

**FULTON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING**

June 7, 2023
10:00 AM



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



A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

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

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

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

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

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

CONSENT AGENDA**23-0361 Board of Commissioners**

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

23-0362 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Chasing the Dream Hank Aaron Bridge and Plaza Appreciation Day." **(Hall)**
May 18, 2023

Proclamation recognizing "Shoville Appreciation Day." **(Hall)**
May 27, 2023

Proclamation recognizing "Julius Ceasar Appreciation Day." **(Hall)**
May 27, 2023

Proclamation recognizing "Dr. Lisset Bird Pickens Appreciation Day." **(Hall)**
May 27, 2023

Proclamation recognizing "Motto Appreciation Day." **(Hall)**
May 27, 2023

Proclamation recognizing "Martell Holt Appreciation Day." **(Hall)**
May 27, 2023

Proclamation recognizing "Atlanta Caribbean Carnival Appreciation Day." **(Hall)**
May 27, 2023

Proclamation recognizing "Adrienne Grainger Smith Remembrance Day" **(Pitts)**
May 30, 2023

Proclamation recognizing "CNN Appreciation Day." **(Abdur-Rahman)**
June 1, 2023

Proclamation recognizing "BreAsia Denna Powell Remembrance Day."
(Abdur-Rahman)
June 2, 2023

Proclamation recognizing "Mary Louise Parker Remembrance Day."
(Abdur-Rahman/Pitts)
June 2, 2023

Proclamation recognizing “Travis Harper Appreciation Day.” **(Abdur-Rahman)**
June 3, 2023

Proclamation recognizing “Southwest Atlanta High School Class of 1973
Appreciation Week.” **(Abdur-Rahman)**
June 3-11, 2023

Proclamation recognizing “Harry A. Jordan, Jr. Appreciation Day.” **(Pitts)**
June 6, 2023

Commissioners' District Board Appointments

23-0363

Board of Commissioners

FULTON COUNTY CITIZENS COMMISSION ON THE ENVIRONMENT

The Fulton County Citizens Commission on the Environment shall consist of citizens from throughout Fulton County to be appointed by the Members of the Board of Commissioners. There shall be fourteen (14) members to serve on the Commission. In making such appointments, the Fulton County Board of Commissioners shall ensure that the terms of appointment are staggered. Each District Commissioner shall appoint one Commission member to a four (4) year term. Each District Commissioner shall also appoint one Commission member to a two (2) year term to ensure staggered terms. After the expiration of each appointee’s initial term, the regular term of office for such an appointee shall be four (4) years. No term of any member shall extend beyond the term of the District Commissioner who appointed the member to serve on the Fulton County Citizens Commission on the Environment; however, each member may continue to serve beyond his/her term until replaced. After the expiration of any appointee’s initial term, the Commission may recommend to the Fulton County Board of Commissioners a list of eligible persons for consideration as appointees to the Commission.

Staggered Terms

Term = 2 Years

Term = 4 Years

Term = Four-year terms, however initially each District Commissioner appoints one member to a two-year term and one member to a four-year term

Terms below expired: 12/31/2022

Lynn McIntyre **(Hausmann)**

Christopher Lemons **(Arrington)**

Mandisha Thomas **(Abdur-Rahman)**

Belinda Morrow **(Vacant) (Pitts) (Resigned)**

Chairman Pitts has nominated Danyell Little to replace Belinda Morrow for a District appointment to a term ending December 31, 2024.

Arts and Libraries**23-0364 Arts and Culture**

Request approval of a Change in Award from Orchestra Noir to Q. Parker Foundation for the purpose of awarding funding in the total amount of \$ 15,000.00 (Non-recurring) Approved by the Board of Commissioners Agenda Item #23-0044 FY2023 Final Adopted Budget Line J.

Open & Responsible Government**23-0365 County Manager**

Request approval of an agreement between Fulton County, Georgia, the Tax Commissioner of Fulton County, Georgia and the City of South Fulton, Georgia for the billing and collection of solid waste fees.

Justice and Safety**23-0366 Emergency Services**

Request approval of an Intergovernmental Agreement between Fulton County and Fulton County School Police for the provision of the Digital 800 MHz Radio System Access. The IGA is retroactive January 1, 2023, through December 31, 2023, with three (3) automatic renewals commencing on January 1 of each successive year, ending December 31, 2026.

23-0367 Juvenile Court

Request approval of a Resolution approving the acceptance of saplings from Trees Atlanta, Inc. for the purpose of supporting Juvenile Court's Courtyard of Second Chances Project located at 395 Pryor Street SW, Atlanta, Georgia; and for other purposes.

REGULAR MEETING AGENDA**23-0368 Board of Commissioners**

Adoption of the Regular Meeting Agenda.

23-0369 Clerk to the Commission

Ratification of Minutes.

Regular Meeting Minutes, May 3, 2023

Recess Meeting Post Agenda Minutes, May 17, 2023

Special Called Post Agenda Minutes, May 22, 2023

23-0370 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "Art Geter Appreciation Day." **(Arrington)**

PUBLIC HEARINGS**23-0371 Board of Commissioners**

Public Comment - Citizens are allowed to voice County related opinions, concerns, requests, etc. during the Public Comment portion of the Commission meeting. **Priority for public comment will be given to Fulton County citizens and those individuals representing businesses or organizations located within Fulton County, including their employees, whether such persons are commenting in-person, via emails or via Zoom or other electronic media (i.e., phone call). Non-Fulton County citizens will only be heard after all in-person Fulton County citizens, representatives of business and organizations located within Fulton County, including their employees, have been heard and the time allotted for public comment has not expired, except as otherwise provided in this code section. County staff shall verify the residency of each public speaker prior to such person being heard by the board. Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed 30 minutes at the Regular Meeting, nor will this portion exceed thirty minutes at the Recess Meeting.** In the event the 30-minute time limit is reached prior to public comments being completed, public comment will be suspended and the business portion of the BOC meeting will commence. Public comment will resume at the end of the meeting. Similarly, written comments (that were timely submitted) not previously read, may be read at the end of the meeting. For more information or to arrange a speaking date, contact the Clerk's Office.

COUNTY MANAGER'S ITEMS**Open & Responsible Government****23-0372 Finance**

Review and approval of June 7, 2023 Budget Soundings

23-0373 Human Resources Management

Request approval to modify the classification section of the Classification and Compensation Plan by adding the new titles of Legislative Policy Analyst (grade 19), Water Meter Specialist (grade 9), Senior Water Meter Specialist (grade 11), Director of Communications, Sheriff (grade 27) and by changing the salary range for the classification of Purchasing Cards Program Coordinator from grade 18 to grade 17.

23-0374 Real Estate and Asset Management

Request approval to increase the spending authority - Department of Real Estate and Asset Management, 22ITB134894C-MH, Maintenance and Testing of Fire Intrusion Alarm Systems in the amount of \$35,975.00 with Entec Systems, Inc. (Suwanee, GA), to provide immediate replacement of obsolete fire alarm control panel at the Fulton County Health and Human Services facility located at 4700 North Point Parkway, Alpharetta, GA 30022. Effective upon BOC approval.

23-0375 Real Estate and Asset Management

Request approval to increase the spending authority - Department of Real Estate and Asset Management, 22ITB134949C-GS, Tree Removal Services Countywide in the amount of \$75,000.00 with ArborServ, Inc. (Lithonia, GA), to provide additional tree removal services and related debris clean-up in support of landscape renovation projects at selected Fulton County libraries approved and funded as a part of the FY 2023 facilities capital plan. Effective upon BOC approval.

23-0376 Real Estate and Asset Management

Request approval to increase the spending authority - Department of Real Estate and Asset Management, 20ITB125775C-CG (B), Electrical On Call Maintenance Services Countywide in the total amount of \$138,500.00 with ALL-N-1 Security Services, Inc. (Atlanta, GA), to provide immediate replacement and installation of 1,065 emergency exit lights in the Fulton County Government Center and Justice Center Complexes located at 141 Pryor Street, SW, Atlanta, GA 30303 and 185 Central Avenue, SW, Atlanta, GA 30303. Effective upon BOC approval.

23-0377 Real Estate and Asset Management

Request approval to accept a name change and authorizing the Department of Purchasing & Contract Compliance to reflect the name change of CBRE Heery, LLC (affiliate with CBRE Heery/Russell - a joint venture; Heery International, Inc./McAfee3; and CBRE Heery + Russell) to Turner & Townsend Heery, LLC. Effective upon BOC approval.

23-0378 Real Estate and Asset Management

Request approval of a recommended proposal - Fulton County Department of Real Estate and Asset Management, RFP#23RFP041723K-JA, Design/Build Services for the Fulton County Behavioral Health Crisis Center in the total amount of \$11,377,902.00 with Hogan Construction Group, LLC (Norcross, GA), to provide Design/Build services for the construction of the Fulton County Behavioral Health Crisis Unit at the Oak Hill Child Adolescent & Family Center located at 2805 Metropolitan Parkway, SW, Atlanta, GA 30315. Effective upon issuance of Notice to Proceed (NTP) through the anticipated issuance of a Temporary Certificate of Occupancy (TCO) after 217 calendar days or until completion of the construction project as determined by Fulton County.

Health and Human Services**23-0379 Community Development**

Request approval of a Resolution by the Board of Commissioners to authorize the adoption and approval of the 2023 HUD Annual Action Plan to secure federal funds supporting projects and services needed by its low- and moderate-income citizens. Funding is as follows: Community Development Block Grant Program (CDBG) in the amount of \$1,475,286.00 and HOME Investment Partnership Program in the amount of \$775,570.00. A Fulton County general fund match is not required for the CDBG Program. Fulton County uses its general fund to support the required 25% match for the HOME program.

23-0380 Community Development

Request approval of a contract between Fulton County and Next Level Boys Academy, LLC in the amount of \$75,000.00 to provide services for youth and young adults in Fulton County; and to authorize the Chairman to disburse funds and execute and administer contracts, and other related documents consistent with any necessary agreement in support of this funding allotment.

Justice and Safety**23-0381 Sheriff**

Request approval to amend an existing contract - Sheriff's Office, 17RFP07012016B-BR, Inmate Medical Services with NaphCare of Fulton County, LLC (Birmingham, AL) in the amount of \$4,786,187.20 to provide physical and mental health services to inmates at the Fulton County Jail facilities which includes Rice Street Jail, Atlanta City Detention Center, and Alpharetta Jail . Effective July 1, 2023 through December 31, 2023.

23-0382 Sheriff

Request approval to accept the assignment and assumption of the contract - Sheriff's Office, pursuant to Article 29 (Assignability) of the Contract, the County consents to the assignment of Contract 17RFP07012016B-BR, Inmate Medical Services with NaphCare, Inc. to NaphCare of Fulton County, LLC and authorizing the Department of Purchasing & Contract Compliance to reflect the name change. Effective upon BOC approval.

COMMISSIONERS' ACTION ITEMS**23-0383 Board of Commissioners**

Request approval of an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article 2 (County Governing Authority), Division 2 (Rules of Order and Procedure), Section 101-66 (b)(1) of the Fulton County Code of Ordinances in order to impose a distribution requirement before a member of the Fulton County Board of Commissioners may place a proposed Resolution or Ordinance on the Agenda for consideration or final vote; to require that the proposed Resolution or Ordinance appear as a discussion item at the first meeting in which it is introduced and voted on at the second meeting; and for other purposes. **(Arrington)**

23-0384 Board of Commissioners

Request approval an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article 2 (County Governing Authority), Division I (Generally), to create a new section 101-75 of the Fulton County Code of Laws to provide a fair, open and transparent procedure for the Board of Commissioners to make Full Board Appointments to various Boards, Commissions, Taskforces, Committees, Councils and Authorities affiliated with, or operating on behalf of Fulton County, Georgia; and for other purposes. **(Arrington)**

23-0385 Board of Commissioners

Request an Ordinance to amend Chapter 2, Article II, Division 2, Section 2-80 of the Code of Laws of Fulton County relating to the Code of Ethics regarding nominations to the Fulton County Board of Ethics to replace the disbanded Fulton County Personnel Board with the South Fulton Chamber of Commerce, Inc., and for other purposes. **(Pitts)**

Commissioners' Full Board Appointments**23-0386 Board of Commissioners**
BOARD OF REGISTRATION AND ELECTIONS

The Board shall be composed of five members, each of whom shall be an elector and resident of Fulton County, who shall be appointed in the following manner:

- (1) Two members shall be appointed by the governing authority of Fulton County from nominations made by the chairperson of the county executive committee of the political party whose candidates at the last preceding regular general election held for the election of all members of the General Assembly received the largest number of votes in this state for members of the General Assembly;
- (2) Two members shall be appointed by the governing authority of Fulton County from nominations made by the chairperson of the county executive committee of the political party whose candidates at the election described in paragraph (1) of this section received the second largest number of such votes; and,
- (3) One member shall be appointed by the governing authority of Fulton County, which member shall be designated permanent chairperson of the board.

Term = 2 Years

Term below expires: 6/30/2025
Patrice Perkins-Hooker (**Chair/BOC**)

Terms below expire: 6/30/2023
Dr. Kathleen Ruth (**Fulton County Republican Party/BOC**)
Mark Wingate (**Fulton County Republican Party/BOC**)
Aaron Johnson (**Fulton County Democratic Party/BOC**)
Teresa K. Smith Crawford (**Fulton County Democratic Party/BOC**)

The Fulton County Republican Party has nominated Mike Heekin to replace Dr. Kathleen Ruth for a Full Board appointment (effective July 1, 2023) to a term ending June 30, 2025.

23-0387 Board of Commissioners
BOARD OF REGISTRATION AND ELECTIONS

The Board shall be composed of five members, each of whom shall be an elector and resident of Fulton County, who shall be appointed in the following manner:

(1) Two members shall be appointed by the governing authority of Fulton County from nominations made by the chairperson of the county executive committee of the political party whose candidates at the last preceding regular general election held for the election of all members of the General Assembly received the largest number of votes in this state for members of the General Assembly;

(2) Two members shall be appointed by the governing authority of Fulton County from nominations made by the chairperson of the county executive committee of the political party whose candidates at the election described in paragraph (1) of this section received the second largest number of such votes; and,

(3) One member shall be appointed by the governing authority of Fulton County, which member shall be designated permanent chairperson of the board.

Term = 2 Years

Term below expires: 6/30/2025

Patrice Perkins-Hooker (**Chair/BOC**)

Terms below expire: 6/30/2023

Dr. Kathleen Ruth (**Fulton County Republican Party/BOC**)

Mark Wingate (**Fulton County Republican Party/BOC**)

Aaron Johnson (**Fulton County Democratic Party/BOC**)

Teresa K. Smith Crawford (**Fulton County Democratic Party/BOC**)

The Fulton County Republican Party has nominated Jason Frazier to replace Mark Wingate for a Full Board appointment (effective July 1, 2023) to a term ending June 30, 2025.

23-0388 Board of Commissioners
BOARD OF REGISTRATION AND ELECTIONS

The Board shall be composed of five members, each of whom shall be an elector and resident of Fulton County, who shall be appointed in the following manner:

(1) Two members shall be appointed by the governing authority of Fulton County from nominations made by the chairperson of the county executive committee of the political party whose candidates at the last preceding regular general election held for the election of all members of the General Assembly received the largest number of votes in this state for members of the General Assembly;

(2) Two members shall be appointed by the governing authority of Fulton County from nominations made by the chairperson of the county executive committee of the political party whose candidates at the election described in paragraph (1) of this section received the second largest number of such votes; and,

(3) One member shall be appointed by the governing authority of Fulton County, which member shall be designated permanent chairperson of the board.

Term = 2 Years

Term below expires: 6/30/2025

Patrice Perkins-Hooker (**Chair/BOC**)

Terms below expire: 6/30/2023

Cathy Woolard (**Chair/BOC/Pitts**)

Dr. Kathleen Ruth (**Fulton County Republican Party/BOC**)

Mark Wingate (**Fulton County Republican Party/BOC**)

Aaron Johnson (**Fulton County Democratic Party/BOC**)

Teresa K. Smith Crawford (**Fulton County Democratic Party/BOC**)

The Fulton County Democratic Party has nominated Teresa K. Smith Crawford for a Full Board reappointment to a term ending June 30, 2025.

23-0389 Board of Commissioners
BOARD OF REGISTRATION AND ELECTIONS

The Board shall be composed of five members, each of whom shall be an elector and resident of Fulton County, who shall be appointed in the following manner:

(1) Two members shall be appointed by the governing authority of Fulton County from nominations made by the chairperson of the county executive committee of the political party whose candidates at the last preceding regular general election held for the election of all members of the General Assembly received the largest number of votes in this state for members of the General Assembly;

(2) Two members shall be appointed by the governing authority of Fulton County from nominations made by the chairperson of the county executive committee of the political party whose candidates at the election described in paragraph (1) of this section received the second largest number of such votes; and,

(3) One member shall be appointed by the governing authority of Fulton County, which member shall be designated permanent chairperson of the board.

Term = 2 Years

Term below expires: 6/30/2025
Patrice Perkins-Hooker (**Chair/BOC**)

Terms below expire: 6/30/2023
Cathy Woolard (**Chair/BOC/Pitts**)
Dr. Kathleen Ruth (**Fulton County Republican Party/BOC**)
Mark Wingate (**Fulton County Republican Party/BOC**)
Aaron Johnson (**Fulton County Democratic Party/BOC**)
Teresa K. Smith Crawford (**Fulton County Democratic Party/BOC**)

The Fulton County Democratic Party has nominated Aaron Johnson for a Full Board reappointment to a term ending June 30, 2025.

23-0390 Board of Commissioners
FULTON COUNTY BOARD OF TAX ASSESSORS

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

Term = 4 years.

Term below expires: 6/30/2023

Salma Ahmed (**Post 3**) (**BOC-North Fulton/Pitts**)

Chairman Pitts and Commissioner Abdur-Rahman have nominated Lee Morris to replace Salma Ahmed (Post 3), upon the completion of the current term (June 30, 2023), for a Full Board appointment to a term ending June 30, 2027.

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS

Justice and Safety

- 23-0391 Sheriff**
Presentation and discussion of Fulton County Sheriff's Office (FCSO) Bridging Plan.

EXECUTIVE SESSION

- 23-0392 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

Agenda Item No.: 23-0362

Meeting Date: 6/7/2023

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Chasing the Dream Hank Aaron Bridge and Plaza Appreciation Day.”
(Hall)

May 18, 2023

Proclamation recognizing “Shoville Appreciation Day.” **(Hall)**

May 27, 2023

Proclamation recognizing “Julius Ceasar Appreciation Day.” **(Hall)**

May 27, 2023

Proclamation recognizing “Dr. Lisset Bird Pickens Appreciation Day.” **(Hall)**

May 27, 2023

Proclamation recognizing “Motto Appreciation Day.” **(Hall)**

May 27, 2023

Proclamation recognizing “Martell Holt Appreciation Day.” **(Hall)**

May 27, 2023

Proclamation recognizing “Atlanta Caribbean Carnival Appreciation Day.” **(Hall)**

May 27, 2023

Proclamation recognizing “Adrienne Grainger Smith Remembrance Day” **(Pitts)**

May 30, 2023

Proclamation recognizing “CNN Appreciation Day.” **(Abdur-Rahman)**

June 1, 2023

Proclamation recognizing “BreAsia Denna Powell Remembrance Day.” **(Abdur-Rahman)**

June 2, 2023

Proclamation recognizing “Mary Louise Parker Remembrance Day.” **(Abdur-Rahman/Pitts)**

June 2, 2023

Proclamation recognizing “Travis Harper Appreciation Day.” **(Abdur-Rahman)**

Agenda Item No.: 23-0362

Meeting Date: 6/7/2023

June 3, 2023

Proclamation recognizing "Southwest Atlanta High School Class of 1973 Appreciation Week."
(Abdur-Rahman)

June 3-11, 2023

Proclamation recognizing "Harry A. Jordan, Jr. Appreciation Day." **(Pitts)**

June 6, 2023



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0364

Meeting Date: 6/7/2023

Department

Arts and Culture

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

Request approval of a Change in Award from Orchestra Noir to Q. Parker Foundation for the purpose of awarding funding in the total amount of \$15,000.00 (Non-recurring) Approved by the Board of Commissioners Agenda Item 23-0044 FY2023 Final Adopted Budget Line J.

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 Fulton County Department of Arts and Culture recommends the approval of a Change in Award from Orchestra Noir that appears on the January 18, 2023 post agenda minutes, Agenda Item 23-0044, FY 2023 Final Adopted Budget, Line J

Community Impact: Music Education services are provided on a scheduled basis for the benefit of Fulton County citizens and visitors

Department Recommendation: Approval of a Change in Award from Orchestra Noir to the Q. Parker Foundation in the amount of \$15,000 for artistic programming.

Project Implications: Ensure community education and participation in arts and culture 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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0365

Meeting Date: 6/7/2023

Department

County Manager

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

Request approval of an agreement between Fulton County, Georgia, the Tax Commissioner of Fulton County, Georgia and the City of South Fulton, Georgia for the billing and collection of solid waste fees.

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

**AGREEMENT BETWEEN FULTON COUNTY, GEORGIA,
THE TAX COMMISSIONER OF FULTON COUNTY,
GEORGIA AND THE CITY OF SOUTH FULTON,
GEORGIA FOR
THE BILLING AND COLLECTION OF
SOLID WASTE FEES**

This Agreement is made as of the date of the last signature affixed hereto by and between Fulton County, Georgia, a political subdivision of the State of Georgia, by and through its Board of Commissioners ("Fulton County"), the Tax Commissioner of Fulton County, Georgia (the "Tax Commissioner"), and the City of South Fulton, Georgia, a municipal corporation of the State of Georgia, by and through its governing body (the "City of South Fulton"), (Fulton County, the Tax Commissioner and the City of South Fulton hereinafter referred to, collectively, as the "Parties").

WITNESSETH:

WHEREAS, pursuant to the laws and Constitution of the State of Georgia, the Tax Commissioner bills, processes, receives and collects ad valorem taxes and fees levied on property existing in Fulton County;

WHEREAS, pursuant to O.C.G.A § 12-8-39.3, any city that operates a solid waste handling facility and/or provides solid waste collection services or both and levies, collects taxes, fees, and/or assessments to accomplish this purpose is also authorized to enforce by ordinance or resolution the collection of taxes, fees, or assessments due to the city in the same manner as authorized by law for the enforcement of the collection and payment of state taxes, fees, or assessments and any such ordinance or resolution enacted by a county governing authority may provide that the tax commissioner or tax collector for such county shall be the officer charged with the enforcement of its provisions;

WHEREAS, pursuant to the laws and Constitution of the State of Georgia and the provisions of O.C.G.A. § 48-5-359.1, Fulton County may contract with the City of South Fulton for the purpose of billing, processing, receiving, and collecting fees levied by and on behalf of the City of South Fulton, Georgia;

WHEREAS, the City of South Fulton, Fulton County and the Tax Commissioner, on August 2, 2017, entered into a billing and collection agreement for the processing and collection of ad valorem taxes levied on behalf of the City;

WHEREAS, it is in the best interests of the Parties, in order to provide the taxpayers and citizens of Fulton County and the City of South Fulton with more efficient governmental services, that this Agreement be entered into for the billing and collection of the City's solid waste fees;

WHEREAS, Section 1.12 (7) (Municipal Powers) of the City of South Fulton Charter authorizes the City to enter into contract and agreements with other governments;

WHEREAS, Section 1.12 (37) and (39) of the City of South Fulton Charter further authorizes for the collection and/or regulation of the disposal of garbage, rubbish, refuse and other materials and to also provide for the collection of special assessments to cover the costs of any public improvement;

WHEREAS, on January 24, 2023, the City of South Fulton approved the solid waste contract between the City and WastePro for its residential solid waste collection;

WHEREAS, pursuant to the laws and Constitution of the State of Georgia and the applicable provisions of O.C.G.A. § 48-5-359.1, any agreement between Fulton County and a municipality for the billing and collection of solid waste fees shall specify an amount to be paid by the municipality to Fulton County as compensation for such solid waste billing and collection services, which amount shall substantially approximate the cost to Fulton County of providing said billing and collection services;

WHEREAS, as payment for said solid waste billing and collection services, Fulton County shall be compensated by the City of South Fulton in an amount which substantially approximates the actual cost to Fulton County of providing said services;

WHEREAS, pursuant to the laws and Constitution of the State of Georgia and the applicable provisions of O.C.G.A. § 48-5-359.1, the Tax Commissioner is authorized to accept, receive, and retain payment from the County for additional duties and responsibilities associated with such solid waste billing and collection services undertaken on behalf of a municipality;

WHEREAS, as payment for the additional duties and responsibilities associated with such billing and collection services undertaken on behalf of the City of South Fulton, the Tax Commissioner shall receive an annual one-time payment paid through or disbursed by Fulton County; and

WHEREAS, the Parties desire to enter into this Agreement for such services

according to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, it is now agreed between the Parties as follows:

Section I. Services To Be Provided.

- a) For each current tax year during the term of this Agreement, the City of South Fulton shall submit to the Tax Commissioner, on or before June 1 of each such current tax year, appropriate documentation setting forth the adopted fees by the City of South Fulton for such calendar year. The City of South Fulton shall also be responsible for providing maps and any other information necessary for the Fulton County Tax Commissioners Office and/or the Tax Assessors Office to identify and/or establish the appropriate property tax parcels within the boundaries of the City of South Fulton to the Tax Commissioner for billing purposes.
- b) The Tax Commissioner shall bill, collect and levy all applicable penalties, interest and fees on the City portion of such solid waste fee bills in accordance with this Agreement and as permitted by law.
- c) The City of South Fulton agrees and desires that the collection process for City of South Fulton fees be performed as a function of the Tax Commissioner's Office.
- d) Upon the collection of current or delinquent fees on behalf of the City of South Fulton, the Tax Commissioner shall promptly forward such funds to the City of South Fulton, less any amounts due Fulton County as provided for at Section II of this Agreement. To the extent that the City of South Fulton fails to pay the amount invoiced by the Tax Commissioner within thirty (30) days from the invoice date for each tax parcel billed by the Tax Commissioner for the City of South Fulton, then the Tax Commissioner shall also be authorized to withhold the amount invoiced to the City of South Fulton and direct those funds to Fulton County's Finance Department so the Tax Commissioner can be provided the payment due under this Agreement.
- e) Notwithstanding any other language in Section I or Section II of this Agreement, the Tax Commissioner shall have the authority to disburse, from the monies

collected in the performance of the services provided pursuant to this Agreement, a refund to a third party from whom the Tax Commissioner previously has received a payment of a solid waste fee if such refund is necessary to: (1) correct a prior solid waste billing error; (2) correct the amount of a particular solid waste billing charge due to a systematic modification by the City of its solid waste charge policies; or (3) comply with a change in the law or a formal order of a court with competent jurisdiction. Any amount disbursed pursuant to this paragraph shall be excluded from the funds due the City of South Fulton but shall be included in the calculation of the compensation due the County and the Tax Commissioner in Section II.

f) The City of South Fulton shall have access to databases, records and reports used by the Tax Commissioner for the collection of the solid waste fees for the City of South Fulton. The City of South Fulton shall be responsible for the costs and fees associated with obtaining access to such databases records and reports including but not limited to any costs from vendors for access to their proprietary software, equipment and/or information.

Section II. Compensation.

a) The Parties agree that Fulton County shall be entitled to an amount equal to one percent (1%) of all such collections by the Tax Commissioner on behalf of the City of South Fulton for solid waste fees. Upon receipt of payments for the billed solid waste fees, the Tax Commissioner shall deduct from such funds amounts necessary to satisfy the one percent (1%) payment owed to Fulton County and shall deliver said amounts to Fulton County. The Tax Commissioner shall forward the remaining balance of the remitted monies to the City of South Fulton.

b) As compensation for the solid waste charge billing and collection services the Tax Commissioner shall be entitled to an amount equal to one dollar (\$1.00) per tax parcel for each tax parcel billed by the Tax Commissioner for solid waste charges. The Tax Commissioner shall invoice the City of South Fulton annually for this fee and the City of South Fulton shall satisfy said invoice in full through payment to Fulton

County within thirty (30) days of receipt of such invoice by the City of South Fulton. The compensation invoiced by the Tax Commissioner paid by the City of South Fulton shall then be paid into the General Fund for Fulton County. Fulton County shall within one month of the receipt of the relevant portion of the Compensation, disburse the funds paid equally amongst the management staff of the Tax Commissioner's Office as directed by the Tax Commissioner in writing to the Fulton County Department of Finance.

c) The payments made in connection with this Agreement to the Tax Commissioner shall be in addition to the regular salary paid and/or any fees paid by Fulton County to the Tax Commissioner's managerial staff. Any salary and/or fees received by the Tax Commissioner's managerial staff that are outside of this Agreement shall be unaffected by and not be adjusted in any manner as a result of any monies received pursuant to this Agreement. If Fulton County fails to pay the amount requested by the Tax Commissioner within thirty (30) days after receiving payment from the City of South Fulton; then the Tax Commissioner shall be authorized to withhold those amounts compensation paid to Fulton County by the City of South Fulton. The Tax Commissioner shall have the right to retain those funds as payment due the Tax Commissioner.

Section III. Delinquent Fees.

Unless otherwise restricted by law, the Tax Commissioner shall be responsible for the collection of all delinquent City of South Fulton solid waste sanitation fees, including any interest, penalties and/or other fees applicable thereto, according to the terms and conditions set forth in this Agreement, or any previous agreement between the Parties for such billing and collection between the Parties, to include all delinquencies on record in the Tax Commissioner's Office records.

Section IV. Term.

- a) This Agreement shall be effective as of the date it is executed by all parties.
- b) This Agreement shall remain in effect for a term expiring on the sooner of

either 1) fifty (50) years from the effective date of this Agreement or 2) the expiration of Fulton County Tax Commissioner Arthur E. Ferdinand's service in the position of the Tax Commissioner for Fulton County. The term of this Agreement is further subject to the right of the City of South Fulton, the Tax Commissioner, or Fulton County, as stated herein, to notify all parties to the contract of its intent to terminate services in whole or in part provided by the Tax Commissioner for the City of South Fulton. Termination of any services and/or functions shall be made by written notice to all parties to the contract not less than six (6) months in advance of the effective date of such termination.

Section V. Notice.

Any notice required or penalty under this contract shall be in writing and shall be deemed received three (3) days following deposit of same in the U.S. Mail, with adequate postage affixed to the relevant addressee and address below:

IF TO FULTON COUNTY:

Fulton County Manager
 Fulton County Government Center
 141 Pryor Street, S.W.
 Tenth Floor
 Atlanta, GA 30303

With a copy to:

Fulton County Tax Commissioner
 Fulton County Government Center
 141 Pryor Street, S.W.,
 Suite 1072
 Atlanta, GA 30303

IF TO THE CITY OF SOUTH FULTON:

Mayor
 and/or
 City Manager
 City Hall
 5440 Fulton Industrial Blvd, SW
 South Fulton, Georgia 330336

Section VI. Miscellaneous Provisions.

- a) All modifications or amendments to this Agreement, if any, shall be in writing and shall be executed by the Parties in the same manner as this original Agreement.
- b) The Parties shall comply with all statutes, laws, ordinances, and regulations

applicable to their respective obligations under the terms and conditions of this Agreement. This Agreement is made and entered into under the laws and Constitution of the State of Georgia, and the rights and obligations of the Parties shall be governed by and shall be construed according to the laws and Constitution of the State of Georgia.

c) If any provision of this Agreement is found unenforceable by a court of competent jurisdiction, the unenforceability of said provision shall not cause the remainder of the Agreement to not be binding upon the Parties.

d) This Agreement constitutes the sole, entire and exclusive agreement between the Parties with respect to the matters discussed herein. No representation, promise, or inducement not included in the expressed terms and conditions of this Agreement shall be binding on any of the Parties.

e) The Parties expressly acknowledge that this Agreement is made and entered into voluntarily, that the Parties have had an opportunity to fully consider the terms and conditions herein, that they have been represented by and have taken counsel from their respective attorneys concerning the terms and conditions of this Agreement, that they have completely read and do understand the terms and conditions herein, and that they have made their respective decisions to enter into this Agreement freely, voluntarily, and in their best interest.

f) This Agreement may be executed in any number of counterparts. The executed signature page (2) from each counterpart will be taken to constitute the one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and sealed as follows:

[SIGNATURES CONTAINED ON THE NEXT PAGE]

CITY OF SOUTH FULTON, GEORGIA

FULTON COUNTY, GEORGIA

[Signature]
for khalid kamau, Mayor or designee

Robb Pitts, Chairman

Date: 5/12/2023

Date: _____

ATTEST:

**FULTON COUNTY TAX
COMMISSIONER**

[Signature] 5/12/23
Corey Adams, City Clerk

Dr. Arthur E. Ferdinand, Tax
Commissioner

APPROVED AS TO FORM:

Date: _____

[Signature] 5/10/23
Vincent D. Hyman, City Attorney

ATTEST:

Tonya Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney



STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

RES2023-034

A RESOLUTION AUTHORIZING THE CITY OF SOUTH FULTON, GEORGIA TO BILL AND COLLECT SOLID WASTE FEES THROUGH A SOLID WASTE BILLING AND COLLECTION AGREEMENT WITH FULTON COUNTY, GEORGIA, AND THE FULTON COUNTY TAX COMMISSIONER, AND FOR OTHER LAWFUL PURPOSES

(Sponsored by Councilmembers Willis, Gumbs, Sebastian, Reeves)

WHEREAS, the City of South Fulton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the duly elected governing authority of the City, is the Mayor and Council thereof ("City Council"); and

WHEREAS, the City Charter § 1.12 (b)(7) allows for the City to enter into contracts other governments, private persons, firms, and corporations; and

WHEREAS, the City Charter § 1.12 (b)(37),(39) and (44) allows for the collection and disposal of garbage, rubbish (i.e., solid waste), to levy and provide for special assessments and to exercise and enjoy all other powers, functions, rights, privileges, and immunities necessary or desirable to promote or protect the safety, health and peace, security; and

WHEREAS, the City of South Fulton, Fulton County, and the Tax Commissioner of Fulton County, on August 2, 2017, had previously entered into a billing and collection agreement for the processing, receipt and collection of ad valorem taxes levied on behalf of the City; and

WHEREAS, on January 24, 2023, the City of South Fulton approved the solid waste contract between the City and WastePro as its sole provider for its residential solid waste collection; and

WHEREAS, according to O.C.G.A § 12-8-39.3, any city that operates a solid waste handling facility and/or provides solid waste collection services or both and levies, collects taxes, fees, and/or assessments to accomplish this purpose is also authorized to enforce by ordinance or resolution the collection of taxes, fees, or assessments due to the city in the same manner as authorized by law for the enforcement of the collection and payment of state taxes, fees, or assessments. Any such ordinance or resolution enacted by a county governing authority may provide that the tax commissioner or tax collector of such county shall be the officer charged with the enforcement of its provisions; and

WHEREAS, it is in the best interests of the Parties, in order to provide the taxpayers and citizens of Fulton County and the City of South Fulton with more efficient governmental services by entering into an agreement for the billing and collection of the City's solid waste fees; and

WHEREAS, this Solid Waste Billing and Collection Agreement ("BCA") will allow the City, Fulton County, Georgia and the Fulton County Tax Commissioner's Office to provide for the efficient processing, receipt and collection of solid waste fees on behalf of the City for its residential solid waste collection services that is in the best interest of the health and general welfare of the City, its residents and general public.

THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY RESOLVES as follows:

Section 1. The City of South Fulton ("City") in accordance with all applicable local and state law hereby authorizes through this resolution that all solid waste charges and/or fees imposed for residential solid waste collections may be enforced and treated in the same manner as authorized by law for the enforcement, the collection and payment of state ad valorem taxes, fees, or assessments through utilizing the tax commissioner or tax collector of such county shall be the officer charged with the enforcement and/or collection of the solid waste fees imposed by the City. See, e.g., O.C.G.A. § 12-8-39.3

Section 2. the Interim City Manager and City Attorney are authorized and empowered on behalf of the City to do all things necessary to finalize and effectuate the solid waste billing and collection agreement between the parties, which will be to this resolution hereto as Exhibit A.

Section 3. If necessary or required, the Interim City Manager and City Attorney are authorized to make such other or additional modifications to the solid waste BCA or any other related documents or instruments as necessary to protect the City's interests and to effectuate the terms and conditions of the solid waste BCA.

Section 4. It is hereby declared to be the intention of the City Council that:

(a) All sections, paragraphs, sentences, clauses, and phrases of this Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable, and constitutional.

(b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of this Resolution is severable from every other section, paragraph, sentence, clause, or phrase of this Resolution. No section, paragraph, sentence, clause, or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of this Resolution.

Section 5. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing, codification, and

supplementation purposes. The final version of all resolutions shall be filed with the City Clerk.

Section 6. All resolutions or parts thereof that are in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

Section 7. The effective date of this Resolution shall be from the date of adoption, unless provided otherwise by the City Charter or state and/or federal law.

[signatures and voting tabulations appear on the following page]

The foregoing RESOLUTION 2023-034, adopted on May 9, 2023, was **VETOED** by the Mayor on May 16, 2023. The City Council voted to **OVERRIDE** the veto by action of the City Council at its May 23, 2023, Council Meeting. The motion was offered by Councilmember Sebastian, who moved its approval. The motion was seconded by Councilmember Willis, and being put to a vote, the result was as follows:

	AYE	NAY
khalid kamau, Mayor	_____	_____
Carmalitha Gumbs	X _____	_____
Catherine Foster Rowell	X _____	_____
Helen Zenobia Willis	X _____	_____
Jaceey Sebastian	X _____	_____
Corey Reeves	X _____	_____
Natasha Williams-Brown, Mayor Pro Tem	X _____	_____
Linda Becquer Pritchett	X _____	_____

THIS subject action was adopted this 23th day of May 2023.

CITY OF SOUTH FULTON, GEORGIA

ATTEST:



 COREY E. ADAMS, SR., CITY CLERK



The foregoing RESOLUTION No. 2023-034, adopted on May 9, 2023, was offered by Councilmember Willis, who moved its approval. The motion was seconded by Councilmember Sebastian, and being put to a vote, the result was as follows:

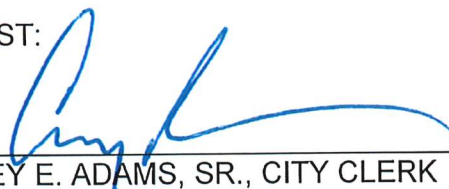
	AYE	NAY
khalid kamau, Mayor	_____	_____
Carmalitha Gumbs	X_____	_____
Catherine Foster Rowell	X_____	_____
Helen Zenobia Willis	X_____	_____
Jacey Sebastian	X_____	_____
Corey Reeves	X_____	_____
Natasha Williams-Brown, Mayor Pro Tem	X_____	_____
Linda Becquer Pritchett	X_____	_____

THIS RESOLUTION adopted this 9th day of May 2023.

CITY OF SOUTH FULTON, GEORGIA

khalid kamau, MAYOR

ATTEST:



COREY E. ADAMS, SR., CITY CLERK

APPROVED AS TO FORM:

 5/10/23

VINCENT D. HYMAN, CITY ATTORNEY





MAYOR'S SIGNATURE PAGE

Every ordinance, resolution, or other action adopted by the city council shall be presented to the mayor for signature within two business days following the adoption of such ordinance, resolution, or other action by the city council. The mayor shall have the right to veto any ordinance, resolution, or other action adopted by the city council, in accordance with the procedures set forth in this section. The mayor, within five business days following receipt of an ordinance, resolution, or other action adopted by the city council, shall return it to the city clerk with or without the mayor's approval or with the mayor's veto. If an ordinance, resolution, or other action adopted by the city council has been approved by the mayor or if it is returned to the city clerk neither approved nor disapproved, it shall become law upon its return to the city clerk. However, if the mayor fails to return an ordinance, resolution, or other action adopted by the city council to the city clerk within five business days of receipt, it shall become law at 12:00 Midnight on the fifth business day after receipt. If an ordinance, resolution, or other action adopted by the city council is vetoed by the mayor, the mayor shall submit to city council, through the city clerk, the reason for the mayor's veto. The city clerk shall record upon the ordinance, resolution, or other action adopted by the city council the date of its delivery to and its receipt from the mayor. An ordinance, resolution, or other action adopted by the city council vetoed by the mayor shall automatically be on the agenda at the next regular meeting of the city council for reconsideration. Votes to override mayoral vetoes shall only occur at regular scheduled meetings of the city council and cannot occur at a special meeting or emergency meeting. If the minimum number of councilmembers necessary to vote to override the veto are not present, the action may be continued until the next meeting at which such minimum number of councilmembers are present. The city council may override a veto by the mayor and adopt any ordinance, resolution, or other action adopted by the city council that has been vetoed by the mayor by the affirmative votes of at least five councilmembers, not including the mayor.

The mayor acknowledges receipt of the noted Item listed below:

Date of Adoption: May 9, 2023, **Item Number:** RES2023-034

Subject: A RESOLUTION AUTHORIZING THE CITY OF SOUTH FULTON, GEORGIA TO BILL AND COLLECT SOLID WASTE FEES THROUGH A SOLID WASTE BILLING AND COLLECTION AGREEMENT WITH FULTON COUNTY, GEORGIA, AND THE FULTON COUNTY TAX COMMISSIONER, AND FOR OTHER LAWFUL PURPOSES

Date Received by Mayor: May 10, 2023

APPROVED

DISAPPROVED

Mayor's Signature: _____

Date to City Clerk: 5/11/23

** Mayor did not sign. CA 5/11/23*



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0366

Meeting Date: 6/7/2023

Department

Emergency Services

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

Request approval of an Intergovernmental Agreement between Fulton County and Fulton County School Police for the provision of the Digital 800 MHz Radio System Access. The IGA is retroactive January 1, 2023, through December 31, 2023, with three (3) automatic renewals commencing on January 1 of each successive year, ending December 31, 2026.

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.

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 Intergovernmental Agreement (IGA) with the Fulton County School Police, which is a political subdivision of the State of Georgia. It is desirable to have a unified system to include entities on the County System that affect and further the goal of protecting the citizens of Fulton County's health, safety, and welfare, and provides public safety services to the citizens and visitors of Fulton County Schools in Fulton County.

Fulton County Schools Police will pay the pro rata share for fiscal years 2023 and 2024 **\$417.00** multiplied by the number of radio units of **140**, which equals an annual cost of **\$58,380.00**. The pro rata share for the fiscal years 2025 and 2026 will increase by approximately 6% to **\$442.00** multiplied by the number of radio units **140**, which equals an annual cost of **\$61,880.00**.

The Board of Commissioners previously approved the provision of the Digital 800 MHz Radio System Access with Fulton County Schools Police during their meeting on December 19, 2018 (Item # 18-0906).

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
800 MHz RADIO SYSTEM ACCESS
BETWEEN
FULTON COUNTY, GEORGIA and
FULTON COUNTY SCHOOLS POLICE, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT (“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 Fulton County Schools Police, Georgia (hereinafter “School Board” or “User”), a political subdivision of the State of Georgia, entered into this 1st day of January, 2023

RECITALS

WHEREAS the County is the sole owner and operator of an APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter “the County System”); and

WHEREAS numerous County departments, including the Police, Sheriff, Marshal, Fire Department, Public Works, General Services Administration, School Board, and National Park Services, are presently users on the System; and

WHEREAS it is desirable to have a unified system to include entities on the System who affect and further the goal of protecting the citizens of Fulton County’s health, safety, and welfare; and

WHEREAS User is a governmental authority located within Fulton County and provides public safety services to the citizens and visitors of Fulton County Schools in Fulton County; and

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

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the County hereby grants to User a revocable license to use **140** radio units on the County’s System for the period from January 1, 2023, and ending December 31, 2023, with three (3) consecutive one (1) year automatic renewal options ending on December 31, 2026. Notwithstanding the foregoing, in accordance with the requirement of O.C.G.A. § 20-2-506(b), this agreement shall terminate at 2400 hours on December 31, 2023, 2024, 2025, and 2026, unless User terminates the Agreement by providing County with sixty (60) days advance notice of termination prior to the end of the calendar year. No automatic renewal shall occur after December 31, 2026. User’s license may be revoked only for good cause and only after User has had an opportunity to show cause why its license should not be revoked before the Board constituted for such purpose as set out in Paragraph Six (6). Such license is not intended to and does not grant to User any property

interest in the County System. Additionally, either party is free to withdraw from this Agreement for any reason and at no cost to each respective party upon sixty (60) days written notice to the other party. This agreement may be renewed by mutual agreement approved by both governing bodies. The parties will meet on or before December 31, 2026, to review service under this Agreement and consider proposed modifications of the term. Any such proposed change is subject to consideration and approval of the Board of Commissioners and School Board.

User Agrees To:

(1) Limit the number of all subscriber units, including but not limited to mobile, portable, and console, to **140**. User may request additional units by making formal application with supporting documentation of need to the Director of the Department of Emergency Services 911 or his/her designee. The application for additional units shall be reviewed and approved or denied by the Director or his/her designee. The Director or his/her designee, in reviewing an application, will take into account system loading, airtime usage, number of system busies, and will make a decision based on maintaining the efficiency of the County's System for all users. All requests for additional units shall be made at least sixty (60) days prior to the beginning of the County's fiscal year (January 1). In extraordinary cases, additional units may be requested and added after such time and the cost of those additions shall be calculated on a pro rata basis of the original fiscal year contribution. Any application denied may be appealed to the Board constituted for such purposes as set out in Paragraph Six (6) hereinafter. User is absolutely prohibited from selling, assigning, or otherwise transferring its license to use the County System, in whole or in part, to any other person or entity.

(2) Be solely responsible for purchasing and maintaining all equipment necessary to be a user on the County System. All subscriber units must be approved by type by the County. A conforming product list is available from the Department of Emergency Services 911 and will be updated from time to time. Products not listed will not be accepted. All maintenance performed on User's units must be certified by a Motorola certified technician, or otherwise consented to in writing by the Director of the Department of Emergency Services 911.

(3) Comply with Motorola Software security constraints.

(4) Have any of its devices, equipment, or subscriber units, which cause any problems on the County System immediately taken out of service and repaired by User. User shall be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment, or unit.

(5) Guarantee that all persons who will be operating subscriber units are adequately trained in the use of such units, with such training requiring persons to attend an in-house training program for ten (10) to twelve (12) weeks in order to obtain the following certifications that are mandatory to perform the duties and responsibilities as a communications officer: (a) the State of Georgia Peace Officer Standards and Training's Basic Communications Officer Training Course certification; (b) the International Academy of Emergency Dispatch's Emergency Medical

Dispatch certification; (c) the American Heart Association's Healthcare Provider Cardio Pulmonary Resuscitation certification; (d) the Georgia Crime Information Center's ("GCIC") Criminal Justice Information Services certification; and (e) the GCIC's Security Awareness certification.

(6) Guarantee that its employees who are trained and authorized to use the County System do so in compliance with federal, state, and county laws, codes, regulations, and ordinances, as well as this Agreement. Alleged violations of any applicable law, code, regulation, ordinance, or this agreement will be reviewed by the Director or his/her designee. Upon finding a violation has occurred, the Director or his/her designee, in his/her discretion may require the User to remove a unit(s) from the System, place the User on probation for a certain period of time not to exceed six (6) months, and/or take other reasonable action. Persistent violations or misuse of the County System may result in User being removed entirely from the County System after User has had an opportunity to show cause why its license should not be revoked before the Board as set out below. Any action taken by the Director, or his designee may be appealed to the Board constituted for such purposes, said Board to be comprised of the Director of the Department of Emergency Services 911, the Chief of the Fulton County Police Department, the Fulton County Sheriff, and Fulton County Marshal. Any adverse decision of this Board shall be appealed to the Fulton County Board of Commissioners, and their decision shall be final. All direct and indirect expenses arising out of violations or misuse by User and its employees and agents shall be borne by User. Additionally, User shall be responsible, at the request of the County, for responding to or assisting the County in responding to any correspondence or complaint received by the County from state or federal regulatory agencies involving User's units.

(7) Restrict its use of the County System to legitimate business-related purposes of the User. The County System shall not be used to conduct personal or unrelated business, except that which is incidental and occasional.

(8) Comply with any and all mandate(s) issued by authorized regulatory agencies. If subsequent to this agreement being entered into, technical or other changes are mandated by a regulatory agency, User will have the opportunity to remain on the County System if User is able to timely comply with the mandate(s). The County will in no way be responsible for bringing User into compliance with the mandate(s) or be responsible for any direct or indirect, tangible, or intangible costs, damages, or losses incurred due to the mandates. Notwithstanding the foregoing, User agrees that should the County decide to comply with the mandate(s) in a time period that is shorter than required by the regulatory agency, User agrees to comply within that shorter time period so long as the County provides User at least two (2) years prior notice. If User is unable to comply with the mandate(s) within the applicable time allowed (either by a regulatory agency or the County), User agrees it shall be removed in whole or in part from the County System.

(9) Comply within one (1) year of receipt of notice from the County with any voluntary upgrades to Users equipment that are required due to upgrades or changes to the County System, including a change in vendor. The County will have the sole discretion to update or change the County System. The County will not be responsible for any expenditure, losses, or other claims

caused by or attributable to such voluntary upgrades and/or changes to the County System.

(10) Remit to the County in a timely fashion its pro rata share of the estimated cost of the actual annual maintenance cost of the County System. The amount to be paid by User will be calculated based on the number of units accessible to User. If additional units are added within a fiscal year, the cost of the use of those units shall be calculated on a pro rata basis of the original fiscal year contribution. The County Department of Emergency Services 911 will invoice the User at least thirty (30) days prior to the due date. Due date shall be annually and payments payable on January 1st of each year; and the first payment under this contract shall be due and payable within 30 days of agreement execution for the remaining months within the calendar year. A late payment penalty, of ten percent (10%), will apply on all payments not received by the due date. Interest will also accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent. The monies received will be placed in a restricted designated fund and managed by the County Finance Department. All monies in the account will be expended exclusively for maintenance, and/or upgrade of the County System. The Board of Commissioners of Fulton County shall have the sole authority to authorize any expenditure from the account. In the event the County System is replaced during the term of this agreement, and in the event the cost of such replacement is less than the amount contained in the designated fund, User's pro rata portion of the amount remaining in the fund will be reimbursed. If there is no replacement of the County System during the term of this agreement, User shall receive no reimbursement or pay any additional assessment. The pro rata share for years 2023 and 2024 is \$417.00 times the number of radio units, 140, equals annual cost of \$58,380.00. The pro rata share for years 2025 and 2026 will increase by approximately 6% to \$442.00 times the number of radio units, 140, equals annual cost of \$61,880.00.

(11) Abide by any reasonable rules and regulations promulgated by the County regarding the use of the County System. The User shall have the right to review the rules and regulations prior to their adoption and to make suggested changes if any rules or regulations present a conflict with the reasonable operation of the User System. Changes or exceptions to the rules or regulations will voluntarily be made by the County upon a showing by the User of such a conflict.

The County Agrees To:

- (1) Maintain and support the core of the County System.
- (2) Use best efforts to answer questions and facilitate use of the County System by User.
- (3) Comply with federal, state, and county rules.
- (4) Give adequate notification to User of violations, service interruption, and intent to remove units from operation on the County System; and
- (5) Provide User one (1) year prior notice to any voluntary upgrades or early compliance with mandates to the County System that will affect User.

TERMINATION AND DEFAULT REMEDIES:

In the event that either party shall default on its obligations under this Agreement, including but not limited to failure to remit payment for license use or failure to provide access to the 800 MHz system, the other party may provide the breaching party with a written notice of default specifying the basis for the default and advising the defaulting party of the time frame to cure the default. All defaults shall be cured within a (30) day time period. The non-defaulting party may grant the defaulting party additional time to cure the default. Subject to the provisions of this Agreement, the non-defaulting party may elect to terminate the Agreement if the default is not remedied in the agreed upon cure period. The County and User reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

Either party may terminate this Agreement for its convenience at any time upon sixty (60) days written notice to the other party. If the County terminates, the School Board shall be entitled to receive reimbursement for fees received for services beyond the 60 days. If the city terminates, the County shall be entitled to termination fees prorated for 180 days.

AMENDMENTS:

This Agreement may be modified at any time during the term by mutual written consent of the parties.

NOTICES:

All notices shall be given by first class mail except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notice shall be addressed to the parties at the following addresses:

If to the County:

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:

Y. Soo Jo, County Attorney
141 Pryor Street, S.W.,
Suite 4038
Atlanta, Georgia 30303
404-612-0235
404-730-6324 (facsimile)

If to the School District:

Dr. Mike Looney, Superintendent
Fulton County School Board
6021 Powers Ferry Rd NW
Atlanta, Georgia 30339
470-254-3600

NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ENTIRE AGREEMENT:

The County and User 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.

SEVERABILITY:

If any provision of this Agreement is held as a matter of law to be unenforceable or unconscionable, the remainder of this Agreement shall be enforceable without such provision.

GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the state of Georgia. The obligations of the parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

EFFECTIVE DATE

This Agreement shall become effective upon its adoption by both governing authorities of the School Board and County or January 1, 2023, whichever is later.

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 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

Chris Sweigart, Director
Department of Emergency Services 911

FULTON COUNTY SCHOOLS, GEORGIA

Dr. Mike Looney, Superintendent
Fulton County Schools

Mark Sulborski, Police Chief
Fulton County Schools



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0367

Meeting Date: 6/7/2023

Department

Juvenile Court

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

Request approval of a Resolution approving the acceptance of saplings from Trees Atlanta, Inc. for the purpose of supporting Juvenile Court's Courtyard of Second Chances Project located at 395 Pryor Street SW, Atlanta, Georgia; and for other purposes.

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

Article 9, § 2, Par. 1(a) of the Georgia Constitution states, in part, that "[t]he governing authority of each county shall have legislative power to adopt clearly reasonable ordinances, resolutions, or regulations relating to its property, affairs, and local government for which no provision has been made by general law and which is not inconsistent with this Constitution or any local law applicable thereto"; and pursuant to Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction and control over all county property.

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: Fulton County Juvenile Court is requesting to receive saplings from Trees Atlanta for the Court's Courtyard of Second Chances. Trees Atlanta, Inc. ("Trees Atlanta") has agreed to donate several saplings to the Fulton County Juvenile Court ("Juvenile Court"), located at 395 Pryor Street SW, Atlanta,

Georgia, to enhance the courtyard of the Juvenile Court building; and the Fulton County Department of Real Estate and Asset Management has met with Juvenile Court and approved a detailed scope of work for landscape services, as displayed in Exhibit A, attached hereto, as part of the Juvenile Court's Courtyard of Second Chances project.

Community Impact: N/A

Department Recommendation: That the Fulton County Board of Commissioners hereby approves and accepts saplings from Trees Atlanta for the purpose of furthering the Juvenile Court's Courtyard of Second Chances project.

Project Implications: N/A

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

Fiscal Impact / Funding Source

Funding Line 1:

N/A

Funding Line 2:

N/A

Funding Line 3:

N/A

Funding Line 4:

N/A

Funding Line 5:

N/A

1 **A RESOLUTION APPROVING THE ACCEPTANCE OF SAPLINGS FROM TREES**
2 **ATLANTA, INC. FOR THE PURPOSE OF SUPPORTING THE JUVENILE COURT’S**
3 **COURTYARD OF SECOND CHANCES PROJECT LOCATED AT 395 PRYOR STREET**
4 **SW, ATLANTA, GEORGIA; AND FOR OTHER PURPOSES.**

5 **WHEREAS**, Fulton County, Georgia, (“Fulton County”) is a political subdivision of
6 the State of Georgia, existing as such under and by the Constitution, statutes, and laws
7 of the State; and

8 **WHEREAS**, Trees Atlanta, Inc. (“Trees Atlanta”) has agreed to donate several
9 saplings to the Fulton County Juvenile Court (“Juvenile Court”), located at 395 Pryor
10 Street SW, Atlanta, Georgia, to enhance the courtyard of the Juvenile Court building; and

11 **WHEREAS**, the Fulton County Department of Real Estate and Asset Management
12 has met with Juvenile Court and approved a detailed scope of work for landscape
13 services, as displayed in Exhibit A, attached hereto, as part of the Juvenile Court’s
14 Courtyard of Second Chances project; and

15 **WHEREAS**, Article 9, § 2, Par. 1(a) of the Georgia Constitution states, in part, that
16 “[t]he governing authority of each county shall have legislative power to adopt clearly
17 reasonable ordinances, resolutions, or regulations relating to its property, affairs, and
18 local government for which no provision has been made by general law and which is not
19 inconsistent with this Constitution or any local law applicable thereto”; and

20 **WHEREAS**, pursuant to Fulton County Code § 1-117, the Board of Commissioners
21 has exclusive jurisdiction and control over all county property.

22 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
23 Commissioners hereby approves and accepts saplings from Trees Atlanta for the purpose
24 of furthering the Juvenile Court’s Courtyard of Second Chances project.

1 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective when
2 adopted, and that all resolutions and provisions of the Code of Laws in conflict with this
3 Resolution are hereby repealed to the extent of the conflict.

4 **SO PASSED AND ADOPTED**, this ____ day of _____, 2023.

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**BOARD OF COMMISSIONERS
OF FULTON COUNTY, GEORGIA**

By: _____
Robert L. Pitts, Chairman

ATTEST:

By: _____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

By: _____
Y. Soo Jo
County Attorney

Juvenile Justice Center Courtyard: Conceptual Design

The Courtyard of Second Chances



FULTON COUNTY
ARTS & CULTURE

Design by



Martin Rickles Studio
www.m-r.studio

The site



Judge Romae T. Powell Juvenile Justice Center
395 Pryor St. SW, Atlanta, GA 30312

The site



Recent improvements include painting the wall in preparation of the mural, clearing damaged furniture, and pressure washing the concrete

Design Brief

- Use a trauma-informed design approach
- A space for justice involved families and staff
- Space for play, but not a ‘traditional’ play space
- Balance expectations on design within a justice setting with the desire for a colorful and therapeutic space

Context: Justice involved youth

- Most youth who are involved with the justice system have a history of childhood adversity
- 75%-93% are exposed to multiple types of violence and traumatic events before contact with the juvenile justice system¹
- Cognitive processing and self-regulation can be under-developed when daily survival skills become prioritized in a traumagenic environment.

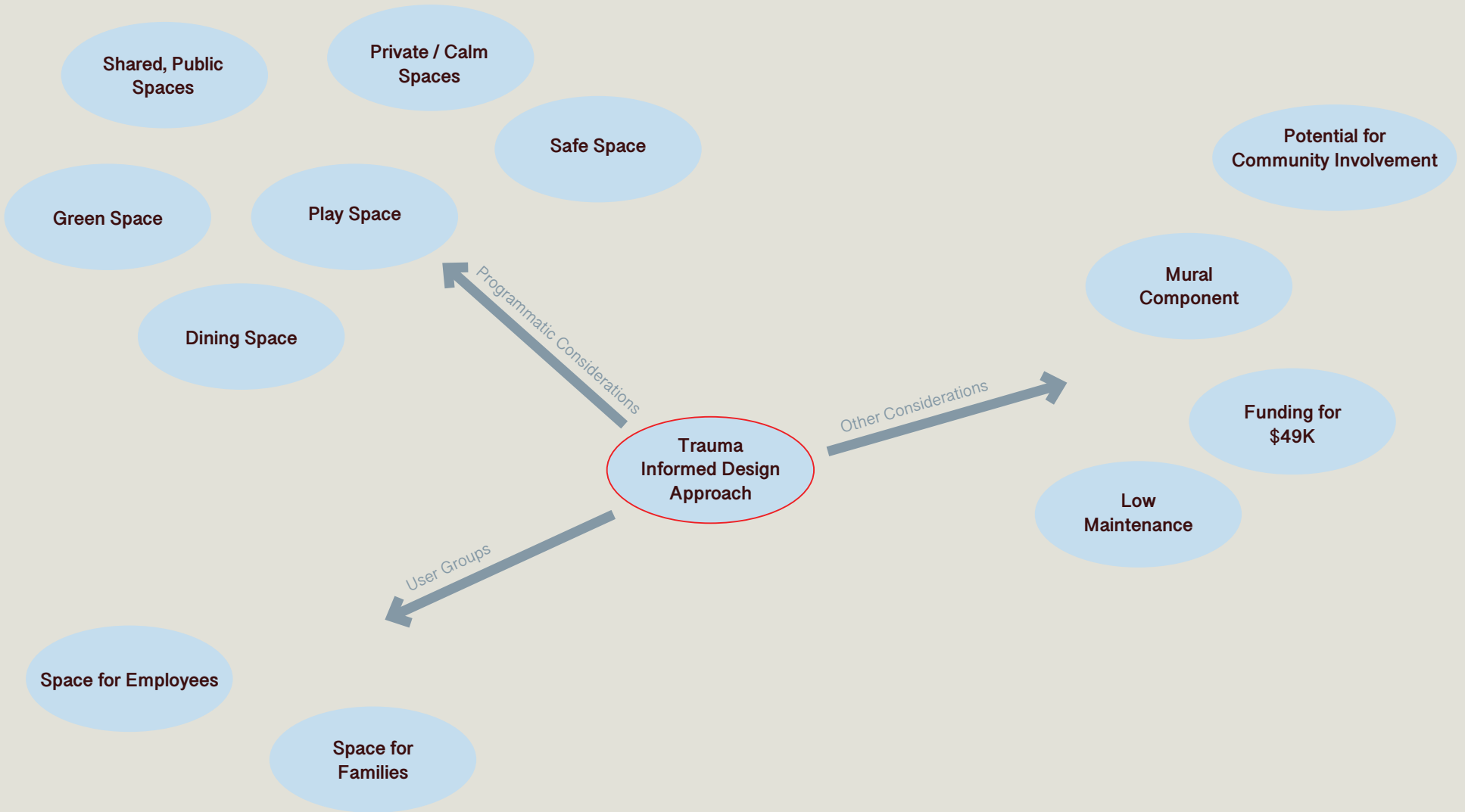
What is Trauma-informed design?

- Our surroundings directly inform our nervous, endocrine, and immune systems. For an individual with trauma, a poorly designed space can be particularly detrimental to their healing process.
- Cultivating an environment that recognizes the impact of traumatic childhood experiences while striving for a physically and psychologically safe environment for both youth and staff.
- The goal of trauma-informed design is to create environments that promote a sense of calm, safety, dignity, empowerment, and well-being for all occupants.

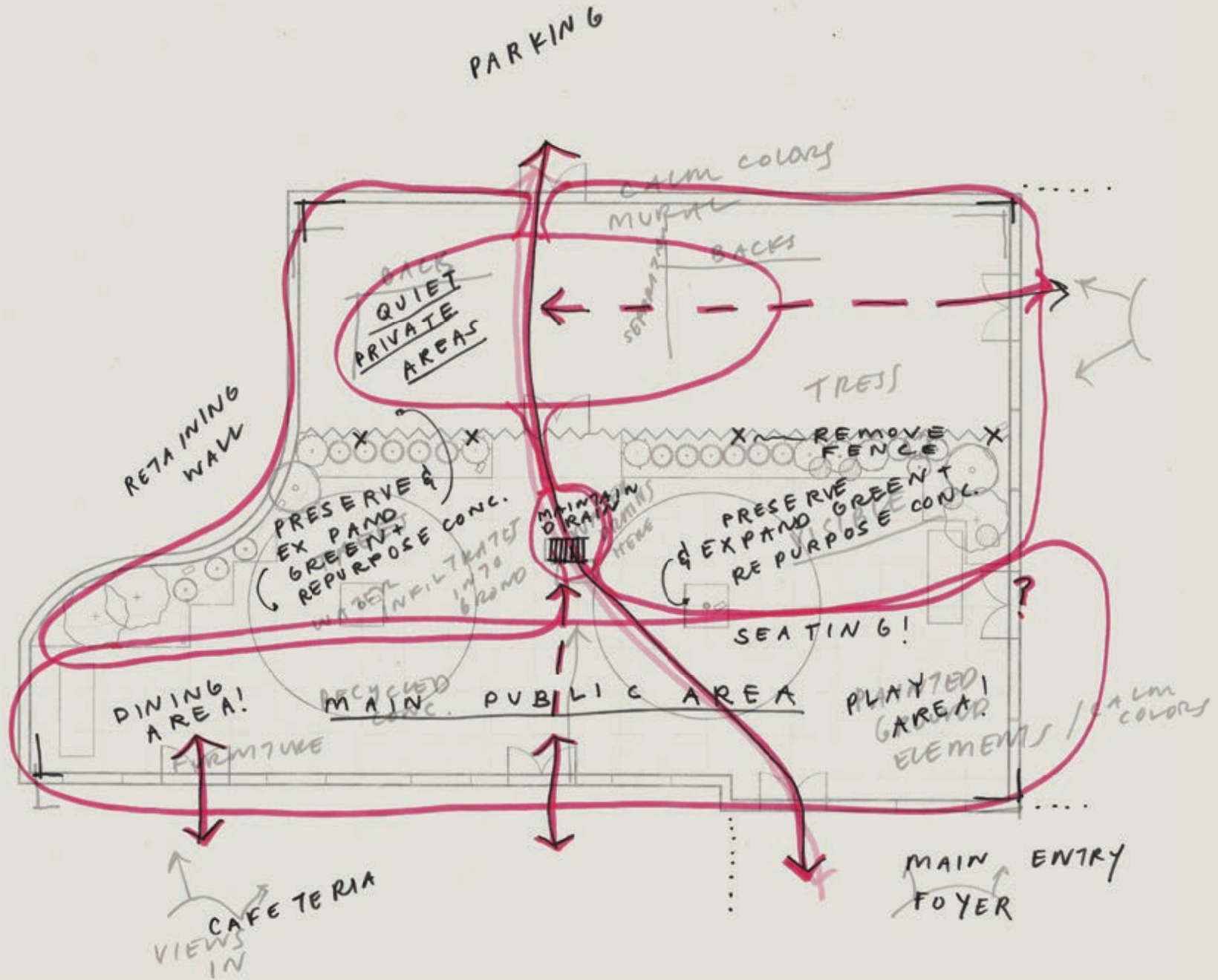
Source:

1. Baglivio, Michael T., Kevin T. Wolff, Alex R. Piquero, and Nathan Epps. “The Relationship between Adverse Childhood Experiences (ACE) and Juvenile Offending Trajectories in a Juvenile Offender Sample.” *Journal of Criminal Justice* 43, no. 3 (2015): 229-41. <https://doi.org/10.1016/j.jcrimjus.2015.04.012>.

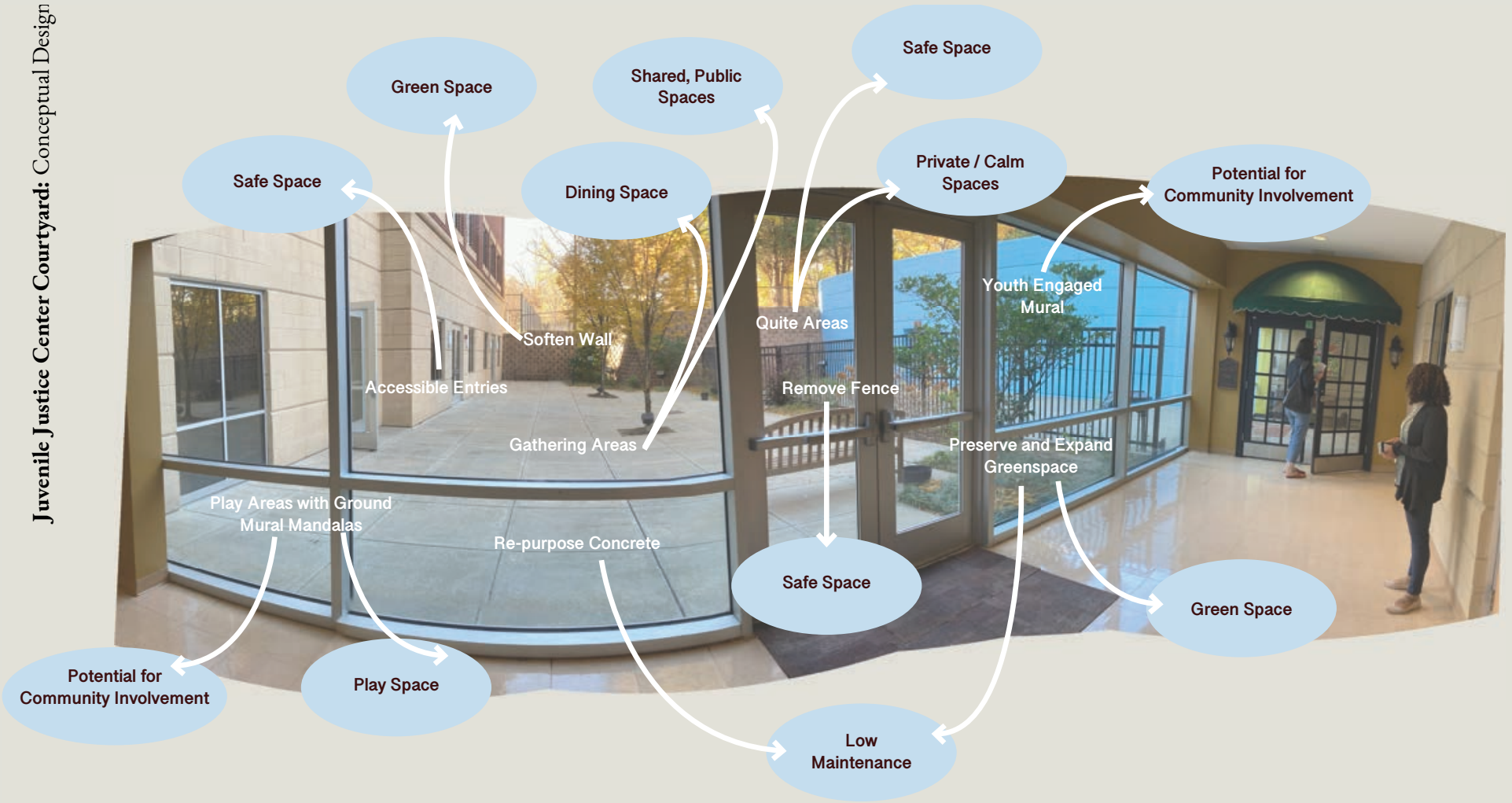
Project Goals



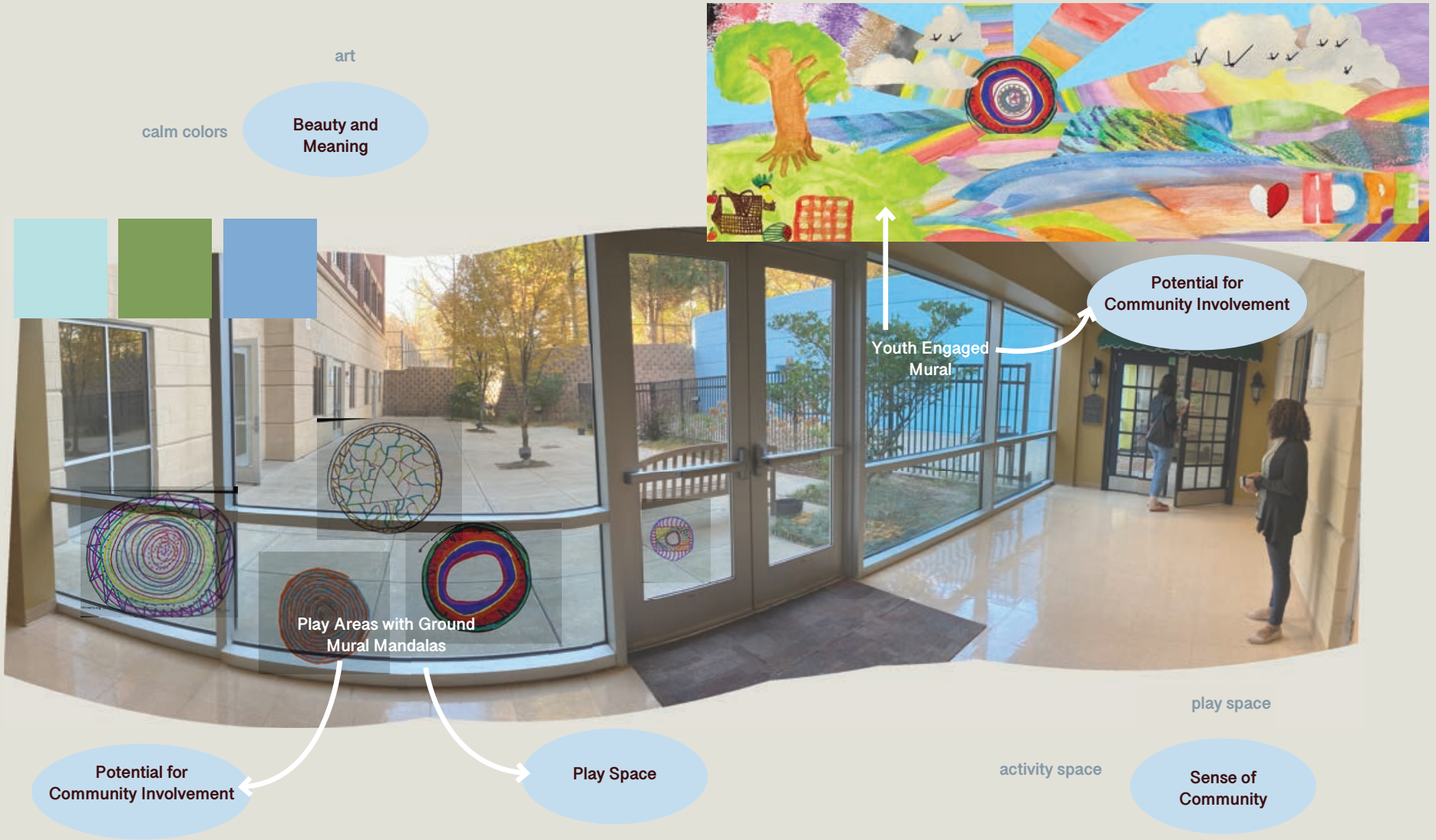
Courtyard of Second Chances Goals and Concept Review



Design Program Diagram

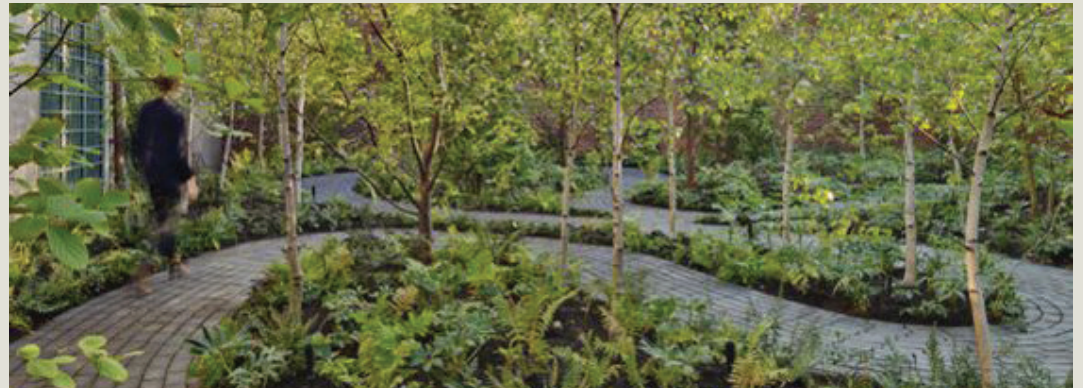


Courtyard of Second Chances Goals/Trauma Informed Design Overlay



Courtyard of Second Chances Murals and Community Involvement

Precedent / Inspirational Imagery



access to nature

dining space

visibility of surroundings

sunny / shady choices

group space

avoid sterile materials and colors

independent vs. crowded space options

alleviate feeling of unaccounted for space

seating options

variety of sound options

allow people to make choices about where they exist in space

Precedent Program and Sense of Place Imagery

art

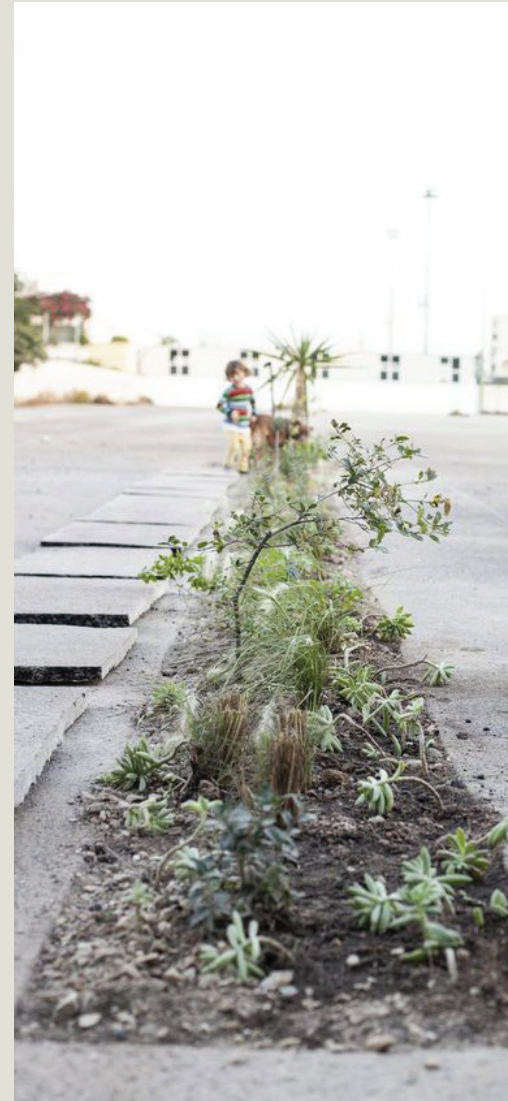


play space

activity space

remove visual clutter

visibility of surroundings



avoid sterile materials and colors

calm colors

Precedent Program and Sense of Place Imagery



Coloco, Neighboring Gardens IVRY Montmousseau
Perforations in asphalt, plantings, play through ground murals, community design and implementation



Straub Thurmayr, Folly Forest
Perforations in asphalt, tree plantings, ecological rejuvenation, brings nature to underprivileged neighborhood
"health and learning"

seating options

variety of sound options

activity space

independent vs. crowded space options

visibility of surroundings

play space

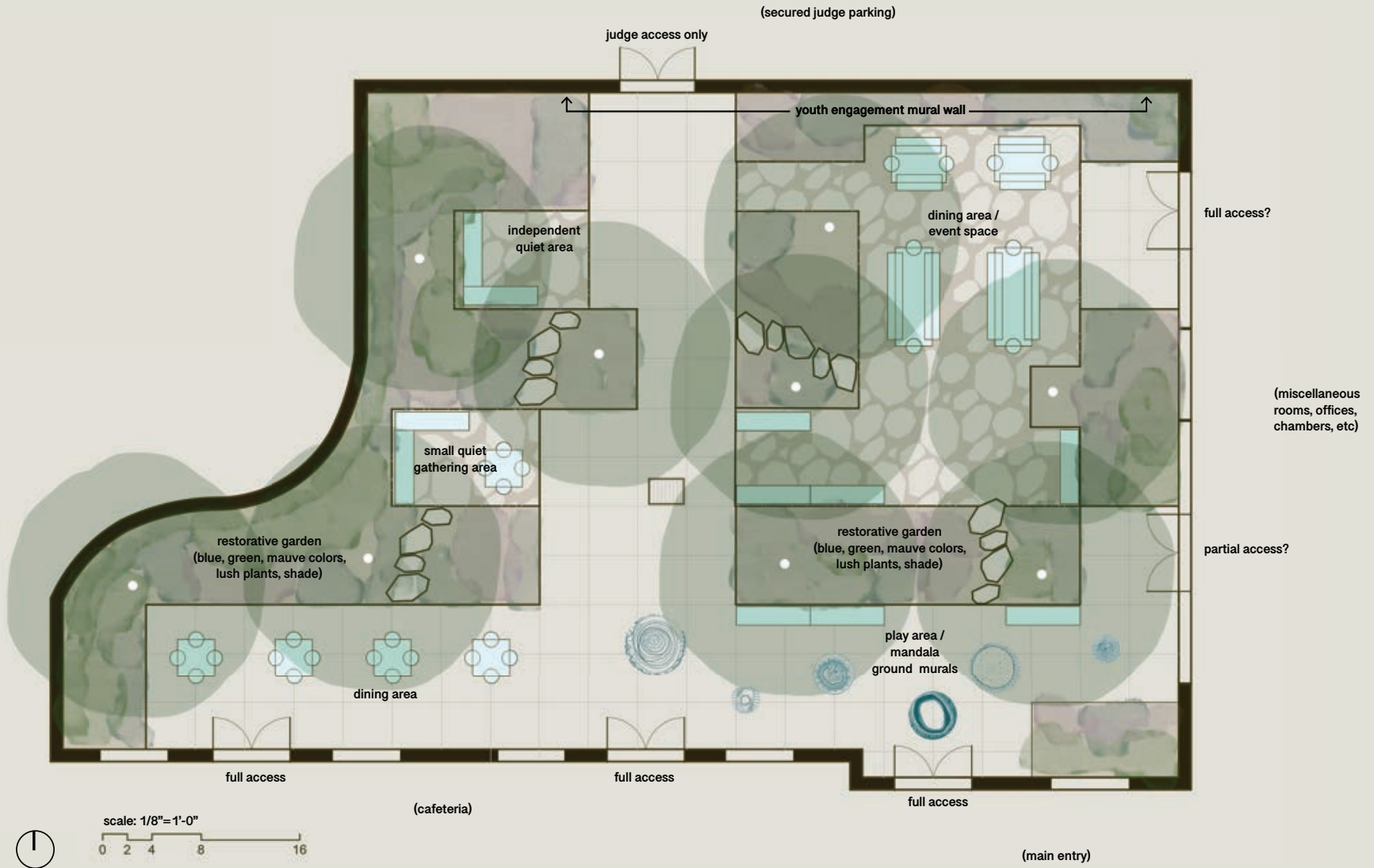
alleviate feeling of unaccounted for space

allow people to make choices about where they exist in space

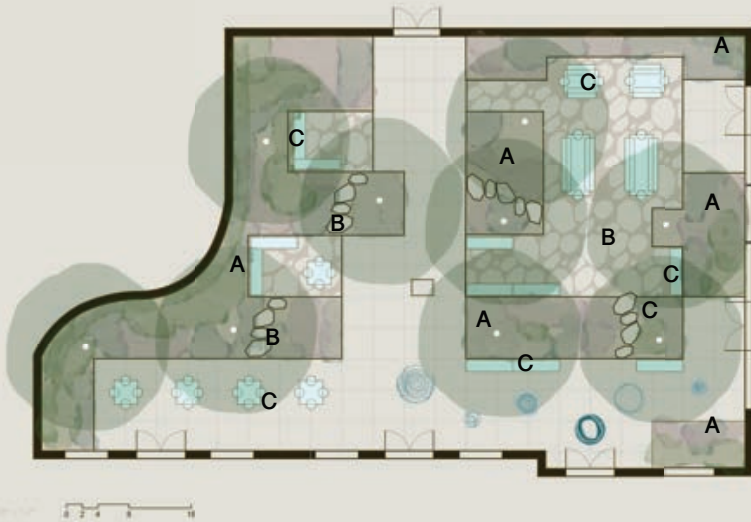
access to nature

Precedent Project Imagery

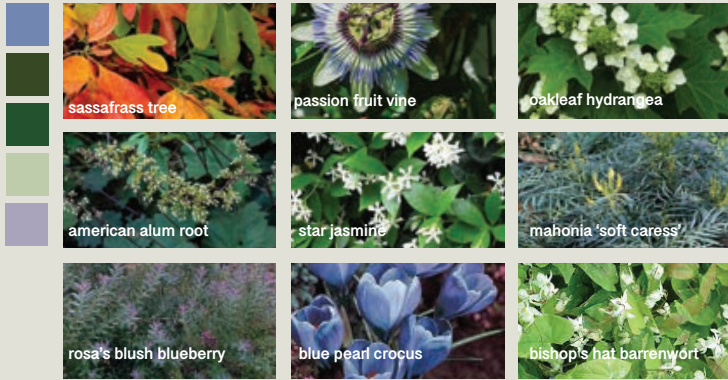
Courtyard of Second Chances Design Concept



Courtyard of Second Chances Concept 02



A restorative garden — lush plantings with calm color scheme (blues, greens, mauve; inspired by trauma informed design principles). plants have year round sensory qualities (smell, color, edible, flowers, evergreens, etc). shredded red oak mulch is used to improve soil health and retain moisture in soil for plants. existing plants are included in addition to the recommended palette below. soil is amended for plant health and drainage. drought tolerant plants are used.



suggested plant palette



shredded red oak mulch

B pervious gathering area — courtyard concrete is re-used as pervious pavers. red oak mulch is base layer between pavers. concrete is broken up creating pathways and more pervious area for water to drain, improving regional water system and soil health. a variety of seating and dining areas are available in pervious gathering areas (private areas, communal area, shaded areas, sunny areas).



concrete is broken up to create larger planted areas and re-used as pavers



shredded red oak mulch

C seating and dining — benches and tables are made from re-used stacked concrete. table tops are made from a sustainable hardwood, such as sassafras. the wood and concrete evoke a soft warm natural character, avoiding sterile materials such as metals.

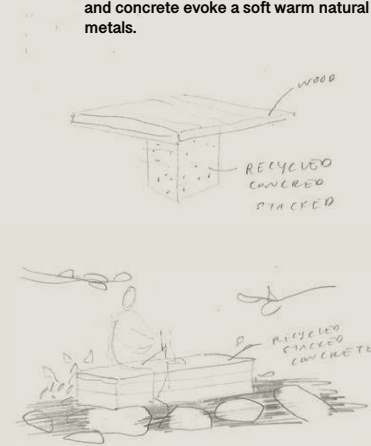


table top (sassafras)



re-used stacked concrete bench and table base

Design Palette



- Stress Management
- Security, Privacy, and Personal Space
- Dignity and Self Esteem
- Beauty and Meaning
- Sense of Community
- Empowerment and Personal Control

Courtyard of Second Chances Concept 02: Trauma Informed Design Overlay



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0369

Meeting Date: 6/7/2023

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

Ratification of Minutes.

Regular Meeting Minutes, May 3, 2023

Recess Meeting Post Agenda Minutes, May 17, 2023

Special Called Post Agenda Minutes, May 22, 2023



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0370

Meeting Date: 6/7/2023

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

Presentation of Proclamations and Certificates.

Proclamation recognizing “Art Geter Appreciation Day.” **(Arrington)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0372

Meeting Date: 6/7/2023

Department

Finance

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

Review and approval of June 7, 2023 Budget Soundings

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

BOC assessment and approval of budget soundings request is required by the County's budget resolution approved by the BOC.

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

Open and Responsible Government

Commission Districts Affected

All Districts

District 1

District 2

District 3

District 4

District 5

District 6

Is this a purchasing item?

No

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

The June 7, 2023 Soundings request is submitted for your review and approval. Below is a brief summary of each request and related justification.

GENERAL FUND:

STRATEGIC PRIORITY AREA: OPEN AND RESPONSIBLE GOVERNMENT

- **Modify the 2023 Annual Hardware and Software Maintenance and Support list - (PAGE 3)**

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2023 Adopted Budget. The requested changes will be funded within the department’s existing budget and will not result in any budget adjustments.

Fulton County Public Library requests an increase in spending authority to AML item #110, Paper Education Company, in the amount of \$42,500 to bring the total for the year 2023 to \$420,000. The reason for the request is due to an increase in usage of the product which resulted in an astronomical increase in the price of the service. This request is a recurring need. No additional funding is being requested.

Fulton County Public Works requests an increase in spending authority to AML item #276, Innovyze, in the amount of \$6,606 to bring the total for the year 2023 to \$71,606. The reason for the request is to meet the 7.41% increased invoice amount. This request is a recurring need. No additional funding is being requested.

Annual Hardware and Software Maintenance and Support List - 2023								
Type	Vendor Name	Product Name	Description	User Agency	2023 Expenditure	Add'l Amt	Funding Source	Comments
Software	Paper Education Company		Education Research Products	Fulton County Public Library	\$377,500.00	\$42,500	Fulton County Public Library	Increase Spending Authority to \$420,000
Software	Innovyze	Innovyze Suite	Annual Maintenance Subscription Program	Fulton County Public Works	\$65,000.00	\$6,606	Public Works	Increase Spending Authority to \$71,606.

STRATEGIC PRIORITY AREA: INFRASTRUCTURE AND ECONOMIC DEVELOPMENT

- Department of Real-Estate and Asset Management - (PAGE 4)

Increase the FY2023 Budget for the Department of Real-Estate and Asset Management - \$136,786.

The Department of Real-estate and Asset Management requests a budget increase of \$136,786 to establish a Building Maintenance Manager, Grade G7, position for ongoing maintenance management of jail facility operations and projects.

This request is in response to an unforeseen emergency at the Jail. This position will provide direct management of the Jail Maintenance contract and other special jail facility projects on a continuous basis due to the current physical jail conditions that must be addressed immediately.

Transfer amount from Non-Agency Contingency - \$136,786



**FULTON
COUNTY**

JUNE BUDGET SOUNDINGS

June 7, 2023

Presented

to the

Board of Commissioners

by the

Finance Department

FULTON COUNTY, GEORGIA
SUMMARY OF BUDGET SOUNDINGS FACT SHEET
June 7, 2023 Soundings

GENERAL FUND:

June 7, 2023 SOUNDINGS:

	<u>Contingency</u> <u>Actions</u>	<u>Non-Contingency</u> <u>Actions</u>
Beginning Contingency as of January 1, 2023:	\$1,000,000	\$0
Less April Soundings: 4/12/23	0	\$0
Less April Soundings: 4/19/23	0	\$0
Less May Soundings: 5/3/23	0	\$0
Less May Soundings: 5/17/23	0	\$0
Less June Soundings: 6/7/23	(136,786)	\$0
Less June Soundings: 6/21/23	0	\$0
Less July Soundings: 7/12/23	0	\$0
Less August Soundings: 8/2/23	0	\$0
Less August Soundings: 8/16/23	0	\$0
Less September Soundings: 9/6/23	0	\$0
Less September Soundings: 9/20/23	0	\$0
Less October Soundings: 10/4/23	0	\$0
Less October Soundings: 10/18/23	0	\$0
Ending Contingency Balance:	<u>\$863,214</u>	<u>\$0</u>

Page #	Department Name & Agency Number	Amount	Amount
3	Fulton County Library	0	
3	Public Works	0	
4	DREAM	136,786	
4	Non Agency Contingency	(136,786)	
Total Request from Contingency		(136,786)	\$0
Total Fund Impact		\$0	\$0

GENERAL FUND

June 7, 2023 Soundings

Strategic Priority Area: Open and Responsible Government**Action Required:**

Modify the 2023 Annual Hardware and Software Maintenance and Support List

Annual Hardware and Software Maintenance and Support List - 2023

Type	Vendor Name	Product Name	Description	User Agency	2023 Expenditure	Add'l Amt	Funding Source	Comments
Software	Paper Education Company		Education Research Products	Fulton County Public Library	\$377,500.00	\$42,500	Fulton County Public Library	Increase Spending Authority to \$420,000
Software	Innovyze	Innovyze Suite	Annual Maintenance Subscription Program	Fulton County Public Works	\$65,000.00	\$6,606	Public Works	Increase Spending Authority to \$71,606.

Purpose (Justification):

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2023 Adopted Budget. The requested changes will be funded within the department's existing budget and will not result in any budget adjustments.

Fulton County Public Library requests an increase in spending authority to AML item #110, Paper Education Company, in the amount of \$42,500 to bring the total for the year 2023 to \$420,000. The reason for the request is due to an increase in usage of the product which resulted in an astronomical increase in the price for the service. This request is a recurring need. No additional funding is being requested.

Fulton County Public Works requests an increase in spending authority to AML item #276, Innovyze, in the amount of \$6,606 to bring the total for the year 2023 to \$71,606. The reason for the request is to meet the 7.41% increased invoice amount. This request is a recurring need. No additional funding is being requested.

GENERAL FUND**June 7, 2023 Soundings****Strategic Priority: Infrastructure and Economic Development****Action Required:**

Increase the FY2023 Budget for the Department of Real-estate and Asset Management – \$136,786

DREAM

100-520-5224-1500

Contingency

Increase

\$136,786

Decrease**Non-Agency Soundings Reserve**

100-999-S999-1900

Non-Agency Contingency

Increase**Decrease**

\$136,786

Purpose (Justification):

The Department of Real-estate and Asset Management requests a budget increase of \$136,786 to establish a Building Maintenance Manager, Grade G7, position for ongoing maintenance management of jail facility operations and projects. This request is in response to an unforeseen emergency at the Jail. This position will provide direct management of the Jail Maintenance contract and other special jail facility projects on a continuous basis due to the current physical jail conditions that must be addressed immediately.

Included in Soundings per County Manager's direction.
--



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0373

Meeting Date: 6/7/2023

Department

Human Resources Management

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

Request approval to modify the classification section of the Classification and Compensation plan by adding the new titles of Legislative Policy Analyst (grade 19), Water Meter Specialist (grade 9), Senior Water Meter Specialist (grade 11), Director of Communications, Sheriff (grade 27) and by changing the salary range for the classification of Purchasing Cards Program Coordinator from grade 18 to grade 17.

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

Civil Service Act of 1982 and adopted HR Procedures

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 Department of Human Resources management (DHRM) has determined that the following action(s) are warranted to ensure the integrity of the County's Classification system and the changing needs within the respective department. DHRM is requesting approval to:

(X) create the following new classifications:

	Title Code	Title	Grade
A.	130229	Legislative Policy Analyst	19
B.	540092	Water Meter Specialist	9
C.	540094	Senior Water Meter Specialist	11
D.	330125	Director of Communications, Sheriff	27

(X) change the pay range of an existing classification without changing the title:

	Title Code	Title	Old Grade	New Grade
A.	230021	Purchasing Cards Program Coordinator	18	17

Scope of Work:

Community Impact: There is no community impact.

Department Recommendation: Human Resources recommends approval.

Project Implications: There are no project implications.

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

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0374

Meeting Date: 6/7/2023

Department

Real Estate and Asset Management

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

Request approval to increase the spending authority - Department of Real Estate and Asset Management, 22ITB134894C-MH, Maintenance and Testing of Fire Intrusion Alarm Systems in the amount of \$35,975.00 with Entec Systems, Inc. (Suwanee, GA), to provide immediate replacement of obsolete fire alarm control panel at the Fulton County Health and Human Services facility located at 4700 North Point Parkway, Alpharetta, GA 30022. Effective upon BOC approval.

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

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background The existing fire alarm control panel at 4700 North Point Parkway, Alpharetta, GA 30022, is obsolete and must be replaced in order for the facility to be in compliance with regulation NFPA-72 (National Fire Protection Association).

Scope of Work: This request for increase in spending authority is expected to cover the costs for

demolition of existing deficient fire alarm control panel, installation of new panel, completion of termination of wiring from all end-point devices, and the panel for operation conforming to requirements in NFPA-72.

Replacement Project Cost:

	Building	Project Description	Project Total Cost
1	4700 North Point Parkway	Silent Knight 1, 110 PT Addressable FACP 10amp Power Supply Remote Annunciator Addressable Photo Smoke Detector Addressable Heat 135^ detector Intelligent Non-Relay Photoelectric Duct- Smoke Housing Addressable Relay Module Addressable Control Module Addressable Dual Action Pull station Installation, programming, and final check-out 10% Parts Markup per contract	\$35,974.90
	Total Cost		\$35,974.90

This contract furnishes all parts, labor, equipment, and appurtenances necessary to provide on-site preventive maintenance and testing of fire-intrusion alarm systems and system components to include fire alarm main and sub panels, including intrusion alarm connections, for Fulton County facilities.

The scope of work includes, but is not limited to:

- LED lamp & batteries
- Smoke and heat detectors
- Horns and strobes
- Duct smoke detector
- Pull stations
- Fireman phone jacks
- Override panels

Community Impact: If this modification is not approved, we will not be able to replace fire alarms in a timely manner. Failure of fire alarm can also place the building out of compliance with Fire and Life safety Codes affecting its eligibility to continue County operations. This will cause enormous uncertainty in the operation of the system and potential risk to the property of Fulton County.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval as DREAM does not have the in-house capacity/expertise to complete the work needed.

The increased spending authority will allow DREAM to both complete the necessary installation and have sufficient spending authority for the remainder of FY 2023 to cover annual testing of fire intrusion alarm system services Countywide.

The project will be managed by the Department of Real Estate and Asset Management Building Maintenance division.

Historical Expenditures:

- FY2023: The County allocated/expenditures as of 5/10/2023, \$65,000.00
- FY2022: The County spent \$82,564.70
- FY2021: The County spent \$92,299.02
- FY2020: The County spent \$62,354.17
- FY2019: The County spent \$119,846.17
- FY2018: The County spent \$143,983.16

Project Implications: These are activities mandated by the State Fire Marshal. Non-compliance also could result in potential life-safety risks for employees and visitors to Fulton Count facilities.

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

Department Issues/Concerns: If this increase in spending authority is not approved, the subject facility will be non-compliant with fire code and subject to citations and fines assessed by the State of GA Fire Marshall. More importantly, the County risks the serious injury, or loss of life, of County staff and citizens.

Contract Modification

(B) Entec Systems, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0873	11/16/22	\$35,000.00
Increase Spending Authority No. 1			\$37,975.00
Total Revised Amount			\$70,975.00

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

Contract Value: \$35,975.00
Prime Vendor: Entec Systems, Inc.
Prime Status: Small Business Enterprise (SBE)
Location: Suwanee, GA
County: Gwinnett County
Prime Value: \$35,975.00 or 100.00%

Total Contract Value: **\$35,975.00 or 100.00%**
Total Certified Value: **\$35,975.00 or 100.00%**

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

- Exhibit 1: Amendment No. 1 to Form of Contract
- Exhibit 2: Cost Proposal
- Exhibit 3: Contractor's Performance Report

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$35,000.00
Previous Adjustments: \$0.00
This Request: \$37,975.00
TOTAL: \$70,975.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

500-520-5200-M003: Capital, Real Estate and Asset Management, Fire/Life Safety-2018-
\$35,975.00

Key Contract Terms	
Start Date: Effective upon BOC approval	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: 82

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2023

Report Period End:
3/31/2023

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **Entec Systems, Inc.**

Contract No. **22ITB134894C-MH, Maintenance and Testing of Fire-Intrusion Alarm Systems**

Address: **450 Satellite Blvd # P**
City, State **Suwannee, GA 30024**

Telephone: **(770) 931-0800**

E-mail: JCoile@entecsys.com

Contact: **Brent Laws,**
President

W I T N E S S E T H

WHEREAS, Fulton County (“County”) entered into a Contract with Entec Systems, Inc. to provide Maintenance and Testing of Fire-Intrusion Alarm Systems, dated January 1, 2023, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the purpose for of this amendment is for the approving of increase spending authority to cover the costs for immediate replacement of fire alarm control panel at the Fulton County Board of Health located at 4700 North Point Parkway, Alpharetta, GA 30022; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on June 7, 2023, BOC Item #23-.

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

This Amendment No. 1 to Form of Contract is effective as of the 7th day of June 2023, between the County and Entec Systems, Inc., who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To furnish all labor, materials, tools, equipment, and appurtenances necessary to provide immediate replacement of fire alarm control pane at the Fulton County Board of Health located at 4700 North Point Parkway, Alpharetta GA 30022.

Replacement Project Cost:

	Building	Project Description	Project Total Cost
1	Fulton County Board of Health @ 4700 North Point Parkway	Silent Knight 1, 110 PT Addressable FACP 10amp Power Supply Remote Annunciator Addressable Photo Smoke Detector Addressable Heat 135^ detector Intelligent Non-Relay Photoelectric Duct-Smoke Housing Addressable Relay Module Addressable Control Module Addressable Dual Action Pull station Installation, programming, and final check-out 10% Parts Markup per contract	\$35,974.90
2	Total Cost		\$35,974.90

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$35,975.00 (Thirty-Five Thousand Nine Hundred Seventy-Five Dollars and Zero Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

ENTEC SYSTEMS, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

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

Brent Laws,
President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Entec Systems
— Integrated Systems Solutions —

Account Manager: Jared Coile

Quote Number: 40495

Date 3/8/2023

Quote Expires on: 4/22/2023

Project: Fulton 4700 North FA Upgrade 2023

Quote To: Vijay Nair
Fulton County Government
136 Pryor Street

Atlanta GA 30303
(404) 612-6586

Qty	Part #	Description	Price	Extend
1	SK-6820	Silent Knight 1,110 PT Addressable FACP	\$1,780.00	\$1,780.00
2	SK-PS10	10amp Power Supply	\$675.00	\$1,350.00
1	5860R	Remote Annunciator	\$511.00	\$511.00
47	SK-PHOTO-W	Adressable Photo Smoke Detector	\$82.00	\$3,854.00
5	SK-HEAT-W	Adressable Heat 135^ detector	\$72.00	\$360.00
20	DNR	Intelligent Non-Relay Photoelectric Duct Smoke Housing	\$187.00	\$3,740.00
20	SK-PHOTO-R-W	Adresable Smoke Detector Remote Test for DNR	\$82.00	\$1,640.00
20	ST-5	Sampling Tube, 5'	\$20.00	\$400.00
17	SK-Relay	Adressable Relay Module	\$105.00	\$1,785.00
10	SK-CONTROL	Adressable Control Module	\$90.00	\$900.00
7	SK-Pull-DA	Addressable Dual Action Pullstation	\$117.00	\$819.00
15	SK-MINIMON	Adressable Mini Module	\$68.00	\$1,020.00
160	Labor	Installation, programming and final check-out	\$100.00	\$16,000.00
1	Parts Mark Up	10% Parts Markup per contract	\$1,815.90	\$1,815.90
		<u>Notes and Exclusions</u>		
		This quote is a part for part replacement of the existng Fire Alarm system. This quote includes labor and material with the work scope to be completed during normal business hours M-F 7am-5pm. If more time or material is needed, then a new quote will be issued at that time.		
		<i>All exisiting fire alarm cable and notification devices will remain the same.</i>		

Entec Systems Inc. will provide the following equipment and services as listed. Additional equipment and services may require an authorized change order from contractor.

Acceptance Terms Entec Systems Inc. quote is valid for 60 days, authorized signature and P.O. are required to insure pricing.

Payment Terms Equipment and materials, billed upon storage. Labor and installation, billed as progress payments.

Name: _____

Signature: _____

Project Total: \$35,974.90

ENTEC Systems, Inc.
450 Satellite Blvd., Suite P
Suwanee, Georgia 30024
770 931 0800 * 770 931 2010 fax
www.entecsys.com

Performance Evaluation Details

ID	E4
Project	Maintenance and Testing of Fire-Intrusion Alarm Systems
Project Number	19ITB118742C-BKJ
Supplier	Entec Systems, Inc.
Supplier Project Contact	Jared Coile (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	01/01/2023 to 03/31/2023
Effective Date	04/06/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	04/06/2023 08:09 AM EDT
Completion Date	04/06/2023 08:09 AM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

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

QUALITY OF PRODUCT OR SERVICE

17/20

Rating Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments Vendor met the quality requirements for the service most of the time. There were no instances of not having sufficient information in the report, and the reports were comprehensive and timely.

TIMELINESS OF PERFORMANCE

17/20

Rating Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments Vendor completed the work always in time and as scheduled. There has been no instance of any serious delay in starting the work or delay in completion of work. There were delays resulting from supply chain issues and the vendor always kept the customer/Contract Manager updated, of the process

BUSINESS RELATIONS

14/20

Rating Satisfactory: Response to inquiries and/or technical, service, administrative issues is consistently effective.

Comments Vendor provided services when required and as scheduled. Vendor response to inquiries related to work or technical aspects of the services were satisfactory. However slight effort in this matter from the vendor's side can make excellent results

CUSTOMER SATISFACTION

17/20

Rating Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments Vendor's performance resulted in excellent customer satisfaction. Vendor's response to inquiries were timely and mostly professional. There has been no recall on the work completed by the vendor.

COST CONTROL

17/20

Rating Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments Vendor always complied with the pricing in the ITB. Invoices were accurate and were submitted in time or as requested by the County representative. There has been no instance of a dispute about the charges in any invoice

GENERAL COMMENTS

Comments Vendor is efficient and professional in in work and is recommended for continued engagement



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0375

Meeting Date: 6/7/2023

Department

Real Estate and Asset Management

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

Request approval to increase the spending authority - Department of Real Estate and Asset Management, 22ITB134949C-GS, Tree Removal Services Countywide in the amount of \$75,000.00 with ArborServ, Inc. (Lithonia, GA), to provide additional tree removal services and related debris clean-up in support of landscape renovation projects at selected Fulton County libraries approved and funded as a part of the FY 2023 facilities capital plan. Effective upon BOC approval.

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

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background Approval to increase spending authority to cover the costs for additional tree removal services and related debris clean-up in support of capital landscape renovation projects at selected Fulton County libraries.

Scope of Work: The increase in spending authority is being requested to cover the costs for additional tree removal services and related debris clean-up in support of capital landscape

renovation projects at selected Fulton County libraries.

Additional Tree Removal Services Costs:

Project Description	# of Facilities	Est. Cost	Project Total Cost
Additional tree removal and related debris clean-up at selected Fulton County libraries	8	\$9,375.00	\$75,000.00
Increase Authority Needed		Est. Cost	\$75,000.00

This contract furnishes all materials, labor, tools, equipment, and transportation, necessary to provide on-site tree removal services Countywide for emergency/storm related circumstances or on an “as needed” basis for Fulton County.

The Scope of Work also includes but not limited to:

- Cutting the specified tree down even to the ground so as not to leave any visible stump
- De-limbing chopping/chipping and hauling off the premises.
- Debris must be hauled off immediately upon completion of job.
- Limb removal from living trees must be cut so as not to damage the limb collar.
- Stump grinding may be required on a case-by-case basis and when required shall be completed in accordance with industry standards.
- All debris from the grinding of the stump shall be removed, unless otherwise specified by the Project Manager.

Community Impact: Public safety would be gravely impacted if the County-owned properties are not cleared immediately.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval to increase spending authority to cover the costs for additional tree removal services and related debris clean-up in support of capital landscape renovation projects at selected Fulton County libraries.

The additional tree removal services will be managed and coordinated by the Department of Real Estate and Asset Management’s Ground’s division.

Historical Expenditures:

- FY2023: The County expenditure as of 5/15/2023, \$144,490.00
- FY2022: The County spent \$249,240.00
- FY2021: The County spent \$88,075.00
- FY2020: The County spent \$76,599.00
- FY2019: The County spent \$23,670.00

Project Implications: The additional tree removal services are critical to the County on-going

operations in the event of storm related emergencies and other dangerous tree removal clean-up on County-owned properties.

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

Department Issues/Concerns: If this increase spending authority is not approved, there will be a delay in completing the landscaping capital upgrades at multiple libraries.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0936	12/7/22	\$234,000.00
Increase Spending Authority No. 1			\$75,000.00
Total Revised Amount			\$309,000.00

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

Contract Value: \$75,000.00

Prime Vendor: ArborServ, Inc.

Prime Status: African American Male Business Enterprise

Location: Lithonia, GA

County: Dekalb County

Prime Value: \$75,000 or 100.00%

Total Contract Value: \$75,000 or 100.00%

Total Certified Value: \$75,000 or 100.00%

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

Exhibit 1: Amendment No. 1 to Form of Contract

Exhibit 2: Contractor’s Performance Report

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$234,000.00
 Previous Adjustments: \$0.00
 This Request: \$75,000.00
 TOTAL: \$309,000.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5408-1160: General, Real Estate and Asset Management, Professional Services-\$50,000.00

Funding Line 2:

100-520-5222-1160: General, Real Estate and Asset Management, Professional Services-\$25,000.00

Key Contract Terms	
Start Date: Effective Upon BOC approval	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Agenda Item No.: 23-0375

Meeting Date: 6/7/2023

Report Period Start:
1/1/2023

Report Period End:
3/31/2023

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **ArborServ, Inc.**

Contract No. **22ITB134949C-GS, Tree Removal Services Countywide**

Address: **2290 S. Stone Mountain Lithonia Road**
City, State **Lithonia, GA 30058**

Telephone: **(770) 484-5626**

E-mail: arborserv@yahoo.com

Contact: **Darryl A. Dorton**
CEO, Owner

W I T N E S S E T H

WHEREAS, Fulton County (“County”) entered into a Contract with **ArborServ, Inc.**, to provide Tree Removal Services Countywide Services, dated 1st day of January 2023, on behalf of the **Department of Real Estate and Asset Management**; and

WHEREAS, the purpose of this amendment is for the approval of increasing spending authority to cover the costs for additional tree removal services, related debris clean-up and hauling off in support of capital landscape renovation project at selected Fulton County libraries.

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on **June 21, 2023, BOC Items #23-**.

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

This Amendment No. 1 to Form of Contract is effective as of the 21st day of June, 2023, between the County and **ArborServ, Inc.**, who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To furnish all materials, labor, tools, equipment, transportation, and appurtenances necessary to provide additional tree removal services, related debris clean-up and hauling off in support of capital landscape renovation project at selected Fulton County libraries.

Additional Tree Removal Services Costs:

	Project Description	# Facility	Est. Cost	Project Total Cost
1	Additional tree removal and related debris clean-up at selected Fulton County libraries	8	\$9,375.00	\$75,000.00
3	Increase Authority Needed		Est. Cost	\$75,000.00

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$75,000.00** (Seventy-Five Thousand Dollars and Zero Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

ARBORSERV, INC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

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

Darryl A. Dorton,
CEO, Owner

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Performance Evaluation Details

ID	E1
Project	Tree Removal Services Countywide
Project Number	22ITB134949C-GS
Supplier	Arborserv
Supplier Project Contact	Darryl A. Dorton (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	01/01/2023 to 03/31/2023
Effective Date	05/15/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	05/15/2023 03:44 PM EDT
Completion Date	05/15/2023 03:44 PM EDT
Evaluation Score	100

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 This vendor is outstanding, all work exceeded expectations. Any issues are addressed immed

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 The vendor is able to work under short notice to satisfy last minute request for the removal of dead or dying trees

BUSINESS RELATIONS

20/20

Rating Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments Mr. Dorton is always available and responsive and returns call immediately.

CUSTOMER SATISFACTION

20/20

Rating Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments Mr. Dorton teams, staff, and work crews are very responsive.

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 The vendor prices and estimates confirm to the contract terms.

GENERAL COMMENTS

Comments Arbor Serv is an outstanding vendor



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0376

Meeting Date: 6/7/2023

Department

Real Estate and Asset Management

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

Request approval to increase the spending authority - Department of Real Estate and Asset Management, 20ITB125775C-CG (B), Electrical On Call Maintenance Services Countywide in the total amount of \$138,500.00 with ALL-N-1 Security Services, Inc. (Atlanta, GA), to provide immediate replacement and installation of 1,065 emergency exit lights in the Fulton County Government Center and Justice Center Complexes located at 141 Pryor Street, SW, Atlanta, GA 30303 and 185 Central Avenue, SW, Atlanta, GA 30303. Effective upon BOC approval.

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

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background The current emergency exit lights in the Government Center and Justice Center complexes are not compliant with current fire and life-safety code NFPA 101. This critical life-safety related project was approved and funded as a part of the FY 2023 facilities capital program. Request approval to increase spending authority to provide immediate replacement and installation of 1,065 emergency exit lights in the Fulton County Government Center and Justice Center Tower

Complexes for FY2023.

Scope of Work: This request for increase in spending authority is expected to cover the costs for demolition, replacement, and installation of 1,065 emergency exit lights in the Government Center buildings, Public Safety Building, Justice Center Building, Justice Center Tower, and Fulton County Courthouse.

Capital Exit Light Upgrade Costs:

	Description	Qty	Unit Cost	Total Costs
1	Wire Connected Red (#16 to #10)	3,195		\$1,118.25
2	Exit Universal	1,065		\$65,196.79
	Total Material/Cost	4,260		\$66,315.04
3	Electrician Hourly Labor	849	\$85.00	\$72,165.00
	Grand Total			\$138,480.04

This contract furnishes all materials, labor, tools, equipment, and appurtenances necessary to provide on-site emergency electrical on-call maintenance services on an “as needed” basis for Countywide facilities.

The Scope of Work also includes, but is not limited to:

- General lighting systems
- Distribution subpanels
- Motor starters not part of automated operations
- Receptacles
- Small water heaters
- Problems related to partial power loss in the buildings
- Emergency installation/extension of low and medium voltage power
- Operational problems on small (less than 10 hp) motor, pumps, fountains etc.
- Replacement and installation of lamps
- Trouble shoot the electrical system in County facilities
- Replacement and installation of distribution transformers

Community Impact: Emergency Exit Lights are to be maintained in 100% operating condition as requirement under fire and life safety codes. Exit light systems provide building occupants with guidance for the safe exit of a facility in the event of a fire.

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

The requested spending authority in the total amount of \$138,500.00 will cover cost for the replacement and installation of emergency exit lights at the Fulton County Government Center and

Justice Center Tower Complexes. This increase will allow the remaining spending authority in the contracts to cover the cost for Electrical On-Call Maintenance Services Countywide for the remainder of FY2023.

The project management is coordinated by the Department of Real Estate and Asset Management Building Maintenance Team.

Expenditure History:

- FY2023: The County allocated/expenditures as of 5/17/2023, \$138,297.79
- FY2022: The County spent \$151,534.73
- FY2021: The County spent \$162,625.98
- FY2020: The County spent \$249,820.23
- FY2019: The County spent \$263,429.20
- FY2018: The County spent \$125,693.18

Project Implications: This contract requires professional licenses, specialty tools, equipment, training, and technician skills to perform on-site electrical on call maintenance and repair services.

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

Department Issues/Concerns: If this increase spending authority is not approved, the buildings will not be in compliance with fire and safety code requirements. This could invite fines/penalties from authority having jurisdiction over the buildings resulting in increased insurance costs and liabilities.

Contract Modification

(B) ALL-N-1 Security Services, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0970	12/16/20	\$70,000.00
1st Renewal	21-0752	10/6/21	\$75,000.00
2 nd Renewal	22-0730	10/5/22	\$95,000.00
Increase Spending Authority No. 1			\$138,500.00
Total Revised Amount			\$378,500.00

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

Contract Value: \$138,500.00
Prime Vendor: All-N-1 Security Services, Inc.
Prime Status: African American Female Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$138,500.00 or 100.00%
Total Contract Value: \$138,500.00 or 100.00%

Total Certified Value: \$138,500.00 or 100.00%

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

- Exhibit 1: Amendment No. 1 to Form of Contract
- Exhibit 2: Cost Proposal
- Exhibit 3: Contractor’s Performance Report

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$70,000.00
 Previous Adjustments: \$170,000.00
 This Request: \$138,500.00
 TOTAL: \$378,500.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

500-520-5220-H016: Capital, Real Estate and Asset Management, Emergency Exit Light Upgrade-
\$138,500.00

Key Contract Terms	
Start Date: Upon BOC approval	End Date: 12/31/2023

Agenda Item No.: 23-0376

Meeting Date: 6/7/2023

Cost Adjustment:	Renewal/Extension Terms:
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Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Report Period Start:
10/1/2022

Report Period End:
12/31/2022

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **All-N-1 Security Services, Inc.**

Contract No. **20ITB125775C-CG, Electrical On Call Maintenance Services
Countywide**

Address: **3915 Cascade Rd. SW Suite 340**
City, State **Atlanta, GA 30331**

Telephone: **(404) 691-4915**

E-mail: rrobinson@alln1security.com

Contact: **Rick Robinson,
President**

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with All-N-1 Security Services, Inc. to provide Electrical On Call Maintenance Services Countywide, dated January 1, 2021, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the purpose for of this amendment is for the approving of increase spending authority to cover the cost for immediate replacement and installation of 1,065 emergency exit lights in the Fulton County Government Center and Justice Center Tower Complexes located at 141 Pryor Street SW, Atlanta, GA 30303 and 185 Central Avenue SW, Atlanta, GA 30303; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on June 21, 2023, BOC Item #23-.

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

This Amendment No. 1 to Form of Contract is effective as of the 21st day of June, 2023, between the County and All-N-1 Security Services Systems, Inc., who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To furnish all labor, materials, tools, equipment, and appurtenances necessary to provide immediate replacement and installation of 1,065 emergency exit lights in the Government Center

buildings, Public Safety Building, Justice Center Building, Justice Center Tower, and Fulton County Courthouse.

Capital Exit Light Upgrade Project Costs:

	Description	Qty	Unit Cost	Total Costs
1	Wire Connected Red (#16 to #10)	3,195		\$1,118.25
2	Exit Universal	1,065		\$65,196.79
	Total Material/Cost	4,260		\$66,315.04
3	Electrician Hourly Labor	849	\$85.00	\$72,165.00
	Grand Total			\$138,480.04

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$138,500.00** (One Hundred Thirty-Eight Thousand Five Hundred Dollars and Zero Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

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

CONSULTANT:

**ALL-N-1 SECURITY SERVICES,
INC.**

Rick Robinson,
President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
--	--

March 1, 2023
 (revised)

Fulton County
 141 Pryor St SW
 Atlanta, GA 30303

Attn: Obhi Gurwant
 404.702.5669
Gurwant.obhi@fultoncountyga.gov

The following is a proposal for labor and material to complete the following scope:

Electrical Scope: Demo and install 1065 Exit lights in the Government Center buildings, Public Safety Building, Justice Center Building, Justice Center Tower, and Fulton Co Courthouse.

Description	Qty	Material
WIRE CONN RED (#16 TO #10)	3195	\$1,118.25
EXIT UNIVERSAL	1065	\$65,196.79
Total Material	4260	\$66,315.04

Electrician Labor Hours: 849 Labor Rate: \$85.00 **Total Labor: \$72,165.00**

GRAND TOTAL: \$138,480.04

PROPOSAL ACCEPTED BY:

Print Name: _____

Signature _____ **Date:** _____

Performance Evaluation Details

ID	E1
Project	Electrical On Call Services Countywide
Project Number	20ITB125775C-CG
Supplier	AIIN1Security
Supplier Project Contact	Ronald Mangum (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2023 to 03/31/2023
Effective Date	04/07/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	04/07/2023 09:05 AM EDT
Completion Date	04/07/2023 09:05 AM EDT
Evaluation Score	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*



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0377

Meeting Date: 6/7/2023

Department

Real Estate and Asset Management

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

Request approval to accept a name change and authorizing the Department of Purchasing & Contract Compliance to reflect the name change of CBRE Heery, LLC (affiliate with CBRE Heery/Russell - a joint venture; Heery International, Inc./McAfee3; and CBRE Heery + Russell) to Turner & Townsend Heery, LLC. Effective upon BOC approval.

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

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background Approval to accept name change and authorizing the Department of Real Estate and Asset Management and Department of Purchasing & Contract Compliance to reflect the name change of CBRE Heery, LLC to Turner & Townsend Heery, LLC.

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

provided at the same level required for the project.

Contract Agreements:

1. RFP #10RFP04122K-DJ, Program Management Services for the Library Capital Improvement Program (FCLS-CIP)
2. RFP #17RFP107111K-EC, Project Management Team Services for FCURA
3. RFP #20RFP124887K-BKJ, Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments - Architectural and Engineering Services

Effective Date: January 1, 2023

Community Impact: There is no community impact.

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

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

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

Department Issues/Concerns: If this name change is not approved, there will be a delay in processing invoices for payments going forward for Contract Agreements #10RFP04122K-DJ, #17RFP107111K-EC, and #20RFP124887K-BKJ.

Contract Modification Non-Applicable

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

Name Change

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

Exhibit 1: Name Change Notification Letter

Exhibit 2: Certificate of Amendment Name Change-Office of Secretary of State of Georgia

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

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

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

Non-Applicable

Key Contract Terms	
Start Date: Effective Upon BOC Approval	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: Non-Applicable

Would you select/recommend this vendor again?

Yes

Report Period Start: N/A **Report Period End:** N/A



May 18, 2023

Tim Dimond, Deputy Director, DREAM
Felicia Strong-Whitaker, Director Purchasing and Contract Compliance
Fulton County, Georgia
141 Pryor Street, 6th Floor
Atlanta, Georgia 30303
Timothy.Dimond@fultoncountyga.gov
Felicia.strong-whitaker@fultoncountyga.gov

3550 Lenox Road
Suite 2300
Atlanta, Georgia 30326

www.turnerandtowntsend.com

For the attention of Tim Dimond and Felicia Strong-Whitaker

Dear Tim and Felicia,

**Re: Transfer of Ownership & Name Change of CBRE Heery, LLC
Amendment to Contract**

As you may be aware, the ownership of CBRE Heery, LLC changed on January 1 as our ownership transferred to Turner & Townsend, Inc., a CBRE affiliate. We'd like you to understand a few things about the sale. First, only the stock of Heery was transferred. Whereas we were owned by CBRE, Inc. previously, our new owner is Turner & Townsend, Inc. There has been no merger, consolidation, or sale of assets of our company. All our employees and management remain the same. Our Federal Identification number is the same. Since the transfer, it has been business as usual for our company, which means the level of commitment and service to you as our client is unaltered.

Since we are now part of Turner & Townsend, you should also know that the name of CBRE Heery, LLC was recently changed to Turner & Townsend Heery, LLC. Going forward, we will generally refer to ourselves as Turner & Townsend Heery. For your records, attached is a new W-9 form reflecting our new name.

One of the purposes of this letter is to find out how you wish to amend the contract between the parties to address our new name. We are willing to submit a formal change order or contract amendment if you prefer. However, another, perhaps simpler way to accomplish this is through a letter amendment as set forth below. If you are comfortable with the letter amendment, we ask that you sign below indicating your agreement and scan a copy back to the undersigned. Please do not hesitate to contact me with any questions.

Very truly yours,

Heather McKeen
Vice President
Turner & Townsend Heery
e: Heather.McKeen@turntown.com
c: 678.427.9722

Letter Amendment to Contract Dated October 11, 2022, Fulton County Central Warehouse
Project Management for FF&E (the "Contract") Between Fulton County, Georgia and CBRE Heery, Inc.

For valuable consideration, the parties amend the Contract as follows:

- A. Name. Wherever in the Contract, its exhibits and prior amendments, the name "CBRE Heery, Inc. or LLC" appears it is hereby revised to read "Turner & Townsend Heery, LLC"
- B. "CBRE Heery." Wherever the abbreviation "CBRE Heery" appears it is revised to read "Turner & Townsend Heery."
- C. All other terms and conditions of the Contract shall remain in full force and effect.

So agreed as of the date set forth above.

Fulton County, Georgia

By:
Its:

Turner & Townsend Heery, LLC



By: Heather McKeen
Its: Vice President

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

CERTIFICATE OF AMENDMENT
NAME CHANGE

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

CBRE Heery, LLC
a Domestic Limited Liability Company

has filed articles/certificate of amendment in the Office of the Secretary of State on 03/16/2023 changing its name to

Turner & Townsend Heery, LLC
a Domestic Limited Liability Company

and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles/ certificate of amendment.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on 03/20/2023.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF AMENDMENT

Electronically Filed
Secretary of State
Filing Date: 3/16/2023 4:17:48 PM

Article 1

Business Name : CBRE Heery, LLC
Control Number : J603076

Article 2

The date the original articles of organization were filed was: 07/23/1959

Article 3

The entity hereby adopts an amendment to change its name to the following new business name:

New Business Name : Turner & Townsend Heery, LLC
Effective Date : 03/16/2023

Authorizer Information

Authorizer Signature : Rob Chomiak

Authorizer Title : Member



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0378

Meeting Date: 6/7/2023

Department

Real Estate and Asset Management

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

Request approval of a recommended proposal - Fulton County Department of Real Estate and Asset Management, RFP#23RFP041723K-JA, Design/Build Services for the Fulton County Behavioral Health Crisis Center in the total amount of \$11,377,902.00 with Hogan Construction Group, LLC (Norcross, GA), to provide Design/Build services for the construction of the Fulton County Behavioral Health Crisis Unit at the Oak Hill Child Adolescent & Family Center located at 2805 Metropolitan Parkway, SW, Atlanta, GA 30315. Effective upon issuance of Notice to Proceed (NTP) through the anticipated issuance of a Temporary Certificate of Occupancy (TCO) after 217 calendar days or until completion of the construction project as determined by Fulton County.

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 \$100,000 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)*

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background Request approval of the recommended proposal to provide Design/Build Services for the Fulton County Behavioral Health Crisis Center.

Scope of Work: To provide Design-Build services for the construction of the Fulton County Behavioral Health Crisis Unit at the Oak Hill Child, Adolescent, & Family Center located at 2805 Metropolitan Parkway, SW, Atlanta, GA 30315.

The project goal is to construct an additional wing at and partially renovate Fulton County's Oak Hill Child, Adolescent, & Family Center. The improvements will house the County's new Adult Behavioral Health Crisis Unit. The construction will also include the partial renovation of the current administrative office area due to the new unit being connected to the current facility. The existing Oak Hill complex underwent a major renovation and additions in 2012 that interconnected the four original buildings on site. This project will require all engineering, construction, quality control, and other services as necessary to complete the design and construction of approximately 23,309 SF for the new facility and connected areas.

The Design Build Services shall consist of, but not limited to:

- Project Management (coordination with Fulton County Staff and Departments)
- Building analysis and Mobilization Plan
- Management and execution of a Safety Plan
- Prepare project schedule and monthly updates to reflect variance
- Provide recovery schedule and recommendations
- Management and execution of Design - Construction Documents Phase
- Management and execution of all required permits
- Management and execution of the Construction Procurement Phase
- Management and execution of all Construction Phase activities
- Management and execution of the Post Construction Phase
- The Design-Builder is required control of time and cost of project

The County requires a project schedule that achieves substantial completion with a temporary certificate of occupancy (TCO) within 217 calendar days of notice to proceed.

Community Impact: The successful completion of this project will provide citizens with access to Fulton County's first ever Behavioral Health Crisis facility. This facility will provide previously unavailable access to care and treatment options for individuals experiencing a behavioral health crisis.

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

The recommended design-builder will work in collaboration with the DREAM's Building Construction team and the County's Department of Behavioral Health representatives.

Project Implications: This contract's intent is to provide a fully functional Behavioral Crisis Center to meet the Behavioral Health Crisis needs of the constituents and employees of Fulton County's Behavioral Health Crisis Unit at Oak Hill Child Adolescent & Family Center.

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

Department Issues/Concerns: If this proposal is not approved, the County does not have the capacity, or the expertise, to perform the Design/Build services for the expansion and renovation to the Fulton County Behavioral Health Crisis Center.

Contract Modification No, this is a new procurement.

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

The Contract Value is \$11,377,902.00, the Construction Value is \$9,166,498.00

Contract Value: \$11,377,902.00
Prime Vendor: Hogan Construction Group, LLC/The Collaborative Firm, LLC Joint Venture (75/25)
Prime Status: Hogan (Non-Minority) 75% & The Collaborative Firm (AAMBE) 25%
Location: Norcross, GA
County: Gwinnett County
Prime Value: TBD

Subcontractor Value: TBD

Subcontractors: The Contractor must identify the subcontractors that will be utilized for this project 6 weeks after issuance of 75% construction documents

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

- Exhibit 1: Evaluation Committee Recommendation Letter
- Exhibit 2: Contractor’s Performance Report

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
 Previous Adjustments: \$0.00
 This Request: \$11,377,902.00
 TOTAL: \$11,377,902.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

448-520-ARP1-HINF: American Rescue Plan, Real Estate and Asset Management, Health Infrastructure - \$11,377,902.00

Key Contract Terms	
Start Date: Effective upon issuance of Notice to Proceed with Temporary Certificate of Occupancy (TCO)	End Date: Issued within 217 calendar days or until successful completion of project as determined by Fulton County
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: 3.40

Would you select/recommend this vendor again?

Yes

Report Period Start:
12/6/2018

Report Period End:
4/10/2021



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: May 30, 2023

PROJECT: 23RFP041723K-JA, Design-Build Services for Fulton County Behavioral Health Crisis Center

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 Fulton County Public Library System.

One (1) qualified firm submitted proposals for evaluation and consideration for award of this project:

1. Hogan Construction Group, LLC.

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 **Hogan Construction Group, LLC.** with a total score of _____ is the recommended vendor for the award of **23RFP041723K-JA, Design-Build Services for Fulton County Behavioral Health Crisis Center.**

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:

Joseph Davis, Director
Department of Real Estate and Asset Management (DREAM)

Timothy Dimond, Deputy Director
Department of Real Estate and Asset Management (DREAM)

Lloyd Nesbitt, Project Manager
Department of Real Estate and Asset Management (DREAM)

EVALUATION CRITERIA	WEIGHT	Hogan Construction Group, LLC.
Executive Summary	2	
Relevant Project Experience	15	
Project Team Qualifications	15	
Project Approach	30	
Accelerated Scheduling	18	
Availability of Personnel	5	
Employee Training	10	
Cost Proposal	10	
TOTAL SCORE:	100.00	

**To sum Total Score columns highlight the row and press F9*



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
Purchaser Order Number		Purchase Order Date	
Department			
Bid Number		Service Commodity	
Contractor			
Performance Rating			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
	0		
	1		
	2		
	3		
	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
	0		
	1		
	2		
	3		
	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
	0	
	1	
	2	
	3	
	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	
	1	
	2	
	3	
	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
	0	
	1	
	2	
	3	
	4	

Overall Performance Rating		Date	
Would you select/recommend this vendor again?			
Rating completed by:			
Department Head Name:			
Department Head Signature			

After completing the form:
 Submit to Purchasing
 Print a copy for your records
 Save the form



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0379

Meeting Date: 6/7/2023

Department

Community Development

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

Request approval of a Resolution by the Board of Commissioners to authorize the adoption and approval of the 2023 HUD Annual Action Plan to secure federal funds supporting projects and services needed by its low- and moderate-income citizens. Funding is as follows: Community Development Block Grant Program (CDBG) in the amount of \$1,475,286.00 and HOME Investment Partnership Program in the amount of \$775,570.00. A Fulton County general fund match is not required for the CDBG Program. Fulton County uses its general fund to support the required 25% match for the HOME program.

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

The grants will support projects and services needed by Fulton County's low and moderate-income citizens, according to 24 CFR 91.

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

Fulton County received official notice on February 27, 2023, informing the County of funding awards for the Community Development Block Grant Program (CDBG) in the amount of \$1,475,286 and the

HOME Investment Partnership Program (HOME) in the amount of \$775,570.

The Chairman of the Fulton County Board of Commissioners is authorized to disburse all CDBG and HOME grant funds for the purpose of implementing and aiding programs; and to execute, on behalf of Fulton County, all supplemental intergovernmental agreements, contracts, and related documents, as necessary and consistent with these programs and program amendments as approved by the Board of Commissioners.

Scope of Work:

CDBG proposes to utilize the 2023 funding allocation to support eligible projects and activities, which assist low to moderate income communities, administered by municipalities under the Fulton County Cooperative Agreement.

- A 2023 grant application was released to municipalities on September 8, 2021, for a 27 day period.
- CDBG virtual application technical assistance (TA) workshops were held on September 28, October 12, and October 19, 2021 via ZOOM.
- FY2023 budget for CDBG is \$1,475,286.

2023 CDBG Proposed Budget and Activity Funding

CDBG Budget Area	Activity	CDBG Proposed Funds Amount
Program Administration	Requirements to administer CDBG Program	\$295,057
Public Service	Fair Housing Activities	\$66,099
College Park	Charles E. Phillips Park Improvements	\$214,125
East Point	Demolition/Removal of Blighted Structures	\$134,100
Fairburn	Golightly Rain Garden and Greenspace	\$315,000
Hapeville	City Park Improvements	\$54,075
Palmetto	Snowfall I Drainage Basin & I Mitigation CCTV Phase 1	\$60,000
Union City	Roosevelt Highway Streetscape Improvements Phase II	\$336,830
CDBG Total		\$1,475,286

- I. HOME applications have not been solicited for FY 2023.
 - a. The department is working to issue RFP's for: Housing Rehab, CHDO (housing development activities), Tenant Based Rental and Down Payment Assistance.
 - b. FY 2023 HOME budget total is \$775,570.

2023 HOME Proposed Budget and Activity Funding

HOME Budget Area	Description	HOME Funds Amount
Program Administration	Requirements to administer the HOME program.	\$77,557
Home Ownership Program (HOP)	Down Payment and closing cost assistance for 1 st time home buyers in unincorporated Fulton County.	\$147,482
Tenant Based Rental Assistance	Rental Assistance for Housing Authority of Fulton County public housing voucher participants.	\$434,195
Community Housing Development Organizations (CHDOs)	Set aside for eligible nonprofit developments for CHDO related activities	\$116,336
HOME Total		\$775,570

Community Impact: HUD Entitlement funding for CDBG and HOME will help the County provide services to its low and moderate-income citizens.

Department Recommendation: Approve the requested action.

Project Implications: Approval for the use of these funds will increase the Community Development Department’s ability to timely provide both, community and individual level services to Fulton County citizens who reside outside the City of Atlanta.

Community Issues/Concerns: Public hearings were held on October 19, 2022 and February 27, 2023. There were no community concerns identified.

Department Issues/Concerns: If the 2023 Annual Action Plan is not approved, it will adversely impact the scope and range of services the County’ is able to provide to low and moderately low income populations in Fulton County.

Fiscal Impact / Funding Source

Funding Line 1:

[Click here to enter text.](#)

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.](#)

1 **RESOLUTION AUTHORIZING THE ADOPTION AND SUBMITTAL OF 2023 ANNUAL**
2 **ACTION PLAN AND AMENDMENTS TO THE DEPARTMENT OF HOUSING AND**
3 **URBAN DEVELOPMENT (HUD) FOR THE FEDERAL CDBG AND HOME**
4 **PROGRAMS; AUTHORIZING THE CHAIRMAN OF THE FULTON COUNTY BOARD**
5 **OF COMMISSIONERS TO DISBURSE THE FUNDS AND EXECUTE AND**
6 **ADMINISTER THE CONTRACTS AND RELATED DOCUMENTS CONSISTENT WITH**
7 **THESE FEDERAL PROGRAMS; AND FOR OTHER PURPOSES**

8
9 **WHEREAS**, the provision of services to address the needs of low- and moderate-
10 income residents of Fulton County is a vital activity necessary to the maintenance and
11 continued growth and development of both the County and the region; and

12 **WHEREAS**, Fulton County maintains an active partnership with the U.S.
13 Department of Housing and Urban Development (“HUD”) to promote development and
14 provide services to address the needs of low-and moderate-income citizens through
15 the Community Development Block Grant (“CDBG”), HOME Investment
16 Partnership (“HOME”), and their amendments; and

17 **WHEREAS**, HUD regulations require that entitlement jurisdictions, such as Fulton
18 County, establish a Consolidated Plan every five (5) years to analyze the needs of the
19 County's low- and moderate-income residents; and

20 **WHEREAS**, HUD regulations further require that such jurisdictions submit an
21 Annual Action Plan to document the projects and services to be provided with CDBG,
22 and HOME funds; and

23 **WHEREAS**, the Fulton County Board of Commissioners adopted the 2020
24 through the 2024 Consolidated Plan (Item #20-0478); and

25 **WHEREAS**, the Fulton County Board of Commissioners supports the submittal of
26 the 2023 Annual Action Plan and Amendments to secure federal funds supporting
27 projects and services needed by its low- and moderate-income citizens.

28 **NOW, THEREFORE, BE IT RESOLVED**, the Fulton County Board of
29 Commissioners hereby authorizes the adoption and submission of the 2023 Annual
30 Action Plan and Amendments and list of proposal activities for 2023 to HUD and directs
31 the application of all funds secured by this submittal to activities that benefit low- and
32 moderate-income residents of Fulton County as directed by the Board of
33 Commissioners and HUD; and

34 **BE IT FURTHER RESOLVED**, that the Chairman of the Fulton County Board of
35 Commissioners is hereby authorized to disburse all CDBG and HOME funds for the
36 purposes of implementing said projects and to execute on behalf of Fulton County all
37 supplemental intergovernmental agreements, contracts, and related documents and
38 papers, as necessary and consistent with these programs, program amendments and
39 this Resolution.

40 **BE IT FINALLY RESOLVED**, that the County Attorney is hereby authorized to
41 approve as to form and substance and make any modifications thereof, all supplemental
42 intergovernmental agreements, contracts, and related documents and papers,
43 as necessary, regarding these CDBG and HOME funds, prior to execution by the
44 Chairman.

45 **SO PASSED AND ADOPTED**, this _____ day of April, 2023.
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FULTON COUNTY, GEORGIA

By: Robert L. Pitts, Chairman
Fulton County Board of Commissioners

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ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo County Attorney

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

Chair, Board of Commissioners
Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2023 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Chair, Board of Commissioners

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Chair, Board of Commissioners
Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

Date

Chair, Board of Commissioners

Title

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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Fulton County receives funding annually from the U.S. Department of Housing and Urban Development under the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) Programs. The Department of Health & Human Services, Fulton County Department of Community Development is the County's designated department responsible for the federal grant programs. One of the requirements for receiving these funds is the development of a five-year Consolidated Plan for Housing and Community Development (CP) to provide policy direction for the next five years of funding decisions. The County prepared a new Five-Year Consolidated Plan for FY 2020-2024. The Consolidated Plan is the basis for allocation priorities and actions for FY 2023.

2. Summarize the objectives and outcomes identified in the Plan

Goals were established in the Five-Year Plan to meet the identified needs as follows:

- Decent Housing Goal #1 – Affordable Housing Construction and Preservation
 - Support the development of rental housing affordable to low- and moderate-income households, including projects located near employment, transportation, and other community resources and for seniors, veterans, people with disabilities, or other special needs households, such as people who are formerly homeless or at risk of homelessness.
 - As economically feasible, consider possible opportunities to extend the useful life of existing affordable rental housing by funding acquisition and/or rehabilitation activities
 - Support development of for-sale housing units affordable to low- and moderate-income households, including homes located near employment, transportation, or other community resources.
 - Increase the number of first-time homebuyers through down payment and closing cost assistance.
 - Encourage agencies to develop affordable for-sale housing that is accessible to people with disabilities.
- Decent Housing Goal #2 – Down Payment Assistance
 - Support development of for-sale housing units affordable to low- and moderate-income households, including homes located near employment, transportation, or other community resources.
 - Increase the number of first-time homebuyers through down payment and closing cost assistance.

- Encourage agencies to develop affordable for-sale housing that is accessible to people with disabilities.
- Decent Housing Goal #3 – Homeowner Rehabilitation
 - Preserve the existing affordable housing stock by assisting income-eligible homeowners with housing rehabilitation and repairs, with an emphasis on housing problems affecting health and safety.
- Suitable Living Environment Goal #1 – CDBG Public Services
 - Fund eligible public services to serve low- and moderate-income residents, youth, seniors, people with disabilities, and other special needs populations.
- Suitable Living Environment Goal #3 – Fair Housing Education and Enforcement
 - Provide assistance to eligible households which might include but is not limited to:
 - Fair housing education services to help residents, community organizations, and housing providers understand fair housing rights and responsibilities.
 - Provide fair housing complaint investigation services.
 - Consumer education and awareness around predatory lending fraudulent mortgages, and other housing scams.
- Suitable Living Environment Goal #4 – Facility and Infrastructure Improvements
 - Work with other County departments, cooperating cities within Fulton County, and non-profit agencies.
 - Fund infrastructure improvements and public facilities such as sidewalks, street lighting, pedestrian facilities, ADA improvements, and community centers in income-eligible areas.
 - Assist community service organizations in improving or expanding physical structures to serve homeless residents, low- and moderate-income households, and other special needs populations.
 - Demolish dilapidated structures to stop the spread of blight in low- and moderate-income areas as needed.
- Program Administration
 - Program administration related to the planning and execution of community development, housing, and homelessness activities assisted with funds provided under the CDBG, HOME, and ESG programs.

3. Evaluation of past performance

Each year, Fulton County reports its progress in meeting its five-year and annual goals by preparing a Consolidated Annual Performance Evaluation Report (CAPER). The CAPER is due to HUD within 90 days of the start of the new program year. The annual block grant allocation for Fulton County directly benefits Fulton County residents who reside in Fulton County but outside the jurisdictional boundaries of the Cities of Atlanta, John's Creek, Roswell and Sandy Springs. Specific cities in Fulton County that partnered through a Cooperative Agreement for the Urban Entitlement resources are the cities of

Alpharetta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Milton, Mountain Park, Palmetto, and Union City.

The CAPER for 2022 will be produced and available for public display in March 2023. During FY 2021, the County managed the three federal grant programs: CDBG, HOME and ESG. CDBG successfully contributed to the completion of projects to include parks and recreational developments, storm drainage and sewer system improvements, street and sidewalk improvements, community meeting facilities improvements, and handicap accessible facilities. During FY 2021, the County managed CARES Act funds through CDBG-CV and ESG-CV.

In 2021, the CDBG program served 985 individuals or households. Note: Housing rehabilitation is reported by household and there were 9 households served. The CDBG program is designed to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low to moderate income persons. Funds were used for municipal infrastructure and facilities projects.

HOME funds were allocated to homeownership opportunities, as well as Tenant Based Rental Assistance.

In 2021, there were 838 individuals served. In addition to what is reported in the table above, there were 33 persons who identified as multi-racial and data was not recorded for an additional 39 persons. Hispanic ethnicity was not counted for 5 persons served in ESG funded programs. Fulton County provided the funding for services to female homeless heads of household with children, families, unattached women and men, and youth through North Fulton Community Charities, Inc. from the period from January 1, 2021-December 31, 2021.

During 2021 Fulton County also received CARES Act assistance for CDBG and ESG and worked to develop a comprehensive community response. CDBG funds were allocated to several municipalities to undertake a variety of activities that prevent, prepare for, and respond to coronavirus. ESG funds were used to support the homeless shelters and outreach efforts, provide for rapid re-housing, and homeless prevention.

Copies of recent CAPERs are available for review at Fulton County's Community Development Department or online at <https://www.fultoncountyga.gov/inside-fulton-county/fulton-county-departments/community-development/housing-and-urban-development-funded-programs>.

4. Summary of Citizen Participation Process and consultation process

Fulton County consulted with residents, County staff, government agencies, nonprofit agencies, housing and homeless service providers, and others to develop this Annual Action Plan (AAP). The County held two public meetings on October 19, 2022 and February 27, 2023 and interviewed key stakeholders to develop its strategy for 2023. Applications were solicited from local municipalities for CDBG funds. HOME funds were allocated to an on-going homeownership program and Tenant-Based Rental Assistance.

Fulton County held two virtual meetings to receive stakeholder input on the draft plan. The first meeting was held to receive Citizen input on the needs of the County that could be met with federal grant funds and to provide a summary of the past use of funds. The second public hearing was held to provide an opportunity for the public to comment on the draft Annual Action Plan. The 30-day public comment period ran from March 9, 2023 and ending April 7, 2023.

5. Summary of public comments

Fulton County held a public needs meeting on October 19, 2022, second public hearing on February 27, 2023 and third public hearing on March 13, 2023.

[additional information will be added after the 2nd public hearing]

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted.

7. Summary

See above

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	Fulton County	Department of Community Development
CDBG Administrator	Fulton County	Department of Community Development
HOME Administrator	Fulton County	Department of Community Development

Table 1 – Responsible Agencies

Narrative (optional)

The Fulton County Department of Community Development provides oversight, management, and administration of projects, programs, and initiatives as shown with the Annual Action Plan. The Department of Community Development is responsible for all documentation, administrative, and compliance requirements of the HUD-funded programs that the County administers, including the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs.

The County works actively to establish and support relationships with other County departments, federal and state agencies, local governments, nonprofit organizations, and private sector partners to identify affordable housing, community development, and supportive service needs in Fulton County and develop strategies to meet these needs with combined resources. Multiple Fulton County departments, nonprofit organizations, and municipalities in Fulton County (Alpharetta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Milton, Mountain Park, Palmetto, and Union City, as of current cooperative agreements) are primarily responsible for implementing programs and services covered by the Consolidated Plan under supervision of the Department of Community Development.

Consolidated Plan Public Contact Information

Mia Redd

Deputy Director

Health & Human Services, Fulton County Department of Community Development

137 Peachtree Street SW, Atlanta, Georgia 30303,

Phone: 404-808-4150

Email: mia.redd@fultoncountyga.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

Fulton County conducted a variety of public outreach to gather input from County and City staff, government agencies, nonprofit agencies, affordable housing developers, local service providers, and county residents in preparing this plan. The County held two public meetings open to the public; and interviewed a variety of nonprofit staff and Continuum of Care members, Health and Human Services Department staff, and queried cooperating cities regarding anticipated capital projects.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

Fulton County works closely with public and private sector providers to ensure delivery of services to residents and to promote interagency communication and planning. The County has representatives on many non-profit agency boards and/or advisory committees. The County works with various housing, health, mental health, and service agencies to gather data and identify gaps in services.

In developing the Consolidated Plan in 2020 and the 2023 Annual Plan, the County strived to include input from housing providers and health, mental health, and other service agencies. A variety of assisted housing providers and health, mental health, and service agency stakeholders were invited to attend the public meeting held October 19, 2022. Stakeholders included city elected officials and staff, housing authority staff, housing developers, nonprofit organizations, homeless housing and service providers, mental health service providers, agencies serving people with disabilities, an agency representing persons with limited English-speaking ability, senior services, workforce development organizations, and others. The public meetings and interviews included discussions of the connections between housing and other community needs.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Fulton County falls within the Fulton County Georgia-502 Homeless Continuum of Care (CoC), which was formed to provide a more focused approach to issues of homelessness within the County. The CoC was formed in 2014 to carry out the planning responsibilities for homeless people within the political boundaries of Fulton County. It coordinates housing, services, and funding streams; promotes community-wide commitment to goals of ending homelessness; analyzes homeless needs in the county; and coordinates the housing and services systems to align resources & functions.

From a regional perspective, the County collaborates with the State of Georgia, City of Atlanta, and DeKalb County to facilitate service coordination, client referrals and the collection of data through a shared Homeless Management Information System (HMIS). In preparation of this AAP, the County

conducted board development activities with the CoC, and coordinated closely with the CoC in the preparation of this AAP as well as the County's HOME-ARP Allocation Plan.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The Emergency Solutions Grant Program is designed to identify sheltered and unsheltered homeless persons, as well as those at risk of homelessness, and provide the services necessary to help those persons to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness. The program focuses on assisting people to regain stability and move to permanent housing.

The County is not expecting to receive ESG fund sin 2023; however, in the expenditure of 2020 and 2021 funds, the County consulted stakeholders include emergency, transitional, and supportive housing providers; service providers and community organizations; and local government agencies.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Representative agencies, groups, and organization that were contacted during the year and specifically for the 2023 Annual Action Plan are shown in the table on the following pages. In addition to the agencies listed, others may have participated in public meetings .

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	ATLANTA LEGAL AID
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	As a subrecipient, Atlanta Legal Aid provides fair housing outreach and education.
2	Agency/Group/Organization	City of College Park
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Market Analysis non-housing improvements
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	College Park is a subrecipient of funding.
3	Agency/Group/Organization	CITY OF EAST POINT
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of East Point is a subrecipient of funding.
4	Agency/Group/Organization	CITY OF HAPEVILLE
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Market Analysis non-housing improvements
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Hapeville is a subrecipient of funding.
5	Agency/Group/Organization	City of Fairburn Georgia
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs non-housing improvements
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Fairburn will be a subrecipient of funds of CDBG funds.
6	Agency/Group/Organization	CITY OF UNION CITY
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	non-housing needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Union City will be a subrecipient of funds for 2022 CDBG.
7	Agency/Group/Organization	CITY OF PALMETTO
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	non-housing needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Palmetto will be a subrecipient of funds for 2022 CDBG.
8	Agency/Group/Organization	Fulton County Housing Authority
	Agency/Group/Organization Type	PHA Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Fulton County Housing authority provides services to those households in lowest income brackets. The HAFC provides counseling for homeownership and self-sufficiency.
9	Agency/Group/Organization	Housing Authority of the City of East Point
	Agency/Group/Organization Type	PHA Services-Employment

	What section of the Plan was addressed by Consultation?	Public Housing Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	East Point Housing Authority offers Self-Sufficiency educational programming to residents and has recently developed a new Senior housing opportunity.
10	Agency/Group/Organization	Community Assistance Center
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Community Assistance Center provides homeless prevention services for persons threatened with homelessness.
11	Agency/Group/Organization	FULTON COUNTY HEALTH & HUMAN SERVICES DEPARTMENT
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-Health Other government - County
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The Fulton County Department of Health and Human Services provides oversight to the COC and homeless services for the County, including the ESG Program.</p>
---	---

Identify any Agency Types not consulted and provide rationale for not consulting

The County consulted Broadband providers in preparation of the 2020 Consolidated Plan. No further consultation was conducted for the AAP preparation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Fulton County	Continuum of Care members assist with emergency shelter, transitional housing, homelessness prevention, and outreach and supportive services, which align with goals and priorities identified in the Strategic Plan.
Fulton County Strategic Plan (2020-2024)	Fulton County Office of Strategy and Performance Management	<p>Goals identified in the Comprehensive Plan which align with those of the Strategic Plan include:</p> <ul style="list-style-type: none"> • Improve the quality, quantity, and accessibility of housing stock across the County. • Develop a sense of community and independence among seniors and intellectually and developmentally disabled (IDD) persons by providing an affordable, safe space to receive care. • Ensure that the county-wide workforce has the skills needed to meet business demand and opportunities to overcome hiring barriers. • Expand the County’s economic development impact by pursuing opportunities that link to regional economic development efforts, target areas with the greatest need, and increase return on investment. • Deliver high quality cultural and recreation services through County facilities. • Increase access to arts and culture services across the county by funding organizations key to the county’s cultural ecosystem. • Ensure that Fulton County residents live in the healthiest environment possible.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Fulton County Comprehensive Plan (2016-2035)	Fulton County Department of Planning and Community Services	<p>Goals identified in the Comprehensive Plan which align with those of the Strategic Plan include: Senior housing options should expand as the population continues to grow.</p> <ul style="list-style-type: none"> • Make Aging in Place a more achievable reality by aligning with the goals and policies of the Atlanta Regional Commission’s Aging-in-Place initiative. • Encourage a wide variety of housing types to accommodate a range of income levels for current and future residents. • Promote appropriate infill housing and development through planning, infrastructure placement, and regulations. • Encourage development that promotes open space, walking paths and bicycle lanes as a means to connectivity and neighborhood cohesiveness. • Review current land use development patterns that may cause difficulties in the creation of walkable/bikeable communities and MARTA transit opportunities by encouraging wider sidewalks and pedestrian amenities. • Seek transportation enhancements (highway, transit, bicycle, and pedestrian) to compliment and align with land use efforts. • Plan and design multi-use trails and/or sidewalks during the development or renovation of any Fulton County facility. • Encourage cooperative efforts between the city, county and school district to provide adequate facilities for community activities and needs (i.e. senior and youth centers).

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Fulton County Homeless Plan Strategy	Fulton County Homeless Programs Division	<p>Goals identified in the Draft Homeless Plan Strategy which align with those of the Strategic Plan include:</p> <ul style="list-style-type: none"> • Expand Housing Resources: <ul style="list-style-type: none"> ○ Expand the inventory of low-income housing in both non-profit and for-profit sectors and grow the sources of available funding. ○ Develop goals in partnership with the Fulton County’s Departments and programs that provide services to the homeless population to include sub-goals for each homeless sub-population, including single adults, families with children, and units for youth. • Standardize Best Practices: Establishment of system-wide basic standards for all county funded service providers to increase housing placement and reduce reentry to homelessness. • County Homeless Housing Policy: Build a cohesive, county policy framework via zoning, development and related policy areas to create a unified and effective approach to include: Increased Housing Densities; Review of County Housing Development Standards; Integration of local municipality planning processes; and, Exploration of local municipality resources.

Table 3 – Other local / regional / federal planning efforts

Narrative

During FY 2023, the County will continue to work with other local public and private entities, regional organizations, and the state of Georgia. Several public entities provided input during the development of this Plan, including the Atlanta Regional Commission, Fulton County Department of Community Development, Fulton County Continuum of Care, the Housing Authority of Fulton County, Fulton County Schools, the Fulton County Development Authority, and the East Point and Fairburn Housing Authorities, the Cities of Alpharetta, East Point, College Park, Fairburn, Hapeville, Milton, Mountain Park, Union City and Palmetto.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Fulton County's Citizen Participation Plan provides the steps to be taken to ensure that the public and stakeholders in the federal grant programs have a say in the development of the Action Plan. This process includes outreach to municipalities and organizations. Such outreach included:

1. Informing the municipalities and organizations of the availability of funds, application deadline. Letters and emails were sent out in August 2021 to request funds for a two year period.
2. The first public meeting was held on October 19, 2022. The hearing was advertised in the local newspaper and a blast emailed to a cross section of organizations, municipalities, state agencies, as well as advocacy organizations focused on fair housing, and language barriers to inform them of the hearing.
3. The Action Plan was disseminated by email to the participating jurisdictions as well as organizations that represent low- and moderate-income persons and those with limited English proficiency. The second public hearing announcement was included in this communication.
4. The plan was available for public comment for 30 days and available on the county website.
5. A second hearing will be held on February 27, 2023 and advertised with the availability of the Action Plan for display. Notice will be disseminated through agencies that have contact with low- and moderate-income persons and those with limited English proficiency.
6. Comments received were provided during the public hearing during which participants indicated [complete after 2nd public hearing]

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Needs Hearing	General Public	Zero people attended the 1 st Public Needs Hearing	None	None	N/A
2	Newspaper Ads	General Public	The newspaper ads were used to inform the public of the first and second public hearings as well as the availability of the plan.	N/A	None	N/A
3	Public Hearing	General Public	February 27, 2023			N/A
4	Letters /Emails	Municipalities and Agencies	Sent to inform entities of process and encourage participation by constituent groups	TBD	None	N/A

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The table below shows the County’s grant allocations for the 2023 program year as announced by HUD, along an estimate of anticipated grant funding for the remaining years covered by this Consolidated Plan. This estimate assumes that funding over the remaining years will average to be about the same as the 2020 allocations upon which this project was based. All grant funds will be used to support the Fulton County Department of Community Development’s goals to provide decent affordable housing, a suitable living environment, and expanded economic development.

HOME Program income reflects the actual amount of prior year program income available for use in 2023.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Federal	Acquisition Admin and planning Economic development Housing Public improvements Public services	\$1,475,286	\$0	\$0	\$1,475,286	\$1,400,000	CDBG funds may be used to carry out activities related to housing rehabilitation, demolition and community revitalization, public infrastructure improvements, park improvements, public services, and planning.
HOME	Federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	\$775,570	\$0	\$0	\$775,570	\$675,000	HOME funds may be used for homebuyer assistance, TBRA, homeowner rehab, affordable housing development, CHDO activities, and program administration.
ESG	Federal	Conversion and rehab for transitional housing Financial assistance Overnight shelter Rapid re-housing Rental assistance services Transitional housing	\$0	\$0	\$0	\$0	\$0	ESG funds may be used for homeless prevention, rapid rehousing, emergency shelter and services, street outreach, HMIS, and program administration.

Annual Action Plan

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Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Fulton County will use federal funds to leverage additional private, state, and local funds where applicable. Fulton County funding serves as gap financing for housing development projects, which typically also include a combination of private and other public funds.

There are no CDBG Matching funds requirements. Communities are encouraged to use CDBG funds to leverage local funds to undertake projects of local significance.

HOME requires a matching fund contribution of 25% as outlined in 24 CFR 92.218. These are anticipated to be satisfied through a mix of match carryover from prior years as interest foregone as a result of homeowners received below market rate loans with HOP assistance. The County provides matching funds of twenty-five cents from the County's General Fund for each HOME dollar expended.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

CDBG funding will be used to develop public facilities for public purposes using existing owned properties to include parks, recreational facilities, and community centers in low- and moderate-income areas of the County. Sidewalks, including accessibility improvements for sidewalks and curbs, may be installed or replaced in these areas, especially in locations with high pedestrian use such as routes commonly used by school children or people walking to public transportation and shopping. Funds will also be used of infrastructure projects including sewer improvements and pump station upgrades.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Decent Housing Goal #1 – Affordable Housing Construction and Preservation	2023	2024	Affordable Housing	County Wide	Develop and Preserve Affordable Rental Housing	HOME: \$116,336.00	Rental Units Constructed: 2 housing units
2	Decent Housing Goal #2 – Down Payment Assistance	2023	2024	Affordable Housing	County Wide	Affordable Homeownership Opportunities	HOME: \$147,482.00	Direct Financial Assistance to Homebuyers: 3 households

3	Decent Housing Goal #4 – Rental Assistance	2023	2024	Affordable Housing	County Wide	Develop and Preserve Affordable Rental Housing	HOME: \$434,195.00	Tenant-based rental assistance/Rapid Rehousing: 25 households
4	Suitable Living Environment Goal #3 – Fair Housing Education and Enforcement	2023	2024	Non-Housing Community Development	County Wide	Fair Housing Education and Enforcement	CDBG: \$66,099	Public Services activities for Low/Moderate Income Housing Benefit: 30 households
5	Suitable Living Environment Goal #4 – Facility and Infrastructure Improvements	2023	2024	Non-Housing Community Development	County Wide	Community Improvements	CDBG: \$1,114,130	Public Facility or Infrastructure other than Low/Moderate Income Housing Benefit: 90,186 persons
6	Program Administration	2023	2024	Other	County Wide	Program Administration	CDBG: \$295,057 HOME: \$77,557	Other: 3

Table 6 – Goals Summary

Goal Descriptions

- Decent Housing Goal #1 – Affordable Housing Construction and Preservation

- Support the development of rental housing affordable to low- and moderate-income households, including projects located near employment, transportation, and other community resources and for seniors, veterans, people with disabilities, or other special needs households, such as people who are formerly homeless or at risk of homelessness.
- As economically feasible, consider possible opportunities to extend the useful life of existing affordable rental housing by funding acquisition and/or rehabilitation activities
- Support development of for-sale housing units affordable to low- and moderate-income households, including homes located near employment, transportation, or other community resources.
- Increase the number of first-time homebuyers through down payment and closing cost assistance.
- Encourage agencies to develop affordable for-sale housing that is accessible to people with disabilities.
- Decent Housing Goal #2 – Down Payment Assistance
 - Support development of for-sale housing units affordable to low- and moderate-income households, including homes located near employment, transportation, or other community resources.
 - Increase the number of first-time homebuyers through down payment and closing cost assistance.
 - Encourage agencies to develop affordable for-sale housing that is accessible to people with disabilities.
- Decent Housing Goal #4 – Rental Assistance
 - Assist income-eligible renter households with tenant-based rental assistance.
 - Collaborate with agencies in the Continuum of Care (CoC) and others to assist households at-risk of homelessness with short-term rental payments, utility assistance, rapid rehousing, or other assistance.
 - Collaborate with agencies in the CoC and others to assist people who are homeless through provision of and access to emergency, transitional, and permanent housing to enable them to move to appropriate housing and achieve greater stability.
- Suitable Living Environment Goal #3 – Fair Housing Education and Enforcement
 - Provide assistance to eligible households which might include but is not limited to:
 - Fair housing education services to help residents, community organizations, and housing providers understand fair housing rights and responsibilities.
 - Provide fair housing complaint investigation services.
 - Consumer education and awareness around predatory lending fraudulent mortgages, and other housing scams.
- Suitable Living Environment Goal #4 – Facility and Infrastructure Improvements
 - Work with other County departments, cooperating cities within Fulton County, and non-profit agencies.
 - Fund infrastructure improvements and public facilities such as sidewalks, street lighting, pedestrian facilities, ADA improvements, and community centers in income-eligible areas.

- Assist community service organizations in improving or expanding physical structures to serve homeless residents, low- and moderate-income households, and other special needs populations.
- Demolish dilapidated structures to stop the spread of blight in low- and moderate-income areas as needed.

Projects

AP-35 Projects – 91.220(d)

Introduction

The projects listed below represent the activities Fulton County plans to undertake during the 2023 program year to address the goals of providing decent affordable housing, promoting a suitable living environment, and encouraging economic opportunity. The allocation of funding for the 2023 projects has been determined based on overall priority needs of county residents and community input received during the planning process.

Projects

#	Project Name
1	2023 Home Ownership Program
2	2023 Tenant-Based Rental Assistance
3	2023 HOME CHDO
4	2023 HOME Program Administration
5	Hapeville – City Park Improvements [multiple parks]
6	City of Fairburn—Golightly Rain Garden and Greenspace
7	Union City—Roosevelt Highway Streetscape Improvements Phase II
8	Palmetto—Snowfall I Drainage Basin & I Mitigation CCTV Phase 1
9	East Point- Demolition/Removal of Blighted Structures
10	College Park—Charles E. Phillips Park Improvements
11	2023 CDBG Program Administration
12	2023 Fair Housing Activities

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

In allocating funding, Fulton County prioritized affordable housing, fair housing, homelessness, and community revitalization (including facility, park, and infrastructure improvements), which emerged as critical needs during the Consolidated Planning process. Fulton County does not designate specific areas for allocation of funds as part of its strategic use of HUD grant funds. Instead, the County’s programs are designed to serve eligible individuals and households throughout the County’s service area.

Obstacles to meeting underserved needs include limited funding availability, limited affordable housing development opportunities and shovel-ready projects, and increased development costs.

The funding amounts proposed below represent estimated amounts based on what the County expects to receive from HUD. The final project budgets will be determined upon Congressional budget

appropriations and the County's actual allocation amount. Should the County receive more than projected, the County will adjust this budget by increasing administration to the maximum 20% allowed; then, each project will receive additional funds commensurate with the increase in the County's allocation (for instance, if the County's allocation increases by 3%, each project will receive an increase of 3%). If the County receives less than these estimates, project budgets will be reduced according to the methodology above. The County does not expect to receive ESG funds in 2023; however, should the County be awarded ESG funds once allocations are announced, the County will allocate no more than 60% of its award to emergency shelter and street outreach activities. 40% will be allocated to rapid rehousing and homeless prevention activities.

AP-38 Project Summary

Project Summary Information

	Project Name	2023 Home Ownership Program
	Target Area	Countywide
	Goals Supported	Decent Housing Goal #2 – Down Payment Assistance
	Needs Addressed	Affordable Homeownership Opportunities
	Funding	HOME: \$147,482
	Description	Loans to eligible first-time homebuyers to assist with down payment costs related to eligible home purchases in Fulton County.
	Target Date	12/31/2023
	Estimate the number and type of persons that will benefit from the proposed activity	Direct financial assistance to homebuyers: 3 households assisted
	Location Description	Specific locations within the Fulton County entitlement jurisdiction to be determined during the program year
	Planned Activities	Down payment assistance to first time homebuyers.
2	Project Name	2023 Tenant-Based Rental Assistance
	Target Area	Countywide
	Goals Supported	Decent Housing Goal #4 – Rental Assistance

	Needs Addressed	Rental Assistance, Homelessness Prevention, and Rapid Rehousing
	Funding	HOME: \$434,195.00
	Description	Reimbursement to contracted partner(s) to provide tenant-based rental assistance programs for extremely low- and low-income households.
	Target Date	12/31/2023
	Estimate the number and type of persons that will benefit from the proposed activity	Tenant based rental assistance / rapid rehousing: 25 households assisted
	Location Description	Specific locations within the Fulton County entitlement jurisdiction to be determined during the program year
	Planned Activities	Tenant-based rental assistance for extremely low- and low-income households.
3	Project Name	2023 HOME Program CHDO
	Target Area	Countywide
	Goals Supported	Decent Housing Goal #1 – Affordable Housing Construction and Preservation
	Needs Addressed	Develop and Preserve Affordable Rental Housing
	Funding	HOME: \$116,336
	Description	Set aside funds for CHDO activities.
	Target Date	12/31/2023

	Estimate the number and type of persons that will benefit from the proposed activity	Rental Units Constructed; 2 units
	Location Description	Countywide
	Planned Activities	CHDO eligible activities
4	Project Name	2023 HOME Program Administration
	Target Area	Countywide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	HOME: \$ 77,557
	Description	Program administration costs related to the overall planning and execution of HOME-assisted affordable housing activities, in accordance with the HOME administrative cap. Up to 10 percent of each year's HOME grant plus program income can be obligated for planning and administrative costs.
	Target Date	12/31/2023
	Estimate the number and type of persons that will benefit from the proposed activity	0
	Location Description	Countywide
	Planned Activities	Program administration costs related to the overall planning and execution of HOME-assisted affordable housing activities.
5	Project Name	Hapeville – City Park Improvements

	Target Area	City of Hapeville
	Goals Supported	Suitable Living Environment Goal #4 – Facility and Infrastructure Improvements
	Needs Addressed	Community Improvements
	Funding	CDBG: \$54,075
	Description	City Park Improvements/Project scope to consist of installing park benches and trash cans at Cofield Park, Jess Lucas Park, John Lewis Park, and Lake Park.
	Target Date	12/31/2023
	Estimate the number and type of persons that will benefit from the proposed activity	Citywide – city population 6,553
	Location Description	Cofield Park, Jess Lucas Park, John Lewis Park, and Lake Park
	Planned Activities	Park improvements Matrix Code 03F
6	Project Name	City of Fairburn – Golightly Rain Garden and Greenspace
	Target Area	City of Fairburn
	Goals Supported	Suitable Living Environment Goal #4 – Facility and Infrastructure Improvements
	Needs Addressed	Community Improvements
	Funding	CDBG: \$315,000
	Description	Golightly Rain Garden and Greenspace/Project scope to consist of construction of passive, public greenspace that will include

		walking trails, a pedestrian footbridge, a small picnic pavilion, seating options and aesthetically pleasing green infrastructure. The trail will be comprised of graded aggregate base (G.A.B) or slate chips with timber edging.
	Target Date	12/31/2023
	Estimate the number and type of persons that will benefit from the proposed activity	Survey conducted: 161 people
	Location Description	City owned parcel at intersection of Golightly Street and W. Cambellton Street.
	Planned Activities	Walking trails, a pedestrian footbridge, a small picnic pavilion, seating options, and green infrastructure.
7	Project Name	Union City – Roosevelt Highway Streetscape Improvements Phase II
	Target Area	City of Union City
	Goals Supported	Suitable Living Environment Goal #4 – Facility and Infrastructure Improvements
	Needs Addressed	Community Improvements
	Funding	CDBG: \$336,830
	Description	Roosevelt Hwy Streetscape Improvements Phase II/The Roosevelt Highway streetscape project includes the portion of Highway 29 from Highway 138 to Dixie Lake Road. The project will provide ADA accessible sidewalk upgrades, landscaping and lighting. The streetscape improvements supports the City's efforts to improve safety and quality of life.
	Target Date	12/31/2023

	Estimate the number and type of persons that will benefit from the proposed activity	19,665 persons in CTs 105.12-105.13
	Location Description	Downtown Union City
	Planned Activities	Street improvements Matrix Code 03L
8	Project Name	Palmetto—Snowfall I Drainage Basin & I Mitigation CCTV Phase 1
	Target Area	City of Palmetto
	Goals Supported	Suitable Living Environment Goal #4 – Facility and Infrastructure Improvements
	Needs Addressed	Community Improvements
	Funding	CDBG: \$60,000
	Description	Snowfall I & I Mitigation-CCTV Phase 1 /Scope of project to include lighting cleaning of all sanitary sewer mains within the Snowfall drainage basin, heavy cleaning of sanitary sewer mains that require cleaning due to root intrusion, heavy debris and blockage within the lines. Removal of protruding laterals on CCTV for each of the sanitary sewer mains (8' to 12" sizing). CCTV on each lateral that connects to the sewer mains (less than 8"). Manhole inspection within the Snowfall Drainage Basin and location of buried manholes with the Snowfall Basin.
	Target Date	12/31/2023
	Estimate the number and type of persons that will benefit from the proposed activity	CT 104 BG 3 population 3,885
	Location Description	Palmetto

	Planned Activities	Infrastructure Improvement Matrix Code 03J
9	Project Name	East Point- Demolition/Removal of Blighted Structures
	Target Area	Citywide
	Goals Supported	Suitable Living Environment Goal #4 – Facility and Infrastructure Improvements
	Needs Addressed	Community Improvements
	Funding	CDBG: \$134,100
	Description	Demolition/Removal of blighted-dilapidated structures identified by the City of East Point's City's Clean City Initiative program.
	Target Date	12/31/2023
	Estimate the number and type of persons that will benefit from the proposed activity	8 properties to be demolished
	Location Description	Scattered site City of East Point
Planned Activities	Clearance Matrix Code 04	
10	Project Name	College Park—Charles E. Phillips Park Improvement
	Target Area	Citywide
	Goals Supported	Suitable Living Environment Goal #4 – Facility and Infrastructure Improvements

	Needs Addressed	Community Improvements
	Funding	CDBG: \$214,125
	Description	Charles E. Phillips Park Improvement/Scope of work consists of the construction, rehabilitation and installation of proposed public facility improvement. Project will also include the beautification enhancements, equipment replacement, enhanced site utilization and maintain ADA accessibility compliance.
	Target Date	12/31/2023
	Estimate the number and type of persons that will benefit from the proposed activity	CT 106.04 (3), 106.03 (1) 2,730 people
	Location Description	4400 Herschel Road, College Park GA, 30337
	Planned Activities	Park improvements Matrix Code 03F
11	Project Name	2023 CDBG Program Administration
	Target Area	Countywide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	CDBG: \$295,057
	Description	Program administration costs related to the overall planning and execution of CDBG-assisted community development activities, in accordance with the CDBG administrative cap. Up to 20 percent of each year's CDBG grant plus program income can be obligated for planning and administrative costs.

	Target Date	12/31/2023
	Estimate the number and type of persons that will benefit from the proposed activity	Not Applicable
	Location Description	Fulton County Department of Community Development, 137 Peachtree Street SW, Atlanta, Georgia 30303
	Planned Activities	Costs related to overall planning and execution of CDBG-assisted activities. Matrix Cod 21A
12	Project Name	Fair Housing Activities
	Target Area	County wide
	Goals Supported	Suitable Living Environment Goal #3 – Fair Housing Education and Enforcement
	Needs Addressed	Fair Housing Education and Enforcement
	Funding	CDBG: \$66,099
	Description	Fair Housing education services for residents, community organizations, and housing providers. Fair Housing complaint investigation services.
	Target Date	12/31/2023
	Estimate the number and type of persons that will benefit from the proposed activity	Fair housing activities to benefit approximately 30 low/moderate income residents
	Location Description	Specific locations within the Fulton County entitlement jurisdiction to be determined during the program year

	Planned Activities	Fair housing education Matrix Code 05J
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AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The Fulton County entitlement jurisdiction covers unincorporated Fulton County, as well as the cities of Alpharetta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Milton, Mountain Park, Palmetto, and Union City, who executed a cooperation agreement with Fulton County during urban county requalification process. The cities of Atlanta, Roswell, and Sandy Springs and South Fulton do not participate with Fulton County and receive their own HUD grant allocations.

Geographically, the Fulton County entitlement jurisdiction is divided into disparate north and south portions by the cities of Atlanta, Roswell, and Sandy Springs, which lie in middle of the county. While HUD-funded activities that qualify on an area basis may be located in any income-eligible areas with the entitlement jurisdiction, all of Fulton County’s low- and moderate-income census tracts are located in southern Fulton County. Thus, CDBG-funded public facility and infrastructure improvements completed over the next five years will be targeted to the southern portion of Fulton County, unless they serve a population that is specifically eligible for assistance (e.g., seniors, people with disabilities, victims of domestic violence).

Geographic Distribution

Target Area	Percentage of Funds
Countywide	100%

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Fulton County does not designate specific areas for allocation of funds as part of its strategic use of HUD grant funds. Instead, the County’s programs are designed to serve low- and moderate-income individuals and households throughout the County’s service area.

The County chooses not to designate specific geographic target areas so that it may concentrate on priority need for services and improvements based on eligibility, availability of funds, and readiness to proceed.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

During the 2023 program year, Fulton County will assist 37 households with housing needs. Using HOME funds, the County anticipates providing tenant-based rental assistance to 25 households and assisting 10 homebuyers purchase homes. Two affordable housing units are expected to be created utilizing CHDO funds.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	37
Special-Needs	0
Total	37

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	25
The Production of New Units	2
Rehab of Existing Units	0
Acquisition of Existing Units	10
Total	37

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The above goals are based on the accomplishment goals set in the Projects section AP 35 and prior year performance.

AP-60 Public Housing – 91.220(h)

Introduction

The Housing Authority of Fulton County (HAFC) operates Public Housing and Housing Choice Voucher programs in Fulton County. As of 2022, the HAFC operates or assists 1,958 total units of affordable housing. 960 assisted families utilize housing choice vouchers, 132 units are Low Income Housing Tax Credits, 212 units are project-based vouchers (of which 100 resulted from a RAD conversion), and 654 are port vouchers.

The Housing Authority of the City of East Point (EPHA) operates two public housing developments, 35 units at Hurd Homes, and 150 units at Martel Homeless. In addition, the authority subsidizes 12 public housing units as part of the Norman Berry Village development, which managed along with the rest of the development by Northsouth.

Actions planned during the next year to address the needs to public housing

The goal of the HAFC is to provide decent, safe, and sanitary rental housing for eligible families, to provide opportunities, promote self-sufficiency and economic independence for Housing Choice Voucher (HCV) participants. The Mission Statement is "To provide and develop quality affordable housing opportunities for individuals and families while promoting self-sufficiency and community revitalization." HAFC has partnered in six Low-Income Housing Tax Credits (LIHTC) developments, owned, and managed by private entities, with Phase II of the newest development underway. HAFC continues to seek development partners, HUD funding, LIHTC, and other non-federal sources to develop affordable housing construction or rehabilitation.

The HAFC has converted all public housing units in its portfolio to other forms of publicly supported housing other than Sterling Place Apartments located at 144 Allen Road, Sandy Springs, Georgia. The "Partnership Properties" include:

- Arcadia at Parkway Village
- Woodbridge at Parkway Village
- Providence at Parkway Village
- Legacy at Walton Lakes

The EPHA added 180 units of senior housing in the summer of 2020 at Hillcrest Active Adult Community. The second phase of the project is scheduled to being construction in 2022 with a plan for an additional 160 units.

The Nelms House development has been selected by the Georgia Department of Community Affairs as an approved applicant for a 4% Tax Credit development. The plan is to redevelop the site into approximately 88 affordable multi-family units.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

H AFC residents have several opportunities to receive assistance with the home buying process.

- The H AFC is a HUD Certified Housing Counseling Center, which offers Homebuyer Education Workshops to prepare residents to become first-time homebuyers.
- H AFC offers the Family Self-Sufficiency Program – a 5-year program that provides tenants with individual training and supportive services to help the family prepare to transition out of assisted housing programs. The program encourages participants' families' self-sufficiency and helps expand family opportunities that address educational, socio-economic, recreational, and other human service needs.

The EP HA offers the Family Self-Sufficiency Program as well.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

None of the housing authorities in Fulton County are designated as “troubled.”

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Fulton County is covered by the Fulton County Continuum of Care, a network of service providers covering Fulton County (not including the City of Atlanta). The Fulton County Continuum of Care brings together housing and service providers to meet the needs of homeless individuals and families. Fulton County is in the process of completing a Homeless Plan that will seek to align existing planning efforts related to homelessness to foster a more consistent approach to homelessness and affordable / low-cost housing.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Coordinated Intake and Assessment System (CIAS) is designed to complete outreach and recruit homeless individuals and families throughout the geographic area of Fulton County, to assess their individual needs and facilitate access to services in response to those identified needs. CIAS utilizes a multi-tiered approach which requires the operation of an Assessment Center centrally located in both the south and north areas of Fulton County. To satisfy eligibility criteria for participation in the Emergency Solutions Grant program, applicants must be below 30% AMI, according to the current HUD income limits (for homelessness prevention assistance), or homeless or at risk of becoming homeless (for rapid re-housing assistance) and lacking sufficient resources and support networks necessary to retain housing without ESG assistance. All ESG participants receive an initial consultation to determine eligibility and assistance. The County does not expect to receive ESG in 2023 but will still be utilizing 2021 funds.

Over the next year, the CoC and other homeless housing and service providers in Fulton County will continue reaching out to homeless persons, including unsheltered persons, through emergency shelter, meals, transportation, counseling, and case management. One of the objectives of Fulton County's draft Homeless Plan is to prioritize unsheltered and vulnerable households, with strategies that include training and support for service providers and integrated services with behavioral health and healthcare systems. The GA 502 Fulton County CoC and Fulton County established Homeless Assessment Centers at the North and South Fulton Annex offices in an effort to establish a collective community and county approach to supporting and providing solutions to homelessness and homeless prevention.

The GA 502 CoC hosts six CoC membership meetings a year to discuss homeless issues and strategies; provide ongoing updates through a newsletter and public announcements. Additionally, the CoC sponsors periodic workshops.

Hope through Soap provides outreach primarily in the North Fulton County area. They send referrals to the County Assessment Center for follow-up.

Addressing the emergency shelter and transitional housing needs of homeless persons

There are 53 emergency shelter beds in the County. Of these, the majority are for families with children. There are also 151 Transitional Housing units. Most transitional housing is available only to families with children and 4 beds are available for unaccompanied youth.

During the 2023 program year, Fulton County will continue to spend 2021 ESG funds for emergency shelter providers.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

During the 2023 program year, Fulton County will use 2021 ESG funds for organizations that provide case management and housing navigation services to assist homeless individuals and families, including those staying in emergency shelter, make the transition to permanent housing and prevent returns to homelessness. In addition, the County will fund case management, legal representation and counseling, emergency financial assistance, and rental assistance. The County will also work to increase the availability of affordable housing in Fulton County by using HOME funds to support the development of new affordable rental housing.

The GA 502 Fulton County CoC and Fulton County established Homeless Assessment Centers at the North and South Fulton Annex offices in an effort to establish a collective community and county approach to supporting and providing solutions to homelessness and homeless prevention.

A key objective of the County's draft Homeless Plan is to increase the inventory of diversion, rapid rehousing, and permanent supportive housing to successfully divert or quickly rehouse all eligible households.

Fulton County will continue to spend 2021 ESG funds for homeless prevention and rapid rehousing.

Fulton County has also applied for rapid rehousing funds through the Georgia Fiscal Recovery Fund. The program, Rehouse Fulton will provide rapid rehousing assistance to an estimated 600 households across a 2-year period. The County application has been submitted and is pending review.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving

assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Over the next year, housing and service providers in Fulton County will continue to work together to prevent homelessness in populations who are vulnerable to or at risk of homelessness. Organizations and resources to prevent homelessness that will be in place during the 2023 program year in Fulton County include:

- North Fulton Community Charities provides emergency financial assistance, thrift shop, food bank, government benefits screening, and rapid rehousing.
- The Community Assistance Center provides rental assistance, food, clothing and education resources for homelessness prevention.
- LIFT Community Development Corp. provides housing and shelter referrals, life and financial skills training, food and clothing giveaways, transportation assistance, education and employment referrals, and mental health and wellness assessments.
- HOPE Atlanta (Travelers Aid) provides rental and security deposit assistance, housing search assistance, one-on-one support, and rapid rehousing, as well as emergency services, crisis intervention, transitional and permanent supportive housing for persons living with HIV/AIDS. HOPE Atlanta's Supportive Services for Veterans and their Families Program funds rapid re-housing and prevention assistance to homeless veteran households.

The Homeless Department is navigating the County's work with diversion programs and in 2020 joined task forces that address justice and mental health.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

During the 2023 program year, Fulton County will provide HOP funds to help lower income households become homeowners. Removing the barrier for African American households to become homeowners is a means to building generational wealth.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In January 2019, the Fulton County Board of Commissioners passed a resolution urging municipalities in Fulton County to implement affordable housing policies. The resolution allows the Development Authority of Fulton County to apply local affordable housing ordinances to any multi-family projects completed through the Development Authority.

The Analysis of Impediments to Fair Housing Choice (AI) completed for Atlanta and Fulton County in September 2020 identified barriers to affordable housing and homeownership. One primary barrier is the shortage of available units in areas of economic opportunity. The lack of investment in neighborhoods where there is affordable housing that are high concentrations of racial and ethnic concentrations, and a concentration of poverty creates further barriers. For persons with disabilities, the problems are magnified. There is a shortage of housing served by transit and other amenities. Zoning in many communities defines “family” in restrictive way that prevents development of shared housing and make it difficult to work with the ordinances that rely on variances and SUPs rather than reasonable accommodation. Language also creates a barrier to access to housing.

Programs that are funded by Fulton County that seek to overcome these barriers include the HOP – Homeownership program and a willingness to fund rental developments through the HOME Program. Public facility improvements in lower income areas alleviates some of the investment barriers in these areas.

The County continues to fund rental assistance for persons leaving emergency shelters or places not meant for human habitation through rapid re-housing and through a pending Georgia Fiscal Recovery Fund application.

AP-85 Other Actions – 91.220(k)

Introduction:

This section details Fulton County's actions planned to ensure safe and affordable housing for its residents, along with plans to meet underserved needs, reduce poverty, develop institutional structure, and enhance coordination between public and private sector housing and community development agencies.

Actions planned to address obstacles to meeting underserved needs

Fulton County identified the underserved needs as: affordable housing and homeownership opportunities, rehabilitation assistance for low-income homeowners, homeless prevention and rapid-rehousing, supportive services for persons experiencing homelessness and special needs populations, fair housing enforcement and education and community revitalization (including facility, park, and infrastructure improvements).

To help remove obstacles to meeting underserved needs and improve service delivery, Fulton County supports the continued development of the Fulton County Continuum of Care, a collaborative to coordinate the work of social service organizations, disseminate news and information, eliminate duplication of effort, and spearhead community-wide solutions to local needs. Fulton County will provide funding to address underserved needs through CDBG, HOME, ESG and general fund commitments in support of programs that address these needs. Such programs include:

- Housing development and homeownership
- Tenant Based Rental Assistance
- ESG funded facility operations and services
- ESG funded rapid re-housing and homeless prevention
- Community projects to improve parks, remove handicap barriers, improve sidewalks, water and sewer facilities

The Analysis of Impediments to Fair Housing Choice (AI) completed for Atlanta and Fulton County in September 2020 identifies obstacles to having a more equitable housing choice as well as institutional obstacles. Lack of knowledge of fair housing protection and redress results in lack of reporting. Lack of knowledge also presents obstacles facing persons with disabilities from seeking protection through fair housing laws. Training has been offered and will continue to be offered to advocacy groups and individuals seeking to address the needs of persons with disabilities.

The CDBG program will continue to fund Metro Fair Housing Services, Inc. to address this obstacle by conducting fair housing outreach and to assist residents navigate the complaint process with HUD and

the Georgia Department of Justice.

Actions planned to foster and maintain affordable housing

Fulton County will continue to offer their core programs – including home purchase assistance and tenant-based rental assistance – in order to foster housing affordability. HOME funds will also be used to support the development of new affordable housing, including multifamily rental developments and homeownership opportunities. The County will continue to use HOME funds to support development of affordable housing by a local CHDO.

In addition to specific programs designed to foster and maintain affordable housing, the County will encourage participating jurisdictions to review their zoning ordinances for prospective barriers to affordable housing development, and to make amendments as needed.

Actions planned to reduce lead-based paint hazards

In its implementation of the housing rehabilitation program, Fulton County will conduct lead-based paint inspections associated with the housing rehabilitation and homeownership programs and, if a hazard is found, remediation will be completed or interim controls applied. These actions will both reduce lead exposure risk and help to maintain the county's older, lower and moderately priced housing. Any housing rehabilitation activities conducted using HOME and CDBG funds will continue to be monitored closely for any potential lead exposure.

Actions planned to reduce the number of poverty-level families

Over the FY 2023 program year, Fulton County will continue its workforce development programs through WorkSource Fulton to connect individuals with job skills and employment. Homeless service providers will continue to offer job search and resume assistance. A focus on improving the jobs/housing balance in existing and emerging job centers in Fulton County will aim to help poverty-level families access more employment opportunities, while potentially lowering transportation and housing costs.

CDBG and HOME funds will continue to enforce the provisions of Section 3 providing Employment Opportunities to low-income residents of Fulton County. To the extent possible, Section 3 gives priority to hiring workers for federally funded projects over \$200,000 and to contracting and subcontracting with businesses that are Section 3 certified.

Actions planned to develop institutional structure

Fulton County has developed a robust administrative structure to manage its CDBG, HOME, and ESG funds. The County's Department of Community Development offers technical assistance sessions for potential subrecipients, CHDOs, and contractors to learn how to effectively administer funding from the CDBG and HOME programs. In addition to working with organizations, the County's citizen participation process is designed to keep constituents abreast of funding plans and make engaged and informed citizens

another vital part of the institutional structure.

The CoC hosts 6 membership meetings a year to discuss homeless issues and strategies; provide ongoing updates through a newsletter and public announcements. Additionally, the COC sponsors periodic workshops. These venues allow the County to be involved in the overall system to address homelessness. In 2022 the CoC conducted board development meetings and will begin Strategic Planning efforts to coordinate efforts among its membership. This includes an evaluation of the CES.

The AI pointed to the need to address education and knowledge of Fair Housing protections. Metro Fair Housing Services, Inc., a nonprofit fair housing advocacy organization whose service area includes Fulton County and the City of Atlanta, was awarded grant funding under HUD's Fair Housing Initiatives Program (FHIP) in 2020. Under the FHIP, HUD awards grant money to local fair housing advocacy organizations who assist persons believed to have been harmed by discriminatory housing practices; to help people identify government agencies that handle complaints of housing discrimination; to conduct preliminary investigation of claims; to carry out testing and enforcement activities to prevent or eliminate discriminatory housing practices; and to educate the public and housing providers about equal opportunity in housing and compliance with the fair housing laws. Both HUD and the Georgia Department of Justice adjudicate complaints. CDBG funding is also granted to Metro Fair Housing Services, Inc.

The County will continue to strengthen its outreach to limited-English speaking persons in accordance with the Language Access Plan.

Actions planned to enhance coordination between public and private housing and social service agencies

Fulton County will continue to be an active participant in the Fulton County Continuum of Care. The CoC promotes community-wide commitment to goals of ending homelessness; quickly re-housing homeless individuals and families; effective utilization of mainstream resources; optimizing consumer self-sufficiency. Membership includes emergency, transitional, and permanent housing providers, nonprofit social service organizations, and government agencies.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Fulton County will continue to receive CDBG, HOME, and ESG funding in 2023.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	\$0
3. The amount of surplus funds from urban renewal settlements	\$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	\$0
5. The amount of income from float-funded activities	\$0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	\$0
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HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Fulton County does not anticipate investing HOME funds in other forms than described in 24 CFR Section 92.205(b) of the HOME Investment Partnerships Final Rule regulations effective October 1, 1996 and as subsequently amended. The County will notify HUD as appropriate if any changes are proposed and follow the applicable substantial amendment process as outlined in the County’s Citizen Participation Plan.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used

for homebuyer activities as required in 92.254, is as follows:

If direct subsidy is given to a homebuyer HOME funds shall be subject to Recapture. If no direct subsidy is given to a homebuyer the purchase shall be subject to Resale.

The amount of subsidy to recapture is limited to the direct homebuyer assistance that was provided. If a homebuyer sells the home before the HOME affordability period has expired, the owner must repay HOME funds in accordance with the County's program guidelines as follows:

Federal regulations for the HOME Program specify certain requirements for recapture provisions when HOME funds are used to assist with homeownership purchase. The housing unit must be the principal residence of the household throughout the affordability period. To ensure affordability, the County has imposed the recapture mechanism to collect all of the direct HOME funds when the recipient decides to sell the house within the affordability period or no longer resides in the home as their principal residence. The following is exercised: (1) the homebuyer may sell the property to any willing buyer; (2) the sale of the property during the affordability period triggers repayment of the direct HOME funds that the buyer received when he/she originally purchased the home.

A lien will be placed on the property and recorded with the County Recorder to assure the First Time Homebuyer Program deferred loan is repaid in the event of a default under the loan terms and conditions during the loan's affordability period. Full repayment of the HOME funds is required when a resale occurs during the affordability period, or the homeowner no longer occupies the home as their principal residence. However, if there are no net proceeds or insufficient proceeds to recapture the full amount of HOME funds invested, the amount subject to recapture will be limited to what is available from net proceeds (net proceeds are the sales price minus superior loan repayments and any closing costs).

Once the HOME funds are repaid, the property is no longer subject to any HOME restrictions. Recaptured funds must be used to carry out HOME eligible activities in accordance with the HOME guidelines and are not considered proceeds.

The Resale Provision restricts the homebuyer's ability to resell. If a homebuyer sells the home before the HOME affordability period has expired, the owner must resell the home to a low-income buyer whose household income does not exceed 80% of area median income. If the house is in the NSP Program the homebuyer's income can go up to 120% of area median income.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Federal regulations for the HOME Program specify certain requirements for resale. The affordability period is based on total HOME investment in the property. The housing unit must be the principal residence of the household throughout the affordability period. To ensure affordability, the County has imposed the resale mechanism to keep the house affordable to low-income homebuyers when the

recipient decides to sell the house within the affordability period or no longer resides in the home as their principal residence. The following is exercised: (1) the homebuyer may sell the property to a willing buyer that meets HUD's low-income eligibility; (2) the seller must receive a "fair return" on original investment plus improvements. A restrictive covenant will be placed on the property and recorded with the County Recorder to assure the home remains affordable.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

Therefore, Fulton County does not plan to use HOME funds to refinance existing debt and has not established refinancing policy guidelines for the use of HOME funds.

Emergency Solutions Grant (ESG) Reference 91.220(l)(4)

Fulton County does not anticipate receiving ESG funds for 2023; however, should ESG be awarded once HUD announces allocations, the following elements will apply to the 2023 grant.

1. Include written standards for providing ESG assistance (may include as attachment)

Fulton County enthusiastically supports and partners with the GA 502 Fulton County CoC approach to addressing the needs of people who are homeless or at risk of becoming homeless. The shared vision and commitment are focused on rooting out the causes of homelessness and aiding individuals and families in their successful reintegration into the community. Fulton County and the GA 502 Fulton County CoC work collaboratively to identify and serve the chronically homeless, youth, families, and veterans through the GA 502 Coordinated Intake and Assessment System (CIAS). The staff of the Fulton County's Homeless Division provides administrative support to the GA 502 Board of Directors. Utilizing ESG and other jurisdictional allocations coupled with the CoC Supportive Housing Program grant funds, the planning committee formulates the plan to implement strategies to address the 7 performance measures targeting the groups identified above and measures, using HMIS performance data, the impact of the strategies on the intended population. Fulton County's ESG written standards are included as an attachment to this plan.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The Coordinated Intake and Assessment System (CIAS) is designed to complete outreach and recruit homeless individuals and families throughout the geographic area of Fulton County, to assess their individual needs and facilitate access to services in response to those identified needs. CIAS utilizes a multi-tiered approach which requires for the operation of an Assessment Center centrally located in both the south and north areas of Fulton County. To satisfy eligibility criteria for participation in the Emergency Solutions Grant program, applicants must be below 30% AMI, according to the current HUD income limits

(for homelessness prevention assistance), or homeless or at risk of becoming homeless (for rapid rehousing assistance) and lacking sufficient resources and support networks necessary to retain housing without ESG assistance. All ESG participants receive an initial consultation to determine eligibility and assistance.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

In accordance with HUD 24 CFR 576.3 (Allocation of Funding), regulations mandate that 7.5% of funds should be spent on administrative activities, a maximum of 60% of Fulton County's ESG funds are to be spent on shelter activities, and the remaining 40% are to be spent on homeless prevention and rapid rehousing activities proposed by organizations. The Department of Community Development administers ESG funds through its Homeless Assessment Centers and awards grant funds to sub-recipients to carry out eligible activities in compliance with all applicable federal regulations. The ESG written standards attached to this plan outline the County's process for allocating ESG funds.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

Not applicable. Fulton County successfully meets the homeless participation requirements.

5. Describe performance standards for evaluating ESG.

ESG performance standards are upheld through review of monthly or quarterly reports determined by the designated ESG Project Manager depending on the project or service to the County. It is imperative that the reports are submitted as scheduled. The County is responsible for reporting program accomplishments to HUD, who in turn submits the information in congressional reports. Each Project Manager responsible for technical support of the subrecipient will provide reporting formats prior to commencement of the ESG-funded project or service. Project Manager(s) will visit the site of each project or service delivery location no less than annually to assess progress. Additional site visits may be required depending on the subrecipient's need for technical support. Each ESG subrecipient must keep records of fund expenditures; a copy of the ESG contract executed with Fulton County; and all other project or service information important to the administration of the project for a minimum of four (4) years. The County will monitor ESG subrecipient files and record keeping procedures at least annually. Each agency receives notification in writing prior to the anticipated monitoring date. The HMIS database is also reviewed to review performance.

2023 HUD Annual Action Plan
June 7, 2023
Board of Commissioners Meeting

Department of Community
Development



ANNUAL ACTION PLAN

Every year the County prepares an Action Plan to:

- Meet the HUD requirement, serving as a funding application for federal entitlement programs:
 - Community Development Block Grant (\$1,475,286)
 - HOME Investment Partnership (\$775,570)
 - Identify community development, housing and homeless needs
 - Describe to the public (and HUD) how the County intends to spend its annual allocation.
- This is the fourth year of the 2020-2024 Consolidated Plan cycle

Public Participation

CDBG

- 2023 Grant Applications were released to municipalities - September 8, 2021
- Virtual Technical Assistance Workshops Held – September 28, October 12, and October 19, 2021
- Virtual Public Hearings were held on October 19, 2022, and February 27, 2023
- Document shared on County website for public review

CDBG Projects	Program Administration	\$295,057	Program Administration & overall planning
	Public Service	\$66,099	Fair Housing Activities
	City of College Park	\$214,125	Charles E. Phillips Park
	City of East Point	\$134,100	Demolition/Removal of Blighted Structures
	City of Fairburn	\$315,000	Golightly Rain Garden and Greenspace
	City of Hapeville	\$54,075	City Park Improvements
	City of Palmetto	\$60,000	Snowfall I Drainage Basin I Mitigation CCTV Phase I
	City of Union City	\$336,830	Roosevelt Highway Streetscape Improvements Phase II
	Total	\$1,475,286	

HOME Projects	Program Administration	\$77,557	Administration costs & overall planning
	Home Ownership Program (HOP)	\$147,482	Down Payment & closing cost assistance for 1 st time home buyers
	Tenant Based Rental Assistance	\$434,195	Rental Assistance to help individuals and households afford housing costs such as rent and security deposits.
	Community Housing Development Organizations (CHDOs)	\$116,336	Set aside for eligible nonprofit developments for CHDO related activities
	Total	\$775,570	

QUESTIONS



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0380

Meeting Date: 6/7/2023

Department

Community Development

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

Request approval of a contract between Fulton County and Next Level Boys Academy, LLC in the amount of \$75,000.00 to provide services for youth and young adults in Fulton County; and to authorize the Chairman to disburse funds and execute and administer contracts, and other related documents consistent with any necessary agreement in support of this funding allotment.

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

Official Code of Georgia 36-10-1 states that all contracts entered by Fulton County with other partners or persons on behalf of the County shall be in writing and entered on the Board of Commissioners meeting minutes.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

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

The Department of Community Development recommends approval of a contract between Fulton County and Next Level Boys Academy, LLC in the amount of \$75,000.00 to provide services for youth and young adults in Fulton County. On January 18, 2023, as part of the adopted 2023 budget, the Board of Commissioners approved an increase to the Department of Community Development's budget by \$75,000 to provide a grant to the Next Level Boys Academy, LLC. The funds will be used

to support services for youth and young adult males.

Scope of Work: Programs include entrepreneurship, scholarships, youth mentoring and enrichment camps, leadership, and violence prevention. The programs focus on the following areas: gang prevention and intervention, anger management, conflict resolution, mental health, life, social and soft skills, and job readiness.

Community Impact: The Fulton County Department of Community Development strengthens people, families, and communities through partnerships with various community organizations and outreach programs, particularly non-profit, private sector, government, volunteer, and citizen advocates.

Department Recommendation: Approve the requested action.

Project Implications: Approval for the use of these funds will support programs and services that address entrepreneurship, scholarships, youth mentoring and enrichment camps, leadership, and violence prevention. The programs focus on the following areas: gang prevention and intervention, anger management, conflict resolution, mental health, life, social and soft skills, and job readiness.

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

Fiscal Impact / Funding Source

Funding Line 1:

100-121-2615-1160

Funding Line 2:

**CONTRACT BETWEEN FULTON COUNTY, GEORGIA
AND NEXT LEVEL BOYS ACADEMY, LLC**

THIS CONTRACT entered this _____ day of June 2023, is between FULTON COUNTY, a political subdivision of the state of Georgia (“Fulton County” or the “County”), and **NEXT LEVEL BOYS ACADEMY, LLC** a Georgia Domestic Limited Liability Company (“NLBA”).

WHEREAS, pursuant to O.C.G.A. § 36-1-19.1, Fulton County is authorized and empowered under the laws of the State of Georgia to enter contracts for services with individuals, organizations, and institutions, for purely charitable reasons to include humanities and educational purposes, provided that the activities funded by any such contributions shall take place within the county making the contribution; and

WHEREAS, NLBA is a limited liability company that is dedicated to providing services to youth and young adult males in Fulton County through programs that include entrepreneurship, technology, scholarships, youth mentoring, leadership, and violence prevention; and

WHEREAS, the mission of NLBA is to serve as a catalyst and partner to help ensure opportunities for youth and young adults by implementing programs and initiatives that address areas such as gang prevention and intervention, anger management, conflict resolution, mental health, life and social skills and job readiness; and

WHEREAS, the goal of the NLBA is to show youth and young adult males the way to a successful life, and change a generation of young men, one community at a time; and

WHEREAS, the Fulton County Department of Community Development strengthens people, families, and communities through partnerships with various community organizations and outreach programs, particularly non-profit, private sector, government, volunteer, and citizen advocates; and

WHEREAS, on January 18, 2023, the Fulton County Board of Commissioners approved a \$75,000 increase in the FY2023 Budget for the Department of Community Development to be allocated specifically to the NLBA: and

WHEREAS, NLBA guarantees, by and through this Contract, that it shall expend the funds under this Contract for services provided to youth and young adult males in Fulton County that are consistent with its mission and deriving no profit to the organization, and on activities within Fulton County consistent with the Contract provisions outlined in Section 1.0 and Attachment “A” hereunder.

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 an amount not to exceed **\$75,000.00** to NLBA to help provide operational resources for certain programs and service-related activities in Fulton

County as further described in Attachment “A”.

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 NLBA per the terms and execution of this Contract is not to exceed Seventy-Five Thousand Dollars (**\$75,000.00**). Such payment shall be made in one (1) lump sum after the full execution of this Contract provided that NLBA agrees to submit the required invoices and documentation supporting the services performed for the monies expended to the Director of the Fulton County Department of Community Development by December 31, 2023, as required in Attachment “A,” Scope of Work. Two (2) copies of the documentation shall be included with the submission.

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, 2023, unless otherwise terminated first by the County. NLBA shall utilize the County’s funding only for services which are included within the scope of Sections 1.0 and 2.0 and Attachment “A” of this Contract.

4.0 IMPROPER EXPENDITURES

Any item of expenditure by NLBA under the terms of this Contract which is found by auditors, investigators, and other authorized representatives of Fulton County to be improper, unallowable, in violation of federal or state law or the terms of this Contract, or involving any fraudulent, deceptive, or misleading representations or activities of NLBA, shall become NLBA’s liability, to be paid by NLBA from funds other than those provided by Fulton County under this Contract.

5.0 TERMINATION OF CONTRACT

5.1 TERMINATION OF CONTRACT FOR CAUSE

Either the County or NLBA 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 seven (7) 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 seven (7) days after receipt of service of the notice to correct the violation. If performance is not made, the Contract shall, upon expiration of said seven (7) days from the date notice is delivered, be suspended, or terminated without further notice. Notice of termination shall be delivered by hand delivery, certified mail with receipt for delivery returned to the sender, or delivery by a nationally recognized overnight delivery service.

5.2 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 seven (7) days prior notice in writing (hand delivery or certified mail with receipt) to NLBA.

6.0 RECORDS, REPORTS AND AUDITS

The NLBA 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. NLBA's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County laws, rules, and regulations.

7.0 INSPECTION OF FILES AND RECORDS

Fulton County shall at all reasonable times have access to the pertinent offices and books and records of NLBA for inspection of the activities performed and expenses incurred under this Contract.

8.0 PUBLICITY

Any favorable publicity given to the services provided in Attachment "A" following the execution of this Contract must identify Fulton County prominently as a sponsoring agency. Specifically, in all publications referencing the services funded under this Contract, NLBA agrees to display and make known that the services were assisted under the auspices of Fulton County.

9.0 ASSIGNMENT OF CONTRACT

NLBA 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 covered by this Contract, 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

NLBA 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

NLBA 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 NLBA, its agents, employees, officers and directors. NLBA 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 NLBA'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 NLBA, 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 NLBA's duly authorized representatives.

Further, in the event of any material change or modification in NLBA's Contract or any contract with any other funding source during the course of this Contract, NLBA shall immediately notify the Director of the Department of Community Development of such change. Nothing herein shall preclude NLBA from pursuing contracts with the County for subsequent years, with the approval of additional funding by the Board of Commissioners.

14.0 GOVERNING LAW

This Contract shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

IN WITNESS WHEREOF, each party attests that the individual(s) executing the Contract on 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 _____, 2023.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

Next Level Boys Academy, LLC

Attest:

Gary L. Davis, Sr., Executive Director
Next Level Boys Academy, LLC

(Signature)

Name (Typed or Printed)

Title

(Seal)

Fulton County, Georgia

Attest:

Robert L. Pitts, Chair
Board of Commissioners

Tonya Grier,
Clerk to the Commission

(Seal)

Approved as to Content:

Approved as to Form:

Stanley Wilson, Director
Department of Community Development

Office of the County Attorney

ATTACHMENT “A” SCOPE OF WORK

NEXT LEVEL BOYS ACADEMY, LLC

In consideration of the not to exceed amount of SEVENTY-FIVE THOUSAND (\$75,000.00) allocated to NLBA as part of the Fulton County Community Development Department’s FY2023 Budget, NLBA agrees to perform services and provide the following information:

A. Program Administration

1. The Next Level Boys Academy, LLC provides the following services to youth and young adult males in Fulton County:
 - Entrepreneurship Program
 - Technology Department
 - Scholarship Program
 - Youth Mentoring and Enrichment Camps
 - Leadership Program
 - Violence Prevention Symposium
 - Saving our Sons Summit (Partnership with Fulton County District Attorney’s Office and Juvenile Court)
2. The programs/events provided by NLBA focus on Fulton County youth and young adult males in the following areas: gang prevention and intervention, anger management, conflict resolution, mental health, life skills, social skills, and job readiness.
3. By December 31, 2023, NLBA shall submit invoices to the County reflecting that NLBA has utilized the County’s funding to provide the services outlined in paragraphs 1 and 2 above. All invoices submitted to verify eligible expenses are subject to review and approval by the Director of Community Development. Such invoices shall be provided to Stanley Wilson, Director, Fulton County Department of Community Development, 137 Peachtree Street, SW, 1st Floor, Atlanta, GA 30303.

[https://fc0365.sharepoint.com/sites/CountyAttorney/CACContracts/Community Development/Next Level Boys Academy/Contract - Next Level Boys Academy LLC_5.12.23.docx](https://fc0365.sharepoint.com/sites/CountyAttorney/CACContracts/Community%20Development/Next%20Level%20Boys%20Academy/Contract%20-%20Next%20Level%20Boys%20Academy%20LLC_5.12.23.docx)



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0381

Meeting Date: 6/7/2023

Department

Sheriff

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

Request approval to amend an existing contract - Sheriff's Office, 17RFP07012016B-BR, Inmate Medical Services with NaphCare of Fulton County, LLC (Birmingham, AL) in the amount of \$4,786,187.20 to provide physical and mental health services to inmates at the Fulton County Jail facilities which includes Rice Street Jail, Atlanta City Detention Center, and Alpharetta Jail . Effective July 1, 2023 through December 31, 2023.

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

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

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

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: This amendment will amend the existing agreement with changes to or addition of provisions related to indemnification, insurance, base compensation, the average daily population ("ADP"), HIV, Hepatitis C, and blood factor medication costs, staffing, security personnel, computer hardware upgrade costs, outstanding invoices and facility opening, and re-opening responsibilities detailed in Exhibit 1, Amendment No. 3 to Form of Contract.

Scope of Work: To provide comprehensive correctional physical and mental health services to inmates at the Fulton County jail facilities including the Rice Street Jail, Atlanta City Detention Center and any other jail facility as determined by the Fulton County Sheriff’s Office.

Community Impact: Facilitate a safe environment to provide physical and mental health services to individuals housed in Fulton County jail facilities. :

Department Recommendation: Recommend approval.

Project Implications: The Sheriff’s Office is Constitutionally required to provide inmate healthcare at all Fulton County jail facilities.

Community Issues/Concerns: There must be a safe environment to provide physical and mental health services to individuals housed in Fulton County jail facilities.

Department Issues/Concerns: The Sheriff’s Office is Constitutionally required to provide inmate healthcare at all Fulton County jail facilities.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	17-0934	11/15/2017	\$20,730,349.08
1st Renewal/Amendment No. 1	18-1006	12/19/2018	\$21,559,563.04
Amendment No. 2	19-0610	8/7/2019	\$440,157.73
2 nd Renewal	19-0839	10/16/2019	\$24,181,655.29
3 rd Renewal	20-0743	10/21/2020	\$25,131,315.19
4 th Renewal	21-0955	12/1/2021	\$26,118,961.49
5 th Renewal	22-0675	9/21/2022	\$27,146,113.64
Amendment No. 3			\$4,786,187.20
Total Revised Amount			\$150,094,302.66

Contract & Compliance Information

Contract Value: \$4,786,187.20

Prime Vendor: NaphCare

Prime Status: Non-Minority

Location: Birmingham, AL

County: Jefferson County

Prime Value: \$4,623,935.45 or 96.61%

Subcontractor: CharDonnay Dialysis, Inc.

Subcontractor Status: White Female Business Enterprise

Location: Danville, IL
County: Vermillion County
Contract Value: \$23,930.94 or.50%

Subcontractor: **Bio-Reference Laboratories, Inc.**
Subcontractor Status: **Non-Minority**
Location: Elmwood Park, NJ
County: Passaic County
Contract Value: \$74,664.52 or 1.56%

Subcontractor: **Global Diagnostic**
Subcontractor Status: **African American Male Business Enterprise Certified**
Location: Conyers, GA
County: Rockdale County
Contract Value: \$62,220.43 or 1.30%

Subcontractor: **Institutional Eye Care**
Subcontractor Status: **Non-Minority**
Location: Lewisburg, PA
County: Union County
Contract Value: \$1,435.86 or 0.03%

Total Contract Value: **\$4,786,187.20 or 100.00%**
Total M/FBE Values: **\$86,151.37 or 1.80%**

Exhibits Attached

Exhibit 1: Amendment No. 3 to Form of Agreement

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$20,730,349.08
Previous Adjustments: \$124,577,766.38
This Request: \$4,786,187.20
TOTAL: \$150,094,302.66

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

Fiscal Impact / Funding Source

Funding Line 1:

100-333-3302-1158: General, Sheriff's Office, Medical Services

Key Contract Terms	
Start Date: 7/1/2023	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms: For renewal options remain

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Choose an item.

Report Period Start:

Report Period End:

AMENDMENT NO. 3 TO FORM OF CONTRACT

Contractor: NaphCare of Fulton County, LLC

Contract No.: 17RFP07012016B-BR, Inmate Medical Services

Address: 2090 Columbiana Road, Suite 4000
Birmingham, AL 35216

Telephone: 205-536-8400

E-mail: brad.mclane@naphcare.com

Contact: Bradford T. McLane
Chief Executive Officer

WITNESSETH

WHEREAS, Fulton County (“County”) entered into a contract with NaphCare, Inc. to provide Medical Services on behalf of the Fulton County Sheriff’s Office (“Sheriff’s Office”) to individuals housed at the Fulton County jail, effective January 1, 2018 (the “Agreement”); and

WHEREAS, the County and NaphCare, Inc. entered into Amendment No.1, effective January 1, 2019, which clarified the Scope of Work regarding National Commission on Correctional Health Care (“NCCHC”) and American Medical Association (“AMA”) accreditation and modified the renewal terms and compensation; and

WHEREAS, the County and NaphCare, Inc. entered into Amendment No.2, effective August 7, 2019, which amended the Scope of Work in order to add professional services for the Mental Health Stabilization Unit (“MHSU”); and

WHEREAS, on April 18, 2023 NaphCare, Inc. sent a notice of termination of the Agreement with termination effective May 31, 2023, pursuant to the terms of the Agreement, and subsequently received multiple requests from representatives of Fulton County and the Fulton County Sheriff’s Office asking for NaphCare, Inc. to consider extending or continuing contracted services; and

WHEREAS, on May 10, 2023 NaphCare, Inc. sent a notice agreeing to amend the notice of termination of the Agreement with termination effective June 30, 2023; and

WHEREAS, neither Fulton County nor Fulton County Sheriff’s Office have stated that NaphCare, Inc.’s termination notice was insufficient or otherwise impermissible under the Agreement, but rather, Fulton County and Fulton County Sheriff’s Office have requested the extension;

WHEREAS, Fulton County and the Fulton County Sheriff’s Office wish to continue

services with NaphCare, Inc. due to the high quality of healthcare and mental health services provided, as well as the inability to contract with another health care services provider in due time;

WHEREAS, the parties have concerns that Fulton County and the Fulton County Sheriff's Office have not yet identified an alternative health service provider for the individuals housed in the Fulton County jail, and, accordingly, have not developed a transition plan to provide the required health services to the individuals housed in the Fulton County jail after June 30, 2023, if NaphCare, Inc. terminates the Agreement, as it is permitted to do;

WHEREAS, NaphCare, Inc.'s mission is to improve and save lives in corrections, and NaphCare is motivated by the desire to always act in the best interest of its patients;

WHEREAS, Fulton County and the Fulton County Sheriff's Office have engaged in substantial efforts to address security and cleanliness concerns in the Fulton County jail including approving the purchase of devices to provide real-time tracking of the heart rate and blood pressure of individuals housed in the Medical and Psychiatric Units of the Fulton County jail; procuring services for clinical-grade sanitizing and decontamination of all medical and psychiatric observation units within the jail; securing imaging of mail contents to detect narcotics and other contraband in mail sent to individuals housed within the jail; and approving the purchase and installation of ninety one (91) additional surveillance cameras in the jail;

WHEREAS, while NaphCare, Inc. and Fulton County are committed to working together to ensure that superior medical and mental health care services in an environment that is safe and secure, the Parties each retain their contractual rights to contract termination for cause or for convenience as set forth in the current Agreement, as amended below;

WHEREAS, Fulton County, NaphCare, Inc., and NaphCare of Fulton County, LLC agree that this Amendment No. 3 contemplates, and relies upon, a contemporaneous withdrawal of the NaphCare, Inc. notice of termination, as well as an Assignment and Assumption of the Agreement by NaphCare, Inc. and NaphCare of Fulton County, LLC;

WHEREAS, Fulton County, through its Board of Commissioners, contemporaneously agreed to, by separate prior action by, the assignment of the Agreement to and assumption of the Agreement by NaphCare of Fulton County, LLC;

THEREFORE, Fulton County, on behalf of the Fulton County Sheriff's Office, and NaphCare of Fulton County, LLC (hereinafter referred to as "Service Provider") agree to revise the Agreement with changes to or addition of provisions related to indemnification, insurance, base compensation, the average daily population ("ADP"), HIV, Hepatitis C, and blood factor medication costs, staffing, security personnel, computer hardware upgrade costs, outstanding invoices, facility opening/reopening responsibilities.

Fulton County and the Service Provider agree to amend the Agreement as follows:

- I. Pursuant to Article 29, Assignability, the Parties have contemporaneously agreed that NaphCare, Inc. assigns its rights under the Agreement to its wholly owned subsidiary,

NaphCare of Fulton County, LLC, effective July 1, 2023.

II. Article 4, Scope of Work, Section 4.11 shall be modified to provide as follows:

4.11. Inmate Physical and Mental Health Services are intended only for those inmates in the actual physical custody of the Fulton County Sheriff's Office and housed in the Fulton County jail facilities covered under the Agreement, including inmates under guard by the Fulton County Sheriff's Office in outside hospitals. Such inmates will be included in the daily population count. Service Provider shall bear no responsibility for any other inmates, including those in outside hospitals who are not under guard. Should the South Annex reopen, or any new facility open, Service Provider will bear no responsibility for care to inmates housed at the South Annex or new facility. Should County desire services of Service Provider at South Annex, should it reopen, or any other facility opening, parties shall mutually agree to required staffing and pricing. Except as herein provided, inmates not in the physical custody of the Fulton County jail facilities will not be deemed to be inmates, nor will they be included in the daily population count. Further, Service Provider shall not be responsible for furnishing, or for the costs of furnishing, Inmate Physical and Mental Health Services to inmates on any sort of temporary release, including, but not limited to, inmates on bond, inmates temporarily released for the purpose of attending funerals or to other family emergencies, inmates on escape status, and inmates on pass, parole, or supervised custody who do not sleep in any of the Fulton County jail facilities covered under this Agreement at night, and such inmates will not be included in the daily population count. Except as herein provided, inmates in the custody of other penal institutions or jails at the request of the Fulton County Sheriff's Office shall likewise be excluded from the daily population count and it shall not be Service Provider's responsibility, either to furnish or to pay the costs of, Inmate Physical and Mental Health Services to those inmates. Once an inmate has been recommitted to the Fulton County jail, for any reason, Service Provider shall be responsible for providing all Inmate Physical and Mental Health Services to the inmate.

III. Article 4, Scope of Work, Exhibit C, I. Pharmacy, Section 5, shall be deleted and replaced with the following provision:

I. Pharmacy Requirements

5. The Service Provider is responsible for the procurement, payment, inventory control, dispensing and disposal of all pharmaceuticals at all facilities covered by this RFP, in accordance with all local, state and federal rules, regulations and laws. Beginning July 1, 2023, Services Provider shall pass through the costs of HIV medication to County for one hundred percent (100%) reimbursement to the Service Provider. Service Provider will reduce pricing by its HIV budget amount of \$3,600,000.00.

Service Provider shall not be responsible for the costs of Hepatitis C prescription drugs approved by the Food and Drug Administration (which may include the following: Harvoni, Sovaldi, Ledipasvir and/or Sofosbuvir), or other new or generic medications related to the treatment of Hepatitis C. Costs associated with these drugs will be the responsibility of Fulton County on behalf of the Fulton County Sheriff's Office. However, Service Provider will attempt procurement of the inmate's own medication supply for administration should it be determined that the Inmate has a current prescription for the medications referenced above, and if verified, shall continue the Inmate's current treatment while bearing no financial responsibility for same. Service Provider shall be responsible for notifying the Fulton County Sheriff's Office of any inmate needing traditional Hepatitis C medications, such as, but not limited to, Interferon. County will authorize Service Provider to purchase the medication(s) and invoice Fulton County on behalf of the Fulton County Sheriff's Office for the medications at cost.

Service Provider shall not be responsible for the costs associated with blood factors, biologicals, Vivitrol medication, non-formulary long acting mental health injectable medications, oral chemotherapeutic medications, non-formulary intravenous medications, or other specialty medication costs. Service Provider shall supply any necessary medications to inmates as set forth within this Agreement but in the event Service Provider provides payment for the necessary medications that are not its financial responsibility, it shall invoice Fulton County on behalf of the Fulton County Sheriff's Office on a monthly basis for one hundred percent (100%) reimbursement of any costs associated with same.

Service Provider shall not be responsible for the costs associated with shipment of HIV, Hepatitis C, and blood factor medications, it shall invoice Fulton County on behalf of the Fulton County Sheriff's Office on a monthly basis for one hundred percent (100%) reimbursement of any costs associated with shipment of these medications.

Service Provider shall provide a monthly utilization report for all medications passed through to Fulton County on behalf of the Fulton County Sheriff. Service provider shall provide all medications at costs and shall not gross up any medication costs.

- IV. Article 4, Scope of Work, Exhibit C shall be modified to include the addition of the following Paragraph:

L. Service Provider Escort Officers.

The security detention officer escort services (“Escort Officer(s)”) rendered by Service Provider shall consist of eight and four-tenths (8.4) FTEs. The Escort Officer services are required and necessary as a means to: (1) reduce the need for Fulton County correctional officers to escort patients within the Fulton County jail facilities; and (2) ensure inmates patients are escorted in a timely manner to their scheduled mental health appointments.

Service Provider agrees that it shall utilize off-duty officers currently employed by the Fulton County Sheriff’s Office, retired officers, reserve officers of Fulton County or the equivalent thereof, to provide any necessary services hereunder. In doing so, Service Provider may hire and manage any Escort Officer necessary solely for the purposes of escort for Service Provider’s healthcare service needs, so long as the Escort Officer is currently employed by the Fulton County Sheriff’s Office (to include retired, reserve or the equivalent thereof), has completed all necessary background screening required by the Fulton County Sheriff’s Office and/or Service Provider and/or drug screening testing required by either party.

To the extent necessary, the Fulton County Sheriff’s Office and/or its personnel shall collaborate with Service Provider to provide appropriate training and necessary security briefings to Escort Officers, which shall include all necessary training related to Sheriff’s Policy Number 1500-18, Inmate Observation, and training related to Grady Health System’s handcuffs and other restraint requirements prior to any inmate/patient transport to Grady Health System. The Parties agree that Escort Officers will not participate in inmate/patient transports. Additionally, the Parties hereby agree that any Escort Officer that is currently deputized as a law enforcement officer in the State of Georgia may, in their sole discretion, interrupt their provision of services rendered on behalf of Service Provider in order to discharge their public duties as law enforcement officers and attend to emergencies and other exigent circumstances outside the scope of these services. Such interruption or termination of services shall not be considered a breach and Service Provider shall not be obligated to pay for any such interruption of services and activities performed after the Escort Officer interrupts or terminates the provision of services set forth herein.

Service Provider shall not exercise control over an Escort Officer’s (deputized only) enforcement of laws and officers shall not enforce any rules and regulations that are not otherwise violations of the law, as determined by the Escort Officer and the Sheriff. Each Escort Officer shall be subject to, and shall abide by, all Fulton County and Fulton

County Sheriff's Office rules and regulations as well as complying with all local, state and federal laws.

Neither Service Provider nor the Sheriff has the right and neither shall seek to exercise any control over the other Party, its employees, its officers or its agents. Service Provider will decide and direct which Escort Officers it shall assign, at what times, and to which facility to provide services. Service Provider shall be solely responsible for any applicable employee wages, timesheets, payroll deductions, federal and state taxes, unemployment compensation contributions, social security taxes, and benefits of its employees.

The Parties hereby agree that when rendering services at Fulton County jail facilities, Escort Officers shall act solely as the agents of Service Provider, unless they interrupt said services to discharge their public duties as law enforcement officers and attend to emergencies and other exigent circumstances outside the scope of this paragraph, for which Service Provider shall maintain no control over, nor liability for whatsoever. Any liability, associated risks, claims and/or damages related to the safety, security and cleanliness of the Fulton County jail facilities shall be the sole responsibility of the Fulton County Sheriff's Office.

- V. Article 10, Compensation, Exhibit E shall be deleted and replaced with the attached Exhibit E which provides, effective July 1, 2023, a six percent (6%) cost of living adjustment to the current base compensation, additional compensation to support an ADP of 3,300 applicable to the County's inmate patient population physically housed in Fulton County jail at Rice Street, Atlanta City Detention Center ("ACDC"), and Alpharetta jail, additional compensation to support personnel wage increases, and a one-time expense to replace aging information technology ("IT") equipment. Service Provider will install the IT replacement equipment and the Parties agree that such equipment is the property of Fulton County assigned exclusively to the Fulton County Sheriff for the Service Provider's use. The IT replacement equipment, including the servers and computers, will be used by the Service Provider in its provision of services at any Fulton County jail facility and shall remain the property of Fulton County assigned exclusively to the Fulton County Sheriff upon the termination of this Agreement.
- VI. Article 11, Personnel and Equipment, Paragraph 11.4 shall be deleted and replaced with the following:
 - 11.4 Service Provider will provide medical, dental, technical, and support personnel necessary for the staffing of Inmate Medical Services as described in and as required by this Agreement. Service Provider shall provide staffing as described in Schedule 1 of this Agreement, attached hereto and incorporated herein by reference. The Parties mutually agree that

the ADP is three thousand three hundred (3,300) and is applicable to the County's inmate patient population physically housed in the Fulton County jail at Rice Street, Atlanta City Detention Center ("ACDC"), and Alpharetta jails. If the ADP either exceeds three thousand five hundred (3,500) or is below three thousand one hundred (3,100) for at least two (2) consecutive months, then Parties hereby agree to meet and confer to establish new staffing levels and adjust compensation accordingly. Furthermore, should Service Provider be required to provide additional staffing not set forth within this Agreement as a result of any Court Order, Consent Decree, or otherwise, County shall be responsible for payment to Service Provider for any costs associated with same.

- VII. Article 15, Termination for Convenience, shall be deleted and replaced with the following:

Notwithstanding any other provisions, either Party may terminate this Agreement for its convenience at any time by providing the other Party with at least six (6) months prior written notice. If the Agreement is terminated for convenience by either party, as provided in this article, Service Provider will be paid compensation for those services actually performed. Partially completed tasks will be compensated based on a signed statement of completion to be submitted by Service Provider which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Service Provider was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

- VIII. Article 22, Indemnification, Paragraph 22.1 shall be modified as follows:

ARTICLE 22. INDEMNIFICATION

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Service Provider/Service Provider's acts, errors, or omissions in the performance of professional services, the Service Provider shall defend, indemnify, release, and hold harmless the Fulton County Sheriff's Office, Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Service Provider in the

delivery of the services under this Agreement. Such indemnity is limited to those liabilities caused by a Negligent Professional Act or Medical Malpractice, as defined below, and specifically does not include allegations based on Fulton County's policies, training or duties. Professional Liability shall be defined as responsibility for a single act or omission, or a series of related acts or omissions during Services Provider's provision of services pursuant to the Scope of Work of this Agreement, arising out of the medical negligence, intentional act, or willful misconduct of the Service Provider or its officers, employees, or agents. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of the Service Provider.

For the purposes of the Professional Services Indemnity above:

- 1) "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Service Provider is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.
- 2) "Medical Malpractice" means a medical professional's violation of the applicable standard of care that results in an injury for which a recovery may be had.

Service Provider's obligation to defend, indemnify, release and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider shall have no duty or obligation to defend and/or indemnify the Sheriff/County, its Commissioners, officers, employees, sub-contracted Service Providers, successors, assigns and agents for any claims, losses, damages, lawsuits, costs, judgments or expenses arising out of or resulting from: (a) any negligent or intentional act or acts or other omission(s) attributable to the Sheriff/County, its employees and/or its agents; and/or (b) the Sheriff/County and/or its employees preventing an inmate from receiving medical care ordered by Service Provider or its agents.

Service Provider further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, sub-contracted Service Providers, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Service Provider. These indemnities shall not be limited by reason of the listing of any insurance coverage.

- IX. Article 26, Insurance, shall be modified to include the addition of the following paragraph:

Should Fulton County obtain General Liability insurance coverage on behalf of the Fulton County Sheriff's Office, such insurance shall be in an amount to cover the Fulton County Sheriff's Office's obligations under this Agreement. If General Liability insurance is obtained by Fulton County on behalf of the Fulton County Sheriff's Office, then Fulton County agrees to add Service Provider, to the extent permissible by law, as an additional insured under any applicable insurance policy, and provide Service Provider with a certificate of insurance ("COI") evidencing coverage.

- X. Article 39, Invoicing and Payment, Time of Payment Paragraph shall be modified as follows:

Time of Payment. Fulton County on behalf of the Fulton County Sheriff's Office shall make payments to Service Provider within thirty (30) days after receipt of a proper invoice.

- XI. Schedule 1, Staffing Levels, in the original Agreement and the MHSU staffing set forth in Amendment No. 2 shall be deleted and replaced with the attached Schedule 1, Staffing Levels.

This Amendment is effective July 1, 2023.

Except as modified herein, all other terms and conditions set forth within the Agreement shall remain in full force and effect.

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

**OWNER:
FULTON COUNTY, GEORGIA**

**SERVICE PROVIDER:
NAPHCARE OF FULTON COUNTY, LLC**

Robert L. Pitts, Chairman
Board of Commissioners

Bradford T. McLane
Chief Executive Officer

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Patrick Labat, Sheriff
Fulton County Sheriff's Office

**EXHIBIT E
COMPENSATION**

NaphCare of Fulton County, LLC Amended Pricing			Annual	Monthly
Year 6	1/1/2023 – 12/31/2023	Fifth Renewal Term	\$ 26,705,955.91	\$ 2,225,496.33
Year 6	1/1/2023 – 12/31/2023	MHSU (per amendment 2)	\$ 440,157.73	\$ 36,679.81
Year 6	1/1/2023 – 12/31/2023	Current Contract Total	\$ 27,146,113.64	\$ 2,262,176.14
Amendment Pricing Updates		6% COLA/ Revised ADP (3,300)	\$ 2,181,857.35	\$ 181,821.45
		HIV Medication (Pass Through)	\$ (3,600,000.00)	\$ (300,000.00)
		Staffing Compensation (Hardship)	\$ 1,757,000.00	\$ 146,416.67
		Amended Staffing (4.6 FTEs)	\$ 700,000.00	\$ 58,333.33
		NaphCare Security Force (8.4 FTEs)	\$ 1,880,000.00	\$ 156,666.67
		6% COLA - MHSU (per amendment 2)	\$ 26,342.27	\$ 2,195.19
Amended Total			\$ 30,091,313.26	\$ 2,507,609.44
IT Equipment Refresh - One Time Expense			\$	440,000.00

NaphCare of Fulton County, LLC Amended Pricing			Annual	Monthly
Amended Year 6	7/1/2023 - 12/31/2023	Fifth Renewal Term	\$ 15,045,656.63	\$ 2,507,609.44
Amended Year 7	1/1/2024 – 12/31/2024	Sixth Renewal Term	\$ 31,294,965.80	\$ 2,607,913.82
Amended Year 8	1/1/2025 – 12/31/2025	Seventh Renewal Term	\$ 32,546,764.43	\$ 2,712,230.37
Amended Year 9	1/1/2026 – 12/31/2026	Eighth Renewal Term	\$ 33,848,635.00	\$ 2,820,719.58
Amended Year 10	1/1/2027 – 12/31/2027	Ninth Renewal Term	\$ 35,202,580.40	\$ 2,933,548.37

SCHEDULE 1—STAFFING LEVELS

Fulton County, GA NaphCare of Fulton County, LLC Staffing			
Positions	Current	Amended	Amended Total
Administrative Assistant	3.000		3.000
Associate HSA	2.000		2.000
Associate Mental Health Director	1.000		1.000
Dental Assistant	2.200		2.200
Dentist	2.200		2.200
Director of Nursing	1.000		1.000
Health Services Administrator	1.000		1.000
Infectious Disease Physician	0.200		0.200
Licensed Practical Nurse	53.400		53.400
Medical Assistant	17.800		17.800
Medical Director	1.000		1.000
Medical Records Clerk - Site	3.000		3.000
Mental Health Director	1.000		1.000
Asst. Mental Health Director		1.000	1.000
Mental Health Clinician (MHSU)	3.000		3.000
Mental Health Discharge (MHSU)	1.000		1.000
Mental Health Professional	11.600	2.600	14.200
Nurse Practitioner	16.250		16.250
OB GYN - MD	0.200		0.200
Paramedic	4.200		4.200
Paramedic Educator	1.000		1.000
Pharmacy Technician	2.000		2.000
Physician	1.000		1.000
Physician Assistant	1.000		1.000
Psych Nurse Practitioner	3.000	1.000	4.000
Psychiatrist	1.000		1.000
Reentry Coordinator	1.000		1.000
Registered Nurse	21.900		21.900
RN Supervisor	4.200		4.200
Staff Physician	1.000		1.000
Escort Officers		8.400	8.400
Grand Total	162.150	13.000	175.150



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0382

Meeting Date: 6/7/2023

Department

Sheriff

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

Request approval to accept the assignment and assumption of the contract - Sheriff's Office, pursuant to Article 29 (Assignability) of the Contract, the County consents to the assignment of Contract 17RFP07012016B-BR, Inmate Medical Services with NaphCare, Inc. to NaphCare of Fulton County, LLC and authorizing the Department of Purchasing & Contract Compliance to reflect the name change. Effective upon BOC approval.

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

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

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

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: On November 15, 2017, BOC Item # 17-0934, the County, through its Board of Commissioners, approved a contract with NaphCare, Inc., ("Contract"), to provide inmate medical services for the Fulton County Sheriff's Office; and the County, through its Board of Commissioners, and NaphCare, Inc. have approved multiple renewals of, and amendments to, the Contract since the original November 15, 2017, approval.

NaphCare, Inc. and NaphCare of Fulton County, LLC have requested that the County consent to this assignment of the Contract from NaphCare, Inc. to NaphCare of Fulton County, LLC.

Article 29 (Assignability) of the Contract, requires the prior expressed written consent of the County. Effective upon approval of the County granting its consent of the assignment

NaphCare, Inc. will assign to NaphCare of Fulton County, LLC all rights and responsibilities relating to the Contract, including, without limitation, the Contract, approved by the County on November 15, 2017, as amended, between Fulton County and NaphCare, Inc., together with any amendments, addendums, purchase orders, and all other documents incorporated into the heretofore described Contract.

Scope of Work: To provide comprehensive correctional physical and mental health services to inmates at all Fulton County jail facilities, including the Rice Street jail, Atlanta City Detention Center, and Alpharetta jail.

Community Impact: None

Department Recommendation: Recommends approval.

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification: Not Applicable

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

Not Applicable

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the*

Exhibit 1: Consent to Assignment and Assumption of Contract Agreement

Exhibit 2: Secretary of State documentation

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

Rodney Stinson, Fiscal Administrator, Sheriff's Office, 404-612-6011

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

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

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

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

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Choose an item.

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

CONSENT TO ASSIGNMENT AND ASSUMPTION

OF CONTRACT 17RFP07012016B-BR, INMATE MEDICAL SERVICES

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF CONTRACT 17RFP07012016B-BR, Inmate Medical Services (hereinafter, “Agreement”) is entered into as of the 7th day of June 2023, between, **NaphCare, Inc.** an Alabama corporation authorized to conduct business in Georgia, and **NaphCare of Fulton County, LLC**, a Georgia company, and **Fulton County, Georgia**, a political subdivision of the State of Georgia (hereinafter referred to as “the County”)(collectively “the Parties”).

WHEREAS, November 15, 2017, as Agenda Item # 17-0934, the County, through its Board of Commissioners, approved a contract with NaphCare, Inc., (“Contract”), to provide inmate medical services for the Fulton County Sheriff’s Office; and

WHEREAS, the County, through its Board of Commissioners, and NaphCare, Inc. have approved multiple renewals of, and amendments to, the Contract since the original November 15, 2017, approval; and

WHEREAS, pursuant to Article 29 (Assignability) of the Contract, NaphCare, Inc. is prohibited from assigning the Contract without the express written consent of the County; and

WHEREAS, NaphCare, Inc. and NaphCare of Fulton County, LLC have requested that the County consent to this assignment of the Contract from NaphCare, Inc. to NaphCare of Fulton County, LLC and the County is agreeable to the same; and

WHEREAS, effective as of the County granting its consent by execution of this document, NaphCare, Inc. will assign to NaphCare of Fulton County, LLC all rights and responsibilities relating to the Contract, including, without limitation, the Contract, approved by the County on November 15, 2017, as amended, between Fulton County and NaphCare, Inc., together with any amendments, addendums, purchase orders, and all other documents incorporated into the heretofore described Contract; and

WHEREAS, this Agreement contemplates the contemporaneous withdrawal of NaphCare, Inc.’s Notice of Termination of the Contract, as well as a further amendment of the Contract; and

WHEREAS, upon the assignment, as approved by the Parties, NaphCare of Fulton County, LLC will assume the duties, obligations, responsibilities, rights and remedies of NaphCare, Inc. under the Contract.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Subject to NaphCare of Fulton County, LLC providing proof of formation/incorporation, certificate of insurance naming Fulton County on behalf of the Fulton County Sheriff's Office as an insured, and E-verify affidavit to the County, and subject to the terms, conditions and limitations set forth in the Contract, the County hereby:

(a) consents to the assignment of the Contract from NaphCare, Inc. to NaphCare of Fulton County, LLC, and confirms that:

(i) the Contract is, upon the date of execution of this Agreement, in full force and effect, and

(ii) upon the date of execution of this Agreement, there is no breach or default under the Contract that is attributable to NaphCare, Inc., and

(iii) no additional consents are required in connection with the assignment of the Contract in connection with this transaction, and

(iv) NaphCare, Inc.'s Notice of Termination of the Contract is withdrawn; and

(b) agrees that NaphCare, Inc., to the extent NaphCare, Inc. is not in default of the terms, conditions and obligations of the Contract at the time of execution of this Agreement, is released from any further obligation under the Contract, and

(c) agrees to consent to the assignment and assumption of the Contract in its entirety to NaphCare of Fulton County, LLC, effective July 1, 2023.

2. Acceptance and Assumption. **NaphCare of Fulton County, LLC**, subject to the terms, conditions and limitations set forth in Contract and all amendments, and execution of all documents required by the County, hereby irrevocably agrees to and accepts the assignment and assumption of the Contract.

3. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon **NaphCare of Fulton County, LLC**, and any future assignment of the Contract must abide by the conditions set forth in Article 29 (Assignability) of the Contract.

4. Governing Law. This assignment and assumption of the Contract and any dispute arising under this Agreement shall be governed by, construed in accordance with and enforced under the laws of the State of Georgia, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

5. Conflicts. The parties agree that the sole purpose of this Agreement is to evidence the assignment and the assumption of the Contract. This Agreement shall not be interpreted or otherwise construed, to, and does not, alter, increase, or diminish in any respects the Parties' rights, obligations and liabilities set forth in the Contract. This Agreement is made without any representation or warranty, express or implied, by any party. In the event of any conflict between the terms and conditions of this Agreement and the Contract, the terms and conditions of the Contract shall govern.

6. Amendments and Waivers. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by each of the Parties. All waivers of rights under this Agreement shall be in writing, and no waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty, covenant or agreement hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

7. Severability of Provisions. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced as a result of any rule of law or public policy, all other terms and other provisions of this Agreement shall nevertheless remain in full force and effect.

8. Further Assurances. Each party hereby agrees to take any and all additional actions and to execute, acknowledge, and deliver any and all documents, in each case which each party may reasonably request in order to carry out the provisions and purposes of this Agreement.

9. No Third Party Beneficiaries. This Assignment shall not confer any rights or remedies upon any person or entity other than to the parties and their respective successors and permitted assigns.

10. Notices. The provisions of Article 34 of the Contract shall apply to this Agreement.

11. Execution. Each party has caused this acknowledgement to be executed by its authorized representative.

[Continued on Following Page]

So agreed, this _____ day of June 2023.

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Commission Chair
Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO CONTENT:

Patrick "Pat" Labat
Fulton County Sheriff

ASSIGNOR CONTRACTOR:

NaphCare, Inc.

James S. McLane
Chairman of the Board

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ASSIGNEE CONTRACTOR:

NaphCare of Fulton County, LLC

**[Insert Name & Title of person
authorized to sign contract]**

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

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

NaphCare of Fulton County, LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **05/12/2023** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **05/17/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 5/12/2023 1:38:18 PM

BUSINESS INFORMATION

CONTROL NUMBER 23109194
BUSINESS NAME NaphCare of Fulton County, LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 05/12/2023

PRINCIPAL OFFICE ADDRESS

ADDRESS 2090 Columbiana Road, Ste 4000, Birmingham, AL, 35216, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Corporation Service Company	2 Sun Court, Ste 400, Peachtree Corners, GA, 30092, USA	Gwinnett

ORGANIZER(S)

NAME	TITLE	ADDRESS
NaphCare, Inc.	ORGANIZER	2090 Columbiana Road, Suite 4000, Birmingham, AL, 35216, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE NaphCare, Inc. by Bradley J. Cain
AUTHORIZER TITLE Organizer



GEORGIA
CORPORATIONS
DIVISION

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	NaphCare of Fulton County, LLC	Control Number:	23109194
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	2090 Columbiana Road, Ste 4000, Birmingham, AL, 35216, USA	Date of Formation / Registration Date:	5/12/2023
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: **Corporation Service Company**
 Physical Address: **2 Sun Court, Ste 400, Peachtree Corners, GA, 30092, USA**
 County: **Gwinnett**

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[Filing History](#)

[Name History](#)

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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0383

Meeting Date: 6/7/2023

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

Request approval of an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article 2 (County Governing Authority), Division 2 (Rules of Order and Procedure), Section 101-66 (b)(1) of the Fulton County Code of Ordinances in order to impose a distribution requirement before a member of the Fulton County Board of Commissioners may place a proposed Resolution or Ordinance on the Agenda for consideration or final vote; to require that the proposed Resolution or Ordinance appear as a discussion item at the first meeting in which it is introduced and voted on at the second meeting; and for other purposes. **(Arrington)**

1 AN ORDINANCE TO AMEND CHAPTER 101 (GENERAL PROVISIONS AND
2 COUNTY GOVERNING AUTHORITY), ARTICLE 2 (COUNTY GOVERNING
3 AUTHORITY), DIVISION 2 (RULES OF ORDER AND PROCEDURE), SECTION 101-
4 66(b)(1) OF THE FULTON COUNTY CODE OF ORDINANCES IN ORDER TO
5 IMPOSE A DISTRIBUTION REQUIREMENT BEFORE A MEMBER OF THE FULTON
6 COUNTY BOARD OF COMMISSIONERS MAY PLACE A PROPOSED RESOLUTION
7 OR ORDINANCE ON THE AGENDA FOR CONSIDERATION OR FINAL VOTE; TO
8 REQUIRE THAT THE PROPOSED RESOLUTION OR ORDINANCE APPEAR AS A
9 DISCUSSION ITEM AT THE FIRST MEETING IN WHICH IT IS INTRODUCED AND
10 VOTED ON AT THE SECOND MEETING; AND FOR OTHER PURPOSES.

11
12 **WHEREAS**, the duly elected governing authority of Fulton County, Georgia (the
13 “County”) is the Fulton County Board of Commissioners, comprised of a Chairman and
14 six individual Commissioners, who are selected by a majority of the qualified electors
15 voting in the respective County districts in which they reside; and

16 **WHEREAS**, Georgia law tasks the Board of Commissioners with significant
17 decision-making duties in administering, at the County level, crucial public government
18 policies and services; and

19 **WHEREAS**, the County and the general public are best served when the
20 members of the Board of Commissioners, individually, are free to share their varying
21 opinions about local government policies, programs and services in their public
22 meetings and, collectively, are able to make decisions concerning the administration of
23 the County’s policies, programs and services; and

24 **WHEREAS**, a key component to such discussions and effective decision-making
25 is the ability of the members of the Board of Commissioners to prepare for an upcoming
26 meeting with a full understanding and insight into the matters to be discussed and
27 considered at meeting; and

28 **WHEREAS**, pursuant to the County’s home rule powers found in the Constitution
29 of the State of Georgia, Article 9, Sec. 2 ¶ 1(a), the Board of Commissioners is

30 authorized to adopt reasonable ordinances, resolutions, or regulations relating to the
31 County's affairs for which no provision has been made by general law and which is not
32 inconsistent with the Constitution or any local law applicable thereto; and

33 **WHEREAS**, in the lawful exercise of said home rule powers and in conformity
34 with the provisions of the Open Meetings Act, O.C.G.A. § 50-14-1 *et seq.*, the Board
35 enacted certain provisions of its Rules of Order and Procedure (the "Procedural Rules")
36 at its Regular Meeting on January 19, 1994, via Agenda Item 93-RC-701, and which
37 have been codified in Chapter 101 (General Provisions and County Governing
38 Authority), Article II (County Governing Authority), Division 2 (Rules of Order and
39 Procedure) of the Fulton County Code of Laws ("Code") as Section 101-61 *et seq.* and
40 have been amended multiple times thereafter; and

41 **WHEREAS**, Procedural Rule 6(a) (codified as Section 101-66(a) in the Code)
42 ensures that members of the Board of Commissioners and the general public receive
43 advance notice of the matters to be considered at an upcoming meeting by setting a
44 deadline for submitting items to be placed on the meeting's agenda and by requiring the
45 final agenda to be available to members of the Board of Commissioners and the general
46 public prior to such meeting being held; and

47 **WHEREAS**, Procedural Rule 6(b) (codified as Section 101-66(b) in the Code)
48 furthers efficient preparation of the final agenda for a meeting by setting forth rules for
49 placement of an item on that agenda by a member of the Board of Commissioners; and

50 **WHEREAS**, the Board of Commissioners desires to amend Procedural Rule
51 6(b)(1) (as well as Section 101(b)(6) of the Code) to implement a requirement that a
52 member of the Board of Commissioners presenting a resolution or ordinance for action

53 or discussion at a meeting shall distribute the proposed resolution or ordinance to the
54 other members of the Board of Commissioners before that item may be placed on an
55 agenda for consideration or final vote; and

56 **WHEREAS**, the Board of Commissioners finds the implementation of said
57 distribution requirement will further ensure each member has, in advance of an
58 upcoming meeting, a full understanding of a proposed resolution or ordinance and
59 sufficient time to individually consider the matter before discussion during the meeting;
60 and

61 **WHEREAS**, additional changes to Procedural Rule 6(b) (codified as Section 101-
62 66(b) in the Code) foster transparency and provide sufficient advance notice to
63 constituents, Commissioners and staff by requiring that a proposed resolution or
64 ordinance must appear as a discussion item at the first meeting in which it is introduced
65 and voted on at the second meeting.

66 **NOW, THEREFORE, BE IT ORDAINED**, that the Fulton County Board of
67 Commissioners hereby amends Rule 6(b)(1) of its Rules of Order and Procedure (as
68 well as Subsection (b)(1) of Section 101-66 of the Fulton County Code of Laws), by
69 deleting the current language of said provision in its entirety, and by substituting in lieu
70 thereof the following text so that, when amended, Rule 6(b)(1) of the Rules of Order and
71 Procedure (as well as Subsection (b)(1) of Section 101-66 of the Fulton County Code of
72 Ordinances (attached)) shall read in full as follows:

- 73 “(1) Placement of an item on the agenda by a commissioner.
74 a. Subject to the requirement stated below in (b)(1)(b) of this
75 subsection, any commissioner wishing to place an item on the

76 agenda may do so by timely informing the clerk to the commission
77 of such inclusion.

78 b. For any item sought to be placed on the agenda that, if approved by
79 the board of commissioners, would require the adoption of a
80 resolution or ordinance, a commissioner shall distribute a copy of
81 the proposed resolution or ordinance and any attachments to all of
82 the other members of the board of commissioners (by email, hand
83 delivery or otherwise) not less than seventy-two (72) hours before
84 notifying the clerk to the commission of the desire to place the item
85 on the agenda. Along with such request, the commissioner shall
86 inform the clerk to the commission that this seventy-two (72) hour
87 notice requirement has been satisfied. The clerk to the commission
88 shall not place any item on the agenda if the seventy-two (72) notice
89 requirement has not been met and shall notify the affected
90 commissioner. If the item does not make the agenda for the
91 scheduled meeting, the clerk shall place the item on the agenda for
92 the next scheduled meeting upon the commissioner confirming that
93 the distribution requirement has been met.

94 c. Simultaneously with informing the clerk to the commission of the
95 desire to include an item on the agenda, the commissioner should
96 submit sufficient written information about the item to aid the clerk to
97 the commission to properly note the item on the agenda. Any

98 supporting documents germane to the item should also be
99 submitted to the clerk to the commission.

100 d. The clerk to the commission shall ensure that a proposed resolution
101 or ordinance must appear as a discussion item on the published
102 agenda at the first meeting of the board of commissioners in which it
103 is introduced and voted on, by the members of the board of
104 commissioners, at the second meeting.”

105 e. Nothing herein shall be construed to eliminate where there is a
106 showing of an emergency or extraordinary circumstances exist, an
107 item may be added to the agenda and voted on during the same
108 meeting, when it is separately voted on and is adopted during the
109 meeting by a supermajority of the board of commissioners.

110 **BE IT FURTHER ORDAINED** that this Ordinance shall become effective when
111 passed and adopted, and that all ordinances and resolutions and parts of ordinances
112 and resolutions in conflict with this Ordinance are hereby repealed to the extent of the
113 conflict.

114 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
115 Georgia this 7th day of June, 2023.

116 **FULTON COUNTY BOARD OF**
117 **COMMISSIONERS**

118 **SPONSORED BY:**

119
120
121
122
123
124 _____
125 Marvin S. Arrington, Jr., Commissioner
District 5

126 ATTEST:

127

128

129

130

131

132 _____
Tonya R. Grier, Clerk to the Commission

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134

135 APPROVED AS TO FORM:

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137

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141 _____
Y. Soo Jo, County Attorney

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147

148 <https://Fc0365.Sharepoint.Com/Sites/Countyattorney/Calgislation/BOC/Resolutions/Ordinances/2023/Arrington/6.7.23> Ordinance
149 To Amend Code Sec 101-66(B)(1) (Procedural Rule 6(B)(1).Doc



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0384

Meeting Date: 6/7/2023

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

Request approval an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article 2 (County Governing Authority), Division I (Generally), to create a new section 101-75 of the Fulton County Code of Laws to provide a fair, open and transparent procedure for the Board of Commissioners to make Full Board Appointments to various Boards, Commissions, Taskforces, Committees, Councils and Authorities affiliated with, or operating on behalf of Fulton County, Georgia; and for other purposes. **(Arrington)**

1 AN ORDINANCE TO AMEND CHAPTER 101 (GENERAL PROVISIONS AND COUNTY
2 GOVERNING AUTHORITY), ARTICLE 2 (COUNTY GOVERNING AUTHORITY),
3 DIVISION I (GENERALLY), TO CREATE A NEW SECTION 101-75 OF THE FULTON
4 COUNTY CODE OF LAWS TO PROVIDE A FAIR, OPEN AND TRANSPARENT
5 PROCEDURE FOR THE BOARD OF COMMISSIONERS TO MAKE FULL BOARD
6 APPOINTMENTS TO THE VARIOUS BOARDS, COMMISSIONS, TASKFORCES,
7 COMMITTEES, COUNCILS AND AUTHORITIES AFFLIATED WITH, OR OPERATING
8 ON BEHALF OF FULTON COUNTY, GEORGIA; AND FOR OTHER PURPOSES.
9

10 **WHEREAS**, the duly elected governing authority of Fulton County, Georgia is the
11 Fulton County Board of Commissioners; and

12 **WHEREAS**, pursuant to its home rule powers found in the Constitution of the State
13 of Georgia, Article 9, Sec. 2, ¶ 1(a), the Board of Commissioners is authorized to create
14 certain boards, commissions, taskforces, committees, councils, authorities, or make
15 appointments to them, either pursuant to County resolutions and ordinances, the Fulton
16 County Code of Laws, general state statutes, municipal laws, or local laws passed by the
17 General Assembly applicable to Fulton County; and

18 **WHEREAS**, the Board of Commissioners depends on these boards, commissions,
19 taskforces, committees, councils and authorities to assist in the smooth operation of
20 county government and to further the interests of Fulton County and its citizens; and

21 **WHEREAS**, the Board of Commissioners desires to appoint diverse, qualified,
22 knowledgeable, and dedicated county residents or commissioners to serve on the various
23 boards, commissions, taskforces, committees, councils, and authorities operating within,
24 or on behalf of Fulton County; and

25 **WHEREAS**, the Board of Commissioners routinely appoints individuals or
26 commissioners to the various boards, commissions, taskforces, committees, councils,
27 and authorities operating within Fulton County as either a "*District Appointment*" or a "*Full*
28 *Board Appointment*;" and

1 **WHEREAS**, the Clerk to the Commission maintains a master list of all Fulton
2 County boards, commissions, taskforces, committees, councils, and authorities, and is
3 responsible for maintaining records of appointments and vacancies; and

4 **WHEREAS**, pursuant to *Board Procedural Rule Six*, “[T]he agenda is prepared by
5 the Clerk’s Office [Clerk to the Commission] in concert with the County Manager’s
6 Office...;” and

7 **WHEREAS**, in preparing Board of Commissioners’ appointments to the various
8 boards, commissions, taskforces, committees, councils and authorities, the Clerk to the
9 Commission will look to the establishing legislation of the particular organization to
10 determine whether each person being appointed will be made pursuant to a *District*
11 *Appointment* or as a *Full Board Appointment*; and

12 **WHEREAS**, there is no written definition for *District Appointment* to guide the Clerk
13 to the Commission in preparing the agenda, thus, where the establishing legislation states
14 that each member of the Board of Commissioners gets to make an appointment, it has
15 been the practice and custom of the Clerk to the Commission to designate each such
16 appointment as a *District Appointment*, with each commissioner getting to nominate one
17 person for appointment, which is then confirmed by the full Board of Commissioners
18 typically via placement on and adoption of the Consent Agenda; and

19 **WHEREAS**, because there is also no written definition for *Full Board Appointment*
20 to guide the Clerk to the Commission in preparing the agenda, where the establishing
21 legislation states that the Board of Commissioners gets to appoint one or more members
22 (but not seven), it has been the practice and custom of the Clerk to the Commission to
23 designate each such appointment as a *Full Board Appointment*, with the full Board of

1 Commissioners having to vote to confirm each appointment typically via placement on
2 the Regular Agenda; and

3 **WHEREAS**, currently for a *Full Board Appointment*, there is not a clear process or
4 procedure in place for choosing the person or persons nominated for Full Board
5 Appointments; and

6 **WHEREAS**, the Board of Commissioners desires to adopt a fair, open, and
7 transparent process outlining the procedure for making Full Board Appointments and
8 clarify the District appointments of individuals or commissioners to the various boards,
9 commissions, taskforces, committees, councils, and authorities operating within Fulton
10 County; and

11 **WHEREAS**, under its home rule powers, the Board of Commissioners has
12 authority to adopt reasonable ordinances, resolutions, or regulations relating to the
13 County's affairs for which no provision has been made by general law and which are not
14 inconsistent with the Constitution or any local law applicable thereto.

15 **NOW, THEREFORE, BE IT ORDAINED**, that the Fulton County Board of
16 Commissioners hereby amends Chapter 101 (General Provisions and County Governing
17 Authority), Article 2 (County Governing Authority), Division I (Generally), to create a new
18 Section 101-75 of the Fulton County Code of Laws to provide a fair, open and transparent
19 procedure for the Board of Commissioners to define District Appointments, to define Full
20 Board appointments, and to make District and Full Board Appointments to the various
21 boards, commissions, taskforces, committees, councils and authorities affiliated with, or
22 operating on behalf of Fulton County, Georgia, as reflected in Exhibit "A," attached hereto
23 and incorporated herein by reference.

1 **BE IT FURTHER ORDAINED**, that a *District Appointment* is defined to mean
2 where the establishing legislation states that each member of the Board of
3 Commissioners gets to make an appointment, each commissioner shall get to nominate
4 the requisite number of person(s) for appointment.

5 **BE IT FURTHER ORDAINED**, that a *Full Board Appointment* is defined to mean
6 where the establishing legislation states that the Board of Commissioners gets to appoint
7 one or more members (but not seven), the full Board of Commissioners shall get to vote
8 to confirm each appointment.

9 **BE IT FURTHER ORDAINED**, that the Clerk to the Commission will continue to
10 maintain the master list of all Fulton County boards, commissions, taskforces,
11 committees, councils, and authorities, and is hereby directed to notify the Board of
12 Commissioners of expiring terms and pending vacancies as soon as practicable.

13 **BE IT FURTHER ORDAINED**, that all appointments will be made in accordance
14 with applicable state law, county ordinance or resolution that created the organization,
15 and where there is a conflict with this Ordinance, the aforementioned authorities shall
16 control over this Ordinance; and

17 **BE IT FINALLY ORDAINED**, that this Ordinance shall become effective upon its
18 adoption, and that all resolutions or ordinances and parts of resolutions or ordinances in
19 conflict with this Ordinance are hereby repealed to the extent of the conflict.

20 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
21 Georgia, this 7th day of June 2023.

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23
24

**FULTON COUNTY BOARD OF
COMMISSIONERS**

SPONSORED BY:

Marvin S. Arrington, Jr.
Commissioner, District 5

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

[https://fc0365.sharepoint.com/sites/CountyAttorney/CAlegislation/BOC/Resolutions/Ordinances/2023/Arrington/6.7.23 Ordinance to Adopt
BOC Appointment Policy.docx](https://fc0365.sharepoint.com/sites/CountyAttorney/CAlegislation/BOC/Resolutions/Ordinances/2023/Arrington/6.7.23%20Ordinance%20to%20Adopt%20BOC%20Appointment%20Policy.docx)

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EXHIBIT A

Sec. 101-75 – Procedure for a full board appointment by the board of commissioners of individuals or commissioners to boards, commissions, taskforces, committees, councils and authorities.

The following procedure shall be used whenever it becomes necessary for the board of commissioners to make a full board appointment of an individual or a commissioner to a board, commission, taskforce, committee, council and authority.

A. Full board appointment policy

(1) Notice of vacancy.

(a) Whenever a position on a board, commission, taskforce, committee, council or authority shall be or becomes vacant, notice of such vacancy shall be submitted by the affected organization in writing to the clerk to the commission within 15 business days, who shall then notify each member of the board of commissioners at the same time within 5 business days of receiving the notice of vacancy.

(b) The clerk to the commission shall notify each member of the board of commissioners that nomination of an individual or individuals (as may be required) shall be submitted to the clerk to the commission by a specified deadline.

(c) Where the member to be appointed will be a member of the board of commissioners, a member of the board of commissioners may submit her/his own name or the name of another member of the board of commissioners, for appointment to any such vacancy.

(2) Procedure for appointments.

(a) One vacancy, one nominee. For full board appointments, where there is one open nomination to be filled and only one name is submitted by the members of the board of commissioners to the clerk to the commission, this section shall apply.

(i) When only one vacancy of a board, commission, taskforce, committee, council or authority exists to be filled, and only one nominee has been submitted by the members of the board of commissioners to the clerk to the commission, the clerk to the commission shall place that nominee on the agenda for consideration by the full board of commissioners for final action.

(b) One vacancy, more than one nominee. For full board appointments, where there is more than one open membership to be filled and more than one name is submitted by the members of the board of commissioners to the clerk to the commission, this section shall apply.

(i) Should there be only one vacant position of a board, commission, taskforce, committee, council or authority exists to be filled and more than one nominee is submitted by the members of board of commissioners, the nominating commissioner for each nominee shall, prior to the next scheduled meeting of the board of commissioners, distribute biographical information and qualifications of their nominee(s) to all of the other members of the board of commissioners for consideration at the next meeting of the board of commissioners, provided however, if the date of the next regularly scheduled meeting is less than five business days from the date of the

1 required deadline, all information shall be provided for consideration at the next
2 following regularly scheduled meeting of the board of commissioners. The clerk to the
3 commission shall place the names of the nominees on the appropriate agenda for
4 consideration.

5
6 (ii) At the next scheduled meeting of the board of commissioners after distribution of the
7 biographical information and qualification of said nominees, or at the next following
8 regularly scheduled meeting of the board of commissioners should the five-day
9 condition set forth in (b) (i) above be applicable, the clerk to the commission shall either
10 prepare the item for voting electronically by the commissioners present at the meeting,
11 or otherwise able to participate in the meeting as authorized by law, or issue a paper
12 ballot, whichever system is workable, which contains the names of all nominees for
13 said vacant position, to all of the members of board of commissioners present at said
14 meeting, or otherwise able to participate in the meeting as authorized by law.

15
16 (iii) The members of the board of commissioners may either vote electronically on each
17 slot to be filled, or shall circle the name of the nominee of her/his choice, sign the ballot
18 and return it to the clerk to the commission. Such ballots shall become a part of the
19 official record for said board of commissioners' meeting.

20
21 (iv) The clerk to the commission shall tally the electronic votes or the written ballots or
22 cause them to be tallied and announce the results in the open meeting. The nominee
23 receiving the majority of votes shall be chosen for the appointment.

24
25 (c) *Single nominee failing to receive a majority vote or multiple nominees receiving an*
26 *equal number of votes*

27
28 In the event that a single nominee fails to receive a majority vote of the members of the
29 board of commissioners present at the meeting of the board of commissioners, or there is
30 a tie among two or more nominees who receive the highest identical number of votes, then
31 a second ballot shall be issued. Those nominees not placing in the top two shall be
32 eliminated and not participate in the next round of voting. This ballot process shall be
33 continued until such time as one person receives a majority vote, or the tie fails to be broken
34 within two additional votes. If the original vote and two tiebreaking votes do not yield an
35 appointment, then the agenda item will be moved to the next agenda.
36 (d) *More than one*
37 *vacancy. For full board appointments, where there is more than one open membership slot*
38 *to be filled and more than one name is submitted by the members of the board of*
39 *commissioners to the clerk to the commission, this section shall apply.*

40 (i) Should there be more than one vacant position on a board, commission, taskforce,
41 committee, council or authority exists of to be filled, and more than one nominee is
42 submitted to the clerk to the commission by the members of the board of
43 commissioners, each nominating commissioner shall, prior to the next scheduled
44 meeting of the board of commissioners, distribute biographical information and
45 qualifications of all nominees to all of the other members of the board of commissioners
46 for consideration at the next regular scheduled meeting of the board of commissioners,
47 provided however, if the date of the next full meeting of the board of commissioners is
48 less than five business days from the date of the required deadline, all information shall
49 be provided for consideration at the next following regularly scheduled meeting of the
50 board of commissioners. The clerk to the commission shall place the names of the
51 nominees on the appropriate agenda for consideration.

52
53 (ii) When more than one vacancy exists, the clerk to the commission shall prepare the
54 item for electronic voting by all of the members present at the meeting or authorize by
55 law to otherwise participate, or shall issue a paper ballot which contains the names of
56 all nominees for said vacant positions to all of the members of the board of

1 commissioners present at said meeting, or otherwise able to participate in the meeting
2 as authorized by law, depending on the method utilized for voting by the clerk to the
3 commission.

4
5 (iii) the members of the board of commissioners shall vote electronically or circle the
6 names of the nominees of her/his choice; indicating the corresponding position, sign
7 the ballot, and return it to the clerk to the commission, depending on the voting method
8 utilized by the clerk to the commission. Such ballots shall become a part of the official
9 record for said meeting of the board of commissioners.

10
11 (iv) The clerk to the commission shall tally the votes or the written ballots or cause them to
12 be tallied and announce the results. The nominees receiving the highest number of
13 votes; in correlation to the number of vacant positions, shall be chosen for appointment
14 to the available positions.

15
16 (d) Single nominee failing to receive a majority vote or multiple nominees receiving an equal
17 number of votes.

18
19 In the event that a single nominee fails to receive a majority vote of the members of the
20 board of commissioners present at the meeting of the board of commissioners, or there is
21 a tie among two or more nominees who receive the highest identical number of votes, then
22 a second ballot shall be issued. Those nominees not placing in the top two shall be
23 eliminated and not participate in the next round of voting. This ballot process shall be
24 continued until such time as one person receives a majority vote, or the tie fails to be broken
25 within two additional votes. If the original vote and two tiebreaking votes do not yield an
26 appointment, then the agenda item will be moved to the next agenda.

27
28 B. District Appointments

29
30 Where there are 7 appointments, they shall be considered district appointments and each
31 Commissioner shall be entitled to appoint the requisite number of district appointments. If
32 there is a vacancy and there is no district commissioner, then the full board appointment
33 policy shall apply to the appointment of district appointments.
34
35



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0385

Meeting Date: 6/7/2023

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

Request an Ordinance to amend Chapter 2, Article II, Division 2, Section 2-80 of the Code of Laws of Fulton County relating to the Code of Ethics regarding nominations to the Fulton County Board of Ethics to replace the disbanded Fulton County Personnel Board with the South Fulton Chamber of Commerce, Inc., and for other purposes. **(Pitts)**

1 **AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE II, DIVISION 2, SECTION**
2 **2-80 OF THE CODE OF LAWS OF FULTON COUNTY RELATING TO THE**
3 **CODE OF ETHICS REGARDING NOMINATIONS TO THE FULTON COUNTY**
4 **BOARD OF ETHICS TO REPLACE THE DISBANDED FULTON COUNTY**
5 **PERSONNEL BOARD WITH THE SOUTH FULTON CHAMBER OF**
6 **COMMERCE, INC.; AND FOR OTHER PURPOSES.**
7

8 **WHEREAS**, the Board of Commissioners has authority, pursuant to the
9 Constitution of the State of Georgia (Art. 9, § 2, ¶ 1(a)), to adopt reasonable ordinances,
10 resolutions, or regulations relating to the affairs of Fulton County, Georgia for which no
11 provision has been made by general law and which is not inconsistent with the
12 Constitution or any local law applicable thereto; and

13 **WHEREAS**, the Board of Commissioners has, by ordinance, established a Code
14 of Ethics (Fulton County Code of Ordinances § 2-66, *et seq.*) governing minimum
15 standards of conduct for Fulton County “officers or employees,” which includes elected
16 officials; and

17 **WHEREAS**, among other provisions, the Code of Ethics creates a Board of Ethics
18 and empowers this board to render advisory opinions regarding the applicability of the
19 Code of Ethics and to hear and decide complaints regarding alleged violations of the
20 Code of Ethics; and

21 **WHEREAS**, pursuant to Fulton County Code of Ordinances § 2-80(b), the
22 membership of the Board of Ethics currently consists of (i) one (1) member to be
23 nominated by the president of the Atlanta Bar Association from among the Association's
24 membership; (ii) one (1) member to be nominated by the president of the Gate City Bar
25 Association from among the Association's membership; (iii) one (1) member to be
26 nominated by the president of the North Fulton Chamber of Commerce from among the
27 Chamber's membership; (iv) one (1) member to be nominated by the president of the

1 Atlanta Business League from among the membership of the Atlanta Business League;
2 (v) one (1) member to be nominated by the president of the Atlanta Airport Chamber of
3 Commerce from among the Chamber's membership; (vi) one member to be nominated
4 by the personnel board of the county from its membership; and, (vii) one (1) member to
5 be nominated and appointed by the Board of Commissioners; and

6 **WHEREAS**, also pursuant to Fulton County Code of Ordinances § 2-80(b),
7 although the members for positions (1) through (6) of the Board of Ethics are nominated
8 from various local organizations, all of these positions are subject to final appointment by
9 the Board of Commissioners; and

10 **WHEREAS**, the Code of Ethics currently identifies the Fulton County Personnel
11 Board as one such local organization that will nominate one member to the Board of
12 Commissioners for appointment to the Board of Ethics; and

13 **WHEREAS**, however, on April 10, 2019, pursuant to its authority under the Home
14 Rule provisions of the Constitution of the State of Georgia (Art. 9, § 2, ¶ 1(b)), the Board
15 of Commissioners abolished the Fulton County Personnel Board and replaced it with an
16 administrative hearing officer system (Resolution No. 19-0221); and

17 **WHEREAS**, the South Fulton Chamber of Commerce, Inc., is a non-profit Georgia
18 corporation celebrating its 73rd anniversary, and whose mission is “to create synergy for
19 business development and expansion by attracting, retaining and advancing the business
20 interests of South Fulton, and the eight cities that make-up South Fulton County including;
21 the City of South Fulton, Hapeville, East Point, College Park, Fairburn, Union City,
22 Palmetto, Chattahoochee Hills, Southwest Atlanta and the unincorporated area of Fulton
23 Industrial Boulevard; and

1 **WHEREAS**, the Board of Commissioners finds it necessary and appropriate to
2 amend the Code of Ethics regarding the former Fulton County Personnel Board's
3 authority to nominate members to the Board of Commissioners for appointment to the
4 Board of Ethics, and to replace it with the South Fulton Chamber of Commerce, Inc.

5 **NOW, THEREFORE, BE IT ORDAINED**, that Fulton County Code of Ordinances
6 § 2-80(b) is hereby amended to read as follows:

7 (b) *Membership.* The Board of Ethics shall consist of the following seven
8 (7) members, who shall be residents of Fulton County for not less than
9 three years preceding their selection. The members for positions (1)
10 through (6) shall be subject to final appointment by the Board of
11 Commissioners.

12
13 (1) One member to be nominated by the president of the Atlanta Bar
14 Association from among the Association's membership;

15
16 (2) One member to be nominated by the president of the Gate City Bar
17 Association from among the Association's membership;

18
19 (3) One member to be nominated by the president of the North Fulton
20 Chamber of Commerce from among the Chamber's membership;

21
22 (4) One member to be nominated by the president of the Atlanta
23 Business League from among the membership of the Atlanta
24 Business League;

25
26 (5) One member to be nominated by the president of the Atlanta
27 Airport Chamber of Commerce from among the Chamber's
28 membership;

29
30 (6) One member to be nominated by the ~~Personnel Board of the~~
31 ~~county from its membership~~ president of the South Fulton Chamber
32 of Commerce, Inc. from among the Chamber's membership; and

33
34 (7) One member to be nominated and appointed by the Board of
35 Commissioners.

36
37 **BE IT FINALLY ORDAINED**, that this Ordinance will take effect upon its adoption,
38 and that all ordinances, resolutions, and parts of ordinances and resolutions in conflict

1 with this Ordinance are hereby repealed to the extent of such conflict.

2 **SO ORDAINED**, this 7th day of June 2023.

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5 **FULTON COUNTY BOARD**
6 **OF COMMISSIONERS**

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SPONSORED BY:

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Robert L. Pitts, Chairman
(At-Large)

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ATTEST:

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Tonya R. Grier
Clerk to the Commission

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APPROVED AS TO FORM:

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Y. Soo Jo
County Attorney

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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0391

Meeting Date: 6/7/2023

Department

Sheriff

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

Presentation and discussion of Fulton County Sheriff's Office (FCSO) Bridging Plan.

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)*

Justice and Safety

Commission Districts Affected

All Districts

District 1

District 2

District 3

District 4

District 5

District 6

Is this a purchasing item?

No

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

Scope of Work:

The FCSO, County Executive Leadership, and Emergency Management Services International (EMSI) have worked to provide a comprehensive plan to address ongoing and developing mitigation strategies required to sustain jail operations until a replacement facility has been decided. This plan includes healthcare, food service, retention and enhanced staffing efforts, as well as a staffing analysis, building maintenance, and inmate outsourcing.