

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

May 15, 2024
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, Commissioner (District 2)
Dana Barrett, Commissioner (District 3)
Natalie Hall, Commissioner (District 4)
Marvin S. Arrington, Jr., Commissioner (District 5)
Khadijah Abdur-Rahman, Vice Chair (District 6)

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

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

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

CONSENT AGENDA**24-0323 Board of Commissioners**

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

24-0324 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Nina R. Hickson Appreciation Day." **(Arrington)**
May 6, 2024

Proclamation recognizing "Major Vivian Dixon Bradford Appreciation Day."
(Abdur-Rahman)
May 7, 2024

Proclamation recognizing "Ronald Diggs Remembrance Day." **(Abdur-Rahman)**
May 10, 2024

Proclamation recognizing "Leon Mincey Appreciation Day." **(Arrington)**
May 10, 2024

Proclamation recognizing "Representative Roger Bruce Appreciation Day."
(Arrington)
May 11, 2024

Proclamation recognizing "R & B Soul Picnic Weekend." **(Abdur-Rahman)**
May 11-12, 2024

Commissioners' District Board Appointments

**24-0325 Board of Commissioners
FULTON COUNTY ARTS COUNCIL**

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

Term = 2 years

Term below expires: 12/31/2024
Kenny Kurtz (**Ellis**)

Commissioner Ellis has nominated Catherine Fitch to replace Kenny Kurtz for a District appointment to an unexpired term ending December 31, 2024.

Open & Responsible Government

24-0326 Finance

Ratification of April 2024 Grants Activity Report.

Health and Human Services

24-0327 Behavioral Health and Developmental Disabilities

Request approval to enter into two contractual agreements between Fulton County, on behalf of the Department of Behavioral Health and Developmental Disabilities (DBHDD) and (1) Atlanta/Fulton County Prearrest Diversion Initiative, Inc. (PAD) in the amount of \$267,082.00 to provide diversion services, and (2) Applied Research Services (ARS) in the amount of \$39,924.00 to provide research and data collection services as part of the COSSAP Grant from the U.S. Department of Justice, Bureau of Justice Assistance (BJA). The BJA granted a no cost extension effective October 1, 2023 through September 30, 2024. This item is 100% grant funded. The MOUs are effective upon BOC approval through September 2024.

Infrastructure and Economic Development**24-0328 Real Estate and Asset Management**

Request approval of a Water Line Easement Dedication of 92 square feet to Fulton County, a political subdivision of the State of Georgia, from AGANWKH, LLC, for the purpose of constructing the Northwinds Summit Project at 0 Haynes Bridge Road, Alpharetta, Georgia 30009.

24-0329 Real Estate and Asset Management

Request approval of a Water Line Easement Dedication of 12,295 square feet to Fulton County, a political subdivision of the State of Georgia, from Wills Overlook, LLC, for the purpose of constructing the Wills Overlook Project at 531 State Highway 9, Alpharetta, Georgia 30009.

24-0330 Real Estate and Asset Management

Request approval of a Water Line Easement Dedication of 35,554 square feet to Fulton County, a political subdivision of the State of Georgia, from Northwind Summit Development, L.P., for the purpose of constructing the Northwinds Summit Project at 0 Haynes Bridge Road, Alpharetta, Georgia 30009.

24-0331 Real Estate and Asset Management

Request approval of a Water Vault Easement Dedication of 408 square feet to Fulton County, a political subdivision of the State of Georgia, from AGANWKH, LLC, for the purpose of constructing the A.C. Marriott Alpharetta Hotel within the Northwinds Summit Project at 0 Haynes Bridge Road, Alpharetta, Georgia 30009.

24-0332 Real Estate and Asset Management

Request approval of a Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement between Fulton County, a political subdivision of the State of Georgia, and 1858 Alpharetta Partners, LLC, for the purpose of granting Fulton County legal access to extend and maintain the sanitary sewer system at 101 Cumming Street, Alpharetta, Georgia 30009 (the Development).

24-0333 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 13,927 square feet to Fulton County, a political subdivision of the State of Georgia, from Wills Overlook, LLC, for the purpose of constructing the Wills Overlook Project at 531 State Highway 9, Alpharetta, Georgia 30009.

24-0334 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 15,597 square feet to Fulton County, a political subdivision of the State of Georgia, from Fulton Science Academy Private School, Inc., for the purpose of constructing the 3035 Fanfare Way, Georgia 30009.

24-0335 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 22,307 square feet to Fulton County, a political subdivision of the State of Georgia, from Northwind Summit Development, L.P., owner, for the purpose of constructing the Northwinds Summit, Private Road Project at 0 Haynes Bridge Road, Alpharetta, Georgia 30009.

24-0336 Real Estate and Asset Management

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Pulte Home Company, LLC for the purpose granting conditional approval to allow stormwater piping to remain within a portion of the County's existing sanitary sewer easement at 0 Lakefield Drive (a/k/a 11354 Technology Circle), Johns Creek, Georgia 30097.

24-0337 Real Estate and Asset Management

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Pulte Home Company, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 0 Lakefield Drive (a/k/a 11354 Technology Circle), Johns Creek, Georgia 30097.

Justice and Safety**24-0338 Superior Court Administration**

Request approval to accept a name change and authorize the Department of Purchasing & Contract Compliance to reflect the name change from The Georgia Council on Substance Abuse, Inc., to Georgia Council for Recovery, Inc. Effective upon BOC approval.

SECOND REGULAR MEETING AGENDA**24-0339 Board of Commissioners**

Adoption of the Second Regular Meeting Agenda.

24-0340 Clerk to the Commission

Ratification of Minutes.

Second Regular Meeting Minutes, April 17, 2024

First Regular Meeting Post Agenda Minutes, May 1, 2024

Special Called Meeting/Work Session Post Agenda Minutes, May 1, 2024

24-0341 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing “National Military Appreciation Month.”
(Abdur-Rahman/Pitts)

Proclamation recognizing “Jewish American Heritage Appreciation Month.”
(Barrett/Pitts)

Proclamation recognizing “Public Works Week.” **(Ellis/Thorne)**

Proclamation recognizing “Certified Public Manager’s Appreciation Day.”
(Hall/Arrington)

PUBLIC HEARINGS**24-0342 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 sixty (60) minutes at the First Regular Meeting, nor will this portion exceed sixty (60) minutes at the Second Regular Meeting.** In the event the 60-minute time limit is reached prior to public comments being completed, public comment will be suspended and the business portion of the BOC meeting will commence. Public comment will resume at the end of the meeting. For more information or to arrange a speaking date, contact the Clerk’s Office.

PRESENTATIONS TO THE BOARD**Fulton-DeKalb Hospital Authority****24-0343 Board of Commissioners**

Presentation: Fulton-DeKalb Hospital Authority

COUNTY MANAGER'S ITEMS**Open & Responsible Government****24-0344 County Manager**

Presentation of the Fulton County Operational Report.

24-0345 Finance

Presentation, review, and approval of May 15, 2024, Budget Soundings and Resolution.

24-0346 Human Resources Management

Request approval to modify the classification section of the Classification and Compensation plan by adding the new titles of Strategy and Performance Management Officer (grade 30) and Justice Performance Management Officer (grade 30).

24-0347 Purchasing and Contract Compliance

Request approval of an Ordinance to amend Fulton County Code of Ordinances, Part I (Local Constitutional Amendments and Local Acts), Subpart B (Code of Resolutions), Chapter 102 (Administration), Article V (Purchases and Contracts), Division 8 (Nondiscrimination in Purchasing and Contracting), Section 102-441.2 (Sunset Provision), to extend the expiration date of said Nondiscrimination Program from June 30, 2024 to December 31, 2024 allow completion of the Disparity Study.

Arts and Libraries**24-0348 Arts and Culture**

Request approval of a contract between Fulton County and the Bear Creek Nature Center, Inc. for the purpose of providing recurring funding in the total amount of \$200,000.00 for environmental education programming. The term of the contract is effective upon execution through December 31, 2024.

Health and Human Services**24-0312 Senior Services**

Request approval to increase the spending authority - Senior Services, 21RFP000016A-CJC, Alternative Senior Transportation Services in an amount not to exceed \$1,500,000.00 with Common Courtesy (Atlanta, GA) to provide transportation services/ride sharing to eligible Fulton County residents aged 60 and above. This amount is based on the BOC approved FY24 enhancement for senior transportation. Effective upon BOC approval. **(HELD ON 5/1/24)**

24-0349 Public Works

Request approval to extend an existing Contract - Public Works Department, 21RFP131557K-DB, Design/Build Services for Big Creek Water Reclamation Facility (WRF) Standby Generator System Project with the Georgia Power Company (Atlanta, GA) for an extension of time to provide installation and testing for power generation facilities at the Big Creek WRF. This request is for an additional 89 days for the expansion and upgrade. Effective upon BOC approval.

24-0350 Community Development

Request approval of the 2024 Consolidated Community Services Program (CCSP) Evaluation Committee's recommendations in the amount of \$5,613,958.00 to the non-profits identified in Attachment "A". CCSP funding will support the delivery of essential community services to Fulton County residents in the areas of: Children and Youth Services; Disabilities; Economic Stability/Poverty; Health and Wellness; Homelessness; Senior Services; and Veterans Services. General funds in the amount of \$5,363,958.00 for the Community Services Program, and \$1,000,000.00 for the Veterans Services Program was approved by the Fulton County Board of Commissioners at the January 24, 2024, Second Regular Meeting (Agenda item# 24-0051). The contract period runs from January 1, 2024 - December 31, 2024.

24-0351 Community Development

Request approval of the 2024 American Rescue Plan Act (ARPA) Summer Youth Job Training Program (SYJTP) Evaluation Committee's recommendations in the amount of \$500,000.00 to the non-profits identified in Attachment "A". ARPA SYJTP funding to these non-profits will provide Fulton County teens with the opportunity to gain work experience, develop interpersonal skills, and learn and explore career interests while earning income during the summer. American Rescue Plan Act funds in the amount of \$500,000.00 for the ARPA Summer Youth Job Training Program was approved by the Fulton County Board of Commissioners at the January 24, 2024 Second Regular meeting (Agenda item# 24-0051). The contract period runs from May 1, 2024 - August 31, 2024.

COMMISSIONERS' ACTION ITEMS**24-0352 Board of Commissioners**

Request approval of a Resolution of the Fulton County Board of Commissioners to provide the salary savings in a department's budget shall not be frozen nor swept by unilateral action of the Finance Department prior to October 1 each year; to provide that the budget officer shall not withhold approval of a department's request to transfer salary savings to another lawful, non-recurring purpose; and for other purposes. **(Abdur-Rahman)**

24-0353 Board of Commissioners

Request approval of a Resolution of the Fulton County Board of Commissioners to increase the budget of the District Attorney in the amount required to convert the current project "ORCA" Attorney positions in that department to permanent positions in the 2024 Fiscal Year Budget, funded at the current rate of pay for each position; to provide funding for such increase from the General Fund; and for other purposes. **(Abdur-Rahman)**

24-0354 Board of Commissioners

Request approval of a Resolution by the Fulton County Board of Commissioner urging Municipalities located within Fulton County, Georgia to enhance safety at convenience stores by adopting Ordinances and laws mandating the use of video surveillance systems at these establishments; and for other purposes. **(Abdur-Rahman)**

24-0355 Board of Commissioners

Request a Resolution directing the County Manager and the County Attorney to evaluate the feasibility of utilizing American Rescue Plan Act (ARPA) funding to eliminate medical debt for qualifying Fulton County residents; to report back to the Board of Commissioners regarding the feasibility and implementation of such a medical debt relief program; and for other purposes. **(Pitts)**

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS**24-0356 Board of Commissioners**

Discussion: Fulton County Jail Facilities - Senate Committee presentation, funding mechanisms, next steps regarding potential new/refurbished facilities **(Ellis)**

24-0357 Board of Commissioners

Discussion: Automobile Fleet Review - Presentation from Staff and Discussion **(Ellis)**

24-0358 Board of Commissioners

Discussion: Elections - 2023 Municipal Election Final Costs, Activity Based Budgeting **(Ellis)**

24-0359 Board of Commissioners

Discussion: Election **(Thorne)**

24-0360 Board of Commissioners

Discussion: Outstanding water bill from City of Atlanta **(Pitts)**

24-0361 Board of Commissioners

Discussion: Follow-up to Cherry Bekaert procurement review **(Pitts)**

EXECUTIVE SESSION

24-0362 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.: 24-0324

Meeting Date: 5/15/2024

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Nina R. Hickson Appreciation Day.” **(Arrington)**
May 6, 2024

Proclamation recognizing “Major Vivian Dixon Bradford Appreciation Day.” **(Abdur-Rahman)**
May 7, 2024

Proclamation recognizing “Ronald Diggs Remembrance Day.” **(Abdur-Rahman)**
May 10, 2024

Proclamation recognizing “Leon Mincey Appreciation Day.” **(Arrington)**
May 10, 2024

Proclamation recognizing “Representative Roger Bruce Appreciation Day.” **(Arrington)**
May 11, 2024

Proclamation recognizing “R & B Soul Picnic Weekend.” **(Abdur-Rahman)**
May 11-12, 2024



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0326

Meeting Date: 5/15/2024

Department

Finance

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

Ratification of April 2024 Grants Activity Report.

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

Grants Policy A(10): All grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners' first or second meeting in any given month. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding.

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

Open and Responsible Government

Commission Districts Affected

All Districts

District 1

District 2

District 3

District 4

District 5

District 6

Is this a purchasing item?

No

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

The Fulton County April 2024 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period April 1, 2024 - April 30, 2024.

Fulton County departments report the following grants activity:

- Applications Submitted/Pending: 7 (\$3,516,030.00+ \$218,025.000 Cash Match)
- Applications Awarded: 0 (\$0.00 + \$0.00 Cash Match)

The following Strategic Priority Areas are Impacted by April 2024 grant applications:

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

The Fulton County April 2024 Grants Activity Report (GAR) Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through April 30, 2024. Fulton County departments report the following grants activity:

- Total Applications Submitted/Pending: 20 (\$5,588,362.20 + \$248,453.00 Cash Match)
- Total Applications Awarded: 13 (\$2,047,222.94 + \$34,806.18 Cash Match)
- Total Grant Applications Denied: 0 (\$0.00 + No Cash Match)

Department Recommendation: Department recommends ratification of the April 2024 Grants Activity Report (GAR).



**FULTON
COUNTY**

FULTON COUNTY FY2024 GRANTS ACTIVITY REPORT April 2024

Presented to:
Fulton County Board of Commissioners
Wednesday, May 15, 2024
Recess Meeting

Provided by: Fulton County Finance Department, Grants Administration Division



Exhibit 1: Board Grants Ratification Summary

Grants Submitted and/or Awarded

April 1, 2024 - April 30, 2024

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

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2024 April Grants Activity Report

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

Grant Applications Submitted and/or Awarded April 1, 2024 Through April 30, 2024 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
JUSTICE AND SAFETY							
Juvenile Court	Criminal Justice Coordinating Council	Juvenile Justice Incentive Grant	Request approval to apply and accept a repeat grant from the Criminal Justice Coordinating Council in the amount of \$750,000.00, which will support evidence-based delinquency prevention programming and rehabilitative services to high-risk youth in Fulton County, who would otherwise be committed to the state juvenile justice system. No County Cash Match	\$ 750,000.00	\$ -	Pending	\$ 434,848.00
Subtotal:				\$ 750,000.00	\$ -		
HEALTH AND HUMAN SERVICES							
Community Development	U.S. Department of Housing and Urban Development	Continuum of Care: Homeless Management Information System Grant	Request approval to apply and accept a repeat grant from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$72,659.00, which supports the Homeless Management Information System (HMIS). HMIS is part of the Hearth Act that requires all Continuums of Care to have the capacity to collect unduplicated counts of individuals and families experiencing homelessness. The system also codifies into law data collection requirement integral to HMIS. This grant requires a cash match of \$76,484.00, which is within Community Development Department FY24 budget. County Cash Match: \$76,484.00	\$ 72,659.00	\$ 76,484.00	Pending	\$ 72,659.00
Community Development	U.S. Department of Housing and Urban Development	Coordinated Intake and Assessment Systems (CIAS) Grant	Request approval to apply and accept a repeat grant from U.S. Department of Housing and Urban Development (HUD) in the amount of \$385,751.00 to support the required centralized coordinated assessment process that provides an initial, comprehensive assessment of needs for Fulton County individuals and families for housing, health and human services. Fulton County meets this requirement with the operation of Homeless Assessment Centers in North Fulton and South Fulton, and by working with organizations that provide homeless and prevention services. The grant requires a cash match of \$101,541.00, which is within the Community Development Department FY24 budget. County Cash Match: \$101,514.00	\$ 385,751.00	\$ 101,541.00	Pending	\$ 385,751.00
Community Development	U.S. Department of Housing and Urban Development	Planning Grant	Request approval to apply and accept a repeat grant from U.S. Department of Housing and Urban Development (HUD) in the amount of \$122,889.00, which supports the planning responsibilities of Fulton County Continuum of Care. The grant requires a cash match of \$40,000.00, which is within the Community Development Department FY24 budget. County Cash Match: \$40,000.00	\$ 122,889.00	\$ 40,000.00	Pending	\$ 77,614.00
Select Fulton	Technical College System of Georgia	Adult Program	Request approval to apply and accept a repeat grant from the Technical College System of Georgia in the amount of \$446,214.00, which supports the Adult Program. The Adult Program provides workforce preparation and career development services to Fulton County citizens and to help employers find the skilled workers they need. Activities also include training services, retraining and skill upgrades for Fulton County adults. No County Cash Match	\$ 446,214.00	\$ -	Pending	\$ 437,069.00
Select Fulton	Technical College System of Georgia	Employment and Training - Dislocated Worker Program	Request approval to apply and accept a repeat grant from the Technical College System of Georgia in the amount of \$1,735,517.00, which provides employment and training services to move workers into post-secondary educational pipelines and career pathways to prepare more workers to enter and advance in good jobs in the high growth and emerging occupations of the global economy. No County Cash Match	\$ 1,735,517.00	\$ -	Pending	\$ 1,735,517.00
Subtotal:				\$ 2,763,030.00	\$ 218,025.00		
ARTS AND LIBRARIES							

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2024 April Grants Activity Report

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

Grant Applications Submitted and/or Awarded April 1, 2024 Through April 30, 2024 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
Library	American Heart Association	Collaboration for Equitable Health	Request approval to apply and accept a new grant from the American Heart Association in the amount of \$3,000.00 which provides digital blood pressure cuffs to each of its libraries in efforts to manage patron blood pressure and cardiovascular health. Activities are carried out by the Library staff and American Heart Association. This also includes consultation to the library staff, outreach activities and AHA events. No County Cash Match				
			Subtotal:	\$ 3,000.00	\$ -	Pending	N/A
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT							
OPEN AND RESPONSIBLE GOVERNMENT							
REGIONAL LEADERSHIP							
			TOTAL:	\$ 3,516,030.00	\$ 218,025.00		



Exhibit 2: All Grants Activity

Cumulative Through April 30, 2024

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

EXHIBIT 2: ALL GRANTS ACTIVITY
CUMULATIVE & CURRENT PERIOD (AS OF April 30, 2024)

Exhibit 2 shows, for all grant-active departments, the cumulative grants activity and the current period grants activity.

Total grants broken out by grants still pending, grants awarded, and grants denied. Grants awarded broken out by new vs. renewal and competitive vs formula.

ALL GRANTS ACTIVITY						
All Grants	Prior Period Grants	Prior Period Funds	Current Period Grants: 4/1/2024-4/30/2024	Current Period Funds: 4/1/2024-4/30/2024	Cumulative Total Grants	Cumulative Total Funds
Grants Pending [^]	13	\$ 2,072,332.20	7	\$ 3,516,030.00	20	\$ 5,588,362.20
Grants Awarded	13	\$ 2,047,222.94	0	\$ -	13	\$ 2,047,222.94
Grants Denied	0	\$ -	0	\$ -	0	\$ -
Cash Match Requested-2024	-	\$ 65,234.18	0	\$ 218,025.00	-	\$ 283,259.18
Total:	26	\$ 4,184,789.32	7	\$ 3,734,055.00	33	\$ 7,918,844.32

ALL GRANTS AWARDED, NEW VS. RENEWAL						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 4/1/2024-3/30/2024	Current Period Funds: 4/1/2024-4/30/2024	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	4	\$ 1,441,252.50	0	\$ -	4	\$ 1,441,252.50
Renewal/Repeat Grant Awards	9	\$ 605,970.44	0	\$ -	9	\$ 605,970.44
Total:	13	\$ 2,047,222.94	0	\$ -	13	\$ 2,047,222.94

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 4/1/2024-4/31/2024	Current Period Funds: 4/1/2024-4/30/2024	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards	5	\$ 153,859.50	0	\$ -	5	\$ 153,859.50
Formula Grant Awards ^{^^}	8	\$ 1,893,363.44	0	\$ -	8	\$ 1,893,363.44
Total:	13	\$ 2,047,222.94	0	\$ -	13	\$ 2,047,222.94

[^]Includes 5 grants that were pending at the end of 2023 and carried over for tracking in 2024. **NOTE:** (\$238,216.64) was not approved during the Feb24 BOC meeting.

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0327

Meeting Date: 5/15/2024

Department

Behavioral Health and Development Disabilities

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

Request approval to enter into two contractual agreements between Fulton County, on behalf of the Department of Behavioral Health and Developmental Disabilities (DBHDD) and (1) Atlanta/Fulton County Prearrest Diversion Initiative, Inc. (PAD) in the amount of \$267,082.00 to provide diversion services, and (2) Applied Research Services (ARS) in the amount of \$39,924.00 to provide research and data collection services as part of the COSSAP Grant from the U.S. Department of Justice, Bureau of Justice Assistance (BJA). The BJA granted a no cost extension effective October 1, 2023 through September 30, 2024. This item is 100% grant funded. The MOUs are effective upon BOC approval through September 2024.

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

Official Code of Georgia Section 36-10-1: All official contracts entered into by the County governing authority and with other persons on behalf of the County shall be in writing and entered in its minutes.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background Fulton County Department of Behavioral Health and Developmental Disabilities (DBHDD) has been awarded funding in the amount of \$1,200,000.00. The purpose of the

project is to expand Fulton County's comprehensive efforts to identify, respond to, treat, and support those impacted by substance use disorders and reduce the impact on the criminal justice system. Fulton DBHDD and its partners will expand pre-arrest diversion, case management, and training for law enforcement to the City of Atlanta and two other jurisdictions using the Law Enforcement Assisted Diversion (LEAD) model; provide recovery support services including transitional or recovery housing through Fulton DBHDD and its local partners; and offer evidence-based treatment including medication-assisted treatment (MAT) through partner Grady Hospital. PAD is the only team that does Diversion Services and Applied Research Services is the data collection agency for this grant. Together, they will expand Fulton County's comprehensive efforts to identify, respond to, treat, and support those impacted by substance use disorders and reduce the impact on the criminal justice system.

Scope of Work: Fulton BHDD will oversee the project. PAD will be responsible for payments to all treatment/recovery housing providers that will be performing the services on behalf of Fulton BHDD which includes Grady and Recovery Housing partners. Applied Research Services (ARS) will provide consultation as an independent evaluator. The costs are based on the nature of the required and project-specific performance measures and local performance assessment. ARS was selected because of its extensive involvement in local criminal justice initiatives. It provides research and evaluation consulting for several state and local projects including a BJA COSSAP-funded project in nearby Cobb County. All sub-recipients will be held accountable for services performed based on the rules provided in the award letter. They have also agreed to comply with the terms of the invoicing process. PAD will provide diversion services, care navigation, and service placement to 50 unique individuals in Year 1 and 100 unique individuals in Years 2 and 3 (250 total during grant period). Participants will have increased access to services and evidence-based treatment through MAT, harm reduction-based case management, criminal justice system navigation, recovery/transitional housing support, and community connections. Fulton DBHDD and its partners will integrate project activities with other local and statewide substance Use disorders (SUD) prevention/intervention and criminal justice reform initiatives.

Community Impact: Fulton County, through DBHDD desires to continue providing shared resources for support and coordination of pre-arrest diversion services for adult participants.

Department Recommendation: DBHDD recommends the approval to renew the existing Memorandum of Understanding.

Project Implications: Policing and Alternatives and Diversion Initiative (PAD) will assist all stakeholders with the implementation and operation of the Atlanta/Fulton County Policing and Alternatives and Diversion Initiative as described in Section C of the MOU.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Agenda Item No.: 24-0327

Meeting Date: 5/15/2024

Funding Line 1:

461-755-ARS1-1160

Funding Line 2:

461-755-PA21-1160

Fulton County, Georgia
Department of Behavioral Health and Developmental Disabilities
BJA FY 20 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program
(COSSAP) Grant

COSSAP Grant SUBRECEPIENT AWARD

GRANT NUMBER: 2020-AR-BX-0078-00

THIS AGREEMENT “Agreement”), entered into this __day of April, 2024, by and between **Fulton County, Georgia** (hereinafter referred to as “County”) a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (“**BOC**”), and **Atlanta/Fulton County Prearrest Diversion Initiative, Inc.** (“**PAD**”) (hereinafter referred to as “Contractor” or “Subrecipient”).

W I T N E S S E T H:

WHEREAS, the County, as the recipient of the Bureau of Justice Assistance FY 2020 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSAP) Award, through the Chairman of the Board of Commissioners of Fulton County (“**BOC**”), has been awarded grant funds initially approved by the BOC (Agenda Item# 20-0826 – Ratification of the Grants Activity Report dated 11/18/2020 (As reference, BOC Agenda Item# 21-0068, dated 1/20/2021 was for the approval of the DBHDD MOU between City of Atlanta, District Attorney, Solicitor and Atlanta PAD); and

WHEREAS, the County received a No-Cost extension for these COSSAP grant funds for the period from October 23, 2023 through September 30, 2024; and

WHEREAS, the County, through DBHDD, has recommended funding to **PAD** to facilitate approved programs (the “Project”) as further defined below, for a total amount not to exceed **\$267,082.00**, subject to the availability of federal funding and disbursement; and

WHEREAS, the Subrecipient has represented to the County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

1. The Subrecipient acknowledges and agrees that the Special Conditions and other requirements attached hereto as Attachment “A” are a material party of this Agreement and are incorporated as part of the Agreement as if fully set forth herein.

2. Non-compliance of any of the Special Conditions contained within this document, by the authorized official, project officials and/or employees of this grant, may result in a recommendation by DBHDD that the award be suspended or terminated.
3. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

As a subrecipient of the grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

CONTRACTOR SERVICES

Paragraph 1. The County retains Contractor and Contractor accepts retention by the County to render

services described herein, with all such services to be performed in the manner and to the extent required by the parties herein, and as may hereafter be amended or extended in writing by mutual agreement of parties and as allowed in accordance with all applicable laws and/or regulations.

Paragraph 1.1. Contractor represents and the County acknowledges that Contractor (PAD) will render the services defined and required herein.

Paragraph 1.2. Contractor represents that Moki Macis is authorized to bind PAD to the terms and conditions of the Agreement and that she is authorized to enter into this Agreement on behalf of Contractor. Contractor shall immediately notify the County in writing of any change in its authorized representative and to provide the name of the new authorized representative in writing.

Paragraph 1.3. Contractor represents that PAD is an eligible public and/or private non-profit health and/or support service provider and has provided documentation in the form of official notification of their 501(c) (3) status from the Federal Internal Revenue Service (IRS) as appropriate.

Paragraph 1.4. Contractor shall not enter into any sub-contractual agreements for the provision of services defined and required herein without the expressed written approval of the County in advance.

Paragraph 1.5. PAD shall:

- Provide diversion services, care navigation and service placement to 100 unique individuals by maintaining the staffing of 2 Care Navigators and 1 Outreach Specialist (\$185,856)
- Train and engage police officers and prosecutors in the Solicitor General and District Attorney’s offices on LEAD principles of harm reduction and housing first and how to identify and divert priority candidates for LEAD referrals. PAD participates in Familiar Faces coordination meetings and receives weekly booking updates. For Familiar Faces cohort members who are incarcerated, PAD coordinates with justice partners to identify those eligible for post-booking diversion to PAD for those who are interested in substance use treatment and will coordinate jail release and transportation. (\$18,000)
- Provide The American Red Cross a one hour virtual First Aid for Opioid Overdoses training for \$20 per person. Staff of 10 (\$200)
- Provide Narcan and Phase 1 November 2023 Phase 2 March 2024 PAD \$10,249 “To Promote, Protect and Assure the Health and Wellness of the People of Fulton” Fentanyl testing strips distribution will be conducted by PAD staff including Harm Reduction Specialists, Outreach Specialists, and Care Navigators. The Georgia Department of Public Health website provides links to “approved training” for Opioids videos and presentations. (Emergent quoted Narcan at \$900 per case, which is 12 boxes, each containing 2 individual sprays with a 3-year expiration on the product. 10p of Fentanyl testing strips \$20 = \$10,249)
- Increase access to services through harm reductionbased case management, criminal justice system navigation, recovery/transitional housing support, and community connections. (\$37,777)
- Provide client assistance funds to cover costs of enabling assistance and barrier removal (transportation, cell phones, etc) – (\$15,000)

Paragraph 1.6. Changes to the treatment provider list must be submitted in writing and agreed upon by the County. All recipient(s) (and any subrecipient at any tier) should verify that it has federal authorization to make the particular subaward. All subawards require federal authorization, which may take several forms. In some cases, a federal statute (such as a program statute) may specifically authorize particular subawards (or particular categories of subawards), including subawards at multiple tiers.

MODIFICATIONS

Paragraph 2. No amendment to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Board of Commissioners and the Contractor's duly authorized representative noted in Paragraph 1.2.

Paragraph 2.a. No modification to the treatment provider list or other operational matters specified in this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director of Fulton DBHDD or her designee and the Contractor's duly authorized fiscal designee and programmatic designee.

REPORTING REQUIREMENTS

Paragraph 3.1. Contractor agrees to track and provide data for tracking all individuals who receive services supported by COSSAP Grant funds. In order to comply with the participation requirements, including reporting of all required variables for Fulton County DBHDD. Contractors will obtain a release of information from each of the treatment providers to adhere to HIPPA Guidelines.

Client data reports must be consistent with eligibility requirements specified by County, which demonstrates eligible clients are receiving allowable services.

Contractor must submit a plan and timeline for correcting errors, warnings, or alerts and an explanation for those which cannot/should not be corrected.

Paragraph 3.2. Contractor agrees to provide monthly expenditure and quarterly programmatic reports as described and requested by County to document progress toward implementation of the approved program activities and services in accordance with the requirements of the Fulton County DBHDD and other applicable regulations.

Paragraph 3.3. Contractor agrees to submit Quarterly Progress Reports which shall consist of, but not be limited to, narrative and quantitative information indicating progress toward meeting goals and objectives as well as the number and demographic characteristics of clients served not later 5th business day of each month. If a deadline falls on a weekend, the report must be received on the Friday prior to the deadline to be considered on time.

Paragraph 3.3.a. All quarterly progress reports must be submitted to Contractor's assigned County Project Officer.

Paragraph 3.4. Contractor agrees to maintain and submit the necessary supporting documentation to

verify the cost recorded in a monthly Cumulative Contract Expenditure Report.

Paragraph 3.5. Any Contractor receiving COSSAP funding shall establish and maintain as system that tracks and reports the following:

- Dollars expended by target population
- Number of clients served by target population
- Units of services overall and by race and ethnicity, women, infants, children and youth
- Client-level health outcomes

Paragraph 3.6. Contractor(s) agree(s) that during the period of the Contract, it will participate, as requested by the County, in efforts to develop a standard approach and data set to address the data information requirements described below:

- Identifiers (e.g., first, last, middle names; Date of Birth; State Identification Number if available)
- Demographics (e.g., race, ethnicity, sex, marital status, years of education, employment status)
- Key dates (e.g., date of referral, date of intake, dates of service provision, date services ended)
- Type(s) of services provided (e.g., individual therapy, group therapy, psychoeducational groups, housing assistance, job training, assistance with benefits)
- Duration of services provided (e.g., start and end dates, dates of all contacts with clients)
- Discharge status (e.g., completion status - successful completion, did not complete and why)

Paragraph 3.7. Any Contractor receiving COSSAP funding shall establish and maintain as system that tracks and reports the following:

- Dollars expended by target population
- Number of clients served by target population
- Units of services overall and by race and ethnicity, women, infants, children and youth
- Client-level health outcomes

Paragraph 3.8. Contractor agrees that it will participate in the Planning Council Evaluations Committee's survey to assess the effectiveness of the administrative mechanisms. Surveys shall be completed by the fiscal designee and the programmatic designee. Survey responses shall be submitted prior to the deadline specified by the Evaluations Committee.

COMPENSATION FOR SERVICES/ TERM

Paragraph 4. Subject to the availability and disbursement of federal funds, the approved services described in the Agreement herein shall be performed by Contractor for an allocation of COSSAP funds, in an amount not to exceed **\$267,082.00**. The actual amount awarded to the Contractor at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 4.2. Contractor shall provide County with projected spending plans detailed in Budget Spend Plan.

Paragraph 4.3. The budget attached to the Agreement is a complete, approved budget for expenditures of all COSSAP funds awarded pursuant to this Agreement and may hereafter be amended or extended in writing by mutual agreement of parties prior to expenditure of funds.

Paragraph 4.4 Contractor shall use the COSSAP funding only for the following:

- Expand access for people who are criminal justice system-involved by referring them to substance use treatment, recovery housing, and supportive service providers
- Provide quarterly trainings to police officers and prosecutors on principles of harm reduction and how to identify and divert priority candidates for PAD referrals
- Provide diversion services, care navigation, and service placement to 50 unique individuals in Year 1 and 100 unique individuals in Years 2 and 3 (250 total during grant period)
- Provide eligible low-income project participants with recovery and transitional housing for up to 24 months
- Provide client assistance funds for transportation and cell phones, averaging \$150/participant

Funds CANNOT be used for:

- Prizes, rewards, entertainment, trinkets, or any other monetary incentives
- Client stipends
- Gift cards
- Purchase vehicles
- Food and beverages

Paragraph 4.5. Except as otherwise provided for in this Agreement, the County will, within thirty (30) calendar days transmit (by posting in U.S. Mail) or appropriately approved electronic funds transfer (EFT) Contractor payments called for under this Agreement after receipt of a correct monthly Cumulative Contract Expenditure Report, required documentation and the electronic spreadsheet which are within the approved budget and provided that Contractor is not currently in default under any of the terms of this Agreement. Contractor agrees that reimbursement requested under the terms of this Contract shall be made based upon actual expenditures incurred and not upon budgeted amounts.

Paragraph 4.6. If, in the County's opinion, the Contractor fails to provide all necessary and appropriate documentation required pursuant to this Contract, as identified to the Contractor by the County, the County shall have the authority to delay the processing and payment of any or all COSSAP funds until such documentation has been satisfactorily submitted.

Paragraph 4.7. If, in the County's opinion, the Contractor submits inaccurate expenditure requests (e.g., line-item requests which exceed the approved amount, line-item requests for items which have not been approved, etc.), the County shall have the authority to delay the processing of any or all COSSAP payments until such time that the errors have been corrected.

Paragraph 4.8. The budget total may not be exceeded; however, a plus or minus deviation of 10% within budget categories (i.e. personnel, supplies) is authorized.

Paragraph 4.9. TERM. The Agreement is effective upon execution by all parties, and shall run through

September 30, 2024, unless earlier terminated upon written notice. The payment period for eligibility for payments from the grant utilized in funding this Agreement is effective for the duration of the eligibility period of the grant, but shall not extend beyond September 30, 2024.

ACCURACY OF WORK

Paragraph 5. Contractor shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Contractor of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Contractor shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Contractor. Contractor shall give immediate attention to these changes so there will be a minimum of delay to others.

REVIEW OF WORK

Paragraph 6. Authorized representatives of County may at all reasonable times review and inspect project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Contractor, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Contractor of its professional obligation to correct, at its expense, any of its errors in work.

Paragraph 6.1. County may request at any time and Contractor shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Contractor to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Contractor until Contractor complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Contractor.

Paragraph 6.2. Contractor agrees to participate in site visits/programmatic reviews conducted by the County Staff. Contractor agrees to ensure that programmatic and fiscal designees and other appropriate staff as requested by the County are in attendance at all site visits and that all requested documentation is provided including descriptions of accounts payable systems and policies. Unannounced site visits may also be conducted by the County when the County deems appropriate. Contractor must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County.

Paragraph 6.3. Contractor agrees to participate in site visits/programmatic reviews conducted by the County Staff including the Fulton County's Office of the County Auditor. Contractor agrees to ensure that agency's staff as requested by the County are in attendance at all site visits and that all requested documentation is provided. Contractor must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County. Site visit shall include, but not be limited to, examination of evidence of: Bilingual Staff; Telephone Interpretation; Volunteer Interpreters; Use of "I Speak Cards"; Language Identification Posters or Flashcards; and, Translating Vital Documents.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the _____ day of _____, 2024.

FULTON COUNTY, GEORGIA

Approved:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attest:

Tonya R. Grier
Clerk to the Commission (Seal)

Approved as to Content:

LaTrina Foster, LPC, Director
Fulton County BHDD

Approved as to Form:

Office of the County Attorney

ATLANTA/FULTON COUNTY PREARREST DIVERSION INITIATIVE, INC.

Approved:

Moki Macías
Executive Director

Attest:

ATTACHMENT "A"

SPECIAL CONDITIONS

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the County.

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements for award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 CFR 200.334 Retention Requirements for Records.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award

conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition in accordance with 2 CFR 200.331 – 333. The awardee must perform annual subrecipient monitoring per standards.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition. 2 CFR 200.302(b)(7).

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a (a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a

parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition in accordance with 2 CFR 200.331 – 333. The awardee must perform annual subrecipient monitoring per standards.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition. 2 CFR 200.302(b)(7).

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the

award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "highrisk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

24 Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a

Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

32. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

33. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

34. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

35. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2020-AR-BX-0078 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

37. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

38. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

39. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

40. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

41. Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in

a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

42. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

43. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

44. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

45. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

46. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

47. The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. (If a national meeting is not planned, funds must be used to attend a BJA approved training.) In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

48. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$5,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

49. Awards under the Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSAP) will be used to develop, implement, or expand comprehensive programs in response to illicit opioids, stimulants, or other substances of abuse.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

1) New construction.

2) Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.

(3) A renovation that will change the basic prior use of a facility or significantly change its size.

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.

(5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action

meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Fulton County, Georgia
Department of Behavioral Health and Developmental Disabilities
BJA FY 20 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program
(COSSAP) Grant

COSSAP Grant SUBRECEPIENT AWARD

GRANT NUMBER: 2020-AR-BX-0078-00

THIS AGREEMENT (“Agreement”), entered into this ____ day of May, 2024, by and between Fulton County (hereinafter referred to as "County") a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (“BOC”), and **Applied Research Services, Inc. (ARS)** (hereinafter referred to as "Contractor" or “Subrecipient”).

W I T N E S S E T H:

WHEREAS, the County, as the recipient of the Bureau of Justice Assistance FY 2020 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSAP) Award, through the Chairman of the Board of Commissioners of Fulton County (“BOC”), has been awarded grant funds initially approved by the BOC (Agenda Item# 20-0826 – Ratification of the Grants Activity Report dated 11/18/2020 (As reference, BOC Agenda Item# 21-0068, dated 1/20/2021 was for the approval of the DBHDD MOU between City of Atlanta, District Attorney, Solicitor and Atlanta PAD); and

WHEREAS, the County received a No-Cost extension for these COSSAP grant funds for the period from October 23, 2023 through September 30, 2024; and

WHEREAS, the County, has recommended funding to **ARS** to facilitate the approved program for a total not to exceed **\$39,924.00**, subject to the availability of federal funding; and

WHEREAS, Contractor has represented to the County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

1. The Subrecipient acknowledges and agrees that the Special Condition and other requirements attached hereto as Attachment “A” are a material party of this Agreement and are incorporated as part of the Agreement as if fully set forth herein.

2. Non-compliance of any of the Special Conditions contained within this document, by the authorized official, project officials and/or employees of this grant, may result in a recommendation by DBHDD that the award be suspended or terminated.
3. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

As a subrecipient of the grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

CONTRACTOR SERVICES

Paragraph 1. The County retains Contractor and Contractor accepts retention by the County to render

services, with all such services to be performed in the manner and to the extent required by the parties herein and as may hereafter be amended or extended in writing by mutual agreement of parties and as allowed in accordance with all applicable laws and/or regulations.

Paragraph 1.1. Contractor represents and the County acknowledges that Applied Research Services, Inc. shall render the services defined and required herein.

Paragraph 1.2. Contractor represents that Kevin Baldwin is authorized to bind and enter into Contract on behalf of Contractor. Contractor shall immediately notify the County in writing of any change in its authorized representative and to provide the name of the new authorized representative in writing.

Paragraph 1.3. Contractor represents that Applied Research Services, Inc. is an eligible public and/or private non-profit health and/or support service provider and has provided documentation in the form of official notification of their 501(c) (3) status from the Federal Internal Revenue Service (IRS) as appropriate.

Paragraph 1.4. Contractor shall not enter into any sub-contractual agreements for the provision of services defined and required herein without the expressed written approval of the County in advance.

MODIFICATIONS

Paragraph 2. No amendment to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Board of Commissioners and the Contractor's duly authorized representative noted in Paragraph 1.2.

Paragraph 2.2. No modification to the operational matters set forth in this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director of Fulton DBHDD or her designee and the Contractor's duly authorized fiscal designee and programmatic designee.

REPORTING REQUIREMENTS

Paragraph 3.1. Contractor agrees to track and provide data for tracking all individuals who receive services supported by COSSAP Grant funds. In order to comply with the participation requirements, including reporting of all required variables for Fulton County DBHDD. Contractors will obtain a release of information from each of the treatment providers to adhere to HIPPA Guidelines.

Client data reports must be consistent with eligibility requirements specified by County, which demonstrates eligible clients are receiving allowable services.

Contractor must submit a plan and timeline for correcting errors, warnings, or alerts and an explanation for those which cannot/should not be corrected.

Paragraph 3.2. Contractor agrees to provide monthly expenditure and quarterly programmatic reports as described and requested by County to document progress toward implementation of the approved program

activities and services in accordance with the requirements of the Fulton County DBHDD and other applicable regulations.

Paragraph 3.3. Contractor agrees to submit Quarterly Progress Reports which shall consist of, but not be limited to, narrative and quantitative information indicating progress toward meeting goals and objectives as well as the number and demographic characteristics of clients served not later 5th business day of each month. If a deadline falls on a weekend, the report must be received on the Friday prior to the deadline to be considered on time.

Paragraph 3.3.a. All quarterly progress reports must be submitted to Contractor's assigned County Project Officer.

Paragraph 3.4. Contractor agrees to maintain and submit the necessary supporting documentation to verify the cost recorded in a monthly Cumulative Contract Expenditure Report.

Paragraph 3.5. Any Contractor receiving COSSAP funding shall establish and maintain as system that tracks and reports the following:

- Dollars expended by target population
- Number of clients served by target population
- Units of services overall and by race and ethnicity, women, infants, children and youth
- Client-level health outcomes

Paragraph 3.6. Contractor(s) agree(s) that during the period of the Contract, it will participate, as requested by the County, in efforts to develop a standard approach and data set to address the data information requirements described below:

- Identifiers (e.g., first, last, middle names; Date of Birth; State Identification Number if available)
- Demographics (e.g., race, ethnicity, sex, marital status, years of education, employment status)
- Key dates (e.g., date of referral, date of intake, dates of service provision, date services ended)
- Type(s) of services provided (e.g., individual therapy, group therapy, psychoeducational groups, housing assistance, job training, assistance with benefits)
- Duration of services provided (e.g., start and end dates, dates of all contacts with clients)
- Discharge status (e.g., completion status - successful completion, did not complete and why)

ARS will have access to project data and will be responsible for creating and maintaining an individual-level program dataset that provides a chronological record of each participant's progression through the program. It will work closely with relevant stakeholder groups to understand and use data for planning and intervention purposes, determine barriers to diversion and service utilization, and craft appropriate, responsive, and effective solutions. The ARS team will compile process and performance data for the Project Coordinator to complete quarterly Performance Measurement Tool (PMT) reports and semiannual goals and objectives progress reports to BJA. Using the COSSAP Performance Measures form as a template, the Project Coordinator will create a monthly data tracking spreadsheet to facilitate quarterly and semiannual reporting. She will enter data on the partnership activities, training, and technical assistance. Once the data is finalized and approved by ARS, the Project Coordinator will complete and upload the PMT

report to the Grants Management System. Data sources will include law enforcement, the jails, prosecutors, service providers, county-wide overdose statistics from the Fulton County Medical Examiner, partner collaboration observations, and interviews with participants and partners. ARS will work with the core partners and representative stakeholder groups to secure data to identify and track project participants. ARS will help create data sharing agreements to collect diversion data from respective sources that comply with IRB requirements, HIPAA regulations, and other protocols to protect client confidentiality and personally identifying information. At each partner meeting, the agenda will include time allotted to identify and discuss barriers to accessing data. ARS already has access to the state criminal history repository as well as data from the Georgia Department of Corrections and Georgia Department of Community Supervision.

Paragraph 3.7. Any Contractor receiving COSSAP funding shall establish and maintain as system that tracks and reports the following:

- Dollars expended by target population
- Number of clients served by target population
- Units of services overall and by race and ethnicity, women, infants, children and youth
- Client-level health outcomes

Paragraph 3.8. Contractor agrees that it will participate in the Planning Council Evaluations Committee's survey to assess the effectiveness of the administrative mechanisms. Surveys shall be completed by the fiscal designee and the programmatic designee. Survey responses shall be submitted prior to the deadline specified by the Evaluations Committee.

COMPENSATION FOR SERVICES/ TERM

Paragraph 4. Subject to the availability and disbursement of federal funds, the approved services described herein shall be performed by Contractor for an allocation of COSSAP funds, in an amount not to exceed **\$39,924.00**. The actual amount awarded to the Contractor at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 4.2. Contractor shall provide County with projected spending plans detailed in Budget Spend Plan.

Paragraph 4.3. The budget attached to Contract is a complete, approved budget for expenditures of all COSSAP funds awarded pursuant to this Agreement and may hereafter be amended or extended in writing by mutual agreement of parties prior to expenditure of funds.

Paragraph 4.4 Contractor shall use the COSSAP funding only for the following:

- Expand access for people who are criminal justice system-involved by referring them to substance use treatment, recovery housing, and supportive service providers
- Provide quarterly trainings to police officers and prosecutors on principles of harm reduction and how to identify and divert priority candidates for PAD referrals
- Provide diversion services, care navigation, and service placement to 50 unique individuals in Year

- 1 and 100 unique individuals in Years 2 and 3 (250 total during grant period)
- Provide eligible low-income project participants with recovery and transitional housing for up to 24 months
 - Provide client assistance funds for transportation and cell phones, averaging \$150/participant

Funds CANNOT be used for:

- Prizes, rewards, entertainment, trinkets, or any other monetary incentives
- Client stipends
- Gift cards
- Purchase vehicles
- Food and beverages

Paragraph 4.5. Except as otherwise provided for in this Agreement, County will, within thirty (30) calendar days transmit (by posting in U.S. Mail) or appropriately approved electronic funds transfer (EFT) Contractor payments called for under this Agreement after receipt of a correct monthly Cumulative Contract Expenditure Report, required documentation and the electronic spreadsheet which are within the approved budget and provided that Contractor is not currently in default under any of the terms of this Agreement. Contractor agrees that reimbursement requested under the terms of this Contract shall be made based upon actual expenditures incurred and not upon budgeted amounts.

Paragraph 4.6. If, in the County's opinion, the Contractor fails to provide all necessary and appropriate documentation required pursuant to this Contract, as identified to the Contractor by the County, the County shall have the authority to delay the processing and payment of any or all COSSAP funds until such documentation has been satisfactorily submitted.

Paragraph 4.7. If, in the County's opinion, the Contractor submits inaccurate expenditure requests (e.g., line-item requests which exceed the approved amount, line-item requests for items which have not been approved, etc.), the County shall have the authority to delay the processing of any or all COSSAP payments until such time that the errors have been corrected.

Paragraph 4.8. The budget total may not be exceeded; however, a plus or minus deviation of 10% within budget categories (i.e. personnel, supplies) is authorized.

Paragraph 4.9. TERM. The Agreement is effective upon execution by all parties, and shall run through September 30, 2024, unless earlier terminated upon written notice. The payment period for eligibility for payments from the grant utilized in funding this Agreement is effective for the duration of the eligibility period of the grant, but shall not extend beyond September 30, 2024.

ACCURACY OF WORK

Paragraph 5. Contractor shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Contractor of the responsibility of subsequent corrections of any errors and the clarification of any

ambiguities. Contractor shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Contractor. Contractor shall give immediate attention to these changes so there will be a minimum of delay to others.

REVIEW OF WORK

Paragraph 6. Authorized representatives of County may at all reasonable times review and inspect project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Contractor, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Contractor of its professional obligation to correct, at its expense, any of its errors in work.

Paragraph 6.1. County may request at any time and Contractor shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Contractor to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Contractor until Contractor complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Contractor.

Paragraph 6.2. Contractor agrees to participate in site visits/programmatic reviews conducted by the County Staff. Contractor agrees to ensure that programmatic and fiscal designees and other appropriate staff as requested by the County are in attendance at all site visits and that all requested documentation is provided including descriptions of accounts payable systems and policies. Unannounced site visits may also be conducted by the County when the County deems appropriate. Contractor must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County.

Paragraph 6.3. Contractor agrees to participate in Title VI site visits/programmatic reviews conducted by the County Staff including the Fulton County's Office of the County Auditor. Contractor agrees to ensure that agency's Title VI Coordinator and other appropriate staff as requested by the County are in attendance at all site visits and that all requested documentation is provided. Contractor must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County. Site visit shall include, but not be limited to, examination of evidence of: Bilingual Staff; Telephone Interpretation; Volunteer Interpreters; Use of "I Speak Cards"; Language Identification Posters or Flashcards; and, Translating Vital Documents.

[Signatures On Following Pages]

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the _____ day of _____, 2024.

FULTON COUNTY, GEORGIA

Approved:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attest:

Tonya R. Grier
Clerk to the Commission (Seal)

Approved as to Content:

LaTrina Foster, LPC, Director
Fulton County BHDD

Approved as to Form:

Office of the County Attorney

APPLIED RESEARCH SERVICES, INC.

Approved:

Kevin Baldwin, Executive Director

Attest:

ATTACHMENT "A"

SPECIAL CONDITIONS

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the County.

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements for award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 CFR 200.334 Retention Requirements for Records.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition in accordance with 2 CFR 200.331 – 333. The awardee must perform annual subrecipient monitoring per standards.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition. 2 CFR 200.302(b)(7).

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a (a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants

administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition in accordance with 2 CFR 200.331 – 333. The awardee must perform annual subrecipient monitoring per standards.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition. 2 CFR 200.302(b)(7).

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "highrisk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a

Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

32. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

33. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

34. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

35. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2020-AR-BX-0078 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

37. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

38. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

39. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

40. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

41. Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in

a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

42. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

43. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

44. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

45. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

46. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

47. The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. (If a national meeting is not planned, funds must be used to attend a BJA approved training.) In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

48. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$5,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

49. Awards under the Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSAP) will be used to develop, implement, or expand comprehensive programs in response to illicit opioids, stimulants, or other substances of abuse.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

1) New construction.

2) Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.

(3) A renovation that will change the basic prior use of a facility or significantly change its size.

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.

(5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action

meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



**DEPARTMENT OF BEHAVIORAL HEALTH
AND DEVELOPMENTAL DISABILITIES**

**Office of the Director
141 Pryor Street SW, Suite 1031
Atlanta, Georgia 30303**

Telephone (404) 612-6520 - Fax (404) 612-1584

Memo

Award Number: 2020-AR-BX-0078
Original project period: 10/1/20 - 9/30/23
Requesting a Project Period Extension: 12 months
Last day of the requested period: 9/30/2024

EXPLANATION

The program initially saw lower than expected enrollment due to reduced law enforcement diversions, which were projected to be the primary source of program referrals. The rollout of PAD to all Atlanta Police Department (APD) Zones took place as projected, but the referrals from the newly added APD Zones did not materialize as quickly as expected. Furthermore, a focus on getting tough on “repeat offenders”, the definition of which would include many of the persons typically referred/diverted to PAD, is thought to have also reduced the number of persons enrolled. A no-cost extension would provide another quarter of program referrals and service delivery, allowing for the initiative to meet the needs of additional persons who otherwise likely would be transported to the detention center.

Current unobligated balance \$310683.70** *this number is accounting for the remaining funds that need to be drawn down by Fulton County*

ACTIVITIES

	Goal	Status	Progress & Barriers	Planned Activities
1	Develop and implement phased expansion of PreArrest Diversion in Atlanta and two new jurisdictions in Fulton County.	In progress	Continued to meet with law enforcement agencies in the two selected jurisdictions.	Establish clear commitment from law enforcement in the two jurisdictions
2	Provide diversion services, care navigation, and service placement to 50 unique individuals in Year 1 and 100 unique individuals in Years 2 and 3 (250 total during grant period)	In progress	We modified referral criteria and added referring agencies, resulting in increased referrals. LEAD referrals have slowed however to levels before the city-wide expansion of PAD (19 average per month vs. 22 per month pre-expansion)	Continue to increase LEAD referrals.
3	Increase access to services through harm reduction-based case management, criminal justice system navigation, recovery/transitional housing support, and community connections.	In progress	We are preparing for Naloxone training and distribution as well as distribution of fentanyl test strips	Firm up plans and begin providing these materials.
4	Integrate project activities with other local and statewide SUD prevention/intervention and	In progress	We continue to collaborate with the Fulton County Stepping Up initiative, as well as prepare for	We hope to move closer to the opening of the Fulton County Detention Center

“To Promote, Protect and Assure the Health and Wellness of the People of Fulton”

	criminal justice reform initiatives.		the opening of the Fulton County Diversion Center.	
5	Increase access to evidence-based treatment and MAT through Grady Hospital.	Not yet started	We continue to work to strengthen our partnership with Grady Hospital and to begin receiving referrals from them and referring participants to them for MAT as needed.	We are still awaiting our first referrals from Grady Hospital

DETAILED TIMELINE

Project Objective	Activity	Expected Completion Date	Responsible Party	Allocated Funds
Grant management	Grant Extension	October 1, 2023	Fulton DBHDD	\$310,683.7
Grant Management	Meet with core partner and evaluation firm	Weekly from October 1, 2023 – September 30, 2024	Fulton DBHDD	
Provide diversion services, care navigation and service placement to 100 unique individuals	Maintain the staffing of 2 Care Navigators and 1 Outreach Specialist	From October 1, 2023 – September 30, 2024	PAD	\$185,856
Grant management	Complete semiannual PMT reports and submit BJA	Each January and July from January 1, 2024 - September 30, 2024	Fulton DBHDD Project Coordinator and Evaluator	\$39,924
	Facilitate a warm hand-off for uninsured LEAD participants to Fulton County’s DBHDD clinics for behavioral health treatment.		PAD	
	Train and engage police officers and prosecutors in the Solicitor General and District Attorney’s offices on LEAD principles of harm reduction and housing first and how to identify and divert priority candidates for LEAD referrals. PAD participates in Familiar Faces coordination meetings and receives weekly booking updates. For Familiar Faces cohort members who are incarcerated, PAD coordinates with justice partners to identify those eligible for post-booking diversion to PAD for those who are interested in substance use treatment and will coordinate jail release and transportation.	From October 1, 2023 – September 30, 2024	PAD	18000 (indirect costs)
Staff Training	The American Red Cross provides a one-hour virtual First Aid for Opioid Overdoses training for \$20 per person. Staff of 10	Phase 1 November 2023 Phase 2 March 2024	PAD	\$200
Community Training	Emergent quoted Narcan at \$900 per case, which is 12 boxes, each containing 2 individual sprays with a 3-year expiration on the product. 10p of Fentanyl testing strips \$20. Narcan and	Phase 1 November 2023 Phase 2 March 2024	PAD	\$10,249

“To Promote, Protect and Assure the Health and Wellness of the People of Fulton”

	Fentanyl testing strips distribution will be conducted by PAD staff including Harm Reduction Specialists, Outreach Specialists, and Care Navigators. The Georgia Department of Public Health website provides links to “approved training” for Opioids videos and presentations.			
Develop and implement phased expansion of prearrest diversion in Atlanta and two new jurisdictions in Fulton County	Train law enforcement on harm reduction, LEAD and pre-arrest diversion protocol	Quarterly and as needed from January 1, 2024 - September 30, 2024	PAD	
Increase access to services through harm reduction-based case management, criminal justice system navigation, recovery/transitional housing support, and community connections	Provide comprehensive case management to participants and coordinate referrals to SUD treatment, housing, employment, and other services	From October 1, 2023 – September 30, 2024	PAD	
Increase access to services through harm reduction-based case management, criminal justice system navigation, recovery/transitional housing support, and community connections	Provide recovery/transitional housing for participants		PAD	\$37,777
Increase access to services through harm reduction-based case management, criminal justice system navigation, recovery/transitional housing support, and community connections	Provide client assistance funds to cover costs of enabling assistance and barrier removal (transportation, cell phones, etc)	From October 1, 2023 – September 30, 2024	PAD	\$15000
Complete local performance evaluation	Submit final performance evaluation report to Fulton DBHDD and core partners	September 30, 2024	Fulton DBHDD	
DOJ Sponsored training				\$3678
Grant Management	Close out award	September 30, 2024	Fulton DBHDD	

“To Promote, Protect and Assure the Health and Wellness of the People of Fulton”



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0328

Meeting Date: 5/15/2024

Department

Real Estate and Asset Management

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

Request approval of a Water Line Easement Dedication of 92 square feet to Fulton County, a political subdivision of the State of Georgia, from AGANWKH, LLC, for the purpose of constructing the Northwinds Summit Project at 0 Haynes Bridge Road, Alpharetta, Georgia 30009.

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

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

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

Choose an item.

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed Northwinds Summit Project, a commercial development, requires the relocation of a water line easement. Fulton County development regulations require that all new water connections acknowledge Fulton County's access rights in the area(s) where a water service line connection is being made before recording the Final Plat. The easement area to be conveyed consists of 92 square feet and is in Land Lot 793 of the 1st District, 2nd Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

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

Cross Reference:
Book ____ Page ____
Book ____ Page ____

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

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

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

Project Name : NORTHWINDS SUMMIT
Tax Parcel Identification No.: 12-285007530688
Land Disturbance Permit No.: D230046 / WRN23-117
Zoning/Special Use Permit No.: MU (Multi-Use District)
(if applicable)

For Fulton County Use Only

Approval Date: 4/17/2024

Initials: Bjm

**WATER LINE EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 18th day of April, 2024, between **AGANWKH, LLC**, a limited liability company duly organized under the laws of the State of Mississippi, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 793, 2nd Section (if applicable) of District 1, Fulton County, Georgia, and more particularly described as follows: To wit:

NORTHWINDS SUMMIT, LOT 1

Project Name

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

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

Special Provision

Said water line easement was originally recorded in the Fulton County records in Deed Book 59384, page(s) 6. The Grantor has requested that the original water alignment associated with this document be altered as shown on attached Exhibit "A". With the execution of this document, the original easement recorded in Deed Book 59384, page(s) 6 is considered modified to the extent that the description on the exhibits are corrected herein.

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

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

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

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

Signed, sealed and delivered this 18th
day of April, 2024
In the presence of:

Jennie Montemayor
Witness

Elizabeth S. Whittington
Notary Public



[NOTARIAL SEAL]

GRANTOR: AGANWKH, LLC

By: Kerioth Realty Company, LLC, a
Mississippi limited liability company, its
Manager

By: Clinton G. Herring, Jr.
Print Name: CLINTON G. HERRING, JR.

Title: MANAGER

EXHIBIT A

WATER EASEMENT- Lot 1 revised 01/26/2024

All that tract or parcel of land lying and being in Land Lot 753, of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

Commencing at a concrete monument found at the intersection of the Northerly right-of-way of Georgia Highway 400 (variable right-of-way) and the Easterly right-of-way of Haynes Bridge Road (variable right-of-way); Thence along said right-of-way line of Haynes Bridge Road and following along a curve to the left having an arc length of 162.84 feet, with a radius of 7715.45 feet, being subtended by a chord bearing of North 14 degrees 37 minutes 11 seconds West, for a distance of 162.84 feet to a 1/2-inch rebar found; Thence along a curve to the left having an arc length of 212.50 feet, with a radius of 7715.45 feet, being subtended by a chord bearing of North 16 degrees 00 minutes 48 seconds West, for a distance of 212.49 feet to a point; Thence North 32 degrees 46 minutes 02 seconds East, a distance of 49.49 feet to a point; Thence North 17 degrees 13 minutes 58 seconds West, a distance of 106.41 feet to a point; Thence North 72 degrees 46 minutes 02 seconds East, a distance of 158.39 feet to a point; Thence along a curve to the left having an arc length of 54.72 feet, with a radius of 81.00 feet, being subtended by a chord bearing of North 53 degrees 24 minutes 54 seconds East, for a distance of 53.68 feet to a point; Thence North 34 degrees 03 minutes 45 seconds East, a distance of 41.05 feet to a point; Thence North 10 degrees 55 minutes 46 seconds West, a distance of 5.88 feet to a point; Thence North 34 degrees 04 minutes 14 seconds East, a distance of 4.03 feet to a point, said point being the TRUE POINT OF BEGINNING; Thence North 55 degrees 56 minutes 15 seconds West, a distance of 6.39 feet to a point; Thence North 34 degrees 17 minutes 51 seconds East, a distance of 14.50 feet to a point; Thence South 55 degrees 56 minutes 15 seconds East, a distance of 6.33 feet to a point; Thence South 34 degrees 04 minutes 14 seconds West, a distance of 14.50 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said easement contains 0.002 acres or 92 square feet.

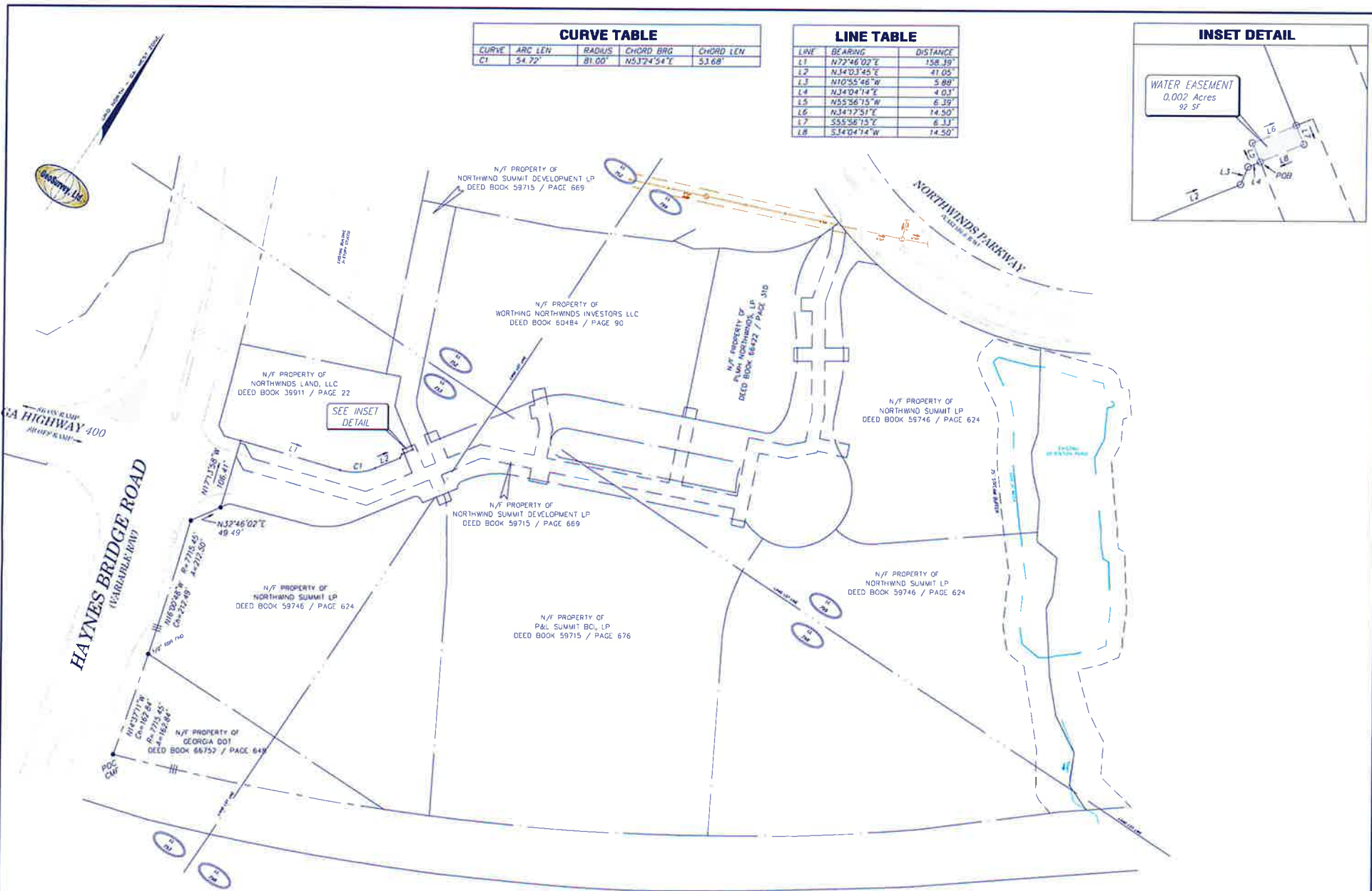
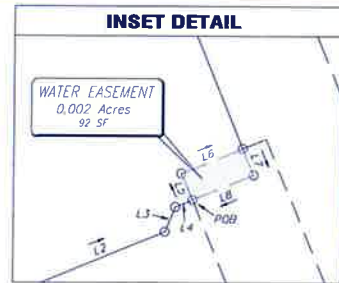
[SEE ATTACHED DEPICTION]

For Fulton County Use Only
Approval Date: 4/17/2024
Initials: <i>Bjm</i>

Water Easement Relocation – Corporation
Revised 08/20/2007

CURVE TABLE				
CURVE	ARC LEN	RADIUS	CHORD BRG	CHORD LEN
C1	54.22'	81.00'	N53°24'54"E	53.68'

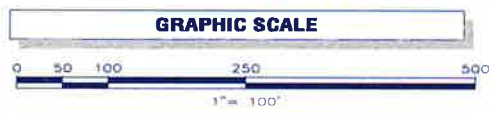
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N72°46'02"E	158.39'
L2	N14°03'45"E	41.05'
L3	N10°55'46"W	5.89'
L4	N34°04'14"E	4.03'
L5	N55°56'15"W	6.39'
L6	N34°17'51"E	14.50'
L7	S55°56'15"E	6.33'
L8	S34°04'14"W	14.50'



GA HIGHWAY 400
(VARIABLE R/W)
-LIMITED ACCESS-

REVISED 01/26/24

**WATER EASEMENT EXHIBIT
FOR NORTHWINDS LAND, LLC**



For Fulton County Use Only
Approval Date: 4/17/2024
Initials: Bjms



Land Surveying & Civil Engineering
1400 Northside Road
Marietta, Georgia 30067
Phone: (770) 590-5000
Fax: (770) 595-9880
www.geosurvey.com
SMA, a Professional Firm
Licenses of Professional Engineers



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0329

Meeting Date: 5/15/2024

Department

Real Estate and Asset Management

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

Request approval of a Water Line Easement Dedication of 12,295 square feet to Fulton County, a political subdivision of the State of Georgia, from Wills Overlook, LLC, for the purpose of constructing the Wills Overlook Project at 531 State Highway 9, Alpharetta, Georgia 30009.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed Wills Overlook Project, a residential subdivision development, requires the installation of a water line. Fulton County development regulations require that all new water service line connections acknowledge Fulton County's access rights in the area(s) where a water service line connection is being made before recording the Final Plat. The easement area to be conveyed consists of 12,295 square feet and is in Land Lot 645 of the 1st District, 2nd Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

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

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

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

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

Project Name : Wills Overlook
Tax Parcel Identification No.: 12 246006450302, 12 246006450328 & 12 246006450146
Land Disturbance Permit No.: WRN23-075
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only
Approval Date: _____
Initials: _____

**WATER LINE EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 17th day of November, 2023, between Wills Overlook, LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 645, 2nd Section (if applicable) of District 1, Fulton County, Georgia, and more particularly described as follows: To wit:

Wills Overlook - Water Line Easement

Project Name

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

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

Water Line Easement – Corporate
Revised 08/20/2007

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

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

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

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

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

Signed, sealed and delivered this 17th
day of November, 2023
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[NOTARIAL SEAL]



GRANTOR: WILLS OVERLOOK, LLC
Corporate Name

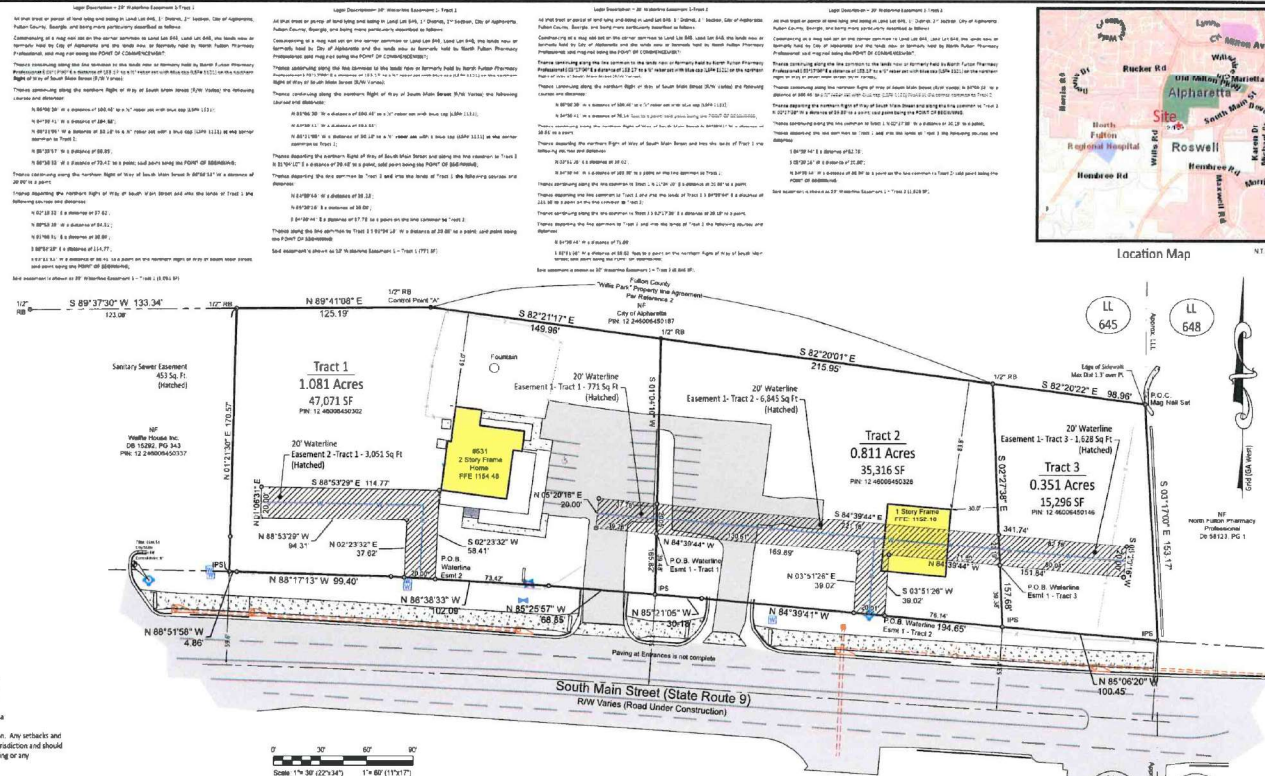
By: [Signature]
Print Name: PAUL NOCHARLI
Title: Authorized Person

By: _____
Print Name: _____
Title: _____

[CORPORATE SEAL]

ABBREVIATION LEGEND:

- AC - access easement
- CB - catch basin
- CM - curb
- CMR - curb and manhole
- CO - concrete
- CP - catchment
- CS - catchment
- CSA - catchment
- CSB - catchment
- CSM - catchment
- CSN - catchment
- CSO - catchment
- CSU - catchment
- CSV - catchment
- CSW - catchment
- CSX - catchment
- CSY - catchment
- CSZ - catchment
- CSAA - catchment
- CSAB - catchment
- CSAC - catchment
- CSAD - catchment
- CSAE - catchment
- CSAF - catchment
- CSAG - catchment
- CSAH - catchment
- CSAI - catchment
- CSAJ - catchment
- CSAK - catchment
- CSAL - catchment
- CSAM - catchment
- CSAN - catchment
- CSAO - catchment
- CSAP - catchment
- CSAQ - catchment
- CSAR - catchment
- CSAS - catchment
- CSAT - catchment
- CSAU - catchment
- CSAV - catchment
- CSAW - catchment
- CSAX - catchment
- CSAY - catchment
- CSAZ - catchment



SYMBOL LEGEND:

- catch basin
- fire hydrant
- gas valve
- light pole
- power pole
- sanitary sewer manhole
- clean out
- transformer
- water manhole
- single wing catch basin
- gate inlet
- junction box
- head wall
- sleep sign
- buffer
- billig electric
- fence
- overhead electric
- underground electric
- water line
- sanitary line
- gas line
- contaminated point

PARCEL INFORMATION:
 Parcel No. 12 246006450302 (Tract 1)
 12 246006450302 (Tract 2)
 12 246006450302 (Tract 3)

Property is Zoned DT-MU, City of Alpharetta

Building setback lines are not shown hereon. Any setbacks and buffers shown are governed by the local jurisdiction and should be confirmed in writing prior to land planning or any construction activities.

SURVEY NOTES:

- Certain interior improvements may not be shown hereon. (i.e. fence, sign, guy wires, etc.)
- Markers of record not shown hereon are exempted.
- Bearing basins derived from 2 control points set with Carlson 907 GPS System and Soutwest Networks. All other work performed with methods described below.
- Measurements shown are US Survey Feet (Imperial).
- Property corners marked IPS (Iron Pin Set) are 1/2" x 3/8" rebar with blue plastic cap (8303 15F #113) unless otherwise indicated. Unless indicated as set, measurement shown was found.
- No evidence of human burial or cemeteries was observed on site during the course of the fieldwork.
- The site had been calculated for closure and is found to be accurate within one foot in 164,650 feet.
- Right of Way improvements were being constructed at the time of survey.

FULTON COUNTY NOTES:

Final plat must be filed with the appropriate authority. This plat is subject to the approval of the appropriate authority. It is the responsibility of the applicant to ensure that the plat is in compliance with all applicable laws and regulations.

Plat must be filed with the appropriate authority. This plat is subject to the approval of the appropriate authority. It is the responsibility of the applicant to ensure that the plat is in compliance with all applicable laws and regulations.

REFERENCES:

- Quinn-Helm Deed to Morley Holdings-Coffee Plantation, LLC recorded in Deed Book 5348, Page 534
- Linda M. Green Deed to Morley Holdings-Coffee Plantation, LLC recorded in Deed Book 5402, Page 683
- Survey for James W. Green, prepared by Brumlow-Reese dated 03/08/1979
- Boundary, Topographic, and Tree Survey for Morley Holdings, LLC, dated 12/20/21 and last revised 03/08/23, prepared by Engineering 301, LLC

FLOOD HAZARD NOTE:
 No portion of this property is contained within the limits of a Special Flood Hazard Zone as defined by the Federal Emergency Management Agency. Flood Insurance Rate Map No. 1312C0058F of Fulton County, GA. (Continuously Revised No. 13905A0058F). (last revised on 06/18/2013)

REVISIONS:

NO.	DESCRIPTION	DATE
1	ADDED A CORRECTION	11/17/23

BRANDON SCOTT
 Surveyor
 License No. 12 246006450302

FULTON COUNTY GOVERNMENT
 Project #WRN23-075

Engineering E303
 Will's Overview, LLC
 Civil Engineering, Land Surveying, Stream and Wetland Restoration
 10800 West Street, Cumming, Georgia 30008
 Phone: 770-442-0500
 www.willsoverlook.com

Location Map
 City of Alpharetta
 City of Roswell
 City of Marietta
 City of Decatur
 City of Atlanta

Legal Description– 20' Waterline Easement 1- Tract 1

All that tract or parcel of land lying and being in Land Lot 645, 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

Commencing at a mag nail set on the corner common to Land Lot 645, Land Lot 648, the lands now or formerly held by City of Alpharetta and the lands now or formerly held by North Fulton Pharmacy Professional; said mag nail being the POINT OF COMMENCEMENT;

Thence continuing along the line common to the lands now or formerly held by North Fulton Pharmacy Professional S 03°17'00" E a distance of 153.17' to a ½" rebar set with blue cap (LSF# 1121) on the northern Right of Way of South Main Street (R/W Varies);

Thence continuing along the northern Right of Way of South Main Street (R/W Varies) the following courses and distances:

N 85°06'20" W a distance of 100.45' to a ½" rebar set with blue cap (LSF# 1121);

N 84°39'41" W a distance of 194.65';

N 85°21'05" W a distance of 30.18' to a ½" rebar set with a blue cap (LSF# 1121) at the corner common to Tract 2;

Thence departing the northern Right of Way of South Main Street and along the line common to Tract 2 N 01°04'10" E a distance of 39.48' to a point; said point being the POINT OF BEGINNING;

Thence departing the line common to Tract 2 and into the lands of Tract 1 the following courses and distances:

N 84°39'44" W a distance of 39.28';

N 05°20'16" E a distance of 20.00';

S 84°39'44" E a distance of 37.78' to a point on the line common to Tract 2;

Thence along the line common to Tract 2 S 01°04'10" W a distance of 20.05' to a point; said point being the POINT OF BEGINNING;

Said easement is shown as 20' Waterline Easement 1 – Tract 1 (771 SF)

Brandon Scott

Fulton County Government

Project #WRN23-075

Legal Description – 20' Waterline Easement 2-Tract 1

All that tract or parcel of land lying and being in Land Lot 645, 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

Commencing at a mag nail set on the corner common to Land Lot 645, Land Lot 648, the lands now or formerly held by City of Alpharetta and the lands now or formerly held by North Fulton Pharmacy Professional; said mag nail being the POINT OF COMMENCEMENT;

Thence continuing along the line common to the lands now or formerly held by North Fulton Pharmacy Professional S 03°17'00" E a distance of 153.17' to a ½" rebar set with blue cap (LSF# 1121) on the northern Right of Way of South Main Street (R/W Varies);

Thence continuing along the northern Right of Way of South Main Street (R/W Varies) the following courses and distances:

N 85°06'20" W a distance of 100.45' to a ½" rebar set with blue cap (LSF# 1121);

N 84°39'41" W a distance of 194.65';

N 85°21'05" W a distance of 30.18' to a ½" rebar set with a blue cap (LSF# 1121) at the corner common to Tract 2;

N 85°25'57" W a distance of 68.85';

N 86°38'33" W a distance of 73.42' to a point; said point being the POINT OF BEGINNING;

Thence continuing along the northern Right of Way of South Main Street N 86°38'33" W a distance of 20.00' to a point;

Thence departing the northern Right of Way of South Main Street and into the lands of Tract 1 the following courses and distances:

N 02°23'32" E a distance of 37.62';

N 88°53'29" W a distance of 94.31';

N 01°06'31" E a distance of 20.00';

S 88°53'29" E a distance of 114.77';

S 02°23'32" W a distance of 58.41' to a point on the northern Right of Way of South Main Street; said point being the POINT OF BEGINNING;

Said easement is shown as 20' Waterline Easement 2 – Tract 1 (3,051 SF)

Brandon Scott

Fulton County Government

Project #WRN23-075

Page 2 of 4

Legal Description – 20' Waterline Easement 1-Tract 2

All that tract or parcel of land lying and being in Land Lot 645, 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

Commencing at a mag nail set on the corner common to Land Lot 645, Land Lot 648, the lands now or formerly held by City of Alpharetta and the lands now or formerly held by North Fulton Pharmacy Professional; said mag nail being the POINT OF COMMENCEMENT;

Thence continuing along the line common to the lands now or formerly held by North Fulton Pharmacy Professional S 03°17'00" E a distance of 153.17' to a ½" rebar set with blue cap (LSF# 1121) on the northern Right of Way of South Main Street (R/W Varies);

Thence continuing along the northern Right of Way of South Main Street (R/W Varies) the following courses and distances:

N 85°06'20" W a distance of 100.45' to a ½" rebar set with blue cap (LSF# 1121);

N 84°39'41" W a distance of 76.14' feet to a point; said point being the POINT OF BEGINNING;

Thence continuing along the northern Right of Way of South Main Street N 84°39'41" W a distance of 20.01' to a point;

Thence departing the northern Right of Way of South Main Street and into the lands of Tract 2 the following courses and distances:

N 03°51'26" E a distance of 39.02';

N 84°39'44" W a distance of 169.89' to a point on the line common to Tract 1;

Thence continuing along the line common to Tract 1 N 01°04'10" E a distance of 20.05' to a point;

Thence departing the line common to Tract 1 and into the lands of Tract 2 S 84°39'44" E a distance of 221.18' to a point on the line common to Tract 3;

Thence continuing along the line common to Tract 3 S 02°27'38" E a distance of 20.19' to a point;

Thence departing the line common to Tract 3 and into the lands of Tract 2 the following courses and distances:

N 84°39'44" W a distance of 71.80';

S 03°51'26" W a distance of 39.02' feet to a point on the northern Right of Way of South Main Street; said point being the POINT OF BEGINNING;

Said easement is shown as 20' Waterline Easement 1 – Tract 2 (6,845 SF).

Brandon Scott

Fulton County Government

Project #WRN23-075

Legal Description – 20' Waterline Easement 1-Tract 3

All that tract or parcel of land lying and being in Land Lot 645, 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

Commencing at a mag nail set on the corner common to Land Lot 645, Land Lot 648, the lands now or formerly held by City of Alpharetta and the lands now or formerly held by North Fulton Pharmacy Professional; said mag nail being the POINT OF COMMENCEMENT;

Thence continuing along the line common to the lands now or formerly held by North Fulton Pharmacy Professional S 03°17'00" E a distance of 153.17' to a ½" rebar set with blue cap (LSF# 1121) on the northern Right of Way of South Main Street (R/W Varies);

Thence continuing along the northern Right of Way of South Main Street (R/W Varies) N 85°06'20" W a distance of 100.45' to a ½" rebar set with blue cap (LSF# 1121) found at the corner common to Tract 2;

Thence departing the northern Right of Way of South Main Street and along the line common to Tract 2 N 02°27'38" W a distance of 39.38' to a point; said point being the POINT OF BEGINNING;

Thence continuing along the line common to Tract 2 N 02°27'38" W a distance of 20.19' to a point;

Thence departing the line common to Tract 2 and into the lands of Tract 3 the following courses and distances:

S 84°39'44" E a distance of 82.78';

S 05°20'16" W a distance of 20.00';

N 84°39'44" W a distance of 80.04' to a point on the line common to Tract 2; said point being the POINT OF BEGINNING;

Said easement is shown as 20' Waterline Easement 1 – Tract 3 (1,628 SF).

Brandon Scott

Fulton County Government

Project #WRN23-075



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0330

Meeting Date: 5/15/2024

Department

Real Estate and Asset Management

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

Request approval of a Water Line Easement Dedication of 35,554 square feet to Fulton County, a political subdivision of the State of Georgia, from Northwind Summit Development, L.P., for the purpose of constructing the Northwinds Summit Project at 0 Haynes Bridge Road, Alpharetta, Georgia 30009.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed Northwinds Summit Project, a residential development, requires the relocation of a water line easement. Fulton County development regulations require that all new water connections acknowledge Fulton County's access rights in the area(s) where a water service line connection is being made prior to recording the Final Plat. The easement area to be conveyed consists of 35,554 square feet and is in Land Lots 792, 793, 798, and 799 of the 1st District, 2nd

Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

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

Cross Reference:
Book _____ Page _____
Book _____ Page _____

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

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

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

Project Name : NORTHWINDS SUMMIT
Tax Parcel Identification No.: 12-285007520713
Land Disturbance Permit No.: D230046 / WRN23-117
Zoning/Special Use Permit No.: MU (Multi-Use District)
(if applicable)

For Fulton County Use Only
Approval Date: 4/17/2024
Initials: Bjm

**WATER LINE EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 18th day of April, 2024, between **NORTHWIND SUMMIT DEVELOPMENT, L.P.**, a limited partnership duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 792, 793, 798 and 799, 2nd Section (if applicable) of District 1, Fulton County, Georgia, and more particularly described as follows: To wit:

NORTHWINDS SUMMIT, PRIVATE ROAD

Project Name

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

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

Special Provision

Said water line easement was originally recorded in the Fulton County records in Deed Book 59384, page(s) 6. The Grantor has requested that the original water alignment associated with this document be altered as shown on attached Exhibit "A". With the execution of this document, the original easement recorded in Deed Book 59384, page(s) 6 is considered modified to the extent that the description on the exhibits are corrected herein.

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

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

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

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

Signed, sealed and delivered this 18th day of April, 2024
In the presence of:

[Signature]
Witness

[Signature]
Notary Public

GRANTOR: NORTHWIND SUMMIT DEVELOPMENT, L.P.

By: P&L Manager, LLC, a Georgia limited liability company, its General Partner

By: [Signature]

Print Name: LAWRENCE P. KELLY

Title: MANAGER

[NOTARIAL SEAL]



For Fulton County Use Only
Approval Date: 4/17/2024
Initials: Bjm

EXHIBIT A

WATER EASEMENT- Road Parcel revised 01/26/2024

All that tract or parcel of land lying and being in Land Lot 753, 798 and 799 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

Commencing at a concrete monument found at the intersection of the Northerly right-of-way of Georgia Highway 400 (variable right-of-way) and the Easterly right-of-way of Haynes Bridge Road (variable right-of-way); Thence along said right-of-way line of Haynes Bridge Road and following along a curve to the left having an arc length of 162.84 feet, with a radius of 7715.45 feet, being subtended by a chord bearing of North 14 degrees 37 minutes 11 seconds West, for a distance of 162.84 feet to a 1/2-inch rebar found; Thence along a curve to the left having an arc length of 212.50 feet, with a radius of 7715.45 feet, being subtended by a chord bearing of North 16 degrees 00 minutes 48 seconds West, for a distance of 212.49 feet to a point; Thence North 32 degrees 46 minutes 02 seconds East, a distance of 49.49 feet to point; Thence North 17 degrees 13 minutes 58 seconds West, a distance of 81.83 feet to point, said point being the TRUE POINT OF BEGINNING; Thence North 17 degrees 13 minutes 58 seconds West, a distance of 20.58 feet to a point; Thence North 72 degrees 46 minutes 02 seconds East, a distance of 7.70 feet to a point; Thence South 62 degrees 13 minutes 58 seconds East, a distance of 24.04 feet to a point; Thence North 72 degrees 46 minutes 02 seconds East, a distance of 180.51 feet to a point; Thence North 34 degrees 03 minutes 45 seconds East, a distance of 76.49 feet to a point; Thence North 55 degrees 56 minutes 15 seconds West, a distance of 32.03 feet to a point; Thence North 34 degrees 04 minutes 14 seconds East, a distance of 14.50 feet to a point; Thence North 55 degrees 56 minutes 15 seconds West, a distance of 6.33 feet to a point; Thence North 34 degrees 17 minutes 51 seconds East, a distance of 5.50 feet to a point; Thence South 55 degrees 56 minutes 15 seconds East, a distance of 38.34 feet to a point; Thence North 34 degrees 03 minutes 45 seconds East, a distance of 18.86 feet to a point; Thence North 55 degrees 56 minutes 15 seconds West, a distance of 46.27 feet to a point; Thence North 34 degrees 17 minutes 51 seconds East, a distance of 5.64 feet to a point; Thence South 55 degrees 56 minutes 15 seconds East, a distance of 14.22 feet to a point; Thence North 34 degrees 04 minutes 14 seconds East, a distance of 14.36 feet to a point; Thence South 55 degrees 56 minutes 15 seconds East, a distance of 32.02 feet to a point; Thence North 34 degrees 03 minutes 45 seconds East, a distance of 53.86 feet to a point; Thence North 67 degrees 45 minutes 30 seconds East, a distance of 83.61 feet to a point; Thence North 22 degrees 14 minutes 30 seconds West, a distance of 41.72 feet to a point; Thence North 44 degrees 44 minutes 30 seconds West, a distance of 17.80 feet to a point; Thence South 45 degrees 15 minutes 30 seconds West, a distance of 8.49 feet to a point; Thence North 44 degrees 44 minutes 30 seconds West, a distance of 20.00 feet to a point; Thence North 45 degrees 15 minutes 30 seconds East, a distance of 8.49 feet to a point; Thence North 44 degrees 44 minutes 30 seconds West, a distance of 6.72 feet to a point; Thence North 34 degrees 04 minutes 14 seconds East, a distance of 3.16 feet to a point; Thence along a curve to the right having an arc length of 17.04 feet, with a radius of 112.50 feet, being subtended by a chord bearing of North 38 degrees 24 minutes 32 seconds East, for a distance of 17.02 feet to a point; Thence South 44 degrees 44 minutes 30 seconds East, a distance of 51.14 feet to a point; Thence South 22 degrees 14 minutes 30 seconds East, a distance of 45.70 feet to a point; Thence North 67 degrees 45 minutes 30 seconds East, a distance of 191.16 feet to a point; Thence North 22 degrees 14 minutes 30 seconds West, a distance of 103.50 feet to a point; Thence North 67 degrees 45 minutes 30 seconds East, a distance of 20.00 feet to a point; Thence South 22 degrees 14 minutes 30 seconds East, a distance of 103.50 feet to a point; Thence North 67 degrees 45 minutes 30 seconds East, a distance of 86.33 feet to a point; Thence North 22 degrees 14 minutes 30 seconds West, a distance of 91.26 feet to a point; Thence North 67 degrees 45 minutes 30 seconds East, a distance of 60.12 feet to a point; Thence North 45 degrees 15 minutes 30 seconds East, a distance of 28.44 feet to a point; Thence North 22 degrees 14 minutes 30 seconds West, a distance of 46.36 feet to a point; Thence North 33 degrees 29 minutes 30 seconds West, a distance of 79.01 feet to a point; Thence South 56 degrees 30 minutes 29 seconds West, a distance of 22.24 feet to a point; Thence along a curve to the left having an arc length of 16.06 feet, with a radius of 142.50 feet, being subtended by a chord bearing of North 34 degrees 36 minutes 11 seconds West, for a distance of 16.05 feet to a point; Thence North 37 degrees 49 minutes 56 seconds West, a distance of 3.96 feet to a point; Thence North 56 degrees 30 minutes 29 seconds East, a distance of 22.85 feet to a point; Thence North 33 degrees 29 minutes 30 seconds West, a distance of 56.18 feet to a point;

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Approval Date: 4/17/2024
Initials: Bjm

Thence South 56 degrees 30 minutes 30 seconds West, a distance of 16.96 feet to a point; Thence North 33 degrees 29 minutes 30 seconds West, a distance of 20.00 feet to a point; Thence North 56 degrees 30 minutes 30 seconds East, a distance of 17.27 feet to a point; Thence North 13 degrees 44 minutes 14 seconds West, a distance of 75.35 feet to a point; Thence North 24 degrees 59 minutes 14 seconds West, a distance of 36.68 feet to a point; Thence along a curve to the left having an arc length of 10.81 feet, with a radius of 176.96 feet, being subtended by a chord bearing of North 16 degrees 07 minutes 18 seconds East, for a distance of 10.81 feet to a point; Thence along a curve to the left having an arc length of 17.43 feet, with a radius of 523.62 feet, being subtended by a chord bearing of South 72 degrees 41 minutes 55 seconds East, for a distance of 17.43 feet to a point; Thence South 24 degrees 59 minutes 14 seconds East, a distance of 35.07 feet to a point; Thence South 13 degrees 44 minutes 14 seconds East, a distance of 74.76 feet to a point; Thence South 33 degrees 29 minutes 30 seconds East, a distance of 71.83 feet to a point; Thence North 56 degrees 30 minutes 30 seconds East, a distance of 28.35 feet to a point; Thence along a curve to the right having an arc length of 20.01 feet, with a radius of 213.50 feet, being subtended by a chord bearing of South 34 degrees 45 minutes 49 seconds East, for a distance of 20.00 feet to a point; Thence South 56 degrees 30 minutes 30 seconds West, a distance of 28.79 feet to a point; Thence South 33 degrees 29 minutes 30 seconds East, a distance of 80.98 feet to a point; Thence South 22 degrees 14 minutes 30 seconds East, a distance of 39.50 feet to a point; Thence North 67 degrees 45 minutes 30 seconds East, a distance of 25.10 feet to a point; Thence along a curve to the left having an arc length of 24.78 feet, with a radius of 82.00 feet, being subtended by a chord bearing of South 58 degrees 46 minutes 53 seconds East, for a distance of 24.68 feet to a point; Thence along a curve to the right having an arc length of 0.24 feet, with a radius of 89.00 feet, being subtended by a chord bearing of South 67 degrees 21 minutes 43 seconds East, for a distance of 0.24 feet to a point; Thence South 67 degrees 45 minutes 30 seconds West, a distance of 39.96 feet to a point; Thence South 22 degrees 14 minutes 30 seconds East, a distance of 2.20 feet to a point; Thence South 45 degrees 15 minutes 30 seconds West, a distance of 45.78 feet to a point; Thence South 67 degrees 45 minutes 30 seconds West, a distance of 44.10 feet to a point; Thence South 22 degrees 14 minutes 30 seconds East, a distance of 106.76 feet to a point; Thence South 67 degrees 45 minutes 30 seconds West, a distance of 20.00 feet to a point; Thence North 22 degrees 14 minutes 31 seconds West, a distance of 15.50 feet to a point; Thence South 67 degrees 45 minutes 30 seconds West, a distance of 288.91 feet to a point; Thence South 22 degrees 14 minutes 30 seconds East, a distance of 15.50 feet to a point;

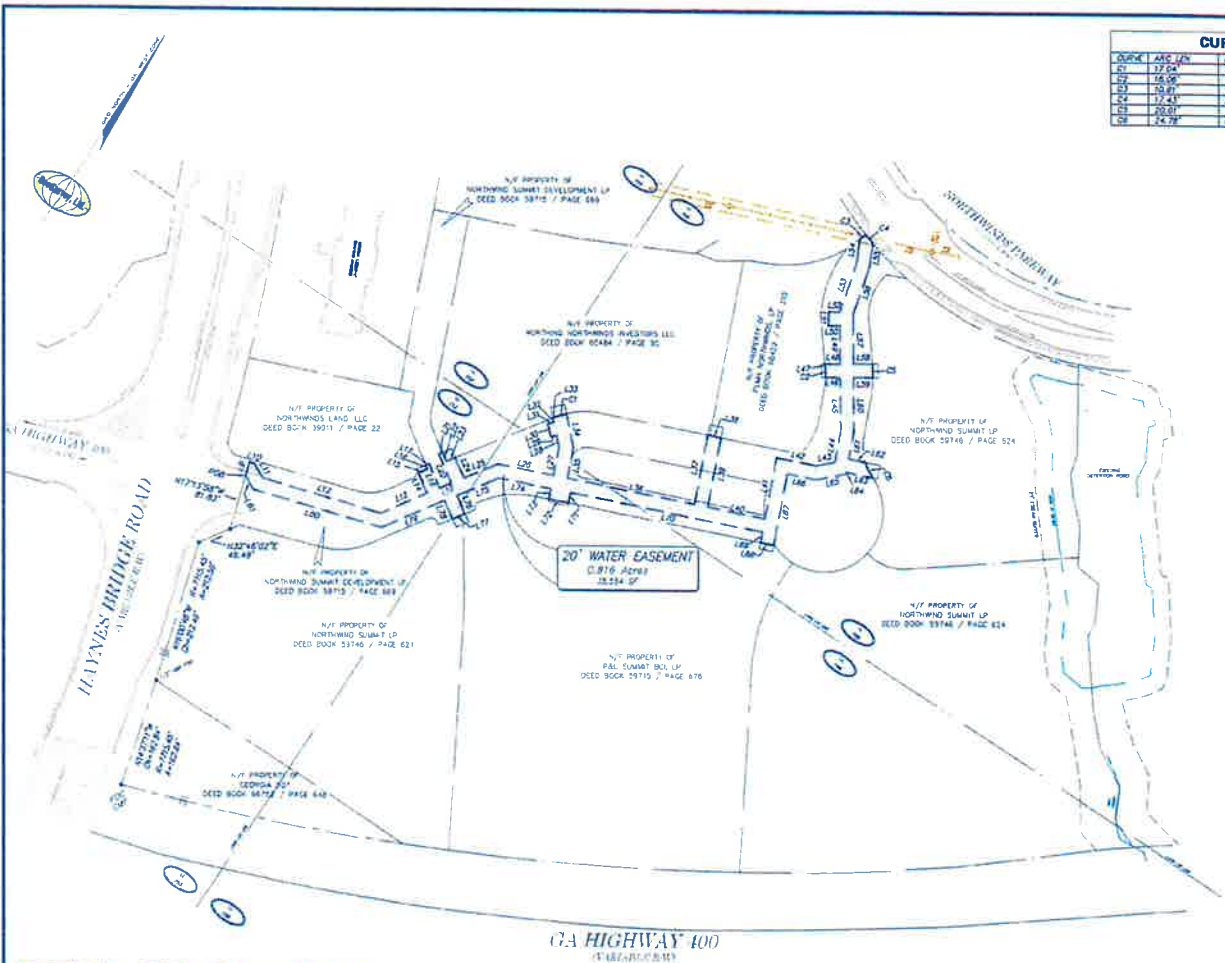
Thence South 67 degrees 45 minutes 30 seconds West, a distance of 28.59 feet to a point; Thence North 22 degrees 14 minutes 30 seconds West, a distance of 15.50 feet to a point; Thence South 67 degrees 45 minutes 30 seconds West, a distance of 77.56 feet to a point; Thence South 34 degrees 03 minutes 45 seconds West, a distance of 66.66 feet to a point; Thence South 55 degrees 56 minutes 15 seconds East, a distance of 29.00 feet to a point; Thence South 34 degrees 03 minutes 45 seconds West, a distance of 20.00 feet to a point; Thence North 55 degrees 56 minutes 15 seconds West, a distance of 29.00 feet to a point; Thence South 34 degrees 03 minutes 45 seconds West, a distance of 103.51 feet to a point; Thence South 72 degrees 46 minutes 02 seconds West, a distance of 195.82 feet to a point; Thence North 62 degrees 13 minutes 58 seconds West, a distance of 23.22 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said easement contains 0.816 acres or 35,554 square feet.

[SEE ATTACHED DEPICTION]

CURVE	ARC LEN	RADIUS	CENTR ANGLE	CHORD LEN
C1	12.04'	112.50'	63.8224325°	17.02'
C2	16.06'	142.50'	45.938111°	12.02'
C3	10.01'	178.50'	30.071710°	10.01'
C4	12.48'	153.87'	37.91551°	17.43'
C5	20.01'	215.50'	26.94549°	20.01'
C6	14.79'	222.00'	33.64853°	24.59'

LINE	BEARING	DISTANCE
L1	S77°13'50"W	20.58'
L2	S72°48'50"W	2.70'
L3	S52°23'50"W	24.04'
L4	S12°48'12"E	7.62'
L5	S34°51'40"E	76.49'
L6	S55°50'15"W	32.03'
L7	S13°58'12"E	74.50'
L8	S55°50'15"W	6.53'
L9	N14°32'50"E	5.80'
L10	S33°36'15"E	28.34'
L11	N14°41'42"E	16.88'
L12	S55°50'15"W	46.23'
L13	S34°22'50"E	74.22'
L14	S55°50'15"W	14.22'
L15	S34°04'14"E	14.36'
L16	S55°50'15"W	16.02'
L17	S24°53'42"E	33.86'
L18	N07°45'30"E	65.61'
L19	S22°14'30"E	41.22'
L20	S44°44'20"W	17.00'
L21	N40°13'20"W	8.49'
L22	S55°50'15"W	20.00'
L23	N45°13'20"E	8.49'
L24	S44°44'20"W	3.18'
L25	S44°44'20"W	8.22'
L26	S55°50'15"W	16.02'
L27	S44°44'20"W	3.18'
L28	S44°44'20"W	51.74'
L29	S22°14'30"E	43.20'
L30	S00°00'00"W	17.14'
L31	S22°14'30"E	103.20'
L32	S00°00'00"W	20.00'
L33	S22°14'30"E	103.20'
L34	N07°45'30"E	66.32'
L35	S22°14'30"E	60.12'
L36	N07°45'30"E	28.44'
L37	S22°14'30"E	46.18'
L38	S55°50'15"W	16.02'
L39	S36°30'30"E	22.24'
L40	S55°50'15"W	16.02'
L41	S55°50'15"W	16.02'
L42	S55°50'15"W	22.24'
L43	S36°30'30"E	22.24'
L44	S55°50'15"W	16.02'
L45	S55°50'15"W	16.02'
L46	S55°50'15"W	22.24'
L47	S36°30'30"E	22.24'
L48	S55°50'15"W	22.24'
L49	S36°30'30"E	22.24'
L50	S55°50'15"W	16.02'
L51	S55°50'15"W	16.02'
L52	S55°50'15"W	16.02'
L53	S55°50'15"W	16.02'
L54	S55°50'15"W	16.02'
L55	S55°50'15"W	16.02'
L56	S55°50'15"W	16.02'
L57	S55°50'15"W	16.02'
L58	S55°50'15"W	16.02'
L59	S55°50'15"W	16.02'
L60	S55°50'15"W	16.02'
L61	S55°50'15"W	16.02'
L62	S55°50'15"W	16.02'
L63	S55°50'15"W	16.02'
L64	S55°50'15"W	16.02'
L65	S55°50'15"W	16.02'
L66	S55°50'15"W	16.02'
L67	S55°50'15"W	16.02'
L68	S55°50'15"W	16.02'
L69	S55°50'15"W	16.02'
L70	S55°50'15"W	16.02'
L71	S55°50'15"W	16.02'
L72	S55°50'15"W	16.02'
L73	S55°50'15"W	16.02'
L74	S55°50'15"W	16.02'
L75	S55°50'15"W	16.02'
L76	S55°50'15"W	16.02'
L77	S55°50'15"W	16.02'
L78	S55°50'15"W	16.02'
L79	S55°50'15"W	16.02'
L80	S55°50'15"W	16.02'
L81	S55°50'15"W	16.02'



REVISED 01/26/24



WATER EASEMENT EXHIBIT

FOR NORTHWIND SUMMIT DEVELOPMENT, LLC

For Fulton County Water Policy Approval Date: 01/26/24
 by: *[Signature]*

GeoSurvey, Ltd.
 1400 Dunwoody Ave. Suite 200
 Atlanta, Georgia 30328
 Phone: (770) 271-9999
 Fax: (770) 750-6888
 Email: info@geosurvey.com
 Website: www.geosurvey.com



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0331

Meeting Date: 5/15/2024

Department

Real Estate and Asset Management

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

Request approval of a Water Vault Easement Dedication of 408 square feet to Fulton County, a political subdivision of the State of Georgia, from AGANWKH, LLC, for the purpose of constructing the A.C. Marriott Alpharetta Hotel within the Northwinds Summit Project at 0 Haynes Bridge Road, Alpharetta, Georgia 30009.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed A.C. Marriott Alpharetta Hotel at Northwinds Summit Project, a commercial development, requires the relocation of a waterline easement. Fulton County development regulations require that all new water service line connections acknowledge Fulton County's ownership interests in the area(s) where a waterline connection is being made prior to recording the Final Plat. The easement area to be conveyed consists of 408 square feet and is in

Land Lot 753 of the 1st District, 2nd Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

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

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

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

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

Project Name : A.C. Marriott Alpharetta Hotel at Northwinds Summit
Tax Parcel Identification No.: 12-28007530688
Land Disturbance Permit No.: D230046 / WRN23-117
Zoning/Special Use Permit No.: MU (Multi-Use District)
(if applicable)

For Fulton County Use Only
Approval Date: 4/17/2024
Initials: Bjm

**WATER VAULT EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 18th day of April, 20 24, between AGANWKH, LLC, a corporation duly organized under the laws of the State of Mississippi of the first part (hereinafter referred to as Grantor), and FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the installation of a water vault, water meter, and appurtenances on subject property, and in consideration of the benefits which will accrue to the subject property from the installation of a water vault, water meter, and appurtenances on the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 753 of the 1ST District, 2ND Section (if applicable) of Fulton County, Georgia, and more particularly described as follows: To wit:

A.C. MARRIOTT ALPHARETTA HOTEL AT NORTHWINDS SUMMIT
Project Name

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

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, installation, access, maintenance and upgrade of a water vault, water meter and appurtenances according to the location and size of said water vault, water meter and appurtenances

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

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

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

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

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

Signed, sealed and delivered this 18th
day of April, 20 24
in the presence of:

Semie Martenson
Witness

GRANTOR: AGANWKH, LLC
CORPORATE NAME

By: Clinton G. Henning, Jr.

Print Name: Clinton G. Henning, Jr.

Title: Manager

Elizabeth S. Whittington
Notary Public

By: _____

Print Name: _____

Title: _____

[CORPORATE SEAL]

[NOTARIAL SEAL]



EXHIBIT A

20'x20' WATER METER EASEMENT - Lot 1

All that tract or parcel of land lying and being in Land Lot 753, of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

Commencing at a 5/8-inch rebar set at the intersection of the Northerly right-of-way line of Summit Place (variable right-of-way) and the Easterly right-of-way line of Haynes Bridge Road (variable right-of-way) as shown in Plat Book 414, Page 78, Fulton County records; Thence along said right-of-way line of Haynes Bridge Road and following along a curve to the left having an arc length of 109.89 feet, with a radius of 4659.27 feet, being subtended by a chord bearing of North 19 degrees 02 minutes 39 seconds West, for a distance of 109.89 feet to a point, said point being the TRUE POINT OF BEGINNING; Thence continue along a curve to the left having an arc length of 20.02 feet, with a radius of 4659.27 feet, being subtended by a chord bearing of North 19 degrees 50 minutes 34 seconds West, for a distance of 20.02 feet to a 1/2-inch rebar found; Thence departing said right-of-way line North 67 degrees 55 minutes 07 seconds East, a distance of 20.00 feet to a point; Thence South 22 degrees 04 minutes 54 seconds East, a distance of 20.00 feet to a point; Thence South 67 degrees 55 minutes 06 seconds West, a distance of 20.78 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said easement contains 0.009 acres or 408 square feet.

[See Attached Exhibit]

For Fulton County Use Only

Approval Date: 4/17/2024

Initials: Bjm

Water Easement
Prepared 02/16/2024

HAYNES BRIDGE ROAD
(VARIABLE R/W)

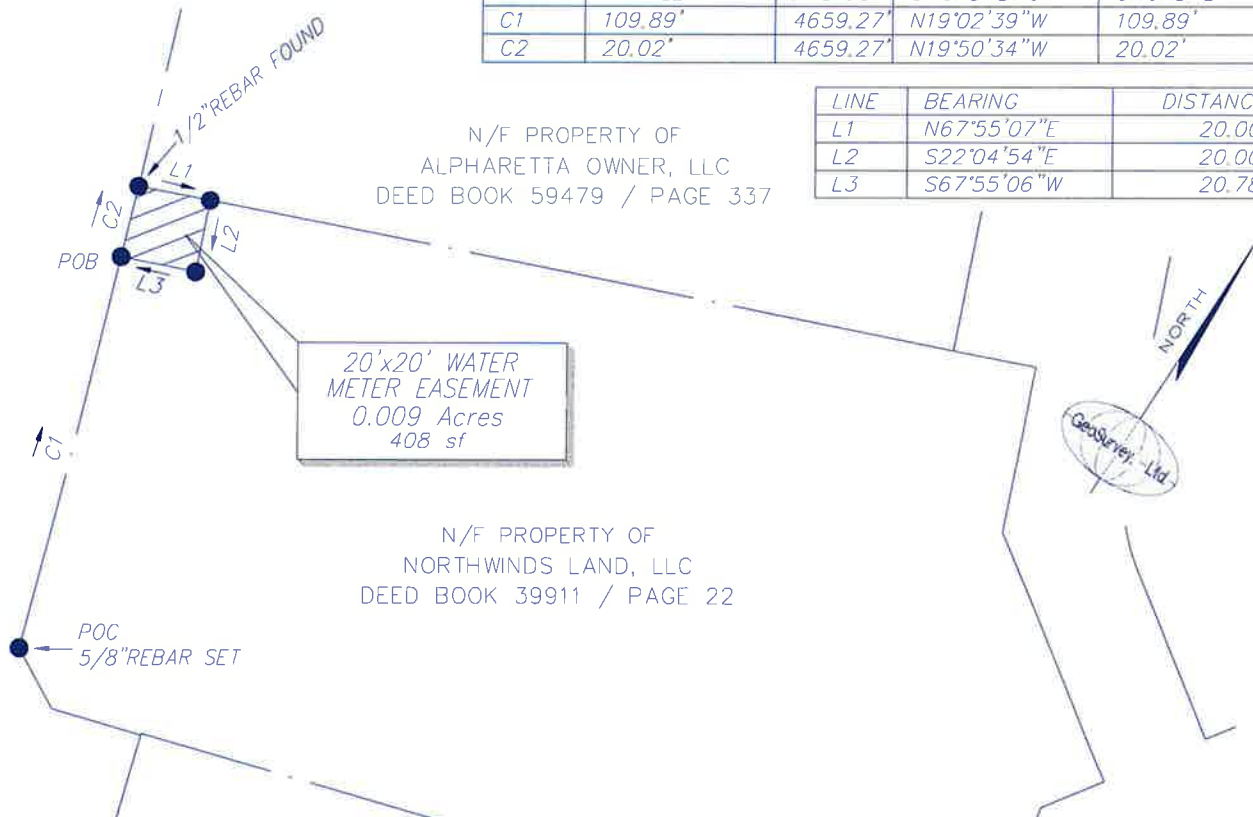
CURVE	ARC LEN	RADIUS	CHORD BRG	CHORD L
C1	109.89'	4659.27'	N19°02'39"W	109.89'
C2	20.02'	4659.27'	N19°50'34"W	20.02'

LINE	BEARING	DISTANCE
L1	N67°55'07"E	20.00'
L2	S22°04'54"E	20.00'
L3	S67°55'06"W	20.78'

N/F PROPERTY OF
ALPHARETTA OWNER, LLC
DEED BOOK 59479 / PAGE 337

N/F PROPERTY OF
NORTHWINDS LAND, LLC
DEED BOOK 39911 / PAGE 22

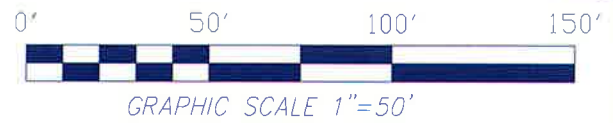
20'x20' WATER
METER EASEMENT
0.009 Acres
408 sf



For Fulton County Use Only
Approval Date: 4/17/2024
Initials: Bjm



Professional Land Surveying Services
1660 Barnes Mill Road
Marietta, Georgia 30062
Phone: (770) 795-9900
Fax: (770) 795-8880
www.geosurvey.com
EMAIL: info@geosurvey.com
Certificate of Authorization #LSF-000621



SUMMIT PLACE
(VARIABLE R/W)

WATER METER EASEMENT EXHIBIT			
NORTHWINDS LAND, LLC			
GS JOB NO:	20042059	DRAWING SCALE:	1" = 50'
FIELD WORK:	RL	CITY:	ALPHARETTA STATE: GA
PROJ MGR:	BDC	COUNTY:	FULTON LAND LOTS: 753
REVIEWED:	DLH	DISTRICT:	1ST SECTION: 2ND
DWG FILE:	20042059-25	SURVEY DATE:	7/14/2023 EXHIBIT DATE: 2/9/2024



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0332

Meeting Date: 5/15/2024

Department

Real Estate and Asset Management

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

Request approval of a Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement between Fulton County, a political subdivision of the State of Georgia, and 1858 Alpharetta Partners, LLC, for the purpose of granting Fulton County legal access to extend and maintain the sanitary sewer system at 101 Cumming Street, Alpharetta, Georgia 30009 (the Development).

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

Pursuant to Fulton County Code ("FCC") § 34-509, any building, residence, or other facility designed or used for human occupancy or congregation must provide a sewerage system within the building and that system must be connected to the public system in most situations, including the current development. In addition, pursuant to FCC § 1-117, the Board of Commissioners is vested with exclusive jurisdiction to direct and control all the property in the County, according to the law. Finally, O.C.G.A. § 36-10-1 requires that all contracts entered into by a county governing authority on behalf of a county be in writing and entered on the governing authority's minutes.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The Department of Real Estate and Asset Management (DREAM) and the Department of Public Works requests the approval of the Fulton Board of Commissioners to execute a Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement with 1858 Alpharetta Partners, LLC.

Environmental Protection Division, EPD regulations require that where a permitted public sanitary sewer system is available, developments and a property requiring sanitary sewer services shall obtain sanitary sewer service through an extension of the public service system.

1858 Alpharetta Partners, LLC, the Owner of the real property located at 101 Cumming Street, Alpharetta, Georgia 30009, has agreed to provide Fulton County easement access for the purpose of maintaining and expanding the county's sewer system within their Development.

The purpose of the Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement is to formalize maintenance responsibilities and conditions for legal access for Fulton County, 1858 Alpharetta Partners, LLC, and future owners that acquire the Development at 101 Cumming Street, Alpharetta, Georgia.

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

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

Project Implications: Approval of this Agreement will not compromise or restrict sewer services, nor will it impede access to the sewer line for necessary maintenance.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

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

Cross Reference:

Book 67159 Page 492

Book 64917 Page 638

After recording, please return to:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

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

This SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT ("Agreement") is made and entered into this 21 day of June, 2023, by and between 1858 Alpharetta Partners (hereinafter referred to as the "Owner") and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as the "County") (the words "Owner" and "County" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

WHEREAS, Owner is the owner of certain real property located on Land Lot 1253, of the 2-2 District of Fulton County, Georgia being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (hereinafter referred to as the "Development"); and

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

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

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

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

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

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

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

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

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

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

4. Access: Owner agrees to provide the County with unrestricted access to the sanitary sewer system for any purpose related to the operation and/or maintenance of the system. Owner does hereby grant, bargain, sell, and convey to County and to County's successors and assigns a perpetual non-exclusive easement to access, use, maintain, repair, upgrade, replace, relocate and remove underground sanitary sewer lines and associated facilities in the private roads located on any recorded plat(s) (hereinafter the "Plats") of said Development as described on **Exhibit "A"**. County's right to access the Easement shall include methods for gaining entry through any locked gates or fencing for the purpose of handling emergency repairs 24 hours a day, 7 days a week as well as for any other action related to the Sanitary Sewer System. The County's access rights shall be formalized in a permanent easement agreement that is recorded and dedicated to Fulton County in **Deed Book 67159, Page(s) 492**, Fulton County, Georgia Real Estate Records. If applicable, sanitary sewer system easements shall be depicted on the final plat.
5. Sanitary Sewer Quality, Monitoring, and Reports: The County shall provide and maintain sanitary sewer service of a quality that, at a minimum, meets State and Federal regulations and shall monitor and report the quality of the sanitary sewer system as required by such regulations. With respect to commercial and/or mixed-use developments, the County reserves the right to take samples internal to the system and require improvements including, but not limited to, sampling stations and flushing units as needed to maintain sanitary sewer quality.
6. Reservation of Rights: Owner reserves the right to use the Easement as described in **Deed Book 67159 Page 492** for any and all lawful purposes, except that such use may not unreasonably interfere with the exercise by County of its rights in the Easement granted hereby. Without limiting the generality of the foregoing: (i) Owner may grant and establish other easements in all or any part of the Easement, so long as the grant is lawful and does not materially interfere with the rights hereby granted to County, and (ii) Owner may construct within the Easement, streets, roads, parking lots, sidewalks, fences, landscaping, signage, lighting and other architectural or entry features that may be used in conjunction with the development or use of the Association's land, of which the Easement forms a part, however, such improvements may not cause damage to the sanitary sewer lines and associated facilities within the Easement. County shall use its best efforts not to interfere with or negatively impact the quiet enjoyment of Owner's members in the exercise by County of its rights pursuant to this Agreement. During periods of maintenance and repair, County shall endeavor to provide reasonable access for Owner and Owner's members and invitees across the Easement.

7. Responsibility for Maintenance and Repair:

(a) Residential-only Developments:

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

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

Any work performed by County pursuant to this Agreement shall be done in a good workmanlike manner.

- (b) **Commercial/Mixed-Use Developments:** Commercial/Mixed-Use developments are those developments which are not solely residential in nature. Owner shall promptly notify County of any identified system failures or needed maintenance or repairs. Owner shall be responsible for the performance and cost of all maintenance, repairs and improvements to the sanitary sewer system, including emergency repairs, as directed by the County or as may be required to meet the requirements of State and Federal regulations. All such effort shall be performed in compliance with applicable Fulton County Standards and building codes with respect to materials and methods and be performed by a licensed utility contractor or plumber where applicable. Owner shall provide timely notice to County and provide opportunity for County to observe and inspect Owner provided maintenance, repairs or improvements so County may determine that such maintenance, repairs or improvements to the system are in compliance with County Standards and applicable codes or regulations. Owner shall provide a report to County of all maintenance, repairs, or modifications to the system, to include materials and methods of construction and description of the work performed within 72 hours of performance. Notwithstanding the foregoing, the sanitary sewer system facilities installed by the County shall be the County's responsibility to maintain and repair.
- (c) **Street Maintenance.** The Owner shall be responsible for the adjustment to all sanitary sewer and sewer appurtenances (manhole covers, etc.) affected by street maintenance including repaving, seal coating, patching, crack sealing, topping, and etc. The Owner shall adjust sanitary sewer and sewer appurtenances to fit flush with the street surface. All sewer appurtenances shall be cleaned of asphalt at the time of paving. Adjustments to take place a minimum of 24-hours to a maximum of 120-hours after maintenance. Any curbing that is replaced shall be remarked with the appropriate symbol showing the location of sewer laterals (S) in the shoulder or pavement of the road. Sewer symbols shall be painted orange. Any adjustment to the shoulder grade will also require adjustments of all sewer appurtenances affected by the adjustment to the shoulder grade. The Owner will be responsible for the adjustment of the appurtenances to the new grade.

The Owner shall be responsible to promptly notify Fulton County Department of Public Works, Sanitary sewer Resources Unit at 404-612-3421 of any proposed maintenance. Fulton County personnel shall inspect and approve all work performed by the Owner that affects sanitary sewer and sewer appurtenances. All work shall be done in accordance with Fulton County Standards and Specifications to the satisfaction of Fulton County personnel.

8. Notification to Future Owners: Owner shall make known to future owners of Development or any portions thereof of the requirements of this Agreement. Owner shall cause the following language to be included in all sales contracts for first owner occupants of developed property and on all plats and deeds associated with Development or subdivided parcels: “The owner and developer of this property has entered into a SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT with Fulton County which describes certain obligations associated with the sanitary sewer system that are responsibilities of property owners within this development. The sanitary sewer system servicing this property and any subdivided parcels shall be owned by Fulton County for the purposes of providing sanitary sewer service of a quality meeting State and Federal Regulations. The owners of property served by the sanitary sewer system may be responsible for the cost of any and all maintenance and/or repair of the sanitary sewer system. The provision of an easement allowing Fulton County access to the sanitary sewer system for any reason shall not relieve property owners of their possible responsibility for the cost of maintenance and/or repair of the sanitary sewer system.”
9. Billing: Where a master meter is provided by County, Owner shall meter individual services on the sanitary sewer system using County standard meters and shall bill and collect fees for sanitary sewer usage by individual services. Individual services shall be billed based on County standard sanitary sewer service rates. Owner may incorporate a reasonable administrative fee for reading meters, calculating and transmitting bills, and collecting the fees for usage. Owner shall be responsible for any differential between master meter registered sanitary sewer usage and the sum of individual service sanitary sewer usage. Such usage shall be reconciled and billed on an annual basis or as otherwise deemed appropriate by County.
10. Indemnification: Owner, its successors and assigns, hereby agree to release, indemnify, defend and hold harmless the County, its Commissioners, officers, agents, employees, successors, assigns, elected officials, and any other person acting on its behalf, from and against any and all losses (including death), claims, demands, debts, damages, accounts, settlements, obligations, liabilities, costs, judgments and claims for attorney’s fees and/or expenses of litigation, and causes of action of any kind or nature, at law or in equity, arising out of the existence, installation, maintenance, repair, alteration, modification, deterioration or failure of any sanitary sewer systems or pipes located within Development. Said Owner hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sanitary sewer line for the use of the property as herein agreed.
11. Notices. All notices and communications required or permitted hereunder shall be in writing. Any notices or demands shall be deemed to have been duly and sufficiently given if a copy thereof has been personally served, forwarded by expedited messenger or recognized overnight courier service with evidence of delivery or mailed by United States registered or certified mail in an envelope properly stamped and addressed to the applicable party at the addresses identified below or at such other address as such party may theretofore have furnished to the other party by written notice. The effective date

of such notice shall be the date of actual delivery, except that if delivery is refused, the effective date of notice shall be the date delivery is refused. Notices shall be addressed as follows:

Owner:

1858 Alpharetta Partners
Steve Smith
6160 Peachtree Dunwoody Rd.
Suite B-500
Atlanta, GA 30328

County:

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

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

Revised 07152021

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

IN WITNESS WHEREOF, Owner has caused this instrument to be executed under seal as of the day and year first above written.

“OWNER”

1858 Alpharetta Partners

Signed, sealed and delivered

By: Steven C. Smith

As to Owner:

Printed Name: Steven C. Smith

Title: Managing Member

Unofficial Witness:

[Signature]

(COMPANY SEAL)

Sworn to and subscribed before me this the 21 day of June, 2023

[Signature]
Notary Public

My Commission Expires: July 19, 2024



FULTON COUNTY, GEORGIA

[Signature]
David Clark, Director
Department of Public Works

APPROVED AS TO FORM:

Office of the County Attorney

FULTON COUNTY, GEORGIA

Attest:

By: _____
Chairman, Board of Commissioners

Clerk of Commission

APPROVED AS TO CONTENT:

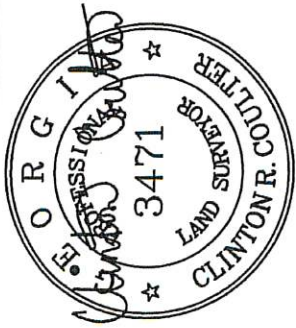
APPROVED AS TO FORM:

David E. Clark, Director
Department of Public Works

Y. Soo Jo, County Attorney

EXHIBIT "A"

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



06/16/2023

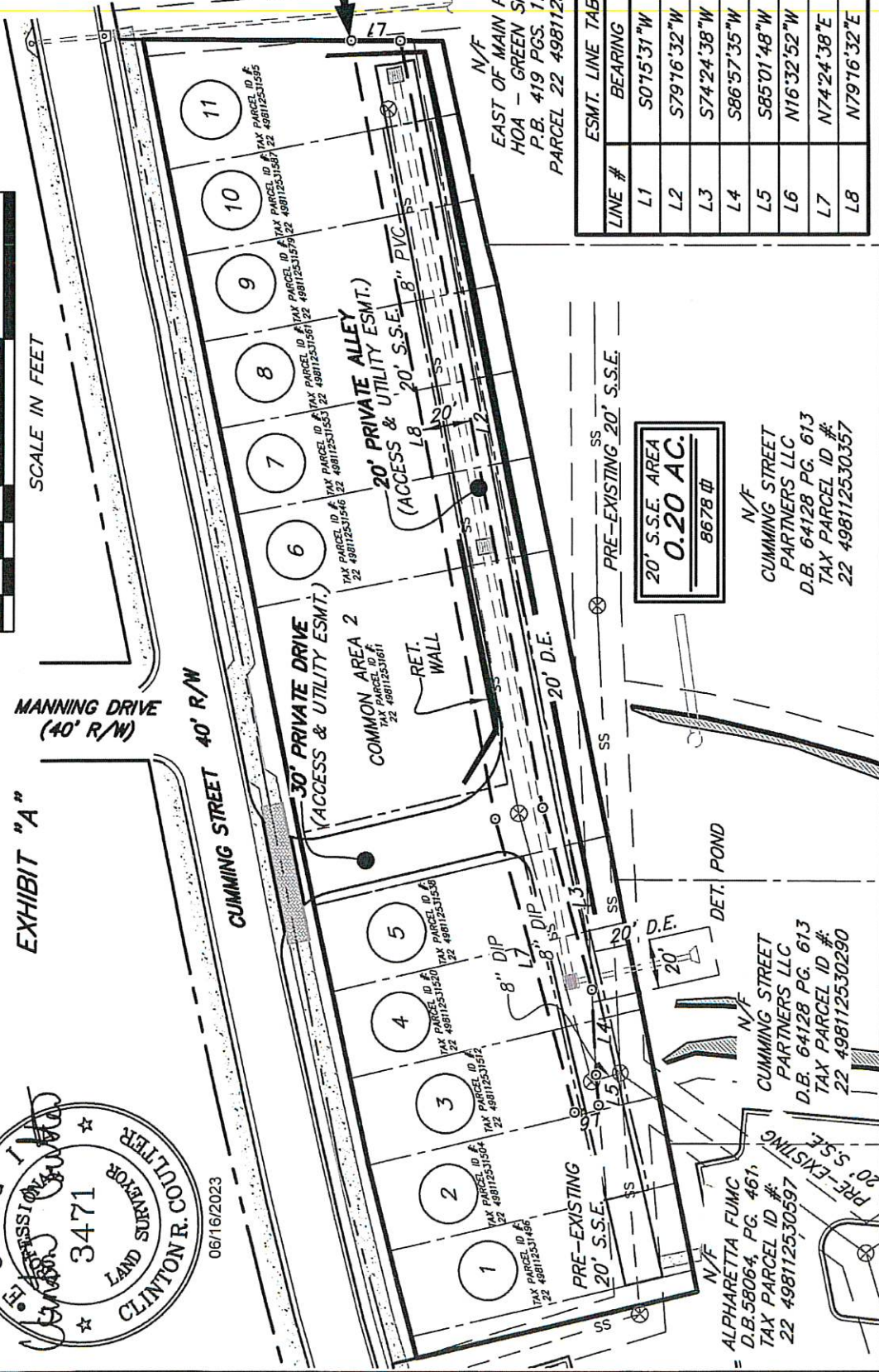


EXHIBIT "A"
CUMMING STREET 40' R/W
MANNING DRIVE (40' R/W)

N/F
 PERCY F. LIDBACK &
 SOPHIA A. LIDBACK
 D.B. 64221, PG. 73
 P.B. 419 PGS. 11-16
 PARCEL 22 498112530829

N.P.O.B.
 (GRID NORTH;
 GA WEST ZONE;
 NAD 83)
 N=1483752.237
 E=2258890.179

N/F
 EAST OF MAIN PH II
 HOA - GREEN SPACE
 P.B. 419 PGS. 11-16
 PARCEL 22 498112530839



LINE #	BEARING	DISTANCE
L1	S07°5'31"W	20.37'
L2	S79°16'32"W	319.73'
L3	S74°24'38"W	77.02'
L4	S86°57'35"W	34.57'
L5	S85°01'48"W	12.40'
L6	N16°32'52"W	10.20'
L7	N74°24'38"E	123.98'
L8	N79°16'32"E	324.45'

SEWER ESMT. EXHIBIT FOR:
THE 1858
109 CUMMING STREET
 TAX PARCELS 22 498112530357 & 22 498112530316
 LAND LOT 1253, 2nd DISTRICT, 2nd SECTION
 CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

SHEET TITLE
1 OF 2

811
 Know what's below.
 Call before you dig.

DRAWN BY: JJC
 JOB #: O/VISION DEVELOPMENT
 DATE: 06/16/2023

PREPARED IN THE OFFICE OF:

GASKINS + LECRAW
 © 2023 GASKINS + LECRAW, INC
 147 REINHARDT COLLEGE PKWY
 SUITE 3
 CANTON, GA 30114
 PHONE - 770.479.9698
 FAX - 770.479.7943
 www.gaskinslecrow.com
 PEP-008127

EXHIBIT "A"

20' SEWER EASEMENT DESCRIPTION

ALL OF THAT 20' SANITARY SEWER EASEMENT BEING IN LAND LOT 1253 OF THE 2ND DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY PROPERTY LINE OF LOT 11 OF THE 1858 DEVELOPMENT HAVING STATE PLANE COORDINATES NORTH: 1483752.237, EAST: 2258990.179 (GRID NORTH, GA WEST ZONE NAD 83), SAID POINT BEING THE POINT OF BEGINNING;

THENCE PROCEEDING ALONG SAID PROPERTY LINE SOUTH 00 DEGREES 15 MINUTES 31 SECONDS WEST A DISTANCE OF 20.37' TO A POINT;

THENCE DEPARTING SAID PROPERTY LINE SOUTH 79 DEGREES 16 MINUTES 32 SECONDS WEST A DISTANCE OF 319.73 FEET TO A POINT;

THENCE SOUTH 74 DEGREES 24 MINUTES 38 SECONDS WEST A DISTANCE OF 77.02 FEET TO A POINT ABUTTING A PRE-EXISTING 20' SANITARY SEWER EASEMENT;

THENCE PROCEEDING ALONG THE NORTHERLY SIDE OF SAID PRE-EXISTING 20' SANITARY SEWER EASEMENT SOUTH 86 DEGREES 57 MINUTES 35 SECONDS WEST A DISTANCE OF 34.57 FEET TO A POINT;

THENCE CONTINUING ALONG THE NORTHERLY SIDE OF SAID PRE-EXISTING 20' SANITARY SEWER EASEMENT SOUTH 85 DEGREES 01 MINUTES 48 SECONDS WEST A DISTANCE OF 12.40 FEET TO A POINT;

THENCE DEPARTING SAID PRE-EXISTING 20' SANITARY SEWER EASEMENT NORTH 16 DEGREES 32 MINUTES 52 SECONDS WEST A DISTANCE OF 10.20 FEET TO POINT;



THENCE NORTH 74 DEGREES 24 MINUTES 38 SECONDS EAST A DISTANCE OF 123.98 FEET TO A POINT;

THENCE NORTH 79 DEGREES 16 MINUTES 32 SECONDS EAST A DISTANCE OF 324.45 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

SAID 20' SEWER EASEMENT BEING 0.20 ACRES (8,678 SQUARE FEET) MORE OR LESS.



06/16/2023

<p>PREPARED IN THE OFFICE OF</p>  <p>GASKINS + LECRAW 2023 GASKINS + LECRAW, INC. 147 REINHARDT COLLEGE PARKWAY SUITE J CANTON, GA 30114 PHONE: 770 479 0559 FAX: 770 479 7693 www.gaskinslecrow.com PEFO09127</p>	 <p>Know what's below. Call before you dig.</p> <table border="1"> <tr> <td>DRAWN BY:</td> <td>JIC</td> </tr> <tr> <td>JOB #:</td> <td>0:VISION DEVELOPMENT</td> </tr> <tr> <td>DATE:</td> <td>06/16/2023</td> </tr> </table>	DRAWN BY:	JIC	JOB #:	0:VISION DEVELOPMENT	DATE:	06/16/2023	<p>SEWER ESMT. DESCRIPTION FOR:</p> <p>THE 1858 109 CUMMING STREET</p> <p>TAX PARCELS 22 498112530357 & 22 498112530316 LAND LOT 1253, 2nd DISTRICT, 2nd SECTION CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA</p>	<p>SHEET TITLE</p> <p>2 OF 2</p>
DRAWN BY:	JIC								
JOB #:	0:VISION DEVELOPMENT								
DATE:	06/16/2023								



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0333

Meeting Date: 5/15/2024

Department

Real Estate and Asset Management

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

Request approval of a Sewer Easement Dedication of 13,927 square feet to Fulton County, a political subdivision of the State of Georgia, from Wills Overlook, LLC, for the purpose of constructing the Wills Overlook Project at 531 State Highway 9, Alpharetta, Georgia 30009.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed Wills Overlook Project, a residential development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer service line connections acknowledge Fulton County's access rights in the area(s) in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement area to be conveyed to the County consists of 13,927 square feet and located in Land Lot 645 of the 1st District, 2nd Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

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

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

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

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

Project Name: Wills Overlook
Tax Parcel Identification No.: 12 246006450302, 12 246006450328 & 12 246006450146
Land Disturbance Permit No.: WRN23-075
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only
Approval Date: _____
Initials: _____

**SEWER LINE EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 17th day of November, 2023, between WILLS OVERLOOK LLC, a corporation duly organized under the laws of the State of GEORGIA, party of the first part (hereinafter referred to as Grantor), and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 645 of the 1st District, 2nd Section (if applicable) of Fulton County, Georgia, and more particularly described as follows: To wit:

Wills Overlook - Sanitary Sewer Easement

Project Name

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

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

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

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

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

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

Signed, sealed and delivered this 17th
day of November 2023
in the presence of:

[Signature]
Witness

[Signature]
Notary Public



[NOTARIAL SEAL]

GRANTOR: WILLS OVERLOOK, LLC
CORPORATE NAME

By: [Signature]
Print Name: PAUL NOGHARLI
Title: Authorized Person

By: _____
Print Name: _____
Title: _____

[CORPORATE SEAL]

ABBREVIATION LEGEND:

- AS - access easement
- CL - catch basin
- CP - catchment pond
- DM - ditch
- EM - easement
- EP - easement
- GP - gas pipe
- HP - hydraulic pipe
- IP - irrigation pipe
- MP - main pipe
- OP - oil pipe
- RP - riparian pipe
- SP - sanitary sewer pipe
- TP - telephone pipe
- UP - utility pipe
- VP - water pipe

SYMBOL LEGEND:

- 1/2" - 6" pipe
- 1/2" - 12" pipe
- 1/2" - 18" pipe
- 1/2" - 24" pipe
- 1/2" - 30" pipe
- 1/2" - 36" pipe
- 1/2" - 42" pipe
- 1/2" - 48" pipe
- 1/2" - 54" pipe
- 1/2" - 60" pipe
- 1/2" - 66" pipe
- 1/2" - 72" pipe
- 1/2" - 78" pipe
- 1/2" - 84" pipe
- 1/2" - 90" pipe
- 1/2" - 96" pipe
- 1/2" - 102" pipe
- 1/2" - 108" pipe
- 1/2" - 114" pipe
- 1/2" - 120" pipe
- 1/2" - 126" pipe
- 1/2" - 132" pipe
- 1/2" - 138" pipe
- 1/2" - 144" pipe
- 1/2" - 150" pipe
- 1/2" - 156" pipe
- 1/2" - 162" pipe
- 1/2" - 168" pipe
- 1/2" - 174" pipe
- 1/2" - 180" pipe
- 1/2" - 186" pipe
- 1/2" - 192" pipe
- 1/2" - 198" pipe
- 1/2" - 204" pipe
- 1/2" - 210" pipe
- 1/2" - 216" pipe
- 1/2" - 222" pipe
- 1/2" - 228" pipe
- 1/2" - 234" pipe
- 1/2" - 240" pipe
- 1/2" - 246" pipe
- 1/2" - 252" pipe
- 1/2" - 258" pipe
- 1/2" - 264" pipe
- 1/2" - 270" pipe
- 1/2" - 276" pipe
- 1/2" - 282" pipe
- 1/2" - 288" pipe
- 1/2" - 294" pipe
- 1/2" - 300" pipe
- 1/2" - 306" pipe
- 1/2" - 312" pipe
- 1/2" - 318" pipe
- 1/2" - 324" pipe
- 1/2" - 330" pipe
- 1/2" - 336" pipe
- 1/2" - 342" pipe
- 1/2" - 348" pipe
- 1/2" - 354" pipe
- 1/2" - 360" pipe

Legend: Tract 1 - 1.081 Acres, Tract 2 - 0.811 Acres, Tract 3 - 0.351 Acres. All tracts are part of parcel of land being and being located in the City of Atlanta, Fulton County, Georgia, and being more particularly described as follows: [Detailed description of the parcels and their boundaries, including references to previous surveys and legal descriptions.]

Legend: Tract 1 - 1.081 Acres, Tract 2 - 0.811 Acres, Tract 3 - 0.351 Acres. This plat shows the location and extent of the proposed sanitary sewer easement over the lands owned by Will's Overview, LLC, and the location and extent of the proposed sanitary sewer easement over the lands owned by the City of Atlanta, Fulton County, Georgia, and being more particularly described as follows: [Detailed description of the easements and their locations.]

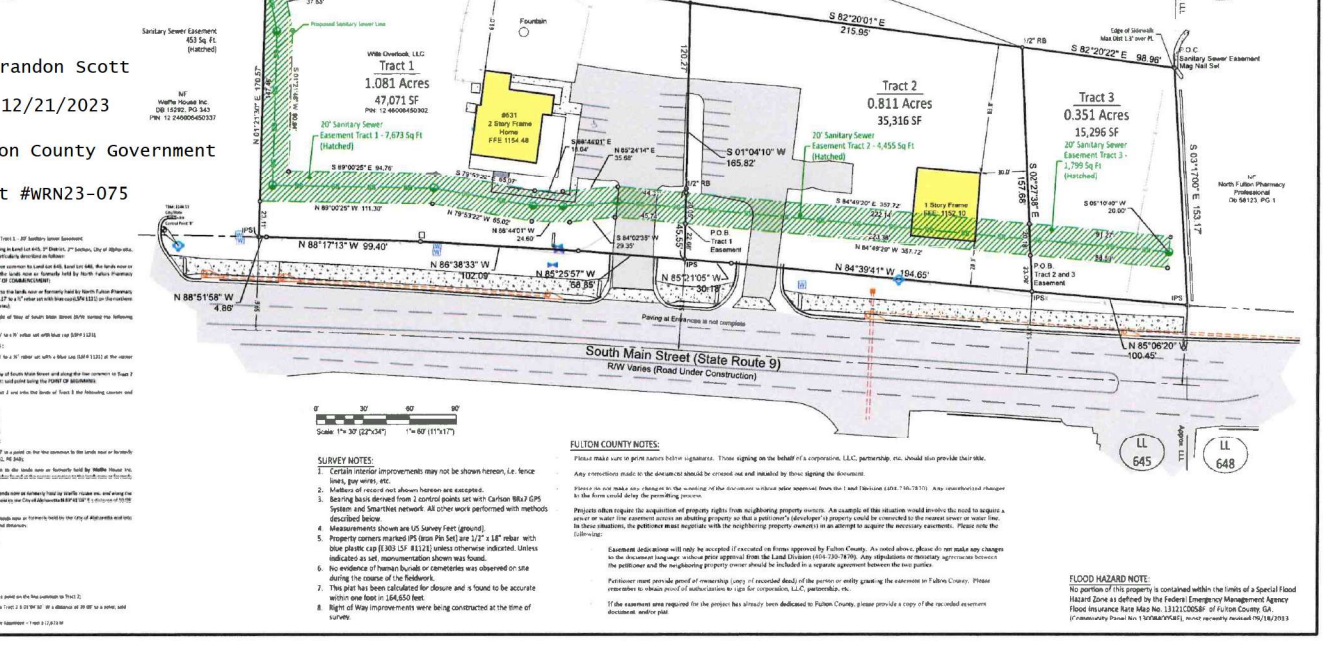
PARCEL INFORMATION:
 Parcel No: 12-246006450023 (Tract 1)
 12-246006450023 (Tract 2)
 12-246006450048 (Tract 3)

Property is Zoned DT-Mid, City of Atlanta
 Building setback lines are not shown hereon. Any setbacks and buffers shown are governed by the local jurisdiction and should be confirmed in writing prior to land planning or any construction activities.

REFERENCES:
 1. Quitclaim Deed to Morley Holdings-Coffee Plantation, LLC, recorded in Deed Book 33044, Page 584.
 2. Utility Warranty Deed to Morley Holdings-Coffee Plantation, LLC, recorded in Deed Book 34023, Page 582.
 3. Survey for James M. Green, prepared by Brombellow Burns dated 6/26/1979.
 4. Boundary, Topographic, and Tree Survey for Morley Holdings, LLC, dated 12/20/21 and last revised 03/08/22, prepared by Engineering M&L, LLC.



DESIGNED BY: Brandon Scott
 DATE: 12/21/2023
 CLIENT: Fulton County Government
 PROJECT: #WRN23-075



Engineering E303

Will's Overview, LLC
 City of Atlanta, Fulton County, Georgia
 138 Oldfield Street, Conley, Georgia 30088
 Phone: 770.442.0500
 www.willsoverview.com

Professional Engineer License No. 35039, State of Georgia

Civil Engineering, Land Surveying, Stream and Wetland Restoration

Drawn: KJT
 Date: 12/21/23
 Sheet: 1 of 1
 Project Number: 21-4874

Legal Description – Tract 1 – 20' Sanitary Sewer Easement

All that tract or parcel of land lying and being in Land Lot 645, 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

Commencing at a mag nail set on the corner common to Land Lot 645, Land Lot 648, the lands now or formerly held by City of Alpharetta and the lands now or formerly held by North Fulton Pharmacy Professional; said mag nail being the POINT OF COMMENCEMENT;

Thence continuing along the line common to the lands now or formerly held by North Fulton Pharmacy Professional S 03°17'00" E a distance of 153.17' to a ½" rebar set with blue cap (LSF# 1121) on the northern Right of Way of South Main Street (R/W Varies);

Thence continuing along the northern Right of Way of South Main Street (R/W Varies) the following courses and distances:

N 85°06'20" W a distance of 100.45' to a ½" rebar set with blue cap (LSF# 1121);

N 84°39'41" W a distance of 194.65';

N 85°21'05" W a distance of 30.18' to a ½" rebar set with a blue cap (LSF# 1121) at the corner common to Tract 2;

Thence departing the northern Right of Way of South Main Street and along the line common to Tract 2 N 01°04'10" E a distance of 22.68' to a point; said point being the POINT OF BEGINNING;

Thence departing the line common to Tract 2 and into the lands of Tract 1 the following courses and distances:

S 84°49'20" W a distance of 45.74';

S 84°02'35" W a distance of 29.35';

N 88°44'01" W a distance of 24.60';

N 79°53'22" W a distance of 65.02';

N 89°00'25" W a distance of 111.30' to a point on the line common to the lands now or formerly held by Waffle House Inc. (DB 15292, PG 343);

Thence continuing along the line common to the lands now or formerly held by Waffle House Inc. N 01°21'30" E a distance of 170.57' to a ½" rebar found at the corner common to the lands now or formerly held by City of Alpharetta;

Thence departing the line common to the lands now or formerly held by Waffle House Inc. and along the line common to the lands now or formerly held by the City of Alpharetta N 89°41'08" E a distance of 10.08' to a point;

Thence departing the line common to the lands now or formerly held by the City of Alpharetta and into the lands of Tract 1 the following courses and distances:

S 10°51'00" E a distance of 37.55';

DS Brandon Scott
BS 12/21/2023

Fulton County Government

Project #WRN23-075

S 01°21'48" W a distance of 90.94';

S 89°00'25" E a distance of 94.76';

S 79°53'22" E a distance of 65.07';

S 88°44'01" E a distance of 18.04';

N 85°24'14" E a distance of 35.68';

S 84°49'20" E a distance of 44.31' to a point on the line common to Tract 2;

Thence continuing along the line common to Tract 2 S 01°04'10" W a distance of 20.05' to a point; said point being the POINT OF BEGINNING;

Said easement is shown as 20' Sanitary Sewer Easement – Tract 1 (7,673 SF

ds 12/21/2023
BS

Brandon Scott

Fulton County Government

Project #WRN23-075

Legal Description – Tract 2 – 20' Sanitary Sewer Easement

All that tract or parcel of land lying and being in Land Lot 645, 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

Commencing at a mag nail set on the corner common to Land Lot 645, Land Lot 648, the lands now or formerly held by City of Alpharetta and the lands now or formerly held by North Fulton Pharmacy Professional; said mag nail being the POINT OF COMMENCEMENT;

Thence continuing along the line common to the lands now or formerly held by North Fulton Pharmacy Professional S 03°17'00" E a distance of 153.17' to a ½" rebar set with blue cap (LSF# 1121) on the northern Right of Way of South Main Street (R/W Varies);

Thence continuing along the northern Right of Way of South Main Street (R/W Varies) N 85°06'20" W a distance of 100.45' to a ½" rebar set with blue cap (LSF# 1121) found at the corner common to Tract 3;

Thence departing the northern Right of Way of South Main Street and along the line common to Tract 3 N 02°27'38" W a distance of 23.09' to a point; said point being the POINT OF BEGINNING;

Thence departing the line common to Tract 3 and into the lands of Tract 2 N 84°49'20" W a distance of 357.72' to a point on the line common to Tract 1;

Thence continuing along the line common to Tract 1 N 01°04'10" E a distance of 20.05' to a point;

Thence departing the line common to Tract 1 and into the lands of Tract 2 S 84°49'20" E a distance of 357.72' to a point on the line common to Tract 3;

Thence continuing along the line common to Tract 3 S 02°27'38" E a distance of 20.18' to a point; said point being the POINT OF BEGINNING;

Said easement is shown as 20' Sanitary Sewer Easement – Tract 2 (4,455 SF

Legal Description – Tract 3 – 20' Sanitary Sewer Easement

All that tract or parcel of land lying and being in Land Lot 645, 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

Commencing at a mag nail set on the corner common to Land Lot 645, Land Lot 648, the lands now or formerly held by City of Alpharetta and the lands now or formerly held by North Fulton Pharmacy Professional; said mag nail being the POINT OF COMMENCEMENT;

Thence continuing along the line common to the lands now or formerly held by North Fulton Pharmacy Professional S 03°17'00" E a distance of 153.17' to a ½" rebar set with blue cap (LSF# 1121) on the northern Right of Way of South Main Street (R/W Varies);

Thence continuing along the northern Right of Way of South Main Street (R/W Varies) N 85°06'20" W a distance of 100.45' to a ½" rebar set with blue cap (LSF# 1121) found at the corner common to Tract 2;

Thence departing the northern Right of Way of South Main Street and along the line common to Tract 2 N 02°27'38" W a distance of 23.09' to a point; said point being the POINT OF BEGINNING;

Thence continuing along the line common to Tract 2 N 02°27'38" W a distance of 20.18' to a point;

Thence departing the line common to Tract 2 and into the lands of Tract 3 the following courses and distances:

S 84°49'20" E a distance of 91.27';

S 05°10'40" W a distance of 20.00';

N 84°49'20" W a distance of 88.59' to a point on the line common to Tract 2; said point being the POINT OF BEGINNING;

Said easement is shown as 20' Sanitary Sewer Easement – Tract 3 (1,799 SF)



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0334

Meeting Date: 5/15/2024

Department

Real Estate and Asset Management

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

Request approval of a Sewer Easement Dedication of 15,597 square feet to Fulton County, a political subdivision of the State of Georgia, from Fulton Science Academy Private School, Inc., for the purpose of constructing the 3035 Fanfare Way, Georgia 30009.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed Fulton Science Academy - Phase III Project, a commercial development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer service line connections acknowledge Fulton County's access rights in the area(s) in which a connection is being made to the County's sewer system prior to the issuance of a Land Disturbance Permit. The easement area to be conveyed to the County consists of 15,597 square feet and is located in Land Lot 689 of the 1st District, 2nd Section of Fulton County,

Georgia.

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

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

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



EASEMENT DEDICATION INFORMATION SUMMARY

Fulton County Land Division
141 Pryor Street, Suite 8021
Atlanta, Georgia 30303
404-612-7870
404-730-7877 (fax)

FOR FULTON COUNTY USE ONLY

Project Name: _____ LDP Number: _____
 Development Type: _____ Zoning/Special Use Number: _____
 Easement Width (in Feet) _____
 Easement Type (circle one) Sewer Water Vault Water Line
 Approval Date & Initials _____

PETITIONER INFORMATION

(** Please attach business card if available **)

Developer Name: Fulton Science Academy Private School, Inc.
 Name of Entity or Person Dedicating Property:
 (if different than above) Fulton Science Academy
 Contact Person: Kenan Sener
 Contact Company (if different than above): _____
 Contact Phone Number: 678-366-2555
 Contact E-mail Address: ksener@fultonscienceacademy.org

SITE INFORMATION (TO BE COMPLETED BY PETITIONER)

District Number: 1 Section Number*: 2 Land Lot(s): 689
 *(if applicable)
 Tax Parcel Identification Number(s) of the **parcel(s) from which the easement is being dedicated** (Please note if property is a parent parcel to be subdivided): 12 260 006 894 23 7
 If the **property to be developed** was purchased within past three years, please provide the following information:
 Sales price: n/a
 Sales date: _____
 Total acreage: _____
 Do you anticipate that ownership of **parcel(s) from which the easement is being dedicated** will change within the next 60 days? (If yes, please provide date) no

*** THESE DOCUMENTS MAY ONLY BE RECORDED BY A REPRESENTATIVE OF THE LAND DIVISION. PLEASE DO NOT ATTEMPT TO RECORD THEM ON YOUR OWN. THANK YOU.***

Cross Reference:	
Book _____	Page _____
Book _____	Page _____

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

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

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

Project Name : Fulton Science Academy - Phase III
 Tax Parcel Identification No.: 12 260 006 894 237
 Land Disturbance Permit No.: WRN23-098
 Zoning/Special Use Permit No.: _____
 (if applicable)

<i>For Fulton County Use Only</i>	
Approval Date:	_____
Initials:	_____

**SEWER EASEMENT
 (Corporate Form)**

STATE OF GEORGIA,
 COUNTY OF FULTON

This indenture entered into this 15th day of April, 2024, between Fulton Science Academy Private School, Inc., a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 689, 2 Section (if applicable) of District 1, Fulton County, Georgia, and more particularly described as follows: To wit:

Fulton Science Academy - Phase III

Project Name

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

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

Special Provision

Said sewer easement was originally recorded in the Fulton County records in Deed Book 39097, 39097, page(s) 583, 585. The Grantor has requested that the original sewer alignment associated with this document be altered as shown on attached Exhibit "A". With the execution of this document, the original easement recorded in Deed Book 39097, 39097, page(s) 583, 585 is considered modified to the extent that the description on the exhibits are corrected herein. Said sewer easement modification shall not become effective until the new sewer alignment shown on Exhibit "A" has been installed to Fulton County standards and has been approved and accepted by the Fulton County Department of Public Works and/or the Fulton County Department of Environment and Community Development.

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

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

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

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

Signed, sealed and delivered this 15th day of April, 20 24
In the presence of:

GRANTOR: Fulton Science Academy Private School
CORPORATE NAME

[Signature]
Witness

By: [Signature]

Print Name: Kenan Sener

Title: Head of School

[Signature]
Notary Public

By: _____

Print Name: _____

Title: _____

[NOTARIAL SEAL]



[CORPORATE SEAL]

SEWER EASEMENT RELOCATION TRACT 1 POINT OF BEGINNING

POD "L"
CUP
N/F
WRPV XI PA ALPHARETTA, LLC
DB 50102 PG 484

A: 107.02' - R: 349.00'
B: N 10° 25' 05.16" E - C: 106.61'

N 01°38'00" E
178.03'

A: 288.06' - R: 381.00'
B: N 23° 17' 34" E - C: 281.25'

N 44°55'59" E
68.90'

TEMPORARY LANE
(VARIABLE WIDTH R/W) 25 MPH

FANFARE WAY
(VARIABLE WIDTH R/W) 25 MPH

IPS

POINT OF COMMENCEMENT

N/F
TRUST COMPANY
54856 PG 115

PROJECT: FULTON SCIENCE ACADEMY - PHASE III
ADDRESS: 3035 FANFARE WAY
ALPHARETTA, GA 30009
LAND LOT: 689
DISTRICT: 1ST
SECTION: 2ND
PID#: 12 260 006 894 23 7
EASEMENT AREA: TRACT 1 - 6,521 SF
TRACT 2 - 9,076 SF
GRANTOR: FULTON SCIENCE ACADEMY PRIVATE
SCHOOL, INC..
GRANTEE: FULTON COUNTY
DEED BOOK: 56415
PAGE: 0175
FUL CO PERMIT#: 23-098WR



PROJECT NO.: 22-4817
DRAWN BY: JLM
DATE: 3-8-2024
REVISED:

LEGEND
 WATER VAULT EASEMENT

EXISTING CONDITIONS OF EASEMENT
AREA IS A MIX OF WOODED AND
LANDSCAPED AREA.
PROPOSED CONDITION IS BENEATH
A PAVED DRIVE AISLE.

SEWER EASEMENT RELOCATION - EXHIBIT A

FULTON SCIENCE ACADEMY - PHASE III ALPHARETTA, GA

~DETENTION POND~
POND ELEV 1029.7 +/-
(AS MEASURED AT DATE OF FIELDWORK)

20' SANITARY SEWER EASEMENT
(SHOWN PER REFERENCE #1)

4/18/2024
Bjm

SHEET 1 OF 2



**SEWER EASEMENT RELOCATION TRACT 1
POINT OF BEGINNING**

**FANFARE WAY
(VARIABLE WIDTH R/W) 25 MPH**

**SEWER EASEMENT RELOCATION TRACT 1
0.15 ACRES (6,521 SF)**

**SEWER EASEMENT RELOCATION TRACT 2
0.21 ACRES (9,076 SF)**

**SEWER EASEMENT RELOCATION TRACT 2
POINT OF BEGINNING**

PROJECT: FULTON SCIENCE ACADEMY - PHASE III
 ADDRESS: 3035 FANFARE WAY
 ALPHARETTA, GA 30009
 LAND LOT: 689
 DISTRICT: 1ST
 SECTION: 2ND
 PID#: 12 260 006 894 23 7
 EASEMENT AREA: TRACT 1 - 6,521 SF
 TRACT 2 - 9,076 SF
 GRANTOR: FULTON SCIENCE ACADEMY PRIVATE
 SCHOOL, INC..
 GRANTEE: FULTON COUNTY
 DEED BOOK: 56415
 PAGE: 0175
 FUL CO PERMIT#: 23-098WR



AEC
 50 Warm Springs Circle
 Roswell, Georgia • 30075
 (770) 641-1942 • www.aecat.com

PROJECT NO.: 22-4817
 DRAWN BY: JLM
 DATE: 3-8-2024
 REVISED:

**SEWER EASEMENT
RELOCATION - EXHIBIT A**

**FULTON SCIENCE
ACADEMY - PHASE III
ALPHARETTA, GA**

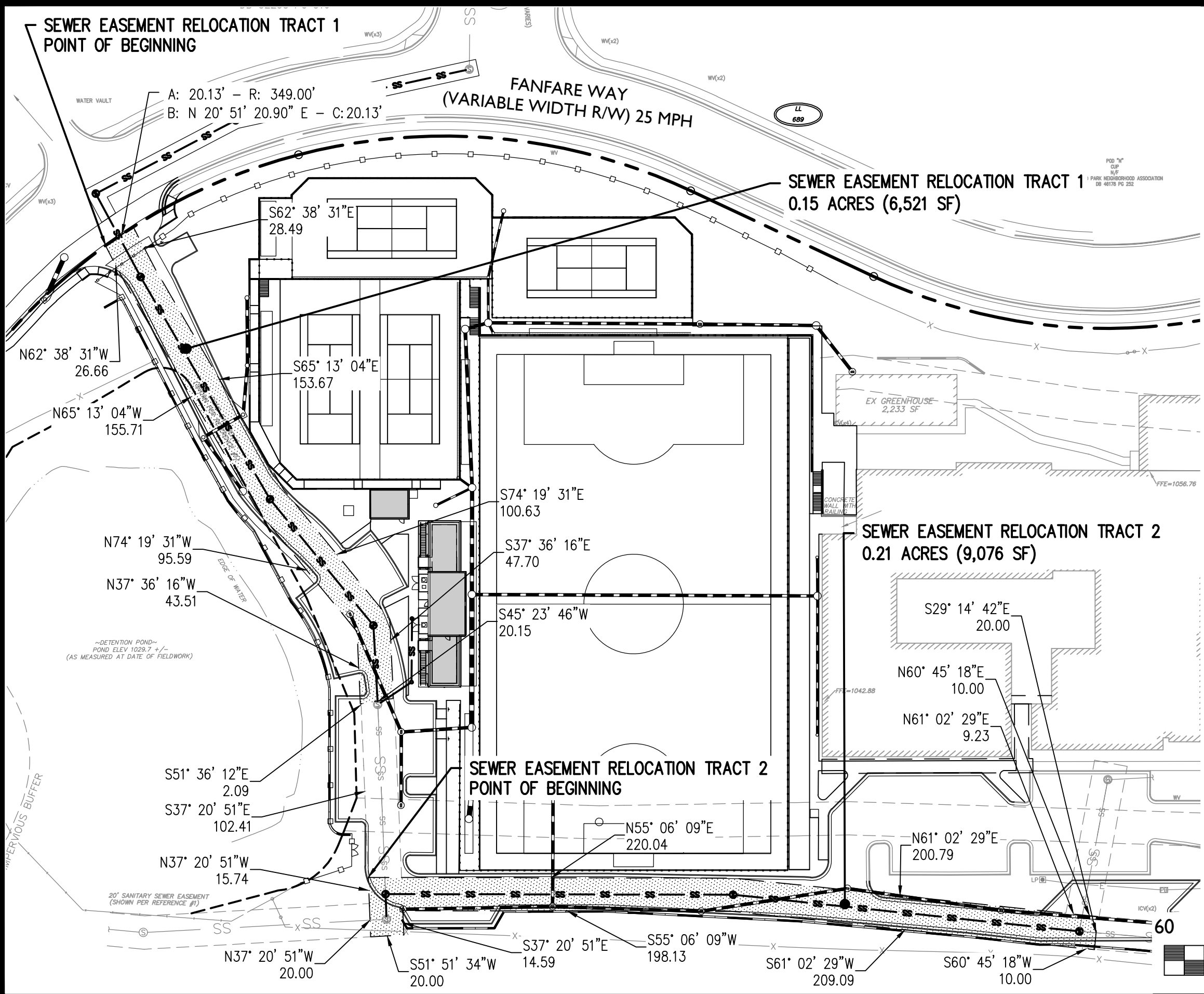
LEGEND
 WATER VAULT
 EASEMENT

EXISTING CONDITIONS OF EASEMENT
 AREA IS A MIX OF WOODED AND
 LANDSCAPED AREA.

PROPOSED CONDITION IS BENEATH
 A PAVED DRIVE AISLE.

4/18/2024
 Bjm

SHEET 2 OF 2



~DETENTION POND~
 POND ELEV 1029.7' +/-
 (AS MEASURED AT DATE OF FIELDWORK)

EX GREENHOUSE
 2,233 SF

CONCRETE
 WALL WITH
 RAILING

FFE=1056.76

FFE=1042.88

60

0

60

120

Exhibit A-1

Sewer Easement - Legal Description for Tract 1

Fulton Science Academy – Phase III

ALL THAT TRACT OR PARCEL of land being in Land Lots 689 of the 1st District, 2nd Section of Fulton County, Georgia; this description for tract 1 is based on information taken from a survey by Georgia Civil Inc. for Science Academy Private School dated 10-29-2015 and shown on an easement exhibit by AEC, Inc. dated March 8, 2024, being more particularly described as follows:

THE POINT OF COMMENCEMENT begins at an iron pin set (1/2" rebar) located along the northeasternly right-of-way found east of the intersection of Fanfare Way and Tempo Lane in land lot 689 of the 1st district 2nd section of Fulton County, Georgia,

Thence running along said right-of-way north 44 degrees 55 minutes 59 seconds east for 68.90 feet to a point;

Running thence 288.06 feet along the arc of a curve to the left, said curve having a radius of 381.00 feet being subtended by a chord of north 23 degrees 17 minutes and 34 seconds east 281.25 feet to a point;

Running thence north 01 degrees 38 minutes 00 seconds east for 178.03 feet to a point;

Running thence 107.02 feet along the arc of a curve to the right, said curve having a radius of 349.00 feet being subtended by a chord of north 10 degrees 25 minutes 5.16 seconds east for 106.61 feet to THE POINT OF BEGINNING;

from said POINT OF BEGINNING; running thence along said right-of-way 20.13 feet along the arc of a curve to the right, said curve having a radius of 349.00 feet being subtended by a chord of north 20 degrees 51 minutes 20.90 seconds east for 20.13 feet to a point;

thence departing said right-of-way south 62 degrees 38 minutes 31 seconds east for 28.49 feet to a point;

running thence south 65 degrees 13 minutes 04 seconds east for 153.67 feet to a point;

running thence south 74 degrees 19 minutes 31 seconds east for 100.63 feet to a point;

running thence south 37 degrees 36 minutes 16 seconds east for 47.70 feet to a point;

running thence south 45 degrees 23 minutes 46 seconds west for 20.15 feet to a point;

running thence north 37 degrees 36 minutes 16 seconds west for 43.51 feet to a point;

running thence north 74 degrees 19 minutes 31 seconds west for 95.59 feet to a point;

running thence north 65 degrees 13 minutes 04 seconds west for 155.71 feet to a point;

running thence north 62 degrees 38 minutes 31 seconds west for 26.66 feet to the POINT OF BEGINNING.

Said tract 1 of land contains 0.15 acres or 6,521 square feet.

Exhibit A-2

Sewer Easement - Legal Description for Tract 2

Fulton Science Academy – Phase III

ALL THAT TRACT OR PARCEL of land being in Land Lots 689 of the 1st District, 2nd Section of Fulton County, Georgia; this description for tract 2 is based on information taken from a survey by Georgia Civil Inc. for Science Academy Private School dated 10-29-2015 and shown on an easement exhibit by AEC, Inc. dated March 8, 2024, being more particularly described as follows:

THE POINT OF COMMENCEMENT begins at an iron pin set (1/2" rebar) located along the northeasternly right-of-way found east of the intersection of Fanfare Way and Tempo Lane in land lot 689 of the 1st district 2nd section of Fulton County, Georgia,

Thence running along said right-of-way north 44 degrees 55 minutes 59 seconds east for 68.90 feet to a point;

Running thence 288.06 feet along the arc of a curve to the left, said curve having a radius of 381.00 feet being subtended by a chord of north 23 degrees 17 minutes and 34 seconds east 281.25 feet to a point;

Running thence north 01 degrees 38 minutes 00 seconds east for 178.03 feet to a point;

Running thence 107.02 feet along the arc of a curve to the right, said curve having a radius of 349.00 feet being subtended by a chord of north 10 degrees 25 minutes 5.16 seconds east for 106.61 feet to a point;

running thence along said right-of-way 20.13 feet along the arc of a curve to the right, said curve having a radius of 349.00 feet being subtended by a chord of north 20 degrees 51 minutes 20.90 seconds east for 20.13 feet to a point;

thence departing said right-of-way, running south 62 degrees 38 minutes 31 seconds east for 28.49 feet to a point;

running thence south 65 degrees 13 minutes 04 seconds east for 153.67 feet to a point;

running thence south 74 degrees 19 minutes 31 seconds east for 100.63 feet to a point;

running thence south 37 degrees 36 minutes 16 seconds east for 47.70 feet to a point;

running thence south 45 degrees 23 minutes 46 seconds west for 20.15 feet to a point;

running thence south 51 degrees 36 minutes 12 seconds east for 2.09 feet to a point;

running thence south 37 degrees 20 minutes 51 seconds east 102.41 feet to THE POINT OF BEGINNING;

from said POINT OF BEGINNING;

running thence north 55 degrees 06 minutes 09 seconds east for 220.04 feet to a point;

running thence north 61 degrees 02 minutes 29 seconds east for 200.79 feet to a point;

running thence north 61 degrees 02 minutes 29 seconds east for 9.23 feet to a point;

running thence north 60 degrees 45 minutes 18 seconds east for 10.00 feet to a point;
running thence south 29 degrees 14 minutes 42 seconds east for 20.00 feet to a point;
running thence south 60 degrees 45 minutes 18 seconds west for 10.00 feet to a point;
running thence south 61 degrees 02 minutes 29 seconds west for 209.09 feet to a point;
running thence south 55 degrees 06 minutes 09 seconds west for 198.13 feet to a point;
running thence south 37 degrees 20 minutes 51 seconds east for 14.59 feet to a point;
running thence south 51 degrees 51 minutes 34 seconds west for 20.00 feet to a point;
running thence north 37 degrees 20 minutes 51 seconds west for 20.00 feet to a point;
running thence north 37 degrees 20 minutes 51 seconds west for 15.74 feet to the POINT OF
BEGINNING.

Said tract 2 of land contains 0.21 acres or 9,076 square feet.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0335

Meeting Date: 5/15/2024

Department

Real Estate and Asset Management

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

Request approval of a Sewer Easement Dedication of 22,307 square feet to Fulton County, a political subdivision of the State of Georgia, from Northwind Summit Development, L.P., owner, for the purpose of constructing the Northwinds Summit, Private Road Project at 0 Haynes Bridge Road, Alpharetta, Georgia 30009.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed Northwinds Summit Private Road Project, a commercial development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer service line connections acknowledge Fulton County's access rights in the area(s) in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement area to be conveyed to the County consists of 22,307

square feet and located in Land Lots 752, 753, 798, and 799 of the 1st District, 2nd Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

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

Cross Reference:
Book _____ Page _____
Book _____ Page _____

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

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

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

Project Name : NORTHWINDS SUMMIT
Tax Parcel Identification No.: 12-285007520713
Land Disturbance Permit No.: D230046 / WRN23-117
Zoning/Special Use Permit No.: MU (Multi-Use District)
(if applicable)

For Fulton County Use Only

Approval Date: 4/17/2024
Initials: Bjm

**SEWER EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 18th day of April, 2024, between **NORTHWIND SUMMIT DEVELOPMENT, L.P.**, a limited partnership, duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to **FULTON COUNTY** and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 752, 753, 798 and 799; 2nd Section (if applicable) of District 1, Fulton County, Georgia, and more particularly described as follows: To wit:

NORTHWINDS SUMMIT, PRIVATE ROAD

Project Name

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

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

Special Provision

Said sewer easement was originally recorded in the Fulton County records in Deed Book 59384, page(s) 12. The Grantor has requested that the original sewer alignment associated with this document be altered as shown on attached Exhibit "A". With the execution of this document, the original easement recorded in Deed Book 59384, page(s) 12 is considered modified to the extent that the description on the exhibits are corrected herein.

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

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

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

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

Signed, sealed and delivered this 18TH
day of APRIL, 2024
In the presence of:

[Signature]
Witness

[Signature]
Notary Public

GRANTOR: NORTHWIND SUMMIT DEVELOPMENT, L.P.

By: P&L Manager, LLC, a Georgia limited liability company, its General Partner
By: [Signature]
Print Name: LAWRENCE P. KELLY
Title: MANAGER

[NOTARIAL SEAL]



For Fulton County Use Only

Approval Date: 4/17/2024

Initials: Bjm

EXHIBIT A

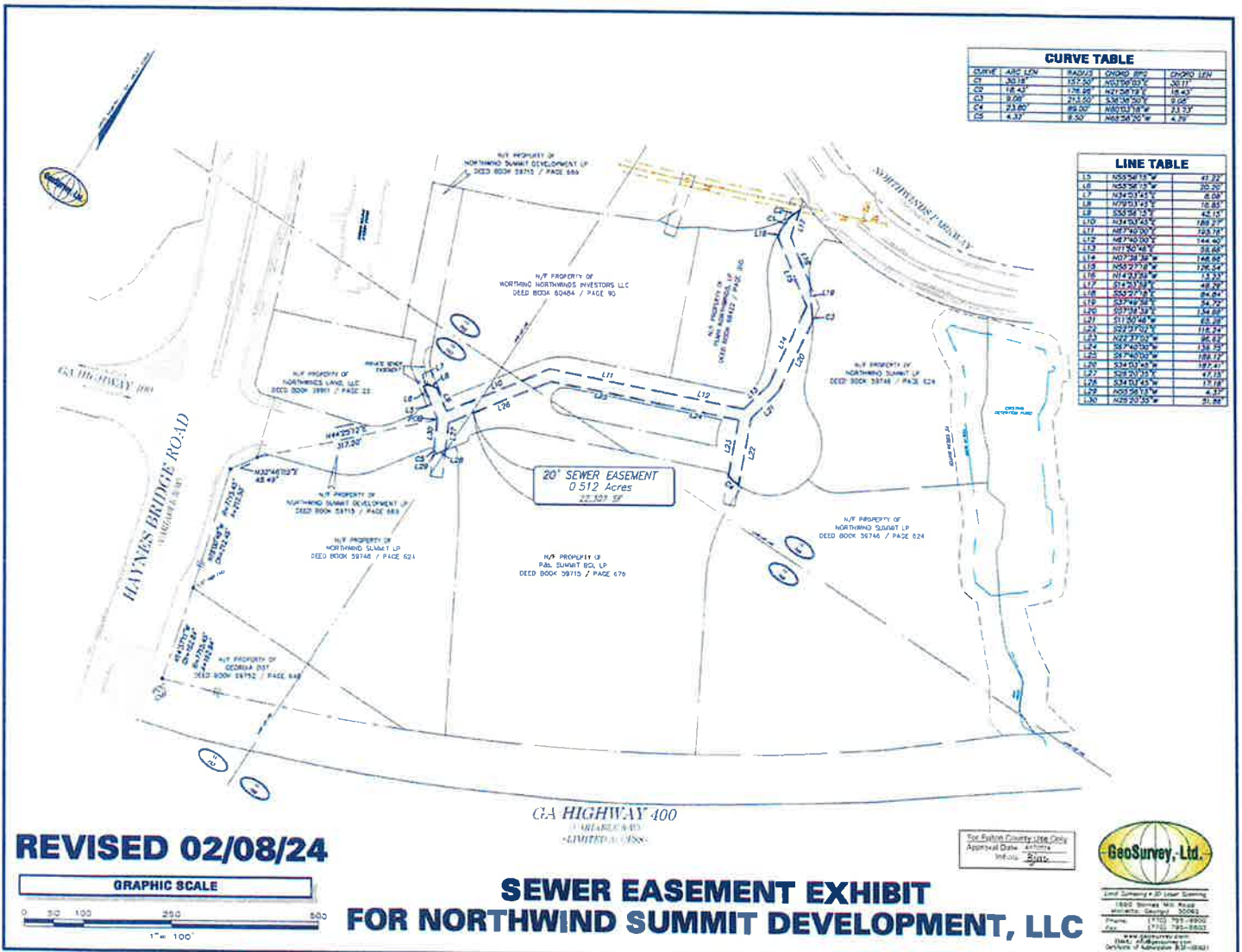
SEWER EASEMENT- Road Parcel revised 02/08/2024

All that tract or parcel of land lying and being in Land Lot 753, 798 and 799 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

Commencing at a concrete monument found at the intersection of the Northerly right-of-way of Georgia Highway 400 (variable right-of-way) and the Easterly right-of-way of Haynes Bridge Road (variable right-of-way); Thence along said right-of-way line of Haynes Bridge Road and following along a curve to the left having an arc length of 162.84 feet, with a radius of 7715.45 feet, being subtended by a chord bearing of North 14 degrees 37 minutes 11 seconds West, for a distance of 162.84 feet to a 1/2-inch rebar found; Thence along a curve to the left having an arc length of 212.50 feet, with a radius of 7715.45 feet, being subtended by a chord bearing of North 16 degrees 00 minutes 48 seconds West, for a distance of 212.49 feet to a point; Thence North 32 degrees 46 minutes 02 seconds East, a distance of 49.49 feet to a point; Thence North 44 degrees 25 minutes 12 seconds East, a distance of 317.20 feet to a point, said point being the TRUE POINT OF BEGINNING; Thence North 55 degrees 56 minutes 15 seconds West, a distance of 41.22 feet to a point; Thence North 55 degrees 56 minutes 15 seconds West, a distance of 20.20 feet to a point; Thence North 34 degrees 03 minutes 45 seconds East, a distance of 8.08 feet to a point; Thence North 79 degrees 03 minutes 45 seconds East, a distance of 16.85 feet to a point; Thence South 55 degrees 56 minutes 15 seconds East, a distance of 42.15 feet to a point; Thence North 34 degrees 03 minutes 45 seconds East, a distance of 189.27 feet to a point; Thence North 67 degrees 40 minutes 00 seconds East, a distance of 195.16 feet to a point; Thence North 67 degrees 40 minutes 00 seconds East, a distance of 144.40 feet to a point; Thence North 11 degrees 50 minutes 46 seconds East, a distance of 59.66 feet to a point; Thence North 07 degrees 36 minutes 39 seconds West, a distance of 148.66 feet to a point; Thence North 55 degrees 27 minutes 18 seconds West, a distance of 126.54 feet to a point; Thence North 14 degrees 23 minutes 59 seconds West, a distance of 13.23 feet to a point; Thence along a curve to the right having an arc length of 30.16 feet, with a radius of 157.50 feet, being subtended by a chord bearing of North 03 degrees 08 minutes 05 seconds East, for a distance of 30.11 feet to a point; Thence along a curve to the left having an arc length of 18.43 feet, with a radius of 176.96 feet, being subtended by a chord bearing of North 21 degrees 58 minutes 19 seconds East, for a distance of 18.43 feet to a point; Thence South 14 degrees 23 minutes 59 seconds East, a distance of 49.29 feet to a point; Thence South 55 degrees 27 minutes 18 seconds East, a distance of 84.84 feet to a point; Thence South 37 degrees 49 minutes 56 seconds East, a distance of 54.72 feet to a point; Thence along a curve to the right having an arc length of 9.08 feet, with a radius of 213.50 feet, being subtended by a chord bearing of South 36 degrees 36 minutes 50 seconds East, for a distance of 9.08 feet to a point; Thence South 07 degrees 36 minutes 39 seconds East, a distance of 134.66 feet to a point; Thence South 11 degrees 50 minutes 46 seconds West, a distance of 65.28 feet to a point; Thence South 22 degrees 37 minutes 02 seconds East, a distance of 116.24 feet to a point; Thence along a curve to the right having an arc length of 23.80 feet, with a radius of 89.00 feet, being subtended by a chord bearing of North 80 degrees 03 minutes 18 seconds West, for a distance of 23.73 feet to a point; Thence North 22 degrees 37 minutes 02 seconds West, a distance of 96.62 feet to a point; Thence South 67 degrees 40 minutes 00 seconds West, a distance of 139.75 feet to a point; Thence South 67 degrees 40 minutes 00 seconds West, a distance of 189.12 feet to a point; Thence South 34 degrees 03 minutes 45 seconds West, a distance of 187.41 feet to a point; Thence South 26 degrees 20 minutes 35 seconds East, a distance of 47.15 feet to a point; Thence South 34 degrees 03 minutes 45 seconds West, a distance of 17.18 feet to a point; Thence North 55 degrees 56 minutes 15 seconds West, a distance of 4.37 feet to a point; Thence along a curve to the left having an arc length of 4.32 feet, with a radius of 9.50 feet, being subtended by a chord bearing of North 68 degrees 58 minutes 20 seconds West, for a distance of 4.29 feet to a point; Thence North 26 degrees 20 minutes 35 seconds West, a distance of 51.86 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said easement contains 0.512 acres or 22,307 square feet.

[SEE ATTACHED DEPICTION]



CURVE TABLE					
CURVE	ARC LEN	RADIUS	CHORD BEG	CHORD END	CHORD LEN
C1	183.34'	152.50'	N02°59'03"E	S00°11'	207.71'
C2	18.43'	178.25'	N72°58'18"E	S18°43'	18.43'
C3	8.06'	213.50'	S34°38'50"E	S05°05'	8.06'
C4	23.80'	85.00'	N02°52'18"E	S23°33'	23.80'
C5	4.33'	85.00'	N02°52'18"E	S23°33'	4.33'

LINE TABLE		
L1	S55°52'13"E	47.72'
L2	S55°58'13"W	20.20'
L3	N04°01'45"E	8.03'
L4	N09°53'13"E	10.85'
L5	S55°58'13"W	42.75'
L6	N04°01'45"E	789.77'
L7	N07°40'00"E	725.71'
L8	N07°40'00"E	144.40'
L9	N07°40'00"E	26.68'
L10	N07°40'00"E	148.56'
L11	N05°21'18"E	726.54'
L12	N14°23'18"E	13.20'
L13	N07°40'00"E	48.00'
L14	N07°40'00"E	84.84'
L15	N07°40'00"E	24.72'
L16	N07°40'00"E	134.88'
L17	N11°50'48"W	68.38'
L18	N07°40'00"E	116.52'
L19	N07°40'00"E	138.72'
L20	N07°40'00"E	188.72'
L21	S34°30'45"E	187.41'
L22	N02°50'15"E	47.15'
L23	S34°30'45"E	17.18'
L24	N05°58'18"E	4.75'
L25	N29°20'35"W	31.88'

REVISED 02/08/24



**SEWER EASEMENT EXHIBIT
FOR NORTHWIND SUMMIT DEVELOPMENT, LLC**

For Eastern County Use Only
Approval Date: _____
Initials: _____



Equal Opportunity & Affirmative Action
1800 Barnes Ave. Road
Atlanta, Georgia 30366
Phone: (404) 521-9900
Fax: (404) 792-8833
www.geosurvey.com
Date of Publication: 02/08/24
Date of Submission: 02/08/24



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0336

Meeting Date: 5/15/2024

Department

Real Estate and Asset Management

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

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Pulte Home Company, LLC for the purpose granting conditional approval to allow stormwater piping to remain within a portion of the County's existing sanitary sewer easement at 0 Lakefield Drive (a/k/a 11354 Technology Circle), Johns Creek, Georgia 30097.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: Pulte Home Company, LLC, the owner of the real property located at 0 Lakefield Drive (a/k/a 11354 Technology Circle), Johns Creek, Georgia 30097, has requested the conditional approval of the Fulton County Board of Commissioners to allow stormwater infrastructure to remain within a portion of the County's existing sewer easement onsite.

At the request of the fee simple property owner, Pulte Home Company, LLC, the Fulton County Department of Real Estate and Asset Management, DREAM and the Fulton County Department of Public Works request approval to amend the terms of the County's sewer easement for this location.

The Department of Public Works has completed an on-site assessment of the encroachment area of approximately 1,697 square feet and confirmed that the County's sewer system will not be adversely impacted and can continue to be properly maintained if this encroachment is granted.

The purpose of the Indemnification Agreement is to affirm the terms of Fulton County's conditional approval of the encroachment of private improvements within the County's sewer easement area at 0 Lakefield Drive (a/k/a 11354 Technology Circle), Johns Creek, Georgia 30097.

Community Impact: The Indemnification Agreement allows Fulton County full access to maintain its sanitary sewer service line while granting the property owner the conditional approval to allow stormwater piping to remain within a portion of the County's existing sanitary sewer easement area.

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

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

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

Cross Reference

Plat Book 65691, Page 678 AND 673
Deed Book 66988, Page 298

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this 18th day of April, 2023, between PULTE HOME COMPANY, LLC as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor (hereinafter, as "Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, "the County").

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

1. Owner warrants that he is the full and true owner and has clear title to that certain property known as Embry, 11354 Technology Circle, Johns Creek, GA 30097, and as more fully described in that certain conveyance recorded in Deed Book 65691, Page 678 of Fulton County, Georgia records, on which Owner desires to install certain private improvements (the "Private Improvements") as more fully described in Exhibit "A", attached hereto and incorporated herein by reference

2. Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one) 66988, Page 298 of Fulton County, Georgia records, and hereby grants Owner, a License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility private improvements as same are more fully described in Exhibit "A".

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

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

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

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

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

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

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

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

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

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

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

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


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

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

OWNER: PULTE HOME COMPANY, LLC
Attn: Andrew Burk
2475 Northwinds Pkwy #600
Alpharetta, GA 30009

RE Land Lot(s) 397 and 398 District 1st

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

Signatures: 

Jason Garrett, VP Land Development


Owner: PULTE HOME COMPANY, LLC

Address: 2475 Northwinds Pkwy #600

Alpharetta, Georgia, 30009

Signed, sealed and delivered in

the presence of:

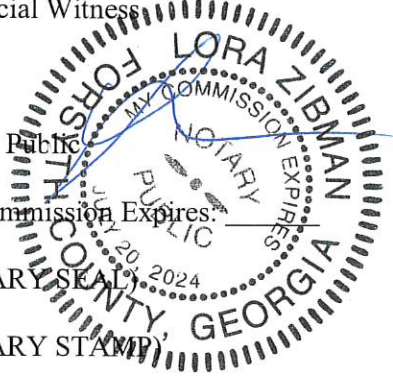

Unofficial Witness

Notary Public

My Commission Expires: _____

(NOTARY SEAL)

(NOTARY STAMP)



(Authorized Party to Bind Said Entity)

Attest:

FULTON COUNTY, GEORGIA

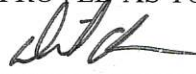
By: _____

Clerk of the Commission

Chairman, Board of Commissioners

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

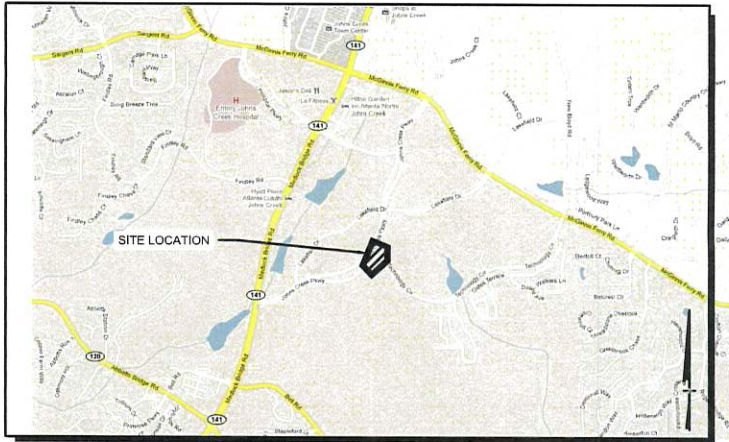

David E. Clark, Director
Department of Public Works

County Attorney

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Line Table		
Line #	Length	Direction
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L9	54.95	N40°33'49"W
L10	89.85	N35°42'52"W
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L12	367.79	N17°18'25"E
L13	44.00	S72°41'35"E
L14	79.58	S17°18'25"W
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L18	14.50	S17°18'25"W
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SITE LOCATION MAP
NOT TO SCALE

SITE DATA
 ADDRESS: 11354 TECHNOLOGY CIRCLE
 JOHNS CREEK, GA 30097
 PARCEL ID: 11 107003970142
 SITE AREA: 4.42 AC
 ZONING: TR-TOWNHOUSE

OWNER OF RECORD /SUBDIVIDER
 STEVEN GRESHAM
 PULTE HOME COMPANY, LLC
 ADDRESS: 2475 NORTHWINDS PKWY
 SUITE 600
 ALPHARETTA, GA 30022
 PHONE: 404-569-2011

LEGEND

 SEWER EASEMENT

 STORM PIPES ENTERING EASEMENT

ENCROACHMENT TABLE
 STORMWATER PIPE: 1696.71 SQ-FT



SHEET 1 OF 4

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 ARBORISTS • LANDSCAPE ARCHITECTURE • WATER RESOURCES
 350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
 (770)451-2741 WWW.PEC.PLUS
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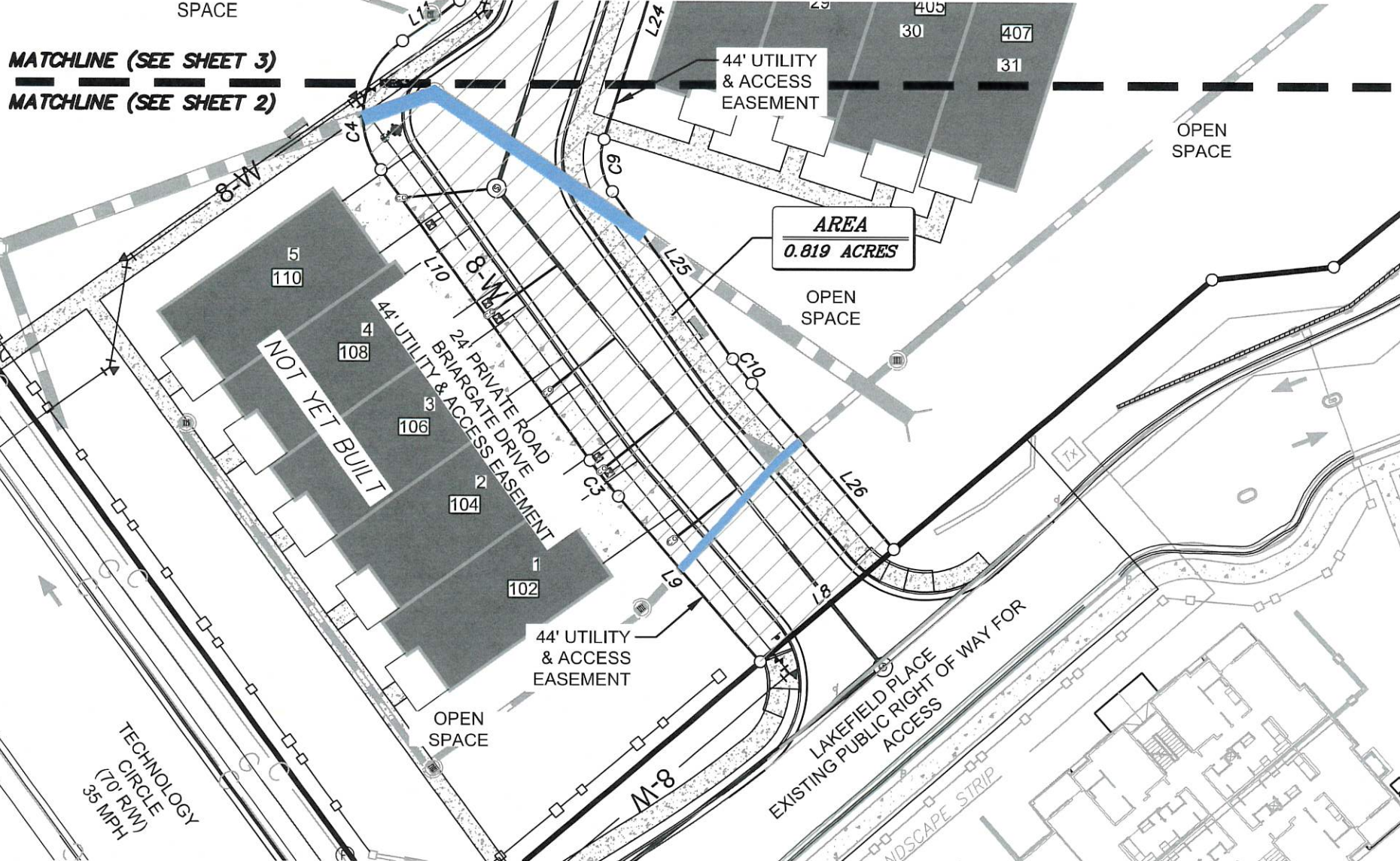
LDP NUMBER: 22-024-WR **SEWER EASEMENT EXHIBIT**
FOR:
EMBRY
 COUNTY FULTON
 STATE OF GEORGIA
 CITY OF JOHNS CREEK
 LAND LOT(S) 397 & 398
 DISTRICT 1st

AB
 04/20/23

DRAWN BY: MCS
 CHECKED BY: MCS
 FILE NO.: 18024.00
 DATE: 03/27/23
 SCALE: 1"=40'



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SHEET 2 OF 4

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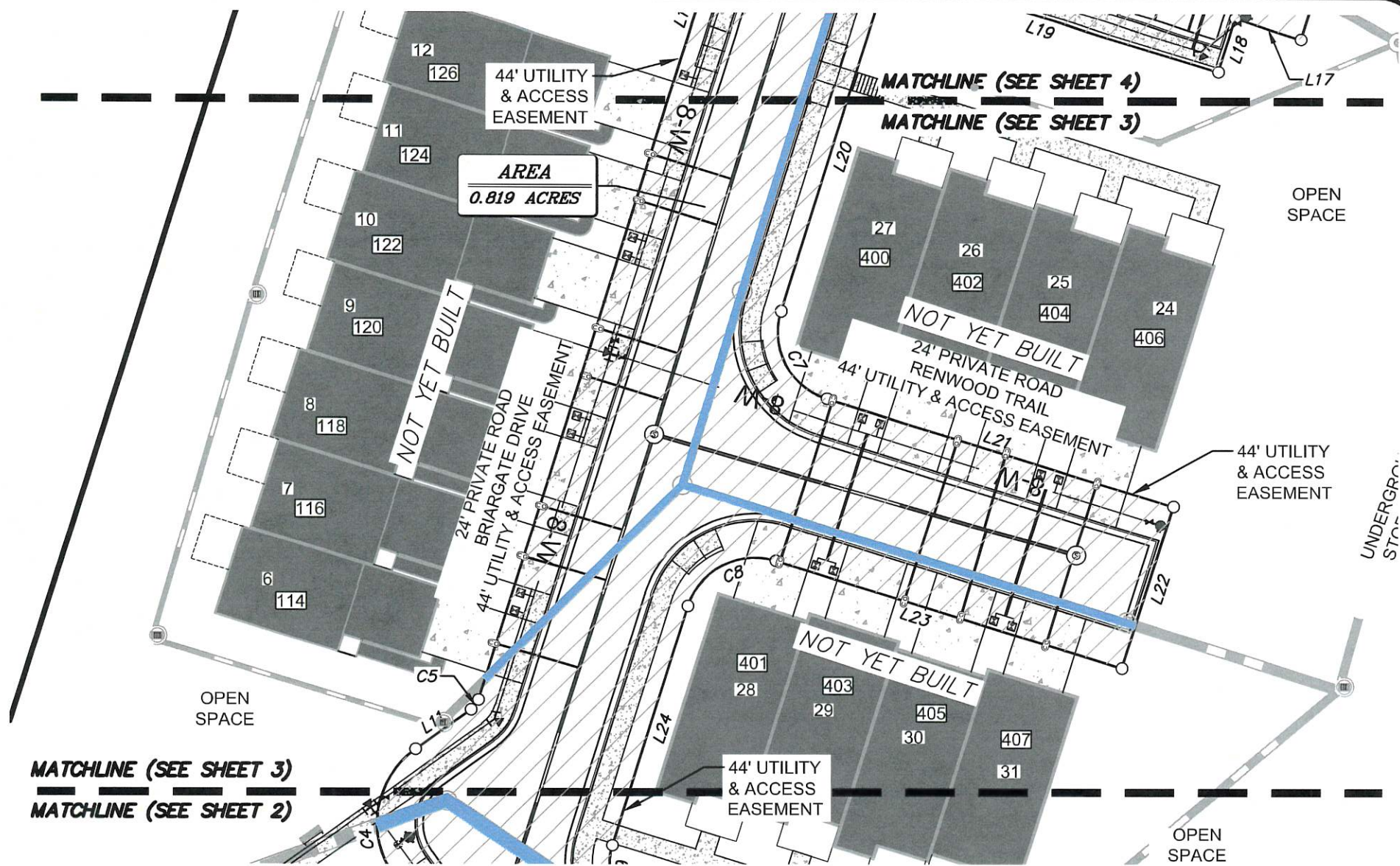
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SHEET 3 OF 4

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STATE OF STATE
CITY OF JOHNS CREEK
LAND LOT(S) 397 & 398
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FOR:
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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0337

Meeting Date: 5/15/2024

Department

Real Estate and Asset Management

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

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Pulte Home Company, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 0 Lakefield Drive (a/k/a 11354 Technology Circle), Johns Creek, Georgia 30097.

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

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

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

Regional Leadership

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: Pulte Home Company, LLC, the owner of the real property located at 0 Lakefield Drive (a/k/a 11354 Technology Circle), Johns Creek, Georgia 30097 has requested the conditional approval of the Fulton County Board of Commissioners to allow stormwater infrastructure to remain within a portion of the County's existing water line easement.

At the request of the fee simple property owner, Pulte Home Company, LLC, the Fulton County Department of Real Estate and Asset Management (DREAM) and the Fulton County Department of Public Works request approval to amend the terms of the County's water line easement for this location.

The Department of Public works has completed an onsite assessment of the encroachment area of approximately 1,697 square feet and confirmed the County's water system will not be adversely impacted and can continue to be properly maintained if this encroachment is granted.

The purpose of the Indemnification Agreement is to affirm the terms of Fulton County's conditional approval of the encroachment of private improvements within the County's water line easement area at 0 Lakefield Drive (a/k/a 11354 Technology Circle), Johns Creek, Georgia 30097.

Community Impact: The Indemnification Agreement allows Fulton County full access to maintain its water line while granting the property owner the conditional approval to allow stormwater infrastructure to remain within a portion of the County's water line easement area.

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

Project Implications: No negative impacts to water service or access to the water line will result by allowing stormwater infrastructure to remain on the property within the vicinity of the water line.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

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

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

Cross Reference

Plat Book 65691, Page 678 and 673
Deed Book 66988, Page 290

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this 18th day of April, 2023, between PULTE HOME COMPANY, LLC as a citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor (hereinafter, as "Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, "the County").

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

1.

Fulton County grants Owner, "the License" to enter within a portions of its water meter easement as referenced in and recorded at Plat Book 65691, page 678 of Fulton County, Georgia records, as more fully described in Exhibit "A" which is attached hereto and incorporated herein, to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility private improvements as same is more fully described in Exhibit "A".

2.

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

3.

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

4.

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

5.

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

6.

Fulton County personnel and /or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements when needed to protect the health, safety and general welfare of the public.

7.

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

8.

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

9.

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

10.

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

11.

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

12.

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

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

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

OWNER: PULTE HOME COMPANY, LLC
Attn: Andrew Burk
2475 Northwinds Parkway #600
Alpharetta, GA 30009
Re: Embry, Land Lot 397 and 398, District 1st

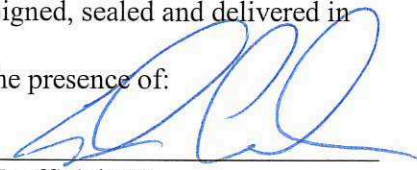
IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures: 

Jason Garrett, VP Land Development

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Address: 2475 Northwinds Pkwy #600

Alpharetta, Georgia, 30009

Signed, sealed and delivered in the presence of: 

Unofficial Witness

Notary Public

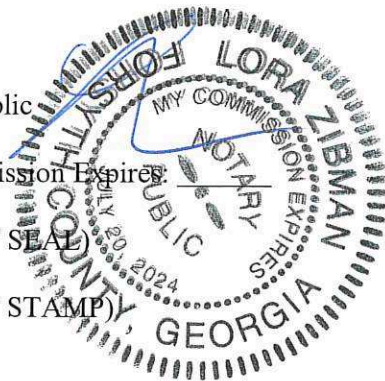
My Commission Expires:

(NOTARY SEAL)

(NOTARY STAMP)

Attest:

Clerk of the Commission



(Authorized Party to Bind Said Entity)

FULTON COUNTY, GEORGIA

By: _____

Chairman, Board of Commissioners

APPROVED AS TO CONTENT:



David E. Clark, Director
Department of Public Works

APPROVED AS TO FORM:

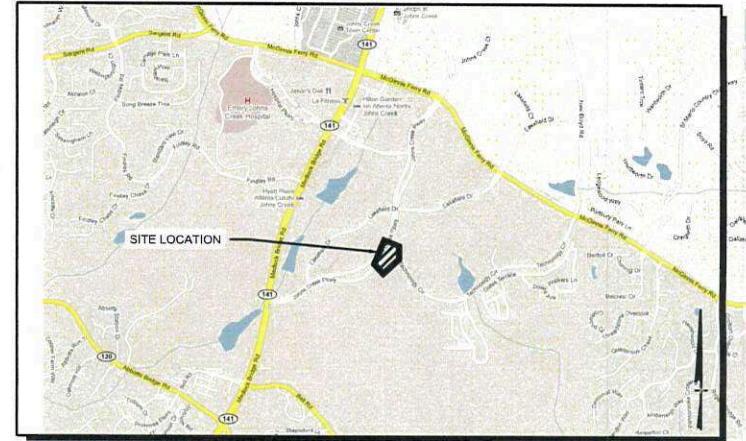
County Attorney

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SITE LOCATION MAP
NOT TO SCALE

SITE DATA

ADDRESS: 11354 TECHNOLOGY CIRCLE
JOHNS CREEK, GA 30097
PARCEL ID: 11 107003970142
SITE AREA: 4.42 AC
ZONING: TR-TOWNHOUSE

LEGEND

-  WATER EASEMENT
-  STORM PIPES ENTERING EASEMENT

OWNER OF RECORD /SUBDIVIDER

STEVEN GRESHAM
PULTE HOME COMPANY, LLC

ADDRESS: 2475 NORTHWINDS PKWY
SUITE 600
ALPHARETTA, GA 30022

PHONE: 404-569-2011

ENCROACHMENT TABLE

STORMWATER PIPE: 1696.71 SQ-FT



SHEET 1 OF 4



350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770)451-2741 WWW.PEC.PLUS
C.O.A.-LSF000004

LDP NUMBER: 22-024-WR **WATER EASEMENT EXHIBIT**

COUNTY FULTON
STATE OF STATE
CITY OF JOHNS CREEK
LAND LOT(S) 397 & 398
DISTRICT 1st

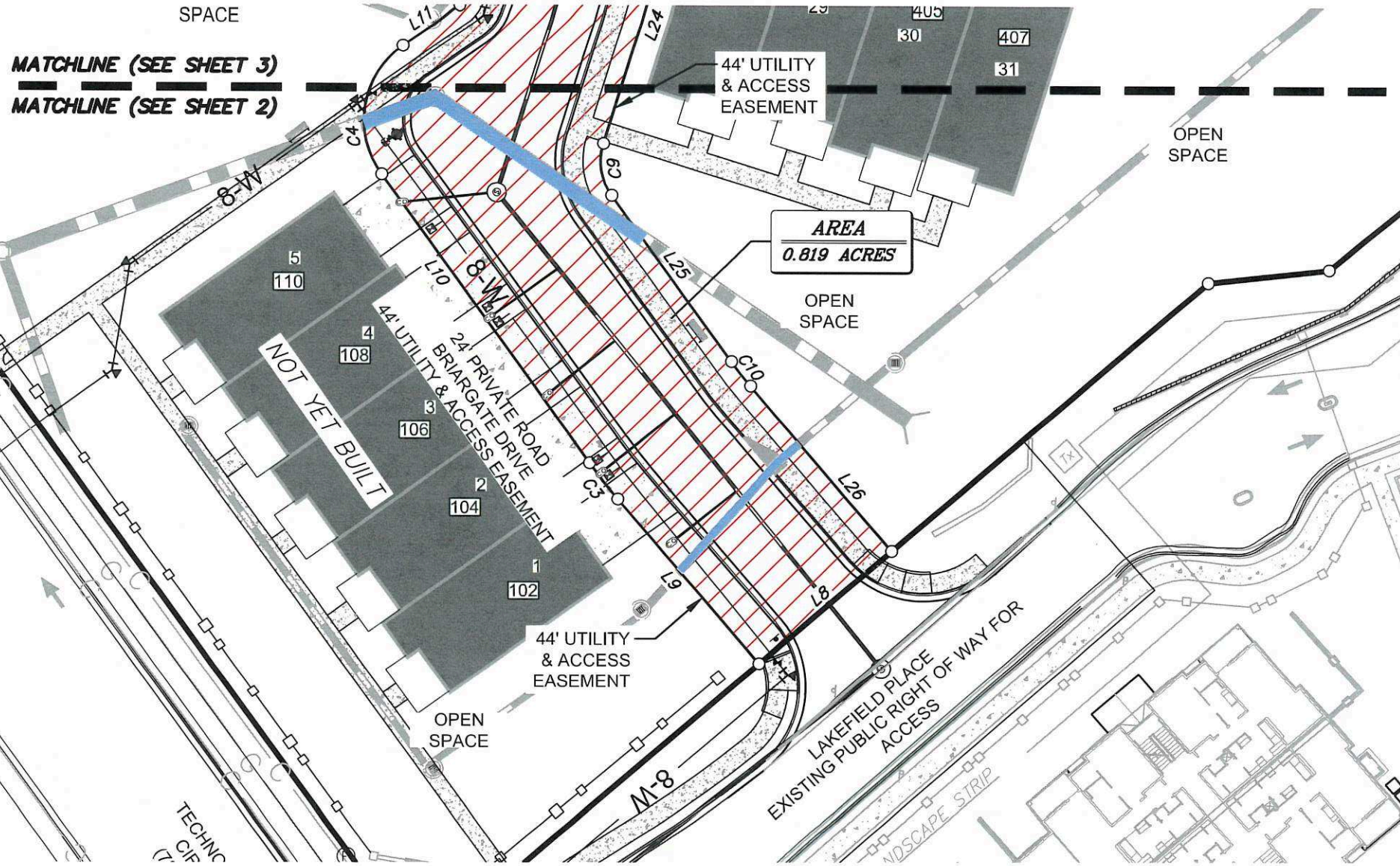
FOR:
EMBRY

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SHEET 2 OF 4

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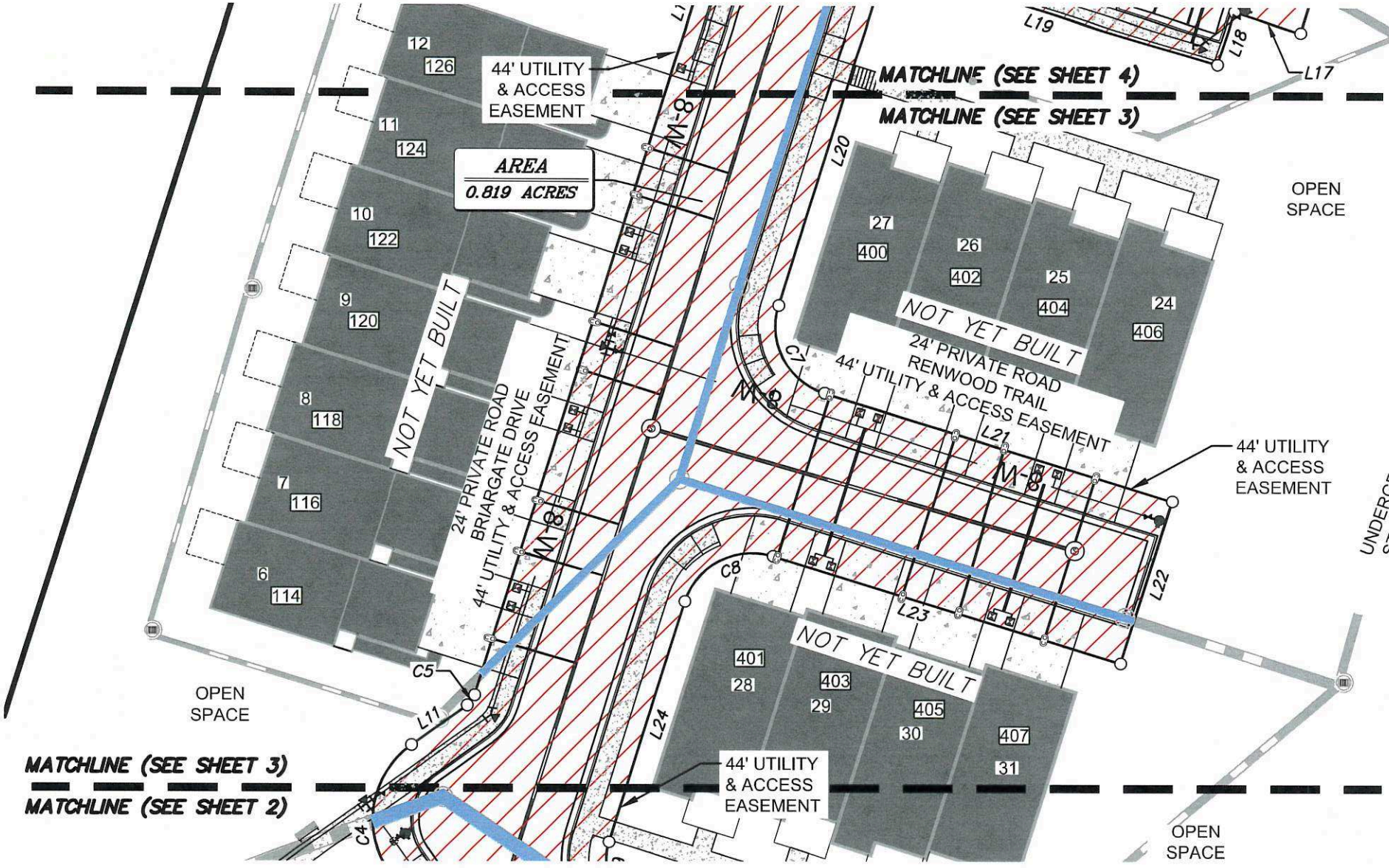
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SHEET 3 OF 4

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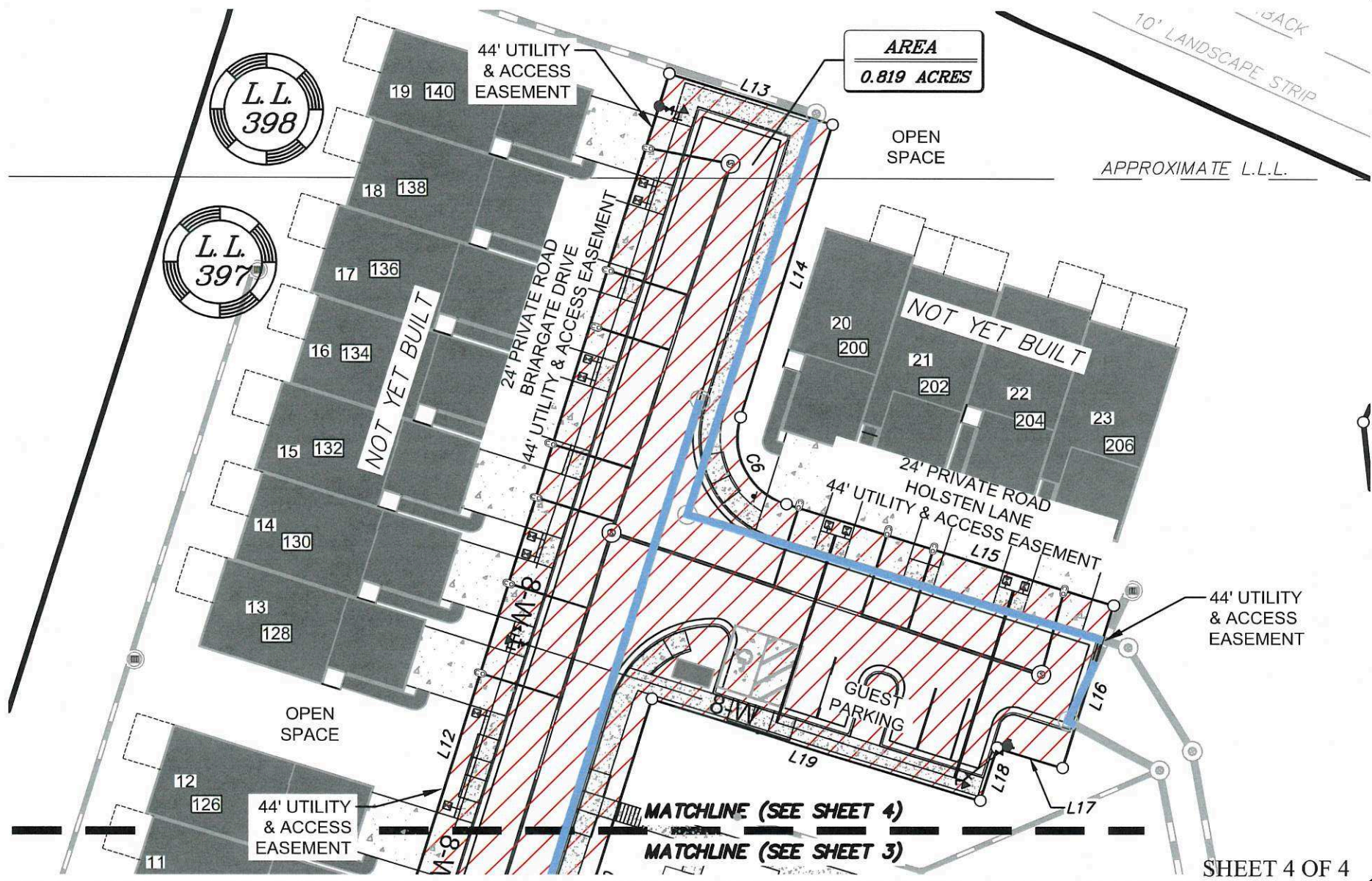
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LAND PLANNING • SURVEYING & CONSTRUCTION • CIVIL ENGINEERING •
ARBORISTS • LANDSCAPE ARCHITECTURE • WATER RESOURCES

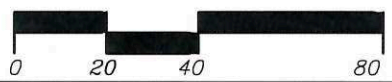
350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770)451-2741 WWW.PEC.PLUS
C.O.A.-LSF000004

LDP NUMBER: 22-024-WR **WATER EASEMENT EXHIBIT**
FOR:
EMBRY

COUNTY FULTON
STATE OF STATE
CITY OF JOHNS CREEK
LAND LOT(S) 397 & 398
DISTRICT 1st

AB
04/20/23

DRAWN BY: MCS
CHECKED BY: MCS
FILE NO.: 18024.00
DATE: 03/27/23
SCALE: 1"=40'





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0338

Meeting Date: 5/15/2024

Department

Superior Court Administration

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

Request approval to accept a name change and authorize the Department of Purchasing & Contract Compliance to reflect the name change from The Georgia Council on Substance Abuse, Inc., to Georgia Council for Recovery, Inc. Effective upon BOC approval.

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

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for 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?

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 accept a name change from The Georgia Council on Substance Abuse, Inc., to Georgia Council for Recovery, Inc.

Scope of Work: According to the Georgia Secretary of State, The Georgia Council on Substance Abuse, Inc., amended its application to transact business in this state by filing an amendment

changing its name to Georgia Council for Recovery, Inc., effective March 30, 2023. To be in compliance with Fulton County Government policies and contract agreement terms and conditions, the name change should be approved by the Fulton County Board of Commissioners. There are no changes in the terms and conditions of the contract, and services will continue to be provided at the same level required for the project.

Community Impact: The Georgia Council for Recovery, Inc., is an independent advocacy organization dedicated to reducing the impact of substance use disorders in our communities through education, advocacy, and training.

Department Recommendation: Superior Court recommends approval of this name change request to properly reflect the correct legal name.

Project Implications: The Georgia Council for Recovery, Inc., is part of the SAMSHA Grant H79T1081170 award and provides essential support services to help achieve established programmatic outcomes for client participants.

Community Issues/Concerns: No issues or concerns.

Department Issues/Concerns: No issues or concerns.

Fiscal Impact / Funding Source

Funding Line 1:

None - No Cost Extension

Exhibit A: Agenda Item #: 23-0581

Exhibit B: Secretary of State - Certificate of Amendment Name Change

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

THE GEORGIA COUNCIL ON SUBSTANCE ABUSE, INC.
a Domestic Nonprofit Corporation

has filed articles/certificate of amendment in the Office of the Secretary of State on 03/30/2023 changing its name to

Georgia Council for Recovery, Inc.
a Domestic Nonprofit Corporation

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 04/03/2023.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF AMENDMENT

Electronically Filed
Secretary of State
Filing Date: 3/30/2023 2:32:21 PM

Article 1

Business Name : THE GEORGIA COUNCIL ON SUBSTANCE ABUSE, INC.
Control Number : K221686

Article 2

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

New Business Name : Georgia Council for Recovery, Inc.
Effective Date : 03/30/2023

Article 3

The date of the adoption of the amendment was: 11/16/2022

Article 3

The amendment was adopted by the board of directors :
With member approval.

Article 4

The date of the adoption of the amendment was: 11/16/2022

Article 5

The undersigned does hereby certify that a request for publication of a notice of the filing of articles of amendment to change the corporation's name along with the publication fee of \$40.00 has been forwarded to the legal organ of the county of the registered office as requested by O.C.G.A 14-3-1005.1.

Authorizer Information

Authorizer Signature : Marcea O'Brien

Authorizer Title : Chairperson of the Board of Directors



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0341

Meeting Date: 5/15/2024

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

Presentation of Proclamations and Certificates.

Proclamation recognizing “National Military Appreciation Month.” **(Abdur-Rahman/Pitts)**

Proclamation recognizing “Jewish American Heritage Appreciation Month.” **(Barrett/Pitts)**

Proclamation recognizing “Public Works Week.” **(Ellis/Thorne)**

Proclamation recognizing “Certified Public Manager’s Appreciation Day.” **(Hall/Arrington)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0343

Meeting Date: 5/15/2024

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

Presentation: Fulton-DeKalb Hospital Authority



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0344

Meeting Date: 5/15/2024

Department

County Manager

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

Presentation of the Fulton County Operational Report.

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

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

Open and Responsible Government

Commission Districts Affected

All Districts

District 1

District 2

District 3

District 4

District 5

District 6

Is this a purchasing item?

No



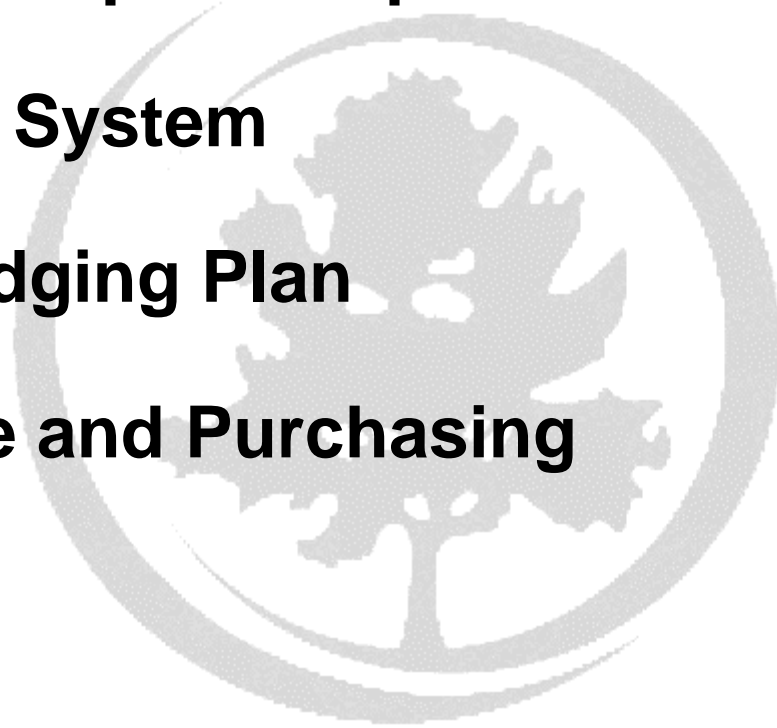
Fulton County Operational Report

May 15, 2024

Board of Commissioners Meeting

AGENDA

- **Cyber Response Update**
- **Justice System**
- **Jail Bridging Plan**
- **Finance and Purchasing**





Cyber Response Updates

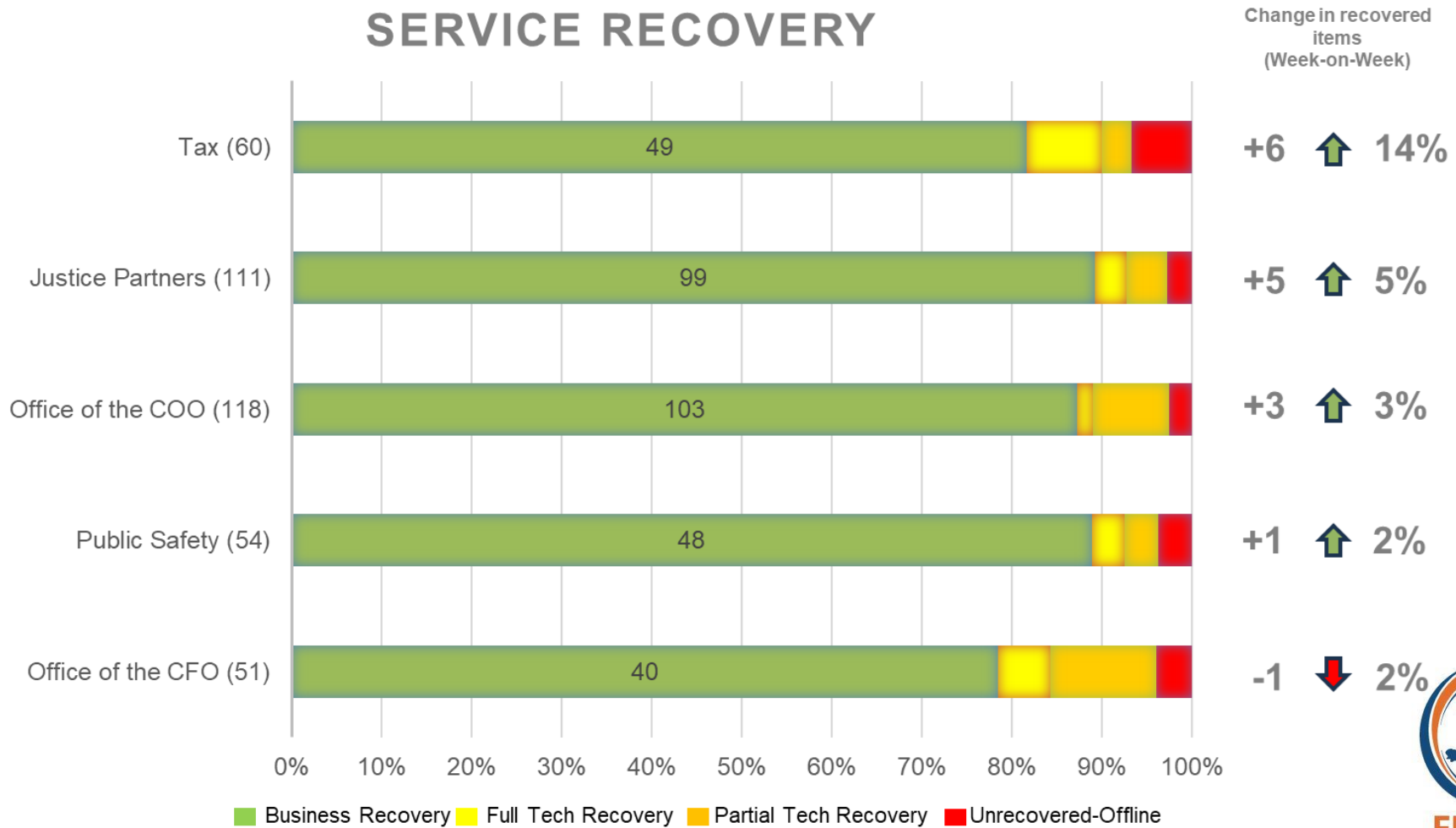
Cyber Response Updates

- **Program Management Office established and tracking 375 services for restoration**
- **90% of services have been restored and remaining projected by end of May.**
- **All major systems (justice, tax, ERP, and telephony) have been moved to the cloud**
- **Leadership continues to meet daily to track progress and intervene where necessary**
- **Staff have completed annual cybersecurity training**



Cyber Response Updates

SERVICE RECOVERY



Cyber Response Updates

Final outstanding items:

- Call Center Features
- Digital Signage at courts & libraries
- Budget reporting functionality & preparation for 2025 budget development
- Vendor Self Service



***Customers who experience any difficulties to contact us
at customerservice@fultoncountyga.gov
or at 404-612-4000***



Election Support

- **Early Voting began on April 29 at 36 locations. Early voting will end on May 17.**
- **Polls are fully staffed**
- **Prepared for a successful May 21 Primary**
- **Municipal election concluded and refund notices provided to cities, and checks issued on May 10th**





QUESTIONS



Project ORCA & Justice System



FULTON COUNTY GOVERNMENT

Project **ORCA** & Justice System Update

MAY 15, 2024

AGENDA

01 ORCA CASE REDUCTION

02 CUMULATIVE CASE REDUCTION

03 JAIL POPULATION UPDATE

PROJECT OVERVIEW

Since the beginning of COVID-19, the Fulton County Court System has amassed a significant and unprecedented level of cases. Project ORCA will address this challenge by utilizing a combination of capacity expansion and productivity enhancement initiatives to expedite the case adjudication process.

CASE ACCUMULATION DEFINED

All cases (hearings, filings, applications) that were initiated before and during the pandemic (including those currently awaiting formal charging or filing) that have been impacted due to current limitations at various stages of the case administration process.



The COVID-19 Case Resolution Project began on **December 6, 2021** with **148,209** open and active cases.

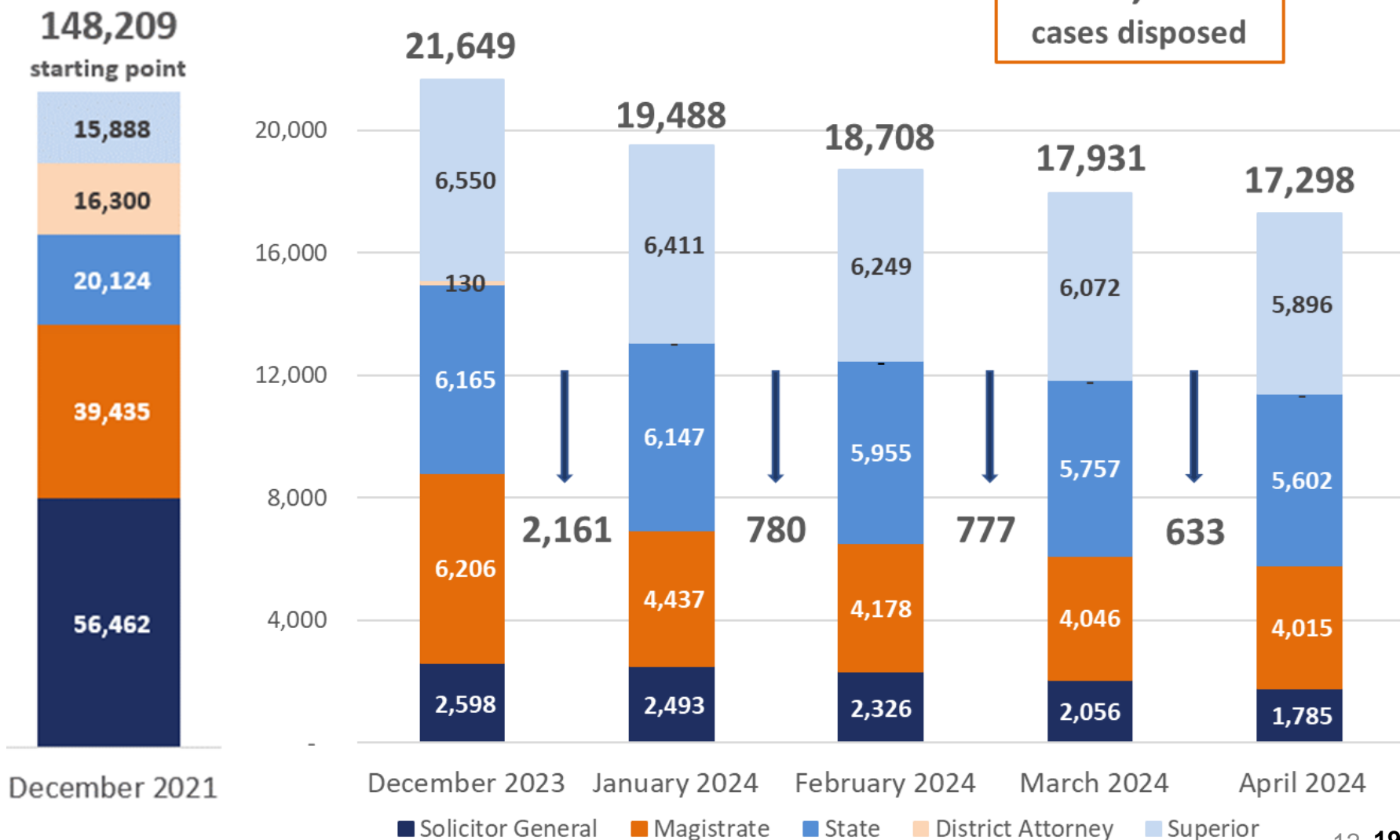
As of **April 30, 2024**, **130,911** cases have been disposed. There are **17,298** pending open and active cases.

PROJECT ORCA CASE REDUCTION

DISPOSITIONS BY OFFICE



130,911
cases disposed



PROJECT ORCA CASE REDUCTION

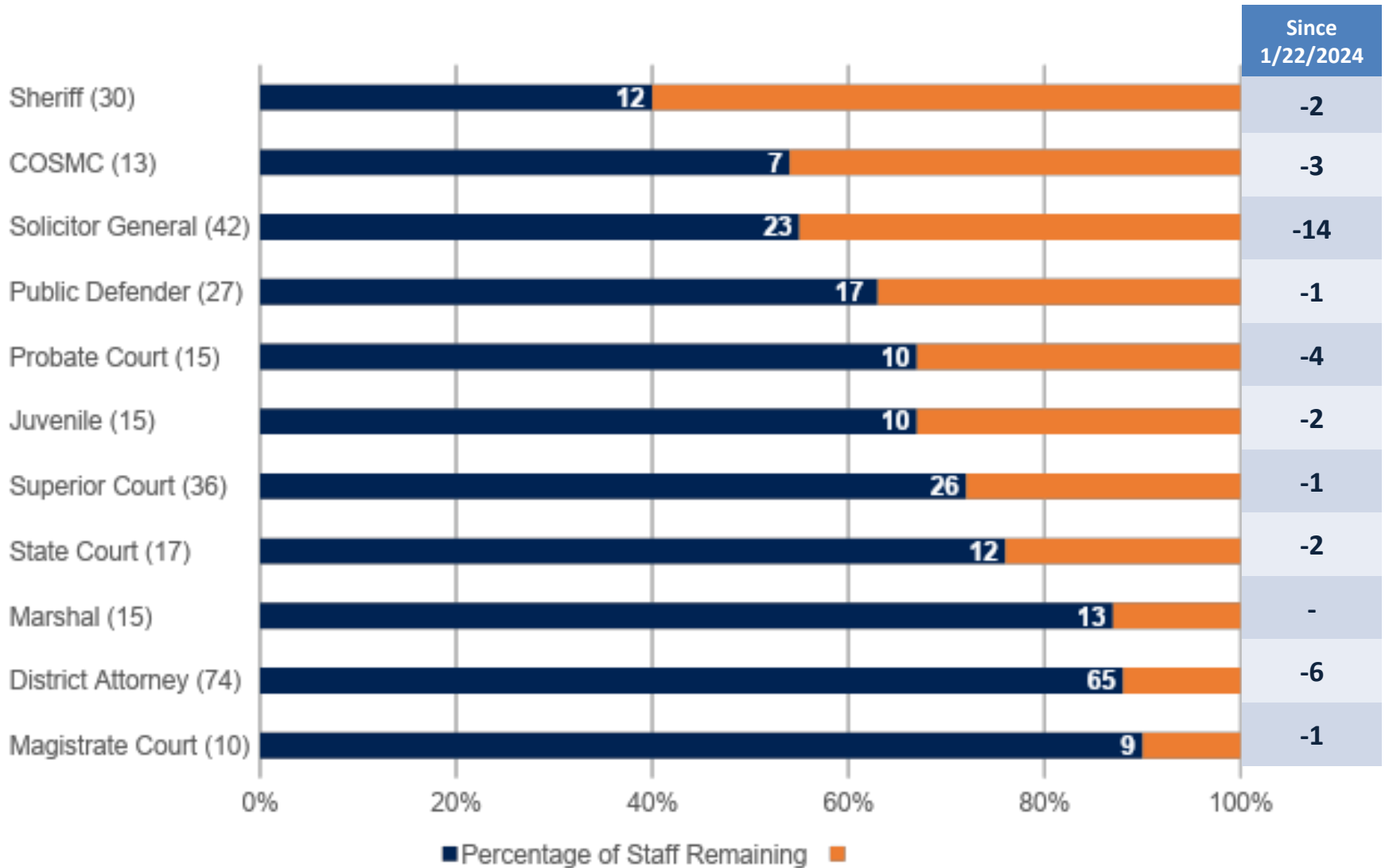
CASE DISPOSITION SUMMARY



Office	April 2024 (Last full month)			Project To Date (12/6/2021 through 4/30/2024)		
	Target	Actual	Variance	Target	Actual	Variance
Superior	442	180	(262)	12,800	14,881	2,081
District Attorney	0	0	0	16,251	16,251	0
State	556	225	(331)	16,124	17,977	1,853
Solicitor General	1,540	271	(1,269)	44,660	54,683	10,023
Magistrate	1,091	32	(1,059)	31,639	35,418	3,779
Overall	3,629	708	(2,921)	121,474	139,210	17,736

STAFFING RAMP DOWN

PROGRESS BY DEPARTMENT AS OF 5/1/2024





FULTON COUNTY GOVERNMENT

Project **ORCA** & Justice System Update

MAY 15, 2024

AGENDA

- 01 ORCA CASE REDUCTION
- 02 **CUMULATIVE CASE REDUCTION**
- 03 JAIL POPULATION UPDATE

CUMULATIVE CASE REDUCTION JUSTICE SYSTEM SCORECARD



MEASURE	GOAL	MAY 2023 BASELINE	APRIL 2024	DELTA <i>(current month vs. baseline)</i>
Average Length of Stay	30 days	71 days	63 days	8 day decrease
Jail Population Unindicted without other charges	WILL RESUME REPORTING IN JUNE			
Clearance Rate for Felony Criminal Cases	100%	72%	97%	25% increase
Felony Cases Disposed within 180 Days	90%	25%	28%	3% increase
Felony Cases Disposed within 365 Days	98%	63%	58%	13% increase



FULTON COUNTY GOVERNMENT

Project **ORCA** & Justice System Update

MAY 15, 2024

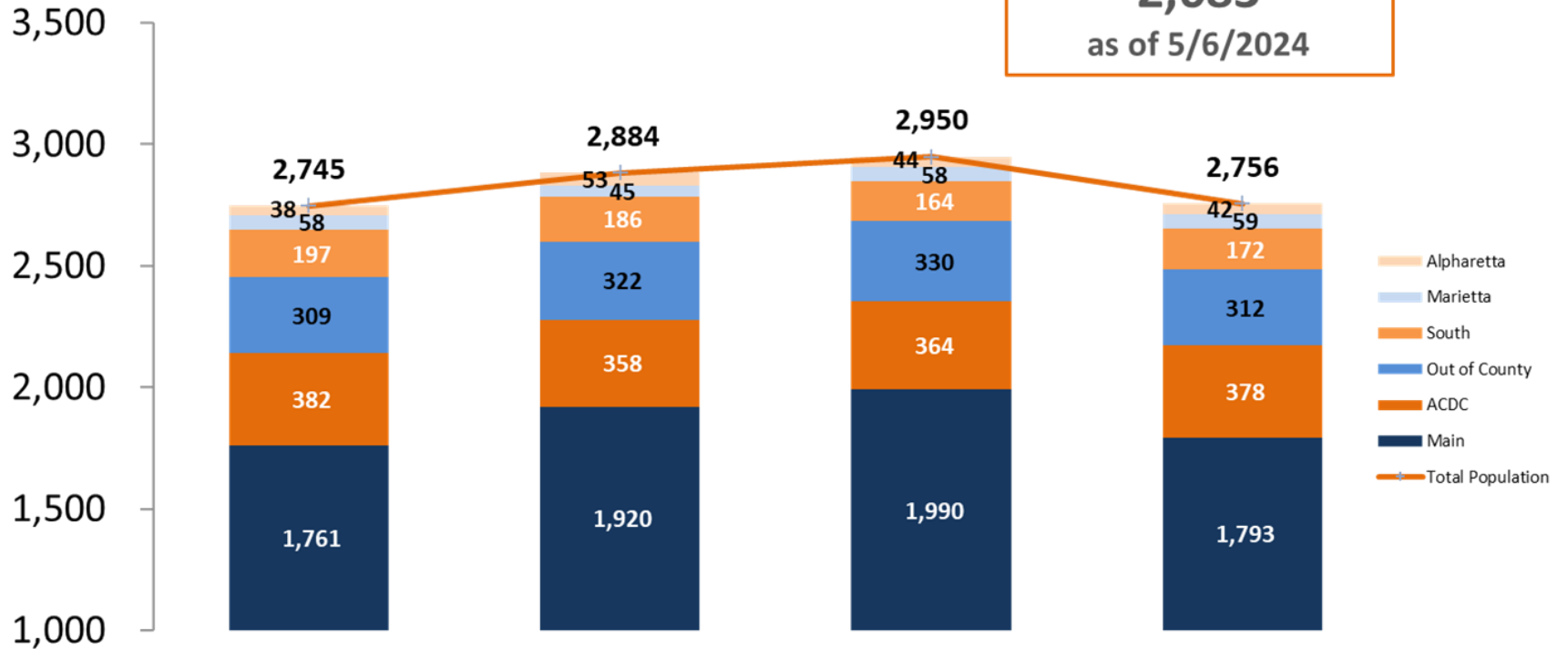
AGENDA

- 01** ORCA CASE REDUCTION
- 02** CUMULATIVE CASE REDUCTION
- 03** **JAIL POPULATION UPDATE**

AVERAGE MONTHLY POPULATION



2,683
as of 5/6/2024



	Jan	Feb	Mar	Apr
Floor	-	-	-	-
Floor %	0%	0%	0%	0%
Book In	395	377	397	411
Book Out	376	377	425	459
Net	(19)	(0)	29	49

AVERAGE MONTHLY JAIL POPULATION

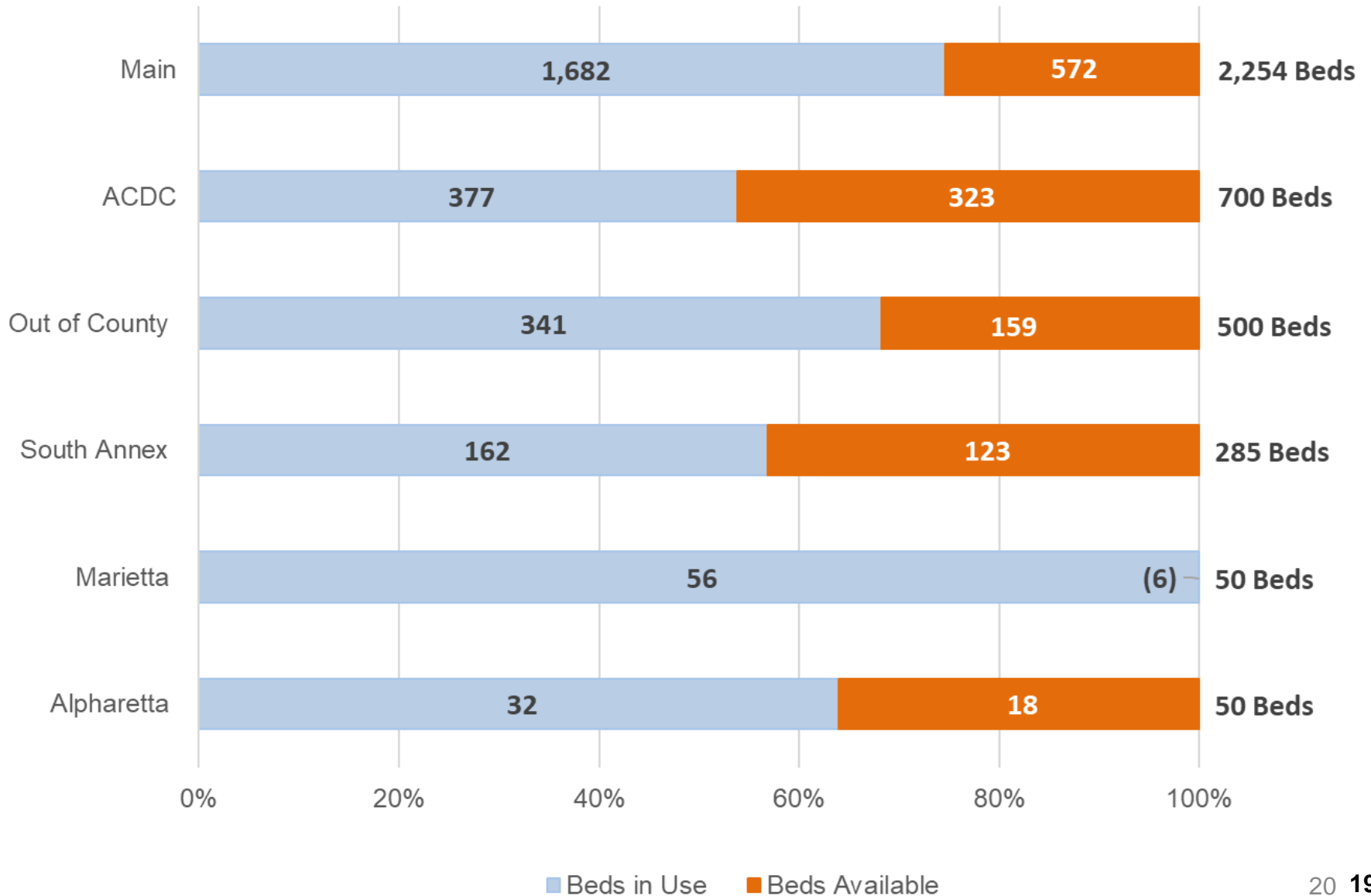
POPULATION BY FACILITY



	JANUARY	FEBRUARY	MARCH	APRIL	5/6/2024
Main	1,761	1,920	1,990	1,793	1,747
ACDC	382	358	364	378	360
Out of County	309	322	330	312	326
South Annex	197	186	164	172	157
Marietta	58	45	58	59	58
Alpharetta	38	53	44	42	35
TOTAL	2,745	2,884	2,950	2,756	2,683

JAIL POPULATION FACILITY UTILIZATION

AS OF 5/1/2024



PRIORITIES



- ✓ Accelerate ORCA case resolution/performance
- ✓ Implement multi-agency jail population reduction plan
- ✓ Prevent Post-ORCA backlog
- ✓ Implement 2024 ORCA ramp down plan
 - Monitor ORCA funding and staff reduction plan
 - Continue ORCA & justice system tracking and reporting
 - Shift primary discussion of performance to Justice Partners

JUSTICE SYSTEM DASHBOARDS

PUBLIC INFORMATION



JUSTICE SYSTEM DASHBOARDS

DEPARTMENT

PUBLICLY AVAILABLE DASHBOARDS

SUPERIOR COURT

Total Defendants in Jail (Complex)
 Defendants in Jail for Over 1 Year (Complex)
 Total Pending Cases (Complex)
 Cases Pending for Over 1 Year (Complex)
 Total Defendants in Jail (Non-Complex)
 Defendants in Jail > 180 Days (Non-Complex)
 Total Pending Cases (Non-Complex)
 Cases Pending > 180 Days (Non-Complex)

NATIONAL COURT STANDARDS

Time to Disposition (Felony)
 Time to Disposition (Civil)
 Time to Disposition (Family)
 Clearance Rates
 Aging of Cases

STATE COURT

Total Defendants in Jail (Misdemeanor)
 Defendants in Jail Over 1 Year (Misdemeanor)
 Total Pending Criminal Cases
 Criminal Cases Pending for Over 1 Year

PROJECT ORCA DASHBOARDS

DEPARTMENT

PUBLICLY AVAILABLE DASHBOARDS

OVERALL

Total Disposed Cases
 Remaining Open & Active Cases

COURTS

Total Disposed Cases & Filings
 Remaining Open & Active Cases & Filings

PROSECUTORS

Total Disposed, Indicted, or Accused Cases
 Remaining Open & Active Cases

All publicly available justice system data and dashboards are found at:
<https://fultoncountyga.gov/inside-fulton-county/open-government>



QUESTIONS



Jail Blitz Plan

Jail Maintenance and Repairs



- **Overall project to date:**
 - 4 units complete or 36%
 - 408 Cells out of the total 1122 non-medical cells have been rehabbed
- **Average time to complete each Unit is 6 weeks.**
- **5th Blitz Unit, 2 North started on April 16th)**
 - Status, 48% complete.
- **Project completion projected for Jan/Feb 2025**

Jail Maintenance and Repairs

- **10 of 11 Jail Units are expected to be completed by end of the year**
- **Currently, separate from the blitz, there are 9 zones (255 beds) that are not in use for fire restoration and safety**
- **Work Orders:**
 - Corrective Maintenance: **1417** completed out of **1762** submitted = **80.4%**
 - Preventive Maintenance: **288** completed out of **298** scheduled = **96.6%**



Future Bridging Infrastructure Needs

The Fulton County Jail System will need to address infrastructure projects to extend the current Jail System to remain safe until the replacement jail is completed

- **Roof Replacement at Rice St:**
 - Roof is beyond its warrantied life span.
 - Leaks contribute to plumbing problems and other issues within the walls, that expedite the decay of the current building
- **Elevators at Rice street:**
 - The elevators are a continuing problem (vandalism & extensive daily use). Last modernized in 2007.
 - Independent 3rd party assessment of elevators will be conducted in 3Q 2024.
- **Heating - Cooling - Plumbing:**
 - Review of Boilers, HVAC units for preventative maintenance needs and/or replacements

Additional Safety & Security Items to Consider

- **Perimeter Cameras:**
 - Additional cameras needed to combat contraband intrusion.
- **Fortifying Perimeter Security:**
 - Bolster fence line with additional concertina wire, clear brush and trees to vastly improve line of sight.
- **Defensive Software Solutions:**
 - Jail has demoed two software defensive capabilities, with substantial results in defense of contraband intrusion, (details may be shared in executive session)
- **South Annex updates:**
 - Long term use of the South Annex is expected as a viable bridging strategy. Supermax lighting, cell doors & flaps, Padded Cells



QUESTIONS



COVID 19 Reserve & ARPA Spend Update

ARPA Reporting

Reporting will resume in June once all financial reporting is restored





QUESTIONS



Financial/Performance Measures Update

Monthly Financial Report

Reporting will resume in June once all financial reporting is restored





QUESTIONS



Monthly Emergency Purchase Orders & Monthly CM Contract Approval

No Emergency Purchase Orders or Contracts to Report

County Manager Contract Approvals Less Than \$100K

DATE	CONTRACTOR/VENDOR NAME	CONTRACT PURPOSE	DEPARTMENT	AMOUNT
5/6/2024	Noble Truth Project, Inc.	Juvenile Intervention and Prevention Wrap Around	Juvenile Court	\$19,985.00
5/6/2024	Youth Advocate Program	Juvenile Intervention and Prevention Wrap Around	Juvenile Court	\$40,000.00
5/6/2024	Kept Companies dba Grease Pro	Kitchen Exhaust Cleaning Services	DREAM	\$31,000.00
5/2/2024	Smith Aquatics, Inc.	Monthly Preventive Maintenance for Entry Plaza	DREAM	\$13,800.00
4/24/2024	Civitas, LLC	Continuum of Care Technical Assistance	Community Development	\$60,000.00
4/24/2024	Pathways Community Network Institute dba Pathways MSI	Fulton County C502 Continuum of Care Homeless Management Information System	Community Development	\$47,838.46
4/18/2024	Georgia Green	Tank Site Area Maintenance Landscape Service	Public Works	\$38,093.75
4/9/2024	Phamtech, Inc.	Accountability Courts Drug and Alcohol Screen Confirmations	Juvenile Court	\$10,950.00
4/3/2024	Caduceus Occupational Medicine	Alcohol and Drug Substance Abuse Testing	Police	\$15,800.00
3/28/2024	Emily Gilbert	C-3 Attorney	Superior Court	\$30,000.00
3/28/2024	Dennis Francis	C-3 Attorney	Superior Court	\$40,000.00
3/28/2024	Brandon Lewis	C-3 Attorney	Superior Court	\$20,000.00
3/28/2024	Brandon Hobbs	C-3 Attorney	Superior Court	\$60,000.00
3/22/2024	BenCon Enterprises dba Superior Water Services	HVAC Water Treatment Services	DREAM	\$100,000.00
3/22/2024	GPS Monitoring & Tracking Services	Electronic Location Monitoring via Ankle and Wrist Monitors	Superior Court Administration	\$53,100.00
3/22/2024	M&M Waste, Inc.	Scrap Metal Removal Services	DREAM	Revenue Neutral
3/15/2024	LAZ Parking Services	Garage Parking Services	Marshal	\$13,380.00
2/13/2024	Abacus Corporation	Temporary Staffing Services for Senior Services (Cashiers/Administrative Clerk)	Senior Services	\$33,875.12
2/13/2024	Glenn A. King	Purchasing Systems Coordinator Services	Purchasing & Contact Compliance	\$45,000.00
2/5/2024	InGenesis, Inc.	Temporary Staffing Services for Senior Services (LPN/Nurse Technician)	Senior Services	\$6,250.00
1/31/2024	DIVAS Incorporated	Accountability Courts Treatment Modalities	Juvenile Court	\$47,130.00
1/25/2024	Think and Ink Grant Consulting, LLC	External Grant Writing and Support Services	External Affairs	\$20,000.00
1/9/2024	Katylady Building Maintenance Services "Stylist"	Cosmetology and Aesthetic Services for Seniors	Senior Services	Revenue Neutral



QUESTIONS



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0345

Meeting Date: 5/15/2024

Department

Finance

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

Presentation, review, and approval of May 15, 2024, Budget Soundings and Resolution.

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

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

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

Open and Responsible Government

Commission Districts Affected

All Districts

District 1

District 2

District 3

District 4

District 5

District 6

Is this a purchasing item?

No

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

GENERAL FUND:

STRATEGIC PRIORITY AREA: OPEN AND RESPONSIBLE GOVERNMENT

- **Modify the 2024 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 FY2024 Adopted Budget. The requested changes will be funded within the department's existing budget and will not result in any budget adjustments.

The Tax Assessor requests to increase spending authority with the vendor Schneider/Q-public to the FY2024 AML list line number 359. The change is due to a contractual increase. No additional funding is requested for the change.

Registrations and Elections request to increase spending authority with vendor Son Line Lic to the FY AML list line number 289. The increase Request. The purpose of the request is to automate the process of the Fee Schedule form population, completion and filing of acknowledgement reducing manual work and submission errors.is due to a Fee Schedule Change.

Annual Hardware and Software Maintenance and Support List - 2024								
Type	Vendor Name	Product Name	Description	User Agency	2024 Expenditure	Add'l Amt	Funding Source	Comments
Software	Schneider/ Geospatial	Schneider/ Q-Public	Hosting maintenance support & upgrade	Tax Assessor	\$45,480	\$8,856	Tax Assessor	Increase spending authority by \$8,856. No additional funding requested.
Software	Son Line Lic	Poll Worker Software	Poll Worker Training Software	Registration and Elections	\$76,600	\$7,200	Registration and Elections	Increase spending authority by \$7,200. No additional funding requested.
<div style="border: 1px solid black; padding: 5px; display: inline-block; margin: 10px auto; width: 80%;"> Included in Soundings per the County Manager's direction. </div>								
Fiscal Impact / Funding Source			<i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>					
Various accounts identified in soundings document.								
<i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i>								
1) May 15, 2024 Budget Schedule								
Source of Additional Information			<i>(Type Name, Title, Agency and Phone)</i>					

1 **RESOLUTION BY THE FULTON COUNTY BOARD OF**
2 **COMMISSIONERS TO AMEND FULTON COUNTY’S CURRENT BUDGET ON**
3 **May 15, 2024 TO MODIFY DEPARTMENTAL BUDGETS, AND FOR OTHER**
4 **PURPOSES**
5
6

7 **WHEREAS**, O.C.G.A. § 36-81-3 provides that counties have the authority
8 to adopt an ordinance to establish their own fiscal year and budget preparation
9 process; and

10 **WHEREAS**, the Board of Commissioners of Fulton County has determined
11 that it is in the best interest of the County to have a streamlined budget preparation
12 process that provides the necessary legal requirements and removes previous
13 time consuming and burdensome practices; and

14 **WHEREAS**, O.C.G.A. § 36-81-3 provides that a county may amend its
15 budget to adapt to changing governmental needs during the budget period; and

16 **WHEREAS**, O.C.G.A. § 36-81-3(d) provides that amendments shall be
17 made as follows:

18 (1) Any increase in appropriation at the legal level of control of the local
19 government, whether accomplished through a change in anticipated revenues in
20 any fund or through a transfer of appropriations among departments, shall require
21 the approval of the governing authority. Such amendment shall be adopted by
22 ordinance or resolution;

23 (2) Transfers of appropriations within any fund below the local government's
24 legal level of control shall require only the approval of the budget officer; and

25 (3) The governing authority of a local government may amend the legal level
26 of control to establish a more detailed level of budgetary control at any time during

1 the budget period. Said amendment shall be adopted by ordinance or resolution;
2 and

3 **WHEREAS**, the legal level of control for Fulton County is the departmental
4 level.

5 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of
6 Fulton County, Georgia, that, pursuant to O.C.G.A. § 36-81-3(d), the current
7 budget is hereby amended by approval of the attached departmental budget
8 modifications.

9 **BE IT FURTHER RESOLVED THAT** all resolutions or parts thereof in
10 conflict herewith are hereby repealed.

11 **SO PASSED AND ADOPTED**, this 15th day of May, 2024.

12
13 **FULTON COUNTY BOARD OF COMMISSIONERS**
14
15

16
17 _____
18 Robert L. Pitts, Chairman
19

20
21
22 ATTEST:

APPROVED AS TO FORM:

23
24
25 _____
26 Tonya Grier
27 Clerk to the Commission

Y. Soo Jo
County Attorney



**FULTON
COUNTY**

MAY BUDGET SOUNDINGS

May 15, 2024

Presented

to the

Board of Commissioners

by the

Finance Department

GENERAL FUND

Strategic Priority Area: Open and Responsible Government

Action Required:

Modify the 2024 Annual Hardware and Software Maintenance and Support List

Annual Hardware and Software Maintenance and Support List - 2024								
Type	Vendor Name	Product Name	Description	User Agency	2024 Expenditure	Add'l Amt	Funding Source	Comments
Software	Schneider/ Geospatial	Schneider/Q-Public	Hosting maintenance & support Upgrade	Tax Assessor	\$45,480	\$8,856	Tax Assessor	Increase spending authority by \$8,856. No additional funding requested
Software	Son Line Lic	Poll Worker Software	Poll Worker Training Software	Resgistration and Election	\$76,600	\$7,200	Registration and Election	Increase spending authority by \$7,200. No additional funding requested

Purpose (Justification):

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2024 Adopted Budget. The requested changes will be funded within the department's existing budget and will not result in any budget adjustments.

The Tax Assessor requests to increase spending authority with the vendor Schneider/Q-public to the FY2024 AML list line number 359. The change is due to a contractual increase. No additional funding is requested for the change.

Registration and Election request to increase spending authority of \$7,200. The increase is due to a Fee Schedule Change Request. The purpose of the request is to automate the process of the Fee Schedule form population, completion and filing of acknowledgement reducing manual work and submission errors.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0346

Meeting Date: 5/15/2024

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 Strategy and Performance Management Officer (grade 30) and Justice Performance Management Officer (grade 30).

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)*

Choose an item.

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 departments. DHRM is requesting approval to:

(X) create the following new classification:

	Title Code	Title	Grade
A.	118008	Strategy and Performance Management Officer	30

B.	118009	Justice Performance Management Officer	30
----	--------	--	----

Scope of Work: Click or tap here to enter text.

Community Impact: There is no community impact.

Department Recommendation: DHRM recommends approval.

Project Implications: There are no project implications.

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

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

Fiscal Impact / Funding Source

Funding Line 1:

n/a



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0347

Meeting Date: 5/15/2024

Department

Purchasing & Contract Compliance

Requested Action

Request approval of an Ordinance to amend Fulton County Code of Ordinances, Part I (Local Constitutional Amendments and Local Acts), Subpart B (Code of Resolutions), Chapter 102 (Administration), Article V (Purchases and Contracts), Division 8 (Nondiscrimination in Purchasing and Contracting), Section 102-441.2 (Sunset Provision), to extend the expiration date of said Nondiscrimination Program from June 30, 2024 to December 31, 2024 allow completion of the Disparity Study.

Requirement for Board Action

In accordance with Article XI, Section II, Paragraph I of the Georgia Constitution, the governing authority of Fulton County is authorized to adopt clearly reasonable ordinances relating to its property, affairs and local government.

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

Choose an item.

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

Ordinance 19-0854 was adopted by the Fulton County Board of Commissioners on November 20, 2019, based on the findings of the Disparity Study and the County's commitment to non-discrimination and equal opportunity in contracting. The Ordinance amended the Fulton County

Purchasing Code to improve the County's "Non-Discrimination in Purchasing and Contracting" policy by ensuring that it contains narrowly tailored equal opportunity measures in County contracting.

In 2023, the County commissioned its most recent disparity study. The study period is from 2018 through 2022.

This request is to amend Fulton County Code of Ordinances Part I, Subpart B, Chapter 102, Article V, Purchasing Code Section 102-441.2 to extend the sunset period from June 30, 2024 to December 31, 2024, in order to complete the Disparity Study. Due to the Cyber Incident and the issues with the County's ERP System, Purchasing has been unable to provide critical data needed from the system to provide the required data to the Consultant and to confirm data. This additional time is needed to ensure the County's ERP System and fully restored and required data can be provided and allow adequate time for review by the County Attorney's Office and the Department of Purchasing & Contract Compliance for implementation of any resultant recommendations.

Exhibits Attached

Exhibit 1: Ordinance

Contact Information

Felicia Strong-Whitaker, Chief Purchasing Agent, Purchasing & Contract Compliance, (404) 612-4210

1 AN ORDINANCE TO AMEND FULTON COUNTY CODE OF ORDINANCES, PART I
2 (LOCAL CONSTITUTIONAL AMENDMENTS AND LOCAL ACTS), SUBPART B
3 (CODE OF RESOLUTIONS), CHAPTER 102 (ADMINISTRATION), ARTICLE V
4 (PURCHASES AND CONTRACTS), DIVISION 8 (NONDISCRIMINATION IN
5 PURCHASING AND CONTRACTING), SECTION 102-441.2 (SUNSET PROVISION),
6 TO EXTEND THE EXPIRATION DATE OF SAID NONDISCRIMINATION
7 PROGRAM FROM JUNE 30, 2024, TO DECEMBER 31, 2024; AND FOR OTHER
8 PURPOSES.

9
10 **WHEREAS**, the purpose of the Board of Commissioners adopting Part I, Subpart
11 B, Chapter 102, Article V, Division 8, Section 102-441.2 of the Fulton County Code of
12 Ordinances entitled “Non-Discrimination in Purchasing and Contracting,” is to promote
13 full and equal business opportunities for all persons doing business with Fulton County;
14 to reinforce and support outreach efforts to open contracting opportunities to
15 all businesses, regardless of size, race gender or ethnicity; and to ensure that Fulton
16 County does not become a passive participant in racial, ethnic and gender
17 discrimination; and;

18 **WHEREAS**, to provide justification for the adoption of its nondiscrimination in
19 purchasing and contract program (i.e., Section 102-441.2) on November 20, 2019, Fulton
20 County conducted a disparity study “(Disparity Study)” in 2018; and

21 **WHEREAS**, disparity studies determine if inequities exist in public procurement
22 and contracting that adversely affect disadvantaged businesses / minorities and/or
23 women; and

24 **WHEREAS**, in 1989, the U.S. Supreme Court ruled that governments must
25 establish a “compelling interest” to support the creation of contracting programs that
26 specifically target minority – and/or women-owned businesses; and

WHEREAS, a disparity study helps ensure any race-or gender-based remedial
programs will withstand scrutiny in a court of law; and

27 **WHEREAS**, Section 102-441.2 (Sunset Provisions) of Fulton County Code of
28 Ordinances provides that “[I]f a disparity study is not completed within five years of the
29 2018 Disparity Study, the nondiscrimination policy set forth hereinabove shall sunset on
30 December 31, 2023”; and

31 **WHEREAS**, the Supreme Court of the United States has required that disparity
32 studies be conducted periodically to review the requirements of contracting programs that
33 promote full and equal business opportunities for all persons doing business with the
34 governmental body; and

35 **WHEREAS**, in 2023, Fulton County commissioned its most recent Disparity Study;
36 and

37 **WHEREAS**, due to the Cyber Incident and the issues with the County’s ERP
38 System, Purchasing has been unable to provide critical data needed from the system to
39 provide the required data to the Consultant and to confirm data; and

40 **WHEREAS**, this additional time is needed to ensure the County’s ERP System
41 is fully restored and required the data can be provided; and

42 **WHEREAS**, additional time is required in order for the ERP System to be fully
43 restored to retrieve the require data and for review by the Office of the County Attorney
44 and the Department of Purchasing & Contract Compliance; and

45 **WHEREAS**, the Board of Commissioners finds it to be in the public interest to
46 extend the time needed to complete the Disparity Study for the nondiscrimination policy.

47 **NOW, THEREFORE, BE IT ORDAINED**, by the Fulton County Board of
48 Commissioners, that Part I, Subpart B, Chapter 102, Article V, of Fulton County Code
49 Section 102-441.2, is hereby amended by deleting it in its entirety and replacing it to read
as follows with all other sections having the same force and effect:

Section 102-441.2. Sunset provision.

50 If a disparity study is not completed within five years of the 2018 Disparity Study, the
51 nondiscrimination policy set forth hereinabove shall sunset on December 31, 2024.

52 ~~Sec. 102-441.2. Sunset provision.~~

53 ~~If a disparity study is not completed within five years of the 2018 Disparity Study,~~
54 ~~the nondiscrimination policy set forth hereinabove shall sunset on June 30, 2024.~~

55 ~~(Ord. No. 23-0883, Exh. 1, 12-6-2023)~~

56 **BE IT FINALLY BE ORDAINED**, that this Ordinance shall become effective upon
57 its adoption, and that the amended Fulton County Purchasing Code shall apply to all
58 procurements initiated after adoption of this Ordinance and that all ordinances and
59 resolutions and parts thereof conflict with this Ordinance are hereby repealed.

60 **SO PASSED AND ADOPTED**, by the Board of Commissioners of Fulton
61 County Georgia this 15th day of May 2024.

**FULTON COUNTY BOARD
OF COMMISSIONERS**

By: _____
Robert L. Pitts, (At Large)
Chairman

68 **ATTEST:**

69
70 _____
71 Tonya R. Grier, Clerk to the Commission

73 **APPROVED AS TO FORM:**

74
75 _____
76 Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0348

Meeting Date: 5/15/2024

Department

Arts and Culture

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

Request approval of a contract between Fulton County and the Bear Creek Nature Center, Inc. for the purpose of providing recurring funding in the total amount of \$200,000.00 for environmental education programming. The term of the contract is effective upon execution through December 31, 2024.

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

Pursuant to O.C.G.A. § 36-1-19.1 and O.C.G.A. § 36-10-1, the Board of Commissioners has exclusive jurisdiction over its affairs and may make charitable contributions in the form of contracts for services, with such contracts to be in writing and spread on the minutes.

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

Arts and Libraries

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The Department of Arts & Cultural recommends the approval of a contract with the Bear Creek Nature Center, Inc. a Georgia non-profit organization that provides environmental educational services on a scheduled basis for the benefit Fulton County citizens and visitors. Scheduled environmental educational services will be conducted targeting service delivery in South Fulton County through programs that are designed to promote awareness and appreciation of the environment. The Bear Creek Nature Center's staff

will develop environmental education programs that connect to science, technology, engineering, arts and mathematics.

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

Department Recommendation: Approval of a contract between Fulton County and the Bear Creek Nature Center, Inc., in the total amount of \$200,000.00 for environmental education programming to be effective upon execution through December 31, 2024.

Project Implications: Ensure community education and participation in environmental matters throughout Fulton County.

Community Issues/Concerns: No issues/concerns have been raised by constituents or clients concerning the agenda item.

Department Issues/Concerns: No department concerns have been identified.

Fiscal Impact / Funding Source

Funding Line 1:

100-181-1810-1142

**STATE OF GEORGIA
COUNTY OF FULTON**

CONTRACT

**BETWEEN FULTON COUNTY, GEORGIA
AND
BEAR CREEK NATURE CENTER, INC.**

THIS CONTRACT, entered into this ____ day of _____, 2024, between Fulton County, Georgia, a political subdivision of the State of Georgia (“Fulton County”) and Bear Creek Nature Center, Inc. located at 6300 Cochran Mill Road, Chattahoochee Hills, Georgia 30268 (hereinafter referred to as “the Nature Center”) and collectively the “Parties.”

WITNESSETH THAT:

WHEREAS, Fulton County, through its Department of Arts and Culture (“FCDAC”), has determined a need for environmental educational services in the County; and

WHEREAS, Fulton County, through its FCDAC, has determined that these services can be best performed by a non-profit, tax exempt 501(c)(3) under a contract (“Contract”); and

WHEREAS, the Nature Center is a Georgia non-profit, tax exempt 501(c)(3) organization that has a mission to connect people with nature by giving youth a place to foster an active awareness and understanding of the ecology of the natural world through interactive, hands-on learning experiences and provide adults a local place for adult learning experiences, volunteerism, and outdoor family activities that strengthen the environmental stewardship commitment within the community; and

WHEREAS, the Board of Commissioners, through the approval of the County’s budget for 2024 authorizes and designates \$200,000.00 for the Nature Center to provide funding to support environmental education services within the County at the Nature Center located at 6300 Cochran Mill Road in Chattahoochee Hills, Georgia; and

WHEREAS, the Nature Center will expend the funds under this Contract for environmental promotion and protection purposes consistent with its mission and non-profit status only, deriving no profit to the organization; and

WHEREAS, Fulton County is authorized to enter into this Contract with the Nature Center pursuant to O.C.G.A. § 36-1-19.1.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

1.0 STATEMENT OF WORK

Under this Contract, the County shall provide financial assistance in the amount of Two Hundred Thousand Dollars (\$200,000.00) for environmental education services and programming at the current facility located at 6300 Cochran Mill Road, Chattahoochee Hills, Georgia. The Nature Center shall perform the services in accordance with Attachment “A” of this Contract, “Scope of Work,” attached hereto and made a part hereof.

2.0 COMPENSATION FOR SERVICES AND WORK

Funding for the services and work described in Section 1.0 herein, and in Attachment “A” shall be as follows: The total amount payable to the Nature Center per the terms and execution of this Contract is not to exceed Two Hundred Thousand Dollars (**\$200,000.00**).

Such payments shall be made upon execution of this Contract in one lump sum.

The Nature Center shall submit all necessary documentation to FCDAC as required in Attachment “A,” Scope of Work. This documentation shall be submitted to the Division Manager-Arts & Culture within the Department of Arts & Culture through the WebGrants awards portal. Two copies of the documentation shall be included with the submission, one copy of which shall be accompanied by documentation supporting the services performed for the monies expended.

3.0 TERM OF CONTRACT

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of this Contract shall be upon execution through December 31, 2024, unless otherwise extended in writing or terminated by the County. The Nature Center shall be eligible for reimbursement costs which are included within the scope of Sections 1.0 and 2.0 and Attachment "A" of this Contract. However, unless good cause is shown, should the Nature Center not have displayed significant action toward this Contract and its Scope of Work prior to the sixth (6th) month anniversary of the signing of this Contract, then said Contract shall be deemed void and any and all funds not expended or obligated toward the Scope of Work in this Contract shall be immediately returned to the County.

4.0 TERMINATION/SUSPENSION OF CONTRACT

4.1 TERMINATION OF CONTRACT FOR CAUSE

Either County or the Nature Center may terminate this Contract in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the Contract. Any party seeking to terminate this Contract is required to give thirty (30) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the Contract. The party receiving such notice under this provision shall have ten (10) days after receipt of service of the notice to correct the violation or cease the delay to the satisfaction of the aggrieved party. If such arrangements are not made, the Contract shall, upon expiration of said ten (10) days, be suspended or terminated without further notice. Upon such suspension or termination, the Nature Center will be compensated by the County for expenses deemed by the County to be due

and reasonable.

Notice of termination shall be delivered by hand delivery or certified mail with receipt for delivery returned to the sender.

4.2 TERMINATION FOR CONVENIENCE OF THE COUNTY

Notwithstanding any other provisions, the County may terminate this Contract for its convenience at any time by giving at least thirty (30) days prior notice in writing (hand delivery or certified mail with receipt) to the Nature Center.

4.3 SUSPENSION

The County may by written notice to the Nature Center, suspend the use of County funds where it is determined that any portion of work or services for which County funds are utilized does not match the services and work described in Section 1.0 herein, and in Attachment "A". Upon receipt of a suspension notice, the Nature Center must:

- 1) Immediately take correct measures and provide proof to the County that the activity giving rise to the suspension has ceased or has been corrected;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to the suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of a notice to resume suspended services, the Nature Center will immediately resume performance under this Contract as required in the notice.

5.0 RECORDS, REPORTS AND AUDITS

The Nature Center shall maintain accounts and records, including personal property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be requested by 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 this project unless permission to destroy them is granted by the County. The Nature Center's records, and accounts shall at all times meet or exceed the applicable requirements of federal, state and county law, rules and regulations. Further, the Nature Center shall submit detailed reports on the progress made and services during the course of this project. At a minimum, these reports shall be submitted on a monthly basis.

Said reports shall be submitted to the attention of the Director of the Department of Arts and Culture. Two copies of the report shall be included in each submission.

6.0 INSPECTION OF FILES AND RECORDS

Fulton County's Department of Arts and Culture shall at all reasonable times have access to the

pertinent offices and books and records of the Nature Center for inspection of the activities performed and expenses incurred under this Contract.

7.0 REVERSION OF ASSETS AND EQUIPMENT

Upon expiration or termination of this Contract, the Nature Center shall transfer to the County any County funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of County funds.

Further, in the event that the Nature Center should sell or otherwise dispose of any property acquired with County funds, the manner of said disposition shall result in the County being reimbursed in an amount of the current fair market value of the property at that time less any portion of the value attributable to expenditures of non-County funds. In the event that such sale or disposition occurs more than ten (10) years after expiration or termination of this Contract, such reimbursement shall not be required.

8.0 COPYRIGHT AND PUBLICITY

No report, map, or other document produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Nature Center without the prior written consent of the County. All such reports, maps, or other documents shall become and be deemed the property of the County and title therein shall vest in the County.

Further, any favorable publicity given to this project must identify the County prominently as a sponsoring agency. Specifically, at all places of and in all publications concerning this project, the Nature Center agrees to display and make known that the project was assisted under the auspices of the County.

9.0 ASSIGNMENT OF CONTRACT

The Nature Center shall not make any purported assignment of this Contract or any part thereof or delegate the duties herewith without prior written consent of 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 County-assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

11.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION; CIVIL RIGHTS ACT OF 1964 (AS AMENDED)

The Nature Center shall comply with all requirements imposed by or pursuant to Title VI and Title

VII of the Civil Rights Act as Amended, Age Discrimination in Employment Act; Rehabilitation Act of 1973, as Amended, section 504; Equal Pay Act; the American with Disabilities Act of 1990, as Amended; Fair Housing Act, as Amended; and any other applicable Acts which prohibit/discrimination on the ground of race, color, religion, sex, age, national origin, handicap, disability, or familial status. 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 MOU.

12.0 HOLD HARMLESS

The Nature Center hereby warrants, represents, covenants and agrees to indemnify 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 the Nature Center, its agents, employees, officers and directors. The Nature Center 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 the Nature Center's agents and employees, without regard to negligence. The language of this indemnification clause shall survive the termination of this Contract.

13.0 VARIATIONS OR MODIFICATIONS TO CONTRACT

This Contract constitutes the entire arrangement between the County and the Nature Center, and there are no further written or oral agreements with respect thereto. No variation or modification of this Contract and no waiver of its provisions shall be valid unless in writing and signed by County and the Nature Center's duly authorized representatives.

Further, in the event of any material change or modification in the Nature Center's Contract or agreement with any other funding source during the course of this Contract, the Nature Center shall immediately notify the Department of Arts and Culture of such change. In such event, the County shall have the right to terminate its obligations under this Contract, discontinue future funding hereunder, and demand the refund or return of funds previously paid to or on behalf of the Nature Center.

14.0 NO THIRD-PARTY BENEFICIARY

This Contract is not intended to, and shall not be considered to, give any third-party any interest or right with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided in this Contract. The relationship described in this Contract is intended solely for the mutual benefit of the parties, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the Nature Center and the County.

15.0 NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage

prepaid.

Notice to County, shall be addressed as follows:

Director, Department of Arts and Culture
141 Pryor Street SW, Suite 2030
Atlanta, Georgia 30303
404-612-5780

Copy To: Office of the County Attorney
141 Pryor Street, S.W. Suite 4038
Atlanta, Georgia 30303

Notices to the Nature Center shall be addressed as follows:

Bear Creek Nature Center, Inc.
6300 Cochran Mill Road
Chattahoochee Hills, Georgia 30268
770-306-0914
Attention: Norma Lewis, Director

16.0 GOVERNING LAW

This Contract will be executed and implemented in Fulton County. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton County Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Contract shall be in full force and effect.

17.0 INSURANCE

The Nature Center further agrees to maintain for the life of this Contract such insurance as shall fully protect the County. Such requirements are attached hereto and made a part hereof as Attachment "B."

[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, each of the parties hereto has caused MOU to be executed and delivered on this, the _____ day of _____, 2024.

For Bear Creek Nature Center, Inc.

Attest:

Norma Lewis, Director
Bear Creek Nature Center, Inc.

(Signature)

Name (Typed or Printed)

Title

(Seal)

For Fulton County

Attest:

Robert L. Pitts, Chairman
Board of Commissioners

Tonya R. Grier
Clerk to the Commission

(Seal)

Approved as to Content:

Approved as to Form:

David Manuel, Director
Department of Arts and Culture

Office of the County Attorney

ATTACHMENT "A"

SCOPE OF WORK

BEAR CREEK NATURE CENTER, INC.

In consideration of the not to exceed amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) allocated to the Nature Center, the Nature Center agrees to provide scheduled arts programming, exhibitions, and arts educational services for the benefit of Fulton County citizens and visitors. The Nature Center also agrees to provide the following program administration and evaluation information **by uploading the required documentation into the awards management portal by logging into the established account at fulton.dullestech.net:**

A. Program Administration and Evaluation

1. The Nature Center agrees to provide environmental promotion and protection services to Fulton County residents on a scheduled basis during regular hours for the benefit of the general public.
2. As a minimum agreement for supervision of the facility, The Nature Center agrees to direct day-to-day supervision of the management of The Nature Center and will operate at least 20 hours per week through the term of the Contract, with a responsible person to be located on site during operational hours.
3. The Nature Center agrees to maintain its status as a non-profit organization and, with its revenue, continue to promote education, conservation and environmental stewardship for the benefit of the public.
4. The Nature Center agrees to provide the Department of Arts and Culture with:
 - A. Copy of Bear Creek Nature Center's 2024 Work Plan, including program service goals and objectives;
 - B. Schedule of 2024 programs and special events and projected participation.
 - C. A copy of the 2023 year-end financial statement;
 - D. A copy of Certificate of Insurance, as described in "Attachment B;" and
 - E. A copy of The Nature Center's Certification of non-profit 501(c) (3) status.
 - F. A copy of the most recent Board Meeting Minutes and a list of all active Board Members, indicating the registered agent to sign contracts.
5. By the tenth (10th) day of each month during the term of this Contract, The Nature Center agrees to provide the Department of Arts and Culture with:
 - A. A monthly attendance report for each program/event held regarding environmental promotion and protection, beginning upon execution through December 31, 2024; and
 - B. The number of active volunteers and the number of volunteer hours donated for environmental promotion and protection activities for the previous month, beginning upon execution through December 31, 2024.
6. Contract funding will be paid out in one disbursement.

**ATTACHMENT “B”
INSURANCE AND LIABILITY**

The Nature Center shall maintain for the life of the Contract such insurance as shall fully protect Fulton County and any subcontractors performing work covered by this Contract from any and all claims, including bodily injury, property damage or personal injury that may arise or result from The Nature Center under this Contract.

At a minimum, the above-described insurance must include the following elements and limits of coverage.

Comprehensive General Liability

- | | |
|---|-----------|
| 1. Bodily Injury (each occurrence and annual aggregate) | \$500,000 |
| 2. Property damage (each occurrence and annual aggregate) | \$500,000 |
| 3. Personal injury (each occurrence and annual aggregate) | \$500,000 |

Automobile Liability

- | | |
|--------------------------------------|-----------|
| 1. Bodily injury (each occurrence) | \$500,000 |
| 2. Property damage (each occurrence) | \$100,000 |



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0312

Meeting Date: 5/15/2024

Department

Senior Services

Requested Action

Request approval to increase the spending authority - Senior Services, 21RFP000016A-CJC, Alternative Senior Transportation Services in an amount not to exceed \$1,500,000.00 with Common Courtesy (Atlanta, GA) to provide transportation services/ride sharing to eligible Fulton County residents aged 60 and above. This amount is based on the BOC approved FY24 enhancement for senior transportation. Effective upon BOC approval. **(HELD ON 5/1/24)**

Requirement for Board Action

In accordance with Purchasing Code Section 102-420, changes within the scope of the contract and necessary for 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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

The Department of Senior Services recommends approval of an increase in spending authority for Common Courtesy to provide Alternative Senior Transportation Services. The Board of Commissioners approved an enhancement to the 2024 budget to cover increased costs associated with Uber/Lyft rides for eligible seniors.

Scope of Work: The Department manages non-emergency medical transportation through its MOST model (Mobility Options for Senior Transport). The Alternative Senior Transportation Program is designed for seniors aged 60 and above who are more ambulatory and do not require assistance beyond the use of a cane to walk. Transportation services are the conduit to connect seniors to daily living activities and life enrichment services. This service has been impactful and shown to counter senior isolation, lower waiting times and provides same day service. Common Courtesy, through their partnership with local Transportation Network Companies (TNCs), e.g. Uber, Lyft or any combination of providers, establishes dispatch/concierge services for senior residents of Fulton County aged 60 and above. The scope of work entails the utilization of an automated system that orders trips from both mobile applications and/or desktops for operators as needed. The system tracks routes from the beginning to end of the trip to ensure a level of security for the senior riders. Fulton County seniors who qualify will pay a \$1.00 cost share per trip and may receive up to 16 trips per month.

Community Impact: This service is currently providing services for an average of 1,800 seniors monthly and there are 4,289 registered seniors. The Alternative Senior Transportation Service program has enabled seniors to remain engaged in their communities and access trips to pharmacies, doctor appointments, and other activities that support daily living. This service has become a lifeline for seniors to connect to their community and to prevent senior isolation.

Department Recommendation: The Department recommends approval.

Project Implications: Fulton County's senior population continues to grow in tandem with the projected growth of seniors nationally. It is estimated by 2030, 20% of the US population will be seniors. Senior transportation is the department's most requested service. Increased authority will allow continued service to seniors.

Community Issues/Concerns: No issues or concerns have been raised by the Community regarding the Common Courtesy performance during the previous contract period.

Department Issues/Concerns: Survey data collected by the department reveals the importance of this service and community need. If not approved, Senior Services is concerned about the negative impact to seniors who rely on this transportation program.

Contract Modification

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	21-1048	12/15/2021	\$1,383,670.00
Amendment No. 1	22-0367	5/18/2022	\$519,177.60
Amendment No. 2	22-0445	6/15/2022	\$43,987.00
Amendment No. 3	22-0488	7/13/2022	\$900,000.00
Amendment No. 4	22-0582	8/17/2022	\$900,000.00
1 st Renewal	22-0735	10/5/2022	\$1,384,177.60

Amendment No. 5	23-0201	4/12/2023	\$1,800,000.00
Amendment No. 6	23-0726	10/18/2023	\$1,200,000.00
2 nd Renewal	23-0908	12/20/2023	\$3,134,178.00
Amendment No. 7			\$1,500,000.00
Total Revised Amount			\$12,765,190.20

Contract Compliance Information:

Contract Value: \$1,500,000.00
Prime Vendor: Common Courtesy
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$1,500,000.00 or 100.00%

Total Contract Value: \$1,500,000.00 or 100.00%
Total Certified Value: \$0.00

Exhibits Attached

Exhibit 1: Contractor Performance Report

Contact Information

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Agenda Item No.: 24-0312

Meeting Date: 5/15/2024

Original Approved Amount: \$1,383,670.00
Previous Adjustments: \$11,265,190.20
This Request: \$1,500,000.00
TOTAL: \$12,765,190.20

Fiscal Impact / Funding Source

Funding Line 1:

100-183-183W-1183: General, Senior Services, Transportation Services, \$1,500,000.00

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: 3.0

Would you select/recommend this vendor again?

Yes

Report Period Start: 10/1/2023 **Report Period End:** 12/31/2023

Performance Evaluation Details

ID	E5
Project	Alternative Senior Transportation Services
Project Number	21RFP000016A-CJC
Supplier	Common Courtesy, Inc.
Supplier Project Contact	Bob Carr (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	10/01/2023 to 12/31/2023
Effective Date	01/16/2024
Evaluation Type	Formal
Interview Date	01/16/2024
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	01/16/2024 06:40 AM EST
Completion Date	01/16/2024 06:40 AM EST
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

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

QUALITY OF PRODUCT OR SERVICE

17/20

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

Comments *Not Specified*

TIMELINESS OF PERFORMANCE

20/20

Rating Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments *Not Specified*

BUSINESS RELATIONS

17/20

Rating Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments *Not Specified*

CUSTOMER SATISFACTION

17/20

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

Comments *Not Specified*

COST CONTROL

17/20

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

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

AMENDMENT NO. 7 TO FORM OF CONTRACT

Contractor: ***Common Courtesy***

Contract No. ***21RFP000016A-CJC. Alternative Senior Transportation Services***

Address: ***P.O. Box 19674***
City, State ***Atlanta, Georgia 30325***

Telephone: ***404 559 0070***

E-mail: ***bob@ccrides.org***

Contact: ***Bob Carr***
Founder

WITNESSETH

WHEREAS, Fulton County ("County") entered into a Contract with Common Courtesy to provide Alternative Senior Transportation Services, dated December 15, 2021, on behalf of the Department of Senior Services; and

WHEREAS, Amendment No. 1 was approved on May 18, 2022, BOC Item 22-0367; and

WHEREAS, Amendment No. 2 was approved on June 15, 2022, BOC Item 22-0445; and

WHEREAS, Amendment No. 3 was approved on July 13, 2022, BOC Item 22-0367; and

WHEREAS, Amendment No. 4 was approved on August 17, 2022, BOC Item 22-0582; and

WHEREAS, Amendment No. 5 was approved on April 12, 2023, BOC Item #23-0201; and

WHEREAS, Amendment No. 6 was approved on October 18, 2023, BOC Item #23-0726; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority in the amount of \$1,500,000.00 in order to continue to provide Alternative Senior Transportation Services; and

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

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

This Amendment No. 7 to Form of Contract is effective as of the ____ day of _____, 20__, between the County and Common Courtesy, who agree that all Services specified will be performed in accordance with this Amendment No. 7 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** No Change in Scope of Work.
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$1,500,000.00 (One Million Five Hundred Thousand Dollars and Zero Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 7 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. 7 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 7 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:

CONSULTANT:

FULTON COUNTY, GEORGIA

[COMMON COURTESY]

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Bob Carr
CEO

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

Ladisa Onyiliogwu, Director
Department of Senior Services

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0349

Meeting Date: 5/15/2024

Department

Public Works

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

Request approval to extend an existing Contract - Public Works Department, 21RFP131557K-DB, Design/Build Services for Big Creek Water Reclamation Facility (WRF) Standby Generator System Project with the Georgia Power Company (Atlanta, GA) for an extension of time to provide installation and testing for power generation facilities at the Big Creek WRF. This request is for an additional 89 days for the expansion and upgrade. 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)*

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: Under Agenda Item No. 22-0063 at the 1/19/2022 meeting the BOC awarded a design-build construction contract to the Georgia Power Company in the amount of \$12,879,472.00 to provide design/build services for the power generation system at the Big Creek WRF.

Scope of Work: The Public Works Department is seeking a time only extension to contract

#21RFP131557K-DB with no changes to the current scope of work or cost. The Public Works Department is seeking a time extension that would align all remaining activities under this contract with the overall schedule for Big Creek Upgrade/Expansion. Approval of this item would move the substantial completion date from May 10, 2024 to August 7, 2024, an increase of 89 days.

Completing the Big Creek WRF expansion and upgrade will be extremely difficult if this action is not approved. The Georgia Power Company has several scope items that have not been completed, including testing on the installed equipment and other safety related items. Georgia Power’s work provides all the primary and auxiliary power generation required to operate the plant. Ensuring this work has been completed and meets the needs to adequately continue the treatment process is at the heart of making the overall expansion/upgrade a successful project.

Community Impact: No immediate community impact has been noted or expected.

Department Recommendation: The Public Works Department recommends approval of this item.

Project Implications: This extension would better allow Georgia Power to complete all activities in accordance with the larger Big Creek WRF Expansion and Upgrade being completed by the Archer-Western/Brown and Caldwell JV.

Community Issues/Concerns: No community issues/concerns have been noted.

Department Issues/Concerns: Public Works does not have any issues or concerns with allowing a time only extension to Georgia Power.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0063	1/19/2022	\$12,879,472.00
Amendment No.1	Code 102-364	1/03/2024	\$.00
Amendment No.2	Code 102-364	4/11/2024	\$.00
Amendment No.3			\$.00
Total Revised Amount			\$12,879,472.00

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

Contract Value: **Time Extension**

Prime Vendor: **Georgia Power Company**

Prime Status: **Non-Minority**

Location: **Atlanta, GA**

County: **Fulton County**

Prime Value: **Time Extension**

Total Contract Value: **Time Extension**

Total Certified Value: **Time Extension**

Exhibits Attached

Exhibit 1: Extension No. 1 to Form of Agreement
Exhibit 2: Performance Evaluation

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

David E. Clark, Director, Public Works 404-612-2804

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$12,879,472.00
Previous Adjustments: \$0.00
This Request: \$0.00
TOTAL: \$12,879,472.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-S158: Water & Sewer R&E, Public Works, Big Creek Generator

Key Contract Terms	
Start Date:	End Date: 8/7/2024
Cost Adjustment: \$0.00	Renewal/Extension Terms: 89 Days

Agenda Item No.: 24-0349

Meeting Date: 5/15/2024

Overall Contractor Performance Rating: 97

Would you select/recommend this vendor again?

Yes

Report Period Start:
11/9/2023

Report Period End:
2/8/2024

AMENDMENT NO. 3 TO FORM OF CONTRACT

Contractor: **Georgia Power Company**

Contract No. **21RFP131557K-DB Design/Build for the Big Creek
Water Reclamation Facility (WRF) Standby Generator System Project**

Address: **241 Ralph McGill Blvd, NE, BIN # 10210 Atlanta, Ga 30308**
City, State **Atlanta, Georgia 30308**

Telephone: **770-364-8631**

Email: jmzerkus@southernco.com

Contact: **Jimmy Zerkus**

W I T N E S S E T H

WHEREAS, Fulton County (“County”) entered into a Contract with Georgia Power Company to provide to provide a standby generator system during the design and construction of the Big Creek Water Reclamation Facility (WRF) Standby Generator System Project. dated April 6th, 2022 on behalf of the Public Works Department; and

WHEREAS, the County wishes to extend the existing contract for an additional eighty nine (89) days in order to align the services with the overall schedule of the Big Creek WRF Expansion project; and

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

WHEREAS, this Extension #1 was approved by the Fulton County Board of Commissioners on May 17, 2024, BOC #24-_____.

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

This Amendment No. 3 to Form of Contract is effective as of the day of May, 2024, between the County and Georgia Power Company, who agree that all Services specified will be performed by in accordance with this to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** Time extension only for an additional eighty nine (89) days.
2. **COMPENSATION:** The services described under the Scope of Work herein shall be performed by Contractor for no additional costs to the County.
3. **LIABILITY OF COUNTY:** This Amendment No. 3 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 Chairman of the Board of Commissioners, attested to by the Clerk to the Commission, and delivered to Contractor.

4. **EFFECT OF AMENDMENT NO. 3 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 3 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONTRACTOR:

GEORGIA POWER COMPANY

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Jimmy C. Dooley,
Solutions Sales Manager

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

David E. Clark, Director
Public Works

Commission Expires: _____

(Affix Notary Seal)

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

ID	E2
Project	Design/Build Services for Big Creek Water Reclamation Facility (WRF) Standby Gen
Project Number	21RFP131557K-DB
Supplier	Georgia Power Company
Supplier Project Contact	Lark Joyner (preferred language: English)
Performance Program	Construction Services
Evaluation Period	11/09/2023 to 02/08/2024
Effective Date	02/13/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	02/13/2024 11:26 PM EST
Completion Date	02/13/2024 11:26 PM EST
Evaluation Score	97

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

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

SCHEDULE

20/20

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

Comments A contract extension is being sought by the vendor due to schedule slippage on the overarching project. These delays were not caused by Georgia Power but they effected the team ability to test the power generator system and backup generators. Georgia Power has performed an outstandingly in adhering to the County's expectations.

BUDGET MANAGEMENT

20/20

Rating Outstanding: Reasonable pricing on Scope Changes and processed in an expedited manner. Outstanding cost control. Changes in project scope outside of the consultant's control are identified quickly, with consideration given to the financial and budget implications. Scope changes submitted quickly with thorough rational and fair costing.

Comments *Not Specified*

OVERALL CONSTRUCTION PROJECT MANAGEMENT

17/20

Rating Excellent: Commendable Project Management that exceeds in some areas.

Comments *Not Specified*

COST CONTROL

20/20

Rating Outstanding: Proactive tracking and forecasting of the construction contract on a regular basis. This includes expedited and relevant input on Contractor claim submissions, with thorough justification and guidance on cost control of the construction contract. Proactively documents to the User Department potential cost overruns.

Comments The Georgia Power Company has done an outstanding job of managing project costs and keeping them within contract amounts despite the need for a contract extension.

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 Georgia Power Company has been an excellent team to work with on the Big Creek Upgrade/Expansion and this office would recommend continued utilization of their services.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0350

Meeting Date: 5/15/2024

Department

Community Development

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

Request approval of the 2024 Consolidated Community Services Program (CCSP) Evaluation Committee's recommendations in the amount of \$5,613,958.00 to the non-profits identified in Attachment "A". CCSP funding will support the delivery of essential community services to Fulton County residents in the areas of: Children and Youth Services; Disabilities; Economic Stability/Poverty; Health and Wellness; Homelessness; Senior Services; and Veterans Services. General funds in the amount of \$5,363,958.00 for the Community Services Program, and \$1,000,000.00 for the Veterans Services Program was approved by the Fulton County Board of Commissioners at the January 24, 2024, Second Regular Meeting (Agenda item# 24-0051). The contract period runs from January 1, 2024 - December 31, 2024.

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

Pursuant to O.C.G.A. Sec. 36-1-19.1, the Board of Commissioners may appropriate money for or the making of any grant or contribution for purely charitable purposes in the form of contracts for services, with "purely charitable purposes" meaning charitable, benevolent, or philanthropic purposes for health, education, social welfare, arts and humanities, or environmental organizations.

Pursuant to Fulton County Code Sec. 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the county, as they may deem expedient, according to law, having the care, management, keeping, collecting, or disbursement, of money belonging to the county, or appropriated for its use, making such rules and regulations for the support of the poor of the county, and for the promotion of health, as are not inconsistent with law, and to exercise such other powers as are granted by law, or are indispensable to their jurisdiction over county matters and county finances.

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

Health and Human Services

Commission Districts Affected

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

District 5

District 6

Is this a purchasing item?

No

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

Scope of Work: The CCSP program is the County’s principal avenue for funding social services programs pursuant to the County’s Strategic Plan.

Community Impact: CCSP funding will support the delivery of essential community services to Fulton County residents countywide in the areas of: Children and Youth Services; Disabilities; Economic Stability/Poverty; Health and Wellness; Homelessness; Senior Services; and Veterans Services.

Department Recommendation: The Department of Community Development request approval of the 2024 Consolidated Community Services Program (CCSP) Evaluation Committee’s recommendations in the amount of \$5,613,958.00

Project Implications: General funds in the amount of \$5,363,958.00 for the Community Services Program, and \$1,000,000.00 for the Veterans Services Program was approved by the Fulton County Board of Commissioners at the January 24, 2024, Second Regular Meeting (Agenda item# 24-0051).

Community Issues/Concerns: The Department of Community Development is not aware of any community issues/concerns regarding the agenda item.

Department Issues/Concerns: There are no Department issues/concerns regarding the agenda item.

Total Contract Value

This Request: \$5,613,958.00

Fiscal Impact / Funding Source

Funding Line 1:

100-121-CSG2-1160 - \$5,363,958

Funding Line 2:

100-121-VSPG-1160 - \$250,000

"Attachment A"

**2024 Consolidated Community Services Program Recommendations
All Service Categories**

	Agency Name:	Program Name:	Category:	2024 Recommended Amount:
1	21st Century Leaders, Inc.	Leadership Connect: 21CLub Immersive Experience	Economic Stability/Poverty	\$40,000.00
2	24/7 Gateway, LLC	Evolution Center Low Barrier Shelter	Homelessness	\$35,000.00
3	3D Girls, Incorporated	Girls Link Up 9th Grade Academy	Children and Youth Services	\$25,000.00
4	3Keys, Inc.	Permanent Supportive Housing	Homelessness	\$35,000.00
5	Agape Community Center, Inc.	Agape In-School, After-School and Summer Camp Programs	Children and Youth Services	\$50,000.00
6	Andrew P. Stewart Center Inc.	After School Program	Children and Youth Services	\$25,000.00
7	Angie's Kitchen, Inc.	Angie's Kitchen _ Feeding the Homeless	Homelessness	\$30,000.00
8	Antioch Urban Ministries Inc.	AUMI Recovery Program	Homelessness	\$30,000.00
9	Ascensa Health, Inc.	Residential Treatment for Substance Use and Co-Occurring Mental Health Disorders	Health and Wellness	\$50,000.00
10	Atlanta Court Appointed Special Advocates (CASA), Inc.	Atlanta Court Appointed Special Advocates (CASA), Inc Child and Family Advocacy	Children and Youth Services	\$35,000.00
11	Atlanta Legal Aid Society, Inc.	Fulton County Seniors Program	Senior Services	\$45,233.00
12	Atlanta Music Project, Inc.	FY24 Atlanta Music Project	Children and Youth Services	\$40,000.00
13	Atlanta Technical College Foundation	Fulton County Veteran Services at Atlanta Technical College	Veterans Services	\$100,000.00
14	Atlanta Urban Squash, Inc	A+ Youth Development Program: Academics + Fitness + Citizenship	Children and Youth Services	\$25,000.00
15	Auditory Verbal Center Inc.	Auditory Verbal Therapy/Early Intervention for Deaf and Hard of hearing children	Disabilities	\$40,000.00

**2024 Consolidated Community Services Program Recommendations
All Service Categories**

	Agency Name:	Program Name:	Category:	2024 Recommended Amount:
16	Automotive Training Center Corporation	Equipping youth and young adults for work in the automotive repair industry.	Economic Stability/Poverty	\$30,000.00
17	Big Brothers Big Sisters of Metro Atlanta	Helping Youth Build Academic & Social/Emotional Skills and Become Self-	Children and Youth Services	\$50,000.00
18	Bobby Dodd Institute	Getting Ready for Opportunity in Work (G.R.O.W.)	Disabilities	\$25,000.00
19	Boys & Girls Clubs of Metro Atlanta	Holistic Youth Development Programming in Fulton County Boys & Girls Clubs	Children and Youth Services	\$50,000.00
20	Breakthrough Atlanta	Breakthrough Atlanta High School Readiness	Children and Youth Services	\$30,000.00
21	Buckhead Christian Ministry	Emergency Assistance Program	Economic Stability/Poverty	\$50,000.00
22	C5 Youth Foundation of Georgia	Youth Development and economic opportunity through college and career readiness	Children and Youth Services	\$40,000.00
23	Camp Kudzu Inc.	Education and Disease Management for Children & Teens with Type 1 Diabetes (T1D)	Health and Wellness	\$50,000.00
24	Camp Village, Inc.	Camp Village, Inc./2024 Consolidated Community Services Program 24RFP013124C-	Children and Youth Services	\$42,218.00
25	CaringWorks, Inc	CaringWorks Supportive Housing	Homelessness	\$35,000.00
26	Catalyst Sports, Inc.	Increasing Access to Adaptive Sports for Fulton County Residents Who Live with Disabilities	Disabilities	\$25,000.00
27	Center for Black Women's Wellness	Wellness Program	Health and Wellness	\$45,000.00
28	Center for the Visually Impaired	Center for the Visually Impaired Services for Fulton County Seniors	Senior Services	\$30,000.00
29	Central Outreach and Advocacy Center	Supportive Services for People Experiencing Homelessness	Homelessness	\$30,000.00
30	Champions Community Foundation	CCF - Titans Program Support	Disabilities	\$25,000.00

**2024 Consolidated Community Services Program Recommendations
All Service Categories**

	Agency Name:	Program Name:	Category:	2024 Recommended Amount:
31	Chattahoochee Nature Center, Inc.	Connecting Fulton County with Nature	Children and Youth Services	\$40,000.00
32	Children's Development Academy	Best Start for Fulton County Preschoolers	Children and Youth Services	\$50,000.00
33	City of Refuge, Incorporated	COR Afterschool & Summer Program	Children and Youth Services	\$40,000.00
34	Clubhouse Atlanta	Clubhouse Atlanta Recovery Through Work	Disabilities	\$25,000.00
35	Communities In Schools of Atlanta	Communities In Schools of Atlanta's Dropout Prevention Program in 23 Fulton County Schools	Children and Youth Services	\$40,000.00
36	Community Assistance Center	Emergency Assistance Program	Economic Stability/Poverty	\$50,000.00
37	Construction Ready	Construction Ready Pre-Apprenticeship Program in southern Fulton County	Economic Stability/Poverty	\$50,000.00
38	Covenant House Georgia, Inc.	Housing Solutions for Youth Experiencing Homelessness	Homelessness	\$42,000.00
39	Create Your Dreams	Five Core Programs + Two Funds for SUCCESS 2024	Economic Stability/Poverty	\$50,000.00
40	Crossroads Community Ministries, Inc.	Door-To-Door Housing Program	Economic Stability/Poverty	\$40,000.00
41	Diabetes Association of Atlanta, Inc.	Diabetes Prevention and Control Program	Health and Wellness	\$40,000.00
42	Disability Action Center of Georgia Inc., D.B.A. disABILITY LINK	Empowering Our Youth (EOY) Locating Avenues Through Peer Support (LEAPS);	Disabilities	\$30,703.00
43	East Atlanta Kids Club	East Atlanta Kids Club: Out of School Time Programming	Children and Youth Services	\$40,000.00
44	Easter Seals North Georgia, Inc.	Early Education and Care Program	Children and Youth Services	\$50,000.00
45	Empowerment Resource Center, Inc.	Integrated Care Program (ICP Program)	Health and Wellness	\$50,000.00

**2024 Consolidated Community Services Program Recommendations
All Service Categories**

	Agency Name:	Program Name:	Category:	2024 Recommended Amount:
46	Entryway	Entryway - Fulton County Career Training, Job Placement, and Housing Program	Economic Stability/Poverty	\$30,000.00
47	Erin's Hope for Friends	Atypical Atlanta: An Autistic Teen and Young Adult Immersion Project	Children and Youth Services	\$50,000.00
48	Essential2Life	FIFTEEN Program - at-risk youth leadership and life skills development program for South Atlanta	Children and Youth Services	\$35,000.00
49	Families First, Inc.	Fulton County Consolidated Community Services Program - Building resilient communities through	Health and Wellness	\$40,000.00
50	Family Support Circle, Inc.	Youth Excellence Program	Children and Youth Services	\$25,000.00
51	Favor House, Inc.	It Takes A Village Youth Enrichment Program	Children and Youth Services	\$25,000.00
52	Fly on a Wall, INC	Open Bounce Youth Program	Children and Youth Services	\$25,000.00
53	Focused Community Strategies	Building Flourishing Communities in South Atlanta	Economic Stability/Poverty	\$30,000.00
54	Friends of Disabled Adults and Children, Too!, Inc.	FODAC 2024 Home Medical Equipment Program	Disabilities	\$40,000.00
55	Future Seekers, Inc.	The Future Seekers Builders of Youth Program	Children and Youth Services	\$50,000.00
56	Gateway Performance Productions	Live In-Person and Virtual Workshops and Classes for Fulton County Military Veterans for	Health and Wellness	\$40,000.00
57	Georgia Center for Child Advocacy, Inc.	Trauma-Informed Therapies & Services that Address Childhood Abuse and Trauma	Children and Youth Services	\$30,000.00
58	Georgia Justice Project	Expanding Access to Employment, Housing & Economic Stability for residents of Fulton County	Economic Stability/Poverty	\$45,000.00
59	Georgia Radio Reading Service, Inc.	GaRRS Radio Broadcast and Streaming Service	Disabilities	\$30,000.00
60	Georgia Strategic Alliance for New Directions & Unified Policies, Inc.	Build Up: Green Workforce Alliance	Economic Stability/Poverty	\$25,000.00

2024 Consolidated Community Services Program Recommendations
All Service Categories

	Agency Name:	Program Name:	Category:	2024 Recommended Amount:
61	Gilgal, Inc.	Recovery and Workforce Development Program	Homelessness	\$50,000.00
62	Hands On Atlanta Inc.	Hands On Atlanta Education Programs	Children and Youth Services	\$50,000.00
63	Harvest Rain Early Learning Academy	Harvest Rain Children and Youth Services	Children and Youth Services	\$50,000.00
64	Health Education Assessment & Leadership, Inc. (HEAL)	Integrating and Expanding Behavioral Health Services for HEAL's patients in SW Atlanta	Health and Wellness	\$40,000.00
65	Hillside, Inc.	Connecting Communities Mental Health Program	Children and Youth Services	\$40,000.00
66	HOSEA FEED THE HUNGRY AND HOMELESS, INC.	Homeless Prevention and Food Assistance Program	Economic Stability/Poverty	\$50,000.00
67	House of Cherith, Inc.	Residential Recovery Services for Survivors of Trafficking and Exploitation	Homelessness	\$42,000.00
68	HouseProud Atlanta, Inc.	HouseProud Atlanta - No-Cost Repairs for Seniors and Veterans	Senior Services	\$30,000.00
69	Innovative Solutions for Disadvantage and Disability, Inc.	2024 Project GRANDD (Grandparents Raising And Nurturing Dependents with Disabilities)	Senior Services	\$30,000.00
70	Integrity Transformations Community Development Corporation	Providing Atlanta Residents with Employment and Work-Readiness Skills (2024)	Economic Stability/Poverty	\$25,000.00
71	Intown Collaborative Ministries DBA Intown Cares	Intown Cares Homeless Outreach Program	Homelessness	\$30,000.00
72	Jewish Family & Career Services	Older Adult Case Management and Supportive Service Program	Senior Services	\$30,000.00
73	Junior Achievement of Georgia, Inc.	Financial Literacy and Career Readiness Education for Fulton County Students	Children and Youth Services	\$25,000.00
74	Kate's Club	Kate's Club Supportive Services for Grieving Children in Fulton County	Children and Youth Services	\$25,000.00
75	L.E.A.D., INC.	L.E.A.D. Center for Youth Sports-Based Youth Development Programs	Children and Youth Services	\$30,000.00

**2024 Consolidated Community Services Program Recommendations
All Service Categories**

	Agency Name:	Program Name:	Category:	2024 Recommended Amount:
76	Latin American Association	2024 Latino Self-Sufficiency Initiative	Economic Stability/Poverty	\$50,000.00
77	Leap for Literacy, Inc.	The Literacy Initiative	Children and Youth Services	\$25,000.00
78	Learn To Grow, Inc.	Stay Drug Free Youth Program	Children and Youth Services	\$40,000.00
79	Lekotek of Georgia	Lekotek Play/Learning Program	Disabilities	\$35,000.00
80	Los Ninos Primero Inc	Year-Round Education, Leadership, and Enrichment Programs for Low-Income Latino	Children and Youth Services	\$50,000.00
81	Making A Way Housing, Inc	Favored To Win! Employment Services Program (F2W!-ESP)	Economic Stability/Poverty	\$40,000.00
82	Mary Hall Freedom Village, Inc.	Freedom Village Homeless Services Program	Homelessness	\$50,000.00
83	Mercy Housing Southeast	Behavioral Health and Nutrition Support for Affordable Housing Residents	Health and Wellness	\$42,348.00
84	Midtown Assistance Center, Inc.	Homeless Prevention - Rent and Utility Assistance 2024	Economic Stability/Poverty	\$50,000.00
85	National Incarceration Association, Inc.	NIA Jail-to-Community Stabilization Project	Economic Stability/Poverty	\$25,000.00
86	Nehemiah Project Community Development Corporation	Nehemiah Project Senior Home Repair Program	Senior Services	\$47,000.00
87	Nicholas House, Inc	Homeless Family Housing and Self Sufficiency Program	Homelessness	\$35,000.00
88	Nobis Works, Inc.	Early Youth Employment Services (EYES) for Fulton County Students with Disabilities	Disabilities	\$35,000.00
89	North Fulton Community Charities, Inc.	Improving Economic Stability for North Fulton Residents	Economic Stability/Poverty	\$50,000.00
90	North Metro Miracle League Inc.	North Metro Miracle Softball League	Disabilities	\$30,000.00

**2024 Consolidated Community Services Program Recommendations
All Service Categories**

	Agency Name:	Program Name:	Category:	2024 Recommended Amount:
91	Odyssey Family Counseling Center	School and Community-Based Mental Health Program: Access to Mental Health Services and	Children and Youth Services	\$40,000.00
92	Odyssey, Inc.	Odyssey Atlanta After-School Student Enrichment Program	Children and Youth Services	\$40,000.00
93	On the Rise Community Development, Inc.	Financial Resilience for homeless citizens with children	Homelessness	\$30,000.00
94	Our House, Inc.	Interrelated Services for Families Experiencing Homelessness	Homelessness	\$50,000.00
95	Partnership Against Domestic Violence	PADV Fulton Shelter	Homelessness	\$50,000.00
96	Poverty 2 Prosperity PS Inc	And Still, I Rise Community Empowerment	Economic Stability/Poverty	\$50,000.00
97	Premier Academy, Inc.	Childhood Acute Mental Health Program (CAMP) at Premier Academy	Children and Youth Services	\$40,000.00
98	Project Open Hand/Atlanta, Inc.	Open Hand Medically Tailored Meals for Waitlisted Fulton County Seniors	Senior Services	\$30,000.00
99	PUSH Ministry Inc	PUSH Ministry Homelessness Prevention Program	Homelessness	\$35,000.00
100	Quality Care for Children	Learning When It Matters Most	Children and Youth Services	\$25,000.00
101	Raising Expectations Inc.	RE School Year Programs: Project D.R.E.A.M. & Project STEMWARE	Children and Youth Services	\$45,000.00
102	Raksha Inc.	Housing Assistance for South Asian Survivors of Domestic & Sexual Violence	Homelessness	\$35,000.00
103	Reach Out and Read Inc.	Fulton County Learning Success Initiative	Children and Youth Services	\$40,000.00
104	Rehab and Beyond, Inc.	Indigent Rehabilitative Care program (IRC)	Health and Wellness	\$45,000.00
105	Restore Life, Inc.	Bankhead Youth Mentorship Program: Equipping a generation for the future.	Children and Youth Services	\$30,000.00

**2024 Consolidated Community Services Program Recommendations
All Service Categories**

	Agency Name:	Program Name:	Category:	2024 Recommended Amount:
106	SafeHouse Outreach	Homelessness Services for Fulton County Residents - 2024	Homelessness	\$35,000.00
107	Saint Joseph's Mercy Care Services, Inc.	Recuperative Care for the Homeless Program	Homelessness	\$35,000.00
108	Self-Discovery: Pain, Positioning & Purpose, Inc.	SDp3: Building Community Resilience Through Whole Health and Wellness	Health and Wellness	\$40,000.00
109	Senior Services North Fulton	Transportation Options Program for Seniors	Senior Services	\$47,000.00
110	Ser Familia, Inc.	Family Services towards Self-Sufficiency for Latino Families in Fulton County	Homelessness	\$30,000.00
111	SKIP Georgia Chapter, Inc (Save Kids of Incarcerated Parents)	SKIP Scholars 2024 Project Primetime Mentoring Program	Children and Youth Services	\$25,000.00
112	Solomons Temple Foundation Inc	The Emergency and Transitional Housing Program	Homelessness	\$41,287.00
113	Speak Life Foundation, Inc.	Speak Life Program	Children and Youth Services	\$25,000.00
114	Stand Up for Kids Atlanta	StandUp for Kids Homelessness Prevention Programs	Homelessness	\$35,000.00
115	STAR House Foundation	STAR House Foundation Project 2024	Children and Youth Services	\$50,000.00
116	Summerhill Neighborhood Development Corporation	SNDC Healthy Living Initiative	Health and Wellness	\$40,000.00
117	The Christian City, Inc.	Christian City Children's Village and Thrive Programs	Children and Youth Services	\$25,000.00
118	The Drake House, Inc.	2024 CSP The Drake House	Homelessness	\$35,000.00
119	The Episcopal Diocese of Atlanta	Supports for Success	Economic Stability/Poverty	\$40,000.00
120	The Investors Academy Inc	Our Veteran's Excelling For Life	Veterans Services	\$100,000.00

**2024 Consolidated Community Services Program Recommendations
All Service Categories**

	Agency Name:	Program Name:	Category:	2024 Recommended Amount:
121	The Lionheart Life Center, Inc.	Lionheart for Life	Disabilities	\$40,000.00
122	The Literacy Lab	The Literacy Lab's Leading Men Fellowship in Fulton County	Children and Youth Services	\$25,000.00
123	The Salvation Army, A Georgia Corporation	The Salvation Army Red Shield Services Veterans Service Program	Veterans Services	\$50,000.00
124	The Scholarship Academy	College Affordability Initiative	Economic Stability/Poverty	\$40,000.00
125	The Society of St. Vincent de Paul Georgia, Inc.	SVdP Georgia Homelessness Prevention and Stability Program	Economic Stability/Poverty	\$30,000.00
126	The STEAM Generation Inc. (TSG)	Path 2 Kindergarten (P2K): Bridging Educational Disparities for under resourced and neurodiverse	Children and Youth Services	\$25,000.00
127	The Study Hall, Inc	The Study Hall: Afterschool and Summer Program	Children and Youth Services	\$50,000.00
128	The Summit Counseling Center, Inc.	Subsidized Mental Health Counseling	Health and Wellness	\$50,000.00
129	Thrive Community	Thrive Community	Disabilities	\$40,000.00
130	Time2Give Inc	STEM Robotics Program - Curriculum Development & Instruction Coding, Controls and	Children and Youth Services	\$30,000.00
131	Toolbox, LLC	The Young Apprentice Construction Club	Children and Youth Services	\$25,000.00
132	Trans Housing Coalition	Trans Housing Coalition - Street Outreach, Emergency, Transitional and Permanent Housing	Homelessness	\$35,000.00
133	Trees Atlanta, Inc.	Youth Tree Team Employment and Enrichment Program	Economic Stability/Poverty	\$29,169.00
134	Truancy Intervention Project Georgia, Inc.	Ensuring Students Reach their Educational Potential through Absence Prevention and	Children and Youth Services	\$50,000.00
135	Urban Health and Wellness dba The Urban Clinic of Atlanta	Increase access to care and free lab services for uninsured Fulton County residents	Health and Wellness	\$40,000.00

**2024 Consolidated Community Services Program Recommendations
All Service Categories**

	Agency Name:	Program Name:	Category:	2024 Recommended Amount:
136	Urban League of Greater Atlanta	Project Ready Atlanta: College & Career Access Program	Children and Youth Services	\$40,000.00
137	Vision Warriors	Vision Warriors CSP 2024	Health and Wellness	\$45,000.00
138	VOX Teen Communications	VOX Teen Voices	Children and Youth Services	\$50,000.00
139	Wellspring Living	Women's Academy	Economic Stability/Poverty	\$50,000.00
140	Westside Future Fund	Our Next Chapter: Economic Mobility and Stabilization Supports for Vulnerable Families in	Economic Stability/Poverty	\$30,000.00
141	Wilderness Works, Inc.	Wilderness Works for Fulton County's Disadvantaged Youth	Children and Youth Services	\$30,000.00
142	Wings for Kids	Wings for Kids Afterschool Program	Children and Youth Services	\$40,000.00
143	Young Men's Christian Association of Metropolitan Atlanta, Inc.	YMCA of Metro Atlanta's Afterschool/Extended Hours Early Learning Program at Woodson Park	Children and Youth Services	\$40,000.00
144	Youth Empowerment Success Services	Youth Empowerment Success Services Rebound Support Services (YESS RSS)	Homelessness	\$30,000.00
145	youthSpark, Inc.	Youth Services Center: Building Brighter Futures for At-Risk Youth	Children and Youth Services	\$40,000.00

*2024 CCSP Budget Total - \$6,363,958.00
2024 CCSP Recommendations Total - \$5,613,958.00*



Department of Community Development

Consolidated Community Services Program (CCSP) 2024 Funding Recommendations



May 15, 2024

Consolidated Community Services Program

The Fulton County Consolidated Community Services Program (CCSP) is one of the County's principal avenue for funding social service programs pursuant to the County's Strategic Plan. CCSP addresses seven (7) Service Categories: Children & Youth Services, Disabilities, Economic Stability/Poverty, Health and Wellness, Homelessness, Senior Services, and Veterans.

During the 2023 Community Services Program (January 1-December 31, 2023), there were 96,339 Fulton County Citizens served through 150 non-profit agencies.

The Fulton County Board of Commissioners approved \$5,363,958.00 for the Community Services Program, and \$1,000,000.00 for the Veterans Services Program as a part of the FY24 General Fund Budget.

The CCSP RFP was released on January 31, 2024, and closed on February 27, 2024. Two-hundred and eleven (211) agencies submitted CCSP proposals, totaling \$17,974,813.53.

One hundred and forty-five (145) agencies are being recommended for CCSP funding totaling \$5,613,958.00. There are nine (9) eligible unfunded agencies. An additional \$225,000.00 would be needed to fund those agencies at their recommended amount. Reference page 50 of the CCSP Recommendations Packet for list of unfunded agencies by district.

Funding approved for Veterans exceeded the eligible requests, leaving a balance of \$750,000 for Veterans Services. An RFP will be released to allocate the remaining Veterans Services funding. The Department of Community Development will work with the Veterans Empowerment Commission on outreach to non-profit agencies serving Veterans.



2024 CCSP Funding Recommendations by Service Category

Consolidated Community Services Program (CCSP) RFP 2024 Funding Recommendations by Service Category			
	Number of RFPs Recommended by Service Category	Percentage of RFPs Recommended by Service Category out of 145	Funding Recommendation Totals by Service Category
1. Number of recommended CCSP proposals – Children and Youth Services	56	39%	\$2,077,218.00
2. Number of recommended CCSP proposals – Disabilities	13	9%	\$420,703.00
3. Number of recommended CCSP proposals – Economic Stability/Poverty	25	17%	\$999,169.00
4. Number of recommended CCSP proposals – Health and Wellness	15	10%	\$657,348.00
5. Number of recommended CCSP proposals – Homelessness	25	17%	\$920,287.00
6. Number of recommended CCSP proposals – Senior Services	8	6%	\$289,233.00
7. Number of recommended CCSP proposals – Veterans Services	3	2%	\$250,000.00
TOTALS	145	100%	\$5,613,958.00**
<i>** The approved funding in the Veterans Services Category (\$1M) exceeded the total eligible requests leaving an available balance of \$750,000.00 for Veterans Services.</i>			



2024 CCSP Eligible Applicants–Unfunded–Funding Exhausted

2024 Consolidated Community Services Program Eligible Applicants -Unfunded Funding Exhausted

	Agency Name:	Program Name:	Funding Category:	District of Agency	Districts Served by Program	2024 Funding Recommendations:
1	PRISM of Georgia	Enhancing PRISM of Georgia's Vocational and Life Skills Program	Disabilities	1	1 2 3	\$25,000.00
2	Connecting Communities and Families, LLC	Transition to Independence	Economic Stability/Poverty	4	4	\$25,000.00
3	First Step Staffing, Inc.	Working Future Employment Program	Economic Stability/Poverty	4	1 2 3 4 5 6	\$25,000.00
4	Martin Luther King Sr. Community Resources Collaborative	Journey to Economic Mobility	Economic Stability/Poverty	4	1 2 3 4 5 6	\$25,000.00
5	Per Scholas	Per Scholas Atlanta IT Training: Advancing Economic Mobility for Fulton	Economic Stability/Poverty	4	1 2 3 4 5 6	\$25,000.00
6	Inspiredu Inc.	Connect the Dots Digital Workshops	Economic Stability/Poverty	6	6	\$25,000.00
7	The Giving Kitchen Initiative Inc.	Giving Kitchen serves food service workers in crisis in Fulton County	Economic Stability/Poverty	6	1 2 3 4 5 6	\$25,000.00
8	Citizen Advocacy of Atlanta & DeKalb, Inc	Citizen Advocacy: Inclusion Matters	Disabilities	N/A	1 2 3 4 5 6	\$25,000.00
9	SwemKids International, Inc.	Aquatics Career Readiness	Economic Stability/Poverty	N/A	1 2 3 4 5 6	\$25,000.00

2024 CCSP Recommendations Total - Eligible Unfunded Applicants - \$225,000.00





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0351

Meeting Date: 5/15/2024

Department

Community Development

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

Request approval of the 2024 American Rescue Plan Act (ARPA) Summer Youth Job Training Program (SYJTP) Evaluation Committee's recommendations in the amount of \$500,000.00 to the non-profits identified in Attachment "A". ARPA SYJTP funding to these non-profits will provide Fulton County teens with the opportunity to gain work experience, develop interpersonal skills, and learn and explore career interests while earning income during the summer. American Rescue Plan Act funds in the amount of \$500,000.00 for the ARPA Summer Youth Job Training Program was approved by the Fulton County Board of Commissioners at the January 24, 2024 Second Regular meeting (Agenda item# 24-0051). The contract period runs from May 1, 2024 - August 31, 2024.

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

Pursuant to O.C.G.A. Sec. 36-1-19.1, the Board of Commissioners may appropriate money for or the making of any grant or contribution for purely charitable purposes in the form of contracts for services, with "purely charitable purposes" meaning charitable, benevolent, or philanthropic purposes for health, education, social welfare, arts and humanities, or environmental organizations.

Pursuant to Fulton County Code Sec. 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the county, as they may deem expedient, according to law, having the care, management, keeping, collecting, or disbursement, of money belonging to the county, or appropriated for its use, making such rules and regulations for the support of the poor of the county, and for the promotion of health, as are not inconsistent with law, and to exercise such other powers as are granted by law, or are indispensable to their jurisdiction over county matters and county finances.

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

Health and Human Services

Commission Districts Affected

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

District 6

Is this a purchasing item?

No

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

Scope of Work: The ARPA SYJTP program is one the County’s principal avenue for funding social services programs pursuant to the County’s Strategic Plan.

Community Impact: SYJTP funding will provide Fulton County teens with the opportunity to gain work experience, develop interpersonal skills, and learn and explore career interests while earning income during the summer.

Department Recommendation: The Department of Community Development request approval of the 2024 ARPA Summer Youth Job Program (SYJTP) Evaluation Committee’s recommendations in the amount of \$500,000.00.

Project Implications: American Rescue Plan Act funds in the amount of \$500,000.00 for the ARPA Summer Youth Job Training Program was approved by the Fulton County Board of Commissioners at the January 24, 2024 Second Regular meeting (Agenda item# 24-0051).

Community Issues/Concerns: The Department of Community Development is not aware of any community issues/concerns regarding the agenda item.

Department Issues/Concerns: There are no Department issues/concerns regarding the agenda item.

Total Contract Value

This Request: \$500,000.00

Fiscal Impact / Funding Source

Funding Line 1:

448-121-ARP3-SYTH

Attachment "A"

2024 ARPA Summer Youth Job Training Program Recommendations - Quick Reference

	Agency Name:	Program Name:	2024 Recommended Amount:
1	Atlanta Business League Foundation	Atlanta Business League Foundation - Student Business Shadow Program	\$35,000.00
2	Community Council of Metropolitan Atlanta, Inc.	26521-2024 ARPA Summer Youth Job Training Program 24RFP022824C-MH	\$25,000.00
3	Covenant House Georgia, Inc.	Covenant House Georgia Summer Job Training Pilot	\$35,000.00
4	Facts to Thrive Inc	Facts to Thrive Career & Life Preparation Program (FTTCLPP)	\$35,000.00
5	Generation Infocus Foundation	GIF-Summer Youth Job Training Program	\$35,000.00
6	Helping Empower Youth, Inc.	Helping Empower Youth Empowered Leaders	\$35,000.00
7	Hope for Youth, Inc	Hope for Youth, Inc Leadership Academy Summer Internship Program	\$25,000.00
8	Kingdom Mentors International Corp.	2024 ARPA Summer Youth Job Training Program	\$25,000.00
9	Men of Excellence Inc	Men of Excellence Summer Youth Employment Program	\$25,000.00
10	Men of Intelligence Association	Green Futures Youth Employment Program	\$25,000.00
11	Noble Truth Project Inc.	Glaciers Ice: Youth Entrepreneurship Program	\$35,000.00
12	One Talent, Inc.	One Talent Youth Summer Service Program	\$25,000.00
13	Our House, Inc.	Career Explorations in Early Learning	\$35,000.00
14	Positive Transition Services, Inc.	Empowering Homeless Youth Initiative	\$35,000.00
15	re:imagine/ATL	Summer Fellowship and Apprenticeship Programs	\$35,000.00
16	Restore Life, Inc.	Bankhead Youth Summer Job Training Program	\$35,000.00

2024 ARPA SYJTP Award Total: \$500,000.00



Department of Community Development

ARPA Summer Youth Job Training Program (SYJTP) 2024 Funding Recommendations



ARPA Summer Youth Job Training Program

The Summer Youth Job Training Program (SYJTP) was established as part of Fulton County's commitment to providing Fulton County teens with the opportunity to gain work experience, develop interpersonal skills, and learn and explore career interests while earning income during the summer.

During the 2023 SYJTP (May 1-August 31, 2023), there were 234 Fulton County Youth served through 11 non-profit SYJTP agencies.

2024 ARPA Summer Youth Job Training Program Funding Priorities:

1. Training/Job Development/Employment in strategic industries which leads to self-sufficiency.
2. Access to digital literacy/ training for middle skill jobs including “earn and learn” models which allow job seekers to meet basic needs while training to enter living wage jobs.
3. In-Demand Career Exploration and re-engagement with educational systems by opportunity youth.
4. Wraparound Support to address basic needs during training.



ARPA Summer Youth Job Training Program

Overview of Submissions and Recommendations:

ARPA Summer Youth Job Training Program (SYJTP) 2024 RFP Submissions & Recommendations		
	RFPs	Funding Requests
Total number of 2024 ARPA Summer Youth Job Training Program Proposals and Funding Requests submitted online via Fulton County WebGrants by the March 29, 2024, 3:00pm deadline.	51	\$4,115,036
Number of eligible 2024 ARPA SYJTP proposals.	16	\$1,229,192
Total Number of 2024 eligible ARPA SYJTP proposals being recommended for funding.	16	\$500,000





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0352

Meeting Date: 5/15/2024

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

Request approval of a Resolution of the Fulton County Board of Commissioners to provide the salary savings in a department's budget shall not be frozen nor swept by unilateral action of the Finance Department prior to October 1 each year; to provide that the budget officer shall not withhold approval of a department's request to transfer salary savings to another lawful, non-recurring purpose; and for other purposes. **(Abdur-Rahman)**

1 **RESOLUTION OF THE FULTON COUNTY BOARD OF COMMISSIONERS TO**
2 **PROVIDE THAT SALARY SAVINGS IN A DEPARTMENT’S BUDGET SHALL NOT BE**
3 **FROZEN NOR SWEEP BY UNILATERAL ACTION OF THE FINANCE DEPARTMENT**
4 **PRIOR TO OCTOBER 1 EACH YEAR; TO PROVIDE THAT THE BUDGET OFFICER**
5 **SHALL NOT WITHHOLD APPROVAL OF A DEPARTMENT’S REQUEST TO**
6 **TRANSFER SALARY SAVINGS TO ANOTHER LAWFUL, NON-RECURRING**
7 **PURPOSE; AND FOR OTHER PURPOSES.**

8 **WHEREAS**, O.C.G.A. § 36-81-3(d) allows “[t]ransfers of appropriations within any
9 fund below the local government’s legal level of control [which] shall require only the
10 approval of the budget officer”; and

11 **WHEREAS**, O.C.G.A. § 36-81-4(a) allows local governments to appoint budget
12 officers, who “serve at the will of the governing authority”; and

13 **WHEREAS**, Part 1 of the Fulton County Code of Laws (“FCC”), Section 2-262,
14 provides that “the finance director shall institute a set of controls and procedures in order
15 to maintain sound financial policies and controls of all moneys appropriated
16 and budgeted, “but the BOC has “exclusive jurisdiction and control over ...directing and
17 controlling all the property of the county, as they may deem expedient, according to law”
18 as provided in FCC Section 1-117; and

19 **WHEREAS**, “salary savings” are created by unfilled or vacant positions that were
20 approved in a department’s annual budget; and

21 **WHEREAS**, it is useful for a department to have the opportunity to reassess during
22 the year whether such salary savings may be more beneficially spent for another purpose
23 within the department; and

24 **WHEREAS**, it has been the practice of the Finance Department to unilaterally
25 freeze the ability of departments to use their salary savings or sweep the salary savings
26 from departments’ budgets from time to time and to put those funds to other uses for the

1 benefit of the County, thus depriving departments of the ability to seek transfers of the
2 salary savings to other non-recurring departmental uses; and

3 **WHEREAS**, this practice of restricting the use of salary savings prevents
4 departments from taking remedial measures caused by vacancies in the department; and

5 **WHEREAS**, the Board of Commissioners finds that it is in the best interest of
6 Fulton County for its departments to have the ability to recognize salary savings and plan
7 for the use of those savings for non-recurring purposes throughout the year without
8 having those budgeted funds unduly restricted; and

9 **NOW THEREFORE, BE IT HEREBY RESOLVED**, that the Finance Department
10 is hereby directed by the Board of Commissioners to abstain from implementing a freeze
11 or sweep of salary savings of departments prior to October 1 of each year without first
12 seeking approval of the Board of Commissioners.

13 **BE IT FURTHER RESOLVED**, that the budget officer shall not withhold approval
14 from any department seeking to utilize salary savings for another non-recurring purpose
15 provided such purpose is otherwise lawful.

16 **BE IT FURTHER RESOLVED**, that nothing herein shall restrict the Finance
17 Department from requesting that the Board of Commissioners approve a freeze or sweep
18 of salary savings prior to October 1 if deemed prudent in the opinion of the Finance
19 Director or the Chief Financial Officer.

20 **BE IT FINALLY RESOLVED**, that notwithstanding the repurposing of certain salary
21 savings in any given year, the Board of Commissioners is neither bound to such
22 appropriations nor restricted in any way in future years' budgeting decisions.

23 **SO PASSED AND ADOPTED**, by the Board of Commissioners of Fulton County

1 Georgia this 15th day of May, 2024.

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**FULTON COUNTY BOARD
OF COMMISSIONERS**

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SPONSORED BY:

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Vice-Chair Khadijah Abdur-Rahman,
Commissioner District 6

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.: 24-0353

Meeting Date: 5/15/2024

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

Request approval of a Resolution of the Fulton County Board of Commissioners to increase the budget of the District Attorney in the amount required to convert the current project "ORCA" Attorney positions in that department to permanent positions in the 2024 Fiscal Year Budget, funded at the current rate of pay for each position; to provide funding for such increase from the General Fund; and for other purposes. **(Abdur-Rahman)**

1 **RESOLUTION OF THE FULTON COUNTY BOARD OF COMMISSIONERS TO**
2 **INCREASE THE BUDGET OF THE DISTRICT ATTORNEY IN THE AMOUNT**
3 **REQUIRED TO CONVERT THE CURRENT PROJECT "ORCA" ATTORNEY**
4 **POSITIONS IN THAT DEPARTMENT TO PERMANENT POSITIONS IN THE 2024**
5 **FISCAL YEAR BUDGET, FUNDED AT THE CURRENT RATE OF PAY FOR EACH**
6 **POSITION; TO PROVIDE FUNDING FOR SUCH INCREASE FROM THE GENERAL**
7 **FUND; AND FOR OTHER PURPOSES.**

8 **WHEREAS**, pursuant to O.C.G.A. § 36-81-3(d)(1), "[a]ny increase in appropriation
9 at the legal level of control of the local government, whether accomplished through a
10 change in anticipated revenues in any fund or through a transfer of appropriations among
11 departments, shall require the approval of the governing authority. Such amendment shall
12 be adopted by ordinance or resolution" and;

13 **WHEREAS**, the Board of Commissioners has "exclusive jurisdiction and control
14 over ...directing and controlling all the property of the county, as they may deem
15 expedient, according to law" as provided in Fulton County Code ("FCC") Section 1-117;
16 and

17 **WHEREAS**, the District Attorney has utilized the services of attorneys funded
18 through the federal American Rescue Plan Act ("ARPA") grant to alleviate the backlog of
19 criminal cases caused and contributed to by the COVID pandemic emergency; and

20 **WHEREAS**, the Board of Commissioners finds that it is in the best interest of
21 Fulton County to ensure that such legal work can continue regardless of the availability
22 of the ARPA funding or other uses of the ARPA funding by the County that may be
23 required; and

24 **WHEREAS**, the seamless transition of the non-permanent attorney positions
25 utilized by the District Attorney to permanent positions--funded through the addition of
26 these attorney positions to the total budget of the District Attorney in the 2024 fiscal year

1 -- will ensure there is no disruption of the District Attorney’s operations and will facilitate
2 the swift adjudication of criminal cases.

3 **NOW THEREFORE, BE IT RESOLVED** that the Board of Commissioners hereby
4 directs the Finance Department to calculate the amount of funding required to convert
5 each Project ORCA attorney position assigned to the Office of the District Attorney into a
6 permanent County-funded attorney position in the 2024 fiscal year budget, to be funded
7 at the current rate of pay for such position, and to transfer that total amount from general
8 fund monies into the 2024 fiscal year budget of the Office of the District Attorney upon the
9 expiration of ARPA funds or as soon as practicable this year to ensure the Project ORCA
10 positions are transitioned without any break in position availability.

11 **BE FURTHER RESOLVED** that the Finance Director and Chief Human Resources
12 Officer shall take all necessary action to create such permanent positions in the Office of
13 the District Attorney for the 2024 fiscal year.

14 **BE IT FINALLY RESOLVED** that notwithstanding the creation of such permanent
15 positions in the 2024 fiscal year, the Board of Commissioners is neither bound to such
16 appropriations nor restricted in any way in future years’ budgeting decisions.

17 **SO PASSED AND ADOPTED**, by the Board of Commissioners of Fulton County
18 Georgia this 15th day of May, 2024.

19 **FULTON COUNTY BOARD**
20 **OF COMMISSIONERS**

21 **SPONSORED BY:**

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Vice-Chair Khadijah Abdur-Rahman,
25 Commissioner District 6
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ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0354

Meeting Date: 5/15/2024

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

Request approval of a Resolution by the Fulton County Board of Commissioner urging Municipalities located within Fulton County, Georgia to enhance safety at convenience stores by adopting Ordinances and laws mandating the use of video surveillance systems at these establishments; and for other purposes. **(Abdur-Rahman)**

1 **A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS URGING**
2 **THE MUNICIPALITIES LOCATED WITHIN FULTON COUNTY, GEORGIA TO**
3 **ENHANCE SAFETY AT CONVENIENCE STORES BY ADOPTING ORDINANCES AND**
4 **LAWS MANDATING THE USE OF VIDEO SURVEILLANCE SYSTEMS AT THESE**
5 **ESTABLISHMENTS; AND FOR OTHER PURPOSES.**

6
7 **WHEREAS**, the Fulton County Board of Commissioners is tasked with protecting
8 the health, welfare, and safety of its residents and visitors by ensuring the continued
9 availability of crime free and safe convenience stores within the County; and

10 **WHEREAS**, the Fulton County Board of Commissioners declares and finds that a
11 significant number of violent crimes occur at convenience stores, and recognizes the
12 importance of video surveillance systems to ensure the safety and security of
13 convenience stores and their patrons, and assist in law enforcement investigations; and

14 **WHEREAS**, pursuant to O.C.G.A.§ 36-35-3, municipalities have the power to
15 adopt clearly reasonable ordinances, resolutions or regulations relating to their property,
16 affairs, and local government for which no provision has been made by general law and
17 which are not inconsistent with the state constitution or any applicable charter provision;
18 and

19 **WHEREAS**, the Fulton County Board of Commissioners fully supports and
20 encourages all municipalities located within Fulton County, Georgia to adopt ordinances
21 and laws mandating the use of video surveillance systems (VSS) at convenience stores
22 within their respective jurisdictions to the extent that such ordinances and laws promote
23 the public good and general welfare of Fulton County and the municipalities.

24 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
25 Commissioners hereby urges all municipalities located within Fulton County to adopt
26 ordinances and laws mandating the use of video surveillance systems (VSS) at

27 convenience stores within their respective jurisdictions for the benefit and protection of
28 their residents and visitors consistent with the powers granted to the municipalities by
29 state and local laws.

30 **BE IT FURTHER RESOLVED**, that the Fulton County Board of Commissioners
31 hereby urges all municipalities located within Fulton County to adopt an ordinance or law
32 mandating the use of video surveillance systems (VSS) at convenience stores within their
33 respective jurisdictions that includes the following key provisions:

34 (1) Video Surveillance Requirements:

- 35 • All convenience stores shall maintain a VSS in proper working order twenty-
36 four (24) hours and seven (7) days per week. Continuous operation of the
37 VSS is required, including outside of business hours.

38 (2) Minimum Standards for the Placement of Video Cameras:

- 39 • All convenience stores shall maintain video cameras at each register,
40 entrance and exit, pump, loading dock, and parking lot.

41 (3) Technological Standards for Video Cameras:

- 42 • All convenience store video cameras shall be high-resolution color cameras
43 capable of providing clear facial features, shall have infrared/night vision
44 capabilities, shall be 300 PPI or more resolution, and shall be maintained in
45 the file format preferred by the municipal police department.

46 (4) Video Surveillance Footage Maintenance and Accessibility:

- 47 • All video surveillance footage shall be recorded and maintained for at least
48 sixty (60) days.

49 • All video surveillance footage shall be accessible to law enforcement and
50 shall be provided to law enforcement within seventy-two (72) hours of a law
51 enforcement request.

52 (5) Notice of Presence of a Video Surveillance System:

53 • Convenience stores shall to prominently display notices informing the public
54 of the presence of the video surveillance system, including notices at
55 registers and/or counters.

56 (6) Grandfathering:

57 • There shall be a grace period for existing stores to comply with updated
58 standards.
59 • If a store currently has a VSS that becomes non-compliant due solely to the
60 changes in standards outline in the ordinance, that convenience store shall
61 have one-hundred eighty (180) days to bring its system into compliance.

62 (7) Change in Location:

63 • Convenience stores shall obtain an initial inspection for compliance in the
64 new location.

65 (8) Video Surveillance Standards:

66 • VSS standards shall be updated and published every three (3) years.
67 • The updated standards shall be published on the municipality’s website,
68 and the County’s website.
69 • The updated standards shall also be communicated to the Board of
70 Commissioners by filing with the Clerk to the Board of Commissioners.

71 (9) Monitored Business:

72 • The municipal chief of police may designate certain businesses as
73 "Monitored Businesses," subject to specific procedures and requirements,
74 such as installing a VSS and requesting an initial inspection.

75 (10) Inspections and Noncompliance:

76 • The municipal governing authority shall designate an agency or department
77 to conduct regular inspections to ensure compliance with the VSS
78 ordinance or law.

79 • Non-compliant convenience stores must take immediate steps to bring their
80 video surveillance systems into compliance within sixty (60) days of
81 notification of a violation.

82 • Failure to bring the VSS into compliance within sixty (60) days of notification
83 of a violation may result in an enforcement action.

84 (11) Enforcement Actions and Penalties:

85 • Municipal employees, including code compliance officers and inspectors,
86 are authorized to issue citations for violations of the ordinance.

87 • Upon citation and conviction of the violation in a court of competent
88 jurisdiction, which includes the Magistrate Court of Fulton County, the
89 violator may be subject to fines and/or imprisonment as outlined in the
90 municipal code. The specific penalties would depend on the nature and
91 severity of the violation.

92 (12) Revocation of Monitored Business Designation:

93 • For monitored businesses, failure to comply with VSS requirements may
94 result in the revocation of their monitored business designation.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0355

Meeting Date: 5/15/2024

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

Request a Resolution directing the County Manager and the County Attorney to evaluate the feasibility of utilizing American Rescue Plan Act (ARPA) funding to eliminate medical debt for qualifying Fulton County residents; to report back to the Board of Commissioners regarding the feasibility and implementation of such a medical debt relief program; and for other purposes. **(Pitts)**

1 **A RESOLUTION DIRECTING THE COUNTY MANAGER AND THE COUNTY**
2 **ATTORNEY TO EVALUATE THE FEASIBILITY OF UTILIZING AMERICAN RESCUE**
3 **PLAN ACT (ARPA) FUNDING TO ELIMINATE MEDICAL DEBT FOR QUALIFYING**
4 **FULTON COUNTY RESIDENTS; TO REPORT BACK TO THE BOARD OF**
5 **COMMISSIONERS REGARDING THE FEASIBILITY AND IMPLEMENTATION OF**
6 **SUCH A MEDICAL DEBT RELIEF PROGRAM; AND FOR OTHER PURPOSES.**

7
8 **WHEREAS**, medical debt prevents millions of people from achieving financial
9 stability, securing loans, seeking needed medical services, and affording the essentials
10 needed to survive; and

11 **WHEREAS**, insurmountable medical debt remains the largest driver of bankruptcy
12 in the United States, with two-thirds of bankruptcy filers citing medical debt as the leading
13 cause; and

14 **WHEREAS**, *KFF Health News*, formerly Kaiser Health News, a non-profit health
15 newsroom whose stories appear in news outlets nationwide, reported in February 2024,
16 that government data shows Americans owe at least \$220 billion in medical debt; and

17 **WHEREAS**, the average percentage of Americans with medical debt is about 2.3%
18 nationally; however, the number of adults in Georgia with medical debt is more than five
19 times higher at 12.7%, according to the *KFF Health News* analysis; and

20 **WHEREAS**, across the country, local governments are investigating ways to
21 improve residents' health and address economic disparities and inequities, including
22 using federal pandemic-era funds to cancel residents' medical debt in order to enhance
23 economic prospects for both individuals and communities; and

24 **WHEREAS**, the City of Saint Paul, Minnesota, for example, began 2024 with the
25 goal of eliminating more than \$100 million of residents' medical debt by leveraging the

1 city's federal American Rescue Plan Act funds to purchase and forgive medical debt on
2 behalf of its residents; and

3 **WHEREAS**, to qualify for the service, St. Paul residents must have an income
4 within 4% of the federal poverty guidelines or have medical debt totaling 5% or more of
5 their annual household income; and

6 **WHEREAS**, in 2021, Congress enacted the American Rescue Plan Act ("ARPA"),
7 P.L. 117-2, to provide relief from the economic effects of the COVID-19 pandemic; and

8 **WHEREAS**, on April 1, 2022, the U.S. Department of the Treasury (Treasury)
9 issued its "Final Rule", regarding the use of ARPA funds with guidelines, rules, and
10 directives to recipients of ARPA funds; and

11 **WHEREAS**, in the Final Rule, Treasury agrees that loss of health insurance,
12 increased financial risk from lacking health insurance, or excessive out-of-pocket
13 healthcare costs constitute negative economic impacts of the pandemic; and

14 **WHEREAS**, the Board of Commissioners believes that access to healthcare
15 should be a right, and no one should have to go into excessive debt to obtain the
16 healthcare that they need; and

17 **WHEREAS**, the Board of Commissioners desires to investigate the feasibility of
18 utilizing a portion of Fulton County's ARPA funds to eliminate medical debt for qualifying
19 Fulton County residents.

20 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
21 directs the County Manager and the County Attorney to conduct a feasibility assessment

1 regarding the viability of using ARPA funding to eliminate medical debt of qualifying Fulton
2 County residents.

3 **BE IT FURTHER RESOLVED**, that the Board of Commissioners hereby directs
4 the County Manager and the County Attorney to report back to the Board of
5 Commissioners regarding whether a medical debt relief program utilizing ARPA funds
6 can be initiated in Fulton County, Georgia, and if so, how such a program could be
7 implemented.

8 **BE IT FINALLY RESOLVED**, that this Resolution will take effect upon its adoption
9 and all resolutions and parts of resolutions in conflict with this Resolution are hereby
10 repealed to the extent of such conflict.

11 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
12 Georgia this 15th day of May, 2024.

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

16 **Sponsored by:**

17
18 _____
19 Robert L. Pitts, Chairman (At-Large)
20
21

22 ATTEST:

23
24
25 _____
26 Tonya Grier, Clerk to the Commission
27

28 APPROVED AS TO FORM:
29

30 _____
31 Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0356

Meeting Date: 5/15/2024

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

Discussion: Fulton County Jail Facilities - Senate Committee presentation, funding mechanisms, next steps regarding potential new/refurbished facilities **(Ellis)**



Fulton County Jail & Justice System

Overview of Budgetary & Policy
Actions by Fulton County Board of
Commissioners

Presented to Georgia State Senate
Subcommittee on the
Fulton County Jail

Tuesday, May 7, 2024

ROLE OF BOARD OF COMMISSIONERS



Board of Commissioners Role:

- Set Annual Budgets
- Set Employee Policy
- Appoint County Manager responsible for implementing policy
- Has limited oversight over Elected Officials outside of the budget process.

MAJOR INITIATIVES IMPACTING FULTON COUNTY JAIL



POPULATION REDUCTION

Case Backlog Reduction | Ankle Monitors | Detainee Outsourcing



JAIL STAFFING

Signing Bonuses | Increased Base Salaries | Overtime Policy / Contract Staff



FACILITY MAINTENANCE / REPLACEMENT

Maintenance Blitz & Bridging Plan / Replacement Jail Plan

PROJECT ORCA

Backlog Reduction Initiative

*In 2021, the Board of Commissioners allocated \$75 million of Fulton County's allocation of the American Rescue Plan fund to reduce the court backlog created due to the closure of courts during the COVID-19 Pandemic. This amount increased to \$80 million in 2023. **This represents 39% of Fulton County's total ARPA Funding.***

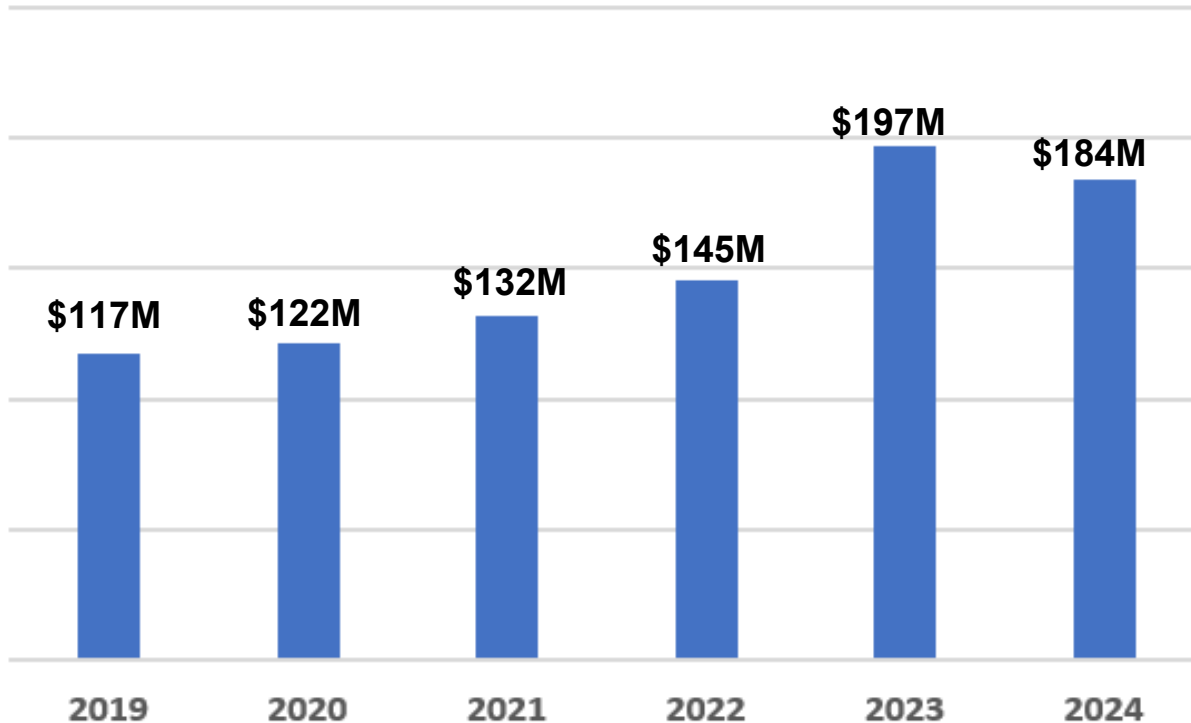
**\$80
Million
Investment**

**290
Positions
Created**

**134,388
CASES
DISPOSED**
(through 12/31/23)

Funding for Fulton County Sheriff's Office & Jail Has Increased By 66% Over Five Years

Funding for the Sheriff's Office

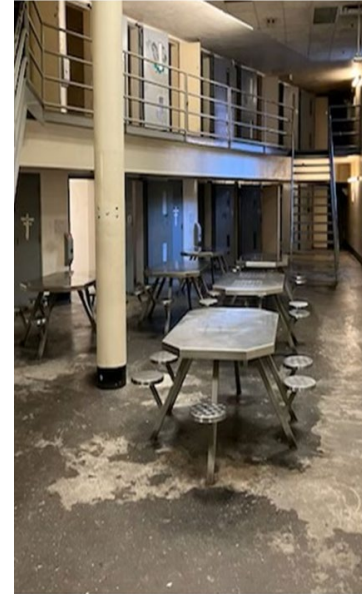


These figures include direct and indirect funds that support Sheriff's Office

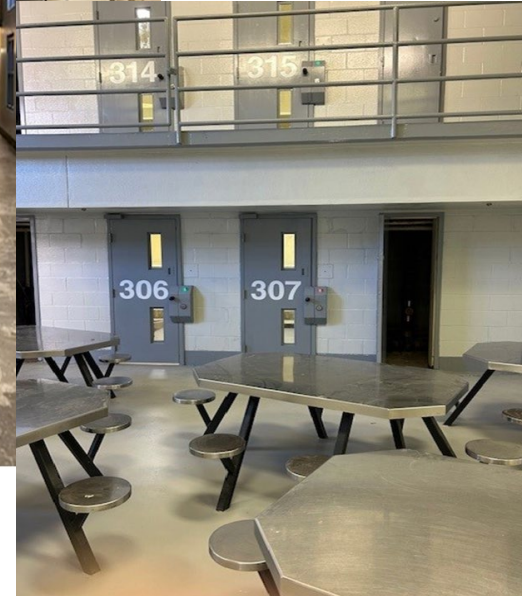
JAIL MAINTENANCE BLITZ PLAN

- One time investment of \$13.2M
- Complete restoration of 13 housing zones
- Includes repairs for cells and common areas
- Projected completion date of Jan/Feb 2025

Before



After



TRENDS IN JAIL POPULATION

	2019	2020	2021	2022	2023	2024
Main	2,047	2,304	2,599	2,713	2,511	1,797
South Annex	242	209	223	275	175	180
Marietta	23	33	47	35	57	56
Alpharetta	4	6	10	14	40	35
ACDC	n/a	n/a	n/a	295	399	369
Cobb County	n/a	n/a	167	207	138	106
Oconee County	n/a	n/a	n/a	n/a	19	23
Forsyth County	n/a	n/a	n/a	n/a	19	27
TOTAL	2,316	2,552	3,046	3,539	3,358	2,593

Please note that these figures do not include the detainees out on ankle monitors.

REPLACEMENT JAIL

- In 2021, Fulton County initiated a Jail feasibility study with a nationally-recognized team to evaluate options for repair or replacement. Study results were presented in 1Q23.
- **The Jail Feasibility Study recommended a 4,416-bed replacement facility on the site of the current Jail at an estimated cost of \$1.7 billion.** By comparison, renovation of the existing facility would cost an estimated \$2.4 billion.
- Fulton County Jail Program Management RFP will be issued this month.

KEY FEATURES OF NEW JAIL

Direct Supervision

Wrap Around Programs and Services

State-of-the-Art Medical & Mental Health Housing

CUMULATIVE CASE REDUCTION | JUSTICE SYSTEM SCORECARD



MEASURE	GOAL	MAY 2023 BASELINE	DECEMBER 2023	DELTA <i>(current month vs. baseline)</i>
Average Length of Stay	30 days	71 days	61 days	10 day decrease
Jail Population Unindicted without other charges	10%	34%	24%	10% decrease <i>(557 less unindicted)</i>
Clearance Rate for Felony Criminal Cases	100%	72%	52%	20% decrease
Felony Cases Disposed within 180 Days	90%	25%	35%	10% increase
Felony Cases Disposed within 365 Days	98%	63%	68%	5% increase

FULTON COUNTY REQUESTS FOR STATE SUPPORT

- Increase state funding for behavioral health beds (DBHDD Bed Study)
- Authorize a sales tax to fund Fulton County replacement Jail
- Fund the addition of three Superior Court judges and staff
- Pass statewide Case Management Standards
- Explore the transfer of available jail facilities to the County



**FULTON
COUNTY**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0357

Meeting Date: 5/15/2024

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

Discussion: Automobile Fleet Review - Presentation from Staff and Discussion **(Ellis)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0358

Meeting Date: 5/15/2024

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

Discussion: Elections - 2023 Municipal Election Final Costs, Activity Based Budgeting **(Ellis)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0359

Meeting Date: 5/15/2024

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

Discussion: Election **(Thorne)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0360

Meeting Date: 5/15/2024

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

Discussion: Outstanding water bill from City of Atlanta **(Pitts)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0361

Meeting Date: 5/15/2024

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

Discussion: Follow-up to Cherry Bekaert procurement review **(Pitts)**

