

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

March 18, 2026

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, Commissioner (District 2)  
Dana Barrett, Commissioner (District 3)  
Vacant (District 4)  
Marvin S. Arrington, Jr., Commissioner (District 5)  
Khadijah Abdur-Rahman, Vice Chair (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**

**26-0131 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.

**26-0132 Board of Commissioners**

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Atlanta Children’s Day Shelter Appreciation Day.”  
**(Ivory)**  
March 4, 2026

Proclamation recognizing “Marius Antwan Moore Remembrance Day.” **(Arrington)**  
March 4, 2026

Proclamation recognizing “Media Girls Network Appreciation Day.” **(Arrington)**  
March 7, 2026

Proclamation recognizing “Reverend Dr. Gregory A. Sutton Appreciation Day.”  
**(Arrington)**  
March 8, 2026

Proclamation recognizing “Women’s Empowerment Day.” **(Arrington)**  
March 15, 2026

Proclamation recognizing “Reverend Dr. Ralph D. Abernathy Remembrance Day.” **(Arrington)**  
March 15, 2026

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**Commissioners' District Board Appointments****26-0133 Board of Commissioners  
FULTON COUNTY ARTS COUNCIL**

The Arts Council shall be composed of fifteen (15) residents of the county. Initially, each member of the Board of Commissioners shall appoint two persons to serve on the council, one person to serve for a one-year term and one person to serve a two-year term. No term of any member shall extend beyond the term of the District Commissioner who appointed the member to serve on the Arts Council Board; thereafter, each year, each member of the Board of Commissioners shall appoint one member for a two-year term. Each member may continue to serve beyond his/her term until replaced. The Chairman of the Arts Council shall be appointed to a two-year term by a majority vote of the Board of Commissioners. The Council shall elect a Vice-Chairman and a secretary from its membership.

Term = 2 years

Term below expired: 12/31/2024

Sandra DeShields-Hightower (**Abdur-Rahman**)

**Vice Chair Abdur-Rahman has nominated Sandra DeShields-Hightower for a District reappointment to a term ending December 31, 2026.**

**26-0134 Board of Commissioners  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATION PROCESS  
CITIZEN REVIEW PANEL**

The CDBG Allocation Process Citizen Review Panel shall consist of fourteen (14) citizens. Each Commissioner shall appoint two (2) members from his/her district for a two (2) year term, subject to ratification by the Board of Commissioners. Such term shall not extend beyond the term set for the Commissioner who made the appointment. Panel members may be reappointed to serve additional terms.

Term = 2 years

Term below expired: 12/31/2025

Josette T. Bailey, PhD (**Abdur-Rahman**)

**Vice Chair Abdur-Rahman has nominated Josette T. Bailey, PhD for a District reappointment to a term ending December 31, 2027.**

**26-0135 Board of Commissioners**  
COMMISSION ON DISABILITY AFFAIRS

The Commission on Disability Affairs shall consist of a total of sixteen (16) members to serve staggered two (2) year terms and appointed as follows:

Each member of the Board of Commissioners shall appoint two (2) members; one of them said appointees shall have an initial term, of one (1) year; No term of any member shall extend beyond the term of the District Commissioner who appointed the member to serve on the Commission for Disability Affairs; The Commission on Disability Affairs shall appoint two (2) members, who receive the consent of the majority of the members of the Commission on Disability Affairs and one (1) of the appointees shall have an initial term of one (1) year.

The Commission on Disability Affairs appointees shall be made for the purpose of maintaining diversity.

Term = Staggered two (2) year terms

Term below expired: 12/31/2025

Vacant (**Barrett**)

**Commissioner Barrett has nominated Michael Hopkins for a District appointment to a term ending December 31, 2027.**

**Open & Responsible Government**

**26-0136 Real Estate and Asset Management**

Request approval of Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement between Fulton County, a political subdivision of the State of Georgia, and Arkan Homes, LLC, for the purpose of granting Fulton County legal access to extend and maintain the sanitary sewer system at 3475-95 Bethany Bend, Milton, Georgia 30004.

**26-0137 Real Estate and Asset Management**

Request approval of Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement between Fulton County, a political subdivision of the State of Georgia, and JBGL Atlanta Development 2014, LLC, for the purpose of granting Fulton County legal access to extend and maintain the sanitary sewer system at 2260 Old Milton Parkway, Alpharetta, Georgia 30009.

**26-0138 Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 6,570 square feet to Fulton County, a political subdivision of the State of Georgia, from Rivertown ONO Investment, LLC, for the purpose of constructing The Brooke at Rivertown Project at Ono Road, South Fulton, Georgia 30268.

**26-0139 Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 17,008 square feet to Fulton County, a political subdivision of the State of Georgia, from Mayfield Development, LLC, for the purpose of constructing the Mayfield Estates Project at 1580 Mayfield Road, Alpharetta, Georgia 30009.

**26-0140 Real Estate and Asset Management**

Request approval of a Water Easement Dedication of 17,496 square feet to Fulton County, a political subdivision of the State of Georgia, from Mayfield Development, LLC, for the purpose of constructing the Mayfield Estates Project at 1580 Mayfield Road, Alpharetta, Georgia 30009.

**26-0141 Real Estate and Asset Management**

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement between Fulton County, a political subdivision of the State of Georgia, and MHR Land, LLC, for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement area at 6000 Jones Road, Union City, Georgia 30213.

**26-0142 Real Estate and Asset Management**

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement between Fulton County, a political subdivision of the State of Georgia, and CHIPT Atlanta Buffington, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 3600 Buffington Center, South Fulton, Georgia 30349.

**26-0143 Real Estate and Asset Management**

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement between Fulton County, a political subdivision of the State of Georgia, and SWVP Alpharetta LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 5555 Windward Parkway, Alpharetta, Georgia 30004.

**26-0144 Real Estate and Asset Management**

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement between Fulton County, a political subdivision of the State of Georgia, and SWVP Alpharetta LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 5555 Windward Parkway, Alpharetta, Georgia 30004.

**26-0145 Human Resources Management**

Request approval of a Resolution reauthorizing the Child Care Expenses Reimbursement Program for eligible Fulton County employees for February 1, 2026 through November 30, 2026, including program funding, reimbursement limits, eligibility criteria, and administrative authority.

- 26-0146** **Finance**  
Ratification of February 2026 Grants Activity Report.

**Justice and Safety**

- 26-0147** **Police**  
Request approval of the 2026 Equitable Sharing Agreement and Certification with the U.S. Department of Justice for the Fulton County Police Department, establishing the requirements for participation in the Federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, or proceeds.
- 26-0148** **Sheriff**  
Request approval of the 2026 Equitable Sharing Agreement and Certification with the U.S. Department of Justice for the Fulton County Sheriff's Office, establishing the requirements for participation in the Federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, or proceeds.
- 26-0149** **Emergency Services**  
Request approval of a Memorandum of Understanding between Fulton County and the Emory Clinic, Inc. (Atlanta, GA) for a Medical Director to provide Administrative and Supervisory Services for the Emergency Medical Dispatch (EMD) Program for the Department of Emergency Services in the amount of \$41,200.00 for fiscal year 2026. The fee shall increase by a factor of three percent (3%) annually for each Renewal Term. Effective upon BOC approval through December 31, 2026 with three (3) renewal options.
- 26-0150** **Emergency Services**  
Request approval of an Intergovernmental Agreement (IGA) between Fulton County and the City of Union City for the provision of 9-1-1 Emergency Communications Services. Effective upon BOC approval through December 31, 2026, with three (3) automatic renewals commencing on January 1 of each successive year.

**SECOND REGULAR MEETING AGENDA**

- 26-0151** **Board of Commissioners**  
Adoption of the Second Regular Meeting Agenda.

- 26-0152** **Clerk to the Commission**  
Ratification of Minutes.

Second Regular Meeting Minutes, February 18, 2026  
First Regular Meeting Post Agenda Minutes, March 4, 2026

**26-0153 Board of Commissioners**

Presentation of Proclamations and Certificates.

Proclamation recognizing “Vietnam War Veterans Appreciation Day.” **(Ellis/BOC)**

Proclamation recognizing “Public Works Appreciation Day.” **(Ellis/BOC)**

Proclamation recognizing “National Council of Negro Women Appreciation Day.” **(Arrington/Abdur-Rahman)**

**PUBLIC HEARINGS**

**26-0154 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**

**Metropolitan Rapid Transit Authority (MARTA)**

**26-0155 Board of Commissioners**

MARTA Quarterly Briefing

**COUNTY MANAGER'S ITEMS****Open & Responsible Government****26-0156 Finance**

Request approval of a Resolution of the Board of Commissioners of Fulton County expressing its intention to advance Phase Three of the Project Care Initiative and pursue the acquisition, construction, equipping, financing and completion of a new hospital facility in South Fulton County pursuant to the arrangements with the Grady Health System and the Fulton-DeKalb Hospital Authority for the purpose of providing medical services and indigent care in Fulton County (The "New South Fulton Hospital Project"; authorizing the proper officers of Fulton County, Georgia to commence negotiations and take such other actions as may be necessary or appropriate to advance the New South Fulton Hospital Project; and for other purposes.

**26-0157 County Manager**

Presentation of the Fulton County Operational Report.

**26-0158 Finance**

Request approval of a Resolution of the Board of Commissioners of Fulton County, Georgia Authorizing the Issuance and Sale of Fulton County, Georgia General Fund Tax Anticipation Notes; Authorizing the Distribution and Use of a (a) Request for Bids and/or (b) Preliminary Official Statement and Notice of Sale, in each case relating to such Tax Anticipation Notes and the Solicitation of Offers for the purchase of the Notes and related matters.

**26-0159 Finance**

Request approval of a Resolution to Equalize the 2026 Cost-of-Living Adjustments (COLAs) among all pensioners by providing those retirees who participated in pension plans without automatic adjustments with the same three percent (3%) COLA that is mandated by the formula provided in the 1982 and 1991 DB Plans and their amendments, effective April 1, 2026.

**26-0160 Information Technology**

Request approval to extend an existing contract - Department of Information Technology, State of North Dakota #146 Strategic Assessments, Upgrade of the County's Enterprise Resource Planning Software (ERP) application with International Consulting Acquisition Corp. dba ISG Public Sector (Stamford, CT) in an amount not to exceed \$360,000.00 to provide independent verification and validation services during the upgrade. Effective dates: April 1, 2026 through March 31, 2027.

**26-0161 Information Technology**

Request approval to extend an existing contract - Information Technology, 22ITBC1006B-PS, Fulton PC Refresh, in an amount not to exceed \$2,368,000.00 with CDW Government LLC (Vernon Hills, IL) to provide enterprise business class desktop personal computers (PCs), laptops, monitors and docking stations, specialty computing devices to include iPads, iMacs, MS Surface Pros and supporting peripherals for an additional 9 month period in order to provide additional time to create a new solicitation. Effective Dates: April 1, 2026 through December 31, 2026.

**Arts and Libraries****26-0162 Arts and Culture**

Request approval of a contract between Fulton County and the Bear Creek Nature Center, Inc. for the purpose of providing recurring funding in the total amount of \$200,000.00 for environmental education programming. The term of the contract is effective upon execution through December 31, 2026.

**26-0163 Arts and Culture**

Request approval of a contract between Fulton County and the Chattahoochee Nature Center, Inc., a Georgia non-profit corporation, for the purpose of providing recurring funding in the total recurring amount of \$200,000.00 for the operation management of the current environmental education programming based at 9135 Willeo Rd, Roswell, GA 30075, and to provide expanded operational programming. The term of the contract is effective upon execution through December 31, 2026.

**26-0164 Arts and Culture**

Request approval of a contract between Fulton County, Georgia and Hammonds House, Inc., a Georgia non-profit corporation for the purpose of providing recurring funding in the amount of \$200,000.00 for the operation and management of the current arts and culture programs based at 503 Peoples St. SW, Atlanta GA 30310, and expanded operational programming. The term of this contract is effective upon execution through December 31, 2026.

**26-0165 Arts and Culture**

Request approval of a contract between Fulton County, Georgia and The National Black Arts Festival, Inc., a Georgia non-profit corporation, for the purpose of providing funding in the amount of \$200,000.00 to provide expanded operational resources as well as educational and arts-related services to the citizens of Fulton County. The term of the contract is effective upon execution through December 31, 2026.

**26-0166 Arts and Culture**

Request approval of a contract between Fulton County, Georgia and The Art Center, Inc., a Georgia non-profit corporation, for the purpose of providing funding in the amount of \$200,000.00 for the operation and management of the current arts and culture programs based at 6290 Abbotts Bridge Road, Johns Creek, Georgia 30097 as well as to provide a Multicultural Performing Arts Center feasibility study and expanded operational programming. The term of the contract is effective upon execution through December 31, 2026.

**Health and Human Services****26-0167 Public Works**

Request approval of lowest responsible bidders - Public Works Department, 25ITB0911K-NJH Standby Miscellaneous Construction, Water System Services in an amount not to exceed \$3,000,000.00 with (A) Site Engineering, Inc. (Atlanta, Ga) in an amount not to exceed \$1,500,000.00 and (B) Wade Coats Company, Inc. (Austell, Ga) in an amount not to exceed \$1,500,000.00 to provide standby miscellaneous construction services for the Fulton County water distribution system. Effective April 1, 2026 through December 31, 2026 with two renewal options.

**26-0168 Public Works**

Request approval to extend an existing contract - Department of Public Works, 19RFP090419K-DB, Operation & Maintenance Service for Wastewater Facilities & Pump Stations in the North Fulton Service Area, in an amount not to exceed \$12,470,486.61 with Veolia Water North America-South, LLC (Atlanta, GA) to provide reliable, uninterrupted operation of the water and wastewater system operations and maintenance management systems in the North Fulton service area for an additional maximum 183-day period effective April 1, 2026 through September 30, 2026.

**Justice and Safety****26-0169 Medical Examiner**

Request approval of a recommended proposal - Medical Examiner's Office, 25RFP1552437C-JH, Pickup and Removal of Deceased Remains in an amount not to exceed \$350,000.00 with First Call Removal Services LLC. (Mableton, GA) to provide pickup and removal of deceased remains. Effective dates: April 1, 2026, through December 31, 2026 with two renewal options.

**COMMISSIONERS' ACTION ITEMS****26-0120 Board of Commissioners**

Request approval of a Resolution to promote Public Education regarding how to obtain voter identification; and for other purposes. **(Thorne) (HELD ON 3/4/26)**

**26-0122 Board of Commissioners**

Request approval of a Resolution of the Fulton County Board of Commissioners directing the County Manager to procure a third-party independent contractor to complete a comprehensive audit of the Fulton County budget for 2026; and for other purposes. **(Ivory) (MOTION TO APPROVE FAILED ON 3/4/26)**

**26-0124 Board of Commissioners**

Request approval of an urging Resolution urging the Georgia General Assembly not to enact legislation eliminating property taxes as a source of local government revenue; and for other purposes. **(Ivory) (MOTION TO APPROVE FAILED ON 3/4/26)**

**26-0170 Board of Commissioners**

Request approval of a Resolution to support the growth and long-term sustainability of local, independent small businesses as they expand and create jobs in south downtown, to ensure that local small businesses are included in the economic opportunities provided by the 2026 World Cup, and for other purposes. **(Barrett)**

**26-0171 Board of Commissioners**

Request approval of a Resolution to appropriate nine hundred seventy-five thousand dollars and zero cents (\$975,000.00) to the Atlanta Volunteer Lawyers Foundation to support services provided to survivors of intimate partner abuse and their families; and for other purposes. **(Abdur-Rahman)**

**COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS****Open & Responsible Government****26-0172 External Affairs**

Presentation: 2026 Legislative Session Update.

**COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS****26-0173 Board of Commissioners**

Discussion: District 4 Vacancy **(Arrington)**

**EXECUTIVE SESSION****26-0174 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.:** 26-0132

**Meeting Date:** 3/18/2026

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Atlanta Children’s Day Shelter Appreciation Day.” **(Ivory)**  
March 4, 2026

Proclamation recognizing “Marius Antwan Moore Remembrance Day.” **(Arrington)**  
March 4, 2026

Proclamation recognizing “Medu Bookstore Appreciation Day.” **(Ivory)**  
March 7, 2026

Proclamation recognizing “Media Girls Network Appreciation Day.” **(Arrington)**  
March 7, 2026

Proclamation recognizing “Reverend Dr. Gregory A. Sutton Appreciation Day.” **(Arrington)**  
March 8, 2026

Proclamation recognizing “Women’s Empowerment Day.” **(Arrington)**  
March 15, 2026

Proclamation recognizing “Reverend Dr. Ralph D. Abernathy Remembrance Day.” **(Arrington)**  
March 15, 2026





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 26-0136

**Meeting Date:** 3/18/2026

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### Department

Real Estate and Asset Management

### Requested Action

Request approval of Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement between Fulton County, a political subdivision of the State of Georgia, and Arkan Homes, LLC, for the purpose of granting Fulton County legal access to extend and maintain the sanitary sewer system at 3475-95 Bethany Bend, Milton, Georgia 30004.

### Requirement for Board Action

Requirement for Board Action Pursuant to the Rules of the Georgia Department of Public Health for On-Site Sewage Management Systems, § 511-3-1-.03(1)(a), any building, residence, or other facility designed or used for human occupancy or congregation must provide a sewerage system within the building and that system must be connected to the public system in most situations, including the current development. In addition, pursuant to FCC § 1-117, the Board of Commissioners are vested with exclusive jurisdiction to direct and control all the property in the County, according to law. Finally, O.C.G.A. § 36-10-1 requires that all contracts entered into by a county governing authority on behalf of a county be in writing and entered on the governing authority's minutes.

### 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 Department of Real Estate and Asset Management, DREAM, and the

Department of Public Works, in accordance with County Policy and the Statute of Frauds, request the approval of the Fulton Board of Commissioners to execute a Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement with Arkan Homes, LLC.

Georgia Department of Public Health regulations require that where a permitted public sanitary sewer system is available, developments and a property requiring sanitary sewer services shall obtain sanitary sewer service through an extension of the public sewer system.

Arkan Homes, LLC, the Owner of the real property located at 3475-95 Bethany Bend, Milton, Georgia 30004, has agreed to provide Fulton County easement access for the purpose of maintaining and expanding the county's sewer system within their Development.

The purpose of the Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement is to formalize maintenance responsibilities and conditions for legal access for Fulton County, Arkan Homes, LLC, and future owners that may acquire the Development at 3475-95 Bethany Bend, Milton, Georgia 30004.

**Community Impact:** The Department of Public Works has confirmed that if this Agreement is approved, the County's sewer system will not be adversely impacted and can continue to be properly maintained.

**Department Recommendation:** The Department of Real Estate and Asset Management accepts the Department of Public Works' conclusion to accept the Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement and recommends its approval.

**Project Implications:** Approval of this Agreement will not restrict sewer services or access to the sewer line for necessary maintenance.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

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

Approval of the Agenda Item does not involve receipt or payment of funding.

After recording, please return to:  
Fulton County  
c/o Department of Real Estate and Asset Management  
Land Division  
141 Pryor Street, SW, Suite 8021  
Atlanta, Georgia 30303

DB: 67839 PG: 112  
DB: 67839 PG: 116  
DB: 67839 PG: 120

Cross Reference:  
Book \_\_\_\_\_, Page \_\_\_\_\_  
Book 69819, Page 95

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE  
AND REPAIR AGREEMENT**

This SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT ("Agreement") is made and entered into this 18th day of February, 2026, by and between Arkan Bethany, LLC ("Owner") and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("County") (the words "Owner" and "County" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH:**

**WHEREAS**, Owner is the owner of certain real property located on Land Lot 972, of the 2nd District of Fulton County, Georgia being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Development"); and

**WHEREAS**, Owner wishes to make improvements to the Development so as to provide for public and private use of the Development; and

**WHEREAS**, a portion of said improvements includes the installation of a sanitary sewer system to provide potable sanitary sewer to serve the users of and visitors to the Development; and

**WHEREAS**, County is the owner and operator of the Fulton County Sanitary Sewer System (the "System") which is permitted by the Georgia Environmental Protection Division ("EPD") as a Public Sanitary Sewer System allowed to provide sanitary sewer service to the public through a distribution system of sanitary sewer pipe lines and appurtenances; and

**WHEREAS**, EPD regulations require that where a permitted public sanitary sewer system is available, development and property requiring a sanitary sewer shall receive sanitary sewer service through an extension of the public service system; and

**WHEREAS**, Owner, for its own convenience and interests, intends to install, or has installed, a sanitary sewer system that does not conform to County standards with respect to accessibility for maintenance and repair and/or other standards not believed to affect the quality of the sewer system; and

**WHEREAS**, Owner intends to install, or has installed, a sanitary sewer system primarily on private property as opposed to within the public right-of-way where public sanitary sewer systems are more commonly installed with adequate access for operation, maintenance and repair; and

**WHEREAS**, the foregoing conditions require more explicit definitions of the responsibilities of both County and Owner, as well as future property owners within the Development that will be served by the Sanitary Sewer System.

**NOW, THEREFORE**, for and in consideration of the benefits to the Development and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and County do hereby agree, covenant and declare the following terms and conditions to apply to the Development. These terms and conditions shall be binding on all persons claiming under and through Owner.

1. Grant of System Ownership: Owner does hereby grant, bargain, convey, sell, assign and transfer, free and clear of all claims and encumbrances, representation or recourse, to the County all of Owner's right, title and interest in and to the sanitary sewer system as an extension of County's sanitary sewer system, including without limitation all mains, taps and connections, and related appurtenances. The foregoing transfer also includes all of Owner's right, title and interest in and to all manufacturers' warranties express or implied for the sanitary sewer system.
2. Extent of System: Owner agrees that for purposes of this Agreement, the sanitary sewer system begins at the publicly owned road right-of-way on which the Development fronts and is in existence prior to initiation of the Development, or at the County installed sanitary sewer outfall servicing the Development. The system extends along and to, but not beyond, the end of each sanitary sewer main (normally 8 inches or larger), to each and to any County furnished sanitary sewer service. Where service laterals are furnished by the Owner, the system shall end at the system connection to the residential cleanout.
3. Warranty: Owner agrees that they or their contractor(s) shall maintain the installed sanitary sewer mains and appurtenances for a period of fifteen (15) months from the date of FINAL approval or until the END OF MAINTENANCE INSPECTION shows no defects or deficiencies in the system by correcting all defects or deficiencies in materials and workmanship. Owner assumes all liability associated with any defects in either construction practices or materials used during the warranty period, including cost-recovery for any repairs facilitated by Fulton County made necessary by defects that resulted in loss of customer

service. Owner further agrees that the warranty period shall be extended an additional four (4) years when the defects are a direct result of the installation of non-conforming materials or the application of non-specified construction practices or methods. Owner shall release, indemnify, defend and hold harmless Fulton County, its officers, employees, assigns and agents, from and against any losses, claims, damages, liabilities, costs and expenses arising from said installation due to the negligence of Owner, its contractor(s), their agents, or employees.

4. Access: Owner agrees to provide the County with unrestricted access to the sanitary sewer system for any purpose related to the operation and/or maintenance of the system. Owner does hereby grant, bargain, sell, and convey to County and to County's successors and assigns a perpetual non-exclusive easement to access, use, maintain, repair, upgrade, replace, relocate and remove underground sanitary sewer lines and associated facilities in the private roads located on any recorded plat(s) (hereinafter the "Plats") of said Development as described on **Exhibit "A"**. County's right to access the Easement shall include methods for gaining entry through any locked gates or fencing for the purpose of handling emergency repairs 24 hours a day, 7 days a week as well as for any other action related to the Sanitary Sewer System. The County's access rights shall be formalized in a permanent easement agreement that is recorded and dedicated to Fulton County in **Deed Book 69819 , Page(s) 95** , Fulton County, Georgia Real Estate Records. If applicable, sanitary sewer system easements shall be depicted on the final plat.
5. Sanitary Sewer Quality, Monitoring, and Reports: The County shall provide and maintain sanitary sewer service of a quality that, at a minimum, meets State and Federal regulations and shall monitor and report the quality of the sanitary sewer system as required by such regulations. With respect to commercial and/or mixed-use developments, the County reserves the right to take samples internal to the system and require improvements including, but not limited to, sampling stations and flushing units as needed to maintain sanitary sewer quality.
6. Reservation of Rights: Owner reserves the right to use the Easement as described in **Deed Book 69819 Page 95** for any and all lawful purposes, except that such use may not unreasonably interfere with the exercise by County of its rights in the Easement granted thereby. Without limiting the generality of the foregoing: (i) Owner may grant and establish other easements in all or any part of the Easement, so long as the grant is lawful and does not materially interfere with the rights hereby granted to County, and (ii) Owner may construct within the Easement, streets, roads, parking lots, sidewalks, fences, landscaping, signage, lighting and other architectural or entry features that may be used in conjunction with the Development of which the Easement forms a part, however, such improvements may not cause damage to the sanitary sewer lines and associated facilities within the Easement. County shall use its best efforts not to interfere with or negatively impact the quiet enjoyment of Owner in the exercise by County of its rights pursuant to this Agreement. During periods of maintenance and repair, County shall endeavor to provide reasonable access for Owner and Owner's members and invitees across the Easement.

7. Responsibility for Maintenance and Repair:

(a) Residential-only Developments:

(i) Multi-family: Owners of multi-family residential developments shall promptly notify County of any identified system failures or needed maintenance or repairs. The County shall perform or cause to be performed through a contractor, maintenance, repairs and improvements to the sanitary sewer system as needed or as may be required to meet the requirements of State and Federal regulations. Owner shall bear sole responsibility for the cost of all such maintenance, repairs and improvements. The cost shall be added to the fee for providing sanitary sewer service and billed to the account(s) servicing the Development; singularly for any single account serving the development or divided equally among all active accounts should a singular account not exist. Costs shall be established as accrued in the County's work order system for County performed work or as charged by a contractor using fees established through the County's procurement system. Such costs shall include the cost to restore the Easement to as near to its original condition as is feasible, in accordance with Fulton County Standard details. Notwithstanding any other remedies available to the County pursuant to applicable state and/or local law, Owner's failure to pay the cost of such maintenance or repair may result in the interruption of sanitary sewer service. Notwithstanding the foregoing, sanitary sewer meters installed by the County shall be the County's responsibility to maintain and repair. Any work performed by County pursuant to this Agreement shall be done in a good workmanlike manner.

(ii) Single-family: Owners of single-family residential developments shall promptly notify County of any identified system failures or needed maintenance or repairs. The County, at County's cost and expense, shall perform or cause to be performed through a Contractor; maintenance, repairs and improvements to the sanitary sewer system as needed or as may be required to meet the requirements of State and Federal regulations. County hereby covenants and agrees that it shall be responsible for and carry out any and all maintenance or repair to the Easement necessitated or caused by the use of the Easement by County, its agents, contractors and employees for the specific purpose defined in this Agreement. After any exercise of County's rights under this Agreement, County shall, at its expense, promptly restore the Easement to as near to its original condition as is feasible, in accordance with Fulton County standard details. Maintenance responsibly by County for individual sanitary sewer service lines shall extend only to the end of the sanitary sewer mains (normally 8-inches or larger). Responsibility for any maintenance beyond the clean-out will be borne by the individuals being served. Any work performed by County pursuant to this Agreement shall be done in a good workmanlike manner.

(b) Commercial/Mixed-Use Developments: Commercial/Mixed-Use developments are those developments which are not solely residential in nature. Owner shall

promptly notify County of any identified system failures or needed maintenance or repairs. Owner shall be responsible for the performance and cost of all maintenance, repairs and improvements to the sanitary sewer system, including emergency repairs, as directed by the County or as may be required to meet the requirements of State and Federal regulations. All such effort shall be performed in compliance with applicable Fulton County and city standards and building codes with respect to materials and methods and be performed by a licensed utility contractor or plumber where applicable. Owner shall provide timely notice to County and provide opportunity for County to observe and inspect Owner provided maintenance, repairs or improvements so County may determine that such maintenance, repairs or improvements to the system are in compliance with County standards and applicable codes or regulations. Owner shall provide a report to County of all maintenance, repairs, or modifications to the system, to include materials and methods of construction and description of the work performed within 72 hours of performance. Notwithstanding the foregoing, the sanitary sewer system facilities installed by the County shall be the County's responsibility to maintain and repair.

- (c) Street Maintenance. The Owner shall be responsible for the adjustment to all sanitary sewer and sewer appurtenances (manhole covers, etc.) affected by street maintenance including repaving, seal coating, patching, crack sealing, topping, etc. The Owner shall adjust sanitary sewer and sewer appurtenances to fit flush with the street surface. All sewer appurtenances shall be cleaned of asphalt at the time of paving. Adjustments to take place a minimum of 24-hours to a maximum of 120-hours after maintenance. Any curbing that is replaced shall be remarked with the appropriate symbol showing the location of sewer laterals (S) in the shoulder or pavement of the road. Sewer symbols shall be painted orange. Any adjustment to the shoulder grade will also require adjustments of all sewer appurtenances affected by the adjustment to the shoulder grade. The Owner will be responsible for the adjustment of the appurtenances to the new grade.

The Owner shall be responsible to promptly notify Fulton County Department of Public Works, Sanitary Sewer Resources Unit of any proposed maintenance at 404-612-3061 in North Fulton and 404-612-3163 in South Fulton. Fulton County personnel shall inspect and approve all work performed by the Owner that affects sanitary sewer and sewer appurtenances. All work shall be done in accordance with Fulton County Standards and Specifications to the satisfaction of Fulton County personnel.

8. Notification to Future Owners: Owner shall make known to future owners of Development or any portions thereof of the requirements of this Agreement. Owner shall cause the following language to be included in all sales contracts for first owner occupants of developed property and on all plats and deeds associated with Development or subdivided parcels: "The owner and developer of this property has entered into a SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT with Fulton County which describes certain obligations associated with the

sanitary sewer system that are responsibilities of property owners within this development. The sanitary sewer system servicing this property and any subdivided parcels shall be owned by Fulton County for the purposes of providing sanitary sewer service of a quality meeting State and Federal Regulations. The owners of property served by the sanitary sewer system may be responsible for the cost of any and all maintenance and/or repair of the sanitary sewer system. The provision of an easement allowing Fulton County access to the sanitary sewer system for any reason shall not relieve property owners of their possible responsibility for the cost of maintenance and/or repair of the sanitary sewer system.”

9. Billing: Where a master meter is provided by County, Owner shall meter individual services on the sanitary sewer system using County standard meters and shall bill and collect fees for sanitary sewer usage by individual services. Individual services shall be billed based on County standard sanitary sewer service rates. Owner may incorporate a reasonable administrative fee for reading meters, calculating and transmitting bills, and collecting the fees for usage. Owner shall be responsible for any differential between master meter registered sanitary sewer usage and the sum of individual service sanitary sewer usage. Such usage shall be reconciled and billed on an annual basis or as otherwise deemed appropriate by County.
  
10. Indemnification: Owner, its successors and assigns, hereby agree to release, indemnify, defend and hold harmless the County, its Commissioners, officers, agents, employees, successors, assigns, elected officials, and any other person acting on its behalf, from and against any and all losses (including death), claims, demands, debts, damages, accounts, settlements, obligations, liabilities, costs, judgments and claims for attorney’s fees and/or expenses of litigation, and causes of action of any kind or nature, at law or in equity, arising out of the existence, installation, maintenance, repair, alteration, modification, deterioration or failure of any sanitary sewer systems or pipes located within Development. Said Owner hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sanitary sewer line for the use of the property as herein agreed.
  
11. Notices. All notices and communications required or permitted hereunder shall be in writing. Any notices or demands shall be deemed to have been duly and sufficiently given if a copy thereof has been personally served, forwarded by expedited messenger or recognized overnight courier service with evidence of delivery or mailed by United States registered or certified mail in an envelope properly stamped and addressed to the applicable party at the addresses identified below or at such other address as such party may theretofore have furnished to the other party by written notice. The effective date of such notice shall be the date of actual delivery, except that if delivery is refused, the effective date of notice shall be the date delivery is refused. Notices shall be addressed as follows:

Owner:

Arkan Bethany, LLC  
3275 North Point Parkway, STE201  
Alpharetta, GA 30005

County:

David Clark, P.E.  
Director, Department of Public Works  
141 Pryor Street, S.W.  
Suite 6001  
Atlanta, GA 30303

12. Covenants Running with the Land: The provisions of this Agreement shall be deemed covenants running with the land for the benefit of the County and its assigns and shall pass to and be binding on Owner's heirs, assigns and successors in title to the Development or any subdivided portion thereof. Owner shall further include the provisions of this Agreement in the establishment of any other entity which may obtain ownership rights to any portion of the Development or the land thereof such as a Homeowners Association which shall own common area, or purchaser of any individual residential lot, or any tract of land for any purpose.
13. Joint and Several Liability: Owner and its successors and assigns, hereby agree that to the extent permitted by law, they shall be jointly and severally liable for all obligations defined in this Agreement, and the taking of any actions required under this Agreement.
14. Modification: This Agreement may not be modified except by written agreement between the County and all parties subject to this agreement or an entity such as a Homeowners Association representing all affected parties.
15. Governing Law: This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed and interpreted in accordance with the laws of the State of Georgia.
16. Severability: If any provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
17. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived, discharged, modified or terminated orally, except by a written instrument signed by the party against whom enforcement is sought.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.
19. Interpretation: No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision. For all purposes of interpretation or construction of this Agreement, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.
20. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.
21. Waiver. Nothing in this Agreement shall be construed as a waiver of sovereign immunity.
22. Miscellaneous. This Agreement may not be modified orally or in any manner other than by a written agreement signed by the parties hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. Time is of the essence in this Agreement. This Agreement shall be governed by the laws of the State of Georgia without regard to the conflict of law's provisions thereof.
23. Effective Date. This Agreement will become effective upon approval by the Fulton County Board of Commissioners of their interest in the Easement and will be recorded by County as soon as practicable after such approval and execution by County.
24. Recitals: All recitals contained herein are hereby incorporated by reference into this Agreement and made a part hereof
25. Recording: County shall record this document with the Clerk of the Fulton County Superior Court in the Land Records with a copy of the recorded documents provided to the Department of Public Works, Water Resources Division, and Owner.

IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

**OWNER**

Arkan Bethany, LLC

Signed sealed and delivered in the presence of

*[Handwritten signature]*

Signature (Authorized Party to Bind Owner Entity)

Unofficial Witness

Ihssan Hashem, CEO

Signatory's Name and Title (printed)

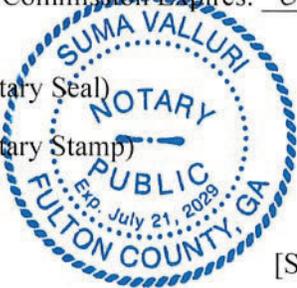
*[Handwritten signature]*  
Notary Public

Owner's Address:  
3275 North Point Parkway, STE201  
Alpharetta, GA 30005

My Commission Expires: 07/21/2029

(Notary Seal)

(Notary Stamp)



[Signatures continued on next page.]

Signed, sealed and delivered this \_\_\_\_ day of \_\_\_\_\_, 2024 in the presence of:

FULTON COUNTY, GEORGIA a political subdivision of the State of Georgia

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
[Notarial Seal]

APPROVED AS TO FORM

ATTEST:

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

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

APPROVED AS TO CONTENT:

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

EXHIBIT "A"

(attach legal description and/or plat of the easement area)

### **Elara At Bethany, Sanitary Sewer Easement**

All that tract or parcel of land lying and being in the City of Milton in Land Lot 972 of the 2<sup>nd</sup> District, 1<sup>st</sup> Section of Fulton County, Georgia and more particularly described as follows.

Beginning 915.3 feet east of the intersection of the southern right of way line with the west side of Land Lot 952 and thence continue along said right of way along a curve to the right, said curve having an arc length of 121.49 feet with a radius of 780.68 feet, being subtended by a chord bearing of South 55 degrees 36 minutes 17 seconds East, a distance of 121.37 feet to a point; thence South 10 degrees 06 minutes 28 seconds West, a distance of 10.94 feet to a point; thence along a curve to the right, said curve having an arc length of 74.57 feet with a radius of 993.91 feet, being subtended by a chord bearing of South 49 degrees 29 minutes 18 seconds East, a distance of 74.55 feet to a point and the Point of Beginning, Thence from said Point of Beginning and continue along a curve to the right, said curve having an arc length of 20.00 feet with a radius of 993.91 feet, being subtended by a chord bearing of South 46 degrees 45 minutes 46 seconds East, a distance of 20.00 feet to a point; thence Leaving said right of way and run South 42 degrees 39 minutes 39 seconds West, a distance of 18.40 feet to a point; thence South 14 degrees 54 minutes 19 seconds West, a distance of 51.33 feet to a point; thence South 00 degrees 53 minutes 45 seconds West, a distance of 76.41 feet to a point; thence South 09 degrees 10 minutes 41 seconds West, a distance of 62.23 feet to a point; thence South 25 degrees 04 minutes 52 seconds West, a distance of 64.50 feet to a point; thence South 43 degrees 04 minutes 31 seconds West, a distance of 200.41 feet to a point; thence South 74 degrees 19 minutes 55 seconds West, a distance of 19.20 feet to a point; thence North 40 degrees 21 minutes 52 seconds West, a distance of 22.57 feet to a point; thence North 71 degrees 28 minutes 59 seconds East, a distance of 26.04 feet to a point; thence North 43 degrees 04 minutes 31 seconds East, a distance of 188.17 feet to a point; thence North 25 degrees 04 minutes 52 seconds East, a distance of 58.53 feet to a point; thence North 09 degrees 10 minutes 41 seconds East, a distance of 57.99 feet to a point; thence North 00 degrees 53 minutes 45 seconds East, a distance of 77.42 feet to a point; thence North 14 degrees 54 minutes 19 seconds East, a distance of 58.73 feet to a point; thence North 42 degrees 39 minutes 39 seconds East, a distance of 23.54 feet to a point; and the Point of Beginning.

Said tract or parcel contains 0.322 Acres.







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 26-0137

**Meeting Date:** 3/18/2026

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### Department

Real Estate and Asset Management

### Requested Action

Request approval of Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement between Fulton County, a political subdivision of the State of Georgia, and JBGL Atlanta Development 2014, LLC, for the purpose of granting Fulton County legal access to extend and maintain the sanitary sewer system at 2260 Old Milton Parkway, Alpharetta, Georgia 30009.

### Requirement for Board Action)

Pursuant to the Rules of the Georgia Department of Public Health for On-Site Sewage Management Systems, § 511-3-1-.03(1)(a), any building, residence, or other facility designed or used for human occupancy or congregation must provide a sewerage system within the building and that system must be connected to the public system in most situations, including the current development. In addition, pursuant to FCC § 1-117, the Board of Commissioners are vested with exclusive jurisdiction to direct and control all the property in the County, according to law. Finally, O.C.G.A. § 36-10-1 requires that all contracts entered into by a county governing authority on behalf of a county be in writing and entered on the governing authority's minutes.

### 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 Department of Real Estate and Asset Management, DREAM, and the Department of Public Works, in accordance with County Policy and the Statute of Frauds, request the approval of the Fulton Board of Commissioners to execute a Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement with JBGL Atlanta Development 2014, LLC.

Georgia Department of Public Health regulations require that where a permitted public sanitary sewer system is available, developments and a property requiring sanitary sewer services shall obtain sanitary sewer service through an extension of the public sewer system.

JBGL Atlanta Development 2014, LLC, the Owner of the real property located at 2260 Old Milton Parkway, Alpharetta, Georgia 30009, has agreed to provide Fulton County easement access for the purpose of maintaining and expanding the county's sewer system within its Development.

The purpose of the Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement is to formalize maintenance responsibilities and conditions for legal access for Fulton County, JBGL Atlanta Development 2014, LLC, and future owners that may acquire the Development at 2260 Old Milton Parkway, Alpharetta, GA 30009.

**Community Impact:** The Department of Public Works has confirmed that if this Agreement is approved, the County's sewer system will not be adversely impacted and can continue to be properly maintained.

**Department Recommendation:** The Department of Real Estate and Asset Management concurs with the Department of Public Works' conclusion to accept the Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement and recommends its approval.

**Project Implications:** Approval of this Agreement will not restrict sewer services or access to the sewer line for necessary maintenance.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

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

Approval of the Agenda Item does not involve the receipt or payment of funding.

After recording, please return to:

Fulton County  
c/o Department of Real Estate and Asset Management  
Land Division  
141 Pryor Street, SW, Suite 8021  
Atlanta, Georgia 30303

Cross Reference:  
Book 68424, Page 272  
Book 69643, Page 28

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE  
AND REPAIR AGREEMENT**

This SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between JBGL Atlanta Development 2014, LLC ("Owner") and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("County") (the words "Owner" and "County" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH:**

**WHEREAS**, Owner is the owner of certain real property located on Land Lot 748, of the 1st District of Fulton County, Georgia being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Development"); and

**WHEREAS**, Owner wishes to make improvements to the Development so as to provide for public and private use of the Development; and

**WHEREAS**, a portion of said improvements includes the installation of a sanitary sewer system to provide potable sanitary sewer to serve the users of and visitors to the Development; and

**WHEREAS**, County is the owner and operator of the Fulton County Sanitary Sewer System (the "System") which is permitted by the Georgia Environmental Protection Division ("EPD") as a Public Sanitary Sewer System allowed to provide sanitary sewer service to the public through a distribution system of sanitary sewer pipe lines and appurtenances; and

**WHEREAS**, EPD regulations require that where a permitted public sanitary sewer system is available, development and property requiring a sanitary sewer shall receive sanitary sewer service through an extension of the public service system; and

**WHEREAS**, Owner, for its own convenience and interests, intends to install, or has installed, a sanitary sewer system that does not conform to County standards with respect to accessibility for maintenance and repair and/or other standards not believed to affect the quality of the sewer system; and

**WHEREAS**, Owner intends to install, or has installed, a sanitary sewer system primarily on private property as opposed to within the public right-of-way where public sanitary sewer systems are more commonly installed with adequate access for operation, maintenance and repair; and

**WHEREAS**, the foregoing conditions require more explicit definitions of the responsibilities of both County and Owner, as well as future property owners within the Development that will be served by the Sanitary Sewer System.

**NOW, THEREFORE**, for and in consideration of the benefits to the Development and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and County do hereby agree, covenant and declare the following terms and conditions to apply to the Development. These terms and conditions shall be binding on all persons claiming under and through Owner.

1. Grant of System Ownership: Owner does hereby grant, bargain, convey, sell, assign and transfer, free and clear of all claims and encumbrances, representation or recourse, to the County all of Owner's right, title and interest in and to the sanitary sewer system as an extension of County's sanitary sewer system, including without limitation all mains, taps and connections, and related appurtenances. The foregoing transfer also includes all of Owner's right, title and interest in and to all manufacturers' warranties express or implied for the sanitary sewer system.
2. Extent of System: Owner agrees that for purposes of this Agreement, the sanitary sewer system begins at the publicly owned road right-of-way on which the Development fronts and is in existence prior to initiation of the Development, or at the County installed sanitary sewer outfall servicing the Development. The system extends along and to, but not beyond, the end of each sanitary sewer main (normally 8 inches or larger), to each and to any County furnished sanitary sewer service. Where service laterals are furnished by the Owner, the system shall end at the system connection to the residential cleanout.
3. Warranty: Owner agrees that they or their contractor(s) shall maintain the installed sanitary sewer mains and appurtenances for a period of fifteen (15) months from the date of FINAL approval or until the END OF MAINTENANCE INSPECTION shows no defects or deficiencies in the system by correcting all defects or deficiencies in materials and workmanship. Owner assumes all liability associated with any defects in either construction practices or materials used during the warranty period, including cost-recovery for any repairs facilitated by Fulton County made necessary by defects that resulted in loss of customer

service. Owner further agrees that the warranty period shall be extended an additional four (4) years when the defects are a direct result of the installation of non-conforming materials or the application of non-specified construction practices or methods. Owner shall release, indemnify, defend and hold harmless Fulton County, its officers, employees, assigns and agents, from and against any losses, claims, damages, liabilities, costs and expenses arising from said installation due to the negligence of Owner, its contractor(s), their agents, or employees.

4. Access: Owner agrees to provide the County with unrestricted access to the sanitary sewer system for any purpose related to the operation and/or maintenance of the system. Owner does hereby grant, bargain, sell, and convey to County and to County's successors and assigns a perpetual non-exclusive easement to access, use, maintain, repair, upgrade, replace, relocate and remove underground sanitary sewer lines and associated facilities in the private roads located on any recorded plat(s) (hereinafter the "Plats") of said Development as described on **Exhibit "A"**. County's right to access the Easement shall include methods for gaining entry through any locked gates or fencing for the purpose of handling emergency repairs 24 hours a day, 7 days a week as well as for any other action related to the Sanitary Sewer System. The County's access rights shall be formalized in a permanent easement agreement that is recorded and dedicated to Fulton County in **Deed Book 69643**, **Page(s) 28**, Fulton County, Georgia Real Estate Records. If applicable, sanitary sewer system easements shall be depicted on the final plat.
5. Sanitary Sewer Quality, Monitoring, and Reports: The County shall provide and maintain sanitary sewer service of a quality that, at a minimum, meets State and Federal regulations and shall monitor and report the quality of the sanitary sewer system as required by such regulations. With respect to commercial and/or mixed-use developments, the County reserves the right to take samples internal to the system and require improvements including, but not limited to, sampling stations and flushing units as needed to maintain sanitary sewer quality.
6. Reservation of Rights: Owner reserves the right to use the Easement as described in **Deed Book 69643** **Page 28** for any and all lawful purposes, except that such use may not unreasonably interfere with the exercise by County of its rights in the Easement granted thereby. Without limiting the generality of the foregoing: (i) Owner may grant and establish other easements in all or any part of the Easement, so long as the grant is lawful and does not materially interfere with the rights hereby granted to County, and (ii) Owner may construct within the Easement, streets, roads, parking lots, sidewalks, fences, landscaping, signage, lighting and other architectural or entry features that may be used in conjunction with the Development of which the Easement forms a part, however, such improvements may not cause damage to the sanitary sewer lines and associated facilities within the Easement. County shall use its best efforts not to interfere with or negatively impact the quiet enjoyment of Owner in the exercise by County of its rights pursuant to this Agreement. During periods of maintenance and repair, County shall endeavor to provide reasonable access for Owner and Owner's members and invitees across the Easement.

7. Responsibility for Maintenance and Repair:

(a) Residential-only Developments:

(i) Multi-family: Owners of multi-family residential developments shall promptly notify County of any identified system failures or needed maintenance or repairs. The County shall perform or cause to be performed through a contractor, maintenance, repairs and improvements to the sanitary sewer system as needed or as may be required to meet the requirements of State and Federal regulations. Owner shall bear sole responsibility for the cost of all such maintenance, repairs and improvements. The cost shall be added to the fee for providing sanitary sewer service and billed to the account(s) servicing the Development; singularly for any single account serving the development or divided equally among all active accounts should a singular account not exist. Costs shall be established as accrued in the County's work order system for County performed work or as charged by a contractor using fees established through the County's procurement system. Such costs shall include the cost to restore the Easement to as near to its original condition as is feasible, in accordance with Fulton County Standard details. Notwithstanding any other remedies available to the County pursuant to applicable state and/or local law, Owner's failure to pay the cost of such maintenance or repair may result in the interruption of sanitary sewer service. Notwithstanding the foregoing, sanitary sewer meters installed by the County shall be the County's responsibility to maintain and repair. Any work performed by County pursuant to this Agreement shall be done in a good workmanlike manner.

(ii) Single-family: Owners of single-family residential developments shall promptly notify County of any identified system failures or needed maintenance or repairs. The County, at County's cost and expense, shall perform or cause to be performed through a Contractor; maintenance, repairs and improvements to the sanitary sewer system as needed or as may be required to meet the requirements of State and Federal regulations. County hereby covenants and agrees that it shall be responsible for and carry out any and all maintenance or repair to the Easement necessitated or caused by the use of the Easement by County, its agents, contractors and employees for the specific purpose defined in this Agreement. After any exercise of County's rights under this Agreement, County shall, at its expense, promptly restore the Easement to as near to its original condition as is feasible, in accordance with Fulton County standard details. Maintenance responsibly by County for individual sanitary sewer service lines shall extend only to the end of the sanitary sewer mains (normally 8-inches or larger). Responsibility for any maintenance beyond the clean-out will be borne by the individuals being served. Any work performed by County pursuant to this Agreement shall be done in a good workmanlike manner.

(b) Commercial/Mixed-Use Developments: Commercial/Mixed-Use developments are those developments which are not solely residential in nature. Owner shall

promptly notify County of any identified system failures or needed maintenance or repairs. Owner shall be responsible for the performance and cost of all maintenance, repairs and improvements to the sanitary sewer system, including emergency repairs, as directed by the County or as may be required to meet the requirements of State and Federal regulations. All such effort shall be performed in compliance with applicable Fulton County and city standards and building codes with respect to materials and methods and be performed by a licensed utility contractor or plumber where applicable. Owner shall provide timely notice to County and provide opportunity for County to observe and inspect Owner provided maintenance, repairs or improvements so County may determine that such maintenance, repairs or improvements to the system are in compliance with County standards and applicable codes or regulations. Owner shall provide a report to County of all maintenance, repairs, or modifications to the system, to include materials and methods of construction and description of the work performed within 72 hours of performance. Notwithstanding the foregoing, the sanitary sewer system facilities installed by the County shall be the County's responsibility to maintain and repair.

- (c) Street Maintenance. The Owner shall be responsible for the adjustment to all sanitary sewer and sewer appurtenances (manhole covers, etc.) affected by street maintenance including repaving, seal coating, patching, crack sealing, topping, etc. The Owner shall adjust sanitary sewer and sewer appurtenances to fit flush with the street surface. All sewer appurtenances shall be cleaned of asphalt at the time of paving. Adjustments to take place a minimum of 24-hours to a maximum of 120-hours after maintenance. Any curbing that is replaced shall be remarked with the appropriate symbol showing the location of sewer laterals (S) in the shoulder or pavement of the road. Sewer symbols shall be painted orange. Any adjustment to the shoulder grade will also require adjustments of all sewer appurtenances affected by the adjustment to the shoulder grade. The Owner will be responsible for the adjustment of the appurtenances to the new grade.

The Owner shall be responsible to promptly notify Fulton County Department of Public Works, Sanitary Sewer Resources Unit of any proposed maintenance at 404-612-3061 in North Fulton and 404-612-3163 in South Fulton. Fulton County personnel shall inspect and approve all work performed by the Owner that affects sanitary sewer and sewer appurtenances. All work shall be done in accordance with Fulton County Standards and Specifications to the satisfaction of Fulton County personnel.

- 8. Notification to Future Owners: Owner shall make known to future owners of Development or any portions thereof of the requirements of this Agreement. Owner shall cause the following language to be included in all sales contracts for first owner occupants of developed property and on all plats and deeds associated with Development or subdivided parcels: "The owner and developer of this property has entered into a SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT with Fulton County which describes certain obligations associated with the

sanitary sewer system that are responsibilities of property owners within this development. The sanitary sewer system servicing this property and any subdivided parcels shall be owned by Fulton County for the purposes of providing sanitary sewer service of a quality meeting State and Federal Regulations. The owners of property served by the sanitary sewer system may be responsible for the cost of any and all maintenance and/or repair of the sanitary sewer system. The provision of an easement allowing Fulton County access to the sanitary sewer system for any reason shall not relieve property owners of their possible responsibility for the cost of maintenance and/or repair of the sanitary sewer system.”

9. Billing: Where a master meter is provided by County, Owner shall meter individual services on the sanitary sewer system using County standard meters and shall bill and collect fees for sanitary sewer usage by individual services. Individual services shall be billed based on County standard sanitary sewer service rates. Owner may incorporate a reasonable administrative fee for reading meters, calculating and transmitting bills, and collecting the fees for usage. Owner shall be responsible for any differential between master meter registered sanitary sewer usage and the sum of individual service sanitary sewer usage. Such usage shall be reconciled and billed on an annual basis or as otherwise deemed appropriate by County.
10. Indemnification: Owner, its successors and assigns, hereby agree to release, indemnify, defend and hold harmless the County, its Commissioners, officers, agents, employees, successors, assigns, elected officials, and any other person acting on its behalf, from and against any and all losses (including death), claims, demands, debts, damages, accounts, settlements, obligations, liabilities, costs, judgments and claims for attorney’s fees and/or expenses of litigation, and causes of action of any kind or nature, at law or in equity, arising out of the existence, installation, maintenance, repair, alteration, modification, deterioration or failure of any sanitary sewer systems or pipes located within Development. Said Owner hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sanitary sewer line for the use of the property as herein agreed.
11. Notices. All notices and communications required or permitted hereunder shall be in writing. Any notices or demands shall be deemed to have been duly and sufficiently given if a copy thereof has been personally served, forwarded by expedited messenger or recognized overnight courier service with evidence of delivery or mailed by United States registered or certified mail in an envelope properly stamped and addressed to the applicable party at the addresses identified below or at such other address as such party may theretofore have furnished to the other party by written notice. The effective date of such notice shall be the date of actual delivery, except that if delivery is refused, the effective date of notice shall be the date delivery is refused. Notices shall be addressed as follows:

Owner:

JBGL Atlanta Development 2014, LLC  
11340 Lakefield Drive, Ste 140  
Johns Creek, GA 30097

County:

David Clark, P.E.  
Director, Department of Public Works  
141 Pryor Street, S.W.  
Suite 6001  
Atlanta, GA 30303

12. Covenants Running with the Land: The provisions of this Agreement shall be deemed covenants running with the land for the benefit of the County and its assigns and shall pass to and be binding on Owner's heirs, assigns and successors in title to the Development or any subdivided portion thereof. Owner shall further include the provisions of this Agreement in the establishment of any other entity which may obtain ownership rights to any portion of the Development or the land thereof such as a Homeowners Association which shall own common area, or purchaser of any individual residential lot, or any tract of land for any purpose.
13. Joint and Several Liability: Owner and its successors and assigns, hereby agree that to the extent permitted by law, they shall be jointly and severally liable for all obligations defined in this Agreement, and the taking of any actions required under this Agreement.
14. Modification: This Agreement may not be modified except by written agreement between the County and all parties subject to this agreement or an entity such as a Homeowners Association representing all affected parties.
15. Governing Law: This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed and interpreted in accordance with the laws of the State of Georgia.
16. Severability: If any provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
17. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived, discharged, modified or terminated orally, except by a written instrument signed by the party against whom enforcement is sought.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.
19. Interpretation: No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision. For all purposes of interpretation or construction of this Agreement, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.
20. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.
21. Waiver. Nothing in this Agreement shall be construed as a waiver of sovereign immunity.
22. Miscellaneous. This Agreement may not be modified orally or in any manner other than by a written agreement signed by the parties hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. Time is of the essence in this Agreement. This Agreement shall be governed by the laws of the State of Georgia without regard to the conflict of law's provisions thereof.
23. Effective Date. This Agreement will become effective upon approval by the Fulton County Board of Commissioners of their interest in the Easement and will be recorded by County as soon as practicable after such approval and execution by County.
24. Recitals: All recitals contained herein are hereby incorporated by reference into this Agreement and made a part hereof
25. Recording: County shall record this document with the Clerk of the Fulton County Superior Court in the Land Records with a copy of the recorded documents provided to the Department of Public Works, Water Resources Division, and Owner.

IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

**OWNER**

JBGL Atlanta Development 2014, LLC

Signed sealed and delivered in the presence of

*Ned Wallace*  
Unofficial Witness

*Vin Edwards*  
Signature (Authorized Party to Bind Owner Entity)

Veronica Edwards, Authorized Representative  
Signatory's Name and Title (printed)

*K. Chandler*  
Notary Public  
My Commission Expires: April 1, 2026

Owner's Address: 5501 Headquarters Dr.  
Ste. 300W  
Plano, TX 75024

(Notary Seal)

(Notary Stamp)



[Signatures continued on next page.]

Signed, sealed and delivered this \_\_\_\_ day of \_\_\_\_\_, 2024 in the presence of:

FULTON COUNTY, GEORGIA a political subdivision of the State of Georgia

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
[Notarial Seal]

APPROVED AS TO FORM

ATTEST:

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

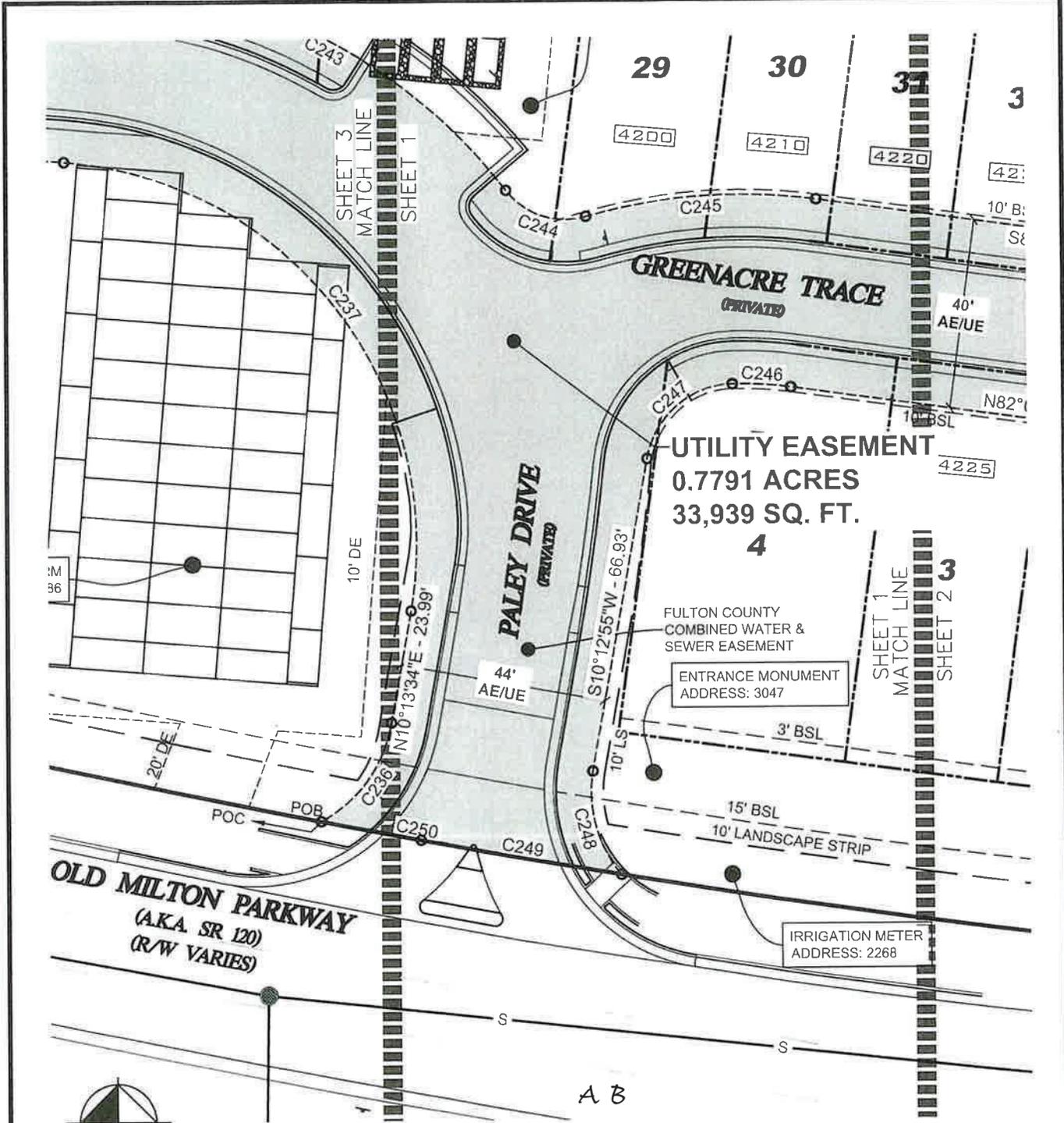
\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

APPROVED AS TO CONTENT:

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

EXHIBIT "A"

(attach legal description and/or plat of the easement area)



Parcel ID: 12 270307480305

KEVIN PATE  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 3499  
 3930 EAST JONES BRIDGE,  
 SUITE 350  
 PEACHTREE CORNERS, GEORGIA  
 30092 PH. (470) 579-5064  
 KEVIN.PATE@kimley-horn.com

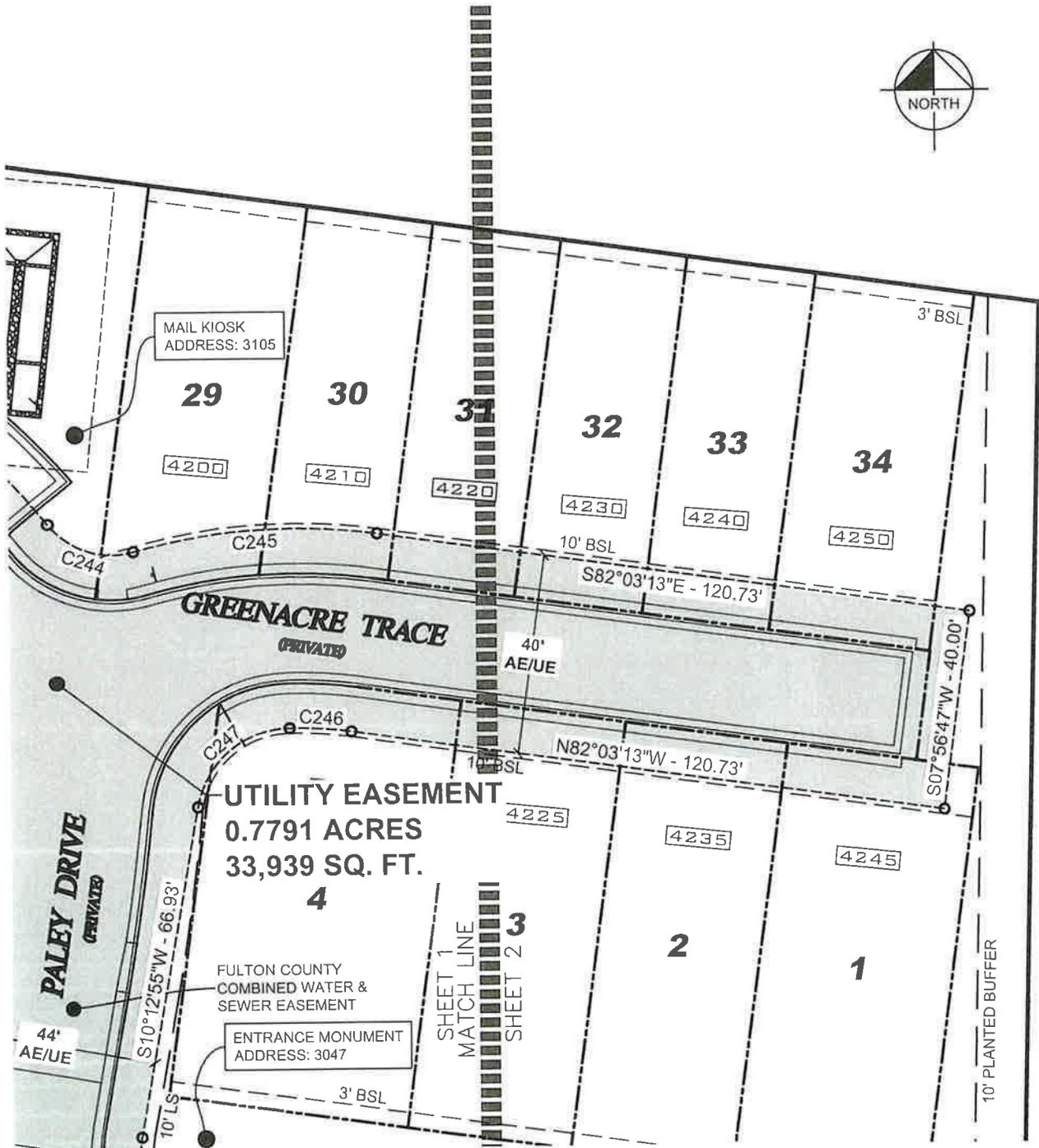


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 09/17/25

**PARK WALKER II**  
 UTILITY EASEMENT EXHIBIT  
 CITY OF ALPHARETTA  
 FULTON COUNTY, GEORGIA

**Kimley»Horn**  
 3930 EAST JONES BRIDGE RD., SUITE 350 Tel. No. (470) 579-5064  
 PEACHTREE CORNERS, GEORGIA COA # 1412

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	KGP	BDP	Apr. 2025	019913051	1 OF 7



**UTILITY EASEMENT**  
**0.7791 ACRES**  
**33,939 SQ. FT.**



KEVIN PATE  
 REGISTERED PROFESSIONAL  
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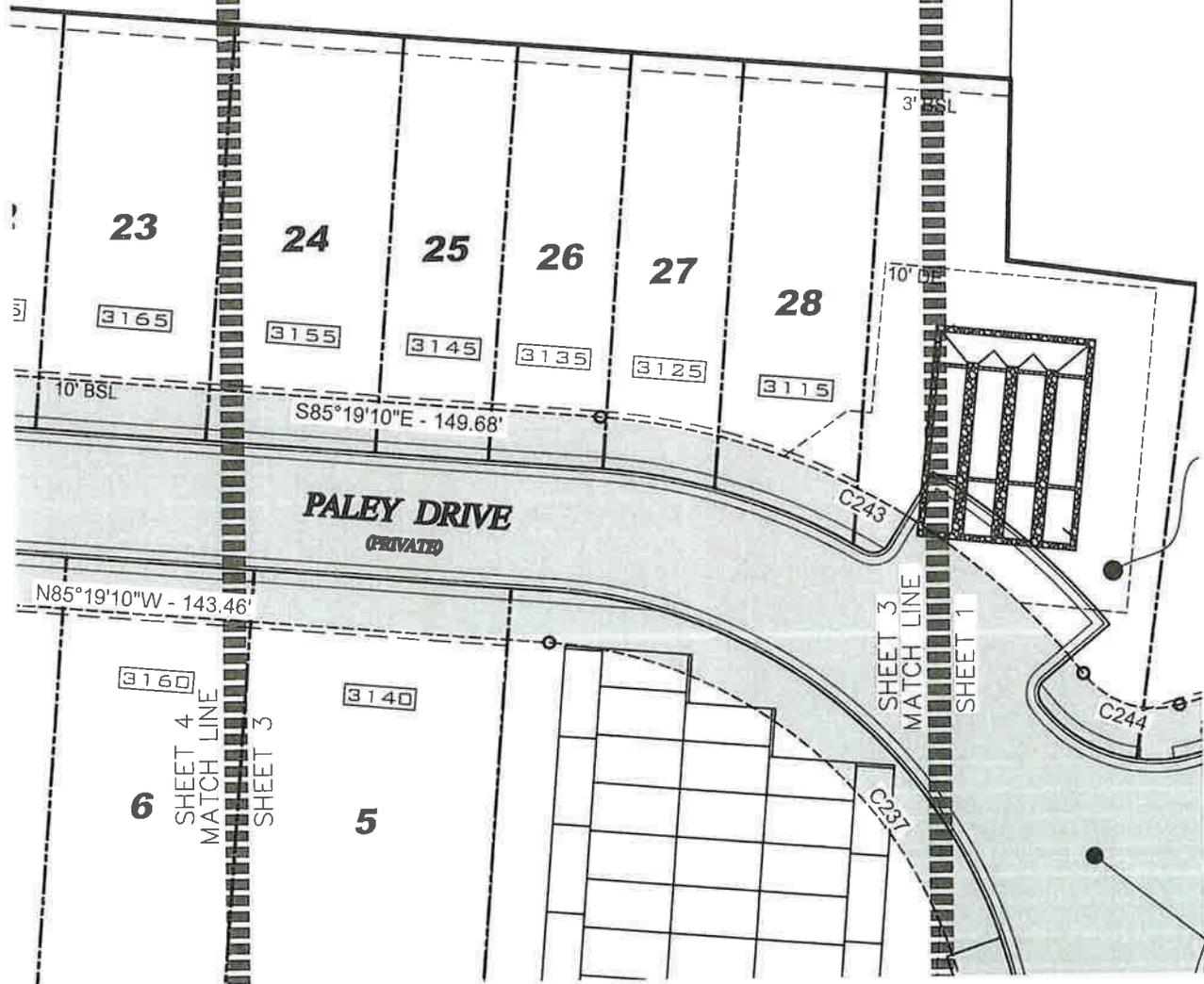
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 09/17/25

**PARK WALKE II**  
 UTILITY EASEMENT EXHIBIT  
 CITY OF ALPHARETTA  
 FULTON COUNTY, GEORGIA

**Kimley»Horn**  
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**SUBDIVISION**



KEVIN PATE  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 3499  
 3930 EAST JONES BRIDGE,  
 SUITE 350  
 PEACHTREE CORNERS, GEORGIA  
 30092 PH. (470) 579-5064  
 KEVIN.PATE@kimley-horn.com

A B  
 09/17/25

**PARK WALKE II**

UTILITY EASEMENT EXHIBIT  
 CITY OF ALPHARETTA  
 FULTON COUNTY, GEORGIA

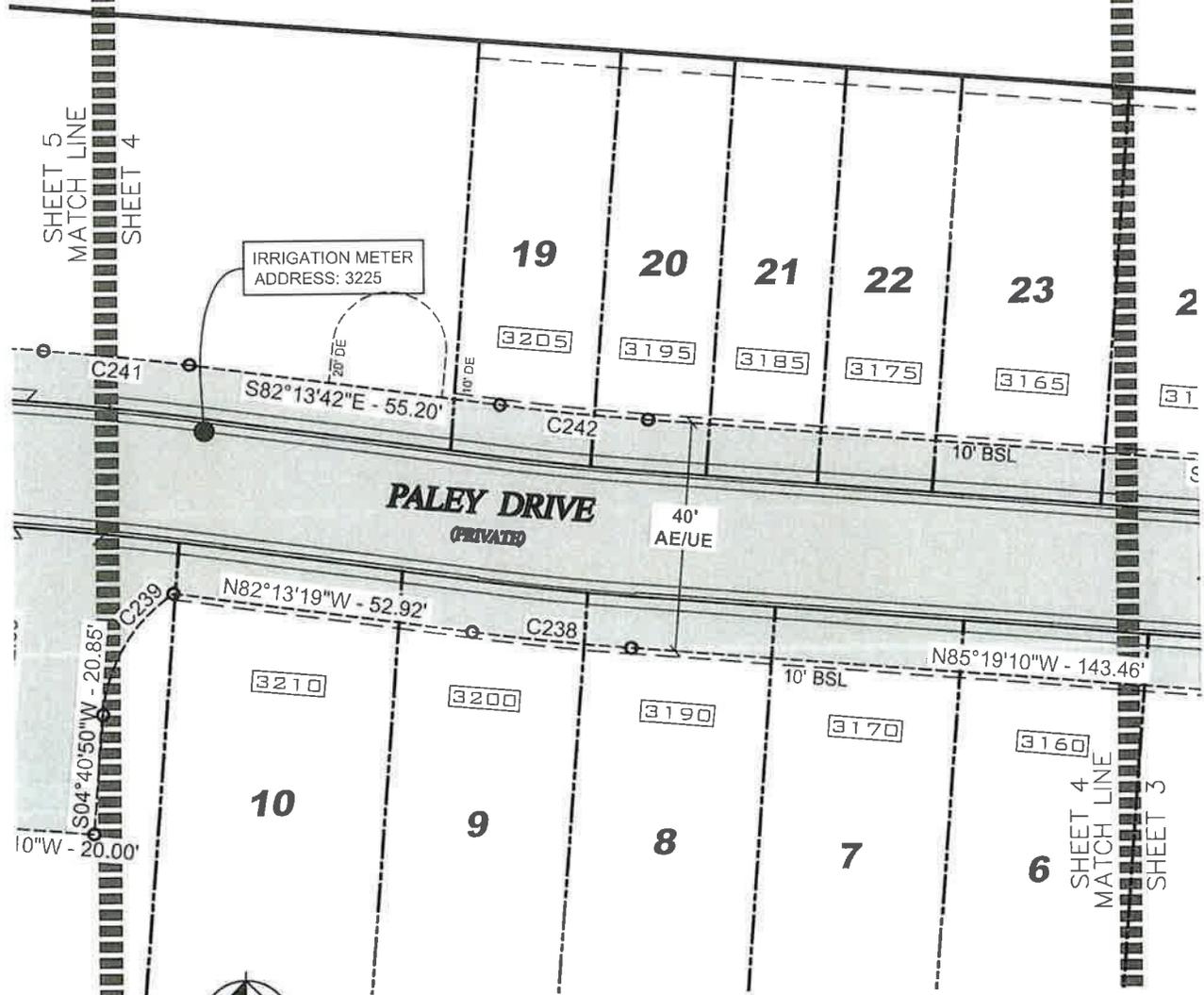
**Kimley»Horn**

3930 EAST JONES BRIDGE RD., SUITE 350 Tel. No. (470) 579-5064  
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	KGP	BDP	Apr. 2025	019913051	3 OF 7

LLC  
228

# PARK WALLE I SUBDIVISION



KEVIN PATE  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 3499  
3930 EAST JONES BRIDGE,  
SUITE 350  
PEACHTREE CORNERS, GEORGIA  
30092 PH. (470) 579-5064  
KEVIN.PATE@kimley-horn.com

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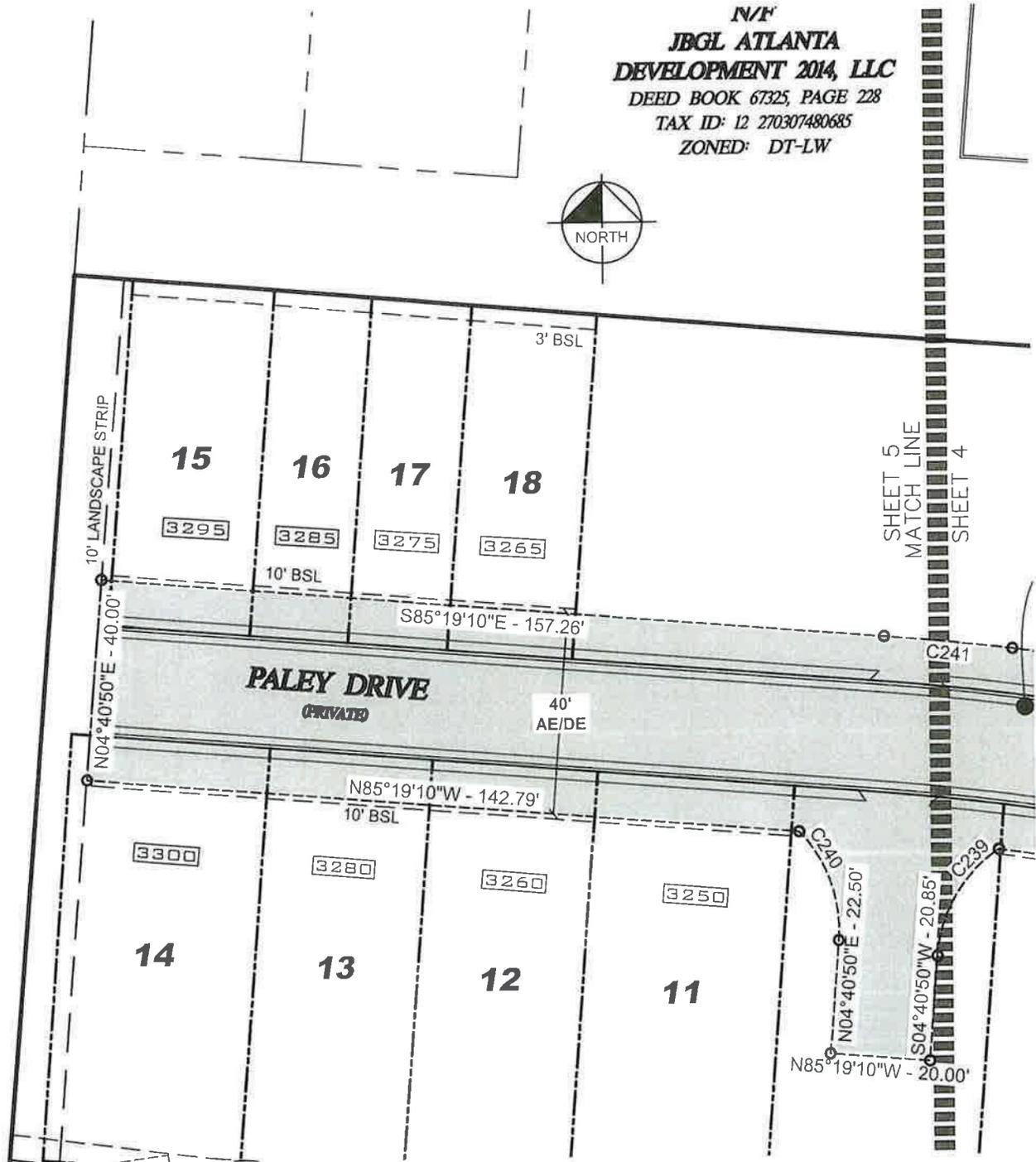
**PARK WALLE II**  
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1" = 30'	KGP	BDP	Apr. 2025	019913051	4 OF 7

N/A  
**JBGL ATLANTA**  
**DEVELOPMENT 2014, LLC**  
 DEED BOOK 67325, PAGE 228  
 TAX ID: 12 270307480685  
 ZONED: DT-LW



KEVIN PATE  
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A B  
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 FULTON COUNTY, GEORGIA

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	KGP	BDP	Apr, 2025	019913051	5 OF 7

Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord
C236	26.51'	29.50'	N35°58'19"E	25.63'
C237	135.06'	81.00'	N37°33'08"W	119.95'
C238	28.11'	520.00'	N83°46'14"W	28.11'
C239	25.26'	28.00'	S30°31'29"W	24.41'
C240	23.75'	28.00'	N19°36'52"W	23.04'
C241	25.54'	520.00'	S83°54'44"E	25.54'
C242	25.95'	480.00'	S83°46'14"E	25.95'
C243	98.90'	119.00'	S61°30'41"E	96.07'
C244	19.00'	16.00'	S71°38'41"E	17.91'
C245	49.47'	120.00'	N86°08'15"E	49.12'
C246	12.50'	80.00'	N86°31'45"W	12.49'
C247	26.12'	19.00'	S49°36'18"W	24.11'
C248	23.32'	27.50'	S15°09'50"E	22.63'
C249	43.30'	2225.02'	N80°01'04"W	43.30'
C250	21.54'	2129.23'	N79°10'15"W	21.54'

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**PARK WALKE II**  
 UTILITY EASEMENT EXHIBIT  
 CITY OF ALPHARETTA  
 FULTON COUNTY, GEORGIA

<b>Kimley»Horn</b>					
3930 EAST JONES BRIDGE RD., SUITE 350 PEACHTREE CORNERS, GEORGIA			COA # 1412		Tel. No. (470) 579-5064
<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
1" = 30'	KGP	BDP	Apr. 2025	019913051	6 OF 7

PROPERTY DESCRIPTION - PARK WALLE II UTILITY EASEMENT

All that tract or parcel of land lying and being in Land Lot 748 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia and being more particularly described as follows:

COMMENCING at a point at the intersection of the easterly right of way line of Haynes Bridge Road (right of way varies) and the northerly right of way line of Old Milton Parkway (right of way varies); THENCE proceeding along said right of way line of Old Milton Parkway the following courses and distances: South 82 degrees 47 minutes 25 seconds East a distance of 35.23 feet to a point; THENCE South 82 degrees 47 minutes 24 seconds East a distance of 31.41 feet to a point; THENCE along a curve to the right with a radius of 3,763.00 feet and an arc length of 68.17 feet, said curve having a chord bearing of South 82 degrees 17 minutes 16 seconds East and a chord distance of 68.17 feet to a point; THENCE along a curve to the right with a radius of 3,897.97 feet and an arc length of 155.48 feet, said curve having a chord bearing of South 80 degrees 38 minutes 34 seconds East and a chord distance of 155.47 feet to a point; THENCE South 00 degrees 42 minutes 49 seconds West a distance of 10.29 feet to a point; THENCE along a curve to the right with a radius of 3,884.72 feet and an arc length of 95.10 feet, said curve having a chord bearing of South 78 degrees 43 minutes 52 seconds East and a chord distance of 95.10 feet to a point; THENCE South 78 degrees 01 minutes 48 seconds East a distance of 66.36 feet to a point; THENCE along a curve to the left with a radius of 2,129.23 feet and an arc length of 32.22 feet, said curve having a chord bearing of South 78 degrees 26 minutes 50 seconds East and a chord distance of 32.22 feet to a point; said point being the POINT OF BEGINNING.

THENCE from said POINT OF BEGINNING leaving the northerly right of way line of Old Milton Parkway (right of way varies) and proceeding along the edge of a private access and utility easement known as Paley Drive (44' in width) and Greenacre Trace (40' in width) along a curve to the left with a radius of 29.50 feet and an arc length of 26.51 feet, said curve having a chord bearing of North 35 degrees 58 minutes 19 seconds East and a chord distance of 25.63 feet to a point; THENCE North 10 degrees 13 minutes 34 seconds East a distance of 23.99 feet to a point; THENCE along a curve to the left with a radius of 81.00 feet and an arc length of 135.06 feet, said curve having a chord bearing of North 37 degrees 33 minutes 08 seconds West and a chord distance of 119.95 feet to a point; THENCE North 85 degrees 19 minutes 10 seconds West a distance of 143.46 feet to a point; THENCE along a curve to the right with a radius of 520.00 feet and an arc length of 28.11 feet, said curve having a chord bearing of North 83 degrees 46 minutes 14 seconds West and a chord distance of 28.11 feet to a point; THENCE North 82 degrees 13 minutes 19 seconds West a distance of 52.92 feet to a point; THENCE along a curve to the left with a radius of 28.00 feet and an arc length of 25.26 feet, said curve having a chord bearing of South 30 degrees 31 minutes 29 seconds West and a chord distance of 24.41 feet to a point; THENCE South 04 degrees 40 minutes 50 seconds West a distance of 20.85 feet to a point; THENCE North 85 degrees 19 minutes 10 seconds West a distance of 142.79 feet to a point; THENCE North 04 degrees 40 minutes 50 seconds East a distance of 40.00 feet to a point; THENCE South 85 degrees 19 minutes 10 seconds East a distance of 157.26 feet to a point; THENCE along a curve to the right with a radius of 520.00 feet and an arc length of 25.54 feet, said curve having a chord bearing of South 83 degrees 54 minutes 44 seconds East and a chord distance of 25.54 feet to a point; THENCE South 82 degrees 13 minutes 42 seconds East a distance of 55.20 feet to a point; THENCE along a curve to the left with a radius of 480.00 feet and an arc length of 25.95 feet, said curve having a chord bearing of South 83 degrees 46 minutes 14 seconds East and a chord distance of 25.95 feet to a point; THENCE South 85 degrees 19 minutes 10 seconds East a distance of 149.68 feet to a point; THENCE along a curve to the right with a radius of 119.00 feet and an arc length of 98.90 feet, said curve having a chord bearing of South 61 degrees 30 minutes 41 seconds East and a chord distance of 96.07 feet to a point; THENCE along a curve to the left with a radius of 16.00 feet and an arc length of 19.00 feet, said curve having a chord bearing of South 71 degrees 38 minutes 41 seconds East and a chord distance of 17.91 feet to a point; THENCE along a curve to the right with a radius of 120.00 feet and an arc length of 49.47 feet, said curve having a chord bearing of North 86 degrees 08 minutes 15 seconds East and a chord distance of 49.12 feet to a point; THENCE South 82 degrees 03 minutes 13 seconds East a distance of 120.73 feet to a point; THENCE South 07 degrees 56 minutes 47 seconds West a distance of 40.00 feet to a point; THENCE North 82 degrees 03 minutes 13 seconds West a distance of 120.73 feet to a point; THENCE along a curve to the left with a radius of 80.00 feet and an arc length of 12.50 feet, said curve having a chord bearing of North 86 degrees 31 minutes 45 seconds West and a chord distance of 12.49 feet to a point; the beginning of a compound curve to the left with a radius of 19.00 feet, a central angle of 78 degrees 46 minutes 47 seconds, and a chord bearing and distance of South 49 degrees 36 minutes 18 seconds West, 24.11 feet; THENCE in a westerly direction, with said compound curve to the left, an arc distance of 26.12 feet to a point for corner; THENCE South 10 degrees 12 minutes 55 seconds West a distance of 66.93 feet to a point; THENCE along a curve to the left with a radius of 27.50 feet and an arc length of 23.32 feet, said curve having a chord bearing of South 15 degrees 09 minutes 50 seconds East and a chord distance of 22.63 feet to a point; THENCE along a curve to the right with a radius of 2,225.02 feet and an arc length of 43.30 feet, said curve having a chord bearing of North 80 degrees 01 minutes 04 seconds West and a chord distance of 43.30 feet to a point; the beginning of a compound curve to the right with a radius of 2,129.23 feet, a central angle of 00 degrees 34 minutes 47 seconds, and a chord bearing and distance of North 79 degrees 10 minutes 15 seconds West, 21.54 feet; THENCE in a westerly direction, with said compound curve to the right, an arc distance of 21.54 feet to a point for corner; said point being the POINT OF BEGINNING.

Said tract or parcel contains 33,939 square feet or 0.7791 acres of land.

KEVIN PATE  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 3499  
 3930 EAST JONES BRIDGE,  
 SUITE 350  
 PEACHTREE CORNERS, GEORGIA  
 30092 PH. (470) 579-5064  
 KEVIN.PATE@kimley-horn.com



**PARK WALLE II**  
 UTILITY EASEMENT EXHIBIT  
 CITY OF ALPHARETTA  
 FULTON COUNTY, GEORGIA

**Kimley»Horn**  
 3930 EAST JONES BRIDGE RD., SUITE 350 Tel. No. (470) 579-5064  
 PEACHTREE CORNERS, GEORGIA COA # 1412

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = ##'	KGP	BDP	Apr. 2025	019913051	7 OF 7





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 26-0138

**Meeting Date:** 3/18/2026

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### Department

Real Estate and Asset Management

### Requested Action

Request approval of a Sewer Easement Dedication of 6,570 square feet to Fulton County, a political subdivision of the State of Georgia, from Rivertown ONO Investment, LLC, for the purpose of constructing The Brooke at Rivertown Project at Ono Road, South Fulton, Georgia 30268.

### Requirement for Board Action

Board action is required pursuant 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 The Brooke at Rivertown Project, a residential development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit.

The easement area to be conveyed to the County consists of 6,570 square feet and is located in Land Lots 87,88, and 105 of the 7th District of Fulton County, Georgia.

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

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

**Project Implications:** Easement dedications by the owner of record to Fulton County are made a part of the public 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 MUST ONLY BE RECORDED BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION\*\*\*

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

Project Name : The Brooke at Rivertown  
Tax Parcel Identification No.: 07 190000870604  
Land Disturbance Permit No.: LD-2022-007628 and 225-002WR  
Zoning/Special Use Permit No.: \_\_\_\_\_  
(if applicable)

*For Fulton County Use Only*  
Approval Date: \_\_\_\_\_  
Initials: \_\_\_\_\_

**SEWER EASEMENT  
(Corporate Form)**

STATE OF GEORGIA,  
COUNTY OF FULTON

This indenture entered into this 25<sup>th</sup> day of September, 2025, between Rivertown ONO Investment LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to **FULTON COUNTY** and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 87, 88, 105, N/A Section (if applicable) of District 7<sup>th</sup>, Fulton County, Georgia, and more particularly described as follows: To wit:

The Brooke at Rivertown  
Project Name

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

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

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

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

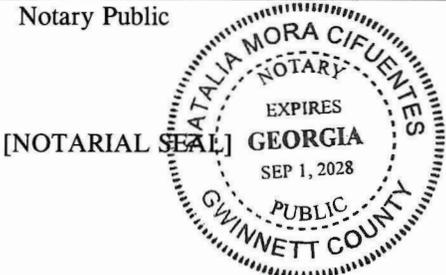
Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sewer line for the use of the property as herein agreed.

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

Signed, sealed and delivered this 25<sup>th</sup> day of September, 2025 in the presence of:

[Signature]  
Witness

Natalia Mora C.  
Notary Public



GRANTOR: Rivertown ONO Investment LLC  
CORPORATE NAME

By: [Signature]  
Print Name: Jinsong Yang  
Title: Manager

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

[CORPORATE SEAL]

EXHIBIT "A"  
TRACT DESCRIPTION  
FOR  
SANITARY SEWER EASEMENT  
THE BROOKE AT RIVERTOWN

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 87 OF THE 18<sup>th</sup> DISTRICT, FULTON COUNTY, GEORGIA, CITY OF SOUTH FULTON AND BEING LOCATED AT THE BROOKE AT RIVERTOWN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF COMMENCEMENT AT 1/2" REBAR FOUND AT THE SOUTHEAST CORNER OF PROPERTY TAX PARCEL 07-1902-0087-035-4, HAVING GEORGIA STATE PLANE COORDINATES, WEST ZONE, 1983 NORTH AMERICAN DATUM. N, 1299214.37' E, 2146713.67 AND BEIGN AT THE WESTERLY PROPERTY LINE OF THE BROOKE AT RIVERTOWN SUBDIVISION.

FROM SAID 1/2" REBAR FOUND TRAVEL IN AN WESTERLY DIRECTION SOUTH 89 DEGREES 51 MINUTES 29 SECONDS WEST A DISTANCE OF 236.52 FET TO A CALCULATED POINT AT THE SOUTH PROPERTY LINE OF PROPERTY TAX PARCEL 07-1902-0087-057-8, AND BEIGN THE POINT OF BEGINNING FOR THE SEWER EASEMENT AND HAVING GEORGIA STATE PLANE COORDINATES, WEST ZONE, 1983 DATUM. N, 1299214.42' E, 2146699.31';

THENCE LEAVING THE SAID PROPERTY LINE SOUTH 18 DEGREES 04 MINUTES 03 SECONDS EAST A DISTANCE OF 185.87 FEET TO A CALCULATED POINT AT THE NORThERLY RIGHT OF WAY OF EDEN CIRCLE (HAVING A 50-FOOT-WIDE RIGHT-OF-WAY WIDHT);

THENCE RUNNING ALONG THE RIGHT-OF-WAY OF EDEN CIRCLE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 135.00 FEET SUBTENTED BY A CHORD BEARING OF SOUTH 71 DEGREES 55 MINUTES 57 SECONDS WEST A CHORD DISTANCE OF 20.00 FEET ALONG SAID ARC A DISTANCE OF 20.02 FEET TO A CALCULATED POINT;

THENCE LEAVING THE 50' RIGHT-OF-WAY OF EDEN CIRCLE NORTH 18 DEGREES 04 MINUTES 03 SECONDS WEST A DISTANCE OF 192.48 FEET TO A CALCULATED POINT;

THENCE SOUTH 89 DEGREES 47 MINUTES 57 SECONDS EAST A DISTANCE OF 21.06 FEET TO A CALCULATED POINT AND THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 3,779 SQUARE FEET, BEIGN 0.086 ACRE.



EXHIBIT "A"  
TRACT DESCRIPTION  
FOR  
SANITARY SEWER EASEMENT  
THE BROOKE AT RIVERTOWN

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 87 OF THE 18<sup>th</sup> DISTRICT, FULTON COUNTY, GEORGIA, CITY OF SOUTH FULTON AND BEING LOCATED AT THE BROOKE AT RIVERTOWN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF COMMENCEMENT AT 1" REBAR FOUND AT THE SOUTHWEST INTERSECTION CORNER OF PROPERTY TAX PARCEL 07-1902-0087-021-4, AND LAND LOT LINE 87 AND LAND LOT LINE 88, HAVING GEORGIA STATE PLANE COORDINATES, WEST ZONE, 1983 NORTH AMERICAN DATUM. N, 1298619.08' E, 2147421.72'.

FROM SAID 1" REBAR FOUND TRAVEL IN AN NORTHERLY DIRECTION NORTH 00 DEGREES 47 MINUTES 06 SECONDS WEST A DISTANCE OF 78.46 FET TO A CALCULATED POINT AT THE WESTERLY PROPERTY LINE OF PROPERTY TAX PARCEL 07-1902-0087-021-4, AND BEIGN THE POINT OF BEGINNING FOR THE SEWER EASEMENT AND HAVING GEORGIA STATE PLANE COORDINATES, WEST ZONE, 1983 DATUM. N, 1298697.53' E, 2147420.65';

THENCE LEAVING THE SAID PROPERTY LINE SOUTH 60 DEGREES 10 MINUTES 33 SECONDS WEST A DISTANCE OF 143.60 FEET TO A CALCULATED POINT AT THE EASTERLY RIGHT OF WAY OF BROOKE BLVD. (HAVING A 50-FOOT-WIDE RIGHT-OF-WAY WIDHT);

THENCE RUNNING ALONG THE RIGHT-OF-WAY OF BROOKE BLVD. FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET SUBTENTED BY A CHORD BEARING OF NORTH 25 DEGREES 44 MINUTES 50 SECONDS WEST A CHORD DISTANCE OF 20.05 FEET ALONG SAID ARC A DISTANCE OF 20.05 FEET TO A CALCULATED POINT;

THENCE LEAVING THE 50' RIGHT-OF-WAY OF BROOKE BLVD. NORTH 60 DEGREES 10 MINUTES 33 SECONDS EAST A DISTANCE OF 153.28 FEET TO A CALCULATED POINT;

THENCE SOUTH 00 DEGREES 47 MINUTES 06 SECONDS EAST A DISTANCE OF 22.88 FEET TO A CALCULATED POINT AND THE POINT OF BEGINNING.

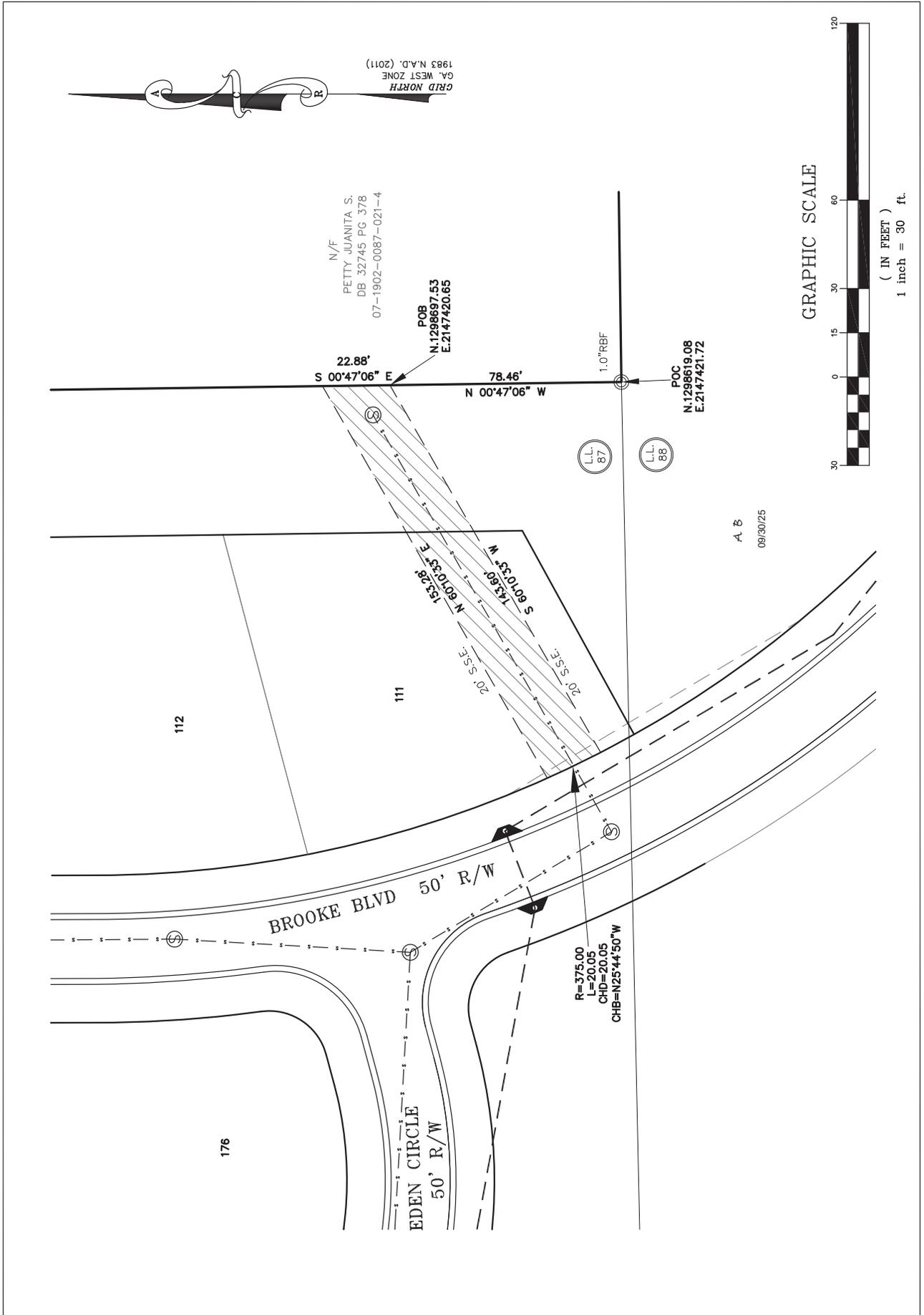
SAID TRACT OR PARCEL OF LAND CONTAINS 2,791 SQUARE FEET, BEIGN 0.064 ACRE.

Engineering, Inc.  
 ATLANTA COMMERCIAL & RESIDENTIAL ENGINEERING  
 600 PINNACLE COURT  
 SUITE 665  
 NORCROSS, GA 30071  
 TEL: (678) 291-0000  
 FAX: (678) 291-8887

THE BROOKE AT RIVERTOWN  
 CITY OF SOUTH FULTON  
 FULTON COUNTY, GEORGIA

DATE:	SEPTEMBER 29, 2025
SCALE:	HORIZ. 1"=30' VERT. N/A
DESCRIPTION:	
DATE:	

SHEET	1	OF	1
DWG.	210815		
ISSUE NO.			
PROJECT NO.			
FILE NO.			







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 26-0139

**Meeting Date:** 3/18/2026

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### Department

Real Estate and Asset Management

### Requested Action

Request approval of a Sewer Easement Dedication of 17,008 square feet to Fulton County, a political subdivision of the State of Georgia, from Mayfield Development, LLC, for the purpose of constructing the Mayfield Estates Project at 1580 Mayfield Road, Alpharetta, Georgia 30009.

### Requirement for Board Action

Board action is required pursuant 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 Mayfield Estates Project, a residential development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit.

The easement area to be conveyed to the County consists of 17,008 square feet and is located in Land Lots 1057 & 1104 of the 2nd District, 2nd 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 the 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 : Mayfield Estates  
Tax Parcel Identification No.: 22 448011040867 and 22 447010570197  
Land Disturbance Permit No.: WRN23-074  
Zoning/Special Use Permit No.: N/A  
(if applicable)

*For Fulton County Use Only*  
Approval Date: \_\_\_\_\_  
Initials: \_\_\_\_\_

**SEWER LINE EASEMENT  
(Corporate Form)**

STATE OF GEORGIA,  
COUNTY OF FULTON

This indenture entered into this 28th day of January, 2026, between Mayfield Development LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor), and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 1057 & 1104 of the 2nd District 2nd Section (if applicable) of Fulton County, Georgia, and more particularly described as follows: To wit:

Mayfield Estates

*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 convey and relinquish to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on said sewer line on both a routine and emergency basis.

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

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

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

Signed, sealed and delivered this 28  
day of Jan 20 26  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

[NOTARIAL SEAL]



GRANTOR: Mayfield Development, LLC  
CORPORATE NAME

By: [Signature]

Print Name: KAMRAN TALALI

Title: Manager

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

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

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

[CORPORATE SEAL]





EXHIBIT "A"  
TRACT DESCRIPTION  
FOR  
SEWER EASEMENT  
MAYFIELD ESTATES

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 1057 AND LAND LOT 1104 OF THE 2<sup>nd</sup> DISTRICT, 2<sup>nd</sup> SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR FOUND LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF MAYFIELD ROAD (HAVING A VARIABLE RIGHT-OF-WAY WIDTH) SAID POINT OF BEGINNING HAVING A NORTHING OF 1489447.32' AND AN EASTING OF 2251669.16' IN GEORGIA STATE PLANE WEST ZONE, NORTH AMERICAN DATUM 83;

THENCE FROM THE POINT OF BEGINNING AS THUS ESTABLISHED SAID RIGHT-OF-WAY OF MAYFIELD ROAD RUNNING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 638.90 FEET SUBTENDED BY A CHORD BEARING OF SOUTH 68 DEGREES 38 MINUTES 31 SECONDS EAST A CHORD DISTANCE OF 137.14 FEET ALONG SAID ARC A DISTANCE OF 137.41 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID RIGHT-OF-WAY AT THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED NORTH 17 DEGREES 59 MINUTES 06 SECONDS EAST A DISTANCE OF 101.65 FEET TO A POINT;

THENCE NORTH 00 DEGREES 06 MINUTES 16 SECONDS EAST A DISTANCE OF 329.59 FEET TO A POINT;

THENCE NORTH 01 DEGREES 05 MINUTES 14 SECONDS EAST A DISTANCE OF 402.55 FEET TO A POINT;

THENCE SOUTH 88 DEGREES 54 MINUTES 46 SECONDS EAST A DISTANCE OF 20.00 FEET TO A POINT;

THENCE SOUTH 01 DEGREES 05 MINUTES 14 SECONDS WEST A DISTANCE OF 402.38 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 06 MINUTES 16 SECONDS WEST A DISTANCE OF 322.56 FEET TO A POINT;

THENCE SOUTH 17 DEGREES 59 MINUTES 06 SECONDS WEST A DISTANCE OF 99.31 FEET TO A POINT;

THENCE SOUTH 49 DEGREES 46 MINUTES 29 SECONDS EAST A DISTANCE OF 62.24 FEET TO A POINT;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 638.90 FEET SUBTENDED BY A CHORD BEARING OF NORTH 58 DEGREES 54 MINUTES 19 SECONDS WEST A CHORD DISTANCE OF 79.68 FEET ALONG SAID ARC A DISTANCE OF 79.74 FEET TO SAID TRUE POINT OF BEGINNING;

SAID TRACT OR PARCEL OF LAND CONTAINS 17,008 SQUARE FEET, BEING 0.390 ACRES.





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 26-0140

Meeting Date: 3/18/2026

### Department

Real Estate and Asset Management

### Requested Action

Request approval of a Water Easement Dedication of 17,496 square feet to Fulton County, a political subdivision of the State of Georgia, from Mayfield Development, LLC, for the purpose of constructing the Mayfield Estates Project at 1580 Mayfield Road, Alpharetta, Georgia 30009.

### Requirement for Board Action

Board action is required pursuant 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 Mayfield Estates 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 17,496 square feet and is located in Land Lots 1057 & 1104 of the 2nd District, 2nd 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 the 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 : Mayfield Estates  
Tax Parcel Identification No.: 22 448011040867 and 22 447010570197  
Land Disturbance Permit No.: WRN23-074  
Zoning/Special Use Permit No.: N/A  
(if applicable)

*For Fulton County Use Only*  
Approval Date: \_\_\_\_\_  
Initials: \_\_\_\_\_

**WATER LINE EASEMENT  
(Corporate Form)**

STATE OF GEORGIA,  
COUNTY OF FULTON

This indenture entered into this 28th day of January, 2026, between Mayfield Development LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 1057 & 1104, 2nd Section (if applicable) of District 2, Fulton County, Georgia, and more particularly described as follows: To wit:

Mayfield Estates  
*Project Name*

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

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a water line through my property according to the location and size of said water line as shown on the map and profile now on file in

the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said water line within the aforesaid boundaries of the above-described easement.

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

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

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

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

Signed, sealed and delivered this 28  
day of Jan, 20 26  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

[NOTARIAL SEAL]



GRANTOR: Mayfield Development LLC  
Corporate Name

By: [Signature]

Print Name: KAMRAN JALALI

Title: Manager

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

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

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

[CORPORATE SEAL]



N/F  
XIE LIN & CHAN SIOW DING  
12874 GRANSLEY CT.  
ALPHARETTA, GA 30009  
PARCEL#22 447010571047  
LOT 7  
"GRANSLEY SUBD."  
P.B. 317, PGS. 124-125  
ZONING: AG

CURVE TABLE					
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING
C1	6.75	10.50	3.50	6.64	N08°20'44"E
C2	58.06	43.50	32.89	52.26	S26°50'49"W
C3	11.55	10.50	6.44	10.98	N32°14'37"E
C4	33.56	30.50	18.71	31.89	N32°14'37"E
C5	30.29	23.50	17.66	28.23	S26°50'49"W
C6	19.61	30.50	10.18	19.27	N08°20'44"E
C7	20.00	638.90	10.00	20.00	N63°56'49"W

LOT 5  
"HARRINGTON FALLS."  
P.B. 199, PGS. 80-81  
ZONING: R  
N/F  
MANTELLA BROCK & MAGGIE  
PARCEL#22 447010570445

LINE TABLE		
LINE	LENGTH	BEARING
L1	14.88	N25°51'18"E
L2	3.45	N26°45'55"E
L3	21.57	N10°04'27"W
L4	632.71	N00°43'08"E
L5	108.32	N44°33'40"W
L6	24.15	N11°20'37"E
L7	130.20	S44°33'40"E
L8	641.05	S00°43'08"W
L9	21.57	S10°04'27"E
L10	3.30	S26°45'55"W
L11	14.79	S25°51'18"W

FUTURE  
DETENTION POND

**BEING 2.831 ACRES**  
123,315 SQUARE FEET  
TAX PARCEL 22 447010570197  
N/F MAYFIELD DEVELOPMENT LLC  
D.B. 67864, PG 284  
1580 MAYFIELD ROAD

N/F  
MANNHEIMER FREDERIC J &  
MANNHEIMER SUSAN M  
PARCEL#22 447010571039  
LOT 6  
"GRANSLEY SUBD."  
P.B. 317, PGS. 124-125  
ZONING: AG

LOT 4  
"HARRINGTON FALLS."  
P.B. 199, PGS. 80-81  
ZONING: R  
N/F  
HUFFSTUTLER MERRIC & JESSICA  
PARCEL#22 447010570437

FUTURE  
LOT-5

N/F  
MALDONADO DANIEL E &  
BERRIOS ALEXANDRA  
PARCEL#22 447010571021

LOT 5  
"GRANSLEY SUBD."  
P.B. 317, PGS. 124-125  
ZONING: AG

N/F  
GUDIVADA JOSEPH U &  
AMBATI SWETA  
PARCEL#22 447010571013

LOT 4  
"GRANSLEY SUBD."  
P.B. 317, PGS. 124-125  
ZONING: AG

PROPOSED 20' WATERLINE EASEMENT  
THE TOTAL AREA OF THE WATER  
EASEMENT ARE: 17,496 S.F.  
BEING 0.401 ACRES

LOT 3  
"HARRINGTON FALLS."  
P.B. 199, PGS. 80-81  
ZONING: R  
N/F  
BARRY DREW  
PARCEL#22 447010570429

PRIVATE STREET 44' ACCESS & UTILITY EASEMENT  
MAYFIELD LANE  
20' W/LSMT  
8" CLASS 51 DIP  
20' W/LSMT  
FUTURE LOT-4

TAX PARCEL 22 447010570197  
TAX PARCEL 22 448011040887

LAND LOT LINE

LLL

MATCH LINE A  
SEE SHEET 1

GRAPHIC SCALE



( IN FEET )  
1 inch = 60 ft.



SHEET	OF	DATE	DESCRIPTION			DATE
2	2	JANUARY 27, 2028	SCALE: HORIZ. 1"=60'	VERT. N/A		
SHEET # OF	2	LAND LOT(S):	1057 & 1104			
DWG.		DISTRICT:	2ND			
WATER & SEWER EXMT.		SECTION:	2ND			
PROJECT NO. 220085		COUNTY:	FULTON	STATE:	GEORGIA	
FILE NO.		DESIGNED:		DRAWN:	JL	
		CHECKED:	AH	APPROVED:	MM	

**EXHIBIT "A"**  
**WATERLINE EASEMENT**  
GRANTOR: MAYFIELD DEVELOPMENT LLC  
MAYFIELD ESTATES  
CITY OF ALPHARETTA  
FULTON COUNTY, GEORGIA

**ACR Engineering, inc.**  
ATLANTA COMMERCIAL & RESIDENTIAL ENGINEERING  
600 PINNACLE COURT  
SUITE 855  
NORCROSS, GA 30071  
TEL: (770) 281-0000  
FAX: (770) 281-8887

EXHIBIT "A"  
TRACT DESCRIPTION  
FOR  
WATER EASEMENT  
MAYFIELD ESTATES

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 1057 AND LAND LOT 1104 OF THE 2<sup>nd</sup> DISTRICT, 2<sup>nd</sup> SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR FOUND LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF MAYFIELD ROAD (HAVING A VARIABLE RIGHT-OF-WAY WIDTH) SAID POINT OF BEGINNING HAVING A NORTHING OF 1489447.32' AND AN EASTING OF 2251669.16' IN GEORGIA STATE PLANE WEST ZONE, NORTH AMERICAN DATUM 83;

THENCE FROM THE POINT OF BEGINNING AS THUS ESTABLISHED SAID RIGHT-OF-WAY OF MAYFIELD ROAD RUNNING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 638.90 FEET SUBTENDED BY A CHORD BEARING OF SOUTH 69 DEGREES 49 MINUTES 24 SECONDS EAST A CHORD DISTANCE OF 110.92 FEET ALONG SAID ARC A DISTANCE OF 111.06 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID RIGHT-OF-WAY AT THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED NORTH 25 DEGREES 51 MINUTES 18 SECONDS EAST A DISTANCE OF 14.88 FEET TO A POINT;

THENCE NORTH 26 DEGREES 45 MINUTES 55 SECONDS EAST A DISTANCE OF 3.45 FEET TO A POINT;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 10.50 FEET SUBTENDED BY A CHORD BEARING OF NORTH 08 DEGREES 20 MINUTES 44 SECONDS EAST A CHORD DISTANCE OF 6.64 FEET ALONG SAID ARC A DISTANCE OF 6.75 FEET TO A POINT;

THENCE NORTH 10 DEGREES 04 MINUTES 27 SECONDS WEST A DISTANCE OF 21.57 FEET TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 43.50 FEET SUBTENDED BY A CHORD BEARING OF NORTH 26 DEGREES 50 MINUTES 49 SECONDS EAST A CHORD DISTANCE 52.26 FEET ALONG SAID ARC A DISTANCE OF 56.06 FEET TO A POINT;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 10.50 FEET SUBTENDED BY A CHORD BEARING OF NORTH 32 DEGREES 14 MINUTES 37 SECONDS EAST A CHORD DISTANCE 10.98 FEET ALONG SAID ARC A DISTANCE OF 11.55 FEET TO A POINT;

THENCE NORTH 00 DEGREES 43 MINUTES 08 SECONDS EAST A DISTANCE OF 632.71 FEET TO A POINT;

THENCE NORTH 44 DEGREES 33 MINUTES 40 SECONDS WEST A DISTANCE OF 108.32 FEET TO A POINT;

THENCE NORTH 11 DEGREES 20 MINUTES 37 SECONDS EAST A DISTANCE OF 24.15 FEET TO A POINT;

THENCE SOUTH 44 DEGREES 33 MINUTES 40 SECONDS EAST A DISTANCE OF 130.20 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 43 MINUTES 08 SECONDS WEST A DISTANCE OF 641.05 FEET TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.50 FEET SUBTENDED BY A CHORD BEARING OF SOUTH 32 DEGREES 14 MINUTES 37 SECONDS WEST A CHORD DISTANCE 31.89 FEET ALONG SAID ARC A DISTANCE OF 33.56 FEET TO A POINT;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 23.50 FEET SUBTENDED BY A CHORD BEARING OF SOUTH 26 DEGREES 50 MINUTES 49 SECONDS WEST A CHORD DISTANCE 28.23 FEET ALONG SAID ARC A DISTANCE OF 30.29 FEET TO A POINT;

THENCE SOUTH 10 DEGREES 04 MINUTES 27 SECONDS EAST A DISTANCE OF 21.57 FEET TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.50 FEET SUBTENDED BY A CHORD BEARING OF SOUTH 08 DEGREES 20 MINUTES 44 SECONDS WEST A CHORD DISTANCE 19.27 FEET ALONG SAID ARC A DISTANCE OF 19.61 FEET TO A POINT;

THENCE SOUTH 26 DEGREES 45 MINUTES 55 SECONDS WEST A DISTANCE OF 3.30 FEET TO A POINT;

THENCE SOUTH 25 DEGREES 51 MINUTES 18 SECONDS WEST A DISTANCE OF 14.79 FEET TO A POINT;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 638.90 FEET SUBTENDED BY A CHORD BEARING OF NORTH 63 DEGREES 56 MINUTES 49 SECONDS WEST A CHORD DISTANCE 20.00 FEET ALONG SAID ARC A DISTANCE OF 20.00 FEET TO SAID TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 17,496 SQUARE FEET, BEING 0.401 ACRES.





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 26-0141

**Meeting Date:** 3/18/2026

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### Department

Real Estate and Asset Management

### Requested Action

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement between Fulton County, a political subdivision of the State of Georgia, and MHR Land, LLC, for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement area at 6000 Jones Road, Union City, Georgia 30213.

### Requirement for Board Action

Fulton County is authorized to grant an encroachment on its sewer easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]."

### 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:** MHR Land, LLC, the owner of the real property located at 6000 Jones Road, Union

City, GA 30213, has requested the conditional approval of the Fulton County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within the County's existing sewer line easement area.

In accordance with County Policy and the Statute of Frauds, all amendments and edits to contractual agreements involving Fulton County are required to be in writing and approved by the Fulton County Board of Commissioners.

The purpose of the Indemnification Agreement is to formally affirm the terms of Fulton County's conditional approval of an encroachment(s) of private improvements within the County's sewer line easement area.

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's sewer line easement as referenced and recorded in Deed Book 69643, Page 37.

At the request of MHR Land, LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 18 square feet, and confirmed that the County's sewer system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted.

**Community Impact:** As per the terms of the agreement, Fulton County retains its full access to maintain its sanitary sewer service line while granting the property owner conditional approval to install stormwater improvements within the County's sewer line easement area.

**Department Recommendation:** The Department of Real Estate and Asset Management, DREAM, accepts the conclusion of the Department of Public Works to formally accept the terms of the Indemnification Agreement and recommends its approval.

**Project Implications:** No negative impacts to sanitary sewer services or access to maintain the County's onsite sanitary sewer line will result by allowing stormwater infrastructure to remain within a portion of the County's sewer easement.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

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

Approval of the Agenda Item does not involve receipt or payment of funding.

After recording return to:  
Michael Graham, Land Administrator  
Fulton County Land Division  
141 Pryor Street, SW, Suite 8021  
Atlanta, GA 30303

Cross Reference

Deed/Plat Book 61163, Page 400  
Deed Book 69643, Page 37

**INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between MHR Land, LLC as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor ( "Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (the "County").

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. 61163      400  
Owner warrants that he is the full and true owner and has clear title to that certain property known as 6000 JONES ROAD, UNION CITY (enter address), and as more fully described in that certain conveyance recorded in Deed Book 1, Page 1 of Fulton County, Georgia records, on which Owner desires to install certain private improvements (the "Private Improvements") as more fully described in Exhibit "A", attached hereto and incorporated herein by reference.

2. 69643      37  
Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one) 1, Page 1 of Fulton County, Georgia records, and hereby grants Owner a License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility, said private improvements as same are more fully described in Exhibit "A" (the "Private Improvements").

3.  
With respect to this License, Owner shall install and construct the Private Improvements in a good and workmanlike manner and in compliance with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management

practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.

4.

This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County.

5.

Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at his sole costs and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.

6.

Fulton County personnel and/or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements.

7.

Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.

8.

Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice to Owner, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's property and is granted a right of entry by Owner on the other portions of Owner's property to effectuate the repair, if necessary.

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused in whole or in part by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement.

10.

Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by it, its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11.

The License conveyed to Owner by this Agreement shall be binding upon Owner, its assigns, affiliates, and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12.

The License conveyed to Owner by this Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13.

All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County  
Director of Public Works  
141 Pryor Street, SW, 6th Floor  
Atlanta, GA 30303

with a copy to: Fulton County  
County Attorney  
Office of the County Attorney  
141 Pryor Street, SW, Suite 4038  
Atlanta, GA 30303

OWNER: MHR Land, LLC  
PO Box 1796  
Monroe, GA 30655

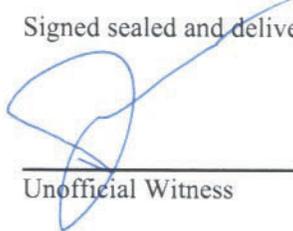
District 7&9F, Section \_\_\_\_\_, Land Lot(s) 142,143,146,147,117

Parcel Number: 07060001420545

IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

Signed sealed and delivered in the presence of

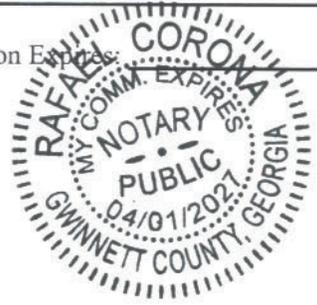


Unofficial Witness



Notary Public  
My Commission Expires:

(Notary Seal)



OWNER MHR Land, LLC



Signature (Authorized Party to Bind Owner Entity)

FRANK DOWNEY, MANAGER  
Signatory's Name and Title (printed)

Owner's Address: PO Box 1796  
Monroe, GA 30655

[Signatures continued on next page.]

Signed, sealed and delivered this \_\_\_\_ day  
of \_\_\_\_\_, 2024 in the  
presence of:

FULTON COUNTY, GEORGIA a political  
subdivision of the State of Georgia

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
[Notarial Seal]

ATTEST:

APPROVED AS TO FORM:

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

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

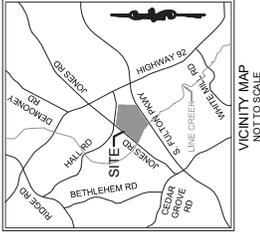
APPROVED AS TO CONTENT:

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

EXHIBIT "A"

# SEWER EASEMENT EXHIBIT FOR: THE PARKS AT PINE VALLEY PHASE 2A

LAND LOTS 142, 143, 146, 147, 117,  
DISTRICT 7 & 9F  
CITY OF UNION CITY, GEORGIA  
FULTON COUNTY PROJECT NO. - 21S-005WR  
CITY OF ATLANTA PROJECT NO. - 21-022UCR  
PARCEL NO. - 07060001420545  
UNION CITY LDP NO. - 21000179



## SURVEY NOTES

- THE FIELDWORK FOR THIS SURVEY WAS COMPLETED JULY 30, 2025 WITH LINEAR AND ANGULAR MEASUREMENTS OBTAINED USING A SPECTRA PRECISION FOCUS 35 ROBOTIC TOTAL STATION & CHAMPION ITO GPS UNIT.
- THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 11,608 FEET, AND AN ANGULAR ERROR OF 03" PER ANGLE. IT WAS A CLOSED LOOP TRAVERSE ADJUSTED USING COMPASS RULE METHOD.
- THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,308,091 FEET USING THE BEARINGS AND DISTANCES SHOWN HEREON.
- NO N.G.S. MONUMENT FOUND WITHIN 500 FEET OF ANY POINT ON THE SUBJECT PROPERTY.
- ALL PROPERTY CORNERS REFERENCED AS "IPS" INDICATE A 1/2" REBAR PLACED WITH CAP STAMPED "FDC\_LSF000995" UNLESS OTHERWISE NOTED.
- FALCON DESIGN CONSULTANTS, L.L.C. AND/OR KEVIN M. BROWN DOES NOT GUARANTEE THAT ALL EASEMENTS AND SUB-SURFACE CONDITIONS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.
- THIS SURVEY IS REFERENCED TO THE NORTH-AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83 (2011)) FOR THE HORIZONTAL DATUM AND THE NORTH AMERICAN VERTICAL DATUM OF 1988 PER THE VIRTUAL REFERENCE SYSTEM CORRECTIONS PROVIDED BY eGPS SOLUTIONS.
- ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
- UTILITIES SHOWN ARE BASED ON ABOVE GROUND EVIDENCE. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. NO CERTIFICATION OR GUARANTEE IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THE UTILITIES OR STRUCTURES SHOWN HEREON. PER GEORGIA LAW THE UNDERGROUND UTILITIES PROTECTION SERVICE MUST BE CALLED PRIOR TO THE COMMENCEMENT OF ANY AND ALL EARTH DISTURBING ACTIVITIES.



9/18/2025

*Kevin M. Brown*  
KEVIN M. BROWN  
REGISTERED LAND SURVEYOR #2960

9/18/25  
DATE

## SURVEYOR'S CERTIFICATE

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL.

FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

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## LEGEND

DB DEED BOOK	L LINE LABEL
PB PLAT BOOK	PKS PK NAIL SET
PG PAGE	SSE SANITARY SEWER EASEMENT
LL LAND LOT	UE UTILITY EASEMENT
OTP OPEN TOP PIPE	REF REFERENCE
RB REBAR	C/O SEWER CLEAN OUT
IPF IRON PIN FOUND	SQ. FT. SQUARE FOOT
IPS 1/2" REBAR W/IC FDC 000995	IRON PIN FOUND
CTP CRIMP TOP PIPE	IRON PIN SET
C&G CURB & GUTTER	CALCULATED POINT
R/W RIGHT OF WAY	POWER POLE
N/F NOW OR FORMERLY	FIRE HYDRANT
-E- OVERHEAD POWER LINE	WATER VALVE
CMP CORRUGATED METAL PIPE	WATER METER
SWMF STORMWATER MANAGEMENT FACILITY	JUNCTION BOX
TBM TEMPORARY BENCHMARK	SANITARY SEWER MANHOLE
POB POINT OF BEGINNING	DROP INLET
POC POINT OF COMMENCEMENT	R/W MONUMENT
RCP REINFORCED CONCRETE PIPE	SINGLE WING CATCH BASIN
PVC POLYVINYL CHLORIDE PIPE	DOUBLE WING CATCH BASIN
HDPE HIGH DENSITY POLYETHYLENE PIPE	HEADWALL
P PROPERTY LINE	FLARED END SECTION
C CENTERLINE	GAS METER
ID IDENTIFICATION	GAS VALVE
B.S.L. BUILDING SETBACK LINE	ELECTRIC TRANSFORMER
BOC BACK OF CURB	TELEPHONE PEDESTAL
C CURVE LABEL	LIGHT POST
CI CURB INLET	CONCRETE
DE DRAINAGE EASEMENT	
EOP EDGE OF PAVEMENT	
FH FIRE HYDRANT	
B.A. BUILDABLE AREA	

SEWER EASEMENT EXHIBIT  
FOR  
**THE PARKS AT PINE VALLEY PHASE 2A**  
LOCATED IN:  
L.L. 142, 143, 146, 147, 117, 7TH & 9F DIST.  
FULTON COUNTY, GEORGIA

REVISIONS

1.	
2.	
3.	
4.	

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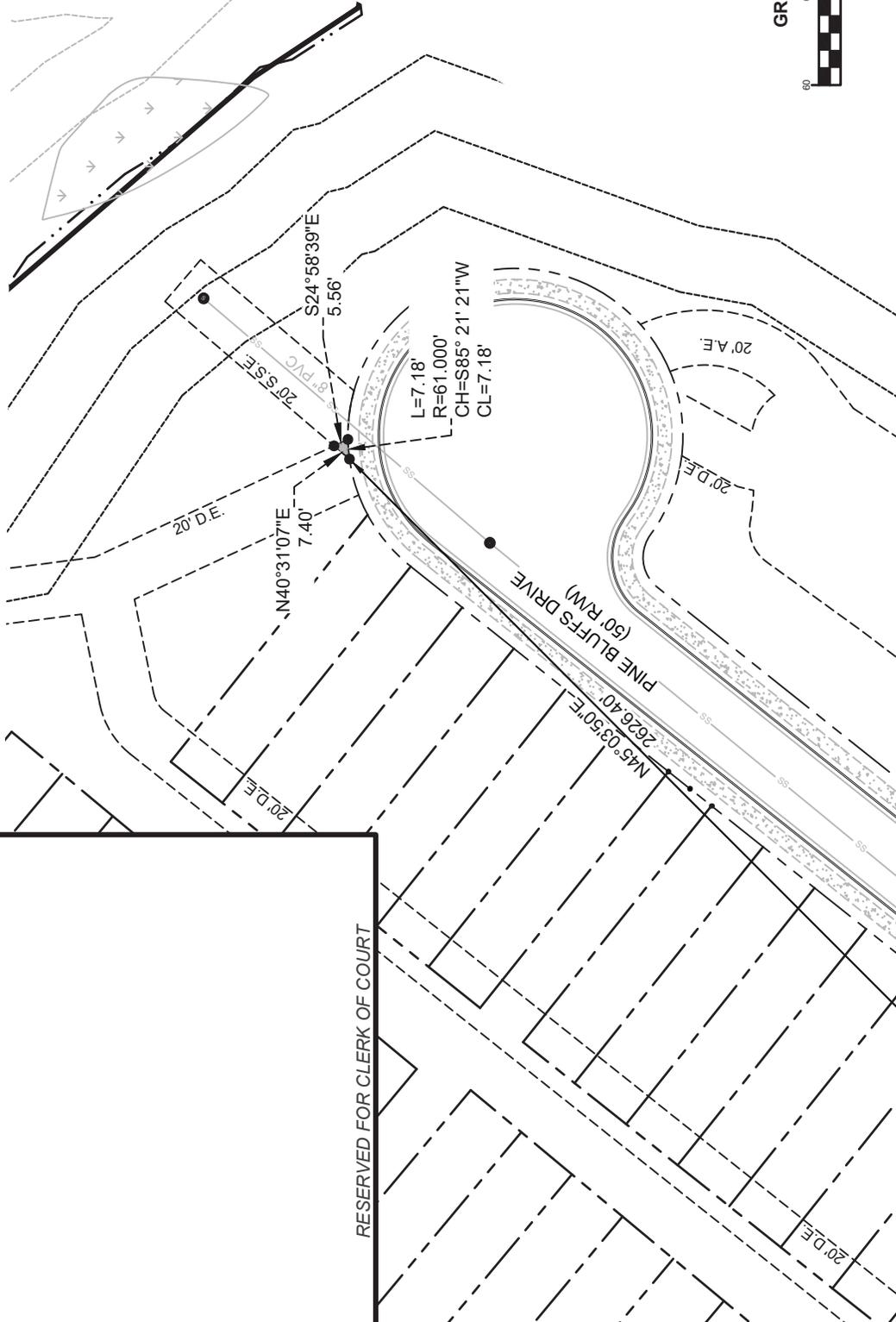
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LAND PLANNING  
LAND SURVEYING  
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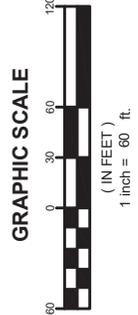
STORM EASEMENT ENCROACHMENT



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9/18/2025



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SEWER EASEMENT EXHIBIT FOR THE PARKS AT PINE VALLEY PHASE 2A LOCATED IN: L.L. 142,143,146,147,117, 7TH & 9F DIST. FULTON COUNTY, GEORGIA

REVISIONS

1.	
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3.	
4.	

Know what's below  
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SHEET NUMBER  
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LAND SURVEYING  
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LANDSCAPE ARCHITECT

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PH. (770) 752-7978

STOCKBRIDGE OFFICE  
STOCKBRIDGE, GEORGIA 30281  
PH. (770) 858-8666 | Fax. (770) 858-8665

CUMMING OFFICE  
CUMMING, GEORGIA 30008  
PH. (678) 807-7100  
www.fdc-llc.com

PARKS AT PINE VALLEY SEWER EASEMENT PHASE 2A  
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 142, 143 AND 146, 7TH LAND DISTRICT, FULTON COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING AT A 1/2 INCH REBAR SET AT THE SOUTHERLY BOUNDARY LINE  
THENCE ALONG A SURVEY TIE LINE, NORTH 45 DEGREES 03 MINUTES 50 SECONDS EAST, 2626.40 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF  
BEGINNING.**

THENCE, NORTH 40 DEGREES 31 MINUTES 07 SECONDS EAST, 88.40 FEET TO A POINT;

THENCE, SOUTH 49 DEGREES 28 MINUTES 53 SECONDS EAST, 20.00 FEET TO A POINT;

THENCE, SOUTH 40 DEGREES 31 MINUTES 07 SECONDS WEST, 73.48 FEET TO A POINT;

THENCE, 25.13 FEET ALONG A CURVE (SAID CURVE HAVING A RADIUS OF 61.00 FEET AND A CHORD BEARING NORTH 86 DEGREES 12 MINUTES 48 SECONDS WEST, 24.96 FEET) TO A POINT; **SAID POINT BEING THE TRUE POINT OF BEGINNING.**

SAID TRACT OR PARCEL CONTAINING 0.04 ACRES (1,597 SQUARE FEET).

ALONG WITH;

PARKS AT PINE VALLEY SEWER EASEMENT PHASE 2A  
STORM ENCROACHMENT  
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 142, 143 AND 146, 7TH LAND DISTRICT, FULTON COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING AT A 1/2 INCH REBAR SET AT THE SOUTHERLY BOUNDARY LINE  
THENCE ALONG A SURVEY TIE LINE, NORTH 45 DEGREES 03 MINUTES 50 SECONDS EAST, 2626.40 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF  
BEGINNING.**

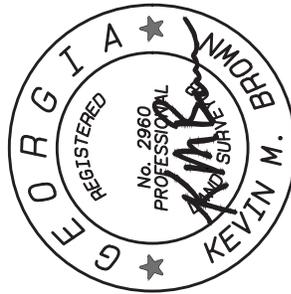
THENCE, NORTH 40 DEGREES 31 MINUTES 07 SECONDS EAST, 7.40 FEET TO A POINT;

THENCE, SOUTH 24 DEGREES 58 MINUTES 39 SECONDS EAST, 5.56 FEET TO A POINT;

THENCE, 7.18 FEET ALONG A CURVE (SAID CURVE HAVING A RADIUS OF 61.00 FEET AND A CHORD BEARING NORTH 85 DEGREES 21 MINUTES 21 SECONDS WEST, 7.18 FEET) TO A POINT; **SAID POINT BEING THE TRUE POINT OF BEGINNING.**

SAID TRACT OR PARCEL CONTAINING 0.0004 ACRES (18 SQUARE FEET).

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9/18/2025

CIVIL ENGINEERING LAND PLANNING LAND SURVEYING

CONSTRUCTION MANAGEMENT LANDSCAPE ARCHITECT

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PH (770) 752-7978

CUMMING OFFICE  
CUMMING, GEORGIA 30008  
PH (678) 807-7100

SEWER EASEMENT EXHIBIT  
FOR  
THE PARKS AT  
PINE VALLEY PHASE 2A  
LOCATED IN:  
L.L. 142, 143, 146, 147, 117, 7TH & 9F DIST.  
FULTON COUNTY, GEORGIA

REVISIONS	
1.	
2.	
3.	
4.	

Know what's below  
Call before you dig  
UTILITIES PROTECTION CENTER  
1 (800) 282-2411 THROUGHOUT GEORGIA  
OR DIAL 811

DATE:	9-18-25
SCALE:	1" = 60'
FILE NUMBER:	129.016
DRAWN BY:	OPOPP

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

SHEET NUMBER  
**1.2**

FALCON DESIGN CONSULTANTS, LLC. ALL RIGHTS ARE RESERVED. ANY POSSESSION, REPRODUCTION OR OTHER USE OF THIS DOCUMENT WITHOUT PRIOR WRITTEN PERMISSION FROM FALCON DESIGN CONSULTANTS, LLC. IS EXPRESSLY PROHIBITED.





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 26-0142

**Meeting Date:** 3/18/2026

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### Department

Real Estate and Asset Management

### Requested Action

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement between Fulton County, a political subdivision of the State of Georgia, and CHIPT Atlanta Buffington, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 3600 Buffington Center, South Fulton, Georgia 30349.

### Requirement for Board Action

Fulton County is authorized to grant an encroachment on its sewer easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]."

### 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:** CHIPT Atlanta Buffington, LLC, the owner of the real property located at 3600 Buffington Center, South Fulton, Georgia 30349, has requested the conditional approval of the Fulton

County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within the County's existing sewer line easement area.

In accordance with County Policy and the Statute of Frauds, all amendments and edits to contractual agreements involving Fulton County are required to be in writing and approved by the Fulton County Board of Commissioners.

The purpose of the Indemnification Agreement is to formally affirm the terms of Fulton County's conditional approval of an encroachment(s) of private improvements within the County's sewer line easement area.

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's sewer line easement as referenced and recorded in Deed Book 69737, Page 301.

At the request of CHIPT Atlanta Buffington LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 258 square feet, and confirmed that the County's sewer system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted.

**Community Impact:** As per the terms of the agreement, Fulton County retains its full access to maintain its sanitary sewer service line while granting the property owner conditional approval to install stormwater improvements within the County's sewer line easement area.

**Department Recommendation:** The Department of Real Estate and Asset Management, DREAM, accepts the conclusion of the Department of Public Works to formally accept the terms of the Indemnification Agreement and recommends its approval.

**Project Implications:** No negative impacts to sanitary sewer services or access to maintain the County's onsite sanitary sewer line will result by allowing stormwater infrastructure to remain within a portion of the County's sewer easement

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

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

Approval of the Agenda Item does not involve receipt or payment of funding.

After recording return to:  
Michael Graham, Land Administrator  
Fulton County Land Division  
141 Pryor Street, SW, Suite 8021  
Atlanta, GA 30303

Cross Reference

Deed/Plat Book 65401, Page 640  
Deed Book 69737, Page 301

**INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT**

THIS AGREEMENT, made this 22nd day of January, 2026, between CHIPT Atlanta Buffington, L.L.C. as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor (“Owner”), and FULTON COUNTY, a political subdivision of the State of Georgia (the “County”).

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. 65401 640

Owner warrants that he is the full and true owner and has clear title (subject to all encumbrances, easements, and matters recorded in the Real Property Records of Fulton County, Georgia) to that certain property known as 3600 Buffington Center, Atlanta, GA (enter address), and as more fully described in that certain conveyance recorded in Deed Book         , Page          of Fulton County, Georgia records, on which Owner desires to install certain private improvements (the “Private Improvements”) as more fully described in Exhibit “A”, attached hereto and incorporated herein by reference.

2. 69737 301

Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one)         , Page          of Fulton County, Georgia records, and hereby grants Owner a License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility, said private improvements as same are more fully described in Exhibit “A” (the “Private Improvements”).

3.

With respect to this License, Owner shall install and construct the Private Improvements in a good and workmanlike manner and in compliance with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.

4.

This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at will by the County or otherwise terminated in accordance with this Agreement.

5.

Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at his sole costs and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.

6.

Fulton County personnel and/or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements.

7.

Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.

8.

Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke, as reasonably necessary to address such emergency, the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice to Owner, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's property and is granted a right of entry by Owner on the other portions of Owner's property to effectuate the repair, if necessary.

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused in whole or in part by the negligent act, negligent

omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement.

10.

Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by it, its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11.

The License conveyed to Owner by this Agreement shall be binding upon Owner, its assigns, affiliates, and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12.

The License conveyed to Owner by this Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13.

All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County  
Director of Public Works  
141 Pryor Street, SW, 6th Floor  
Atlanta, GA 30303

with a copy to: Fulton County  
County Attorney  
Office of the County Attorney  
141 Pryor Street, SW, Suite 4038  
Atlanta, GA 30303

OWNER: CHIPT Atlanta Buffington, L.L.C.  
3715 Northside Parkway, Bldg 200, Suite 800  
Atlanta, GA 30327  
District 55, Section \_\_\_\_\_, Land Lot(s) 577

Parcel Number: 13 0064 LL0577

IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

Signed sealed and delivered in the presence of

*WZ* *TH*  
CHIPT Atlanta Buffington, L.L.C.,  
a Delaware limited liability company

By: CHI Southeast 115 Buffington, L.P.,  
a Delaware limited partnership,  
its managing member

*[Signature]*  
\_\_\_\_\_  
Unofficial Witness

By: CHI LTH GP, L.L.C.,  
a Delaware limited liability company,  
its general partner

*Haley Girardeau*  
\_\_\_\_\_  
Notary Public  
My Commission Expires: *01-15-29*

By: *[Signature]*  
\_\_\_\_\_  
John Bateman, Vice President

(Notary Seal)

Owner's Address:  
3715 Northside Parkway, Bldg. 200, Ste 800  
Atlanta, GA 30327



[Signatures continued on next page.]

Signed sealed and delivered this \_\_\_\_ day of \_\_\_\_\_, 2025 in the presence of:

FULTON COUNTY, GEORGIA a political subdivision of the State of Georgia

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
[Notarial Seal]

APPROVED AS TO FORM:

ATTEST:

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

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

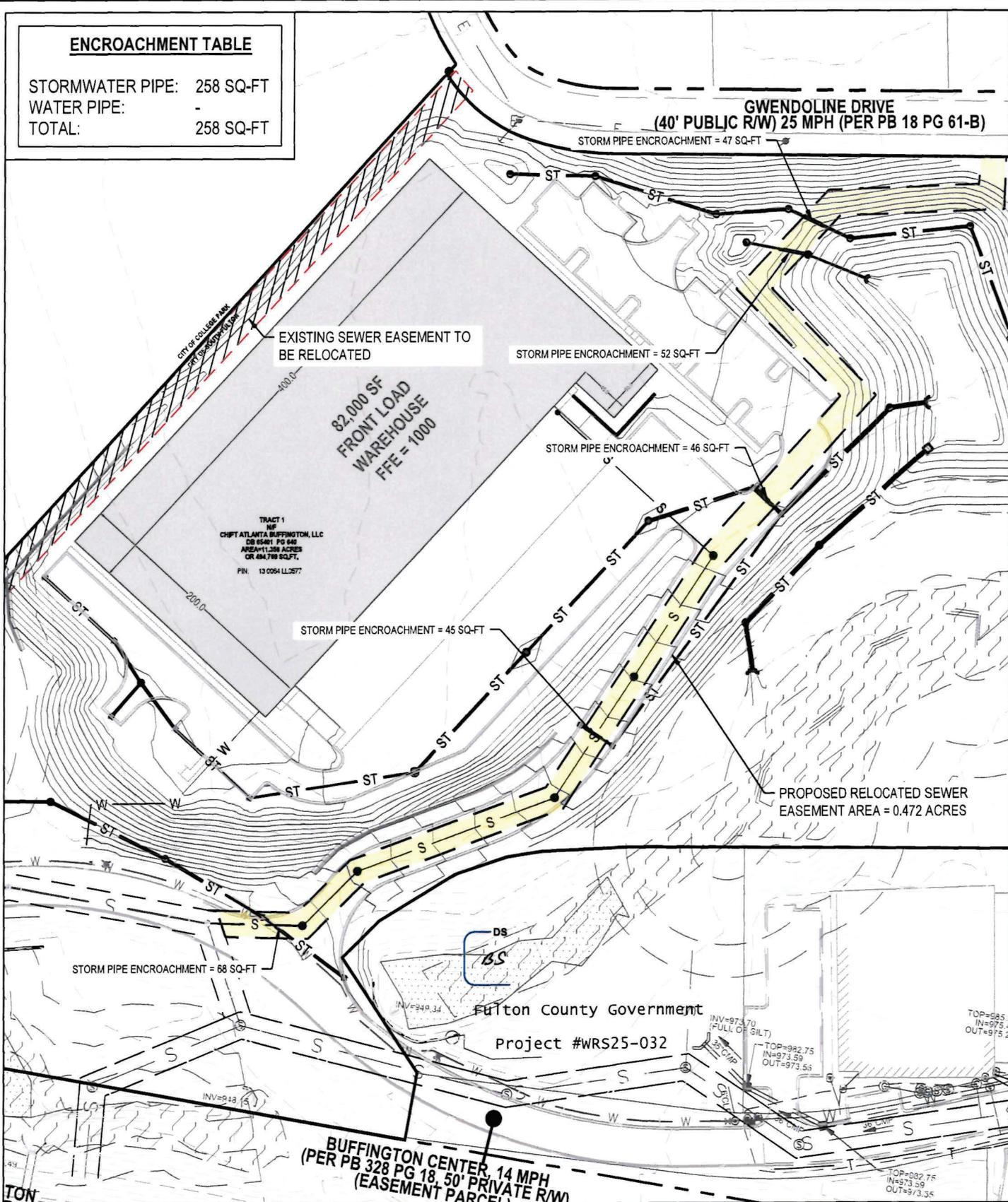
APPROVED AS TO CONTENT:

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

EXHIBIT "A"

**ENCROACHMENT TABLE**

STORMWATER PIPE:	258 SQ-FT
WATER PIPE:	-
TOTAL:	258 SQ-FT



EXISTING SEWER EASEMENT TO BE RELOCATED

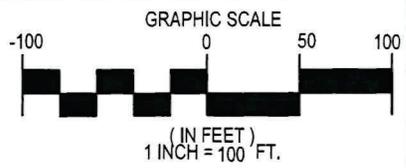
82,000 SF  
FRONT LOAD  
WAREHOUSE  
FFE = 1000

**GWENDOLINE DRIVE**  
(40' PUBLIC R/W) 25 MPH (PER PB 18 PG 61-B)

TRACT 1  
MF  
CHIPT ATLANTA BUFFINGTON, LLC  
DB 6541 PG 646  
AREA=11.288 ACRES  
OR 494,799 SQ.FT.  
PIN: 13 0054 LL327

Fulton County Government  
Project #WRS25-032

**BUFFINGTON CENTER, 14 MPH**  
(PER PB 328 PG 18, 50' PRIVATE R/W  
(EASEMENT PARCEL))



**OWNER/DEVELOPER (PRIMARY GRANTOR):**  
 CHIPT ATLANTA BUFFINGTON LLC  
 3715 NORTHSIDE PKWY JOHN BATEMAN  
 BUILDING 200, SUITE 800 JBATEMAN  
 ATLANTA, GA @CROWHOLDINGS.COM  
 30327 214-244-4008

**BUFFINGTON CENTER PHASE II  
SEWER EASEMENT  
EXHIBIT "A"**  
 3600 BUFFINGTON CENTER PLACE  
 CITY OF SOUTH FULTON, GA





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 26-0143

**Meeting Date:** 3/18/2026

---

### Department

Real Estate and Asset Management

### Requested Action

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement between Fulton County, a political subdivision of the State of Georgia, and SWVP Alpharetta LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 5555 Windward Parkway, Alpharetta, Georgia 30004.

### Requirement for Board Action

Fulton County is authorized to grant an encroachment on its sewer easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]."

### 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:** SWVP Alpharetta LLC, the owner of real property located at 5555 Windward

Parkway, Alpharetta, GA 30004, has requested the conditional approval of the Fulton County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within the County's existing sewer line easement area.

In accordance with County Policy and the Statute of Frauds, all amendments and edits to contractual agreements involving Fulton County are required to be in writing and approved by the Fulton County Board of Commissioners.

The purpose of the Indemnification Agreement is to formally affirm the terms of Fulton County's conditional approval of an encroachment(s) of private improvements within an existing Fulton County sewer line easement area.

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's sewer line easement as referenced and recorded in Deed Book 69740, Page 250.

At the request of SWVP Alpharetta LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 866 square feet, and confirmed that the County's sewer system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted.

**Community Impact:** As per the terms of the agreement, Fulton County retains its full access to maintain its sanitary sewer service line while granting the property owner the conditional approval to install stormwater improvements within the County's sewer line easement area.

**Department Recommendation:** The Department of Real Estate and Asset Management, DREAM, accepts the conclusion of the Department of Public Works to formally accept the terms of the Indemnification Agreement and recommends its approval.

**Project Implications:** No negative impacts to sanitary sewer services or access to maintain the County's onsite sanitary sewer line will result by allowing stormwater infrastructure to remain within a portion of the County's sewer easement.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

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

Approval of the Agenda Item does not involve receipt or payment of funding.

After recording return to:  
Michael Graham, Land Administrator  
Fulton County Land Division  
141 Pryor Street, SW, Suite 8021  
Atlanta, GA 30303

Cross Reference

Deed/Plat Book 63026, Page 172  
Deed Book 69740, Page 250

### INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this 22nd day of January, 2026, between SWVP Alpharetta LLC as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor ( "Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (the "County").

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. 63026 172  
Owner warrants that he is the full and true owner and has clear title to that certain property known as 5555 Windward Parkway, Alpharetta, GA 30004 (enter address), and as more fully described in that certain conveyance recorded in Deed Book   , Page    of Fulton County, Georgia records, on which Owner desires to install certain private improvements (the "Private Improvements") as more fully described in Exhibit "A", attached hereto and incorporated herein by reference.

2. 69740 250  
Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one)   , Page    of Fulton County, Georgia records, and hereby grants Owner a License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility, said private improvements as same are more fully described in Exhibit "A" (the "Private Improvements").

3.  
With respect to this License, Owner shall install and construct the Private Improvements in a good and workmanlike manner and in compliance with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management

practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.

4.

This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County.

5.

Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at his sole costs and return the area to its natural vegetative state. *If during the term of this License, the area containing the Private Improvements is condemned by the County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.*

6.

Fulton County personnel and/or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements.

7.

Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.

8.

Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice to Owner, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must *cure all defects specified by the County in its notice and within the time reasonably specified by the County.* Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's property and is granted a right of entry by Owner on the other portions of Owner's property to effectuate the repair, if necessary.

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused in whole or in part by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement.

10.

Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by it, its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11.

The License conveyed to Owner by this Agreement shall be binding upon Owner, its assigns, affiliates, and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12.

The License conveyed to Owner by this Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13.

All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County  
Director of Public Works  
141 Pryor Street, SW, 6th Floor  
Atlanta, GA 30303

with a copy to: Fulton County  
County Attorney  
Office of the County Attorney  
141 Pryor Street, SW, Suite 4038  
Atlanta, GA 30303

OWNER: SWVP Alpharetta LLC  
5555 Windward Parkway  
Alpharetta, GA 30004  
District 2nd, Section 2nd, Land Lot(s) 1186, 1187, 1190, & 1191  
Parcel Number: 22 529011910520

IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

OWNER SWVP Alpharetta LLC

Signed sealed and delivered in the presence of

*Wanda Naussal*  
Unofficial Witness

*Cary Mack*  
Signature (Authorized Party to Bind Owner Entity)

Notary Public  
My Commission Expires: \_\_\_\_\_

**Cary Mack**  
**Authorized Representative**

(Notary Seal)

\_\_\_\_\_  
Signatory's Name and Title (printed)

Owner's Address: \_\_\_\_\_

5555 Windward Parkway, Alpharetta, GA 30004

See Attached Certificate

[Signatures continued on next page.]



Signed, sealed and delivered this \_\_\_\_ day  
of \_\_\_\_\_, 2024 in the  
presence of:

FULTON COUNTY, GEORGIA a political  
subdivision of the State of Georgia

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
[Notarial Seal]

APPROVED AS TO FORM:

ATTEST:

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

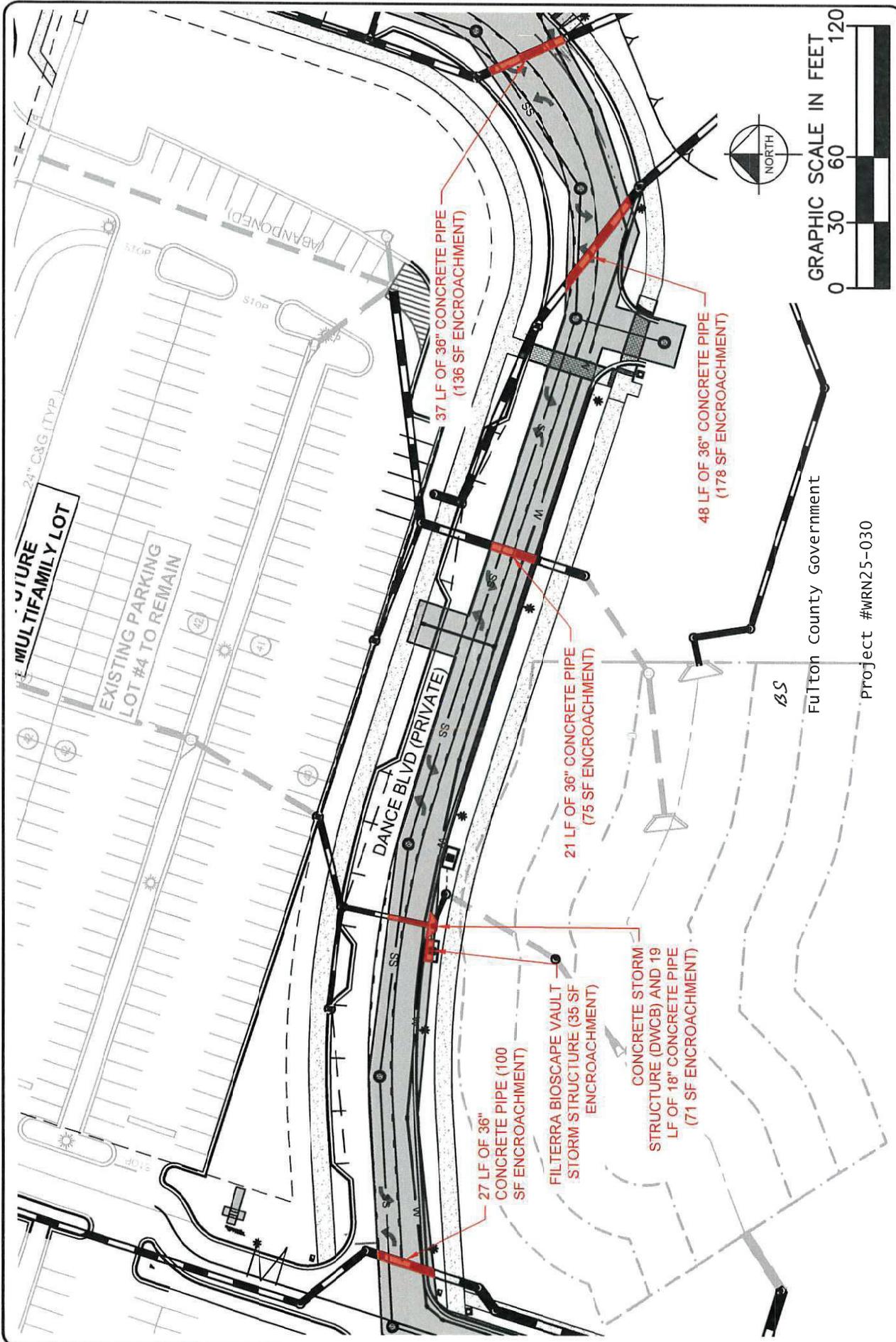
\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

APPROVED AS TO CONTENT:

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

EXHIBIT "A"





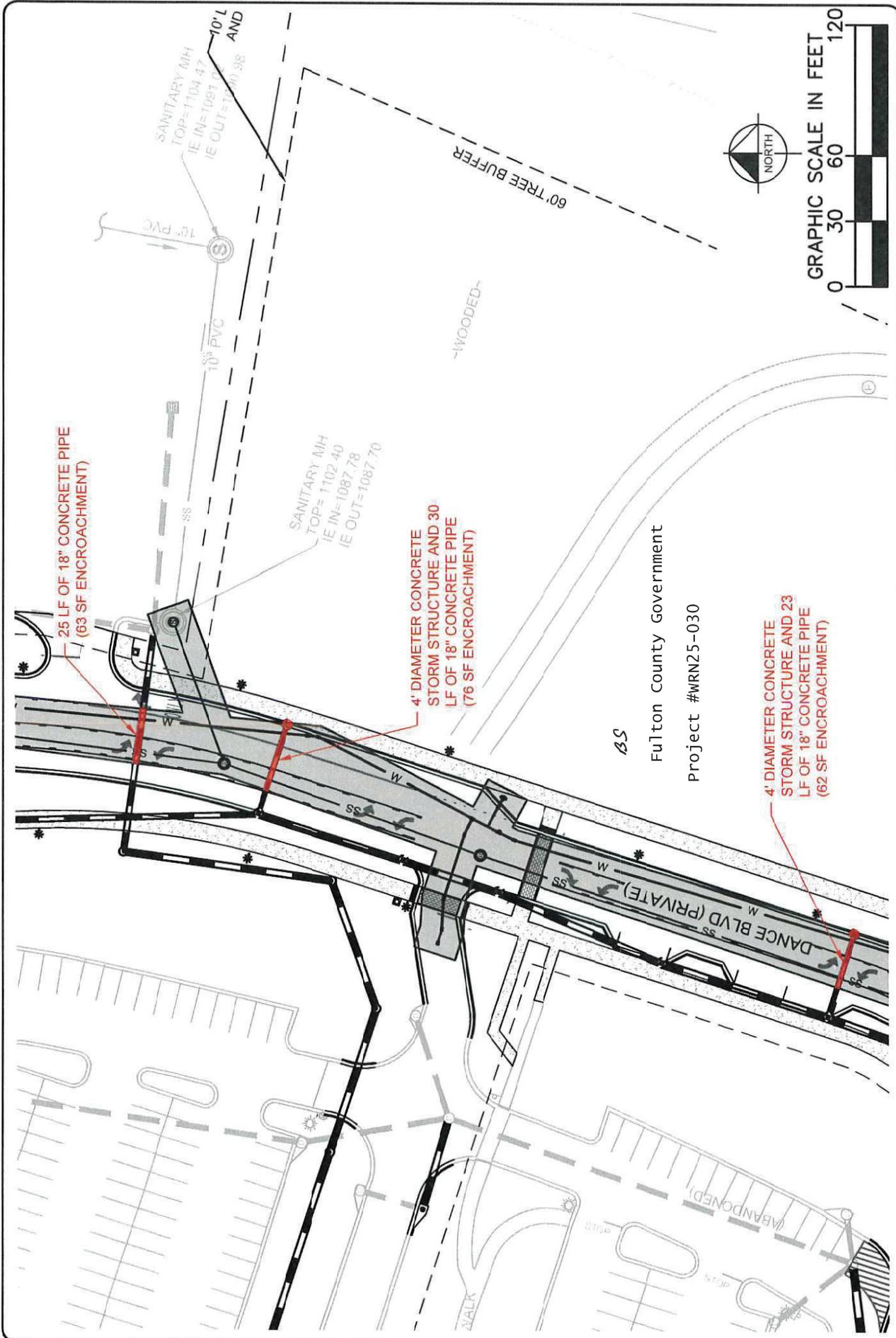
JOB NUMBER:	014502000
SCALE:	1" = 60'
DATE:	10/02/2025
SHEET:	EXHIBIT A

CLIENT:  
**SWWP ALPHARETTA  
 LLC**

PROJECT:  
**CONTINUUM  
 ALPHARETTA -  
 INFRASTRUCTURE**

TITLE:  
**SEWER  
 INDEMNIFICATION  
 AGREEMENT**  
 PARCEL: 22 529011910520

**Kimley»»Horn**  
 1200 PEACHTREE STREET NE  
 SUITE 800  
 ATLANTA, GEORGIA 30309  
 PHONE: (404) 419-8700 | www.kimley-horn.com



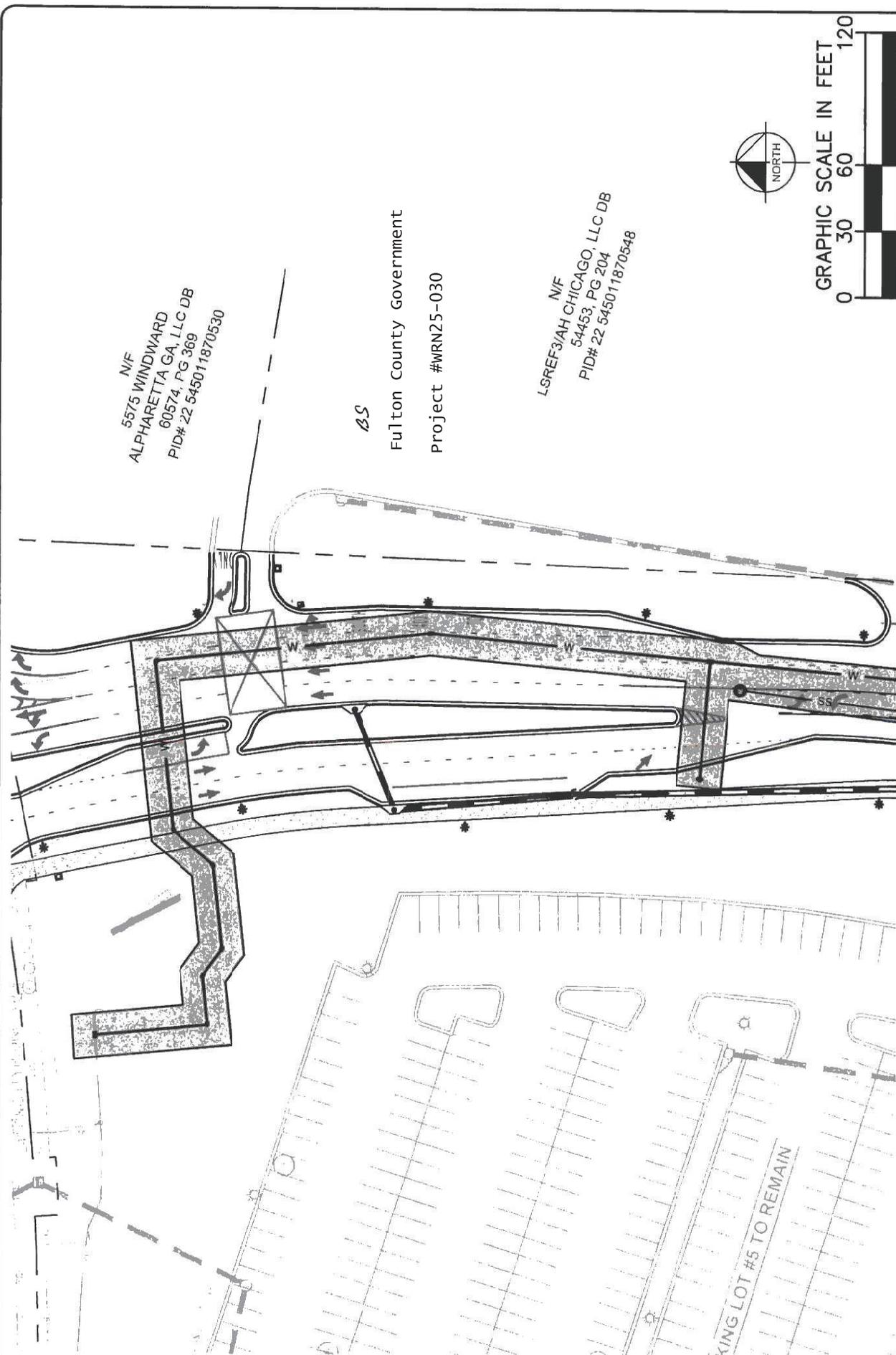
JOB NUMBER:	014502000
SCALE:	1" = 60'
DATE:	10/02/2025
SHEET:	EXHIBIT A

CLIENT:  
**SWWP ALPHARETTA  
 LLC**

PROJECT:  
**CONTINUUM  
 ALPHARETTA -  
 INFRASTRUCTURE**

TITLE:  
**SEWER  
 INDEMNIFICATION  
 AGREEMENT**  
 PARCEL: 22 529011910520

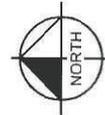
**Kimley»»Horn**  
 1200 PEACHTREE STREET NE  
 SUITE 800  
 ATLANTA, GEORGIA 30309  
 PHONE: (404) 519-8700 | www.kimley-horn.com



N/F  
5575 WINDWARD  
ALPHARETTA GA, LLC DB  
PID# 22 545011870530

BS  
Fulton County Government  
Project #WRN25-030

N/F  
LSREF3/AH CHICAGO, LLC DB  
54453, PG 204  
PID# 22 545011870548



JOB NUMBER: 014502000  
SCALE: 1" = 60'  
DATE: 10/02/2025  
SHEET: EXHIBIT A

CLIENT:  
SWP ALPHARETTA  
LLC

PROJECT:  
CONTINUUM  
ALPHARETTA -  
INFRASTRUCTURE

TITLE: SEWER  
INDEMNIFICATION  
AGREEMENT  
PARCEL: 22 529011910520

**Kimley»»Horn**  
1200 PEACHTREE STREET NE  
SUITE 500  
ATLANTA, GEORGIA 30309  
PHONE: (404) 419-8700 www.kimley-horn.com





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 26-0144

**Meeting Date:** 3/18/2026

---

### Department

Real Estate and Asset Management

### Requested Action

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement between Fulton County, a political subdivision of the State of Georgia, and SWVP Alpharetta LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 5555 Windward Parkway, Alpharetta, Georgia 30004.

### Requirement for Board Action

Fulton County is authorized to grant an encroachment on its water line easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]."

### 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:** SWVP Alpharetta LLC, the owner of the real property located at 5555 Windward Parkway, Alpharetta, Georgia 30004, has requested the conditional approval of the Fulton County

Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within the County's existing water line easement area.

In accordance with County Policy and the Statute of Frauds, all amendments and edits to contractual agreements involving Fulton County are required to be in writing and approved by the Fulton County Board of Commissioners.

The purpose of the Indemnification Agreement is to formally affirm the terms of Fulton County's conditional approval of an encroachment(s) of private improvements within an existing Fulton County water line easement area.

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's water line easement as referenced and recorded in Deed Book 69740, Page 255.

At the request of SWVP Alpharetta LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 866 square feet, and confirmed that the County's water system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted

**Community Impact:** As per the terms of the agreement, Fulton County retains its full access to maintain its water service line while granting the property owner the conditional approval to install stormwater infrastructure within the County's water line easement area.

**Department Recommendation:** The Department of Real Estate and Asset Management, DREAM, accepts the conclusion of the Department of Public Works to accept the terms in the Indemnification Agreement and recommends its approval

**Project Implications:** Approval of this Agreement will not impact water services or Fulton County's access to the onsite water service line for necessary maintenance.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

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

Approval of the Agenda Item does not involve the receipt or payment of funding.

After recording return to:  
Michael Graham, Land Administrator  
Fulton County Land Division  
141 Pryor Street, SW, Suite 8021  
Atlanta, GA 30303

Cross Reference

Plat Book 63026, Page 172  
Deed Book 69740, Page 255

**INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT**

THIS AGREEMENT, made this 22nd day of January, 2026, between SWVP Alpharetta LLC as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor (hereinafter, as "Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, "the County").

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. 

69740      255

Fulton County grants Owner, "the License" to enter within a portions of its water main easement as referenced in and recorded at Plat Book     page     of Fulton County, Georgia records, as more fully described in Exhibit "A" which is attached hereto and incorporated herein, to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility private improvements as same is more fully described in Exhibit "A".
2. 

With respect to this License, Owner shall install and construct the Private Improvements in a manner which complies with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.
3. 

This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County.
4. 

Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at his sole costs and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.
5. 

Owner shall perform all work on the Private Improvements in a good and workmanlike manner and in compliance with all applicable governmental, laws, ordinances, and regulations.
6. 

Fulton County personnel and /or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public

Standard Water Indemnification Agreement 08.2024

improvements when needed to protect the health, safety and general welfare of the public.

7.

Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.

8.

Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's property and is granted a right of entry by Owner on the other portions of Owner's property to effectuate the repair, if necessary.

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused solely by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement. Owner, further warrants that he is the full and true owner and has clear title to the property in which the Private Improvements will be made, as is defined in Exhibit "A", attached hereto and incorporated herein by reference.

10.

Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11.

This License and Agreement shall be binding upon Owner, his assigns, affiliates, and successors and to the extent allowed by law, upon Fulton County. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provisions of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12.

This License and Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13.

All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (I) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County  
Director of Public Works  
141 Pryor Street, SW, 6th Floor  
Atlanta, GA. 30303

with a copy to: County Attorney  
Office of the County Attorney  
141 Pryor Street, SW, Suite 4038  
Atlanta, GA. 30303

OWNER: SWVP Alpharetta LLC  
5555 Windward Parkway  
Alpharetta, GA 30004

Re: 2nd District 2nd Section, Land Lot(s) 1186, 1187,  
1190, 1191

Parcel Number: 22 529011910520

IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

OWNER SWVP Alpharetta LLC

Signed sealed and delivered in the presence of

  
Unofficial Witness Maria Higuera

  
Signature (Authorized Party to Bind Owner Entity)  
**Cary Mack**  
**Authorized Representative**

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Signatory's Name and Title (printed)

(Notary Seal)

Owner's Address: \_\_\_\_\_

(Notary Stamp)

5555 Windward Pkwy, Alpharetta GA 30004

**See Attached Certificate**

[Signatures continued on next page.]

CALIFORNIA ACKNOWLEDGMENT

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

STATE OF CALIFORNIA    )  
  ) SS.  
COUNTY OF SAN DIEGO    )

On December 15, 2025, before me, Mayra Mariscal, Notary Public, personally appeared Cary Mack who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature           Mayra Mariscal          

(Seal)

Signed, sealed and delivered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in the presence of:

FULTON COUNTY, GEORGIA a political subdivision of the State of Georgia

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
[Notarial Seal]

APPROVED AS TO FORM

ATTEST:

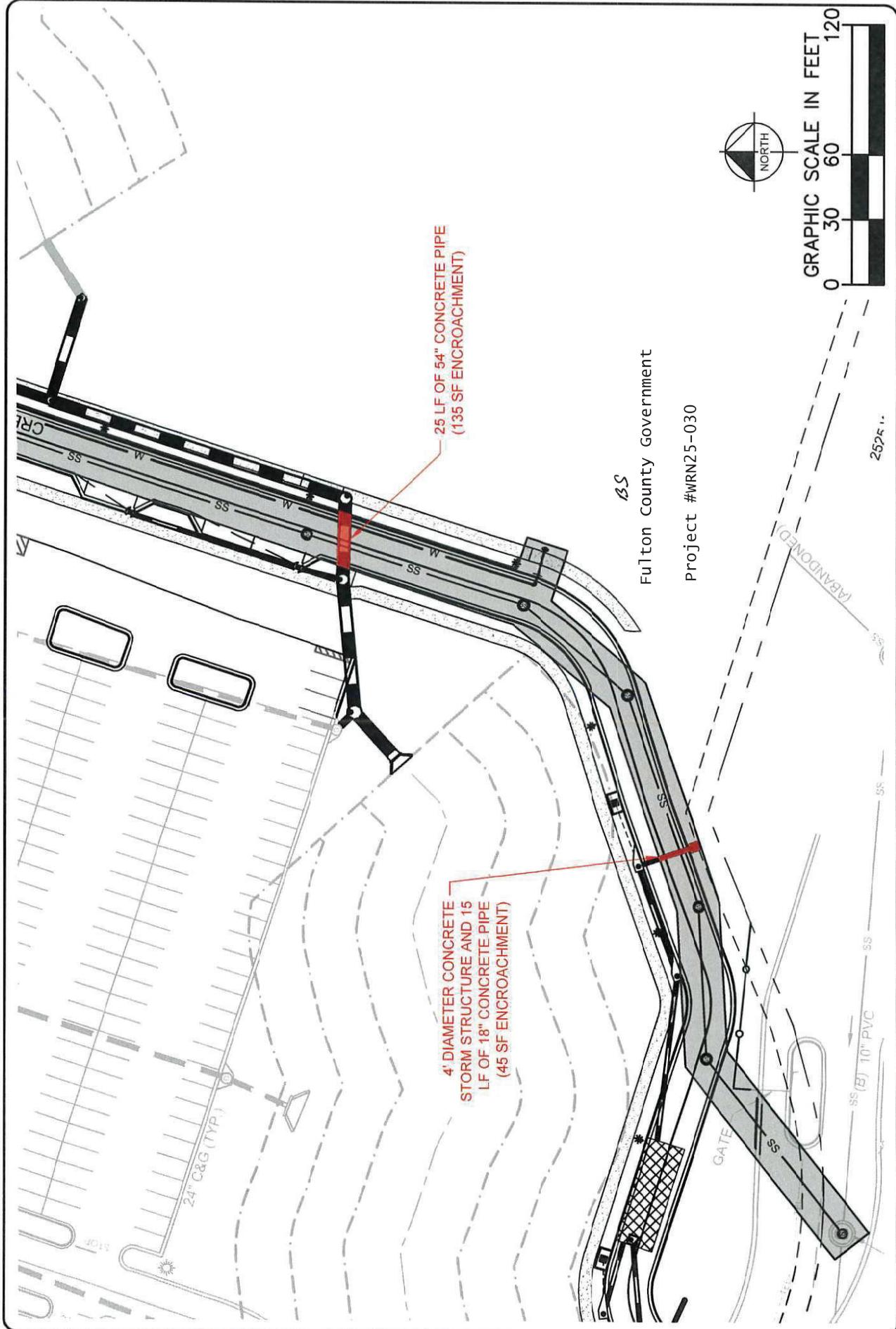
\_\_\_\_\_  
Y. Soo Jo, County Attorney

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

APPROVED AS TO CONTENT:

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

EXHIBIT "A"



25 LF OF 54" CONCRETE PIPE  
(135 SF ENCROACHMENT)

4' DIAMETER CONCRETE  
STORM STRUCTURE AND 15  
LF OF 18" CONCRETE PIPE  
(45 SF ENCROACHMENT)

AS  
Fulton County Government  
Project #WRN25-030



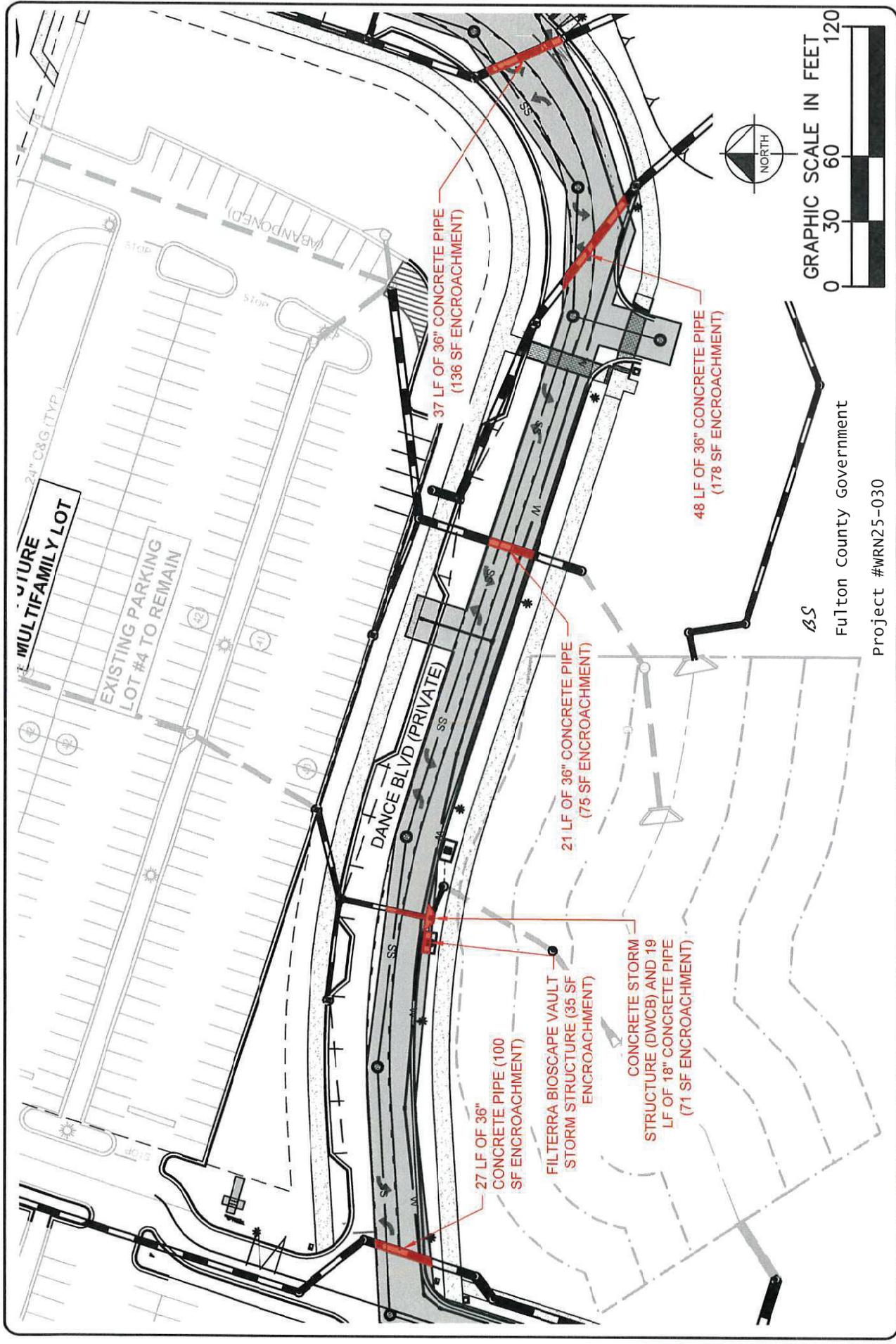
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SCALE:	1" = 60'
DATE:	10/02/2025
SHEET:	EXHIBIT A

CLIENT:  
**SWWP ALPHARETTA  
LLC**

PROJECT:  
**CONTINUUM  
ALPHARETTA -  
INFRASTRUCTURE**

TITLE:  
**WATER  
INDEMNIFICATION  
AGREEMENT**  
PARCEL: 22 529011910520

**Kimley»Horn**  
1200 PEACHTREE STREET NE  
SUITE 600  
ATLANTA, GEORGIA 30309  
PHONE: (404) 519-8700 | www.kimley-horn.com



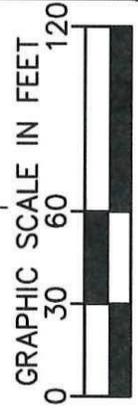
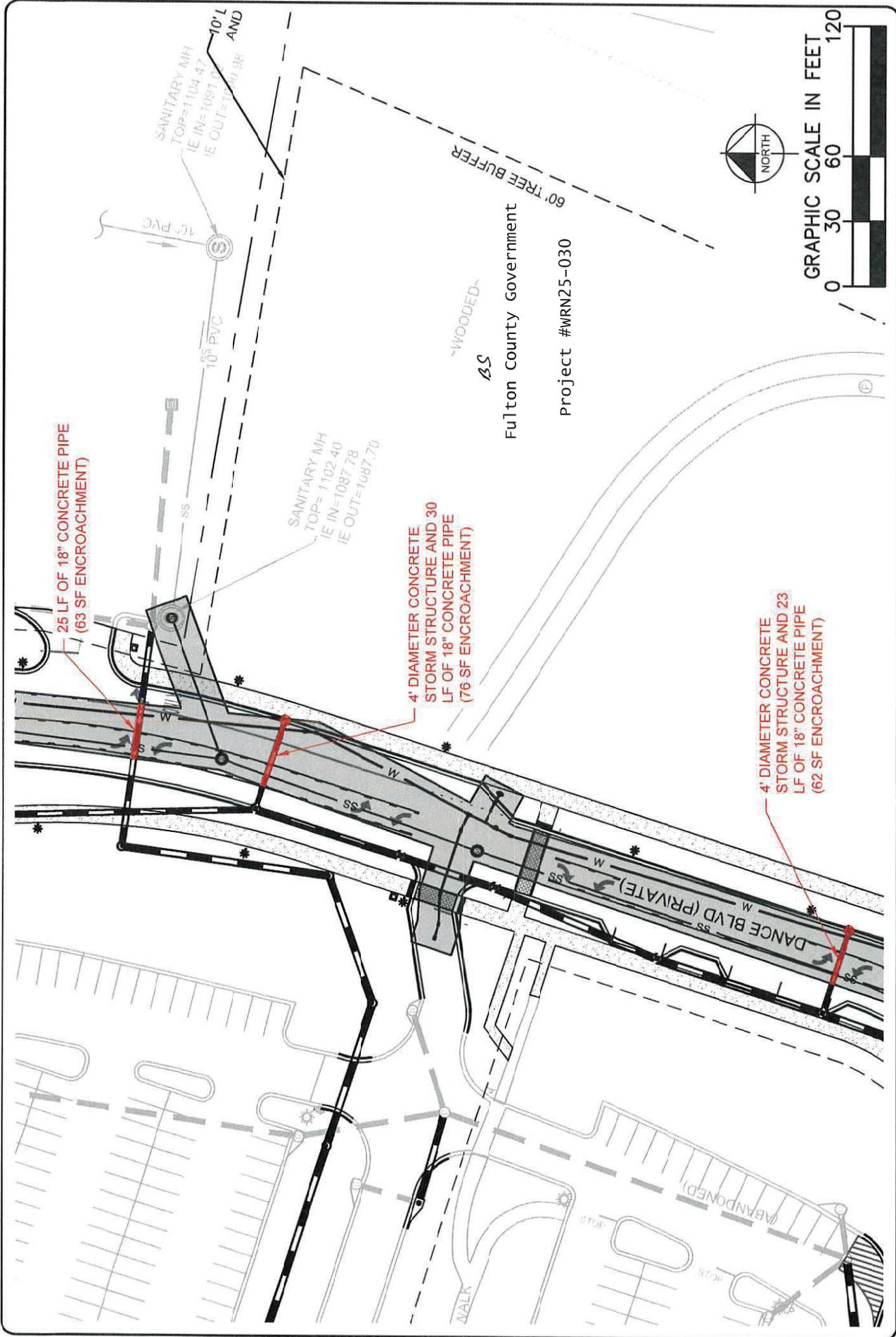
JOB NUMBER:	014502000
SCALE:	1" = 60'
DATE:	10/02/2025
SHEET:	EXHIBIT A

CLIENT:  
**SWP ALPHARETTA LLC**

PROJECT:  
**CONTINUUM ALPHARETTA - INFRASTRUCTURE**

TITLE:  
**WATER INDEMNIFICATION AGREEMENT**  
 PARCEL: 22 529011910520

**Kimley»»Horn**  
 1200 PEACHTREE STREET NE  
 SUITE 800  
 ATLANTA, GEORGIA 30309  
 PHONE: (404) 419-8700 | www.kimley-horn.com



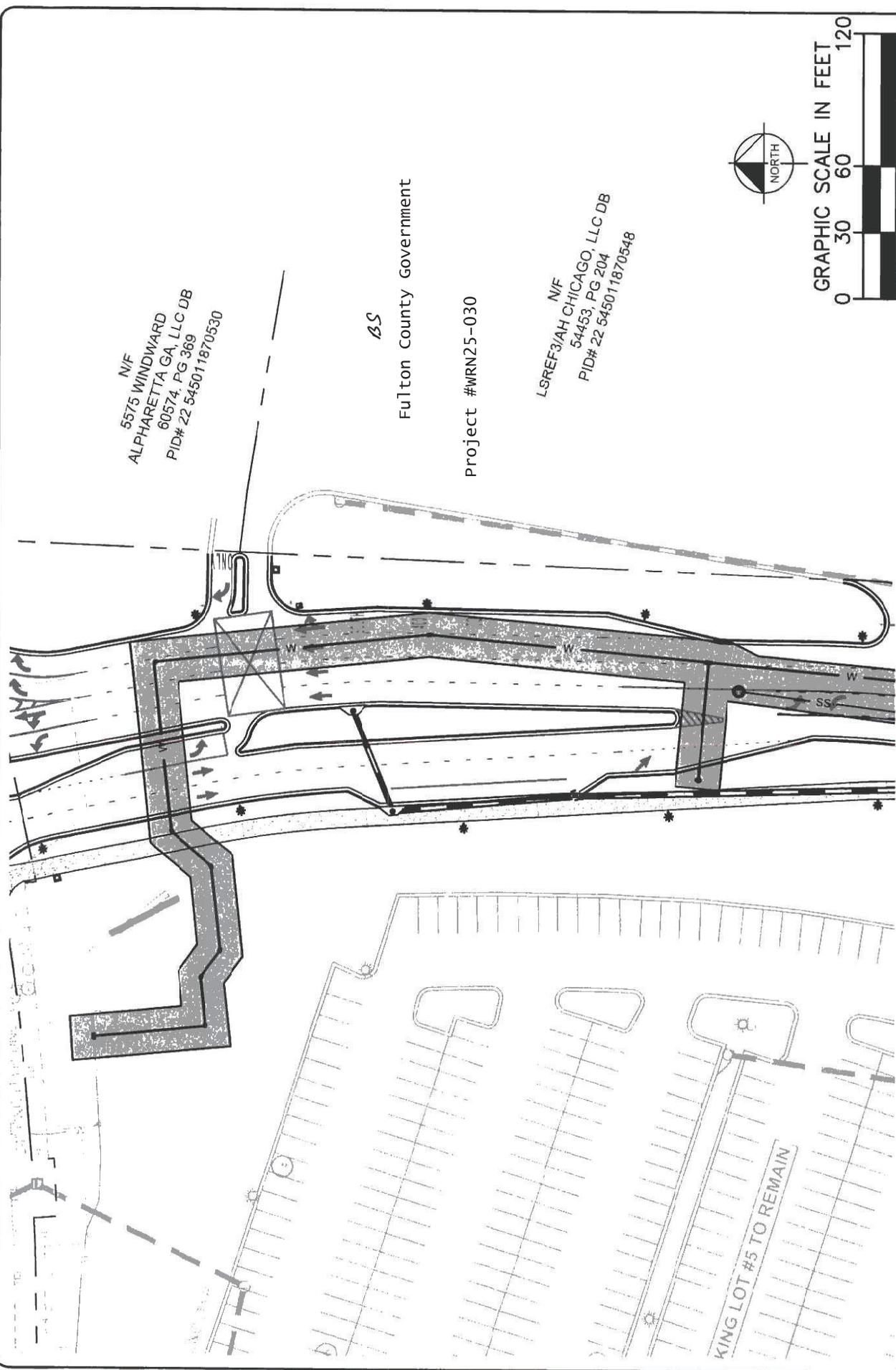
JOB NUMBER:	014502000
SCALE:	1" = 60'
DATE:	10/02/2025
SHEET:	EXHIBIT A

CLIENT:  
**SWP ALPHARETTA  
 LLC**

PROJECT:  
**CONTINUUM  
 ALPHARETTA -  
 INFRASTRUCTURE**

TITLE:  
**WATER  
 INDEMNIFICATION  
 AGREEMENT**  
 PARCEL: 22 529011910520

**Kimley»Horn**  
 1200 PEACHTREE STREET NE  
 SUITE 800  
 ATLANTA, GEORGIA, 30309  
 PHONE: (404) 478-8700 www.kimley-horn.com



N/F  
5575 WINDWARD  
ALPHARETTA GA, LLC DB  
60574, PG 369  
PID# 22 545011870530

BS  
Fulton County Government

Project #WRN25-030

N/F  
LSREF3/AH CHICAGO, LLC DB  
54453, PG 204  
PID# 22 545011870548



JOB NUMBER: 014502000  
SCALE: 1" = 60'  
DATE: 10/02/2025  
SHEET: EXHIBIT A

CLIENT:  
SWP ALPHARETTA  
LLC

PROJECT:  
CONTINUUM  
ALPHARETTA -  
INFRASTRUCTURE

TITLE:  
WATER  
INDEMNIFICATION  
AGREEMENT  
PARCEL: 22 529011910520

**Kimley»Horn**  
1200 PEACHTREE STREET NE  
SUITE 800  
ATLANTA, GEORGIA 30309  
PHONE: (404) 478-8700 | www.kimley-horn.com





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 26-0145

**Meeting Date:** 3/18/2026

### Department

Human Resources Management

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

Request approval of a Resolution reauthorizing the Child Care Expenses Reimbursement Program for eligible Fulton County employees for February 1, 2026 through November 30, 2026, including program funding, reimbursement limits, eligibility criteria, and administrative authority.

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

Fulton County Policy and FY 2026 Fulton County Adopted Budget

### 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:** Approve a Resolution authorizing the County Manager, in consultation with the Chief Human Resources Officer and Chief Financial Officer, to establish and implement a Child Care Expenses Reimbursement Program for eligible Fulton County employees for the period of February 1, 2026 through November 30, 2026, with total program funding of at least \$500,000; to approve reimbursement of up to \$500 per month per participating employee subject to Finance Department verification requirements; to authorize the establishment of forms, protocols, and policies necessary to administer the Program; and to permit outsourcing of Program administration to a third-party vendor, if deemed appropriate.

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**Agenda Item No.:** 26-0145

**Meeting Date:** 3/18/2026

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

**Department Recommendation:** The Department recommends approval.

**Project Implications:** There are no project implications.

**Community Issues/Concerns:** There are no community issues or concerns.

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

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

**Funding Line 1:**

n/a

1 **A RESOLUTION AUTHORIZING A PROGRAM FOR THE REIMBURSEMENT**  
2 **OF CHILD CARE EXPENSES FOR 2026; AND FOR OTHER PURPOSES.**  
3

4 **WHEREAS**, on April 16, 2025, the Fulton County Board of Commissioners  
5 (“BOC”) approved Resolution 25-0314 which created and established a pilot  
6 program for the reimbursement of child care expenses to certain eligible  
7 employees (“Pilot Program”) from July 1, 2025 through December 31, 2025; and

8 **WHEREAS**, on August 6, 2025 via Resolution 25-0565, the BOC modified  
9 the Pilot Program to waive the 10-mile radius requirement for eligible employees  
10 who have eligible dependents attending child care facilities providing special needs  
11 care if approved by the Chief Human Resources Officer; and

12 **WHEREAS**, on November 5, 2025 via Resolution 25-0826, the BOC further  
13 modified the Pilot Program to specify that eligible employees selected for  
14 participation in the Pilot Program could be reimbursed for payments for child care  
15 expenses made directly by the eligible employee or other individuals living in the  
16 same household as the eligible employee upon satisfactory proof as determined  
17 by the Finance Department; and

18 **WHEREAS**, the Pilot Program was launched and successfully implemented  
19 with over one hundred eligible employees participating and receiving  
20 reimbursement for their eligible child care expenses; and

21 **WHEREAS**, at the conclusion of the Pilot Program, the Department of  
22 Human Resources Management conducted a survey of participants, and the  
23 overwhelming feedback was positive and included multiple requests to continue  
24 the program in 2026; and

1           **WHEREAS**, following the conclusion of the program, the Department of  
2 Human Resources Management reviewed the Pilot Program and developed  
3 recommendations aimed at improving efficiency and maximizing participation of  
4 eligible employees if the Pilot Program is authorized to continue in 2026; and

5           **WHEREAS**, the Department of Human Resources Management presented  
6 its recommendations and the results of the Pilot Program to the BOC during its  
7 January 21, 2026 regular meeting as Item 26-0043; and

8           **WHEREAS**, the BOC reviewed the recommendations presented by the  
9 Department of Human Resources Management in Item 26-0043 and approves  
10 those recommendations; and

11           **WHEREAS**, the BOC recognizes that the child care costs remain a  
12 significant burden for Fulton County employees; and

13           **WHEREAS**, Fulton County's approved budget for fiscal year 2026, as  
14 adopted by the BOC via Resolution 26-0032 on January 21, 2026, includes  
15 \$500,000.00 in funding for a child care expenses reimbursement program; and

16           **WHEREAS**, since conclusion of the Pilot Program on December 31, 2025  
17 pursuant to Resolution 25-0314, the BOC has only approved funding for a child  
18 care expenses reimbursement program in 2026 but has not specifically  
19 reauthorized a child care expenses reimbursement program to continue beyond  
20 December 31, 2025; and

21           **WHEREAS**, the BOC wishes to resume providing a program for the  
22 reimbursement of child care expenses to certain eligible Fulton County employees

1 in 2026, incorporating the recommendations from the Department of Human  
2 Resources Management; and

3 **WHEREAS**, the BOC has authority, pursuant to the Constitution of the State  
4 of Georgia, Article 9, Sec. 2 ¶ 1(a), to adopt and amend reasonable ordinances,  
5 resolutions, or regulations relating to its affairs for which no provision has been  
6 made by general law and which is not inconsistent with the Georgia Constitution  
7 or any local law applicable thereto.

8 **NOW, THEREFORE, BE IT RESOLVED**, the Board of Commissioners of  
9 Fulton County hereby authorizes the County Manager, in consultation with the  
10 Chief Human Resources Officer and the Chief Financial Officer, to establish a  
11 program for the reimbursement of child care expenses for the period of February  
12 1, 2026 through November 30, 2026 (“Program”) and to establish the forms,  
13 protocols, and/or policies necessary for implementing the Program.

14 **BE IT FURTHER RESOLVED**, that the Program shall be available to  
15 benefits-eligible employees in Fulton County funded positions, and State  
16 employees in State funded positions are excluded from participation in the  
17 Program.

18 **BE IT FURTHER RESOLVED**, that the Program may permit reimbursement  
19 of up to \$500 per month per employee from February 1, 2026 through November  
20 30, 2026 upon satisfactory proof of the expense and payment as determined by  
21 the Finance Department. Satisfactory proof of payment includes proof of check,  
22 debit card or credit card transaction, or similar payment transaction.

1           **BE IT FURTHER RESOLVED**, that the Program for the reimbursement of  
2 child care expenses is available for child care expenses originating from childcare  
3 facilities within a 10-mile radius of the Fulton County Government Center.

4           **BE IT FURTHER RESOLVED**, that the Program for the reimbursement of  
5 child care expenses is available for child care expenses originating from child care  
6 facilities within a 10-mile radius of an eligible employee's home if approved by the  
7 Chief Human Resources Officer.

8           **BE IT FURTHER RESOLVED**, that the Program for the reimbursement of  
9 child care expenses is available for child care expenses originating from child care  
10 facilities providing special needs care if approved by the Chief Human Resources  
11 Officer.

12           **BE IT FURTHER RESOLVED**, that the total funding for the Program shall  
13 be at least \$500,000.

14           **BE IT FURTHER RESOLVED**, that the Chief Human Resources Officer  
15 shall have authority to determine the number of eligible employees selected to  
16 participate in the Program so long as the Program budgetary amount is not  
17 exceeded.

18           **BE IT FURTHER RESOLVED**, that an employee may apply for eligibility to  
19 participate in the Program during the application period(s) designated by the Chief  
20 Human Resources Officer.

21           **BE IT FURTHER RESOLVED**, that the County Manager, in consultation  
22 with the Chief Human Resources Officer and Chief Financial Officer, may  
23 outsource administration of the Program to a third party.







# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 26-0146

Meeting Date: 3/18/2026

### Department

Finance

**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*  
Ratification of February 2026 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 February 2026 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period February 1, 2026 - February 28, 2026.

Fulton County departments report the following grants activity:

- Applications Submitted/Pending: 1 (\$1,110,258.09 + \$0.00 Cash Match)
- Applications Awarded: 2 (\$529,333.33 + \$0.00 Cash Match)

The following Strategic Priority Areas are Impacted by February 2026 grant applications:

- Justice and Safety
- Arts and Libraries

The Fulton County February 2026 Grants Activity Report (GAR)-Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through February 28, 2026. Fulton County departments report the following grants activity:

- Total Applications Submitted/Pending: 15 (\$47,239,409.20 + \$0.00 Cash Match)
- Total Applications Awarded: 5 (\$2,395,356.62 + \$219,362.00 Cash Match)
- Total Grant Applications Denied: 0 (\$0.00 + No Cash Match)

Department Recommendation: Department recommends ratification of the February 2026 Grants Activity Report (GAR).



**FULTON  
COUNTY**

# **FULTON COUNTY FY2026 GRANTS ACTIVITY REPORT February 2026**

Presented to:  
Fulton County Board of Commissioners  
Wednesday, March 18, 2026  
Second Meeting

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



# Exhibit 1: Board Grants Ratification Summary

## Grants Submitted and/or Awarded February 1, 2026 - February 28, 2026

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 FY2026 February 2026 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 February 1, 2026 Through February 28, 2026 Requiring BOC Ratification**

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
<b>JUSTICE AND SAFETY</b>							
Sheriff	U.S. Department of Justice	Congressionally Directed Spending Grant	Request approval to accept a new grant from the United States Department of Justice in the amount of \$526,000.00 to provide support to the Fulton County jail compliance system. The system allows the department to monitor inmates. The grant period is from March 1, 2026 through February 28, 2028.  No County Cash Match	\$ 526,000.00	\$ -	Awarded	N/A
Superior Court	Criminal Justice Coordinating Council	Adult Accountability Court	Request approval to apply and accept a repeat grant from the Criminal Justice Coordinating Council in the amount of \$1,110,258.09 to support the Accountability Court by funding Clinical and Case management salaries and benefits and drug testing equipment and supplies. There is a required In-kind match of \$166,538.72, that will be covered through staff salaries and benefits. The grant period is from July 1, 2026 through June 30, 2027.  No County Cash Match	\$ 1,110,258.09	\$ -	Pending	\$ 1,090,889.65
<b>Subtotal:</b>				<b>\$ 1,636,258.09</b>	<b>\$ -</b>		
<b>HEALTH AND HUMAN SERVICES</b>							
<b>ARTS AND LIBRARIES</b>							
Library	Microsoft Corporation	Microsoft Licenses Grant	Request approval to accept a new grant from Microsoft Corporation in the amount of \$3,333.33 to support the purchase of Microsoft 365 licenses to upgrade computers in the Best Buy Teen Tech Center. The grant period is from April 1, 2026 through April 30, 2026.  No County Cash Match	\$ 3,333.33	\$ -	Awarded	N/A
<b>Subtotal:</b>				<b>\$ 3,333.33</b>	<b>\$ -</b>		
<b>INFRASTRUCTURE AND ECONOMIC DEVELOPMENT</b>							
<b>OPEN AND RESPONSIBLE GOVERNMENT</b>							
<b>REGIONAL LEADERSHIP</b>							
<b>TOTAL:</b>				<b>\$ 1,639,591.42</b>	<b>\$ -</b>		



## Exhibit 2: All Grants Activity

Cumulative Through February 28, 2026

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 February 28, 2026)**

*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>						
<b>All Grants</b>	<b>Prior Period Grants</b>	<b>Prior Period Funds</b>	<b>Current Period Grants: 2/1/2026-2/28/2026</b>	<b>Current Period Funds: 2/1/2026-2/28/2026</b>	<b>Cumulative Total Grants</b>	<b>Cumulative Total Funds</b>
Grants Pending^	14	\$ 46,129,151.11	1	\$ 1,110,258.09	15	\$ 47,239,409.20
<b>Grants Awarded</b>	<b>3</b>	<b>\$ 1,866,023.29</b>	<b>2</b>	<b>\$ 529,333.33</b>	<b>5</b>	<b>\$ 2,395,356.62</b>
Grants Denied	0	\$ -	0	\$ -	0	\$ -
Cash Match Requested-2026	-	\$ 219,362.00	-	\$ -	-	\$ 219,362.00
<b>Total:</b>	<b>17</b>	<b>\$ 48,214,536.40</b>	<b>3</b>	<b>\$ 1,639,591.42</b>	<b>20</b>	<b>\$ 49,854,127.82</b>

<b>ALL GRANTS AWARDED, NEW VS. RENEWAL</b>						
<b>All Grants Awarded</b>	<b>Prior Period Grants</b>	<b>Prior Period Funds</b>	<b>Current Period Grants: 2/1/2026-2/28/2026</b>	<b>Current Period Funds: 2/1/2026-2/28/2026</b>	<b>Cumulative Total Grants</b>	<b>Cumulative Total Funds</b>
New Grant Awards	0	\$ -	2	\$ 529,333.33	2	\$ 529,333.33
Renewal/Repeat Grant Awards	3	\$ 1,866,023.29	0	\$ -	3	\$ 1,866,023.29
<b>Total:</b>	<b>3</b>	<b>\$ 1,866,023.29</b>	<b>2</b>	<b>\$ 529,333.33</b>	<b>5</b>	<b>\$ 2,395,356.62</b>

<b>ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA</b>						
<b>All Grants Awarded</b>	<b>Prior Period Grants</b>	<b>Prior Period Funds</b>	<b>Current Period Grants: 2/1/2026-2/28/2026</b>	<b>Current Period Funds: 2/1/2026-2/28/2026</b>	<b>Cumulative Total Grants</b>	<b>Cumulative Total Funds</b>
Competitive Grant Awards*	0	\$ -	1	\$ 526,000.00	1	\$ 526,000.00
Formula Grant Awards^^	3	\$ 1,866,023.29	1	\$ 3,333.33	4	\$ 1,869,356.62
<b>Total:</b>	<b>3</b>	<b>\$ 1,866,023.29</b>	<b>2</b>	<b>\$ 529,333.33</b>	<b>5</b>	<b>\$ 2,395,356.62</b>

^Includes 13 grants that were pending at the end of 2025 and carried over for tracking in 2026.

^^Formula grant awards include non-competitive grants and allocations.





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 26-0147

**Meeting Date:** 3/18/2026

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### Department

Police

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

Request approval of the 2026 Equitable Sharing Agreement and Certification with the U.S. Department of Justice for the Fulton County Police Department, establishing the requirements for participation in the Federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, or proceeds.

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

OCGA §36.10.1 requires all contracts be approved by the Board and entered into the official minutes.

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

Justice and Safety

### Commission Districts Affected

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

### Is this a purchasing item?

No

### Summary & Background

This annually certified agreement between the Federal Government and Fulton County sets forth requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, and proceeds, which are shared with participating law enforcement agencies.

The Department of Justice funds the Equitable Sharing program by which local governments receive an allocation of seizures, confiscations and other law enforcement activities in which the Fulton County Police Department has had a cooperative or collaborative role. These funds can be utilized

for training, communications, equipment, ammunition and other allowable law enforcement activities. During 2025 reporting, the Police Department did not have any expenditures from equitable sharing funds.

This annual information return shows the revenue receipts from the federal government, and the local government spending within the restrictions of this program for law enforcement purposes. These transactions are classified within a separate special revenue fund as required under the agreement. During 2025, the Police Department did not receive any equitable sharing distributions from the Department of Justice.

**Department Recommendation:** The Department requests approval.

**Fiscal Impact:**

Subsequent shared revenues from this program are subject to receipt of signed annual agreement.

**Project Implications:** Subsequent shared revenues from this program are subject to receipt of signed annual agreement.

**Community Issues/Concerns:** There are no community issues/concerns.

**Department Issues/Concerns:** There are no department issues/concerns.

**History of BOC Agenda Item. Has this item previously been before the BOC?** No

**Exhibits Attached**

Exhibit 1: Equitable Sharing Agreement and Certification Report



## Equitable Sharing Agreement and Certification



**NCIC/ORI/Tracking Number:** GA0601300  
**Agency Name:** Fulton County Police Department  
**Mailing Address:** 141 Pryor Street Sw, Suite 7001  
 Atlanta, GA 30303

**Type:** Police Department

**Agency Finance Contact**

**Name:** Dickerson, Delia  
**Phone:** 404-613-7906  
**Email:** Delia.Dickerson@fultoncountyga.gov

**Jurisdiction Finance Contact**

**Name:** Pryor, Kela  
**Phone:** 404-612-7603  
**Email:** Kela.Pryor@fultoncountyga.gov

**ESAC Preparer**

**Name:** Pryor, Kela  
**Phone:** 404-612-7603  
**Email:** Kela.Pryor@fultoncountyga.gov

**FY End Date:** 12/31/2025

**Agency FY 2026 Budget:** \$21,343,883.37

### Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1	Beginning Equitable Sharing Fund Balance	\$0.00	\$0.00
2	Equitable Sharing Funds Received	\$0.00	\$0.00
3	Other Income	\$0.00	\$0.00
4	Interest Income	\$0.00	\$0.00
5	Total Equitable Sharing Funds Received (total of lines 2-4)	\$0.00	\$0.00
6	Equitable Sharing Funds Spent (total of lines a - n)	\$0.00	\$0.00
7	Ending Equitable Sharing Funds Balance <small>(difference between line 6 and the sum of lines 1 and 5)</small>	\$0.00	\$0.00

<sup>1</sup>Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

<sup>2</sup>Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Administrative Costs	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$0.00
e	Joint Law Enforcement and Public Safety Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Prevention or Awareness Programs	\$0.00	\$0.00
j	Overtime	\$0.00	\$0.00
k	Law Enforcement Initiatives that Further Investigations	\$0.00	\$0.00
l	Salaries	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
	Total	\$0.00	\$0.00

**Other Income**

Other Income Type	Justice Funds	Treasury Funds

**Salaries**

Salary Type	Justice Funds	Treasury Funds

**Non-Categorized Expenditures**

Description	Justice Funds	Treasury Funds

**Paperwork Reduction Act Notice**

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

**Privacy Act Notice**

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

**Single Audit Information****Independent Auditor****Name:** Jordan , John J**Company:** Jordan , John J**Phone:** 4046593384**Email:** jjordan@pjcgroup.com

**Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.**

YES  NO  THRESHOLD NOT MET

**Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse:**

## Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

## Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

**1. Submission.** The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

**2. Signatories.** The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

**3. Uses.** Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

**4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

**6. Single Audit Report and Other Reviews.** Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

**7. Freedom of Information Act (FOIA).** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

**8. Waste, Fraud, or Abuse.** An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

### Civil Rights Cases

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**

Yes  No

### Agency Head

Name: Yates, W. Wade  
Title: Chief of Police  
Email: William.Yates@fultoncountyga.gov

Signature:  Date: 030926

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

### Governing Body Head

Name: Pitts, Robert  
Title: Chair, Board of Commissioners  
Email: Robb.Pitts@fultoncountyga.gov

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

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 26-0148

**Meeting Date:** 3/18/2026

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### Department

Sheriff

### Requested Action

Request approval of the 2026 Equitable Sharing Agreement and Certification with the U.S. Department of Justice for the Fulton County Sheriff's Office, establishing the requirements for participation in the Federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, or proceeds.

### Requirement for Board Action

OCGA §36.10.1 requires all contracts to be approved by the Board and entered into the official minutes.

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

Justice and Safety

### Commission Districts Affected

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

### Is this a purchasing item?

No

**Summary & Background** This annually certified agreement between the Federal Government and Fulton County sets forth requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, and proceeds, which are shared with participating law enforcement agencies.

The Department of Justice funds the Equitable Sharing program by which local governments receive an allocation of seizures, confiscations, and other law enforcement activities in which the Fulton County Sheriff's Office has had a cooperative or collaborative role. These funds can be utilized for

training, communications, equipment, ammunition, and other allowable law enforcement activities. During the 2025 reporting year, the Sheriff's Office spent \$39,426.02.

This annual information return shows the revenue receipts from the federal government and the local government spending within the restrictions of this program for law enforcement purposes. These transactions are classified within a separate special revenue fund as required under the agreement. During 2025, the Sheriff's Office received \$127,249.74 from the Department of Justice.

**Scope of Work:** N/A

**Community Impact:** N/A

**Department Recommendation:** The Department requests approval.

**Project Implications:** Subsequent shared revenues from this program are subject to receipt of signed annual agreement

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

**History of BOC Agenda Item:** Has this item previously been before the BOC? No.

**Exhibits Attached**

Equitable Sharing Agreement and Certification report.

**Fiscal Impact :** Subsequent shared revenues from this program are subject to receipt of signed annual agreement.

**Funding Source**

**Funding Line 1:**

n/a



## Equitable Sharing Agreement and Certification



**NCIC/ORI/Tracking Number:** GA0600000  
**Agency Name:** Fulton County Sheriff's Office  
**Mailing Address:** 141 Pryor Street Sw, Suite 7001  
 Atlanta, GA 30303

**Type:** Sheriff's Office

**Agency Finance Contact**

**Name:** Jones, Monica  
**Phone:** 404-612-5101  
**Email:** Monica.Jones@fultoncountyga.gov

**Jurisdiction Finance Contact**

**Name:** Pryor, Kela  
**Phone:** 404-612-7603  
**Email:** Kela.Pryor@fultoncountyga.gov

**ESAC Preparer**

**Name:** Pryor, Kela  
**Phone:** 404-612-7603  
**Email:** Kela.Pryor@fultoncountyga.gov

**FY End Date:** 12/31/2025

**Agency FY 2026 Budget:** \$157,943,726.00

### Annual Certification Report

Summary of Equitable Sharing Activity	Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1 Beginning Equitable Sharing Fund Balance	\$215,834.18	\$3,405.16
2 Equitable Sharing Funds Received	\$127,249.74	\$0.00
3 Other Income	\$0.00	\$0.00
4 Interest Income	\$0.00	\$0.00
5 Total Equitable Sharing Funds Received (total of lines 2-4)	\$127,249.74	\$0.00
6 Equitable Sharing Funds Spent (total of lines a - n)	\$39,426.02	\$0.00
7 Ending Equitable Sharing Funds Balance (difference between line 6 and the sum of lines 1 and 5)	\$303,657.90	\$3,405.16

<sup>1</sup>Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

<sup>2</sup>Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a Law Enforcement Administrative Costs	\$0.00	\$0.00
b Training and Education	\$9,000.00	\$0.00
c Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d Law Enforcement Equipment	\$19,143.58	\$0.00
e Joint Law Enforcement and Public Safety Operations	\$0.00	\$0.00
f Contracts for Services	\$0.00	\$0.00
g Law Enforcement Travel and Per Diem	\$11,282.44	\$0.00
h Law Enforcement Awards and Memorials	\$0.00	\$0.00
i Drug, Gang, and Other Prevention or Awareness Programs	\$0.00	\$0.00
j Overtime	\$0.00	\$0.00
k Law Enforcement Initiatives that Further Investigations	\$0.00	\$0.00
l Salaries	\$0.00	\$0.00
m Non-Categorized Expenditures	\$0.00	\$0.00
Total	\$39,426.02	\$0.00

**Other Income**

Other Income Type	Justice Funds	Treasury Funds

**Salaries**

Salary Type	Justice Funds	Treasury Funds

**Non-Categorized Expenditures**

Description	Justice Funds	Treasury Funds

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**Privacy Act Notice**

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

**Single Audit Information****Independent Auditor****Name:** Jordan , John J**Company:** Jordan , John J**Phone:** 4046593384**Email:** jjordan@pjcgroupp.com

**Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.**

YES  NO  THRESHOLD NOT MET

**Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse:**

## Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

## Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

**1. Submission.** The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

**2. Signatories.** The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

**3. Uses.** Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

**4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

**6. Single Audit Report and Other Reviews.** Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

**7. Freedom of Information Act (FOIA).** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

**8. Waste, Fraud, or Abuse.** An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

### Civil Rights Cases

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**

Yes  No

### Agency Head

Name: Labat, Patrick  
Title: Sheriff  
Email: Patrick.Labat@fultoncountyga.gov

Signature:  Date: 02/26/2026

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

### Governing Body Head

Name: PITTS, ROBERT  
Title: Chair, Board of Commissioners  
Email: Robb.Pitts@fultoncountyga.gov

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

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 26-0149

Meeting Date: 3/18/2026

### Department

Emergency Services

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

Request approval of a Memorandum of Understanding between Fulton County and the Emory Clinic, Inc. (Atlanta, GA) for a Medical Director to provide Administrative and Supervisory Services for the Emergency Medical Dispatch (EMD) Program for the Department of Emergency Services in the amount of \$41,200.00 for fiscal year 2026. The fee shall increase by a factor of three percent (3%) annually for each Renewal Term. Effective upon BOC approval through December 31, 2026 with three (3) renewal options.

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

O.C.G.A § 36-10-1 requires any contract entered into by the County shall be forwarded to the Board of Commissioners for approval.

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

Justice and Safety

### Commission Districts Affected

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

### Is this a purchasing item?

No

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

Request approval to enter into an agreement with the Emory Clinic, Inc., as the County desires to immediately retain the services of Emor Clinic in order to protect the public from a threat to public health, welfare or safety by providing certain administrative and supervisory services.

The American College of Emergency Physicians (ACEP) believes that Emergency Medical Services (EMS) is a delegated practice of medicine and responsibility for the medical care of the patient begins with the initial request for care. The Emergency Medical Dispatch (EMD) program is an integral and critical component of the EMS system.

An EMD program requires the active involvement of EMS physician medical directors. The role of the physician medical director of an EMD program is:

- To approve the medical component of the dispatch protocols, including mechanisms to determine call priority and configuration of response, and appropriate pre-arrival instructions;
- To routinely review dispatch program performance and maintain active involvement in quality improvement (QI) activities;
- To have access to dispatch recordings for review of quality of patient care issues;
- To have the authority to recommend or make appropriate changes to protocol or personnel;
- To provide oversight for the ongoing education, training, and medical care provided by emergency medical dispatchers.

The physician medical director's qualifications should include:

- Knowledge of current EMS scope of practice and legislation relating to 911 and dispatch functions;
- Education or training, knowledge, and experience in emergency care delivery and medical direction of EMS systems.

The Department of Emergency Services operates Fulton County's Public Safety Answering Point (PSAP) which cross functional manages all calls for public safety services (Police, Fire, EMS, Animal Control). All personnel within the PSAP are cross-trained in the call-taking process, emergency medical dispatch (EMD) procedures and dispatching of resources.

Fulton County's EMD program employs a system of medical questioning to assess the caller's actual emergency, gain additional information, and/or offer basic medical care intervention instructions over the telephone, called "pre-arrival instructions; (e.g., bleeding control, cardiopulmonary resuscitation (CPR). This is accomplished via the utilization of a finite list of common chief complaints; each having associated predetermined questions. Answers to these questions ultimately dictate the resources sent to the scene and how those resources will travel (nonemergency driving or use of lights and sirens).

In order for the Department of Emergency Services to operate their EMD program, it is mandated that a licensed EMS physician medical director administer the program.

The pro-rated amount that the County will pay the Emory Clinic in twelve (12) equal monthly installments for fiscal year 2027 is \$3,536,33 (\$42,435.96). The pro-rated amount that the County will pay the Emory Clinic in twelve (12) equal monthly installments for fiscal year 2028 is \$3,642.42 (\$43,709.04). The pro-rated amount that the County will pay the Emory Clinic in twelve (12) equal monthly installments for fiscal year 2029 is \$3,751.69 (\$45,020.28).

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**Agenda Item No.:** 26-0149

**Meeting Date:** 3/18/2026

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The Board of Commissioners at their meeting on June 20, 2018 (Item #18-0429), approved the Medical Director agreement with the Emory Clinic.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FULTON COUNTY, GEORGIA and  
THE EMORY CLINIC, INC.,**

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THIS MEMORANDUM OF UNDERSTANDING (“Agreement”), by and between Fulton County, Georgia (hereinafter the “County”), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and The Emory Clinic, Inc. (hereinafter the “Clinic”), a Georgia non-profit corporation authorize to do business in the State of Georgia, entered into this 1st day of January, 2026.

**WITNESSETH**

**WHEREAS**, the County has determined that, consistent with State law, certain administrative and other related supervisory services are reasonable and necessary to promote and maintain the County’s emergency medical communications (hereinafter “the Service”); and

**WHEREAS**, the County has recognized the need for a specialist, who has the training, experience, and qualifications necessary to practice medicine in the specialty of emergency medicine, to supervise and direct emergency medical planning and oversight services at the Service to serve as Medical Director; and

**WHEREAS**, the County desires to immediately retain the services of the Clinic in order to protect the public from a threat to public health, welfare or safety by providing certain administrative and supervisory services; and

**WHEREAS**, the Clinic has employees who are licensed to practice medicine in the State of Georgia and who are qualified to provide such administrative and supervisory services, and the Clinic desires to provide them under contract as independent contractors, in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, the Clinic therefore affects and furthers the goal of protecting the health, safety, and welfare of the citizens of the County; and

**NOW, THEREFORE**, in consideration of the foregoing and mutual promises and covenants contained herein, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1. DUTIES, OBILIGATIONS AND PERFORMANCE OF CLINIC**

**1.1 The Clinic’s Undertaking.** The County hereby contracts with the Clinic to provide administrative and supervisory services described in Exhibit A hereto (the “Administrative Services”). The Clinic agrees to provide such Administrative Services on the terms and conditions set forth herein.

**1.2 Availability of Administrative Services.** The parties acknowledge that it is difficult to predict the precise amount of time required to perform the Administrative Services required by this Agreement. The parties anticipate, however, that the Clinic shall provide Administrative Services on an as-needed basis which shall, on the average, consist of 12 hours a month.

**1.3 Designation of Physician / Substitute Physicians.** The Clinic shall designate a physician to provide the Administrative Services required by this Agreement, who shall comply at all times with the qualifications set forth herein in Section 1.4 (the “Medical Director”). The original Medical Director designated by the Clinic is Cynthia Romero, MD for the service. If the Medical Director is unable to provide the Administrative Services for any reason, the Clinic will designate a substitute physician to provide the Administrative Services, unless the County states that coverage is not required during a specific absence of the Medical Director. Any such substitute physician shall comply with the requirements of Section 1.4 herein.

**1.4 Representations, Covenants and Warranties of Clinic.**

- A. License to Practice.** The Clinic warrants and covenants that the persons designated by the Clinic as the Medical Director are fully authorized to practice medicine in the State of Georgia and holds all appropriate licenses from the Georgia Composite State Board of Medical Examiners. The Clinic agrees that the Director shall also, for the full Term (as defined in Article 4) of this Agreement, maintain such license(s) and also promptly report to the County any suspension, restriction, reduction, revocation, or termination of any license(s) thereof.
- B. Reports.** The Clinic, upon receipt of notice of such by the Medical Director, shall promptly report to the County any denial, suspension, revocation, curtailment, reduction, or limitation imposed at any time during the Term of this Agreement upon any staff or similar privileges held by the Medical Director from any healthcare facility which is a member of the Woodruff Health Sciences Center. The Clinic will provide the County with information about such suits or settlements as the County may reasonably request, provided that such reports will not in the opinion of counsel for the Clinic on such matters, constitute either privileged communications, or would destroy and protections from discoverability, compromise the defense of any suit, or violate any confidentiality provisions of any settlement agreement.
- C. Compliance with Regulations.** The Clinic and the Medical Director shall comply with all material aspects of applicable federal and state laws and regulations governing the licensing and conduct of physicians and with the ethical standards of the profession, and with the applicable policies, procedures, rules and regulations of the County.
- D. Diligent Performance.** In performance of the Administrative Services under this Agreement, the Medical Director shall use diligent efforts and professional skills and judgment with the Principles of Ethics of the American Medical Association.

**1.5 Insurance.** Clinic shall purchase at its sole expense and maintain in force, during the Term of this Agreement, professional liability insurance covering its Medical Director and any Clinic employee who provides support to the Clinic in conjunction with delivery of Administrative Services in amounts not less than \$1,000,000 per incident and \$3,000,000 in the aggregate, and provide written evidence of such insurance coverage to Fulton County upon its request. The Clinic, the Medical Director, or any employee of the Clinic shall not be deemed employees of Fulton County and will not be entitled to Worker's Compensation coverage afforded employees of Fulton County, under Fulton County's agencies' and Fulton County's self-funded insurance, or health care benefits plan for its employees, or other benefit programs. This paragraph will survive the termination of this Agreement.

## **ARTICLE 2. COMPENSATION AND BILLING**

**2.1 Compensation for Medical Director Services.** During the Initial Term (as defined in Article 4 of this Agreement), as the sole compensation to the Clinic for the Administrative Services to be provided hereunder, the County agrees to pay the Clinic in twelve (12) equal monthly installments, which during the Initial Term shall each equal Three Thousand Four Hundred and Thirty-Three Dollars and thirty-three cents (\$3,433.33) per month.

**2.2 Compensation for Renewal Term.** The Fee shall increase by a factor of three percent (3%) annually for each Renewal Term (as defined in Article 4 of this Agreement). The pro-rated amount that the County will pay the Clinic in twelve (12) equal monthly installments for fiscal year 2027 is Three Thousand Five Hundred and Thirty-Six Dollars and thirty-three cents (3,536.33). The pro-rated amount that the County will pay the Clinic in twelve (12) equal monthly installments for fiscal year 2028, is Three Thousand Six Hundred and Forty-Two Dollars and forty-two cents (3,642.42). The pro-rated amount that the County will pay the Clinic in twelve (12) equal monthly installments for fiscal year 2029, is Three Thousand Seven Hundred and Fifty-One Dollars and sixty-nine cents (3,751.69).

**2.3 Additional Terms.** Each monthly Fee installment shall be due on before the fifth (5<sup>th</sup>) day of each month, for the preceding month. The County agrees to employ its best efforts to make its payments to the Clinic in a timely manner.

**2.4 Fair Market Value.** The parties agree that the Fees represent fair market value compensation for the Administrative Services, and the Fees have not been determined on the basis of volume or value of any referrals or other business generated among the Clinic, Medical Director and the County. The Fees and the maximum hours may be adjusted if agreed upon by the parties, but adjustments may not be made more frequently than annually. Any such adjustments shall be made in writing, approved by the Fulton County Board of Commissioners, and attached hereto as an amendment to this Agreement and shall not be effective until approved by the Board of Commissioners. The Administrative Services described herein are not intended to and may not exceed the services that are reasonable and necessary for the legitimate business purposes of this Agreement.

### ARTICLE 3. RESPONSIBILITIES OF THE COUNTY

**3.1 Equipment, Supplies and Records.** The County shall provide, maintain, and make available to the Clinic such equipment, supplies and records as the Clinic deems reasonably necessary for the provision of the Administrative Services. The Clinic shall promptly notify the County of any defect, malfunction, or other deficiency of such equipment, supplies and records.

**3.2 Personnel.** The County shall employ and/or contract independently with secretarial and other personnel necessary to provide support services to the Clinic in conjunction with the delivery of Administrative Services as contemplated herein. Such personnel will be hired by the County. Such personnel shall be and remain either employees and/or independent contractors with the County, and may be disciplined, transferred, or discharged only by the County.

**3.3 Facilities.** The County shall provide the physical space for the delivery of Administrative Services contemplated hereunder. The size and location of such space shall be determined by the County in consultation with the Clinic.

**3.4 Other Business Expenses.** In the event that the County requests or authorizes the Director to engage in a business activity on behalf of the County to further the Administrative Services contemplated hereunder, such request shall be reduced in writing and approved in accordance with the County's change order requirements set forth in Fulton County Code Section 102-420, which is incorporated by reference as if fully set forth herein. The County will reimburse the Director for all reasonable expenses incurred for which itemized expense reports are presented to the County in accordance with the County's standard policies requiring documentation of such expenses.

**3.5 Compliance with Regulations.** To the extent applicable, the County shall comply with all material aspects of applicable federal and state laws and regulations governing billing and reimbursement under any applicable reimbursement process.

**3.6 Insurance.** The County shall maintain appropriate insurance coverage on any equipment made available by the County to the Clinic for the delivery of such Administrative Services. Notwithstanding this provision, the County reserves the right to self-insure.

### ARTICLE 4. TERM AND TERMINATION

**4.1 Term.** The initial term of this Agreement shall be upon execution through December 31, 2026 (the "Initial Term"), unless otherwise terminated as provided herein. Thereafter, this Agreement shall automatically renew for three (3) years not to exceed December 31, 2029. (the "Renewal Term;)" the Initial Term and each Renewal Term are collectively referred to herein as the "Term") unless terminated as herein provided in Article 4.2 or unless either party notifies the other of an intent to terminate at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. The Initial Term and the Renewal Term shall be subject and contingent upon the approval, availability and appropriation of funds by the Fulton County Board of Commissioners unless sooner terminated as provided for herein.

## 4.2 Termination

**A. Termination Without Cause.** Either party may terminate this Agreement, without cause, at any time upon sixty (60) days written notice to the other.

**B. Early Termination by the County.** The County may terminate this Agreement immediately upon written notice to the Clinic in the event that:

1. The Director fails to maintain the representations, covenants, and warranties set forth in Article 1.4 and the Clinic fails to designate a qualified physician within thirty (30) days of receipt of notice by The County of such failure;
2. The Clinic fails, after thirty (30) days written notice of default or failure to comply, to provide the Administrative Services required to be provided under this Agreement or to comply and to maintain compliance with any other provisions of this Agreement.

**C. Early Termination by the Clinic.** The Clinic may terminate this Agreement immediately, with cause, upon written notice to the County upon The County's failure, after thirty (30) days written notice of default to comply or maintain compliance with any provision of this Agreement.

**4.3 Effect of Change in Law / Agreement to Renegotiate.** Should (i) a Court of competent jurisdiction rule that any provision of this Agreement violates any state or federal law, rule, or regulations; or (ii) counsel for both parties mutually determine that a ruling from a Court of competent jurisdiction would adversely affect any provision of this Agreement, the parties agree to renegotiate such affected provisions for ninety (90) days in order to affect compliance with any such ruling. In the event the parties can not reach a mutually agreeable resolution after ninety (90) days, this Agreement will terminate automatically.

**4.4 Affirmative Action Clause.** The provisions of 41 C.F.R. Section 60-1.4, Section 60-250.5(a) and Section 60-741.5(a) pertaining to affirmative action obligations are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. In addition, the parties agree that, in fulfilling their respective obligations and duties under this Agreement, they shall not discriminate against any individual or group on the basis of race, religion, age, sex, national origin, citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status.

## ARTICLE 5. RESPONSIBILITY

It is hereby stipulated and agreed between the parties that, with respect to any claim or action arising out of the activities described in this Agreement, 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. However, nothing herein shall be construed as a waiver of the County's sovereign immunity or the immunities available to the County's officials, officers and employees. Notwithstanding the foregoing, Clinic hereby agrees to release, indemnify, defend, and hold harmless the County, its Commissioners, officers, employees, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgment, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by the Clinic, including its directors, officers, employees, successors, assigns, agents, or otherwise in connection (directly or indirectly) with its acceptance or the performance, or nonperformance, of its obligations under this Agreement.

## ARTICLE 6. GENERAL PROVISIONS

**6.1 Independent Contractor Status.** In the performance of the duties and obligations devolving upon the Clinic (and any physician providing Administrative Services hereunder) under this Agreement, it is mutually understood and agreed that the Clinic (and all physicians providing Administrative Services hereunder) are at all times acting and performing as independent contractors and not as employees of the County. The County shall neither have nor exercise any control or direction over the methods by which the Clinic shall perform its work and functions.

Because the Clinic is not an employee of the County, the County will not deduct from payments made hereunder for State and Federal Income Taxes, FICA or other amounts normally withheld from compensation due employees, or offer the Clinic the opportunity to participate in any pension plan or other benefit plan for employees. The Clinic shall make all tax filings, withholdings, and payments required by law.

**6.2 Medicare Access Clause.** If required by Section 952 of the Omnibus Reconciliation Act of 1980, for a period of four years after furnishing services with a value or cost of \$10,000.00 or more over a twelve (12) month period and upon written request, the parties shall make available to the Secretary of the Department of Health and Human Services, or to the Comptroller General of the United States, or their designees, the Agreement and the books, documents, and records necessary to verify the nature and extent of the cost of such services. If the parties provide any services through a subcontract with a related organization, such contract shall contain an "Access to Books and Records" section similar to this one, if required by the Act.

No attorney-client, accountant/client, or other legal privileges will be deemed to have been waived by the County or the Clinic by virtue of this Agreement.

**6.3 Medicare and Medicaid.** The parties expressly acknowledge that it has been and continues to be their intent to comply fully with all federal, state, and local laws, rules, and

regulations. It is not a purpose, nor is it a requirement, of this Agreement nor of any other agreement between the parties, to offer or receive, induce, or encourage the referral of any patient, payment of which may be made in whole or in part by Medicare or Medicaid. No payment made or received under this Agreement is in return for the referral of patients or in return for the purchasing, leasing, ordering, or arranging for or recommending the purchasing, leasing, or ordering of any good, service, item, or product for which payment may be made in whole or in part under Medicare or Medicaid. In the event of any legislative or regulatory change or determination, whether federal or state, that has or would have a significant adverse impact on either party hereto in connection with the performance of the Administrative Services, or should either party be deemed for any reason in violation of any statute or regulation arising from this Agreement, then this Agreement shall be renegotiated to comply with then current law. Neither party shall make or receive any payment that would be prohibited under state or federal law.

**6.4 Assignment.** This Agreement may not be assigned by either party without the express written consent of the other party.

**6.5 Governing Law.** This Agreement and each provision hereof shall be construed under and governed by the laws of the State of Georgia.

**6.6 Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part, then such invalidity or unenforceability shall attach only to such clause or provision, or a part thereof, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision in this Agreement in any jurisdiction.

**6.7 Entire Agreement.** This Agreement constitutes the entire Agreement between the parties, and it is expressly understood and agreed that the Agreement may not be altered, amended, modified, or otherwise changed in any respect, except by a writing executed by each party or an authorized representative of each party affected by any such modification.

**6.8 Captions.** The captions in this Agreement are for purposes of convenient reference only and form no part hereof.

**6.9 Binding, Effect and Amendment.** This Agreement, together with any amendments or attachments hereto, shall be binding upon the parties, and their heirs and successors, and this Agreement may be amended only by written instrument signed by both parties hereto.

**6.10 Notice.** Any notice, request, instruction or other document to be given pursuant to this Agreement by either party shall be in writing and delivered personally or sent by certified mail, postage prepaid, return receipt requested, to the other party at the address set forth below or to other address as such party may from time to time designate:

**To the County:**

Office of the County Manager  
Richard "Dick" Anderson, County Manager  
141 Pryor Street, S.W.  
Suite 1000  
Atlanta, Georgia 30303  
404-612-8335  
404-612-0350 (facsimile)

**With a copy to:**

Office of the County Attorney  
Y. Soo Jo, County Attorney  
141 Pryor Street, S.W.  
Suite 4038  
Atlanta, Georgia 30303  
404-612-0251  
404-730-6324 (facsimile)

The Department of Emergency Services  
Chris Sweigart, Director  
130 Peachtree Street S.W.  
Suite 3147  
Atlanta, Georgia 30303  
404-612-7900

**To the Clinic:**

The Emory Clinic, Inc.  
Alexander Isakov, MD, MPH  
1364 Clifton Road, N.E.  
Atlanta, Georgia 30322  
404-712-7109

**With a copy to:**

Office of the General Counsel  
Emory University  
101 Administration Building  
201 Dowman Drive  
Atlanta, Georgia 30322  
404-727-6011  
404-712-5522 (facsimile)

Any notice shall be deemed to have been received by the party to whom it is addressed (i) upon actual receipt at the office of such party in the case notices sent by delivery service with signature acknowledging receipt required; or (ii) three (3) days after it is deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, to such party.

**6.11 Waiver.** Failure of any party to pursue any remedy for any default by either party pursuant to the terms of this Agreement or the parties' waiver of any default or non-compliance by the other party shall not affect or impair either party's rights with respect to any subsequent default or non-compliance of the same or different kind of nature. Furthermore, the parties' delay or omission in asserting any right which either party may have hereunder will not constitute a waiver of such right or impair either party's right to assert such default or non-compliance on the part of the other party.

**6.12 Duplicate Originals.** This Agreement may be executed in duplicate, each of which, when executed and delivered, shall be deemed an original.

**6.13 Drafting of Agreement.** This Agreement shall be construed without regard to the party or parties responsible for its preparation and shall be deemed as having been prepared jointly by the parties. Any ambiguity or uncertainty existing in this Agreement shall not be interpreted or construed against any party hereto. The parties hereto agree that no representations except those contained herein that have been made by any party to induce the execution of this Agreement by any other party.

[Signatures on following page]

**IN WITNESS WHEREOF**, the parties hereto have set their hand the day and year first written above.

**FULTON COUNTY, GEORGIA**

**ATTEST:**

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

\_\_\_\_\_  
Tonya R. Grier, Clerk (SEAL)  
Clerk to the Commission

**APPROVED AS TO FORM:**

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

**THE EMORY CLINIC, INC.**

\_\_\_\_\_  
Dane Peterson, Chief Operating Officer

## **EXHIBIT A**

As set forth in this Agreement, The Emory Clinic, Inc. (the “Clinic”) shall provide the following Administrative Services as Medical Director of Emergency Medical Services at the Fulton County Department of Emergency Services (the “Service”) for The County of Fulton, Georgia (the “The County”):

### **Responsibilities of Emory and the Medical Director**

#### **Medical Priority Dispatch System**

##### **A. Prospective**

###### Protocols

- Approval and periodic review of emergency medical dispatch (EMD) protocols, and response configuration in concert with the appropriate authority designee(s) of the Fulton County Department of Emergency Services.
- Interpretation of medical terminology and explanation of disease/injuries, diagnoses, and care to new Communications Officers in-training.

###### Personnel

- Approve standards for communications work as it relates to telephonic clinical care:
  - Participation in the orientation program for EMD personnel.
  - Evaluation and approval of all EMD training programs in conjunction with Communications Officers.

###### Training

- Review of testing materials used in the evaluation of EMD personnel, as it relates to telephonic clinical care.
- Approve in-house EMD training.

##### **B. Concurrent**

- Periodic observation and participation on the communications floor, with Communications Officers, to monitor the provision of services.

##### **C. Retrospective**

- Oversight of Medical Priority Dispatch, Continuous Quality Improvement (CQI),

including:

- Active involvement in the quality assurance program.
- Periodic audio reviews of problem EMD calls, conducted jointly with CQI personnel.
- Review and analysis of the monthly, cumulative scores of personnel-shift, and 9-1-1 center performance in handling a minimum of 7% of all 9-1-1 medical calls (recommended standard per Priority Dispatch, Inc.).
- Assistance, as requested, with Communications Officer continuing education, based on individual deficiencies and collective identified needs.
- Participation in discussions of challenging/problem dispatch-related cases and advice for the deliberations resulting from such discussions.
- Participation in development and periodic review of communications center policy, as appropriate.
- Participation in review of plans to adopt International Academy of Emergency Dispatch standards into policy and/or procedures.

## **Emergency Medical Services (EMS) First Responder**

### **A. Prospective**

#### Clinical Care Guidelines

- Assist with periodic review and revision of the Fulton County Department of Emergency Services Clinical Care Guidelines.
- Assist in the formulation of disaster planning and management.
- Follow all laws protecting patient's legal rights, including Health Insurance Portability and Accountability Act (HIPAA).

#### Personnel

- Participate in the credentialing of paramedics, EMTs and First Responders to practice/provide medical care under the Georgia EMS provider scope of practice in situations where any person in need of medical care and/or attention is awaiting response from the designated EMS service provider.
- Participation in the development and approval of the First Responders Program.
- Approve an Automatic External Defibrillator (AED) program to be at the Fulton County Department of Emergency Services 911 Center.

#### Training

- Contribute to the formulation of EMS training programs in conjunction with Department of Emergency Services Quality Assurance Unit/Priority Dispatch.

- Approve in-house EMS training for first responders.
- Approve, as requested, EMS continuing education hours/credits needed for EMS personnel to re-certify and/or re-licensure.
- Approve recertification paperwork, as appropriate, for Fulton County Department of Emergency Services.
- Review Quality Assurance program instruction plans and recommend edits accordingly.
- Review testing materials used in the evaluation of first responders.

## **B. Concurrent**

### Activities

- May respond on scene to observe and assist with direct patient care delivered by EMS personnel.
- Respond when requested by the Quality Assurance Unit, and the Department of Emergency Services Director, if logistically feasible.

### On line Direction

- May monitor EMS communications
- Approve procedures for on-line medical direction.
- May provide online medical direction when requested by EMS personnel.

## **C. Retrospective**

### Patient Care Reports (PCR)

- In conjunction with the Quality Assurance Unit, formulate audit filters for selecting PCRs to review.
- Monthly review of all audited and screened PCRs resulting from review of all PCRs.
- Critical review of all PCRs on patient care causes from which a complaint has been filed.
- Participate in the monthly meeting, reviewing summarized statistics on EMS incidents produced by the Service to guide changes in EMS protocols and further training.

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### Patient Care Complaints

- Participate in the investigation of all externally generated filed complaints and internally generated incident reports regarding patient care in accordance with departmental due process policies.

- Co-represent the Emergency Services in meetings related to patient care.

### Discipline

- Participation in appeals of EMS personnel from decisions to restrict or deny patient care privileges.
- Review and provide consultation regarding the disciplinary process for EMS personnel patient care infractions.
- Recommend all EMS personnel for certification, re-certification, de-certification to the appropriate EMS certifying body, as appropriate.

### **Responsibilities of the County Department of Emergency Services**

- The County shall maintain a system for documenting patient care reports that affords access for the medical director.
- The County shall promulgate policies and procedures governing the activity of its Emergency Medical Services First Responder Program.
- The Service shall assign the Quality Assurance Unit with the responsibility of performing quality assurance reviews to select PCRs for the Medical Director to review. Criteria established by the Medical Director will be used to determine percentages and types of PCRs to be selected by the Quality Assurance Unit/Priority Dispatch for review.
- Should the County require the Medical Director to participate in the procurement of controlled substances, the cost of the DEA license will be reimbursed by the county.





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 26-0150

**Meeting Date:** 3/18/2026

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### Department

Emergency Services

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

Request approval of an Intergovernmental Agreement (IGA) between Fulton County and the City of Union City for the provision of 9-1-1 Emergency Communications Services. Effective upon BOC approval through December 31, 2026, with three (3) automatic renewals commencing on January 1 of each successive year.

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

O.C.G.A § 36-10-1 requires any contract entered into by the County shall be forwarded to the Board of Commissioners for approval.

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

Justice and Safety

### Commission Districts Affected

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

### Is this a purchasing item?

No

### Summary & Background

Request approval to enter into an Intergovernmental Agreement (IGA) with the City of Union City ("City"), which is a municipality of the State of Georgia, for the provision of 9-1-1 Emergency Communications Services to provide the vital and necessary communications link between the City of Union City citizens and the Fulton County Department of Emergency Services-911 through use of the County's consolidated 911 call reception and radio dispatching of requests of public safety services. The County and the City desire to enter into a new Intergovernmental Agreement ("911

IGA”) for the County to provide a public safety answering point within the boundaries of the city.

The 911 IGA establishes the cost of Enhanced 9-1-1 Emergency call reception and public safety radio dispatch services to be provided by the County to the City. The County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions. The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in two (2) 12-hour shifts each day from which the services contemplated under this Agreement will be rendered.

The County is entitled to impose and retain a monthly 911 charge upon each wired and wireless telephone subscriber served by the County's 911 service as provided by O.C.G.A § 46-5-134. Additionally, The County is entitled to impose and retain an annual subsidy from the city in the amount of \$465,000.00. The annual subsidy and collection of 911 charges received from the City of Union City is revenue in support of the cost associated with providing service as outlined in the Intergovernmental Agreement.

The Board of Commissioners, at their meeting on December 15, 2021, (Item #21-1010), approved the provision of 9-1-1 Emergency Communications Services with the City of Union City.

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF  
911 EMERGENCY COMMUNICATION SERVICES  
BETWEEN  
FULTON COUNTY, GEORGIA and  
THE CITY OF UNION CITY, GEORGIA**

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THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), by and between Fulton County, Georgia (hereinafter “County”), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of Union City, Georgia (hereinafter “City”), a municipality of the State of Georgia, entered into this day of \_\_\_\_\_, 2026.

WITNESSETH:

**WHEREAS**, the Fulton County Board of Commissioners has previously entered into the Agreement with the City to provide use of the Fulton County Digital Radio Communications System for a period of three (3) years; and

**WHEREAS**, the Georgia Constitution, ARTICLE IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other’s boundaries except by Intergovernmental Agreement; and

**WHEREAS**, the County and the City desire to enter into a new Intergovernmental Agreement (the “911 IGA”) for the County to provide a public safety answering point within the boundaries of the City for a term of twelve (12) months, from January 1, 2026, through and including December 31, 2026, with three (3) automatic renewals commencing on January 1 of each successive year; and

**WHEREAS**, the 911 IGA establishes the cost of Enhanced 911 Emergency call reception and public safety radio dispatch services to be provided by the County to the City pursuant to this Agreement; and

**WHEREAS**, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

## ARTICLE 1

### PURPOSE AND INTENT

- 1.1 The purpose of this Agreement is to provide the vital and necessary communications link between the City of Union City citizens and the Fulton County Department of Emergency Services 911 through use of the County's consolidated 911 call reception and radio dispatching of requests of public safety services for a term of twelve (12) months from January 1, 2026 at 0000 hours and concluding at 2400 hours on December 31, 2026 with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2029.
- 1.2 Fulton County therefore agrees to provide the City of Union City with courteous, efficient, and accessible E911 and public safety radio dispatch services to requests for assistance from citizens involving emergencies, non-emergencies, and response to natural and man-made disasters, for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

## ARTICLE 2

### DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

- 2.1 ***Call for Service*** means a request received from the public through the County's public safety answering point, Enhanced 911 system, requiring emergency or non-emergency Police Department, Fire Department, or Ambulance pre-hospital care response or assistance in response to natural and man-made incidents.
- 2.2 ***Communications Officer*** means any employee of the Fulton County Department of Emergency Services 911, who has successfully completed the basic training course required by O.C.G.A. § 35- 8- 23, to receive, process, or transmit public safety information and dispatch law enforcement officers, firefighters, medical personnel, or emergency management personnel.
- 2.3 ***Contract Administrators*** means the Director of the Fulton County Department of Emergency Services 911, or the designee of such Director for the COUNTY, and the City Administrator, or the designee of such Administrator of the CITY. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the Administration of the Agreement, as contrasted with matters of policy, all parties may rely on the instructions and determinations made by the Contract

Administrators; provided, however, that such instructions and determinations do not increase the obligations of the COUNTY or the CITY hereunder.

- 2.4 ***Emergency Communications Services*** means the receipt of incoming calls for service through the enhanced 911 telephone system for emergency and non-emergency requests for medical, police, fire, and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police between citizens and Fulton County Department of Emergency Services 911 through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The Countywide APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter “County 800 MHz Radio System”) is the primary method of dispatching calls for service to field units and private ambulance services.
- 2.5 ***Emergency Services 911 (“Department”)*** means that unit of Fulton County Government responsible for emergency communications services, including answering all telephone 911 calls for emergency service and dispatching police and fire and medical services to the proper locations. The Department also maintains the County APCO P25 Phase 2 Digital 800 MHz radio system to ensure the vital communications link between the citizens and the delivery of service by the appropriate agency is not interrupted.
- 2.6 ***Emergency Medical Priority Dispatch System*** means that system employed by Fulton County to process medical calls and provide callers with pre-arrival instructions.
- 2.7 ***Enhanced 911 Emergency Telephone Number System*** means that system which provides County Emergency Communications personnel the telephone number, name, and address of the telephone subscriber, and other pertinent information on any 911 calls placed within Fulton County.
- 2.8 ***Fire Department*** means the City of Union City Fire/EMS Department.
- 2.9 ***Police Department*** means the City of Union City Police Department.
- 2.10 ***Public Safety Answering Point (“PSAP”)*** means an emergency communications dispatch operation, responsible for answering all telephone 911 calls, employing technologies such as trunked radio, Enhanced 911, Computer Aided Dispatch (“CAD”) and Mobile Data.
- 2.11 ***Staffing Levels*** means the availability of communications officers to handle calls for service from the City of Union City. Specific positions or individuals cannot be identified in as much as the number of dispatchers is based on call volume and incoming calls for service are processed by the first available call taker regardless

of where the call originates, which is intended to reflect that same level being provided to the area by operation of the County budget.

### **ARTICLE 3**

#### **TERM OF AGREEMENT**

The initial term of this Agreement is for twelve (12) months, from January 1, 2026, at 0000 hours and concluding December 31, 2026, with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2029. At the conclusion of the last term (2400 hours on December 31, 2029), the City will be solely responsible for providing all public safety answering point services within City boundaries, unless extended by mutual agreement approved by both governing bodies. The parties will meet on or before December 1, 2029, to review service under this Agreement and consider proposed modifications of the term. Any such proposal change is subject to consideration and approval of the Fulton County Board of Commissioners and the City of Union City Council.

The parties agree that the City may, at any time, upon sixty (60) days' notice to the County, terminate this Agreement upon its determination that it wishes to provide its own emergency communications services or provide emergency communications services by other means.

### **ARTICLE 4**

#### **COMPENSATION AND CONSIDERATION**

- 4.1 For the emergency communications services to be rendered pursuant to this Agreement, based upon the call volume described herein below in sub-paragraph 5.4, the County is entitled to impose and retain monthly 911 charge upon each wired and wireless telephone subscribers served by the County's 911 service, as provided by O.C.G.A. § 46- 5- 134. Additionally, the County is entitled to impose and retain an annual subsidy from the city in the amount of **\$465,000.00**. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for 911 access and services performed during the term hereof as it relates to calls originating from within the City of Union City.
- 4.2 The County agrees to provide an invoice representing the full amount of the subsidy owed by the City for the term of this Agreement and subsequent invoices for any renewals of the Agreement within thirty (30) days of the execution of the Agreement or each renewal of the Agreement as applicable. The City agrees to promptly remit full payment of the invoiced amount within thirty (30) days of receipt of the invoice from the County. A late payment penalty will accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent.

### **ARTICLE 5**

## **EMERGENCY COMMUNICATIONS SERVICES**

- 5.1 The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in two (2) 12-hour shifts each day from which the services contemplated under this Agreement will be rendered. The Communications Officers receive citizens' requests for service, process those requests, dispatch emergency units as appropriate, and monitor Police, Fire, and EMS activities. The Emergency Medical Priority Dispatch System is employed to process medical calls and provide callers with pre-arrival instructions.
- 5.2 Based upon the volume of calls originating from within the City of Union City, provisions of emergency communications services provided by communications officers shall be as furnished in the positions of call takers, dispatchers, and supervisors during day and morning shifts and may be modified by the Director of Fulton County Department of Emergency Services 911 from time to time as needs arise. These staffing positions represent the global level necessary for a complete 24-hour period in Fulton County.
- 5.3 The Director of Fulton County Department of Emergency Services 911 may utilize overtime to fill temporary vacancies caused by, but not limited to: sick or annual leave issues, temporary disability, relief of duty, and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsible of the County.
- 5.4 The nature of the wide-ranging (both emergency and non-emergency), continuous and multitudinous nature of the calls received by a large metropolitan Public Safety Answering Point (PSAP) like the Fulton County Department of Emergency Services 911, makes it difficult to assign an "average call answer time." However, it is the objective of the Department to respond, on average, to 911 calls emanating from the City of Union City with an average fifteen (15) second call answer time for emergency calls for service 90% of the time. Exceptions would be unpredictable system overload, declared disaster, or disruption in voice or data transmission.

## **ARTICLE 6**

### **EQUIPMENT**

The County shall furnish and maintain in good working condition for the benefit of the City, all necessary 800 MHz digital radio emergency communication facilities and equipment necessary and proper for the purpose of performing the services, duties, and responsibilities described in this Agreement.

## **ARTICLE 7**

## **EMPLOYMENT STATUS**

- 7.1 All emergency communications officers, as well as any other Fulton County personnel assigned under this Agreement, are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All emergency communications employees will continue to report under the management structure established in the County Department of Emergency Services 911.
- 7.2 In the event the City Administrator becomes dissatisfied with the performance of any sworn or civilian personnel performing emergency communications services on behalf of the City, the City Administrator shall discuss the concerns with the Director of the Fulton County Department of Emergency Services 911.
- 7.3 Fulton County Department of Emergency Services 911 employees will not be specifically assigned as call takers for the City of Union City, because the County operates a consolidated center, the E911 telephone equipment routes calls from anywhere in the County to the first available call taker. Any other method of staff deployment would reduce the service level and adversely impact all citizens of Fulton County, including the City of Union City. Accordingly, the number of employees needed by call volume from Union City has been estimated, but not assigned to specific employees.

## **ARTICLE 8**

### **RECORDKEEPING AND REPORTING**

- 8.1 The Police and Fire Department Records Sections are the central repository for all police and fire department records and are available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50- 18- 70, *et seq.*
- 8.2 The Director of the Fulton County Department of Emergency Services 911 shall prepare and deliver monthly reports to the City Administrator. The reports shall describe the volume of 911 calls for service, identification of police, fire, or EMS, and answer speed for calls originating within the City of Union City.
- 8.3 Except as limited by provision of state or federal law, the City may request, review, and access data and County records, at a mutually agreed upon time and place, to ensure compliance with this Agreement.

## **ARTICLE 9**

## **ANCILLARY SERVICES**

- 9.1 The County must provide a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to the City pursuant to this Agreement, the consideration for which has been calculated as part of the payment provided in Article 4.
- 9.2 In addition to E911 reception and radio dispatch, ancillary services provided by the Department of Emergency Services 911 include technical operations, administration, quality assurance, training, and preparing and planning for, responding to, and recovering from emergencies or disasters.
- 9.3 During the operation of this Agreement, the County will continue to provide administrative services, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a public safety answering point.
- 9.4 During the term of this Agreement, the County will continue to administer the 911 Advisory Committee as required by O.C.G.A. § 46-5-136. The City of Union City will be required to participate in committee meetings, as well as utilize the committee for the City's compliance with the requirements as provided for within state law.

## **ARTICLE 10**

### **CITY- COUNTY RELATIONS**

- 10.1 The Director of the Fulton County Department of Emergency Services 911, or his/her designee, will notify the County Manager and City Administrator in the event of a significant emergency communications or emergency management situation within the City. The Director of Fulton County Department of Emergency Services 911 and the City Administrator shall designate the kinds of incidents that are to be considered "significant" by a memorandum. In the event no memorandum is executed, the City Administrator shall be notified consistent with the notification by the Fulton County Department of Emergency Services 911 to the County Manager.
- 10.2 At the request of the City Administrator, the Director of the Fulton County Department of Emergency Services 911 or that official's designee shall be available to attend City Council meetings on an "as needed" basis.
- 10.3 The County shall be the sole provider of public safety answering point services during the operation of this Agreement.

## **ARTICLE 11**

### **TRANSITION**

- 11.1 In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to a municipal public safety answering point and to maintain the same high quality of 911 and emergency medical response provided by this Agreement for the residents, businesses, and visitors of the City.
- 11.2 The Director of the Fulton County Department of Emergency Services 911 or his/her designee shall present a summary report to the City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to the City's PSAP.
- 11.3 The County and the City agree that ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager will meet and confer to effect a smooth transition.

## **ARTICLE 12**

### **INDEMNIFICATION**

- 12.1 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46- 5- 131. Only to the extent permitted by law and in the event O.C.G.A. § 46- 5- 131 is deemed inapplicable, shall the City defend, indemnify, and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers, and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.
- 12.2 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

## **ARTICLE 13**

### **EVENT OF DEFAULT**

- 13.1 An event of default shall mean a material breach of this Agreement by the County as follows:
  - 13.1.1 The County repeatedly disregards local priorities established by the City Administrator which the County is required to observe by the Agreement, and which have been communicated in writing by action of the City Council to the County on more than one occasion.
  - 13.1.2 The County does not maintain sufficient personnel in the Department of Emergency Services 911 to handle the volume of 911 calls as required by Article 5.
  - 13.1.3 The County consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by action of the City Council to the County on more than one occasion.
- 13.2 An event of default shall mean a material breach of this Agreement by the City as follows:
  - 13.2.1 Failure of the City to establish specific objectives, written and attainable local priorities for local emergency communication services activities and transmit the same to the Director of the Fulton County Department of Emergency Services 911.

## **ARTICLE 14**

### **TERMINATION AND REMEDIES**

- 14.1 The City or the County may terminate this Agreement only for an event of default, or as outlined in Article 3, Term of Agreement, unless the default is cured as provided in this Article.
- 14.2 If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period, or any longer period which the City prescribes.

- 14.3 If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period (30 days for payments) or any longer period which the County prescribes.
- 14.4 In the event that either party breaches a material term of condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.
- 14.5 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

## **ARTICLE 15**

### **AMENDMENTS**

This Agreement may be modified at any time during the term by mutual written consent of both parties.

## **ARTICLE 16**

### **NOTICES**

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager  
141 Pryor Street, SW Suite 10000  
Atlanta, Georgia 30303  
404-612-8335  
404-612-0350 (facsimile)

With a copy to:

Y. Soo Jo, County Attorney  
141 Pryor Street, SW,  
Suite 4038  
Atlanta, Georgia 30303  
404-612-0251  
404-730-6324 (facsimile)

If to the City:

Sonja Fillingame, City Manager  
City of Union City  
5047 Union Street  
Union City, GA 30291  
770-964-2288

Dennis Davenport, City Attorney  
City of Union City  
100 Habersham Drive  
Fayetteville, GA 30214

## **ARTICLE 17**

### **NON- ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE 18**

**ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

**ARTICLE 19**

**SEVERABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

**ARTICLE 20**

**BINDING EFFECT**

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors

**ARTICLE 21**

**COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

**WHEREFORE**, the parties having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

**IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals

**FULTON COUNTY, GEORGIA**

**ATTEST:**

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

\_\_\_\_\_  
Tonya R. Grier, Clerk (SEAL)  
Clerk to the Commission

**APPROVED AS TO FORM:**

**APPROVED AS TO SUBSTANCE:**

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

\_\_\_\_\_  
Chris Sweigart, Director  
Department of Emergency Services 911

**CITY OF UNION CITY, GEORGIA**

**ATTEST:**

\_\_\_\_\_  
Vince Williams, Mayor  
City of Union City

\_\_\_\_\_  
City Clerk (SEAL)

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
Sonja Fillingame, City Manager  
City of Union City

\_\_\_\_\_  
City Attorney

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Cassandra Jones, Police Chief  
City of Union City

\_\_\_\_\_  
Joe Maddox, Fire Chief  
City of Union City





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 26-0153

**Meeting Date:** 3/18/2026

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

Presentation of Proclamations and Certificates.

Proclamation recognizing “Vietnam War Veterans Appreciation Day.” **(Ellis/BOC)**

Proclamation recognizing “Public Works Appreciation Day.” **(Ellis/BOC)**

Proclamation recognizing “National Council of Negro Women Appreciation Day.”  
**(Arrington/Abdur-Rahman)**





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 26-0155

**Meeting Date:** 3/18/2026

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





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 26-0156

Meeting Date: 3/18/2026

### Department

Finance

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

Request approval of a Resolution of the Board of Commissioners of Fulton County expressing its intention to advance Phase Three of the Project Care Initiative and pursue the acquisition, construction, equipping, financing and completion of a new hospital facility in South Fulton County pursuant to the arrangements with the Grady Health System and the Fulton-DeKalb Hospital Authority for the purpose of providing medical services and indigent care in Fulton County (The “New South Fulton Hospital Project”; authorizing the proper officers of Fulton County, Georgia to commence negotiations and take such other actions as may be necessary or appropriate to advance the New South Fulton Hospital Project; and for other purposes.

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

Click or tap here to enter text.

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

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 County, Fulton DeKalb Hospital Authority, the Grady Hospital Memorial Corporation have preliminarily determined the project cost of the “new South Fulton Hospital Project” will be approximately \$900,000,000 of which \$300,000,000, (the “County Portion” is expected to be paid by the county whether from

legally available funds, or from the proceeds of the Authority's issuance of one or more series or issues of tax-exempt or taxable bonds or revenue certificates, and the remaining portion of Project costs is expected to be paid through private philanthropic sources and funds provided by the Corporation. Subsequent to the approval of this Resolution, the Authority and Corporation will adopt Resolutions approving their respective execution, delivery and performance of any such intergovernmental contracts, development and funding agreements, bonds, and related documents. Prior to issuance of the proposed project financing the Corporation shall provide evidence to Fulton County that it has secured the private proceeds in an amount which, together with the Corporations funds and the County's portion, is sufficient to fund the Project Costs.

**Community Impact:** Continue Fulton County's commitment to citizen health.

**Department Recommendation:** Recommend Approval

**Project Implications:** Provides the County's Commitment for \$300M of Project costs

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

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

**Funding Line 1:**

Will be assigned upon issuance of the Financing bonds through the Fulton DeKalb Hospital Authority.

**Funding Line 2:**

[Click here to enter text.](#)

**Funding Line 3:**

[Click here to enter text.](#)

**Funding Line 4:**

[Click here to enter text.](#)

**Funding Line 5:**

[Click here to enter text.](#)

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF FULTON COUNTY, GEORGIA EXPRESSING ITS INTENTION TO ADVANCE PHASE THREE OF THE PROJECT CARE INITIATIVE AND PURSUE THE ACQUISITION, CONSTRUCTION, EQUIPPING, FINANCING AND COMPLETION OF A NEW HOSPITAL FACILITY IN SOUTH FULTON COUNTY PURSUANT TO ARRANGEMENTS WITH THE GRADY HEALTH SYSTEM AND THE FULTON-DEKALB HOSPITAL AUTHORITY FOR THE PURPOSE OF PROVIDING MEDICAL SERVICES AND INDIGENT CARE IN FULTON COUNTY (THE “NEW SOUTH FULTON HOSPITAL PROJECT”); AUTHORIZING THE PROPER OFFICERS OF FULTON COUNTY, GEORGIA TO COMMENCE NEGOTIATIONS AND TAKE SUCH OTHER ACTIONS AS MAY BE NECESSARY OR APPROPRIATE TO ADVANCE THE NEW SOUTH FULTON HOSPITAL PROJECT; AND FOR OTHER PURPOSES.**

**WHEREAS**, In 2022, Wellstar Health System closed two hospitals in Fulton County, Georgia (“Fulton County” or “the County”), namely Atlanta Medical Center South located in South Fulton and Atlanta Medical Center located in Central Fulton, triggering a public health emergency that left hundreds of thousands of residents without access to critical healthcare services; particularly residents in the southern portion of the County; and

**WHEREAS**, in response to this crisis, the County, through a tri party partnership, to assessed the damage caused by these closures and charted a path forward — launching “Project Care” to conduct a comprehensive needs assessment and develop a healthcare delivery plan to address the resulting healthcare gaps; and

**WHEREAS**, the County has closed on its funding commitment in respect of the Phase 1 of the Project Care recommendations (*e.g.*, the freestanding, emergency room), and the Board of Commissioners now desires to express its support for undertaking the early stage activities necessary or appropriate to advance the next phase of such recommendations, namely, the acquisition, construction, development, equipping and funding of a new, acute inpatient hospital located in South Fulton County (as further described herein); and

**WHEREAS**, pursuant to the provisions of Georgia Laws 1941, pp. 241 *et seq.*, Fulton County, Georgia (the “County”) and DeKalb County, Georgia (“DeKalb”) were authorized to establish a hospital authority and, pursuant thereto, the Board of Commissioners of the County (the “Board of Commissioners”) by resolution adopted on August 6, 1941 and the Board of Commissioners of DeKalb County by resolution adopted on August 9, 1941 duly established “The Fulton-DeKalb Hospital Authority” (the “Authority”) in accordance with the law then in effect; and

**WHEREAS**, the Hospital Authorities Law, Article 4, Chapter 7 of Title 31 of the Official Code of Georgia Annotated (the “Act”), provides for the powers, duties and functions of hospital authorities, including the Authority; and

**WHEREAS**, pursuant to Section 31-7-84 of the Act, a county shall have the power to adopt a resolution and execute a contract for the use of facilities and services of an authority and

provision shall be made annually by such county contracting with an authority for the payment for the services and facilities of an authority used by a county out of general funds or out of tax revenues realized for the purpose of providing medical care or hospitalization for the indigent sick and others entitled to the use of the services and facilities of an authority; and

**WHEREAS**, pursuant to Section 31-7-85 of the Act, a county, for the purpose of using the facilities of an authority, is authorized by action of its governing body to enter into contracts with an authority for a period not exceeding 40 years as shall be necessary to provide for the continued maintenance and use of the facilities of an authority; and

**WHEREAS**, the Authority now owns a complete medical center including hospital facilities known as “Grady Memorial Hospital” and outpatient clinical facilities and related parking and other facilities (collectively, the “Grady Health System”); and

**WHEREAS**, the Authority has leased the Grady Health System pursuant to a Lease and Transfer Agreement, dated as of April 7, 2008, to Grady Memorial Hospital Corporation, a Georgia nonprofit corporation (the “Corporation”) which now operates the Grady Health System; and

**WHEREAS**, the County and DeKalb (together, the “Counties”), together with the Authority, have previously entered into various contracts and agreements relating to the operation, maintenance and financing of the medical, clinical, parking and other facilities of the Grady Health System, all for the purpose of continuing the provision of medical services and hospital facilities for the indigent sick of the Counties; and

**WHEREAS**, the Authority, the Corporation and the County have preliminarily determined that the acquisition, construction, equipping, financing and completion of a new, inpatient care hospital located in the southern portion of the County (“South Fulton County”), which when completed shall form a part of the Grady Health System’s hospital facilities (the “New South Fulton Hospital Project”), and payment of costs associated therewith will (a) advance the goals and objectives of the Project Care by restoring care in South Fulton County, and (b) further benefit the health and welfare of residents of the County; and

**WHEREAS**, it is estimated that the total cost of the New South Fulton Hospital Project will be approximately \$900,000,000 (the “Project Costs”) of which (a) not more than the lesser of (i) one-third (1/3) of the total cost or (ii) \$300,000,000 (the “County Portion”) is expected to be paid by the County whether from legally available funds or from the proceeds of the Authority’s issuance of one or more series or issues of tax-exempt or taxable bonds or revenues certificates (the “Proposed Revenue Certificates”) (or a combination thereof) and (b) the remainder of such costs is expected to be paid through private philanthropic sources and funds provided by the Corporation; and

**WHEREAS**, the Authority, the Corporation and the County are expected to engage in negotiations concerning the terms and obligations pursuant to one or more intergovernmental contracts, development and funding agreements, bond/certificate documents and agreements, and such other matters as may be necessary or appropriate to advance the New South Fulton Hospital Project, subject in all cases to the final approval of the definitive documents and agreements and financing terms prior to the execution and delivery of same by the Board of Commissioners, and further subject to the Corporation’s agreement to be responsible for any cost overruns relating to the New South Fulton Hospital Project; and

**WHEREAS**, it is further expected that the Authority and the Corporation will each adopt resolutions approving, as applicable, their respective execution, delivery and performance of any such intergovernmental contracts, development and funding agreements and bond/certificate related documents and agreements in respect of the Proposed Revenue Certificates (if any), in each case relating to the New South Fulton Hospital Project;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF FULTON COUNTY, GEORGIA**, and it is hereby resolved by authority of the same, that the pursuit of the New South Fulton Hospital Project and the undertaking of all necessary and appropriate actions to advance same are hereby ratified, confirmed and approved in all respects; provided, however, that prior to the execution, delivery and performance by the County of any of the intergovernmental agreements, contracts, documents, financing instruments or similar matters relating to the financing of the County's Portion shall require the approval of the Board of Commissioners; provided, further, that (a) the Corporation shall be responsible for any cost overruns in excess of the Project Costs and (b) the Board of Commissioners shall be required to approve any proposed increases in the County's Portion;

**BE IT FURTHER RESOLVED** that prior to the issuance of the Proposed Revenue Certificates, if any, the Corporation shall provide evidence to Fulton County that it has secured or reasonably expects to secure private proceeds (*e.g.*, pledges, donations and corporate funds) in an amount which, together with the Corporation's funds and the County's Portion, is expected to be sufficient to fund the Project Costs in full, and support completion of the New South Fulton Hospital Project; and

**BE IT FURTHER RESOLVED**, that the County's participation in the New South Fulton Hospital Project is further subject to the County's approval of the required budgetary, appropriation and other similar approvals of the Board of Commissioners; and

**BE IT FURTHER RESOLVED** that all actions heretofore taken by the County relating to the planning, pre-development, feasibility analysis and other matters necessary to timely implement the New South Fulton Hospital Project are hereby ratified, confirmed and approved, and the Chairman, Vice Chair, Director of Finance, County Attorney and County Clerk are each hereby authorized and directed to take any and all other actions necessary or appropriate to continue to advance the New South Fulton Hospital Project, subject to the limitations set forth in this resolution.

[Remainder of Page Intentionally Left Blank]

**BE IT FURTHER RESOLVED** that any or all resolutions or ordinances or parts of resolutions or ordinances in conflict with this resolution are, to the extent of such conflict, hereby repealed, and this resolution shall take immediate effect and shall be in full force and effect from and after the date of its adoption.

**SO PASSED AND ADOPTED**, this \_\_\_\_ day of \_\_\_\_\_, 2026.

---

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

ATTEST:

---

Tonya R. Grier, Clerk  
Board of Commissioners of  
Fulton County, Georgia

APPROVED AS TO FORM:

---

Y. Soo Jo  
County Attorney

**CLERK'S CERTIFICATE**

**STATE OF GEORGIA,**

**FULTON COUNTY**

I, Tonya R. Grier, Clerk of the Board of Commissioners of Fulton County, do hereby certify that the foregoing pages constitute a true and correct copy of the resolution adopted by the Board of Commissioners of Fulton County at an open public meeting, at which a quorum was present, duly called and lawfully assembled at \_\_ .m., on the \_\_\_ day of \_\_\_\_\_, 2026, the original of said resolution being duly recorded in the Minute Book of the Board of Commissioners, which Minute Book is in my custody and control. I do hereby further certify that the following members of the Board of Commissioners were present at said meeting:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and that the following members were absent:

\_\_\_\_\_  
\_\_\_\_\_

and that said resolution was duly adopted by vote of:

yes \_\_\_\_\_ no \_\_\_\_\_

**WITNESS** my hand and the official seal of Fulton County, Georgia, this the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Clerk  
Board of Commissioners of Fulton County





# Fulton County Board of Commissioners

## Agenda Item Summary

---

**Agenda Item No.:** 26-0157

**Meeting Date:** 3/18/2026

---

### 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

### Fiscal Impact / Funding Source

**Funding Line 1:**

n/a



# **Fulton County Operational Report**

March 18, 2026

Board of Commissioners Meeting

# AGENDA

## Justice

- Justice System
- Jail Facilities

## Focus Areas

- Behavioral Health
- HIV Elimination

## Finance and Purchasing

- ARPA Reporting
- Monthly Financials
- Emergency and County Manager Contracts



# **Justice System Update**



FULTON COUNTY GOVERNMENT

# Justice System Update

J1-TOWER

MARCH 18, 2026

## AGENDA

- 01 JUSTICE SYSTEM SCORECARD
- 02 JAIL POPULATION UPDATE
- 03 DIVERSION CENTER UTILIZATION UPDATE

# JUSTICE SYSTEM SCORECARD

## MONTHLY UPDATE



MEASURE	GOAL	MAY 2023 BASELINE	JANUARY 2026	FEBRUARY 2026	DELTA <i>(previous month vs. current month)</i>
Average Length of Stay	30 days	71 days	37 days	52 days	15 day increase
Jail Population Unindicted without other charges	10%	34%	15%	16%	1% increase
Clearance Rate for Felony Criminal Cases	100%	72%	177%	101%	76% decrease
Felony Cases Disposed within 180 Days	90%	25%	37%	31%	6% decrease
Felony Cases Disposed within 365 Days	98%	63%	59%	61%	2% increase

*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

MARCH 18, 2026

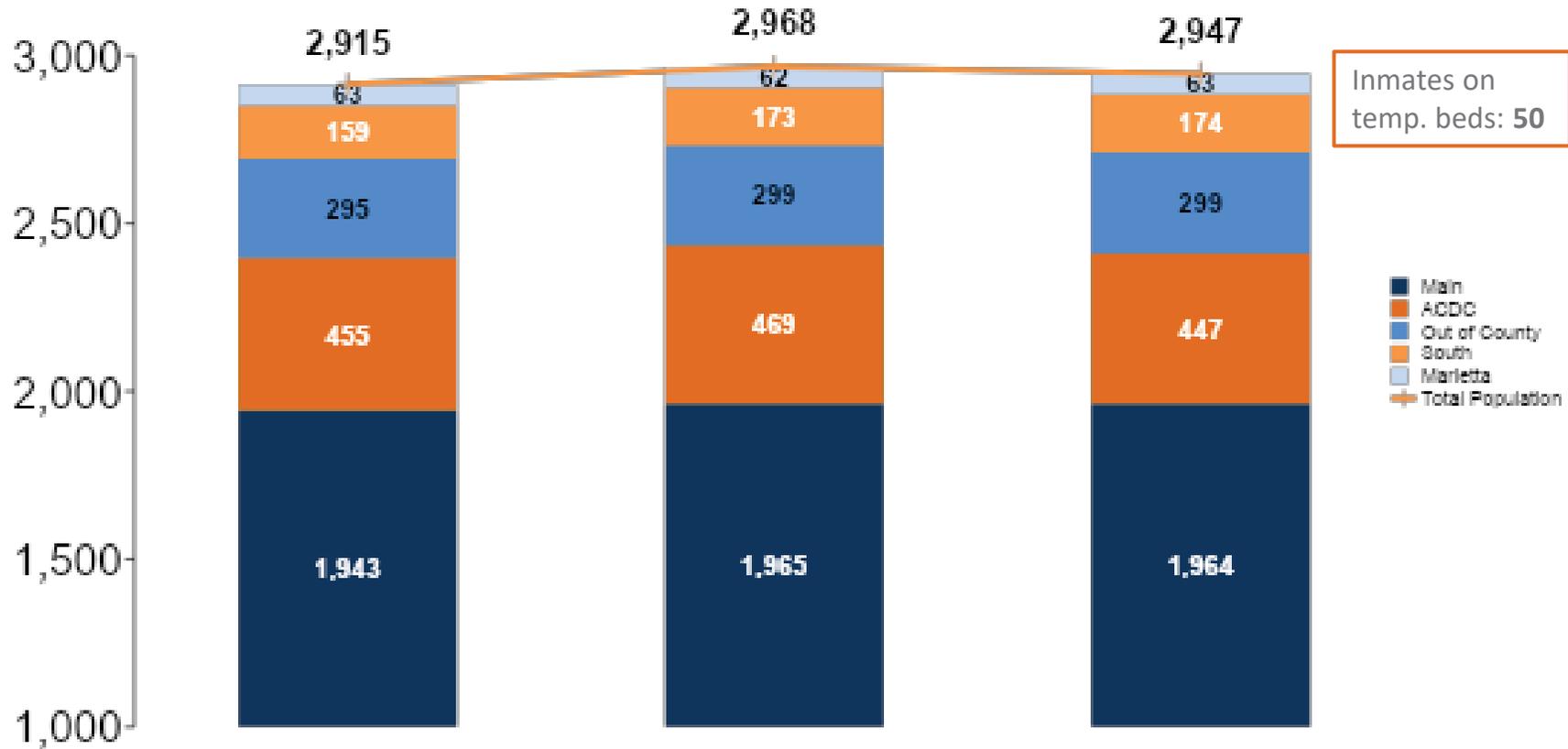
## AGENDA

- 01 JUSTICE SYSTEM SCORECARD
- 02 JAIL POPULATION UPDATE
- 03 DIVERSION CENTER UTILIZATION UPDATE

# AVERAGE MONTHLY POPULATION



**2,851**  
 as of 3/11/2026



Inmates on  
 temp. beds: 50

- Main
- ACDC
- Out of County
- South
- Marietta
- ⊕ Total Population

	December	January	February
Book In	1836	1852	1782
Book Out	1834	1790	1834
Net	-2	-62	52

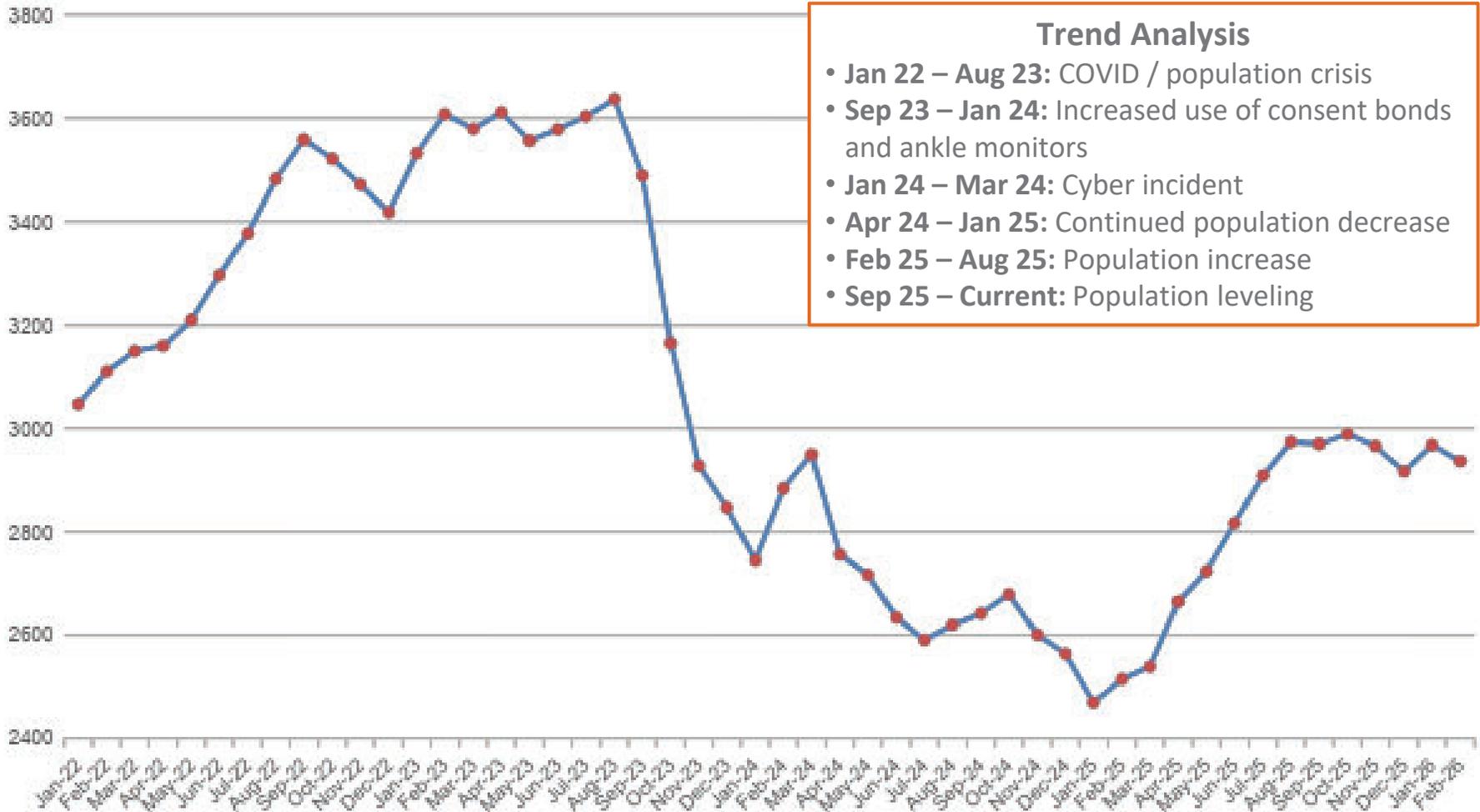
# AVERAGE MONTHLY JAIL POPULATION POPULATION BY FACILITY



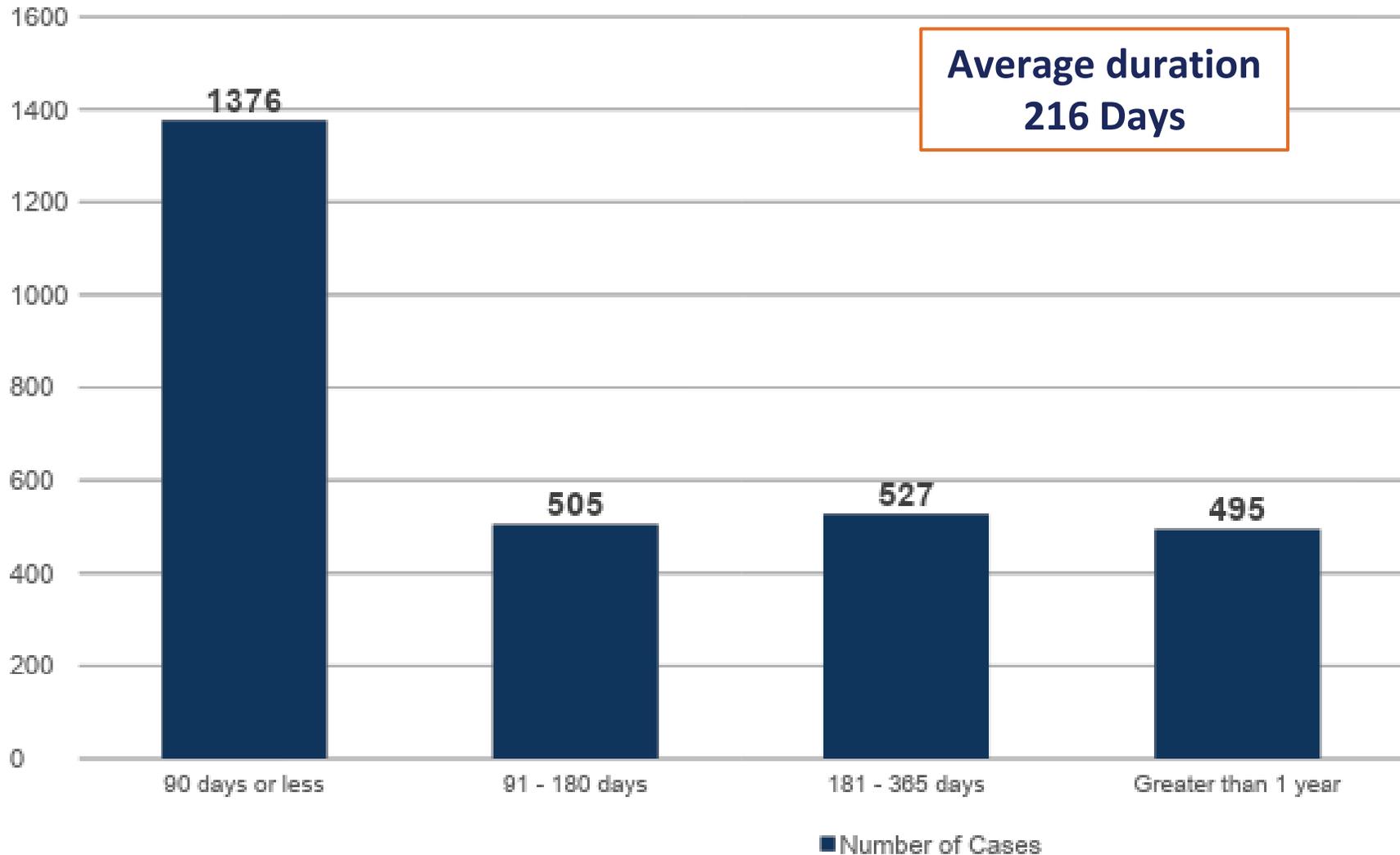
	DECEMBER	JANUARY	FEBRUARY	3/11/2026
<b>Main</b>	1,943	1,965	1,964	1,927
<b>ACDC</b>	455	469	447	414
<b>Out of County</b>	295	299	299	282
<b>South Annex</b>	159	173	174	169
<b>Marietta Annex</b>	63	62	63	59
<b>TOTAL</b>	2,915	2,968	2,947	2,851

# AVERAGE JAIL POPULATION OF ALL FACILITIES

## TRENDS



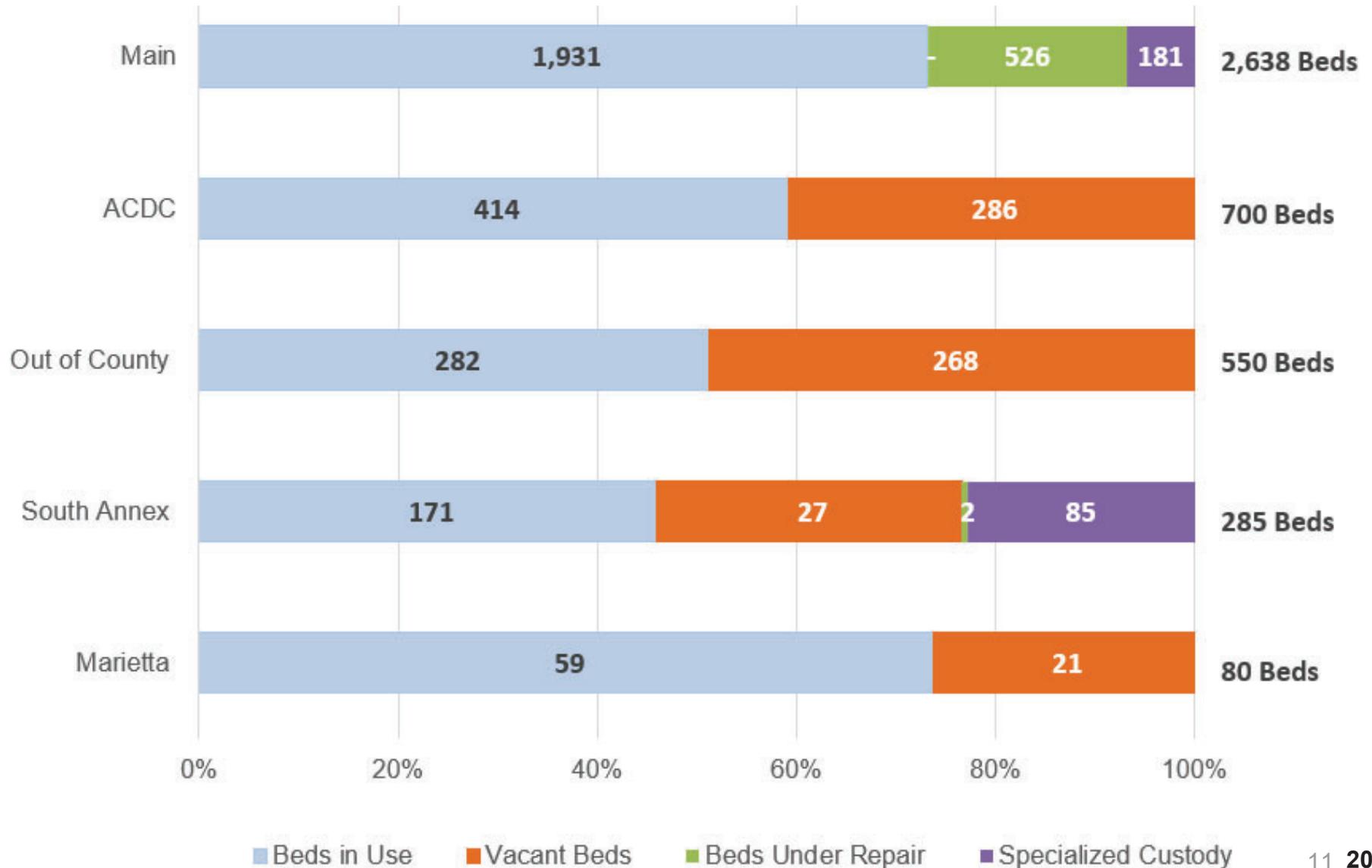
# LENGTH OF STAY FOR CURRENTLY INCARCERATED INMATES IN JAIL AS OF 3/5/2026



# JAIL POPULATION FACILITY UTILIZATION

AS OF 3/09/2026

**Specialized Custody:** inmate classification, competency, discipline, protective custody

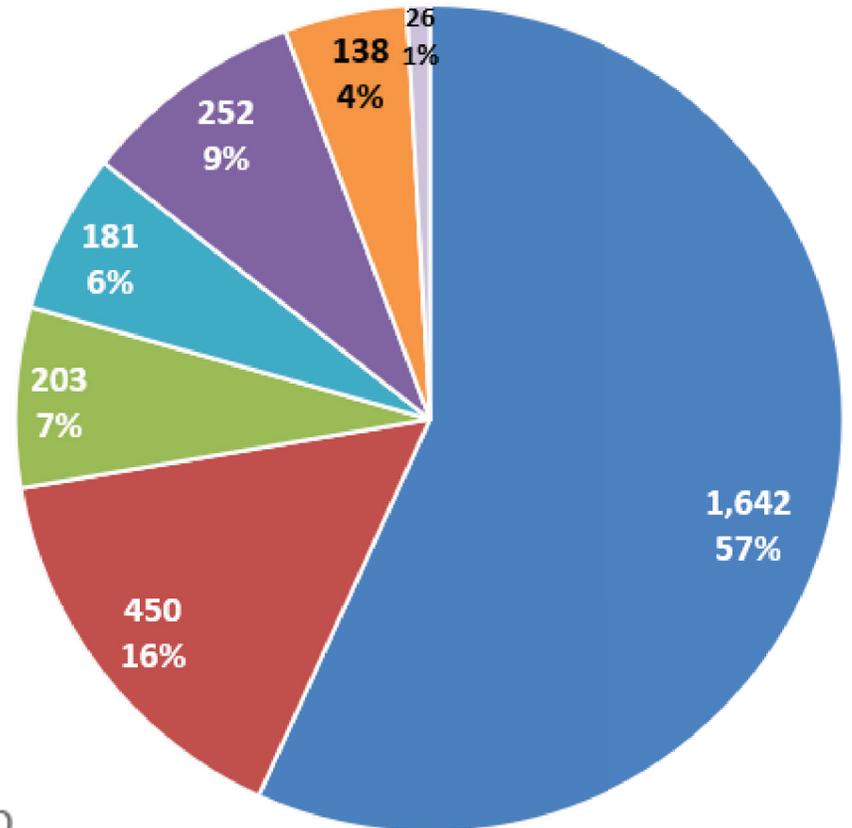


# JAIL POPULATION

## FULL INMATE ANALYSIS AS OF 3/10/2026



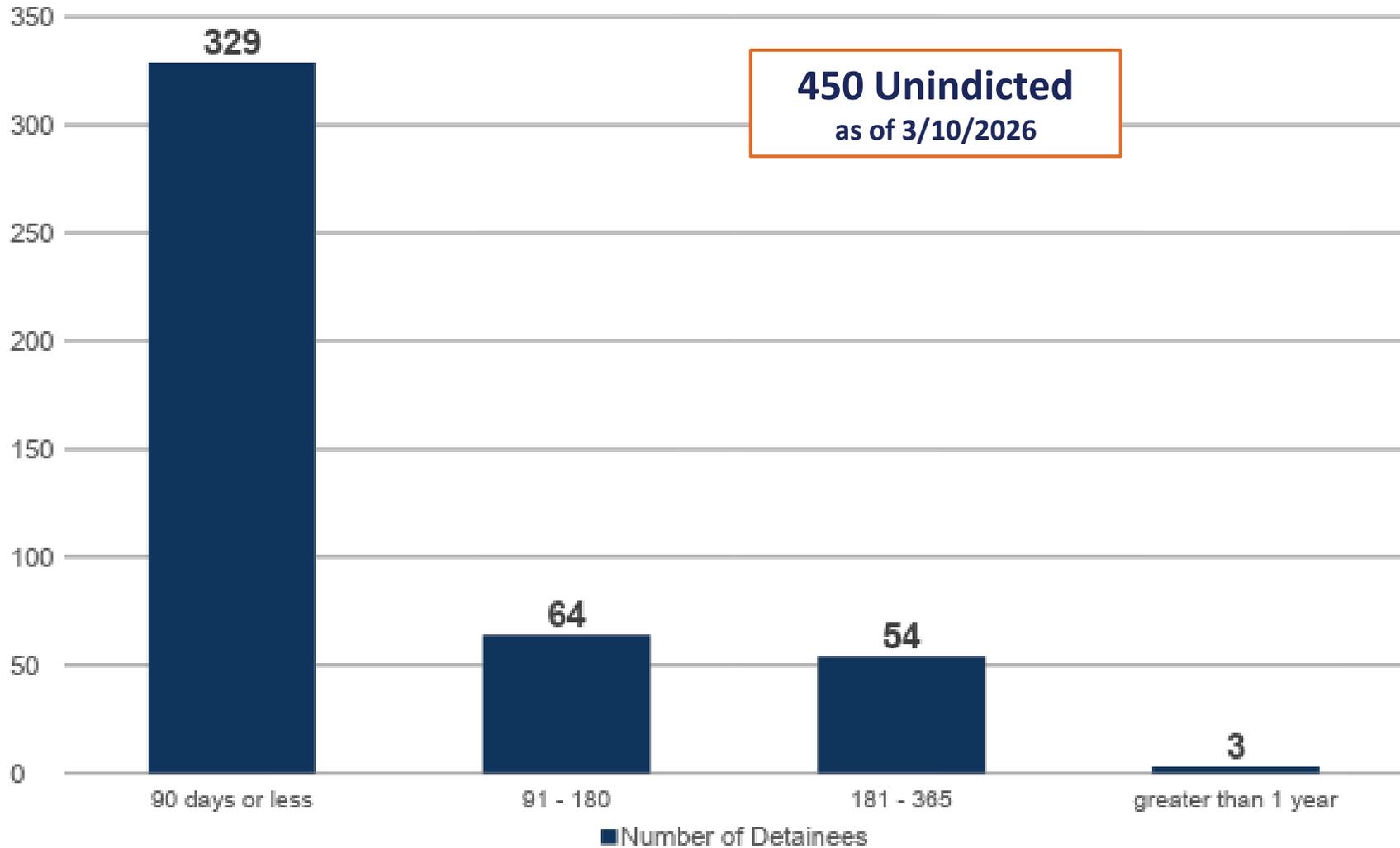
Status	Number of Inmates	
Unindicted	450	16%
Unaccused	26	1%
Indicted	1,642	57%
Accused	203	7%
Accused and Indicted	252	9%
Serving Sentence/CPO	138	4%
Other Hold Condition	181	6%
<b>TOTAL</b>	<b>2,892</b>	<b>100%</b>



- Indicted
- Accused
- Other Hold Condition
- Unaccused
- Unindicted
- Accused and Indicted
- Serving Sentence/CPO

# UNINDICTED JAIL POPULATION

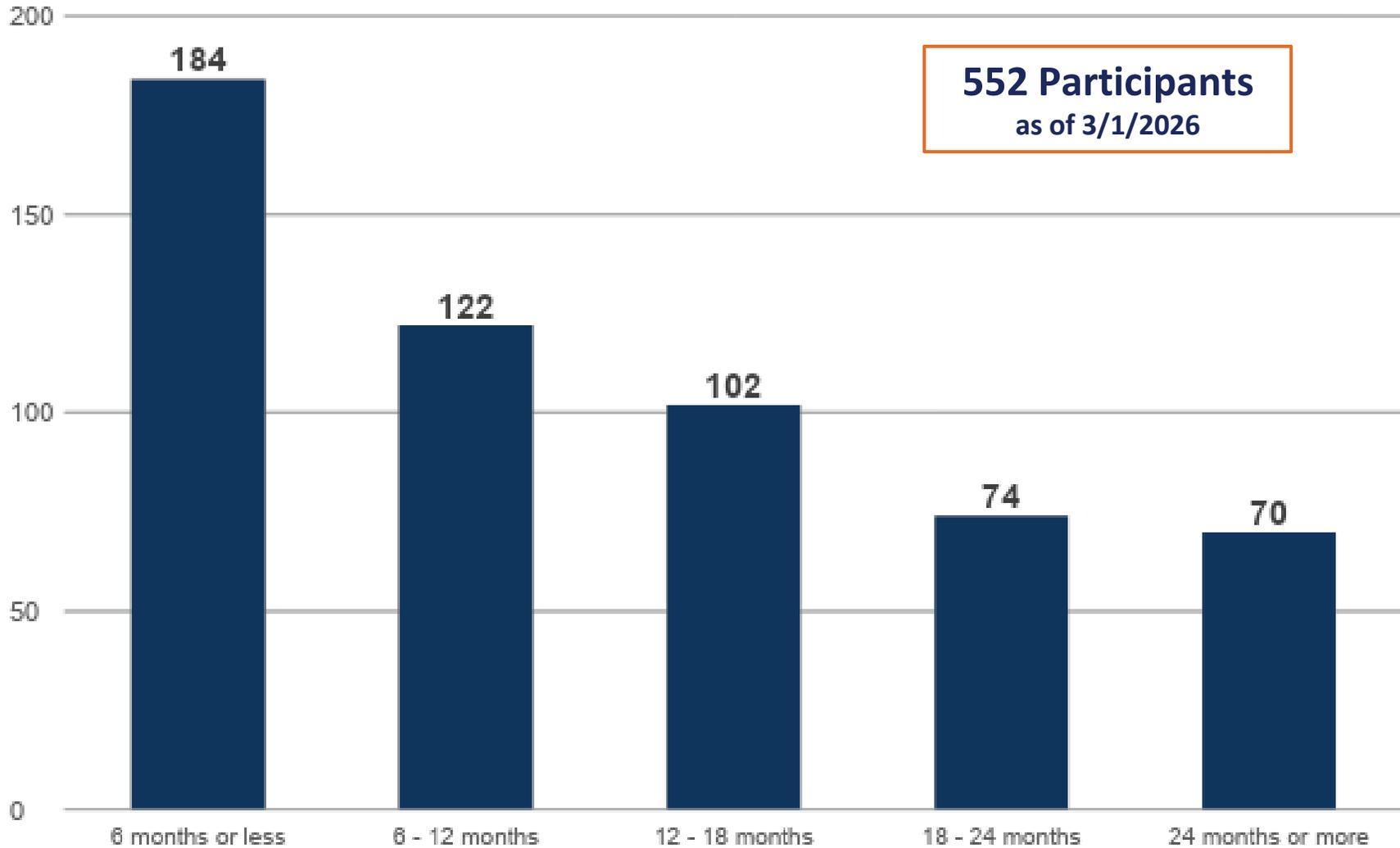
## DAYS IN JAIL AS OF 3/10/2026



Excludes detainees with pending indicted cases and holds (Probation Violations, Failure to Appear and foreign and/or other agency holds) 205

# ELECTRONIC MONITORING UPDATE

## MONTHS ON MONITOR AS OF 3/1/2026



# 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>JAN 2026</b>	184	122	102	74	70	<b>552</b>	55%	45%
<b>DEC 2025</b>	173	141	90	67	72	<b>543</b>	58%	42%
<b>NOV 2025</b>	169	143	90	66	71	<b>539</b>	58%	42%
<b>OCT 2025</b>	160	140	91	53	70	<b>514</b>	58%	42%
<b>SEP 2025</b>	167	179	123	31	72	<b>572</b>	60%	40%
<b>AUG 2025</b>	181	204	143	38	76	<b>642</b>	60%	40%



FULTON COUNTY GOVERNMENT

# Justice System Update

J1-TOWER

MARCH 18, 2026

## AGENDA

- 01 JUSTICE SYSTEM SCORECARD
- 02 JAIL POPULATION UPDATE
- 03 **DIVERSION CENTER UTILIZATION UPDATE**

# DIVERSIONS AND SERVICES

## MONTH OF FEBRUARY AS OF 2/28/2026



Jurisdiction	Number of Diversions	
Atlanta	128	53%
MARTA	48	20%
Fulton Police Dept.	46	19%
Atlanta Airport	12	5%
Sandy Springs	3	1%
Georgia Tech	2	1%
South Fulton	1	<1%
Fairburn	1	<1%
College Park	1	<1%
Fulton Sheriff	1	<1%
<b>TOTAL</b>	<b>243</b>	<b>100%</b>

Charges	Number of Diversions	
Criminal Trespass	132	54%
Loitering	32	13%
Pedestrian Related	21	9%
Disorderly Conduct	15	6%
Shoplifting	6	2%
Urban Camping	6	2%
Def/Ur in Public	5	2%
Public Indecency	5	2%
Violence Related	5	2%
Pandering	3	1%
Property Damage	1	<1%
Littering	1	<1%
Soliciting Money	1	<1%
<b>TOTAL</b>	<b>243</b>	<b>100%</b>

Connected Services	Count	
Housing	130	22%
Mental Health Care	128	22%
Transportation	125	21%
Food/Clothing	87	15%
Medications	40	7%
Health Care	34	6%
Substance Abuse Prgm.	31	5%
Income Support	19	3%
<b>TOTAL</b>	<b>594</b>	<b>100%</b>

**February Diversions**  
**219** unique individuals  
**18** guests diverted 2 times  
**6** guests diverted 3 times

# DIVERSION TRENDS

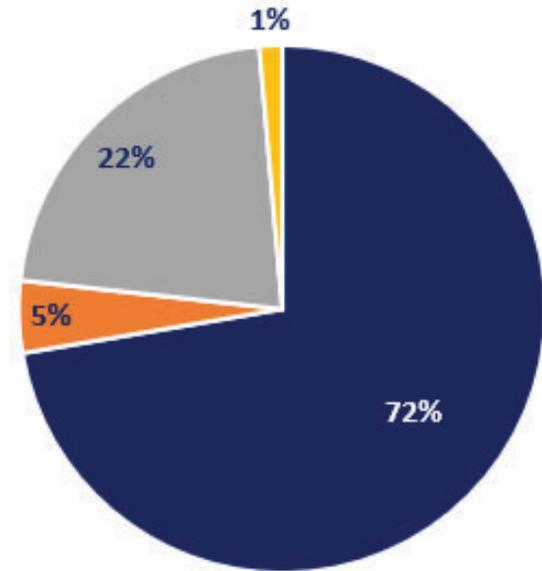
## DIVERSIONS AND DISCHARGES AS OF 2/28/2026



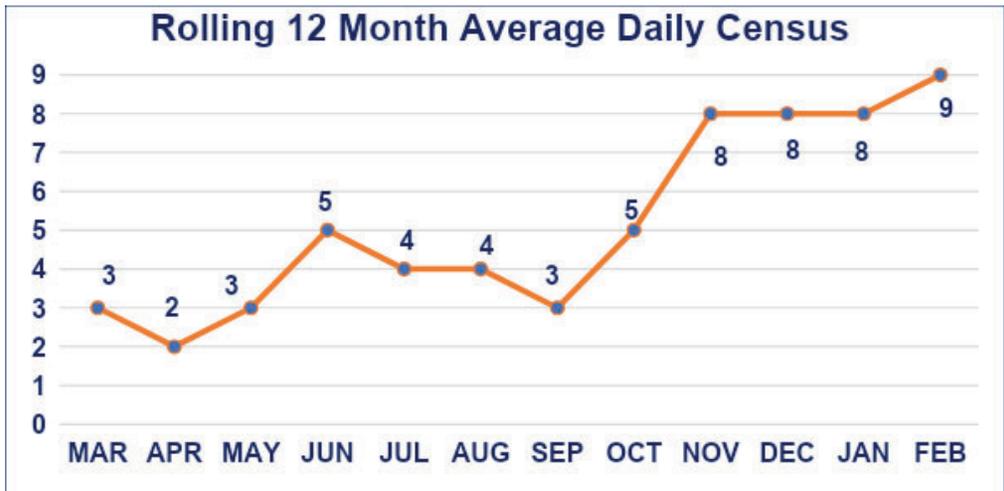
All time diversions  
**1,998**



All time discharges



- Completed
- Discharge to Hospital
- Discharge to Self
- Admin Discharges



# JAIL POPULATION REDUCTION INITIATIVES

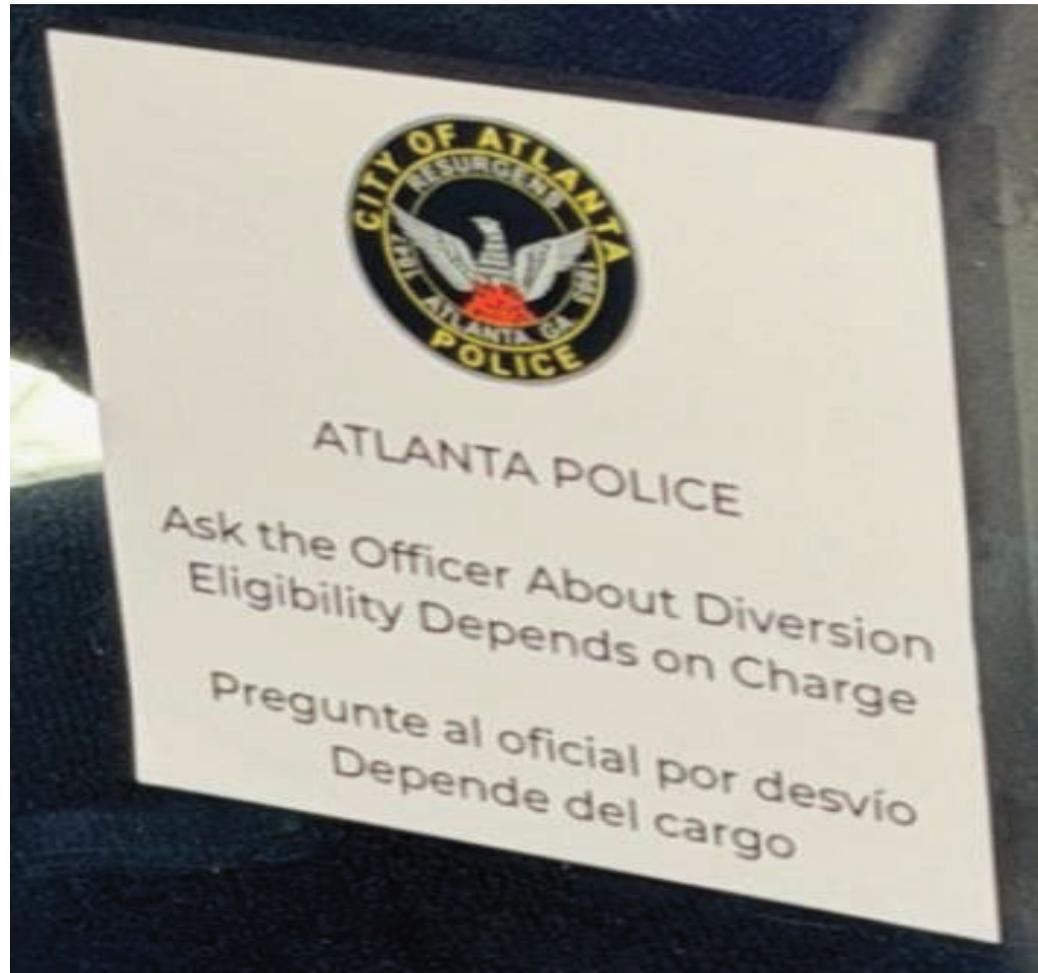


Initiative	Actions	Stakeholders
<b>Increase ankle monitor usage</b>	<ul style="list-style-type: none"> <li>District Attorney evaluating potential population across first appearance and indicted inmates</li> </ul>	<ul style="list-style-type: none"> <li>Courts</li> <li>District Attorney's Office</li> <li>Public Defender's Office</li> </ul>
<b>Text notifications for court dates</b>	<ul style="list-style-type: none"> <li>Confirm Tyler is configured to send notifications</li> <li>Identify policies and actions to begin notifications</li> </ul>	<ul style="list-style-type: none"> <li>Fulton County IT</li> <li>COSMC</li> <li>Courts</li> </ul>
<b>Low bond amounts (under \$10K)</b>	<ul style="list-style-type: none"> <li>Increase release to Pretrial Supervision</li> <li>Explore establishing a fund to pay low bond amounts</li> <li>Hold standing bond modification meetings between DA/SG and PD</li> </ul>	<ul style="list-style-type: none"> <li>Courts</li> <li>District Attorney's Office</li> <li>Public Defender's Office</li> <li>Solicitor General's Office</li> <li>Sheriff's Office</li> </ul>
<b>Inmates on other hold conditions</b>	<ul style="list-style-type: none"> <li>Refine data to identify inmates with not further action in the Fulton County justice system</li> </ul>	<ul style="list-style-type: none"> <li>Sheriff's Office</li> <li>Georgia Justice Project</li> <li>District Attorney's Office</li> <li>Public Defender's Office</li> </ul>
<b>Last chance diversion hub</b>	<ul style="list-style-type: none"> <li>Repurpose existing trailer at Rice Street for new hub</li> <li>Develop staffing plan</li> <li>Develop policies and procedures</li> </ul>	<ul style="list-style-type: none"> <li>Courts</li> <li>DREAM</li> <li>FCIT</li> <li>Sheriff's Office</li> <li>Justice Policy Board</li> <li>Atlanta Police Dept.</li> </ul>

## Next Steps

- Develop specific next steps with Justice Partners, including JPB and other stakeholders, for the 5 initiatives and other potential actions to reduce jail population
- Identify key data metrics/measures with uniform definitions and criteria:
  - Establish a joint data working group to include: County Admin, Superior and State Courts, COSMC, DA, SG, PD, FCSO
  - Target kickoff meeting in mid March
- Establish anticipated population and reasonable reduction targets for all initiatives
- Develop framework for County Admin to report on progress of all initiatives to BOC (monthly or quarterly in BOC Ops Report)

# DIVERSION CENTER OUTREACH





# QUESTIONS



# Jail Blitz Plan

# Jail Maintenance Blitz



Completed blitz unit



Cracked sanitary line in pipe chase

## ❑ Blitz Project Update

- **11 of 11** housing units completed = **100%**
- **3 South** completed on March 5, 2026
  - **5 South** residents moved to **3 South**
- Next blitz area: **6 South**
  - Due to 5 South vacancy, maintenance currently addressing open work orders
  - **Projected Completion: May 30, 2026**
- **7 North Zone 600**: Fire on 12/12/2025 requires major mechanical and aesthetic remediation.

# Jail Maintenance - Bed Availability

- Beds out of service due to active/scheduled repairs

Location	# of Beds
3 North	2
4 North	2
5 South	204*
6 South (scheduled blitz)	67
6 North (scheduled blitz)	53
7 North	198
<b>TOTAL</b>	<b>526*</b>

- 5 South beds (204) available this week



Vandalized Pipe Chase Door



Vandalized Day Room Window

# Jail Maintenance Performance

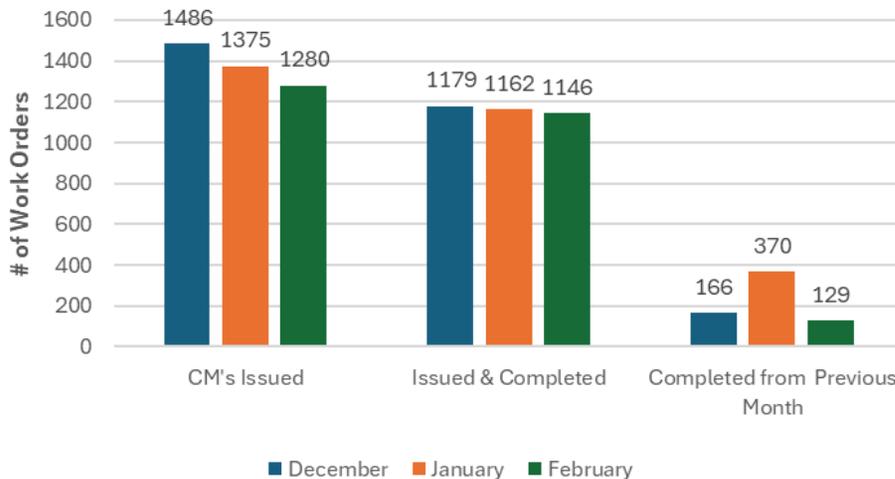
Thru 3/11/2026

- **Corrective Maintenance (Feb. 2026)**
  - 1,146 of 1,280 issued & completed: **89.5%**
  - 74 February CM's completed in **March** = **95.3%**
  - 1,349 total work orders completed in **February**
  - 65% of new work orders due to vandalism
  - # of new work orders trending downward
- **Preventive Maintenance (Feb. 2026)**
  - 270 of 331 PM's scheduled & completed: **82%**
- **Open Work Orders > 30 days = 796**
  - Upcoming blitz areas: **369**
  - Blitz areas require units to be vacant

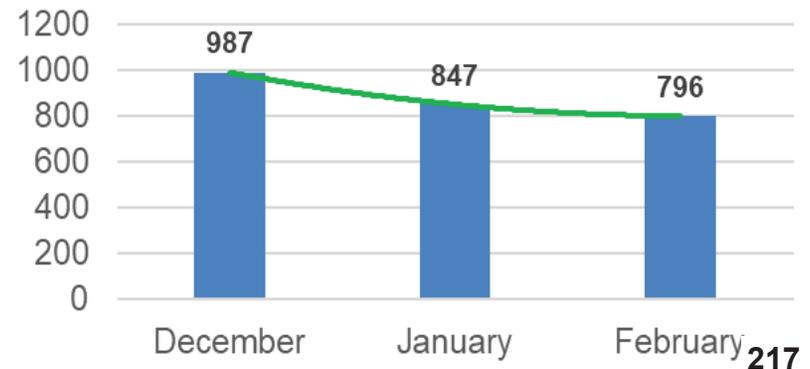


Fence Line Breach

## 3-Month Overview



## Work Order Backlog By Month



# Immediate Repairs Update

- **BOC approved \$3.2M for several critical repairs/upgrades**

DESCRIPTION	COST	STATUS
Fire Alarm Upgrade	\$723,865	<ul style="list-style-type: none"> <li>• <b>Completed</b> - 8/4/2025.</li> <li>• 2<sup>nd</sup> phase to address field devices began on 9/29/2025. Projected completion: September 2026.</li> </ul>
Padded Cells @ South Annex	\$260,000	<b>Completed</b> 1/17/2025.
Kitchen Equipment Replacement	\$212,302	<b>Completed</b> 6/11/2025
Laundry Equipment Replacement	\$346,657	2 of 6 new washers installed on 1/26/2026. Awaiting quote for replacement of all dryers due to recent fire.
Elevator Modernization	\$1,652,000	Solicitation currently in evaluation.
<b>TOTAL</b>	<b>\$3,194,824</b>	



# QUESTIONS



# Behavioral Health



**FULTON COUNTY**  
**BEHAVIORAL HEALTH &  
DEVELOPMENTAL DISABILITIES**

**Facts at a Glance 2025**

# ADULT OUTPATIENT SERVICES

- **Services Provided by Grady Behavioral Health & River-Edge**

In 2025, Core Adult Outpatient Services served 2956 unduplicated clients and delivered more than 31,692 service visits, demonstrating strong access and sustained engagement.



## 2025 ADULT BEHAVIORAL HEALTH TOTALS

<b>2,956</b>	<b>31,692</b>	<b>5,040</b>	<b>26,652</b>
Unique Clients Served	Service Visits Completed	Telehealth Visits	In-Person Visits
<u>MEDICATION ASSISTED OPIOID TREATMENT</u>			
<b>273</b>	<b>134</b>	<b>48</b>	<b>91</b>
Individuals Served	Received Buprenorphine	Received Verbal Interventions	People Seen at Onsite Locations
			<b>95%</b>
			Client Satisfaction

- **MAOT Clinic** services provided by **Grady** at: 10 Park Place, SE, Atlanta & North Fulton Service Center, 7741 Roswell Road, NE, Sandy Springs



# BEHAVIORAL HEALTH CRISIS CENTER

## 2025 Performance Totals

- 1,398 unique individuals served
- Completed 632 Crisis Stabilization admissions
- Temporary Observation Unit: 476 Clients
- Status: Full operational capacity with 24 beds & 16 observation chairs
- The program maintained a 96% diversion rate from inpatient hospitalization
- 93% diversion from the Crisis Stabilization Unit (CSU), with an average length of stay of 5.62 days
- 1st Joint Commission Accreditation completed and CBHDD
- Recertification completed



# CHILD & ADOLESCENT OUTPATIENT SERVICES

- *Services Provided by CHRIS 180 & Georgia Hope*

In 2025, the program maintained stable year-over-year growth, supported by a flexible hybrid in-person and telehealth model and consistent intake volume.



## 2025 CHILD & ADOLESCENT BEHAVIORAL HEALTH OUTPATIENT TOTALS

<b>2,188</b>	<b>7,190</b>	<b>4,253</b>	<b>2,937</b>
Unique Clients Served	Service Visits Completed	Telehealth Visits	In-Person Visits

## 2025 SCHOOL BASED BEHAVIORAL HEALTH TOTALS

- Services Provided by Summit Counseling & CHRIS 180

<b>2,127</b>	<b>25,527</b>	<b>3,310</b>	<b>22,217</b>
Unique Clients Served	Service Visits Completed	Telehealth Visits	In-Person Visits
<b>798</b>	<b>67</b>	<b>95%</b>	
New Admissions	Schools Served	Satisfaction Rate	



# YOUTH RESILIENCY PROGRAM

## YOUTH RESILIENCY PROGRAM

In 2025, the **Youth Resiliency Program** continued to serve as Fulton County's pre-justice intervention model for moderate-to high-risk youth. YRP remains a referral-driven diversion program, primarily serving youth identified through **CHINS** pathways. The program redirects youth before deeper court involvement, stabilizing families and supporting positive academic & behavioral outcomes.

**90**  
Youth Served

**139**  
Referrals

## FULTON COUNTY CLUBHOUSE FOR YOUTH

**28**  
Youth Served

**2,340**  
Programming Instances

**86%**  
\*DJJ Disengagement Success

## TEXT 4 HELP

- Support system for students in Fulton County Middle & High Schools
- Confidential resources from live clinicians **24/7** year-round
- Text messages typically answered within 3 minutes by a clinician



# PERMANENT SUPPORTIVE HOUSING

- **Services Provided by River Edge & Step Up**

In 2025, PSH continues to serve as the foundation for long-term behavioral health stabilization through housing-first principles & intensive care coordination. PSH delivers consistent engagement and strong cross-system coordination, with most services delivered in-person. Our 2,933 community service connections offer care navigation & stabilization support.



<b>287</b>	<b>16,314</b>	<b>4,725</b>	<b>11,304</b>
Unique Individuals Served	Total Service Visits	Telehealth Visits	In-Person Visits
<b>138</b>	<b>2,933</b>	<b>302</b>	<b>270</b>
Referrals to BHDD Services	Community Service Connections	Rental Units Available	Clients Housed



# CO-RESPONDER

- **Co-Responder pairs First Responders with Behavioral Health Clinicians to respond together to 911 calls involving individuals experiencing:**
  - **Mental health crises**
  - **Suicidal behavior**
  - **Substance use or co-occurring disorders**
  - **Cognitive concerns (e.g., dementia, confusion)**



**Co-Responders also conduct on-scene assessments & de-escalation, and connect individuals to appropriate community services**



# FULTON DEFLECTION & RECOVERY (FDR)

The community mobile outreach team aims to:

- Deflect individuals from the criminal justice system.
- Increase residents' connections to supportive services (i.e., recovery housing, mental health treatment, etc.)
- Decrease drug overdose deaths by distributing prevention supplies, overdose response, & harm reduction education.



## 2025 Totals

94	145	159	507
Outreach Occurences	Unique Encounters	Service Connections	People Trained in Overdose Prevention
860	10	327	
Harm Reduction Supplies Distributed	Community Events Attended	Direct Interactions at Community Events	



# SCREENING & RE-ENTRY UNIT

## SCREENING & RE-ENTRY UNIT (GRADY)

Implemented in 2019, the **Screening & Re-Entry Unit (SRU)** serves as Fulton County's early detection system inside the jail. Discharge planning begins at booking, and shifts the jail from reactive containment to proactive stabilization & re-entry planning.



## RE-ENTRY (WOMEN ON THE RISE)

### 2025 Totals

248	111	78	1,265
Referrals Received	Unique Women Served	Enrollment	Consumer Contacts
	207	0	99.3%
	Service Connections	Recidivism in 2025	Client Satisfaction



# OUTREACH & MOBILE UNIT



8,341

Clients Served

77

Community Events  
Attended

12

Community  
Partnerships Developed

38

Mobile Unit Attendance  
at Events



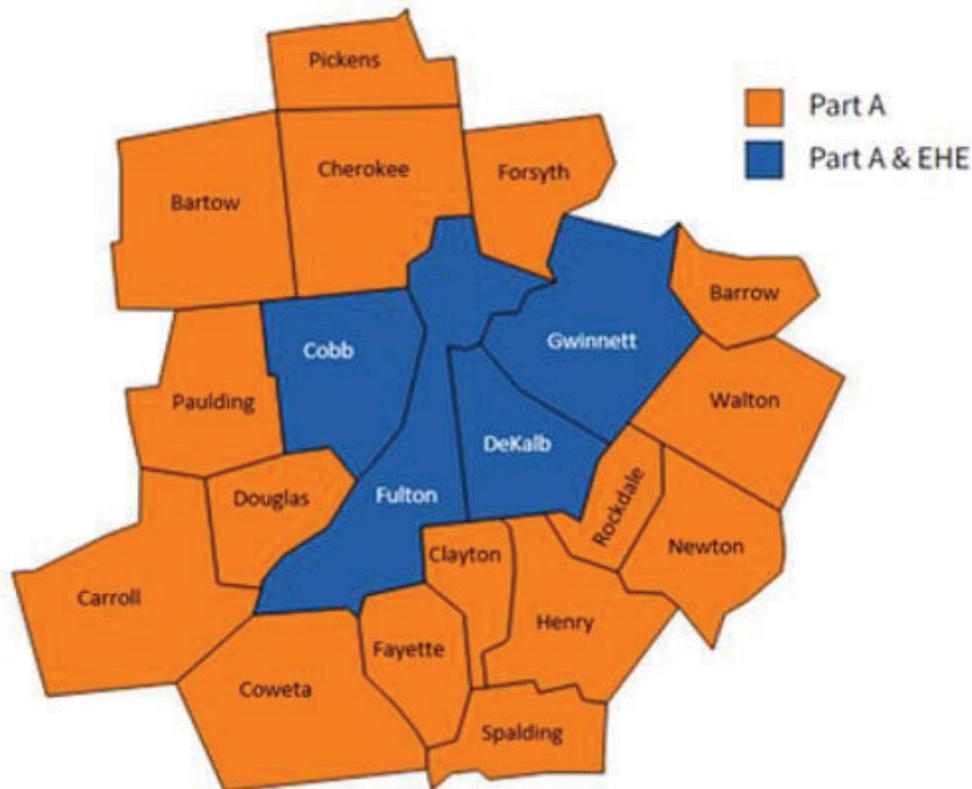


# QUESTIONS



# **HIV Elimination**

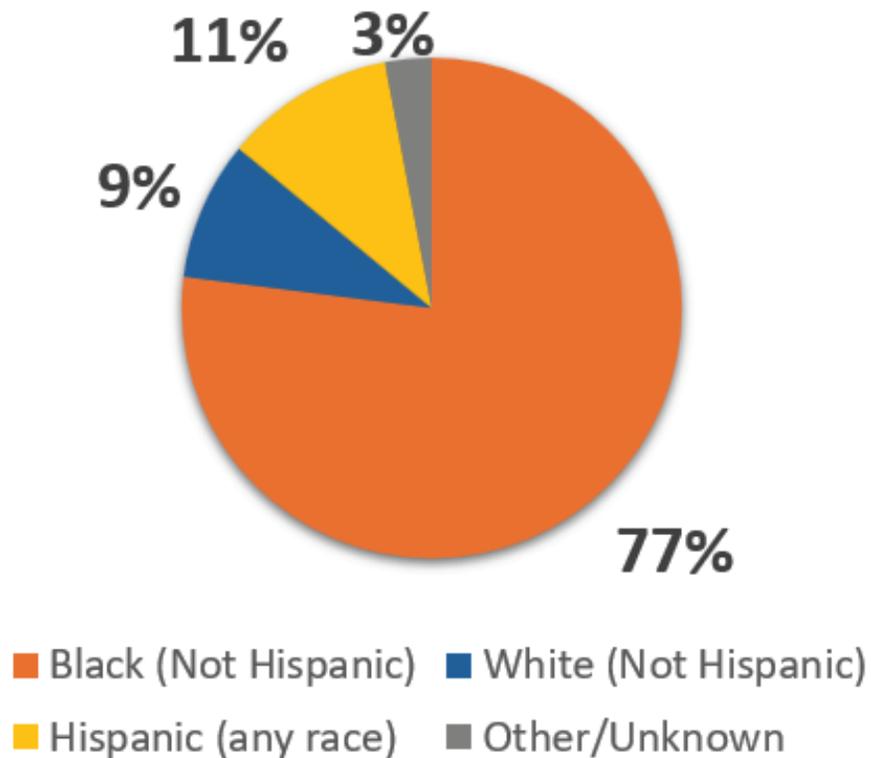
## SERVICE AREA AND NUMBER SERVED



- There are 39,321 people living with diagnosed HIV in Metro Atlanta with 33,979 in HIV care.
- **50% of all people in HIV care in Metro Atlanta are served by our programs.**
- In 2025, we served 19,416 people – up 8% in three years.

## RACE AND ETHNICITY

- African Americans and Hispanics are disproportionately impacted by HIV. About 34% of Metro Atlanta's population is Black; however, this subpopulation makes up 68% of Persons Living with HIV.
- The race and ethnicity of our clients reflects Atlanta's HIV Epidemic:



## VIRAL LOAD SUPPRESSION IMPROVEMENTS

- **Viral load suppression rate is up 3% in three years – to 88%.**
  - Prescribed antiretrovirals for >99% of medical clients - which is up 5% over three years.
  - Began paying for medications that can be injected once per month instead of daily pills.
  - Worked with primary care providers to see new clients within 3 days and to initiate antiretrovirals immediately (and immediate reinitiation for people returning to care).

## VIRAL LOAD SUPPRESSION IMPROVEMENTS

- **Viral load suppression rate is up 3% in three years.**
  - Worked with each agency to undertake clinical quality improvement projects to increase viral load rates.
  - Worked with agencies to ensure medical records are entered timely.
  - Developed viral suppression newsletter to provide service providers with best practices
  - Services are easier for people to access
    - Extended hours, telehealth, drop-in clinics, use of Uber and Lyft

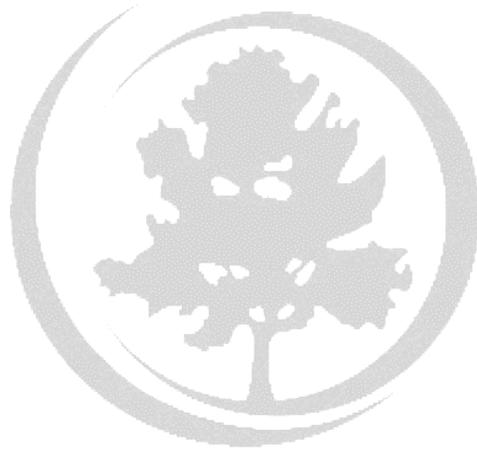
## NEW CLIENT SATISFACTION SURVEY 8/1/25 – 12/31/25

### 420 Survey Responses:

- 93% (n= 336/420) were able to schedule an appointment at convenient times
- 94% (375/400) report that they saw the provider within 30 minutes of their appointment time.
- 96% (n=330/344) were satisfied with the services received.
- **96% (n=324/339) Can better manage their HIV because of the services provided**



# QUESTIONS



# Finance and Purchasing



# **COVID 19 Reserve & ARPA Spend Update**

# ARPA Reporting

## Fulton County Government American Rescue Plan Report as of 3/12/2026

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	0.0	5.25	-	In progress	Active
Infrastructure Modernization (141 Pryor)	31.6	Yes	Yes	8.6	23.02	-	In progress	Active
Court Backlog Project - ORCA	79.3	Yes	Yes	0.0	79.24	(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	4.2	5.44	-	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 2025 vs 2026 -February

Department		2025			2026			(C/D)-(A/B)
		A	B	A/B	C	D	C/D	
		YTD 2025 Exp	2025 -Budget	%	YTD 2026 Exp	2026 Budget	%	% Change
Arts & Culture	181	\$ 476,428	\$ 6,090,899	8%	\$ 482,042	\$ 7,406,499	7%	-1%
Behavioral Health	755	\$ 899,955	\$ 19,655,052	5%	\$ 1,347,385	\$ 23,262,936	6%	1%
Board of Health	750	\$ 1,772,899	\$ 11,050,000	16%	\$ 91,400	\$ 10,936,058	1%	-15%
Child Attorney	237	\$ 591,015	\$ 3,930,086	15%	\$ 557,541	\$ 3,902,851	14%	-1%
Commission Districts	101	663,584	5,065,339	13%	\$ 669,552	\$ 5,283,092	13%	0%
Community Development	121	510,500	10,405,955	5%	\$ 663,015	\$ 10,375,306	6%	1%
County Attorney	235	931,182	5,587,092	17%	\$ 921,580	\$ 5,529,481	17%	0%
County Comm Clerk	110	311,698	1,398,473	22%	\$ 320,635	\$ 1,389,001	23%	1%
County Manager	118	574,924	4,275,412	13%	\$ 596,352	\$ 4,355,948	14%	0%
County Marshal	419	1,146,871	8,128,058	14%	\$ 1,157,893	\$ 8,237,763	14%	0%
District Attorney	480	5,409,852	39,354,311	14%	\$ 5,799,246	\$ 39,369,619	15%	1%
Diversity and Civil Rights	186	182,008	1,675,883	11%	\$ 248,117	\$ 1,885,671	13%	2%
DREAM	520	6,274,389	45,649,766	14%	\$ 8,077,412	\$ 48,136,728	17%	3%
Economic Development	120	221,054	1,524,606	14%	\$ 155,858	\$ 1,509,965	10%	-4%
Emergency Management	335	303,166	2,140,674	14%	\$ 199,013	\$ 2,345,016	8%	-6%
Emergency Services	333	1,457,385	3,478,261	42%	\$ 1,350,400	\$ 3,852,073	35%	-7%
External Affairs	130	356,578	2,985,602	12%	\$ 363,872	\$ 2,980,883	12%	0%
Family & Children's Services	620	44,209	1,684,840	3%	\$ 148,200	\$ 1,667,467	9%	6%
Finance	210	1,066,726	8,383,491	13%	\$ 977,690	\$ 8,197,500	12%	-1%
Grady Hospital	730	8,588,553	51,535,540	17%	\$ 1,136,206	\$ 52,537,909	2%	-15%
HIV Elimination	270	22,618	179,910	13%	\$ 20,095	\$ 178,055	11%	-1%
Human Resources	215	816,635	6,270,385	13%	\$ 784,100	\$ 6,018,456	13%	0%
Information Technology	220	3,029,458	43,727,572	7%	\$ 3,156,381	\$ 48,707,625	6%	0%
Juvenile Court	405	2,682,504	18,150,397	15%	\$ 2,827,525	\$ 18,720,904	15%	0%
Library	650	3,904,927	31,557,685	12%	\$ 4,860,763	\$ 32,469,665	15%	3%
Magistrate Court	422	686,016	5,161,258	13%	\$ 676,561	\$ 6,126,928	11%	-2%
Medical Examiner	340	888,924	6,586,101	13%	\$ 1,137,435	\$ 6,809,431	17%	3%
Non-Agency	999	19,339,108	249,159,911	8%	\$ 19,190,680	\$ 276,062,253	7%	-1%
Office of the County Auditor	119	208,859	1,633,708	13%	\$ 236,475	\$ 1,628,766	15%	2%
Police	320	1,988,432	14,047,164	14%	\$ 2,223,575	\$ 14,789,739	15%	1%
Probate Court	410	956,402	6,482,323	15%	\$ 940,215	\$ 6,399,635	15%	0%
Public Defender	490	4,346,895	27,547,416	16%	\$ 4,214,145	\$ 28,395,566	15%	-1%
Public Works	540	83,333	500,000	17%	\$ 82,474	\$ 494,844	17%	0%
Purchasing	230	672,912	5,130,323	13%	\$ 680,035	\$ 5,109,393	13%	0%
Regis & Elect	265	857,242	22,408,078	4%	\$ 1,196,175	\$ 32,061,069	4%	0%
Senior Services	183	3,489,808	30,286,934	12%	\$ 2,787,418	\$ 31,395,506	9%	-3%
Sheriff	330	22,603,765	153,787,661	15%	\$ 28,675,250	\$ 156,663,989	18%	4%
State Court-All Judges	421	1,052,830	7,181,411	15%	\$ 1,113,185	\$ 8,487,876	13%	-2%
State Court-General	420	1,335,210	9,232,810	14%	\$ 1,259,105	\$ 9,832,354	13%	-2%
State Court-Solicitor	400	1,873,209	13,209,975	14%	\$ 2,006,014	\$ 16,149,063	12%	-2%
Superior Court-All judges	451	1,559,012	10,278,927	15%	\$ 1,442,650	\$ 10,168,410	14%	-1%
Superior Court-Clerk	470	3,782,637	23,526,563	16%	\$ 4,223,452	\$ 24,620,261	17%	1%
Superior Court-General	450	3,884,700	26,804,150	14%	\$ 3,883,454	\$ 28,562,196	14%	-1%
Tax Assessor	240	2,834,806	23,022,579	12%	\$ 3,281,590	\$ 23,744,799	14%	2%
Tax Commissioner	245	2,702,955	19,900,404	14%	\$ 3,532,673	\$ 20,342,030	17%	4%
<b>Grand Total</b>		<b>\$ 117,386,173</b>	<b>\$ 989,772,985</b>	<b>12%</b>	<b>\$ 119,694,833</b>	<b>\$ 1,057,100,579</b>	<b>11%</b>	<b>-0.5%</b>

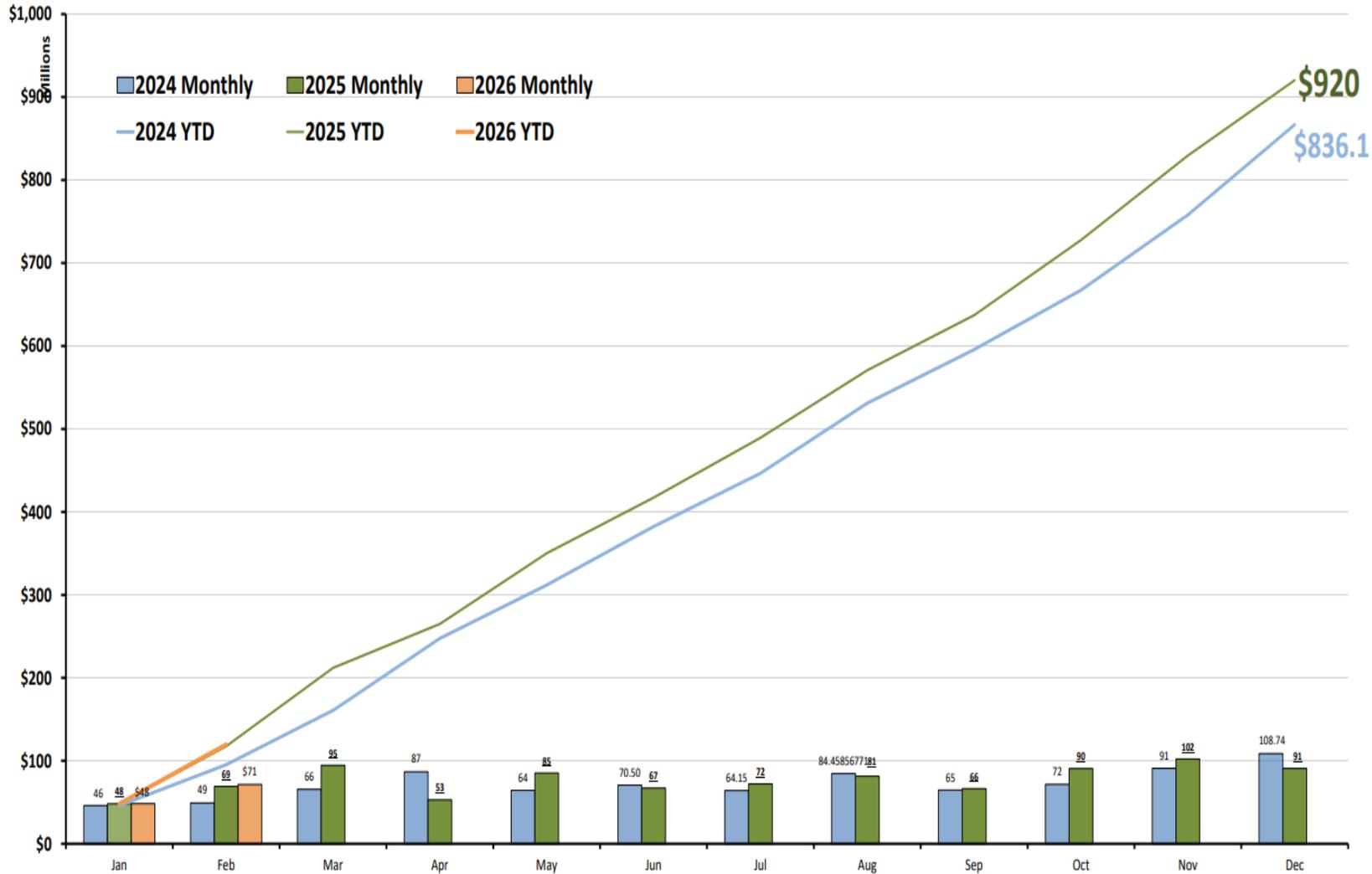
**C/D Color Legend**

17% of the Year (Feb)



# Monthly Financial Report

Monthly and Cumulative Expenditures for the General Fund 2024 2025 and 2026



# Monthly Financial Report

## General Fund Summary

### Personnel Vacancy Analysis 2026 - February- Full Time Permanent Positions

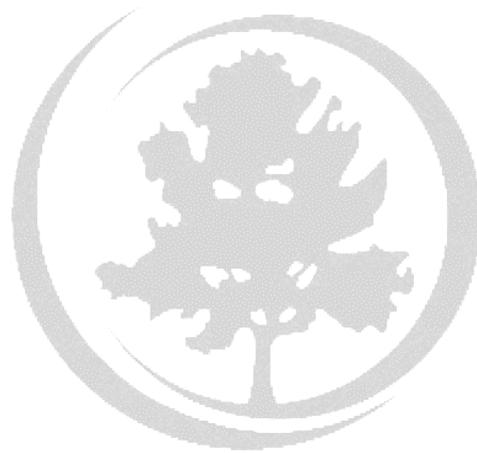
Department	FY26 YTD Expense	FY26 Budget	Personnel Count and Vacancies / Full Time Permanent													Avg. Vac.TD	
			Perm. Pos.	2026													
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec		
Commission Districts	640,171	4,486,730	25	3	1												12%
County Comm Clerk	159,498	1,046,671	8	0	1												0%
County Manager	561,313	3,641,973	22	0	1												0%
County Auditor	233,082	1,501,972	9	0	0												0%
Community Development	464,829	3,153,693	24	0	0												0%
External Affairs	323,407	2,255,511	18	2	2												11%
Arts & Culture	450,711	2,830,088	27	0	0												0%
Senior Services	1,532,181	10,739,651	126	13	18												10%
Diversity and Civil Rights	231,098	1,527,336	13	0	0												0%
Finance	947,107	7,041,776	62	9	6												15%
Human Resources	713,119	4,962,004	43	3	3												7%
IT	2,445,512	17,501,884	121	19	20												16%
Purchasing	635,793	4,261,822	36	2	2												6%
Child Attorney	540,643	3,725,900	23	2	1												9%
Tax Assessor	2,554,096	17,274,182	194	16	24												8%
Tax Commissioner	2,570,306	16,710,411	188	6	6												3%
Regis & Elect	661,131	7,427,884	41	2	2												5%
HIV Elimination	13,467	170,055	1	0	0												0%
Police	1,077,887	7,014,287	67	6	6												9%
Sheriff	14,512,362	94,822,719	939	131	135												14%
Emergency Services	201,418	1,977,538	14	4	0												29%
Emergency Management	198,236	1,350,572	10	0	1												0%
Medical Examiner	1,002,548	5,902,267	44	3	1												7%
State Court-Solicitor	1,937,267	13,019,076	120	6	23												5%
Juvenile Court	2,499,006	17,198,862	159	14	13												9%
Probate Court	865,441	5,687,563	53	3	3												6%
County Marshal	1,093,637	7,365,102	72	5	4												7%
State Court-General	1,141,979	7,298,581	76	6	13												8%
State Court-All Judges	1,099,241	8,132,162	48	6	6												13%
Magistrate Court	657,266	5,458,544	22	2	4												9%
Superior Court-General	3,405,852	22,562,340	202	11	13												5%
Superior Court-Alljudges	1,400,830	9,429,343	80	2	3												3%
Superior Court-Clerk	3,145,161	20,402,229	206	12	15												6%
District Attorney	5,342,391	34,835,928	269	10	8												4%
Public Defender	3,869,374	25,034,077	169	2	7												1%
DREAM	2,246,256	16,323,718	191	25	36												13%
Library	3,811,556	26,267,703	292	13	14												4%
Behavioral Health	685,421	4,345,815	56	8	8												14%
Non-Agency	11,991,953	70,249,617	0	0	0												#DIV/0!
Economic Development	138,962	1,097,803	6	0	0												0%
<b>Grand Total</b>	<b>\$ 78,001,513</b>	<b>\$ 516,035,389</b>	<b>4016</b>	<b>346</b>	<b>400</b>												<b>9%</b>



\*Vacant positions in the County's HR system as of 2/28/2026. 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 1/10/2026 – 3/6/2026

Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Amount
1/15/2026	Emergency work for the abatement and remediation services at the Hammond House.	DREAM	Complete Contracting Partners LLC	\$135,212.80
1/28/2026	Emergency replacement and installation of an Intrusion Alarm System for the District Attorney Evidence Storage facility located at 5500-B Fulton Industrial Blvd	DREAM	Entec Systems, Inc.	\$18,993.26
1/28/2026	Emergency repair and/or replacement of fifty-nine (59) hollow metal fire doors and associated hardware at the Fulton County Jail, Rice Street location <u>in order to</u> correct the deficiencies noted by the State Fire Marshal and to <u>be in compliance with</u> the State of Georgia Fire Code	DREAM	Hawks Construction Company, LLC	\$306,800.00
2/13/2026	Emergency repair of New Intake sliding door, replacement of zone door key switches, replacement of lockdown brackets on housing zone doors, and replacement of five (5) Medical cell door hinges at the Fulton County Jail, Rice Street location	DREAM	Willo Products Company, Inc	\$25,315.00
2/19/2026	Emergency installation of two (2) each 400,000 btu Commercial Gas Heater Units and one (1) each 200,000 btu Commercial Gas Heater Unit at the Central Maintenance Facility <u>as a result of</u> inadequate heat in the Central Maintenance Facility due to failed heating systems in the main and secondary mechanical shop areas	DREAM	Rock Solid Innovations, LLC	\$40,305.84

# County Manager Contract Approvals Less Than \$100K

DATE	PROJECT NUMBER	CONTRACTOR/VENDOR NAME	CONTRACT PURPOSE	DEPARTMENT	AMOUNT
1/26/2026	25RFQ1548024C-JNJ	CLEVELAND ELECTRIC COMPANY	High & Medium Boltage and Switchgear Maintenance Services	DREAM	\$85,000.00
1/29/2026	26SSN0129B-EC	GLENN A KING	Purchasing Systems Technical Services	Purchasing & Contract Compl	\$100,000.00
1/29/2026	25COOPREQ1361119B-EC	NORTHEAST & BUCK COMPANY DBA MULLIN & LONERGAN ASSOCIATES	Technical Assistance Services for the County's HUD CPD Programs	Community Development	\$35,000.00
2/2/2026	25COOPREQ1557289B-PS	THE NETWORKED PLANET, LLC	Website Development & Technical Support Services	HIV Elimination	\$6,600.00
2/3/2026	25ITB1489431A-BKJ	A 2ND CHANCE MONITORING	Electronic Location Monitoring via Ankle andor Wrist Monitors	Superior Court Administration	\$35,580.20
2/13/2026	26REQ1589000B-EC	GWC MEDIA & ENTERTAINMENT	Professional Media Services	District 4 Commissioner	\$16,537.50
2/19/2026	25COOPREQ1441137B-RT	HOUSING CONSULTANTS GROUP	Technical Assistance Services for the County's HOME federal grants	Community Development	\$24,000.00
3/2/2026	26COOPREQ1588999B-EC	ROTOR RESOURCES, LLC	Inspection and Repair Services for	Police	\$99,000.00



# QUESTIONS





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 26-0158

Meeting Date: 3/18/2026

### Department

Finance

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

Request approval of a Resolution of the Board of Commissioners of Fulton County, Georgia Authorizing the Issuance and Sale of Fulton County, Georgia General Fund Tax Anticipation Notes; Authorizing the Distribution and Use of a (a) Request for Bids and/or (b) Preliminary Official Statement and Notice of Sale, in each case relating to such Tax Anticipation Notes and the Solicitation of Offers for the purchase of the Notes and related matters.

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

Approval of a Resolution to authorize issuance of the 2026 Tax Anticipation Notes and/or other alternative financing arrangement in an amount up to \$325,000,000 and acceptance as allowed under The Temporary Loans provisions of the Georgia Constitution (Article IX, Section V, Paragraph V of the Georgia Constitution of 1983 and O.C.G.A. § 36-80-2)

### 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:** Fulton County plans to obtain a temporary loan through a Tax Anticipation Note (TAN) to support operations in anticipation of the receipt of taxes levied for the General Fund. The

amount of the (TAN) will not exceed \$325,000,000. The attached resolution authorizes the distribution of a preliminary official statement, the distribution of a notice of sale, and the solicitation of offers for the purchase through the Official Bid Form. Electronic bids are expected to be received in the Finance Department at 10:00 am local time, Wednesday, May 6, 2026. The selected financing option or bid will be presented to the Board of Commissioners at their May 6, 2026, meeting for approval. This request authorizes the County Manager, County Attorney, CFO and staff to complete work to distribute relevant documents to effect sale of the short-term Tax Anticipation Note for temporary cash funding of County operations. To that end, the Department of Finance seeks approval by the BOC for authorization for a publicly placed offering with a Preliminary Official Statement, Notice of Sale and Official Bid form for a TAN and/or release a Request for Proposal for a privately placed financing for an amount not to exceed \$325,000,000.

**Community Impact:** Will provide funding of County operations throughout 2026 until property tax collections are due.

**Department Recommendation:** Recommend approval

**Project Implications:** None

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

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

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

100-999-D100-1601 - Tax Anticipation Note Expense - \$7,200,000

1 **A RESOLUTION OF THE BOARD OF COMMISSIONERS OF FULTON**  
2 **COUNTY, GEORGIA AUTHORIZING, AMONG OTHER THINGS, THE**  
3 **ISSUANCE AND SALE OF FULTON COUNTY, GEORGIA GENERAL FUND**  
4 **TAX ANTICIPATION NOTES; AUTHORIZING THE DISTRIBUTION AND**  
5 **USE OF (A) A REQUEST FOR BIDS AND/OR (B) A PRELIMINARY OFFICIAL**  
6 **STATEMENT AND NOTICE OF SALE, IN EACH CASE RELATING TO SUCH**  
7 **TAX ANTICIPATION NOTES, AND THE SOLICITATION OF OFFERS FOR**  
8 **THE PURCHASE OF THE SAME; AND RELATED MATTERS.**

9  
10 **WHEREAS**, the Board of Commissioners of Fulton County (the "**Board of**  
11 **Commissioners**") is charged with the duties of contracting debts and managing the affairs  
12 of Fulton County, Georgia (the "**County**"); and

13  
14 **WHEREAS**, the Board of Commissioners has determined that it is in the best  
15 interest of the County to obtain a temporary loan in anticipation of the receipt of taxes  
16 levied or to be levied for the General Fund of the County for calendar year 2026; and

17  
18 **WHEREAS**, the County is authorized by Article IX, Section V, Paragraph V of  
19 the Georgia Constitution of 1983, and Section 36-80-2 of the Official Code of Georgia  
20 Annotated, as amended and supplemented, to obtain a temporary loan to pay current  
21 expenses during any calendar year and to evidence such loan by issuing tax anticipation  
22 notes in anticipation of the receipt of revenues from taxes levied or to be levied for the  
23 General Fund for expenses payable in such calendar year; and

24  
25 **WHEREAS**, the County is considering issuing such notes in an aggregate  
26 principal amount not to exceed \$325,000,000 (the "**Notes**"); and

27  
28 **WHEREAS**, in connection with the offering of the Notes, the County will either  
29 request bids from financial institutions for a temporary loan (including, but not limited  
30 to, a line of credit) relating to such Notes (the "**Request for Bids**") or prepare or cause  
31 the preparation of a preliminary official statement relating to such Notes (the  
32 "**Preliminary Official Statement**") and a notice of sale relating thereto (the "**Notice of**  
33 **Sale**"), or a combination of both, and the County proposes to authorize the use of either  
34 or both approaches in connection with the offering of the Notes.

35  
36 **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF**  
37 **COMMISSIONERS OF FULTON COUNTY, GEORGIA, as follows:**

38  
39 **Section 1. Authorization of Notes.** There is hereby authorized to be issued  
40 tax anticipation notes of the County in the aggregate principal amount not to exceed  
41 \$325,000,000 which shall be designated "Fulton County, Georgia General Fund Tax  
42 Anticipation Notes, Series 2026" (the "**Notes**"). The Notes shall be dated as of the date  
43 of delivery thereof to the Purchaser (as herein defined) and shall bear interest at the rate  
44 per annum, calculated on the basis of a 360-day year comprised of twelve 30-day months,  
45 all as provided in, and in accordance with, the Purchaser's winning bid; shall be payable  
46 as to principal and interest by wire transfer upon surrender of the Notes to the persons

1 who are registered owners on December 30, 2026 and shall be payable as to principal and  
2 interest in lawful money of the United States of America; shall be issued in \$5,000  
3 denominations, or any integral multiple of \$5,000 in excess thereof; shall be numbered  
4 R-1 upward; and shall mature and interest shall be payable on December 30, 2026. The  
5 Notes shall be issued in the form of fully registered notes. The Notes shall be executed  
6 by the manual or facsimile signature of the Chairman of the Board of Commissioners and  
7 by the manual or facsimile signature of the Clerk thereof, and the corporate seal of the  
8 County shall be impressed or imprinted thereon. In case any officer whose signature shall  
9 be affixed to the Notes or who shall have sealed any of the Notes shall cease to be such  
10 officer before the Notes so signed and sealed shall have been actually delivered, the  
11 Notes, nevertheless, shall be valid Notes of the County and may be delivered as such  
12 notwithstanding the fact that such officer or officers may have ceased to be such officer  
13 or officers of the County when the Notes shall be actually delivered.

14  
15 **Section 2. Findings.** The Board of Commissioners hereby finds and  
16 determines as follows: (a) the aggregate principal amount of the Notes herein authorized  
17 (\$325,000,000) does not exceed \$626,107,947, being 75% of the total gross income from  
18 taxes collected by the County in calendar year 2025 for the General Fund (\$834,810,596);  
19 (b) the aggregate principal amount of the Notes, together with other contracts, notes,  
20 warrants or obligations of the County for current expenses in calendar year 2026 for the  
21 General Fund, do not exceed the total anticipated tax revenues of the County for the  
22 General Fund for calendar year 2026; (c) no temporary loan or other contract, note,  
23 warrant or other obligation for current expenses incurred in calendar year 2025 or any  
24 prior calendar year remains unpaid as of the date hereof; and (d) a need exists for the  
25 County to borrow an amount not to exceed \$325,000,000 to pay current expenses of the  
26 County in calendar year 2026 prior to the receipt of sufficient revenues from taxes levied  
27 or to be levied for the General Fund for 2026.

28  
29 **Section 3. Authorization of Distribution of Request for Bids and/or**  
30 **Preliminary Official Statement and Notice of Sale.** The distribution of the Request for  
31 Bids and/or Preliminary Official Statement and the Notice of Sale relating to the Notes,  
32 and the solicitation of offers for purchase of the Notes from prospective purchasers by or  
33 on behalf of the County are hereby authorized. The Request for Bids and/or Preliminary  
34 Official Statement and the Notice of Sale shall be in form and substance as shall be  
35 approved by the Chief Financial Officer of the County, in consultation with the County  
36 Attorney, the financial advisor and outside legal counsel to the County, and the  
37 distribution or publication of the Request for Bids and/or Preliminary Official Statement  
38 and the Notice of Sale shall be conclusive evidence of any such approval.

39  
40 **Section 4. Approval and Ratification of Certain Documents and Actions.**  
41 The actions of the Chief Financial Officer of the County and of the financial advisors to  
42 the County, and any other officials, officers, employees, agents or attorneys representing  
43 the County, in consultation with the County Attorney, in causing information with respect  
44 to the County and the Notes to be prepared and distributed to potential purchasers of the  
45 Notes, and in advertising the Notes for sale, including the preparation, use and circulation

1 of the Request for Bids and/or Notice of Sale and the Preliminary Official Statement, are  
2 hereby approved, ratified and confirmed.  
3

4 **Section 5. Rule 15c2-12 Certificate.** The Chief Financial Officer is hereby  
5 authorized to execute and deliver a certificate "deeming final" the Preliminary Official  
6 Statement, as applicable, on behalf of the County in accordance with Rule 15c2-12  
7 promulgated by the Securities and Exchange Commission under the Securities and  
8 Exchange Act of 1934, as amended.  
9

10 **Section 6. Acceptance of Winning Bid.** The Chief Financial Officer of the  
11 County is hereby authorized to accept the bid of and award the sale of the Notes to the  
12 responsible bidder whose bid (a) results in the lowest true interest cost to the County and  
13 (b) best meets the needs of the County, determined as set forth in the Request for Bids  
14 and/or Notice of Sale, as applicable; provided, however, that the Chief Financial Officer  
15 of the County is not authorized to accept any bid for less than 100% of the par value of  
16 the Notes. Following the acceptance of the winning bid, the Chief Financial Officer shall  
17 provide information concerning such bid, including the name of the winning Purchaser,  
18 the interest rate of the Notes and the true interest cost of the Notes, to the Board of  
19 Commissioners for ratification and approval.  
20

21 **Section 7. Approval of Form of Notes.** The Notes as initially issued shall be  
22 issued in substantially the form attached hereto as **Exhibit A** subject to such minor  
23 changes, insertions or omissions as may be approved by the Chairman of the Board of  
24 Commissioners, and the execution and delivery of the Notes shall be conclusive evidence  
25 of such approval.  
26

27 **Section 8. Designation of Paying Agent.** The Chief Financial Officer of the  
28 County is hereby designated as Paying Agent, Note Registrar and Authenticating Agent  
29 with respect to the Notes. The Chief Financial Officer, upon consultation with the County  
30 Attorney, is hereby authorized to designate U.S. Bank Trust Company, National  
31 Association as Deputy Paying Agent, Deputy Note Registrar and Deputy Authenticating  
32 Agent, as necessary or convenient. Any actions or responsibilities which may be  
33 undertaken by the Paying Agent, Note Registrar and/or Authenticating Agent, as the case  
34 may be, may also be taken by the Deputy Paying Agent, Deputy Note Registrar and/or  
35 Deputy Authenticating Agent, as the case may be.  
36

37 **Section 9. Tax Revenues Used to Repay Notes.** The County agrees to use  
38 for payment of the Notes and the interest thereon a sufficient portion of the revenues  
39 received by the County from taxes levied or to be levied for calendar year 2026 for the  
40 General Fund and other funds available for such purpose.  
41

42 **Section 10. Authentication of Notes.** Only such Notes as shall have endorsed  
43 thereon a certificate of authentication substantially in the form hereinabove set forth duly  
44 executed by the Note Registrar shall be deemed to be validly issued hereunder. No Notes  
45 shall be valid or obligatory for any purpose unless and until such certificate of  
46 authentication shall have been executed by the Note Registrar, and such executed

1 certificate of the Note Registrar upon any such Note shall be conclusive evidence that  
2 such Note has been authenticated and delivered hereunder. Said certificate of  
3 authentication on any Note shall be deemed to have been executed by the Note Registrar,  
4 but it shall not be necessary that the same authorized signatory sign the certificate of  
5 authentication on all of the Notes.

6  
7 **Section 11. Transfer and Exchange of Notes.** The Note Registrar shall cause  
8 to be kept books for the registration of transfer of the Notes. Notes may be registered and  
9 transferred on the books of registration by the registered owner thereof in person or by  
10 his duly authorized attorney, upon surrender thereof, together with a written instrument  
11 of transfer executed by the owner or his duly authorized attorney. Upon surrender for  
12 registration of transfer of any Note at the principal corporate office of the Note Registrar,  
13 the Chairman of the Board of Commissioners shall execute, and the Note Registrar shall  
14 authenticate and deliver in the name of the transferee or transferees, a new Note or Notes  
15 of the same aggregate principal amount and tenor and of any authorized denomination or  
16 denominations, numbered consecutively in order of issuance according to the records of  
17 the Note Registrar.

18  
19 The Notes may be exchanged at the principal corporate office of the Note  
20 Registrar for an equal aggregate principal amount of Notes of the same aggregate  
21 principal amount and tenor and of any authorized denomination or denominations. The  
22 Chairman of the Board of Commissioners shall execute, and the Note Registrar shall  
23 authenticate and deliver, Notes, which the owner of Notes making such exchange is  
24 entitled to receive, bearing numbers not contemporaneously then outstanding.

25 Such transfers of registration or exchanges of Notes shall be without charge to the  
26 owner of such Notes, but any tax or other governmental charge, required to be paid with  
27 respect to the same shall be paid by the owner of the Note requesting such transfer or  
28 exchange as a condition precedent to the exercise of such privilege.

29 All Notes surrendered upon any transfer provided for in this Resolution shall be  
30 promptly cancelled by the Note Registrar and shall not be reissued. Upon request of the  
31 County a certificate evidencing such cancellation shall be furnished by the Note Registrar  
32 to the County.

33 **Section 12. Registered Owner.** The person in whose name any Note shall be  
34 registered shall be deemed and regarded as the absolute owner thereof for all purposes,  
35 and payment of or on account of either principal or interest shall be made only to or upon  
36 the order of the registered owner thereof or his duly authorized attorney, but such  
37 registration may be changed as hereinabove provided. All such payments shall be valid  
38 and effectual to satisfy and discharge the liability upon such Note to the extent of the sum  
39 or sums so paid.

40  
41 **Section 13. Mutilated or Destroyed Notes.** In case any Note shall become  
42 mutilated or be destroyed or lost, the County may cause to be executed, authenticated and  
43 delivered a new Note of like date and tenor in exchange or substitution for any such Note  
44 upon, in the case of a mutilated Note, surrender of such Note, or in the case of destroyed

1 or lost Note, the owners filing with the County, the Paying Agent and the Note Registrar  
2 evidence satisfactory to them that such Note was destroyed or lost and providing  
3 indemnity satisfactory to them. If any such Note shall have matured, instead of issuing a  
4 new Note, the County may pay the same.

5  
6 **Section 14. Redemption.** The Notes are not subject to redemption prior to  
7 maturity as is more fully provided in the foregoing form thereof.  
8

9 **Section 15. Tax Covenants and Representations.** The Notes are being issued  
10 by the County for the governmental purpose of providing funds for the current expenses  
11 of the County for the year 2026, in compliance with the conditions necessary for the  
12 interest income on the Notes to be excludable from gross income for federal income  
13 taxation pursuant to the provisions of Section 103(a) of the Internal Revenue Code of  
14 1986, as amended (the “Code”). It is the intention of the County that the interest on the  
15 Notes be and remain excludable from gross income for federal income tax purposes, and,  
16 to that end, the County hereby covenants with the holders of the Notes, as follows:  
17

18 (a) It will not take any action, or fail to take any action, if any such  
19 action or failure to take action would adversely affect the tax-exempt status of the interest  
20 on the Notes under Section 103 of the Code.

21 (b) It will not directly or indirectly use or permit the use of any  
22 proceeds of the Notes or any other funds of the County or take or omit to take any action  
23 in a way that would cause the Notes to be (i) “private activity bonds” within the meaning  
24 of Section 141 of the Code, (ii) obligations which are “federally guaranteed” within the  
25 meaning of Section 149 of the Code or (iii) “hedge bonds” within the meaning of Section  
26 149 of the Code. Without limiting the foregoing, the County will not allow 10% or more  
27 of the proceeds of the Notes to be used in the trade or business of any private business  
28 and will not loan 5% or more of the proceeds of the Notes to any nongovernmental units.

29 (c) It will not directly or indirectly use or permit the use of any  
30 proceeds of the Notes or any other funds of the County or take or omit to take any action  
31 that would cause the Notes to be “arbitrage bonds” within the meaning of Section 148 of  
32 the Code. The County anticipates that no rebate of any investment earnings to the  
33 Department of Treasury of the United States will be required by Section 148(f) of the  
34 Code at any time while the Notes are outstanding. However, in the event that such rebate  
35 is required, the County hereby covenants to comply with all requirements of Section 148  
36 of the Code to the extent applicable to the Notes.

37 (d) The County will cause to be completed and filed with the Internal  
38 Revenue Service the information required by Section 149(e) of the Code, (Treasury Form  
39 8038-G) prior to or simultaneously with the issuance of the Notes.

40 **Section 16. Approval of Tax Certificate.** The Chairman of the Board of  
41 Commissioners and the Chief Financial Officer of the County, or either of them, are  
42 hereby authorized to execute on behalf of the County a Non-Arbitrage Certificate and  
43 Tax Covenants to assure the owners of the Notes and McGuireWoods LLP, Note Counsel,

1 that the interest on the Notes will remain excludable from gross income for federal income  
2 tax purposes and that the proceeds of the Notes will not be used in a manner which would  
3 result in the Notes being “arbitrage bonds” within the meaning of Section 148 of the  
4 Code.

5  
6 **Section 17. General Authority.** From and after the date of adoption of this  
7 Resolution, the Board of Commissioners and the officers and agents of the County are  
8 hereby authorized to do all such acts and things, and to execute and deliver all such  
9 documents, certificates or agreements as may be necessary or desirable in connection  
10 with the offering of the Notes. All actions of the Board of Commissioners, officers or  
11 agents of the County taken in connection therewith prior to the date hereof are hereby  
12 ratified and confirmed.

13  
14 **Section 18. Sale of Notes.** The sale of the Notes to the Purchaser for the price  
15 (equal to par, plus a premium (as applicable) and less commitment fees, Purchaser's  
16 counsel and/or any Purchaser’s discount, as applicable), and at the rate, arbitrage yield,  
17 net interest cost (NIC) and total interest, all as set forth in the winning bid as determined  
18 pursuant to Section 6 of this Resolution is hereby authorized, ratified and approved;  
19 provided, however that the NIC shall not exceed 5%.

20  
21 **Section 19. Tax Levy for Payment of Note.** For the purpose of providing  
22 funds for the payment of the principal of and interest on the Notes, there shall be and  
23 hereby is assessed and levied and there shall hereafter be collected a direct tax upon all  
24 real and personal property now or hereafter subject to taxation within the corporate limits  
25 of Fulton County, Georgia, the net proceeds of which will be in a sufficient amount to  
26 produce such sums as are required to pay the principal and interest thereon. Said sums  
27 are irrevocably pledged and appropriated to the payment of the principal and interest,  
28 when due on the Notes, and the provisions to meet the requirements of this Resolution  
29 shall hereafter be made in due time and manner so that the Notes, including both principal  
30 and interest, shall be fully paid at maturity.

31  
32 **Section 20. Post Issuance Tax Compliance.** The County has in place Post-  
33 Issuance Tax Compliance Policies and Procedures as required by the Internal Revenue  
34 Service in connection with filing Form 8038-G for the Notes and other tax-exempt  
35 obligations of the County.

36  
37 **Section 21. Custody and Application of Proceeds of Notes.** Upon the  
38 issuance and delivery of the Notes, the Chief Financial Officer is hereby authorized and  
39 directed to pay the costs of preparing the Notes, including the fees and expenses of the  
40 Financial Advisor, Note Counsel, Disclosure Counsel (as applicable) and expenses  
41 associated with the limited competitive bidding process utilized by the County relating to  
42 the sale of the Notes, and obtaining a CUSIP Number, if required, and all other customary  
43 costs of issuance of the Notes in an amount approved by the Chief Financial Officer. The  
44 balance of the proceeds of the sale of the Notes (or draws upon any line of credit or similar  
45 facility entered into in connection with the sale of the Notes) shall be deposited in the

1 operating account of the County to be applied toward the payment of its current expenses  
2 in calendar year 2026.  
3

4 **Section 22. Counterparts; Electronic Execution.** The Chairman of the Board  
5 of Commissioners, the Chief Financial Officer or such other duly authorized  
6 representative of the County are hereby authorized to execute the Preliminary Official  
7 Statement, the Official Statement, the Deputy Paying Agent and Note Registrar  
8 Agreement and any and all other documents and certificates related thereto, by means of  
9 electronic or digital signature, including an emailed PDF of a digitized image of the actual  
10 signature page or by other electronic means provided that such other means utilize  
11 electronic signature software that has the capability to audit or authenticate the signature,  
12 and such electronic pages shall constitute an original signature ad shall be of the same  
13 legal effect, validity or enforceability as a manually executed, physically delivered or  
14 paper-based signature, as the case may be, and it is further found and determined that  
15 such electronic signatures are expressly permitted under the Uniform Electronic  
16 Transactions Act (O.C.G.A. § 10-12-1, *et seq.*)  
17

18 **Section 23. Effective Date.** This Resolution will be in full force and effect  
19 immediately upon its adoption and any and all resolutions or parts of resolutions in  
20 conflict with this Resolution will be and the same are, to the extent of such conflict,  
21 hereby repealed.  
22  
23  
24  
25  
26  
27

28 **[REMAINDER OF PAGE INTENTIONALLY BLANK]**

Adopted and approved this \_\_\_\_ day of March, 2026.

Approved:

[SEAL]

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

ATTEST:

\_\_\_\_\_  
Tonya Grier, Clerk  
Board of Commissioners of Fulton County, Georgia

Approved as to form:

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

**CLERK'S CERTIFICATE**

I, Tonya R. Grier, Clerk of the Board of Commissioners of Fulton County, Georgia, DO HEREBY CERTIFY that the foregoing pages of typewritten material constitute a true and correct copy of a resolution duly adopted by the Board of Commissioners of Fulton County at a duly called and constituted meeting of said Board held on \_\_\_\_\_, 2026, which meeting was open to the public and at which a quorum was present and acting throughout, that all notices of such meeting required by any sunshine law to be given were duly given, and that all the original of said resolution appears of record in the Minute Book of the Board of Commissioners which is in my custody and control.

I further certify that said resolution has not been amended, modified or repealed.

WITNESS my official signature and the corporate seal of Fulton County, Georgia as of the \_\_\_\_ day of \_\_\_\_\_, 2026.

[SEAL]

\_\_\_\_\_  
Tonya R. Grier, Clerk  
Board of Commissioners of Fulton County, Georgia

**EXHIBIT A**  
**FORM OF NOTE**  
**[ATTACHED]**

**UNITED STATES OF AMERICA**  
**STATE OF GEORGIA**  
**FULTON COUNTY, GEORGIA**  
**GENERAL FUND TAX ANTICIPATION NOTES,**  
**SERIES 2026**

**Number R-1**

<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
[_____]	[____, __, 2026]	[_____]

**Principal Amount: [THREE HUNDRED TWENTY-FIVE MILLION DOLLARS AND NO/100 CENTS (\$325,000,000)]**

**Registered Owner: CEDE & CO.**

**KNOW ALL MEN BY THESE PRESENTS: FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (the “**County**”), for value received, hereby promises to pay the principal amount set forth above, together with interest thereon at the rate of [\_\_\_\_]% per annum (calculated on the basis of a 360-day year comprised of twelve 30-day months), in immediately available funds, on the maturity date set forth above, to the registered owner hereof.

Both principal hereof and interest hereon are payable by wire transfer by the U.S. Bank Trust Company, National Association, as paying agent, note registrar and authenticating agent (the “**Paying Agent**”), to the person who is the registered owner hereof as of [\_\_\_\_, \_\_, 2026], upon surrender hereof. Both principal hereof and interest are payable in lawful money of the United States of America. Notwithstanding the foregoing, so long as this Note is registered in the name of the Securities Depository or the Securities Depository Nominee, payment of principal, redemption premium (if any) and interest on this Note shall be made by wire transfer to the Securities Depository as described more fully below. The County also promises to pay any and all amounts owed by the County as arbitrage rebate pursuant to Section 148 of the Internal Revenue Code of 1986, as amended and any amounts expended by any owner of this Note in connection with the collection of amounts owed hereunder, including, but not limited to attorney fees.

This Note is one of a series of tax anticipation notes in the aggregate principal amount of [**\$325,000,000**] authorized by resolutions (the “**Resolution**”) duly adopted by the Board of Commissioners of Fulton County, Georgia (the “**Board of Commissioners**”) on [\_\_\_\_ \_\_, 2026], in accordance with Article IX, Section V, Paragraph V of the Constitution of the State of Georgia and Section 36-80-2 of the Official Code of Georgia Annotated, for the purpose of making a temporary loan to pay current expenses of the County in calendar year 2026.

This Note is issued in anticipation of the receipt of taxes levied or to be levied for the General Fund in calendar year 2026. The principal amount of this Note together with all other temporary loans, notes, warrants or similar obligations does not exceed 75% of the total revenues from taxes collected for the General Fund by the County in calendar year 2025 and does not exceed, together with other contracts, notes, warrants and obligations of the County for calendar year 2026 payable from the General Fund, the total anticipated revenues from taxes of the County for the General Fund for calendar year 2026. No temporary loan or other contract, note, warrant or other obligation for current expenses incurred in calendar year 2025 or any prior calendar year remains unpaid.

The Notes are being issued by means of a Book-Entry System, with actual Notes immobilized at The Depository Trust Company, New York, New York, or its successor as Securities Depository, evidencing ownership of the Notes in principal amounts of \$5,000 and any integral multiple thereof, and with transfers of Beneficial Ownership effected on the records of the Securities Depository and its participants pursuant to the rules and procedures established by the Securities Depository. Actual Notes are not available for distribution to the Beneficial Owners, except under the limited circumstances set forth in the Resolution. The principal and interest on the Notes are payable by the Paying Agent to Cede & Co., as nominee of the Securities Depository. Transfer of principal and interest payments to participants of the Securities Depository is the responsibility of the Securities Depository; transfers of principal and interest to Beneficial Owners by participants of the Securities Depository will be the responsibility of such participants and other nominees of Beneficial Owners. The County and the Paying Agent are not responsible or liable for maintaining, supervising or reviewing the records maintained by, the Securities Depository, its participants or persons acting through such participants.

This Note is not subject to prepayment prior to maturity.

If the Notes are no longer registered to a Securities Depository, this Note may be registered as transferred by the registered owner hereof in person or by the owner's attorney duly authorized in writing, but only in the manner, subject to the limitations specified in the Resolution, and upon surrender and cancellation of this Note. Upon such registration of transfer, a new note or notes of the same aggregate principal amount and tenor and of any authorized denomination or denominations will be issued to the transferee in exchange therefor.

If the Notes are no longer registered to a Securities Depository, this Note may be exchanged for an equal aggregate principal amount of Notes of the same aggregate principal amount and tenor of any authorized denomination or denominations, in the manner and subject to the conditions provided in the Resolution. No service charge shall be made for any registration of transfer or exchange hereinbefore referred to, but the Paying Agent may require payment of a sum sufficient to cover any tax or other governmental charge as a condition precedent to the exercise of such privilege.

The person in whose name this Note is registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of or on account of either principal

or interest made to such registered owner shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State of Georgia to be done precedent to or as a condition to the issuance of this Note have been properly done, have happened and have been performed in the manner required by the Constitution and laws of the State of Georgia; that the tax levies in anticipation of which this Note is issued are or will be valid and legal levies; that the City will use a sufficient amount of the proceeds of such tax levies and other available funds for the payment of this Note and the interest hereon; and that this Note, together with all other indebtedness of the County, is within every debt or other limit provided by the Constitution and laws of the State of Georgia.

All capitalized terms used but not defined herein shall have the meanings assigned to them in the Resolution.

**IN WITNESS WHEREOF**, the County acting by and through the Board of Commissioners, has caused this Note to be executed in its corporate name by the manual signature of the Chairman of the Board of Commissioners, and attested by the manual signature of the Clerk of the Board of Commissioners and the corporate seal of the County to be impressed or imprinted hereon, all as of the date of original issue as shown above.

**FULTON COUNTY, GEORGIA**

By: \_\_\_\_\_  
Chairman, Board of Commissioners  
Fulton County, Georgia

(SEAL)

ATTEST

\_\_\_\_\_  
Clerk, Board of Commissioners  
Fulton County, Georgia

**CERTIFICATE OF AUTHENTICATION**

This is one of the Notes described in the within mentioned authorizing resolution of Fulton County, Georgia adopted on [\_\_\_\_ \_\_, 2026], and is hereby authenticated.

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Note Registrar**

By: \_\_\_\_\_  
Authorized Signatory

Date of Authentication: [\_\_\_\_ \_\_, 2026]

\* \* \* \* \*

**ASSIGNMENT FOR TRANSFER**

**FOR VALUE RECEIVED**, the undersigned hereby sells, assigns and transfers unto:

PLEASE INSERT SOCIAL SECURITY  
OR OTHER IDENTIFYING NUMBER  
OF ASSIGNEE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

the within Note of Fulton County, Georgia and does hereby constitute and appoint \_\_\_\_\_ attorney to transfer the said Note on the books of the Note Registrar, with full power of substitution in the premise.

Date:

In the presence of: \_\_\_\_\_  
Noteholder

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\* \* \* \* \*





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 26-0159

Meeting Date: 3/18/2026

### Department

Finance

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

Request approval of a Resolution to Equalize the 2026 Cost-of-Living Adjustments (COLAs) among all pensioners by providing those retirees who participated in pension plans without automatic adjustments with the same three percent (3%) COLA that is mandated by the formula provided in the 1982 and 1991 DB Plans and their amendments, effective April 1, 2026.

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

Fulton County Board of Commissioners' approval is required for Cost-of-Living Adjustments for retirees without automatic COLA increases within their Pension Plans, pursuant to 1978 Ga. Laws p. 2383.

### 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 purpose of this resolution is to request a three percent (3%) Cost of Living Adjustment (COLA) increase effective April 1, 2026 to the pension benefits of eligible retirees and beneficiaries, who are entitled to receive pension payments from the Fulton County General Employees' Pension Fund, the Fulton County Judges and Solicitors' General Retirement Fund, the

Public Safety Fund and those whose pensions are payable directly from County funds who are not eligible to receive automatic COLA increases. The resolution calls for a monthly increase by the greater of THREE PERCENT (3%) or TEN DOLLARS (\$10.00). The 3% COLA that is being recommended is the same percentage that was received effective January 1, 2026, by those retirees and beneficiaries in the Fulton County Employees Retirement System 1982, 1991 and 1991 Enhanced Defined Benefit Plans, which provides an automatic 3% COLA increase if the Consumer Price Index is positive year-over-year.

**Community Impact:** The estimated cost of this request is \$95,774.67; funding is available in FY2026 budget to pay for it.

**Department Recommendation:** The Finance Department recommends approval of the 3% COLA increase effective April 1, 2026, to those eligible retirees and beneficiaries.

**Project Implications:** None

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

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

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

n/a

Fulton County Employees Retirement System Board  
141 Pryor Street, S. W.  
Atlanta, Georgia 30303

December 10, 2025

Mr. Richard Anderson  
County Manager  
Fulton County Government  
141 Pryor Street, S. W., 10<sup>th</sup> Floor  
Atlanta, Georgia 30303

Dear Mr. Anderson:

The Fulton County Employees Retirement System Board, at their meeting on December 10, 2025, voted to recommend to the Board of County Commissioners that a raise of 3% be given to all retirees in Defined Benefit Plans prior to 1982. In the past, this raise has been 3% per month, or \$10 per month, whichever is greater. There are approximately 100 retirees left in these plans. The Board requests that consideration be given with the adoption of the County's budget for 2026, with an effective date of January 1, 2026.

The Retirement Board accepted the CPI as of October 31, 2025, at their December meeting. If the CPI is above zero, then a 3% raise is given to all Defined Benefit Plan retirees in plans from 1982 and forward. This raise is in the plan resolutions. However, plans prior to 1982 don't receive a raise without specific action by the Board of County Commissioners.

Your consideration of this request is appreciated. Please feel free to contact me if you have any questions. My phone # is 404-406-4267. Thank you.

Sincerely,

Wanda Messina  
Chairman

Cc: Board of Commissioners of Fulton County  
Sharon Whitmore, Chief Financial Officer, Fulton County

1 **A RESOLUTION OF THE FULTON COUNTY BOARD OF COMMISSIONERS TO**  
2 **EQUALIZE THE 2026 COST OF LIVING INCREASES IN PENSION BENEFITS; AND**  
3 **FOR OTHER PURPOSES**  
4

5 **WHEREAS**, there are numerous employees of Fulton County who have retired on  
6 small pensions, and who have the need for increased pension benefits to account for  
7 increases in the cost of living; and  
8

9 **WHEREAS**, The Board of Commissioners of Fulton Count (“BOC”) is authorized  
10 pursuant to 1978 Ga. Laws, p. 2383 (continued by 1986 Ga. Laws, p. 4041) to increase  
11 retirement or pension benefits for retirees provided the increases are from the County  
12 General Fund and not from the Fulton County Teachers’ Retirement Fund; and  
13

14 **WHEREAS**, retirees registered in the pension plans of 1982, 1991 Defined Benefit,  
15 and Enhanced Defined Benefit Plans are and have been automatically granted a three  
16 percent (3%) Cost of Living Adjustment (“COLA”) effective on January 1<sup>st</sup> in the years  
17 where the Consumer Price Index (“CPI”) is over the calculated threshold; and  
18

19 **WHEREAS**, such CPI calculations mandate the automatic 3% COLA for 2026 for  
20 such 1982, 1991 Defined Benefit, and Enhanced Defined Benefit Plans; and  
21

22 **WHEREAS**, the Board of Commissioners desires to extend equal benefits effective  
23 April 1, 2026, to the other pensioners whose plans do not include the automatic COLA.  
24

25 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Fulton  
26 County pursuant to the authority contained in the amendment to the Constitution of  
27 Georgia appearing in Ga. Laws 1974, page 1809, as follows:  
28

29 **SECTION I**

30 Effective April 1, 2026, the pension benefits of all retired individuals, including  
31 beneficiaries, who are entitled to receive pension payments from the Fulton County  
32 General Employees’ Pension Fund, the Fulton County Judges and Solicitors’ General

1 Retirement Fund, or the Public Safety Fund who are not eligible to receive cost of living  
2 increases automatically through their pension plans, and also, individuals whose  
3 pensions are payable directly from County funds, are hereby increased by three percent  
4 (3%).

5 **SECTION II**

6 All funds necessary to pay the increased benefits authorized by this Resolution  
7 shall be paid from General Funds of Fulton County.

8  
9 **SECTION III**

10 This Resolution shall become effective on the 1<sup>st</sup> day of April, 2026.

11  
12  
13  
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15 Robert L. Pitts, Chairman  
16 Fulton County Board of Commissioners

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19 **ATTEST:**

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22 \_\_\_\_\_  
23 Tonya R. Grier, Clerk to the Commission

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25 **APPROVED AS TO FORM:**

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28 \_\_\_\_\_  
29 Y. Soo Jo, County Attorney  
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# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 26-0160

Meeting Date: 3/18/2026

### Department

Information Technology

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

Request approval to extend an existing contract - Department of Information Technology, State of North Dakota #146 Strategic Assessments, Upgrade of the County's Enterprise Resource Planning Software (ERP) application with International Consulting Acquisition Corp. dba ISG Public Sector (Stamford, CT) in an amount not to exceed \$360,000.00 to provide independent verification and validation services during the upgrade. Effective dates: April 1, 2026 through March 31, 2027.

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

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

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

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** This request is to extend the Cooperative Agreement for Project Oversight/Quality Assurance (QA) and Organizational Change Management (OCM) Services for the Enterprise Resource Planning (ERP) Upgrade Project that utilized the State of North Dakota #146 contract. This extension will allow ISG to continue providing verification and validation services in support of the County's upgrade of its integrated Financial, Personnel, and Purchasing applications to version 4. The County is currently operating on CGI AMS version 3.10, which is seven versions

behind the most recent release, CGI Advantage 4.

Fulton County leveraged an existing North Dakota state contract to engage ISG Public Sector as an independent verification and validation partner during the CGI software upgrade. The role of ISG Public Sector will be to provide project oversight, verify delivery aligns to best practices, validate the solution that meets Fulton County business needs, and lead organizational change management to prepare Fulton County employees for the adoption of the software upgrade.

ISG Public Sector verification and validation services include:

- Verification and Validation of the required cloud infrastructure to support the ERP requirements of Fulton County Government to ensure High Availability, System Redundancy and ensure Disaster Recovery protocols in compliance with generally accepted cyber security standards such as the CSF (Cyber Security Framework) and / or FedRAMP/StateRAMP.
- Verification and Validation of the Functional & Technical specifications to address all the current and established future needs of Fulton County Government. The goal is to also address the current pain areas that will be addressed in the upgrade from CGI Advantage 3.10 to CGI Advantage 4.x
- Verify and Validate data migration protocols used to migrate data from the existing system to the proposed system, while ensuring that established standards of data integrity, including criteria for data cleansing, are enforced.
- Verify & validate the proposed training plan and ensure that on-going system maintenance and support are included in a Transition and Operational Support Plan.
- Verify & validate an organizational change management “strategy”
- Verify and validate that the implementation vendor’s approach to technical, functional, and regression testing is sound and follows industry standards/best practices.

**Scope of Work:** The scope of the initiative is to independently verify and validate the design, configuration, and implementation of the latest version of the County's ERP application. Additionally, program management office “PMO” governance and organizational change management is within scope to prepare Fulton County employees for the new platform (e.g. stakeholder engagement, communication, training, change impact, and readiness assessments).

**Community Impact:** Improved ease-of-use and productivity creates better service experience for employees, businesses, and other agencies conducting business with Fulton County.

**Department Recommendation:** Requesting approval to enter a contractual partnership with International Consulting Acquisition Corp. dba ISG Public Sector to provide independent verification and validation services for upgrading the ERP platform.

**Project Implications:** Modernized and enhanced capabilities in the ERP software that benefits human resources, finance, purchasing and various departments business processes and operations.

**Community Issues/Concerns:** There are no issues/concerns to report.

**Department Issues/Concerns:** There are no issues/concerns to report.

**Contract Modification**

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0127	2/21/2024	\$1,250,000.00
Amendment #1	25-0638	9/3/2025	\$577,190.00
Extension #1			\$360,000.00
Total Revised Amount			\$2,187,190.00

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

Not Applicable

**Exhibits Attached**

- Exhibit 1: Statement of Work
- Exhibit 2: Performance Evaluation
- Exhibit 3: Extension Agreement to Form of Agreement
- Exhibit 4: ISG - Fulton County ERP Upgrade Amendment 3

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

Kevin Kerrigan, CIO, Information Technology, 404-612-0057

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$1,250,000.00  
Previous Adjustments: \$577,190.00  
This Request: 360,000.00  
TOTAL: \$2,187,190.00

**Fiscal Impact / Funding Source**

**Funding Line 1:**

500-220-2200-A087: Capital-Information Technology, Data Processing, CGI-AMS 4X Cloud Upgrade Funds

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**Agenda Item No.:** 26-0160

**Meeting Date:** 3/18/2026

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<b>Key Contract Terms</b>	
<b>Start Date:</b> 4/1/2026	<b>End Date:</b> 3/31/2027
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b> N

**Overall Contractor Performance Rating:** 100

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

Yes

**Report Period Start:**  
6/18/2025

**Report Period End:**  
7/8/2025



STATEMENT OF WORK

Presented to

Fulton County, Georgia

Amendment #2 to  
Statement of Work for  
ERP Upgrade Project Oversight/QA and OCM Services

Presented by:

ISG Public Sector

June 23, 2025

imagine your future®



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## 1 Scope of Services and Work Products

International Consulting Acquisition Corp. dba ISG Public Sector (ISG) will provide Fulton County, Georgia (County) with Project Oversight/Quality Assurance (QA) and Organizational Change Management (OCM) services for the County's Enterprise Resource Planning (ERP) Upgrade Project. Project Oversight/QA services include assisting with the verifying that the solution is designed, tested, and implemented to satisfy County business requirements and validating that the practices, methods and activities of the project are effective, efficient, and will deliver a solution that meets County goals. OCM services include reviewing and providing feedback on the communication, preparedness, and training efforts of the County in coordination with CGI.

This Statement of Work (SOW) will provide consulting services on a fixed fee for service basis as defined in the pricing schedule provided below. These services will be delivered through a hybrid on-site/remote presence as defined below. ISG will adapt the below services to follow the CGI implementation methodology.

County and ISG will regularly work together in good faith to determine the most effective utilization of ISG's consulting services as the project progresses through the various phases of the ERP upgrade implementation.

The scope and timing of anticipated ISG services are described below.

### 1.1 ERP Upgrade Project Oversight/QA and OCM Services

The County has contracted with CGI to upgrade its current on-premises CGI Advantage ERP Solution to the cloud-based software as a service (SaaS) CGI Advantage 4 ERP Solution. Generally speaking, SaaS software is highly configurable to suit client needs but typically is not customizable. SaaS software selection therefore seeks the "best fit," and cloud software users modify their processes to operate with the "best practice" processes supported by the software. Requirements not met by the selected provider's software (in this case, the CGI Advantage 4 Solution) therefore must be addressed through changes in policy and/or process (i.e., workarounds), integrations, or development of extensions (i.e., CGI- and/or County-led development objects external to the CGI Advantage SaaS ERP products). County Leadership has adopted and endorsed this approach. County leaders will apply this approach in making decisions related to the business processes that the County will implement.

The County and CGI will manage the Project, direct their respective Project staff members, and be responsible for implementation strategy and task execution consistent with the County-CGI agreements and the County's finalized Project Plan. The County assumes responsibility for governance and timely Project decision-making, implementation of internal controls, security set-up and maintenance, and compliance with federal, state laws and regulations, and County ordinances.

## **Project Oversight/Quality Assurance Services**

ISG will provide Project Oversight/QA services throughout the Project. Project Oversight/QA services include objective, timely analysis and feedback to the Project Executive Sponsors, the Executive Steering Committee (ESC), and the County's Program Management Office (PMO) and other groups as mutually agreed based on ISG's experience with similar projects.

Throughout the Project, ISG will review CGI's work products for quality, accuracy, completeness, and adherence to contractual and functional/technical requirements. ISG's written review will identify schedule, cost and technical inconsistencies, errors, or other issues that may present a risk to the Project and will recommend acceptance or rejection of deliverables based upon the above criteria (e.g., quality, accuracy, completeness, and adherence to requirements).

ISG will conduct Project Oversight/QA in parallel with program activities and will include objective evaluation to validate that the project practices and procedures are meet or exceed industry standards. To complete these tasks, ISG will document a Project Oversight/QA plan that will describe the high-level plans and services that will be utilized to validate the ERP Upgrade Project is being implemented in compliance with user, contract, program, and functional requirements. Additionally, upon mutual agreement with County PMO, ISG will review deliverables to confirm that they satisfy the standards, practices, and convention of the program "stage" and that they establish the proper basis for initiating next "stage" activities.

## **Verification Services**

ISG will provide objective verification of selected work products and activities pertaining to all Phases of the ERP Upgrade Project. These services will be derived from industry best practices and established quality control principles, and all verification artifacts will be based on the approved, allocated and prioritized requirements for the Solution.

In general, ISG's verification services will include:

- Development and implementation of a Project Oversight/QA framework for the objectives, scope, approach, standards and procedures, tool, etc., to be used in the verification effort
- Ongoing observation and assessment of project activities
- Review of key Project deliverables as mutually agreed-upon with the County PMO
- Administration activities and tasks in support of the verification effort

## **Validation Services**

ISG will also provide validation support services to confirm that business requirements, issues, and risks have been satisfactorily addressed in accordance with best practices. The validation services aim to confirm the fit of the new business new solution as defined by the County and that appropriate training, policy, process, and procedural changes have been

defined and implemented according to the contract and work plan between the County and CGI.

In general, ISG's validation services include:

- Providing objective guidance and expertise to increase Project success and lower implementation risks
- Offering perspective and recommendations on the health of the ERP Upgrade Project from an experienced, neutral third party to improve the management of the solution in accordance with practices that reduce risk and support achievement of the stated Project objectives
- Communicate lessons learned from other implementation and redesign experiences to limit rework
- Provide recommendations on a revised course of action to limit the impact of potential issues and risks

### Organizational Change Management Services

ISG will provide Organizational Change management services beginning the third month of the project and continue throughout the remainder of the Project. OCM services include assisting the County Organizational Change Management Team with preparing the County for success throughout each Phase of the ERP Upgrade Project.

Throughout the Project, ISG will review and provide input to CGI's communications, training, business process re-design, and related efforts and work products. ISG will assist the County's OCM Manager with monitoring the County's organizational change management activities in accordance with the Project Plan.

- **Elimination of Barriers to Success** – ISG will monitor change management activities to emphasize potential “hot spots” and to mitigate Project risks. ISG will assist County Leadership and Project Teams with identifying organizational change areas having the greatest risk to project success based on ISG's previous experiences in providing project management services on large enterprise projects, as well as its knowledge of business processes inherent in ERP software and based on best business practices.
- **Communications** – ISG will review the County's execution of the County-approved CGI communication and change management plan for the ERP Upgrade Project. ISG will validate the Communication plan includes a comprehensive strategy for communicating with all impacted levels of the organization. ISG will also assist the County's review of CGI's communication activities, key messages associated with each activity, the audience, and the party responsible for delivering the communication throughout the ERP Upgrade Project.
- **Role Mapping and End-User Skills Fit/Gap Analysis** – ISG will validate the tools that the County will use to map end users to their new roles and to match employee skills with the requirements of the new roles.

- **Training** – ISG will evaluate the various components of end-user training, including the curriculum, materials, instructors, techniques, facilities, and logistics to confirm the strategy to properly educate employees to be able to function effectively in their new roles.
- **Organizational Impacts** – ISG will review the Project’s organizational design recommendations to account for the County’s history of changes, the impacts on current business processes, and the potential for changes in workforce requirements.
- **Change and Culture Impacts** – ISG will review both the knowledge transfer (e.g., the ability for the County to be self-sustaining when the recommended changes are put into effect) and the change management strategies and plans. This review also includes the engagement strategy for County Leadership, stakeholders, and end users.

### Optional Services

At its sole discretion, the County may authorize ISG to provide additional services using the rate card contained in this SOW. ISG and the County will mutually agree to the required staffing levels to support any such services and follow the Change Control process defined below.

## 1.2 Work Products and Approval Process

### Monthly Project Oversight/Quality Assurance Report

ISG will develop a monthly Project Oversight/Quality Assurance Report formatted in two parts. The first part will present an executive summary containing narrative on key topics and observations of activities and work products. The second part will contain details on individual activities and work products validated and verified for the monthly reporting period.

### Organizational Change Management Work Products

On a monthly basis, at a minimum, ISG’s OCM Consultant will collaborate with the County’s OCM Manager to prioritize and guide ISG’s efforts for the upcoming month. During these collaboration sessions, ISG’s OCM Consultant will provide the County’s OCM Manager a status of their efforts, identification of any roadblocks, and proactively identify opportunities to re-prioritize work based on the Project’s progress and phase.

The following non-exhaustive list provides example Work Products the ISG OCM Consultant will contribute to:

- Stakeholder Analysis and Engagement Plan



- Change Readiness Assessments
- Behavioral Change Plans
- Transition Plan Document
- Implementation Strategies Document
- Success Metrics Documentation and Monitoring Procedures
- Feedback Strategy

### Work Product Approval Process

ISG will present the above-defined work products to the County PMO for review and acceptance. The Project Executive Sponsors or the Project Manager will review the work product and accept or provide feedback within five (5) business days (the review period). If the County identifies deficiencies in the work product, the County PMO will provide the ISG Engagement Executive with written notice and a description of the specific deficiencies in the work product prior to the expiration of the review period. ISG may then revise the work product to address the deficiencies. If the County identifies additional deficiencies on ISG’s re-submitted work product, the County PMO will notify the County Executive Sponsor and the ISG Engagement Executive to determine the plan for resolution. Unless notice is provided to the ISG Engagement Executive within the review period, the County and ISG agree the work product is considered complete.

## 2 ISG’s Roles and Estimated FTE

ISG’s roles and estimated full-time equivalency (FTE) are presented in the following table.

Project Role	Responsibility	Estimated FTE
Engagement Executive	Overall responsibility for the success of the engagement. Coordination of ISG resources to manage the Project to successful completion of all tasks, including quality, completeness, and timeliness. Conduct and document quality review meetings with the County. Also serve as a functional SME for the full Project scope.	Mo. 1-23: 10%
Project Oversight/QA Manager	The Project Oversight/QA Manager is responsible for day-to-day engagement in project activities and review of work products to confirm the project is being managed and executed following best practices and the solution being delivered meets the stated objectives of the County.	Mo. 1-2: 50% Mo. 3-23: 100%
OCM Manager	The OCM Manager is responsible for managing and monitoring the County’s OCM activities following the County-approved plans developed by CGI, while providing feedback and input on the County’s behalf to continually collaborate with CGI on the Project’s training, communication, and preparedness activities.	Mo 3-12: 50% Mo 13-23: 100%

Estimated and actual FTE may vary by Project phase and month.

### **3 Period of Performance**

The amended term of performance will extend the initial term of eighteen (18) consecutive months by an additional five (5) months to a consecutive twenty three (23) month term. The initial term can be extended at the County's sole discretion for an additional twelve (12) months using the rate card identified in Pricing below. Changes in the duration of project activities within a phase would not necessarily indicate a material change (e.g., short extension of the Design phase). However, changes that increase the overall length of a project phase (i.e., Go-Live Date) would be considered material. Any such material changes in the project timeline will be subject to mutual agreement of the Parties as defined in Change Control below.

### **4 Change Control**

The County and ISG agree to manage contractual and SOW changes via a formal change control process. At any time, either the County or ISG may propose a contract change request to reflect a material change in Project scope, timeline, work effort, resource requirement, compensation, or other matter affecting the delivery of ISG's services. Upon submission, ISG will advise the County as to any cost or schedule impacts impacting ISG's fixed-fee or an estimate for additional services provided on a time and material basis.

In anticipation of the need for a contractual change, the County and ISG shall propose an amendment to the SOW to reflect the nature of the change and expected impact of the change. Both parties will negotiate the terms of the change in good faith and in a timely manner document the change impacts (e.g., scope increase/decrease, resources, payment timing/amounts) in an amendment to the SOW as signed by the County and ISG.

Neither party is obligated to change the deliverables, services, resources, or other aspects of the contract unless an SOW amendment for such change has been signed by both parties.

### **5 Termination for Convenience**

In the event of termination for convenience, the Party initiating the termination will provide the Party being terminated for convince a written notice (30) days prior to the anticipated termination date. Upon notice of termination for convenience by the County, ISG will not work any compensable hours after the termination date. ISG's monthly fee will be prorated based on the termination date.



## 6 Pricing

ISG’s services described in this SOW will be provided for a fixed monthly fee inclusive of all travel, expenses, and overhead costs. ISG’s services will be invoiced monthly for service provided in the previous month, as follows:

Month #	Invoice Amount	Month #	Invoice Amount	Month #	Invoice Amount	Month #	Invoice Amount
1 (05-2024)	\$26,100	7 (11-2024)	\$73,250	13 (05-2025)	\$76,912	19 (11-2025)	\$78,680 or \$98,120
2 (06-2024)	\$26,100	8 (12-2024)	\$73,250	14 (06-2025)	\$76,912 or \$93,030	20 (12-2025)	\$78,680 or \$98,120
3 (07-2024)	\$73,250	9 (01-2025)	\$73,250	15 (07-2025)	\$76,912 or \$93,030	21 (01-2026)	\$78,680 or \$98,120
4 (08-2024)	\$73,250	10 (02-2025)	\$73,250	16 (08-2025)	\$76,912 or \$93,030	22 (02-2026)	\$78,680 or \$98,120
5 (09-2024)	\$73,250	11 (03-2025)	\$73,250	17 (09-2025)	\$76,912 or \$93,030	23 (03-2026)	\$78,680 or \$98,120
6 (10-2024)	\$73,250	12 (04-2025)	\$73,250	18 (10-2025)	\$76,912 or \$93,030	Conf.	\$6,000
<b>Grand Total Assuming 1.0 OCM FTE</b>							<b>\$1,823,362</b>

The County and ISG will jointly agree via email to adjust the OCM resource to be a 0.5 or 1.0 FTE. In the months when the OCM resource is a 0.5 FTE, ISG will submit an invoice for the lesser amount in the payment schedule. When the OCM resource is a 1.0 FTE, ISG will submit an invoice for the greater amount in the payment schedule.

With the County’s written approval, ISG will be reimbursed for conference registration fees for conference attendance up to the amount shown below.

Conference Registration Fee Budget: \$6,000

### Rate Card for Task Order Services

The County may authorize ISG to perform services on a task order basis. The time and materials rate card will be used for services outside of the scope (e.g., training, interface support) described in this SOW. Any such changes will be handled through the Scope Change Control process as defined in this SOW. ISG will only bill for services rendered and the off-site rates are inclusive of all travel and lodging expenses.

Role Description	Hourly Rate May 2024 to Oct 2025	Hourly Rate Nov 2025 to Oct March 2026
Engagement Partner - On-site	\$350	\$355
Engagement Partner - Off-site	\$300	\$305
Project Manager - On-site	\$275	\$280
Project Manager - Off-site	\$225	\$230
Director – On-Site	\$265	\$270
Director – Off-Site	\$215	\$220
Consultant – On-site	\$240	\$245
Consultant – Off-site	\$190	\$195

Any task order work will be addressed via individual monthly releases. ISG will submit a Release Document for the upcoming month or quarter to the County Project Manager approximately two (2) weeks prior to the beginning of a month that does not have an approved release for the work to be performed during that month. If the Release Document is accepted by the County, ISG will perform the tasks described in the Release Document. At the end of each month, ISG will: (1) produce a report that provides the status of the tasks described in the Release Document, and (2) submit an invoice to the County for the work performed during that month. The report will include the following items:

- The number of hours expended during the past month, and the cumulative total to date for the task order.
- Identification of the tasks worked on and what was completed during the current reporting period.
- The amount of funds expended during the current reporting period, and the cumulative total to date for the task order.

The County will review the status report and, upon acceptance of report, approve the ISG invoice for payment and remit payment within the terms of the contract. The actual hours worked will vary and will be included in the monthly invoice.

## 7 Assumptions

ISG's fee estimates are based on the services requested by the County and described in the Scope of Services section. To the extent additional services are requested, such services will be performed on a fee-for-service basis and documented via Change Control. This SOW and associated cost estimates are based on the following key assumptions:

- The County will provide an administrative support person assist with project management office activities.
- The County will make all Project meetings known to ISG in a timely manner, will grant ISG access to Project meetings, workshops, events, and other activities (e.g., testing, training), and will allow ISG to participate in any such meetings that ISG deems necessary to fulfill its responsibilities under the SOW. In general, these privileges will be equivalent to the privileges that the County makes available to the County's own Project Leadership group and team members. Furthermore, the County will agree with CGI and any other third-party contractors to grant ISG the same privileges as described, as it relates to the Project.
- The County will make access to all documentation related to the Project available in a timely manner to ISG as ISG deems necessary to fulfill its responsibilities under the SOW. In general, this privilege will be equivalent to the access the County provides to its own Project Leadership group and team members. Furthermore, the County will agree with CGI and any other third-party contractors that the County may engage to grant ISG the same privileges as described, as it relates to the Project.



- Representatives knowledgeable of the County's operations, systems, data, interfaces, etc. (i.e., subject matter experts) will be available to meet with ISG members for meetings in a timely manner and provide responses to ISG inquiries as ISG deems necessary to fulfill its responsibilities under the SOW.
- The County's PMO will review and provide timely feedback as noted above on work products as they are presented to the County for review.
- The County assumes responsibility for timely Project decision-making, software configuration and business process decisions, implementation of internal controls, security set-up and maintenance, and compliance with federal and state laws and regulations.
- ISG's Project Oversight/QA Manager will provide services through a mix of on-site and off-site resources not to exceed fifty percent (50%) on-site effort over the life of the Project. ISG's Engagement Executive and ISG's OCM Manager will provide services remotely. Any necessary expenses for anticipated ISG resources travelling onsite are included in the pricing.
- The Project Plan and invoicing schedule assume ISG will provide continuous services consistent with the Project Plan and will not experience a break in service. Should a break in service be necessitate by Project events, those changes will be addressed through the Scope Change Control process.
- ISG will rely upon information and representations provided by the County for the purpose of rendering services throughout this Project.
- The County and ISG agree that the scope of activities in this SOW may be adjusted as to priority and work effort during the course of the engagement such that the total cost of this effort does not exceed available funding.

If any of these assumptions prove invalid, or if deviations from them arise during the project, they will be managed through the scope change control process.



\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed as of the SOW Effective Date by their respective duly authorized representatives.

**Fulton County, Georgia**

**International Consulting Acquisition Corp.  
dba ISG Public Sector**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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

## Performance Evaluation Details

<b>ID</b>	E1
<b>Project</b>	State of North Dakota #146 Strategic Assessments
<b>Project Number</b>	State of North Dakota #146 Strategic Assessments
<b>Supplier</b>	International Consulting Acquisition Corp dba ISG Public Sector
<b>Supplier Project Contact</b>	David L Hemingson (preferred language: English)
<b>Performance Program</b>	Professional Services
<b>Evaluation Period</b>	06/18/2025 to 07/08/2025
<b>Effective Date</b>	07/15/2025
<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>	07/15/2025 10:51 AM EDT
<b>Completion Date</b>	07/15/2025 10:51 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

*Not Specified*

**EXTENSION NO. 1 TO FORM OF CONTRACT**

Contractor: International Consulting Acquisition Corp. dba ISG Public Sector  
("ISG")

Contract No.

Address: 2187 Atlantic St.  
City, State Stamford, CT 06902

Telephone: 512-970-0745

E-mail: [nathan.frey@isg-one.com](mailto:nathan.frey@isg-one.com)

Contact: Nathan Frey  
Partner

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

WHEREAS, Fulton County ("County") entered into a Contract with International Consulting Acquisition Corp. dba ISG Public Sector ("ISG") to provide/perform ERP Upgrade Project Oversight/QA and OCM to include but not limited to Independent validation and verification for the said project, dated April 1, 2024, on behalf of the Information Technology Department; and

WHEREAS, the County wishes to extend the existing contract, with all terms and conditions unchanged, and add halftime or fulltime OCM resource for an additional one year period.

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 \_\_\_\_\_, 2026 BOC# \_\_\_\_\_.

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

This Extension No. 1 to Form of Contract is effective as of the 1<sup>st</sup> day of April, 2026, between the County and ISG, who agree that all Services specified will be performed by in accordance with this Extension No. 1 to Form of Contract and the Contract Documents for an additional 1 year period, with the contract ending as of the 31<sup>st</sup> day of March, 2027.

1. **SCOPE OF WORK TO BE PERFORMED:** The scope of work include independent verification and validation services for upgrading the ERP platform, reimbursement to ISG for conference attendance and also grant the County the

option to use a halftime or fulltime OCM resource.

2. **COMPENSATION:** The services herein shall be performed by Contractor for a total amount not to exceed \$360,000.00.
3. **LIABILITY OF COUNTY:** This Extension No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF EXTENSION NO. 1 TO FORM OF CONTRACT:** Except as modified by this Extension No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

**[INTENTIONALLY LEFT BLANK]**

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

OWNER:

**FULTON COUNTY, GEORGIA**

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

ATTEST:

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

(Affix County Seal)

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Kevin Kerrigan, CIO  
Department of Information Technology

CONTRACTOR:

**INTERNATIONAL CONSULTING  
ACQUISITION CORP. DBA ISG  
PUBLIC SECTOR**

\_\_\_\_\_  
Nathan Frey  
Partner

ITEM#: _____ RCS: _____ <b>FIRST REGULAR MEETING</b>	ITEM#: _____ RM: _____ <b>SECOND REGULAR MEETING</b>
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# SCOPE OF WORK

# COMPENSATION

# CERTIFICATE OF INSURANCE



STATEMENT OF WORK

Presented to

Fulton County, Georgia

Amendment #3 to  
Statement of Work for  
ERP Upgrade Project Oversight/QA and OCM Services

Presented by:

ISG Public Sector

March 5, 2026

imagine your future®



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## 1 Scope of Services and Work Products

International Consulting Acquisition Corp. dba ISG Public Sector (ISG) may provide Fulton County, Georgia (County) with Project Oversight/Quality Assurance (QA), Organizational Change Management (OCM), and Payroll/Human Resource Management (HRM) Subject Matter Expertise (SME) advisory services for the County's Enterprise Resource Planning (ERP) Upgrade Project.

Project Oversight/QA services may include assisting with verifying that the solution is designed, tested, and implemented to satisfy County business requirements and validating that the practices, methods and activities of the project are effective, efficient, and will deliver a solution that meets County goals. OCM services may include reviewing and providing feedback on communication, preparedness, and training efforts in coordination with CGI. Payroll SME services may include functional advisory contributions related to design, testing, and payroll readiness activities.

This Statement of Work (SOW) provides consulting services on a time and materials (T&M) basis as defined in the Pricing section below. Services will be delivered through a blended team structure aligned to Project priorities and actual utilization of authorized hours under this Amendment. The services described herein represent the types of advisory activities ISG may perform, and actual activities will be determined based on mutually agreed priorities and available authorized hours.

County and ISG will regularly collaborate in good faith to determine the most effective utilization of ISG's consulting services as the Project progresses. The scope and timing of ISG's activities will be aligned to Project conditions and authorized hours under this Amendment.

### 1.1 Description of Services

The County has contracted with CGI to upgrade its current on-premises CGI Advantage ERP Solution to the cloud-based software as a service (SaaS) CGI Advantage 4 ERP Solution. Generally speaking, SaaS software is highly configurable to suit client needs but typically is not customizable. SaaS software selection therefore seeks the "best fit," and cloud software users modify their processes to operate with the "best practice" processes supported by the software. Requirements not met by the selected provider's software (in this case, the CGI Advantage 4 Solution) therefore must be addressed through changes in policy and/or process (i.e., workarounds), integrations, or development of extensions (i.e., CGI- and/or County-led development objects external to the CGI Advantage SaaS ERP products). County Leadership has adopted and endorsed this approach. County leaders will apply this approach in making decisions related to the business processes that the County will implement.

The County and CGI will manage the Project, direct their respective Project staff members, and be responsible for implementation strategy and task execution consistent with the County-CGI agreements and the County's finalized Project Plan. The County assumes

responsibility for governance and timely Project decision-making, implementation of internal controls, security set-up and maintenance, and compliance with federal, state laws and regulations, and County ordinances.

The services described below represent the types of advisory activities ISG may perform under this Amendment. Actual activities will be determined based on mutually agreed priorities and available authorized hours.

### **Project Oversight/Quality Assurance Services**

Project Oversight/QA services may include providing objective, timely analysis and advisory feedback to the Project Executive Sponsors, the Executive Steering Committee (ESC), the County's Program Management Office (PMO), and other groups as mutually agreed, based on ISG's experience with similar projects.

As requested and aligned to authorized hours, ISG may review CGI's work products for quality, accuracy, completeness, and adherence to contractual and functional/technical requirements. Any written input provided by ISG will identify schedule, cost, or technical inconsistencies and may include recommendations regarding deliverable acceptance.

ISG may conduct oversight activities in parallel with program activities, as appropriate to the level of effort utilized under this Amendment. Upon mutual agreement with County PMO, ISG may review deliverables to confirm that they satisfy the standards, practices, and convention of the program "stage" and that they establish the proper basis for initiating next "stage" activities.

### **Verification Services**

ISG may provide advisory review and objective input on selected work products and activities pertaining to various phases of the ERP Upgrade Project, as mutually agreed. These services will derive from industry best practices and established quality control principles, and all verification artifacts will be based on the approved, allocated and prioritized requirements for the Solution.

In general, such advisory services may include:

- Development and implementation of a Project Oversight/QA framework for the objectives, scope, approach, standards and procedures, tool, etc., to be used in the verification effort
- Ongoing observation and assessment of project activities
- Review of key Project deliverables as mutually agreed-upon with the County PMO
- Administration activities and tasks in support of the verification effort

### **Validation Services**

ISG may provide validation-related advisory support to assist the County in confirming that business requirements, issues, and risks have been addressed in alignment with best practices. The validation services aim to confirm the fit of the new business new solution as defined by the County and that appropriate training, policy, process, and procedural changes have been defined and implemented according to the contract and work plan between the County and CGI.

In general, ISG's such advisory services include:

- Providing objective guidance and expertise to increase Project success and lower implementation risks
- Offering perspective and recommendations on the health of the ERP Upgrade Project from an experienced, neutral third party to improve the management of the solution in accordance with practices that reduce risk and support achievement of the stated Project objectives
- Communicate lessons learned from other implementation and redesign experiences to limit rework
- Provide recommendations on a revised course of action to limit the impact of potential issues and risks

### **Organizational Change Management Services**

OCM services may include assisting the County Organizational Change Management Team with preparing the County for success throughout applicable Phases of the ERP Upgrade Project.

As requested and aligned to authorized hours, ISG may review and provide advisory input on CGI's communications, training, business process re-design, and related efforts and work products. ISG may assist the County's OCM Manager in monitoring organizational change management activities in accordance with the Project Plan.

In general, ISG's OCM services include:

- **Elimination of Barriers to Success:** ISG may monitor change management activities to emphasize potential "hot spots" and to mitigate Project risks. ISG may assist County Leadership and Project Teams with identifying organizational change areas having the greatest risk to project success based on ISG's previous experiences in providing project management services on large enterprise projects, as well as its knowledge of business processes inherent in ERP software and based on best business practices.

- **Communications:** ISG may review the County’s execution of the County-approved CGI communication and change management plan for the ERP Upgrade Project. ISG may validate the Communication plan includes a comprehensive strategy for communicating with all impacted levels of the organization. ISG may also assist the County’s review of CGI’s communication activities, key messages associated with each activity, the audience, and the party responsible for delivering the communication throughout the ERP Upgrade Project.
- **Role Mapping and End-User Skills Fit/Gap Analysis:** ISG may validate the tools that the County will use to map end users to their new roles and to match employee skills with the requirements of the new roles.
- **Training:** ISG may evaluate the various components of end-user training, including the curriculum, materials, instructors, techniques, facilities, and logistics to confirm the strategy to properly educate employees to be able to function effectively in their new roles.
- **Organizational Impacts:** ISG may review the Project’s organizational design recommendations to account for the County’s history of changes, the impacts on current business processes, and the potential for changes in workforce requirements.
- **Change and Culture Impacts:** ISG may review both the knowledge transfer (e.g., the ability for the County to be self-sustaining when the recommended changes are put into effect) and the change management strategies and plans, which could also include the engagement strategy for Leadership, stakeholders, and end users.

### Payroll and Human Resource Management (HRM) SME and Facilitation Services

Payroll/HRM SME services may include assisting the County’s Payroll, HR, Finance, and Project Leadership teams with focused payroll-related activities associated with the ERP Upgrade Project.

As requested and aligned to authorized hours, ISG may review and provide advisory input to CGI’s payroll-related design, configuration, data conversion, testing, and transition activities and work products. ISG may assist the County’s Project Leadership with organizing and coordinating payroll-related efforts in accordance with the Project Plan.

- **Payroll Subject Matter Support:** ISG may provide experienced payroll functional and technical expertise to support the County’s review of payroll configurations, business process alignment, and related transition activities. ISG may assist with clarifying requirements, identifying dependencies, and providing perspective based on prior CGI payroll implementation experience.
- **Coordination of Payroll Activities:** ISG may assist the County with organizing remaining payroll-related tasks, supporting technical coordination, and promoting alignment across Payroll, HR, Finance, IT, and CGI project teams.
- **Data Transition and Validation Activities:** ISG may review payroll data migration, reconciliation, and validation efforts to support accuracy and completeness during transition activities.

- **Testing and Readiness Efforts:** ISG may evaluate payroll testing approaches and related readiness activities to help confirm preparedness for ongoing payroll operations.
- **Facilitation Support:** ISG may facilitate payroll-focused working sessions and assist with documenting key decisions, risks, and action items to support structured decision-making and timely resolution of payroll-related matters.

ISG's Payroll SME services are supplemental and advisory in nature. The County retains responsibility for all payroll policy decisions, compliance determinations, system approvals, and operational execution.

## 1.2 Work Products and Reporting

ISG may provide advisory input, status updates, observations, and other informal or formal work products, as appropriate to the level of effort and authorized hours.

ISG will provide a summary of monthly activities, including working sessions and any identified risks or concerns related to the Project.

## 2 ISG's Roles and Resourcing Model

ISG may provide services through the following roles, as appropriate based on Project needs:

- Project Oversight/QA Manager
- Payroll/HRM Subject Matter Expert
- Organizational Change Management Consultant
- Engagement Executive

These roles reflect the advisory, governance, stabilization, and payroll/HRM SME services described in Section 1. Specific role participation and level of effort will be determined collaboratively and aligned to the utilization of hours under the Not To Exceed amount.

## 3 Period of Performance

The amended term of performance will extend the amended term of twenty-three (23) consecutive months by an additional twelve (12) months to a consecutive thirty-five (35) month term. The term of this agreement can be extended at the County's sole discretion for an additional twelve (12) months using the Change Control process below. Changes in the duration of project activities within a phase would not necessarily indicate a material change (e.g., short extension of the Design phase). However, changes that increase the overall length of a project phase (i.e., Go-Live Date) would be considered material. Any such material changes in the project timeline will be subject to mutual agreement of the Parties as defined in Change Control below.

## 4 Change Control

The County and ISG agree to manage contractual and SOW changes via a formal change control process. At any time, either the County or ISG may propose a contract change request to reflect a material change in Project scope, timeline, work effort, resource requirement, compensation, or other matter affecting the delivery of ISG's services. Upon submission, ISG will advise the County as to any cost or schedule impacts impacting Not To Exceed Amount or estimated utilization.

In anticipation of the need for a contractual change, the County and ISG shall propose an amendment to the SOW to reflect the nature of the change and expected impact of the change. Both parties will negotiate the terms of the change in good faith and in a timely manner document the change impacts (e.g., scope increase/decrease, resources, payment timing/amounts) in an amendment to the SOW as signed by the County and ISG.

Neither party is obligated to change the deliverables, services, resources, or other aspects of the contract unless an SOW amendment for such change has been signed by both parties.

## 5 Termination for Convenience

In the event of termination for convenience, the Party initiating the termination will provide the Party being terminated for convince a written notice (30) days prior to the anticipated termination date. Upon notice of termination for convenience by the County, ISG will not work any compensable hours after the termination date. ISG's monthly fee will be prorated based on the termination date.

## 6 Pricing

ISG's services described in this SOW will be provided remotely using a blended time and materials (T&M) basis at a rate of \$250 per hour.

The total compensation under this Amendment shall not exceed \$360,000 for the twelve (12) month term (the "Not To Exceed Amount") unless modified through Change Control.

ISG will invoice monthly for actual hours expended during the previous month

The County and ISG acknowledge that utilization may fluctuate based on Project conditions. It is anticipated that hours may be more concentrated during Day 1 go-live stabilization activities and may moderate as the Project transitions into steady-state support and progression toward the Day 2 solution.

If the Not To Exceed Amount is approached prior to the end of the term, the Parties may mutually agree to pursue an amendment or change control to address continued support needs.

## 7 Assumptions

ISG's fee estimates are based on the services requested by the County and described in the Scope of Services section. To the extent additional services are requested, such services will be performed on a fee-for-service basis and documented via Change Control. This SOW and associated cost estimates are based on the following key assumptions:

- The County will provide an administrative support person to assist with project management office activities.
- The County will make all Project meetings known to ISG in a timely manner, will grant ISG access to Project meetings, workshops, events, and other activities (e.g., testing, training), and will allow ISG to participate in any such meetings that ISG deems necessary to fulfill its responsibilities under the SOW. In general, these privileges will be equivalent to the privileges that the County makes available to the County's own Project Leadership group and team members. Furthermore, the County will agree with CGI and any other third-party contractors to grant ISG the same privileges as described, as it relates to the Project.
- The County will make access to all documentation related to the Project available in a timely manner to ISG as ISG deems necessary to fulfill its responsibilities under the SOW. In general, this privilege will be equivalent to the access the County provides to its own Project Leadership group and team members. Furthermore, the County will agree with CGI and any other third-party contractors that the County may engage to grant ISG the same privileges as described, as it relates to the Project.
- Representatives knowledgeable of the County's operations, systems, data, interfaces, etc. (i.e., subject matter experts) will be available to meet with ISG members for meetings in a timely manner and provide responses to ISG inquiries as ISG deems necessary to fulfill its responsibilities under the SOW.
- The County's PMO will review and provide timely feedback as noted above on work products as they are presented to the County for review.
- The County assumes responsibility for timely Project decision-making, software configuration and business process decisions, implementation of internal controls, security set-up and maintenance, and compliance with federal and state laws and regulations.
- The services assume ongoing collaboration consistent with Project needs and will not experience a break in service. Should a break in service be necessitated by Project events, those changes will be addressed through the Scope Change Control process.
- ISG will rely upon information and representations provided by the County for the purpose of rendering services throughout this Project.
- The County and ISG agree that the scope of activities in this SOW may be adjusted as to priority and work effort during the course of the engagement such that the total cost of this effort does not exceed available funding.

If any of these assumptions prove invalid, or if deviations from them arise during the project, they will be managed through the scope change control process.



\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed as of the SOW Effective Date by their respective duly authorized representatives.

**Fulton County, Georgia**

**International Consulting Acquisition Corp.  
dba ISG Public Sector**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 26-0161

Meeting Date: 3/18/2026

### Department

Information Technology

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

Request approval to extend an existing contract - Information Technology, 22ITBC1006B-PS, Fulton PC Refresh, in an amount not to exceed \$2,368,000.00 with CDW Government LLC (Vernon Hills, IL) to provide enterprise business class desktop personal computers (PCs), laptops, monitors and docking stations, specialty computing devices to include iPads, iMacs, MS Surface Pros and supporting peripherals for an additional 9 month period in order to provide additional time to create a new solicitation. Effective Dates: April 1, 2026 through December 31, 2026.

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

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

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

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background** This contract will provide enterprise business workstation hardware to include but is not limited to personal computers, laptops, monitors docking station and peripherals for both standard and specialty equipment. Non-standard specialty equipment includes but not limited to Toughbooks, tablets, and specific business dependent devices such as MAC and Surface Pros. This

contract includes warranty support and imaging services from the vendor.

**Scope of Work:** This contract provides business-class PCs, laptops, monitors, docking stations, and specialty computing devices to support County agencies and IT operations on an as-needed basis.

**Community Impact:** Negative impact to Departments/County Agencies who provide public facing services where technology requires replacement or new devices. Constituents that may be impacted include services provided through computer access at Library’s, Senior Centers, Court Services etc.

**Department Recommendation:** Approval is recommended.

**Project Implications:** If the Board action is not approved, Departmental agencies will not be able to procure desktop personal computers (PCs), laptops, monitors and docking stations and other peripherals that are necessary for continuity of operations and deliver services to County customers and constituents.

**Community Issues/Concerns:** There are no community concerns with this item.

**Department Issues/Concerns:** If not approved, FCIT will be unable to procure desktop personal computers (PCs), laptops, monitors and docking stations and other peripherals that are necessary for continuity of operations and deliver services to County customers and constituents. It is critical that this item is reviewed and eventually approved.

**Contract Modification**

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0245	4/12/2023	\$1,431,319.61
1st Renewal	23-0944	10/20/2023	\$1,500,000.00
Amendment 1	24-0687	10/16/2024	\$450,000.00
2 <sup>nd</sup> Renewal	24-0790	11/20/2024	\$1,950,000.00
Amendment 2	25-0752	10/1/2025	\$850,000.00
90-Day Contract Extension 1	102-369e	1/26/2026	90,000.00
Extension No. 2			\$2,368,000.00
Total Revised Amount			\$8,639,319.61

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

**Contract Value:** \$2,368,000.00

**Prime Vendor:** CDW Government  
**Prime Status:** Non-Minority  
**Location:** Vernon Hills, IL  
**County:** Lake County

**Prime Value:** \$2,368,000.00 or 100.00%

**Total Contract Value:** \$2,368,000.00 or 100.00%

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

### Exhibits Attached

Exhibit 1 - Performance Evaluation

Exhibit 2 - Extension No. 2 To Form of Contract

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

Kevin Kerrigan, Chief Information Officer, Information Technology - 404-612-0057

### Contract Attached

No

### Previous Contracts

Yes

### Total Contract Value

Original Approved Amount: \$1,431,319.61

Previous Adjustments: \$6,274,319.61

This Request: \$2,368,000.00

TOTAL: \$8,639,319.61

### Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

### Fiscal Impact / Funding Source

#### Funding Line 1:

Funding provided by agencies requesting products and services - \$977,512.00 (Subject to availability of funding adopted for FY2026 by BOC)

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**Agenda Item No.:** 26-0161

**Meeting Date:** 3/18/2026

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**Funding Line 2:**

500-220-2200-A060 \$1,390,488.00 (Subject to availability of funding adopted for FY2026 by BOC)

<b>Key Contract Terms</b>	
<b>Start Date:</b> 4/1/2026	<b>End Date:</b> 12/31/2026
<b>Cost Adjustment:</b> 2,368,000.00	<b>Renewal/Extension Terms:</b> 9 Months

**Overall Contractor Performance Rating:** 97

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

**Report Period Start:**  
7/12/2025

**Report Period End:**  
10/23/2025

## Performance Evaluation Details

<b>ID</b>	E6
<b>Project</b>	Fulton County PC Refresh
<b>Project Number</b>	22ITBC1006B-PC
<b>Supplier</b>	CDW Government LLC
<b>Supplier Project Contact</b>	Justin Schwier (preferred language: English)
<b>Performance Program</b>	Goods and Commodity Services
<b>Evaluation Period</b>	07/12/2025 to 10/11/2025
<b>Effective Date</b>	10/23/2025
<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>	10/23/2025 07:32 PM EDT
<b>Completion Date</b>	10/23/2025 07:32 PM EDT
<b>Evaluation Score</b>	97

### 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**

**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** The quality of the equipment and devices delivered meet FCIT expectations.

**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** This vendor provides estimated delivery dates and meets those dates as long as it's within their authority to do so. We are immediately notified of items that become end of life and provided with replacement devices. Items on extended backorder that can be substituted with comparable devices are made available to fulfill requests.

**BUSINESS RELATIONS**

**17/20**

Rating

**Excellent:** Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

**Comments** This vendor is responsive to inquiries timely and delivers excellent technical service whenever needed.

**CUSTOMER SATISFACTION**

**20/20**

Rating

**Outstanding:** Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

**Comments** This vendor demonstrates the desire for customer excellence by attending regular, by-weekly, cadence meetings to address any concerns, answer any questions and resolve any issues we may have.

**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** Compliant with contract pricing, all cost discrepancies are clearly identified with explanation. This vendor is compliant with invoice submission requirements and or price substantiations.

**GENERAL COMMENTS**

**Comments** *Not Specified*

**EXTENSION NO. 2 TO FORM OF CONTRACT**

Contractor: **CDW GOVERNMENT INC**

Contract No.: **22ITBC1006B-PS, Fulton PC Refresh**

Address: **280 North Milwaukee Ave.**  
City, State **Vernon Hills, IL 60061**

Telephone: **(678) 983-1730**

Email: **anusree@cdw.com**

Contact: **Anul Sreedharan**  
**Sr. Manager Program Sales**

**WITNESSETH**

WHEREAS, Fulton County ("County") entered into a Contract with CDW GOVERNMENT INC to provide enterprise business class desktop personal computers (PCs), laptops, monitors and docking stations to the Department of Information Technology on a as when and if needed basis, dated 4/12/2023, on behalf of the Information Technology; and

WHEREAS, the County wishes to extend the subject contract, with all items and conditions unchanged, for an additional 9 month period, 04-01-2026 through 12-31-2026; and

WHEREAS, the County wishes to extend the contract term to allow time to solicitate a new bid; 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 BOC# \_\_\_\_\_ and Date \_\_\_\_\_.

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

This Extension No. 2 to Form of Contract is effective as of the 1st day of April, 2026 between the County and CDW GOVERNMENT INC, who agree that all Services specified will be performed in accordance with this Extension No. 2 to Form of Contract and the Contract Documents for an additional nine month period, with the contract ending as of the 31st of December, 2026.

1. **COMPENSATION:** The services to be performed by the Contractor during this

Extension No. 2 to Form or Contract shall not exceed \$2,368,000.00 (two million three hundred sixty-eight thousand dollars), OR at no additional cost, this is a time extension only.

3. **LIABILITY OF COUNTY:** Extension No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF EXTENSION NO. 2 TO FORM OF CONTRACT:** Except as modified by this Extension No. 2 to Form of Contract, the Contract, and all Contract Documents remain in full force and effect.

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

OWNER:

**FULTON COUNTY, GEORGIA**

CONTRACTOR:

CDW GOVERNMENT INC

---

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

---

Anul Sreedharan  
Sr. Manager Program Sales

ATTEST:

ATTEST:

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Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

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Office of the County Attorney

APPROVED AS TO CONTENT:

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Kevin Kerrigan, CIO  
Information Technology





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 26-0162

Meeting Date: 3/18/2026

### Department

Arts and Culture

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

Request approval of a contract between Fulton County and the Bear Creek Nature Center, Inc. for the purpose of providing recurring funding in the total amount of \$200,000.00 for environmental education programming. The term of the contract is effective upon execution through December 31, 2026.

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

Pursuant to O.C.G.A. § 36-1-19.1 and O.C.G.A. § 36-10-1, the Board of Commissioners has exclusive jurisdiction over its affairs and may make charitable contributions in the form of contracts for services, with such contracts to be in writing and spread on the minutes.

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

Arts and Libraries

### Commission Districts Affected

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

### Is this a purchasing item?

No

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

**Scope of Work:** The Department of Arts & Cultural recommends the approval of a contract with the Bear Creek Nature Center, Inc. a Georgia non-profit organization that provides environmental educational services on a scheduled basis for the benefit Fulton County citizens and visitors. Scheduled environmental educational

services will be conducted targeting service delivery in South Fulton County through programs that are designed to promote awareness and appreciation of the environment. The Bear Creek Nature Center's staff will develop environmental education programs that connect to science, technology, engineering, arts and mathematics.

**Community Impact:** Environmental educational services are provided on a scheduled basis for the benefit of Fulton County citizens and visitors

**Department Recommendation:** Approval of a contract between Fulton County and the Bear Creek Nature Center, Inc., in the total amount of \$200,000.00 for environmental education programming to be effective upon execution through December 31, 2026.

**Project Implications:** Ensure community education and participation in environmental matters throughout Fulton County.

**Community Issues/Concerns:** No issues/concerns have been raised by constituents or clients concerning the agenda item.

**Department Issues/Concerns:** No department concerns have been identified.

## **Fiscal Impact / Funding Source**

### **Funding Line 1:**

100-181-1820-1160: General Fund, Arts and Culture, The Bear Creek Nature Center - \$200,000

**STATE OF GEORGIA  
COUNTY OF FULTON**

**CONTRACT**

**BETWEEN FULTON COUNTY, GEORGIA  
AND  
BEAR CREEK NATURE CENTER, INC.**

**THIS CONTRACT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, between Fulton County, Georgia, a political subdivision of the State of Georgia (“Fulton County”) and Bear Creek Nature Center, Inc., located at 6300 Cochran Mill Road, Chattahoochee Hills, Georgia 30268 (hereinafter referred to as “the Nature Center”) and collectively the “Parties.”

**WITNESSETH THAT:**

**WHEREAS**, Fulton County, through its Fulton County Department of Arts and Culture (“FCDAC”), has determined a need for environmental educational services in Fulton County; and

**WHEREAS**, Fulton County, through its FCDAC, has determined that these services can be best performed by a non-profit, tax exempt 501(c)(3) under a contract (“Contract”); and

**WHEREAS**, the Nature Center is a Georgia non-profit, tax exempt 501(c)(3) organization that has a mission to connect people with nature by giving youth a place to foster an active awareness and understanding of the ecology of the natural world through interactive, hands-on learning experiences and provide adults a local place for adult learning experiences, volunteerism, and outdoor family activities that strengthen the environmental stewardship commitment within the community; and

**WHEREAS**, the Board of Commissioners, through the approval of Fulton County’s budget for 2026 authorizes and designates **\$200,000.00** for the Nature Center to provide funding to support environmental education services within the County at the Nature Center located at 6300 Cochran Mill Road in Chattahoochee Hills, Georgia; and

**WHEREAS**, the Nature Center will expend the funds under this Contract for environmental promotion and protection purposes consistent with its mission and non-profit status only, deriving no profit to the organization; and

**WHEREAS**, Fulton County is authorized to enter into this Contract with the Nature Center pursuant to O.C.G.A. § 36-1-19.1.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

## **1.0 STATEMENT OF WORK**

Under this Contract, Fulton County shall provide financial assistance in the amount of Two Hundred Thousand Dollars (**\$200,000.00**) for environmental education services and programming at the current facility located at 6300 Cochran Mill Road, Chattahoochee Hills, Georgia. The Nature Center shall perform the services in accordance with Attachment “A” of this Contract, “Scope of Work,” attached hereto and made a part hereof.

## **2.0 COMPENSATION FOR SERVICES AND WORK**

Funding for the services and work described in Section 1.0 of this Contract, and in Attachment “A”, shall be as follows: The total amount payable to the Nature Center per the terms and execution of this Contract is not to exceed Two Hundred Thousand Dollars (**\$200,000.00**).

Such payments shall be made upon execution of this Contract in one lump sum.

The Nature Center shall submit all necessary documentation to FCDAC as required in Attachment “A,” Scope of Work. This documentation shall be submitted to the Division Manager-Arts & Culture within the FCDAC through the WebGrants awards portal. Two copies of the documentation shall be included with the submission, one copy of which shall be accompanied by documentation supporting the services performed for the monies expended.

## **3.0 TERM OF CONTRACT**

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of this Contract shall be upon execution through December 31, 2026, unless otherwise extended in writing or terminated by Fulton County. However, unless good cause is shown, should the Nature Center not have displayed significant action toward this Contract and its Scope of Work prior to the sixth (6th) month anniversary of the signing of this Contract, then said Contract shall be deemed void and any and all funds not expended or obligated toward the Scope of Work in this Contract shall be immediately returned to the County.

## **4.0 TERMINATION/SUSPENSION OF CONTRACT**

### **4.1 TERMINATION OF CONTRACT FOR CAUSE**

Either County or the Nature Center may terminate this Contract in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the Contract. Any party seeking to terminate this Contract is required to give thirty (30) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the Contract. The party receiving such notice under this provision shall have ten (10) days after receipt of service of the notice to correct the violation or cease the delay to the satisfaction of the aggrieved party. If such arrangements are not made, the Contract shall, upon expiration of said ten (10) days, be suspended or terminated without further notice. Upon such suspension or termination, the Nature Center will be compensated by Fulton County for expenses deemed by Fulton County to

be due and reasonable.

Notice of termination shall be delivered by hand delivery or certified mail with receipt for delivery returned to the sender.

#### **4.2 TERMINATION FOR CONVENIENCE OF THE COUNTY**

Notwithstanding any other provisions, Fulton County may terminate this Contract for its convenience at any time by giving at least thirty (30) days prior notice in writing (hand delivery or certified mail with receipt) to the Nature Center.

#### **4.3 SUSPENSION**

Fulton County may by written notice to the Nature Center, suspend the use of Fulton County funds where it is determined that any portion of work or services for which Fulton County funds are utilized does not match the services and work described in Section 1.0 herein, and in Attachment "A". Upon receipt of a suspension notice, the Nature Center must:

- 1) Immediately take correct measures and provide proof to Fulton County that the activity giving rise to the suspension has ceased or has been corrected;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to the suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of a notice to resume suspended services, the Nature Center will immediately resume performance under this Contract as required in the notice.

#### **5.0 RECORDS, REPORTS AND AUDITS**

The Nature Center shall maintain accounts and records, including personal property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be requested by Fulton County to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to Fulton County or its representative(s) and shall be retained for at least three (3) years after expiration of this Contract or completion of this project unless permission to destroy them is granted by Fulton County. The Nature Center's records, and accounts shall at all times meet or exceed the applicable requirements of federal, state and county law, rules and regulations. Further, the Nature Center shall submit detailed reports on the progress made and services during the course of this project. At a minimum, these reports shall be submitted on a monthly basis.

Said reports shall be submitted to the attention of the Director of the FCDAC. Two copies of the report shall be included in each submission.

## **6.0 INSPECTION OF FILES AND RECORDS**

FCDAC shall at all reasonable times have access to the pertinent offices and books and records of the Nature Center for inspection of the activities performed and expenses incurred under this Contract.

## **7.0 REVERSION OF ASSETS AND EQUIPMENT**

Upon expiration or termination of this Contract, the Nature Center shall transfer to Fulton County any Fulton County funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of Fulton County funds.

Further, in the event that the Nature Center should sell or otherwise dispose of any property acquired with Fulton County funds, the manner of said disposition shall result with Fulton County being reimbursed in an amount of the current fair market value of the property at that time less any portion of the value attributable to expenditures of non-Fulton County funds. In the event that such sale or disposition occurs more than ten (10) years after expiration or termination of this Contract, such reimbursement shall not be required.

## **8.0 COPYRIGHT AND PUBLICITY**

No report, map, or other document produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Nature Center without the prior written consent of Fulton County. All such reports, maps, or other documents shall become and be deemed the property of Fulton County and title therein shall vest in Fulton County.

Further, any favorable publicity given to this project must identify Fulton County prominently as a sponsoring agency. Specifically, at all places of and in all publications concerning this project, the Nature Center agrees to display and make known that the project was assisted under the auspices of Fulton County.

## **9.0 ASSIGNMENT OF CONTRACT**

The Nature Center shall not make any purported assignment of this Contract or any part thereof or delegate the duties herewith without prior written consent of Fulton County.

## **10.0 CONFLICT OF INTEREST**

No member, officer, or employee of Fulton County or its designee or agents, no member of the governing body of Fulton County, and no other official of Fulton County who exercises or has exercised any functions or responsibilities with respect to Fulton County-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 or benefit in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

## **11.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION; CIVIL RIGHTS ACT OF 1964 (AS AMENDED)**

The Nature Center shall comply with all requirements imposed by or pursuant to Title VI and Title VII of the Civil Rights Act as Amended, Age Discrimination in Employment Act; Rehabilitation Act of 1973, as Amended, section 504; Equal Pay Act; the American with Disabilities Act of 1990, as Amended; Fair Housing Act, as Amended; and any other applicable Acts which prohibit discrimination on the ground of race, color, religion, sex, age, national origin, handicap, disability, or familial status, to the extent these laws have not been held invalid or unenforceable. Nonetheless, no person in the United States shall be unlawfully excluded from participation in, be denied the benefit of, or be subjected to discrimination under, this Contract.

## **12.0 HOLD HARMLESS/INDEMNIFICATION**

The Nature Center hereby warrants, represents, covenants and agrees to indemnify and hold harmless Fulton County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies, or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by, or asserted against, such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Nature Center, its agents, employees, officers and directors. The Nature Center does further hereby agree to release, indemnify, defend and hold harmless Fulton County, its commissioners, officers, and employees, from any injury (including death resulting therefrom), loss, claim or damage sustained by the Nature Center's agents and employees, without regard to negligence. The language of this indemnification clause shall survive the termination of this Contract.

## **13.0 VARIATIONS OR MODIFICATIONS TO CONTRACT**

This Contract constitutes the entire arrangement between Fulton County and the Nature Center, and there are no further written or oral agreements with respect thereto. No variation or modification of this Contract and no waiver of its provisions shall be valid unless in writing and signed by the County and the Nature Center's duly authorized representatives.

Further, in the event of any material change or modification in the Nature Center's Contract or agreement with any other funding source during the course of this Contract, the Nature Center shall immediately notify the FCDAC of such change. In such event, Fulton County shall have the right to terminate its obligations under this Contract, discontinue future funding hereunder, and demand the refund or return of funds previously paid to or on behalf of the Nature Center.

## **14.0 NO THIRD-PARTY BENEFICIARY**

This Contract is not intended to, and shall not be considered to, give any third-party any interest or right with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided in this Contract. The relationship

described in this Contract is intended solely for the mutual benefit of the parties, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the Nature Center and Fulton County.

## **15.0 NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Director, Department of Arts and Culture  
141 Pryor Street SW, Suite 2030  
Atlanta, Georgia 30303  
404-612-5780

Copy To: Office of the County Attorney  
141 Pryor Street, S.W. Suite 4038  
Atlanta, Georgia 30303

Notices to the Nature Center shall be addressed as follows:

Bear Creek Nature Center, Inc.  
6300 Cochran Mill Road  
Chattahoochee Hills, Georgia 30268  
770-306-0914  
Attention: Norma Lewis, Director

## **16.0 GOVERNING LAW**

This Contract will be executed and implemented in Fulton County. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton County Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Contract shall be in full force and effect.

## **17.0 INSURANCE**

The Nature Center agrees to maintain for the life of this Contract such insurance as shall fully protect Fulton County. Such requirements are attached and made a part hereof as Attachment "B."

IN WITNESS WHEREOF, each of the parties hereto has caused MOU to be executed and delivered on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**For Bear Creek Nature Center, Inc.**

Attest:

\_\_\_\_\_  
Norma Lewis, Director  
Bear Creek Nature Center, Inc.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

(Seal)

**For Fulton County, Georgia**

Attest:

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

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

(Seal)

Approved as to Content:

Approved as to Form:

\_\_\_\_\_  
David Manuel, Director  
Department of Arts and Culture

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

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

## ATTACHMENT "A"

### SCOPE OF WORK

#### BEAR CREEK NATURE CENTER, INC.

In consideration of the not to exceed amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) allocated to the Nature Center, the Nature Center agrees to provide scheduled arts programming, exhibitions, and arts educational services for the benefit of Fulton County citizens and visitors. The Nature Center also agrees to provide the following program administration and evaluation information **by uploading the required documentation into the awards management portal by logging into the established account at [fulton.dullestech.net](http://fulton.dullestech.net):**

##### A. Program Administration and Evaluation

1. The Nature Center agrees to provide environmental promotion and protection services to Fulton County residents on a scheduled basis during regular hours for the benefit of the general public.
2. As a minimum agreement for supervision of the facility, The Nature Center agrees to direct day-to-day supervision of the management of The Nature Center and will operate at least 20 hours per week through the term of the Contract, with a responsible person to be located on site during operational hours.
3. The Nature Center agrees to maintain its status as a non-profit organization and, with its revenue, continue to promote education, conservation and environmental stewardship for the benefit of the public.
4. The Nature Center agrees to provide the FCDAC with:
  - A. Copy of Bear Creek Nature Center's 2026 Work Plan, including program service goals and objectives;
  - B. Schedule of 2026 programs and special events and projected participation.
  - C. A copy of the 2025 year-end financial statement;
  - D. A copy of Certificate of Insurance, as described in "Attachment B;" and
  - E. A copy of The Nature Center's Certification of non-profit 501(c) (3) status.
  - F. A copy of the most recent Board Meeting Minutes and a list of all active Board Members, indicating the registered agent to sign contracts.
5. By the tenth (10<sup>th</sup>) day of each month during the term of this Contract, The Nature Center agrees to provide the FCDAC with:
  - A. A monthly attendance report for each program/event held regarding environmental promotion and protection, beginning upon execution through December 31, 2026; and
  - B. The number of active volunteers and the number of volunteer hours donated for environmental promotion and protection activities for the previous month, beginning upon execution through December 31, 2026.
6. Contract funding will be paid out in one disbursement.



**ATTACHMENT “B”  
INSURANCE AND LIABILITY**

The Nature Center shall maintain for the life of the Contract such insurance as shall fully protect Fulton County and any subcontractors performing work covered by this Contract from any and all claims, including bodily injury, property damage or personal injury that may arise or result from The Nature Center under this Contract.

At a minimum, the above-described insurance must include the following elements and limits of coverage.

**Comprehensive General Liability**

- |   |           |
|---|-----------|
| 1. Bodily Injury (each occurrence and annual aggregate)   | \$500,000 |
| 2. Property damage (each occurrence and annual aggregate) | \$500,000 |
| 3. Personal injury (each occurrence and annual aggregate) | \$500,000 |

**Automobile Liability**

- |                                      |           |
|--------------------------------------|-----------|
| 1. Bodily injury (each occurrence)   | \$500,000 |
| 2. Property damage (each occurrence) | \$100,000 |





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 26-0163

Meeting Date: 3/18/2026

### Department

Arts and Culture

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

Request approval of a contract between Fulton County and the Chattahoochee Nature Center, Inc., a Georgia non-profit corporation, for the purpose of providing recurring funding in the total recurring amount of \$200,000.00 for the operation management of the current environmental education programming based at 9135 Willeo Rd, Roswell, GA 30075, and to provide expanded operational programming. The term of the contract is effective upon execution through December 31, 2026.

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

Pursuant to O.C.G.A. § 36-1-19.1 and O.C.G.A. § 36-10-1, the Board of Commissioners has exclusive jurisdiction over its affairs and may make charitable contributions in the form of contracts for services with such contracts to be in writing and spread on the minutes.

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

Arts and Libraries

### Commission Districts Affected

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

### Is this a purchasing item?

No

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

**Scope of Work:** The Department of Arts & Cultural recommends the approval of a contract with the Chattahoochee Nature Center, Inc., a Georgia non-profit organization that provides environmental educational services on a scheduled basis for the benefit Fulton County citizens and visitors.

Scheduled environmental educational services will be conducted targeting service delivery in North Fulton County through programs that are designed to promote awareness and appreciation of the environment. The Chattahoochee Nature Center's staff will develop environmental education programs that connect to science, technology, engineering, arts and mathematics.

**Community Impact:** Environmental educational services are provided on a scheduled basis for the benefit of Fulton County citizens and visitors.

**Department Recommendation:** Approval of the contract between Fulton County and the Chattahoochee Nature Center, Inc., in the total amount of \$200,000.00 for environmental education services, upon execution through December 31, 2026.

**Project Implications:** Ensure community education and participation in environmental matters throughout Fulton County.

**Community Issues/Concerns:** No issues/concerns have been raised by constituents or clients concerning the agenda item

**Department Issues/Concerns:** No department concerns have been identified.

## **Fiscal Impact / Funding Source**

### **Funding Line 1:**

100-181-1820-1160: General Fund, Arts and Culture, The Chatahoocee Nature Center - \$200,000

**STATE OF GEORGIA  
COUNTY OF FULTON**

**CONTRACT**

**BETWEEN FULTON COUNTY, GEORGIA**

**AND**

**CHATTAHOOCHEE NATURE CENTER, INC.**

**THIS CONTRACT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, between Fulton County, Georgia, a political subdivision of the State of Georgia (“Fulton County”) and Chattahoochee Nature Center, Inc. located at 9135 Willeo Road, Roswell, Georgia 30075 (hereinafter referred to as “Chattahoochee Nature Center”) and collectively the “Parties.”

**WITNESSETH THAT:**

**WHEREAS**, Fulton County, through its Department of Arts and Culture (“FCDAC”), has determined a need for environmental educational services in Fulton County; and

**WHEREAS**, Fulton County, through its FCDAC, has determined that these services can be best performed by a non-profit, tax exempt 501(c)(3) under a contract (“Contract”); and

**WHEREAS**, the Chattahoochee Nature Center is a Georgia non-profit, tax exempt 501(c)(3) organization that has a mission to connect people with nature by giving the youth a place to foster an active awareness and understanding of the ecology of the natural world through interactive, hands-on learning experiences and to provide adults a local place for adult learning experiences, volunteerism, and outdoor family activities that strengthen the environmental stewardship commitment within the community; and

**WHEREAS**, the Board of Commissioners, through the approval of Fulton County’s budget for 2026 authorizes and designates **\$200,000.00** for the Chattahoochee Nature Center to provide funding to support environmental education services within the County at the Chattahoochee Nature Center located at located at 9135 Willeo Road, Roswell, Georgia; and**WHEREAS**, the Chattahoochee Nature Center will expend the funds under this Contract for environmental promotion and protection purposes consistent with its mission and non-profit status only, deriving no profit for the organization; and

**WHEREAS**, Fulton County is authorized to enter into this Contract with the Chattahoochee Nature Center pursuant to O.C.G.A. § 36-1-19.1.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

## **1.0 STATEMENT OF WORK**

Fulton County shall provide financial assistance not to exceed the amount of **\$200,000.00** to provide environmental education services on a scheduled basis for the benefit of Fulton County citizens and visitors. Scheduled environmental educational services will be conducted targeting service at the Chattahoochee Nature Center (North Fulton County) through programs that are designed to promote awareness and appreciation of the environment. The Chattahoochee Nature Center will develop and provide environmental education programs that connect to science, technology, engineering, arts and mathematics and partner with Fulton County Schools, Fulton County Department of Arts and Culture's Arts Centers and other community entities.

## **2.0 COMPENSATION FOR SERVICES AND WORK**

Funding for the services and work described in Section 1.0 herein, and in Attachment "A" shall be as follows: The total amount payable to the Chattahoochee Nature Center per the terms and execution of this Contract is not to exceed Two Hundred Thousand Dollars (**\$200,000.00**).

Such payments shall be made upon execution of this Contract in one lump sum.

The Chattahoochee Nature Center shall submit all necessary documentation to FCDAC as required in Attachment "A," Scope of Work. This documentation shall be submitted to the Division Manager-Arts & Culture within FCDAC through the WebGrants awards portal. Two copies of the documentation shall be included with the submission, one copy of which shall be accompanied by documentation supporting the services performed for the monies expended.

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## **4.0 TERMINATION/SUSPENSION OF CONTRACT**

### **4.1 TERMINATION OF CONTRACT FOR CAUSE**

Either Fulton County or The Chattahoochee Nature Center may terminate this Contract in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the Contract. Any party seeking to terminate this Contract is required to give thirty (30) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the Contract. The party receiving such notice under this provision shall have ten (10) days

after receipt of service of the notice to correct the violation or cease the delay to the satisfaction of the aggrieved party. If such arrangements are not made, the Contract shall, upon expiration of said ten (10) days, be suspended or terminated without further notice. Upon such suspension or termination, The Chattahoochee Nature Center will be compensated by Fulton County for expenses deemed by Fulton County to be due and reasonable.

Notice of termination shall be delivered by hand-delivery or certified mail with receipt for delivery returned to the sender.

#### **4.2 TERMINATION FOR CONVENIENCE OF FULTON COUNTY**

Notwithstanding any other provisions, Fulton County may terminate this Contract for its convenience at any time by giving at least thirty (30) days prior notice in writing (hand delivery or certified mail with receipt) to the Chattahoochee Nature Center.

#### **4.3 SUSPENSION**

Fulton County may by written notice to the Chattahoochee Nature Center, suspend the use of Fulton County funds where it is determined that any portion of work or services for which Fulton County funds are utilized does not match the services and work described in Section 1.0 herein, and in Attachment "A". Upon receipt of a suspension notice, the Chattahoochee Nature Center must:

- 1) Immediately take correct measures and provide proof to Fulton County that the activity giving rise to the suspension has ceased or has been corrected;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to the suspended services, other than to the extent required in the notice; and
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**Notice to Resume:** Upon receipt of a notice to resume suspended services, the Chattahoochee Nature Center will immediately resume performance under this Contract as required in the notice.

#### **5.0 RECORDS, REPORTS AND AUDITS**

The Chattahoochee Nature Center shall maintain accounts and records, including personal property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be requested by the County to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to Fulton County or its representative(s) and shall be retained for at least three (3) years after expiration of this Contract or completion of this project unless permission to destroy them is granted by Fulton County. The Chattahoochee Nature Center's records, and accounts shall at all

times meet or exceed the applicable requirements of federal, state and county law, rules and regulations. Further, the Chattahoochee Nature Center shall submit detailed reports on the progress made and services during the course of this project. At a minimum, these reports shall be submitted on a monthly basis.

Said reports shall be submitted to the attention of the Director of the FCDAC. Two copies of the report shall be included in each submission.

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FCDAC shall at all reasonable times have access to the pertinent offices and books and records of the Chattahoochee Nature Center for inspection of the activities performed and expenses incurred under this Contract.

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Further, in the event that the Chattahoochee Nature Center should sell or otherwise dispose of any property acquired with Fulton County funds, the manner of said disposition shall result in Fulton County being reimbursed in an amount of the current fair market value of the property at that time less any portion of the value attributable to expenditures of non-Fulton County funds. In the event that such sale or disposition occurs more than ten (10) years after expiration or termination of this Contract, such reimbursement shall not be required.

## **8.0 COPYRIGHT AND PUBLICITY**

No report, map, or other document produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Chattahoochee Nature Center without the prior written consent of the County. All such reports, maps, or other documents shall become and be deemed the property of the County and title therein shall vest in the County.

Further, any favorable publicity given to this project must identify Fulton County prominently as a sponsoring agency. Specifically, at all places of and in all publications concerning this project, the Chattahoochee Nature Center agrees to display and make known that the project was assisted under the auspices of the County.

## **9.0 ASSIGNMENT OF CONTRACT**

The Chattahoochee Nature Center shall not make any purported assignment of this Contract or any part thereof or delegate the duties herewith without prior written consent of Fulton County.

## **10.0 CONFLICT OF INTEREST**

No member, officer, or employee of the County or its designee or agents, no member of the governing body of Fulton County, and no other official of Fulton County who exercises or has exercised any functions or responsibilities with respect to Fulton County-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 or benefit in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

## **11.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION; CIVIL RIGHTS ACT OF 1964 (AS AMENDED)**

The Chattahoochee Nature Center shall comply with all requirements imposed by or pursuant to Title VI and Title VII of the Civil Rights Act as Amended, Age Discrimination in Employment Act; Rehabilitation Act of 1973, as Amended, section 504; Equal Pay Act; the American with Disabilities Act of 1990, as Amended; Fair Housing Act, as Amended; and any other applicable Acts which prohibit discrimination on the ground of race, color, religion, sex, age, national origin, handicap, disability, or familial status. No person in the United States shall be unlawfully excluded from participation in, be denied the benefit of, or be subjected to discrimination under, this Contract.

## **12.0 HOLD HARMLESS/INDEMNIFICATION**

The Chattahoochee Nature Center hereby warrants, represents, covenants and agrees to indemnify and hold harmless Fulton County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by, or asserted against, such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Chattahoochee Nature Center, its agents, employees, officers and directors. The Chattahoochee Nature Center does further hereby agree to release, indemnify, defend and hold harmless Fulton County, its commissioners, officers, and employees, from any injury (including death resulting therefrom), loss, claim or damage sustained by the Chattahoochee Nature Center's agents and employees, without regard to negligence. The language of this indemnification clause shall survive the termination of this Contract.

## **13.0 VARIATIONS OR MODIFICATIONS TO CONTRACT**

This Contract constitutes the entire arrangement between Fulton County and the Chattahoochee Nature Center, and there are no further written or oral agreements with respect thereto. No variation or modification of this Contract and no waiver of its provisions shall be valid unless in writing and signed by Fulton County and the Chattahoochee Nature Center's duly authorized representatives.

Further, in the event of any material change or modification in the Chattahoochee Nature Center's Contract or agreement with any other funding source during the course of this Contract, the Chattahoochee Nature Center shall immediately notify FCDAC of such change. In such event, Fulton County shall have the right to terminate its obligations under this Contract, discontinue future funding hereunder, and demand the refund or return of funds previously paid to or on behalf of the Chattahoochee Nature Center.

#### **14.0 NO THIRD-PARTY BENEFICIARY**

This Contract is not intended to, and shall not be considered to, give any third-party any interest or right with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided in this Contract. The relationship described in this Contract is intended solely for the mutual benefit of the parties, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the Chattahoochee Nature Center and Fulton County. **15.0 NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to Fulton County, shall be addressed as follows:

Director, Department of Arts and Culture  
141 Pryor Street SW, Suite 2030  
Atlanta, Georgia 30303  
404-612-5780

Copy to: Office of the County Attorney  
141 Pryor Street, S.W. Suite 4038  
Atlanta, Georgia 30303

Notices to the Chattahoochee Nature Center shall be addressed as follows:

The Chattahoochee Nature Center, Inc.  
9135 Willeo Road  
Roswell, Georgia 30075  
770-992-2055  
Attention: Natasha Rice, President and CEO

#### **16.0 GOVERNING LAW**

This Contract will be executed and implemented in Fulton County. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton County Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and

void insofar as it is in conflict with said laws, but the remainder of this Contract shall be in full force and effect.

#### **17.0 INSURANCE**

The Chattahoochee Nature Center further agrees to maintain for the life of this Contract such insurance as shall fully protect the County. Such requirements are attached hereto and made a part hereof as Attachment "B."

**[SIGNATURES ON THE FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, each party attest that the individual(s) executing the Contract in its behalf has both express and apparent authority to bind the respective entity to the terms and conditions of the Contract and has hereto caused the Contract to be executed and delivered on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**For Chattahoochee Nature Center, Inc.** Attest:

\_\_\_\_\_  
 Clarence Jackson, Chair  
 Chattahoochee Nature Center, Inc.  
 Board of Trustees

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 Name (Typed or Printed)

\_\_\_\_\_  
 Title

(Seal)

**For Fulton County, Georgia**

Attest:

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

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

(Seal)

Approved as to Content:

Approved as to Form:

\_\_\_\_\_  
 David Manuel, Director  
 Department of Arts and Culture

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

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

## ATTACHMENT “A”

### SCOPE OF WORK

#### THE CHATTAHOOCHEE NATURE CENTER, INC.

In consideration of the not to exceed amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) allocated to the Chattahoochee Nature Center, the Chattahoochee Nature Center agrees to provide scheduled arts programming, exhibitions, and arts educational services for the benefit of Fulton County citizens and visitors. The Chattahoochee Nature Center also agrees to provide the following program administration and evaluation information **by uploading the required documentation into the awards management portal by logging into the established account at [fulton.dullestech.net](http://fulton.dullestech.net)**:

#### A. Program Administration and Evaluation

1. The Chattahoochee Nature Center agrees to provide environmental promotion and protection services to Fulton County residents on a scheduled basis during regular hours for the benefit of the general public.
2. As a minimum agreement for supervision of the facility, the Chattahoochee Nature Center agrees to direct day-to-day supervision of the management of the Chattahoochee Nature Center and will operate at least 20 hours per week through the term of the Center, with a responsible person to be located on site during operational hours.
3. The Chattahoochee Nature Center agrees to maintain its status as a non-profit organization and, with its revenue, continue to promote education, conservation, and environmental stewardship for the benefit of the public.
4. The Chattahoochee Nature Center agrees to provide FCDAC with:
  - A. Copy of the Chattahoochee Nature Center’s 2026 Work Plan, including program service goals and objectives;
  - B. Schedule of 2026 programs and special events and projected participation;
  - C. A copy of the 2025 year-end financial statement;
  - D. A copy of Certificate of Insurance, as described in “Attachment B;” and
  - E. A copy of the Chattahoochee Nature Center’s Certification of non-profit 501(c)(3) status.
  - F. A copy of the most recent Board Meeting Minutes and a list of all active Board Members, indicating the registered agent to sign contracts.
5. By the tenth (10<sup>th</sup>) day of each month during the term of this Contract, the Chattahoochee Nature Center agrees to provide FCDAC with:
  - A. A monthly attendance report for each program/event held regarding environmental promotion and protection, beginning upon execution through December 31, 2026; and
  - B. The number of active volunteers and the number of volunteer hours donated for environmental promotion and protection activities for the previous month, beginning upon execution through December 31, 2026.
6. Contract funding will be paid out in one disbursement.

**ATTACHMENT “B”**

**INSURANCE AND LIABILITY**

The Chattahoochee Nature Center shall maintain for the life of the Contract such insurance as shall fully protect Fulton County and any subcontractors performing work covered by this Contract from any and all claims, including bodily injury, property damage or personal injury that may arise or result from the Chattahoochee Nature Center under this Contract.

At a minimum, the above-described insurance must include the following elements and limits of coverage.

**Comprehensive General Liability**

- |   |           |
|---|-----------|
| 1. Bodily Injury (each occurrence and annual aggregate)   | \$500,000 |
| 2. Property damage (each occurrence and annual aggregate) | \$500,000 |
| 3. Personal injury (each occurrence and annual aggregate) | \$500,000 |

**Automobile Liability**

- |                                      |           |
|--------------------------------------|-----------|
| 1. Bodily injury (each occurrence)   | \$500,000 |
| 2. Property damage (each occurrence) | \$100,000 |





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 26-0164

**Meeting Date:** 3/18/2026

### Department

Arts and Culture

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

Request approval of a contract between Fulton County, Georgia and Hammonds House, Inc., a Georgia non-profit corporation for the purpose of providing recurring funding in the amount of \$200,000.00 for the operation and management of the current arts and culture programs based at 503 Peoples St. SW, Atlanta GA 30310, and expanded operational programming. The term of this contract is effective upon execution through December 31, 2026.

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

Pursuant to Fulton County Code Section 1-117, O.C.G.A. § 36-1-19.1, and O.C.G.A. § 36-10-1, the Board of Commissioners has exclusive jurisdiction over its affairs and may make charitable contributions in the form of contracts for services, with such contracts to be in writing and spread on the minutes.

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

Arts and Libraries

### Commission Districts Affected

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

### Is this a purchasing item?

No

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

**Scope of Work:** The Department of Arts and Culture recommends the approval of a contract with Hammonds House, Inc., a Georgia non-profit organization that maintains and preserves a County-owned permanent arts collection and facility while providing arts programming for the benefit of Fulton County citizens

and visitors. Scheduled arts programming, exhibitions, and arts educational services will be conducted targeting service delivery to promote awareness and appreciation of the arts. Hammonds House staff will develop arts programs and arts education activities.

**Community Impact:** Arts programming, exhibitions, and arts educational services are provided on a scheduled basis for the benefit of Fulton County citizens and visitors.

**Department Recommendation:** The Department recommends approval of this contract between Fulton County and Hammonds House in the amount of \$200,000 for arts programming and arts educational services upon execution through December 31, 2026.

**Project Implications:** Ensure arts programming and arts educational services throughout Fulton County.

**Community Issues/Concerns:** No issues/concerns have been raised by constituents or clients concerning the agenda item.

**Department Issues/Concerns:** No department concerns have been identified.

## **Fiscal Impact / Funding Source**

### **Funding Line 1:**

100-181-1819-1160: General Fund, Arts and Culture, Hammond's House - \$200,000

**STATE OF GEORGIA  
COUNTY OF FULTON**

**CONTRACT**

**BETWEEN FULTON COUNTY,**

**GEORGIA AND**

**HAMMONDS HOUSE MUSEUM, INC.**

**THIS CONTRACT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, between FULTON COUNTY, a political subdivision of the state of Georgia (hereinafter referred to as the “County”), and HAMMONDS HOUSE MUSEUM, INC., located at 503 Peoples Street, SW Atlanta, Georgia 30310 (hereinafter referred to as “HHM”).

**WITNESSETH THAT:**

**WHEREAS**, Fulton County, through its Fulton County Department of Arts and Culture (“FCDAC”) has determined a need for arts and related services in Fulton County; and

**WHEREAS**, Fulton County, through its FCDAC, has determined that these services can best be performed by a non-profit, tax exempt 501(c)(3) entity under a contract (“Contract”); and

**WHEREAS**, HHM, formerly known as Hammonds House Galleries, was established as a 501(c)(3) not for profit corporation in 1988 and indicates that it can provide the arts and related services being funded under this Contract; and

**WHEREAS**, the Board of Commissioners, through the approval of the County’s budget for 2026 authorized and designated **\$200,000.00** to the HHM to provide arts and related services for the citizens of Fulton County; and

**WHEREAS**, HHM guarantees, by and through this contract, that the funds expended under this Contract will be expended for arts and cultural program delivery purposes consistent with the HHM's non-profit status, deriving no profit to the organization and that the activities funded are consistent with the Contract provisions outlined in Section 1.0 and Attachment “A” hereunder and shall take place within Fulton County, Georgia.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

## **1.0 STATEMENT OF WORK**

The County shall provide financial assistance in the not to exceed amount of **\$200,000.00** to HHM for the operation and management of the current arts and culture programs based at 503 Peoples Street, SW Atlanta, Georgia 30310. HHM will perform the services in accordance with Attachment “A” of this Contract, “Scope of Work”, attached hereto and made a part hereof.

## **2.0 COMPENSATION FOR SERVICES AND WORK**

Funding for the services and work described in Section 1.0 herein, and in Attachment “A” shall be as follows: The total amount payable to HHM per the terms and execution of this Contract is not to exceed Two Hundred Thousand Dollars (**\$200,000.00**).

Such payments shall be made upon execution of this Contract in one lump sum.

HHM shall submit all necessary documentation to FCDAC as required in Attachment “A,” Scope of Work. This documentation shall be submitted to the Division Manager-Arts & Culture within FCDAC through the WebGrants awards portal. Two copies of the documentation shall be included with the submission, one copy of which shall be accompanied by documentation supporting the services performed for the monies expended.

## **3.0 TERM OF CONTRACT**

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of this Contract shall be upon execution through December 31, 2026, unless otherwise extended in writing or terminated by the County. However, unless good cause is shown, should HHM not have displayed significant action toward this Contract and its Scope of Work prior to the sixth (6th) month anniversary of the signing of this Contract, then said Contract shall be deemed void and any and all funds not expended or obligated toward said Contract shall be immediately returned to the County.

HHM further agrees to maintain for the life of this Contract such insurance as shall fully protect the County. Such requirements are attached hereto and made a part hereof as Attachment “B.”

## **4.0 TERMINATION/SUSPENSION OF CONTRACT**

### **4.1 TERMINATION OF CONTRACT FOR CAUSE**

Either the County or HHM may terminate this Contract in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the Contract. Any party seeking to terminate this Contract is required to give thirty (30) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the Contract. The party receiving such notice under this provision shall have ten (10) days after receipt of service of the notice to correct the violation or cease the delay to the satisfaction of the aggrieved party. If such arrangements are not made, the Contract shall, upon expiration of said ten (10) days, be suspended or terminated without further notice. Upon such suspension or termination, HHM will

be compensated by the County for expenses deemed by the County to be due and reasonable.

Notice of termination shall be delivered by hand delivery or certified mail with receipt for delivery returned to the sender.

#### **4.2 TERMINATION FOR CONVENIENCE OF THE COUNTY**

Notwithstanding any other provisions, the County may terminate this Contract for its convenience at any time by giving at least thirty (30) days prior notice in writing (hand delivery or certified mail with receipt) to HHM.

#### **4.3 SUSPENSION**

The County may by written notice to HHM, suspend the use of County funds where it is determined that any portion of work or services for which County funds are utilized does not match the services and work described in Section 1.0 herein, and in Attachment "A". Upon receipt of a suspension notice, HHM must:

- 1) Immediately take correct measures and provide proof to the County that the activity giving rise to the suspension has ceased or has been corrected;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to the suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of a notice to resume suspended services, the Subrecipient will immediately resume performance under this Contract as required in the notice.

#### **5.0 RECORDS, REPORTS AND AUDITS**

HHM shall maintain accounts and records, including personal property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be requested by the County to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to the County or its representative(s), and shall be retained for at least three (3) years after expiration of this Contract or completion of the program unless permission to destroy them is granted by the County. HHM's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County laws, rules and regulations. Further, HHM shall submit detailed reports on the progress made and services provided during the course of this program. At a minimum, these reports shall be submitted on a monthly basis.

Said reports shall be submitted to the attention of the Director of FCDAC. Two copies of the report shall be included in each submission.

## **5.1 INSPECTION OF FILES AND RECORDS**

FCDAC shall at all reasonable times have access to the pertinent offices and books and records of HHM for inspection of the activities performed and expenses incurred under this Contract.

## **6.0 REVERSION OF ASSETS & EQUIPMENT**

Upon expiration or termination of this Contract, HHM shall transfer to the County any County funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of County funds.

Further, in the event that HHM should sell or otherwise dispose of any property acquired with Fulton County funds, the manner of said disposition shall result in the County being reimbursed in an amount of the current fair market value of the property at that time less any portion of the value attributable to expenditures of non-Fulton County funds. In the event that such sale or disposition occurs more than ten (10) years after expiration or termination of this Contract, such reimbursement shall not be required.

## **7.0 COPYRIGHT AND PUBLICITY**

No report or other document produced in whole or in part under this Contract shall be the subject of an application for copyright or considered to be trade secret by or on behalf of HHM without the prior written consent of the County. All such reports or other documents shall become and be deemed the property of the County and title therein shall vest in the County. The document shall also be subject to the Georgia Open Records Act, unless exempt.

Further, any favorable publicity given to the services provided in Attachment "A" must identify Fulton County prominently as a sponsoring agency. Specifically, at all places of, and in all publications concerning the services funded under this Contract, HHM agrees to display and make known that the services were assisted under the auspices of Fulton County.

## **8.0 ASSIGNMENT OF CONTRACT**

HHM shall not make any purported assignment of this Contract, any part thereof, or the funds, or delegate the duties herewith without prior written consent of the County.

## **9.0 CONFLICT OF INTEREST**

No member, officer, or employee of the County or its designee or agents, no member of the governing body of the County, and no other official of the County who exercises or has exercised any functions or responsibilities with respect to the County-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 or benefit in any contract, subcontract with respect thereto, or the proceeds thereunder, either for themselves

or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

## **10.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION**

### **10.1 CIVIL RIGHTS ACT OF 1964 (AS AMENDED)**

HHM shall comply with all requirements imposed by or pursuant to Title VI and Title VII of the Civil Rights Act, as Amended, Age Discrimination in Employment Act; Rehabilitation Act of 1973, as Amended, section 504; Equal Pay Act; The American with Disabilities Act of 1990, as Amended; Fair Housing Act, as Amended; and any other applicable Acts which prohibit/discriminate on the ground of race, color, religion, sex, age, national origin, handicap, disability, or familial status. No person in the United States shall be unlawfully excluded from participation in, be denied the benefit of, or be subjected to discrimination under this Contract.

### **11.0 HOLD HARMLESS/ INDEMNIFICATION**

HHM hereby warrants, represents, covenants and agrees to indemnify and save and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by, or asserted against, such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of HHM, its agents, employees, officers and directors. HHM does further hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting therefrom), loss, claim or damage sustained by HHM's agents and employees, without regard to negligence. The language of this indemnification clause shall survive the termination of this Contract.

### **12.0 VARIATIONS OR MODIFICATIONS TO CONTRACT**

This Contract constitutes the entire arrangement between the County and HHM, and there are no further written or oral contracts with respect thereto. No variation or modification of this Contract and no waiver of its provisions shall be valid unless in writing, approved by the Board of Commissioners, and signed by the County and HHM's duly authorized representatives.

In the event of any material change or modification in HHM's Contract or any contract with any other funding source during the course of this Contract, HHM shall immediately notify the FCDAC of such change. Nothing herein shall preclude HHM to pursue contract extensions with the County for subsequent years, with the approval of additional funding by the Board of Commissioners.

### **13.0 NO THIRD-PARTY BENEFICIARY**

This Contract is not intended to, and shall not be considered to, give any third-party any interest or right with respect to or in connection with any agreement or provision contained

herein or contemplated hereby, except as otherwise expressly provided in this Contract. The relationship described in this Contract is intended solely for the mutual benefit of the parties, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than HHM and the County.

#### **14.0 GOVERNING LAW**

This Contract will be executed and implemented in Fulton County. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton County Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Contract shall be in full force and effect.

#### **15.0 NOTICES**

For purposes of this Contract, 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 Arts and Culture  
141 Pryor Street, Suite 2030  
Atlanta, Georgia 30303

**Copy to:**

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

**To Hammonds House Museum, Inc.:**

503 Peeples Street, SW  
Atlanta, GA 30310

**[SIGNATURES ON THE FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, each party attest that the individual(s) executing the Contract in its behalf has both express and apparent authority to bind the respective entity to the terms and conditions of the Contract and has hereto caused the Contract to be executed and delivered on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**Hammonds House Museum, Inc.**

Attest:

\_\_\_\_\_  
 Imara Canady, Board Chairman  
 Hammonds House Museum, Inc.

\_\_\_\_\_  
 (Signature)

Donna Watts-Nunn  
 Name (Typed or Printed)

Managing Director  
 Title

(Seal)

**Fulton County**

Attest:

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

\_\_\_\_\_  
 Tonya R. Grier,  
 Clerk to the Commission (Seal)

Approved as to Content:

Approved as to Form:

\_\_\_\_\_  
 David Manuel, Director  
 Attorney Department of Arts & Culture

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

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

## ATTACHMENT “A”

### SCOPE OF WORK HAMMONDS HOUSE MUSEUM, INC.

In consideration of the not to exceed amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) allocated to HHM, HHM agrees to provide scheduled arts programming, exhibitions, and arts educational services for the benefit of Fulton County citizens and visitors. HHM also agrees to provide the following program administration and evaluation information **by uploading the required documentation into the awards management portal by logging into the established account at fulton.dullestech.net:**

#### A. Program Administration and Evaluation

1. HHM agrees to provide arts and cultural services on a scheduled basis during regular hours for the benefit of the general public.
2. HHM agrees to direct day-to-day supervision of the management of HAMMONDS HOUSE MUSEUM and will operate at least 30 hours per week, with a responsible person to be located on site during operational hours.
3. HHM agrees to maintain its status as a non-profit organization and, with its revenue, continue to promote arts education, cultural education and activities and community arts outreach for the benefit of the public.
4. HHM agrees to provide FCDAC with:
  - A. Copy of HHM’s 2026 Work Plan, including program service goals and objectives;
  - B. Schedule of 2026 programs and special events and the numbers of expected participants;
  - C. Copy of Year End Financial Statement for 2024 or 2025;
  - D. Copy of Certificate of Insurance, as described in “Attachment B”; and
  - E. Copy certifying HHM 501(c) (3) status.
  - F. Copy of the most recent Board Meeting Minutes and a list of all active Board Members, indicating the registered agent to sign contracts.
5. By the tenth (10<sup>th</sup>) day of each month during the term of this Contract, HHM agrees to provide FCDAC with:
  - A. Monthly attendance report for each arts and culture program or event held beginning January 1 through December 31, 2026; and
  - B. Number of arts instructors, program volunteers and number of volunteer hours donated for arts and cultural programs and activities for the prior month and deliverable on a rolling basis. January through December 2026 reports are due the following month by the tenth (10<sup>th</sup>) business day
  - C. A final report will be due 30 days after the conclusion of the awards cycle (January 31, 2026)

## **B. Recognition of Support Requirements**

### **1. Logo and Credit Requirements**

HHM will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described above.

### **2. Logo and Credit Line Usage**

HHM must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- I. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- II. Adhere to the "Fulton County Logo 2026, Usage Guidelines."
- III. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- IV. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- V. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

"Major funding for this organization is provided by the Fulton County Board of Commissioners."

HHM agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **C. Fulton County Support Recognition**

HHM agrees to recognize the support of the County through the FCDAC Contracts for Services Program by complying with the following requirements:

When HHM lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, HHM agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.

HHM agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.

When the County is the single largest supporter of HHM's programs, HHM agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.

HHM agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.

HHM agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

#### **D. Verbal Acknowledgment**

HHM agrees to give verbal acknowledgment to Fulton County by using the credit line listed in above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services.

#### **E. Recognition Requirements for Partners Receiving \$50,000 or More**

In addition to the logo and credit requirements as described above, when HHM receives an award greater than \$50,000, HHM is required to:

Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.

In consultation with the FCDAC Director and staff, HHM must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCDAC representatives is required.

Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract.

**F. Evidence of Recognition**

HHM will be required to provide evidence of compliance with the requirements herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCDAC, and HHM may not receive funding in the next three (3) FCDAC Contracts for Services contract cycles.

**G. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined above shall be sent to FCDAC Director, FCDAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCDAC Director, FCDAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC’s main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCDAC during the contract period.

**H. Contract funding will be paid out in one disbursement.**

**ATTACHMENT “B”**

**INSURANCE AND LIABILITY**

HHM shall maintain for the life of the Contract such insurance as shall fully protect Fulton County and any subcontractors performing work covered by this Contract from any and all claims, including bodily injury, property damage or personal injury that may arise or result from HHM, Inc. under this Contract.

At a minimum, the above-described insurance must include the following elements and limits of coverage:

**Comprehensive General Liability**

- |    |  |           |
|----|--|-----------|
| 1. | Bodily Injury (each occurrence and annual aggregate)   | \$500,000 |
| 2. | Property damage (each occurrence and annual aggregate) | \$500,000 |
| 3. | Personal injury (each occurrence and annual aggregate) | \$500,000 |

**Automobile Liability**

- |    |                                   |           |
|----|-----------------------------------|-----------|
| 1. | Bodily injury (each occurrence)   | \$500,000 |
| 2. | Property damage (each occurrence) | \$100,000 |





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 26-0165

Meeting Date: 3/18/2026

### Department

Arts and Culture

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

Request approval of a contract between Fulton County, Georgia and The National Black Arts Festival, Inc., a Georgia non-profit corporation, for the purpose of providing funding in the amount of \$200,000.00 to provide expanded operational resources as well as educational and arts-related services to the citizens of Fulton County. The term of the contract is effective upon execution through December 31, 2026.

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

Pursuant to Fulton County Code Section 1-117, O.C.G.A. § 36-1-19.1, and O.C.G.A. § 36-10-1, the Board of Commissioners has exclusive jurisdiction over its affairs and may make charitable contributions in the form of contracts for services, with such contracts to be in writing and spread on the minutes.

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

Arts and Libraries

### Commission Districts Affected

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

### Is this a purchasing item?

No

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

**Scope of Work:** The Department of Arts & Culture recommends the approval of this contract with the National Black Arts Festival, Inc. a Georgia non-profit organization that provides arts programming for the benefit of Fulton County citizens and visitors. Scheduled arts programming and arts educational services will

be conducted targeting service delivery designed to promote awareness and appreciation of the arts. The National Black Arts Festival's staff will develop arts programs and arts education activities.

**Community Impact:** Artistic services are provided on a scheduled basis for the benefit of Fulton County citizens and visitors.

**Department Recommendation:** Approval of the contract between Fulton County and the National Black Arts Festival in the amount of \$200,000 for arts programs and arts education services upon execution through December 31, 2026.

**Project Implications:** Ensure community education and participation in artistic matters throughout Fulton County.

**Community Issues/Concerns:** No issues/concerns have been raised by constituents or clients concerning this agenda item.

**Department Issues/Concerns:** No department concerns have been identified.

## **Fiscal Impact / Funding Source**

### **Funding Line 1:**

100-181-1810-4104: General Fund, Arts and Culture, The National Black Arts Festival - \$200,000

**STATE OF GEORGIA  
COUNTY OF FULTON**

**CONTRACT**

**BETWEEN FULTON COUNTY, GEORGIA AND  
NATIONAL BLACK ARTS FESTIVAL, INC.**

**THIS CONTRACT**, entered into this \_\_\_\_day of \_\_\_\_\_, 2026, between FULTON COUNTY, a political subdivision of the state of Georgia (hereinafter referred to as “Fulton County” or the “County”), and NATIONAL BLACK ARTS FESTIVAL, INC. located at 1429 Fairmont Ave., NW, Suite J, Atlanta, Georgia 30318 (hereinafter referred to as “NBAF”).

**WITNESSETH THAT:**

**WHEREAS**, Fulton County, through its Fulton County Department of Arts & Culture (“FCDAC”) has determined a need for arts and related services in Fulton County; and

**WHEREAS**, Fulton County, through its FCDAC, has determined that these services can best be performed by a non-profit, tax exempt 501(c)(3) entity under a contract (“Contract”); and

**WHEREAS**, NBAF is a non-profit, tax exempt 501(c)(3) organization that has a mission to connect people, the arts, and related services being funded under this Contract; and

**WHEREAS**, the Board of Commissioners, through the approval of Fulton County’s budget for 2026, authorized and designated **\$200,000.00** to the NBAF to provide arts and related services for the citizens of Fulton County; and

**WHEREAS**, NBAF shall expend the funds under this Contract for arts programming and arts educational services consistent with its mission and non-profit status only, deriving no profit to the organization and on activities consistent with the Contract provisions outlined in Section 1.0 and Attachment “A” hereunder and such activities shall take place within Fulton County; and

**WHEREAS**, Fulton County is authorized to enter into this Contract with TAC pursuant to O.C.G.A. § 36-1-19.1.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

## **1.0 STATEMENT OF WORK**

Fulton County shall provide financial assistance in an amount not to exceed **\$200,000.00** to NBAF to provide expanded operational resources to promote awareness and appreciation of the arts through programs and related activities in Fulton County.

## **2.0 COMPENSATION FOR SERVICES AND WORK**

Funding for the services and work described in Section 1.0 herein, and in Attachment “A” shall be as follows: The total amount payable to NBAF per the terms and execution of this Contract is not to exceed Two Hundred Thousand Dollars (**\$200,000.00**).

Such payments shall be made upon execution of this Contract in one lump sum.

NBAF shall submit all necessary documentation to FCDAC as required in Attachment “A,” Scope of Work. This documentation shall be submitted to the Division Manager-Arts & Culture within FCDAC through the WebGrants awards portal. Two copies of the documentation shall be included with the submission, one copy of which shall be accompanied by documentation supporting the services performed for the monies expended.

## **3.0 TERM OF CONTRACT**

Unless terminated by mutual Contract, or in accordance with other terms and provisions contained herein, the term of this Contract shall be upon execution through December 31, 2026, unless otherwise extended in writing or terminated by Fulton County. However, unless good cause is shown, should NBAF not have displayed significant action toward this Contract and its Scope of Work prior to the sixth (6th) month anniversary of the signing of this Contract, then said Contract shall be deemed void and any and all funds not expended or obligated toward said Contract shall be immediately returned to Fulton County.

## **4.0 TERMINATION/SUSPENSION OF CONTRACT**

### **4.1 TERMINATION OF CONTRACT FOR CAUSE**

Either Fulton County or NBAF may terminate this Contract in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the Contract. Any party seeking to terminate this Contract is required to give thirty (30) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the Contract. The party receiving such notice under this provision shall have ten (10) days after receipt of service of the notice to correct the violation or cease the delay to the satisfaction of the aggrieved party. If such arrangements are not made, the Contract shall, upon expiration of said ten (10) days, be suspended or terminated without further notice. Upon such suspension or termination, NBAF will be compensated by Fulton County for expenses deemed by Fulton County to be due and reasonable. Notice

of termination shall be delivered by hand-delivery or certified mail with receipt for delivery returned to the sender.

#### **4.2 TERMINATION FOR CONVENIENCE OF THE COUNTY**

Notwithstanding any other provisions, Fulton County may terminate this Contract for its convenience at any time by giving at least thirty (30) days prior notice in writing (hand delivery or certified mail with receipt) to NBAF.

#### **4.3 SUSPENSION**

Fulton County may by written notice to NBAF, suspend the use of Fulton County funds where it is determined that any portion of work or services for which Fulton County funds are utilized does not match the services and work described in Section 1.0 herein, and in Attachment “A”. Upon receipt of a suspension notice, NBAF must:

- 1) Immediately take corrective measures and provide proof to Fulton County that the activity giving rise to the suspension has ceased or has been corrected;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to the suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of a notice to resume suspended services, NBAF will immediately resume performance under this Contract as required in the notice.

#### **5.0 RECORDS, REPORTS AND AUDITS**

NBAF shall maintain accounts and records, including personal property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be requested by Fulton County to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to Fulton County or its representative(s), and shall be retained for at least three (3) years after expiration of this Contract or completion of the program unless permission to destroy them is granted by Fulton County. NBAF’s records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and Fulton County laws, rules and regulations. Further, NBAF shall submit detailed reports on the progress made and services provided during the course of this program. At a minimum, these reports shall be submitted on a monthly basis.

Said reports shall be submitted to the attention of the Director of FCDAC. Two copies of the report shall be included in each submission.

## **6.0 INSPECTION OF FILES AND RECORDS**

FCDAC shall at all reasonable times have access to the pertinent offices and books and records of NBAF for inspection of the activities performed and expenses incurred under this Contract.

## **7.0 REVERSION OF ASSETS & EQUIPMENT**

Upon expiration or termination of this Contract, NBAF shall transfer to the County any County funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of County funds.

Further, in the event that NBAF should sell or otherwise dispose of any property acquired with Fulton County funds, the manner of said disposition shall result in the County being reimbursed in an amount of the current fair market value of the property at that time less any portion of the value attributable to expenditures of non-Fulton County funds. In the event that such sale or disposition occurs more than ten (10) years after expiration or termination of this Contract, such reimbursement shall not be required.

## **8.0 COPYRIGHT AND PUBLICITY**

No report or other document produced in whole or in part under this Contract shall be the subject of an application for copyright or considered to be trade secret by or on behalf of NBAF without the prior written consent of the County. All such reports or other documents shall become and be deemed the property of the County and title therein shall vest in the County. The document shall also be subject to the Georgia Open Records Act, unless exempt.

Further, any favorable publicity given to the services provided in Attachment A must identify Fulton County prominently as a sponsoring agency. Specifically, at all places of, and in all publications concerning the services funded under this Contract, NBAF agrees to display and make known that the services were assisted under the auspices of Fulton County.

## **9.0 ASSIGNMENT OF CONTRACT**

NBAF shall not make any purported assignment of this Contract, any part thereof, or the funds, or delegate the duties herewith without prior written consent of the County.

## **10.0 CONFLICT OF INTEREST**

No member, officer, or employee of the County or its designee or agents, no member of the governing body of the County, and no other official of the County who exercises or has exercised any functions or responsibilities with respect to the County-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 or benefit in any contract, subcontract with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

Legacy Partner Award – FY26 – National Black Arts Festival – Agenda Item 00-0000, Approved Month 00 2026

## **11.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION**

### **11.1 CIVIL RIGHTS ACT OF 1964 (AS AMENDED)**

NBAF shall comply with all requirements imposed by or pursuant to Title VI and Title VII of the Civil Rights Act, as Amended, Age Discrimination in Employment Act; Rehabilitation Act of 1973, as Amended, section 504; Equal Pay Act; The American with Disabilities Act of 1990, as Amended; Fair Housing Act, as Amended; and any other applicable Acts which prohibit/discriminate on the ground of race, color, religion, sex, age, national origin, handicap, disability, or familial status. No person in the United States shall be unlawfully excluded from participation in, be denied the benefit of, or be subjected to, discrimination under this Contract.

## **12.0 HOLD HARMLESS/ INDEMNIFICATION**

NBAF hereby warrants, represents, covenants and agrees to indemnify and save and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by, or asserted against, such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of NBAF, its agents, employees, officers and directors. NBAF does further hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting therefrom), loss, claim or damage sustained by NBAF's agents and employees, without regard to negligence. The language of this indemnification clause shall survive the termination of this Contract.

## **13.0 VARIATIONS OR MODIFICATIONS TO CONTRACT**

This Contract constitutes the entire arrangement between the County and NBAF, and there are no further written or oral contracts with respect thereto. No variation or modification of this Contract and no waiver of its provisions shall be valid unless in writing, approved by the Board of Commissioners, and signed by County and NBAF's duly authorized representatives.

In the event of any material change or modification in NBAF's Contract or any contract with any other funding source during the course of this Contract, NBAF shall immediately notify FCDAC of such change. Nothing herein shall preclude NBAF to pursue contract extensions with the County for subsequent years, with the approval of additional funding by the Board of Commissioners.

## **14.0 NO THIRD-PARTY BENEFICIARY**

This Contract is not intended to, and shall not be considered to, give any third-party any interest or right with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided in this Contract. The relationship described in this Contract is intended solely for the mutual benefit of the parties, and there is no

Legacy Partner Award – FY26 – National Black Arts Festival – Agenda Item 00-0000, Approved Month 00 2026

intention, express or otherwise, to create any rights or interests for any party or person other than NBAF and the County.

## **15.0 NOTICES**

For purposes of this Contract, 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 Arts and Culture  
141 Pryor Street, Suite 2030  
Atlanta, Georgia 30303

### **Copy to:**

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

### **To National Black Arts Festival, Inc.:**

1429 Fairmont Ave., NW, Suite J  
Atlanta, GA 30318

## **16.0 GOVERNING LAW**

This Contract will be executed and implemented in Fulton County. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton County Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Contract shall be in full force and effect.

## **17.0 INSURANCE**

NBAF further agrees to maintain for the life of this Contract such insurance as shall fully protect the County. Such requirements are attached hereto and made a part hereof as Attachment "B."

**[SIGNATURES ON THE FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, each party attest that the individual(s) executing the Contract in its behalf has both express and apparent authority to bind the respective entity to the terms and conditions of the Contract and has hereto caused the Contract to be executed and delivered on this, the \_\_\_\_ day of \_\_\_\_\_, 2026.

**National Black Arts Festival**

Attest:

\_\_\_\_\_  
Tracey Lloyd, Board Chair  
National Black Arts Festival

\_\_\_\_\_  
(Signature)

Stephanie Owens

Name

Executive Director

Title

(Seal)

**Fulton County**

Attest:

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

\_\_\_\_\_  
Tonya R. Grier,  
Clerk to the Commission(Seal)

Approved as to Content:

Approved as to Form:

\_\_\_\_\_  
David Manuel, Director  
Department of Arts & Culture

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

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

Legacy Partner Award – FY26 – National Black Arts Festival – Agenda Item 00-0000, Approved Month 00 2026

## ATTACHMENT “A”

### SCOPE OF WORK

#### NATIONAL BLACK ARTS FESTIVAL

In consideration of the not to exceed amount of TWO HUNDRED THOUSAND (\$200,000.00) allocated to NBAF, NBAF agrees to perform services and provide the following program administration and evaluation information **by uploading the required documentation into the awards management portal by logging into the established account at fulton.dullestech.net:**

##### A. Program Administration and Evaluation

1. NBAF agrees to provide arts and cultural services on a scheduled basis during regular hours for the benefit of the general public.
2. NBAF agrees to maintain its status as a non-profit organization and, with its revenue, continue to promote arts education, cultural education and activities and community arts outreach for the benefit of the public.
3. NBAF agrees to provide FCDAC with:
  - A. Copy of NBAF’s 2025 Work Plan, including program service goals and objectives;
  - B. Schedule of 2025 programs and special events and the numbers of expected participants;
  - C. Copy of Year End Financial Statement for 2023 or 2024;
  - D. Copy of Certificate of Insurance, as described in “Attachment B”; and
  - E. Copy certifying NBAF501(c) (3) status.
  - F. Copy of the most recent Board Meeting Minutes and a list of all active Board Members, indicating the registered agent to sign contracts.
4. By the tenth (10<sup>th</sup>) day of each month during the term of this Contract, NBAF agrees to provide FCDAC with:
  - A. Monthly attendance report for each FCDAC program or event held beginning January 1 through December 31, 2025; and
  - B. Number of arts instructors, program volunteers and number of volunteer hours donated for arts and cultural programs and activities for the prior month and deliverable on a rolling basis. January through December 2025 reports are due the following month by the tenth (10<sup>th</sup>) business day
  - C. A final report will be due 30 days after the conclusion of the awards cycle (January 31, 2025)

## **B. Recognition of Support Requirements**

### **1. Logo and Credit Requirements**

NBAF will recognize the support of Fulton County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast, and electronic formats for the contracted services.

### **2. Logo and Credit Line Usage**

NBAF must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- I. The Fulton County logo consists of a tree enclosed by a circle, which includes the words “Fulton County” at the bottom. The image cannot be separated, distorted, or altered in any way.
- II. Adhere to the “Fulton County Logo 2025, Usage Guidelines.”
- III. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- IV. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- V. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:  
  
"Major funding for this organization is provided by the Fulton County Board of Commissioners."
- VI. NBAF agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as “Fulton County, Atlanta, Georgia.”

## **C. Fulton County Support Recognition**

NBAF agrees to recognize the support of Fulton County through the FCDAC Contracts for Services Program by complying with the following requirements:

Legacy Partner Award – FY26 – National Black Arts Festival – Agenda Item 00-0000, Approved Month 00 2026

- I. When NBAF lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, NBAF agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- II. NBAF agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- III. When Fulton County is the single largest supporter of NBAF's programs, NBAF agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- IV. NBAF agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- V. NBAF agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

#### **D. Verbal Acknowledgment**

NBAF agrees to give verbal acknowledgment to Fulton County by using the credit line listed above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services.

#### **E. Recognition Requirements for Partners Receiving \$50,000 or More**

In addition to the logo and credit requirements as described above, when the amount received from Fulton County is more than \$50,000, NBAF is required to:

Recognize Fulton County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.

In consultation with the FCDAC Director and staff, NBAF must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period. A minimum of thirty (30) days' notice to secure the participation of FCDAC representatives is required.

Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract.

**F. Evidence of Recognition**

NBAF will be required to provide evidence of compliance with the requirements of Sections B, C, and E above by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described above. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCDAC, and NBAF may not receive funding in the next three (3) FCDAC Contracts for Services contract cycles.

**G. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCDAC Director, FCDAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCDAC Director, FCDAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCDAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to NBAF at the beginning of the contract cycle or any updates distributed by FCDAC during the contract period.

**ATTACHMENT “B”**

**INSURANCE AND LIABILITY**

NBAF shall maintain for the life of the Contract such insurance as shall fully protect Fulton County and any subcontractors performing work covered by this Contract from any and all claims, including bodily injury, property damage or personal injury that may arise or result from NBAF, Inc. under this Contract.

At a minimum, the above-described insurance must include the following elements and limits of coverage.

**Comprehensive General Liability**

1.	Bodily Injury (each occurrence and annual aggregate)	\$500,000
2.	Property damage (each occurrence and annual aggregate)	\$500,000
3.	Personal injury (each occurrence and annual aggregate)	\$500,000

**Automobile Liability**

1.	Bodily injury (each occurrence)	\$500,000
2.	Property damage (each occurrence)	\$100,000





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 26-0166

Meeting Date: 3/18/2026

### Department

Arts and Culture

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

Request approval of a contract between Fulton County, Georgia and The Art Center, Inc., a Georgia non-profit corporation, for the purpose of providing funding in the amount of \$200,000.00 for the operation and management of the current arts and culture programs based at 6290 Abbotts Bridge Road, Johns Creek, Georgia 30097 as well as to provide a Multicultural Performing Arts Center feasibility study and expanded operational programming. The term of the contract is effective upon execution through December 31, 2026.

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

Pursuant to Fulton County Code Section 1-117, O.C.G.A. § 36-1-19.1, and O.C.G.A. § 36-10-1, the Board of Commissioners has exclusive jurisdiction over its affairs and may make charitable contributions in the form of contracts for services, with such contracts to be in writing and spread on the minutes.

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

Arts and Libraries

### Commission Districts Affected

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

### Is this a purchasing item?

No

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

**Scope of Work:** The Department of Arts & Culture recommends the approval of a contract with The Art Center, Inc., a Georgia non-profit corporation, for the purpose of providing funding in the amount of

\$200,000.00 for the operation and management of the current arts and culture programs based at 6290 Abbotts Bridge Road, Johns Creek, Georgia 30097 as well as to provide a Multicultural Performing Arts Center feasibility study and expanded operational programming. Scheduled arts exhibitions and educational services will be conducted targeting service delivery in North Fulton through programs that are designed to promote awareness and appreciation of the arts. The Art Center's staff will develop arts programs and arts education programs.

**Community Impact:** Arts programming provided on a scheduled basis for the benefit of Fulton County citizens and visitors

**Department Recommendation:** Approval of a contract between Fulton County and The Arts Center in the amount of \$200,000 for artistic services upon execution through December 31, 2026.

**Project Implications:** Ensure community education and participation in arts matters throughout Fulton County.

**Community Issues/Concerns:** No issues/concerns have been raised by constituents or clients concerning the agenda item.

**Department Issues/Concerns:** No department concerns have been identified.

## **Fiscal Impact / Funding Source**

### **Funding Line 1:**

100-181-1814-1160: General Fund, Arts and Culture, The Art Center - \$200,000

**STATE OF GEORGIA  
COUNTY OF FULTON**

**CONTRACT**

**BETWEEN FULTON COUNTY, GEORGIA AND**

**THE ART CENTER INC**

**THIS CONTRACT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, between FULTON COUNTY, a political subdivision of the state of Georgia (hereinafter referred to as “Fulton County” or the “County”), and THE ART CENTER INC, f/k/a Johns Creek Art Center, Inc., located at 6290 Abbotts Bridge Road, # 700, Johns Creek, Georgia 30097.

**WITNESSETH THAT:**

**WHEREAS**, the County, through its Department of Arts & Culture (“FCDAC”) has determined a need for arts and related services in North Fulton County; and

**WHEREAS**, the County, through its FCDAC, has determined that these services can best be performed by a non-profit, tax exempt 501(c)(3) entity under a contract (“Contract”); and

**WHEREAS**, The Art Center Inc., f/k/a Johns Creek Arts Center, was established in 1996 as Ocee Community Arts Center, Inc., a 501 (c)(3) not for profit corporation; and

**WHEREAS**, on April 29, 2010, Ocee Community Arts Center, Inc. filed a Certificate of Amendment with the Georgia Secretary of State, changing its name to Johns Creek Arts Center, Inc.; and

**WHEREAS**, on July 1, 2024, Johns Creek Arts Center, Inc. rebranded as The Art Center Inc. and filed a Certificate of Amendment with the Georgia Secretary of State, formally changing its name to The Art Center Inc. (hereinafter referred to as “TAC”); and

**WHEREAS**, the Board of Commissioners, through the approval of the County’s budget for 2026 authorizes and designates **\$200,000.00** for TAC to provide arts and related services for the citizens of Fulton County; and

**WHEREAS**, TAC guarantees, by and through this Contract, that the funds expended under this Contract will be expended for arts and cultural program delivery purposes consistent with the TAC’s non-profit status, deriving no profit to the organization and that the activities funded are consistent with the Contract provisions outlined in Section 1.0 and Attachment “A” hereunder and shall take place within Fulton County, Georgia; and

**WHEREAS**, Fulton County is authorized to enter into this Contract with TAC pursuant

to O.C.G.A. § 36-1-19.1.

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

### **1.0 STATEMENT OF WORK**

The County shall provide financial assistance not to exceed the amount of **\$200,000.00** to TAC for the operation and management of the current arts and culture programs based at 6290 Abbotts Bridge Road, Johns Creek, Georgia 30097 and expanded operational programming to promote awareness and appreciation of the arts. TAC will perform the services in accordance with Attachment “A” of this Contract, "Scope of Work", attached hereto and made a part hereof.

### **2.0 COMPENSATION FOR SERVICES AND WORK**

Funding for the services and work described in Section 1.0 herein, and in Attachment “A” shall be as follows: The total amount payable to TAC per the terms and execution of this Contract is not to exceed Two Hundred Thousand Dollars (**\$200,000.00**).

Such payments shall be made upon execution of this Contract in one lump sum.

TAC shall submit all necessary documentation to FCDAC as required in Attachment “A,” Scope of Work. This documentation shall be submitted to the Division Manager-Arts & Culture within FCDAC through the WebGrants awards portal. Two copies of the documentation shall be included with the submission, one copy of which shall be accompanied by documentation supporting the services performed for the monies expended.

### **3.0 TERM OF CONTRACT**

Unless terminated by mutual Contract, or in accordance with other terms and provisions contained herein, the term of this Contract shall be upon execution through December 31, 2026, unless otherwise extended in writing or terminated by the County. However, unless good cause is shown, should TAC not have displayed significant action toward this Contract and its Scope of Work prior to the sixth (6th) month anniversary of the signing of this Contract, then said Contract shall be deemed void and any and all funds not expended or obligated toward said Contract shall be immediately returned to the County.

TAC further agrees to maintain for the life of this Contract such insurance as shall fully protect the County. Such requirements are attached hereto and made a part hereof as Attachment “B.”

## **4.0 TERMINATION/SUSPENSION OF CONTRACT**

### **4.1 TERMINATION OF CONTRACT FOR CAUSE**

Either the County or TAC may terminate this Contract in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the Contract. Any party seeking to terminate this Contract is required to give thirty (30) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the Contract. The party receiving such notice under this provision shall have ten (10) days after receipt of service of the notice to correct the violation or cease the delay to the satisfaction of the aggrieved party. If such arrangements are not made, the Contract shall, upon expiration of said ten (10) days, be suspended or terminated without further notice. Upon such suspension or termination, TAC will be compensated by the County for expenses deemed by the County to be due and reasonable.

Notice of termination shall be delivered by hand delivery or certified mail with receipt for delivery returned to the sender.

### **4.2 TERMINATION FOR CONVENIENCE OF THE COUNTY**

Notwithstanding any other provisions, the County may terminate this Contract for its convenience at any time by giving at least thirty (30) days prior notice in writing (hand delivery or certified mail with receipt) to TAC.

### **4.3 SUSPENSION**

The County may by written notice to TAC, suspend the use of County funds where it is determined that any portion of work or services for which County funds are utilized does not match the services and work described in Section 1.0 herein, and in Attachment "A". Upon receipt of a suspension notice, TAC must:

- 1) Immediately take correct measures and provide proof to the County that the activity giving rise to the suspension has ceased or has been corrected;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to the suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of a notice to resume suspended services, TAC will immediately resume performance under this Contract as required in the notice.

## **5.0 RECORDS, REPORTS AND AUDITS**

TAC shall maintain accounts and records, including personal property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be requested by the County to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to the County or its representative(s), and shall be retained for at least three (3) years after expiration of this Contract or completion of the program unless permission to destroy them is granted by the County. TAC's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County laws, rules and regulations. Further, TAC shall submit detailed reports on the progress made and services provided during the course of this program. At a minimum, these reports shall be submitted on a monthly basis.

Said reports shall be submitted to the attention of the Director, FCDAC. Two copies of the report shall be included in each submission.

## **6.0 INSPECTION OF FILES AND RECORDS**

FCDAC shall at all reasonable times have access to the pertinent offices and books and records of TAC for inspection of the activities performed and expenses incurred under this Contract.

## **7.0 REVERSION OF ASSETS & EQUIPMENT**

Upon expiration or termination of this Contract, TAC shall transfer to the County any County funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of County funds.

Further, in the event that TAC should sell or otherwise dispose of any property acquired with Fulton County funds, the manner of said disposition shall result in the County being reimbursed in an amount of the current fair market value of the property at that time less any portion of the value attributable to expenditures of non-Fulton County funds. In the event that such sale or disposition occurs more than ten (10) years after expiration or termination of this Contract, such reimbursement shall not be required.

## **8.0 COPYRIGHT AND PUBLICITY**

No report or other document produced in whole or in part under this Contract shall be the subject of an application for copyright or considered to be trade secret by or on behalf of TAC without the prior written consent of the County. All such reports or other documents shall become and be deemed the property of the County and title therein shall vest in the County. The document shall also be subject to the Georgia Open Records Act, unless exempt.

Further, any favorable publicity given to the services provided in Attachment A must identify Fulton County prominently as a sponsoring agency. Specifically, at all places of, and in all publications concerning the services funded under this Contract, TAC agrees to display and make known that the services were assisted under the auspices of Fulton County.

**9.0 ASSIGNMENT OF CONTRACT**

TAC shall not make any purported assignment of this Contract, any part thereof, or the funds, or delegate the duties herewith without prior written consent of the County.

**10.0 CONFLICT OF INTEREST**

No member, officer, or employee of the County or its designee or agents, no member of the governing body of the County, and no other official of the County who exercises or has exercised any functions or responsibilities with respect to the County-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 or benefit in any contract, subcontract with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

**11.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION**

**11.1 CIVIL RIGHTS ACT OF 1964 (AS AMENDED)**

TAC shall comply with all requirements imposed by or pursuant to Title VI and Title VII of the Civil Rights Act, as Amended, Age Discrimination in Employment Act; Rehabilitation Act of 1973, as Amended, section 504; Equal Pay Act; the American with Disabilities Act of 1990, as Amended; Fair Housing Act, as Amended; and any other applicable Acts which prohibit/discriminate on the ground of race, color, religion, sex, age, national origin, handicap, disability, or familial status. No person in the United States shall be unlawfully excluded from participation in, be denied the benefit of, or be subjected to, discrimination under this Contract.

**12.0 HOLD HARMLESS/ INDEMNIFICATION**

TAC hereby warrants, represents, covenants and agrees to indemnify and save and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by, or asserted against, such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of TAC, its agents, employees, officers and directors. TAC does further hereby agree to release, indemnify, defend, and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting therefrom), loss, claim or damage sustained by TAC's agents and employees, without regard to negligence. The language of this indemnification clause shall survive the termination of this Contract.

**13.0 VARIATIONS OR MODIFICATIONS TO CONTRACT**

This Contract constitutes the entire arrangement between the County and TAC, and there are no further written or oral contracts with respect thereto. No variation or modification of this

Contract and no waiver of its provisions shall be valid unless in writing, approved by the Board of Commissioners, and signed by County and TAC's duly authorized representatives.

In the event of any material change or modification in TAC's Contract or any contract with any other funding source during the course of this Contract, TAC shall immediately notify the FCDAC of such change. Nothing herein shall preclude TAC to pursue contract extensions with the County for subsequent years, with the approval of additional funding by the Board of Commissioners.

#### **14.0 NO THIRD-PARTY BENEFICIARY**

This Contract is not intended to, and shall not be considered to, give any third-party any interest or right with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided in this Contract. The relationship described in this Contract is intended solely for the mutual benefit of the parties, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than TAC and the County.

#### **15.0 NOTICES**

For purposes of this Contract, 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 Arts and Culture  
141 Pryor Street, Suite 2030  
Atlanta, Georgia 30303

**Copy to:**

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

**To The Arts Center, Inc.:**

6290 Abbotts Bridge Road, #700  
**Johns Creek, GA 30097**

#### **16.0 GOVERNING LAW**

This Contract will be executed and implemented in Fulton County. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton County Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Contract shall be in full

force and effect.

## **17.0 INSURANCE**

TAC further agrees to maintain for the life of this Contract such insurance as shall fully protect the County. Such requirements are attached hereto and made a part hereof as Attachment “B.”

**[SIGNATURES ON THE FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, each party attests that the individual(s) executing the Contract in its behalf has both express and apparent authority to bind the respective entity to the terms and conditions of the Contract and has hereto caused the Contract to be executed and delivered on this, the \_\_\_\_ day of \_\_\_\_\_, 2026.

**The Art Center Inc.**

Attest:

\_\_\_\_\_  
Nilendra Chanda, Board President  
The Art Center Inc

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Executive Director  
Title

(Seal)

**Fulton County, Georgia**

Attest:

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

\_\_\_\_\_  
Tonya R. Grier,  
Clerk to the Commission (Seal)

Approved as to Content:

Approved as to Form:

\_\_\_\_\_  
David Manuel, Director  
Department of Arts & Culture

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

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

**ATTACHMENT “A”  
SCOPE OF WORK  
THE ART CENTER INC**

In consideration of the not to exceed amount of TWO HUNDRED THOUSAND (\$200,000.00) allocated to The Art Center Inc. (“TAC”), TAC agrees to provide the following program administration and evaluation information **by uploading the required documentation into the awards management portal by logging into the established account at [fulton.dullestech.net](http://fulton.dullestech.net):**

**A. Program Administration and Evaluation**

1. TAC agrees to provide arts and cultural services on a scheduled basis during regular hours for the benefit of the general public.
2. TAC agrees to direct day-to-day supervision of the management of THE ART CENTER, INC. and will operate at least 30 hours per week, with a responsible person to be located on site during operational hours.
3. TAC agrees to maintain its status as a non-profit organization and, with its revenue, continue to promote arts education, cultural education and activities and community arts outreach for the benefit of the public.
4. TAC agrees to provide the FCDAC with:
  - A. Copy of TAC’s 2026 Work Plan, including program service goals and objectives;
  - B. Copy schedule of 2026 programs and special events and the numbers of expected participants;
  - C. Copy of Year End Financial Statement for 2023 & 2024
  - D. Copy of Certificate of Insurance, as described in “Attachment B”; and
  - E. Copy certifying TAC’s 501(c)(3) status.
  - F. Copy of the most recent Board Meeting Minutes and a list of all active Board Members, indicating the registered agent to sign contracts FCDAC’s awards management system.
5. By the tenth (10<sup>th</sup>) day of each month during the term of this Contract, TAC agrees to provide FCDAC with:
  - A. Monthly attendance report for each arts and culture program or event held beginning January 1 through December 31, 2025; and
  - B. Number of arts instructors, program volunteers and number of volunteer hours donated for arts and cultural programs and activities for the prior month and deliverable on a rolling basis. January through December 2025 reports are due the following month by the tenth (10<sup>th</sup>) business day by uploading to FCDAC’s awards management system.

**B. Recognition of Support Requirements**

1. Logo and Credit Requirements

TAC will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described above.

## 2. Logo and Credit Line Usage

TAC must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- I. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- II. Adhere to the "Fulton County Logo 2026, Usage Guidelines."
- III. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- IV. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- V. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

"Major funding for this organization is provided by the Fulton County Board of Commissioners."

TAC agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

### **C. Fulton County Support Recognition**

TAC agrees to recognize the support of the County through the FCDAC Contracts for Services Program by complying with the following requirements:

When TAC lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, TAC agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.

TAC agrees that recognition of Fulton County and the above-mentioned logo and credit

line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.

When the County is the single largest supporter of TAC's programs, TAC agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.

TAC agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.

TAC agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

#### **D. Verbal Acknowledgment**

TAC agrees to give verbal acknowledgment to Fulton County by using the credit line listed in above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services.

#### **E. Recognition Requirements for Partners Receiving \$50,000 or More**

In addition to the logo and credit requirements as described above, when the County provides funds greater than \$50,000, TAC is required to:

Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.

In consultation with the FCDAC Director and staff, TAC must develop and implement a strategy to create a unique recognition event to acknowledge the County's support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period. A minimum of thirty (30) days' notice to secure the participation of FCDAC representatives is required.

Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract.

#### **F. Evidence of Recognition**

TAC will be required to provide evidence of compliance with the requirements above by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described above. Failure to comply with these requirements may result in forfeiture of the balance of the total

amount of the Contract for Services at the point that non-compliance is identified by the staff of Fulton County and TAC may not receive funding in the next three (3) FCDAC Contracts for Services contract cycles.

**G. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined above shall be sent to FCDAC Director, FCDAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCDAC Director, FCDAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCDAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to TAC at the beginning of the contract cycle or any updates distributed by FCDAC during the contract period.

**H. Contract funding will be paid out in one disbursement.**

## ATTACHMENT “B”

### INSURANCE AND LIABILITY

TAC shall maintain for the life of the Contract such insurance as shall fully protect Fulton County and any subcontractors performing work covered by this Contract from any and all claims, including bodily injury, property damage or personal injury that may arise or result from TAC, Inc. under this Contract.

At a minimum, the above-described insurance must include the following elements and limits of coverage.

#### **Comprehensive General Liability**

1.	Bodily Injury (each occurrence and annual aggregate)	\$500,000
2.	Property damage (each occurrence and annual aggregate)	\$500,000
3.	Personal injury (each occurrence and annual aggregate)	\$500,000

#### **Automobile Liability**

1.	Bodily injury (each occurrence)	\$500,000
2.	Property damage (each occurrence)	\$100,000





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 26-0167

Meeting Date: 3/18/2026

### Department

Public Works

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

Request approval of lowest responsible bidders - Public Works Department, 25ITB0911K-NJH Standby Miscellaneous Construction, Water System Services in an amount not to exceed \$3,000,000.00 with (A) Site Engineering, Inc. (Atlanta, Ga) in an amount not to exceed \$1,500,000.00 and (B) Wade Coots Company, Inc. (Austell, Ga) in an amount not to exceed \$1,500,000.00 to provide standby miscellaneous construction services for the Fulton County water distribution system. Effective April 1, 2026 through December 31, 2026 with two renewal options.

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

In accordance with the State of Georgia O.C.G.A § 36-91 Georgia Local Government Public Works Construction Law, all competitive sealed proposals (RFPs) for public works construction projects (CM at Risk, Construction PM, D/B Projects) costing \$250,000 or more shall be forwarded to the Board of Commissioners for approval.

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

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

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

**Scope of Work:** The Public Works Department recommends approval of this award. This contract provides for on-call, standby, and emergency construction services dealing with the repair and

installation of water mains, water service lines, and other miscellaneous water service-related facilities located in the North Fulton water service area. The chosen contractors will provide the necessary crew and equipment as directed by Public Works staff on an as needed basis.

Public Works staff reviewed the itemized bid tabulation sheets submitted by each contractor. The analysis showed that Wade Coots offered lower pricing on the items most frequently used during repair and emergency response work. The overall cost difference between Site Engineering & Wade Coots Company's itemized bids is less than 5%. This minimal variance between the two contractors will allow flexibility for the Department to utilize either contractor in a way that maximizes efficiency.

This contract will have two (2) renewal options.

**Community Impact:** This contract ensures the North Fulton water service area, located North of the Chattahoochee River, is maintained in the most efficient manner possible. This system is responsible for providing potable water to residents and businesses.

**Department Recommendation:** The Public Works Department recommends approval of the contract to the lowest responsible bidders (A) Site Engineering and (B) Wade Coots Company, Inc.

**Project Implications:** Approval of this item will ensure the supplemental manpower, material, and equipment are available, thru on-call services, to respond to emergencies and other repair/replacement needs within the water distribution system.

**Community Issues/Concerns:** No community issues/concerns have been brought to the attention of Public Works staff.

**Department Issues/Concerns:** The Public Works team does not have any concerns with either contractor. Both vendors have previously worked with Fulton County within the expected roles.

## **Contract Modification**

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

**Total Contract Value:**      **\$3,000,000.00**

**(A)**

**Contract Value:**              **\$1,500,000.00**

**Prime Vendor:**      **Site Engineering, Inc.**  
**Prime Status:**      **Small Business Enterprise**  
**Location:**              **Atlanta, GA**  
**County:**                **Fulton County**  
**Prime Value:**         **\$1,005,000.00 or 67.00%**

**Subcontractor:**         **VWalla**

**Subcontractor Status:** Hispanic American Male Business Enterprise  
**Location:** Roswell, GA  
**County:** Fulton County  
**Contract Value:** \$225,000.00 or 15.00%

**Subcontractor:** AM/PM Concrete Cutting  
**Subcontractor Status:** DBE  
**Location:** Marietta, GA  
**County:** Cobb County  
**Contract Value:** \$45,000.00 or 3.00%

**Subcontractor:** JDJ Hauling  
**Subcontractor Status:** African American Male Business Enterprise  
**Location:** Stockbridge, GA  
**County:** Henry County  
**Contract Value:** \$150,000.00 or 10.00%

**Subcontractor:** Figlo Tree Services  
**Subcontractor Status:** Hispanic American Male Business Enterprise  
**Location:** Lawrenceville, GA  
**County:** Gwinnett County  
**Contract Value:** \$75,000.00 or 5.00%

**Total Contract Value:** \$1,500,000.00 or 100%  
**Total Certified Value:** \$1,500,000.00 or 100%

(B)

**Contract Value:** \$1,500,000.00

**Prime Vendor:** Wade Coots  
**Prime Status:** Non-Minority  
**Location:** Hiram, GA  
**County:** Paulding County  
**Prime Value:** \$450,000.00 or 30.00%

**Subcontractor:** Core & Mann  
**Subcontractor Status:** Non-Minority  
**Location:** Kennesaw, GA  
**County:** Cobb County  
**Contract Value:** \$300,000.00 or 20.00%

**Subcontractor:** Ferguson Piping Supply  
**Subcontractor Status:** Non-Minority

**Location:** Conyers, GA  
**County:** Rockdale County  
**Contract Value:** \$300,000.00 or 20.00%

**Subcontractor:** Consolidated Pipe & Supply  
**Subcontractor Status:** Non-Minority  
**Location:** Lawrenceville, GA  
**County:** Gwinnett County  
**Contract Value:** \$300,000.00 or 20.00%

**Subcontractor:** SUM Consulting  
**Subcontractor Status:** White Female Business Enterprise  
**Location:** Rome, GA  
**County:** Floyd County  
**Contract Value:** \$75,000.00 or 5.00%

**Subcontractor:** T & J Industry  
**Subcontractor Status:** African American Male Business Enterprise  
**Location:** Stonecrest, GA  
**County:** DeKalb County  
**Contract Value:** \$75,000.00 or 5.00%

**Total Contract Value:** \$1,500,000.00 or 100.00%  
**Total Certified Value:** \$75,000.00 or 5.00%

**Grand Contract Value:** \$3,000,000.00 or 100.00%  
**Grand Certified Value:** \$1,575,000.00 or 52.50%

## Exhibits Attached

**Exhibit 1: Bid Tabulation Sheet**

**Exhibit 2: Performance Evaluation Reports-Site and Wade Coots**

## Contact Information

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

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$3,000,000.00  
 Previous Adjustments: \$0.00  
 This Request: \$3,000,000.00  
 TOTAL: \$3,000,000.00

**Fiscal Impact / Funding Source**

**Funding Line 1:**

203-540-5400-H065

<b>Key Contract Terms</b>	
<b>Start Date:</b> 4/1/2026	<b>End Date:</b> 12/31/2026
<b>Cost Adjustment:</b> \$0.00	<b>Renewal/Extension Terms:</b>

**Overall Contractor Performance Rating:**

Site Engineering 100 11/9/2025 to 2/8/2026

Wade Coots Company 100 2/5/2026 to 2/18/2026

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

Yes

**Report Period Start:** 11/9/2025      **Report Period End:** 2/8/2026



# Department of Purchasing & Contract Compliance

## BID TABULATION SHEET

Standby Miscellaneous Construction, Water System Services

PROJECT NUMBER: 25ITB0911K-NJH  
 DATE: Tuesday, February 17, 2026  
 TOTAL NUMBER OF BIDDERS: 5

Natascha Hooper,  
 APA  
 Page 1 of 1

CONTRACTOR'S NAME	BID BOND YES/NO	TOTAL BASE BID AMOUNT	LICENSE N/A	E-verify Number
Site Engineering, Inc.	Yes	\$6,598,150.30	N/A	650651
Wade Coots Company, Inc.	Yes	\$6,961,270.00	N/A	1435443
Georgia Sewer and Storm, LLC	Yes	\$7,909,485.00	N/A	2579243
JDS, Inc.	Yes	\$8,650,888.00	N/A	46876
<b>Construction 57, Inc.</b>	<b>Yes</b>	<b>\$15,204,695.00</b>	<b>N/A</b>	<b>372698</b>

\*INDICATES BUSINESS IS LOCATED IN FULTON COUNTY

THE RESULTS RECEIVED IN RESPONSE TO THIS SOLICITATION DOES NOT REFLECT AWARD OF THIS CONTRACT. RESPONSES WILL BE FURTHER EVALUATED BY FULTON COUNTY REPRESENTATIVES.

## Performance Evaluation Details

<b>ID</b>	E14
<b>Project</b>	2020 Standby Miscellaneous Construction – Water System Services
<b>Project Number</b>	19ITB122250K-EC
<b>Supplier</b>	Site Engineering Inc
<b>Supplier Project Contact</b>	Tamara L Isbell (preferred language: English)
<b>Performance Program</b>	Construction Services
<b>Evaluation Period</b>	11/09/2025 to 02/08/2026
<b>Effective Date</b>	02/09/2026
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	02/08/2026
<b>Expectations Meeting Date</b>	02/08/2026
<b>Status</b>	Completed
<b>Publication Date</b>	02/09/2026 09:14 AM EST
<b>Completion Date</b>	02/09/2026 09:14 AM EST
<b>Evaluation Score</b>	100

### Related Documents

There are no documents associated with this Performance Evaluation

### OVERALL RATING GUIDE - CONSTRUCTION SERVICES

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

### 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

Vendor delivers ahead of the schedule. Vendor manages emergency projects around schedule of non-emergency projects. Meets project milestones.

### BUDGET MANAGEMENT

20/20

Rating

**Outstanding:** Reasonable pricing on Scope Changes and processed in an expedited manner. Outstanding cost control. Changes in project scope outside of the consultant's control are identified quickly, with consideration given to the financial and budget implications. Scope changes submitted quickly with thorough rational and fair costing.

Comments

Vendor holds pricing on all projects. All fees for scope changes use current pricing. Outstanding cost control on the projects.

### OVERALL CONSTRUCTION PROJECT MANAGEMENT

20/20

Rating

**Outstanding:** Outstanding Construction Project Management that exceeds in all areas.

Comments

Vendors staff are outstanding project managers.

### COST CONTROL

20/20

Rating

**Outstanding:** Proactive tracking and forecasting of the construction contract on a regular basis. This includes expedited and relevant input on Contractor claim submissions, with thorough justification and guidance on cost control of the construction contract. Proactively documents to the User Department potential cost overruns.

Comments

Vendors cost control is outstanding and vendor holds fee per the contract.

**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**

Vendor has outstanding oversight and compliance with the contract documents.

**GENERAL COMMENTS**

**Comments**

Vendor is an outstanding vendor and is outstanding in all aspects of the contract.

## Performance Evaluation Details

<b>ID</b>	E38
<b>Project</b>	2023 Standby Misc. Construction-Water System Services
<b>Project Number</b>	22ITB136990K-JA
<b>Supplier</b>	Wade Coots Company, Inc
<b>Supplier Project Contact</b>	Mark Sutton (preferred language: English)
<b>Performance Program</b>	Construction Services
<b>Evaluation Period</b>	02/05/2026 to 02/18/2026
<b>Effective Date</b>	02/23/2026
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	02/23/2026
<b>Expectations Meeting Date</b>	02/23/2026
<b>Status</b>	Completed
<b>Publication Date</b>	02/23/2026 11:52 AM EST
<b>Completion Date</b>	02/23/2026 11:52 AM EST
<b>Evaluation Score</b>	100

### Related Documents

There are no documents associated with this Performance Evaluation

### OVERALL RATING GUIDE - CONSTRUCTION SERVICES

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

### 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

Vendor constantly delivers work ahead of the completion date. The Vendor constantly monitors work to ensure work is completed.

### BUDGET MANAGEMENT

20/20

Rating

**Outstanding:** Reasonable pricing on Scope Changes and processed in an expedited manner. Outstanding cost control. Changes in project scope outside of the consultant's control are identified quickly, with consideration given to the financial and budget implications. Scope changes submitted quickly with thorough rational and fair costing.

Comments

Vendor has outstanding cost control and any changes in scope meet the contract documents pricing and bid form. Rational and fair cost on the items not on the bid form.

### OVERALL CONSTRUCTION PROJECT MANAGEMENT

20/20

Rating

**Outstanding:** Outstanding Construction Project Management that exceeds in all areas.

Comments

Vendor has outstanding construction management. Supervisors and foremen are outstanding.

### COST CONTROL

20/20

Rating

**Outstanding:** Proactive tracking and forecasting of the construction contract on a regular basis. This includes expedited and relevant input on Contractor claim submissions, with thorough justification and guidance on cost control of the construction contract. Proactively documents to the User Department potential cost overruns.

**Comments**

Cost control is held to the original quote with no extra services.

**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**

Vendor has outstanding oversight of contract documents. No requirement to bring the contractor into compliance. Any issues are addressed promptly.

**GENERAL COMMENTS**

**Comments**

Outstanding overall vendor





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 26-0168

Meeting Date: 3/18/2026

### Department

Public Works

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

Request approval to extend an existing contract - Department of Public Works, 19RFP090419K-DB, Operation & Maintenance Service for Wastewater Facilities & Pump Stations in the North Fulton Service Area, in an amount not to exceed \$12,470,486.61 with Veolia Water North America-South, LLC (Atlanta, GA) to provide reliable, uninterrupted operation of the water and wastewater system operations and maintenance management systems in the North Fulton service area for an additional maximum 183-day period effective April 1, 2026 through September 30, 2026.

### 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 a contract extension to the Purchase Order (PO) 25RFP090419K-DB 2025 with Veolia Water North America-South, LLC for an additional maximum 183-day period resulting in an additional cost in the amount of \$12,470,486.61 to cover the added cost in assisting with the operations and maintenance services at wastewater facilities and pump stations in North Fulton in accordance with the master contract

(19RFP090419K-DB).

This fourth contract extension is necessary in order to continue to operate these facilities until the protest and administrative hearing process has been completed. This contract extension will also allow for the time necessary for the award of the contract, contract execution and a transition period between the current service provider and the new service provider.

**Scope of Work:**

Veolia Water North America-South LLC currently provides operation and maintenance services for the Fulton County owned facilities & pump stations in the North Fulton Service Area, which consists of three (3) Water Reclamation Facilities, twenty-eight (28) wastewater pumping stations, forty-six (46) air release valves, and five (5) potable water pump stations. The contract was initially awarded by the Board of Commissioners on February 19, 2020, as BOC Agenda #20-0133 with an initial term of the contract between July 6, 2020, through July 5, 2025.

A 120-day extension was approved by the Board of Commissioners on June 18, 2025 as BOC Agenda #25-0477 that resulted in the contract date being extended to November 3, 2025. A second extension for 57 days was approved on October 15, 2025 as BOC Agenda #25-0787 that resulted in the contract date being extended to December 31, 2025. A third contract extension of 90 days was approved on December 17, 2025 as BOC Agenda #25-0981 that resulted in the contract date being extended to March 31, 2026.

This fourth contract extension will continue with the same three financial elements of the original contract, which include a Fixed Base Service Fee, Maintenance Allowance, and Contingency Allowance. Additional information regarding each of the three financial elements is below:

- The Fixed Service Fee is the amount charged by the contractor to operate and maintain all of the North Fulton Managed Assets in compliance with the terms of the contract.
- The Maintenance Allowance will be used to repair/replace major equipment or upgrade the Managed Assets at the County’s sole discretion.
- The Contingency Allowance will be used to finance unforeseen and variable expenses during the term at the County’s sole discretion.

Below is a table that shows the anticipated contract value during the maximum 183-day extension using the pro-rated costs that were in place during the first 90-days of FY2026:

Fixed Fee Service:	\$ 9,582,667.54
Maintenance Allowance:	\$ 1,592,847.34
<u>Contingency Allowance:</u>	<u>\$ 1,294,971.73</u>
Total Maximum 183-day Value:	\$12,470,486.61

**Community Impact:** The wastewater treated at these facilities is ultimately discharged into the Chattahoochee and Etowah Rivers. Having professionally run facilities allows for a healthy environment for economic and recreational activities along these rivers.

**Department Recommendation:** The Department of Public Works recommends the extension of this

contract with Veolia Water North America-South, LLC.

**Project Implications:** Fulton County Public Works no longer has the resources to operate and maintain these assets since privatization was first implemented throughout the North Fulton Service Area in 1992. Therefore, it is imperative that a contractor continues to provide uninterrupted wastewater treatment services on behalf of Fulton County Public Works.

**Community Issues/Concerns:**

Although there have been operational challenges at these facilities over the past five years, the plants currently meet all nutrient permit requirements of the Georgia Environmental Protection Division.

**Department Issues/Concerns:**

The Department believes that Veolia Water North America-South, LLC can continue to perform the services until the current procurement process has been completed.

**Contract Modification**

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount (7/6 - 12/31/2020)	20-0133	2/19/2020	8,728,340.00
FY2021	20-0133	2/19/2020	\$18,166,470.00
FY2022	20-0133	2/19/2020	\$18,711,464.00
FY2023	20-0133	2/19/2020	\$19,272,808.00
FY2024	20-0133	2/19/2020	\$19,850,992.00
FY2024 Increase Spending Authority	24-0847	12/4/2024	\$909,668.00
FY2025 (1/1 - 7/5/2025)	20-0133	2/19/2020	\$10,475,341.00
Extension #1 (7/6 - 11/3/2025)	25-0477	6/18/2025	\$7,381,500.47
Extension #2 (11/4 - 12/31/2025)	25-0787	10/15/2025	\$3,506,212.72
FY2025 Increase Spending Authority	25-0982	12/17/2025	\$1,995,238.07
Extension #3 (1/1 - 3/31/2026)	25-0981	12/17/2025	\$5,641,222.93
<b>Extension #4 (4/1 - 9/30/2026)</b>		<b>3/18/2026</b>	<b>\$12,470,486.61</b>
Total Revised Amount			\$127,109,743.80

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

**Contract Value:** \$12,470,486.61

**Prime Vendor:** Veolia Water North America North  
**Prime Status:** Non-Minority  
**Location:** Atlanta, GA  
**County:** Fulton County or  
**Prime Value:** \$6,662,981.00 or 53.43%

**Subcontractor:** Amtech Drive

**Subcontractor Status:** Asian American Female Business Enterprise  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Contract Value:** \$124,704.87 or 1.00%

**Subcontractor:** Jackson Janitorial & Facilities Maintenance, LLC  
**Subcontractor Status:** African American Female Business Enterprise  
**Location:** Toccoa, GA  
**County:** Stephens County  
**Contract Value:** \$52,376.04 or 0.42%

**Subcontractor:** Custom Klimates  
**Subcontractor Status:** Non-Minority  
**Location:** Canton, GA  
**County:** Cherokee County  
**Contract Value:** \$33,670.31 or 0.27%

**Subcontractor:** D. Clark Harris  
**Subcontractor Status:** White Female Business Enterprise  
**Location:** Fayetteville, GA  
**County:** Fayette County  
**Contract Value:** \$288,068.24 or 2.31%

**Subcontractor:** Global Control Systems Inc.  
**Subcontractor Status:** White Female Business Enterprise  
**Location:** Smyrna, GA  
**County:** Cobb County  
**Contract Value:** \$58,611.29 or 0.47%

**Subcontractor:** Khafra Engineering Consultants, Inc.  
**Subcontractor Status:** African American Male Business Enterprise  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Contract Value:** \$1,169,731.64 or 9.38%

**Subcontractor:** Let Us Love Your Lawn  
**Subcontractor Status:** African American Female Business Enterprise  
**Location:** Stone Mountain, GA  
**County:** DeKalb County  
**Contract Value:** \$244,421.54 or 1.96%

**Subcontractor:** Slater Infrastructure Group d/b/a Multi-Energy Group, LLC  
**Subcontractor Status:** African American Female Business Enterprise  
**Location:** Alpharetta, GA  
**County:** Fulton County

**Contract Value:** \$1,169,731.64 or 9.38%

**Subcontractor:** Prime Power  
**Subcontractor Status:** White Female Business Enterprise-Certified  
**Location:** Austell, GA  
**County:** Cobb County  
**Contract Value:** \$74,822.92 or 0.60%

**Subcontractor:** Waste Eliminator, Inc  
**Subcontractor Status:** Non-Minority  
**Location:** Peachtree Corners, GA  
**County:** Gwinnett County  
**Contract Value:** \$2,591,367.22 or 20.78%

**Total Contract Value:** \$12,470,486.61 or 100.00%  
**Total Certified Value:** \$3,182,468.18 or 25.52%

### Exhibits Attached

Exhibit 1: Extension No. 4 to Form of Contract  
Exhibit 2: Performance Evaluation Report

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

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

### Contract Attached

Yes

### Previous Contracts

Yes

### Total Contract Value

Original Approved Amount: \$96,115,083.00  
Previous Adjustments: \$18,524,174.19  
This Request: \$12,470,486.61  
TOTAL: \$127,109,743.80

### Fiscal Impact / Funding Source

#### Funding Line 1:

201-540-5458-1160: Water & Sewer Revenue Fund, Professional Services - \$1,202,326.51

**Funding Line 2:**

201-540-5462-1160: Water & Sewer Revenue Fund, Professional Services - \$171,595.65

**Funding Line 3:**

201-540-5463-1160: Water & Sewer Revenue Fund, Professional Services - \$6,227,005.59

**Funding Line 4:**

201-540-5476-1160: Water & Sewer Revenue Fund, Professional Services - \$1,578,635.29

**Funding Line 5:**

201-540-5451-1160: Water & Sewer Revenue Fund, Professional Services - \$3,290,923.58

<b>Key Contract Terms</b>	
<b>Start Date:</b> 4/1/2026	<b>End Date:</b> 9/30/2026
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b>

**Overall Contractor Performance Rating:** 62

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

Choose an item.

**Report Period Start:**  
6/26/2025

**Report Period End:**  
9/25/2025

**AMENDMENT NO. 5 TO FORM OF CONTRACT**

Contractor: **Veolia Water North America-South, LLC**

Contract No.: **19RFP090419K-DB, Operation & Maintenance Services for Wastewater Facilities & Pump Stations**

Address: **387 18th Street, NW**  
City, State **Atlanta, GA 30363**

Telephone: **678-925-6057**

Email: [joseph.tackett@veolia.com](mailto:joseph.tackett@veolia.com)

Contact: **Joseph Tackett,  
Senior Vice President**

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

WHEREAS, Fulton County (“County”) entered into a Contract with Veolia Water North America-South, LLC, to provide operation and maintenance services at wastewater facilities and pump stations in North Fulton, dated 19th day of February 2020, on behalf of the Department of Public Works; and

WHEREAS, the County wishes to extend the existing contract to provide reliable, uninterrupted operation of the water and wastewater system operations and maintenance management systems in the North Fulton service area; 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 March 18, 2026, BOC Item #\_\_\_\_\_.

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

This Amendment No. 5 to Form of Contract is effective April 1, 2026, through September 30, 2026, or until services are no longer required as determined by Fulton County after June 30, 2026 provided that Contractor will be given sixty (60) days’ notice prior to any termination. This Amendment is entered into by and between Fulton County and Veolia Water North America - South, LLC, who agree that all services specified shall be performed in accordance with this Amendment No. 5 and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** Veolia Water North America-South LLC currently provides operation and maintenance services for the Fulton County owned facilities & pump stations in the North Fulton Service Area, which consists of three (3) Water Reclamation Facilities, twenty-eight (28) wastewater pumping stations, forty-six

(46) air release valves, and five (5) potable water pump stations. The contract was initially awarded by the Board of Commissioners on February 19, 2020, as BOC Agenda #20-0133 with an initial term of the contract between July 6, 2020, through July 5, 2025. A 120-day extension was approved by the Board of Commissioners on June 18, 2025, as BOC Agenda #25-0477 that resulted in the contract date being extended to November 3, 2025. A second extension for 57 days was approved on October 15, 2025, as BOC Agenda #25-0787, which extended the contract date to December 31, 2025. A third extension for 90 days was approved on December 17, 2025, as BOC Agenda #25-0981, which extended the contract date to March 31, 2026.

This fourth contract extension will continue the same three financial elements of the original contract, which include a Fixed Base Service Fee, Maintenance Allowance, and Contingency Allowance. Additional information regarding each of the three financial elements is below:

- The Fixed Service Fee is the amount charged by the contractor to operate and maintain all of the North Fulton Managed Assets in compliance with the terms of the contract.
- The Maintenance Allowance will be used to repair/replace major equipment or upgrade the Managed Assets at the County's sole discretion.
- The Contingency Allowance will be used to finance unforeseen and variable expenses during the term at the County's sole discretion.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor in an amount not to exceed \$12,470,486.61 (Twelve Million Four Hundred Seventy Thousand Four Hundred Eighty-Six Dollars and Sixty-one Cents) approved by BOC.
3. **LIABILITY OF COUNTY:** This Amendment No. 5 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. 5 TO FORM OF CONTRACT:** Except as modified by this Amendment No 5 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:

CONTRACTOR:

**FULTON COUNTY, GEORGIA**

**VEOLIA WATER NORTH AMERICA-SOUTH, LLC**

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

\_\_\_\_\_  
Joseph Tackett, Chief Executive  
Officer, Municipal Water Contract  
Operations Veolia North America

ATTEST:

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

(Affix County Seal)

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 <sup>ND</sup> RM: _____ SECOND REGULAR MEETING
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## Performance Evaluation Details

<b>ID</b>	E2
<b>Project</b>	O & M Service for Wastewater Facilities & Pump Stations in the North Area
<b>Project Number</b>	#19RFP090419KDB
<b>Supplier</b>	Veolia
<b>Supplier Project Contact</b>	Francis Crehan (preferred language: English)
<b>Performance Program</b>	Professional Services
<b>Evaluation Period</b>	06/26/2025 to 09/25/2025
<b>Effective Date</b>	11/26/2025
<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>	11/26/2025 08:58 AM EST
<b>Completion Date</b>	11/26/2025 08:58 AM EST
<b>Evaluation Score</b>	62



12/9/2025

### 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**

Satisfactory. Plant Manager should have more experience.

### SCHEDULE

14/20

Rating

**Satisfactory:** Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

**Comments**

Meets Requirements of the Contract.

### 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**

Satisfactory.

### COMMUNICATIONS AND CO-OPERATION

10/20

Rating

**Needs Improvement:** Communication and Co-operation needs improvement; slow response to the User Department's requests and changes.

**Comments**

Needs cooperation to meet the project goals.

### OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

10/20

Rating

**Needs Improvement:** Minor issues with compliance took a long time to resolve and/or required multiple interventions to resolve the issue to the the User Department's satisfaction.

**Comments**

There are permit violations that is under Operators Control. Needs improvements.

**GENERAL COMMENTS**

**Comments**

Veolia needs improvements in operations and maintenance to meet the Contract requirements.





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 26-0169

**Meeting Date:** 3/18/2026

### Department

Medical Examiner

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

Request approval of a recommended proposal - Medical Examiner's Office, 25RFP1552437C-JH, Pickup and Removal of Deceased Remains in an amount not to exceed \$350,000.00 with First Call Removal Services LLC. (Mableton, GA) to provide pickup and removal of deceased remains. Effective dates: April 1, 2026, through December 31, 2026 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 Medical Examiner recommends approval of this contract to provide transportation of decedent remains in Fulton County to First Call Removal Services LLC. This service ensures reliable, professional, and timely transfer of decedents.

**Scope of Work:** The Contractor will deliver all decedents picked up to the Office of the Medical Examiner in the body bags provided by the Medical Examiner.

**Community Impact:** N/A

**Department Recommendation:** First Call Removal Service LLC

**Project Implications:** Provide transportation of deceased remains countywide

**Community Issues/Concerns:** N/A

**Department Issues/Concerns:** If this contract is not approved, the County does not have the capacity to pick up, and transport decedents' remains in Fulton County.

**Contract Modification:** This is a new procurement.

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

**Contract Value:** \$350,000.00

**Prime Vendor:** First Call Removal Services  
**Prime Status:** African American Male Business Enterprise  
**Location:** Mableton GA  
**County:** Cobb County  
**Prime Value:** \$350,000.00 or 100.00%

**Total Contract Value:** \$350,000.00 or 100.00%

**Total Certified Value:** \$350,000.00 or 100.00%

**Exhibits Attached**

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Contractor Performance Report

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

Marian Green, Deputy Director, Medical Examiner (404) 613-4504

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$0.00  
Previous Adjustments: \$0.00  
This Request: \$350,000.00  
TOTAL: \$350,000.00

**Fiscal Impact / Funding Source**

**Funding Line 1:**

100-340-3400-1160 General, Medical Examiner, Professional Services

<b>Key Contract Terms</b>	
<b>Start Date:</b> 04/012/2026	<b>End Date:</b> 12/31/2026
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b> TV Renewal options

**Overall Contractor Performance Rating:** 97

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

Yes

**Report Period Start:**  
10/1/2025

**Report Period End:**  
12/31/2025



# INTEROFFICE MEMORANDUM

**TO:** Felicia Strong-Whitaker, Director  
Department of Purchasing & Contract Compliance

**FROM:** Evaluation Committee Recommendation Letter

**DATE:** March 2, 2026

**PROJECT:** 25RFP1552437C-JH, "Pickup and Removal of Deceased Remains"

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 Medical Examiner's Office.

Six (6) qualified firms submitted proposals for evaluation and consideration for award of Pickup and Removal of Deceased Remains for this project:

1. 92Mike Transport LLC
2. First Call Removal Service, LLC
3. New England Trauma Services
4. Parker Memorial Transport & Cremations
5. Thompsons Mortuary Services
6. To the Point Transportation

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 **First Call Removal Service LLC** with a total score of **76.31**, is the recommended vendor for the award of #25RFP1552437C-JH, "Pickup and Removal of Deceased Remains".

Evaluation Committee Recommendation Letter  
March 2, 2026 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:**

*Marian Green* \_\_\_\_\_

Marian Green, Deputy Director

*Angie McCray* \_\_\_\_\_

Angie McCray, Forensic Supervisor

*Jimmy Sadler* \_\_\_\_\_

Jimmy Sadler, Chief Investigator

*Colin Hebert* \_\_\_\_\_

Colin Hebert, Deputy Chief Medical Examiner

Evaluation Committee Recommendation Letter  
 March 2, 2026 Page | 3

EVALUATION CRITERIA	WEIGHT	92Mike Transport LLC	First Call Removal Service LLC	New England Trauma Services	Parker Memorial Transport & Cremation	Thompsons Mortuary Services	To the Point Transportation
Project Plan/Approach to Work	20	13.75	18.75	16.25	15	13.75	10
Qualification of Key Personnel	20	17.5	18.75	16.25	16.25	15	12.5
Relevant Project Experience/Past Performance	20	17.5	18.75	16.25	11.25	12.5	6.25
Availability of Key Personnel	13	8.13	13	9.75	9.75	9.75	7.31
Local Preference	5	0	0	0	0	5	5
Service Disabled Veterans Preference	2	2	0	0	0	2	0
Cost Proposal	20	3.48	7.06	4.88	8.47	11.87	20
<b>TOTAL SCORE:</b>	<b>100.00</b>	<b>62.36</b>	<b>76.31</b>	<b>63.38</b>	<b>60.72</b>	<b>69.87</b>	<b>61.06</b>

*\*To sum Total Score columns highlight the row and press F9*

## Performance Evaluation Details

<b>ID</b>	E1
<b>Project</b>	Pickup and Removal of Deceased Remains
<b>Project Number</b>	25EMFIRSTCALL610C-JH
<b>Supplier</b>	First Call Removal Service LLC
<b>Supplier Project Contact</b>	Quentin Whittaker (preferred language: English)
<b>Performance Program</b>	Professional Services
<b>Evaluation Period</b>	10/01/2025 to 12/31/2025
<b>Effective Date</b>	03/06/2026
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	03/06/2026
<b>Expectations Meeting Date</b>	03/06/2026
<b>Status</b>	Completed
<b>Publication Date</b>	03/06/2026 10:49 AM EST
<b>Completion Date</b>	03/06/2026 10:49 AM EST
<b>Evaluation Score</b>	97

### 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

The team applies effective project management practices to ensure the smooth coordination and transportation of deceased remains. They manage scheduling, communication, documentation, and compliance to ensure all services are performed efficiently and in accordance with established procedures.

### 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

The team is committed to maintaining efficiency, professionalism, and flexibility to meet operational needs while providing respectful and dependable service.

### QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

**Excellent:** Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Ensures that all documentation, reports, and service records related to the transportation of deceased remains are accurate, complete, and submitted in a timely manner.

### 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**

Maintains clear, timely, and professional communication with all parties involved to ensure the respectful and efficient transportation of deceased remains. The team works cooperatively with staff, facilities, and authorized representatives to coordinate services, provide status updates when needed, and address any concerns promptly.

**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**

Demonstrates reliability, proper documentation, and adherence to all handling, transportation, and chain-of-custody procedures outlined in the contract. Regular monitoring and communication are conducted to verify compliance and ensure that all services meet established performance standards.

**GENERAL COMMENTS**

**Comments**

*Not Specified*





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 26-0120

**Meeting Date:** 3/18/2026

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

Request approval of a Resolution to promote Public Education regarding how to obtain voter identification; and for other purposes. **(Thorne) (HELD ON 3/4/26)**

1 **A RESOLUTION TO PROMOTE PUBLIC EDUCATION REGARDING HOW TO**  
2 **OBTAIN VOTER IDENTIFICATION; AND FOR OTHER PURPOSES.**

3  
4 **WHEREAS**, the Fulton County Board of Commissioners recognizes the  
5 importance of ensuring that all eligible residents have access to accurate information  
6 regarding voter registration and voter identification requirements; and

7 **WHEREAS**, voter identification is required under Georgia law for participation in  
8 certain voting processes, including in-person voting and absentee voting procedures;  
9 and

10 **WHEREAS**, possession of a government issued identification is not only  
11 essential for voting, but is also important for identity verification, accessing services,  
12 participating in civic duties, and complying with legal requirements, all of which play a  
13 crucial role in everyday life and societal functioning; and

14 **WHEREAS**, despite record turnout among people of color since the passage of  
15 Senate Bill 202 (SB 202), which was adopted by the Georgia General Assembly in  
16 2021, voter identification continues to be cited as a form of voter suppression for people  
17 of color, recently married people changing their name, and young and elderly people  
18 with difficulty finding required documents; and

19 **WHEREAS**, according to the Pew Research Center, Rasmussen and Gallop  
20 polls, eighty percent (80%) of Americans favor voter identification; and

21 **WHEREAS**, providing clear and accessible public information regarding how to  
22 obtain voter identification helps promote civic participation and reduces confusion  
23 among voters; and

24           **WHEREAS**, the Board of Commissioners finds that providing neutral educational  
25 materials explaining how to obtain voter identification may assist residents in navigating  
26 voting requirements and accessing available resources; and

27           **WHEREAS**, Fulton County facilities that regularly serve members of the public  
28 provide appropriate locations for distributing general informational notices concerning  
29 public services and civic participation resources;

30           **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of  
31 Commissioners hereby directs that each public facing Fulton County facility, as  
32 determined effective by Voter Education and Outreach, shall display a standardized  
33 informational notice providing guidance on how residents may obtain valid voter  
34 identification; and

35           **BE IT FURTHER RESOLVED**, that such notification shall include a Quick  
36 Response (QR) code linking to the most current voter identification information available  
37 on the Fulton County website; and

38           **BE IT FURTHER RESOLVED**, that the County Manager or designee, in  
39 coordination with appropriate County departments, shall ensure the creation,  
40 distribution, and maintenance of standardized information postings consistent with this  
41 Resolution; and

42           **BE IT FURTHER RESOLVED**, the departments responsible for public facing  
43 facilities shall ensure that such notices remain visible and accessible to the public and  
44 are updated as necessary to reflect current information; and

45           **BE IT FURTHER RESOLVED**, that nothing in this Resolution shall be construed  
46 to advocate for or against any political party, candidate, or ballot measure, and the

47 purpose of this Resolution is solely to provide public information regarding voter  
48 identification requirements and resources; and

49 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon  
50 adoption by the Fulton County Board of Commissioners.

51 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,  
52 Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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**FULTON COUNTY BOARD OF COMMISSIONERS**

**SPONSORED BY:**

\_\_\_\_\_  
Bridget Thorne, Commissioner  
(District 1)

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_

81 Y. Soo Jo, County Attorney

1 **A RESOLUTION TO PROMOTE PUBLIC EDUCATION REGARDING HOW TO**  
2 **OBTAIN VOTER IDENTIFICATION; AND FOR OTHER PURPOSES.**

3  
4 **WHEREAS**, the Fulton County Board of Commissioners recognizes the  
5 importance of ensuring that all eligible residents have access to accurate information  
6 regarding voter registration and voter identification requirements; and

7 **WHEREAS**, identification is required under Georgia law for participation in  
8 certain voting processes, including in-person voting and absentee voting procedures;  
9 and

10 **WHEREAS**, according to the Pew Research Center, Rasmussen and Gallop  
11 polls, eighty percent (80%) of Americans favor voter identification requirements; and

12 **WHEREAS**, possession of a government issued identification is not only  
13 essential for voting, but is also important for identity verification, accessing services,  
14 participating in civic duties, and complying with legal requirements, all of which play a  
15 crucial role in everyday life and societal functioning; and

16 **WHEREAS**, the new requirements found in Senate Bill 202 (SB 202) and the  
17 SAVE Act have been cited as a form of voter suppression for people of color, recently  
18 married people changing their name, and young and elderly people with difficulty finding  
19 required documents; and

20 **WHEREAS**, despite stated concerns, people of color have voted in record  
21 number since the passage of Senate Bill 202 (SB 202), which was adopted by the  
22 Georgia General Assembly in 2021; and

23 **WHEREAS**, providing clear and accessible public information regarding the 10  
24 forms of common identification that may be used; and

25           **WHEREAS**, voters who do not possess one of the acceptable forms of  
26 identification may receive a free voter identification card from the Fulton County  
27 Department of Registration and Elections or the Department of Driver Services; and

28           **WHEREAS**, the Board of Commissioners finds that providing neutral educational  
29 materials explaining what forms of identification may be used and how to obtain voter  
30 identification if needed may assist residents in navigating voting requirements and  
31 reducing any perceived barriers to voting; and

32           **WHEREAS**, Fulton County facilities that regularly serve members of the public  
33 provide appropriate locations for distributing general informational notices concerning  
34 public services and civic participation resources;

35           **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of  
36 Commissioners hereby directs that each public facing Fulton County facility, as  
37 determined effective by Voter Education and Outreach, shall display a standardized  
38 informational notice providing guidance on how residents may obtain valid voter  
39 identification; and

40           **BE IT FURTHER RESOLVED**, that such notification shall include a Quick  
41 Response (QR) code linking to the most current voter identification information available  
42 on the Fulton County website; and

43           **BE IT FURTHER RESOLVED**, that the County Manager or designee, in  
44 coordination with appropriate County departments, shall ensure the creation,  
45 distribution, and maintenance of standardized information postings consistent with this  
46 Resolution; and

47           **BE IT FURTHER RESOLVED**, the departments responsible for public facing  
48 facilities shall ensure that such notices remain visible and accessible to the public and  
49 are updated as necessary to reflect current information; and

50           **BE IT FURTHER RESOLVED**, that nothing in this Resolution shall be construed  
51 to advocate for or against any political party, candidate, or ballot measure, and the  
52 purpose of this Resolution is solely to provide public information regarding voter  
53 identification requirements and resources; and

54           **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon  
55 adoption by the Fulton County Board of Commissioners.

56           **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,  
57 Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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**FULTON COUNTY BOARD OF  
COMMISSIONERS**

**SPONSORED BY:**

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Bridget Thorne, Commissioner  
(District 1)

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ATTEST:

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Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

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





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 26-0122

**Meeting Date:** 3/18/2026

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

Request approval of a Resolution of the Fulton County Board of Commissioners directing the County Manager to procure a third-party independent contractor to complete a comprehensive audit of the Fulton County budget for 2026; and for other purposes. **(Ivory) (MOTION TO APPROVE FAILED ON 3/4/26)**

1 **A RESOLUTION OF THE FULTON COUNTY BOARD OF COMMISSIONERS**  
2 **DIRECTING THE COUNTY MANAGER TO PROCURE A THIRD-PARTY**  
3 **INDEPENDENT CONTRACTOR TO COMPLETE A COMPREHENSIVE AUDIT OF THE**  
4 **FULTON COUNTY BUDGET FOR 2026; AND FOR OTHER PURPOSES.**

5 **WHEREAS**, on January 21, 2025, the Fulton County Board of Commissioners  
6 adopted a budget for fiscal year 2026 with total expenditures greater than \$1 billion; and

7 **WHEREAS**, Fulton County’s financial operations are highly complex, spanning  
8 several funds and including debt service for numerous obligations; and

9 **WHEREAS**, fiscal transparency and accountability should be a top priority for the  
10 Fulton County Board of Commissioners and all County Leadership; and

11 **WHEREAS**, the Fulton County Board of Commissioners desires that Fulton  
12 County ensure strict compliance with legal requirements and meet and exceed the  
13 highest expectations for efficiency; and

14 **WHEREAS**, Fulton County currently publishes certain audits, reports and financial  
15 data, including the Annual Comprehensive Financial Report (ACFR), that account for its  
16 spending, debt service, and investments; and

17 **WHEREAS**, expanding on the detail provided in Fulton County’s audits, reports  
18 and financial data would increase public confidence that Fulton County funds are being  
19 collected, invested, and spent in the most efficient way possible.

20 **NOW, THEREFORE, BE IT RESOLVED**, that the County Manager is directed to  
21 procure a third-party independent contractor to complete a single-year comprehensive  
22 audit of the entire Fulton County budget for 2026 in a format similar to the Annual  
23 Comprehensive Financial Report.

24 **BE IT FURTHER RESOLVED**, that the single-year comprehensive audit will  
25 review and report on, among other things, the following:

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ATTEST:

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

10 APPROVED AS TO FORM:

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12 \_\_\_\_\_  
13 Y. Soo Jo  
14 County Attorney





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 26-0124

**Meeting Date:** 3/18/2026

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

Request approval of an urging Resolution urging the Georgia General Assembly not to enact legislation eliminating property taxes as a source of local government revenue; and for other purposes. **(Ivory) (MOTION TO APPROVE FAILED ON 3/4/26)**

1 **AN URGING RESOLUTION URGING THE GEORGIA GENERAL ASSEMBLY NOT**  
2 **TO ENACT LEGISLATION ELIMINATING PROPERTY TAXES AS A SOURCE OF**  
3 **LOCAL GOVERNMENT REVENUE; AND FOR OTHER PURPOSES.**  
4

5 **WHEREAS**, pursuant to Georgia Constitution Art. 9, §2, ¶ 1(a), the Fulton County  
6 Board of Commissioners has the power to adopt clearly reasonable ordinances,  
7 resolutions, or regulations relating to Fulton County’s property, affairs, and local  
8 government for which no provision has been made by general law and which is not  
9 inconsistent with the state constitution or any local law applicable thereto; and

10 **WHEREAS**, the Fulton County Board of Commissioners is the duly elected  
11 governing authority of Fulton County, Georgia, responsible for providing essential public  
12 services to County residents; and

13 **WHEREAS**, property tax revenue constitutes a primary and stable source of  
14 funding for county operations and services, including but not limited to public safety,  
15 courts, infrastructure, public health, and general government functions; and

16 **WHEREAS**, proposals have been introduced in the Georgia General Assembly,  
17 specifically the HOME Act, constitutional amendment HR 1114 and its companion bill  
18 HB 1116, which significantly reduce property taxes on homestead properties; and

19 **WHEREAS**, approximately eighty percent (80%) of Fulton County’s annual  
20 revenue is derived from property tax collections, making such revenue essential to the  
21 County’s fiscal stability and operational capacity; and

22 **WHEREAS**, the County relies upon property tax revenues to fund mandated  
23 services and to maintain continuity of critical services relied upon daily by Fulton County  
24 residents; and

25           **WHEREAS**, the elimination of property taxes without an equivalent and reliable  
26 replacement funding mechanism would significantly impair the County’s ability to  
27 provide essential services responsive to local community needs; and

28           **WHEREAS**, local governments are best positioned to determine appropriate  
29 revenue structures necessary to provide services responsive to community needs; and

30           **WHEREAS**, the Fulton County Board of Commissioners finds that preserving  
31 local revenue authority is essential to maintaining fiscal stability and protecting the  
32 health, safety, and welfare of County residents;

33           **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of  
34 Commissioners hereby urges the Georgia General Assembly to refrain from enacting  
35 legislation that would eliminate property taxes as a source of revenue for local  
36 governments; and

37           **BE IT FURTHER RESOLVED**, that the Fulton County Board of Commissioners  
38 respectfully requests that the Georgia General Assembly fully consider the fiscal  
39 impacts such legislation would have on counties and their ability to provide essential  
40 public services; and

41           **BE IT FURTHER RESOLVED**, that the Fulton County Board of Commissioners  
42 supports maintaining local government authority to utilize property taxes as a necessary  
43 and reliable funding mechanism to sustain county operations and services; and

44           **BE IT FURTHER RESOLVED**, that the Clerk to the Board of Commissioners is  
45 directed to transmit a copy of this Resolution to the members of the Fulton County  
46 legislative delegation and to the leadership of the Georgia House of Representatives  
47 and Senate; and

48           **BE IT FINALLY RESOLVED**, that this Resolution shall take effect immediately  
49 upon adoption.

50           **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,  
51 Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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**FULTON COUNTY BOARD OF  
COMMISSIONERS**

**SPONSORED BY:**

\_\_\_\_\_  
Mo Ivory, Commissioner  
(District 4)

**ATTEST:**

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

**APPROVED AS TO FORM:**

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





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 26-0170

**Meeting Date:** 3/18/2026

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

Request approval of a Resolution to support the growth and long-term sustainability of local, independent small businesses as they expand and create jobs in south downtown, to ensure that local small businesses are included in the economic opportunities provided by the 2026 World Cup, and for other purposes. **(Barrett)**

1 **A RESOLUTION TO SUPPORT THE GROWTH AND LONG-TERM SUSTAINABILITY**  
2 **OF LOCAL, INDEPENDENT SMALL BUSINESSES AS THEY EXPAND AND CREATE**  
3 **JOB IN SOUTH DOWNTOWN, TO ENSURE THAT LOCAL SMALL BUSINESSES**  
4 **ARE INCLUDED IN THE ECONOMIC OPPORTUNITIES PROVIDED BY THE 2026**  
5 **WORLD CUP, AND FOR OTHER PURPOSES.**  
6

7 **WHEREAS**, small businesses make up 99.7 percent of all businesses in Georgia,  
8 employ 42.5 percent of the state’s workforce, and contribute to the economic vitality of  
9 their communities; and

10 **WHEREAS**, small business owners face serious financial barriers to growth,  
11 expansion, and long-term stability including rising costs, workforce challenges, and  
12 intense competition from larger corporations with greater resources; and

13 **WHEREAS**, accessing capital remains one of the greatest challenges for small  
14 business owners in Georgia and is even more challenging, if not impossible, for women  
15 and minority business owners; and

16 **WHEREAS**, Fulton County is committed to supporting small businesses and  
17 strengthening local economic opportunities through Select Fulton, WorkSource Fulton,  
18 Develop Fulton, Invest Atlanta, and other partnerships, programs and initiatives; and

19 **WHEREAS**, Invest Atlanta’s Small Business Improvement Grant Program  
20 provides grants of up to \$50,000 to small businesses and commercial property owners  
21 located in seven of the City of Atlanta’s Tax Allocation Districts (TADs) - Campbellton  
22 Road, Hollowell-ML King, Metropolitan Parkway, Perry Bolton, Eastside, Westside and  
23 Stadium Neighborhoods; and

24 **WHEREAS**, the Fulton County Board of Commissioners is proud to support all the  
25 awardees of the Small Business Improvement Grant program with its tax increment  
26 dollars; and

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1           **WHEREAS**, four women- and minority-owned small businesses expanding into  
2 South Downtown (see Exhibit A) that have been awarded Small Business Improvement  
3 Grants by Invest Atlanta are awaiting approval from the Fulton County Board of  
4 Commissioners in order to receive their grant funds which are partially comprised of  
5 Fulton County’s tax increment; and

6           **WHEREAS**, these businesses are all within blocks of Mercedes-Benz Stadium and  
7 are a key part of creating a vibrant experience and sharing local flavor with visitors to  
8 Fulton County during the 2026 World Cup and beyond; and

9           **WHEREAS**, the \$12,500 portion of each \$50,000 Small Business Improvement  
10 Grant award that comes from Fulton County’s tax increment is already being held by  
11 Invest Atlanta, does not impact Fulton County’s 2026 budget, and cannot be repurposed  
12 by Fulton County for any other purpose through 2038; and

13           **WHEREAS**, the \$250,000 Downtown Pop-Up Opportunity Fund is a micro-grant  
14 initiative designed to support independent, locally owned retail and restaurant businesses  
15 seeking to occupy storefront locations in a limited geographic area ahead of the 2026  
16 World Cup with grants ranging from \$5,000 to \$50,000; and

17           **WHEREAS**, the Downtown Pop-Up Opportunity Fund is administered by Central  
18 Atlanta Progress in partnership with Invest Atlanta and Showcase Atlanta and is designed  
19 to cover tenant improvement costs that may otherwise prevent businesses from securing  
20 downtown space; and

21           **WHEREAS**, the \$62,500 portion of the Downtown Pop-Up Opportunity Fund that  
22 would come from Fulton County’s tax increment is already being held by Invest Atlanta,

1 does not impact Fulton County’s 2026 budget, and cannot be repurposed by Fulton  
2 County for any other purpose through 2038.

3 **WHEREAS**, pursuant to Resolution 98-1452, adopted on November 18, 1998, as  
4 amended by Resolution 05-0851 adopted on July 20, 2005, and Resolution 08-1010  
5 adopted on December 17, 2008 (collectively, the “County Resolution”), the Board of  
6 Commissioners of Fulton County consented to the inclusion of its ad valorem property tax  
7 increment to fund the Westside TAD through December 31, 2038; and

8 **WHEREAS**, the County Resolution requires that projects financed after December  
9 31, 2018, with Fulton County property tax increment generated within the geographical  
10 boundaries of the Westside TAD shall be subject to review by Fulton County; and

11 **WHEREAS**, Fulton County is a party to the bond obligations committed to by the  
12 Westside TAD and as such, must continue to contribute its tax increment payments to the  
13 Westside TAD until such bond obligations are paid in full through 2038; and

14 **WHEREAS**, the Fulton County Board of Commissioners recognizes that the  
15 highest and best use of all tax increment dollars contributed to the Westside TAD is to  
16 fund projects that will grow the tax base while addressing affordability and providing  
17 economic opportunity.

18 **NOW, THEREFORE BE IT RESOLVED**, that the Fulton County Board of  
19 Commissioners hereby consents to the use of a total of \$50,000 of Westside TAD tax  
20 increment dollars for the Small Business Improvement Grant program awardees detailed  
21 in Exhibit A described herein.

1           **BE IT FURTHER RESOLVED**, that the Fulton County Board of Commissioners  
2 consents to the use of \$62,500 of its Westside TAD tax increment dollars for the  
3 Downtown Pop-Up Opportunity Fund as described herein.

4           **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,  
5 Georgia, this 18th day of March 2026.

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**FULTON COUNTY  
BOARD OF COMMISSIONERS**

**Sponsored by:**

\_\_\_\_\_  
Dana Barrett, Commissioner  
(District 3)

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**EXHIBIT A:**  
**Small Business Improvement Grant (SBIG) Awards\***

<b>Grant Approval Date</b>	<b>Business Name</b>	<b>Address</b>	<b>Fulton County District</b>	<b>Total Grant \$</b>	<b>Fulton County Portion of Grant \$</b>
12/18/2025	Delilah's Everyday Soul	227 Mitchell Street SW, Atlanta, 30303	4	\$50,000	<b>\$12,500</b>
4/17/2025	The Vick at Healey	57 Forsyth Street, NW, Atlanta, 30303	4	\$50,000	<b>\$12,500</b>
10/16/2025	Crates	215 Mitchell Street SW, Atlanta, 30303	4	\$50,000	<b>\$12,500</b>
10/16/2025	Bottle Rocket Fine Food & Beverage	231 Mitchell Street SW, Atlanta, 30303	4	\$50,000	<b>\$12,500</b>
<b>Total</b>				<b>\$200,000</b>	<b>\$50,000</b>

*\*Note: This list only includes current Small Business Improvement Grants within the Westside TAD awaiting approval by the Fulton County Board of Commissioners. It is not a comprehensive list of all Small Business Grant Improvement Awardees.*

**Delilah's Everyday Soul**  
 227 Mitchell Street, Atlanta, 30303  
 Approval to Release Fulton County Portion of Westside TAD for the Small Business Improvement Grant

**Summary**

To authorize the release of \$12,500 of the Fulton County Increment set aside in the Westside TAD to be used as part of a Small Business Improvement Grant (SBIG) to fund interior and exterior improvements to Delilah's Everyday Soul.

**Funding Source**

Westside TAD Small Business Improvement Grant

**Location**

227 Mitchell Street, Atlanta, GA, 30303  
**Council District:** 4 **NPU:** M **APS District:** 1

**Timeline**

**Fulton County District:** 4  
 4-6 weeks  
 Construction Start Date: January 2026  
 Completion Date: March 2026

**Business Entity**

Delilah's on Hotel Row LLC

**Description**

Delilah's Everyday Soul is a well-loved soul food concept with a strong presence in Atlanta through its locations at Chattahoochee Food Works and Colony Square in the city of Atlanta, and Politan Row in Dunwoody. They are now expanding with their first stand-alone restaurant in South Downtown, located on historic Hotel Row.

With support from the SBIG program, these funds will enable a full buildout of the new location, including a complete kitchen, dining area, bar, furniture and fixtures, signage, and modern technology upgrades. These enhancements will create a fully functional, welcoming full-service restaurant,

**Development Budget**

Sources	Total
WTAD SBIG Grant	\$50,000
Business Owner Contributions	\$515,000
<b>Total Sources</b>	<b>\$565,000</b>
Uses	Total
Tenant Improvements	\$465,000
Fixtures/Furniture	\$50,000
Signage, Tile Entry, Awning, Exterior Lighting	\$50,000
<b>Total Uses</b>	<b>\$565,000</b>

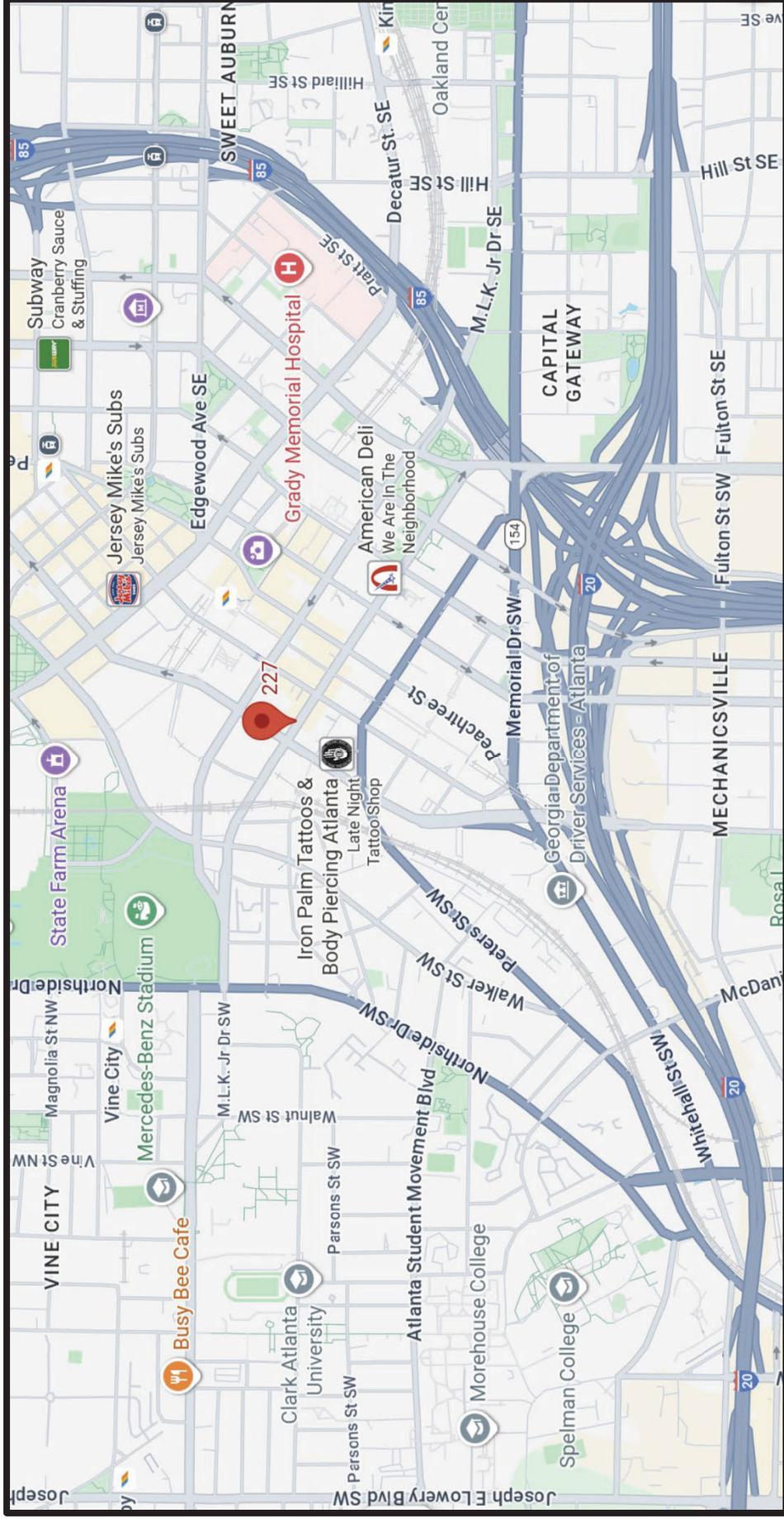
\*Fulton County's portion of the Westside TAD for the SBIG is 25%

**(\$12,500). Project Benefits**

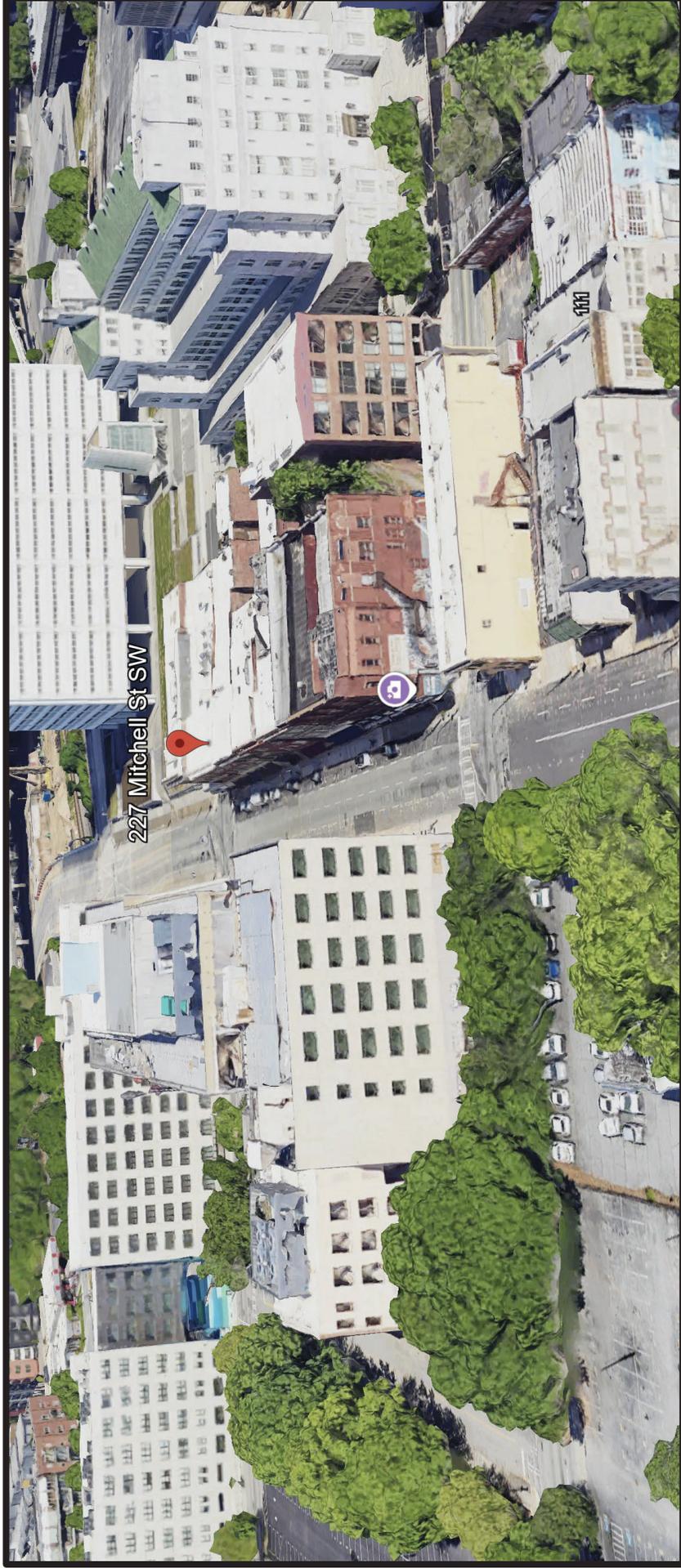
- Activates an underutilized commercial space in South Downtown, bringing new energy and activity to the area.
- Strengthens the growth and long-term sustainability of a local, independent business as they expand their footprint in South Downtown.
- Helps retain existing jobs and create new positions in the food service sector, further enhancing the economic vitality of South Downtown.

**Delilah's Everyday Soul**  
227 Mitchell Street, Atlanta, 30303  
Approval to Release Fulton County Portion of Westside TAD for the Small Business Improvement Grant

### Project Location



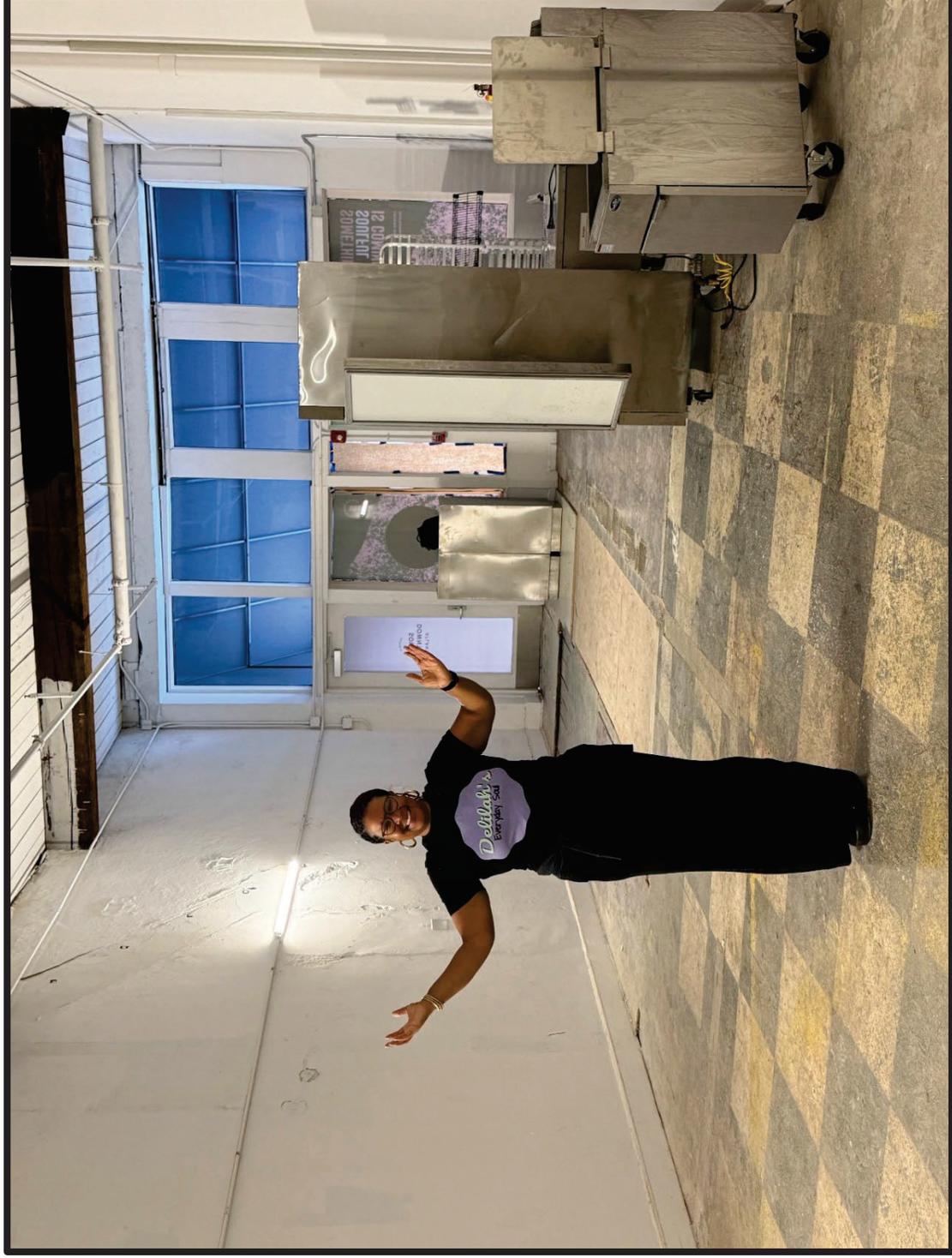
**Delilah's Everyday Soul**  
227 Mitchell Street, Atlanta, 30303  
Approval to Release Fulton County Portion of Westside TAD for the Small Business Improvement Grant



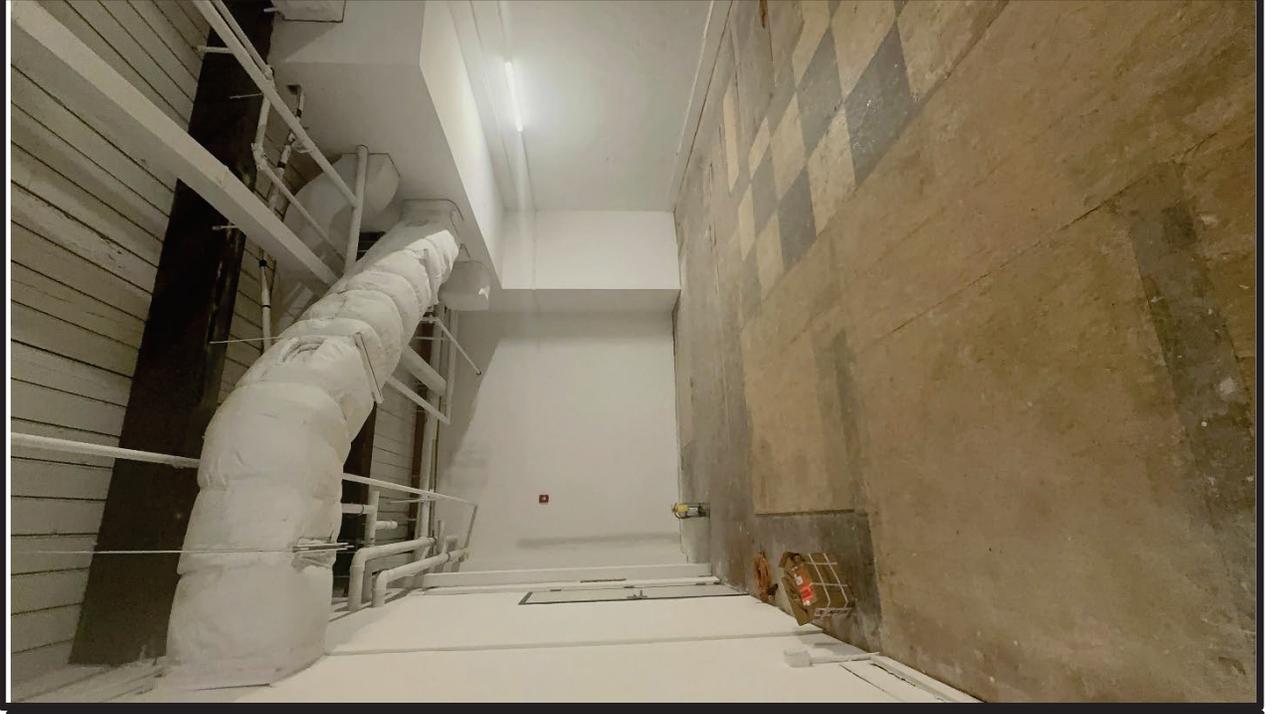
**Delilah's Everyday Soul**  
227 Mitchell Street, Atlanta, 30303  
Approval to Release Fulton County Portion of Westside TAD for the Small Business Improvement Grant

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**Project Photos**



**Delilah's Everyday Soul**  
227 Mitchell Street, Atlanta, 30303  
Approval to Release Fulton County Portion of Westside TAD for the Small Business Improvement Grant



**The Vick at Healey**  
 57 Forsyth Street NW, Atlanta, 30303  
 Approval to Release Fulton County Portion of Westside TAD for the Small Business Improvement Grant

**Summary** To authorize the release of \$12,500 of the Fulton County Increment set aside in the Westside TAD to be used as part of a Small Business Improvement Grant (SBIG) to fund interior and exterior improvements to The Vick at Healey.

**Funding Source** Westside TAD Small Business Improvement Grant

**Location** 57 Forsyth Street NW, Atlanta, GA 30303  
**Council District:** 4 **NPU:** M **APS District:** 1 **Fulton County District:** 4

**Timeline** 4-6 weeks  
 Construction Start Date: May 2025  
 Completion Date: July 2025

**Project Type** Full-Service Restaurant

**Business Entity** The Vick at Healey LLC *d/b/a* The Vick at Healey

**Description** The Vick at Healey will be the second location for Chef and owner Kadijah Vickers, who opened The Vick on Canton on Roswell’s Canton Street in 2021. Her Roswell location is open 5 days a week, serving breakfast, lunch and dinner, with live music from 6p – 9p Thursday through Sunday. A similar concept is envisioned for the downtown Atlanta location.

The proposed project will renovate the existing restaurant space, with upgrades to the dining room, kitchen, and interior and exterior surfaces. Support from the SBIG program will enable the business owner to do a full update of all areas of the restaurant, positioning her to open sooner, with a better build-out, and establish successful operations in advance of the World Cup in 2026.

**Development Budget**

Sources	Total
WTAD SBIG Grant	\$50,000
Business Owner Contributions	\$11,800
<b>Total Sources</b>	<b>\$61,800</b>

Uses	Total
Demo and site prep	\$4,000
Kitchen – cleaning and appliance installation	\$3,500
Plumbing, HVAC and Fire System repairs	\$7,000
Flooring	\$7,500
Restroom Updates	\$3,000
Electrical Updates	\$6,000
Interior Painting	\$10,000
Window sealing and repairs	\$3,000
Construction of new booths, stage and bar area	\$17,800
<b>Total Uses</b>	<b>\$61,800</b>

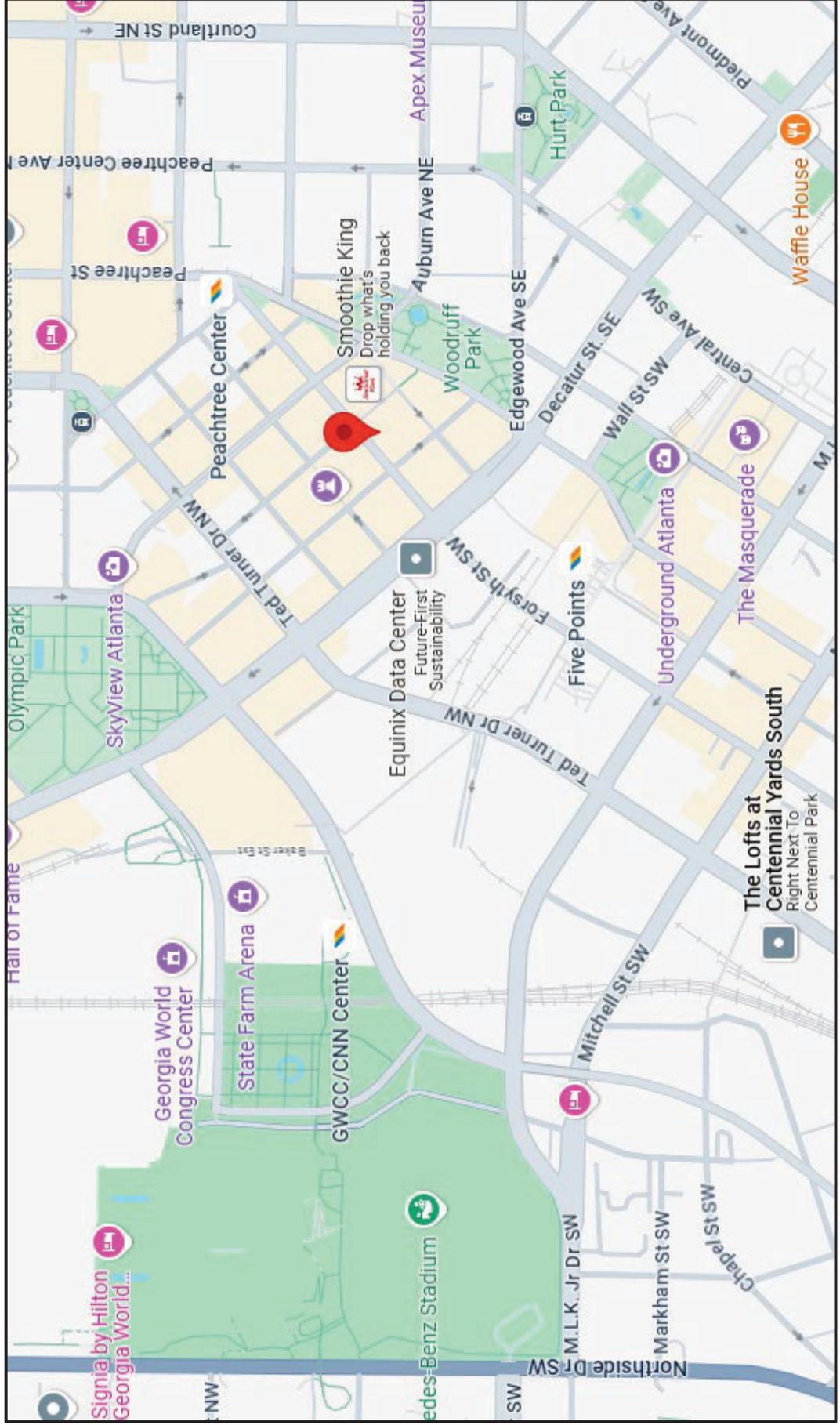
\*Fulton County’s portion of the Westside TAD for the SBIG is 25% (\$12,500).

**Project Benefits**

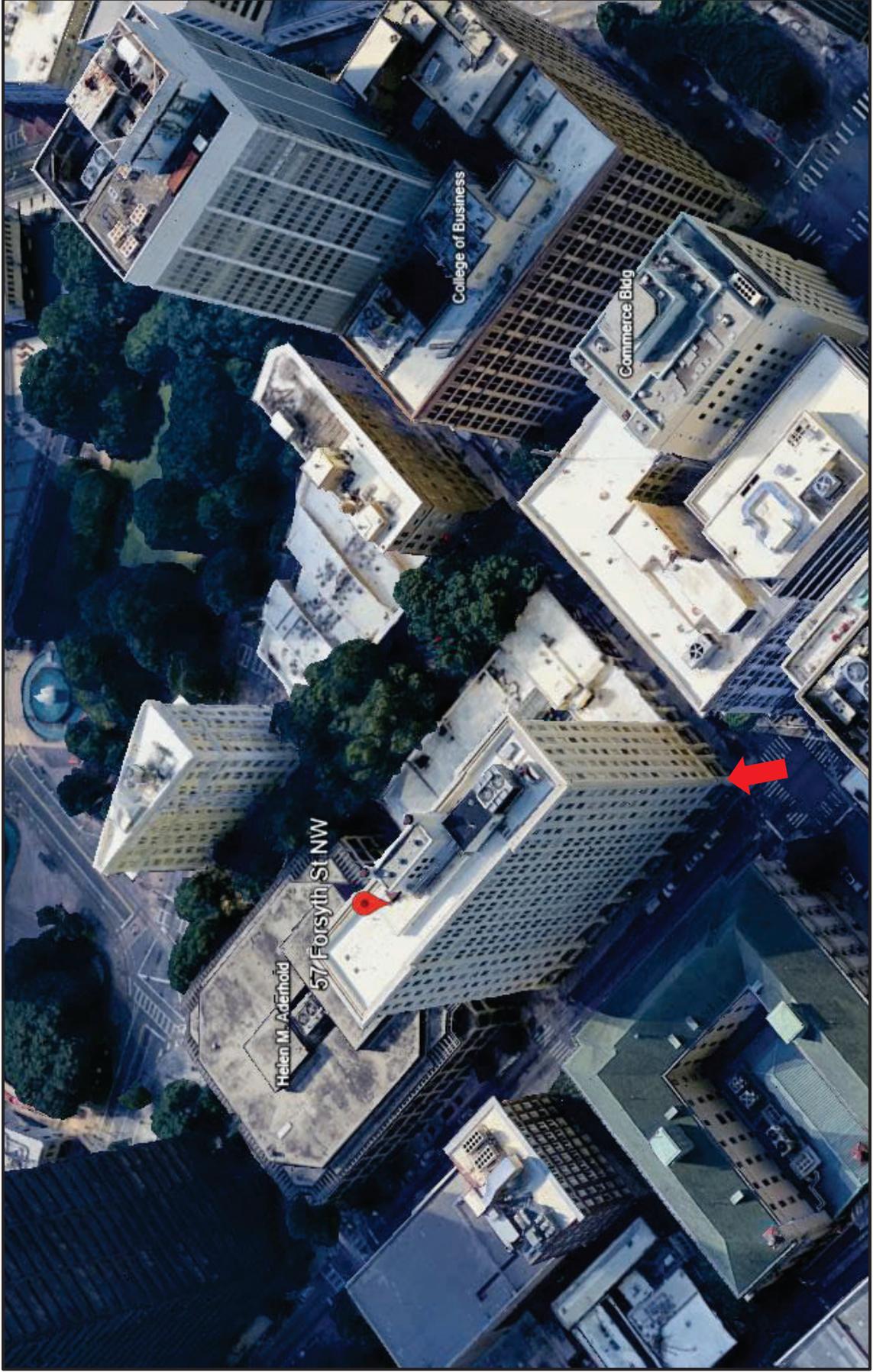
- Activates a currently vacant restaurant location in the Healey Building, adjacent to the Broad Street pedestrian activity center
- 2<sup>nd</sup> location, first location on Canton Street in Roswell
- Brings new full-service restaurant to the Downtown neighborhood, positioned to serve residents as well as visitors and tourists
- Creation of 7 new jobs

**The Vick at Healey**  
57 Forsyth Street, Atlanta, 30303  
Approval to Release Fulton County Portion of Westside TAD for the Small Business Improvement Grant

**Project Location Map**



**The Vick at Healey**  
57 Forsyth Street NW, Atlanta, 30303  
Approval to Release Fulton County Portion of Westside TAD for the Small Business Improvement Grant



**The Vick at Healey**  
57 Forsyth Street NW, Atlanta, 30303  
Approval to Release Fulton County Portion of Westside TAD for the Small Business Improvement Grant



**Crates**  
 215 Mitchell St. SW, Atlanta, 30303  
 Approval to Release Fulton County Portion of Westside TAD for the Small Business Improvement Grant

**Summary**

To authorize the release of \$12,500 of the Fulton County Increment set aside in the Westside TAD to be used as part of a Small Business Improvement Grant (SBIG) to fund interior and exterior improvements to Crates.

**Funding Source**

Westside TAD Small Business Improvement Grant

**Location**

215 Mitchell St SW, Atlanta GA, 30303  
**Council District:** 4 **NPU:** M **APS District:** 1  
**Fulton County District:** 4

**Timeline**

4-6 weeks  
 Construction Start Date: October 2025  
 Completion Date: January 2026

**Business Entity**

CratesATL LLC

**Description**

Crates is a music store that originally opened in Little Five Points in 2015. This is the second location, which has been open in South Downtown’s historic Hotel Row since April 2025. They are in need of essential upgrades.

With financial resources from the SBIG program, the project will fund new flooring, updated cabinetry, and enhanced lighting. Additional work will include key improvements to their HVAC and electrical systems to support efficient operations and sustainability.

**Development Budget**

Sources	Total
WTAD SBIG Grant	\$50,000
Business Owner Contributions	\$55,400
<b>Total Sources</b>	<b>\$105,400</b>
Uses	Total
Flooring	\$5,700
Cabinetry	\$54,000
Lighting	\$10,000
HVAC	\$12,500
Electrical	\$23,200
<b>Total Uses</b>	<b>\$105,400</b>

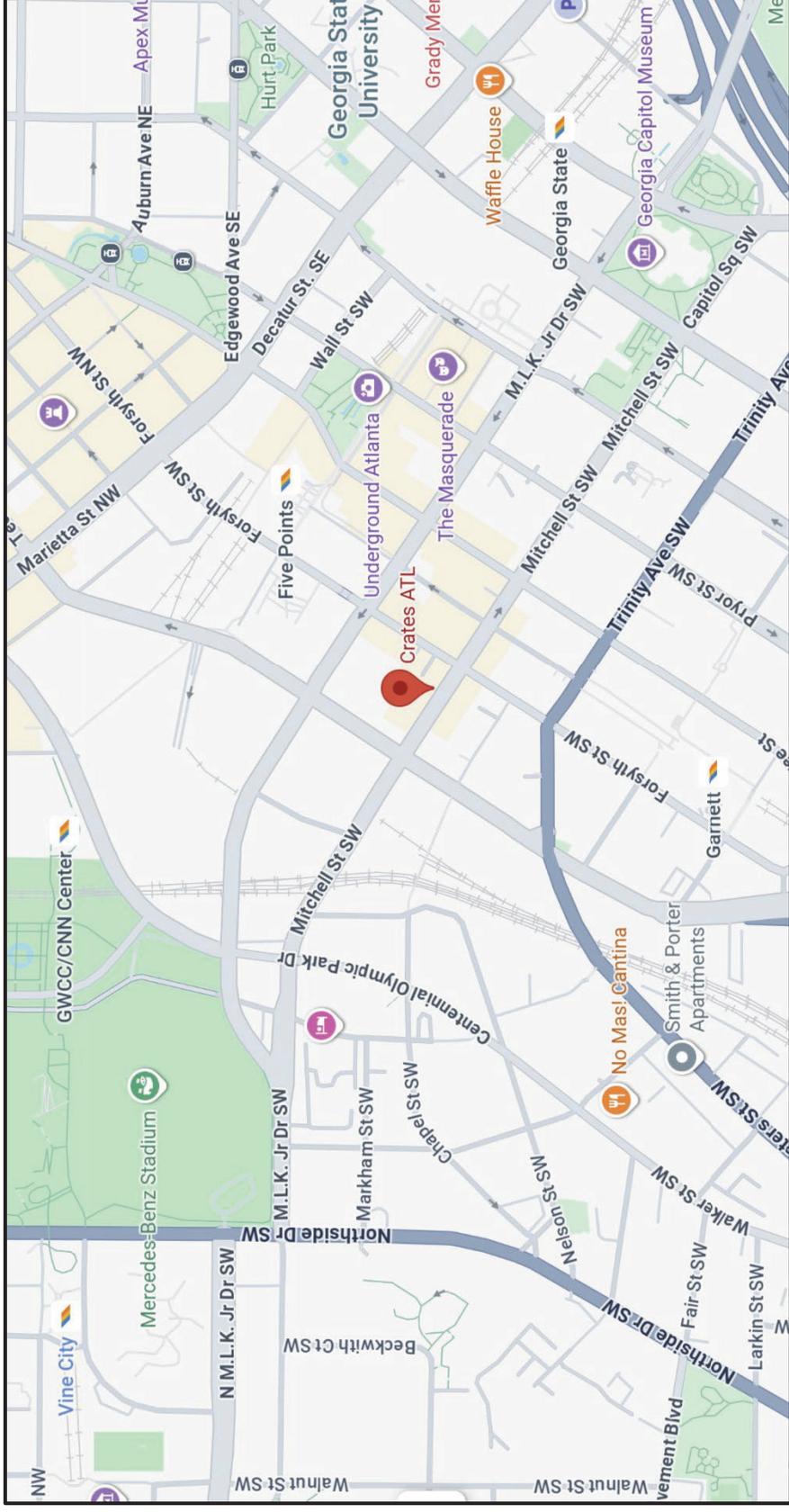
\*Fulton County’s portion of the Westside TAD for the SBIG is 25% (\$12,500).

**Project Benefits**

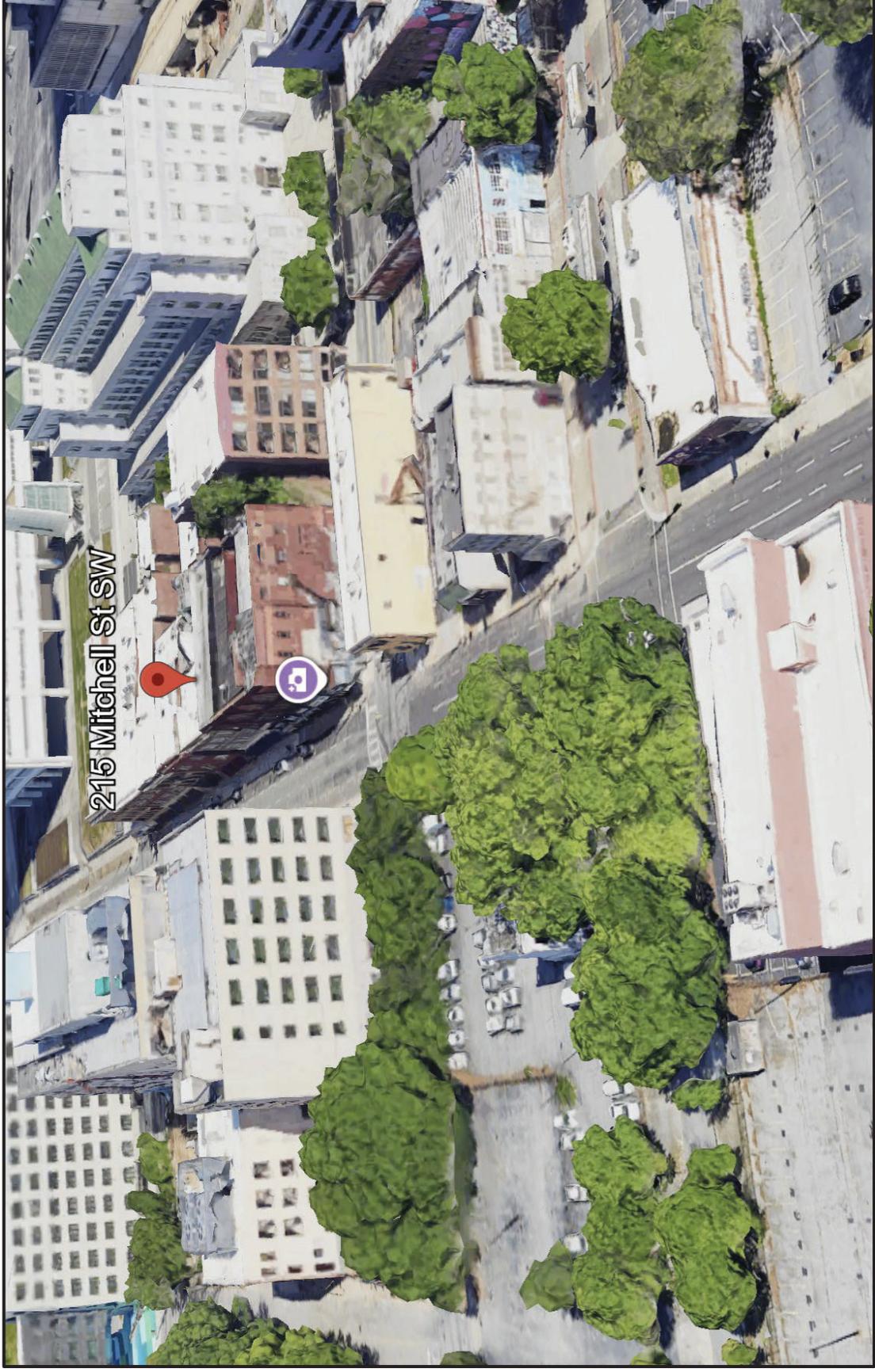
- Modernizes an existing commercial space to strengthen operations in the South Downtown market
- Upgrades core systems and infrastructure to ensure long-term functionality
- Enhances customer and employee experience through improvements to cabinetry, flooring, lighting, HVAC, and electrical systems
- Supports business growth, job retention, and the potential creation of new employment opportunities in the local community

**Crates**  
215 Mitchell Street, SW Atlanta, 30303  
Approval to Release Fulton County Portion of Westside TAD for the Small Business Improvement Grant

**Project Location**



**Crates**  
215 Mitchell Street, SW Atlanta, 30303  
Approval to Release Fulton County Portion of Westside TAD for the Small Business Improvement Grant



**Crates**  
215 Mitchell Street, SW Atlanta, 30303  
Approval to Release Fulton County Portion of Westside TAD for the Small Business Improvement Grant



**Bottle Rocket Fine Food & Beverage**  
 231 Mitchell St. SW, Atlanta, 30303

**Approval to Release Fulton County Portion of Westside TAD for Small Business Improvement Grant**

**Summary**

To authorize the release of \$12,500 of the Fulton County Increment set aside in the Westside TAD to be used as part of a Small Business Improvement Grant (SBIG) to fund interior and exterior improvements at Bottle Rocket Fine Food & Beverage.

**Funding Source** Westside TAD Small Business Improvement Grant

**Location** 231 Mitchell Street SW, Atlanta, Georgia, 30303  
**Council District:** 4 **NPU:** M **APS District:** 1  
**Fulton County District:** 4

**Timeline** 6-8 weeks  
 Construction Start Date: October 2025  
 Completion Date: January 2026

**Business Entity** Castleberry Co-op LLC

**Description** Castleberry Co-Op LLC dba Bottle Rocket Fine Food & Beverage has been a popular neighborhood restaurant in Castleberry Hill for the last fourteen years. They are now relocating a few blocks away to South Downtown’s historic Hotel Row.

This scope of work is part of a complete buildout that will allow them to expand their service and grow their business. Leveraging resources from the SBIG program, the project includes construction of a full kitchen, bar, and dining room. Exterior improvements include signage, entryway and window upgrades.

**Development Budget**

Sources	Total
WTAD SBIG Grant	\$50,000
Business Owner Contributions	\$22,000
<b>Total Sources</b>	<b>\$72,000</b>

Uses	Total
HVAC	\$25,000
Electrical Lighting: Kitchen & Bar	\$8,000
Exterior Improvements & Signage	\$6,500
Plumbing	\$10,000
Finishes (Ceiling Grid Systems, Wall Finishes)	\$22,500
<b>Total Uses</b>	<b>\$72,000</b>

\*Fulton County’s portion of the Westside TAD for the SBIG is 25% (\$12,500).

**Project Benefits**

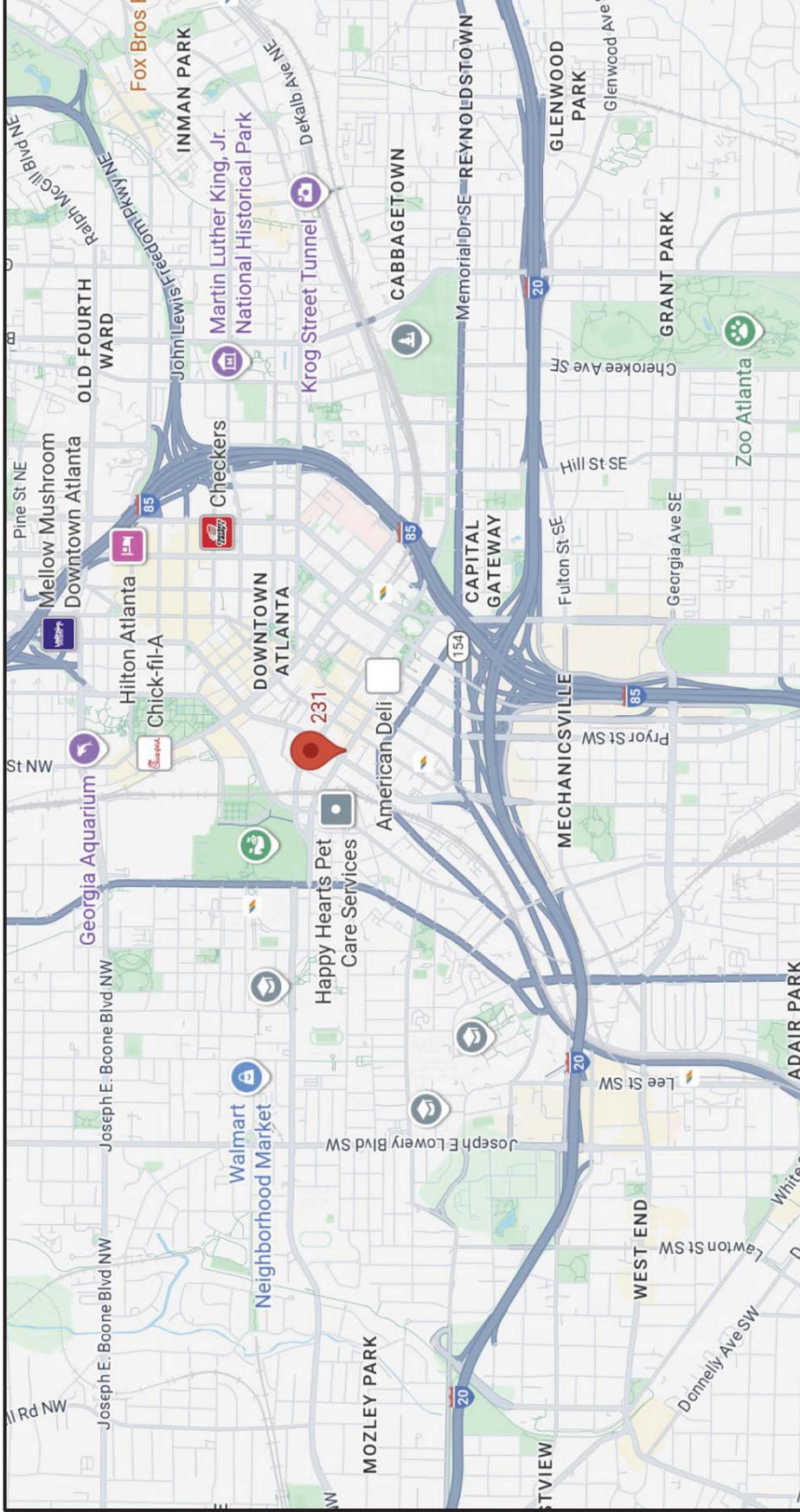
- Revitalizes a vacant commercial space in South Downtown’s Historic Hotel Row
- Enables the growth and long-term viability of a local, independent business as they relocate to continue operating in the downtown area
- Supports job retention and the creation of new opportunities in the food service sector, contributing to the vibrancy of South Downtown

# Bottle Rocket Fine Food & Beverage

231 Mitchell St. SW, Atlanta, 30303

Approval to Release Fulton County Portion of Westside TAD Small Business Improvement Grant

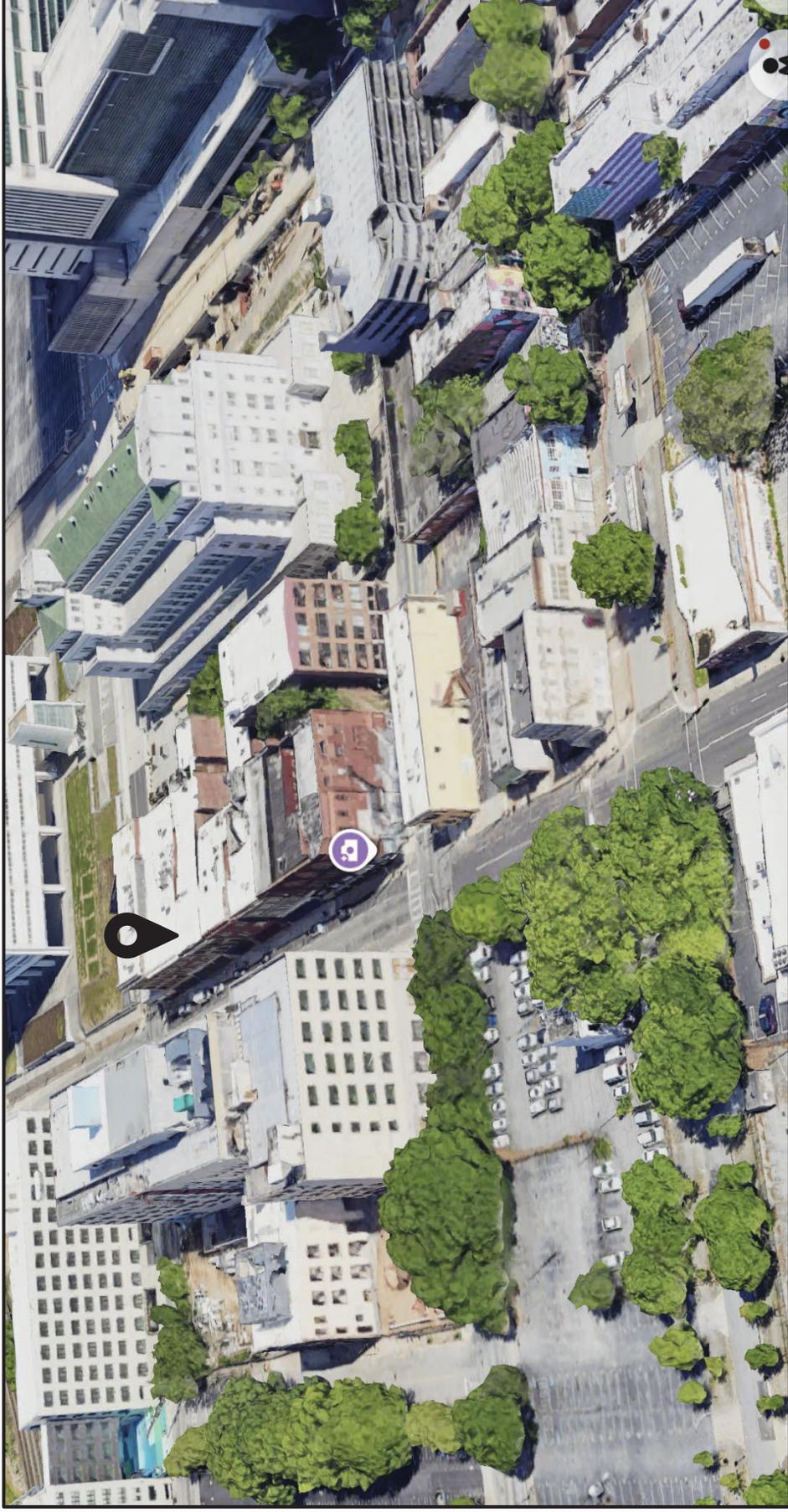
## Project Location



**Bottle Rocket Fine Food & Beverage**

231 Mitchell St. SW, Atlanta, 30303

Approval to Release Fulton County Portion of Westside TAD Small Business Improvement Grant



**Bottle Rocket Fine Food & Beverage**

231 Mitchell St. SW, Atlanta, 30303

Approval to Release Fulton County Portion of Westside TAD Small Business Improvement Grant



# Downtown Pop-Up Opportunity Fund

The **Downtown Pop-Up Opportunity Fund** is a grant initiative supported by the Eastside and Westside TADs. It is designed to accelerate the lease and activation of vacant or underutilized small commercial storefronts within the Eastside and Westside TADs (see map on the next page).

The program specifically supports independent, locally owned retail and restaurant businesses seeking to occupy storefront locations ahead of the 2026 FIFA World Cup and other upcoming large-scale events.

Grants range from **\$5,000 to \$50,000**, helping cover tenant improvement costs that may otherwise prevent businesses from securing downtown space.

The Fund is administered by Central Atlanta Progress in partnership with Invest Atlanta and Showcase Atlanta.

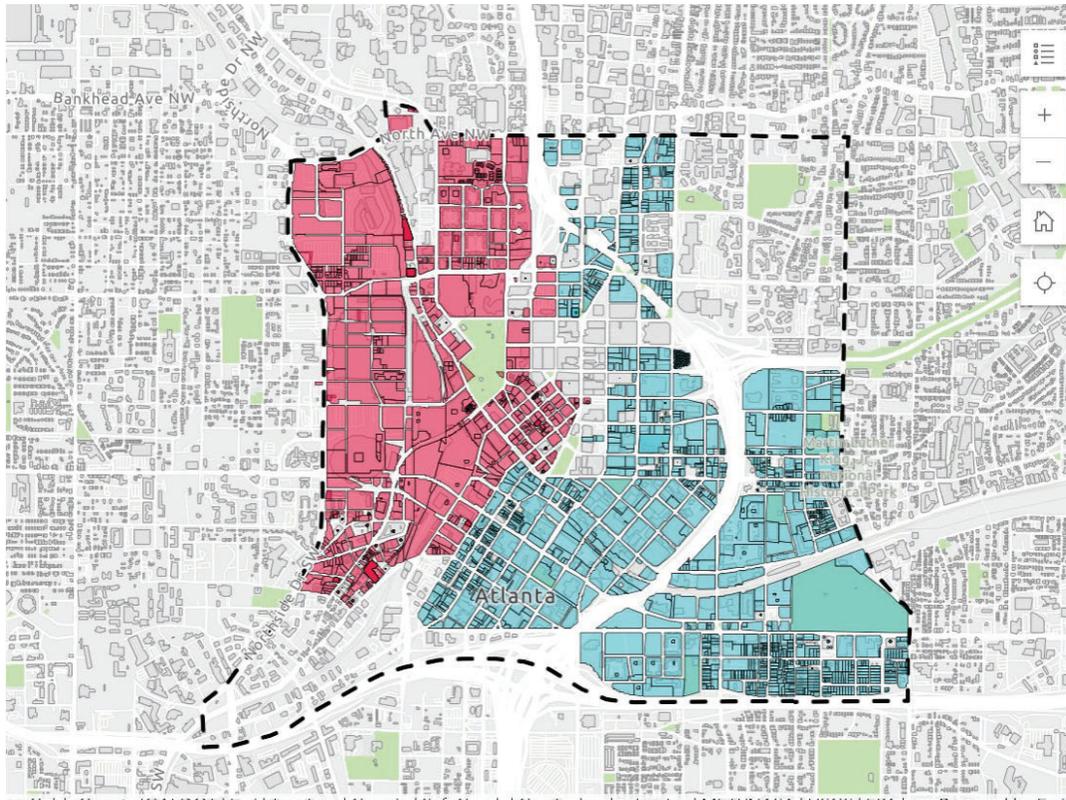
## **ELIGIBLE IMPROVEMENTS:**

Grant funds may be used for physical improvements in a previously vacant space that:

- Comply with local zoning, design and historic preservation guidelines.
- Enhance customer experience and storefront appearance, function, and condition.
- Examples include:
  - Construction of walls, ceilings, and structural elements
  - Flooring, painting, lighting
  - Booth-specific electrical, plumbing, and HVAC systems
  - Signage, canopies, awnings, vendor branding
  - Food prep surfaces, counters, fixed displays
  - Furniture, fixtures, and equipment (up to 20% of total grant)

# Downtown Pop-Up Opportunity Fund

## Map of Eastside and Westside TADs



## Sample Properties



Auburn Ave NE



Mitchell St SW

# Downtown Pop-Up Opportunity Fund



Broad St SW



Marietta St NW





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 26-0171

**Meeting Date:** 3/18/2026

---

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

Request approval of a Resolution to appropriate nine hundred seventy-five thousand dollars and zero cents (\$975,000.00) to the Atlanta Volunteer Lawyers Foundation to support services provided to survivors of intimate partner abuse and their families; and for other purposes. **(Abdur-Rahman)**

1 **A RESOLUTION TO APPROPRIATE NINE HUNDRED SEVENTY-FIVE THOUSAND**  
2 **DOLLARS AND ZERO CENTS (\$975,000.00) TO THE ATLANTA VOLUNTEER**  
3 **LAWYERS FOUNDATION TO SUPPORT SERVICES PROVIDED TO SURVIVORS**  
4 **OF INTIMATE PARTNER ABUSE AND THEIR FAMILIES; AND FOR OTHER**  
5 **PURPOSES.**

6  
7 **WHEREAS**, the Fulton County Board of Commissioners is responsible for  
8 appropriating County funds to support the effective administration of justice and the  
9 operation of the criminal justice system within Fulton County; and

10 **WHEREAS**, the Fulton County Board of Commissioners recognizes the  
11 importance of protecting its residents from intimate partner abuse, and guiding residents  
12 toward safety, stability, and justice; and

13 **WHEREAS**, the Atlanta Volunteer Lawyers Foundation, a 501(c)(3) non-profit  
14 founded in 1979, is the largest provider of pro bono legal services in Fulton County; and

15 **WHEREAS**, the Atlanta Volunteer Lawyers Foundation provides consultation and  
16 legal assistance to survivors of intimate partner abuse and families impacted by intimate  
17 partner abuse; and

18 **WHEREAS**, the Atlanta Volunteer Lawyers Foundation operates Safe Families  
19 Office inside of the Fulton County Courthouse serving Fulton County residents who are  
20 survivors of intimate partner abuse and their families; and

21 **WHEREAS**, the Safe Families Office is staffed by compassionate attorneys,  
22 social workers, paralegals, and law students, to make the legal system more accessible  
23 and less overwhelming for survivors of intimate partner abuse and their families; and

24 **WHEREAS**, the Atlanta Volunteer Lawyers Foundation and the Safe Families  
25 Office assist over 3,000 survivors each year, providing them with legal consultations,  
26 safety planning, and referrals to critical community resources; and

27           **WHEREAS**, the Atlanta Volunteer Lawyers Foundation and the Safe Families  
28 Office provide direct representation for temporary protective orders, which are the  
29 strongest legal safeguard for survivors and their families; and

30           **WHEREAS**, the Atlanta Volunteer Lawyers Foundation and the Safe Families  
31 Office spends on average 6.5 hours with each survivor who comes through the door at  
32 the Fulton County Courthouse, removing a significant burden on courthouse personnel  
33 and contributing extensively to judicial efficiency inside the courtroom; and

34           **WHEREAS**, the Atlanta Volunteer Lawyers Foundation and the Safe Families  
35 Office have lost Federal funding for the services provided to survivors of intimate  
36 partner abuse and their families; and

37           **WHEREAS**, the Fulton County Board of Commissioners recognizes that  
38 navigating the legal system can be overwhelming for many families and that lack of  
39 legal knowledge, financial barriers, and fear of retaliation make it hard to seek safety  
40 and justice; and

41           **WHEREAS**, the Fulton County Board of Commissioners wants to help break  
42 down barriers to safety and justice and ensure that survivors are not alone as they  
43 navigate the justice system; and

44           **WHEREAS**, the Fulton County Board of Commissioners believe that with the  
45 right support, survivors can secure safety, reclaim stability, and rebuild their future with  
46 confidence.

47           **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of  
48 Commissioners hereby appropriates nine hundred seventy-five thousand dollars and

49 zero cents (\$975,000.00) to the Atlanta Volunteer Lawyers Foundation to support  
50 services provided to survivors of intimate partner abuse and their families; and

51 **BE IT FURTHER RESOLVED**, that the County Manager and the Department of  
52 Finance are authorized and directed to allocate and administer the appropriated funds;  
53 and

54 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon  
55 adoption by the Fulton County Board of Commissioners.

56 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,  
57 Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

58 **FULTON COUNTY BOARD OF**  
59 **COMMISSIONERS**

60 **SPONSORED BY:**

61  
62  
63  
64  
65 \_\_\_\_\_  
66 Khadijah Abdur-Rahman, Vice Chair  
67 (District 6)

68  
69  
70  
71 **ATTEST:**

72  
73  
74 \_\_\_\_\_  
75 Tonya R. Grier, Clerk to the Commission

76 **APPROVED AS TO FORM:**

77  
78  
79 \_\_\_\_\_  
80 Y. Soo Jo, County Attorney  
81





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 26-0172

**Meeting Date:** 3/18/2026

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### Department

External Affairs

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

Presentation: 2026 Legislative Session Update.

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

Approve presentation

### 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:** Presentation of 2026 Legislative Session Update

**Community Impact:**

**Department Recommendation:**

**Project Implications:**

**Community Issues/Concerns:**

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**Agenda Item No.:** 26-0172

**Meeting Date:** 3/18/2026

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**Department Issues/Concerns:**

**Fiscal Impact / Funding Source**

**Funding Line 1:**

n/a





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 26-0173

**Meeting Date:** 3/18/2026

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

Discussion: District 4 Vacancy (**Arrington**)