indispensable to their jurisdiction over county matters.” In addition, under O.C.G.A § 36-10-1, contracts entered into by a county governing authority shall be in writing and spread upon the minutes.

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

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

No

**Summary & Background:** The Department of Public Works recommends approval of this agreement and continued participation in this program.

**Scope of Work:** Regular laboratory testing of the drinking water provided by Fulton County to customers in the North Fulton service area is required as a condition of Fulton County’s Permit to

Operate a Public Community Water System (Permit #1210005). The State of Georgia Department of Natural Resources, Environmental Protection Division, Watershed Protection Branch Drinking Water Program offers laboratory testing and related services that are not otherwise readily available to drinking water utilities in the State of Georgia. Fulton County has traditionally been a participant in this program.

The Drinking Water Laboratory and Related Services letter contract period is from July 1, 2025, to June 30, 2026. The invoice received from the Environmental Protection Division is \$19,600.00, which includes a provision for a fee increase if required, to provide drinking water laboratory and related services. Public Works is requesting approval of \$30,000.00, however, to cover any additional fees and to cover additional testing if needed. These services verify that the public water system complies with all the conditions in our Permit to Operate a Public Community Water System and comply with Georgia Rules for Safe Drinking Water, the Georgia Safe Drinking Water Act, and the U.S. Safe Drinking Water Act and Regulations.

This laboratory services contract offers Fulton County compliance assistance by providing scheduling, analytical testing, and reporting on the water system's behalf. Funding for this agreement has been budgeted by Public Works as part of the 2025 budget.

**Community Impact:** Testing by the Georgia EPD provides the community with enhanced confidence in the quality of drinking water provided to our customers. These testing services are provided for the service area of the North Fulton County Water System.

**Department Recommendation:** The Department of Public Works recommends approval of this letter contract and continued participation in this program.

**Project Implications:** These services are already planned for within the Department's budget, service provision, or operations.

**Community Issues/Concerns:** No issues or concerns have been raised concerning having the State perform these testing services for Fulton County.

**Department Issues/Concerns:** No issues or concerns have been raised by the Department regarding this letter contract.

### **Fiscal Impact / Funding Source**

#### **Funding Line 1:**

203-540-5453-1160

May 1, 2025

Dear Water System,

This notice informs you of changes to the drinking water laboratory services invoicing. Beginning in July 2025, invoices will be sent electronically only. We have decided to go paperless for many reasons, including administrative efficiency, cost savings, reduced environmental impacts, and postal system delays.

In anticipation of this change, we kindly request that you verify the contact information currently on file. You can do so at the Drinking Water Watch website, which is located at <https://gadinkingwater.net/DWWPUB/>. Please make sure we have a current email address on file for your water system for all contact types listed in the water system profile. If you need to update the information for your water system, please complete the Request to Change Water System Inventory or Laboratory Service form (enclosed). You can also obtain this form online at <https://epd.georgia.gov/forms-permits/watershed-protection-branch-forms-permits/drinking-water-forms>. Please email the completed form to your water system's assigned engineer (contact list enclosed). In the case of county and city water systems, where the contact person may change over time (for Example, the Mayor or City Clerk), you may want to consider changing the fiscal contact (FC) to "Accounts Payable" versus an actual name for financial emailing purposes only. Currently, only one financial contact can be listed.

We look forward to servicing you. If you have any questions regarding this change, please contact Donna Bunn at (770) 694-9051, Lydia Davis at (470) 524-2613, or [epdfinance@dnr.ga.gov](mailto:epdfinance@dnr.ga.gov).

Thank you,

EPD Finance Team



**ENVIRONMENTAL PROTECTION DIVISION**  
**DRINKING WATER INVOICE**

FIMS Account ID: 972  
 Customer Name: NORTH FULTON COUNTY  
 Water System ID: GA1210005  
 Invoice Number: DW-2026-003605

**Total Due : \$ 19,360.00**

**Bill To:**  
 NORTH FULTON COUNTY  
 BUSTILLOS, ADRIANA  
 11575 MAXWELL ROAD  
 ALPHARETTA, GA 30009

**Notification:**  
 Check Water System Information  
[gadrinkingwater.net](http://gadrinkingwater.net)  
**Account Information:**  
 TOTAL AMOUNT DUE ON **08/25/2025**

**BILLING SUMMARY**

Invoice Period	Invoice Date	Current Invoice Amount	Previous Balance	Adjustment	Amount Paid	Total Due
07/01/2025 - 06/30/2026	7/14/2025	\$ 19,360.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 19,360.00

**EXPLANATION OF CHARGES**

Population	TCR	Entry Point	Water System Type	Source Type	Analysis Type	Fee
434,517	2,160		C	SW	Chemical	\$ 19,360.00
<b>Total :</b>						\$ 19,360.00

**PAST DUE SUMMARY**

# of Days Past Due	Due	≤ 30	> 30 and ≤ 60	> 60 and ≤ 90	> 90 and ≤ 120	> 120
Past Due Amount	\$ 19,360.00	\$ 19,360.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Late Fee	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**PLEASE RETURN THIS PORTION OF YOUR INVOICE WITH YOUR PAYMENT.**

**MAKE CHECK(S) PAYABLE TO : EPD - Drinking Water Fees**

FIMS ACCOUNT ID	TOTAL DUE	INVOICE #
972	\$ 19,360.00	DW-2026-003605

<b>DUE DATE:</b>	08/25/2025
<b>TOTAL AMOUNT DUE:</b>	\$ 19,360.00
<b>TOTAL AMOUNT PAID:</b>	

NORTH FULTON COUNTY  
 BUSTILLOS, ADRIANA  
 11575 MAXWELL ROAD  
 ALPHARETTA, GA 30009

**MAIL PAYMENT TO:**  
 DRINKING WATER FEES  
 P.O. BOX 101788  
 ATLANTA, GA 30392



FIMS Account ID: 972  
 Customer Name: NORTH FULTON COUNTY  
 Water System ID: GA1210005  
 Invoice Number: DW-2026-003605

**Total Due :** \$ 19,360.00

**BILLING DETAIL**

Transaction Date	Transaction Type Description	Transaction Amount
7/10/2025	Past Due Balance	\$ 0.00
7/11/2025	Current Charges	\$ 19,360.00
<b>Total:</b>		\$ 19,360.00

If you have questions regarding your invoice, please contact the Branch most closely related to your fees at one of the numbers below:

**Air Protection Branch:** (404) 363-7000  
**Land Protection Branch:** (404) 657-8600  
**Watershed Protection Branch:** (404) 463-1511

You may also email [epdfinance@dnr.ga.gov](mailto:epdfinance@dnr.ga.gov) for billing questions or for technical assistance, you can visit <http://epd.georgia.gov/geos/contact-us> for program-specific contacts.

April 28, 2025

ADRIANA BUSTILLOS  
NORTH FULTON COUNTY  
WSID#GA1210005  
11575 MAXWELL RD  
ALPHARETTA, GA 30009

RE: Drinking Water Laboratory and Related Services

Dear Water System,

The Georgia Environmental Protection Division (EPD) will soon begin a new service period for Drinking Water Laboratory and Related Services. Service with the EPD laboratory automatically renews yearly unless a water system provides written notice of termination. You can review the Drinking Water Analysis Terms and Conditions, and other helpful information, on the EPD website: <https://epd.georgia.gov/forms-permits/watershed-protection-branch-forms-permits/drinking-water-forms>.

Drinking Water Fees for EPD laboratories are billed annually for laboratory services for the upcoming fiscal year. The invoices will be emailed in July 2025 for laboratory testing provided, starting July 1, 2025, through June 30, 2026. Owners will have thirty (30) business days from the invoice date to pay before a late penalty of 1.5% is applied to the account. This 1.5% late fee is also applied at sixty (60) and ninety (90) business days past due.

The Coliform/*E. coli* analyses are only available to public systems serving a population of up to 12,900 people. If your public water system exceeds the 12,900-population threshold, Coliform/*E. coli* testing will need to be performed by another certified laboratory, and the results provided to the EPD. You can visit the EPD's website using the link below to view the current "Laboratory Fee Schedules." The website provides the fees for the Chemical/*Cryptosporidium* and Coliform/*E. coli* laboratory testing. The fee schedules may be subject to price changes in future years.

For your convenience, annual fee payments can be made using Automated Clearing House (ACH) payment processing to automatically debit a checking or savings account through an electronic check transaction. To utilize this service, you must first "Create a new account" on the Georgia EPD's Online System (GEOS) at <https://geos.epd.georgia.gov/GA/GEOS/Public>. For step-by-step instructions on setting up a new account or making ACH electronic payments, please refer to the GEOS "System User Guide" on the GEOS homepage below the login. The "Pay Drinking Water Invoice" section of the User Guide contains those instructions. For your convenience, we have attached those instructions to this notice.

Please note that traditional payment options will still be available for those who prefer those methods. However, the EPD encourages customers to use this quick and easy ACH payment method. The EPD will continue to enhance its customer payment options and inform users as other options become available. Should you have any questions regarding payment options, please contact the EPD's Finance Department at [epdfinance@dnr.ga.gov](mailto:epdfinance@dnr.ga.gov) or (470) 524-2613.

The EPD is committed to keeping information about your water system as accurate as possible. Invoices generated in July of each year will be based on information the EPD has on record for your water system in the Drinking Water Watch during the preceding month. Please verify your information in the Drinking Water Watch: <http://gadrikingwater.net> before June 1. Review your water system details and water system facilities online. In addition to reviewing service connections, population served, sources of water, and water purchases, please review the point of contact information to ensure all names, addresses, phone numbers, and e-mail addresses are correct. County and city water systems, where the contact changes (for example, Mayor), may want to consider, for financial mailing purposes only, changing the contact to Accounts Payable versus an actual name.

If your water system information needs to be updated or you want to request a change to your EPD laboratory services (including termination), please complete and submit the Request to Change Water System Inventory or Laboratory Services Form to the appropriate EPD engineer. As mentioned above, any requested changes must be received by EPD no later than June 1<sup>st</sup> of each year to be reflected in the annual fees charged to your water system in the July invoice.

All Drinking Water Laboratory and Related Services documents and forms are available electronically at <http://epd.georgia.gov/drinking-water-forms> beneath the header "Drinking Water Laboratory Services."

Please contact your local EPD Drinking Water Engineer if you have any questions regarding the laboratory, account changes, water system information, or related services. The current Engineer Contact List is on the EPD's website: <https://epd.georgia.gov/watershed-protection-branch/drinking-water>.





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0593

Meeting Date: 8/20/2025

### Department

Public Works

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

Request approval to renew an existing contract - Department of Public Works, 23RFP139483K-DB, TSPLOST Program Management Services in an amount not to exceed \$118,000.00 with Goodwyn Mills Cawood, LLC (GMC), for program management services related to the Transportation Special Purpose Local Option Sales Tax (TSPLOST). This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026, through December 31, 2026.

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

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

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

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** Program management services provided by GMC include the preparation of reports and technical memorandum, conducting meetings, and following all necessary requirements to ensure Fulton County's compliance with state law. Since the fall of 2020, the TSPLOST program has been managed by the Department of Public Works with the assistance of a consultant to ensure compliance with state requirements while the individual cities manage the specific transportation improvement projects.

**Scope of Work:** The consultant will be responsible for the following work elements from the award of the contract through the end of the current TSPLOST Program.

- A. Capital Project Tracking
- B. Monthly Financial Distribution
- C. Citizen Oversight Council Meetings
- D. Annual audit of the TSPLOST Program
- E. Special Services, as necessary

**Community Impact:** There is no direct impact to the community with this program management contract. However, indirectly, the proper management of the TSPLOST program is necessary to meet all related state requirements.

**Department Recommendation:** The Department of Public Works recommends approval of this renewal.

**Project Implications:** Without proper TSPLOST program management, Fulton County may not be in compliance with the state requirements that allow for the collection of additional sales tax for transportation improvements.

**Community Issues/Concerns:** No community issues or concerns have been raised by the community to the Department of Public Works.

**Department Issues/Concerns:** The Department of Public Works does not have any concerns with the proposed scope of work presented by the consultant.

**Contract Modification:**

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0784	11/1/2023	\$118,000.00
1st Renewal	24-0555	9/4/2024	\$118,000.00
<b>2<sup>nd</sup> Renewal</b>			<b>\$118,000.00</b>
Total Revised Amount			\$354,000.00

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

**Total Contract Value: \$118,000.00**

**Contract Value: \$118,000.00**  
**Prime Vendor: Goodwyn, Mills and Cawood, LLC**  
**Prime Status: Non-Minority**  
**Location: Atlanta, GA**  
**County: Fulton County**  
**Prime Value: \$118,000.00 or 100.00%**

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Agenda Item No.: 25-0593

Meeting Date: 8/20/2025

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**Total Contract Value:** \$118,000.00 or 100.00%

**Total Certified Value:** \$0.00

### Exhibits Attached

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Contract Renewal Evaluation Form

Exhibit 3: Performance Evaluation

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

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

### Contract Attached

Yes

### Previous Contracts

Yes

### Total Contract Value

Original Approved Amount: \$236,000.00

Previous Adjustments: \$0.00

This Request: \$118,00.00

TOTAL: \$354,000.00

### Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

### Fiscal Impact / Funding Source

#### Funding Line 1:

308-540-5401-1160: TSPLOST, Public Works, Professional Services, \$118,000.00

Key Contract Terms	
Start Date: 1/1/2026	End Date: 12/31/2026

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**Agenda Item No.:** 25-0593

**Meeting Date:** 8/20/2025

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<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b> No options remain
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**Overall Contractor Performance Rating:** 100

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

Yes

**Report Period Start:**  
12/27/2024

**Report Period End:**  
3/26/2025



**CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT: Public Works**

**BID/RFP NUMBER: 23RFP139483K-DB**

**BID/RFP TITLE: TSPLOST PROGRAM MANAGEMENT SERVICES**

**ORIGINAL APPROVAL DATE: November 1, 2023**

**RENEWAL EFFECTIVE DATES: January 1, 2026 to December 31, 2026**

**RENEWAL OPTION #: 2 OF 2**

**NUMBER OF RENEWAL OPTIONS: 2**

**RENEWAL AMOUNT: \$118,000.00**

**COMPANY'S NAME: Goodwyn Mills Cawood (GMC)**

**ADDRESS: 6120 POWERS FERRY RD NW STE 350**

**CITY: ATLANTA**

**STATE: GA**

**ZIP: 30339**

**This Renewal Agreement No. 2 was approved by the Fulton County Board of**

**Commissioners on BOC DATE: \_\_\_\_\_ BOC NUMBER: \_\_\_\_\_**

**CERTIFICATE OF INSURANCE:** The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

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

**FULTON COUNTY, GEORGIA**

**Goodwyn Mills Cawood (GMC)**

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

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

**ATTEST:**

**ATTEST:**

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

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

(Affix County Seal)

(Affix Corporate Seal)

**AUTHORIZATION OF RENEWAL:**

**ATTEST:**

\_\_\_\_\_  
David E. Clark, P.E., Director  
Department of Public Works

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

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

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

(Affix Notary Seal)

ITEM#: _____ RM: _____	ITEM#: _____ 2 <sup>nd</sup> RM: _____
<b>REGULAR MEETING</b>	<b>SECOND REGULAR MEETING</b>

# **CERTIFICATE OF INSURANCE**

# Contract Renewal Evaluation Form

<b>Date:</b>	June 20, 2025
<b>Department:</b>	Public Works
<b>Contract Number:</b>	23RFP139483K-DB
<b>Contract Title:</b>	TSPLOST Program Management Services

**Instructions:**

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

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

**None, it is already a very low cost contract. Work is assigned to the consultant only when work is required (such as during the audit period or to review TSPLOST disturbances from DOR.**

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

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

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

**Explanation / Notes:**

Click here to enter text.

**Market Survey of other jurisdictions:**

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

Are they aware of any new vendors?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.	

**Explanation / Notes:**

Click here to enter text.

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

Reviewed the job title billing rates against other contracts currently in place for Fulton County System\$ **GMC's current billing rates are below most other on-call engineering contracts currently in place between Public Works and engineering firms.**

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

\$53,546.50

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

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

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

**Explanation / Notes:**

Click here to enter text.

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

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

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

Fulton County is required by the state code to provide TSPLOST program management.

## Performance Evaluation Details

<b>ID</b>	E11
<b>Project</b>	TSPLOST Program Management Services
<b>Project Number</b>	20RFP124470K-DB
<b>Supplier</b>	Goodwyn, Mills and Cawood, Inc.
<b>Supplier Project Contact</b>	Bryant Poole (preferred language: English)
<b>Performance Program</b>	Architectural and Engineering Services
<b>Evaluation Period</b>	12/27/2024 to 03/26/2025
<b>Effective Date</b>	03/31/2025
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	03/31/2025
<b>Expectations Meeting Date</b>	Not Specified
<b>Status</b>	Completed
<b>Publication Date</b>	03/31/2025 01:27 PM EDT
<b>Completion Date</b>	03/31/2025 01:27 PM EDT
<b>Evaluation Score</b>	100

### Related Documents

There are no documents associated with this Performance Evaluation

## OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

### PROJECT MANAGEMENT

20/20

Rating

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

Comments

*Not Specified*

### SCHEDULE

20/20

Rating

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

Comments

*Not Specified*

### QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

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

Comments

*Not Specified*

### TECHNICAL SUPPORT DURING CONSTRUCTION

20/20

Rating

**Outstanding:** Expedited and thorough review of Contractor submissions at all times.

Comments

*Not Specified*

### OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

**Outstanding:** Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

*Not Specified*

### GENERAL COMMENTS

Comments

Excellent close-out to 2024 with the advisory committee and public works directors. We are off to a good start for 2025.





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0594

**Meeting Date:** 8/20/2025

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### Department

Senior Services

### Requested Action

Request approval to amend the memorandum of understanding with Friends of Benson, Inc., a non-profit organization that supports multipurpose and adult day programming through fundraising efforts; authorize the Chairman or any other duly authorized official to execute the amended memorandum of understanding; and authorize the County Attorney to approve the amended memorandum as to form and make any necessary modifications thereto prior to execution.

### Requirement for Board Action

O.C.G.A. § 36-10-1 requires that all official contracts entered into by the County governing authority with other persons on behalf of the County shall be in writing and entered on its minutes.

### Strategic Priority Area related to this item

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

No

### Summary & Background

The partnership between Fulton County and the Friends of the Dorothy C. Benson Senior Multipurpose Complex, Inc. ("Friends of Benson"). Fulton County, through its Department of Senior Services, manages the Benson Senior Facility, which provides wellness, education, nutrition, and recreation programs for adults aged 55 and older. Friends of Benson plays a key role in supporting these services by raising funds and providing resources to enhance programming for senior

participants.

Originally established on May 15, 2018, and renewed in December 2023, the MOU outlined collaborative responsibilities, including facility rentals, fundraising, fund disbursement, and reporting. Section (1) of the MOU provides that variations and modifications of this MOU, or waivers of its provisions, will not be valid unless they are reduced to writing, signed by the parties' duly authorized representatives, and approved by the Board of Commissioners. The requested amendments to the Friends of Benson MOU would remove the management of facility rentals from the Friends of Benson and transfer full rental management responsibilities to the Fulton County Department of Senior Services. Accordingly, all references to Friends of Benson's rental authority have been removed, and Exhibit D, the Facility Rental Application and Agreement, has been stricken. All other provisions of the MOU remain in effect.

**Scope of Work:** The Benson Senior Facility provides services in the areas of wellness, fitness, socialization, nutrition, transportation, education and recreational activities for seniors over the age of 55 to age in place. The Friends of Benson support the recreational, intellectual, social, physical and health needs of senior citizens, primarily age 55 and over, and thereby enhance and extend the lives of senior citizens who participate in the programs by providing financial and other support through fundraising and other supporting activities. Amending the current Friends of Benson MOU to exclude rentals will help strengthen and clarify each partner's role and expectations.

**Community Impact:** The overall impact is Countywide, insuring that partnering with the Friends of organizations to enhance programming is in the best interests of the senior citizens in Fulton County.

**Department Recommendation:** Department recommends approval.

**Project Implications:** No Implications.

Community Issues/Concerns: No Community Issues.

**Department Issues/Concerns:** No Issues/Concerns.

## **Fiscal Impact / Funding Source**

### **Funding Line 1:**

Fiscally Neutral

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN  
FULTON COUNTY, GEORGIA AND FRIENDS OF THE DOROTHY C. BENSON SENIOR  
MULTIPURPOSE COMPLEX, INC.**

THIS FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (“Amendment”) is entered into as of the \_\_\_\_ day of July 2025, by and between FULTON COUNTY, GEORGIA (“Fulton County”) and FRIENDS OF THE DOROTHY C. BENSON SENIOR MULTIPURPOSE COMPLEX, INC., a non-profit corporation incorporated under the laws of the State of Georgia (“Friends of Benson”). Fulton County and Friends of Benson are each referred to as a “Party” and collectively, the “Parties”.

**WHEREAS**, Fulton County owns and maintains the Dorothy C. Benson Multipurpose Complex (“Benson Senior Facility”) and, through its Department of Senior Services, is responsible for the delivery, management, operation and oversight of its senior multipurpose programs and adult day care services and activities at the Benson Senior Facility; and

**WHEREAS**, the Friends of Benson supports the recreational, intellectual, social, physical and health needs of Fulton County’s senior citizens age 55 and over by providing financial and other support for programs at the Benson Senior Facility through fundraising and other activities as set forth in its organizational documents; and

**WHEREAS**, on May 16, 2018, the Board of Commissioners passed Resolution 18-0325 adopting a standard Form Memorandum of Understanding (“MOU”) between Fulton County and approved Friends groups that support Fulton County’s Senior Centers in order to create uniformity of obligations and ensure compliance with Fulton County policies; and

**WHEREAS**, through Resolution 18-0325, the Board of Commissioners also authorized the County Manager to execute the Form MOUs with the Friends groups supporting Senior Centers; and

**WHEREAS**, the Parties entered into that certain MOU dated May 15, 2018, by which the Parties agreed to terms for fundraising, rental of facilities, fund disbursement, distribution of vending machine proceeds, auditing, and reporting related to the Benson Senior Facility; and

**WHEREAS**, the MOU was renewed on December 20, 2023 (Item No. 23-0926) to commence upon its effective date of January 1, 2024, and continue for five (5) years, which is through December 31, 2028, unless earlier terminated; and

**WHEREAS**, Paragraph 7H. of the Form MOU authorizes Friends of Benson to manage rental of the Facilities at the Benson Senior Facility; and

**WHEREAS**, the Friends of Benson has determined that managing the rental of the Facilities at the Benson Senior Facility is no longer a viable decision; and

**WHEREAS**, the Board of Commissioners desires that the Friends of Benson no longer manage the rental of the Facilities at the Benson Senior Facility and instead desires that Fulton County manage such rentals; and

**WHEREAS**, Paragraph 1 of the Form MOU provides the following with respect to amendments to the MOU:

Variations and modifications of this MOU, or waivers of its provisions, will not be valid unless they are reduced to writing, signed by the parties' duly authorized representatives, and approved by the Board of Commissioners as provided herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Fulton County and the Friends of Benson agree as follows:

**Section 1.** The MOU with Friends of Benson is hereby amended to remove all references to the ability of Friends of Benson to manage rentals at the Benson Senior Facility and reflect that Fulton County, through its Department of Senior Services, shall now manage rentals at the Benson Senior Facility, as set forth in the attached Exhibit "A", which is incorporated herein by reference.

**Section 2.** Exhibit D to the MOU with Friends of Benson, Facility Rental Application and Agreement, is hereby stricken in its entirety.

**Section 3.** Except as modified by this First Amendment, all terms and conditions of the MOU with Friends of Benson shall remain in full force and effect

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

**FULTON COUNTY, GEORGIA**

**FRIENDS OF THE DOROTHY  
C. BENSON MULTIPURPOSE  
COMPLEX, INC.**

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

\_\_\_\_\_  
Robin Paisley, President, Friends of  
Benson, Inc.

ATTEST:

ATTEST:

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

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

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

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

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

APPROVED AS TO CONTENT:

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

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

\_\_\_\_\_  
Ladisa Onyiliogwu, Director Department  
of Senior Services

(Affix Notary Seal)

<b>ITEM#:</b> _____ <b>RCS:</b> _____ <b>RECESS MEETING</b>	<b>ITEM#:</b> _____ <b>RM:</b> _____ <b>REGULAR MEETING</b>
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**MEMORANDUM OF UNDERSTANDING BETWEEN FULTON  
COUNTY, GEORGIA, AND FRIENDS OF THE DOROTHY C. BENSON SENIOR  
MULTIPURPOSE COMPLEX, INC.**

**THIS MEMORANDUM OF UNDERSTANDING** ("MOU") is made and entered as of the 16th day of May, 2018, (the "Effective Date") by and between Fulton County, Georgia, a political subdivision of the State of Georgia (hereafter "the County"), acting through and on behalf of the Fulton County Department of Senior Services (hereafter "the Department") and the Friends of Dorothy C. Benson Senior Multipurpose Complex, Inc., a non-profit corporation incorporated under the laws of the State of Georgia ("Friends of Benson").

**WHEREAS**, the County owns and maintains the Dorothy C. Benson Senior Multipurpose Complex ("Benson Senior Complex") and, through the Department, is responsible for the delivery, management, operation and oversight of its senior multipurpose programs and adult day care services and activities at the Benson Senior Complex; and

**WHEREAS**, the Friends of Benson supports the recreational, intellectual, social, physical and health needs of senior citizens, primarily age 55 and over, and thereby enhance and extend the lives of senior citizens who participate in the programs at the Dorothy C. Benson Senior Complex by providing financial and other support through fundraising and other supporting activities as set forth in its organizational documents; and

**WHEREAS**, the Friends of Benson is governed in accordance with State and Federal Law; and

**WHEREAS**, the Board of Commissioners has determined that working with Friends of Benson to enhance programming at the Benson Senior Complex is in the best interests of the senior citizens of Fulton County; and

**WHEREAS**, the Board of Commissioners has determined that Fulton County ~~Friends of Benson could~~ **shall** manage the rental of Benson Senior Complex facilities to generate funds ~~that the Friends of Benson would then be required to use~~ to support and enhance programs at the Benson Senior Complex; and

**WHEREAS**, the Board of Commissioners determined that Friends of Benson could use the revenue from vending machines at Benson Senior Complex to support and enhance programs at the Benson Senior Complex; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

- (1) *Purpose*. This MOU and any attached addenda or exhibits are intended to clarify the relationship between the County, acting through the Department; and the Friends of Benson. This MOU is intended to reflect the final expression of the intent and agreement

between the parties and to reduce the parties' previous discussions, understandings, and agreements, both written and verbal, into a single MOU. Variations and modifications of this MOU, or waivers of its provisions, will not be valid unless they are reduced to writing, signed by the parties' duly authorized representatives, and approved by the Board of Commissioners as provided herein.

- (2) Designated Liaisons. The County, through the Department, and the Friends of Benson shall designate annually, by January 31<sup>st</sup> of each year, (in writing, by name, title, email address, and telephone number), their respective liaisons to serve as their main points of contact. The initial liaison for the County ("Department Liaison") will be **Ladisa Onyiliogwu Pamela Roshell**, Director, Fulton County Department of Senior Services, 137 Peachtree Street, Atlanta, GA 30303, (404) **281-4042 612-1243**, **Ladisa.Onyiliogwupamela.roshell@fultoncountyga.gov**. The liaisons for the Friends of Benson ("Friends Liaison") and the Department Liaison are responsible for fostering a close working relationship in the carrying out of, and the implementation of, each party's responsibilities and obligations under this MOU.
- (3) Annual Plans. In order to coordinate the needs of the programs and activities of the Benson Senior Complex and the contributions of Friends of Benson to support and enhance the programs and activities during the term of this MOU and any extension hereof, the Friends Liaison and Department Liaison shall meet and confer to arrive at a joint Annual Plan reflecting the needs and preferences of the Department and the management of the Benson Senior Complex and the activities and projected resources that the Friends of Benson is willing to undertake. The Department and Benson Senior Complex management will provide to Friends of Benson an Annual Plan for the Benson Senior Complex by December 31 of each year. Then, the Friends of Benson will take the Annual Plan for the Benson Senior Complex into consideration when formulating its Annual Plan of activities (*e.g.*, fundraising activities, gifts, donations, volunteer services and other in-kind contributions, projected income and disbursements, etc.) that the Friends of Benson intends to conduct or projects that it will provide during the upcoming year to support and enhance the life experiences of the senior citizens and the facility, programs, and services provided by the Department through the Benson Senior Complex for the benefit of the residents of Fulton County. The Annual Plan of the Friends of Benson will be provided to the Department on or before February 28, and the Joint Annual Plan will be determined by the Liaisons by March 31 of each year of the initial term and renewal term.
- (4) Term. This MOU shall commence upon its Effective Date and shall continue for five (5) years, which is through December 31, 2028.
- (5) Acceptance of Donations, Gifts or In-Kind Contributions: As provided herein, the Fulton County Board of Commissioners hereby approves and accepts donations, gifts and in-kind contributions, of any kind, in any form, offered by the Friends of Benson to Fulton County through the Benson Senior Complex; provided, however, that all donations, gifts and in-kind

contributions valued in excess of \$1,000.00 shall be subject to the written approval and acceptance of the County Manager or his designee, upon the recommendation of the Benson Senior Complex manager and the Department Director, in accordance with the terms of this MOU and consistent with the overall aims, values and standards of Fulton County, and future maintenance costs, if applicable. If accepted pursuant to the terms of this MOU, the County's Risk Manager is authorized to procure applicable insurance as may be deemed appropriate. Notwithstanding any other provision herein to the contrary, the County Manager may seek Board of Commissioners' approval of any gift, donation or in-kind contribution prior to acceptance. Whenever Friends of Benson contemplates making gifts or donations to the County on behalf of the Benson Senior Complex that are valued at more than \$1,000.00, the Friends of Benson shall ensure that a form substantially the same as that attached hereto as Exhibit "A" is completed as soon as practicable to document the intent to provide the gift or donation, the recommendations of the Benson Senior Complex management and the Department, and the approval and acceptance by the County Manager. Gifts and donations made to the County on behalf of the Benson Senior Complex and valued at less than \$1,000.00 are to be recorded on a form substantially the same as that attached hereto as Exhibit "B" and acknowledged by the Benson Senior Complex Manager and the Department Director or the Director's designee. Nothing herein shall prevent Fulton County from refusing any donation, gift or in-kind contribution from Friends of Benson.

(6) Use of County Name or Logo. The Friends of Benson is only authorized to use the County's name (including the name of a County facility or building), or logo to carry out the obligations and activities described in this MOU. Any other use is prohibited.

(7) Fundraising activities - General Premise: Friends of Benson agrees that all funds, donations, gifts and other supports that it solicits, collects, or raises through ~~facility rentals or any other~~ activities undertaken by the Friends of Benson using the name Friends of Benson or Benson Senior Complex shall be used solely for the benefit of the programs and activities of the Benson Senior Complex.

A. Friends of Benson agrees that it will not allow any person or entity or cause to utilize any donations made to benefit the programs of the Benson Senior Multipurpose Complex for other purposes.

B. Friends of Benson shall manage and staff its activities without the assistance of the County staff at the Benson Complex. Friends of Benson shall not permit County staff to participate in any of the fundraising activities of Friends of Benson without the express written approval of the County Manager. Approval will be granted only to perform part-time work during non-working hours and then only in the sole discretion of the County Manager. Such approval, when given, may be a blanket approval for named employees.

- C. In accordance with the policy of Fulton County as reflected in Resolution No. 95-1329, funds generated by Friends of Benson shall be used for the enhancement and expansion of senior services and shall not to be used to supplant the County's obligations to provide for ordinary expenses such as salaries, basic office equipment and office supplies. Under extraordinary circumstances, should an emergency occur that directly impacts the health or safety of the participants or their ability to enjoy a program or activity at the Benson Senior Complex, Friends of Benson may, on an emergency basis, provide goods or services that would ordinarily be provided by the County. It is expressly understood that whenever such a situation arises, the Department Liaison shall be notified immediately and in advance. Under such circumstances, Friends of Benson and the Benson Senior Complex management shall submit a completed Exhibit "C" to the Department Director.
- D. The County will not require Friends of Benson to provide any particular goods or services or to pay for any specific expense.
- E. The Friends of Benson agree to support programmatic activities at the Benson Senior Complex by using good faith efforts to provide financial and other support to the Benson Senior Complex. Examples of activities may include but are not limited to fundraising, rental of facility, vending machines, collection of out of county fees paid by non-resident participants, grants, bequests, sponsorships, and other income-producing activities, as determined by the Friends of Benson in conjunction with the Department Liaison and consistent with their Joint Annual Plan provided for in section 3 above.
- F. Sponsorships which would require the name and/or logo of the sponsor in conjunction with reference to the Benson Senior Complex or Fulton County on published materials will in all instances be subject to prior approval by the County Manager. Decisions by the County Manager will be made within thirty (30) days of a request if the sponsorship supports an event or activity.
- ~~G. The County and the Friends hereby agree that all Facility rentals will be on substantially the same terms and conditions set forth in the Facility Rental Application and Agreement, in the form attached hereto as Exhibit "D" (the "Rental Agreement"), as such Rental Agreement is modified from time to time.~~
- H. Subject to the terms of this MOU, the County hereby authorizes the Friends of Benson to continue to manage rental of the Facilities at the Benson Senior Complex according to the fee schedule last adopted by the Board of Commissioners (January 1, 2016, Item No. 16-0027) and to use basic office space at the Benson Senior Complex. Funds acquired by the Friends of Benson as a result of this use of the

~~Facilities shall enhance and expand programs and activities offered at or by the Benson Senior Complex for its participants.~~

~~I. Rental of the Benson Senior Complex will be managed in-house by Fulton County through its Department of Senior Services.~~

J. Subject to the terms of this MOU, the County hereby authorizes the Friends of Benson to continue to utilize revenue from vending at the Benson Senior Complex to enhance and expand programs and activities offered at or by the Benson Senior Complex for its participants.

K. Subject to the terms of this MOU and approval of the Board of Commissioners, the County hereby authorizes the Friends of Benson to continue to utilize revenue from Out of County fees paid by non-resident participants at the Benson Senior Complex to enhance and expand programs offered at or by the Benson Senior Complex for its participants.

L. Subject to the terms of this MOU, the County hereby authorizes the Friends of Benson to continue to promote the Friends of Benson and to solicit contributions through the website of the Benson Senior Complex, if any.

(8) Tax-exempt status. The Friends of Benson shall be and remain, for the term of this MOU and any extension hereof, a duly authorized, tax-exempt entity pursuant to Section 501(c)(3) of the Internal Revenue Code.

(9) Compliance with applicable laws. The Friends of Benson agrees that at all times it is in possession any funds or other property that it solicited or raised for the benefit of Fulton County, or a County department, facility, program, or activity, such Friends Group shall remain in compliance with all federal and state laws and regulations pertaining to fundraising or other solicitation of any donations, gifts or in-kind contributions. Unless expressly provided by statute, regulation, court order, or express agreement of the parties, Friends of Benson will not be required to pay over to the County any sums of money held by Friends of Benson in reserve or in trust for the benefit of the senior citizens and the facility, programs, and services provided by or in partnership with the Department at the Benson Senior Complex.

(10) Recordkeeping and Annual Financial Reports. Friends of Benson agrees to maintain accurate records of income and expenditures and disposition of funds raised by Friends of Benson in accordance with good accounting practices. Friends of Benson agrees to provide an annual financial report such as that provided to potential donors, Form 990 return, and a detailed statement or other record of income and expenses by category of income/activity. These financial reports are intended to inform the discussion of the Department Liaison and the Friends Liaison about the success of the annual plan of the prior year and new goals for the

upcoming year for the parties' Joint Annual Plan. The Friends of Benson shall provide these financial reports to the County no later than June 15 following the end of the Friends of Benson's accounting period each year during the initial term and renewal term, if any.

- (11) Financial Management Review. The County's review of the financial management of funds raised by Friends of Benson in the name or for the benefit of the Dorothy C. Benson Senior Multipurpose Complex is an essential best practice to ensure that funds so raised are used solely to support and enhance the programs and activities of the Benson Senior Center. Friends of Benson agrees to permit the County to verify income and expenses at any time mutually agreeable to the parties or upon thirty (30) days' notice during the term of this MOU.
- (12) Meetings. The Friends of Benson agrees to provide notification of monthly meetings to the Department Liaison and a representative of the Department may attend monthly meetings of the Friends of Benson for the purpose of facilitating dialogue and receiving Departmental updates.
- (13) Insurance. The Friends of Benson agrees to secure insurance covering all services provided pursuant to this MOU based on the following: (i) Commercial General Liability (CGL) Insurance, with coverage limits of no less than \$300,000.00 per occurrence. The Certificate of Insurance shall list Fulton County Government as an Additional Insured under the Friends of Benson CGL Policy via attachment of an Additional Insured Endorsement form CG 2010 (11/85 version), its equivalent or on a blanket basis. ~~In addition, Friends of Benson shall have in effect an Events Rider and Liquor Liability Rider whenever liquor will be sold or served during an event with \$1,000,000.00 per occurrence policy limits and again naming Fulton County Government as an Additional Insured as set forth herein. Because the Rental Agreement attached as Exhibit C and referred to in Section 7(G), above, requires the party renting the facility to provide insurance coverage for Events and Liquor Liability in the amount of \$1,000,000.00 per occurrence naming Fulton County Government as an Additional Insured, Friends of Benson may, in lieu of providing its own Events and Liquor Liability Rider, substitute proof of the third party's insurance being in effect by providing a Certificate of Insurance with the Additional Insured Endorsement to the Fulton County Risk Manager Eldridge Morris [Eldridge.morris@fultoncountyga.gov](mailto:Eldridge.morris@fultoncountyga.gov) prior to the event. In all cases, the Additional Insured Endorsement must accompany the Certificate of Insurance.~~ The County's Risk Management Division may require additional proof of insurance, including but not limited to policy certificates and endorsements reasonably in accordance with the foregoing requirements. Friends of Benson shall notify Risk Management in writing in the event insurance is changed for any reason. The Friends of Benson agrees to keep the required general liability insurance coverage in force at all times during the term of this MOU and any extension hereof.
- (14) Fulton County Not Liable for Friends of Benson. Fulton County, its officials and employees shall not be liable for any acts or omissions committed by the Friends of Benson or any of the

Friends of Benson's officers, directors, members, contractors, agents, representatives, or volunteers.

- (15) Non-discrimination. All activities undertaken by the Friends of Benson shall be free of discrimination on the basis of race, color, sexual orientation, national origin, disability, religion, age, or sex.
- (16) Ethics. All County officers, officials, and employees must comply with the Fulton County Ethics Code in all of their conduct or dealing with the Friends of Benson. No Fulton County officials or employees will serve in a management function or leadership role with the Friends of Benson.
- (17) Non County Agents. The Friends of Benson acknowledges that its members and volunteers are not agents, employees, or representatives of Fulton County or any County department, program, or facility. Friends of Benson agrees that it shall not represent itself to any person or entity as an agent or representative of Fulton County. The Friends of Benson agrees that it shall not permit any Friends member or Friends volunteer to represent himself or herself to any person or entity as an agent, employee, or representative of Fulton County. Upon learning that any Friends member or volunteer has misrepresented his or her association with Fulton County, the Friends of Benson shall immediately report to the Department Liaison all details as they have been heard or observed. To the extent that a member of Friends of Benson is appointed to serve on a Board created by and for Fulton County, that member may identify him or herself as a member of such Board.
- (18) Notices. Any and all notices, permitted or required under this MOU shall be in writing, signed by the party giving such notice and shall be delivered personally, or sent by registered or certified mail, to the other party, at its address provided by the respective party's liaison. The date of personal delivery or the date of mailing, as the case may be, shall be the date of such notice.
- (19) No Assignment of MOU. Neither party shall attempt to make any purported assignment of this MOU, or any part thereof, or delegate the performance of any duties.
- (20) Suspension. The County, acting through the County Manager or his/her designee, shall have the right to suspend immediately the performance of the Friends of Benson under this MOU on an emergency basis or whenever necessary, in the opinion of County Manager or his/her designee, that suspension is necessary to avert a life threatening situation or other sufficiently serious risk to the County, any County asset or resource or those of its citizens.
- (21) Termination. This MOU may be terminated by either party prior to expiration of the term on the following conditions: (a) If the other party commits a material breach of the MOU and fails to cure said breach to the non-breaching party's reasonable satisfaction after receiving

thirty (30) days written notice; or (b) without cause, if the terminating party gives six (6) months prior written notice to the other party. Upon expiration of the term of this MOU or termination of the MOU, the parties shall, using good faith efforts, agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations.

- (22) Indemnification. The Friends of Benson agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents (the "Indemnitees"), from and against any and all losses, claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings or investigations in respect thereof and any reasonable costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such actions, proceeding or investigation), caused by or arising out of any act or omission by the Friends of Benson, its directors, officers, employees or agents at the Benson Senior Complex. Notwithstanding the foregoing, in no event shall the Friends of Benson be liable to indemnify the Indemnitees for consequential, special or punitive damages, or for any losses, claims, damages, liabilities, costs and expenses arising out of the willful misconduct or negligence of the Indemnitees.
- (23) Governing law. This MOU shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.
- (24) Severability. If any provision of this MOU shall be determined by any court having competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this MOU shall not be affected thereby, but shall continue in full force and effect as though such invalid, illegal, or unenforceable provision were not a part hereof.
- (25) Disputes. The parties shall make their best, good faith efforts to resolve any controversy or claim arising out of or relating to this MOU, or the breach thereof, through mediation.
- (26) Costs and Expenses. Unless otherwise provided in this MOU, each party shall bear all fees and expenses incurred in performing its obligations under this MOU.

**IN WITNESS WHEREOF**, the parties have set their hands and affixed their seals as of the date first written above.

**Fulton County, Georgia, on its own behalf and  
on the behalf of the Department of Senior  
Services**

---

Richard A. "Dick" Anderson

County Manager

**Attest:**

**Approved as to Form:**

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Tonya R. Grier  
Clerk to the Commission

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Y. Soo Jo  
County Attorney

[SEAL]

**Agreed as to Content:**

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Ladisa Onyiliogwu, Director  
Department of Senior Services

**Friends of Dorothy C. Benson Senior  
Multipurpose Complex, Inc.**

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Robin Paisley, President





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0595

Meeting Date: 8/20/2025

### Department

Senior Services

### Requested Action

Request approval of a Memorandum of Understanding (MOU) for the Fulton County Elder Abuse, Neglect, and Exploitation Enhanced Multidisciplinary Team (EMDT) on behalf of the Department of Senior Services and the Department of Emergency Management to participate in a multiagency, multi-partnered approach to assessment, investigation, prosecution, and review of abuse cases involving elder persons; authorize the Chairman or any other duly authorized official to execute the MOU on behalf of the department; and authorize the County Attorney to approve the standard form agreement as to form and substance and make necessary modifications thereof prior to execution.

### Requirement for Board Action

O.C.G.A. § 36-10-1 requires that all official contracts entered into by the County governing authority with other persons on behalf of the County shall be in writing and entered on its minutes.

### Strategic Priority Area related to this item

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

No

### Summary & Background:

The Fulton County EMDT MOU is a formal agreement between different multiple agencies and departments who collaborate to provide coordinated care and services to older adults. The Department of Senior Services is the county-based agency that provides home and community-based services to older adults residing in Fulton County. Employees of the Senior Services Department are mandated reporters. The Department of Emergency Management oversees Fulton

County Animal Control, managed by LifeLine Animal Project, which responds to reports of animal cruelty. Cases of animal cruelty frequently correlate with reports of elder abuse. Employees of the Emergency Management Department are also mandatory reporters.

**Scope of Work:** The MOU outlines the intentions, roles, and responsibilities of the parties involved. The Fulton County EMDT was founded in the State of Georgia pursuant to O.C.G.A. § 30-5-11. The purpose is to bring together prosecutors, law enforcement, governmental, regulatory, nonprofit, and social service organizations who assist, serve, investigate, or enforce state and federal laws with respect to the abuse, neglect, and exploitation of in cases of elder persons. The Senior Services and Emergency Management Departments' role in the Fulton County EMDT is to 1) Increase awareness of elder abuse, neglect, and exploitation and 2) Connect elder persons who have been victimized with supportive resources to aid in recovery and prevent future victimization.

**Community Impact:** The intent of the Fulton County EMDT is to impact the condition or experience of older adults facing abuse, neglect or exploitation. The Fulton County EMDT is designed to enhance knowledge, response and coordination of multidisciplinary teams involved and wholistically provide support and resources to the community.

**Department Recommendation:** The Department of Senior Services and the Department of Emergency Management recommend approval of this item.

**Project Implications:** N/A

**Community Issues/Concerns:** Seniors face the greatest risk of fraud and various forms of threats including cybersecurity attacks. The community is concerned about this issue and ever-evolving scams threatening older adults.

**Department Issues/Concerns:** The Departments are concerned about persistent threats targeting Fulton County's aging population and desire to work across agencies to address these concerns.

**Contract Modification:** N/A

## **Exhibits Attached**

1. EMDT MOU

## **Contact Information**

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

Joseph Barasoain, Director, Department of Emergency Management, 404-612-5660

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**Agenda Item No.:** 25-0595

**Meeting Date:** 8/20/2025

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**Fiscal Impact / Funding Source:** n/a (Fiscally Neutral)



FULTON COUNTY  
ENHANCED MULTIDISCIPLINARY TEAM  
MEMORANDUM OF UNDERSTANDING

**Purpose/Scope of Multidisciplinary Team**

Elder Abuse, Neglect, and Exploitation Enhanced Multidisciplinary Teams (EMDT) are a multiagency, multi-partnered approach to aid in the assessment, investigation, prosecution, and review of abuse cases involving elder persons. EMDT members work in collaboration to address systemic issues, review cases, and holistically address the needs of elder persons in the community. The Fulton County EMDT was founded in the State of Georgia pursuant to O.C.G.A. §30-5-11. The purpose of this team is to bring together prosecutors, law enforcement, governmental, regulatory, nonprofit, and social service organizations who assist, serve, investigate, or enforce state and federal laws with respect to the abuse, neglect, and exploitation of in cases of elder persons. The following are goals to be achieved by the EMDT:

1. Increase awareness of elder abuse, neglect, and exploitation;
2. Increase identification and reporting of elder abuse to authorities by both mandated reporters and the general population;
3. Improve cooperation and coordination between EMDT member agencies;
4. Assist in the prosecution of crimes against elder persons;
5. Improve investigations of crimes against elder person;
6. Dismantle unlicensed personal care homes where elder persons have been illegally housed or trafficked;
7. Engage in collaborative review of responses to improve policies and procedures in the notification of and response to abuse, neglect, and exploitation given local resources;
8. Protect the rights of elder persons under the law;
9. Connect elder persons who have been victimized with supportive resources to aid in recovery and prevent future victimization;
10. Any other goals/priorities raised as this EMDT matures

This EMDT shall operate under the basic procedures created by this EMDT and under the various related state laws, and under any such federal laws as might apply. The EMDT Coordinator shall

create protocol for the EMDT centered around efficient operation of business; such protocol may be amended or altered.

The full EMDT shall meet at least two (2) times per year, but may choose to meet with the whole team or with smaller created sub-groups or working groups at intervals chosen by the EMDT Coordinator. The EMDT may choose to create and operate sub-groups or working groups to create more effective and efficient use of the member groups' volunteer time, resources, and services.

### **Membership**

As selected by the EMDT Coordinator, invitations to join EMDT shall be offered to the following organizations; acceptance of invitation will be determined by executive of organization who then will select a representative(s) that works within the team:

1. The District Attorney or his/her designee;
2. Local/Regional Law Enforcement Agencies as follows:
  - a. Fulton County Sheriff's Office;
  - b. City of Atlanta Police Department;
  - c. Roswell Police Department;
  - d. Fulton County Police Department;
  - e. Sandy Springs Police Department;
  - f. South Fulton Police Department;
  - g. College Park Police Department;
  - h. Rockdale County Sheriff's Office
3. DHS Division of Aging Services
4. Georgia Office of the Attorney General
5. DCH Healthcare Facility Regulation;
6. Georgia Department of Behavioral Health and Developmental Disabilities;
7. Fulton County Probate Court
8. U.S. Securities and Exchange Commission
9. U.S. Attorney's Office for the Northern District of Georgia
10. Atlanta Regional Commission Area Agency on Aging
11. Wellstar Health System
12. GA Crime Victims Compensation
13. Atlanta Volunteer Lawyers Foundation
14. Fulton County Department of Senior Services
15. Fulton Center for Nursing and Healing
16. Polaris Senior Solutions
17. Rockdale County Sheriff's Office
18. Georgia State University: Byrdine F. Lewis College of Nursing and Health Professions
19. Fulton County Clerk of Superior and Magistrate Courts
20. Fulton County Department of Emergency Management

21. GA House of Representatives Committee on Defense & Veterans Affairs
22. GA House of Representatives Committee on Judicial Non-Civil
23. GA House of Representatives Committee on Human Relations & Aging
24. Georgia Ombudsmen

### **Confidentiality**

The EMDT, all EMDT members and any guests to EMDT meetings, agree to comply with all applicable state and federal law as well as this Memorandum of Understanding to maintain the confidentiality of all topics, records, personal identifiers, investigation plans and evidence surrounding allegations of abuse, neglect, or exploitation shared or discussed during EMDT meetings. Each collaborative partner and guests will abide by confidentiality regulations that are within their organization, agency, or supervising authority to the extent that such regulations do not run counter to state law. Each member agency does agree, by authorizing this Memorandum of Understanding, that all information is secured in case review meetings and will remain confidential and will not be used for reasons other than for the goals aforementioned above.

No material will be taken from the meeting with the case identifying information, except as allowed under the law in accordance with the rules of this EMDT.

If it is discovered that an EMDT member has inappropriately disclosed or used information learned from EMDT participation, the EMDT Coordinator and other chosen/elected officials of the EMDT shall vote on a punishment for that offense, ranging from a written reprimand/warning up to, and including, but not limited to, expulsion of that member from the EMDT, and referral for evaluation into whether criminal actions occurred.

### **Conflict of Interest**

The EMDT does not act out of partiality, familiarity, bias, concealment, jealousy, or bad faith. Any member with a history or connection to any party to a case must refrain from participating in any discussion about that case and shall be restricted from receiving or accessing any information about that case.

1. All members must agree to recuse themselves from any group meeting or discussion if the accused, victim, or other named individual important to the case is any of the following:
  - a. Family member by marriage or blood to the 2nd degree;
  - b. Business partner or associate;
  - c. Regular or frequent business client;
  - d. Residential neighbor;
  - e. Known well to that member by close interactions in social organizations, church, or religious organizations, or other social group; or
  - f. Friendly acquaintance.

2. Upon receipt of the cases to be discussed at the next EMDT meeting, the member representative must inform the EMDT Coordinator of any known conflict as soon as a conflict is detected. That member must refrain from participation in, at least, any discussion involving the case for which there is a conflict and may have to miss that EMDT meeting altogether. The member organization may send an alternate member, if the conflict is of a personal and not organizational nature.

a. If the member or member organization is uncertain if there is an actual conflict, it is strongly recommended that they disclose any known details of the potential conflict to the EMDT Coordinator who will determine as to whether that member or member organization can participate in that particular case discussion.

3. If any member or member organization fails to disclose a conflict of interest, the EMT Coordinator and other chosen/elected officials of the EMDT shall vote on a punishment for that offense, ranging from written reprimand/warning to, including, but not limited to, expulsion of that member from the EMDT, expulsion of that member organization from the EMDT, and referral for evaluation into whether criminal actions occurred.

### **Authorized Signatures**

By the names affixed hereto, the undersigned agree to abide by all the terms of the Memorandum of Understanding for this Adult Abuse, Neglect, and Exploitation Enhanced Multidisciplinary Team. This agreement shall either expire or be renewed five (5) years from the date signed.

The EMDT Coordinator may invite additional members to the EMDT if doing so fits within the mission of the EMDT. New members will be required to acknowledge their agreement to the requirements of this Memorandum of Understanding the same as charter members.

Should agency heads change during this time, or new members to the EMDT be added, an addendum page with the appropriate signature only will be added, and this document will stand as the original. The signing of this Memorandum of Understanding signifies the respective agencies commitment to the continued support and involvement of each agency listed in providing comprehensive services to disabled and elderly victims of crime in Fulton County through active involvement in the Fulton County Enhanced Multidisciplinary Team.

IN WITNESS WHEREOF, each party, by its respective officers authorized so to do, has executed this Memorandum of Understanding.

\_\_\_\_\_  
Fulton County District Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
DHS Division of Aging Services

Date: \_\_\_\_\_

\_\_\_\_\_  
Fulton County Sheriff's Office

Date: \_\_\_\_\_

\_\_\_\_\_  
City of Atlanta Police Department

Date: \_\_\_\_\_

\_\_\_\_\_  
Roswell Police Department

Date: \_\_\_\_\_

\_\_\_\_\_  
Sandy Springs Police Department

Date: \_\_\_\_\_

\_\_\_\_\_  
South Fulton Police Department

Date: \_\_\_\_\_

\_\_\_\_\_  
College Park Police Department

Date: \_\_\_\_\_

\_\_\_\_\_  
Georgia Office of the Attorney General

Date: \_\_\_\_\_

\_\_\_\_\_  
DCH Healthcare Facility Regulation

Date: \_\_\_\_\_

\_\_\_\_\_  
Georgia Department of Behavioral Health and Developmental Disabilities

Date: \_\_\_\_\_

\_\_\_\_\_  
Fulton County Probate Court

Date: \_\_\_\_\_

\_\_\_\_\_  
U.S. Securities and Exchange Commission

Date: \_\_\_\_\_

\_\_\_\_\_  
U.S. Attorney's Office for the Northern District of Georgia

Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Atlanta Regional Commission Area Agency on Aging

\_\_\_\_\_ Date: \_\_\_\_\_

Wellstar Health System

\_\_\_\_\_ Date: \_\_\_\_\_

GA Crime Victims Compensation

\_\_\_\_\_ Date: \_\_\_\_\_

Atlanta Volunteer Lawyers Foundation

\_\_\_\_\_ Date: \_\_\_\_\_

Fulton County Department of Senior Services

\_\_\_\_\_ Date: \_\_\_\_\_

Fulton Center for Nursing and Healing

\_\_\_\_\_ Date: \_\_\_\_\_

Polaris Senior Solutions

\_\_\_\_\_ Date: \_\_\_\_\_

Rockdale County Sheriff's Office

\_\_\_\_\_ Date: \_\_\_\_\_

Georgia State University: Byrdine F. Lewis College of Nursing and Health Professions

\_\_\_\_\_ Date: \_\_\_\_\_

Fulton County Clerk of Superior and Magistrate Courts

\_\_\_\_\_ Date: \_\_\_\_\_

Fulton County Department of Emergency Management

\_\_\_\_\_ Date: \_\_\_\_\_

GA House of Representatives Committee on Defense & Veterans Affairs

\_\_\_\_\_ Date: \_\_\_\_\_

Ombudsmen

\_\_\_\_\_ Date: \_\_\_\_\_

GA House of Representatives Committee on Judicial Non-Civil

\_\_\_\_\_ Date: \_\_\_\_\_

GA House of Representatives Committee on Human Relations & Aging

**Fulton County Office of the District Attorney**

\_\_\_\_\_ Date: \_\_\_\_\_  
Fani Willis, District Attorney

**Fulton County Department of Senior Services**

\_\_\_\_\_ Date: \_\_\_\_\_  
Rob Pitts, Chairman

**Fulton County Department of Emergency Management**

\_\_\_\_\_ Date: \_\_\_\_\_  
Rob Pitts, Chairman

**City of Atlanta Police Department**

\_\_\_\_\_ Date: \_\_\_\_\_  
Darin Schierbaum, Chief of Police

**Fulton County Probate Court**

\_\_\_\_\_ Date: \_\_\_\_\_  
Kenya M. Johnson, Chief Judge

**GA Department of Human Services Division of Aging Services – Adult Protective Services**

\_\_\_\_\_ Date: \_\_\_\_\_  
Candice L. Boyce, Commissioner of the Department of Human Services.

**LiveSafe Resources**

\_\_\_\_\_ Date: \_\_\_\_\_  
Raysa Figaro, Director of Programs

**Atlanta Legal Aid Society, Inc.**

\_\_\_\_\_ Date: \_\_\_\_\_  
Rita Sheffey, Executive Director  
**Roswell Police Department**

\_\_\_\_\_ Date: \_\_\_\_\_  
James W. Conroy, Chief of Police

**NNK 4 CommUNITY, Inc**

\_\_\_\_\_ Date: \_\_\_\_\_  
Dr. Nicole N. Benton, LPC, CCMHC, CMHIMP, CPCS, Director

**United States Attorney's Office, North District of Georgia**

\_\_\_\_\_  
Theodore S. Hertzberg, United States Attorney

Date: \_\_\_\_\_





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0596

**Meeting Date:** 8/20/2025

### Department

District Attorney

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

Request ratification of amended subaward agreement with Chris 180 and Fulton County District Attorney's Office agreements and authorization for signatures to assist in compliance with grant regulations for U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention, Community Based Violence Intervention and Prevention Initiative Grant, Grant Award No. 15PBJA-22-GG-04732-CVIP. In an amount not to exceed \$171,000.00.

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

Federal Grant Compliance

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

Justice and Safety

### Commission Districts Affected

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

### Is this a purchasing item?

No

### Summary & Background

As a part of DOJ's in-depth monitoring, it was discovered that although Memorandums of Understanding had been issued, there were no fully signed sub-award agreements as requested by OJJDP for these two awards (however, the sub-awardees continued to engage in programming activities and were compensated for their work). We followed up multiple times and were told that the sub-awards agreements are pending approval and signature by the Board of Commissioners. Further delay could hinder their ability to complete required federal grant monitoring and compliance activities (and close the Issue for Resolution noted in the monitoring report). We would greatly appreciate your support and assistance to help ensure the County of Fulton remains compliant with federal grant

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**Agenda Item No.:** 25-0596

**Meeting Date:** 8/20/2025

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requirements.

**Community Impact:** Loss of Community Based Violence Intervention and Prevention Initiative Grant Programming in Fulton County

**Department Recommendation:** APPROVE

**Fiscal Impact / Funding Source**

**Funding Line 1:**

461-480-CVIP-1160

**SUBAWARD AGREEMENT  
BETWEEN  
Chris 180  
AND  
Fulton County District Attorney's Office**

This is a Subaward agreement, also known as a subrecipient contract or memorandum of understanding, hereinafter "agreement" under a Federal assistance grant between (Sub-grantee) Chris 180, a non-profit corporation organized under the laws of the State of Georgia and registered as a non-profit corporation in the State of **Georgia**, and **Fulton County, Georgia** on behalf of **Fulton County District Attorney's Office**, (Awardee"), a government entity located at **136 Pryor Street SW, Atlanta, GA 30303**. The Fulton County District Attorney's office ("FCDAO") is the recipient of the Community Based Violence Intervention and Prevention Initiative Grant, Grant Award No. 15PBJA-22-GG-04732-CVIP, in the amount of \$2,000,000.00.

The total project budget under this Sub-grant agreement is **\$171,000.00**.

**A. PURPOSE OF THE SUB-GRANT**

- A.1 The purpose, goals and objectives of this award ("Sub-grant") to the Sub-grantee is to provide trauma-informed therapy groups and supportive services for youth, parents or guardians.
- A.2 This Sub-grant is issued to the Sub-grantee on the express condition that project activities and funds will be carried-out and administered in accordance with the terms and conditions as hereby set forth in this agreement and all its attachments, which includes the Mandatory Standard Provisions (**APPENDIX I**); and the Approved Project Budget (**ATTACHMENT II**). All attachments and appendices are incorporated herein and made a part of this Sub-grant Agreement.

**B. PERIOD OF SUB-GRANT AGREEMENT**

- B.1 This sub grant Agreement becomes effective on the date of signing and shall apply to commitments made by the Sub-grantee in furtherance of program objectives during the period commencing on July 12, 2023, and terminating no later than the completion date of **September 30, 2025**.
- B.2 All expenditures made with funds provided under this Sub-grant shall be for allowable program expenditures incurred during the period of this sub-grant.
- B.3 This agreement will automatically renew upon receipt of new award and stay in effect from term to term or until such time that both parties agree to execute a new contract.

**C. ORIGINATING SOURCE OF FUNDING**

- C.1 The originating source of these grant funds is the **U.S. Department of Justice**, Office of Juvenile Justice and Delinquency Prevention, Community Based Violence Intervention and Prevention Initiative Grant, Grant Award No. 15PBJA-22-GG-04732-CVIP.

- C.2 The originating grant period is from **October 1, 2022**, to **September 30, 2025**.
- C.3 The **Catalogue of Federal Domestic Assistance (CFDA)** number or Assistance Listing Number is:**16.045**

**D. AMOUNT OF SUB-GRANT AND PAYMENT**

- D.1 FCDAO, the pass-through entity makes an award to the subrecipient. Acting in the capacity of a pass-through entity under this Sub-grant agreement, will pay Sub-grantee up to a total of **\$171,000.00** (*one hundred seventy-one thousand dollars*) for the successful completion of services provided under this Sub-grant.
- D.2 It is anticipated that the amount obligated will be sufficient to cover project activities through the completion date. FCDAO shall not be liable for reimbursing the Sub-grantee for any costs in excess of the amount obligated or in excess of what is specifically and explicitly agreed to in this Sub-grant agreement.
- D.3 Payment will be made to Sub-grantee on a reimbursement basis. Reimbursement will only be made upon the timely receipt and acceptance of quarterly invoices (see **“Reporting”, Section F**) in a format established by or pre-approved by FCDAO. Funds will be made available before 90 working days after receipt of the invoices in accordance with the reporting provisions in **Section F**. No funds will be released until required program and monitoring reports are received and accepted.
- D.4 FCDAO reserves the right to withhold cash payment for any of the following:
- Sub-grantee failure to make progress towards the goals and objectives set forth in Attachment 1.
  - Sub-grantee default of or otherwise inability to adhere to the conditions or provisions of this agreement.
  - Sub-grantee inability to submit timely reports as described in this agreement.
- D.5 All payments to Sub-grantee will be made by Electronic Funds Transfer (EFT) payable to Chris 180 If alternative payment method is needed, Sub-grantee must notify FCDAO.

**E. SUB-GRANT MODIFICATIONS**

The following modifications require written approval from FCDAO:

- To change the scope of the project objectives and/or activities.
- To reallocate between budget lines items or between budget categories an amount greater than ten percent of the total Sub-grant award.
- To Sub-grant or contract any portion of this award to a third party.
- To hire a consultant at a rate not exceeding \$650 per 8-hour day.

**F. REPORTING**

**Financial Reporting**

- F.1 Sub-grantee shall maintain adequate records that clearly support the charges and expenditures incurred under this project. If requested by FCDAO, Sub-grantee may be required to send the supporting documentation to support claims made on the invoice. FCDAO may, at its discretion, request modification of any invoice or report when unallowable expenditures are incurred or charged to the Sub-grant, amend the schedule for reporting requirements, and/or require additional supporting documentation from the Sub-grantee as necessary.
- F.2 Sub-grantee shall prepare invoices on a monthly basis throughout the project period, according to the timetable below:

<b>Financial Reporting Period</b>	<b>Due Date</b>
October 1 – October 31	November 30
November 1 – November 30	December 31
December 1 – December 31	January 31
January 1 – January 31	February 28
February 1 – February 28	March 31
March 1 – March 31	April 30
April 1 – April 30	May 30
May 1 – May 31	June 30
June 1 – June 30	July 31
July 1 – July 31	August 31
August 1 – August 31	September 30
September 1 – September 30	October 31

- F.3 Invoices shall include at a minimum the following information:
- a. The beginning and end dates of the invoice period;
  - b. Expense detail for period (for cost reimbursement arrangements, this amount must equal the payment claim amount);
    - a. Itemized costs for personnel as well as fringe benefits.
    - b. Non-personnel costs itemized
  - c. Current invoice amount, as well as the cumulative amount paid under the Subaward at the invoice date;
  - d. Certification required by 2 CFR 200.415 (a).
- F.4 A final invoice under this Sub-grant must be provided to FCDAO, no later than September 15, 2025.

**Programmatic Reporting**

- F.5 Sub-grantee shall prepare written programmatic reports on a monthly basis throughout the project period, according to the timetable below:

<b>Narrative Reporting Period</b>	<b>Due Date</b>
July 1 – December 31	January 15
January 1 – June 30	July 15

- F.6 Programmatic reports should include the following information:
- a. Major activities, program highlights, and accomplishments during this period;
  - b. Challenges faced and issues encountered, including any deviations or departures from the original project plan;
  - c. Any issues or problems hindering the completion of project goals;
  - d. Significant findings and events.
- F.7 A final programmatic report under this Sub-grant must be provided to FCDAO no later than **September 15, 2025**.
- F.8 All required reports should be submitted to FCDAO according to the timetables indicated in this Agreement.
- F.9 FCDAO may, at its discretion, request other programmatic reports from Sub-grantee.

**G. SPECIAL AWARD CONDITIONS**

The Federal award special conditions are attached in Appendix II.

**H. MONITORING, EVALUATION AND SANCTIONS**

- H.1 As a part of its ongoing monitoring process, FCDAO will evaluate Sub-grantee progress and project goal attainment based on progress reports prepared by Sub-grantee and submitted to FCDAO, as well as through regular meetings and/or ongoing discussions with Sub-grantee project staff.

**I. SUB-AWARDS**

- I.1 No funds or other support provided hereunder to Sub-grantee may be subsequently passed on to any other entity in the form of a Sub-grant or contract without prior written approval from the FCDAO.
- I.2 Under the terms of this agreement the Sub-grantee, has no direct relationship with the Federal donor agency identified above in **Section C.1** regarding any matter related to this project or agreement. Sub-grantee must direct all notices, requests, and other communication relating to this Sub-grant agreement to FCDAO at the address specified in **Section L.1**.

**J. DOMICILE**

- J.1 The following addresses are the *primary point of contact* in respect to any notice which may arise out of or in connection with this Sub-grant:

Name and Title:	Cati Stone, President and CEO
Organization:	Chris 180
Street Name and Number:	1030 Fayetteville Rd SE
City, State and Zip:	Atlanta, GA 30316

Country:	United States
Telephone Number:	
Email Address:	

J.2 The **Awardee** provides the following as the *primary point of contact* in respect to any notice that may arise out of or in connection with this Sub-grant:

Name and Title:	Michele Henry, Grants Specialist
Organization:	Fulton County District Attorney
Street Name and Number:	136 Pryor St, Third Floor,
City, State and Zip:	Atlanta GA 30303
Country:	United States
Telephone Number:	
Email Address	Michele.Henry@fultoncountyga.gov

**K. REPRESENTATIONS AND WARRANTIES**

K.1 The Grantee and the Sub-Grantee shall be independent contractors and nothing herein shall be construed or implied to mean the establishment or existence of a partnership or joint venture between the parties, nor shall any party herein be construed to be employees, agents, or principals of the other party.

K.2 By signing this Agreement, all parties certify that the terms of conditions defined in this Agreement are accepted; that the Grantee and the Sub-Grantee are proper business entities permitted to do business; and that the individuals signing are competent parties authorized to enter into this Agreement on behalf of their respective agencies.

**Acknowledged and Accepted:**

By: Cati Stone  
Cati Stone, President and CEO  
Chris 180

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

Date: April 16, 2025

Date: \_\_\_\_\_

**ATTACHMENTS**

- I. Goals and Objectives
- II. Sub-grantee Approved Project Budget
- III. Anti-Prostitution Certification

**APPENDICES**

- I. Mandatory Standard Provisions
- II. Federal Award Special Conditions

## **ATTACHMENT I GOALS AND OBJECTIVES**

For children, emotional responses to violence such as sadness, fear, guilt develop, and without skills to address the emotions, anger and violence are a result leading the child to the criminal justice system. The overall goal of CVIPI is to prevent and reduce violent crime in communities by supporting comprehensive, evidence-based violence intervention and prevention programs. FCDAO reports youth defendants are usually associated with the following crimes: criminal damage to property, trespassing, burglary – first degree, theft by taking, theft by receiving stolen property, theft by shoplifting, forgery, issuing a bad check, and possession of marijuana. Our program and partners are focused on solutions for each child. By having staff leading case management to monitor these cases we better serve the child and prevent details from dropping through the cracks.

**ATTACHMENT II  
APPROVED PROJECT BUDGET**

Subrecipient Name (must match unique entity identifier name)	Chris 180
Subawardee Unique Entity Identification (UEI) number	YNC3N4K29TW7
Federal Award Identification Number (FAIN)	15PBJA-22-GG-04732-CVIP
Subaward grant Award Amount	\$171,000.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$171,000.00
Name of Contact Subrecipient Organization	Cati Stone
Name of Federal Awarding Agency	Office of Juvenile Justice and Delinquency Prevention
Name of pass-through entity	Fulton County Government

**ATTACHMENT III  
ANTI-PROSTITUTION CERTIFICATION**

**Information about the Certification Regarding Prostitution and Related Activities**

The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and which contribute to the phenomenon of trafficking in persons. Reducing the incidence of prostitution is therefore an inseparable part of the larger strategy of the U.S. to combat trafficking.

Section 7 of the Trafficking Victims Protection Reauthorization Act, 22 U.S.C. § 7110(g), provides that "No funds made available to carry out [the Act] may be used to promote, support, or advocate the legalization or practice of prostitution." It further provides that "No funds made available to carry out [the Act] may be used to implement any program . . . through any organization that has not stated in either a grant application, a grant agreement, or both, that it does not promote, support, or advocate the legalization or practice of prostitution." Therefore, organizations receiving ORR-administered Federal anti-trafficking funds must certify that they will not use the funds to promote, support or advocate the legalization or practice of prostitution.

**Certification Regarding Prostitution and Related Activities**

As an officer or other person authorized to bind the recipient organization of U.S. Government funds in connection with this grant award, I hereby make the following certification that is a prerequisite to the receipt of funds under this grant:

(1) Use of Funds Certification:

"I hereby certify that the recipient of the funds made available through this grant will not use such funds to promote, support, or advocate the legalization or practice of prostitution."

(2) Eligibility Certification:

\_\_\_\_ (i) Primary Eligibility Certification: "I certify that the organization does not promote, support, or advocate the legalization or practice of prostitution and will not promote, support, or advocate the legalization or practice of prostitution during the term of this grant. I further certify that the organization does not operate through any other organization or individual that supports, promotes, or advocates the legalization or practice of prostitution."

**Name of Recipient Organization:**

**By:** \_\_\_\_\_  
**Printed Name:** Robert L. Pitts, Chairman  
**Title:** Fulton County Board of Commissioners

**Date:** \_\_\_\_\_

## APPENDIX I

### MANDATORY STANDARD PROVISIONS For Sub-Grants with U.S.-Based Non-Profits

#### 1. ACCOUNTING, INSPECTION, RECORD RETENTION, and AUDITING

- 1.1 Sub-grantee shall maintain books, records, documents and other evidence relating to the project in accordance with Generally Accepted Accounting Principles (GAAP) to sufficiently substantiate expenditures charged to this Sub-grant, as well as any reported cash or contributions in-kind cost share or matching requirement. Accounting records that are supported by documentation will at a minimum be adequate to clearly support all transactions incurred under the Sub-grant, all cost of the project supplied by other sources, and the overall progress of the project.
- 1.2 Federal regulation requires that recipients of federal assistance funds retain financial and programmatic records, supporting documents, statistical records, and all other records that are required by the terms of a grant, or may reasonably be considered pertinent to a grant, for a **period of three (3) years** from the date of the final financial statement report that includes expenditures from this Sub-grant. These records may be subject to an audit by the Federal donor agency, and/or their representatives. All records shall be maintained for such longer period, if any, as is required to complete an audit, to resolve all questions concerning expenditures unless approval has been obtained to dispose of the records.
- 1.3 If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until litigation, claims or audit findings involving the records has been resolved.
- 1.4 Sub-grantee agrees that it shall have annually either an organizational audit of Federal funds or a program specific audit of the funds provided under this Sub-grant as well as the financial statements of the organization as a whole, in accordance with OMB Circular A-133 Audit Guidelines. The audit shall be a financial audit performed in accordance with the Government Audit Standards issued by the Comptroller of the United States.
- 1.5 Sub-grantee certifies that complies with the Uniform Guidance, and will provide notice of completion of required audits and any adverse findings which impact this subaward as required by parts 200.501-200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.
- 1.6 FCDAO reserves the right to conduct a Sub-grant project audit (Financial and Programmatic) during the project term. Refusal to participate in an audit will delay or cancel fund allocations.
- 1.7 The Sub-grantee is expected to take reasonable care that systems are in place to ensure funds expended under this award are used for the purposes described in the sub-award and can be properly accounted for.

#### 2. TERMINATION AND SUSPENSION

- 2.1 FCDAO may suspend or terminate this award at any time, in whole or in part, if and when it is determined that the Sub-grantee has materially failed to comply with the terms and conditions of the grant.
- 2.2 FCDAO may terminate this award at any time if funding is no longer available for the grants program, or if the federal donor agency unilaterally terminates the program due to extraordinary circumstances.
- 2.3 In the event of termination and/or suspension of Sub-grant Agreement, Sub-grantee will be notified in writing within 15 days prior to the effective termination or suspension date. Upon notification, Sub-grantee shall take immediate action to minimize all expenditures against the Sub-grant.
- 2.4 In the event of termination for non-compliance with the terms of this Agreement, the Sub-grantee may be subject to other legal or administrative remedies, as appropriate.
- 2.5 No expenses can be charged against the grant after the effective date of termination.

### **3. DISPUTES**

- 3.1 FCDAO management staff shall consult with the Federal donor agency to determine the best course of action regarding any disputes that arise under this Sub-grant Agreement.
- 3.2 Sub-grantee has the right to appeal and shall be given an opportunity to be heard and to offer evidence in support of its appeal.
- 3.3 Any appeal made under this provision shall be made in writing. A copy of the appeal may be provided at the same time to the Federal donor agency Program Specialist.

### **4. PROHIBITION OF SUPPLANTING**

- 4.1 Sub-grantee shall use federal funds to supplement existing funds for program activities and may not replace (supplant) nonfederal funds that have been appropriated for the same purpose. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this Agreement, and civil and/or criminal penalties.

### **5. INSURANCE AND NON- LIABILITY**

- 5.1 The Sub-grantee shall maintain all appropriate insurance coverage during the period this agreement remains in effect.
- 5.2 The Sub-grantee shall hold FCDAO harmless for any loss or damage that may occur during transportation or delivery of project goods or services.
- 5.3 The Sub-grantee agrees to release, indemnify, and hold harmless FCDAO its officers, directors, employees, agents and its respective heirs, legal representatives, successors and assigns, from any and all claims, demands, liabilities, expenses (including reasonable attorney's fees and disbursements, court costs, judgments, settlements and fines) arising out of, resulting from, or in connection with the performance of this Agreement by the Sub-grantee

or a partner, agent or client of the Sub-grantee. This paragraph shall survive termination or expiration of this Agreement.

## **7. DEBARMENT AND SUSPENSION**

- 7.1 By signing this agreement, the Sub-grantee certifies that neither it nor its principals are presently debarred, suspended, ineligible, or voluntarily excluded from Federal Procurement or Non-procurement Programs.

## **8. COMPLIANCE WITH ANTI-TERRORISM CERTIFICATION**

- 8.1 Executive Order 13224 and the USA Patriot Act prohibits recipients of Federal funds from knowingly conducting business with, employing individuals from, or contributing funds to persons or entities associated with terrorist activities or support.
- 8.2 A recipient of Federal funds, either directly or through a pass-through arrangement, must certify that it will comply with the Anti-Terrorism Certification as a condition of receiving the funds.
- 8.3 By signing this agreement, the Sub-grantee certifies that, as of the date on which this agreement is executed, the Sub-grantee named in this agreement does not knowingly employ individuals or contribute funds to entities or persons on either the Department of Treasury's Office of Foreign Assets Control *Specially Designated Nationals List*, the *Terrorist Exclusion List*, or any other watch list produced by or recognized by the Federal government that may amend, supplement, or supersede any or all of the above mentioned lists.
- 8.4 Should any change in circumstances pertaining to this certification occur at any time, the Sub-grantee will notify FCDAO immediately.

## **9. CIVIL RIGHTS COMPLIANCE**

- 9.1 Sub-grantee shall comply with nondiscrimination requirements contained in various federal laws. If a court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability, or age against Sub-grantee after a due process hearing, the Sub-grantee agrees to forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.

## **10. LOBBYING**

- 10.1 Sub-grantee shall not use federal funds for lobbying and agrees to disclose any lobbying activities by submitting Standard Form–LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

## **11. FORCE MAJEURE**

- 11.1 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

## **12. AMENDMENT**

- 12.1 This Sub-grant Agreement may be amended, in writing, and by formal modifications to the basic Sub-grant document, after formal consultations and agreement between the pursuant parties to the agreement.

## **13. PROCUREMENT**

- 13.1 Recipients of Federal funds must abide by procurement standards and provisions as defined in 2 CFR Part 215.
- 13.2 All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflict of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurement. Awards shall be made to the bidder or offer that's bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered. Solicitations shall clearly establish all requirements that the bidder or offer must fulfill in order for the bid or offer to be evaluated by the recipient.
- 13.3 Any and all bids or offers may be rejected when it is in the recipients interests to do so.
- 13.4 The Sub-grantee will not use any grant funds towards capital expenses.

## **14. PROPERTY**

- 14.1 Any property procured through this agreement will remain vested with the Sub-grantee, unless the residual value is greater than or equal to \$5,000, in which case Sub-grantee must request disposition instructions. The Sub-grantee may request, in writing, that property greater than or equal to \$5,000 remain with the Sub-grantee, provided that adequate justification is supplied.
- 14.2 The Sub-grantee must take all reasonable actions to protect property purchased through the Sub-grant funds from being damaged or stolen.
- 14.3 Sub-grantee shall ensure that any related promotional materials will acknowledge the Office of Justice Programs' financial contributions with the following statement in the designated acknowledgment section: "This project was made possible with funding provided by the Office of Justice Programs."
- 14.4 FCDAO shall at its discretion have full access to and usage of any materials, in complete or excerpted form, produced as a result of the funding granted under this Agreement. Possible uses include publication in FCDAO publications, on the FCDAO website, and in local and national events or education tools. Sub-grantee shall be accorded acknowledgment for any materials produced by the Sub-grant and used.

## **15. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

- 15.1 Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application the Sub-Grantee certifies that it will comply with the requirements of the Act.

## **16. OTHER PROVISIONS**

- 16.1 Unless otherwise indicated, the appropriate provisions of *Appendix A* in 28CFR-70 (for Sub-grants with source funding from DOJ), 22CFR-226 (for Sub-grants with source funding from USAID), 22CFR-145 (for Sub-grants with source funding from the DOS, or 45CFR-74 (for Sub-grants with source funding from DHHS) are adopted by reference. Other provisions applicable to this agreement are herein expressly stated.

## **17. GOVERNING LAW**

- 17.1 This Agreement shall be interpreted and construed according to, and governed by, the substantive laws of the State of Georgia, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in the Venue cited in the Agreement shall have jurisdiction to hear any dispute under this Agreement.

## APPENDIX II

### Federal Award Special Conditions

#### Special Conditions

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

2

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4

#### OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

5

#### Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6

#### Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

7

#### Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

10

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

11

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

12

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

13

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

15

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

17

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

18

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

### 3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

### 4. Rules of construction

#### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

#### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

#### Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to

prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control

and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

24

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

27

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

28

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as

appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

29

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

30

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

31

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

32

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

33

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

34

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

35

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

36

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

37

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

38

The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD\_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

40

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

41

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate

an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

43

Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

44

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

45

Within 90 days after the budget approval, the recipient must submit to BJA a Memorandum of Agreement (MOA) that outlines specific roles, responsibilities, and expectations of the fiscal agent, law enforcement agency (if not the fiscal agent), and the research partner or team. The MOA must be signed by the research partner or team and the designated officials within the fiscal agent and police department (if they are separate agencies). The grantee also agrees to notify BJA of any changes in the status or duties of the partners included in the MOA.

46

Recipient understands and agrees to report on the use and status of real property acquired, constructed, or improved under this award, throughout the useful life of the property or until the federal interest in the property ceases, whichever is shorter. Recipient further agrees to provide the required use and status reports on federal Standard Form 429 and accompanying addenda, as directed by OJP, in conformance with 2 C.F.R. 300.330. Recipient must submit its initial report not later than 90 days after completion of

the project or of grant close-out, whichever is earlier, and submit status reports annually, as directed. Additional information about this requirement may be found online at <https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/realpropertyfaq.pdf>.

47

The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$10,000 for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) have reviewed and approved the recipient's budget and budget narrative, and an Award Condition Modification (ACM) has been issued to remove this award condition.

48

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0597

Meeting Date: 8/20/2025

### Department

District Attorney

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

Requesting ratification of amended subaward agreement with the Atlanta Police Foundation and the Fulton County District Attorney's Office agreements and authorization for signatures to assist in compliance with grant regulations for 2020 Comprehensive Anti-Gang Programs for Youth Program Grant, Grant Award No. 2020-MU-MU-0022. In an amount not to exceed \$73,000.00.

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

Federal Grant Compliance

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

Justice and Safety

### Commission Districts Affected

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

### Is this a purchasing item?

No

### Summary & Background

As a part of DOJ's in-depth monitoring, it was discovered that although Memorandums of Understanding had been issued, there were no fully signed sub-award agreements as requested by OJJDP for these two awards (however, the sub-awardees continued to engage in programming activities and were compensated for their work). We followed up multiple times and were told that the sub-awards agreements are pending approval and signature by the Board of Commissioners. Further delay could hinder their ability to complete required federal grant monitoring and compliance activities (and close the Issue for Resolution noted in the monitoring report). We would greatly appreciate your support and assistance to help ensure the County of Fulton remains compliant with federal grant

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**Agenda Item No.:** 25-0597

**Meeting Date:** 8/20/2025

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requirements.

**Community Impact:** Loss of Anti-Gang Programming in Fulton County

**Department Recommendation:** APPROVE

### **Fiscal Impact / Funding Source**

**Funding Line 1:**

461-480-GP21-1160

**SUBAWARD AGREEMENT  
BETWEEN  
Atlanta Police Foundation  
AND  
Fulton County District Attorney's Office**

This is a Subaward agreement, also known as a subrecipient contract or memorandum of understanding, hereinafter "agreement" under a grant between (Sub-grantee) *Atlanta Police Foundaton* ("APF"), a non-profit corporation organized under the laws of the State of Georgia and registered as a non-profit corporation in the State of **Georgia**, and **Fulton County, Georgia** on behalf of **Fulton County District Attorney's Office**, (Awardee"), a government entity located at **136 Pryor Street SW, Atlanta, GA 30303**. The Fulton County District Attorney's office (FCDAO) is the recipient of the 2020 Comprehensive Anti-Gang Programs for Youth Program Grant, Grant Award No. 2020-MU-MU-0022, in the amount of \$488,594.00.

The total project budget under this Sub-grant agreement is **\$73,000.00**.

**A. PURPOSE OF THE SUB-GRANT**

- A.1 The purpose, goals and objectives of this award ("Sub-grant") to the Sub-grantee is to implement gang prevention, intervention, community engagement, and violence interruption strategies based on the Office of Juvenile Justice and Delinquency Prevention ("OJJDP") Comprehensive Gang Model. These strategies will dissuade youth from joining gangs and help them discontinue their involvement in gangs ("Participants").
- A.2 This Sub-grant is issued to the Sub-grantee on the express condition that project activities and funds will be carried-out and administered in accordance with the terms and conditions as hereby set forth in this agreement and all its attachments, which include the Mandatory Standard Provisions (**APPENDIX I**); and the Approved Project Budget (**ATTACHMENT II**). All attachments and appendices are incorporated herein and made a part of this Sub-grant Agreement.

**B. PERIOD OF SUB-GRANT AGREEMENT**

- B.1 This sub grant Agreement becomes effective on the date of signing and shall apply to commitments made by the Sub-grantee in furtherance of program objectives during the period commencing on **February 10, 2022**, and terminating no later than the completion date of **September 30, 2025**.
- B.2 All expenditures made with funds provided under this Sub-grant shall be for allowable program expenditures incurred during the period of this sub-grant.
- B.3 **This agreement will automatically renew upon receipt of new award and stay in effect from term to term or until such time that both parties agree to execute a new contract.**

**C. ORIGINATING SOURCE OF FUNDING**

- C.1 The originating source of these Federal assistance grant funds to the subrecipient is the **U.S. Department of Justice**, Office of Juvenile Justice and Delinquency Prevention, 2020 Comprehensive Anti-Gang Programs for Youth (“2020 CAGPFY”) Program Grant, Grant Award No. 2020-MU-MU-0022.
- C.2 The originating grant period is from **October 1, 2020**, to **September 30, 2025**.
- C.3 The **Catalogue of Federal Domestic Assistance (CFDA)** or Assistance Listing Number # number is: **16.123**,

#### **D. AMOUNT OF SUB-GRANT AND PAYMENT**

- D.1 FCDAO, the pass-through entity makes an award to the subrecipient. Acting in the capacity of a pass-through entity under this Sub-grant agreement, will pay Sub-grantee up to a total of \$73,000.00 for the successful completion of services provided under this Sub-award.
- D.2 It is anticipated that the amount obligated will be sufficient to cover project activities through the completion date. FCDAO shall not be liable for reimbursing the Sub-grantee for any costs in excess of the amount obligated or in excess of what is specifically and explicitly agreed to in this Sub-grant agreement.
- D.3 Payment will be made to Sub-grantee on a reimbursement basis. Reimbursement will only be made upon the timely receipt and acceptance of quarterly invoices (see “**Reporting**”, **Section F**) in a format established by or pre-approved by FCDAO. Funds will be made available before 90 working days of receipt of the invoices in accordance with the reporting provisions in **Section F**. No funds will be released until required program and monitoring reports are received and accepted.
- D.4 FCDAO reserves the right to withhold cash payment for any of the following:
- Sub-grantee failure to make progress towards the goals and objectives set forth in Attachment 1.
  - Sub-grantee default of or otherwise inability to adhere to the conditions or provisions of this agreement.
  - Sub-grantee inability to submit timely reports as described in this agreement.
- D.5 All payments to Sub-grantee will be made by Electronic Funds Transfer (EFT). If alternative payment method is needed, Sub-grantee must notify FCDAO..

#### **E. SUB-GRANT MODIFICATIONS**

The following modifications require written approval from FCDAO:

- To change the scope of the project objectives and/or activities.
- To reallocate between budget lines items or between budget categories an amount greater than ten percent of the total Sub-grant award.
- To Sub-grant or contract any portion of this award to a third party.
- To hire a consultant at a rate exceeding \$650 per 8-hour day.

**F. REPORTING**

**Financial Reporting**

- F.1 Sub-grantee shall maintain adequate records that clearly support the charges and expenditures incurred under this project. If requested by FCDAO, Sub-grantee may be required to send the supporting documentation to support claims made on the invoice. FCDAO may, at its discretion, request modification of any invoice or report when unallowable expenditures are incurred or charged to the Sub-grant, amend the schedule for reporting requirements, and/or require additional supporting documentation from the Sub-grantee as necessary.
- F.2 Sub-grantee shall prepare invoices on a monthly basis throughout the project period, according to the timetable below:

<b>Financial Reporting Period</b>	<b>Due Date</b>
October 1 – October 31	November 30
November 1 – November 30	December 31
December 1 – December 31	January 31
January 1 – January 31	February 28
February 1 – February 28	March 31
March 1– March 31	April 30
April 1 – April 30	May 30
May 1 – May 31	June 30
June 1 – June 30	July 31
July 1 – July 31	August 31
August 1 – August 31	September 30
September 1 –September 30	October 31

- F.3 Invoices shall include at a minimum the following information:
  - a. The beginning and end dates of the invoice period;
  - b. Expense detail for period (for cost reimbursement arrangements, this amount must equal the payment claim amount);
    - a. Itemized costs for personnel as well as fringe benefits.
    - b. Non-personnel costs itemized
  - c. Current invoice amount, as well as the cumulative amount paid under the Subaward at the invoice date;
  - d. Certification required by 2 CFR 200.415 (a).
- F.4 A final invoice under this Sub-grant must be provided to FCDAO, no later than September 15, 2025.

**Programmatic Reporting**

- F.5 Sub-grantee shall prepare written programmatic reports on a monthly basis throughout the project period, according to the timetable below:

<b>Narrative Reporting Period</b>	<b>Due Date to</b>
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July 1 – December 31	January 15
January 1 – June 30	July 15

F.6 Programmatic reports should include the following information:

- a. Major activities, program highlights, and accomplishments during this period;
- b. Challenges faced and issues encountered, including any deviations or departures from the original project plan;
- c. Any issues or problems hindering the completion of project goals;
- d. Significant findings and events.

F.7 A final programmatic report under this Sub-grant must be provided to FCDAO no later than **September 15, 2025**

F.8 All required reports should be submitted to FCDAO according to the timetables indicated in this Agreement.

F.9 FCDAO may, at its discretion, request other programmatic reports from Sub-grantee.

**G. SPECIAL AWARD CONDITIONS**

The Federal award special conditions are attached in Appendix II.

**H. MONITORING, EVALUATION AND SANCTIONS**

H.1 As a part of its ongoing monitoring process, FCDAO will evaluate Sub-grantee progress and project goal attainment based on progress reports prepared by Sub-grantee and submitted to FCDAO, as well as through regular meetings and/or ongoing discussions with Sub-grantee project staff.

**I. SUB-AWARDS**

I.1 No funds or other support provided hereunder to Sub-grantee may be subsequently passed on to any other entity in the form of a Sub-grant or contract without prior written approval from the FCDAO.

I.2 Under the terms of this agreement with the Atlanta Police Foundation, the Sub-grantee, has no direct relationship with the Federal donor agency identified above in **Section C.1** regarding any matter related to this project or agreement. Sub-grantee must direct all notices, requests, and other communication relating to this Sub-grant agreement to FCDAO at the address specified in **Section L.1**.

**J. DOMICILE**

J.1 The following addresses provided as the *primary point of contact* in respect to any notice which may arise out of or in connection with this Sub-grant:

Name and Title:	Dave Wilkinson Executive Director
Organization:	Atlanta Police Foundation
Street Name and Number:	191 PEACHTREE ST NE STE 191
City, State and Zip:	ATLANTA, GA 30303
Country:	United States
Telephone Number:	
Email Address:	

J.2 The **Awardee** provides the following as the *primary point of contact* in respect to any notice that may arise out of or in connection with this Sub-grant:

Name and Title:	Michele Henry, Grants Director
Organization:	Fulton County District Attorney
Street Name and Number:	136 Pryor St, Third Floor,
City, State and Zip:	Atlanta GA 30303
Country:	United States
Telephone Number:	
Email Address	Michele.Henry@fultoncountyga.gov

**K. REPRESENTATIONS AND WARRANTIES**

K.1 The Grantee and the Sub-Grantee shall be independent contractors, and nothing herein shall be construed or implied to mean the establishment or existence of a partnership or joint venture between the parties, nor shall any party herein be construed to be employees, agents, or principals of the other party.

K.2 By signing this Agreement, all parties certify that the terms of conditions defined in this Agreement are accepted; that the Grantee and the Sub-Grantee are proper business entities permitted to do business; and that the individuals signing are competent parties authorized to enter into this Agreement on behalf of their respective agencies.

**Acknowledged and Accepted:**

By: Dave Wilkinson  
 Dave Wilkinson, Executive Director  
 OAA

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

Date: 3-31-2025

Date: \_\_\_\_\_

## **ATTACHMENTS**

- I. Goals and Objectives
- II. Sub-grantee Approved Project Budget
- III. Anti-Prostitution Certification

## **APPENDICES**

- I. Mandatory Standard Provisions
- II. Federal Award Special Conditions

### **ATTACHMENT I GOALS AND OBJECTIVES**

The purpose, goals and objectives of this award (“Sub-grant”) to the Sub-grantee is to implement gang prevention, intervention, community engagement, and violence interruption strategies based on the Office of Juvenile Justice and Delinquency Prevention (“OJJDP”) Comprehensive Gang Model. These strategies will dissuade youth from joining gangs and help them discontinue their involvement in gangs (“Participants”).

Prevent violence and promote healing from victimization and exposure to violence. Intervention strategies that can dissuade youth from joining gangs and help them discontinue their involvement in gangs. Formulate a partnership with Chris 180, a behavioral health and child welfare service. The organization offers foster homes, counseling and behavioral assessments.

Reduce and sustain reductions in community youth violence, particularly gun and gang violence, and victimization. Intervention strategies that can dissuade youth from joining gangs and help them discontinue their involvement in gangs.

Intervention strategies that can dissuade youth from joining gangs and help them discontinue their involvement in gangs. Formulate a to provide a mentorship program utilizing convicted felons to serve as outreach workers for selected at risk youth.

These programs will provide youth with a variety of recreational activities and job opportunities during the day and evening to promote community and reduce overall crime.

**ATTACHMENT II  
APPROVED PROJECT BUDGET**

Anti-Gang					SURECIPIENT BUDGET	
Grant Number	Subrecipient Name	Year 1 10/20-9/21	Year 2 10/21-9/22	Year 3 10/22-9/23	Year 4 10/23-9/24	Year 5 10/24-9/25
2020-MU-MU-0022	APF	\$0	\$0	\$25,000	\$25,000	\$23,000

Subrecipient Name (must match unique entity identifier name)      Atlanta Police Foundation

Subawardee Unique Entity Identification (UEI) number      R72MHKSBLA54  
Federal Award Identification Number (FAIN)      2020-MU-MU-0022

Grant Award Amount      \$488,594.00

Total Amount of the Federal Award committed to the subrecipient by the pass-through entity.      \$73,000.00

Name of Contact Subrecipient Organization      Dave Wilkinson

Name of Federal Awarding Agency, Delinquency Prevention      Office of Juvenile Justice and

Name of pass-through entity,      Fulton County Government

**ATTACHMENT IV  
ANTI-PROSTITUTION CERTIFICATION**

**Information about the Certification Regarding Prostitution and Related Activities**

The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and which contribute to the phenomenon of trafficking in persons. Reducing the incidence of prostitution is therefore an inseparable part of the larger strategy of the U. S. to combat trafficking.

Section 7 of the Trafficking Victims Protection Reauthorization Act, 22 U.S.C. § 7110(g), provides that "No funds made available to carry out [the Act] may be used to promote, support, or advocate the legalization or practice of prostitution." It further provides that "No funds made available to carry out [the Act] may be used to implement any program . . . through any organization that has not stated in either a grant application, a grant agreement, or both, that it does not promote, support, or advocate the legalization or practice of prostitution." Therefore, organizations receiving ORR-administered Federal anti-trafficking funds must certify that they will not use the funds to promote, support or advocate the legalization or practice of prostitution.

**Certification Regarding Prostitution and Related Activities**

As an officer or other person authorized to bind the recipient organization of U.S. Government funds in connection with this grant award, I hereby make the following certification that is a prerequisite to the receipt of funds under this grant:

(1) Use of Funds Certification:

"I hereby certify that the recipient of the funds made available through this grant will not use such funds to promote, support, or advocate the legalization or practice of prostitution."

(2) Eligibility Certification:

\_\_\_\_ (i) Primary Eligibility Certification: "I certify that the organization does not promote, support, or advocate the legalization or practice of prostitution and will not promote, support, or advocate the legalization or practice of prostitution during the term of this grant. I further certify that the organization does not operate through any other organization or individual that supports, promotes, or advocates the legalization or practice of prostitution."

**Name of Recipient Organization:**

**By:** \_\_\_\_\_  
**Printed Name:** Robert L. Pitts, Chairman  
**Title:** Fulton County Board of Commissioners

**Date:** \_\_\_\_\_

## APPENDIX I

### MANDATORY STANDARD PROVISIONS For Sub-Grants with U.S.-Based Non-Profits

#### 1. ACCOUNTING, INSPECTION, RECORD RETENTION, and AUDITING

- 1.1 Sub-grantee shall maintain books, records, documents and other evidence relating to the project in accordance with Generally Accepted Accounting Principles (GAAP) to sufficiently substantiate expenditures charged to this Sub-grant, as well as any reported cash or contributions in-kind cost share or matching requirement. Accounting records that are supported by documentation will at a minimum be adequate to clearly support all transactions incurred under the Sub-grant, all cost of the project supplied by other sources, and the overall progress of the project.
- 1.2 Federal regulation requires that recipients of federal assistance funds retain financial and programmatic records, supporting documents, statistical records, and all other records that are required by the terms of a grant, or may reasonably be considered pertinent to a grant, for a **period of three (3) years** from the date of the final financial statement report that includes expenditures from this Sub-grant. These records may be subject to an audit by the Federal donor agency, and/or their representatives. All records shall be maintained for such longer period, if any, as is required to complete an audit, to resolve all questions concerning expenditures unless approval has been obtained to dispose of the records.
- 1.3 If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until litigation, claims or audit findings involving the records has been resolved.
- 1.4 Sub-grantee agrees that it shall have annually either an organizational audit of Federal funds or a program specific audit of the funds provided under this Sub-grant as well as the financial statements of the organization as a whole, in accordance with OMB Circular A-133 Audit Guidelines. The audit shall be a financial audit performed in accordance with the Government Audit Standards issued by the Comptroller of the United States.
- 1.5 Sub-grantee certifies that complies with the Uniform Guidance and will provide notice of completion of required audits and any adverse findings which impact this subaward as required by parts 200.501-200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.
- 1.6 FCDAO reserves the right to conduct a Sub-grant project audit (Financial and Programmatic) during the project term. Refusal to participate in an audit will delay or cancel fund allocations.
- 1.7 The Sub-grantee is expected to take reasonable care that systems are in place to ensure funds expended under this award are used for the purposes described in the sub-award and can be properly accounted for.

#### 2. TERMINATION AND SUSPENSION

- 2.1 FCDAO may suspend or terminate this award at any time, in whole or in part, if and when it is determined that the Sub-grantee has materially failed to comply with the terms and conditions of the grant.
- 2.2 FCDAO may terminate this award at any time if funding is no longer available for the grants program, or if the federal donor agency unilaterally terminates the program due to extraordinary circumstances.
- 2.3 In the event of termination and/or suspension of Sub-grant Agreement, Sub-grantee will be notified in writing within 15 days prior to the effective termination or suspension date. Upon notification, Sub-grantee shall take immediate action to minimize all expenditures against the Sub-grant.
- 2.4 In the event of termination for non-compliance with the terms of this Agreement, the Sub-grantee may be subject to other legal or administrative remedies, as appropriate.
- 2.5 No expenses can be charged against the grant after the effective date of termination.

### **3. DISPUTES**

- 3.1 FCDAO management staff shall consult with the Federal donor agency to determine the best course of action regarding any disputes that arise under this Sub-grant Agreement.
- 3.2 Sub-grantee has the right to appeal and shall be given an opportunity to be heard and to offer evidence in support of its appeal.
- 3.3 Any appeal made under this provision shall be made in writing and addressed A copy of the appeal may be provided at the same time to the Federal donor agency Program Specialist.

### **4. PROHIBITION OF SUPPLANTING**

- 4.1 Sub-grantee shall use federal funds to supplement existing funds for program activities and may not replace (supplant) nonfederal funds that have been appropriated for the same purpose. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this Agreement, and civil and/or criminal penalties.

### **5. INSURANCE AND NON- LIABILITY**

- 5.1 The Sub-grantee shall maintain all appropriate insurance coverage during the period this agreement remains in effect.
- 5.2 The Sub-grantee shall hold FCDAO harmless for any loss or damage that may occur during transportation or delivery of project goods or services.
- 5.3 The Sub-grantee agrees to release, indemnify, and hold harmless FCDAO, its officers, directors, employees, agents and its respective heirs, legal representatives, successors and assigns, from any and all claims, demands, liabilities, expenses (including reasonable attorney's fees and disbursements, court costs, judgments, settlements and fines) arising out of, resulting from, or in connection with the performance of this Agreement by the Sub-grantee

or a partner, agent or client of the Sub-grantee. This paragraph shall survive termination or expiration of this Agreement.

## **7. DEBARMENT AND SUSPENSION**

- 7.1 By signing this agreement, the Sub-grantee certifies that neither it nor its principals are presently debarred, suspended, ineligible, or voluntarily excluded from Federal Procurement or Non-procurement Programs.

## **8. COMPLIANCE WITH ANTI-TERRORISM CERTIFICATION**

- 8.1 Executive Order 13224 and the USA Patriot Act prohibits recipients of Federal funds from knowingly conducting business with, employing individuals from, or contributing funds to persons or entities associated with terrorist activities or support.
- 8.2 A recipient of Federal funds, either directly or through a pass-through arrangement, must certify that it will comply with the Anti-Terrorism Certification as a condition of receiving the funds.
- 8.3 By signing this agreement, the Sub-grantee certifies that, as of the date on which this agreement is executed, the Sub-grantee named in this agreement does not knowingly employ individuals or contribute funds to entities or persons on either the Department of Treasury's Office of Foreign Assets Control *Specially Designated Nationals List*, the *Terrorist Exclusion List*, or any other watch list produced by or recognized by the Federal government that may amend, supplement, or supersede any or all of the above mentioned lists.
- 8.4 Should any change in circumstances pertaining to this certification occur at any time, the Sub-grantee will notify FCDAO immediately.

## **9. CIVIL RIGHTS COMPLIANCE**

- 9.1 Sub-grantee shall comply with nondiscrimination requirements contained in various federal laws. If a court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability, or age against Sub-grantee after a due process hearing, the Sub-grantee agrees to forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.

## **10. LOBBYING**

- 10.1 Sub-grantee shall not use federal funds for lobbying and agrees to disclose any lobbying activities by submitting Standard Form–LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

## **11. FORCE MAJEURE**

- 11.1 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

## **12. AMENDMENT**

- 12.1 This Sub-grant Agreement may be amended, in writing, and by formal modifications to the basic Sub-grant document, after formal consultations and agreement between the pursuant parties to the agreement.

## **13. PROCUREMENT**

- 13.1 Recipients of Federal funds must abide by procurement standards and provisions as defined in 2 CFR Part 215.
- 13.2 All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflict of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurement. Awards shall be made to the bidder or offer that's bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered. Solicitations shall clearly establish all requirements that the bidder or offer must fulfill in order for the bid or offer to be evaluated by the recipient.
- 13.3 Any and all bids or offers may be rejected when it is in the recipients interests to do so.
- 13.4 The Sub-grantee will not use any grant funds towards capital expenses.

## **14. PROPERTY**

- 14.1 Any property procured through this agreement will remain vested with the Sub-grantee, unless the residual value is greater than or equal to \$5,000, in which case Sub-grantee must request disposition instructions The Sub-grantee may request, in writing, that property greater than or equal to \$5,000 remain with the Sub-grantee, provided that adequate justification is supplied.
- 14.2 The Sub-grantee must take all reasonable actions to protect property purchased through the Sub-grant funds from being damaged or stolen.
- 14.3 Sub-grantee shall ensure that any related promotional materials will acknowledge the Office of Justice Programs' financial contributions with the following statement in the designated acknowledgment section: "This project was made possible with funding provided by the Office of Justice Programs."
- 14.4 FCDAO shall at its discretion have full access to and usage of any materials, in complete or excerpted form, produced as a result of the funding granted under this Agreement. Possible uses include publications, on the website, and in local and national events or education tools. Sub-grantee shall be accorded acknowledgment for any materials produced by the Sub-grant and used by FCDAO.

## **15. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

- 15.1 Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application the Sub-Grantee certifies that it will comply with the requirements of the Act.

**16. OTHER PROVISIONS**

- 16.1 Unless otherwise indicated, the appropriate provisions of *Appendix A* in 28CFR-70 (for Sub-grants with source funding from DOJ), 22CFR-226 (for Sub-grants with source funding from USAID), 22CFR-145 (for Sub-grants with source funding from the DOS, or 45CFR-74 (for Sub-grants with source funding from DHHS) are adopted by reference. Other provisions applicable to this agreement are herein expressly stated.

**17. GOVERNING LAW**

- 17.1 This Agreement shall be interpreted and construed according to, and governed by, the substantive laws of the State of Georgia, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in the Venue cited in the Agreement shall have jurisdiction to hear any dispute under this Agreement.

APPENDIX II

Federal Award Special Conditions

**Special Conditions**

1. Requirements of the award; remedies for non-compliance or for materially false statements The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

## 2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

### 3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

### 4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

### 5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

#### 6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

#### 7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

#### 8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

#### 9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

## 2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

## 3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

## 4. Rules of construction

### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures,

including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

#### 10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

#### 11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "Agreement").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

#### 12. Specific post-award approval required to use a noncompetitive approach in any procurement Agreement that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement Agreement that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "Agreement" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement Agreement under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement Agreement (if Agreement would exceed \$250,000)), and are incorporated by reference here.

### 13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

#### 1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

#### 2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

#### 3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

#### 4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an

employee, Agreement or subAgreement (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

#### 14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

#### 15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

#### 16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

#### 17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

#### 18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

#### 19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

#### 20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "highrisk" for purposes of the DOJ high-risk grantee list.

#### 21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

#### 22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

#### 23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

#### 24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, Agreement, subAgreement, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

#### 26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, Agreement, sub Agreement, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

#### 27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement Agreement or sub Agreement with any funds under this award, may require any employee or Agreement to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified

information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or Agreementors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or Agreementors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or Agreement to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement Agreements, or both—

a. it represents that—

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement Agreement, or subAgreement under a procurement Agreement) either requires or has required internal confidentiality agreements or statements from employees or Agreement that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or Agreement from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, Agreement, or subAgreement entity that receives funds under this award is or has been requiring its employees or Agreement to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under

specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

#### 29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

#### 30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.

32. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.

### 33. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

### 34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

### 35. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

36. The recipient agrees to report data on the grantee's OJJDP-approved performance measures as part of the semi-annual categorical progress report. This data will be submitted on line at OJJDP's Performance Measures website (<https://ojjdp.gov/grantees/pm/index.html>) by July 31 and January 31 each year for the duration of the award. Once data entry is complete, the grantee will be able to create and download a "Performance Measures Data Report." This document is

to be included as an attachment to the grantee's narrative categorical assistance progress report submitted in GMS for each reporting period.

37. The recipient shall submit to OJJDP a copy of all interim and final reports and proposed publications (including those prepared for conferences, journals, and other presentations) resulting from this award, for review and comment prior to publishing. Any publication produced with grant funds must contain the following statement: "This project was supported by Grant # ( ) awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice. All reports and products may be required to display the OJJDP logo on the cover (or other location) with the agreement of OJJDP. OJJDP defines publications as any planned, written, visual or sound materials substantively based on the project, formally prepared by the award recipient for dissemination to the public.

38. The award recipient must attend a cross-site grantee meeting of up to 3 days, sponsored by the Office of Juvenile Justice and Delinquency Prevention (OJJDP), in each year of the project period at a location to be determined by OJJDP.

39. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

40. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0600

**Meeting Date:** 8/20/2025

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

Presentation of Proclamations and Certificates.

Proclamation recognizing “Atlanta-Fulton County Emergency Management Agency Appreciation Day.” **(Ivory/BOC)**





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0512

**Meeting Date:** 8/20/2025

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

Presentation: Housing Authority of Fulton County Update





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0602

**Meeting Date:** 8/20/2025

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### Department

County Manager

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

Presentation of the Fulton County Operational Report.

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

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

Open and Responsible Government

### Commission Districts Affected

All Districts

District 1

District 2

District 3

District 4

District 5

District 6

**Is this a purchasing item?**

No



# **Fulton County Operational Report**

August 20, 2025

Board of Commissioners Meeting

# AGENDA

## Justice

- Justice System
- Jail Facilities

## Focus Areas

- Fulton County Environmental Health Vector Control Program
- Fulco Flex Work Model

## Finance and Purchasing

- ARPA Reporting
- Monthly Financials
- Emergency and County Manager Contracts



# **Justice System Update**



FULTON COUNTY GOVERNMENT

# Justice System Update

J1-TOWER

AUGUST 20, 2025

## AGENDA

**01** JUSTICE SYSTEM SCORECARD

**02** JAIL POPULATION UPDATE

**03** PRIORITIES

# JUSTICE SYSTEM SCORECARD

## MONTHLY UPDATE



MEASURE	GOAL	MAY 2023 BASELINE	JUNE 2025	JULY 2025	DELTA <i>(previous month vs. current month)</i>
Average Length of Stay	30 days	71 days	38 days	42 days	4 day increase
Jail Population Unindicted without other charges	10%	34%	19%	20%	1% increase
Clearance Rate for Felony Criminal Cases	100%	72%	117%	52%	65% decrease
Felony Cases Disposed within 180 Days	90%	25%	28%	25%	3% decrease
Felony Cases Disposed within 365 Days	98%	63%	60%	54%	6% decrease

*Average length of stay calculated only after individuals have been booked out of the jail and does not include currently incarcerated inmates*



FULTON COUNTY GOVERNMENT

# Justice System Update

J1-TOWER

AUGUST 20, 2025

## AGENDA

**01** JUSTICE SYSTEM SCORECARD

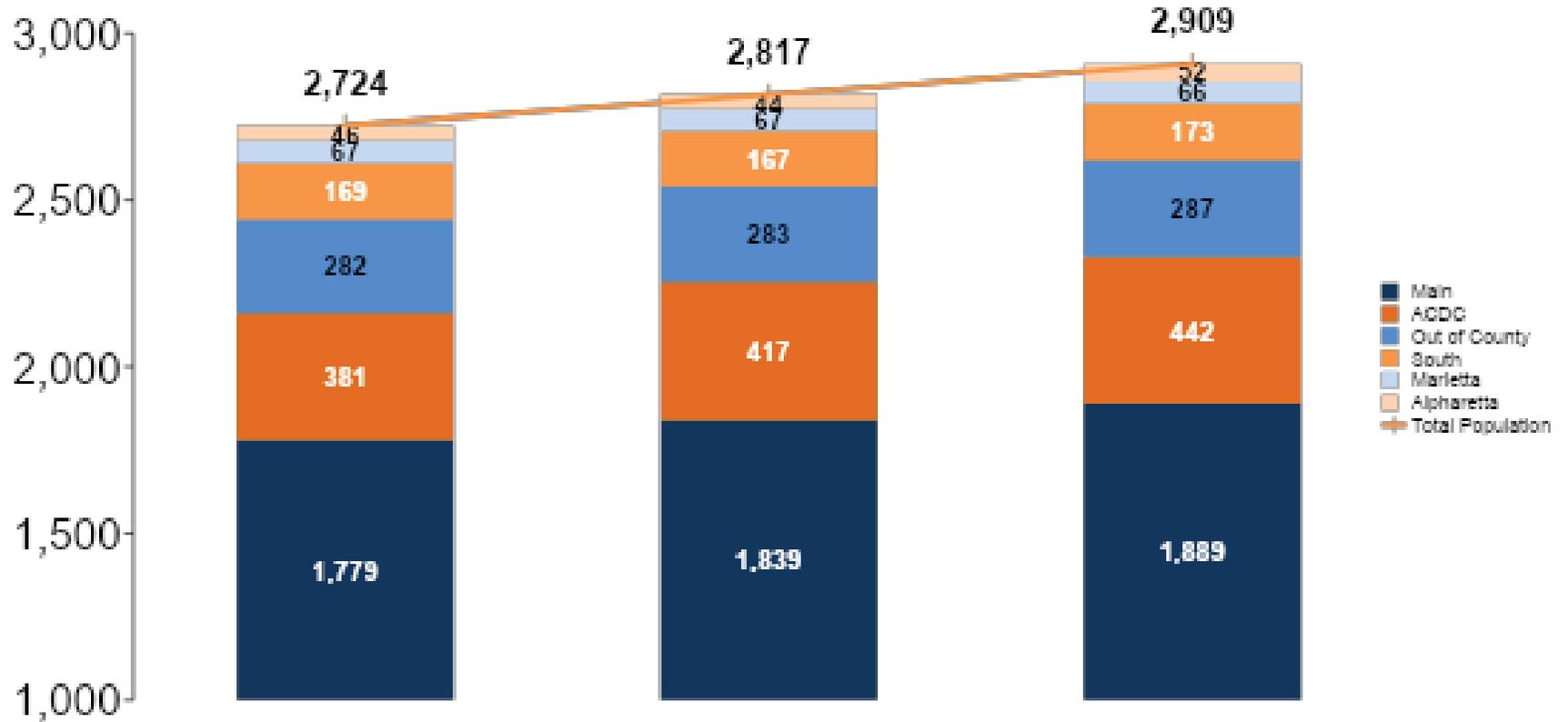
**02** JAIL POPULATION UPDATE

**03** PRIORITIES

# AVERAGE MONTHLY POPULATION



**2,974**  
 as of 8/14/2025



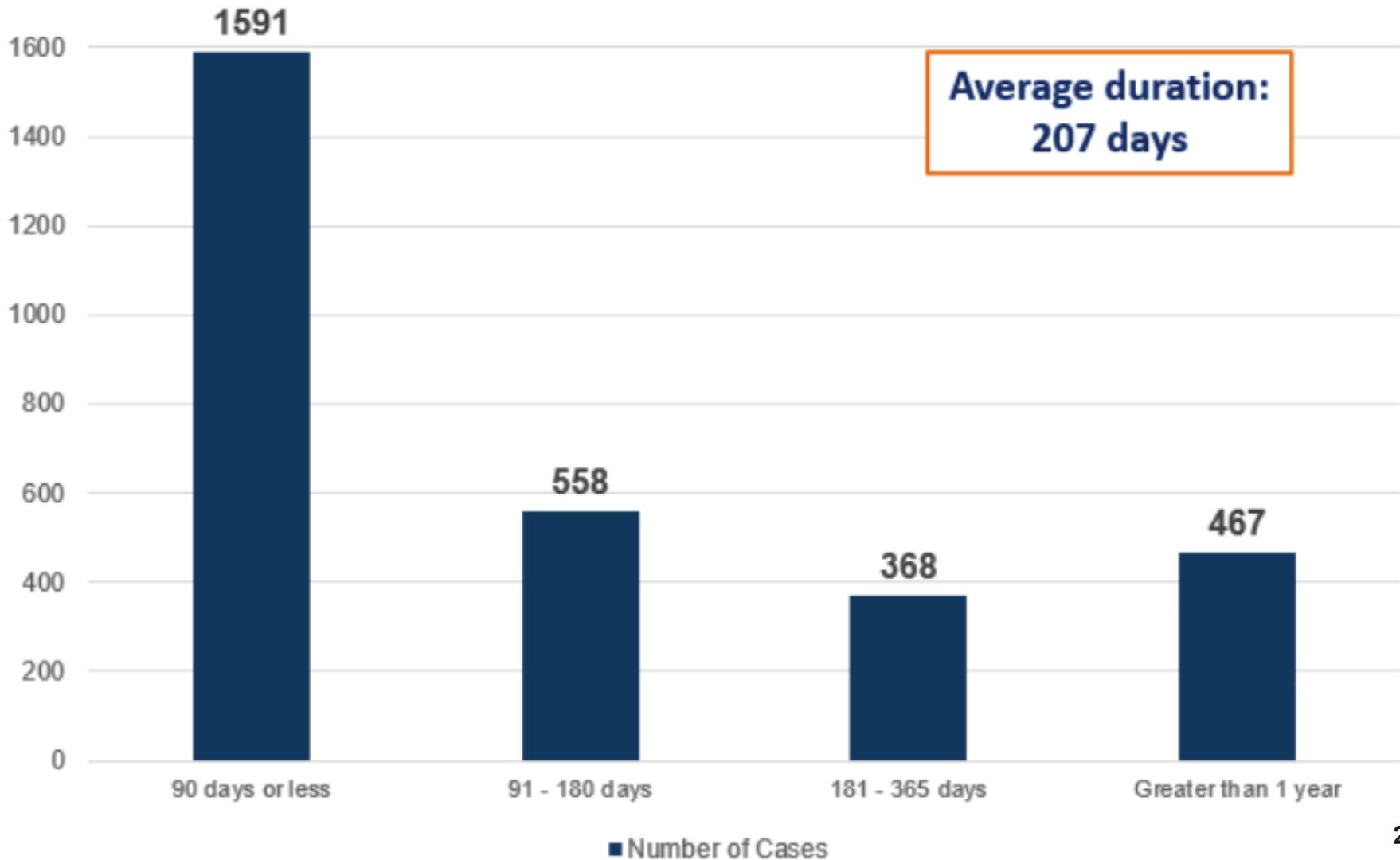
	May	June	July
Book In	2082	1950	2049
Book Out	1942	1844	2014
Net	-140	-106	-35

# AVERAGE MONTHLY JAIL POPULATION POPULATION BY FACILITY



	MAY	JUNE	JULY	8/14/2025
<b>Main</b>	1,779	1,839	1,889	1,963
<b>ACDC</b>	381	417	442	433
<b>Out of County</b>	282	283	287	299
<b>South Annex</b>	169	167	173	167
<b>Marietta Annex</b>	67	67	66	62
<b>Alpharetta</b>	46	44	52	50
<b>TOTAL</b>	2,742	2,817	2,909	2,974

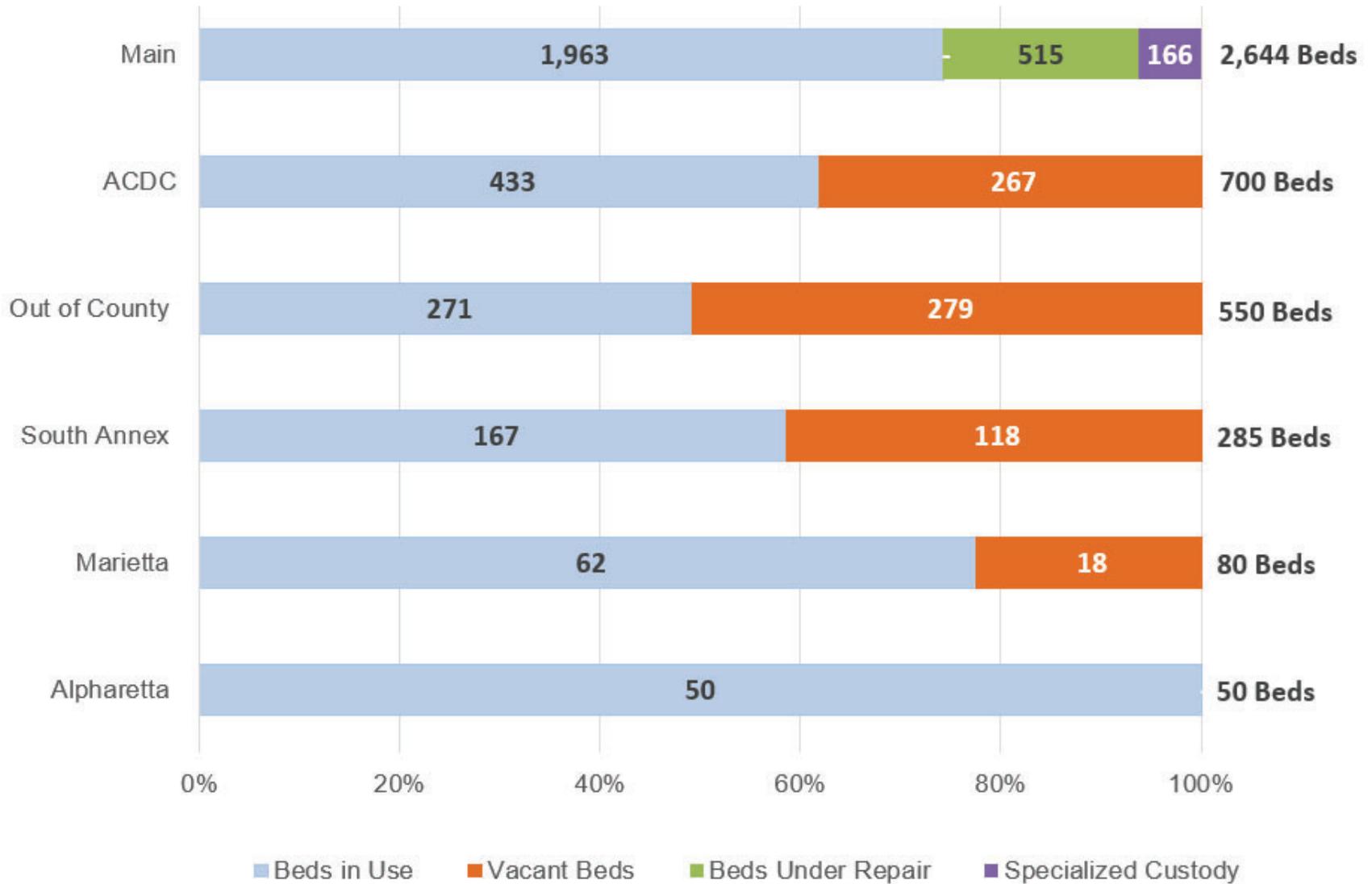
# LENGTH OF STAY FOR CURRENTLY INCARCERATED INMATES IN JAIL AS OF 8/8/2025



# JAIL POPULATION FACILITY UTILIZATION

AS OF 8/14/2025

**Specialized Custody:** inmate classification, competency, discipline, protective custody

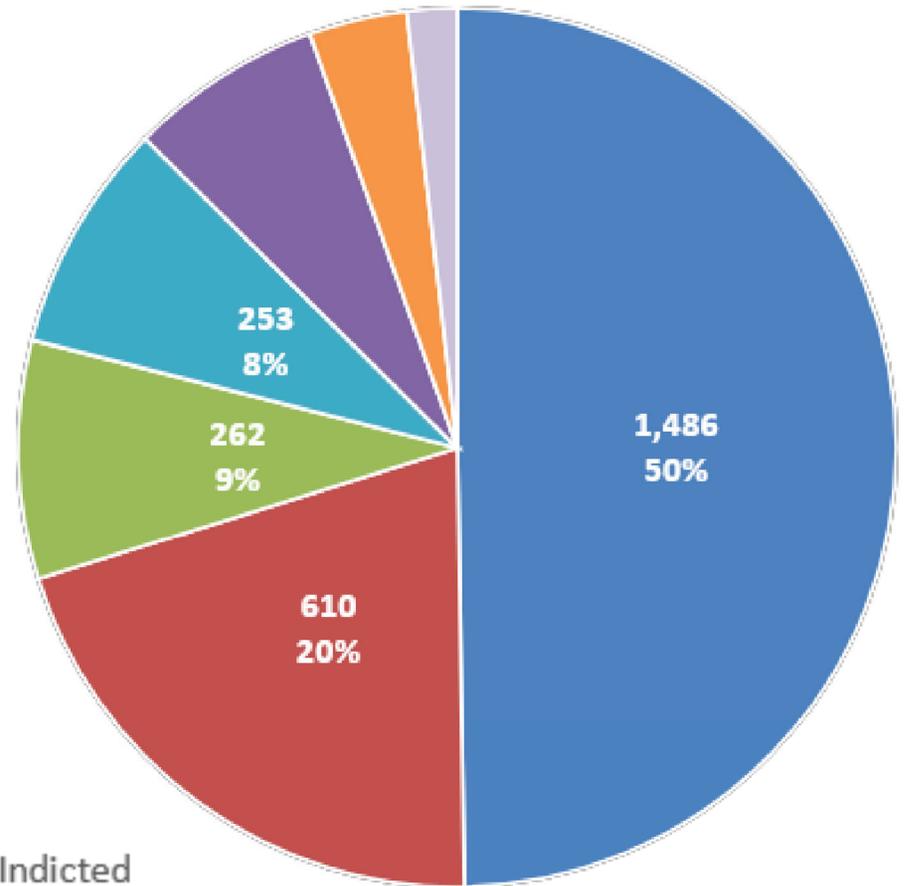


# JAIL POPULATION

## FULL INMATE ANALYSIS AS OF 8/8/2025



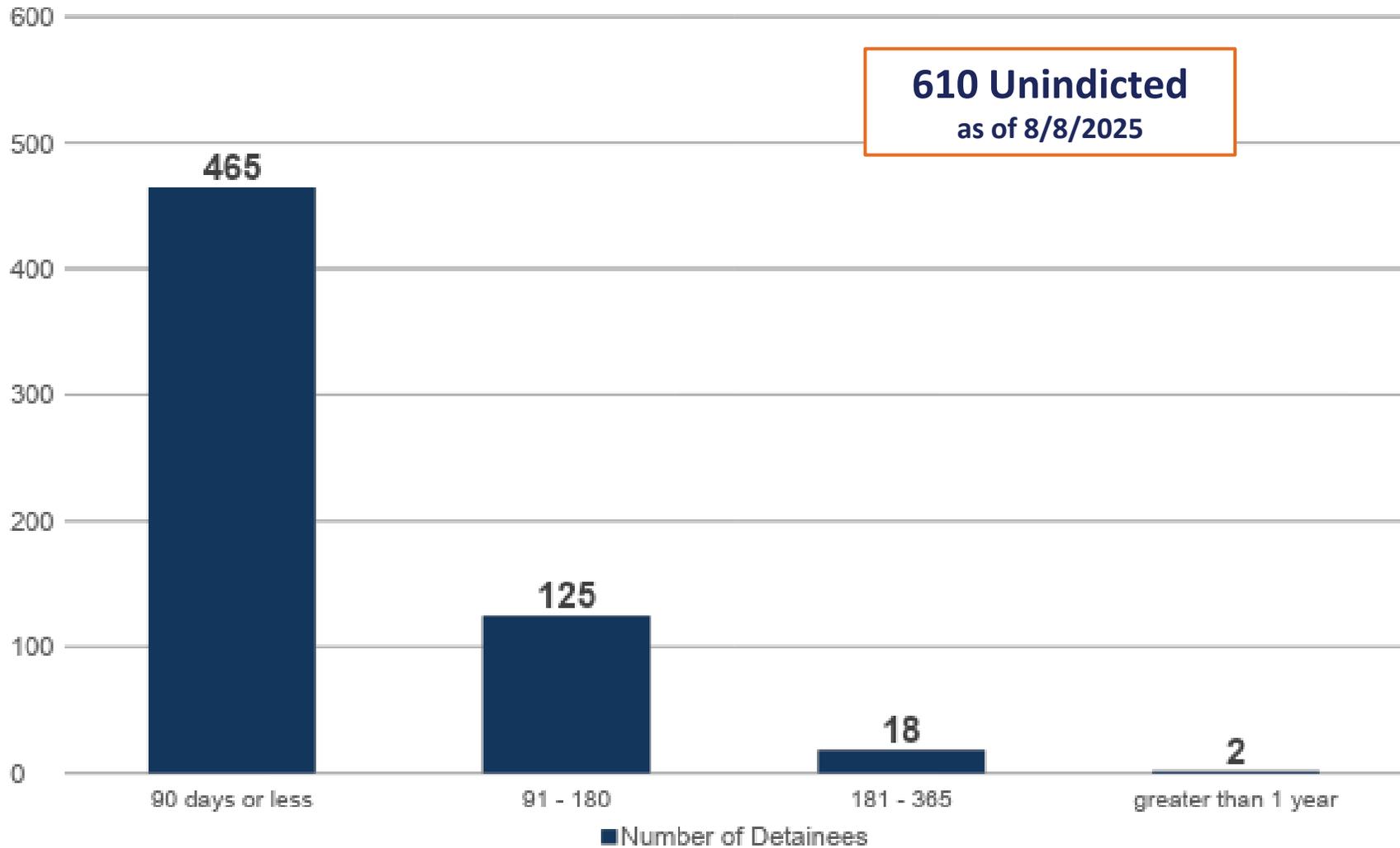
Status	Number of Inmates	
Unindicted	610	20%
Unaccused	55	2%
Indicted	1,486	50%
Accused	262	9%
Accused and Indicted	213	7%
Serving Sentence/CPO	108	4%
Other Hold Condition	253	8%
<b>TOTAL</b>	<b>2,987</b>	<b>100%</b>



- Indicted
- Unindicted
- Accused
- Accused and Indicted
- Other Hold Condition
- Serving Sentence/CPO
- Unaccused

# UNINDICTED JAIL POPULATION

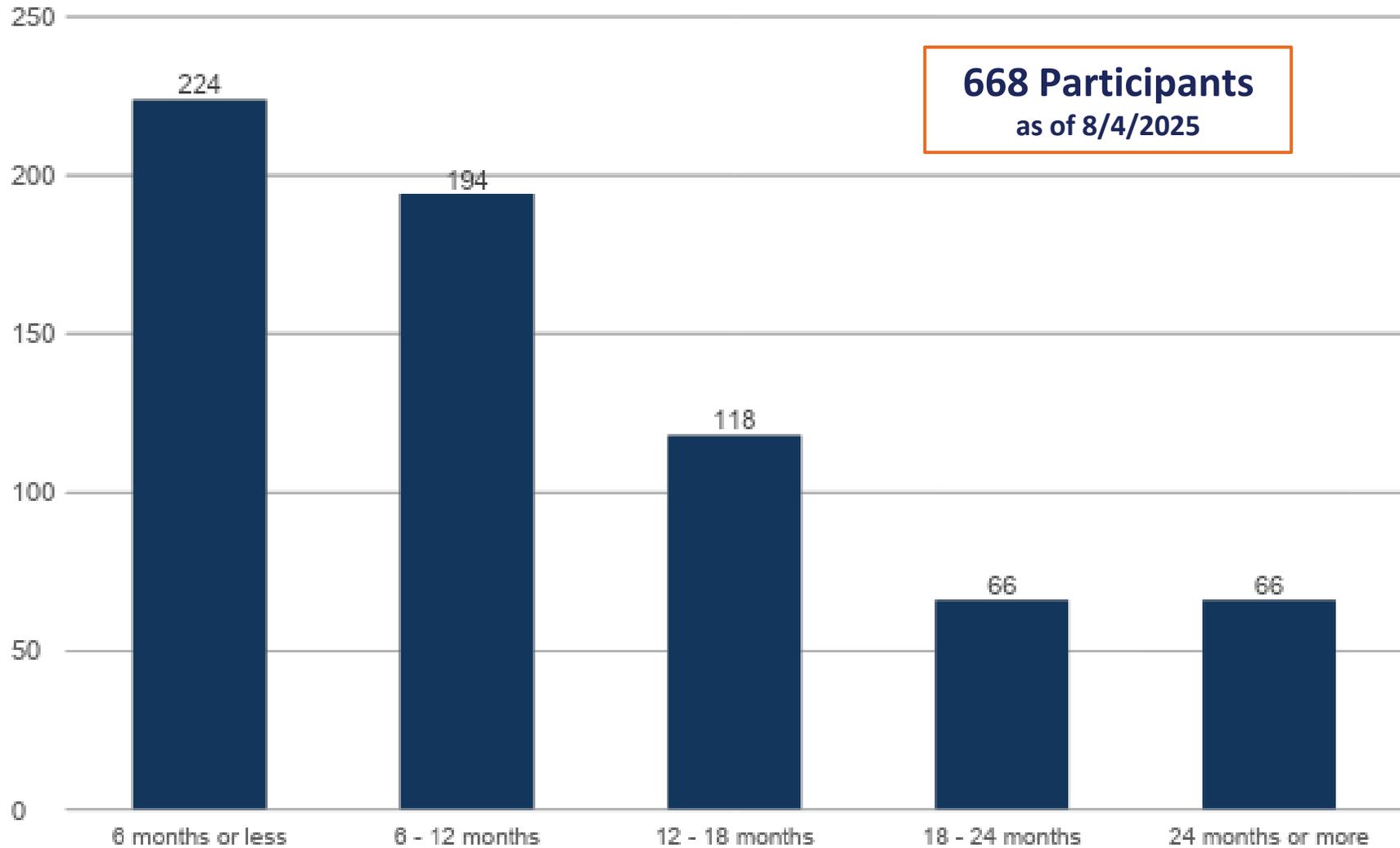
## DAYS IN JAIL AS OF 8/8/2025



Excludes detainees with pending indicted cases and holds (Probation Violations, Failure to Appear and foreign and/or other agency holds) **227**

# ELECTRONIC MONITORING UPDATE

## MONTHS ON MONITOR AS OF 8/4/2025



# ELECTRONIC MONITORING UPDATE

## 6 MONTH ROLLING PARTICIPATION



	6 months or less	6 – 12 months	12 – 18 months	18 – 24 months	Greater than 24 months	TOTAL	% less than 1 year	% greater than 1 year
<b>JUL 2025</b>	224	194	118	66	66	<b>668</b>	63%	37%
<b>JUN 2025</b>	234	190	130	97	75	<b>726</b>	58%	42%
<b>MAY 2025</b>	236	176	114	114	76	<b>716</b>	58%	42%
<b>APR 2025</b>	260	193	100	120	61	<b>734</b>	62%	38%
<b>MAR 2025</b>	287	269	87	96	66	<b>805</b>	69%	31%
<b>FEB 2025</b>	286	252	145	79	59	<b>820</b>	65%	35%



FULTON COUNTY GOVERNMENT

# Justice System Update

J1-TOWER

AUGUST 20, 2025

## AGENDA

**01** JUSTICE SYSTEM SCORECARD

**02** JAIL POPULATION UPDATE

**03** PRIORITIES

# PRIORITIES



- ✓ Report on the full jail population analysis, now fully automated
- ✓ Begin reporting on utilization and performance data of the Center for Diversion and Services
- ✓ Develop the roles and responsibilities for new resource focused on managing jail population reduction initiatives, increasing diversions, and standardized reporting to the BOC

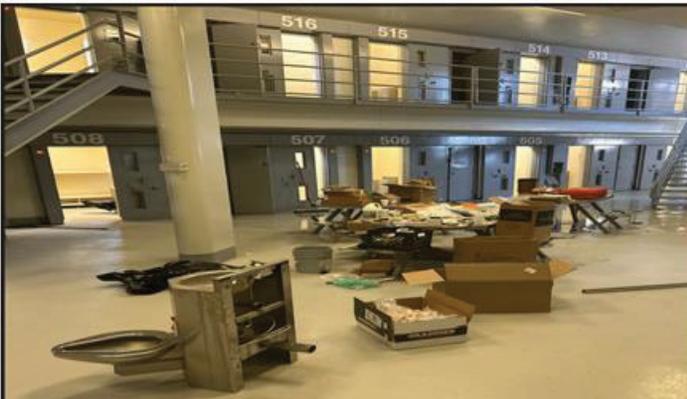


# QUESTIONS



# **Jail Blitz Plan**

# Jail Maintenance Blitz



- **Overall Blitz Project Update**

- 9 of 11 housing units completed = **82%**
- 3 North completed on August 14, 2025
- Current blitz area: **7 South**
  - FCSO determined that 7 South was next best blitz unit due to need to house maximum security classification residents
  - Projected completion: 9/26/2025
- Next Blitz Unit: **3 South**

- Phase 1 blitz completion: End of **October 2025**

# Jail Maintenance - Bed Availability

- Beds out of service due to active/scheduled repairs

Location	# of Beds
3 South (active blitz)	203
5 North	2
7 South (active blitz)	204
6 South	69
6 North	37
<b>TOTAL</b>	<b>515</b>



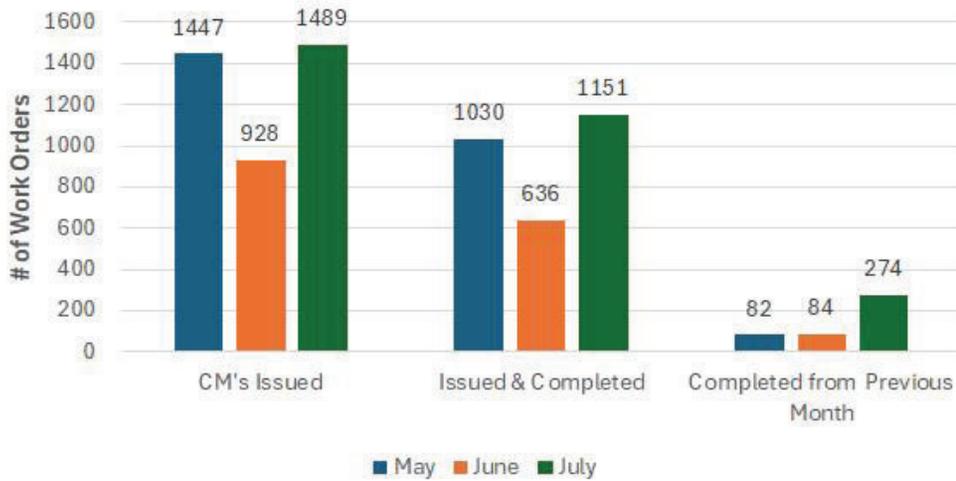
# Jail Maintenance Overview

Thru 8/13/2025

- **Corrective Maintenance (July 2025)**
  - 1151 of 1489 issued & completed: 77%
  - 76 July WO's completed in August = 82%
  - 1,361 CM's completed from 7/1 thru 8/13
- **Preventive Maintenance (May 2025)**
  - 267 of 323 PM's scheduled & completed: 83%
- **Total Open Work Orders = 1,372**
  - Upcoming blitz areas: 735



3 Month Overview



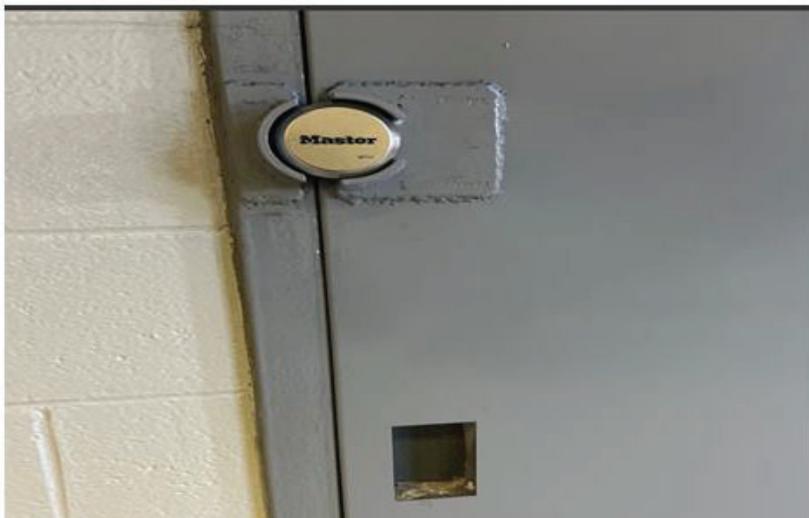
## Action Taken/Next Steps

- New maintenance provider begins at Jail South Annex on 9/10/2025
- Adding five (5) FTE's to main jail maintenance team on 9/10/2025
- EMSI contract extended through 12/31 to assist DREAM

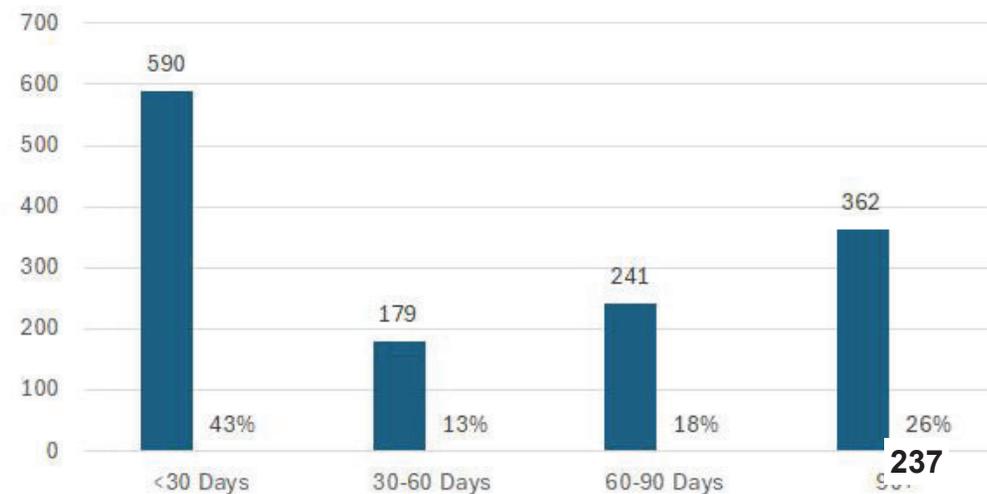
# Jail Work Order Backlog

Thru 8/13/2025

- **590 open work orders are < 30 days**
  - 43% of total # of open work orders
- **420 open work orders between 30 & 90 days**
  - 31% of total # of open work orders
- **362 Work orders are > than 90 days**
  - 26% of total # of open work orders
- **GOAL:** Reduce ongoing backlog to < 1,000 over next quarter through additional five (5) FTE's assigned to main jail



Work Order Back Log By Age



# Immediate Repairs Update

- **BOC approved \$3.2M for several critical repairs/upgrades**

DESCRIPTION	COST	STATUS
Fire Alarm Upgrade	\$723,865	Completed fire alarm panel upgrades on 8/4/2025. Moving to Phase 2 to replace defective field devices. Will bring the jail fire alarm system into full code compliance
Padded Cells @ South Annex	\$260,000	Completed 1/17/2025.
Kitchen Equipment Replacement	\$212,302	Completed 6/11/2025
Laundry Equipment Replacement	\$346,657	HOLD: <i>Current equipment fully functional</i>
Elevator Modernization	\$1,652,000	Solicitation documents finalized. Awaiting final approval by Purchasing for advertisement.
<b>TOTAL</b>	<b>\$3,194,824</b>	



# QUESTIONS



# **Board of Health West Nile Virus Update**



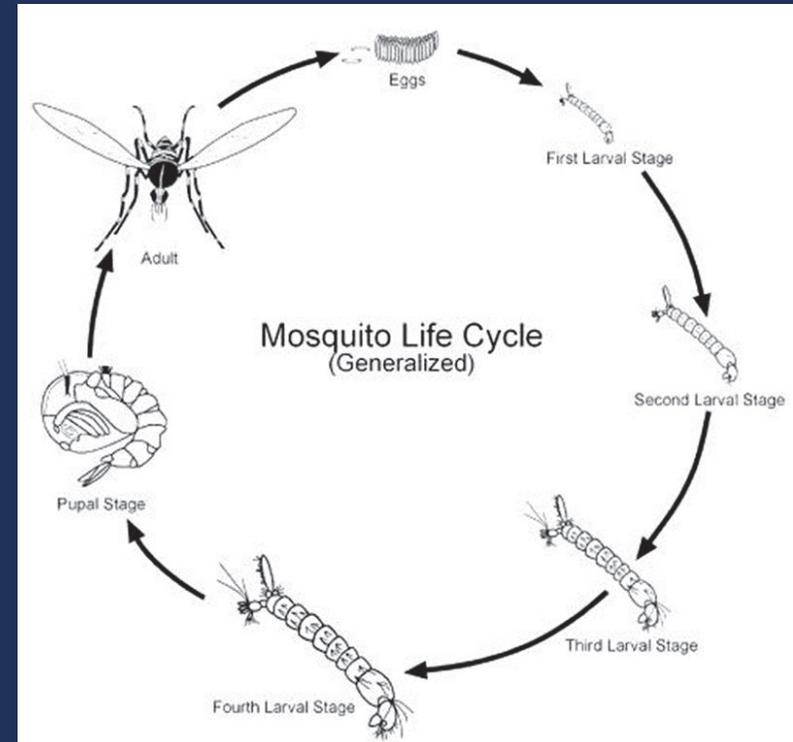
# Fulton County Environmental Health Vector Control Program

Presented by: Dr. Brandon Leftwich, DrPH, MPH  
District Environmental Health Director  
Fulton County Board of Health



# Mosquito Life Cycle

- Life cycle: egg → larva → pupa → adult
- Common breeding sites: standing water (bird baths, gutters, tires, puddles)
- Active periods: Warmer seasons and during dusk & dawn



# What is West Nile Virus?

- WNV is the most common mosquito-borne disease in the US
- The virus spreads when infected mosquitoes bite people.
- Rarely transmitted from person to person.
  - Ex: Blood transfusion, organ transplantation, mother to baby during pregnancy, delivery, or breastfeeding
- Most people experience mild to no symptoms. However, symptoms include fever, headache, body aches, vomiting, diarrhea, or rash.
- People at higher risk: elderly, immunocompromised

# Prevention

- Currently there are no vaccines to prevent West Nile virus for humans
- To prevent West Nile, people must protect themselves from mosquito bites
- Eliminate potential breeding sites
- Local efforts: Mosquito control program

# Fulton County Mosquito Control Program

- The mosquito control program has been active in Fulton County since 2001
- Mosquito Control Vendor: Vector Disease Control International (VDCI)
- The primary objectives of this project is to reduce the incidence of WNV through:
  - Surveillance
    - Multiple trap locations set throughout the county
    - May-October
  - Routine testing
    - Weekly
  - Larviciding
  - Adulthooding (only when there is a positive mosquito pool)
  - Community education and outreach



# MOSQUITO BITE PREVENTION

## THE FIVE D's

Residents should practice the 5Ds of mosquito bite prevention to help prevent mosquito bites and breeding:



### Dusk/Dawn

Avoid dusk and dawn activities during the summer when mosquitoes are most active.



### Dress

Wear loose-fitting, long-sleeved shirts and pants to reduce the amount of exposed skin.



### DEET

Cover exposed skin with an insect repellent containing DEET, which is the most effective repellent against mosquito bites.



### Drain

Empty any containers holding standing water - buckets, barrels, flowerpots, tarps - because they are breeding grounds for virus-carrying mosquitoes.



### Doors

Make sure doors and windows are in good repair and fit tightly and fix torn or damaged screens to keep mosquitoes out of the house.



# When a Positive is Detected



Lab notifies VDCI and Environmental Health



Larvicide treatment



Public Education

Notify residents of the positive results  
Provide educational material on ways to prevent mosquito breeding and bites



Adulticide Spraying

¼ mile radius of the positive location  
Spraying occurs for consecutive nights (weather permitting) dusk to dawn  
Spray is safe for human, pets and non-targeted insects



Retesting

All positives are retested within 2 days after spraying

# PUBLIC HEALTH NOTICE

**MOSQUITOES FOUND TESTING POSITIVE FOR MOSQUITO-BORNE DISEASE IN THIS AREA**

Spraying is scheduled to occur at night in this area.

For more information call: 770-520-7500

Spraying targets the adult mosquito population.

The spray is approved by the United States Environmental Protection Agency (EPA) for use in recreational residential settings.

The EPA approved product will be sprayed as a fine mist on adult mosquitoes from a slow moving truck.

Areas in need of spray treatment will be a 1/4 mile radius, and during dusk to dawn.



**Mosquitos breed in standing water. To reduce the mosquito population around your home and property, eliminate all standing water and debris.**

Tip 'n Toss Examples:



Children's Pool



Toys/Equipment



Clogged Gutter



Leaky Faucet



Hollow Stump



Birdbath



Covered Items



Old Tires



Follow our website for frequent updates on mosquito spray treatment



# Addressing Community Concerns

- Products: EPA-registered, approved for public health use.
  - Trained, licensed applicators follow strict label instructions
- Bees & pollinators: Spray occurs at night when pollinators are not active
- Human & pet safety: Low exposure risk due to droplet size & application method
- Environmental impact: Products break down quickly, don't persist in soil/water

# Contact Information

**Brandon Leftwich, Dr.PH MPH**

District Environmental Health Director

Fulton County Board of Health

Phone: 770-876-4853

Email: [Brandon.leftwich1@dph.ga.gov](mailto:Brandon.leftwich1@dph.ga.gov)





# QUESTIONS



# **Fulco Flex Work Model**



# FulCo Flex workforce model

**PRIORITIZING THE NEEDS OF  
citizens | government | employees**

**August 20, 2025,**  
Board of Commissioners Meeting

## *Fulton County Never Stopped Working During COVID*

- **Fulton County quickly adapted and modernized our work environment to include technology enabled work from any location, unless an employee's job functions required that they provide in-person services**
  - **Increased investments in technology and infrastructure to support more remote working (VPN, Zoom, laptops, cell phones)**
  - **Improved and increased audio-visual services and equipment**
  - **Replacement of desktops with laptops to support for remote work**
  - **Provided increased services to citizens in virtual and online environments (Libraries, Senior Services, Courts, Telehealth, Kiosks, and Virtual Public Meetings)**

## Work Model Post COVID and Today

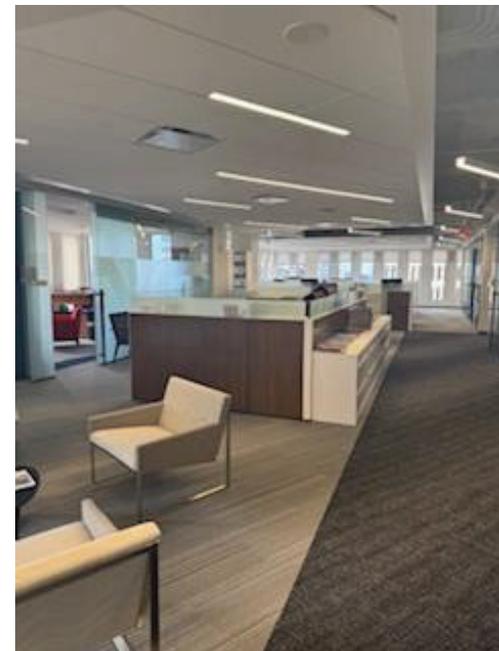
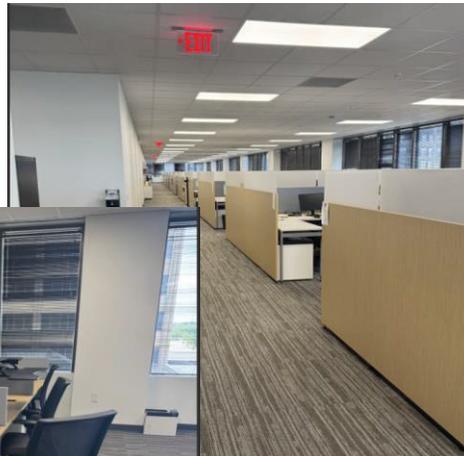
**Fulton County has been in a flexible work environment since the end of COVID, with high performance, increases in services, and adaptability.**

- **Fulton County has approximately 4,990 full-time and part-time employees**
- **Over 79% employees (or about 3989) work outside 141 Pryor/Government Center** *(Examples of departments outside the Government Center: Libraries, Senior Services, Public Works, DREAM, Sheriff's Office, Police and they use a traditional and flexible work model)*
- **Of the 21% of employees (or about 1001) who are at 141 Pryor 51% are on a flexible work schedule and 49% are in the office full-time**
- **There are less than 1% (or about 49) of total employees in our workforce that are in a fully remote work environment; but report in person as needed**
- **Across all Fulton County locations approximately 50% of the employees utilize a flexible work schedule arrangement**

## Comparison to State Government

### Georgia Department of Behavioral Health and Developmental Disability and Georgia Regional Transportation Authority

- Remains in a hybrid work model
- Refreshed the workspaces to accommodate flexible work environment
- Utilizes a scheduling system for staff to reserve offices and cubicles for days staff in the office
- New Office was planned with less desks than the number of employees



## *Central Library Office moves from 137 Peachtree*

- **This included the movement of the Senior Services, Arts & Culture, Behavioral Health, Community Development, and HIV Elimination**
  - **This space was designed for shared workspaces under the Fulton Flex Model**
  - **137 Peachtree is being repurposed to accommodate Accountability Court and other justice partners**



# Trends Across the Workplaces,

## “The State of Organizations Report” from McKinsey & Co.

*“**90 percent** of companies have embraced a range of hybrid work models that allow employees to work virtually from off-site locations (including home) for some or much of the time.”*



*“**more than four of five** who have worked in a hybrid model over the past two years want to retain it, largely because of the flexibility and balance it affords them.”*

*“research on workplace flexibility shows that among people who prefer hybrid work models, **71 percent** say they are likely to look for other opportunities if their current employers discontinue those models.”*

## Other Organizational Policies or Updates

- **Home Depot's new return-to-office requirement:**

- AJC Article from 1/15/25

- "We think some of our most valuable work is done when we're together in the same place," a Home Depot spokesperson said Tuesday in a written statement.*

- "Recently, we asked some teams that had been primarily working from home to begin coming into the office four days a week beginning in June."*



- **AT&T CEO's Frank Stankey response to employee feedback about a 5-day RTO mandate**

- Business Insider from 8/2/25

- "If the requirements dictated by this dynamic do not align to your personal desires, you have every right to find a career opportunity that is suitable to your aspirations and needs."*

- "That said, if a self-directed, virtual, or hybrid work schedule is essential for you to manage your career aspirations and life challenges, you will have a difficult time aligning your priorities with those of the company and the culture we aim to establish,"*



# How Do We Stay Competitive?

## Generation in our workforce

	Traditionalist (1925 – 1945)	Baby Boomer (1946 - 1964)	Generation X (1965 - 1980)	Millennials (1981 - 2000)	Generation Z (2001 - 2020)
Current Workforce	11	741	1759	1697	118
Hired in 2024		44	222	406	52

## Five shifts in worker values



## ***What Investments or Considerations Might Be Needed?***

**As organizations move away from flexible work schedules, those organizations are considering a range of issues:**

- **Increase access to food options in the building**
- **Daycare and Senior Care Services**
- **Compensation for employees for increase expenses**
- **Increase recruitment activity due to number of employees that will look for other employment**
- **Decrease in employee satisfactions and morale**
- **Reduction in Force**

# *Employee Survey Results*

## **Survey completed for employees working in the Government Center on impacts of Fulton Flex**

- **98% of employees feel a part of the organization working under this model**
- **69% of employees stated that they are working in the office two or more days a week, and majority work on Tuesday, Wednesday, and Thursdays.**
- **72% of the respondents stated that if there was a return to the office policy that they would most likely seek other employment opportunities**
- **The employees indicated that their average round trip commutes would increase by 21-30 miles per day.**
- **The amenities that employees would like to see if there is a transition to a full-time in office environment would be: Parking (78%), Restaurants/Food Options (60%), Health & Wellness (43%), Daycare (21%), Senior Care (21%), and Commuter Buses (20%)**
- **87% of respondents indicated such a change would have a financial impact on their households and there would be about a \$3,000-\$5,000 increase to costs**

## Options to maximize utilization of 141 Pryor

- **Current downtown Atlanta leases**
  - **Tax Assessor's Office at 37,000 sq. ft**
  - **Public Defenders at 54,000 sq. ft.**
  - **District Attorney's Office additional request for 25,000 sq. ft.**

*Note that other leases would not be recommended for consolidation since they are for direct services like Senior Services, Libraries, Board of Health, Sheriff's Office, and others direct services*

- **If these organizations are moved back at the same office space size that would require 116,000 sq. ft. (or at least 5 floors of the Government Center)**
- **This would require a remodeling of all floors to consolidate all other staff to remaining floors, and would require over \$136M in investments**

## ***Potential Implications of a Return to Office Mandate***

- **Loss of productivity and efficiencies that have been found by using virtual meeting systems. (There will be staff working in offices and cubicles that will be on “Zoom” calls, which can be done while remote.)**
- **Cultural change will be needed to get people back to the office after working utilizing our Fulton Flex model for 5 years**
- **Impacts on the marketing to potential new employees as the Government Employer of Choice**
- **The current space standards might have to be shrunk to accommodate all staff, which will require remodeling of the building**
- **Purchase of new furniture and cubicles will be needed**
- **Require the County to purchase an office reservation system**

# *Impact of Fulton Flex on our Employees*

## **Telka Christian**

### **Human Resources Department**

*Fulton Flex has been a lifeline—both professionally and personally. After major surgery in 2021 and a near-fatal car accident in 2024, Fulton Flex allowed me to continue working through recovery, attend frequent medical appointments, and avoid using critical sick leave. But its impact goes far beyond health.*

*The flexibility enabled me to be present during my daughter's high school years—driving her to every activity and supporting her every step of the way. That presence helped her thrive, ultimately earning a full-ride scholarship to her dream school, Spelman College—saving our family \$240,000. Fulton Flex is more than a policy; it's proof that when employers trust and empower their people, we don't just survive—we succeed!!*

## *Impact of Fulton Flex on our Employees* **Robin Flieg**

### **Department of Real Estate and Asset Management**

*The hybrid work structure was the key reason I accepted my current role with Fulton County. After previously working fully remote, I was specifically searching for hybrid or remote opportunities and would not have applied—or accepted—this position if it were fully in-office or limited to “remote Fridays.” Though I took a significant pay cut, the ability to work from home, maintain work-life balance, and lower my daily stress was worth more than the money. As an admin whose duties revolve around emails and Zoom calls, remote work makes sense—and it allows me to be more present in my role, spend more quality time with my young child, and be a healthier, happier person overall*

## *Moving Forward*

- Continue to prioritize and monitor citizen satisfaction
- Continue training to support middle managers
- Prioritize employee engagement and collaboration. Encourage departments to hold regular in-person meetings, team building sessions, trainings, etc.)
- Monitor employee retention rates
- Improve technology that support our workforce to meet our citizens needs



# QUESTIONS



# **Finance and Purchasing**



# **COVID 19 Reserve & ARPA Spend Update**

# ARPA Reporting

## Fulton County Government American Rescue Plan Report as of 8/13/2025

Project/Initiative	Budget Amount	Approved by the BOC	Contracted (Y/N)	Encumbrance	Expenditure	Difference	Comment	Active or Closed
Behavioral Health Crisis Center	16.1	Yes	Yes	0.0	16.07	-	Remaining purchase orders of \$38.2k	Active
Developmental Disabilities Training Center	5.3	Yes	Yes	4.1	1.13	-	In progress	Active
Infrastructure Modernization (141 Pryor)	31.6	Yes	Yes	22.9	8.71	-	In progress	Active
Court Backlog Project - ORCA	79.3	Yes	Yes	0.1	79.21	(0.0)	Remaining purchase orders for services performed through 12/31/24 for Superior Court	Closed
Fulton Fresh 2025 and 2026	0.4	Yes	Yes	0.4	-	-	Project encumbered.	Active
Living Assistance	0.5	Yes	Yes	0.5	-	-	Project encumbered.	Active
Tiny Homes	1.5	Yes	Yes	-	1.50	-	In progress	Active
IT Virtual Support -Cloud Based ERP	9.7	Yes	Yes	6.12704	3.54	-	In progress	Active
IT Virtual Support - Cybersecurity Betterment	1.7	Yes	Yes	-	1.73	-	In progress	Active





# **Financial/Performance Measures Update**

# Monthly Financial Report

## General Fund Expenditure Analysis 2024 vs 2025 - July

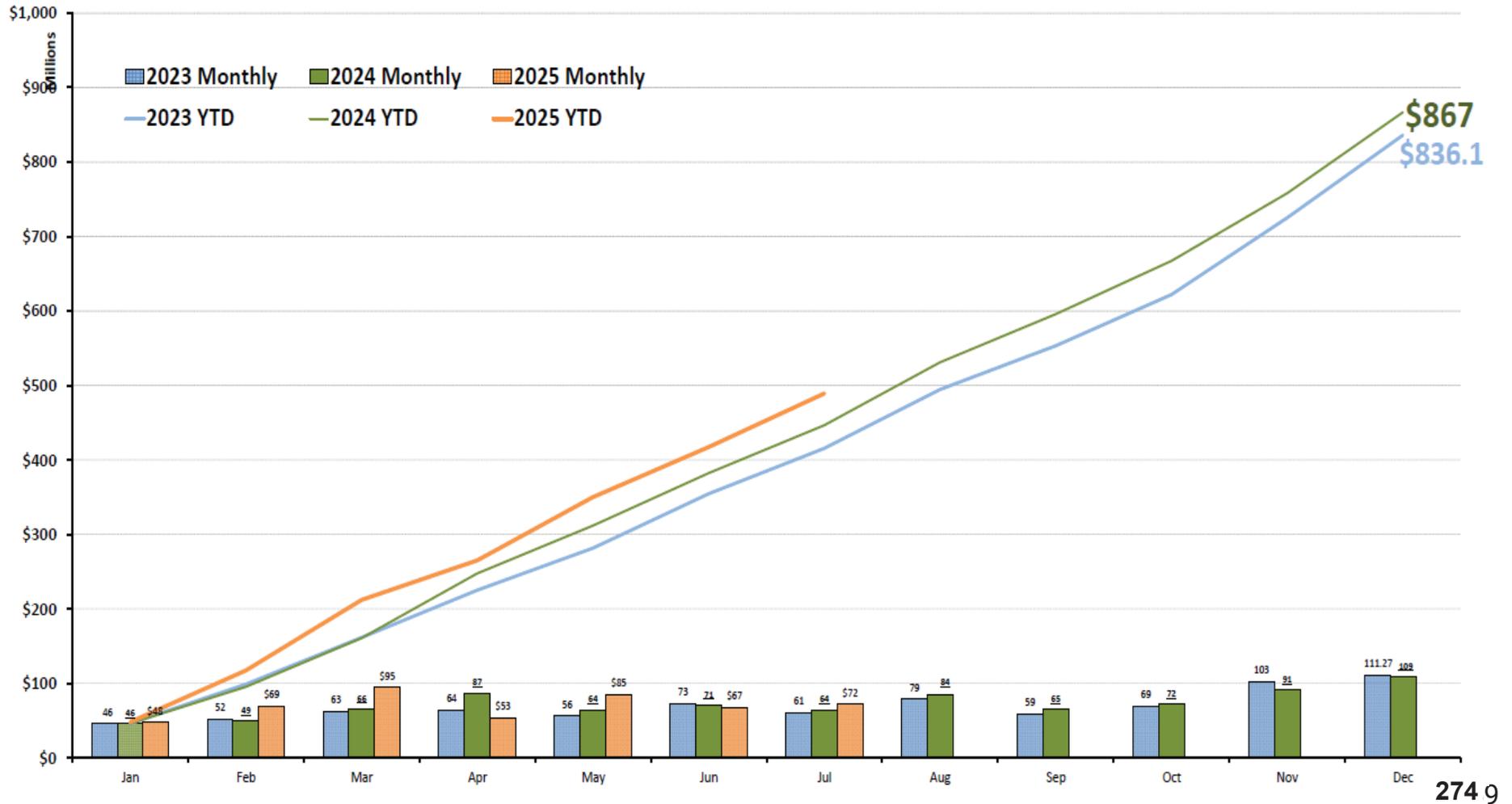
Department		2024			2025			(C/D)-(A/B)
		A	B	A/B	C	D	C/D	
		YTD 2024 Exp	2024 -Budget	%	YTD 2025 Exp	2025 Budget	%	% Change
Arts & Culture	181	\$ 2,083,615	\$ 7,631,578	27%	\$ 3,118,259	\$ 6,090,899	51%	24%
Behavioral Health	755	\$ 5,569,258	\$ 18,607,401	30%	\$ 6,346,903	\$ 21,355,052	30%	0%
Board of Health	750	\$ 6,402,104	\$ 11,150,587	57%	\$ 6,319,226	\$ 11,050,000	57%	0%
Child Attorney	237	\$ 2,201,476	\$ 3,736,104	59%	\$ 2,330,088	\$ 3,930,086	59%	0%
Commission Districts	101	2,100,778	4,245,631	49%	2,631,323	5,065,339	52%	2%
Community Development	121	2,369,109	11,306,990	21%	2,657,694	10,405,955	26%	5%
County Attorney	235	2,957,497	5,069,994	58%	3,259,137	5,587,092	58%	0%
County Comm Clerk	110	814,292	1,354,894	60%	824,619	1,398,473	59%	-1%
County Manager	118	1,996,061	4,058,114	49%	2,268,232	4,314,184	53%	3%
County Marshal	419	3,990,209	7,769,055	51%	4,754,660	8,128,058	58%	7%
District Attorney	480	19,923,717	36,646,261	54%	21,506,900	39,354,311	55%	0%
Diversity and Civil Rights	186	807,658	1,677,587	48%	783,189	1,675,883	47%	-1%
DREAM	520	22,416,768	41,474,580	54%	24,872,491	45,649,766	54%	0%
Economic Development	120	596,736	1,410,872	42%	906,014	1,524,606	59%	17%
Emergency Management	335	713,822	1,561,655	45%	1,143,883	2,140,674	53%	8%
Emergency Services	333	2,248,223	3,418,235	66%	2,271,483	3,478,261	65%	0%
External Affairs	130	1,470,972	2,821,515	52%	1,567,270	2,985,602	52%	0%
Family & Children's Services	620	862,096	1,684,840	51%	908,856	1,684,840	54%	3%
Finance	210	3,659,692	7,916,858	46%	4,189,162	8,383,491	50%	4%
Grady Hospital	730	29,481,735	50,601,313	58%	30,316,183	51,535,540	59%	1%
HIV Elimination	270	58,876	139,459	42%	98,166	179,910	55%	12%
Human Resources	215	3,139,506	6,340,229	50%	3,200,196	6,270,385	51%	2%
Information Technology	220	20,529,084	38,309,838	54%	28,347,122	43,727,572	65%	11%
Juvenile Court	405	9,202,761	16,845,058	55%	10,940,056	18,150,397	60%	6%
Library	650	16,559,235	30,554,505	54%	18,163,070	31,557,685	58%	3%
Magistrate Court	422	2,532,859	4,645,677	55%	2,822,259	5,161,258	55%	0%
Medical Examiner	340	3,429,466	6,608,673	52%	3,789,577	6,586,101	58%	6%
Non-Agency	999	69,393,169	234,670,617	30%	73,141,771	247,421,139	30%	0%
Office of the County Auditor	119	786,564	1,410,358	56%	878,303	1,633,708	54%	-2%
Police	320	6,544,577	12,975,507	50%	7,976,235	14,047,164	57%	6%
Probate Court	410	2,932,513	5,683,601	52%	3,534,950	6,482,323	55%	3%
Public Defender	490	15,477,010	26,410,527	59%	16,653,309	27,547,416	60%	2%
Public Works	540	291,667	500,000	58%	291,667	500,000	58%	0%
Purchasing	230	2,383,950	4,871,926	49%	2,768,236	5,130,323	54%	5%
Regis & Elect	265	17,142,099	39,181,842	44%	7,596,548	22,408,078	34%	-10%
Senior Services	183	14,739,194	28,408,575	52%	16,156,266	30,286,934	53%	1%
Sheriff	330	80,864,128	146,384,724	55%	94,256,284	153,787,661	61%	6%
State Court-All Judges	421	3,645,152	6,900,659	53%	3,977,830	7,181,411	55%	3%
State Court-General	420	4,626,610	8,700,422	53%	5,129,483	8,981,702	57%	4%
State Court-Solicitor	400	6,774,276	13,040,495	52%	7,535,453	13,209,975	57%	5%
Superior Court-All judges	451	5,655,903	9,824,079	58%	6,053,268	10,278,927	59%	1%
Superior Court-Clerk	470	12,760,923	21,942,346	58%	13,742,766	23,526,563	58%	0%
Superior Court-General	450	13,398,421	24,420,117	55%	15,453,584	27,055,258	57%	2%
Tax Assessor	240	10,138,656	21,943,164	46%	12,222,230	23,022,579	53%	7%
Tax Commissioner	245	10,800,759	19,253,694	56%	11,622,860	19,900,404	58%	2%
<b>Grand Total</b>		<b>\$ 446,473,178</b>	<b>\$ 954,110,157</b>	<b>47%</b>	<b>\$ 489,327,062</b>	<b>\$ 989,772,985</b>	<b>49%</b>	<b>2.6%</b>

**C/D Color Legend**  
58% of the Year (Jul)



# Monthly Financial Report

Monthly and Cumulative Expenditures for the General Fund 2023 2024 and 2025



# Monthly Financial Report

## General Fund Summary

### Personnel Vacancy Analysis 2025 -July - Full Time Permanent Positions

Department	FY25 YTD Expense	FY25 Budget	Personnel Count and Vacancies / Full Time Permanent													Avg. Vac. TD	
			Perm. Pos.	2025													
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec		
Commission Districts	2,097,490	4,387,806	28	8	3	3	3	4	4	5							18%
County Comm Clerk	541,470	1,079,474	8	1	0	0	0	0	0	0							0%
County Manager	1,939,536	3,626,126	21	0	0	0	0	0	1	0							0%
County Auditor	712,517	1,493,541	9	0	0	1	1	1	2	3							33%
Community Development	1,511,762	2,949,939	23	4	1	1	1	1	1	0							0%
External Affairs	1,092,707	2,190,245	18	2	3	3	3	3	2	1							6%
Arts & Culture	1,593,478	2,991,345	29	1	1	0	0	0	0	0							0%
Senior Services	5,117,907	10,247,200	114	8	5	4	5	5	3	3							3%
Diversity and Civil Rights	594,822	1,361,507	13	1	3	3	3	3	3	1							8%
Finance	3,477,735	7,144,034	60	5	5	6	7	9	8	8							13%
Human Resources	2,506,651	5,041,540	43	3	3	4	4	4	4	3							7%
IT	8,402,339	17,710,643	117	21	22	22	21	21	22	11							9%
Purchasing	2,214,005	4,269,281	37	3	4	4	3	2	2	2							5%
Child Attorney	1,981,351	3,753,135	23	1	1	1	1	0	0	1							4%
Tax Assessor	8,629,918	17,399,321	190	15	20	18	19	19	20	22							12%
Tax Commissioner	8,551,538	16,249,118	190	6	4	5	6	9	12	13							7%
Regis & Elect	2,428,751	5,354,591	41	5	3	4	2	2	1	3							7%
HIV Elimination	89,888	171,910	1	0	0	0	0	0	0	0							0%
Police	3,565,655	6,812,691	68	7	7	6	5	6	5	5							7%
Sheriff	48,399,846	94,973,866	943	152	140	127	128	116	120	133							14%
Emergency Services	824,577	1,541,933	15	0	0	1	1	2	3	4							27%
Emergency Management	689,151	1,376,464	9	0	0	0	0	0	0	0							0%
Medical Examiner	2,944,479	5,595,976	44	2	2	3	3	2	2	1							2%
State Court-Solicitor	6,236,436	12,283,880	104	11	14	15	7	8	7	14							13%
Juvenile Court	8,778,793	16,340,920	165	18	15	15	13	11	9	16							10%
Probate Court	2,792,551	5,710,619	53	2	3	4	5	6	6	6							11%
County Marshal	3,780,792	7,301,842	72	5	5	6	4	4	3	4							6%
State Court-General	3,790,837	7,555,549	66	3	4	4	5	4	4	4							6%
State Court-All Judges	3,357,477	6,791,504	40	2	2	3	3	1	1	0							0%
Magistrate Court	2,353,454	4,643,854	20	0	1	1	1	1	2	3							15%
Superior Court-General	10,793,965	21,518,950	214	12	12	13	16	21	20	18							8%
Superior Court-Alljudges	5,035,383	9,540,772	80	1	1	0	0	0	0	0							0%
Superior Court-Clerk	10,216,652	20,263,412	208	20	23	22	22	20	22	25							12%
District Attorney	17,137,566	33,550,317	262	21	24	17	15	17	20	12							5%
Public Defender	13,233,572	25,217,426	162	6	5	5	7	3	3	3							2%
DREAM	7,603,311	16,226,412	180	23	27	26	28	26	30	26							14%
Library	12,420,434	25,036,510	295	40	40	29	32	34	30	25							8%
Behavioral Health	1,762,699	3,967,402	55	17	21	22	18	18	15	15							27%
Non-Agency	33,313,649	70,370,993	0	0	0	0	0	0	0	0							#DIV/0!
Economic Development	565,010	1,096,712	6	0	0	0	0	0	0	0							0%
<b>Grand Total</b>	<b>\$ 253,080,153</b>	<b>\$ 505,138,760</b>	<b>4026</b>	<b>426</b>	<b>424</b>	<b>398</b>	<b>392</b>	<b>383</b>	<b>387</b>	<b>390</b>							<b>10%</b>



\*Vacant positions in the County's HR system as of 8/1/2025. Does not include an internal department reconciliation of positions which may include active job offers, FMLA, military leave and other off-payroll positions.



# QUESTIONS



# **Monthly Emergency Purchase Orders & Monthly CM Contract Approval**

# EMERGENCY PURCHASE ORDERS AND CONTRACTS

FULTON COUNTY EMERGENCY PROCUREMENTS 6/7/2025 – 8/11/2025				
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Amount
6/16/2025	Emergency ice delivery services	Sheriff's Office	Village Ice Company, LLC	\$18,000.00
6/17/2025	Emergency replacement and installation for emergency fire door assembly at the Fulton County Jail	DREAM	Cornerstone Detention Products, Inc.	\$28,200.71
6/23/2025	Emergency millwork repairs for the Nurse's Station at the Behavioral Health Crisis Stabilization Unit	DREAM	Hogan Construction Group	\$9,742.00
7/8/2025	Emergency installation of new electronic locks for the Female and Male Observation Units at the Fulton County Jail due to vandalism	DREAM	Cornerstone Detention Products, Inc.	66,674.10
7/8/2025	Emergency removal and replacement of existing electronic lock mechanisms for the Female and Male Observation Units at the Fulton County Jail due to vandalism	DREAM	Middle GA Locksmith dba Acme Security, Inc.	\$17,007.20
7/25/2025	Emergency procurement to replace 13 housing unit ice machines at the Fulton County Jail	DREAM	TriMark USA, LLC	\$40,312.38
7/30/2025	Emergency Change Order* to cover the cost of services provided under the terms and conditions of the existing contract that to ensure the continuity of both routine jail maintenance service as well as the jail blitz project at the Fulton County Jail, the Jail South Annex and supporting the Jail Bridging Plan	DREAM	Johnson Controls, Inc.	\$1,436,867.78

\* This Change Order was approved by the County Manager pursuant to Purchasing Code Section 102-420(g)(2), wherein the County Manager is authorized to approve change orders due to extraordinary circumstances and the potential for the Contractor to cease providing services poses a threat to essential service delivery, life-safety and security, and require that extraordinary action be taken by the County Manager to ensure continuation of the services.

# County Manager Contract Approvals Less Than \$100K

DATE	CONTRACTOR/VENDOR NAME	CONTRACT PURPOSE	DEPARTMENT	AMOUNT
6/17/2025	OFFENDER ALUMNI ASSOCIATION, INC.	Violence Prevention Services	Juvenile Court	\$28,000.00
6/19/2025	SUNCOAST FORENCIS, LLC	Forensic Anthropology Services	Medical Examiner	\$50,000.00
6/27/2025	LUMIN8 TRANSPORTATION	On-Call Traffic Signal Maintenance Services	Public Works	\$85,000.00
7/2/2025	JETSTAR GROUP, LLC	Window Cleaning Services	DREAM	\$100,000.00
7/3/2025	HI-LITE AIRFIELD SERVICES, LLC	On-Call Airfield Marking Services	Public Works	\$90,000.00
7/4/2025	PWJ LANDSCAPE AND MAINTENANCE	Landfill Maintenance (Grass Cutting) Service	DREAM	\$99,000.00
7/10/2025	BLINDS FOR LESS, LLC	Venetian Mini-Blind Repair and Replacement Services	DREAM	\$50,000.00
7/15/2025	DILMAR OIL COMPANY, INC.	Vehicle Lubricants and Anti-Freeze	DREAM	\$70,000.00
7/15/2025	ONSITE MECHANICAL SERVICES, INC.	Fire Pumps and DW Pumps Maintenance and Repair	DREAM	\$75,000.00
7/23/2025	CORPORATE TEMPS, INC.	Temporary Staffing Services for Records Warehouse	FCIT	\$86,515.20
7/28/2025	BROOKS-BERRY-HAYNIE & ASSOCIATES,	Electrical Airfield Lighting ON-Call Services	Public Works	\$99,817.00
8/6/2025	BROOKS ENVIRONMENTAL SOLUTIONS,	Medical Waste Removal Hazardous	DREAM	\$13,300.00
8/7/2025	PINNACLE 33	Wayfinding Signs	DREAM	\$29,750.00
8/11/2025	TECHNICAL RESOURCE MANAGEMENT, LLC dba CORDANT HEALTH SOLUTIONS	Accountability Courts Drug and Alcohol Screen Confirmations	Juvenile Court	\$4,000.00



# QUESTIONS





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0603

**Meeting Date:** 8/20/2025

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### Department

County Manager

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

Presentation and approval to proceed with the planning of Option 3, which includes (1) the construction of a Special Purpose Building to serve vulnerable populations and offset the future need for outsourcing of inmates to out-of-County jail facilities, and (2) renovations at the Rice Street Main Jail.

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

N/A

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

Justice and Safety

### Commission Districts Affected

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

### Is this a purchasing item?

No



AUGUST 20 2025

# FULTON COUNTY JAIL CAPITAL IMPROVEMENT PROGRAM

Facility Condition Assessments & Recommendation



# AGENDA

- 01** Executive Summary
- 02** Facility Condition Assessments Summary
- 03** Options Summary
- 04** Financing
- 05** Requested Action & Next Steps



# 01

## Executive Summary

## Executive Summary

On July 10, 2024, the Board of Commissioners directed County Administration to procure a Program Management Team to:

- Conduct facilities assessments of Rice Street, the annexes, and the Atlanta City Detention Center (ACDC).
- Advise on prioritization of findings from the assessment.
- Provide options/scenarios of what can be delivered within the maximum allowable budget.
- Develop plans for inmate housing during construction.
- Provide estimates for a future special purpose building.

ACR Partners was engaged December 2024 to undertake this study effort and manage the resulting Capital Improvement Program (CIP).

Tasks completed:

- Facility condition assessment (FCA) of all Fulton County jail facilities & ACDC.
- Develop cost estimate and schedule of needed repairs/replacements to address deficiencies identified in findings.
- Develop CIP options to address needs.

## Executive Summary

- Rice Street renovations addressing the FCA findings are estimated to exceed the County's maximum allowable budget established at the July 10, 2024 Board of Commissioners meeting.
- Anticipated debt service funding includes: previously returned TAD increments earmarked for facility capital costs, future TAD roll-offs, and future pension contribution reductions. These options will provide necessary financing within the current millage rate.
- Numerous options were developed in collaboration with Fulton County. Each option includes estimates for:
  - Capital costs
  - Inmate outsourcing
  - Ongoing and interim maintenance
  - Project schedule
- Options do not include estimates for jail operating costs nor costs to address the consent decree.
- For all options, continuing access to ACDC was considered and evaluated.

## Study Assumptions & Considerations

- Each option is based on current bed needs plus classification flexibility. To establish a benchmark for comparison, each option assumes 3,200 beds.
- Capital cost estimates include escalation and are based on industry norms regarding similar facility programs.
- Renovation of the Annexes are not included in any option and would be used as swing space.
- Inmate outsourcing cost estimates are based on current contracts and potential private detention inmate outsourcing.
- Availability and proximity of inmate outsourcing space is severely limited.



# 02

## Facility Condition Assessments Summary

# Facility Condition Assessment Summary

System	Rice Street	ACDC	South Annex	Marietta Annex
Structure	Fair	Good	Poor	Good
Exterior Enclosure	Poor	Fair	Fair	Poor
Roof	Critical	Good	Fair	Poor
Interior Construction	Poor	Good	Fair	Fair
Stairs	Good	Good	Good	N/A
Interior Finishes	Critical	Fair	Fair	Fair
Site Improvements	Fair	Good	Fair	Fair
Conveying	Fair	Fair	N/A	N/A
Plumbing	Critical	Critical	Fair	Poor
HVAC	Poor	Poor	Fair	Poor
Fire Protection	Critical	Poor	Poor	Fair
Electrical	Critical	Fair	Fair	Fair
Equipment	Fair	Fair	Poor	Good

Legend	
Good	Well maintained, only minor repairs needed. Operates at optimal conditions.
Fair / Necessary, Not Yet Critical	More minor repairs and infrequent larger repairs required, but equipment is functioning properly.
Poor / Potentially Critical	Significant repairs or replacement required. Equipment is operating but deficiencies beginning to impact performance.
Critical / Currently Critical	Major repair or replacement required. Unit in need of a large overhaul repair or entire replacement for functionality to operate at ideal, safe conditions.



# 03

## Options Summary



## Renovate Rice Street and Build Special Purpose Facility

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### Scope

- Replace all deficiencies identified in the FCA and required code upgrades.
- Construct a special purpose facility to accommodate the projected behavioral care and special needs beds.
- Review a standard schedule versus accelerated schedule analysis.
- Review impact of ACDC transfer.

# Renovate Rice Street and Build Special Purpose Facility

## Baseline Schedule

Data Point	Option 1 Baseline SP 600 Beds
<b>Total Beds</b>	<b>3200</b>
<b>Capital Cost Estimate (\$)</b>	<b>708 M</b>
Rice Street Renovation	536 M
Special Purpose Facility	172 M
ACDC	---
<b>10 Year Maintenance Estimate</b>	<b>105 M</b>
Current Rice St Maintenance Budget (10 Yrs)	70 M
Incremental Maintenance Due to Project Impact (Delta)	35 M
ACDC Maintenance Estimate	---
<b>Outsourcing Cost Estimate (\$)</b>	<b>246 M</b>
Current Outsourcing Budget Through End of Project	84 M
Incremental Outsourcing Due to Project Impact (Delta)	162 M
<b>Total Cost Estimate (\$)</b>	<b>1059 M</b>
<b>Maximum Outsourced Bed Need</b>	<b>924</b>
<b>Schedule</b>	<b>10-11 Years</b>

All figures are Rough Order of Magnitude estimates and are subject to refinement during the next phase of the program.

# Renovate Rice Street and Build Special Purpose Facility

## Baseline Schedule | Accelerated Schedule

Data Point	Option 1 Baseline SP 600 Beds	Option 2 Accelerated SP 600 Beds
<b>Total Beds</b>	<b>3200</b>	<b>3200</b>
<b>Capital Cost Estimate (\$)</b>	<b>708 M</b>	<b>677 M</b>
Rice Street Renovation	536 M	505 M
Special Purpose Facility	172 M	172 M
ACDC	---	---
<b>10 Year Maintenance Estimate</b>	<b>105 M</b>	<b>96 M</b>
Current Rice St Maintenance Budget (10 Yrs)	70 M	70 M
Incremental Maintenance Due to Project Impact (Delta)	35 M	26 M
ACDC Maintenance Estimate	---	---
<b>Outsourcing Cost Estimate (\$)</b>	<b>246 M</b>	<b>334 M</b>
Current Outsourcing Budget Through End of Project	84 M	52 M
Incremental Outsourcing Due to Project Impact (Delta)	162 M	282 M
<b>Total Cost Estimate (\$)</b>	<b>1059 M</b>	<b>1107 M</b>
<b>Maximum Outsourced Bed Need</b>	<b>924</b>	<b>1813</b>
<b>Schedule</b>	<b>10-11 Years</b>	<b>6-7 Years</b>

All figures are Rough Order of Magnitude estimates and are subject to refinement during the next phase of the program.

## Renovate Rice Street and Build Special Purpose Facility

### Recommended Scenario – Outsourcing Offset

- Outsourcing cannot be financed with bonds and is a sunk cost.
- A scenario was investigated where a larger Special Purpose Facility is constructed to eliminate all incremental outsourcing costs. This results in a net cost impact of \$123M.
- Renovation of Rice Street is sequenced after completion of the Special Purpose Facility mitigating all outsourcing needs during construction.
- ACDC lease term would need to be extended or alternatives identified to mitigate outsourcing needs prior to renovation of Rice Street.
- The net cost impact of \$123M eliminates all outsourcing following project completion as well. Currently the County spends \$16M annually on outsourcing inmates. This equates to a 10% project cost increase and after eight years, it has paid for itself with the elimination of outsourcing costs.
- Upon project completion, Rice Street will accommodate single bunking, yielding greater operational flexibility in closer alignment to the consent decree.

# Renovate Rice Street and Build Special Purpose Facility

## Baseline Schedule | Accelerated Schedule | Outsourcing Offset

Data Point	Option 1 Baseline SP 600 Beds	Option 2 Accelerated SP 600 Beds	Option 3 Outsourcing Offset SP 1813 Beds
<b>Total Beds</b>	3200	3200	3200
<b>Capital Cost Estimate (\$)</b>	708 M	677 M	1088 M
Rice Street Renovation	536 M	505 M	552 M
Special Purpose Facility	172 M	172 M	536 M
ACDC	---	---	---
<b>10 Year Maintenance Estimate</b>	105 M	96 M	96 M
Current Rice St Maintenance Budget (10 Yrs)	70 M	70 M	70 M
Incremental Maintenance Due to Project Impact (Delta)	35 M	26 M	26 M
ACDC Maintenance Estimate	---	---	---
<b>Outsourcing Cost Estimate (\$)</b>	246 M	334 M	47 M
Current Outsourcing Budget Through End of Project	84 M	52 M	78 M
Incremental Outsourcing Due to Project Impact (Delta)	162 M	282 M	-31 M
<b>Total Cost Estimate (\$)</b>	1059 M	1107 M	1231 M
<b>Maximum Outsourced Bed Need</b>	924	1813	741
<b>Schedule</b>	10-11 Years	6-7 Years	9 Years

Recommended  
Option

All figures are Rough Order of Magnitude estimates and are subject to refinement during the next phase of the program.

# Renovate Rice Street and Build Special Purpose Facility

## Baseline Schedule | Accelerated Schedule | Outsourcing Offset | ACDC Transfer

Data Point	Option 1 Baseline SP 600 Beds	Option 2 Accelerated SP 600 Beds	Option 3 Outsourcing Offset SP 1813 Beds	Option 4 ACDC Transfer SP 600 Beds
<b>Total Beds</b>	3200	3200	3200	3200
<b>Capital Cost Estimate (\$)</b>	708 M	677 M	1088 M	779 M
Rice Street Renovation	536 M	505 M	552 M	536 M
Special Purpose Facility	172 M	172 M	536 M	172 M
ACDC	---	---	---	71 M
<b>10 Year Maintenance Estimate</b>	105 M	96 M	96 M	131 M
Current Rice St Maintenance Budget (10 Yrs)	70 M	70 M	70 M	70 M
Incremental Maintenance Due to Project Impact (Delta)	35 M	26 M	26 M	26 M
ACDC Maintenance Estimate	---	---	---	35 M
<b>Outsourcing Cost Estimate (\$)</b>	246 M	334 M	47 M	98 M
Current Outsourcing Budget Through End of Project	84 M	52 M	78 M	16 M
Incremental Outsourcing Due to Project Impact (Delta)	162 M	282 M	-31 M	82 M
<b>Total Cost Estimate (\$)</b>	1059 M	1107 M	1231 M	1008 M
<b>Maximum Outsourced Bed Need</b>	924	1813	741	741
<b>Schedule</b>	10-11 Years	6-7 Years	9 Years	8 Years

*Recommended  
Option*

All figures are Rough Order of Magnitude estimates and are subject to refinement during the next phase of the program.



# 04

## Financing

# Financing

## Recommended Option

	Option 1 Baseline SP 600 Beds	Option 2 Accelerated SP 600 Beds	Option 3 Outsourcing Offset SP 1813 Beds	Option 4 ACDC Transfer SP 600 Beds
<b>Total Project Costs (Millions)</b>	\$1059	\$1107	\$1230	\$1008
<b>Capital Costs (Millions)</b>	\$708	\$677	\$1088	\$779
<b>Estimated Debt Service (millions per year)</b>	\$60.5	\$57.6	\$84.3	\$64.8
Less : Available Debt Service Budget	\$10	\$10	\$10	\$10
Less : Existing Returned TAD Increment (capital to debt service)	\$8.6	\$8.6	\$8.6	\$8.6
<b>Balance to Cover Debt Service</b>	\$41.9	\$39.0	\$65.7	\$46.2
<b>Millage Rate Impact to cover Balance (78.8 per mil)</b>	<b>0.53</b>	<b>0.49</b>	<b>0.83</b>	<b>0.59</b>

<b>Potential Other Resources (millions per year):</b>	
TAD Rolloff 2030 – 2031	\$42.50 Estimated using 2025 values @ 8.87 mils
TAD Rolloff 2033 – 2045	\$14.77 Estimated using 2025 values @ 8.87 mils
Reduction in Pension Contribution - 2033	\$50.00 2025 Actuarial Valuation Report Projection
<b>Total</b>	<b>\$107.27</b>

All figures are Rough Order of Magnitude estimates and are subject to refinement during the next phase of the program.



# 05

## Requested Action & Next Steps

## Requested Action & Next Steps

### Requested Action:

Approval to proceed with the planning of Option 3, which includes (1) the construction of a Special Purpose Building to serve vulnerable populations and offset the future need for outsourcing of inmates to out-of-County jail facilities, and (2) renovations at the Rice Street Main Jail.

### Next Steps:

1. Begin the Programming effort, which will refine:
  - Space list & square footage requirements
  - Fulton County Sheriff's Office (FCSO) operational needs
  - Capital & operating cost estimates
  - Anticipated schedule
2. Develop stakeholder and monitor engagement strategies.
3. Issue project team solicitations for Special Purpose Facility (design, construction management, and other project vendors).



Thank You!

**ACCR**  
PARTNERS





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0604

Meeting Date: 8/20/2025

### Department

Finance

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

Presentation, review, and approval of August 20, 2025, Budget Soundings and Resolution.

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

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

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

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

No

### Summary & Background

The August 20, 2025 Soundings request is submitted for your review and approval. Below is a brief summary of each request and the related justification.

### GENERAL fund

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

- **Transfer funds from the Non-Agency Department budget to the Medical Examiner Department budget to fund the remaining decedent transport services for FY25 following the termination of the prior vendor contract. - (Page 3)**

**Fiscal Impact / Funding Source**

**Funding Line 1:**

Various funding sources identified in soundings document



# AUGUST BUDGET SOUNDINGS

August 20, 2025

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**Presented**

**to the**

**Board of Commissioners**

**by the**

**Finance Department**

FULTON COUNTY, GEORGIA  
 SUMMARY OF BUDGET SOUNDINGS FACT SHEET  
 August 20, 2025 Sounding - TMP 5988

**GENERAL FUND:**

**AUGUST 20, 2025 SOUNDINGS:**

	<u>Contingency Actions</u>	<u>Non-Agency Actions</u>
Beginning Contingency as of January 1, 2025:	\$ 1,000,000	\$ -
Less March Soundings 3/19/25 [Special]	\$ -	\$ -
Less April Soundings: 4/2/25	\$ -	\$ -
Less April Soundings: 4/16/25	\$ -	\$ -
Less May Soundings: 5/7/25	\$ -	\$ -
Less May Soundings: 5/21/25	\$ -	\$ -
Less June Soundings: 6/4/25	\$ -	\$ -
Less June Soundings: 6/18/25	\$ -	\$ -
Less July Soundings: 7/9/25	\$ -	\$ -
Less August Soundings: 8/6/25	\$ -	\$ -
Less August Soundings: 8/20/25	\$ (131,000)	\$ -
Less September Soundings: 9/3/25	\$ -	\$ -
Less September Soundings: 9/17/25	\$ -	\$ -
Less October Soundings: 10/1/25	\$ -	\$ -
Less October Soundings: 10/15/25	\$ -	\$ -
Ending Contingency Balance:	<u>\$ 869,000</u>	<u>\$ -</u>

Page #

Department Name & Agency Number	Amount	Amount
3 <b>Non-Agency</b>	<b>(131,000)</b>	
3 <b>Medical Examiner</b>	<b>\$131,000</b>	
<b>Item 25-0467 - approved by BOC: Transfer funds from the Non-Agency to the County Manager budget appointment of the Correctional Operations Technical Advisor for FY2025 - June 18th</b>		
<b>Non-Agency</b>		<b>-\$38,772</b>
<b>County Manager</b>		<b>\$38,772</b>
<b>Item 25-0300 - approved by BOC Accountability Court Consolidation Position and Corresponding Funding Transfer - April 16th</b>		
<b>Magistrate Court - 422</b>		<b>-\$62,844</b>
<b>State Court - 420</b>		<b>-\$277,087</b>
<b>Superior Court - 450</b>		<b>\$339,932</b>
<b>Item 25-0346 - approved by BOC Transfer Funds from Non Agency to DBHDD for Diversion Center Support - May 7th</b>		
<b>Non-Agency - Dept 999</b>		<b>-\$1,700,000</b>
<b>Behavioral Health - Dept 755</b>		<b>\$1,700,000</b>
<b>Total Request from Contingency</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Fund Impact</b>	<b>\$0</b>	<b>\$0</b>

**GENERAL FUND**

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

**Action Required:**

Transfer funds from the Non-Agency Department budget to the Medical Examiner Department budget to fund the remaining decedent transport services for FY25 following the termination of the prior vendor contract..

<b><u>Department</u></b>	<b><u>Funding Line</u></b>	<b><u>Funding Line Name</u></b>	<b>Increase</b>	<b>Decrease</b>
<b>Medical Examiner</b>	100-340-3400-1160	Professional Services	\$ 131,000	
<b>Non-Agency (Contingency)</b>	100-999-S999-1900	Contingency		\$ 131,000

**Purpose (Justification):**

The Medical Examiner's Office requests a transfer of \$131,000 from Non-Agency Department Contingency to address a budget shortfall for decedent transport services resulting from the termination of the previous vendor, Thompson Mortuary, on May 21, 2025, due to multiple theft reports, including an unrecovered family heirloom. An interim vendor was secured through December 31, 2025, at a rate of \$285 per transport, exceeding the FY25 budgeted rate of \$120. With an average of 110 monthly transports, the increased cost has created a projected shortfall of \$131,000.

1           **RESOLUTION BY THE FULTON COUNTY BOARD OF**  
2 **COMMISSIONERS TO AMEND FULTON COUNTY’S CURRENT BUDGET ON**  
3 **AUGUST 20, 2025, TO MODIFY DEPARTMENTAL BUDGETS; AND FOR**  
4 **OTHER PURPOSES**  
5  
6

7           **WHEREAS**, O.C.G.A. § 36-81-3 provides that counties have the authority  
8 to adopt an ordinance to establish their own fiscal year and budget preparation  
9 process; and

10           **WHEREAS**, the Board of Commissioners of Fulton County has determined  
11 that it is in the best interest of the County to have a streamlined budget preparation  
12 process that provides the necessary legal requirements and removes previous  
13 time consuming and burdensome practices; and

14           **WHEREAS**, O.C.G.A. § 36-81-3 provides that a county may amend its  
15 budget to adapt to changing governmental needs during the budget period; and

16           **WHEREAS**, O.C.G.A. § 36-81-3(d) provides that amendments shall be  
17 made as follows:

18           (1) Any increase in appropriation at the legal level of control of the local  
19 government, whether accomplished through a change in anticipated revenues in  
20 any fund or through a transfer of appropriations among departments, shall require  
21 the approval of the governing authority. Such amendment shall be adopted by  
22 ordinance or resolution, and the basis for the funding decision does not negate or  
23 create personnel policy or procedure;

24           (2) Transfers of appropriations within any fund below the local government's  
25 legal level of control shall require only the approval of the budget officer; and

26           (3) The governing authority of a local government may amend the legal level

1 of control to establish a more detailed level of budgetary control at any time during  
2 the budget period. Said amendment shall be adopted by ordinance or resolution;  
3 and

4 **WHEREAS**, the legal level of control for Fulton County is the departmental  
5 level.

6 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of  
7 Fulton County, Georgia, that, pursuant to O.C.G.A. § 36-81-3(d), the current  
8 budget is hereby amended by approval of the attached departmental budget  
9 modifications.

10 **BE IT FURTHER RESOLVED THAT** all resolutions or parts thereof in  
11 conflict herewith are hereby repealed.

12 **SO PASSED AND ADOPTED**, this 20th day of August, 2025.

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

16  
17  
18  
19 \_\_\_\_\_  
20 Robert L. Pitts, Chairman  
21

22  
23 ATTEST:

24 APPROVED AS TO FORM:  
25

26 \_\_\_\_\_  
27 Tonya Grier  
28 Clerk to the Commission

26 \_\_\_\_\_  
27 Y. Soo Jo  
28 County Attorney





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0605

Meeting Date: 8/20/2025

### Department

Finance

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

Request approval of a Supplemental Tax Resolution to affirm the 2025 Fulton County Board of Education millage rate.

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

OCGA 36-81-5; OCGA 48-5-32 and OCGA 48-5-32-1

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

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

No

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

**Scope of Work:** The Board of Commissioners approved 2025 millage rates for the General fund, Bond fund, and Fulton Industrial Special Services District on August 6, 2025. At that time, the Fulton County Board of Education had not yet adopted a 2025 millage rate. On August 19, 2025, The Fulton County Board of Education is expected to approve a millage rate of 17.080, which requires ratification from the Fulton County Board of Commissioners. Their 2024 millage rate was also 17.080. They have provided for the required public hearing and advertised their levy per State law. Attached is the Fulton County Supplemental Resolution affirming the Board of Education's 2025 millage rate along with their Resolution passed August 19, 2025.

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**Agenda Item No.:** 25-0605

**Meeting Date:** 8/20/2025

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**Community Impact:**

**Department Recommendation:** Recommend approval

**Project Implications:**

**Community Issues/Concerns:**

**Department Issues/Concerns:**

**FULTON COUNTY, GEORGIA**  
**SUPPLEMENTAL TAX RESOLUTION**

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF FULTON COUNTY and it is hereby ordered by the same that there is hereby levied on all property in Fulton County subject to taxation, an ad valorem tax for the year 2025 for the following purposes and in the specific amounts, the same being levied and to be collected for County purposes (except educational purposes and Fulton County School District bonded debt purposes for which separate levies are made) as provided by law:

**PART I**  
**COUNTY-WIDE TAX LEVY**

WHEREAS, there was levied and collected in Fulton County during the year 1992, a joint sales and use tax in accordance with the provisions of Official Code of Georgia Annotated Title 48, Chapter 8, Article 2, and

WHEREAS, such provisions of law requires an annual adjustment of the millage rate for ad valorem taxation of tangible property within Fulton County.

NOW THEREFORE, the following determinations are hereby made by the Board of Commissioners of Fulton County:

**PART II**  
**SCHOOL TAX LEVY**

WHEREAS, on August 19, 2025, pursuant to Article VIII, Section VI, and Article IX, Section V, of the Constitution of Georgia, and pursuant to the referendum election held on January 20, 1956, the Fulton County Board of Education passed the following resolution:

**OPERATION OF SCHOOLS** – Special District Levy

BE IT RESOLVED that, the County Commissioners of Fulton County be requested to levy for the year 2025 a tax of 17.080 mills upon the dollar of the assessed value of all taxable property in Fulton County, outside the City of Atlanta, for the support and maintenance of public schools, public education, and activities necessary or incidental thereto, including school lunches.

**SCHOOL BONDS** – Special District Levy

BE IT FURTHER RESOLVED that the County Commissioners of Fulton County be requested to levy for the year 2025 a tax of 0.0 mills upon the dollar of the assessed value of all taxable property in Fulton County, outside the City of Atlanta, as a sinking fund for the retirement of principal and payment of interests on bonds issued by the Fulton County School District.

**(a) Operation of Schools – Special District Levy**

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Fulton County that pursuant to Article VIII, Section VI, Paragraph I, of the Constitution of Georgia, there is hereby levied for the year 2025 for the support of public schools under the control of Fulton County Board of Education a tax of 17.080 mills on the dollar of all taxable property in the County outside the City of Atlanta.

**(b) School Bonds – Special District Levy**

BE IT FURTHER RESOLVED and it is hereby ordered that there is hereby levied a tax of 0.0 mills on the dollar of all taxable property of the County outside the City of Atlanta for the year 2025 as a sinking fund for the retirement of principal and payment of interest on bonds issued by the Fulton County School District.

	<b>Rate Per <u>\$1,000</u></b>
For Operation of Schools, Special District Levy.....	<u>17.080</u>
For School Bonds, Special District Levy.....	<u>0.0</u>
Total.....	<u>17.080</u>

Fulton County Board of Commissioners:

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

Attest:

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

Approved as to form:

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





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0606

**Meeting Date:** 8/20/2025

### Department

Information Technology

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

Request approval to utilize cooperative purchasing - Information Technology, NASPO ValuePoint Contract 22PSX0086AD, IT Managed Service Providers in the amount not to exceed \$584,000.00 with uWork.com, Inc. d/b/a Covendis Technologies, Inc., (Atlanta, GA) to provide support for IT services and operation. Effective August 12, 2025 through December 31, 2025.

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

In accordance with Purchasing Code Section 102-462, requests for approval to utilize cooperative purchasing agreements of more than \$100,000 shall be forwarded to the Board of Commissioners for approval.

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

**Open and Responsible Government**

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** FCIT has challenges with attrition and quickly staffing critical positions which leads to infrastructure and operational stability issues. To resolve these issues, FCIT is seeking to partner with uWork.com, Inc. to augment its talent pool and complete project-related work.

**Scope of Work:** Immediate acquisition of critical resources to address risks and negative impact as well as a staffing model needed to support Fulton County IT services and operations. The critical resources are listed below:

- 1. Database Architect
- 2. Web Systems Engineer/Senior Intranet Specialist
- 3. Applications

Support (Analyst or Engineer)  
Engineer

6. Storage and Compute Engineer/Systems Engineer  
Support Engineer  
Manager

10. Vendor Relationship Manager  
Coordinator

4. Datacenter Operations

5. Network Engineer

7. Endpoint

8. Program Project

9. Business Analyst

11. Training

Additionally, this scope includes project related work that must adhere to the statement of work

requirements in the contract referenced below:

### **Requirements for Statements of Work**

Each SOW must, at a minimum, set forth the following:

- Hours, schedule, location of workplace
- Clearly defined milestones and deliverables (services) to be Contractor
- FCIT requirement for reporting requirements
- Documents required from the Contractor (reports, manuals, documentation as identified by FCIT)
- Applicable technical standards required
- FCIT policies and procedures
- Applicable project or implementation schedule for the deliverables
- Evaluation, testing, and acceptance requirements
- Project Budget (Cost of the deliverables/services per product, schedule, and payment based milestones)
- Position title and name of IT professional(s) performing under the SOW
- Support and maintenance obligations, if required
- Additional background checks if warranted
- Revisions outside of the scope of the SOW or changing the SOW will not be allowed. A new SOW must be submitted and approved.

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**Agenda Item No.:** 25-0606

**Meeting Date:** 8/20/2025

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**Community Impact:** None

**Department Recommendation:** The Department of Information Technology recommends approval.

**Project Implications:** This contract will ensure continuity of IT operations.

**Community Issues/Concerns:** No community issues or concerns

**Department Issues/Concerns:** There are no department concerns with this request.

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

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

Not Applicable

**Exhibits Attached**

Exhibit 1: Draft Copy of NASPO Participating Addendum

Exhibit 2: Performance Evaluation

Exhibit 3: Scope of Work

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

Kevin Kerrigan, Chief Information Officer, Information Technology - 404-612-0057

**Contract Attached**

Yes

**Previous Contracts**

No

**Total Contract Value**

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$584,000.00
TOTAL:	\$584,000.00

**Fiscal Impact / Funding Source**

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**Agenda Item No.:** 25-0606

**Meeting Date:** 8/20/2025

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**Funding Line 1:**

100-999-S200-1160- General Fund-Non Agency- Professional Services - \$584,000.00

<b>Key Contract Terms</b>	
<b>Start Date:</b> 8/12/2025	<b>End Date:</b> 12/31/2025
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b>

**Overall Contractor Performance Rating:** 100

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

Yes

**Report Period Start:**  
4/1/2025

**Report Period End:**  
6/30/2025

**PARTICIPATING ADDENDUM BETWEEN**  
**UWORK, INC. DBA COVENDIS AND**  
**FULTON COUNTY, GEORGIA**

A] The State of Connecticut, acting by its Department of Administrative Services, in collaboration with NASPO ValuePoint cooperative contract consortium of the National Association of State Procurement Officers, LLC, competitively solicited RFP 22PSX0086: IT Managed Service Providers, then awarded to uWork, Inc. dba Covendis (“Contractor”), which resulting contract 22PSX0086AD and its amendments (collectively the “Master Agreement”), is incorporated herein by reference and included in **Exhibit A**;

B] The Master Agreement allows any state, political subdivision, or other legal entity, to use the Master Agreement AND place orders thereunder by executing participating addendums.

C] Fulton County, Georgia, a political subdivision of the State of Georgia, chartered by an Act of the Georgia General Assembly, managed and controlled by the Fulton County, Georgia (“County”). COUNTY is a political subdivision and desires to participate in the Master Agreement on and subject to the modifications, special stipulations, terms, and conditions set forth herein below.

*Accordingly, for good and valuable consideration*, the receipt of sufficiency of which is acknowledged, this Participating Addendum Agreement (the “Participating Addendum” or “Agreement”) is made by and between Contractor and COUNTY for the purpose of allowing COUNTY to participate in and place orders under the Master Agreement, subject to the modifications and special stipulations, terms and conditions set forth herein below.

- 1) **MASTER AGREEMENT.** COUNTY hereby elects to participate in the Master Agreement and Contractor agrees to provide the products and services to COUNTY in accordance with the terms and conditions of the Master Agreement, except as amended, modified and/or supplemented hereinbelow. The Master Agreement, and this Participating Addendum shall be collectively referred to as the “Agreement.” In the event of an inconsistency among the Master Agreement and this Participating Addendum, the Participating Addendum has precedence, then the Master Agreement.
- 2) **GOVERNING LAW.** The Agreement shall be interpreted under, governed by, and construed in accordance with the laws of the State of Georgia applicable to contracts made and performed in such state. Jurisdiction and venue of any action relating to the interpretation and enforcement of this Agreement shall be proper only in the Superior or State Courts of Fulton County, or in the U.S. District Court, Northern District, Atlanta Division. Contractor consents to the exclusive jurisdiction of the state and/or federal courts of the State of Georgia, in Fulton County and to the personal jurisdiction of such courts. Contractor waives all statutory service of process requirements and expressly consents to service of process by mail delivery to Contractor at the address provided by Contractor on the signature page below. Contractor waives any and all objections Contractor may now or hereafter have based on venue or forum *non conveniens*.
- 3) **INITIAL TERM.** The initial term/base period for this Agreement shall commence August 12, 2025 and end on December 31, 2025.
- 4) **OPTIONAL RENEWAL TERMS.** In addition to the base period of one (1) year, COUNTY may, in its sole discretion, renew the Agreement for four (4) additional one-year periods (each a "Renewal Term") not to exceed however, the expiration date of the Master Agreement, and contingent upon the renewal of the Master Agreement for successive years.

- 5) **MSP SERVICE FEE AND VMS SERVICE FEE.** COUNTY will not pay the MSP Service Fee, nor the VMS Service Fee under this Participating Addendum. These fees will be covered by the Contractor or the Contractor's Staffing Resource Providers, and not by COUNTY. The Fee Structure for the Agreement is incorporated herein by reference and included in **Exhibit B**.
- 6) **SECTION 20-2-506 COMPLIANCE.** Additionally, as required by O.C.G.A. § 20-2-506, this Agreement shall terminate absolutely and without further obligation on the part of COUNTY at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, unless earlier terminated as provided in this Agreement or the Contract, or renewed as provided herein. During the Term, this Agreement will be automatically renewed for the following calendar year unless this Agreement is terminated with thirty (30) days' notice prior to the end of the calendar year, or in accordance with the Contract.
- 7) **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT.** Contractor agrees to and shall comply with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, *et seq.* as amended and Georgia Department of Labor Rule 300-10-1, *et seq.* is required. Pursuant to O.C.G.A. § 13-10-91 no vendor, contractor or subcontractor may enter into a contract with a public employer for the physical performance of services unless the vendor, contractor or subcontractor is registered with and participates in the federal work authorization program to verify information of all newly hired employees, and provides certain required affidavits. If Contractor is providing services to COUNTY, Contractor is required to affirm compliance by completing the appropriate Georgia Security and Immigration Compliance documents attached as **Schedule 1**.
- 8) **OPEN RECORDS ACT.** Contractor acknowledges and agrees that COUNTY is obligated to timely comply with requests for information pursuant to state and federal law and regulation. Notwithstanding any provision to the contrary contained in this Agreement, Contractor acknowledges and agrees that COUNTY shall comply with requests for information pursuant to applicable state and federal laws and regulations, including without limitation the Georgia Open Records Act O.C.G.A. § 50-18-70 *et seq.* without notice to Contractor prior to compliance.
- 9) **CONFIDENTIALITY, PRIVACY, AND SECURITY.** Contractor's employees, agents and affiliates (collectively "Contractor") may have access to or become aware of COUNTY's confidential information including without limitation COUNTY's strategic plans, employee data, student data and other such Information of COUNTY (collectively referred to as the "**Confidential Information**"). Contractor shall presume that all information received pursuant to the Agreement or in the course of fulfilling Contractor's responsibilities to COUNTY under the Agreement is Confidential Information unless otherwise expressly designated by COUNTY. Contractor must maintain industry standard technical safeguards in order to preserve and protect the confidentiality of COUNTY's data and to protect and prevent unauthorized disclosure and use of student and personnel information. All Confidential Information as well as other documents, data, and information provided to the Contractor by COUNTY is and will remain the property of COUNTY to the extent that it was the property of COUNTY at the time it was provided to the Contractor. All Confidential Information and COUNTY data shall be returned to COUNTY by the Contractor within thirty (30) days following termination of the Agreement without cost to COUNTY, with no copies retained by Contractor. If requested by COUNTY, an officer of the Contractor will certify in writing that, to the best of his/her knowledge, Information and belief, all Confidential Information and all copies thereof have been delivered to COUNTY and removed from Contractor's systems with no copies retained by Contractor.

- 10) **ASSIGNMENT.** Neither Party may assign this Agreement or the Party's rights and obligations under the Agreement for any reason without the prior written consent of the other Party, which consent may be withheld for any reason.
- 11) **PROHIBITED AGREEMENTS.** Any provision contained in the Agreement or any Contractor document that (a) violates the prohibition against a pledge of credit by COUNTY, or (b) requires COUNTY to expend funds for purposes other than educational purposes, or (c) constitutes a waiver of COUNTY' sovereign immunity, or (d) required COUNTY to pay interest, collection fees, penalties or liquidated damages; or (e) constitutes an illegal gratuity or (f) requires COUNTY' indemnification of Contractor is null and void.
- 12) **USE OF COUNTY' NAME, LOGO OR TRADEMARK.** Contractor may not use COUNTY' name, logo or trademark in any manner without first obtaining COUNTY's written consent separate and apart from this Agreement. Any request by Contractor shall include a detailed description of how COUNTY' name, logo and/or trademark will be used along with proposed depictions of such use. Any consent provided by COUNTY may be subsequently terminated by COUNTY with notice to Contractor, in which event the Contractor shall cease using COUNTY' name, logo or trademark effective on the date of termination.
- 13) **GENERAL INSURANCE REQUIREMENTS.** The following insurance requirements apply to all work under this Agreement by the Contractor and its subcontractors of any tier:
- a. The Contractor shall provide a current certificate of insurance as required within five (5) days after notification issued by the COUNTY Purchasing and Warehouse Operations Services Department.
  - b. All insurance required by this Agreement shall be maintained during the entire length of this Agreement, including any extensions thereto, and until all work has been completed to the satisfaction of the COUNTY. All insurance must be on an occurrence basis unless otherwise specified.
  - c. Policies written on a "claims made" basis (typically, cyber, professional liability, and pollution liability) shall include the following provisions:
    - i. The retroactive date must be shown on the certificate of insurance.
    - ii. Insurance must be maintained for at least two (2) years after completion of the work and/or Agreement.
  - d. If coverage is canceled or non-renewed after the work has been completed and/or the Agreement has ended, the Contractor must purchase the extended reporting period for at least two (2) years.
  - e. The Contractor or any of its subcontractors shall not commence work under the Agreement until all insurance requirements have been complied with and until evidence of all insurance requirements in each contract with each subcontractor of any tier is provided, and the Contractor shall require the same to comply with all such requirements
  - f. COUNTY does not represent that coverage and limits will necessarily be adequate to protect the Contractor. Insurance provided by the Contractor shall not limit the Contractor's obligation to indemnify and defend COUNTY for claims or suits which result from or connected with the performance of this contract.
  - g. COUNTY shall be covered as an Additional Insured, where applicable, under all insurance required by this Agreement. Confirmation of this shall appear on all certificates of insurance and on all applicable policies. The title of the awarded Agreement shall also appear on all applicable policies.
  - h. COUNTY shall be given no less than thirty (30) days' notice of cancellation, material change, or nonrenewal of insurance policies required under this Agreement.

- i. Each and every insurance agent shall warrant when signing the certificate of insurance that she/he is acting as an authorized representative on behalf of the company or companies affording insurance coverage under the Agreement and that she/he is licensed by the State of Georgia to conduct insurance business in the State of Georgia and that the companies affording insurance coverage are currently licensed by the State of Georgia and are currently in good standing with the Commissioner of Insurance for the State of Georgia.
- j. All companies providing insurance required by this Agreement shall meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance. For all contracts, regardless of risk, companies providing insurance under this Agreement must have a current:
  - i. Best's Rating not less than A-
  - ii. Best's Financial Size Category not less than Class VII
- k. In the event the Contractor neglects, refuses, or fails to provide insurance required by the Agreement, or if such insurance is canceled for any reason, COUNTY shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or COUNTY shall have the right to cancel the Agreement.
- l. All policies shall provide a Waiver of Subrogation in favor of COUNTY.

14) **REQUIRED INSURANCE COVERAGE.**

- a. Workers' Compensation and Employer's Liability Insurance. The Contractor shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each employee who is or may be engaged in work under this Agreement.
  - i. Workers Compensation: Statutory limit
  - ii. Employers Liability:
    - 1. \$500,000 Bodily Injury by Accident – Each Accident
    - 2. \$500,000 Bodily Injury by Disease – Each Disease
    - 3. \$500,000 Bodily Injury by Disease – Each Employee
- b. Comprehensive General Liability Insurance.
  - i. \$2,000,000 General Aggregate
  - ii. \$2,000,000 Products & Completed Operations Aggregate
  - iii. \$1,000,000 Each Occurrence
  - iv. \$1,000,000 Personal & Advertising Injury
  - v. \$ 500,000 Damages to Premises / Fire Legal
  - vi. \$ 5,000 Medical Payments
- c. Automobile Liability Insurance. The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit except for products or services that are remote. The following extensions of coverage shall be provided and indicated on the certificate of insurance.
  - i. Owned, hired, leased and non-owned vehicles must be covered.
  - ii. If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under this Agreement.
- d. Umbrella Liability Insurance. The Contractor shall procure and maintain Umbrella Liability Insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate.

- e. Cyber Liability Insurance. This is required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and/or technology-related contracts. Insurance shall be maintained at least two (2) years after the completion of the work and/or Agreement.
  - i. \$1,000,000 Each Claim/Wrongful Act
  - ii. \$2,000,000 Annual Aggregate
  - iii. \$1,000,000 Business Interruption
  - iv. \$1,000,000 Data Recovery
  - v. \$500,000 Cyber Extortion Expenses
  - vi. \$50,000 Cyber Extortion/Ransom Payments
  - vii. Coverage shall include at a minimum:
    - 1. Information Security and Privacy Liability
    - 2. Regulatory Fines and Penalties
    - 3. Payment Card Industry (PCI)—if credit cards and/or banking information is obtained or accessed.
    - 4. Ransomware

15) **NOTICE.** All notices shall be in writing and shall be personally delivered, sent by regular mail, overnight delivery service or sent by certified mail, return receipt requested, postage prepaid. Notices will be deemed given (a) on the date delivered if delivered personally, (b) on the first business day following the date of dispatch if delivered by overnight delivery service, or (c) on the earlier of confirmed receipt or the fifth business day following the date of mailing if sent by certified mail. Notice to COUNTY must be sent to each address set forth below.

a. **Chief Information Officer, Information Technology**  
141 Pryor St S.W, Suite  
Atlanta, Georgia 30303  
Attn: Kevin Kerrigan  
Email: [kevin.kerrigan@fultoncountyga.gov](mailto:kevin.kerrigan@fultoncountyga.gov)

b. **Chief Purchasing Agent, Department of Purchasing & Contract Compliance**  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303  
Attn: Felicia Strong-Whitaker  
Email: [felicia.strong-whitaker@fultoncountyga.gov](mailto:felicia.strong-whitaker@fultoncountyga.gov)

IN WITNESS WHEREOF, the Parties through their duly authorized representatives signing below, executed and agree to be legally bound by the terms, conditions, and provisions of these Special Stipulations and the overall Agreement.

**“CONTRACTOR”**  
**UWORK, INC. DBA COVENDIS**

**“COUNTY”**  
**FULTON COUNTY, GEORGIA**

By \_\_\_\_\_

Name:

Title:

Date:

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

ATTEST:

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

(Affix County Seal)

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Kevin Kerrigan, Chief Information Officer  
Fulton County Information Technology

ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>	ITEM#: _____ 2 <sup>ND</sup> RM: _____ <b>SECOND REGULAR MEETING</b>
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## Schedule 1

### E-VERIFY COMPLIANCE AND E-VERIFY AFFIDAVIT INSTRUCTIONS

In order to conduct business with Fulton County, Georgia (“County”), the Contractor must complete the Contractor Affidavit of Compliance form and the Subcontractor Affidavit of Compliance form, if applicable. If the Contractor is exempt from E-Verify compliance under O.C.G.A. 13-10-90, *et seq.*, the Contractor must complete the Contractor Affidavit of Exception form. Below are the instructions on how to complete the forms.

**Contractor Affidavit of Compliance** - In order to comply with State law, regulations, and COUNTY policies and procedures, COUNTY requires a completed, signed, and notarized Contractor Affidavit of Compliance confirming E-Verify compliance from any vendor providing labor or services in an amount that exceeds \$2,499. The E-Verify program is a federal program operated by the US Customs & Immigration Services branch of the Department of Homeland Security.

- a) First, register your company at: <https://www.e-verify.gov/e-verify-enrollment> if you have not already done so.
  - For questions regarding E-Verify - visit: <https://www.e-verify.gov/contact-us> or email [E-verify@dhs.gov](mailto:E-verify@dhs.gov) or call 888-464-4218.
- b) Log in to your registration account at: <https://e-verify.uscis.gov/web/Login.aspx> and view your Memorandum of Understanding (MOU).
  - Your company ID Number is listed at the top of every page.
  - This is NOT your E-Verify user ID, COUNTY Vendor ID, or Tax ID.
- c) Complete, sign, and notarize the attached Contractor Affidavit of Compliance and submit to COUNTY.
  - Please make sure the Notary seal is legible.
  - “Name of Contractor or subcontractor” is same as Vendor’s Name.
  - “Name of Project” – This can be left blank.
  - “Date of Authorization” is the date you registered for E-Verify.
  - “Federal Work Authorization User Identification Number” is a six or seven digit number.

**Subcontractor Affidavit of Compliance** – If the Contractor is using a subcontractor to perform the services under this contract, the Subcontractor must register and participate in E-Verify and sign, notarize, and submit the Subcontractor Affidavit of Compliance, as well.

**Contractor Affidavit of Exception** – If the Contractor meets the following exceptions for E-Verify compliance under O.C.G.A. 13-10-90, *et seq.*, the Contractor must fill out, sign, notarize, and submit the Affidavit of Exception form. Exceptions include:

- a) The Contractor is a sole proprietor with no employees, subcontractors, or sub-subcontractors, **and** it will not use or hire employees, subcontractors, or sub-subcontractors for any work performed for COUNTY under the contract. This requires submission of a Georgia driver’s license or a license from an approved state.
- b) The Contractor will provide **goods only** to Fulton County, Georgia and will not render any services to Fulton County, Georgia. *If your company provides goods along with ancillary services, such as maintenance, repairs, help desk support, customer support, technological support, or any other ancillary services, your company cannot file an Affidavit of Exception and must register with E-Verify.*
- c) The Contractor is a foreign company, and the work performed under the contract will be done in a foreign country by residents of that country.
- d) The Contractor is an individual who is licensed pursuant to Official Code of Georgia Title 26 or Title 43, or by the State Bar of Georgia; whose license is in good standing, and the Contractor is the individual who will be performing the services under the contract.

**E-VERIFY AFFIDAVIT**  
**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(I)**

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to each, every, and any contract to which Contractor is a party with Fulton County, Georgia that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify Fulton County, Georgia in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contractor's contract with Fulton County, Georgia;
- e) The Contractor will subcontract for the performance of services in satisfaction of such contract only with subcontractors who complete, sign, notarize, and provide the Subcontractor Affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c) prior to beginning the performance of services;
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into each, every, and any contract(s) with Fulton County, Georgia subject to the provisions of O.C.G.A. § 13-10- 91 to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to Fulton County, Georgia within five business days of receipt.

Federal Work Authorization User Identification Number: \_\_\_\_\_  
Date of Authorization: \_\_\_\_\_  
Name of Contractor: \_\_\_\_\_

**I hereby declare under penalty of perjury that the foregoing is true and correct.**

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

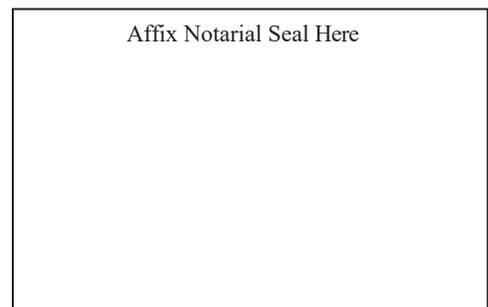
\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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



**E-VERIFY AFFIDAVIT  
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor (hereinafter the "Subcontractor"), which is engaged in the physical performance of services under a contract with (name of Contractor) on behalf of **Fulton County, Georgia**, verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the Subcontractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the Subcontractor will continue to use the federal work authorization program throughout the contract period, and the Subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project/Contract

**I hereby declare under penalty of perjury that the foregoing is true and correct.**

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

Affix Notarial Seal Here

**AFFIDAVIT OF EXCEPTION**

I attest that I am exempt from providing a Contractor Affidavit of E-Verify Compliance to Fulton County, Georgia pursuant to O.C.G.A. § 13-10-91, as amended, for one of the following reasons:

\_\_\_\_\_ I am a sole proprietor with no employees, subcontractors, or sub-subcontractors, **and** I will not use or hire employees, subcontractors, or sub-subcontractors for any work performed for Fulton County, Georgia under the contract.

*In order to be exempt from compliance under the above exception, in addition to this affidavit you must provide a copy of your State of Georgia driver's license. If you do not have a Georgia license, please see: [http://www.georgia.gov/vgn/images/portal/cit\\_1210/50/35/173461453Lists\\_of\\_states\\_that\\_verify\\_immigration\\_status\\_7\\_26\\_11.pdf](http://www.georgia.gov/vgn/images/portal/cit_1210/50/35/173461453Lists_of_states_that_verify_immigration_status_7_26_11.pdf) for a list of driver's licenses from alternative states that can be submitted in lieu of a Georgia driver's license.*

\_\_\_\_\_ My company/firm will provide **goods only** to Fulton County, Georgia and will not render any services to Fulton County, Georgia. *If your company provides goods along with ancillary services, such as maintenance, repairs, help desk support, customer support, technological support, or any other ancillary services, your company cannot file an Affidavit of Exception and must register with E-Verify.*

\_\_\_\_\_ My company is a foreign company, and the work performed under the contract will be done in a foreign country by residents of that country.

\_\_\_\_\_ I am an individual who is licensed pursuant to Official Code of Georgia Title 26 or Title 43, or by the State Bar of Georgia; my license is in good standing, and I am the individual who will be performing the services under the contract.

Vendor Name: \_\_\_\_\_

Name of Project: \_\_\_\_\_

**I hereby declare under penalty of perjury that the foregoing is true and correct.**

Executed on \_\_\_\_\_, 20\_\_\_\_

in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

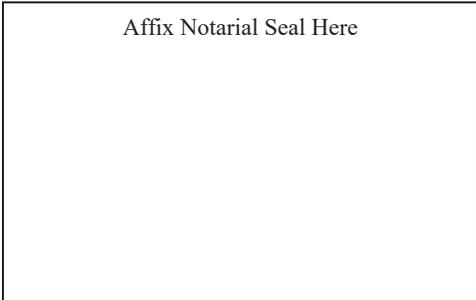
\_\_\_\_\_  
Printed Name and Title of authorized Officer or Agent

**Subscribed and Sworn Before Me**

On This the \_\_\_\_\_ Day Of \_\_\_\_\_, 20\_\_\_\_.  
\_\_\_\_\_

Notary Public

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



**Exhibit A**  
**Master Agreement**

DRAFT

# Exhibit B Fee Schedule

Master Agreement #: 22PSX0086AD  
EXHIBIT B  
PRICE SCHEDULE

Contractor Name: uWork, Inc. dba Covendis

1. Fees, Rebates and Discounts										
<b>Maximum Key Performer Premium</b>										
15.00%										
TIERED-SCALE MAXIMUM SERVICE FEE AND REBATE PERCENTAGE TABLE										
Description	Unknown Annual Participating Entity Spend	Annual Participating Entity Spend								
		Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7	Tier 8	Tier 9
		Less than \$15,000,000.00	\$15,000,000.01 to \$30,000,000.00	\$30,000,000.01 to \$45,000,000.00	\$45,000,000.01 to \$60,000,000.00	\$60,000,000.01 to \$75,000,000.00	\$75,000,000.01 to \$90,000,000.00	\$90,000,000.01 to \$105,000,000.00	\$105,000,000.01 to \$120,000,000.00	Greater than \$120,000,000.01
MSP Service Fee	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.00%	1.00%	1.00%
VMS Service Fee	0.50%	0.50%	0.50%	0.50%	0.35%	0.35%	0.35%	0.25%	0.25%	0.25%
Annual Volume-Based Rebate Percentage		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
PROMPT PAYMENT DISCOUNT TABLE										
Payment Period	Prompt Payment Discount									
Net 10	N/A									
Net 25	N/A									
Net 30	N/A									
Net 45	N/A									



## Performance Evaluation Details

<b>ID</b>	E3
<b>Project</b>	On-Call IT Services
<b>Project Number</b>	SP-S/DAIM/2210-1230127
<b>Supplier</b>	uWork.com, Inc.
<b>Supplier Project Contact</b>	Barbee Taylor (preferred language: English)
<b>Performance Program</b>	Professional Services
<b>Evaluation Period</b>	04/01/2025 to 06/30/2025
<b>Effective Date</b>	07/09/2025
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	Not Specified
<b>Expectations Meeting Date</b>	Not Specified
<b>Status</b>	Completed
<b>Publication Date</b>	07/09/2025 04:01 PM EDT
<b>Completion Date</b>	07/09/2025 04:01 PM EDT
<b>Evaluation Score</b>	100

### Related Documents

There are no documents associated with this Performance Evaluation

**OVERALL RATING GUIDE - PROFESSIONAL SERVICES**

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

**PROJECT MANAGEMENT**

20/20

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

Comments *Not Specified*

**SCHEDULE**

20/20

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

Comments *Not Specified*

**QUALITY OF DESIGN, REPORTS AND DELIVERABLES**

20/20

Rating **Outstanding:** Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments *Not Specified*

**COMMUNICATIONS AND CO-OPERATION**

20/20

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

Comments *Not Specified*

**OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS**

20/20

Rating **Outstanding:** Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments *Not Specified*

**GENERAL COMMENTS**

Comments *Not Specified*

**ATTACHMENT A**  
**SCOPE OF WORK**

## Scope of Services

The Contractor shall provide On-Call IT Services for the Fulton County Department of Information Technology.

A. The contractor shall provide the temporary staffing positions detailed in Attachment C as well as other critical positions determined by the Chief Information Officer to address business continuity and operations.

B. Normal Hours of Work

Normal business hours are 8:30 AM to 5:00 PM, Monday through Friday. Completed. Exceptions to these hours (including holidays, Saturdays, and Sundays) must have prior written approval of the County.

C. Observed Holidays

The County observes the following holidays (see Exhibit 1):

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
Memorial Day	Thanksgiving
Juneteenth Day	Christmas
Independence Day	New Year's Eve

D. Pay Period

The Contractor's pay periods shall coincide with the County's pay periods (See Exhibit 1).

E. Automated Time and Attendance System

The Agency must utilize an automated time and attendance system to document employees' time and attendance.

F. Dashboard

The contractor shall provide the County with access to the Dashboard to track recruitment and on-boarding efforts.

G. Reporting Responsibility

The Contractor will report directly to the Chief Information Officer of the Department of Information Technology or his designated representative.

H. Work Locations

Temporary Staff positions identified will report to the locations as directed by the County.

- I. Contractor shall provide information technology (IT) vendor managed services. The IT vendor managed service is the provision and management of an organization's contingent workforce by Contractor using an end-to-end web-based technology solution. Typical responsibilities of Contractor will include overall program management, reporting and tracking, resource acquisition, performance oversight, need analysis and consultation, consolidated billing, and help desk support.

### **Web Based Solution**

- The Contractor shall implement and maintain a customized web-based vendor management solution, which should be provided as a service and not as a licensed software that minimally includes the following capabilities:
  - o IT professional staffing search and recruitment capabilities, including specialized and niche IT area.
  - o IT professional candidates resume submission and selection capabilities.
  - o IT professional candidate ranking capabilities.
  - o Reporting capabilities for both standard and ad hoc reports
  - o On-line search and query functions
  - o Ability to capture and manage expenditures.
  - o Ability to track, monitor and manage IT professional performance.
  - o Customization to meet needs.
  - o Timekeeping and invoicing functionality
  - o Ability to complete, approve and transmit SOW to contractors.
  - o Maintain active links to contractor's service level agreements, escalation policy, procedure, and contact information.
  - o Contractor performance feedback capability
  - o Other capabilities related to services as requested.
- Contactor shall provide qualified, competent, licensed, and certified IT professionals with the specific technical expertise, experience, licenses, certifications, and other qualifications requested.
- In cases where special licenses, accreditations, or certification within five business days upon request.
- Contractor shall require any IT professional provided by Contractor to adhere to FCIT and standards.
- Contractor shall submit billing to include frequency minimally, billing must include:
  - o Contractor federal tax identification number
  - o Purchase order number

- o IT professional's name and position
  - o Actual hours worked (billed)
  - o Hourly rate billed
  - o Vendor management services fee
- The contractor is solely responsible for the payment of all salaries, wages, bonuses, social security, taxes, federal and state unemployment insurance, liability and workers' compensation, employee benefits, and all taxes related to IT professionals. The contractor is solely responsible for compliance with all applicable laws relating to its employees, such as wages and hourly laws, safety and health requirements and collective bargaining laws, policies, and standards.

## **Ordering**

- Request for services or deliverables must be submitted in the form of a SOW through Contractor's vendor management solution. The contractor shall prepare a written proposal with pricing and submit it to the requesting entity within five days of the request being submitted.

## **Requirements for Statements of Work**

- Each SOW must, at a minimum, set forth the following:
  - o Hours, schedule, location of workplace
  - o Clearly defined milestones and deliverables (services) to be provided by Contractor
  - o FCIT requirement for reporting requirements
  - o Documents required from the Contractor (reports, manuals, analysis, other documentation as identified by FCIT)
  - o Applicable technical standards required
  - o FCIT policies and procedures
  - o Applicable time frames or implementation schedule for the deliverables and services
  - o Evaluation, testing, and acceptance requirements
  - o Cost of the deliverables and services per product and pricing schedule, and a payment schedule for the same
  - o Position title and name of IT professional(s) performing under SOW
  - o Support and maintenance obligations, if required
  - o Additional background checks if warranted
- Revisions outside of the scope of the SOW or changing the scope of the SOW will not be allowed. A new SOW must be submitted and approved by all parties.
- Replacement of IT Professional
  - o If an IT professional currently performing work separates from the Contractor's employment, the Contractor shall notify FCIT as soon as it becomes aware of said IT professional's departure or ten business days advance notification, whichever is longer. The contractor shall notify FCIT in writing within twenty-four hours in the event of the anticipated departure of an IT professional.

- o At FCIT's discretion, the Contractor will replace any IT professional with an equally or more experienced IT professional at no additional cost. The Contractor shall submit to FCIT, no later than two business days after the removal of an IT professional, the cost value of the proposed replacement IT professional and such information as FCIT may request for review prior to having the IT professional begin to perform. The Contractor shall also arrange for orderly and timely transfer of knowledge related to the IT professional assignment(s)
  - o Upon receipt of written notice of replacement or removal of the IT professional, the Contractor shall immediately re-direct the IT professional's duties relative to FCIT in accordance with the requirement or the notice and if requested, deliver to FCIT all records as may have been accumulated by the IT professional in performance, whether completed or in progress.
- If Contractor provided IT professionals fails to perform or is found to lack the basic skills for which she/he was selected, or the Contractor dismisses any IT professional prior to the end date specified in the purchase order, FCIT shall receive a credit based on the following table:

Number of Workday(s) by the IT Professional (1 through 20 days)

Calculation of Customer Credits

Credit for total charges of actual days worked or ten days, whichever is less.

### **1 through 20 days Requesting | Hiring State Entity Responsibility**

- FCIT have the right to interview any potential IT professional candidate to determine their ability to perform the services per the SOW request.
- FCIT shall provide all necessary supplies, equipment, workspace, and parking for the IT professional.
- FCIT shall pay the Contractor for hours worked when a Contractor provides personnel on a specified date and time, and the Contractor's personnel appears on time to perform the specified services.
- FCIT have the right to accept or reject any IT professional provided by the Contractor at any time with or without cause. Relationship between IT Professionals to FCIT
- Contractor and the IT professional do not constitute employees of FCIT and shall not be eligible for any compensation, pension, health care or other similar benefits to which an employee may be eligible to receive, regardless of the duration of the IT professional's working relationship with FCIT or any similarity, intentional or otherwise, to an existing classified job description.
- Contractor and IT professional shall identify themselves as Contractor. Contractor and IT professional shall include such designation as part of their email signature. FCIT shall communicate with any relevant parties that the Contractor or IT professional is serving in a consulting capacity and is not an FCIT employee.

**ATTACHMENT B**  
**COMPENSATION**

## **COMPENSATION**

Services provided under Attachment A shall be compensated on an hourly rate basis for a total not to exceed the amount of \$584,000 (Five hundred and eighty thousand dollars). The services provided shall be compensated on an hourly rate basis as detailed in the attached Position Schedule. This compensation schedule is for August to December 31<sup>st</sup>, 2025.

## **INVOICING AND PAYMENT**

The contractor shall submit weekly invoices for work performed during the previous week, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably more than the actual stage of completion.

**Time of Payment:** The County shall make payments to the consultant within ten (10) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:**

Fulton County Government  
141 Pryor Street, SW  
Suite 7001  
Atlanta, Georgia 30303  
Attn: Finance Department – Accounts Payable

OR

**Via Email:**

Email: [Accounts.Payable@fultoncountyga.gov](mailto:Accounts.Payable@fultoncountyga.gov)

At minimum, original invoices must reference all the following information:

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information
  - e. Remittance Address

- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)
  - c. Purchase Order Reference Number
  - d. Date(s) of Services Performed
  - e. Itemization of Services Provided/Commodity Units
  
- 3) Fulton County Department Information (needed for invoice approval)
  - a. Department Name
  - b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

<b>Resource Needed</b>	<b>FCIT Team</b>
Database Architect	Applications
Web Systems Engineer/Senior Intranet Specialist	Applications
Applications Support (Analyst or Engineer)	Applications
Datacenter Operations Engineer	Datacenter Operations
Network Engineer / Architect	Network
Storage and Compute Engineer/Systems Engineer	Infrastructure/Servers
Cloud Engineer / Architect (AWS & MS Azure)	Infrastructure/Servers
Endpoint Support Engineer	Endpoint
Program Project Manager	Project Management Office "PMO"
Business Analyst	Project Management Office "PMO"
Vendor Relationship Manager	Administration
Organization Change Manager	Business Relationship/Organizational Change
Training Coordinator	Business Relationship/Organizational Change

**ATTACHMENT C**  
**SERVICE LEVEL AGREEMENT**

## SERVICE LEVEL AGREEMENT

Scope of Work Requirement	Performance Goal	Reporting Requirement
Requisition to selection ratio Average time to submit at least three (3) and no more than five (5) qualified candidates.	Three (3) business days.	Quarterly
Selected candidates will be available to start an assignment in no more than two (2) weeks.	Pre-employment Screening will be completed within two (2) weeks of the selection.	Quarterly
The selected candidate will not be released within 1 week, due to misrepresentation of qualifications.	95% Satisfaction	Quarterly
Employees will provide no less than two (2) weeks' notice when ending an active assignment before the agreed upon end date.	95% Compliance	Quarterly
A replacement resource will be provided with a gap of no more than three (3) business days.	95% Compliance	Quarterly
Contract compliance with state and federal employment regulations, contractor performance, employment regulations, taxes, and insurance.	100% Compliance	Annual audit report submitted to the Contract Administrator (unless otherwise requested)
Customer satisfaction results measuring effectiveness and responsiveness of Supplier to providing services within the scope of this contract.	No less than 90% Satisfaction	Quarterly
Supplier shall provide Contingent Workforce Labor to all current and potential sites within the Georgia for all job categories and must have strategies to meet employment demands rural and metro cities and counties. The quality of candidates must be consistent throughout the entire State.	No less than 90% Satisfaction	Quarterly
The supplier shall have a process to monitor for overcharges and to provide credits to the authorized user within no more than seven (7) business days.	100% Compliance	Quarterly





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0607

Meeting Date: 8/20/2025

### Department

Library

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

Request approval to award a contract without competition - Fulton County Library System 25SSREQ1429839B-RT, Automated Handling Systems in an amount not to exceed \$1,100,000.00 with Bibliotheca, Inc. (Norcross, GA) to replace the current units for the phase one libraries. Effective upon BOC approval.

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

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

### Strategic Priority Area related to this item

Arts and Libraries

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** The current smartSort 100 AMH Systems were installed in 2014-2015. Despite the vendor being able to provide service and maintenance, the cost of repairs is steadily increasing, and parts are becoming scarce. The price to purchase the units is also increasing due to potential tariffs. The quote used for this purpose does not include a tariff markup. The impacted branches are the Metropolitan, Milton, Northwest, South Fulton, Wolf Creek and Alpharetta library. The price quoted for the units is \$961,838 but the library is requesting \$1,100,000 to ensure the library has enough funding for the purchase if potential tariffs impact vendor pricing. AMH Systems

is the book drop and sorting system which saves a tremendous amount of time when considering staff hours. The use of this unit limits the need for additional staffing at the library due to the sorting capabilities and the reduction of workload. The library has two bin sorters which range in size from 5 to 7 sorters.

In accordance with Purchasing Code Section 102-384, this request meets the following category permitted as a basis for conditions allowing the award of contract without competition:

(4) When necessary to maintain compatibility with existing equipment or systems, only specified makes and models of technical equipment, software, and parts will satisfy the county's needs for additional units or replacement items, and only one source is available.

**Scope of Work:** The library will purchase six (6) AMH Systems for various library branches. These systems include a FLEX AMH and Book drop and the standard warranty. Work will begin upon approval of the BOC. This includes installation and training for staff. Ongoing maintenance will be processed through library's operational budget on an annual basis.

**Community Impact:** The AMH systems creates savings in man hours as it pertains to checkouts and returns. If these sorters were out of service for repairs staff has to manually perform time consuming tasks that would bring staff off of the front line.

**Department Recommendation:** The library system recommends purchase of the units.

**Project Implications:** The cost of maintenance will continue to increase overtime and the system runs the risk of having units down for extended periods of time due to scarcity of parts.

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

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

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

### **Contract & Compliance Information**

Not Applicable

### **Exhibits Attached**

Exhibit 1: Justification & Proposal Forms with attachments

Exhibit 2: Performance Evaluation

### **Contact Information**

Jamar Parker, Financial Systems Manager 404-771-7578

**Contract Attached**

No

**Previous Contracts**

No

**Total Contract Value**

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$1,100,000.00
<b>TOTAL:</b>	<b>\$1,100,000.00</b>

**Fiscal Impact / Funding Source**

**Funding Line 1:**

572-650-6500-1410: Capital Fund, Library, Equipment

<b>Key Contract Terms</b>	
<b>Start Date:</b> Upon BOC approval	<b>End Date:</b> Upon execution
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b> No Extension/No Renewals

**Overall Contractor Performance Rating:** 100%

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

Yes

**Report Period Start:**  
8/1/2024

**Report Period End:**  
4/1/2024

## Performance Evaluation

### Project Details

<b>Notification Email</b>	Default
<b>Additional Recipients</b>	N/A
<b>Include notification issuer as an additional recipient</b>	N/A
<b>Project Name</b>	Automatic Handling Machines
<b>Project Number</b>	25SSREQ1429839B-RT
<b>Supplier</b>	Bibliotheca
<b>Supplier Project Contact</b>	Katie Westfall (preferred language: English)
<b>Performance Program</b>	Goods and Commodity Services
<b>Evaluation Period</b>	08/01/2024 to 04/01/2025
<b>Effective Date</b>	08/01/2025

### Performance Evaluation Details

<b>ID</b>	E1
<b>Evaluation Score</b>	100
<b>Evaluation Type</b>	Formal
<b>Publication Date</b>	08/01/2025 08:52 AM EDT
<b>Published By</b>	Jamar Parker

**OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES**

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

**QUALITY OF PRODUCT OR SERVICE**

**20/20**

Rating  
**Outstanding:** The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.  
Comments *Not Specified*

**TIMELINESS OF PERFORMANCE**

**20/20**

Rating  
**Outstanding:** The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.  
Comments *Not Specified*

**BUSINESS RELATIONS**

**20/20**

Rating  
**Outstanding:** The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".  
Comments *Not Specified*

**CUSTOMER SATISFACTION**

**20/20**

Rating  
**Outstanding:** Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.  
Comments *Not Specified*

**COST CONTROL**

**20/20**

Rating  
**Outstanding:** Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.  
Comments *Not Specified*

**GENERAL COMMENTS**

Comments *Not Specified*



# FULTON COUNTY LIBRARY SYSTEM

Imagine what a library can be

DISCOVER



## Flex 100 Sorter Systems have been given End Of Life designation due to their age.

July 29, 2024

Brazos Price  
Jamar Parker  
Fulton County Library System

**RE: bibliotheca smartSort 100 AMH System**

Dear Mr. Price

Fulton County Library System has been a valued customer of Bibliotheca, LLC for many years. Due to this we wanted to provide you with information regarding your smartSort 100 AMH Systems. Although we are still able to service these products, due to their age (yours were installed in 2014-2015), service is at end of life for your systems and would be best case due to limited parts. As part will start to get scarce as well as expensive to repair, service pricing will need to increase.

These systems are at the following locations:

South Fulton  
Alpharetta  
Northwest  
Wolf Creek  
Milton  
Metropolitan

In addition, you have several of our next generation, flexAMH systems, which use newer software and innovations. Due to this we have provided Fulton County discounted pricing to replace these systems.

We look forward to continuing to support the Fulton County Library System for all its current and future solution needs.

Sincerely,



Matthew Bellamy  
President

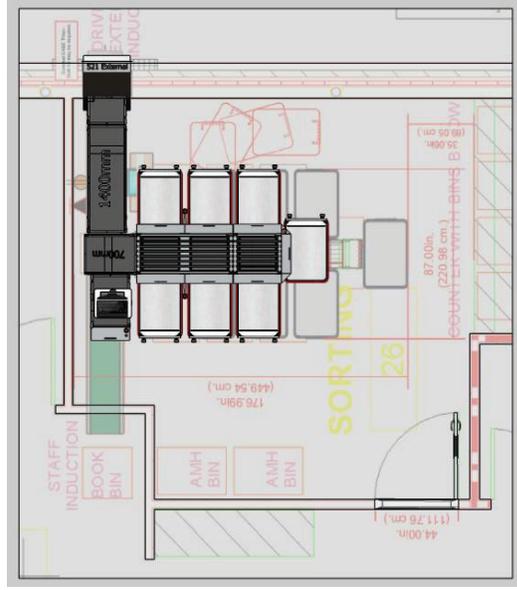
[m.bellamy@bibliotheca.com](mailto:m.bellamy@bibliotheca.com)

# FLEX AMH and Book Drop

## Metropolitan



INTELLIGENT INDUCTION – 7 BIN  
SORTER



### NEW w/ ANNUAL CONTRACT PURCHASE w/ PREPAID

Year	Traditional Purchase		Capital Surplus	
	Current M&S	New	New with Prepaid	Difference
2025	\$14,675.00	\$125,103.00	\$169,063.00	\$154,388.00
2026	\$15,375.00	\$10,990.00	\$0.00	-\$15,375.00
2027	\$16,108.38	\$11,539.50	\$0.00	-\$16,108.38
2028	\$16,876.75	\$12,116.48	\$0.00	-\$16,876.75
2029	\$17,881.78	\$12,722.30	\$0.00	-\$17,881.78
TOTALS	\$80,716.91	\$172,471.27	\$169,063.00	\$88,346.09

Install Month	Service Credit	
	Estimated Amount	Service Credit
January	\$1,222.92	
February	\$14,675.00	
March	\$13,452.08	
April	\$12,229.17	
May	\$11,006.25	
June	\$9,783.33	
July	\$8,560.42	
August	\$7,337.50	
September	\$6,114.58	
October	\$4,891.67	
November	\$3,668.75	
December	\$2,445.83	

### Traditional Purchase

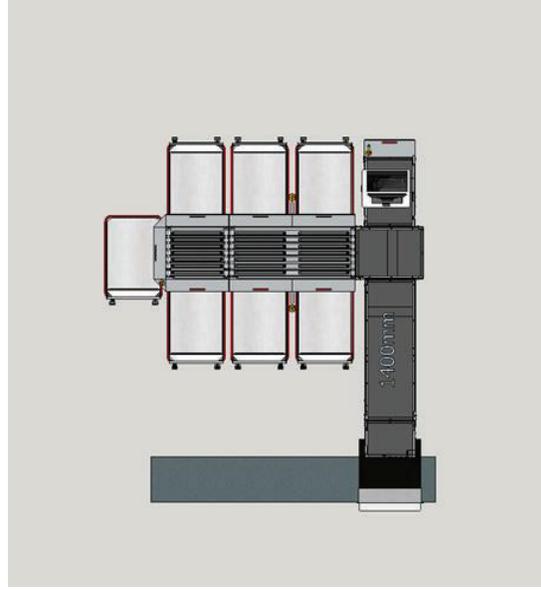
Procurement Friendly	Lowest Overall Cost
Buyboard Compatible	Operational Cost Reduction
Moderate Upfront Investment	Highest Upfront Investment

# FLEX AMH and Book Drop

Milton



INTELLIGENT INDUCTION – 7 BIN SORTER



## NEW w/ ANNUAL CONTRACT PURCHASE w/ PREPAID

Year	Traditional Purchase		Capital Surplus	
	Current M&S	New	New with Prepaid	Difference
2025	\$14,675.00	\$125,103.00	\$169,063.00	\$154,388.00
2026	\$15,375.00	\$10,990.00	\$0.00	-\$15,375.00
2027	\$16,108.38	\$11,539.50	\$0.00	-\$16,108.38
2028	\$16,876.75	\$12,116.48	\$0.00	-\$16,876.75
2029	\$17,681.78	\$12,722.30	\$0.00	-\$17,681.78
<b>TOTALS</b>	<b>\$80,716.91</b>	<b>\$172,471.27</b>	<b>\$169,063.00</b>	<b>\$88,346.09</b>

Traditional Purchase		Capital Surplus	
Procurement Friendly		Lowest Overall Cost	
Buyboard Compatible		Operational Cost Reduction	
Moderate Upfront Investment		Highest Upfront Investment	

Service Credit	
Install Month	Estimated Amount
January	\$1,222.92
February	\$14,675.00
March	\$13,452.08
April	\$12,229.17
May	\$11,006.25
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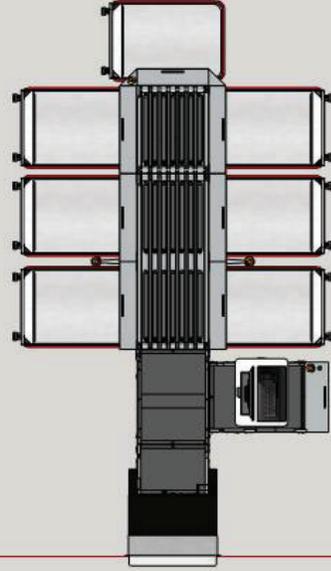
# FLEX AMH and Book Drop

## Northwest



**INTELLIGENT INDUCTION – 7 BIN  
SORTER**

With Drive up No Lock Book



### NEW w/ ANNUAL CONTRACT PURCHASE w/ PREPAID

Year	Current M&S	Traditional Purchase		Capital Surplus	
		New	Difference	New with Prepaid	Difference
2025	\$14,675.00	\$115,544.00	\$100,869.00	\$155,928.00	\$141,253.00
2026	\$15,375.00	\$10,096.00	-\$5,279.00	\$0.00	-\$15,375.00
2027	\$16,108.38	\$10,600.80	-\$5,507.58	\$0.00	-\$16,108.38
2028	\$16,876.75	\$11,130.84	-\$5,745.91	\$0.00	-\$16,876.75
2029	\$17,681.78	\$11,687.38	-\$5,994.39	\$0.00	-\$17,681.78
<b>TOTALS</b>	<b>\$80,716.91</b>	<b>\$159,059.02</b>	<b>\$78,342.11</b>	<b>\$155,928.00</b>	<b>\$75,211.09</b>

Service Credit	
Install Month	Estimated Amount
January	\$1,222.92
February	\$14,675.00
March	\$13,452.08
April	\$12,229.17
May	\$11,006.25
June	\$9,783.33
July	\$8,560.42
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October	\$4,891.67
November	\$3,668.75
December	\$2,445.83

### Traditional Purchase

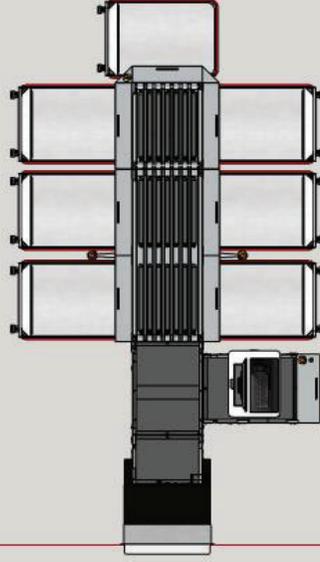
Procurement Friendly	Lowest Overall Cost
Buyboard Compatible	Operational Cost Reduction
Moderate Upfront Investment	Highest Upfront Investment

# FLEX AMH and Book Drop

## South Fulton



INTELLIGENT INDUCTION – 7 BIN SORTER



### NEW w/ ANNUAL CONTRACT PURCHASE w/ PREPAID

Year	Traditional Purchase			Capital Surplus	
	Current M&S	New	Difference	New with Prepaid	Difference
2025	\$14,675.00	\$115,544.00	\$100,869.00	\$155,928.00	\$141,253.00
2026	\$15,375.00	\$10,096.00	-\$5,279.00	\$0.00	-\$15,375.00
2027	\$16,108.38	\$10,600.80	-\$5,507.58	\$0.00	-\$16,108.38
2028	\$16,876.75	\$11,130.84	-\$5,745.91	\$0.00	-\$16,876.75
2029	\$17,681.78	\$11,687.38	-\$5,994.39	\$0.00	-\$17,681.78
TOTALS	\$80,746.91	\$159,059.02	\$78,342.11	\$155,928.00	\$75,211.09

Service Credit	
Install Month	Estimated Amount
January	\$1,222.92
February	\$14,675.00
March	\$13,452.08
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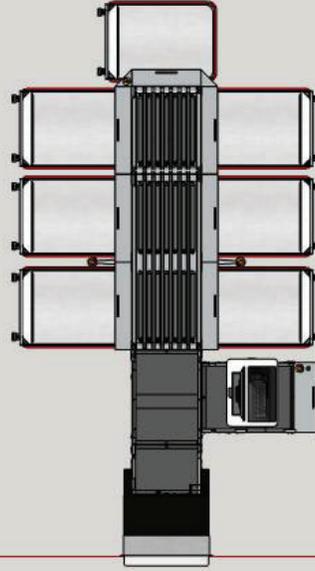
Traditional Purchase	
Procurement Friendly	Lowest Overall Cost
Buyboard Compatible	Operational Cost Reduction
Moderate Upfront Investment	Highest Upfront Investment

# FLEX AMH and Book Drop

## Wolf Creek



INTELLIGENT INDUCTION – 7 BIN SORTER



### NEW w/ ANNUAL CONTRACT PURCHASE w/ PREPAID

Year	Current M&S	Traditional Purchase		Capital Surplus	
		New	Difference	New with Prepaid	Difference
2025	\$14,675.00	\$115,544.00	\$100,869.00	\$155,928.00	\$141,253.00
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### Traditional Purchase

Procurement Friendly	Lowest Overall Cost
Buyboard Compatible	Operational Cost Reduction
Moderate Upfront Investment	Highest Upfront Investment

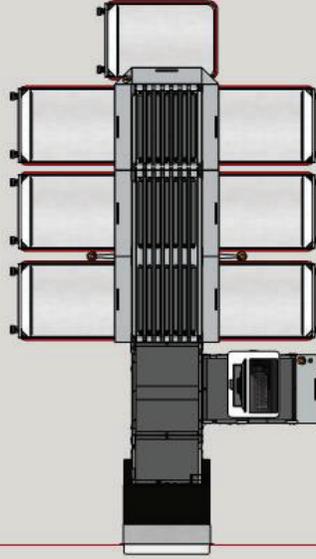
Install Month	Service Credit	
	Estimated Amount	
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September	\$6,114.58	
October	\$4,891.67	
November	\$3,668.75	
December	\$2,445.83	

# FLEX AMH and Book Drop

## Alpharetta



INTELLIGENT INDUCTION – 7 BIN SORTER



### NEW w/ ANNUAL CONTRACT PURCHASE w/ PREPAID

Year	Traditional Purchase			Capital Surplus	
	Current M&S	New	Difference	New with Prepaid	Difference
2025	\$14,675.00	\$115,544.00	\$100,869.00	\$155,928.00	\$141,253.00
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2027	\$16,108.38	\$10,600.80	-\$5,507.58	\$0.00	-\$16,108.38
2028	\$16,876.75	\$11,130.84	-\$5,745.91	\$0.00	-\$16,876.75
2029	\$17,681.78	\$11,687.38	-\$5,994.39	\$0.00	-\$17,681.78
<b>TOTALS</b>	<b>\$80,716.91</b>	<b>\$159,059.02</b>	<b>\$78,342.11</b>	<b>\$155,928.00</b>	<b>\$75,211.09</b>

Traditional Purchase		Capital Surplus	
Procurement Friendly		Lowest Overall Cost	
Buyboard Compatible		Operational Cost Reduction	
Moderate Upfront Investment		Highest Upfront Investment	

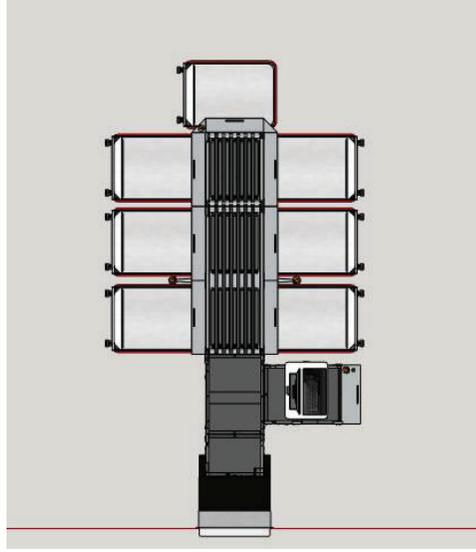
Service Credit	
Install Month	Estimated Amount
January	\$1,222.92
February	\$14,675.00
March	\$13,452.08
April	\$12,229.17
May	\$11,006.25
June	\$9,783.33
July	\$8,560.42
August	\$7,337.50
September	\$6,114.58
October	\$4,891.67
November	\$3,668.75
December	\$2,445.83

# FLEX AMH and Book Drop

## Summary



INTELLIGENT INDUCTION – 7 BIN SORTER



- 6 AMH smartsort 100 systems are EOL
- 6 Replacement FLEX AMH Systems
  - Intelligent Interface
  - Library Connect Compatible
  - Flex Visualizer
  - Current Product
- **4 Year Warranty past initial 1<sup>st</sup> Year** resulting in Operation savings of \$475,306.17

### NEW w/ ANNUAL CONTRACT PURCHASE w/ PREPAID

Year	Traditional Purchase		Capital Surplus	
	New	Difference	New with Prepaid	Difference
2025	\$712,382.00	\$624,332.00	\$961,838.00	\$873,788.00
2026	\$62,364.00	-\$30,088.50	\$0.00	-\$92,452.50
2027	\$65,482.20	-\$31,592.93	\$0.00	-\$97,075.13
2028	\$68,756.31	-\$33,172.57	\$0.00	-\$101,928.88
2029	\$72,194.13	-\$34,831.20	\$0.00	-\$107,025.33
<b>TOTALS</b>	<b>\$486,531.83</b>	<b>\$494,646.80</b>	<b>\$961,838.00</b>	<b>\$475,306.17</b>

Traditional Purchase		Capital Surplus
Procurement Friendly		Lowest Overall Cost
Buyboard Compatible		Operational Cost Reduction
Moderate Upfront Investment		Highest Upfront Investment

Service Credit		Estimated Amount
Install Month		
January		\$7,337.50
February		\$88,050.00
March		\$80,712.50
April		\$73,375.00
May		\$66,037.50
June		\$58,700.00
July		\$51,362.50
August		\$44,025.00
September		\$36,687.50
October		\$29,350.00
November		\$22,012.50
December		\$14,675.00





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0608

Meeting Date: 8/20/2025

### Department

Public Works

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

Request approval of an Intergovernmental Agreement (IGA) between Fulton County, GA and the City of Roswell, GA for water main relocations associated with the road improvements to Hardscrabble Road Project in the City of Roswell, GA, in an estimated amount of \$431,490.00. Effective upon approval and continue through December 31, 2027 unless amended.

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

GA CONST Art. 9, § 3, ¶ 1 provides that the County may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide. Further, O.C.G.A § 36-10-1 provides that all official contracts entered into by the County governing authority with other persons on behalf of the County shall be in writing and entered on its minutes.

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

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

No

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

**Scope of Work:** The City of Roswell is currently planning on improving the Hardscrabble Road

between Whittingham Pl & King Road. The project will include road widening with landscaped medians and sidewalk improvements. As part of this roadway project, approximately 470 linear feet of 12-inch water main with appurtenances will be required to be relocated within the current right-of-way. Water service will remain uninterrupted during the construction period. The City of Roswell will bid on the roadway improvements in March 2025. The City of Roswell is now requesting the execution of an Intergovernmental Agreement (IGA) between Fulton County and the City of Roswell to allow the City of Roswell to include the water main relocation work as part of their project. Fulton County would then reimburse the City of Roswell after the construction work has been completed by their contractor. Fulton County staff will be on-site during the relocation of the water main to ensure that its construction is done to Fulton County standards. The cost of the relocation and installation of the impacted water mains is \$431,490.00 and has been budgeted for as part of the water and sewer fund and included in the 2016-2026 Capital Improvement Program.

**Community Impact:** Currently, Fulton County has a 12-inch water main serving properties along this section of Hardscrabble Road. The road improvements will affect the existing water lines that serve the developments in this area as well as the distribution system into the City of Roswell. There will be isolated water outages during the construction of the project as services are disconnected from the existing water main and tied into the new main.

**Department Recommendation:** The Department of Public Works believes that the most cost-effective way to complete the water main relocations is by allowing the City of Roswell to bid out the work as part of their roadway project. Therefore, Public Works recommends that Fulton County enter into an Intergovernmental Agreement (IGA).

**Project Implications:** The road improvements impact the existing water mains due to modifications of existing grades with road widening along Hardscrabble Road that require the water main to be relocated and valves to be adjusted to match the proposed roadway surface. The existing water main relocations must occur to maintain water service in this area.

**Community Issues/Concerns:** During construction of the relocations, water service is to be maintained and temporary interruptions may occur during tie-ins with the existing water main.

**Department Issues/Concerns:** The Public Works Department is not aware of any issues or concerns with this proposed Intergovernmental Agreement (IGA). This type of arrangement between the City of Roswell and Fulton County has worked well on past projects.

**Contract Modification** (*Delete this chart only if the Requested Action is for a NEW award. Simply insert the text “**New Procurement**.” If the Requested Action is for a Contract Modification ((Renewal, Amendment, Change Order, Extension, Increase Spending Authority)), the chart should remain and be completed.)*

*New Procurement*

**Contract & Compliance Information** (*Provide Contractor and Subcontractor details.*)  
The City of Roswell

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**Agenda Item No.:** 25-0608

**Meeting Date:** 8/20/2025

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

*Exhibit-A IGA-Hardscrabble Road*

*Exhibit-B Cost Estimate-Hardscrabble Road*

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

The City of Roswell

**Contract Attached**

Yes

**Previous Contracts**

No

**Total Contract Value**

Original Approved Amount:

Previous Adjustments:

This Request: \$431,490.00.

TOTAL: \$431,490.00.

**Grant Information Summary**

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

**Fiscal Impact / Funding Source**

**Funding Line 1:**

Water & Sewer / 203-540-5400-H065

# Hardscrabble Multi-Use Path

## WATER MAIN INSTALLATION QUANTITIES & COST ESTIMATE

PAY ITEM #		ITEM	SIZE	QUANTITY	UNIT	Unit Cost	AMOUNT	
171	-	0030	TEMPORARY SILT FENCE, TYPE C		500	LF	\$3,000.00	
500	-	3101	CLASS A CONCRETE		5	CY	\$875.00	
611	-	8120	ADJUST WATER METER BOX TO GRADE		2	EA	\$1,600.00	
611	-	8140	ADJUST WATER VALVE BOX TO GRADE		2	EA	\$1,600.00	
600	-	0001	FLOWABLE FILL		10	CY	\$3,000.00	
670	-	1060	WATER MAIN, 6 IN, DIP	6"	20	LF	\$1,600.00	
670	-	1120	WATER MAIN, 12 IN, DIP	12"	470	LF	\$94,000.00	
670	-	1500	CUT & PLUG OR REMOVE EXISTING WATER MAIN		2	EA	\$12,000.00	
670	-	1900	INLINE PLUG		2	EA	\$4,000.00	
670	-	2500	INSERT VALVE (8" TO 12" DIA)	If required	2	EA	\$50,000.00	
670	-	2120	GATE VALVE, 12 IN	12" If required	1	EA	\$12,000.00	
670	-	2002	VALVE MARKER		8	EA	\$400.00	
670	-	3108	TAPPING SLEEVE & VALVE ASSEMBLY	12IN x 12 IN	8	EA	\$128,000.00	
670	-	4000	FIRE HYDRANT	w/6" GV	2	EA	\$15,000.00	
669	-	5620	WATER SERVICE LINE, 3/4 IN	3/4-inch	20	LF	\$600.00	
670	-	5010	WATER SERVICE LINE, 1 IN	1-inch	20	LF	\$900.00	
670	-	5020	WATER SERVICE LINE, 2 IN	2-inch	20	LF	\$1,100.00	
670	-	9710	RELOCATE EXISTING FIRE HYDRANT		1	EA	\$6,500.00	
670	-	9720	RELOCATE EXISTING WATER VALVE, INC BOX	If required	1	EA	\$1,200.00	
670	-	9730	RELOCATE EXISTING WATER METER, INC BOX	If required	1	EA	\$1,200.00	
670	-	9920	REMOVE EXIST FIRE HYDRANT	If required	1	EA	\$1,000.00	
670	-	9737	REMOVE AND REPLACE EXT. WATER VAULT INCL MEETER AND BY		1	EA	\$20,000.00	
			Note: All pipe fittings & accessories shall be included with pipe (LF) price.					\$359,575.00
			Task Allowance: (As designated by Fulton County Project Manager)				20%	\$71,915.00
			<b>TOTAL COST</b>					<b>\$431,490.00</b>
			Note: No extra payment for traffic control & grading, it will be covered by pipe installation cost					

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN FULTON COUNTY, GEORGIA  
AND CITY OF ROSWELL, GEORGIA**

**FOR CONSTRUCTION OF APPROXIMATE 500 LF WATERLINE ALONG  
HARDSCRABBLE ROAD BETWEEN WHITTINGHAM PLACE AND KING ROAD**

**THIS INTERGOVERNMENTAL AGREEMENT (“IGA”)** is executed as of \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF ROSWELL, GEORGIA** (the “**CITY**”), a municipality of the State of Georgia, and **FULTON COUNTY GEORGIA** (the “**COUNTY**”), a political subdivision of the State of Georgia. The term “**Party**” refers individually to either the City or the County and the term “**Parties**” refers to both City and County.

**WHEREAS**, the **CITY** proposes to undertake a project to enhance Hardscrabble Road between Whittingham Place and King Road by contract through its competitive bidding procedures; and

**WHEREAS**, the **COUNTY** has the following (sewer and water) utility facilities that must be adjusted or relocated as a result of the proposed contract, including a fire hydrant, water main, water meter, and valves, as shown on construction plans for the project; and

**WHEREAS**, the **COUNTY** does not have adequate equipment and staff to adjust its facilities or for other reasons considers it advantageous to have this work included in the contract to be let to bid by the **CITY**; and

**WHEREAS**, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I(a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

**WHEREAS**, the **COUNTY** and the **CITY** desire to enter into an IGA relating to the improvement of the area identified above and the relocation of the County’s utilities; and

**WHEREAS**, as consideration for the **CITY** performing the project, the **COUNTY** will reimburse relocation cost to the **CITY**; and

**WHEREAS**, the **COUNTY** and the **CITY** have determined that this IGA serves the best interest of all Parties and their citizens.

**NOW THEREFORE**, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants and undertakings of the Parties hereinafter set forth, and for the public purposes

herein contained and provided for, the COUNTY and the CITY covenant, agree and bind themselves as follows:

**I. PURPOSE.**

This IGA is entered into with the understanding by the Parties that the primary purpose of this IGA is to meet the public purpose of transportation and infrastructure improvements including improvements to water and sewer infrastructure.

**II. COMPENSATION AND PAYMENT.**

The total estimated cost of the project contemplated under this IGA is \$431,490.00 (Four Hundred Thirty One Thousand Four Hundred Ninety dollars). \$431,490.00 shall be the total contribution of the COUNTY to the work contemplated under this IGA and is the maximum amount of the COUNTY's obligation under this IGA, unless the IGA is amended by the Parties. It is agreed that the compensation hereinafter specified includes both direct and indirect costs incurred in the performance of this IGA under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6 and not prohibited by the laws of the State of Georgia. Should either Party, pursuant to the provisions of this IGA, terminate the project under this IGA, the performing Party shall be paid for the percentage of project completed at the point of termination.

**III. OVERVIEW.**

The project contemplated by this IGA consists of:

The CITY shall undertake the contracting and constructing approximate **500 LF of waterline along Hardscrabble Road between Whittingham Place and King Road**. Upon completion of the project and upon certification by the CITY'S engineers that the project has been completed in accordance with the plans and specifications, the COUNTY will accept the adjusted and additional facilities and will thereafter operate and maintain said facilities without further cost to the CITY or its contractor.

**IV. FULTON COUNTY'S RESPONSIBILITIES.**

1. The COUNTY shall undertake the project design and submit a cost estimate to the CITY for its utility relocation based on GDOT specifications and mean item summary.
2. The plans and estimate for the utility work shall be subject to approval of the COUNTY prior to advertising for bids.
3. The COUNTY shall have the right to visit and to inspect the project at any time and to advise the CITY'S Engineer-in-Charge of any observed discrepancies or potential problems.
4. The COUNTY shall respond, in a timely manner, to any issue that may arise during the construction phase. Every effort shall be made not to delay the contractor under any

circumstances.

5. The COUNTY is responsible for reimbursing all material and labor costs to the CITY related to specified utility relocations for this project. The reimbursement shall be based on the actual construction costs and shall be paid by the COUNTY within thirty (30) days after request by the CITY.

#### **V. CITY OF ROSWELL'S RESPONSIBILITIES.**

1. The CITY shall undertake the contracting and assume responsibility for its management and completion.
2. The plans and estimate for the utility work shall be subject to approval of the CITY prior to advertising for bids.
3. All work, necessary for the adjustment or relocation of the described utilities in accordance with the final plans when approved, shall be included in the contract and let to bid by the CITY.
4. All construction, engineering and contract supervision shall be the responsibility of the CITY. The CITY shall be responsible for assuring that all utility work is accomplished in accordance with the plans and specifications and consult with the COUNTY before authorizing any changes or deviations which affect the COUNTY's facilities.
5. The CITY shall respond, in a timely manner, to any issue that may arise during the construction phase. Every effort shall be made not to delay the contractor under any circumstances.

#### **VI. ADDITIONAL UNDERSTANDINGS.**

The Parties to this IGA have mutually acknowledged and agreed to the following:

1. The Parties shall work together in a cooperative and coordinated effort and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this IGA.
2. It is not the intent of this IGA to restrict the Parties to this IGA from involvement or participation with any other public or private individuals, agencies or organizations.
3. It is not the intent or purpose of this IGA to create any rights, benefits and/or trust responsibilities by or between the Parties, except as specifically provided in this IGA.
4. This IGA shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the IGA or keep in place any contract, except as specifically provided in this IGA.

#### **VII. TERM.**

This IGA shall be effective upon execution by both Parties and continue until 12/31/2027, unless the IGA is terminated by either Party, and in no event shall exceed a fifty (50) year term. The Parties may agree to amend this IGA at any time.

#### **VIII. TERMINATION.**

Anything contained herein to the contrary notwithstanding, either Party may terminate the IGA:

1. If the other Party commits a material breach of the IGA and fails to cure said breach to the non-breaching Party's satisfaction after receiving thirty (30) days written notice; or
2. Without cause, if the terminating Party gives ninety (90) days prior written notice to the other Party.

#### **IX. RESPONSIBILITY FOR CLAIMS AND LIABILITY.**

It is hereby stipulated and agreed between the Parties that, with respect to any claim or action brought by a third party and arising out of the activities described in this IGA or that stems from any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations, each Party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence actions or omissions of its own agents, officers, and employees. Either Party may self-fund its obligations under this IGA. However, nothing herein shall be construed as a waiver of any Party's sovereign immunity or the immunities available to its officials, officers and employees. The CITY shall ensure that any contractor retained or selected to provide services related to the project contemplated in this agreement shall agree to indemnify and hold harmless the COUNTY as well as the COUNTY's commissioners, officers, officials, employees, and agents, from and against any and all loss and/or expense which they may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of the COUNTY's negligence (except that no party shall be indemnified for their own sole negligence). Any contractor retained by the CITY, if requested, shall assume and defend at the contractor's own expense, any suit, action or other legal proceedings arising therefrom in which the COUNTY, and/or the COUNTY's commissioners, officers, officials, employees, and agents, are named as a party, and the contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the COUNTY, and/or COUNTY's commissioners, officers, officials, employees, and agents, arising there from. The CITY shall ensure that the provisions of this Article are included in all contracts and subcontracts.

## **X. INSURANCE.**

Prior to beginning work, the CITY shall obtain and furnish, and where the CITY is utilizing the services of a contractor to carry out the work shall also cause its contractors to obtain and furnish, certificates of insurance in which Fulton County is named as an "Additional Insured" for the following minimum amounts of insurance prior to the undertaking of any of the activities contemplated under this IGA, as applicable:

- i. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- ii. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- iii. Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000).
- iv. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work contemplated under this agreement.

Insurance shall be maintained in full force and effect during the life of this IGA and until final completion of the work contemplated under this IGA. The scope and coverage of the insurance protection shall extend beyond the completion of the project until the expiration of any applicable statutes of limitations. The CITY shall retain the right to satisfy any or all of its insurance obligations under this IGA by means of a Self-Funded Plan or Program.

## **XI. CONFIDENTIALITY.**

The CITY agrees to establish appropriate administrative, technical, and physical safeguards to ensure that it does not provide and make available confidentiality, protected, proprietary or privileged data related to the project. The CITY agrees to abide and comply with all applicable laws, rules and regulations relating to privacy and confidentiality of protected information.

## **XII. REPRESENTATIONS REGARDING DATA.**

Each Party has made its best efforts to ensure the accuracy and completeness of the information and data transferred or made available through the performance of the IGA. Neither Party makes any warranties or representations to the public, to the other Party or to third parties regarding data made available through the performance of the IGA. It shall be the responsibility of each Party or any third party to verify the accuracy of data. Neither Party to this IGA accepts any liability that may arise from the use of data by any person or any third party. All information is provided "as is" with no warrantee of any kind concerning fitness of use. Neither Party to this IGA shall be liable for the use of data or any inferences, judgments, or decisions resulting from use of data.

### **XIII. TIME OF PERFORMANCE.**

Time is of the essence in all matters pertaining to this IGA. The CITY shall perform its responsibilities under this IGA, commencing on receipt of written "Notice to Proceed" from the COUNTY, and shall complete the Project based on the construction time.

### **XIV. REVIEW OF WORK.**

Authorized representatives of the COUNTY may at all reasonable times review and inspect the activities and data collected under the terms of this IGA and any amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the CITY. Acceptance shall not relieve the CITY of its professional obligation to correct, at its expense, any of its errors in the work. The COUNTY's review recommendations shall be incorporated into the work activities of the CITY.

The CITY shall keep accurate records in a manner approved by the COUNTY with regard to the activities conducted under this IGA and submit to the COUNTY upon request, such information as is required in order to ensure compliance with this agreement.

### **XV. MISCELLANEOUS.**

- A. **Entire Agreement; Counterparts.** This IGA may be executed by the Parties in counterparts, each of which shall constitute an original. This IGA, including any attached exhibits, sets forth the entire understanding between the Parties pending the execution of the Agreement, and supersedes all previous agreements and understandings between them, oral or written, and may be amended only in a document executed by both Parties. No amendment, modification, termination, or waiver of any provision of this IGA, nor consent to any departure by the Parties, shall in any event be effective unless the same shall be in writing and signed by the COUNTY and the CITY, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- B. **Governing Law.** This IGA and the Parties' rights and obligations hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws rules.
- C. **Limitation on liability.** No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this IGA. Nothing herein shall be construed as a waiver of any Party's sovereign immunity.
- D. **Representations and Warranties of the Parties.** In furtherance of the public purposes of this IGA, the COUNTY and the CITY hereby represent and warrant to each other (which

representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:

1. **Authority.** Each Party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this IGA, and has taken all necessary action to authorize the execution, delivery and performance of this IGA; (ii) this IGA when executed will constitute the valid obligations of the Parties, will be legally binding upon the same, and will be enforceable in accordance with the terms thereof; and (iii) no further consent or approval of any other Party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this IGA. Without limiting the generality of the foregoing, each Party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this IGA at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1, *et seq.*
2. **Public Purpose.** This IGA and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the Parties specifically and expressly warrant and represent, and do hereby find, that this IGA (i) pertains to the provision of services and activities which the Parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Para. 1(a); (iii) does not authorize the creation of “new debt” as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Para. I(a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent free legislation by any Party in matters of government and shall be binding and enforceable against the Parties and their successors during the term hereof in accordance with its terms.

- E. **No Conflicting Agreements.** The execution, delivery and performance of this IGA will not violate or contravene any contract, undertaking, instrument or other agreement to which the COUNTY and/or the CITY are a Party or which purports to be binding upon said Parties. Furthermore, the execution, delivery and performance of this IGA does not violate the provisions of any Party's respective charter or Code of Ordinances, or any statutory or decisional laws of the State of Georgia respecting similarly situated municipal corporations or political subdivisions of said State. The representations and warranties contained in this Section E shall be true and correct as of the date hereof and such representations and warranties, and the obligation of COUNTY and CITY to perform their respective obligations under this IGA shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each Party hereto specifically acknowledges

and agrees that they shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind contrary to the representations and warranties set forth hereinabove or otherwise contained in this IGA.

- F. **Assignment; Binding Effect.** The rights and obligations of the Parties under this IGA are personal and may not be assigned without the prior written consent of the COUNTY and the CITY. Subject to the foregoing, this IGA shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.
- G. **No Third-Party Beneficiaries.** This IGA is made between and limited to the COUNTY and the CITY, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the COUNTY and the CITY, and no other person or entity shall be considered a third-party beneficiary by virtue of this IGA or otherwise entitled to enforce the terms of this IGA for any reason whatsoever.
- I. **Relationship of Parties.** Notwithstanding anything in this IGA to the contrary, neither Party shall have the power to bind nor obligate the other Party except as expressly set forth in this IGA.
- J. **Survival of Representations.** All terms, conditions, covenants, warranties contained in this IGA shall survive the termination of this IGA.
- K. **Notices.** Any notice or communication required or permitted under this IGA shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the following addresses:

**To Fulton County:**

Abul K. Howlader  
Engineering Administrator  
Department of Public Works  
141 Pryor Street, S.W., Suite 6001  
Atlanta, Ga 30303

**Copy to:**

County Attorney  
Office of the County Attorney  
141 Pryor Street, S.W., Suite 4038  
Atlanta, Ga 30303

**To City of Roswell:**

Dan Weisel  
Utility Coordination Manager  
Department of Transportation  
38 Hill Street, Suite 235  
Roswell, GA, 30075

- L. Severability Clause.** In the event that any provision of this IGA shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this IGA shall be determined to be unlawful or otherwise unenforceable, the remainder of the IGA shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties. If a court should find that any provision of this IGA to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this IGA to be effective as of the date first set forth above.

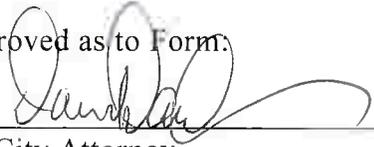
**City of Roswell**

By:   
Kurt M. Wilson, Mayor

Attest:

By:   
City Clerk

Approved as to Form:

By:   
City Attorney

**FULTON COUNTY, GEORGIA**

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

Attest:

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

Approved as to Form:

By: \_\_\_\_\_  
Office of the County Attorney





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0609

Meeting Date: 8/20/2025

### Department

Public Works

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

Request approval to increase spending authority - Department of Public Works, 23ITB458876A-KM, Small Water Meter Installation, in an amount not to exceed \$250,000.00 with Jewel of the South, Inc. (Conyers, GA) to provide small water meter installation services. Effective upon BOC approval through December 31, 2025.

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

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

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

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** The Department of Public Works is requesting an increase in spending authority to the 2025 contract renewal 23ITB458876A-KM with Jewel of the South, Inc. (Conyers, GA) in the amount of \$250,000.00 to provide additional small water meter installation services. Due to the significant amount of malfunctioning meters identified by the new meter reading contractor, the initial contract amount has been exhausted. In 2025, approximately 305 malfunctioning meters were replaced and 25 new meter installations were completed with their respective milling and paving costs. By increasing the spending authority, we estimate that an additional 150 malfunctioning meters

could be replaced.

**Community Impact:** Failure to provide these services can negatively impact the operational support the Water Services Division provides to the Billing Department because the Water Services Division may not be able to replace existing malfunctioning meters. If malfunctioning meters are not replaced, negative client health and billing issues can ensue.

**Department Recommendation:** The Department of Public Works recommends approval of the increase in spending authority request.

**Project Implications:** The procurement of these small water meter installations is necessary to ensure accurate billing of water consumption for all water system customers.

**Community Issues/Concerns:** No issues/concerns have been raised by constituents or clients regarding this agenda item.

**Department Issues/Concerns:** The Department has no issues/concerns regarding this agenda item.

**Contract Modification:**

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0132	2/21/2024	\$620,000.00
1st Renewal	24-0572	9/04/2024	\$620,000.00
<b>Amendment #1</b>			<b>\$250,000.00</b>
Total Revised Amount			\$1,490,000.00

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

**Contract Value:** \$250,000.00

**Prime Vendor:** Jewel of the South  
**Prime Status:** African American Female Business Enterprise  
**Location:** Conyers, GA  
**County:** Rockdale County  
**Prime Value:** \$250,000.00 or 100.00%

**Total Contract Value:** \$250,000.00 or 100.00%  
**Total Certified Value:** \$250,000.00 or 100.00%

**Exhibits Attached**

- Exhibit 1: Amendment to the Contract
- Exhibit 2: Contractor Performance Report

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

Adriana Bustillos, Deputy Director, 404-612-7407

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$1,240,000.00  
 Previous Adjustments: \$0.00  
 This Request: \$250,000.00  
 TOTAL: \$1,490,000.00

**Grant Information Summary**

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

**Fiscal Impact / Funding Source**

**Funding Line 1:**

203-540-5453-1160: Water & Sewer R&E, Public Works, Professional Services - \$250,000.00

Key Contract Terms	
Start Date: BOC Approval	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: <input type="radio"/> renewal option remains

**Overall Contractor Performance Rating: 85**

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

Yes

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**Agenda Item No.:** 25-0609

**Meeting Date:** 8/20/2025

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**Report Period Start:**  
4/1/2025

**Report Period End:**  
6/30/2025

**AMENDMENT NO. 1 TO FORM OF CONTRACT**

Contractor: Jewel of the South, Inc.  
Contract No.: 23ITB458876A-KM, Small Water Meter Installation  
Address: 1540 Highway 138 SE, Ste 4B  
City, State Conyers, GA 30013  
Telephone:  
Email: valisa@jewelofthesouth.us  
Contact: Valisa Shannon  
CEO

**WITNESSETH**

WHEREAS, Fulton County (“County”) entered into a Contract with Jewel of the South, Inc., to provide installation services for small water meters, dated 21st day of February 2024, on behalf of the Department of Public Works; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority due to the significant amount of malfunctioning meters identified by the new meter reading contractor, the initial contract amount has been exhausted. This spending authority increase will allow for an additional 150 malfunctioning meters to be replaced; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on \_\_\_\_\_ and \_\_\_\_\_.

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

This Amendment No. 1 to Form of Contract is effective upon BOC approval through as of the 31<sup>st</sup> day of December 2025, between the County and Jewel of the South, Inc., who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To provide additional small water meter installation services.
2. **COMPENSATION:** The services described under Scope of Work herein shall be

performed by the Contractor in an amount not to exceed \$250,000.00 (Two Hundred Fifty Thousand with Zero Cents).

3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

**[INTENTIONALLY LEFT BLANK]**

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

OWNER:

**FULTON COUNTY, GEORGIA**

CONTRACTOR:

**JEWEL OF THE SOUTH, INC.**

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

ATTEST:

\_\_\_\_\_  
Valisa Shannon  
CEO

ATTEST:

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

(Affix County Seal)

APPROVED AS TO FORM:

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

(Affix Corporate Seal)

ATTEST:

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

APPROVED AS TO CONTENT:

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

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

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

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

(Affix Notary Seal)

ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>	ITEM#: _____ 2 <sup>ND</sup> RM: _____ <b>SECOND REGULAR MEETING</b>
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## Performance Evaluation Details

<b>ID</b>	E3
<b>Project</b>	Small Water Meter Installation
<b>Project Number</b>	23ITB458876A-KM
<b>Supplier</b>	Jewel of the South, Inc.
<b>Supplier Project Contact</b>	Valisa Shannon (preferred language: English)
<b>Performance Program</b>	Goods and Commodity Services
<b>Evaluation Period</b>	04/01/2025 to 06/30/2025
<b>Effective Date</b>	07/02/2025
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	Not Specified
<b>Expectations Meeting Date</b>	Not Specified
<b>Status</b>	Completed
<b>Publication Date</b>	07/02/2025 02:02 PM EDT
<b>Completion Date</b>	07/02/2025 02:02 PM EDT
<b>Evaluation Score</b>	85

### Related Documents

There are no documents associated with this Performance Evaluation

**OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES**

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

**QUALITY OF PRODUCT OR SERVICE**

**17/20**

Rating **Excellent:** There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments *Not Specified*

**TIMELINESS OF PERFORMANCE**

**17/20**

Rating **Excellent:** There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments *Not Specified*

**BUSINESS RELATIONS**

**17/20**

Rating **Excellent:** Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments *Not Specified*

**CUSTOMER SATISFACTION**

**17/20**

Rating **Excellent:** Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments *Not Specified*

**COST CONTROL**

**17/20**

Rating **Excellent:** Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments *Not Specified*

**GENERAL COMMENTS**

Comments *Not Specified*





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0610

Meeting Date: 8/20/2025

### Department

Public Works

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

Request approval to renew an existing contract - Department of Public Works, 23RFP140862K-CRB, Building Code Administration Services, Construction Management Services and Planning Services in an amount not to exceed \$185,709.50 with Nova Engineering and Environmental, LLC (Kennesaw, GA) to provide building code administration, construction management, and planning services associated with new development and redevelopment activity within the Fulton Industrial District area of unincorporated Fulton County. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026, through December 31, 2026.

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

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

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

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** This contract provides building code administration services on an as-needed basis within the unincorporated area of Fulton County for the five following functional areas: administration, inspections of commercial buildings, inspections of residential buildings, commercial plan review, and residential plan review

**Scope of Work:** The contract allows for a consultant to provide building code administration, construction management, and planning & zoning services associated with new development and redevelopment activity within unincorporated Fulton County.

This contract provides construction management services for the following functional areas: Engineering Review for Land Development, Site Development/Infrastructure Inspections, Municipal Separate Storm Sewer System (MS4) and Local Issuing Authority (LIA) Compliance and Program Administration. This contract ensures that all new development complies with Best Management Practices (BMPs), all county, state, and federal soil and erosion control standards, and all appropriate rules and regulations governing development and construction as regulated by Fulton County. This contract will also ensure that all roadway and associated infrastructure improvements constructed within Fulton County rights-of-way and public easements meet county, state, and federal standards.

The Planning and Zoning program ensures that growth is orderly and in conformance with the County’s Comprehensive Plan, the Fulton County Zoning Resolution, and other state and federal ordinances and codes. Approval will allow the County to provide professional planning services as required by the State of Georgia’s Zoning Procedures Law.

These services are scheduled to be included in the 2026 operating budget for the Fulton Industrial District.

**Community Impact:** This contract ensures that all new development and redevelopment activity within unincorporated Fulton County will meet all necessary local, state, and federal requirements.

**Department Recommendation:** The Department of Public Works recommends approval.

**Project Implications:** Renewing these services will allow the Department of Public Works to provide broader, timelier, and more efficient services to our customers.

**Community Issues/Concerns:** There are no known community issues or concerns with the approval of this contract.

**Department Issues/Concerns:** The Department of Public Works does not have any concerns with the approval of this contract.

**Contract Modification:**

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0133	02/21/2024	\$185,709.50
1st Renewal	24-0570	9/4/2024	\$185,709.50
<b>2<sup>nd</sup> Renewal</b>			<b>\$185,709.50</b>
Total Revised Amount			\$557,128.50

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

**Contract Value:                    \$185,709.50**

**Prime Vendor:** Nova Engineering and Environmental, LLC  
**Prime Status:** Non-Minority  
**Location:** Kennesaw, GA  
**County:** Cobb County  
**Prime Value:** \$139,282.13 or 75.00%

**Subcontractor Vendor:** The Collaborative  
**Subcontractor Status:** Non-Minority  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Subcontractor Value:** \$46,427.37 or 25.00%

**Total Contract Value:** \$185,709.50 or 100.00%  
**Total Certified Value:** \$00.00 or 0.00%

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

- Exhibit 1: Contract Renewal Agreement
- Exhibit 2: Contract Renewal Evaluation Form
- Exhibit 3: Contractor Performance Report

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

David Clark, Director, Department of Public Works

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$371,419.00  
Previous Adjustments: \$0.00  
This Request: \$185,709.50  
TOTAL: \$557,128.50

**Grant Information Summary**

Amount Requested:  Cash  
Match Required:  In-Kind

Agenda Item No.: 25-0610

Meeting Date: 8/20/2025

Start Date:

End Date:

Match Account \$:

Approval to Award

Apply & Accept

**Fiscal Impact / Funding Source**

**Funding Line 1:**

301-540-1252-1160: South Fulton Sub-District, Public Works, Professional Services - \$26,000

**Funding Line 2:**

301-540-1256-1160: South Fulton Sub- District, Public Works, Professional Services - \$50,000

**Funding Line 3:**

301-540-1257-1160: South Fulton Sub- District, Public Works, Professional Services - \$75,000

**Funding Line 4:**

203-540-5453-1160: Water & Sewer R&E, Public Works, Professional Services - \$34,709.50

<b>Key Contract Terms</b>	
<b>Start Date:</b> 1/1/2026	<b>End Date:</b> 12/31/2026
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b> No renewal options remain

**Overall Contractor Performance Rating:** 100

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

Yes

**Report Period Start:**

2/6/2025

**Report Period End:**

5/5/2025



## CONTRACT RENEWAL AGREEMENT

**DEPARTMENT:** Public Works

**BID/RFP NUMBER:** 23RFP140862K-CRB

**BID/RFP TITLE:** Building Code Administration, Construction Management and Planning

**ORIGINAL APPROVAL DATE:** February 21, 2024

**RENEWAL EFFECTIVE DATES:** January 1, 2026

**RENEWAL OPTION #:** 2 OF 2

**NUMBER OF RENEWAL OPTIONS:**

**RENEWAL AMOUNT:** \$185,709.50

**COMPANY'S NAME:** NOVA Engineering & Environmental

**ADDRESS:** 3900 Kennesaw 75 Pkwy, Suite 100

**CITY:** Kennesaw

**STATE:** GA

**ZIP:** 30144

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

**CERTIFICATE OF INSURANCE:** The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

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

**FULTON COUNTY, GEORGIA**

**NOVA Engineering & Environmental**

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

\_\_\_\_\_  
**Steve Willenborg  
Vice President**

**ATTEST:**

**ATTEST:**

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

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

**(Affix County Seal)**

**(Affix Corporate Seal)**

**AUTHORIZATION OF RENEWAL:**

**ATTEST:**

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

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

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

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

**(Affix Notary Seal)**

<b>ITEM#:</b> _____ <b>RM:</b> _____	<b>ITEM#:</b> _____ <b>2<sup>nd</sup> RM:</b> _____
<b>REGULAR MEETING</b>	<b>SECOND REGULAR MEETING</b>

# **CERTIFICATE OF INSURANCE**

# Contract Renewal Evaluation Form

<b>Date:</b>	June 20, 2025
<b>Department:</b>	Public Works
<b>Contract Number:</b>	23RFP140862K-CRB
<b>Contract Title:</b>	Building Code Administration Services

**Instructions:**

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

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

**None – it is a time & material contract and is only used when there is project that needs to be permitted in the unincorporated area of Fulton County.**

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

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

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

**Explanation / Notes:**

Click here to enter text.

**Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.

Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

**Explanation / Notes:**

Click here to enter text.

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

Compared billing rates by job title against other contracts in place for similar engineering services.

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

\$87,948.96

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

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

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

**Explanation / Notes:**

Click here to enter text.

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

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

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

Planning & Zoning activities must be provided in the unincorporated area. So without this contract, additional staffing would be required.



## Performance Evaluation Details

<b>ID</b>	E7
<b>Project</b>	Building Code Admin Svcs, Construction Mgt Svcs and Planning Svcs
<b>Project Number</b>	23RFP140862K-CRB
<b>Supplier</b>	NOVA Engineering & Environmental
<b>Supplier Project Contact</b>	Audra Sabin (preferred language: English)
<b>Performance Program</b>	Professional Services
<b>Evaluation Period</b>	02/06/2025 to 05/05/2025
<b>Effective Date</b>	05/19/2025
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	Not Specified
<b>Expectations Meeting Date</b>	Not Specified
<b>Status</b>	Completed
<b>Publication Date</b>	05/19/2025 09:16 AM EDT
<b>Completion Date</b>	05/19/2025 09:16 AM EDT
<b>Evaluation Score</b>	100

### Related Documents

There are no documents associated with this Performance Evaluation

## OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

### PROJECT MANAGEMENT

20/20

Rating

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

Comments

*Not Specified*

### SCHEDULE

20/20

Rating

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

Comments

*Not Specified*

### QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

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

Comments

*Not Specified*

### COMMUNICATIONS AND CO-OPERATION

20/20

Rating

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

Comments

*Not Specified*

### OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

**Outstanding:** Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

*Not Specified*

### GENERAL COMMENTS

Comments

No comments. The team continues to meet all expectations and continue to be very responsive.





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0611

Meeting Date: 8/20/2025

### Department

Public Works

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

Request approval of the lowest responsible bidder - Department of Public Works, 25ITB1376191A-KM, Concrete Manhole Parts in an amount not to exceed \$106,624.76 with Ferguson Waterworks (Norcross, GA) to provide concrete manhole parts upon execution of contract through December 31, 2025, with two renewal options.

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

In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than \$100,000 shall be forwarded to the Board of Commissioners for approval.

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

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** The Department of Public Works requests approval of lowest bidder, Ferguson Waterworks, to provide concrete manhole parts.

**Scope of Work:** This contract will furnish the Department with precast concrete manhole components, including bases, risers, and both eccentric and concentric sections. All manhole parts provided under this solicitation shall be modularly constructed of precast concrete and designed to accommodate pipe junctions and to provide access to underground piping systems. Components must be rated for traffic-bearing applications and must include rebar hooks for safe transport and handling or an approved equivalent, as determined by the department.

**Community Impact:** Using durable, traffic-rated components will minimize road closures and improve the efficiency of service to residents.

**Department Recommendation:** The Department of Public Works requests approval of the lowest bidder to provide concrete manhole parts.

A single bid analysis was conducted, and the Department of Purchasing & Contract Compliance has determined it is in the County's best interest to proceed with awarding this procurement.

**Project Implications:** The project ensures improved durability and efficiency of underground utility systems through the use of precast concrete manhole components.

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

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

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

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

**Contract Value:** \$106,624.76

**Prime Vendor:** Ferguson Waterworks  
**Prime Status:** Non-Minority  
**Location:** Norcross, GA  
**County:** Gwinnett County  
**Prime Value:** \$106,624.76 or 100.00%  
**Subcontractor:** None

**Total Contract Value:** \$106,624.76 or 100.00%  
**Total Certified Value:** -0-

**Exhibits Attached**

- Exhibit 1: Department Recommendation Letter
- Exhibit 2: Bid Tabulation Sheet
- Exhibit 3: Contractor Performance Report

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

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

**Contract Attached**

No

**Previous Contracts**

No

**Total Contract Value**

Original Approved Amount: \$0.00  
 Previous Adjustments: \$0.00  
 This Request: \$106,624.76  
 TOTAL: \$106,624.76

**Grant Information Summary**

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

**Fiscal Impact / Funding Source**

**Funding Line 1:**

201-540-5459-1450: Water & Sewer Revenue, Public Works, Maintenance Supplies - \$53,312.38.

**Funding Line 2:**

201-540-5469-1450: Water & Sewer Revenue, Public Works, Maintenance Supplies - \$53,312.38.

<b>Key Contract Terms</b>	
<b>Start Date:</b> Upon BOC approval	<b>End Date:</b> 12/31/2025
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b> TV renewal options remain

**Overall Contractor Performance Rating: 85**

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

Yes

**Report Period Start:**  
4/1/2025

**Report Period End:**  
6/30/2025

DEPARTMENT OF PUBLIC WORKS  
INTEROFFICE MEMORANDUM



FULTON  
COUNTY

**TO:** Felicia Strong-Whitaker, Purchasing  
**FROM:** David Clark, Director *DC*  
**DATE:** June 6, 2025  
**SUBJECT:** 25ITB1376191A-KM-Concrete Manhole Parts  
RQS #: 052325-1102

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On May 20, 2025, the Department of Purchasing opened the subject Invitation to Bid (ITB). There was one (1) response.

The Department of Public Works recommends awarding the contract to the overall responsive bidder, Ferguson Waterwork's, in the amount of \$106,624.76.

Funding is available in the following account(s):

201-540-5459-1450

201-540-5469-1450

cc: Roy Barnes, Deputy Director, Public Works *R.O.B* 7-1-23  
Gerald Pace, Deputy Director, Administration, Public Works *GJP 7/1/2025*  
Andrenette Whitlow, Material Management Manager, Public Works  
Brian Jones, Chief Assistant Purchasing Agent, Purchasing



## Performance Evaluation Details

<b>ID</b>	E8
<b>Project</b>	Manholes, Frames, Grates and Accessories
<b>Project Number</b>	22ITBC089A - JWT
<b>Supplier</b>	Ferguson Waterworks
<b>Supplier Project Contact</b>	Bob Mcwhorter (preferred language: English)
<b>Performance Program</b>	Goods and Commodity Services
<b>Evaluation Period</b>	04/01/2025 to 06/30/2025
<b>Effective Date</b>	07/01/2025
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	07/01/2025
<b>Expectations Meeting Date</b>	Not Specified
<b>Status</b>	Completed
<b>Publication Date</b>	07/01/2025 01:23 PM EDT
<b>Completion Date</b>	07/01/2025 01:23 PM EDT
<b>Evaluation Score</b>	85

### Related Documents

There are no documents associated with this Performance Evaluation

**OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES**

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

**QUALITY OF PRODUCT OR SERVICE**

**17/20**

Rating  
**Excellent:** There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.  
Comments *Not Specified*

**TIMELINESS OF PERFORMANCE**

**17/20**

Rating  
**Excellent:** There are no delays and the contractor has exceeded the agreed upon time schedule.  
Comments *Not Specified*

**BUSINESS RELATIONS**

**17/20**

Rating  
**Excellent:** Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.  
Comments *Not Specified*

**CUSTOMER SATISFACTION**

**17/20**

Rating  
**Excellent:** Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.  
Comments *Not Specified*

**COST CONTROL**

**17/20**

Rating  
**Excellent:** Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.  
Comments *Not Specified*

**GENERAL COMMENTS**

Comments *Not Specified*





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0612

Meeting Date: 8/20/2025

### Department

Public Works

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

Request approval of a Contract Item Agreement Memorandum of Understanding (CIA-MOU) between Fulton County and the Georgia Department of Transportation (GDOT) for the relocation of water facilities associated with the bridge replacement and widening of SR 120 (Old Milton Parkway) from North Point Parkway to Kimball Bridge Road in the City of Alpharetta (Project ID #0017187). The project includes the relocation of approximately 3,188 linear feet of 8-inch, 10-inch, 12-inch, and 16-inch water lines and associated appurtenances within Fulton County. The estimated cost of the project for the County is \$1,768,280.00.

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

GA CONST Art. 9, § 3, ¶ 1 provides that the County may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide. Further, O.C.G.A § 36-10-1 provides that “[a]ll official contracts entered into by the County governing authority with other persons on behalf of the County shall be in writing and entered on its minutes.”

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

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

No

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

**Scope of Work:** The Georgia Department of Transportation (GDOT) is currently planning to replace the existing bridge and widen SR 120 (Old Milton Parkway) over Big Creek in the City of Alpharetta. The GDOT-funded and managed project includes bridge replacement, road widening, and sidewalk improvements. As part of this effort, approximately 3,188 linear feet of 8-inch, 10-inch, 12-inch, and 16-inch Fulton County-owned water lines, along with associated appurtenances, must be relocated within the existing right-of-way. GDOT plans to bid the bridge replacement project by the end of 2025 and has requested execution of a Contract Item Agreement and Memorandum of Understanding (CIA-MOU) with Fulton County. This agreement will allow GDOT to include the water main and sewer line relocation in their bid package. Fulton County will reimburse GDOT for the actual cost of the utility relocation work upon completion and acceptance of the bid. Water service is expected to remain largely uninterrupted during the construction period. Fulton County staff will be on-site during the relocation of the water and sewer lines to ensure the work is completed in accordance with Fulton County standards. The estimated cost for the relocation and installation of the impacted water mains is \$1,768,280.00, which has been budgeted through the Water and Sewer Fund and included in the 2016-2026 Capital Improvement Program.

**Community Impact:** The existing 8-inch, 10-inch, and 12-inch water mains currently serve various facilities along SR 120 within Fulton County. The planned bridge replacements and roadway improvements will impact these water lines, which provide critical service to developments in the area. Relocation is necessary to ensure uninterrupted service and to accommodate GDOT's construction activities.

**Department Recommendation:** The Department of Public Works believes the most cost-effective approach to completing the water main relocations is to allow the Georgia Department of Transportation (GDOT) to include the work in their roadway project bid. Therefore, the Department recommends that Fulton County enter into a Contract Item Agreement and Memorandum of Understanding (CIA-MOU) with GDOT.

**Project Implications:** The bridge replacement and roadway widening along SR 120 will impact existing water lines due to necessary modifications in roadway grades. As a result, the water lines must be relocated, and valves adjusted to match the proposed roadway elevations. These relocations are essential to maintaining continuous water and sewer service in the area.

**Community Issues/Concerns:** Water service will be maintained throughout the construction period. However, temporary service interruptions may occur during the tie-in phases between the new and existing water lines. Impacted customers will be notified in advance.

**Department Issues/Concerns:** The Department of Public Works is not aware of any issues or concerns with the proposed CIA-MOU. Similar agreements between GDOT and Fulton County have proven effective on past projects

**Contract Modification** *(Delete this chart only if the Requested Action is for a NEW award. Simply insert the text "New Procurement." If the Requested Action is for a Contract Modification ((Renewal, Amendment, Change Order,*

*Extension, Increase Spending Authority)), the chart should remain and be completed.)*

New Procurement

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

Georgia Department of Transportation (GDOT)

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

**Exhibit A - MOU between GDOT and Fulton County**

**Exhibit B - CIA Estimate of Cost**

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

Georgia Department of Transportation (GDOT)

**Contract Attached**

Yes

**Previous Contracts**

No

**Total Contract Value**

Original Approved Amount:

Previous Adjustments:

This Request: \$1,768,280.00.

TOTAL: \$1,768,280.00.

**Fiscal Impact / Funding Source**

**Funding Line 1:**

203-540-5400-I301 Water & Sewer Renewal and Extension Fund

Georgia DOT Project  
County: Fulton  
GDOT P.I.: 0017187

# CONTRACT ITEM AGREEMENT MEMORANDUM OF UNDERSTANDING

between the  
Georgia Department of Transportation (hereafter the DEPARTMENT)  
and  
FULTON COUNTY WATER AND SEWER (hereinafter called the OWNER)

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Whereas the DEPARTMENT proposes to undertake a project to **replace the bridges and widen SR 120 FROM NORTH POINT PKWY TO KIMBALL BRIDGE ROAD** in **Fulton County** Georgia by contract through competitive bidding, and:

Whereas the OWNER has the following utility facilities which will be within the project limits: **Has water facilities with valves, meters and vaults within the project limits.**

Whereas the OWNER does not have adequate equipment and staff to adjust its facilities or for other reasons considers it advantageous to have this work included in the roadway contract to be let by the DEPARTMENT; and, now therefore:

The following is hereby mutually agreed to and understood by both parties:

1. The preliminary engineering, including preparation of detailed plans and contract estimate for the required water items will be accomplished by the OWNER or OWNER'S Consultant, the cost of which will be the responsibility of the OWNER. The plans shall provide for adjustment, relocation, or new installation of the OWNER'S facilities in accordance with the OWNER'S customary practices, standards, and details subject to conformance with the DEPARTMENT'S standard pay items and procedures for including such items in the project contract. In cases of discrepancy, the governing descending order will be as follows: (1) Special Provisions, (2) Project Plans (prepared by OWNER'S Consultant) including Special Plan Details, (3) Supplemental Specifications, (4) Standard Plans including DEPARTMENT'S Standard Construction Details, (5) Standard Specifications. The OWNER'S standard details should be labeled as "Special Plan Details" and included immediately in sequence behind the OWNER'S plans to avoid confusion with the DEPARTMENT's Standard Plans and Standard Construction Details. The OWNER shall provide plans using the DEPARTMENT'S title block design and in the current Micro Station file format.
2. The plans and estimate shall be subject to approval by both the DEPARTMENT and OWNER prior to advertising for bids.

3. All work necessary for the adjustment or relocation of the described facilities in accordance with the final plans when approved shall be included in the highway contract and let to bid by the DEPARTMENT except as follows:

**If necessary, the Owner will provide additional temporary and permanent easements, at its own expense, for any work outside of the acquisition limits shown on the project right of way plans, and shall certify possession in accordance with DEPARTMENT requirements prior to the Certification deadline for the project.**

4. All construction engineering (layout, inspection) and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the OWNER before authorizing any changes or deviations which might affect the OWNER'S facility. Engineering for plan revisions for the OWNER'S facilities shall be the responsibility of the OWNER and OWNER'S Consultant.
5. The OWNER and OWNER'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The cost of any OWNER or OWNER'S Consultant's visits or inspections will be the responsibility of the OWNER. The DEPARTMENT agrees to notify the OWNER when all utility work is complete and ready for final inspection and invite the OWNER to attend the final inspection or provide a corrections list to the DEPARTMENT prior to the final inspection.
6. After award of the highway contract, the OWNER will continue to maintain its pre-existing facilities until adjustment or relocation has been finalized or the pre-existing facilities have been taken out of service. Once adjustment or relocation begins on a segment of the facilities, the DEPARTMENT or its contractor will be responsible for the maintenance of the adjusted or relocated facilities until final acceptance is made for the work.
7. Upon Maintenance Acceptance or Final Acceptance of the utility work included in the contract and upon certification by the DEPARTMENT'S Engineer and the OWNER, that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT'S "Utility Accommodation Policy and Standards Manual, current edition" and any agreements in effect without further cost to the DEPARTMENT or it's CONTRACTOR.
8. The DEPARTMENT and OWNER agree that all matters will be governed by the DEPARTMENT'S Utility Accommodation Policy and Standards. It is contemplated by the DEPARTMENT and OWNER that a Contract Item Agreement will be executed by both parties that will supersede this memorandum. The cost for the utility facilities shall be the responsibility of the OWNER and reimbursement to the DEPARTMENT shall be handled thru a Contract Item Agreement.

**APPROVED FOR THE OWNER BY:**

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Title)

**APPROVED FOR THE DEPARTMENT BY:**

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Date)

State Utilities Administrator  
\_\_\_\_\_

(Title)

Contract Item Agreement to be required? YES  
Preliminary Engineering Agreement to be required? No

Fulton County Water Resources - Water and Sewer Facilities

Fulton County Public Works, Water Resources  
P 1 No 0017187 - SR 120 From North Point Pkwy to Kimball Bridge Road

Item No	Additional Description	Unit	Orig Est Unit Price	In-Kind Items		Betterment Items		In-Kind / Betterment Total Qty	Actual Bid Costs					
				Orig Plan Total Qty	Orig Est Cost	Orig Plan Total Qty	Orig Est Cost		Actual Bid Total Qty	Actual Bid Unit Price	Actual Total Bid Cost	Actual In-Kind Bid Cost	Actual Betterment Bid Cost	
171-4030	TEMPORARY SILT FENCE, TYPE C(171-0030)	LF	\$ 7.00	4000	\$ 28,000.00			4000	0	\$ -	\$ -	\$ -	\$ -	\$ -
500-3101	GLASS A CONCRETE(500-3101)	EA	\$ 175.00	180	\$ 31,500.00			180	0	\$ -	\$ -	\$ -	\$ -	\$ -
611-8120	ADJUST WATER METER BOX TO GRADE(611-8120)	EA	\$ 930.00	7	\$ 6,510.00			7	0	\$ -	\$ -	\$ -	\$ -	\$ -
611-8140	ADJUST WATER VALVE BOX TO GRADE(611-8140)	EA	\$ 580.00	4	\$ 2,320.00			4	0	\$ -	\$ -	\$ -	\$ -	\$ -
600-4001	FLOWABLE FILL(600-4001)	CY	\$ 175.00	170	\$ 29,750.00			170	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-1060	WATER MAIN, 6 IN	LF	\$ 105.00	20	\$ 2,100.00			20	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-1080	WATER MAIN, 8 IN	LF	\$ 115.00	190	\$ 21,850.00			190	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-1100	WATER MAIN, 10 IN	LF	\$ 140.00	20	\$ 2,800.00			20	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-1120	WATER MAIN, 12 IN	LF	\$ 185.00	2340	\$ 432,900.00			2340	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-1160	WATER MAIN, 16 IN	LF	\$ 230.00	248	\$ 57,040.00			248	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-1200	WATER MAIN, 12 IN	LF	\$ 250.00	370	\$ 92,500.00			370	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-2000	CUT & PLUG EXISTING WATER MAIN	EA	\$ 24,000.00	19	\$ 456,000.00			19	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-2080	INSERTION VALVE-	EA	\$ 6,000.00	2	\$ 12,000.00			2	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-2100	GATE VALVE, 8 IN	EA	\$ 8,000.00	1	\$ 8,000.00			1	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-2120	GATE VALVE, 10 IN(670-2100)	EA	\$ 14,000.00	6	\$ 84,000.00			6	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-2160	GATE VALVE, 16 IN	EA	\$ 23,000.00	2	\$ 46,000.00			2	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-2002	VALVE MARKER	EA	\$ 60.00	6	\$ 360.00			6	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-7000	*** R. Utilities, Special Provision # 4(670-7000)	LF	\$ 250.00	650	\$ 162,500.00			650	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-3066	TAPPING SLEEVE & VALVE ASSEMBLY, 6 IN X 6 IN	EA	\$ 11,500.00	1	\$ 11,500.00			1	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-3087	TAPPING SLEEVE & VALVE ASSEMBLY, 8 IN X 8 IN	EA	\$ 14,000.00	1	\$ 14,000.00			1	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-3108	TAPPING SLEEVE & VALVE ASSEMBLY, 10 IN X 10 IN	EA	\$ 16,000.00	1	\$ 16,000.00			1	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-3129	TAPPING SLEEVE & VALVE ASSEMBLY, 12 IN X 12 IN	EA	\$ 20,000.00	19	\$ 380,000.00			19	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-4000	FIRE HYDRANT	EA	\$ 7,500.00	6	\$ 45,000.00			6	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-2003	AIR RELEASE VALVE- ASSEMBLY(670-2003)	EA	\$ 7,500.00	1	\$ 7,500.00			1	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-2005	BLOW-OFF ASSEMBLY- COMPLETE(670-2005)	EA	\$ 7,500.00	1	\$ 7,500.00			1	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-5010	WATER SERVICE LINE, 1 IN(670-5010)	LF	\$ 25.00	500	\$ 12,500.00			500	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-5020	WATER SERVICE LINE, 1 1/2 IN(670-5015)	LF	\$ 35.00	500	\$ 17,500.00			500	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-5020	WATER SERVICE LINE, 2 IN	LF	\$ 35.00	500	\$ 17,500.00			500	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-9710	RELOCATE EXIST FIRE HYDRANT	EA	\$ 1,200.00	1	\$ 1,200.00			1	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-9720	RELOCATE EXIST WATER VALVE, INCL BOX	EA	\$ 1,200.00	1	\$ 1,200.00			1	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-9730	RELOCATE EXIST WATER METER, INCL BOX	EA	\$ 1,200.00	1	\$ 1,200.00			1	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-9920	REMOVE EXISTING FIRE HYDRANT	EA	\$ 800.00	5	\$ 4,000.00			5	0	\$ -	\$ -	\$ -	\$ -	\$ -
610-2370	REMOVE WATER MAIN, 8 IN(610-2370)	LF	\$ 50.00	150	\$ 7,500.00			150	0	\$ -	\$ -	\$ -	\$ -	\$ -
610-2380	REMOVE WATER MAIN, 12 IN(610-2380)	LF	\$ 75.00	50	\$ 3,750.00			50	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-2700	ABANDONMENT OF WATER VALVES	EA	\$ 200.00	9	\$ 1,800.00			9	0	\$ -	\$ -	\$ -	\$ -	\$ -
611-8050	ADJUST MANHOLE TO GRADE(611-8050)	EA	\$ 3,500.00	3	\$ 10,500.00			3	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-9737	REMOVE AND REPLACE EXT. WATER VAULT INCL METER AND CONCRETE VAULT -	EA	\$ 25,000.00	1	\$ 25,000.00			1	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-4450		EA	\$ 20,000.00	1	\$ 20,000.00			1	0	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>										\$ 1,768,280.00		\$ -	\$ -	\$ -
									<b>TOTAL EST In-Kind</b>	\$ 1,768,280.00		\$ -	\$ -	\$ -
									<b>TOTAL EST</b>	\$ -	\$ 1,768,280.00		\$ -	\$ -
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									<b>TOTAL ESTIMATE IN-KIND (NON-REIMBURSIBLE) GDOT SHARE</b>	\$ -	\$ -	\$ -	\$ -	\$ -
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									<b>TOTAL ESTIMATE IN-KIND (NON-REIMBURSIBLE) GDOT SHARE</b>	\$ -	\$ -	\$ -	\$ -	\$ -
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									<b>TOTAL ESTIMATE IN-KIND (NON-REIMBURSIBLE) GDOT SHARE</b>	\$ -	\$ -	\$ -	\$ -	\$ -
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									<b>TOTAL ESTIMATE IN-KIND (NON-REIMBURSIBLE) GDOT SHARE</b>	\$ -	\$ -	\$ -	\$ -	\$ -
									<b>TOTAL ESTIMATE IN-KIND (NON-REIMBURSIBLE) FACILITY OWNER SHARE &amp; BETTERMENT</b>	\$ -	\$ -	\$ -	\$ -	\$ -
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									<b>TOTAL ESTIMATE IN-KIND (NON-REIMBURSIBLE) GDOT SHARE</b>	\$ -	\$ -	\$ -	\$ -	\$ -
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# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0613

Meeting Date: 8/20/2025

### The Department

Superior Court Administration

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

Request approval of a recommended proposal - Superior Court, 25RFP1386059A-BKJ, Drug Testing in an amount not to exceed \$350,000.00 with Technical Resource Management, LLC dba Cordant Health Solutions to provide comprehensive drug testing and technology services to the participants of the County's Accountability Court Programs. Effective upon BOC approval, through December 31, 2025 with two renewal options.

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

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

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

Justice and Safety

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** The mission of Fulton County Accountability Court (FCAC) is to provide a court-supervised diversion/alternative sentencing program to those offenders who suffer from substance use disorders and mental health issues. Additionally, the court will reduce recidivism, crime occurrence, reduce the cost to the community, and improve the quality of life for those participating. A primary function of the program is to monitor participants via randomized drug testing.

**Scope of Work:** The primary scope of work will be to provide randomized urine drug testing to the participants of the Accountability Courts. Provider will provide, support and maintain a secure,

automated, HIPAA-Compliant web-based random selection testing calendar that is configurable to FCAC specified parameters. Provider will provide, support, and maintain a participant notification system that notifies participants of the need to test. The provider shall provide all necessary sample collection and transportation supplies and courier pick-up within 24 hours of notification for specimens collected at 1135A Jefferson St, NW, Atlanta location 5 days per week, Monday through Friday, and on Saturdays, when Saturday collections are scheduled. The provider shall provide all necessary sample collection services in addition to transportation supplies and courier pick-up within 24 hours of notification for specimens collected at the 7741 Roswell Blvd, Sandy Springs, GA location on the days of testing (2-3) times per week, Monday through Friday.

**Community Impact:** The contract will support drug testing services for criminal defendants in the Accountability Court Programs. The provision of these services will ensure program compliance and effective treatment/services for defendants with substance abuse addictions. Effective treatment programs improve safety and reduce criminal recidivism in the community.

**Department Recommendation:** Superior Court Administration recommends approval.

**Project Implications:** The provision of these services will ensure program compliance and effective treatment/services for defendants with substance abuse addictions.

**Community Issues/Concerns:** The Department is not aware of any community issues or concerns with this contract.

**Department Issues/Concerns:** The Department does not have any concerns with this contract.

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

**Contract Value:** \$350,000.00

**Prime Vendor:** Technical Resource Management, LLC dba Cordant Health Solutions

**Prime Status:** Non-Minority

**Location:** Indianapolis, IN

**County:** Marion County

**Prime Value:** \$350,000.00 or 100.00%

**Total Contract Value:** \$350,000.00 or 100.00%

**Total Certified Value:** \$-0-

**Exhibits Attached**

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Performance Evaluation

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

David Summerlin, District Court Administrator, Superior Court, 404.612.4529

**Contract Attached**

No

**Previous Contracts**

No

**Total Contract Value**

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$350,000.00
<b>TOTAL:</b>	<b>\$350,000.00</b>

**Fiscal Impact / Funding Source**

**Funding Line 1:**

461-450-AC26-1451, Grant, Superior Court Administration, \$110,203

**Funding Line 2:**

461-450-MC26-1451, Grant, Superior Court Administration, \$11,976

**Funding Line 3:**

461-450-MM26-1451, Grant, Superior Court Administration, \$2,472

**Funding Line 4:**

461-450-VT26-1451, Grant, Superior Court Administration, \$14,000

**Funding Line 5:**

100-450-4507-1451, Accountability Court \$211,349

<b>Key Contract Terms</b>	
<b>Start Date:</b> Upon Approval	<b>End Date:</b> 12/31/2025
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b>

**Overall Contractor Performance Rating:** New Vendor

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**Agenda Item No.:** 25-0613

**Meeting Date:** 8/20/2025

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

Choose an item.

**Report Period Start:**

**Report Period End:**



# INTEROFFICE MEMORANDUM

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

**FROM:** Evaluation Committee Recommendation Letter

**DATE:** July 18, 2025

**PROJECT:** 25RFP1386059A-BKJ, Drug Testing

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Superior Court.

Seven (7) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. Avertest, LLC dba Averhealth
2. Bio Wheels, LLC
3. Brenda Laboratory
4. Integrated Management Solutions, Inc.
5. Page Testing Solutions
6. Quantumlabs Innovative Solutions, LLC
7. Technical Resource Management, LLC dba Cordant Health Solutions

After review of the technical proposals the following firms were short-listed.

1. Avertest, LLC dba Averhealth
2. Integrated Management Solutions, Inc
3. Technical Resource Management, LLC dba Cordant Health Solutions

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **Technical Resource Management, LLC dba Cordant Health Solutions** with a total score of **88.42**, is the recommended vendor for the award of 25RFP1386059A-BKJ, Drug Testing.

Evaluation Committee Recommendation Letter

July 18, 2025

Page | 2

The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

**SELECTION COMMITTEE MEMBERS:**

DocuSigned by:  
*John Collins*  
CA25DDB41D3C44B...

Director of Accountability Court

Signed by:  
*Tyisha Crumsey*  
60513080BB91476...

Behavior Health Program Manager

DocuSigned by:  
*[Signature]*  
7864D0C2999D4E3...

Court Program Administrator

Evaluation Committee Recommendation Letter  
 July 18, 2025  
 Page | 3

EVALUATION CRITERIA	WEIGHT	Avertest LLC dba AVerhealth	Technical Resource Management LLC dba Cordant Health Solutions
Project Plan/Approach to Work	40%	40.00%	36.67%
Qualifications of Key Personnel	8%	8.00%	8.00%
Relevant Project Experience/Past Exp.	10%	9.17%	10.00%
Availability of Key Personnel	5%	4.58%	3.75%
Local Preference	5%	5.00%	0.00%
Service Disabled Veterans Preference	2%	0.00%	0.00%
**Total Technical Scores**		66.75%	58.42%
Cost	30%	20.26%	30.00%
<b>TOTAL SCORE:</b>		<b>87.01%</b>	<b>88.42%</b>



Superior Court of Fulton County  
Atlanta Judicial Circuit  
Lewis Slaton Courthouse  
136 Pryor Street, SW  
Suite J2-640  
Atlanta, Georgia 30303

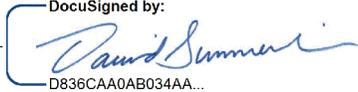
Office of the Court Administrator

Telephone (404) 612-4529

## MEMORANDUM

**To:** Felicia Strong-Whitaker, Director Purchasing & Contract Compliance

**Through:** Brian K. Jones, Chief Assistant Purchasing Agent

**From:** David Summerlin, Superior Court Administrator 

**Date:** August 5, 2025

**Re:** RRP#: 25RFP1386059A-BKJ – Drug Testing Services with Technical Resource Management, LLC dba Cordant Health Solutions

In response to the above reference request for proposals to provide comprehensive *drug testing and technology services* for the Superior Court - Accountability Courts, it is requested that services be established with Technical Resource Management, LLC, dba Cordant Health Solutions, effective upon approval of the BOC, through December 31, 2025, with two (2) renewal options, in accordance with County policies and procedures. This will be the County's first contract with this vendor.

c: John Collins, Director, Accountability Court  
Shontrail Hughes, Financial Administrator  
Heather McCants, Deputy Court Administrator





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0614

Meeting Date: 9/3/2025

### Department

Real Estate and Asset Management

### Requested Action

Request approval to extend an existing contract - Department of Real Estate and Asset Management, 21RFP127274K-BKJ, Comprehensive Operation and Preventive and Predictive Maintenance Services for the Fulton County Jail and the South Fulton Municipal Regional Jail in an amount not to exceed \$3,558,014.10 with Johnson Controls, Inc. (Atlanta, GA), to provide continued comprehensive operation, preventive and corrective maintenance services for the Fulton County Jail, Jail South Annex in Union City, and the Jail North Annex in Alpharetta for an additional six (6) month period. Effective Dates: July 1, 2025, through December 31, 2025.

### Requirement for Board Action

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

### Strategic Priority Area related to this item

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** This contract extension is being requested for an additional 6-month period effective: July 1, 2025, through December 31, 2025, to ensure continued comprehensive operation, preventive and corrective maintenance services for the Fulton County Jail, the Jail South Annex in Union City, and the Jail North Annex in Alpharetta to complete services for 2025.

The extension of the jail blitz project timeline requires the current jail maintenance contract be extended through the end of FY 2025 to ensure project continuity. A new solicitation for jail maintenance services is being prepared for advertisement with a new contract term beginning in January of 2026. The extension provides time for the County to navigate the completion of new solicitation/award process and the completion of the first phase of the Jail Bridging Plan.

**Scope of Work:** The contract requires preventive and corrective services for all building systems including, but not limited to, all HVAC, door & locking controls, plumbing, electrical, generators, building envelope, kitchen equipment, laundry equipment, and perimeter fencing/gates. laundry equipment. On average, 1,600 corrective maintenance work requests are submitted and completed each month across all three facilities.

**Community Impact:** This contract is essential for the County to meet its legal obligations associated with the housing and disposition of inmates.

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

**Project Implications:** The intent of this contract is to ensure the provision of functional jail facilities suitable for the safe and effective housing of inmates along with occupancy by staff and visitors. Additionally, it is the intent of this contract to extend the useful life of the existing jail facility assets.

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

**Department Issues/Concerns:** If this contract extension is not approved, the County does not have the capacity to provide maintenance services to the Fulton County Jail.

**Contract Modification**

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Contract Amount	21-0406	6/2/2021	\$2,175,459.00
1 <sup>st</sup> Renewal	21-0951	12/1/2021	\$5,192,445.00
Amendment No. 1	22-0987	12/21/2022	\$0.00
2 <sup>nd</sup> Renewal	22-0977	12/21/2022	\$5,531,120.00
Increase Spending Authority No. 1	23-0631	9/20/2023	\$1,230,530.00
60-Day Extension	102-364	1/1/2024	\$860,000.00
3 <sup>rd</sup> Renewal	24-0091	2/7/2024	\$5,383,820.00
Increase Spending Authority No. 2	24-0898	12/18/2024	\$2,156,400.00
30-Day Extension	102-364	1/1/2025	\$684,717.24
Extension No. 3	25-0104	2/5/2025	\$2,815,000.00
Emergency Change Order No. 1	102-420(g)(2)	5/1/2025	\$1,436,867.78

Emergency Change Order No. 2	102-420(g)(2)	8/8/2025	\$2,278,095.86
<b>Extension No. 4</b>			<b>\$3,558,014.10</b>
Total Revised Amount			\$33,302,468.98

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

**Contract Value:** \$3,558,014.10

**Prime Vendor:** Johnson Controls, Inc.  
**Prime Status:** Non-Minority  
**Location:** Alpharetta, GA  
**County:** Fulton County  
**Prime Value:** \$3,558,014.10 or 100.00%  
**Total Contract Value:** \$3,558,014.10 or 100.00%

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

**Exhibits Attached**

- Exhibit 1: Contract Extension No. 4 to Form of Contract
- Exhibit 2: Contractor’s Performance Report

**Contact Information**

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

**Contract Attached**

Yes

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$2,175,459.00  
Previous Adjustments: \$27,568,995.88  
This Request: \$3,558,014.10  
TOTAL: \$33,302,468.98

**Fiscal Impact / Funding Source**

**Funding Line 1:**

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**Agenda Item No.:** 25-0614

**Meeting Date:** 9/3/2025

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100-520-5224-1116: General, Real Estate and Asset Management, Building Maintenance-  
\$2,584,902.40

**Funding Line 2:**

500-520-5200-J005: Capital, Real Estate & Asset Management, Jail Blitz  
\$973,111.70

<b>Key Contract Terms</b>	
<b>Start Date:</b> 7/1/2025	<b>End Date:</b> 12/31/2025
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b> Additional 6-months period

**Overall Contractor Performance Rating:** 76

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

Yes

**Report Period Start:**  
11/30/2025

**Report Period End:**  
2/27/2025

**EXTENSION NO. 4 TO FORM OF CONTRACT**

Contractor: **Johnson Controls, Inc.**

Contract No.: **21RFP127274K-BKJ, Comprehensive Operation and Preventive and Predictive Maintenance Services for the Fulton County Jail and the South Fulton Municipal Regional Jail**

Address: **1350 Northmeadow Parkway, Suite 100**  
City, State **Roswell, GA 30076**

Telephone: **770-362-5990**

Email: **scott.e.mcvay@jci.com**

Contact: **Scott E. McVay**  
**Sr. Account Executive**

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

WHEREAS, Fulton County ("County") entered into a Contract with Johnson Controls, Inc., to provide/perform to provide comprehensive operation, preventive and corrective maintenance services for the Fulton County Jail, Jail South Annex in Union City, and the Fulton County North Annex Jail in Alpharetta, dated July 1, 2021, on behalf of the Department Of Real Estate & Asset Management; and

WHEREAS, the County wishes to extend the subject contract, with all terms and conditions unchanged, for an additional six (6) months period from July 1, 2025, through December 31, 2025; and

WHEREAS, the County wishes to continue to provide without disruption comprehensive operation, preventive and corrective maintenance services for the Fulton County Jail, Jail South Annex in Union City, and the Fulton County North Annex Jail in Alpharetta; and

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

WHEREAS, this Extension was approved by the Fulton County Board of Commissioners on August 20, 2025, BOC Item #25-.

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

This Extension No. 4 to Form of Contract is effective as of the 4th day of June, 2025 between the County and Johnson Controls, Inc., who agree that all Services specified will be performed in accordance with this Extension No. 4 to Form of Contract and the

Contract Documents for an additional six (6) months period, with the contract ending as of the 31st of December, 2025.

1. **SCOPE OF WORK:** To ensure continued comprehensive operation, preventive and corrective maintenance services for the Fulton County Jail, the Jail South Annex in Union City, and the Jail North Annex in Alpharetta that includes preventive and corrective services for all building systems including, but not limited to, all HVAC, door & locking controls, plumbing, electrical, generators, building envelope, kitchen equipment, laundry equipment, and perimeter fencing/gates. laundry equipment.
- 2.. **COMPENSATION:** The services to be performed by the Contractor during this Extension No. 1 to Form or Contract shall not exceed \$3,500,000.00 (Three Million Five Hundred Thousand and Zero Cents).
3. **LIABILITY OF COUNTY:** This Extension No. 4 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF EXTENSION NO. 4 TO FORM OF CONTRACT:** Except as modified by this Extension No. 4 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

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

OWNER:

**FULTON COUNTY, GEORGIA**

CONTRACTOR:

**JOHNSON CONTROLS, INC.**

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Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

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Anthony Outland  
Atlanta Metro General Manager

ATTEST:

ATTEST:

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Tonya R. Grier  
Clerk to the Commission

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Secretary/  
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

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Office of the County Attorney

APPROVED AS TO CONTENT:

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

## Performance Evaluation Details

<b>ID</b>	E4
<b>Project</b>	Comprehensive Operation and Preventive and Predictive Maintenance Services for t
<b>Project Number</b>	21RFP127274K-BKJ
<b>Supplier</b>	Johnson Controls
<b>Supplier Project Contact</b>	Scott Mcvay (preferred language: English)
<b>Performance Program</b>	Professional Services
<b>Evaluation Period</b>	11/30/2024 to 02/27/2025
<b>Effective Date</b>	05/09/2025
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	02/28/2025
<b>Expectations Meeting Date</b>	12/20/2024
<b>Status</b>	Completed
<b>Publication Date</b>	05/09/2025 01:27 PM EDT
<b>Completion Date</b>	05/09/2025 01:27 PM EDT
<b>Evaluation Score</b>	76

### Related Documents

There are no documents associated with this Performance Evaluation

**OVERALL RATING GUIDE - PROFESSIONAL SERVICES**

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

**PROJECT MANAGEMENT**

14/20

**Rating**

**Satisfactory:** Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

**Comments**

Improvement needed in reporting of systemic issues affecting regulatory compliance. For example, annual fire inspections completed by JCI with expectation that County pays for all identified deficiencies that should have been reported throughout the year. This negatively impacts the County's jail maintenance budget. Moreover, this places the County at risk for being non-compliant with local and state regulatory agencies.

**SCHEDULE**

14/20

**Rating**

**Satisfactory:** Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

**Comments**

JCI completes corrective maintenance in a very timely fashion. However, recent staffing challenges have caused the completion rate of preventive maintenance to go below what would be historically considered acceptable. Additionally, support from the JCI Branch office is inconsistent and at times causes maintenance issues to become critical.

**QUALITY OF DESIGN, REPORTS AND DELIVERABLES**

14/20

**Rating**

**Satisfactory:** Deliverables meet requirements and have an average number of issues on reports and deliverables.

**Comments**

Given the volume of corrective action work required in the jail resulting from vandalism, JCI does a good job in completing requested work with very little need for repeat repairs. The principal area of concern is regulatory compliance. Facility compliance is driven by regulatory agency inspection versus proactive management of issues. This causes the County to be cited for deficiencies.

**COMMUNICATIONS AND CO-OPERATION**

17/20

**Rating**

**Excellent:** Co-operative and timely response to the User Department concerns.

**Comments**

JCI continues to be highly responsive to County concerns when communicated and has demonstrated remarkable flexibility when necessary.

**OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS**

17/20

**Rating**

**Excellent:** Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

**Comments**

JCI does a great job in managing its various subcontractors performing repair work and project work in the jail. Any reports of compliance concerns are addressed in a timely manner.

**GENERAL COMMENTS**

**Comments**

Inconsistent branch office support and failure to identify critical maintenance items prior to complete failure continue to be the two areas of gravest concern.





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0574

**Meeting Date:** 8/20/2025

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

Request approval of a Resolution urging the release of Israeli hostages and an immediate and permanent ceasefire in Israel and Gaza; and for other purposes. **(Arrington) (MOTION TO APPROVE FAILED ON 8/6/25)**

1           **A RESOLUTION URGING THE RELEASE OF ISRAELI HOSTAGES AND AN**  
2           **IMMEDIATE AND PERMANENT CEASEFIRE IN ISRAEL AND GAZA; AND FOR**  
3           **OTHER PURPOSES**  
4

5           **WHEREAS**, Fulton County is a county that fosters diversity, values all lives and  
6 upholds the principles of equality and human rights; and

7           **WHEREAS**, Fulton County expresses profound sorrow and condemnation for the  
8 tragic loss of Israeli civilians, including children, families and the elderly, in the terror  
9 attack by Hamas on October 7, 2023; and

10          **WHEREAS**, Fulton County expresses profound sorrow at the tragic loss of  
11 innocent Palestinian lives, including children, families and the elderly, in the war that  
12 has since raged between Israel and Hamas; and

13          **WHEREAS**, Fulton County supports the safety of residents in every community,  
14 regardless of what crimes their government may commit; and

15          **WHEREAS**, Fulton County believes that all life is precious; and

16          **WHEREAS**, the war between Israel and Hamas has claimed the lives of  
17 thousands of civilians, has led to the wounding of thousands more, and puts at risk the  
18 lives of millions more; and

19          **WHEREAS**, there is an urgent need for humanitarian aid in Gaza and that aid is  
20 not assured if an immediate and permanent ceasefire is not achieved; and

21          **NOW THEREFORE, BE IT RESOLVED**, that Fulton County hereby urges:

22           (1) Israel and Hamas to agree to an immediate and permanent ceasefire to end  
23           the current war;

24           (2) That Hamas agree to the immediate release of all hostages;

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(3) That Israel agrees to the immediate and unconditional lifting of all restrictions on the entry of humanitarian aid to Gaza which aid is indispensable to the survival of the civilian population of Gaza.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect upon its adoption, and all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

**SO, PASSED AND ADOPTED** by the Board of Commissioners of Fulton County, Georgia this \_\_\_\_\_ day of August, 2025.

**SPONSORED BY:**

\_\_\_\_\_  
Marvin S. Arrington, Jr., Commissioner  
District 5

ATTEST:

APPROVED AS TO FORM:

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

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

[https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/BOC/Resolutions/2025 Resolutions/Arrington/Resolution Calling for Ceasefire in Gaza.doc](https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/BOC/Resolutions/2025%20Resolutions/Arrington/Resolution%20Calling%20for%20Ceasefire%20in%20Gaza.doc)





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0615

**Meeting Date:** 8/20/2025

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

Request approval of a Resolution to amend Fulton County's current budget to increase the departmental budget for the Department of Senior Services based on current underruns in the county's overall 2025 fiscal year budget; and for other purposes. **(Ivory)**

1 **A RESOLUTION TO AMEND FULTON COUNTY’S CURRENT BUDGET TO**  
2 **INCREASE THE DEPARTMENTAL BUDGET FOR THE DEPARTMENT OF SENIOR**  
3 **SERVICES BASED ON CURRENT UNDERRUNS IN THE COUNTY’S OVERALL 2025**  
4 **FISCAL YEAR BUDGET; AND FOR OTHER PURPOSES.**

5  
6 **WHEREAS**, O.C.G.A. § 36-81-3 provides that counties “shall establish by  
7 ordinance, local law, or appropriate resolution a fiscal year for the operations of the local  
8 government” and that counties “shall adopt and operate under an annual balanced  
9 budget” to be adopted by ordinance or resolution; and

10 **WHEREAS**, O.C.G.A. § 36-81-3 further provides that a county may amend its  
11 budget to adapt to changing governmental needs during the budget period; and

12 **WHEREAS**, O.C.G.A. § 36-81-3(d) provides that amendments shall be made as  
13 follows:

14 (1) Any increase in appropriation at the legal level of control of the local  
15 government, whether accomplished through a change in anticipated  
16 revenues in any fund or through a transfer of appropriations among  
17 departments, shall require the approval of the governing authority. Such  
18 amendment shall be adopted by ordinance or resolution;

19  
20 (2) Transfers of appropriations within any fund below the local  
21 government’s legal level of control shall require only the approval of the  
22 budget officer; and

23  
24 (3) The governing authority of a local government may amend the legal  
25 level of control to establish a more detailed level of budgetary control at  
26 any time during the budget period. Said amendment shall be adopted by  
27 ordinance or resolution; and

28  
29 **WHEREAS**, the legal level of control for Fulton County is the departmental level;

30 and

31 **WHEREAS**, on January 29, 2025 via Item 25-0070, the Board of Commissioners  
32 of Fulton County (“BOC”) adopted the 2025 fiscal year budget; and

33 **WHEREAS**, the 2025 fiscal year budget includes a budget of \$30,286,934 for the

1 Department of Senior Services; and

2 **WHEREAS**, the 2025 fiscal year budget for the Department of Senior Services  
3 does not include the requested \$294,000 budget enhancement for the Aging Services  
4 and In Home Services contracts as identified in the Proposed Budget submitted on  
5 November 15, 2024; and

6 **WHEREAS**, on August 6, 2025, the Finance Department presented the mid-year  
7 budget review via Item 25-0564, which indicated the County is currently projected to  
8 have \$69 million in underruns in the 2025 fiscal year budget due to projected actual  
9 revenue being greater than earlier estimates and projected actual expenses being less  
10 than earlier estimates; and

11 **WHEREAS**, according to the Finance Department's presentation, the excess  
12 underruns will increase the fund balance beyond the amount of 16.66% of budgeted  
13 expenses as required by Fulton County Code Section 102-290; and

14 **WHEREAS**, the BOC finds it to be in the best interests of the County to utilize a  
15 portion of the underruns to increase the departmental budget for the Department of  
16 Senior Services to fund the Aging Services and In Home Services contracts.

17 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of  
18 Fulton County that, pursuant to O.C.G.A. § 36-81-3(d), the current budget is to be  
19 amended by transferring \$294,000 from available resources to the Department of Senior  
20 Services to fund the Aging Services and In Home Services contracts.

21 **BE IT FURTHER RESOLVED** that the Finance Department is directed to identify  
22 the appropriate departments and funding lines for effectuating such transfer and place  
23 the resulting budget soundings item on the agenda of the next Board of Commissioners

1 meeting for approval.

2 **BE IT FINALLY RESOLVED THAT** all resolutions or parts thereof in conflict  
3 herewith are hereby repealed.

4 **SO PASSED AND ADOPTED**, this \_\_\_ day of August, 2025.

5  
6 **FULTON COUNTY**  
7 **BOARD OF COMMISSIONERS**

8  
9 **Sponsored by:**

10  
11 \_\_\_\_\_  
12 Moraima Ivory, Commissioner  
13 District 4

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17 **ATTEST:**

18  
19  
20 \_\_\_\_\_  
21 Tonya Grier  
22 Clerk to the Commission

23  
24  
25  
26 **APPROVED AS TO FORM:**

27  
28  
29 \_\_\_\_\_  
30 Y. Soo Jo  
31 County Attorney





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0616

**Meeting Date:** 8/20/2025

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

Request approval of a Resolution to amend Fulton County's current budget to increase the departmental budget for the Office of the Public Defender, Atlanta Judicial Circuit, based on current underruns in the county's overall 2025 fiscal year budget; and for other purposes. **(Ivory)**

1 **A RESOLUTION TO AMEND FULTON COUNTY’S CURRENT BUDGET TO**  
2 **INCREASE THE DEPARTMENTAL BUDGET FOR THE OFFICE OF THE PUBLIC**  
3 **DEFENDER, ATLANTA JUDICIAL CIRCUIT, BASED ON CURRENT UNDERRUNS IN**  
4 **THE COUNTY’S OVERALL 2025 FISCAL YEAR BUDGET; AND FOR OTHER**  
5 **PURPOSES.**

6  
7 **WHEREAS**, O.C.G.A. § 36-81-3 provides that counties “shall establish by  
8 ordinance, local law, or appropriate resolution a fiscal year for the operations of the local  
9 government” and that counties “shall adopt and operate under an annual balanced  
10 budget” to be adopted by ordinance or resolution; and

11 **WHEREAS**, O.C.G.A. § 36-81-3 further provides that a county may amend its  
12 budget to adapt to changing governmental needs during the budget period; and

13 **WHEREAS**, O.C.G.A. § 36-81-3(d) provides that amendments shall be made as  
14 follows:

15 (1) Any increase in appropriation at the legal level of control of the local  
16 government, whether accomplished through a change in anticipated  
17 revenues in any fund or through a transfer of appropriations among  
18 departments, shall require the approval of the governing authority. Such  
19 amendment shall be adopted by ordinance or resolution;

20  
21 (2) Transfers of appropriations within any fund below the local  
22 government’s legal level of control shall require only the approval of the  
23 budget officer; and

24  
25 (3) The governing authority of a local government may amend the legal  
26 level of control to establish a more detailed level of budgetary control at  
27 any time during the budget period. Said amendment shall be adopted by  
28 ordinance or resolution; and

29  
30 **WHEREAS**, the legal level of control for Fulton County is the departmental level;

31 and

32 **WHEREAS**, on January 29, 2025 via Item 25-0070, the Board of Commissioners  
33 of Fulton County (“BOC”) adopted the 2025 fiscal year budget; and

34 **WHEREAS**, the 2025 fiscal year budget includes a budget of \$27,547,416 for the

1 Office of the Public Defender, Atlanta Judicial Circuit (“Public Defender”); and

2 **WHEREAS**, the 2025 fiscal year budget for the Public Defender does not include  
3 the requested \$4,897,313 budget enhancement for staffing and professional services as  
4 identified in the Proposed Budget submitted on November 15, 2024; and

5 **WHEREAS**, on August 6, 2025, the Finance Department presented the mid-year  
6 budget review via Item 25-0564, which indicated the County is currently projected to  
7 have \$69 million in underruns in the 2025 fiscal year budget due to projected actual  
8 revenue being greater than earlier estimates and projected actual expenses being less  
9 than earlier estimates; and

10 **WHEREAS**, according to the Finance Department’s presentation, the excess  
11 underruns will increase the fund balance beyond the amount of 16.66% of budgeted  
12 expenses as required by Fulton County Code Section 102-290; and

13 **WHEREAS**, the BOC finds it to be in the best interests of the County to utilize a  
14 portion of the underruns to increase the departmental budget for the Public Defender to  
15 fund staffing and professional services.

16 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of  
17 Fulton County that, pursuant to O.C.G.A. § 36-81-3(d), the current budget is to be  
18 amended by transferring \$4,897,313 from available resources to the Public Defender to  
19 fund staffing and professional services.

20 **BE IT FURTHER RESOLVED** that the Finance Department is directed to identify  
21 the appropriate departments and funding lines for effectuating such transfer and place  
22 the resulting budget soundings item on the agenda of the next Board of Commissioners  
23 meeting for approval.







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0617

**Meeting Date:** 8/20/2025

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

Request approval of a Resolution to amend Fulton County's current budget to increase the departmental budget for Magistrate Court based on current underruns in the county's overall 2025 fiscal year budget; and for other purposes. **(Ivory)**

1 **A RESOLUTION TO AMEND FULTON COUNTY’S CURRENT BUDGET TO**  
2 **INCREASE THE DEPARTMENTAL BUDGET FOR MAGISTRATE COURT BASED ON**  
3 **CURRENT UNDERRUNS IN THE COUNTY’S OVERALL 2025 FISCAL YEAR**  
4 **BUDGET; AND FOR OTHER PURPOSES.**

5  
6 **WHEREAS**, O.C.G.A. § 36-81-3 provides that counties “shall establish by  
7 ordinance, local law, or appropriate resolution a fiscal year for the operations of the local  
8 government” and that counties “shall adopt and operate under an annual balanced  
9 budget” to be adopted by ordinance or resolution; and

10 **WHEREAS**, O.C.G.A. § 36-81-3 further provides that a county may amend its  
11 budget to adapt to changing governmental needs during the budget period; and

12 **WHEREAS**, O.C.G.A. § 36-81-3(d) provides that amendments shall be made as  
13 follows:

14 (1) Any increase in appropriation at the legal level of control of the local  
15 government, whether accomplished through a change in anticipated  
16 revenues in any fund or through a transfer of appropriations among  
17 departments, shall require the approval of the governing authority. Such  
18 amendment shall be adopted by ordinance or resolution;

19  
20 (2) Transfers of appropriations within any fund below the local  
21 government’s legal level of control shall require only the approval of the  
22 budget officer; and

23  
24 (3) The governing authority of a local government may amend the legal  
25 level of control to establish a more detailed level of budgetary control at  
26 any time during the budget period. Said amendment shall be adopted by  
27 ordinance or resolution; and

28  
29 **WHEREAS**, the legal level of control for Fulton County is the departmental level;

30 and

31 **WHEREAS**, on January 29, 2025 via Item 25-0070, the Board of Commissioners  
32 of Fulton County (“BOC”) adopted the 2025 fiscal year budget; and

33 **WHEREAS**, the 2025 fiscal year budget includes a budget of \$5,161,258 for

1 Magistrate Court; and

2 **WHEREAS**, the 2025 fiscal year budget for Magistrate Court does not include the  
3 requested \$611,939 budget enhancement for staffing needs as identified in the  
4 Proposed Budget submitted on November 15, 2024; and

5 **WHEREAS**, on August 6, 2025, the Finance Department presented the mid-year  
6 budget review via Item 25-0564, which indicated the County is currently projected to  
7 have \$69 million in underruns in the 2025 fiscal year budget due to projected actual  
8 revenue being greater than earlier estimates and projected actual expenses being less  
9 than earlier estimates; and

10 **WHEREAS**, according to the Finance Department's presentation, the excess  
11 underruns will increase the fund balance beyond the amount of 16.66% of budgeted  
12 expenses as required by Fulton County Code Section 102-290; and

13 **WHEREAS**, the BOC finds it to be in the best interests of the County to utilize a  
14 portion of the underruns to increase the departmental budget for Magistrate Court to fund  
15 staffing needs.

16 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of  
17 Fulton County that, pursuant to O.C.G.A. § 36-81-3(d), the current budget is to be  
18 amended by transferring \$611,939 from available resources to Magistrate Court to fund  
19 staffing needs.

20 **BE IT FURTHER RESOLVED** that the Finance Department is directed to identify  
21 the appropriate departments and funding lines for effectuating such transfer and place  
22 the resulting budget soundings item on the agenda of the next Board of Commissioners  
23 meeting for approval.







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0618

**Meeting Date:** 8/20/2025

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

Request approval of a Resolution to amend Fulton County's current budget to increase the departmental budget for the Department of Community Development based on current underruns in the County's overall 2025 fiscal year budget; and for other purposes. **(Ivory)**

1 **A RESOLUTION TO AMEND FULTON COUNTY’S CURRENT BUDGET TO**  
2 **INCREASE THE DEPARTMENTAL BUDGET FOR THE DEPARTMENT OF**  
3 **COMMUNITY DEVELOPMENT BASED ON CURRENT UNDERRUNS IN THE**  
4 **COUNTY’S OVERALL 2025 FISCAL YEAR BUDGET; AND FOR OTHER PURPOSES.**  
5

6 **WHEREAS**, O.C.G.A. § 36-81-3 provides that counties “shall establish by  
7 ordinance, local law, or appropriate resolution a fiscal year for the operations of the local  
8 government” and that counties “shall adopt and operate under an annual balanced  
9 budget” to be adopted by ordinance or resolution; and

10 **WHEREAS**, O.C.G.A. § 36-81-3 further provides that a county may amend its  
11 budget to adapt to changing governmental needs during the budget period; and

12 **WHEREAS**, O.C.G.A. § 36-81-3(d) provides that amendments shall be made as  
13 follows:

14 (1) Any increase in appropriation at the legal level of control of the local  
15 government, whether accomplished through a change in anticipated  
16 revenues in any fund or through a transfer of appropriations among  
17 departments, shall require the approval of the governing authority. Such  
18 amendment shall be adopted by ordinance or resolution;

19  
20 (2) Transfers of appropriations within any fund below the local  
21 government’s legal level of control shall require only the approval of the  
22 budget officer; and

23  
24 (3) The governing authority of a local government may amend the legal  
25 level of control to establish a more detailed level of budgetary control at  
26 any time during the budget period. Said amendment shall be adopted by  
27 ordinance or resolution; and

28  
29 **WHEREAS**, the legal level of control for Fulton County is the departmental level;

30 and

31 **WHEREAS**, on January 29, 2025 via Item 25-0070, the Board of Commissioners  
32 of Fulton County (“BOC”) adopted the 2025 fiscal year budget; and

33 **WHEREAS**, the 2025 fiscal year budget includes a budget of \$10,405,955 for the

1 Department of Community Development; and

2 **WHEREAS**, the 2025 fiscal year budget for the Department of Community  
3 Development does not include the requested \$1,000,000 budget enhancement for the  
4 Veteran's Services Program as identified in the Proposed Budget submitted on  
5 November 15, 2024; and

6 **WHEREAS**, on August 6, 2025, the Finance Department presented the mid-year  
7 budget review via Item 25-0564, which indicated the County is currently projected to  
8 have \$69 million in underruns in the 2025 fiscal year budget due to projected actual  
9 revenue being greater than earlier estimates and projected actual expenses being less  
10 than earlier estimates; and

11 **WHEREAS**, according to the Finance Department's presentation, the excess  
12 underruns will increase the fund balance beyond the amount of 16.66% of budgeted  
13 expenses as required by Fulton County Code Section 102-290; and

14 **WHEREAS**, the BOC finds it to be in the best interests of the County to utilize a  
15 portion of the underruns to increase the departmental budget for the Department of  
16 Community Development to fund the Veteran's Services Program.

17 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of  
18 Fulton County that, pursuant to O.C.G.A. § 36-81-3(d), the current budget is to be  
19 amended by transferring \$1,000,000 from available resources to the Department of  
20 Community Development to fund the Veteran's Services Program.

21 **BE IT FURTHER RESOLVED** that the Finance Department is directed to identify  
22 the appropriate departments and funding lines for effectuating such transfer and place  
23 the resulting budget soundings item on the agenda of the next Board of Commissioners

1 meeting for approval.

2 **BE IT FINALLY RESOLVED THAT** all resolutions or parts thereof in conflict  
3 herewith are hereby repealed.

4 **SO PASSED AND ADOPTED**, this \_\_\_ day of August, 2025.

5  
6 **FULTON COUNTY**  
7 **BOARD OF COMMISSIONERS**

8  
9 **Sponsored by:**

10  
11 \_\_\_\_\_  
12 Moraima Ivory, Commissioner  
13 District 4

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17 **ATTEST:**

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20 \_\_\_\_\_  
21 Tonya Grier  
22 Clerk to the Commission

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26 **APPROVED AS TO FORM:**

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29 \_\_\_\_\_  
30 Y. Soo Jo  
31 County Attorney





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0619

**Meeting Date:** 8/20/2025

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

Request approval of a Resolution to amend Fulton County's current budget to increase the departmental budget for the Department of Arts and Culture based on current underruns in the County's overall 2025 fiscal year budget; and for other purposes. **(Ivory)**

1 **A RESOLUTION TO AMEND FULTON COUNTY’S CURRENT BUDGET TO**  
2 **INCREASE THE DEPARTMENTAL BUDGET FOR THE DEPARTMENT OF ARTS**  
3 **AND CULTURE BASED ON CURRENT UNDERRUNS IN THE COUNTY’S OVERALL**  
4 **2025 FISCAL YEAR BUDGET; AND FOR OTHER PURPOSES.**

5  
6 **WHEREAS**, O.C.G.A. § 36-81-3 provides that counties “shall establish by  
7 ordinance, local law, or appropriate resolution a fiscal year for the operations of the local  
8 government” and that counties “shall adopt and operate under an annual balanced  
9 budget” to be adopted by ordinance or resolution; and

10 **WHEREAS**, O.C.G.A. § 36-81-3 further provides that a county may amend its  
11 budget to adapt to changing governmental needs during the budget period; and

12 **WHEREAS**, O.C.G.A. § 36-81-3(d) provides that amendments shall be made as  
13 follows:

14 (1) Any increase in appropriation at the legal level of control of the local  
15 government, whether accomplished through a change in anticipated  
16 revenues in any fund or through a transfer of appropriations among  
17 departments, shall require the approval of the governing authority. Such  
18 amendment shall be adopted by ordinance or resolution;

19  
20 (2) Transfers of appropriations within any fund below the local  
21 government’s legal level of control shall require only the approval of the  
22 budget officer; and

23  
24 (3) The governing authority of a local government may amend the legal  
25 level of control to establish a more detailed level of budgetary control at  
26 any time during the budget period. Said amendment shall be adopted by  
27 ordinance or resolution; and

28  
29 **WHEREAS**, the legal level of control for Fulton County is the departmental level;

30 and

31 **WHEREAS**, on January 29, 2025 via Item 25-0070, the Board of Commissioners  
32 of Fulton County (“BOC”) adopted the 2025 fiscal year budget; and

33 **WHEREAS**, the 2025 fiscal year budget includes a budget of \$6,090,899 for the

1 Department of Arts and Culture; and

2 **WHEREAS**, the 2025 fiscal year budget for the Department of Arts and Culture  
3 does not include the requested \$1,700,000 budget enhancement for the CFS Program  
4 as identified in the Proposed Budget submitted on November 15, 2024; and

5 **WHEREAS**, on August 6, 2025, the Finance Department presented the mid-year  
6 budget review via Item 25-0564, which indicated the County is currently projected to  
7 have \$69 million in underruns in the 2025 fiscal year budget due to projected actual  
8 revenue being greater than earlier estimates and projected actual expenses being less  
9 than earlier estimates; and

10 **WHEREAS**, according to the Finance Department's presentation, the excess  
11 underruns will increase the fund balance beyond the amount of 16.66% of budgeted  
12 expenses as required by Fulton County Code Section 102-290; and

13 **WHEREAS**, the BOC finds it to be in the best interests of the County to utilize a  
14 portion of the underruns to increase the departmental budget for the Department of Arts  
15 and Culture to fund the CFS Program.

16 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of  
17 Fulton County that, pursuant to O.C.G.A. § 36-81-3(d), the current budget is to be  
18 amended by transferring \$1,700,000 from available resources to the Department of Arts  
19 and Culture to fund the CFS Program.

20 **BE IT FURTHER RESOLVED** that the Finance Department is directed to identify  
21 the appropriate departments and funding lines for effectuating such transfer and place  
22 the resulting budget soundings item on the agenda of the next Board of Commissioners  
23 meeting for approval.

