

**FULTON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING**

August 3, 2022
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)
Liz Hausmann, Vice-Chairman (District 1)
Bob Ellis, Commissioner (District 2)
Lee Morris, Commissioner (District 3)
Natalie Hall, Commissioner (District 4)
Marvin S. Arrington, Jr., Commissioner (District 5)
Khadijah Abdur-Rahman, Commissioner (District 6)

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

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

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

CONSENT AGENDA

22-0510 Board of Commissioners

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

22-0511 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Rev. Dr. Yvonne Shaw Appreciation Day.”
(Hall/Pitts/Ellis/ Abdur-Rahman)
June 17, 2022

Proclamation recognizing “Golf Women Mean Business Appreciation Day.” **(Hall)**
July 14, 2022

Proclamation recognizing “Eddie James Mumphrey Remembrance Day.”
(Abdur-Rahman)
July 15, 2022

Proclamation recognizing “Betty Ford Appreciation Day.” **(Abdur-Rahman)**
July 16, 2022

Proclamation recognizing “Walt Clyde Frazier Appreciation Day.” **(Abdur-Rahman)**
July 19, 2022

Proclamation recognizing “Harold Lyons Remembrance Day.” **(Abdur-Rahman)**
July 20, 2022

Open & Responsible Government

22-0512 Finance

No action is requested. This reporting is being provided to meet the quarterly reporting requirement for monetary transfers amount budget funds per Board Resolution #09-1262.

Infrastructure and Economic Development**22-0513 Real Estate and Asset Management**

Request approval of a Contractor Agreement with Southface Energy Institute ("Southface") in an amount not to exceed \$300,000.00 to perform project management, fiscal agency, furnishment, and installation of all necessary labor, materials, equipment, supervision, and insurance with subcontractors for the Community Resilience Hub Project design and implementation at Metropolitan Branch Library to become the County's first Community Resilience Hub. The agreement is 100% grant funded and is effective upon approval for 270 consecutive calendar days or completion of the project.

22-0514 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 3,601 square feet to Fulton County, a political subdivision of the State of Georgia, from Richard and Karen Wise, individuals, for the purpose of constructing the Wards Crossing Project at 325 Johns Landing Court, Johns Creek, Georgia 30022.

22-0515 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 6,035 square feet to Fulton County, a political subdivision of the State of Georgia, from South Puckett, LLC, for the purpose of constructing the Findley Road Project at 0 Findley Road, Johns Creek, Georgia 30097.

22-0516 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 7,861 square feet to Fulton County, a political subdivision of the State of Georgia, from Medlock Bridge Homeowners Association, Inc., for the purpose of constructing the Wards Crossing Project at 0 State Bridge Road, Johns Creek, Georgia 30022.

Justice and Safety**22-0517 Juvenile Court**

Request approval to renew an existing contract - Juvenile Court, 201TB162521A-CJC, Accountability Courts Drug and Alcohol Screen Confirmation in the amount of \$10,400.00 with Phamatech, Inc. (San Diego, CA) to perform drug and alcohol screens. This action exercises the second of two renewal options. No renewal options remain. Effective dates July 1, 2022 through June 30, 2023. This contract is 100% grant funded. No county funding is required.

22-0518 Juvenile Court

Request approval to renew an existing contract - Juvenile Court, 20RFP125479A-CJC, Accountability Courts Treatment Modalities with DIVAS, Inc. (Atlanta, GA) in the amount of \$56,795.00 to provide Accountability Courts Treatment Modalities. This action exercises the second of two renewal options. No renewal option remains. Effective dates July 1, 2022 through June 30, 2023. This contract is 100% grant funded. No county funding is required.

22-0519 Juvenile Court

Request approval to renew an existing contract - Juvenile Court, Bid# 20ITB031120A-CJC, Accountability Courts Surveillance Officers in the amount of \$26,400.00 with Living Invigorating Valuable Experiences, LLC (Atlanta, GA). This action exercises the second of two renewal options. No renewal option remains. Effective dates July 1, 2022 - June 30, 2023. This contract is 100% grant funded.

22-0520 Superior Court Administration

Request approval of a Memorandum of Agreement with Goodwill of North Georgia ("GNG") in an amount not to exceed \$78,354.00, the amount approved and fully funded in the SAMHSA grant budget. GNG will support the grant funded Fulton County Peer Recovery Support Services Project by providing job assessment, training, certification, and job placement services. This request represents the fourth (4) of four (4) one-year renewal terms, coinciding with and contingent upon continued grant funding and the approval of the Board of Commissioners. Effective October 1, 2022 through September 30, 2023.

22-0521 Superior Court Administration

Request approval to renew a Memorandum of Agreement with Georgia Council on Substance Abuse ("GCSA"), effective October 1, 2021 through September 30, 2022, in an amount not to exceed \$73,800. GCSA will support the Fulton County Peer Recovery Support Services Project by implementing the NIATx Process Improvement Model and by providing staff certification, training and ongoing support. This request represents the third (3) of four (4) one-year renewal terms, coinciding with and contingent upon continued grant funding through SAMHSA and the approval of the Board of Commissioners.

REGULAR MEETING AGENDA**22-0522 Board of Commissioners**

Adoption of the Regular Meeting Agenda.

22-0523 Clerk to the Commission

Ratification of Minutes.

Regular Meeting Post Agenda Minutes, July 13, 2022

Regular Meeting Minutes, July 13, 2022

Special Called Meeting Post Agenda Minutes, July 15, 2022

22-0524 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing “Atlanta Fire Rescue Memorial Appreciation Day.” **(Hall)**

Proclamation recognizing “Atlanta Public Schools 150th Anniversary Appreciation Day.” **(Hall)**

Proclamation recognizing “ARTiculate Appreciation Day.”
(Hall/Pitts/Ellis/Abdur-Rahman)

Proclamation recognizing “Showability Appreciation Day.”
(Hall/Pitts/Hausmann/Ellis/Abdur-Rahman)

Proclamation recognizing “Fulton County Sheriff’s Office and Marshal’s Department Appreciation Day.” **(Hall)**

Proclamation recognizing “Fulton County Sheriff’s Office and Solicitor General’s Office Appreciation Day.” **(Hall)**

PUBLIC HEARINGS**22-0525 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.

Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed 30 minutes at the Regular Meeting, nor will this portion exceed thirty minutes at the Recess Meeting. In the event the 30 minute time limit is reached prior to public comments being completed, public comment will be suspended and the business portion of the BOC meeting will commence. Public comment will resume at the end of the meeting. Similarly, written comments (that were timely submitted) not previously read, may be read at the end of the meeting. For more information or to arrange a speaking date, contact the Clerk’s Office.

22-0526 Finance

FY2022 General Fund Millage rate public hearing.

COUNTY MANAGER'S ITEMS**Open & Responsible Government****22-0527 County Manager**

Presentation of COVID-19 Operational Response Update.

22-0528 Purchasing and Contract Compliance

Request ratification of emergency procurement - County Manager, Countywide Emergency Procurements.

22-0529 Finance

Presentation, review and approval of August 3, 2022 Budget Soundings.

22-0530 Registration & Elections

Request approval of an Intergovernmental Agreement to conduct Special Elections for the City of Milton in conjunction with the General Election on November 8, 2022 and Runoff Election on December 6, 2022.

22-0531 Registration & Elections

Request approval of an Intergovernmental Agreement to conduct Special Elections for the City of Atlanta in conjunction with the General Election on November 8, 2022 and Runoff Election on December 6, 2022.

22-0532 Registration & Elections

Request approval of an Intergovernmental Agreement to conduct Special Elections for the City of East Point in conjunction with the General Election on November 8, 2022 and Runoff Election on December 6, 2022.

22-0533 Registration & Elections

Request approval of an Intergovernmental Agreement to conduct Special Elections for the City of Roswell in conjunction with the General Election on November 8, 2022 and Runoff Election on December 6, 2022.

22-0534 Registration & Elections

Request approval of an Intergovernmental Agreement to conduct Special Elections for the City of Fairburn in conjunction with the General Election on November 8, 2022 and Runoff Election on December 6, 2022.

22-0535 Real Estate and Asset Management

Request approval to increase spending authority - Department of Real Estate and Asset Management, 21ITBC130825C-MH, Plumbing Supplies and Related Items, in the total amount of \$15,000.00 with (B) Equiparts Corp, (Oakmont, PA) in the amount of \$3,000.00; (D) South K & A Specialty Parts (Newnan, GA) in the amount of \$3,000.00; (E) Tiles in Style d.b.a. Taza Supplies (Willow Brook, IL) in the amount of \$3,000.00; and (G) W.W. Grainger (Norcross, GA) in the amount of \$6,000.00, to provide plumbing supplies and related items used for maintenance and repair services in all Fulton County facilities. Effective upon BOC approval.

22-0536 Real Estate and Asset Management

Request approval to increase spending authority - Department of Real Estate and Asset Management, 19ITBC119850C-GS, Ballasts, Lamps, Light Fixtures and Related Supplies, in the total amount of \$15,000.00 with (A) Regency Lighting (Los Angeles, CA) in the amount of \$5,000.00; (B) Voss Electric Co. d/b/a Voss Lighting, Inc. (Marietta, GA) in the amount of \$5,000.00; (D) Summit Lighting Solutions (Lawrenceville, GA) in the amount of \$2,000.00; and (E) E. Sam Jones Distributor, Inc. (Atlanta, GA) in the amount of \$3,000.00, to provide ballasts, lamps, drivers LED engines light fixtures, lens, lighting supplies and related items used in all Fulton County facilities and parking lots. Effective upon BOC approval.

22-0537 Strategy and Performance Management

Request approval of a Memorandum of Understanding for a Communitywide Customer Service Survey in the amount of \$120,000.00 with Kennesaw State University, A.I. Burruss Institute of Public Service and Research Kennesaw, to conduct the third year of the community wide customer service survey and conduct evaluation surveys to ascertain opinions on a number of issues related to County management, services and quality of life in support of Fulton County's Strategic Planning efforts.

Health and Human Services**22-0538 Community Development**

Request approval of a Resolution by the Board of Commissioners to authorize the adoption and approval of the 2022 HUD Annual Action Plan to secure federal funds supporting projects and services needed by its low- and moderate-income citizens. Funding is as follows: Community Development Block Grant Program (CDBG) in the amount of \$1,382,965.00 and HOME Investment Partnership Program in the amount of \$736,244.00. A Fulton County general fund match is not required for the CDBG Program. Fulton County uses its general fund to support the required 25% match for the HOME program.

22-0539 Public Works

Request approval to increase spending authority - Department of Public Works, SWC 99999-SPDS20190913B Equipment Rental - Wastewater System Services in an amount not to exceed \$1,850,000.00 with Sunbelt Rentals (Fort Mill, SC) to provide rental by-pass pumping equipment - wastewater system services. Effective upon BOC approval.

22-0540 Public Works

Request approval to increase spending authority - Public Works, 19ITB122250KEC, Standby Miscellaneous Construction - Water System Services in the amount of \$650,000.00 with Site Engineering (Atlanta, Ga) to provide on-call, standby, and emergency construction services dealing with the repair and installation of water mains, water service lines, and other miscellaneous water-service related facilities in the North Fulton water service area. Effective upon BOC approval.

22-0541 Public Works

Request approval of Guaranteed Maximum Price (GMP) - Department Public Works, 21RFP130845K-BKJ, Progressive Design-Build Services for Atlanta Newnan Road Pump Station and Force Main in an amount not to exceed \$18,519,592.88 with Reeves Young /GMC JV (Atlanta, GA), to perform all construction activities associated with the installation of two new pump stations and associated force main pipelines to serve the South Fulton County area. Effective upon issuance of the Notice to Proceed (NTP) with work to be completed within 15 months of the issuance of NTP.

22-0542 Public Works

Request approval of a Memorandum of Understanding between Fulton County and Georgia Department of Transportation for the Milling and Resurfacing Project (PI-0013948) of CR 1385 Buffington Road from Rock Quarry Road to SR 14 US 29 Improvements in South Fulton. The project involves an adjustment of the existing Sewer Manhole with appurtenances within Fulton County in an estimated cost of \$7,000.00.

22-0543 Public Works

Request approval of a Public Private Partnership (P3) Memorandum of Understanding (MOU) between Fulton County and the Georgia Department of Transportation (GDOT) for water main and sewer relocations associated with PI-0001757, SR 400 Express Lanes improvements from the North Springs MARTA station to McFarland Parkway in an estimated amount of \$2,500,000.00.

COMMISSIONERS' ACTION ITEMS**22-0496 Board of Commissioners**

Request approval of an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article II (County Governing Authority), Division 2 (Rules of Order and Procedure) of the Fulton County Code Ordinances to modify Code Section 101-66(b)(3) to prioritize public comments to Fulton County residents; and for other purposes. **(Arrington) (HELD ON 7/13/22)**

22-0544 Board of Commissioners

Request approval of a Resolution to amend Resolution No. 21-0277 creating and establishing the Fulton County Reparations Task Force to modify the number of appointees allowed by each member of the Fulton County Board of Commissioners and define the quorum needed for the Reparations Task Force to transact business; and for other purposes. **(Arrington)**

22-0545 Board of Commissioners

Request approval of a Resolution approving funding of not less than \$1 million in American Rescue Plan Act ("ARPA") funds to implement a pilot program to develop and construct a community of tiny homes; directing the County Manager in conjunction with the Department of Real Estate and Asset Management ("DREAM") and the Department of Community Development ("Community Development") to develop the program; authorizing the County Manager to identify suitable County-owned real property up to 0.5 acre for use in the pilot program; and for other purposes. **(Pitts)**

22-0546 Board of Commissioners

Request approval of a Resolution authorizing the donation of \$500,000.00 to Atlanta Technical College ("ATC") in support of ATC's expansion of its Commercial Driver's License Program (the "Program") in Fulton County, Georgia to enhance economic opportunities for the citizens of Fulton County, Georgia; directing the County Manager and County Attorney to negotiate an intergovernmental agreement between Fulton County and ATC regarding the user of said funds for the program; authorizing the Fulton County Finance Department to expend such funds after the County Manager identifies the source of said funding under the approved County budget; and for other purposes. **(Pitts)**

22-0547 Board of Commissioners

Request approval of a Resolution authorizing the execution of a Memorandum of Understanding ("MOU") related to the transfer of certain County owned property to the Technical College Systems of Georgia through the State Properties Commission for the benefit of Atlanta Technical College ("ATC") in support of ATC's expansion of its Commercial Driver's License Program (the "Program") to enhance economic opportunities for the citizens of Fulton County, Georgia; authorizing the Chairman to execute the MOU and documents related to the transfer; authorizing the County Attorney to approve the MOU and related transfer documents as to form and to make changes thereto prior to execution; and for other purposes. **(Pitts)**

22-0548 Board of Commissioners

Request approval of a Resolution by the Fulton County Board of Commissioners to provide for appropriation and donation of \$300,000.00 to access Reproductive Care-Southeast Inc. (ARC), a non-profit, to support the reproductive health care Services provided by ARC; to authorize the County to enter into a Contract for Services with ARC to effectuate the donation; to authorize the Chairman to execute the Contract for Services and other related documents; to authorize the County Attorney to approve the Contract for Services as to form and make changes thereto prior to execution; and for other purposes. **(Hall)**

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS**Health and Human Services****22-0549 Strategy and Performance Management**

Presentation: Health and Human Services Priority Area Report for FY2022

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS**22-0503 Board of Commissioners**

Discussion: Invest Atlanta Board of Directors June 16, 2022 Meeting Summary **(Morris) (HELD ON 7/13/22)**

22-0550 Board of Commissioners

Discussion: Inconsistencies in Implementing the Three Year Freeze on Property Assessment Notices **(Morris)**

EXECUTIVE SESSION**22-0551 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.: 22-0511

Meeting Date: 8/3/2022

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Rev. Dr. Yvonne Shaw Appreciation Day.” **(Hall/Pitts/Ellis/Abdur-Rahman)**

June 17, 2022

Proclamation recognizing “Golf Women Mean Business Appreciation Day.” **(Hall)**

July 14, 2022

Proclamation recognizing “Eddie James Mumphrey Remembrance Day.” **(Abdur-Rahman)**

July 15, 2022

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

July 16, 2022

Proclamation recognizing “Walt Clyde Frazier Appreciation Day.” **(Abdur-Rahman)**

July 19, 2022

Proclamation recognizing “Harold Lyons Remembrance Day.” **(Abdur-Rahman)**

July 20, 2022



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0512

Meeting Date: 8/3/2022

Department

Finance

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

No action is requested. This reporting is being provided to meet the quarterly reporting requirement for monetary transfers amount budget funds per Board Resolution #09-1262.

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

Board Resolution #09-1262

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

This reporting is being provided to meet the quarterly reporting requirement for monetary transfers among budget funds per Board Resolution #09-1262. The General Fund had no Intra Fund Borrowings outstanding from any other County Fund as of June 30, 2022. An Intra Fund borrowing occurs when the general fund balance goes negative utilizing a positive excess cash position from another fund at the County to cover operating cash flow needs. These borrowings are then tracked daily, interest is imputed daily, and principal and interest are paid back before the close of the fiscal year.

See attached reporting of all funds that had negative cash position as of 06-30-2022 and had a borrowing position from the County's general fund.

Agenda Item No.: 22-0512

Meeting Date: 8/3/2022

Scope of Work: NA

Community Impact: NA

Department Recommendation: NA

Project Implications: NA

Community Issues/Concerns: NA

Department Issues/Concerns: NA



INTEROFFICE MEMORANDUM

TO: Board of Commissioners
THROUGH: Dick Anderson, County Manager
Sharon Whitmore, CFO
FROM: Hakeem Oshikoya, Finance Director
DATE: July 22, 2022
SUBJECT: Intra Fund Borrowings

The General Fund had no Intra Fund Borrowings outstanding with any other County Fund as of June 30, 2022. An Intra Fund Borrowing occurs when the General Fund balance goes negative, utilizing a positive excess cash position from another fund, at the County to cover operating cash flow needs.

The below represents all funds that had negative cash positions as of 06/30/2022 and had a borrowing position from the County's General Fund.

06-30-2022 Negative Cash Positions	
Fulton County Board of Health Contractual Services #310*	(50,698.42)
Atl/Fulton Water Resource Comm #431*	(723,689.13)
FEMA #447	(20,589,515.79)
Grants #461*	(8,025,543.38)
Total intra-fund borrowings from General Fund & other funds	(29,389,446.72)

*These funds are pending routine reimbursements

Hakeem Oshikoya
Finance Director



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0513

Meeting Date: 8/3/2022

Department

Real Estate and Asset Management

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

Request approval of a Contractor Agreement with Southface Energy Institute (“Southface”) in an amount not to exceed \$300,000.00 to perform project management, fiscal agency, furnishment, and installation of all necessary labor, materials, equipment, supervision, and insurance with subcontractors for the Community Resilience Hub Project design and implementation at Metropolitan Branch Library to become the County’s first Community Resilience Hub. The agreement is 100% grant funded and is effective upon approval for 270 consecutive calendar days or completion of the project.

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

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

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

Infrastructure and Economic Development

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.)*

In 2019, the County and Southface executed a \$300,000 grant agreement with the Southeast Sustainability Directors Network (SSDN) over the period of 2020-2022 to plan, design and implement

the County's first Community Resilience Hub at Metropolitan Branch Library and improve the facility to function as a temporary emergency operations center and a daily resource center promoting a high level of community resiliency and sustainability to climate and social hazards and disruptions. The Project goal is to improve community resiliency and adaptive capacity and reduce vulnerability to climate change and social disruptions experienced by low-income, under-resourced and communities of color in the County. The grant agreement and funding support the tasks described in the Scope of Work related to project management, fiscal agency and management, facility operations manual, communications, and the design, installation, and construction of resilient technologies including a battery energy storage system tied to an existing solar photovoltaic array for backup emergency power, and a rainwater harvesting system for emergency potable water supply and irrigation. This proposed contract is being entered into to formalize the parties responsibilities during the design and construction phase of the project and, before execution by the Chairman, the County Attorney will approve the contract and any related documents as to form and make modifications thereof to protect the County's interests.

Scope of Work:

1. Serve as the fiscal agent and recipient of grant funding on behalf of the County to manage project financials, budgets, invoicing, purchasing, subcontracting, payments, and related grant reporting in coordination and with approval from the County. The Contractor shall prepare procurement solicitations, complete subcontractor proposal evaluations and selections, and execute subcontract agreements as necessary to complete the Scope of Work on behalf of the County and with the County's review and written approval.
2. Select via a competitive process and subcontract with professionally licensed and qualified design and engineering subcontractors and construction subcontractors to complete the final design drawings, permits, and construction installations of the battery energy storage system connected to the installed solar array, and rainwater harvesting system at Metropolitan Branch Library. Purchase the necessary supplies and equipment from qualified vendors as specified in professional designs, specifications, and drawings by licensed architects, engineers, and subcontractors.
3. Develop the facility operations manual and procedures for the Metropolitan Library Resilience Hub programming and services, communications, power systems, and building and landscape during every day, disruption, and recovery operations modes.
4. Support the grant reporting requirements of quarterly, annual, and final reports, attend grantee cohort meetings facilitated by SSDN, and participate in storytelling/communications activities with SSDN.

Community Impact: This agreement for the design and implementation of the Community Resilience Hub at Metropolitan Branch Library will improve the community resiliency and adaptive capacity and reduce vulnerability to climate change and social disruptions experienced by low-income, under-resourced and communities of color in the County

Department Recommendation: The Department of Real Estate and Asset Management

recommends approval of this agreement to ensure that the County fulfills its responsibilities under the executed SSDN grant agreement and completes the project scope of work and deliverables by the end of 2022, improves County and community resiliency, and makes progress on goals of the Sustainability and Resilience Plan.

Project Implications: The project will be the County's first Community Resilience Hub and the first of its kind in the state of Georgia. The County will make additional progress on priority areas and goals in the Sustainability and Resilience Plan and deliver on the scope of work in the executed SSDN grant agreement. It will also improve the sustainability and resiliency of under-resourced and vulnerable communities in the County as well as County assets and serve to inform the County's knowledge and experience of implementing Resilience Hubs at additional County facilities in the future.

The project supports several Priority Areas and goals of the Sustainability and Resilience Plan. Priority Area 1: Sustainability is Climate Change Mitigation and goals of reducing energy use and offsetting electricity demand and carbon dioxide emissions are supported by the solar and battery energy storage. Priority Area 3: Sustainability is High-Performance County Buildings, and the goal of water efficiency and conservation are supported by the rainwater harvesting system. Priority Area 4: Sustainability is Education, Outreach and Green Jobs Training and the goal of green workforce training and placement is supported by the operations manual. Priority Area 5: Sustainability is Fostering Partnerships for Plan Implementation is supported via internal and external partnerships with the Library System, Southface, Wood PLC, Cherry Street Energy, West Atlanta Watershed Alliance, Partnership for Southern Equity, Georgia Power, Urban Sustainability Directors Network, Neighborhood Planning Units and Associations, and more. Priority Area 6: Sustainability is Budgetary Appropriation for Plan is supported by the \$300,000 SSDN grant

Community Issues/Concerns: None.

Department Issues/Concerns: If the agreement is not approved, the County and Department will be unable to complete the design and implementation of the Community Resilience Hub Project at Metropolitan Branch Library and the project deliverables by December 31, 2022 as agreed upon and executed by the County and Southface in the SSDN Grant Award Contract. Additionally, the Department's ability to address the goals of the Sustainability and Resilience Plan will be impaired.

Contract Attached:

Yes.

Contractor Agreement with Southface

SSDN-SSCF Grant Award Contract Letter Executed by Fulton County

Fiscal Impact / Funding Source:

No impact on County finances or budget. The Community Resilience Hub Project and Contractor, Southface, are funded by the Southeast Sustainability Directors Network (SSDN) grant award of \$300,000.00.

Agenda Item No.: 22-0513

Meeting Date: 8/3/2022

Key Contract Terms	
Start Date: 08/03/2022	End Date: 04/30/2023
Cost Adjustment: 0	Renewal/Extension Terms: 0

November 7, 2019
 Kenneth Darisaw
 Fulton County, GA
 Energy & Sustainability
 Dept. of Real Estate & Asset Management
 141 Pryor St SW | Suite G 119 | Atlanta, GA 30303
 404-612-8762 Office

RE: Award Agreement for Community Resilience Hub Proposal

Dear **Mr. Darisaw**:

Global Philanthropy Partnership (GPP) is pleased to award Fulton County, Ga. a grant from the Southeast Sustainable Communities Fund (SSCF) for the Community Resilience Hubs in the amount of \$150,000 for year one (January 1, 2020-December 31, 2020). This grant project has a twenty four month term beginning January 1, 2020 ending December 31, 2021. A second year payment, contingent on year one performance and reporting described in this letter, will bring the total award for two years to \$300,000.

Document Outline

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Section 1. Grant Summary

Fulton County, Georgia, the most populous county in the state (1,050,114^[1]), is afforded with many assets and opportunities, such as numerous Fortune 500 company headquarters, the world's busiest airport, renowned higher education institutions and the nation's densest urban tree canopy. However, it is not without its challenges related to low household income, areas of high poverty, limited public transportation access and mobility, unsustainable land use policies and inequitable distribution of benefits and burdens.

Climate change is exacerbating these challenges and it will be necessary to proactively respond with innovative and community-supported solutions to increase adaptive capacity and reduce vulnerability. Local climate vulnerability has been identified by community members and state/national climate assessments as being the greatest due to increasing and variable temperatures, altered precipitation, flooding and extreme weather events. These are of acute concern for seniors, people with disabilities, low- and moderate-income households and communities of color as they are often under-resourced and lack services, such as access to public transportation, and community centers equipped with resilient technologies and practices for social and climate resilience (see Attachment A).

A key solution to address these challenges in the local context is the implementation of a Community Resilience Hub at a Fulton County facility (e.g., library or health center). Community Resilience Hubs serve local residents, facility staff and others during emergency situations due to extreme weather events and other stressors to the resilience of our systems in the face of climate change. These Hubs also act as beacons in under-resourced communities and communities of color to engage, connect and learn about resilient and sustainable practices and technologies so that residents and local government may gain exposure and familiarity with the economic and environmental opportunities and benefits.

Section 2. Involved Parties

The lead applicant that submitted the grant proposal is the lead grantee who is responsible for ensuring the work is completed and the funds are used as detailed in this grant award letter. Project partners are accountable to the lead grantee. All parties are actively involved in project implementation and are committed to the results of the project.

- Lead Grantee: Fulton County, GA

-
- Fiscal Agent: Southface
 - Project Partners: Southface Institute, inc; Alex Trachtenberg, Senior Project Manager – Community Impact; atrachtenberg@southface.org; 404-604-3592; www.southface.org

Section 3. Project Narrative

The primary goal of this project is to enhance the first and second tiers of community resilience and **increase adaptive capacity while reducing vulnerability to stressors created by climate change** in Fulton County, GA. This goal will begin to be accomplished through the implementation of sustainable and resilient practices and technologies at one Fulton County facility as a scalable and replicable model for the region, accompanied by thorough community engagement, partnership and education around all four potential facilities. Four candidate facilities (Attachment B) have been initially selected as suitable candidates for a Community Resilience Hub based on a high-level analysis of community assets, Fulton County's portfolio of facilities, as well as past work to gather community input on climate resilience needs and assets. The high-level analysis included an examination of basic solar+storage requirements (e.g., energy use, roof suitability, building usage, etc.).

Past work to understand community climate resilience needs has been carried out since 2017 in partnership with the TransFormation Alliance and its members including Georgia STAND-UP, ECO-Action, West Atlanta Watershed Alliance, Partnership for Southern Equity, Atlanta Fire Rescue Department, and the City of Atlanta Mayor's Office of Equity, Diversity, Inclusion and Resilience (One Atlanta). As part of this work, Southface and partner organizations conducted community conversations, asset mapping, surveys and community based participatory research, and other outreach in Atlanta (primarily Southwest) to identify areas of concern and solutions to climate- and culture-related vulnerabilities. Among others, a common theme emerged that pointed to the need for increased resilience at the community and individual level in the face of major power outages, natural disasters, and climate-related emergency situations. Community Resilience Hubs were discussed and there was consensus that this solution would help to spur and provide the added resilience and adaptive capacity that the community needs.

The proposed project includes two primary tasks, both founded in significant community engagement. The first is selection of one site out of the four candidate facilities and the second is implementation of a Community Resilience Hub at that site. **The community's voice and assets will directly inform site selection and then guide the implementation of the Hub.**

The site selection process will involve a combination of both techno-economic analyses of the feasibility of each facility for solar+storage and other resilient technologies, as well as community engagement with local residents about how the proposed Community Resilience Hub could meet their needs and build on existing assets. Supported by technical advisors that bring expertise in solar, battery storage, rainwater harvesting, and other resilient technologies and practices, the project team would examine each facility's ability to physically support a

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resilience hub. This analysis will also inform decisions about how much of the critical load of the buildings will be supported and for what duration.

The project team and community partners will conduct multiple community engagement and visioning sessions at each of the four facilities to better understand specific resilience and sustainability needs, existing assets, resources and partnerships, priority solutions for enhanced resilience, and provide educational information to facility staff, local organizations and businesses, visitors and other residents about resiliency. Currently, multiple neighborhood associations and community-based organizations use and connect often with candidate sites, including Capitol View, Capitol View Manor, Adair Park, Sylvan Hills, and Pittsburgh neighborhood associations, as well as Neighborhood Planning Unit-X (NPU). We will also discuss the potential implementation and implications of establishing a Hub and gather input and feedback about the desire to move forward with implementation. Further, community and facility staff input will inform which areas and operations of the facility will be operable during times of Hub activation in emergency situations. The project team has included funds in the budget for meals, materials, and staff time for multiple, in-depth community conversations at each of the candidate sites over both years of the grant period. Funds are also budgeted for personal resilience kits, 25 at each of the candidate sites, that will include items useful in power outage and emergency situations for community members. These kits could include items such as batteries, solar chargers, first aid kit, water, food, resilience hub guide, etc.

Section 4. Project Timeline

Primary Project Goal (Jan. 1, 2020 – Dec. 31, 2021): Enhance the first and second tiers of community resilience and increase adaptive capacity while reducing vulnerability to stressors created by climate change in Fulton County, GA.

- Sub-Goal 1: Community voice and assets will directly inform site selection and then guide the implementation of the Community Resilience Hub.
 - Milestones:
 - Outreach to community-based organizations, residents and partners within ½ mi. – 1 mi. radius of the four Fulton County facilities
 - Timeline: Jan. 2020-Nov. 2020
 - Prepare educational information for education sessions to share with Fulton County facility staff, community-based organizations and businesses, residents, visitors and others about sustainability and resiliency.
 - Timeline: Jan. 2020-Apr. 2020
 - Procure home resilience kits (25) for check-out at the four Fulton County facilities
 - Timeline: Apr. 2020-May 2020

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- Host community education and visioning sessions at the four facilities to enhance the first and second tiers of resiliency and determine the community's preferred site for the Community Resilience Hub (1).
 - Timeline: Apr. 2020-Nov. 2020
 - Select the community preferred Resilience Hub site
 - Timeline: Nov. 2020
 - Sub-Goal 2: Complete techno-economic analyses of the feasibility of each facility (4) for solar+storage and other resilient technologies such as rainwater harvesting to inform the site selection for the Community Resilience Hub (1).
 - Milestones:
 - Complete building assessments for energy/water efficiency, rainwater harvesting and solar+storage at the four facilities.
 - Timeline: July 2020-Dec. 2020
 - Complete in-depth rainwater harvesting and solar+storage analyses at the four facilities to inform the feasibility and capacity in terms of water demand/supply and electrical loads to maximize the duration of resilience.
 - Timeline: Sept. 2020-Dec. 2020
 - Complete economic analysis of cost-benefit, payback and ROI of rainwater harvesting, solar+storage and other resilient technologies at the four facilities.
 - Timeline: Oct. 2020-Jan. 2021
 - Select the Community Resilience Hub site based on community input/preference and economic/technical assessments and analyses.
 - Timeline: Feb. 2021
 - Sub-Goal 3: Implement the Community Resilience Hub
 - Milestones:
 - Design rainwater harvesting and solar+storage systems, and other resilient technologies.
 - Timeline: Feb. 2021-Mar. 2021
 - Procure rainwater harvesting and solar+storage systems, and other resilient technologies.
 - Timeline: Mar. 2021-Apr. 2021
 - Installation of rainwater harvesting and solar+storage systems, and other resilient technologies.
 - Timeline: May 2021-Sept. 2021
 - Sub-Goal 4: Fulton County Departments incorporate Community Resilience Hubs and sustainable and resilient practices as part of their design, construction and operations guidelines for all applicable facilities.
 - Milestones:
 - Meetings with Fulton County Departments and leadership

- Timeline: Oct. 2020-Feb. 2021
 - Share and/or develop model guidelines for sustainable and resilient design, construction and operations.
 - Timeline: Dec. 2020-Sept. 2021
 - Work with Fulton County to implement guidelines
 - Timeline: Jan. 2021-Dec. 2021
- Sub-Goal 5: Share lessons learned, process and experience with SSDN, local governments, nonprofits, community members, professionals, etc.
 - Milestones:
 - Quarterly progress updates to SSDN
 - Timeline: Mar. 2020-Sept. 2021
 - Quarterly grantee cohort calls
 - Timeline: Apr. 2020-Oct. 2021
 - Year one progress report
 - Timeline: Dec. 2020
 - Year two planning call
 - Timeline: Nov. 2020-Dec. 2020
 - Final report
 - Timeline: Dec. 31, 2021
 - Storytelling and communications
 - Timeline: Jan 1. 2020-Dec. 31, 2021
 - SSDN Annual Meeting
 - May 2020 (2021 TBD)

Section 5. Grant Requirements

Fulton County, as lead grantee, has agreed to meet six key grant requirements:

1. **Submit Quarterly Progress Updates.** These updates will be brief (2-3 paragraphs) and will include: 1. progress on major milestones; 2. results achieved to date (outputs and outcomes); 3. funds spent to date; 4. explanation of any major changes to the project milestones, timeline, or budget. These updates will be emailed to SSCF Manager Meg Jamison (meg@southeastssdn.org) on the dates in **Table 2** (below).
2. **Participate in Quarterly Grantee Cohort Calls.** The lead grantee (and any key project partners, if desired) will participate in quarterly grantee cohort calls to share progress and learn from each other. This includes

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one call after the grant term ends to discuss grant program lessons learned. Calls will be coordinated by SSCF staff. The general timeline is outlined in **Table 2** (below), the specific dates will be determined before December 31, 2019.

3. **Submit a Year One Progress Report.** This report will be no more than four pages and will include 1. progress on major milestones; 2. results achieved to date (outputs and outcomes); 3. funds spent to date; 4. explanation of any major changes to the Year One project milestones, timeline, or budget; and 5. proposed Year Two project budget by milestones and metrics table (**Table 1**). Note: the proposed Year Two budget will not exceed the Year Two estimate included in this grant agreement. This report will be emailed to SSCF Manager Meg Jamison (meg@southeastssdn.org) by December 10, 2020.

4. **Participate in Year Two Planning Call.** The lead grantee (and key project partners, if desired) will participate in a Year Two Planning call with the SSCF Program Manager. The purpose of this call will be to review Year One performance, discuss the proposed Year Two project budget by milestones and metrics table, and determine if Year One performance merits the Year Two grant payment. Calls will be coordinated by SSCF staff and conducted in December 2020, specific date and time to be determined. Year Two payments will be issued within 30 days of approval from the SSCF Program Manager.

5. **Submit a Final Report.** This report will be between 7-12 pages and will include three deliverables: 1. a final grant report that describes outcomes, impact, follow on work planned, funds leveraged, and lessons learned (use template in [Appendix 1](#)); 2. a detailed record of grant fund expenditures, including a comparison of original budget (**Section 4**) to actual expenditures; 3. Any materials created for this grant project that demonstrate the project outputs and/or outcomes in a way that could help SSCF share the success of the grant program with other communities and other funders. This report will be emailed to SSCF Manager Meg Jamison (meg@southeastssdn.org) by December 31, 2021.

6. **Participate in Storytelling Activities.** Some lead grantees and project partners will be asked to participate in storytelling activities. Storytelling activities will be coordinated by SSCF. Examples of what this activity will produce include written feature stories, participant profiles, photo essays, sound recordings, videos, and/or local media coverage.

Section 6. Grant Deadlines

Table 2. Key Grant Requirement Deadlines			
	Deliverable	2020 Deadlines	2021 Deadlines
1.	Quarterly Progress Reports	<ul style="list-style-type: none"> • March 31, 2020 	<ul style="list-style-type: none"> • March 31, 2021

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		<ul style="list-style-type: none"> • June 30, 2020 • September 30, 2020 • See Year One Milestone Progress Report below 	<ul style="list-style-type: none"> • June 30, 2021 • September 20, 2021 • See Final Report below
2.	Quarterly Peer Learning Progress Calls	<p>Specific dates and times to be determined before December 31, 2019.</p> <ul style="list-style-type: none"> • April 2020 • July 2020 • October 2020 • January 2021 	<p>Specific dates and times to be determined before December 31, 2020.</p> <ul style="list-style-type: none"> • April 2021 • July 2021 • October 2021 •
3.	Year One Milestone Progress Report	December 10, 2020	Not applicable
4.	Year Two Planning Call	Specific date and time in November or December 2020 to be determined.	Not applicable
5.	Final Report	Not applicable	December 31, 2021
6.	Storytelling Activities	To be determined	
7.	SSDN Annual Meeting workshop	Attendance at the SSDN Annual Meeting is required for purposes of sharing stories and lessons learned with the SSDN network. The 2020 meeting is May 3-4 in Savannah, GA. The 2021 meeting is TBD. SSCF program will cover all costs related to attending this meeting for the lead grantee and up to one other grant participant. At least one grant team member must attend this meeting.	

Section 7. Grant Payment Schedule and Terms

GPP will issue two lump sum grant award payments to the lead grantee or their designated project fiscal sponsor. The first payment will be for Year One project implementation in the amount of \$150,000. The second payment will be for Year Two project implementation, is contingent on successful performance of Year One milestones, and will be in the amount of \$150,000. Prior to issuing Year Two payment, the SSCF may require a written scope update from the lead grantee to update expectations and deliverables for Year Two work. If this is required, the scope update will be drafted by the lead grantee, approved by the SSCF Program Manager, signed by GPP and the lead grantee, and added as an attachment to the original grant award letter.

Section 8. Additional Grant Terms

- Grant funds cannot be used for lobbying.
- The project must be a collaboration with the partners described in Section 2.
- The grantee is aware that failure to deliver, significant timeline extensions, and/or over budget projects will jeopardize future applications to the fund from this grantee if this fund continues.
- Unless otherwise specified in a separate agreement with GPP and the project partner, ownership and rights of the deliverables will be equally shared by the lead community, the partner, and GPP on behalf of SSDN. SSDN reserves the right to share and post both privately with members and funders, and publically to advance the field of urban sustainability.
- **Assignment.** Neither GPP nor Fulton County shall assign its rights or obligations under this Agreement without the prior written consent of the other party; provided, however, that Fulton County acknowledges and agrees that GPP (a) currently is the fiscal sponsor of Southeast Sustainability Directors Network (“SSDN”), to which the Community Resilience Hubs relates, and (b) shall be permitted to assign its rights and obligations under this Agreement[, **upon at least 30 days’ prior written notice to Consultant,**] to a successor entity (Urban Sustainability Directors Network/“USDN”) to which GPP has agreed to transfer all or substantially all of the assets, activities, and liabilities relating to SSDN. Any assignment prohibited hereby shall be null and void.

If you agree with the terms and conditions of this grant agreement, complete and sign the Section 9. Acceptance of Grant Terms form, and email to April Donnellan at april@global-philanthropy.org and Meg Jamison at meg@southeastssdn.org no later than December 31, 2019. Year One grant payments will be issued within 30 days of receipt.

Sincerely,

April K. Donnellan
Executive Director, Global Philanthropy Partnership

CC: Meg Jamison, SSCF Program Manager

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Section 9. Acceptance of Grant Terms Form

By signing this form, Fulton County accepts the terms and conditions of this grant agreement in its entirety.

Lead Grantee

Name: <u>Robert L. Pitts</u>	
Title: <u>Chairman, Fulton County Board of Commissioners</u>	
Email: <u>Robb.Pitts@fultoncountyga.gov</u>	
Phone: <u>404-613-9810</u>	
Tax ID Number of lead grantee: <u>58-6001729</u>	
Instructions for Check Issuance or Bank Transfer:	
Signature: 	

Project Fiscal Sponsor (if different from above)

Organization: <u>Southface Energy Institute</u>	
Name: <u>Andrea Pinabell</u>	
Title: <u> </u>	
Email: <u> </u>	
Phone: <u> </u>	
Tax ID Number: <u> </u>	
Instructions for Check Issuance or Bank Transfer:	
Signature: <u> </u>	

Project Manager Information (if different from above)

Organization: <u>Southface Energy Institute</u>	
Name: <u>Alex Trachtenberg</u>	
Title: <u>Senior Project Manager</u>	
Email: <u>atrachtenberg@southface.org</u>	
Phone: <u>404-604-3592</u>	
Signature: <u> </u>	

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Appendix 1. Grantee Award Guidance

Document Purpose

This document is a guide for Southeast Sustainable Communities Fund (SSCF) lead applicants and/or lead grantees. SSCF wants to ensure receipt of funds is not a barrier for anyone to participate in an award, and will work with lead grantees and fiscal sponsors to develop flexible solutions when necessary.

Who Issues the Grant Award?

SSCF is not an independent legal entity or a nonprofit organization. The Global Philanthropy Partnership (GPP) is a 501 (c) 3 nonprofit that houses SSCF as a project within its organization. GPP serves as the legal entity and fiscal sponsor on SSCF's behalf. This means that all contracting, granting, and / or legal agreements associated with SSCF are actually with GPP. When SSCF issues grant awards, GPP is the legal entity signing grant award letters with lead grantees and issuing funds to either lead grantees or fiscal sponsors of the grant project.

Who is the Grant Awardee?

SSCF issues grant award letters to the city/county lead applicant on the grant proposal who is deemed the lead grantee. The lead grantee is the primary point of contact with the SSCF for the grant award and grant reporting. The lead grantee is the entity to sign the Acceptance of Grant Terms Form.

Who Can Receive Funds, and How?

The lead grantee or the project fiscal sponsor designated in the Acceptance of Grant Terms Form can receive the grant funds after the lead grantee and GPP sign the award letter.

The lead grantee tax ID / EIN is required in all cases. This is because the award is being made to the city/county, and so the city/county's tax ID / EIN is the number GPP's tax auditor requires. The City/County is the lead grantee and is responsible for the work of the grant (content), approval of all payments (budget), and reporting on the grant (quarterly and final reports).

Project Fiscal Sponsor Eligibility. In order for a project fiscal sponsor to receive funds on behalf of the lead grantee the project fiscal sponsor must be a 501(c)3 Nonprofit Organization. The project fiscal sponsor can be performing work on the grant project, or serving solely as a fiscal sponsor on the lead grantee's behalf.

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Funds Disbursement. GPP will issue two lump sum grant award payments to the lead grantee or their designated project fiscal sponsor. The first payment will be for Year One project implementation and not to exceed \$150,000. The second payment will be for Year Two project implementation, is contingent on successful performance of Year One milestones, and will not exceed \$150,000. Prior to issuing Year Two payment, the SSCF may require a written scope update from the lead grantee to update expectations and deliverables for Year Two work. If this is required, the scope update will be drafted by the lead grantee, approved by the SSCF Program Manager, signed by GPP and the lead grantee, and added as an attachment to the original grant award letter.

Appendix 2. Grant Delay and Extension Policy

Extension Policy Purpose

Once an award has been granted to a lead applicant, obstacles can arise that stand in the way of meeting deliverable deadlines. This document describes the SSCF policy in such instances, and provides grantee guidance on how to respond, take corrective action, and request fund intervention or extensions.

Grant Delay Guidelines

SSCF grants have a lifespan of two years. Grants that are not delivered within the prescribed timeline come with a price tag for the program, in the form of 1) increased Fund Management time investment, which is deferred from new program development, and 2) the potential for reduced funder trust that lead applicants and partners can deliver strong, impactful projects in reasonable timeframes. To mitigate these costs, SSCF has created the following guidelines by situational category to help grantees understand the established process and subsequent steps that will be taken to correct delays.

Reason for Delay	Description	Impacts of Delay	Corrective Measures
Lead Grantee or Project manager lead Leaves	Turn over is expected. This means that turn over will be experienced during some grant life spans.	When a lead departs, the team can experience significant delay and the product can be jeopardized.	Departing lead grantees must contact SSCF staff and fund management as soon as possible. A transition plan will be developed on a case-by-case basis depending on factors like: funds spent to date and by whom, strength of other team members, and percent completion.
Consulting Lead Leaves	Sometimes a critical team member departs the project, leaving the team to replace them.	When a consulting partner leaves, often the work they were doing must be re-bid.	Lead grantee must contact SSCF staff and fund management immediately. Fund management will work with the grant team to fund swift and suitable replacement(s).
Consulting Partner is	In some cases, partners that look good on paper	This type of issue can jeopardize the quality	Lead grantee must notify SSCF staff early of any negative interactions with the partner

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unresponsive, or responsive in a negative manner	do not meet expectations during implementation.	of the deliverables and the effectiveness of the project as a whole.	and team. SSCF staff will speak to the partner separately to understand how the situation can be corrected or resolved.
Lead Grantee and/or Project Manager is Unresponsive	In some cases, leads applicants or project managers have capacity issues that prevent them from executing the project to the expectation of signed award.	This will directly impact that city's ability to obtain more funding.	SSCF staff will note unresponsiveness to the project leads, lead grantee and/or project manager, and this will be a point of decision: in extreme cases, GPP and SSCF staff may request a refund from that City's Finance Department or from lead applicant.
Incomplete Deliverables	At times, deliverables are turned in that are unsatisfactory or do not match the signed scope of work deliverables.	This may directly impact the ability of the lead city to obtain funding in the future, depending on the justification as to why they are incomplete.	The lead grantee must submit to SSCF staff in writing why the deliverables do not meet expectations. Based on those explanations, a corrective course of action may be developed by SSCF staff and the lead grantee.
Repeated Extension Requests	Some lead grantees request repeated extensions.	This may directly impact the ability to obtain funding in the future. No more than 2 extension requests will be entertained before a refund may be requested. Any grant extension requests must be done in writing. SSCF staff will make decisions on a case-by-case basis.	The lead grantee must submit to SSCF staff in writing why the extension is being requested. They must also submit any deliverables created to that point for evaluation of progress and merit. Based on the explanation and product, a corrective course of action may be developed by SSCF staff and the lead grantee, or a refund may be requested by GPP and SSCF to the grantee.

The SSCF team strives to work with each grantee and team to ensure success, so these guidelines ultimately stress proactive communication and responsiveness. We understand that situations change, and encourage contact early and often to work with SSCF to avert situations that cannot be corrected in a manner that still obtains strong deliverables and usefulness to the field of urban sustainability. Please contact Meg Williams Jamison, meq@southeastssdn.org, with any questions.

Grant Extension Request Guidelines

If a grant extension must be requested, please explain the following in writing:

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1. List Grant Lead and Project Team members, including consultants.
 2. Describe progress to date (attach any deliverables in their current state).
 3. Describe reason for extension request.
 4. Describe any corrective action taken to ensure the new requested deadline can be met.
 5. Suggest new deadline.

This write up will be evaluated by SSDN staff and Fund Management. A follow-up phone call may be requested to clarify portions of the request. Extensions will be provided in writing from the Fund Management to the Lead Grantee.

Appendix 3. Copy of Grant Proposal

Fulton County, Georgia – Community Resilience Hubs

Project Evolvement

Since submission of the LOI, the proposal for Community Resilience Hubs in Fulton County has evolved to address feedback concerning the community engagement and technical feasibility aspects of the project. In order to address opportunities for improvement raised by the SSCF Technical Advisory Committee, the project team consulted with several advisors in these two areas, and other partners suggested by the Committee. These advisors include: Meg Jamison, SSDN; Chandra Farley, Partnership for Southern Equity; Beth Gibbons, American Society of Adaptation Professionals; Kristen Baja, USDN; Seth Mullendore, Clean Energy Group; Geoff Oxnam, American Microgrid Solutions; and Bob Drew, Ecovie; Richard Hanson, Georgia Water Tanks. As a result, this proposal offers a clearer picture of the plan, process, and work accomplished to date for community engagement, and the proposed project reflects a more realistic and feasible technical resilience solution to implement given the local context, known best practices, and available resources.

[MJ1]

Feedback on the LOI indicated the need for increased community engagement and partnership in the site selection process, clarification of the types of facilities being considered for resilience hubs, and further thought to be given to engagement and partnership with the community once the site is established. In this proposal, we highlight the community engagement work that has been carried out to date and clearly lay out the plan for engaging and partnering with the community in the selection and implementation of a Community Resilience Hub. Through the TransFormation Alliance, Southface has previously conducted outreach in Southwest Atlanta and the city of Atlanta at large to identify resources and needs that the community desires in order to improve their ability to adapt to climate change and reduce vulnerabilities. Among other common themes, the need for resilience in the face of power outages and extreme weather situations was raised by the community. Building on this initial phase of outreach, the project team will work with the local communities around the candidate sites to determine how the implementation of a Community Resilience Hub could meet their local resilience needs. This past work and the proposed process for community engagement is described further in the following sections.

Feedback also pointed to the need to refine the technical aspects of the proposal, including the number of Community Resilience Hubs proposed to be further explored for technical feasibility and implementation, solar+storage goals, etc. Based on the feedback and conversations with technical advisors, the project team has narrowed the number of candidate sites from eight to four and will seek to implement a Hub at only one of these facilities. This revision will allow the project team to focus time and resources on establishing a single, robust resilience hub that meets all the resilience needs identified by the local community[MJ2], and that can serve as a replicable example for the SSDN network and Southeast Region. The solar+storage goals have also been updated and clarified to reflect the local context of power outages and resilience needs, as well as

recommendations provided by technical advisors. Finally, a plan for staffing the resilience hubs in a way that includes the local community and youth as trained experts is provided. Several of the technical advisors that the project team consulted have offered to serve as ongoing resources for exploring and implementing a resilience hub.

Project Design and Major Milestones

Fulton County, Georgia, the most populous county in the state (1,050,114[1]), is afforded with many assets and opportunities, such as numerous Fortune 500 company headquarters, the world's busiest airport, renowned higher education institutions and the nation's densest urban tree canopy. However, it is not without its challenges related to low household income, areas of high poverty, limited public transportation access and mobility, unsustainable land use policies and inequitable distribution of benefits and burdens.

Climate change is exacerbating these challenges and it will be necessary to proactively respond with innovative and community-supported solutions to increase adaptive capacity and reduce vulnerability. Local climate vulnerability has been identified by community members and state/national climate assessments as being the greatest due to increasing and variable temperatures, altered precipitation, flooding and extreme weather events. These are of acute concern for seniors, people with disabilities, low- and moderate-income households and communities of color as they are often under-resourced and lack services, such as access to public transportation, and community centers equipped with resilient technologies and practices for social and climate resilience (see Attachment A).

A key solution to address these challenges in the local context is the implementation of a Community Resilience Hub at a Fulton County facility (e.g., library or health center). Community Resilience Hubs serve local residents, facility staff and others during emergency situations due to extreme weather events and other stressors to the resilience of our systems in the face of climate change. These Hubs also act as beacons in under-resourced communities and communities of color to engage, connect and learn about resilient and sustainable practices and technologies so that residents and local government may gain exposure and familiarity with the economic and environmental opportunities and benefits.

The primary goal of this project is to enhance the first and second tiers of community resilience and increase adaptive capacity while reducing vulnerability to stressors created by climate change in Fulton County, GA. This goal will begin to be accomplished through the implementation of sustainable and resilient practices and technologies at one Fulton County facility as a scalable and replicable model for the region, accompanied by thorough community engagement, partnership and education around all four potential facilities. Four candidate facilities (Attachment B) have been initially selected as suitable candidates for a Community Resilience Hub based on a high-level analysis of community assets, Fulton County's portfolio of facilities, as well as past work to gather community input on climate resilience needs and assets. The high-level analysis included an examination of basic solar+storage requirements (e.g., energy use, roof suitability, building usage, etc.).

Past work to understand community climate resilience needs has been carried out since 2017 in partnership with the TransFormation Alliance and its members including Georgia STAND-UP, ECO-Action, West Atlanta Watershed Alliance, Partnership for Southern Equity, Atlanta Fire Rescue Department, and the City of Atlanta

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Mayor's Office of Equity, Diversity, Inclusion and Resilience (One Atlanta). As part of this work, Southface and partner organizations conducted community conversations, asset mapping, surveys and community based participatory research, and other outreach in Atlanta (primarily Southwest) to identify areas of concern and solutions to climate- and culture-related vulnerabilities. Among others, a common theme emerged that pointed to the need for increased resilience at the community and individual level in the face of major power outages, natural disasters, and climate-related emergency situations. Community Resilience Hubs were discussed and there was consensus that this solution would help to spur and provide the added resilience and adaptive capacity that the community needs.

The proposed project includes two primary tasks, both founded in significant community engagement. The first is selection of one site out of the four candidate facilities and the second is implementation of a Community Resilience Hub at that site. The community's voice and assets will directly inform site selection and then guide the implementation of the Hub.

The site selection process will involve a combination of both techno-economic analyses of the feasibility of each facility for solar+storage and other resilient technologies, as well as community engagement with local residents about how the proposed Community Resilience Hub could meet their needs and build on existing assets. Supported by technical advisors that bring expertise in solar, battery storage, rainwater harvesting, and other resilient technologies and practices, the project team would examine each facility's ability to physically support a resilience hub. This analysis will also inform decisions about how much of the critical load of the buildings will be supported and for what duration.

The project team and community partners will conduct multiple community engagement and visioning sessions at each of the four facilities to better understand specific resilience and sustainability needs, existing assets, resources and partnerships, priority solutions for enhanced resilience, and provide educational information to facility staff, local organizations and businesses, visitors and other residents about resiliency. Currently, multiple neighborhood associations and community-based organizations use and connect often with candidate sites, including Capitol View, Capitol View Manor, Adair Park, Sylvan Hills, and Pittsburgh neighborhood associations, as well as Neighborhood Planning Unit-X (NPU). We will also discuss the potential implementation and implications of establishing a Hub and gather input and feedback about the desire to move forward with implementation. Further, community and facility staff input will inform which areas and operations of the facility will be operable during times of Hub activation in emergency situations. The project team has included funds in the budget for meals, materials, and staff time for multiple, in-depth community conversations at each of the candidate sites over both years of the grant period. Funds are also budgeted for personal resilience kits, 25 at each of the candidate sites, that will include items useful in power outage and emergency situations for community members. These kits could include items such as batteries, solar chargers, first aid kit, water, food, resilience hub guide, etc.]

These two processes (feasibility analysis and community engagement) will take place simultaneously during year one of the grant period. Fulton County and Southface will work in tandem to coordinate the building assessment and analysis with technical experts, as well as to gather community input on the proposed project. The sessions would serve not only to inform site selection and implementation but also to educate communities

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local to the four facilities about resilient and sustainable technologies and practices that can be used at home to enhance first tier resiliency. The existing partnerships with community-based organizations at each of the four facilities will be leveraged to spread awareness about the community engagement and visioning sessions, and potential resilience hub implementation. Southface brings a host of relationships with local the aforementioned as well as new community organizations and government partners such as the Atlanta Regional Commission, BeltLine Network, Atlanta BeltLine Inc., MARTA, Historic Westside Gardens, Atlanta Neighborhood Planning Units, additional Neighborhood Associations, Atlanta Public Schools, Department of Parks and Recreation/Department of Watershed Management, with years of community engagement/partnership experience that will bolster this process.

As a result of thorough community engagement, in-depth building, solar+storage and rainwater harvesting assessments, and coordination with relevant Fulton County Departments, one of the candidate sites will implement technologies and robust practices/operations to become a Community Resilience Hub. The Hub would be retrofitted with technologies, equipment, and resiliency supplies identified by the community and technical advisors as necessary and desirable, such as solar+storage, rainwater harvesting/treatment, local food supply, refrigeration, equipment charging, communications, medical supplies, etc. The project team plans to procure solar through a Solar Energy Procurement Agreement (SEPA) with a solar developer. This financing scenario would require no grant funds to procure the solar and Fulton County is currently actively pursuing a SEPA with a reputable Atlanta-based solar developer. Facility staff and a designated Intern, hired from the community, will be charged with the operation of the Hub and ongoing education and outreach to the facilities users and broader community. The implementation of the Hub would take place in year two of the grant period. If the process of exploring and implementing the Hub leads to the conclusion that a second Community Resilience Hub is possible with the resources available and community buy-in, the project team will pursue that possibility. Fulton County and the Manager of Energy and Sustainability, Kenneth Darisaw, and Southface Senior Project Manager of Community Impact, Alex Trachtenberg, will lead the project in close partnership to accomplish the project goals and milestones.

Over the two-year project period we plan to have installed a solar energy system and complementary battery storage at one facility to support critical loads and resilient power for up to 24 hours, mitigating greenhouse gases and climate impacts through a reduction in fossil fuel combustion. The duration of 24 hours has been initially chosen for the Hub based on historical data about typical power outages in the area and the feasibility of implementing a larger duration of resilience with available resources. Data from the US Energy Information Association (EIA) indicates that Georgia Power customers experience power outages lasting approximately five hours. If further analysis shows that additional capacity is possible and cost-feasible, the project team will attempt to maximize the duration of resilience (i.e., supporting the critical loads up to 72 hours). The implementation of solar+storage will provide the added community benefit of County residents access and exposure to renewable and resilient energy sources that did not previously exist. We also plan to install rainwater harvesting and treatment systems at the facility, supplying water for indoor and outdoor use for at least 24 hours, while also reducing stormwater and urban flooding in the community.

At the end of the project period, we will have engaged and educated hundreds of diverse community members through numerous community engagement and visioning sessions at four facilities, increasing their adaptive

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capacity and reducing vulnerability, and alleviating energy/water burden, freeing up valuable resources for other needs. Session attendees will also be able to observe the design and installation of resilient technologies and learn about additional training opportunities in the clean energy and regenerative economy. The communities and populations surrounding the selected sites who are mostly low-income, under-resourced, communities of color and are not typically exposed to these types of practices and technologies will learn about how to utilize them in their homes and communities in order to be more sustainable, resilient and live with greater affordability. The social cohesion and connections between community members, organizations as well as government will be enhanced as a support system for greater community resiliency .

The project team will also work with the necessary Fulton County Departments to advance Community Resilience Hubs as part of their design, construction and operations guidelines for all applicable facilities. Community Resilience Hubs can be replicated and integrated across Fulton County government operations and design and construction of their facilities, as well as other local governments in the region. The climate vulnerabilities described above are not exclusive to Fulton County or Georgia; these are challenges that are and will continue to be experienced across the Southeast region. The South will be the hardest hit by climate change[2], experiencing serious economic and health loss, and exacerbating inequality. Every community across the region will benefit from the implementation of Community Resilience Hubs as a measure to promote greater resilience, preparedness and regeneration from a shock or stress to the system. The Hubs also promote economic opportunities to engage in the growing clean energy and sustainability sectors. Every community across the region has public and/or community facilities which could be improved as Community Resilience Hubs with community engagement and education, and the implementation of sustainable and resilient practices and technologies. The project team is prepared to serve as an example and resource to the SSDN, its members, and other municipalities in the Southeast about the process of exploring, proposing, and implementing a robust resilience hub in the region.

Impact on Community Sustainability

Given the increasing intensity of weather due to climate change, measures that improve the ability of a community to recover from such changes will enhance its adaptive capacity and resilience. Further, extreme storms that cause power loss, flooding, mobility obstructions, and other issues will continue to disproportionately impact communities that have additional, non-climate vulnerabilities. In Fulton County, and especially in the communities surrounding the candidate sites, these non-climate stressors can include emissions proximity, lack of access to healthy food and public transportation, and sparse affordable and quality housing. Climate change interacts with these non-climate stressors by worsening asthma due to poor air quality; particulate matter concentration and mold due to water intrusion; heat-related illness due to temperature increase and lack of access to air conditioning; and inhibiting transportation access due to flooding. When these stressors combine, the burdens placed on low-income communities and communities of color can be devastating. For example, a heavy rain event that causes minimal flooding and a power outage can impact in-home medical devices and disrupt a family's ability to seek healthcare or work.

Community Resilience Hubs aim to alleviate the burden placed on communities during and after extreme weather events, and in doing so enhances the adaptive capacity of the community and its residents. In the face of increasing temperatures, precipitation variability, and extreme weather events, resilience hubs provide the

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two-fold benefit of 1) second-tier resilience as a space for residents to find safety, power, and shelter; and 2) first-tier of resilience by educating residents on strategies and technologies that can be used in their own homes to be more resilient to stressors like power outages and flooding. Resilient technologies that will be employed at the facilities, such as solar+storage and rainwater capture, ensure that they can continue to operate during power outages and other times of need. Community engagement and education will aim to inform both regular visitors and individuals seeking refuge before, during and after extreme weather events.

Community Partnership and Partner Roles

The candidate facilities chosen by the initial high-level analysis are owned and operated by Fulton County and each serves their surrounding communities. These are community-facing facilities that are generally well-known in their local context and are often centrally located at nodes of transit, public amenities, and community. The candidate facilities are made up of two libraries and two health centers in Fulton County (Attachment B). The four candidate facilities each have existing relationships with community-based organizations that they partner with on a variety of initiatives, programs, and services. These organizations include multiple neighborhood associations, Neighborhood Planning Units, and community-based organizations referenced in the previous section. The project team will work with the facilities to leverage these existing relationships to gather community input and voice during the community engagement process of the project.

Fulton County and Southface will work in close partnership on the following activities and tasks: general project management; community outreach, engagement, partnerships, and education; building feasibility analysis and study; resilient technology design and implementation; government staff training and education; and related communications and peer learning.

Southface and the TransFormation Alliance (TFA) also serve as community partners. Southface is a 501(c)(3) nonprofit established in 1978 and based in Atlanta, GA and Fulton County. Southface has been working in Fulton County and with community partners for the past 41 years to promote sustainable homes, workplaces and communities through education, research, advocacy and technical assistance. During this time Southface has hosted hundreds of trainings and community meetings across the county and the state, engaging thousands of people on sustainability and resiliency. Southface believes in cross-sector collaboration and partnering with diverse groups of people to create sustainable and resilient communities. We meet people where they are and show up when invited by on-the-ground community partners to co-design community-based solutions to enhance sustainability and resiliency.

These are some recent examples of Southface's community partnership work on the southside of Atlanta and Fulton County. Southface is the Climate Champion for the TFA and has led a climate resilience focused community engagement and partnership process. Dozens of stakeholders, community leaders and members in the city of Atlanta and Fulton County have participated in numerous events to learn together and share educational information, and identify assets and adaptation strategies to enhance community resilience. Community members speak to the need for resilience hubs, renewable energy development, education/training and economic opportunity. Southface and Energy Efficiency for All Georgia Coalition

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members such as Georgia Watch and the Partnership for Southern Equity's Just Energy Circle and its members also convene Energy-Equity Forums across metro Atlanta and Georgia to inform communities on the energy system, regulatory environment, cost-effective energy efficiency measures, the clean energy economy and opportunities to act. Additionally, as a result of community engagement and partnership on climate and cultural resilience in Southwest Atlanta, Southface has created a green infrastructure workforce development and implementation program called Atlanta CREW. This program is training more than 60 people on how to install and maintain green infrastructure and implements projects in the local watershed with hands-on training, providing an added community benefit of improved stormwater management. Southface strongly believes that solutions to our most pressing challenge, climate change, will not only require robust and scientifically based technical research and expertise, but also authentic partnerships with communities on the ground so that the solutions are truly sustainable. Southface and Fulton County have worked closely together and collaborated on every step of the Community Resilience Hubs project development.

Equity and Inclusiveness

The projects priority stakeholders are the populations surrounding the four candidate Community Resilience Hubs sites. When compared to Fulton County at large, these areas have a higher percentage of poverty, lower median income, higher percentage of people of color, greater percentage without a vehicle, higher energy burden and more than half a mile from the nearest public transit station (see Attachment A). These areas and groups have been selected due to their high level of climate vulnerability and limited adaptive capacity as a result of limited income and economic opportunity, underinvestment in their communities, limited public resources and services, racially discriminatory policies and inequitable distribution of resources. These communities stand to benefit the most from a more sustainable and resilient community and economy, and they have traditionally been the most burdened by social and environmental conditions and injustices. These are communities without an alternate place to go in times of emergency, such as a Hub, or to learn about the opportunities for advancement in the sustainable economy.

Community engagement and visioning sessions will be hosted to accomplish a number of goals: 1) educate local residents and facility staff about resilient technologies and practices that can be implemented in their homes and businesses; 2) gather the community's input on the possibility of a Community Resilience Hub at their facility; and 3) gather the community's input on what features would be most important for resilience. These sessions will directly inform which site is selected for implementation of the Community Resilience Hub. Southface has robust experience convening these types of forums and will work with local community-based organizations referenced above and others to maximize participation and connection with residents. Multiple sessions will be held at each of the candidate facilities in the community engagement process of year one to educate and inform site selection. As the project progresses to implementation in year two, community engagement will shift to continued education about the technologies and practices being installed at the selected site. This engagement will continue not only for the selected site, but with the other three sites as well, ensuring that all residents initially engaged are included in ongoing education about how to be more resilient at home and how to get involved in the industries related to resilient technologies.[MJ5]

We plan to connect interested and capable members from these and surrounding communities with contractors for on the job training with solar+storage, rainwater harvesting, etc. Further, an intern [MJ6] will be hired from

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the local community to help operate the Hub with Fulton County staff and will be tasked with engaging youth and other community members through affinity or support groups such as a “Resilience Hub Club”. We also plan to customize an educational component around each of the candidate Hubs that directly relates to the profile of the regular visitors and surrounding communities. [M17] The patrons and facility visitors can also learn about all the components of the Community Resilience Hub and their significance. This information can help them in developing resilience practices in their own lives and homes. Information will be provided on how to pursue a career or education related to energy, sustainability and/or community development.

Innovation

If established, the Hubs would represent the first resilience hubs in the state to incorporate solar+storage. Currently, there are no designated community emergency centers or resilience hubs in Fulton County and there are only three cooling/warming centers in the city of Atlanta[3], creating a high level of vulnerability to climate shocks and stressors. As an adaptation strategy to the impacts of climate change, resilience hubs that are located at local government and community facilities are understood to be effective at improving the resilience, cohesiveness, and equity of communities. However, their adoption and application in Georgia and the Southeast, especially in low-income communities and communities of color, has yet to be realized. Resilience hubs present unique opportunities to leverage well-known and established centers of community activity to provide community members with both the resources they need to recover from major climate events and the education to improve their personal resilience in preparation for future disasters and events. Taking advantage of the location and public awareness of these facilities, the Hubs would provide new strategies that residents can add to their toolkit for adapting to the impacts of climate change.

The community engagement and resilience education components of this project represent an innovative method for increasing public awareness and knowledge about strategies for personal and community resilience related to the changing climate. Not only will the resilience hubs serve as centers for safety and recovery after major climate events, but they will also provide residents and regular visitors with the opportunity to learn about resilient technologies and practices that can be used in their homes and communities.

Further, Fulton County will update their sustainable building policies to reflect a minimum level of resilient technologies and strategies for future construction and renovation of their facilities. Building on the current sustainable building policies that include requirements for green building certifications, the County will use lessons learned from the implementation of resilience hubs to form the basis of these policies. Community resilience hubs have the potential to be replicated at the local and regional level across Georgia and throughout the Southeast. Not only could Fulton County expand their resilience efforts to other facilities within their portfolio, but they could also serve as an example for other municipalities at the city, county, and regional level. The facilities selected as potential candidates to be resilience hubs are typical municipal facilities and are common throughout the state and Southeast. Further, the stressors and burdens faced by residents of Fulton County and Atlanta are a common experience of similar communities in the Southeast. Fulton County will produce a set of best practices and lessons learned case study from the implementation of the resilience hubs that could serve as a guide for other implementation efforts.

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As a result of this work, Fulton County and Southface would be able to serve as a valuable resource to SSDN, its members, and other municipalities in the Southeast on the establishment of resilience hubs. Through this process of proposing Community Resilience Hubs in Fulton County, the project team learned numerous valuable lessons, specific to this region and climate context, that would be directly applicable to similar teams and projects. It is expected that this learning will continue into the implementation phase of this project, and that experience could be key for the equitable advancement of resilience hubs and climate resilience in the Southeast.

Local Government Commitment

Fulton County has signaled their commitment to sustainability and equity through the unanimous passing of its first sustainability plan. The primary objectives of the plan include reducing the aggregate energy and water consumption of county facilities by 20% by 2025, improving air quality, and empowering employees and residents through education. This plan sets priority areas that the county feels are integral to achieving these objectives and maintaining sustainability in a rapidly changing environment: Climate Change Mitigation; Social Equity & Smart Transit; High-Performance Infrastructure; Education, Outreach, and Green Jobs Training/Placement; Fostering Partnerships; and Budgetary Appropriation.

Climate Change Mitigation involves driving efficient energy use, while identifying and implementing renewable energy opportunities. Addressing Social Equity & Smart Transit will encourage clean energy transportation and advance community efforts promoting self-sufficiency through resident engagement. The High-Performance County Infrastructure priority area will improve recycling and waste diversion efforts while utilizing building automation systems to improve maintenance strategies, along with continuously improving water quality initiatives and efficiency. Fostering Partnerships with our cities, organizations and businesses will support environmental justice and support sustainable practices in Fulton County. Identifying products, grants and programs designed to promote sustainability and driving utility cost savings through efficiency will support Budgetary Appropriation. Fulton County's Sustainability Plan also lists major tasks to be accomplished by 2025 and later demonstrates that each task often influences and is influenced by multiple priority areas. The Community Resilience Hub project that we are proposing supports all of the plan's priority areas and would also reiterate Fulton County's commitment to environmental justice and the preservation of natural resources.

Implementation of a Community Resilience Hub would be supported by facility staff and an Intern hired from the community. Fulton County, in partnership with Southface and technical advisors, would provide any necessary training and support to these positions to ensure appropriate operation of the Hub.

Success Metrics

Success for this project is defined as the improved resilience and adaptive capacity of individuals and communities with access to and in the local areas surrounding of the selected Community Resilience Hub. Progress towards this outcome will be indicated by metrics relating to the establishment and use of the resilience hubs, community resilience characteristics and perceptions, and impact on other resilience policies and projects. These metrics include the following:

Establishment and Use of Community Resilience Hubs

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- Number and duration of events requiring use of Community Resilience Hub
 - Number of regular visitors and visitors during major climate events
 - Amount of electricity (kWh) produced, stored, and used before, during and after major climate events
 - Amount of greenhouse gas emissions (tons) avoided by sustainable and resilient technologies
 - Amount of water (gal) captured and reused
 - Number and attendance of Community Education and Visioning sessions

Community Characteristics and Perceptions

- Demographics of visitors during and after major climate events
- Adaptive capacity and vulnerability reduction
- Visitor and community perceptions of resilience after major climate events

Impact on Resilience Policies and Programs

- Integration of resilience hub practices into Fulton County sustainable building ordinance
- Fulton County and Southface used as a resource for other similar efforts in the Southeast

Measurement and data collection for these metrics will be coordinated by the facility staff and intern. Protocol will be established by the project team for recording data surrounding events that require use of the resilience hub in such a way that does not hinder the staffs' ability to provide resilience services to the community. We also plan to share data and metrics on the Community Resilience Hub publicly through a web dashboard.

Challenges

Successful establishment of a Community Resilience Hub is dependent on factors that will take shape during the site selection and implementation phase of the project. Community buy-in is a key component of a Hub that truly serves and meets the needs of the surrounding residents. For this reason, emphasis will be placed on the first phase of the project to ensure that the community is informed and knowledgeable about resilience, has had adequate opportunity to provide and has provided input on the proposed Hub, and continues to support the implementation of this project. Further, the comprehensive techno-economic analysis and structural analysis could reveal technical barriers to implementing some of the resilient technologies at the candidate sites. The project team has carried out an initial analysis of the candidate facilities with technical advisors and feels comfortable about the suitability of each site for a resilience hub, but this could be a potential challenge.

The project team has experienced some challenges in finding comparable examples of resilience hubs to guide the design of this project due to the lack of resilience hubs in the Southeast. This will be a challenge in the implementation phase as we are in relatively uncharted waters, particularly in the local context. However, with the guidance from technical advisors and learning from examples in other regions, Fulton County and Southface hope to provide the Southeast with a promising example of a Community Resilience Hub that can be replicated throughout the region.

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- [1] <https://www.census.gov/quickfacts/fact/table/fultoncountygeorgia,fultoncitymissouri,GA/PST045218>
 - [2] <https://www.nytimes.com/interactive/2017/06/29/climate/southern-states-worse-climate-effects.html>
 - [3] <https://www.atl311.com/wp-content/uploads/2015/06/City-of-Atlanta-Cooling-Centers.pdf>

CONTRACTOR AGREEMENT

This Agreement made and entered into this 3rd day of August 2022 (the “Effective Date”), by and between the **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “County”, and **SOUTHFACE ENERGY INSTITUTE, INC.**, a Georgia non-profit corporation, hereinafter referred to as “Contractor”, authorized to transact business in the State of Georgia.

WITNESSETH:

WHEREAS, the County desires to engage Contractor to perform all work required by the County to perform project management, fiscal agency, furnishment and installation of all necessary labor, materials, equipment, supervision, and insurance with subcontractors for the Community Resilience Hub Project design and implementation at Metropolitan Branch Library to become the County’s first Community Resilience Hub, hereinafter, referred to as the "Project". In 2019, the County and Contractor executed a \$300,000 grant agreement, Exhibit A, Grant Agreement attached hereto and incorporated by reference, with the Southeast Sustainability Directors Network (SSDN) over the period of 2020-2022 to plan, design and implement the Project at Metropolitan Branch Library and improve the facility to function as a temporary emergency operations center and a daily resource center promoting a high level of community resiliency and sustainability to climate and social hazards and disruptions. The Project grant agreement supports the tasks described in Exhibit B, Scope of Work, related to project management, fiscal agency and management, facility operations manual, communications, and the design, installation, and construction of resilient technologies including a battery energy storage system tied to an existing solar photovoltaic array for backup emergency power, and a rainwater harvesting system for emergency potable water supply and irrigation; and

WHEREAS, the Contractor has the necessary licenses, permits, experience, personnel and facilities to perform the work; and

WHEREAS, the County and Contractor desire to enter into this Agreement to formalize the services Contractor will be providing to the County as part of the Project.

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

1.0 Contract Documents

County and Contractor agree that the Agreement consists of the following contract documents:

- I. Form of this Contract Agreement
- II. Exhibit A, Grant Agreement
- III. Exhibit B, Scope of Work
- IV. Exhibit C, Compensation
- V. Exhibit D, Certificate of Insurance
- VI. Exhibit E, Georgia Immigration Affidavit

2.0 Scope of Work

The County hereby engages Contractor to perform, and Contractor agrees to perform for the County, all work required by this Agreement to perform all tasks described in Exhibit B, Scope of Work.

3.0 Contractor Representations

- (a) Contractor represents that it has, or will secure at its own expenses, all personnel required to perform all work to be completed under this Agreement.
- (b) The Contractor shall perform all services as an independent contractor and not as an agent of the County.
- (c) The Contractor hereby agrees to perform the duties of this agreement and further agrees to furnish all labor, materials, tools and equipment specified or required for the completion of all work called for herein and as set forth in Exhibit B, Scope of Work and Exhibit C, Compensation.
- (d) All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.
- (e) None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.
- (f) Contractor by the execution of this Agreement, acknowledges that it is possessed of that degree of care, learning skill and ability which is ordinarily possessed by other members of its profession and further contract that in the performance of the duties herein set forth it will exercise such degree of care, learning, skill and ability as is ordinarily employed by Contractor under similar conditions and like circumstances and shall perform such duties without neglect.

4.0 Contract Modifications

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced

Exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the County. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

5.0 Compensation

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit C, Compensation.

The total contract amount for the Project shall not exceed \$300,000.00 (Three Hundred Thousand Dollars and No Cents), the amount of the grant received by the County to perform the work, which is full payment for the agreed upon Scope of Work. If necessary, the Scope of Work will be adjusted to meet the \$300,000 limit once sub-contractor pricing is provided.

6.0 Insurance

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified by Risk Management with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage, as listed below.

Contractor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance carrier that coverage afforded under such policy or policies shall expire, be cancelled, or materially altered. Certificates of Insurance are to list Fulton County Government, Its Employees, Servants and Agents as an Additional Insured (except for Workers' Compensation), using Travelers Blanket Additional Insured Endorsement CGD246 or its equivalent for ongoing operations and completed operations for two years after substantial completion of Contractor's work.

The Contractor's insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

7.0 Contract Commencement

The Agreement shall be effective upon the Effective Date and the substantial completion of the Scope of Work shall be completed within 270 days from the Effective Date.

8.0 Termination of Agreement for Cause

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit B, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will ensure completion of the work within the specified time, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement to the County.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

9.0 Termination for Convenience of County

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services performed. Partially completed tasks will be compensated for based on a signed statement of completion to be

submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

10.0 Indemnification

The Contractor shall indemnify and hold harmless the County, its officers, agents and employees from and against any and all claims against the County, its officers, agents and employees to the extent they arise out of any negligent act or omission of the Contractor or any subcontractors employed by the Contractor or any of their officers, agents or employees, and any and all claims which result from any condition created or maintained by the Contractor or any subcontractors employed by the Contractor or any of their officers, agents or employees, which condition was not specified to be created or maintained by this Agreement. The Contractor further agrees that its agreement to indemnify and hold harmless the County, its officers, agents, and employees shall not be limited to the limits of the liability insurance under this Agreement and the attached specifications.

11.0 Permits and Licenses

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license, or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

12.0 Invoicing and Payment

Contractor shall submit invoices for work performed during the contract period, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment from the Project grant and for all services and equipment completed and purchased by the Contractor and subcontractors during the contract period. The County shall review for approval of said invoices to be paid via the Project grant. The County shall have the right not to approve any invoice be paid from the Project grant or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall review and approve or disapprove payments, as the case may be, to Contractor within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract

and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address

- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units

- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold approval of payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments for which authorization has been withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes

for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Contractor will notify County and detail the dispute before the invoice date. The County shall promptly authorize payment of any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Contractor will be promptly approved by County.

Payment of Sub-Contractors/Suppliers: The Contractor must certify in writing that all subcontractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay subcontractors or suppliers until it has received approval of Project grant payment from Fulton County, the prime Contractor shall pay all subcontractors or supplier funds due within forty-eight (48) hours of receipt of approval from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor of any Project grant payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

13.0 Taxes

To the extent required by law, the Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

14.0 Notices

Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management, Director
141 Pryor Street SW, Suite G119
Atlanta, Georgia 30303
Attn: Joseph Davis
Telephone: (404) 612-3772
Email: Joseph.Davis@fultoncountyga.gov

With a copy to:

Chief Purchasing Agent
Department of Purchasing & Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
Attn: Felicia Strong-Whitaker
Telephone: (404) 612-4210
Email: felicia.strong-whitaker@fultoncountyga.gov

AND

Department of Real Estate and Asset Management,
Administrator
141 Pryor Street SW, Suite G119
Atlanta, GA 30303
Attn: April Pye
Telephone: (404) 612-7028
Email: april.pye@fultoncountyga.gov

Notices to Contractor shall be addressed as follows:

Southface Energy Institute
241 Pine Street NE
Atlanta, GA 30308
Attn: James Marlow
Telephone: (404) 872-3549
Email: jmarlow@southface.org

15.0 Confidentiality

All notices and deliverables pertaining to this Agreement shall be marked "Privileged and Confidential" and the appropriate restrictions pertaining to legally privileged and confidential documents will apply. These documents will also be subject to applicable exceptions to public disclosure pursuant to O.C.G.A. § 50-18-72.

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:

**SOUTHFACE ENERGY
INSTITUTE**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

James Marlow
President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Joseph Davis, Director
Department of Real Estate and Asset
Management

EXHIBIT A
GRANT AGREEMENT

*SSCF Tracking: R3Y1B, Fulton County
Amount: \$300,000
Grant End Date: December 31, 2021*

November 7, 2019
Kenneth Darisaw
Fulton County, GA
Energy & Sustainability
Dept. of Real Estate & Asset Management
141 Pryor St SW | Suite G 119 | Atlanta, GA 30303
404-612-8762 Office

RE: Award Agreement for Community Resilience Hub Proposal

Dear **Mr. Darisaw**:

Global Philanthropy Partnership (GPP) is pleased to award Fulton County, Ga. a grant from the Southeast Sustainable Communities Fund (SSCF) for the Community Resilience Hubs in the amount of \$150,000 for year one (January 1, 2020-December 31, 2020). This grant project has a twenty four month term beginning January 1, 2020 ending December 31, 2021. A second year payment, contingent on year one performance and reporting described in this letter, will bring the total award for two years to \$300,000.

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Section 1. Grant Summary

Fulton County, Georgia, the most populous county in the state (1,050,114^[1]), is afforded with many assets and opportunities, such as numerous Fortune 500 company headquarters, the world's busiest airport, renowned higher education institutions and the nation's densest urban tree canopy. However, it is not without its challenges related to low household income, areas of high poverty, limited public transportation access and mobility, unsustainable land use policies and inequitable distribution of benefits and burdens.

Climate change is exacerbating these challenges and it will be necessary to proactively respond with innovative and community-supported solutions to increase adaptive capacity and reduce vulnerability. Local climate vulnerability has been identified by community members and state/national climate assessments as being the greatest due to increasing and variable temperatures, altered precipitation, flooding and extreme weather events. These are of acute concern for seniors, people with disabilities, low- and moderate-income households and communities of color as they are often under-resourced and lack services, such as access to public transportation, and community centers equipped with resilient technologies and practices for social and climate resilience (see Attachment A).

A key solution to address these challenges in the local context is the implementation of a Community Resilience Hub at a Fulton County facility (e.g., library or health center). Community Resilience Hubs serve local residents, facility staff and others during emergency situations due to extreme weather events and other stressors to the resilience of our systems in the face of climate change. These Hubs also act as beacons in under-resourced communities and communities of color to engage, connect and learn about resilient and sustainable practices and technologies so that residents and local government may gain exposure and familiarity with the economic and environmental opportunities and benefits.

Section 2. Involved Parties

The lead applicant that submitted the grant proposal is the lead grantee who is responsible for ensuring the work is completed and the funds are used as detailed in this grant award letter. Project partners are accountable to the lead grantee. All parties are actively involved in project implementation and are committed to the results of the project.

- Lead Grantee: Fulton County, GA

-
- Fiscal Agent: Southface
 - Project Partners: Southface Institute, inc; Alex Trachtenberg, Senior Project Manager – Community Impact; atrachtenberg@southface.org; 404-604-3592; www.southface.org

Section 3. Project Narrative

The primary goal of this project is to enhance the first and second tiers of community resilience and **increase adaptive capacity while reducing vulnerability to stressors created by climate change** in Fulton County, GA. This goal will begin to be accomplished through the implementation of sustainable and resilient practices and technologies at one Fulton County facility as a scalable and replicable model for the region, accompanied by thorough community engagement, partnership and education around all four potential facilities. Four candidate facilities (Attachment B) have been initially selected as suitable candidates for a Community Resilience Hub based on a high-level analysis of community assets, Fulton County's portfolio of facilities, as well as past work to gather community input on climate resilience needs and assets. The high-level analysis included an examination of basic solar+storage requirements (e.g., energy use, roof suitability, building usage, etc.).

Past work to understand community climate resilience needs has been carried out since 2017 in partnership with the TransFormation Alliance and its members including Georgia STAND-UP, ECO-Action, West Atlanta Watershed Alliance, Partnership for Southern Equity, Atlanta Fire Rescue Department, and the City of Atlanta Mayor's Office of Equity, Diversity, Inclusion and Resilience (One Atlanta). As part of this work, Southface and partner organizations conducted community conversations, asset mapping, surveys and community based participatory research, and other outreach in Atlanta (primarily Southwest) to identify areas of concern and solutions to climate- and culture-related vulnerabilities. Among others, a common theme emerged that pointed to the need for increased resilience at the community and individual level in the face of major power outages, natural disasters, and climate-related emergency situations. Community Resilience Hubs were discussed and there was consensus that this solution would help to spur and provide the added resilience and adaptive capacity that the community needs.

The proposed project includes two primary tasks, both founded in significant community engagement. The first is selection of one site out of the four candidate facilities and the second is implementation of a Community Resilience Hub at that site. **The community's voice and assets will directly inform site selection and then guide the implementation of the Hub.**

The site selection process will involve a combination of both techno-economic analyses of the feasibility of each facility for solar+storage and other resilient technologies, as well as community engagement with local residents about how the proposed Community Resilience Hub could meet their needs and build on existing assets. Supported by technical advisors that bring expertise in solar, battery storage, rainwater harvesting, and other resilient technologies and practices, the project team would examine each facility's ability to physically support a

resilience hub. This analysis will also inform decisions about how much of the critical load of the buildings will be supported and for what duration.

The project team and community partners will conduct multiple community engagement and visioning sessions at each of the four facilities to better understand specific resilience and sustainability needs, existing assets, resources and partnerships, priority solutions for enhanced resilience, and provide educational information to facility staff, local organizations and businesses, visitors and other residents about resiliency. Currently, multiple neighborhood associations and community-based organizations use and connect often with candidate sites, including Capitol View, Capitol View Manor, Adair Park, Sylvan Hills, and Pittsburgh neighborhood associations, as well as Neighborhood Planning Unit-X (NPU). We will also discuss the potential implementation and implications of establishing a Hub and gather input and feedback about the desire to move forward with implementation. Further, community and facility staff input will inform which areas and operations of the facility will be operable during times of Hub activation in emergency situations. The project team has included funds in the budget for meals, materials, and staff time for multiple, in-depth community conversations at each of the candidate sites over both years of the grant period. Funds are also budgeted for personal resilience kits, 25 at each of the candidate sites, that will include items useful in power outage and emergency situations for community members. These kits could include items such as batteries, solar chargers, first aid kit, water, food, resilience hub guide, etc.

Section 4. Project Timeline

Primary Project Goal (Jan. 1, 2020 – Dec. 31, 2021): Enhance the first and second tiers of community resilience and increase adaptive capacity while reducing vulnerability to stressors created by climate change in Fulton County, GA.

- Sub-Goal 1: Community voice and assets will directly inform site selection and then guide the implementation of the Community Resilience Hub.
 - Milestones:
 - Outreach to community-based organizations, residents and partners within ½ mi. – 1 mi. radius of the four Fulton County facilities
 - Timeline: Jan. 2020-Nov. 2020
 - Prepare educational information for education sessions to share with Fulton County facility staff, community-based organizations and businesses, residents, visitors and others about sustainability and resiliency.
 - Timeline: Jan. 2020-Apr. 2020
 - Procure home resilience kits (25) for check-out at the four Fulton County facilities
 - Timeline: Apr. 2020-May 2020

-
- Host community education and visioning sessions at the four facilities to enhance the first and second tiers of resiliency and determine the community's preferred site for the Community Resilience Hub (1).
 - Timeline: Apr. 2020-Nov. 2020
 - Select the community preferred Resilience Hub site
 - Timeline: Nov. 2020
 - Sub-Goal 2: Complete techno-economic analyses of the feasibility of each facility (4) for solar+storage and other resilient technologies such as rainwater harvesting to inform the site selection for the Community Resilience Hub (1).
 - Milestones:
 - Complete building assessments for energy/water efficiency, rainwater harvesting and solar+storage at the four facilities.
 - Timeline: July 2020-Dec. 2020
 - Complete in-depth rainwater harvesting and solar+storage analyses at the four facilities to inform the feasibility and capacity in terms of water demand/supply and electrical loads to maximize the duration of resilience.
 - Timeline: Sept. 2020-Dec. 2020
 - Complete economic analysis of cost-benefit, payback and ROI of rainwater harvesting, solar+storage and other resilient technologies at the four facilities.
 - Timeline: Oct. 2020-Jan. 2021
 - Select the Community Resilience Hub site based on community input/preference and economic/technical assessments and analyses.
 - Timeline: Feb. 2021
 - Sub-Goal 3: Implement the Community Resilience Hub
 - Milestones:
 - Design rainwater harvesting and solar+storage systems, and other resilient technologies.
 - Timeline: Feb. 2021-Mar. 2021
 - Procure rainwater harvesting and solar+storage systems, and other resilient technologies.
 - Timeline: Mar. 2021-Apr. 2021
 - Installation of rainwater harvesting and solar+storage systems, and other resilient technologies.
 - Timeline: May 2021-Sept. 2021
 - Sub-Goal 4: Fulton County Departments incorporate Community Resilience Hubs and sustainable and resilient practices as part of their design, construction and operations guidelines for all applicable facilities.
 - Milestones:
 - Meetings with Fulton County Departments and leadership

- Timeline: Oct. 2020-Feb. 2021
 - Share and/or develop model guidelines for sustainable and resilient design, construction and operations.
 - Timeline: Dec. 2020-Sept. 2021
 - Work with Fulton County to implement guidelines
 - Timeline: Jan. 2021-Dec. 2021
- Sub-Goal 5: Share lessons learned, process and experience with SSDN, local governments, nonprofits, community members, professionals, etc.
 - Milestones:
 - Quarterly progress updates to SSDN
 - Timeline: Mar. 2020-Sept. 2021
 - Quarterly grantee cohort calls
 - Timeline: Apr. 2020-Oct. 2021
 - Year one progress report
 - Timeline: Dec. 2020
 - Year two planning call
 - Timeline: Nov. 2020-Dec. 2020
 - Final report
 - Timeline: Dec. 31, 2021
 - Storytelling and communications
 - Timeline: Jan 1. 2020-Dec. 31, 2021
 - SSDN Annual Meeting
 - May 2020 (2021 TBD)

Section 5. Grant Requirements

Fulton County, as lead grantee, has agreed to meet six key grant requirements:

1. **Submit Quarterly Progress Updates.** These updates will be brief (2-3 paragraphs) and will include: 1. progress on major milestones; 2. results achieved to date (outputs and outcomes); 3. funds spent to date; 4. explanation of any major changes to the project milestones, timeline, or budget. These updates will be emailed to SSCF Manager Meg Jamison (meg@southeastssdn.org) on the dates in **Table 2** (below).
2. **Participate in Quarterly Grantee Cohort Calls.** The lead grantee (and any key project partners, if desired) will participate in quarterly grantee cohort calls to share progress and learn from each other. This includes

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one call after the grant term ends to discuss grant program lessons learned. Calls will be coordinated by SSCF staff. The general timeline is outlined in **Table 2** (below), the specific dates will be determined before December 31, 2019.

3. **Submit a Year One Progress Report.** This report will be no more than four pages and will include 1. progress on major milestones; 2. results achieved to date (outputs and outcomes); 3. funds spent to date; 4. explanation of any major changes to the Year One project milestones, timeline, or budget; and 5. proposed Year Two project budget by milestones and metrics table (**Table 1**). Note: the proposed Year Two budget will not exceed the Year Two estimate included in this grant agreement. This report will be emailed to SSCF Manager Meg Jamison (meg@southeastssdn.org) by December 10, 2020.

4. **Participate in Year Two Planning Call.** The lead grantee (and key project partners, if desired) will participate in a Year Two Planning call with the SSCF Program Manager. The purpose of this call will be to review Year One performance, discuss the proposed Year Two project budget by milestones and metrics table, and determine if Year One performance merits the Year Two grant payment. Calls will be coordinated by SSCF staff and conducted in December 2020, specific date and time to be determined. Year Two payments will be issued within 30 days of approval from the SSCF Program Manager.

5. **Submit a Final Report.** This report will be between 7-12 pages and will include three deliverables: 1. a final grant report that describes outcomes, impact, follow on work planned, funds leveraged, and lessons learned (use template in [Appendix 1](#)); 2. a detailed record of grant fund expenditures, including a comparison of original budget (**Section 4**) to actual expenditures; 3. Any materials created for this grant project that demonstrate the project outputs and/or outcomes in a way that could help SSCF share the success of the grant program with other communities and other funders. This report will be emailed to SSCF Manager Meg Jamison (meg@southeastssdn.org) by December 31, 2021.

6. **Participate in Storytelling Activities.** Some lead grantees and project partners will be asked to participate in storytelling activities. Storytelling activities will be coordinated by SSCF. Examples of what this activity will produce include written feature stories, participant profiles, photo essays, sound recordings, videos, and/or local media coverage.

Section 6. Grant Deadlines

Table 2. Key Grant Requirement Deadlines			
	Deliverable	2020 Deadlines	2021 Deadlines
1.	Quarterly Progress Reports	<ul style="list-style-type: none"> ● March 31, 2020 	<ul style="list-style-type: none"> ● March 31, 2021

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		<ul style="list-style-type: none"> • June 30, 2020 • September 30, 2020 • See Year One Milestone Progress Report below 	<ul style="list-style-type: none"> • June 30, 2021 • September 20, 2021 • See Final Report below
2.	Quarterly Peer Learning Progress Calls	<p>Specific dates and times to be determined before December 31, 2019.</p> <ul style="list-style-type: none"> • April 2020 • July 2020 • October 2020 • January 2021 	<p>Specific dates and times to be determined before December 31, 2020.</p> <ul style="list-style-type: none"> • April 2021 • July 2021 • October 2021 •
3.	Year One Milestone Progress Report	December 10, 2020	Not applicable
4.	Year Two Planning Call	Specific date and time in November or December 2020 to be determined.	Not applicable
5.	Final Report	Not applicable	December 31, 2021
6.	Storytelling Activities	To be determined	
7.	SSDN Annual Meeting workshop	Attendance at the SSDN Annual Meeting is required for purposes of sharing stories and lessons learned with the SSDN network. The 2020 meeting is May 3-4 in Savannah, GA. The 2021 meeting is TBD. SSCF program will cover all costs related to attending this meeting for the lead grantee and up to one other grant participant. At least one grant team member must attend this meeting.	

Section 7. Grant Payment Schedule and Terms

GPP will issue two lump sum grant award payments to the lead grantee or their designated project fiscal sponsor. The first payment will be for Year One project implementation in the amount of \$150,000. The second payment will be for Year Two project implementation, is contingent on successful performance of Year One milestones, and will be in the amount of \$150,000. Prior to issuing Year Two payment, the SSCF may require a written scope update from the lead grantee to update expectations and deliverables for Year Two work. If this is required, the scope update will be drafted by the lead grantee, approved by the SSCF Program Manager, signed by GPP and the lead grantee, and added as an attachment to the original grant award letter.

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Section 8. Additional Grant Terms

- Grant funds cannot be used for lobbying.
- The project must be a collaboration with the partners described in Section 2.
- The grantee is aware that failure to deliver, significant timeline extensions, and/or over budget projects will jeopardize future applications to the fund from this grantee if this fund continues.
- Unless otherwise specified in a separate agreement with GPP and the project partner, ownership and rights of the deliverables will be equally shared by the lead community, the partner, and GPP on behalf of SSDN. SSDN reserves the right to share and post both privately with members and funders, and publically to advance the field of urban sustainability.
- **Assignment.** Neither GPP nor Fulton County shall assign its rights or obligations under this Agreement without the prior written consent of the other party; provided, however, that Fulton County acknowledges and agrees that GPP (a) currently is the fiscal sponsor of Southeast Sustainability Directors Network (“SSDN”), to which the Community Resilience Hubs relates, and (b) shall be permitted to assign its rights and obligations under this Agreement[, **upon at least 30 days’ prior written notice to Consultant,**] to a successor entity (Urban Sustainability Directors Network/“USDN”) to which GPP has agreed to transfer all or substantially all of the assets, activities, and liabilities relating to SSDN. Any assignment prohibited hereby shall be null and void.

If you agree with the terms and conditions of this grant agreement, complete and sign the Section 9. Acceptance of Grant Terms form, and email to April Donnellan at april@global-philanthropy.org and Meg Jamison at meg@southeastssdn.org no later than December 31, 2019. Year One grant payments will be issued within 30 days of receipt.

Sincerely,

April K. Donnellan
Executive Director, Global Philanthropy Partnership

CC: Meg Jamison, SSCF Program Manager

SSCF Tracking: R3Y1B, Fulton County
 Amount: \$300,000
 Grant End Date: December 31, 2021

Section 9. Acceptance of Grant Terms Form

By signing this form, Fulton County accepts the terms and conditions of this grant agreement in its entirety.

Lead Grantee

Name: <u>Robert L. Pitts</u>	
Title: <u>Chairman, Fulton County Board of Commissioners</u>	
Email: <u>Robb.Pitts@fultoncountyga.gov</u>	
Phone: <u>404-613-9810</u>	
Tax ID Number of lead grantee: <u>58-6001729</u>	
Instructions for Check Issuance or Bank Transfer:	
Signature: 	

Project Fiscal Sponsor (if different from above)

Organization: <u>Southface Energy Institute</u>	
Name: <u>Andrea Pinabell</u>	
Title: <u> </u>	
Email: <u> </u>	
Phone: <u> </u>	
Tax ID Number: <u> </u>	
Instructions for Check Issuance or Bank Transfer:	
Signature: <u> </u>	

Project Manager Information (if different from above)

Organization: <u>Southface Energy Institute</u>	
Name: <u>Alex Trachtenberg</u>	
Title: <u>Senior Project Manager</u>	
Email: <u>atrachtenberg@southface.org</u>	
Phone: <u>404-604-3592</u>	
Signature: <u> </u>	

SSCF Tracking: R3Y1B, Fulton County
Amount: \$300,000
Grant End Date: December 31, 2021

Section 9. Acceptance of Grant Terms Form

By signing this form, Fulton County accepts the terms and conditions of this grant agreement in its entirety.

Lead Grantee

Name: <u>Kenneth Darisaw</u>	
Title: <u> </u>	
Email: <u> </u>	
Phone: <u> </u>	
Tax ID Number of lead grantee: <u> </u>	
Instructions for Check Issuance or Bank Transfer: <u> </u>	
Signature: <u> </u>	

Project Fiscal Sponsor (if different from above)

Organization: <u>Southface Energy Institute</u>	
Name: <u>Andrea Pinabell</u>	
Title: <u>President</u>	
Email: <u>apinabell@southface.org</u>	
Phone: <u>404-872-3549</u>	
Tax ID Number: <u>58-1357547</u>	
Instructions for Check Issuance or Bank Transfer: <u> </u>	
Signature: <u></u>	

Project Manager Information (if different from above)

Organization: <u>Southface Energy Institute</u>	
Name: <u>Alex Trachtenberg</u>	
Title: <u>Senior Project Manager</u>	
Email: <u>atrachtenberg@southface.org</u>	
Phone: <u>404-604-3592</u>	
Signature: <u></u>	

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Appendix 1. Grantee Award Guidance

Document Purpose

This document is a guide for Southeast Sustainable Communities Fund (SSCF) lead applicants and/or lead grantees. SSCF wants to ensure receipt of funds is not a barrier for anyone to participate in an award, and will work with lead grantees and fiscal sponsors to develop flexible solutions when necessary.

Who Issues the Grant Award?

SSCF is not an independent legal entity or a nonprofit organization. The Global Philanthropy Partnership (GPP) is a 501 (c) 3 nonprofit that houses SSCF as a project within its organization. GPP serves as the legal entity and fiscal sponsor on SSCF's behalf. This means that all contracting, granting, and / or legal agreements associated with SSCF are actually with GPP. When SSCF issues grant awards, GPP is the legal entity signing grant award letters with lead grantees and issuing funds to either lead grantees or fiscal sponsors of the grant project.

Who is the Grant Awardee?

SSCF issues grant award letters to the city/county lead applicant on the grant proposal who is deemed the lead grantee. The lead grantee is the primary point of contact with the SSCF for the grant award and grant reporting. The lead grantee is the entity to sign the Acceptance of Grant Terms Form.

Who Can Receive Funds, and How?

The lead grantee or the project fiscal sponsor designated in the Acceptance of Grant Terms Form can receive the grant funds after the lead grantee and GPP sign the award letter.

The lead grantee tax ID / EIN is required in all cases. This is because the award is being made to the city/county, and so the city/county's tax ID / EIN is the number GPP's tax auditor requires. The City/County is the lead grantee and is responsible for the work of the grant (content), approval of all payments (budget), and reporting on the grant (quarterly and final reports).

Project Fiscal Sponsor Eligibility. In order for a project fiscal sponsor to receive funds on behalf of the lead grantee the project fiscal sponsor must be a 501(c)3 Nonprofit Organization. The project fiscal sponsor can be performing work on the grant project, or serving solely as a fiscal sponsor on the lead grantee's behalf.

Funds Disbursement. GPP will issue two lump sum grant award payments to the lead grantee or their designated project fiscal sponsor. The first payment will be for Year One project implementation and not to exceed \$150,000. The second payment will be for Year Two project implementation, is contingent on successful performance of Year One milestones, and will not exceed \$150,000. Prior to issuing Year Two payment, the SSCF may require a written scope update from the lead grantee to update expectations and deliverables for Year Two work. If this is required, the scope update will be drafted by the lead grantee, approved by the SSCF Program Manager, signed by GPP and the lead grantee, and added as an attachment to the original grant award letter.

Appendix 2. Grant Delay and Extension Policy

Extension Policy Purpose

Once an award has been granted to a lead applicant, obstacles can arise that stand in the way of meeting deliverable deadlines. This document describes the SSCF policy in such instances, and provides grantee guidance on how to respond, take corrective action, and request fund intervention or extensions.

Grant Delay Guidelines

SSCF grants have a lifespan of two years. Grants that are not delivered within the prescribed timeline come with a price tag for the program, in the form of 1) increased Fund Management time investment, which is deferred from new program development, and 2) the potential for reduced funder trust that lead applicants and partners can deliver strong, impactful projects in reasonable timeframes. To mitigate these costs, SSCF has created the following guidelines by situational category to help grantees understand the established process and subsequent steps that will be taken to correct delays.

Reason for Delay	Description	Impacts of Delay	Corrective Measures
Lead Grantee or Project manager lead Leaves	Turn over is expected. This means that turn over will be experienced during some grant life spans.	When a lead departs, the team can experience significant delay and the product can be jeopardized.	Departing lead grantees must contact SSCF staff and fund management as soon as possible. A transition plan will be developed on a case-by-case basis depending on factors like: funds spent to date and by whom, strength of other team members, and percent completion.
Consulting Lead Leaves	Sometimes a critical team member departs the project, leaving the team to replace them.	When a consulting partner leaves, often the work they were doing must be re-bid.	Lead grantee must contact SSCF staff and fund management immediately. Fund management will work with the grant team to fund swift and suitable replacement(s).
Consulting Partner is	In some cases, partners that look good on paper	This type of issue can jeopardize the quality	Lead grantee must notify SSCF staff early of any negative interactions with the partner

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unresponsive, or responsive in a negative manner	do not meet expectations during implementation.	of the deliverables and the effectiveness of the project as a whole.	and team. SSCF staff will speak to the partner separately to understand how the situation can be corrected or resolved.
Lead Grantee and/or Project Manager is Unresponsive	In some cases, leads applicants or project managers have capacity issues that prevent them from executing the project to the expectation of signed award.	This will directly impact that city's ability to obtain more funding.	SSCF staff will note unresponsiveness to the project leads, lead grantee and/or project manager, and this will be a point of decision: in extreme cases, GPP and SSCF staff may request a refund from that City's Finance Department or from lead applicant.
Incomplete Deliverables	At times, deliverables are turned in that are unsatisfactory or do not match the signed scope of work deliverables.	This may directly impact the ability of the lead city to obtain funding in the future, depending on the justification as to why they are incomplete.	The lead grantee must submit to SSCF staff in writing why the deliverables do not meet expectations. Based on those explanations, a corrective course of action may be developed by SSCF staff and the lead grantee.
Repeated Extension Requests	Some lead grantees request repeated extensions.	This may directly impact the ability to obtain funding in the future. No more than 2 extension requests will be entertained before a refund may be requested. Any grant extension requests must be done in writing. SSCF staff will make decisions on a case-by-case basis.	The lead grantee must submit to SSCF staff in writing why the extension is being requested. They must also submit any deliverables created to that point for evaluation of progress and merit. Based on the explanation and product, a corrective course of action may be developed by SSCF staff and the lead grantee, or a refund may be requested by GPP and SSCF to the grantee.

The SSCF team strives to work with each grantee and team to ensure success, so these guidelines ultimately stress proactive communication and responsiveness. We understand that situations change, and encourage contact early and often to work with SSCF to avert situations that cannot be corrected in a manner that still obtains strong deliverables and usefulness to the field of urban sustainability. Please contact Meg Williams Jamison, meq@southeastssdn.org, with any questions.

Grant Extension Request Guidelines

If a grant extension must be requested, please explain the following in writing:

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1. List Grant Lead and Project Team members, including consultants.
 2. Describe progress to date (attach any deliverables in their current state).
 3. Describe reason for extension request.
 4. Describe any corrective action taken to ensure the new requested deadline can be met.
 5. Suggest new deadline.

This write up will be evaluated by SSDN staff and Fund Management. A follow-up phone call may be requested to clarify portions of the request. Extensions will be provided in writing from the Fund Management to the Lead Grantee.

Appendix 3. Copy of Grant Proposal

Fulton County, Georgia – Community Resilience Hubs

Project Evolvement

Since submission of the LOI, the proposal for Community Resilience Hubs in Fulton County has evolved to address feedback concerning the community engagement and technical feasibility aspects of the project. In order to address opportunities for improvement raised by the SSCF Technical Advisory Committee, the project team consulted with several advisors in these two areas, and other partners suggested by the Committee. These advisors include: Meg Jamison, SSDN; Chandra Farley, Partnership for Southern Equity; Beth Gibbons, American Society of Adaptation Professionals; Kristen Baja, USDN; Seth Mullendore, Clean Energy Group; Geoff Oxnam, American Microgrid Solutions; and Bob Drew, Ecovie; Richard Hanson, Georgia Water Tanks. As a result, this proposal offers a clearer picture of the plan, process, and work accomplished to date for community engagement, and the proposed project reflects a more realistic and feasible technical resilience solution to implement given the local context, known best practices, and available resources.

[MJ1]

Feedback on the LOI indicated the need for increased community engagement and partnership in the site selection process, clarification of the types of facilities being considered for resilience hubs, and further thought to be given to engagement and partnership with the community once the site is established. In this proposal, we highlight the community engagement work that has been carried out to date and clearly lay out the plan for engaging and partnering with the community in the selection and implementation of a Community Resilience Hub. Through the TransFormation Alliance, Southface has previously conducted outreach in Southwest Atlanta and the city of Atlanta at large to identify resources and needs that the community desires in order to improve their ability to adapt to climate change and reduce vulnerabilities. Among other common themes, the need for resilience in the face of power outages and extreme weather situations was raised by the community. Building on this initial phase of outreach, the project team will work with the local communities around the candidate sites to determine how the implementation of a Community Resilience Hub could meet their local resilience needs. This past work and the proposed process for community engagement is described further in the following sections.

Feedback also pointed to the need to refine the technical aspects of the proposal, including the number of Community Resilience Hubs proposed to be further explored for technical feasibility and implementation, solar+storage goals, etc. Based on the feedback and conversations with technical advisors, the project team has narrowed the number of candidate sites from eight to four and will seek to implement a Hub at only one of these facilities. This revision will allow the project team to focus time and resources on establishing a single, robust resilience hub that meets all the resilience needs identified by the local community[MJ2], and that can serve as a replicable example for the SSDN network and Southeast Region. The solar+storage goals have also been updated and clarified to reflect the local context of power outages and resilience needs, as well as

recommendations provided by technical advisors. Finally, a plan for staffing the resilience hubs in a way that includes the local community and youth as trained experts is provided. Several of the technical advisors that the project team consulted have offered to serve as ongoing resources for exploring and implementing a resilience hub.

Project Design and Major Milestones

Fulton County, Georgia, the most populous county in the state (1,050,114[1]), is afforded with many assets and opportunities, such as numerous Fortune 500 company headquarters, the world's busiest airport, renowned higher education institutions and the nation's densest urban tree canopy. However, it is not without its challenges related to low household income, areas of high poverty, limited public transportation access and mobility, unsustainable land use policies and inequitable distribution of benefits and burdens.

Climate change is exacerbating these challenges and it will be necessary to proactively respond with innovative and community-supported solutions to increase adaptive capacity and reduce vulnerability. Local climate vulnerability has been identified by community members and state/national climate assessments as being the greatest due to increasing and variable temperatures, altered precipitation, flooding and extreme weather events. These are of acute concern for seniors, people with disabilities, low- and moderate-income households and communities of color as they are often under-resourced and lack services, such as access to public transportation, and community centers equipped with resilient technologies and practices for social and climate resilience (see Attachment A).

A key solution to address these challenges in the local context is the implementation of a Community Resilience Hub at a Fulton County facility (e.g., library or health center). Community Resilience Hubs serve local residents, facility staff and others during emergency situations due to extreme weather events and other stressors to the resilience of our systems in the face of climate change. These Hubs also act as beacons in under-resourced communities and communities of color to engage, connect and learn about resilient and sustainable practices and technologies so that residents and local government may gain exposure and familiarity with the economic and environmental opportunities and benefits.

The primary goal of this project is to enhance the first and second tiers of community resilience and increase adaptive capacity while reducing vulnerability to stressors created by climate change in Fulton County, GA. This goal will begin to be accomplished through the implementation of sustainable and resilient practices and technologies at one Fulton County facility as a scalable and replicable model for the region, accompanied by thorough community engagement, partnership and education around all four potential facilities. Four candidate facilities (Attachment B) have been initially selected as suitable candidates for a Community Resilience Hub based on a high-level analysis of community assets, Fulton County's portfolio of facilities, as well as past work to gather community input on climate resilience needs and assets. The high-level analysis included an examination of basic solar+storage requirements (e.g., energy use, roof suitability, building usage, etc.).

Past work to understand community climate resilience needs has been carried out since 2017 in partnership with the TransFormation Alliance and its members including Georgia STAND-UP, ECO-Action, West Atlanta Watershed Alliance, Partnership for Southern Equity, Atlanta Fire Rescue Department, and the City of Atlanta

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Mayor's Office of Equity, Diversity, Inclusion and Resilience (One Atlanta). As part of this work, Southface and partner organizations conducted community conversations, asset mapping, surveys and community based participatory research, and other outreach in Atlanta (primarily Southwest) to identify areas of concern and solutions to climate- and culture-related vulnerabilities. Among others, a common theme emerged that pointed to the need for increased resilience at the community and individual level in the face of major power outages, natural disasters, and climate-related emergency situations. Community Resilience Hubs were discussed and there was consensus that this solution would help to spur and provide the added resilience and adaptive capacity that the community needs.

The proposed project includes two primary tasks, both founded in significant community engagement. The first is selection of one site out of the four candidate facilities and the second is implementation of a Community Resilience Hub at that site. The community's voice and assets will directly inform site selection and then guide the implementation of the Hub.

The site selection process will involve a combination of both techno-economic analyses of the feasibility of each facility for solar+storage and other resilient technologies, as well as community engagement with local residents about how the proposed Community Resilience Hub could meet their needs and build on existing assets. Supported by technical advisors that bring expertise in solar, battery storage, rainwater harvesting, and other resilient technologies and practices, the project team would examine each facility's ability to physically support a resilience hub. This analysis will also inform decisions about how much of the critical load of the buildings will be supported and for what duration.

The project team and community partners will conduct multiple community engagement and visioning sessions at each of the four facilities to better understand specific resilience and sustainability needs, existing assets, resources and partnerships, priority solutions for enhanced resilience, and provide educational information to facility staff, local organizations and businesses, visitors and other residents about resiliency. Currently, multiple neighborhood associations and community-based organizations use and connect often with candidate sites, including Capitol View, Capitol View Manor, Adair Park, Sylvan Hills, and Pittsburgh neighborhood associations, as well as Neighborhood Planning Unit-X (NPU). We will also discuss the potential implementation and implications of establishing a Hub and gather input and feedback about the desire to move forward with implementation. Further, community and facility staff input will inform which areas and operations of the facility will be operable during times of Hub activation in emergency situations. The project team has included funds in the budget for meals, materials, and staff time for multiple, in-depth community conversations at each of the candidate sites over both years of the grant period. Funds are also budgeted for personal resilience kits, 25 at each of the candidate sites, that will include items useful in power outage and emergency situations for community members. These kits could include items such as batteries, solar chargers, first aid kit, water, food, resilience hub guide, etc.]

These two processes (feasibility analysis and community engagement) will take place simultaneously during year one of the grant period. Fulton County and Southface will work in tandem to coordinate the building assessment and analysis with technical experts, as well as to gather community input on the proposed project. The sessions would serve not only to inform site selection and implementation but also to educate communities

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local to the four facilities about resilient and sustainable technologies and practices that can be used at home to enhance first tier resiliency. The existing partnerships with community-based organizations at each of the four facilities will be leveraged to spread awareness about the community engagement and visioning sessions, and potential resilience hub implementation. Southface brings a host of relationships with local the aforementioned as well as new community organizations and government partners such as the Atlanta Regional Commission, BeltLine Network, Atlanta BeltLine Inc., MARTA, Historic Westside Gardens, Atlanta Neighborhood Planning Units, additional Neighborhood Associations, Atlanta Public Schools, Department of Parks and Recreation/Department of Watershed Management, with years of community engagement/partnership experience that will bolster this process.

As a result of thorough community engagement, in-depth building, solar+storage and rainwater harvesting assessments, and coordination with relevant Fulton County Departments, one of the candidate sites will implement technologies and robust practices/operations to become a Community Resilience Hub. The Hub would be retrofitted with technologies, equipment, and resiliency supplies identified by the community and technical advisors as necessary and desirable, such as solar+storage, rainwater harvesting/treatment, local food supply, refrigeration, equipment charging, communications, medical supplies, etc. The project team plans to procure solar through a Solar Energy Procurement Agreement (SEPA) with a solar developer. This financing scenario would require no grant funds to procure the solar and Fulton County is currently actively pursuing a SEPA with a reputable Atlanta-based solar developer. Facility staff and a designated Intern, hired from the community, will be charged with the operation of the Hub and ongoing education and outreach to the facilities users and broader community. The implementation of the Hub would take place in year two of the grant period. If the process of exploring and implementing the Hub leads to the conclusion that a second Community Resilience Hub is possible with the resources available and community buy-in, the project team will pursue that possibility. Fulton County and the Manager of Energy and Sustainability, Kenneth Darisaw, and Southface Senior Project Manager of Community Impact, Alex Trachtenberg, will lead the project in close partnership to accomplish the project goals and milestones.

Over the two-year project period we plan to have installed a solar energy system and complementary battery storage at one facility to support critical loads and resilient power for up to 24 hours, mitigating greenhouse gases and climate impacts through a reduction in fossil fuel combustion. The duration of 24 hours has been initially chosen for the Hub based on historical data about typical power outages in the area and the feasibility of implementing a larger duration of resilience with available resources. Data from the US Energy Information Association (EIA) indicates that Georgia Power customers experience power outages lasting approximately five hours. If further analysis shows that additional capacity is possible and cost-feasible, the project team will attempt to maximize the duration of resilience (i.e., supporting the critical loads up to 72 hours). The implementation of solar+storage will provide the added community benefit of County residents access and exposure to renewable and resilient energy sources that did not previously exist. We also plan to install rainwater harvesting and treatment systems at the facility, supplying water for indoor and outdoor use for at least 24 hours, while also reducing stormwater and urban flooding in the community.

At the end of the project period, we will have engaged and educated hundreds of diverse community members through numerous community engagement and visioning sessions at four facilities, increasing their adaptive

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capacity and reducing vulnerability, and alleviating energy/water burden, freeing up valuable resources for other needs. Session attendees will also be able to observe the design and installation of resilient technologies and learn about additional training opportunities in the clean energy and regenerative economy. The communities and populations surrounding the selected sites who are mostly low-income, under-resourced, communities of color and are not typically exposed to these types of practices and technologies will learn about how to utilize them in their homes and communities in order to be more sustainable, resilient and live with greater affordability. The social cohesion and connections between community members, organizations as well as government will be enhanced as a support system for greater community resiliency .

The project team will also work with the necessary Fulton County Departments to advance Community Resilience Hubs as part of their design, construction and operations guidelines for all applicable facilities. Community Resilience Hubs can be replicated and integrated across Fulton County government operations and design and construction of their facilities, as well as other local governments in the region. The climate vulnerabilities described above are not exclusive to Fulton County or Georgia; these are challenges that are and will continue to be experienced across the Southeast region. The South will be the hardest hit by climate change[2], experiencing serious economic and health loss, and exacerbating inequality. Every community across the region will benefit from the implementation of Community Resilience Hubs as a measure to promote greater resilience, preparedness and regeneration from a shock or stress to the system. The Hubs also promote economic opportunities to engage in the growing clean energy and sustainability sectors. Every community across the region has public and/or community facilities which could be improved as Community Resilience Hubs with community engagement and education, and the implementation of sustainable and resilient practices and technologies. The project team is prepared to serve as an example and resource to the SSDN, its members, and other municipalities in the Southeast about the process of exploring, proposing, and implementing a robust resilience hub in the region.

Impact on Community Sustainability

Given the increasing intensity of weather due to climate change, measures that improve the ability of a community to recover from such changes will enhance its adaptive capacity and resilience. Further, extreme storms that cause power loss, flooding, mobility obstructions, and other issues will continue to disproportionately impact communities that have additional, non-climate vulnerabilities. In Fulton County, and especially in the communities surrounding the candidate sites, these non-climate stressors can include emissions proximity, lack of access to healthy food and public transportation, and sparse affordable and quality housing. Climate change interacts with these non-climate stressors by worsening asthma due to poor air quality; particulate matter concentration and mold due to water intrusion; heat-related illness due to temperature increase and lack of access to air conditioning; and inhibiting transportation access due to flooding. When these stressors combine, the burdens placed on low-income communities and communities of color can be devastating. For example, a heavy rain event that causes minimal flooding and a power outage can impact in-home medical devices and disrupt a family's ability to seek healthcare or work.

Community Resilience Hubs aim to alleviate the burden placed on communities during and after extreme weather events, and in doing so enhances the adaptive capacity of the community and its residents. In the face of increasing temperatures, precipitation variability, and extreme weather events, resilience hubs provide the

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two-fold benefit of 1) second-tier resilience as a space for residents to find safety, power, and shelter; and 2) first-tier of resilience by educating residents on strategies and technologies that can be used in their own homes to be more resilient to stressors like power outages and flooding. Resilient technologies that will be employed at the facilities, such as solar+storage and rainwater capture, ensure that they can continue to operate during power outages and other times of need. Community engagement and education will aim to inform both regular visitors and individuals seeking refuge before, during and after extreme weather events.

Community Partnership and Partner Roles

The candidate facilities chosen by the initial high-level analysis are owned and operated by Fulton County and each serves their surrounding communities. These are community-facing facilities that are generally well-known in their local context and are often centrally located at nodes of transit, public amenities, and community. The candidate facilities are made up of two libraries and two health centers in Fulton County (Attachment B). The four candidate facilities each have existing relationships with community-based organizations that they partner with on a variety of initiatives, programs, and services. These organizations include multiple neighborhood associations, Neighborhood Planning Units, and community-based organizations referenced in the previous section. The project team will work with the facilities to leverage these existing relationships to gather community input and voice during the community engagement process of the project.

Fulton County and Southface will work in close partnership on the following activities and tasks: general project management; community outreach, engagement, partnerships, and education; building feasibility analysis and study; resilient technology design and implementation; government staff training and education; and related communications and peer learning.

Southface and the TransFormation Alliance (TFA) also serve as community partners. Southface is a 501(c)(3) nonprofit established in 1978 and based in Atlanta, GA and Fulton County. Southface has been working in Fulton County and with community partners for the past 41 years to promote sustainable homes, workplaces and communities through education, research, advocacy and technical assistance. During this time Southface has hosted hundreds of trainings and community meetings across the county and the state, engaging thousands of people on sustainability and resiliency. Southface believes in cross-sector collaboration and partnering with diverse groups of people to create sustainable and resilient communities. We meet people where they are and show up when invited by on-the-ground community partners to co-design community-based solutions to enhance sustainability and resiliency.

These are some recent examples of Southface's community partnership work on the southside of Atlanta and Fulton County. Southface is the Climate Champion for the TFA and has led a climate resilience focused community engagement and partnership process. Dozens of stakeholders, community leaders and members in the city of Atlanta and Fulton County have participated in numerous events to learn together and share educational information, and identify assets and adaptation strategies to enhance community resilience. Community members speak to the need for resilience hubs, renewable energy development, education/training and economic opportunity. Southface and Energy Efficiency for All Georgia Coalition

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members such as Georgia Watch and the Partnership for Southern Equity's Just Energy Circle and its members also convene Energy-Equity Forums across metro Atlanta and Georgia to inform communities on the energy system, regulatory environment, cost-effective energy efficiency measures, the clean energy economy and opportunities to act. Additionally, as a result of community engagement and partnership on climate and cultural resilience in Southwest Atlanta, Southface has created a green infrastructure workforce development and implementation program called Atlanta CREW. This program is training more than 60 people on how to install and maintain green infrastructure and implements projects in the local watershed with hands-on training, providing an added community benefit of improved stormwater management. Southface strongly believes that solutions to our most pressing challenge, climate change, will not only require robust and scientifically based technical research and expertise, but also authentic partnerships with communities on the ground so that the solutions are truly sustainable. Southface and Fulton County have worked closely together and collaborated on every step of the Community Resilience Hubs project development.

Equity and Inclusiveness

The projects priority stakeholders are the populations surrounding the four candidate Community Resilience Hubs sites. When compared to Fulton County at large, these areas have a higher percentage of poverty, lower median income, higher percentage of people of color, greater percentage without a vehicle, higher energy burden and more than half a mile from the nearest public transit station (see Attachment A). These areas and groups have been selected due to their high level of climate vulnerability and limited adaptive capacity as a result of limited income and economic opportunity, underinvestment in their communities, limited public resources and services, racially discriminatory policies and inequitable distribution of resources. These communities stand to benefit the most from a more sustainable and resilient community and economy, and they have traditionally been the most burdened by social and environmental conditions and injustices. These are communities without an alternate place to go in times of emergency, such as a Hub, or to learn about the opportunities for advancement in the sustainable economy.

Community engagement and visioning sessions will be hosted to accomplish a number of goals: 1) educate local residents and facility staff about resilient technologies and practices that can be implemented in their homes and businesses; 2) gather the community's input on the possibility of a Community Resilience Hub at their facility; and 3) gather the community's input on what features would be most important for resilience. These sessions will directly inform which site is selected for implementation of the Community Resilience Hub. Southface has robust experience convening these types of forums and will work with local community-based organizations referenced above and others to maximize participation and connection with residents. Multiple sessions will be held at each of the candidate facilities in the community engagement process of year one to educate and inform site selection. As the project progresses to implementation in year two, community engagement will shift to continued education about the technologies and practices being installed at the selected site. This engagement will continue not only for the selected site, but with the other three sites as well, ensuring that all residents initially engaged are included in ongoing education about how to be more resilient at home and how to get involved in the industries related to resilient technologies. [MJ5]

We plan to connect interested and capable members from these and surrounding communities with contractors for on the job training with solar+storage, rainwater harvesting, etc. Further, an intern [MJ6] will be hired from

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the local community to help operate the Hub with Fulton County staff and will be tasked with engaging youth and other community members through affinity or support groups such as a “Resilience Hub Club”. We also plan to customize an educational component around each of the candidate Hubs that directly relates to the profile of the regular visitors and surrounding communities. [M17] The patrons and facility visitors can also learn about all the components of the Community Resilience Hub and their significance. This information can help them in developing resilience practices in their own lives and homes. Information will be provided on how to pursue a career or education related to energy, sustainability and/or community development.

Innovation

If established, the Hubs would represent the first resilience hubs in the state to incorporate solar+storage. Currently, there are no designated community emergency centers or resilience hubs in Fulton County and there are only three cooling/warming centers in the city of Atlanta[3], creating a high level of vulnerability to climate shocks and stressors. As an adaptation strategy to the impacts of climate change, resilience hubs that are located at local government and community facilities are understood to be effective at improving the resilience, cohesiveness, and equity of communities. However, their adoption and application in Georgia and the Southeast, especially in low-income communities and communities of color, has yet to be realized. Resilience hubs present unique opportunities to leverage well-known and established centers of community activity to provide community members with both the resources they need to recover from major climate events and the education to improve their personal resilience in preparation for future disasters and events. Taking advantage of the location and public awareness of these facilities, the Hubs would provide new strategies that residents can add to their toolkit for adapting to the impacts of climate change.

The community engagement and resilience education components of this project represent an innovative method for increasing public awareness and knowledge about strategies for personal and community resilience related to the changing climate. Not only will the resilience hubs serve as centers for safety and recovery after major climate events, but they will also provide residents and regular visitors with the opportunity to learn about resilient technologies and practices that can be used in their homes and communities.

Further, Fulton County will update their sustainable building policies to reflect a minimum level of resilient technologies and strategies for future construction and renovation of their facilities. Building on the current sustainable building policies that include requirements for green building certifications, the County will use lessons learned from the implementation of resilience hubs to form the basis of these policies. Community resilience hubs have the potential to be replicated at the local and regional level across Georgia and throughout the Southeast. Not only could Fulton County expand their resilience efforts to other facilities within their portfolio, but they could also serve as an example for other municipalities at the city, county, and regional level. The facilities selected as potential candidates to be resilience hubs are typical municipal facilities and are common throughout the state and Southeast. Further, the stressors and burdens faced by residents of Fulton County and Atlanta are a common experience of similar communities in the Southeast. Fulton County will produce a set of best practices and lessons learned case study from the implementation of the resilience hubs that could serve as a guide for other implementation efforts.

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As a result of this work, Fulton County and Southface would be able to serve as a valuable resource to SSDN, its members, and other municipalities in the Southeast on the establishment of resilience hubs. Through this process of proposing Community Resilience Hubs in Fulton County, the project team learned numerous valuable lessons, specific to this region and climate context, that would be directly applicable to similar teams and projects. It is expected that this learning will continue into the implementation phase of this project, and that experience could be key for the equitable advancement of resilience hubs and climate resilience in the Southeast.

Local Government Commitment

Fulton County has signaled their commitment to sustainability and equity through the unanimous passing of its first sustainability plan. The primary objectives of the plan include reducing the aggregate energy and water consumption of county facilities by 20% by 2025, improving air quality, and empowering employees and residents through education. This plan sets priority areas that the county feels are integral to achieving these objectives and maintaining sustainability in a rapidly changing environment: Climate Change Mitigation; Social Equity & Smart Transit; High-Performance Infrastructure; Education, Outreach, and Green Jobs Training/Placement; Fostering Partnerships; and Budgetary Appropriation.

Climate Change Mitigation involves driving efficient energy use, while identifying and implementing renewable energy opportunities. Addressing Social Equity & Smart Transit will encourage clean energy transportation and advance community efforts promoting self-sufficiency through resident engagement. The High-Performance County Infrastructure priority area will improve recycling and waste diversion efforts while utilizing building automation systems to improve maintenance strategies, along with continuously improving water quality initiatives and efficiency. Fostering Partnerships with our cities, organizations and businesses will support environmental justice and support sustainable practices in Fulton County. Identifying products, grants and programs designed to promote sustainability and driving utility cost savings through efficiency will support Budgetary Appropriation. Fulton County's Sustainability Plan also lists major tasks to be accomplished by 2025 and later demonstrates that each task often influences and is influenced by multiple priority areas. The Community Resilience Hub project that we are proposing supports all of the plan's priority areas and would also reiterate Fulton County's commitment to environmental justice and the preservation of natural resources.

Implementation of a Community Resilience Hub would be supported by facility staff and an Intern hired from the community. Fulton County, in partnership with Southface and technical advisors, would provide any necessary training and support to these positions to ensure appropriate operation of the Hub.

Success Metrics

Success for this project is defined as the improved resilience and adaptive capacity of individuals and communities with access to and in the local areas surrounding of the selected Community Resilience Hub. Progress towards this outcome will be indicated by metrics relating to the establishment and use of the resilience hubs, community resilience characteristics and perceptions, and impact on other resilience policies and projects. These metrics include the following:

Establishment and Use of Community Resilience Hubs

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- Number and duration of events requiring use of Community Resilience Hub
 - Number of regular visitors and visitors during major climate events
 - Amount of electricity (kWh) produced, stored, and used before, during and after major climate events
 - Amount of greenhouse gas emissions (tons) avoided by sustainable and resilient technologies
 - Amount of water (gal) captured and reused
 - Number and attendance of Community Education and Visioning sessions

Community Characteristics and Perceptions

- Demographics of visitors during and after major climate events
- Adaptive capacity and vulnerability reduction
- Visitor and community perceptions of resilience after major climate events

Impact on Resilience Policies and Programs

- Integration of resilience hub practices into Fulton County sustainable building ordinance
- Fulton County and Southface used as a resource for other similar efforts in the Southeast

Measurement and data collection for these metrics will be coordinated by the facility staff and intern. Protocol will be established by the project team for recording data surrounding events that require use of the resilience hub in such a way that does not hinder the staffs' ability to provide resilience services to the community. We also plan to share data and metrics on the Community Resilience Hub publicly through a web dashboard.

Challenges

Successful establishment of a Community Resilience Hub is dependent on factors that will take shape during the site selection and implementation phase of the project. Community buy-in is a key component of a Hub that truly serves and meets the needs of the surrounding residents. For this reason, emphasis will be placed on the first phase of the project to ensure that the community is informed and knowledgeable about resilience, has had adequate opportunity to provide and has provided input on the proposed Hub, and continues to support the implementation of this project. Further, the comprehensive techno-economic analysis and structural analysis could reveal technical barriers to implementing some of the resilient technologies at the candidate sites. The project team has carried out an initial analysis of the candidate facilities with technical advisors and feels comfortable about the suitability of each site for a resilience hub, but this could be a potential challenge.

The project team has experienced some challenges in finding comparable examples of resilience hubs to guide the design of this project due to the lack of resilience hubs in the Southeast. This will be a challenge in the implementation phase as we are in relatively uncharted waters, particularly in the local context. However, with the guidance from technical advisors and learning from examples in other regions, Fulton County and Southface hope to provide the Southeast with a promising example of a Community Resilience Hub that can be replicated throughout the region.

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- [1] <https://www.census.gov/quickfacts/fact/table/fultoncountygeorgia,fultoncitymissouri,GA/PST045218>
 - [2] <https://www.nytimes.com/interactive/2017/06/29/climate/southern-states-worse-climate-effects.html>
 - [3] <https://www.atl311.com/wp-content/uploads/2015/06/City-of-Atlanta-Cooling-Centers.pdf>

EXHIBIT B
SCOPE OF WORK

SCOPE OF WORK

The Contractor shall perform the following tasks required for this Scope of Work as described below:

1. Serve as the fiscal agent and recipient of grant funding on behalf of the County to manage project financials, budgets, invoicing, purchasing, subcontracting, payments, and related grant reporting in coordination and with approval from the County. The Contractor shall prepare procurement solicitations, complete subcontractor proposal evaluations and selections, and execute subcontract agreements as necessary to complete the Scope of Work on behalf of the County and with the County's review and written approval.
2. Select via a competitive process and subcontract with professionally licensed and qualified design and engineering subcontractors and construction subcontractors to complete the final design drawings, permits, and initiate the construction installations of the battery energy storage system connected to the installed solar array, and rainwater harvesting system at Metropolitan Branch Library. Purchase the necessary supplies and equipment from qualified vendors as specified in professional designs, specifications, and drawings by licensed architects, engineers, and subcontractors.
3. Develop the facility operations manual and procedures for the Metropolitan Library Resilience Hub programming and services, communications, power systems, and building and landscape during every day, disruption, and recovery operations modes.
4. Support the grant reporting requirements of quarterly, annual, and final reports, attend grantee cohort meetings facilitated by SSDN, and participate in storytelling/communications activities with SSDN.

EXHIBIT C
COMPENSATION

COMPENSATION

County agrees to compensate Contractor for all services performed under this Agreement and per the executed SSDN grant agreement, in an amount not to exceed \$300,000.00 (Three Hundred Thousand Dollars and No Cents). The detailed costs are provided below:

1. Personnel expenses: project management, fiscal agency, purchasing, subcontracting, operations manual and procedures, communications, and grant reporting.
 - a. Hourly rate = \$75
 - b. Total hours = 240
 - c. Total expense = \$18,000

2. Non-personnel expenses: subcontract agreement for battery energy storage system design and engineering development management services, subcontract for the construction and installation of the rainwater harvesting system, and subcontract for the construction and installation of the battery energy storage system.
 - a. Subcontract for battery energy storage system development management services = \$19,500
 - b. Subcontract for construction and installation of battery energy storage system = \$162,400
 - c. Subcontract for construction and installation of rainwater harvesting system = \$25,000

3. Total expenses: personnel and non-personnel
 - a. Total personnel = \$18,000
 - b. Total non-personnel = \$206,900
 - c. Total expense = \$224,900

EXHIBIT D
CERTIFICATE OF INSURANCE

EXHIBIT E

GEORGIA SECURITY AND IMMIGRATION CONTRACTOR

AFFIDAVIT AND AGREEMENT

STATE OF GEORGIA
COUNTY OF FULTON

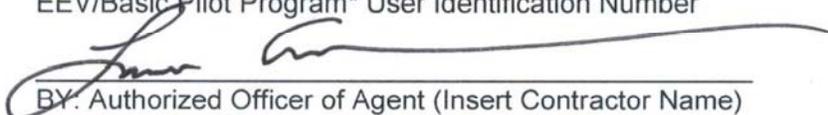
FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND
AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **Southface Energy Institute, Inc.**, on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

96046

EEV/Basic Pilot Program* User Identification Number


BY: Authorized Officer of Agent (Insert Contractor Name)

Vice President, Southface Institute

Title of Authorized Officer or Agent of Contractor

Laura Case

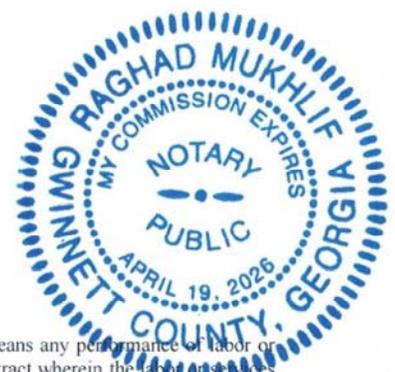
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 25 day of July, 2022

Notary Public: Raghad mukhlif, pr

County: DeKalb

Commission Expires: 04/19/2026



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0514

Meeting Date: 8/3/2022

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 3,601 square feet to Fulton County, a political subdivision of the State of Georgia, from Richard and Karen Wise, individuals, for the purpose of constructing the Wards Crossing Project at 325 Johns Landing Court, Johns Creek, Georgia 30022.

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 Wards Crossing Project, a residential development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system prior to the issuance of a Land Disturbance Permit. The easement area to be conveyed to the County consists of 3,601 square feet and located in Land Lots 245 and 259 of the 1st District, 1st Section of Fulton County, Georgia.

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

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.

[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 : Wards Crossing
Tax Parcel Identification No.: 11 069102440254
Land Disturbance Permit No.: 22-020WR
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**SEWER EASEMENT
(Individual Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 8th day of June, 2022, between Richard H. & Karen A. Wise of said state and county, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part (hereinafter referred to as Grantee).

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor(s) has (have) granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to **FULTON COUNTY** and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 244 & 259, _____ Section (*if applicable*) of District 1, Fulton County, Georgia, and more particularly described as follows: To wit:

Wards Crossing
Project Name

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

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a sewer line through my property according to the location and size of said

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

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

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

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

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

Signed, sealed and delivered this 8
day of JUNE, 20 22
in the presence of:

[Signature]
Witness

By:

[Signature] (L.S.)

[Signature]
Notary Public

Print Name:

Richard Wise (L.S.)

[NOTARIAL SEAL]

Signed, sealed and delivered this 8
day of JUNE, 20 22
in the presence of:

[Signature]
Witness

By:

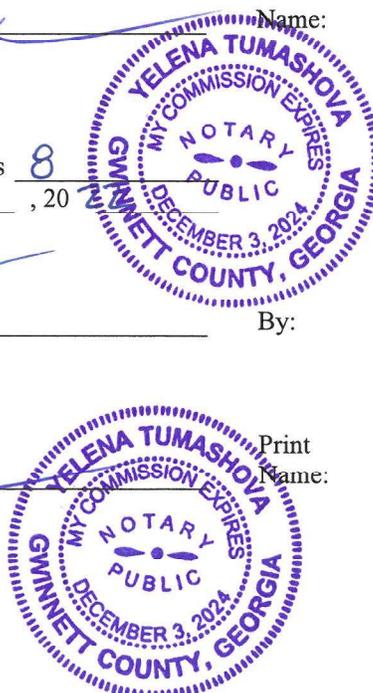
[Signature] (L.S.)

[Signature]
Notary Public

Print Name:

Karen Wise (L.S.)

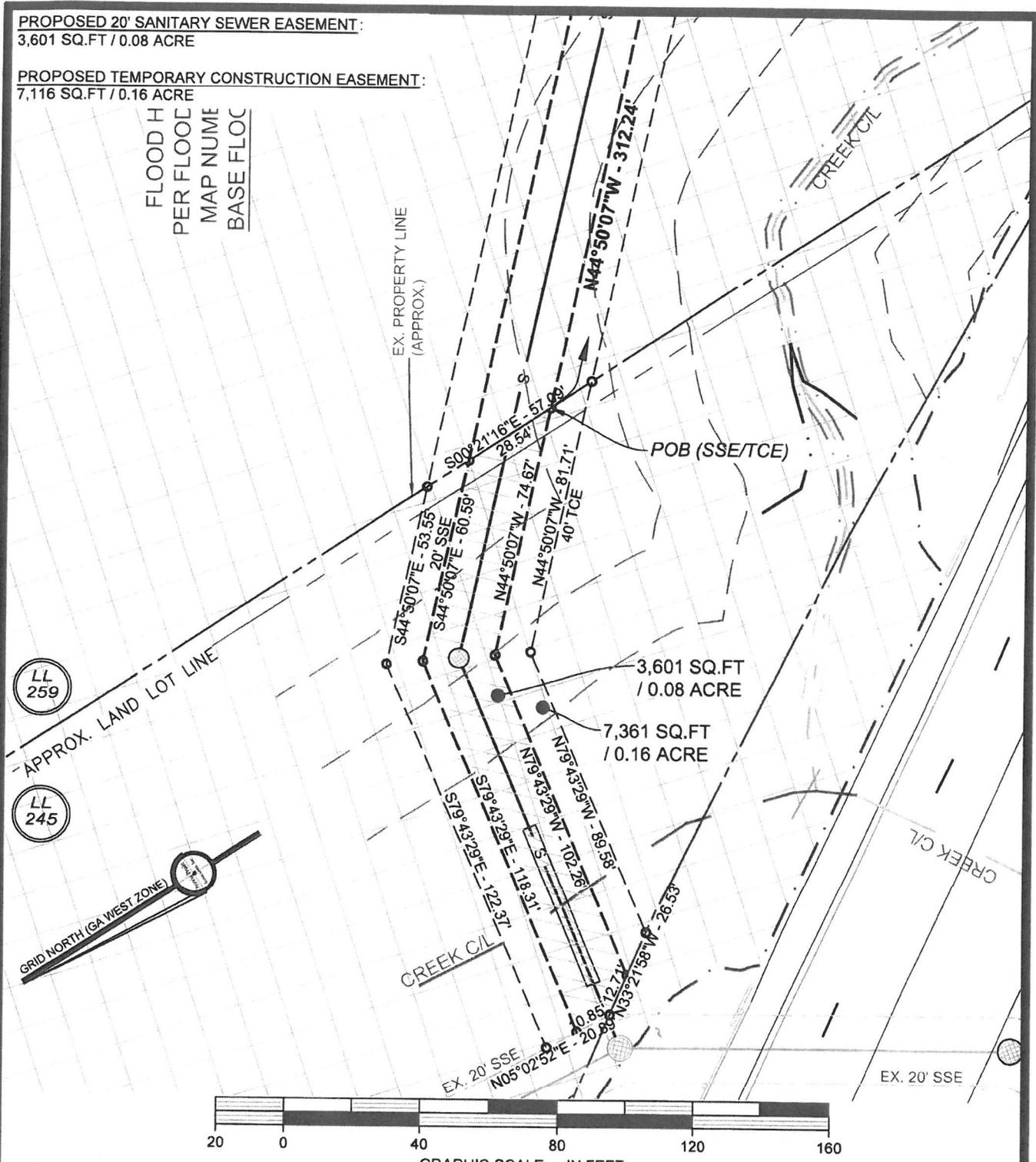
[NOTARIAL SEAL]



PROPOSED 20' SANITARY SEWER EASEMENT:
 3,601 SQ.FT / 0.08 ACRE

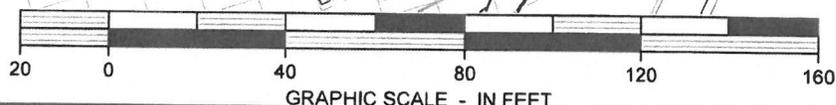
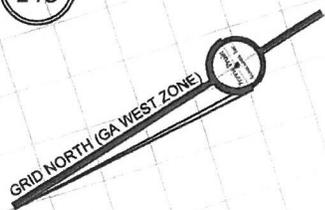
PROPOSED TEMPORARY CONSTRUCTION EASEMENT:
 7,116 SQ.FT / 0.16 ACRE

FLOOD H
 PER FLOOR
 MAP NUME
 BASE FLOC



LL
 259

LL
 245



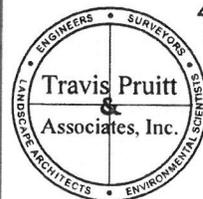
GRAPHIC SCALE - IN FEET

Sanitary Sewer Easement Exhibit For

Richard H. & Karen A. Wise

STATE BRIDGE ROAD

LAND LOT 245 & 259 - 1ST DISTRICT
 CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA



4317 Park Drive, Suite 400
 Norcross, Georgia 30093
 Phone: (770)416-7511
 Fax: (770)416-6759
 www.travispruitt.com

Certificate of

DATE: 07/08/2021
FIELD DATE:
SCALE: 1"=40'
JN: 180174
FN:
DRAWN BY: KK
Sheet No.: 1 of 1

W:\2018\180174\Engineering\CAD\Engineering\180174PN.dwg, 3 SSE EXHIBIT, jmerder, Oct. 14, 21-8:59:06 AM, 1:200

**DESCRIPTION OF 20' SANITARY SEWER EASEMENT FOR RICHARD H. & KAREN
A. WISE**

All that tract or parcel of land lying and being in Land Lot 245 of the 1st District, City of Johns Creek, Fulton County, Georgia and being more particularly described as follows:

To find the **POINT OF BEGINNING**, commence at a brass disk Fulton County GPS Monument #F343 and proceeding along a tie-line North 28 degrees 33 minutes 32 seconds West 3304.02 feet to a ½" rebar found on the northeasterly right-of-way of State Bridge Road (variable right-of-way); THENCE along said right-of-way a curve to the right having a radius of 1075.54 feet and a length of 125.27 feet, said curve having a chord bearing of North 53 degrees 06 minutes 28 seconds West and a chord distance of 125.20 feet to a point; THENCE North 40 degrees 13 minutes 47 seconds East a distance of 24.00 feet to a point; THENCE North 49 degrees 01 minutes 13 seconds West a distance of 27.51 feet to a point; THENCE South 41 degrees 43 minutes 47 seconds West a distance of 24.00 feet to a point; THENCE along a curve to the right having a radius of 1092.13 feet and a length of 122.98 feet, said curve having a chord bearing of North 44 degrees 59 minutes 34 seconds West and a chord distance of 122.92 feet to a point; THENCE leaving said right-of-way along the property line North 17 degrees 26 minutes 56 seconds East a distance of 241.21 feet to a point; THENCE leaving said property line North 46 degrees 13 minutes 01 seconds West a distance of 75.83 feet to a point; THENCE North 44 degrees 50 minutes 07 seconds West a distance of 312.24 feet to a point; said point being the **TRUE POINT OF BEGINNING**.

THENCE from said **TRUE POINT OF BEGINNING** North 44 degrees 50 minutes 07 seconds West a distance of 74.67 feet to a point; THENCE North 79 degrees 43 minutes 29 seconds West a distance of 102.26 feet to a point; THENCE North 33 degrees 21 minutes 58 seconds West a distance of 12.71 feet to a point; THENCE North 05 degrees 02 minutes 52 seconds East a distance of 10.85 feet to a point; THENCE South 79 degrees 43 minutes 29 seconds East a distance of 118.31 feet to a point; THENCE South 44 degrees 50 minutes 07 seconds East a distance of 60.59 feet to a point; THENCE South 00 degrees 21 minutes 16 seconds East a distance of 28.54 feet to a point; said point being the **TRUE POINT OF BEGINNING**.

Said tract contains 3,601 square feet or 0.08 acre.

**DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT FOR RICHARD H.
& KAREN A. WISE**

All that tract or parcel of land lying and being in Land Lot 245 of the 1st District, City of Johns Creek, Fulton County, Georgia and being more particularly described as follows:

To find the **POINT OF BEGINNING**, commence at a brass disk Fulton County GPS Monument #F343 and proceeding along a tie-line North 28 degrees 33 minutes 32 seconds West 3304.02 feet to a ½" rebar found on the northeasterly right-of-way of State Bridge Road (variable right-of-way); THENCE along said right-of-way a curve to the right having a radius of 1075.54 feet and a length of 125.27 feet, said curve having a chord bearing of North 53 degrees 06 minutes 28 seconds West and a chord distance of 125.20 feet to a point; THENCE North 40 degrees 13 minutes 47 seconds East a distance of 24.00 feet to a point; THENCE North 49 degrees 01 minutes 13 seconds West a distance of 27.51 feet to a point; THENCE South 41 degrees 43 minutes 47 seconds West a distance of 24.00 feet to a point; THENCE along a curve to the right having a radius of 1092.13 feet and a length of 122.98 feet, said curve having a chord bearing of North 44 degrees 59 minutes 34 seconds West and a chord distance of 122.92 feet to a point; THENCE leaving said right-of-way along the property line North 17 degrees 26 minutes 56 seconds East a distance of 241.21 feet to a point; THENCE leaving said property line North 46 degrees 13 minutes 01 seconds West a distance of 75.83 feet to a point; THENCE North 44 degrees 50 minutes 07 seconds West a distance of 312.24 feet to a point; said point being the **TRUE POINT OF BEGINNING**.

THENCE from said **TRUE POINT OF BEGINNING** South 00 degrees 21 minutes 16 seconds East a distance of 14.27 feet to a point; THENCE North 44 degrees 50 minutes 07 seconds West a distance of 81.71 feet to a point; THENCE North 79 degrees 43 minutes 29 seconds West a distance of 89.58 feet to a point; THENCE North 33 degrees 21 minutes 58 seconds West a distance of 26.53 feet to a point; THENCE North 05 degrees 02 minutes 52 seconds East a distance of 20.89 feet to a point; THENCE South 79 degrees 43 minutes 29 seconds East a distance of 122.37 feet to a point; THENCE South 44 degrees 50 minutes 07 seconds East a distance of 53.55 feet to a point; THENCE South 00 degrees 21 minutes 16 seconds East a distance of 42.82 feet to a point; said point being the **TRUE POINT OF BEGINNING**.

Said tract contains 7,116 square feet or 0.16 acre.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0515

Meeting Date: 8/3/2022

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 6,035 square feet to Fulton County, a political subdivision of the State of Georgia, from South Puckett, LLC, for the purpose of constructing the Findley Road Project at 0 Findley Road, Johns Creek, Georgia 30097.

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 Findley Road Project, a residential development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system prior to the issuance of a Land Disturbance Permit. The easement area to be conveyed to the County consists of 6,035 square feet and located in Land Lot 355 of the 1st District, 1st Section of Fulton County, Georgia.

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

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.

[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 : FINDLEY RD
Tax Parcel Identification No.: 11098003530277
Land Disturbance Permit No.: 20-067WR
Zoning/Special Use Permit No.: -
(if applicable)

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

**SEWER EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 19 day of JULY, 2022, between SOUTH PUCKETT 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) 355 of the 1st District, 2nd Section (if applicable) of Fulton County, Georgia, and more particularly described as follows: To wit:

FINDLEY RD
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 day of July, 19, 2022 in the presence of:

[Signature]
Witness

[Signature]
Notary Public



GRANTOR: SOUTH PUCKETT LLC
CORPORATE NAME

By: [Signature]
Print Name: JORDAN TENCH
Title: MANAGER

By: _____
Print Name: _____
Title: _____

[CORPORATE SEAL]

20027

Findley Road

Sanitary Sewer Easement Legal Description

All that tract or parcel of land lying in land lot 355 of the 1st District, 1st Section of the City of Johns Creek of Fulton County, Georgia, and being more particularly described as follows:

TO REACH THE TRUE POINT OF BEGINNING, COMMENCE at a 3/8" rebar found in concrete at the Land Lot Corner common to land lots 349, 350, 355, and 356; Thence along the land lot line common to land lots 350 and 355, North 00 Degrees 04 Minutes 13 Seconds East a distance of 628.84 feet to a point; Thence South 80 Degrees 12 Minutes 27 Seconds East a distance of 163.36 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED,

Thence South 80 Degrees 12 Minutes 27 Seconds East a distance of 6.83 feet to a point;
Thence South 39 Degrees 12 Minutes 03 Seconds East a distance of 218.74 feet to a point;
Thence South 00 Degrees 11 Minutes 20 Seconds West a distance of 191.29 feet to a point;
Thence North 89 Degrees 48 Minutes 40 Seconds West a distance of 20.00 feet to a point;
Thence North 00 Degrees 11 Minutes 20 Seconds East a distance of 200.86 feet to a point;
Thence North 39 Degrees 34 Minutes 13 Seconds West a distance of 199.00 feet to a point;
Thence North 12 Degrees 57 Minutes 46 Seconds East a distance of 7.83 feet to a point,
said point being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land containing 6,035 Square Feet, 0.139 Acres.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0516

Meeting Date: 8/3/2022

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 7,861 square feet to Fulton County, a political subdivision of the State of Georgia, from Medlock Bridge Homeowners Association, Inc., for the purpose of constructing the Wards Crossing Project at 0 State Bridge Road, Johns Creek, Georgia 30022.

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 Wards Crossing Project, a residential development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system prior to the issuance of a Land Disturbance Permit. The easement area to be conveyed to the County consists of 7,861 square feet

and located in Land Lot 259 of the 1st District 1st Section of Fulton County, Georgia.

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

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.

[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 : Wards Crossing
Tax Parcel Identification No.: 11 070002590206
Land Disturbance Permit No.: 22-020WR
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 23rd day of June, 2022, between Medlock Bridge Homeowners' Association, 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.

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) 259 of the District, 1 Section (if applicable) of Fulton County, Georgia, and more particularly described as follows: To wit:

Wards Crossing

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 23
day of JUNE 20 22
in the presence of:

Cherrille Little
Witness

Susan S Kelley
Notary Public

GRANTOR: Medlock Bridge Homeowners' Association, Inc.

By: [Signature]
Print Name: PATRICIA ANNE HARRIMAN
Title: MBHOA BOARD V.P.

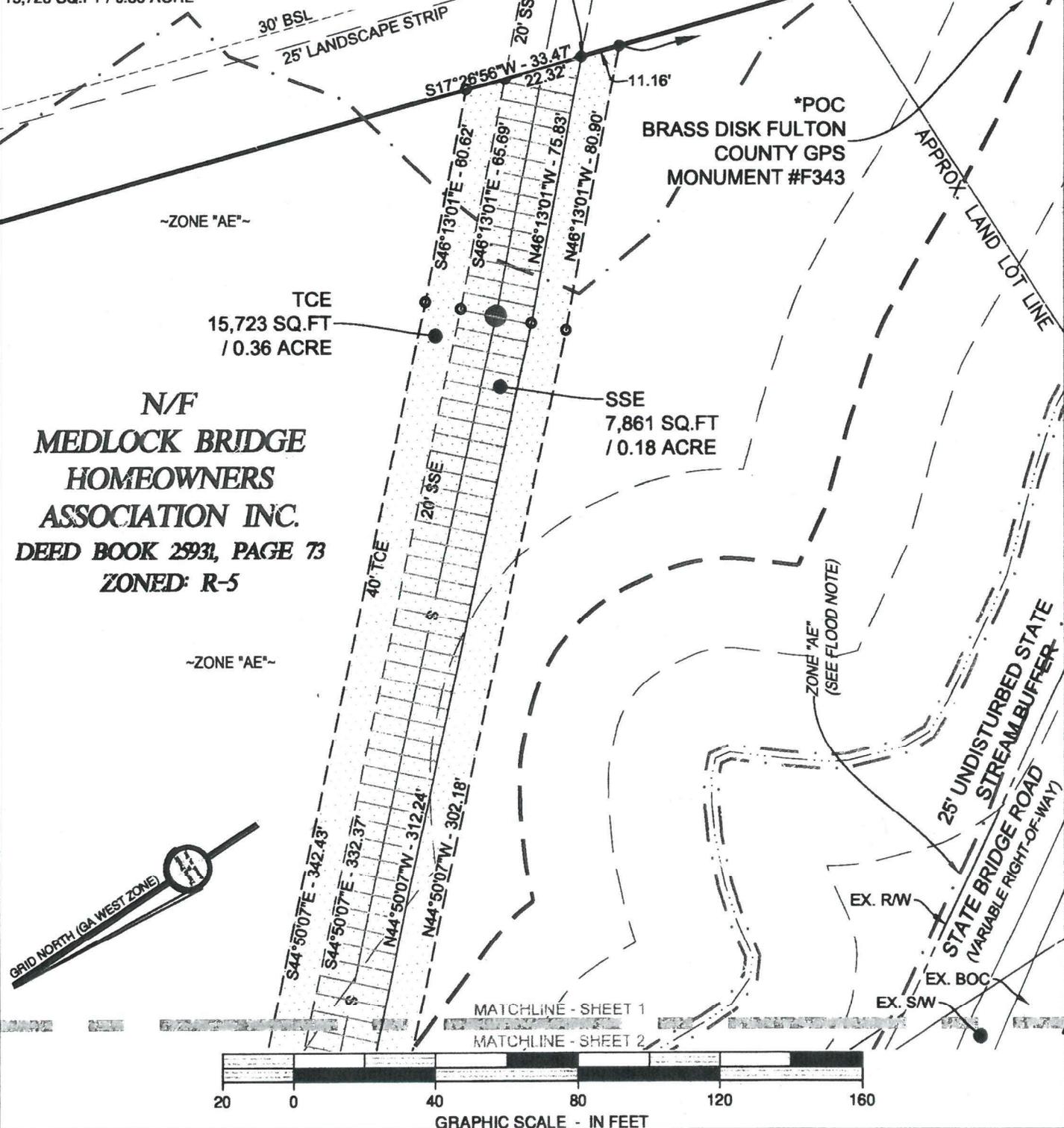
By: _____
Print Name: _____
Title: _____

[NOTARIAL SEAL] **Susan S Kelley**
NOTARY PUBLIC
Forsyth County, GEORGIA
My Commission Expires 10/17/2025

[COF]

PROPOSED 20' SANITARY SEWER EASEMENT:
7,861 SQ.FT / 0.18 ACRE

PROPOSED TEMPORARY CONSTRUCTION EASEMENT:
15,723 SQ.FT / 0.36 ACRE



N/F
**MEDLOCK BRIDGE
HOMEOWNERS
ASSOCIATION INC.**
DEED BOOK 25931, PAGE 73
ZONED: R-5

Sanitary Sewer Easement Exhibit For
Medlock Bridge Homeowners Association Inc.
STATE BRIDGE ROAD
LAND LOT 259 - 1ST DISTRICT
CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA



4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770)416-7511
Fax: (770)416-6759
www.travispruitt.com

Certificate of

DATE: 07/08/2021
FIELD DATE:
SCALE: 1"=40'
JN: 180174
FN:
DRAWN BY: KK
Sheet No.: 1 of 2

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PROPOSED 20' SANITARY SEWER EASEMENT :
7,861 SQ.FT / 0.18 ACRE

PROPOSED TEMPORARY CONSTRUCTION EASEMENT :
15,723 SQ.FT / 0.36 ACRE

**FLOOD HAZARD ZONE AE
PER FLOOD INSURANCE RATE
MAP NUMBER 13121C0089G.
BASE FLOOD ELEVATION 994'**

TCE
15,723 SQ.FT
/ 0.36 ACRE

MATCHLINE - SHEET 1

MATCHLINE - SHEET 2

EX. PROPERTY LINE
(APPROX.)

*POC
BRASS DISK FULTON
COUNTY GPS
MONUMENT #F343

LL
259

LL
245

GRID NORTH (GA WEST ZONE)

APPROX. LAND LOT LINE

75' IMPERVIOUS
SURFACE SETBACK

50' UNDISTURBED
BUFFER

25' UNDISTURBED STATE
STREAM BUFFER

CREEK C/L

EX. 20' SSE

STATE BRIDGE ROAD
(VARIABLE RIGHT-OF-WAY)

CREEK C/L

EX. S/W
EX. R/W

EX. BOC

EX. EOP

EX. 20' SSE

N/F

WISE RICHARD H & KAREN A
DEED BOOK 29600, PAGE 201
ZONED: R-4



GRAPHIC SCALE - IN FEET

Sanitary Sewer Easement Exhibit For

Medlock Bridge Homeowners Association Inc.

STATE BRIDGE ROAD

LAND LOT 259 - 1ST DISTRICT
CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA



4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770)416-7511
Fax: (770)416-6759
www.travispruitt.com

Certificate of

DATE: 07/08/2021
FIELD DATE:
SCALE: 1"=40'
JN: 180174
FN:
DRAWN BY: KK
Sheet No.: 2 of 2

W:\2018\180174\Engineering\CAD\Engineering\Dwg\180174PN.dwg, 2 SSE EXHIBIT, kkanor, Jul. 9, 21-8:11:02 AM, 1:200

**DESCRIPTION OF 20' SANITARY SEWER EASEMENT FOR MEDLOCK BRIDGE
HOMEOWNERS ASSOCIATION INC.**

All that tract or parcel of land lying and being in Land Lot 259 of the 1st District, City of Johns Creek, Fulton County, Georgia and being more particularly described as follows:

To find the **POINT OF BEGINNING**, commence at a brass disk Fulton County GPS Monument #F343 and proceeding along a tie-line North 28 degrees 33 minutes 32 seconds West 3304.02 feet to a ½" rebar found on the northeasterly right-of-way of State Bridge Road (variable right-of-way); THENCE along said right-of-way a curve to the right having a radius of 1075.54 feet and a length of 125.27 feet, said curve having a chord bearing of North 53 degrees 06 minutes 28 seconds West and a chord distance of 125.20 feet to a point; THENCE North 40 degrees 13 minutes 47 seconds East a distance of 24.00 feet to a point; THENCE North 49 degrees 01 minutes 13 seconds West a distance of 27.51 feet to a point; THENCE South 41 degrees 43 minutes 47 seconds West a distance of 24.00 feet to a point; THENCE along a curve to the right having a radius of 1092.13 feet and a length of 122.98 feet, said curve having a chord bearing of North 44 degrees 59 minutes 34 seconds West and a chord distance of 122.92 feet to a point; THENCE leaving said right-of-way along the property line North 17 degrees 26 minutes 56 seconds East a distance of 241.21 feet to a point; said point being the **TRUE POINT OF BEGINNING**.

THENCE from said **TRUE POINT OF BEGINNING** North 46 degrees 13 minutes 01 seconds West a distance of 75.83 feet to a point; THENCE North 44 degrees 50 minutes 07 seconds West a distance of 312.24 feet to a point; THENCE North 00 degrees 21 minutes 16 seconds West a distance of 28.54 feet to a point; THENCE South 44 degrees 50 minutes 07 seconds East a distance of 332.37 feet to a point; THENCE South 46 degrees 13 minutes 01 seconds East a distance of 65.69 feet to a point; THENCE South 17 degrees 26 minutes 56 seconds West a distance of 22.32 feet to a point; said point being the **TRUE POINT OF BEGINNING**.

Said tract contains 7,861 square feet or 0.18 acre.

**DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT FOR MEDLOCK
BRIDGE HOMEOWNERS ASSOCIATION INC.**

All that tract or parcel of land lying and being in Land Lot 259 of the 1st District, City of Johns Creek, Fulton County, Georgia and being more particularly described as follows:

To find the **POINT OF BEGINNING**, commence at a brass disk Fulton County GPS Monument #F343 and proceeding along a tie-line North 28 degrees 33 minutes 32 seconds West 3304.02 feet to a ½" rebar found on the northeasterly right-of-way of State Bridge Road (variable right-of-way); THENCE along said right-of-way a curve to the right having a radius of 1075.54 feet and a length of 125.27 feet, said curve having a chord bearing of North 53 degrees 06 minutes 28 seconds West and a chord distance of 125.20 feet to a point; THENCE North 40 degrees 13 minutes 47 seconds East a distance of 24.00 feet to a point; THENCE North 49 degrees 01 minutes 13 seconds West a distance of 27.51 feet to a point; THENCE South 41 degrees 43 minutes 47 seconds West a distance of 24.00 feet to a point; THENCE along a curve to the right having a radius of 1092.13 feet and a length of 122.98 feet, said curve having a chord bearing of North 44 degrees 59 minutes 34 seconds West and a chord distance of 122.92 feet to a point; THENCE leaving said right-of-way along the property line North 17 degrees 26 minutes 56 seconds East a distance of 241.21 feet to a point; said point being the **TRUE POINT OF BEGINNING**.

THENCE from said **TRUE POINT OF BEGINNING** South 17 degrees 26 minutes 56 seconds West a distance of 11.16 feet to a point; THENCE North 46 degrees 13 minutes 01 seconds West a distance of 80.90 feet to a point; THENCE North 44 degrees 50 minutes 07 seconds West a distance of 302.18 feet to a point; THENCE North 00 degrees 21 minutes 16 seconds West a distance of 57.09 feet to a point; THENCE South 44 degrees 50 minutes 07 seconds East a distance of 342.43 feet to a point; THENCE South 46 degrees 13 minutes 01 seconds East a distance of 60.62 feet to a point; THENCE South 17 degrees 26 minutes 56 seconds West a distance of 33.47 feet to a point; said point being the **TRUE POINT OF BEGINNING**.

Said tract contains 15,723 square feet or 0.36 acre.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0517

Meeting Date: 8/3/2022

Department

Juvenile Court

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

Request approval to renew an existing contract - Juvenile Court, 201TB162521A-CJC, Accountability Courts Drug and Alcohol Screen Confirmation in the amount of \$10,400.00 with Phamatech, Inc. (San Diego, CA) to perform drug and alcohol screens. This action exercises the second of two renewal options. No renewal options remain. Effective dates July 1, 2022 through June 30, 2023. This contract is 100% grant funded. No county funding is required.

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

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

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

Scope of Work: The Fulton County Juvenile Court (FCJC) requests renewal of a contract to further its mission to rehabilitate children and restore families through the continued provision of drug and alcohol screen confirmation services to participants of Juvenile Court's HOPE and CHOICES drug treatment Accountability Court programs. These drug and alcohol screen confirmation services provide required tracking and monitoring of the presence or absence of substance use, ensuring

compliance with orders imposed by the Court and standards of Accountability Court programs.

Community Impact: Countywide impact includes the provision of substance use tracking and monitoring services to children and families in an effective manner that leads to the successful completion of court ordered supervision conditions; and the reduction of juvenile delinquency re-offense rates by discouraging substance abuse activity leading to future criminal behavior.

Department Recommendation: The Fulton County Juvenile Court (FCJC) recommends renewal of the contracts for the implementation of drug and alcohol screen confirmation services to court involved children and families.

Project Implications: No future implications exist

Community Issues/Concerns: No issues have been raised.

Department Issues/Concerns: The Department does not have concerns.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0591	09/02/2020	\$11,200.00
1st Renewal	21-0597	08/8/2021	\$9,748.00
2 nd Renewal		08/03/2022	\$10,400.00
Total Revised Amount			\$31,348.00

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

Contract Value: \$10,400.00

Prime Vendor: Phamatech, Inc.

Prime Status: Non-Minority

Location: San Diego, CA

County: San Diego County

Prime Value: \$10,400.00 or 100.00%

Total Contract Value: \$10,400.00 or 100.00%

Total M/FBE Value: \$-0-

Exhibits Attached

Exhibit1: Contractor Performance Report

Exhibit 2: Contractor Renewal Agreement

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

Timothy Ezell, Chief Administrator Officer, Juvenile Court, 404-613-4681

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$10,400.00
 Previous Adjustments: \$9,748.00
 This Request: \$10,400.00
 TOTAL: \$20,148.00

Grant Information Summary

Amount Requested: \$10,400.00 Cash
 Match Required: No Match In-Kind
 Start Date: July 1, 2022 Approval to Award
 End Date: July 1, 2023 Apply & Accept
 Match Account \$: No Match

Fiscal Impact / Funding Source

Funding Line 1:

461-405-DC20-1171: Grant, Juvenile Court, Blood Test-Drug-\$10,400.00

Key Contract Terms	
Start Date: 7/1/2022	End Date: 6/30/2023
Cost Adjustment: N/A	Renewal/Extension Terms:

Overall Contractor Performance Rating: 4

Would you select/recommend this vendor again?

Yes

Report Period Start: 7/1/2021
Report Period End: 6/30/2022

Agenda Item No.: 22-0517

Meeting Date: 8/3/2022



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
July 1, 2021	June 30, 2022	July 1, 2021	June 30, 2022

Purchaser Order Number	Purchase Order Date
PO 405 201TB162521A-CJC	10/08/2021

Department	Fulton County Juvenile Court
------------	------------------------------

Bid Number	Service Commodity
201TB162521A-CJC	Accountability Courts Drug and Alcohol Screens Confirmation

Contractor **PhamaTech**

Performance Rating

0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

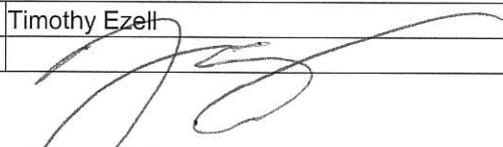
1. Quality of Goods/Services (Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)

<input type="radio"/>	0	PHAMATEC has the technology and specialized equipment needed to accurately perform confirmation testing on our 12-panel instant drug screens.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

2. Timeliness of Performance (Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/Change – On Time Completion Per Contract)

<input type="radio"/>	0	PHAMATECH provides results in a timely manner. All results are uploaded on their website for immediate review.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	Despite being based in California, PHAMATECH representative are always responsive. The respond timely to phone messages and emails.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)
	0	PHAMATECH provides excellent services. There reports are easy to read. They invoice the court each month and are available to discuss any problems or concerns.
	1	
	2	
	3	
x	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	PHAMATECH representatives all appear knowledgeable and they provide accurate information when requested.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	3.60	Date	5/27/2022
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Tiffany Barclay		
Department Head Name:	Timothy Ezell		
Department Head Signature			

After you have completed filling out the form:
 Submit the for to Purchasing
 Print a copy of the form
 Save the form

Submit

Print

Save



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Juvenile_Court

BID/RFP# NUMBER: 20ITB162521A-CJC

BID/RFP# TITLE: Accountability Courts Drug and Alcohol Screen Confirmation Courts

ORIGINAL APPROVAL DATE: 07/13/2022

RENEWAL EFFECTIVE DATES: 7/1/2022 THROUGH 6/30/2023

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$ 10,400.00

COMPANY'S NAME Phamatech,Incorporation 15175 Innovation Drive

CITY: San Diego

STATE: California

ZIP: 92128

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE: 07/13/2022 BOC NUMBER: 21-1057

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

PHAMETECH INCORPORATED

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Dana Conde
Contract Manager

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

Timothy Ezell Chief Administrative Officer
Juvenile Courts

Notary Public

County: _____

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.: 22-0518

Meeting Date: 8/3/2022

Department

Juvenile Court

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

Request approval to renew an existing contract - Juvenile Court, 20RFP125479A-CJC, Accountability Courts Treatment Modalities with DIVAS, Inc. (Atlanta, GA) in the amount of \$56,795.00 to provide Accountability Courts Treatment Modalities. This action exercises the second of two renewal options. No renewal option remains. Effective dates July 1, 2022 through June 30, 2023. This contract is 100% grant funded. No county funding is required.

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

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

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

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

Scope of Work: The Fulton County Juvenile Court (FCJC) requests renewal of a contract to further its mission to rehabilitate children and restore families through the continued provision of accountability courts therapeutic treatment modalities to children and families involved in juvenile drug court and family dependency treatment court. These support services include family/group reintegration and prevention services, as well as individual assessments and evaluations. The

models utilized include: Cognitive Behavioral Intervention for Substance Abuse (CBI/SA), Trauma Recovery and Empowerment Model (TREM) Moral Reconciliation Therapy (MRT), Strengthening Families and Individualized Treatment Coordination.

Community Impact: Countywide impact includes the provision of therapeutic treatment services to children and families in an effective manner that leads to the successful completion of court ordered supervision conditions; family reunification; and the reduction of juvenile delinquency re-offense rates by providing high quality and high fidelity service delivery for children and families.

Department Recommendation: The Fulton County Juvenile Court (FCJC) recommends renewal of the contract for the implementation of accountability courts treatment services to court involved children and families.

Project Implications: No future implications exist.

Community Issues/Concerns: No issues have been raised.

Department Issues/Concerns: The Department does not have concerns.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0633	10/22/2020	\$46,465.00
1st Renewal	21-0597	08/18/2021	\$32,100.00
2 nd Renewal		08/03/2022	\$56,795.00
Total Revised Amount			\$135,360.00

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

Contract Value: \$56,795.00

Prime Vendor: DIVAS, Inc.

Prime Status: Non-Profit

Location: Atlanta, GA

County: Fulton County

Prime Value: \$56,795.00 or 100.00%

Total Contract Value: \$56,795.00 or 100.00%

Total M/FBE Value: \$Non-Profit

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

Exhibit 1: Contractor Performance Report

Exhibit 2: Contractor Renewal Agreement

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

Timothy Ezell, Chief Administrator Officer, Juvenile, 404-613-4681

Contract Attached

No

Previous Contracts

Choose an item.

Total Contract Value

Original Approved Amount: \$46,465.00
 Previous Adjustments: \$ 32,100.00
 This Request: \$56,795.00
 TOTAL: \$135,360.00

Grant Information Summary

Amount Requested: \$56,795.00 Cash
 Match Required: No Match In-Kind
 Start Date: 07/01/2022 Approval to Award
 End Date: 06/30/2023 Apply & Accept
 Match Account \$: \$0.00

Fiscal Impact / Funding Source

Funding Line 1:

461-405-FD20-1160: Grants, Juvenile Court, Professional Services- \$56,795.00

Key Contract Terms	
Start Date: 7/1/2022	End Date: 6/30/2023
Cost Adjustment: N/A	Renewal/Extension Terms: Second Renewal

Overall Contractor Performance Rating:4

Would you select/recommend this vendor again?

Yes

Report Period Start: Report Period End:

Agenda Item No.: 22-0518

Meeting Date: 8/3/2022

7/1/2021

7/1/2022



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
July 1, 2021	June 30, 2022	July 1, 2021	June 30, 2022
Purchaser Order Number		Purchase Order Date	
PO 405 20RFP125479A-CJC		09/24/2021	
Department			
Fulton County Juvenile Court			
Bid Number		Service Commodity	
20RFP125479ACJC		Accountability Courts Treatment Modalities	
Contractor Divas Inc.			

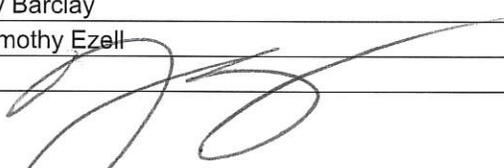
Performance Rating

0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

1. Quality of Goods/Services	(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)
<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4	Ms. Strozier with DIVAS, INC provided excellent service to our programs. Ms. Strozier and her team scheduled weekly treatment groups, provided treatment reports, entered data into our case management system, Connexis and attending weekly staffing meetings.

2. Timeliness of Performance	(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/Change – On Time Completion Per Contract)
<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4	Ms. Strozier with DIVAS, INC provided a schedule detailing each meeting date and time. Ms. Strozier and her team were also prompt and prepared to facilitate each treatment team meeting. Ms. Strozier did an excellent job with entering treatment notes in a timely manner.

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	Ms. Strozier with DIVAS, INC always made herself available to discuss any programmatic issues and/or concerns. She and her team adjusted well during the panademic and were able to continue to provide excellenct services via multiple secure virtual platforms.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)
	0	Ms. Strozier with DIVAS, INC submitted invoices as directed by the court. Invoices are requested on a monthly basis. Her invoices were detailed and listed the date and time for each weekly treatment group.
	1	
	2	
	3	
x	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	Ms. Strozier with DIVAS, INC provided the appropriate documentation showing that all personnel working directed with program participants have been certified to facilitate treatment groups.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	3.60	Date	5/27/2022
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Tiffany Barclay		
Department Head Name:	Timothy Ezell		
Department Head Signature			

After you have competed filling out the form:
 Submit the for to Purchasing
 Print a copy of the form

Submit

Print

Save



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Juvenile_Court

BID/RFP# NUMBER: 20RFP125479ACJC

BID/RFP# TITLE: Family Treatment Court Services

ORIGINAL APPROVAL DATE: 07/13/2022

RENEWAL EFFECTIVE DATES: 7/1/2022 THROUGH 6/30/2023

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$ 36,320.00

COMPANY'S NAME DIVA'S INC

CITY:P.O. BOX 50208 Atlanta

STATE: Georgia

ZIP: 30302

This Renewal Agreement No. _1_ was approved by the Fulton County Board of Commissioners on BOC DATE: 07/13/2022 BOC NUMBER: 21-1060

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

DIVAS, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Sandra Strozier
Chief Executive Officer

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

Timothy Ezell Chief Administrative Officer
Juvenile Courts

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0519

Meeting Date: 8/3/2022

Department

Juvenile Court

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

Request approval to renew an existing contract - Juvenile Court, Bid# 20ITB031120A-CJC, Accountability Courts Surveillance Officers in the amount of \$26,400.00 with Living Invigorating Valuable Experiences, LLC (Atlanta, GA). This action exercises the second of two renewal options. No renewal option remains. Effective dates July 1, 2022 - June 30, 2023. This contract is 100% grant funded.

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

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

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

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

Scope of Work: The Fulton County Juvenile Court (FCJC) seeks to further its mission to rehabilitate children and restore families through the continued provision of surveillance officer community supervision services to participants of Juvenile Court's HOPE and CHOICES drug treatment Accountability Court programs. These surveillance services provide required monitoring and community supervision ensuring compliance with orders imposed by the Court including curfew

checks, random drug screens and employment checks.

Community Impact: Countywide impact includes the provision of monitoring and community supervision services to children and families in an effective manner that leads to the successful completion of court ordered supervision conditions; and the reduction of juvenile delinquency re-offense rates by discouraging substance abuse activity leading to future criminal behavior.

Department Recommendation: The Juvenile Court recommends contracts Renewed for the implementation of surveillance officer services to court involved children and families.

Project Implications: No future implications exist

Community Issues/Concerns: No issues have been raised.

Department Issues/Concerns: The Department does not have concerns.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0590	09/02/2020	\$26,400.00
1st Renewal	21-0600	8/18/2021	\$18,465.00
2 nd Renewal		08/03/2022	\$26,400.00
Total Revised Amount			\$71,265.00

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

Contract Value: \$26,400.00

Prime Vendor: Living Invigorating Valuable Experiences, LLC
Prime Status: African American Female Business Enterprise - Certified
Location: Atlanta, GA

County: Fulton County
Prime Value: \$26,400.00 or 100%

Total Contract Value: \$26,400.00 or 100.00%
Total MBE Value: \$26,400.00 or 100.00%

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

- Exhibit 1: Contractor Performance Report
- Exhibit 2: Contractor Renewal Agreement

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

Timothy Ezell, Chief Administrative Officer, Juvenile Court, 404-613-4681

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$26,400.00
 Previous Adjustments: \$18,465.00
 This Request: \$26,400.00
 TOTAL: \$71,265.00

Grant Information Summary

Amount Requested: \$26,400.00 Cash
 Match Required: No Match In-Kind
 Start Date: 07/01/2022 Approval to Award
 End Date: 06/30/2023 Apply & Accept
 Match Account \$: \$0.00

Fiscal Impact / Funding Source

Funding Line 1:

461-405-FD20-1160: Grant, Juvenile Court, Professional Services-\$26,400.00

Key Contract Terms	
Start Date: 7/1/2021	End Date: 6/30/2023
Cost Adjustment: N/A	Renewal/Extension Terms: N/A

Overall Contractor Performance Rating:4

Would you select/recommend this vendor again?

Yes

Report Period Start: 7/1/2021 Report Period End: 6/30/2021



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
July 1, 2021	June 30, 2022	July 1, 2021	June 30, 2022
Purchaser Order Number		Purchase Order Date	
PO 405 20ITB031120A-CJC		01/14/2022	
Department			
Fulton County Juvenile Court			
Bid Number	Service Commodity		
20ITB031120A-CJC	Accountability Courts Surveillance Officer		
Contractor Live LLC			

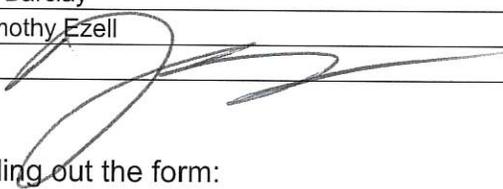
Performance Rating

0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

1. Quality of Goods/Services	(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)
<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4	LIVE, LLC provided excellent services to out Accountability Court Programs. They performed each duty as outlined in the Scope of Work.

2. Timeliness of Performance	(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/Change – On Time Completion Per Contract)
<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4	LIVE, LLC surveillance officer conducted weekly visits to program participants as directed and increased visits when needed.

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	Mr. Fleming with LIVE, LLC always made himself available to address any problems or concerns. He and his staff were very flexible and understanding when the court made changes to building access during the height of the pandemic.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)
	0	LIVE, LLC surveillance officers always conducted home visits timely and as directed. The surveillance officer also input data into our case management system, Connexis after each visit. They also participated in weekly staffing meeting. During the most difficult times of the pandemic, the surveillance officer increased their home and community visits to ensure that participants reminded compliant with program requirements.
	1	
	2	
	3	
X	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	LIVE, LLC hired qualified and post certified officers as required.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	3.60	Date	5/27/2022
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Tiffany Barclay		
Department Head Name:	Timothy Ezell		
Department Head Signature			

After you have completed filling out the form:
 Submit the for to Purchasing
 Print a copy of the form
 Save the form

Submit

Print

Save



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Juvenile_Court

BID/RFP# NUMBER:20ITB031120A CJA

BID/RFP# TITLE: Accountability Courts Surveillance Officers

ORIGINAL APPROVAL DATE: 07/13/2022

RENEWAL EFFECTIVE DATES: 7/1/2022THROUGH 6/30/2023

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$ 26,400.00

COMPANY'S NAME: Living Invigorating Valuable Experiences, LLC

ADDRESS: 1444 Martin Luther King Jr Drive

CITY: Atlanta

STATE: Georgia

ZIP: 30314-2541

This Renewal Agreement No. _1_ was approved by the Fulton County Board of Commissioners on BOC DATE: 07/13/2022 BOC NUMBER: 20-0590

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

Living Invigorating Valuable Experiences, LLC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Crystal Fleming
[Chief Executive Officer)

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

[Insert Department Head Name & Title]
[Insert User Department Name]

Notary Public

County: _____

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.: 22-0520

Meeting Date: 8/3/2022

Department

Superior Court Administration

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

Request approval of a Memorandum of Agreement with Goodwill of North Georgia ("GNG") in an amount not to exceed \$78,354.00, the amount approved and fully funded in the SAMHSA grant budget. GNG will support the grant funded Fulton County Peer Recovery Support Services Project by providing job assessment, training, certification, and job placement services. This request represents the fourth (4) of four (4) one-year renewal terms, coinciding with and contingent upon continued grant funding and the approval of the Board of Commissioners. Effective October 1, 2022 through September 30, 2023.

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

West's Code of Georgia § 36-10-1; All official contracts entered into by the County governing authority with other persons in behalf of the County shall be in writing and entered on its minutes.

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: Through this agreement GNG will support the Peer Recovery Support Services ("PRSS") Expansion Project by: Screening and assessing clients, providing drug testing and criminal background checks, providing Motivation, Reliability and Dependability ("MRD") Assessments for

clients to determine services needed including direct job placement assistance and complete skills training and placement packages. Providing agreed upon skills training, instruction, job readiness, and paid training as outlined in Goodwill Catalogue. Providing progress reports of training program and employment outcomes to Fulton County Accountability Court ("FCAC") and notifying FCAC of drug screen results.

Community Impact: Improves public safety in the community by training individuals and securing employee opportunities for clients with mental illnesses (MI) or co-occurring mental illness and substance abuse (CMISA) who are in treatment as part of the PRSS Project.

Department Recommendation: Superior Court Administration recommends approval of this agreement to ensure successful project implementation and grant funding compliance.

Project Implications: This project is 100% grant funded. Approval of this agreement will ensure grant project goals are met while improving service delivery to offenders with drug and/or alcohol addiction.

Community Issues/Concerns: Superior Court Administration is not aware of any community concerns with the implementation of this project.

Department Issues/Concerns: Superior Court Administration is not aware of any community concerns with the implementation of this project.

Contract Modification (*Delete this chart only if the Requested Action is for a NEW award. Simply insert the text "New Procurement." If the Requested Action is for a Contract Modification ((Renewal, Amendment, Change Order, Extension, Increase Spending Authority)), the chart should remain and be completed.*)

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	18-0649	9/19/2018	\$78,354
1st Renewal	19-0548	7/10/2019	\$78,354
2 nd Renewal	20-0632	9/16/2020	\$78,354
3 rd Renewal	21-0716	9/15/2021	\$78,354
4 th Renewal			\$78,354
Total Revised Amount			\$391,770

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

Click or tap here to enter text.

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

Exhibit 1: Contract Renewal Form

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

David Summerlin, Court Administrator, Superior Court, 404.612.4529

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$78,354
 Previous Adjustments: \$235,062
 This Request: \$78,254
TOTAL: \$391,770

Grant Information Summary

Amount Requested: \$78,354.00 Cash
 Match Required: No In-Kind
 Start Date: N/A Approval to Award
 End Date: N/A Apply & Accept
 Match Account \$: N/A

Fiscal Impact / Funding Source

Funding Line 1:

461-450-PR22-1160: Grant, Superior Court-Admin, Professional Services = \$78,354.00

Funding Line 2:

Key Contract Terms	
Start Date: 10/1/2022	End Date: 9/30/2023
Cost Adjustment: N/A	Renewal/Extension Terms: 4 4 Renewal Options

Agenda Item No.: 22-0520

Meeting Date: 8/3/2022

Overall Contractor Performance Rating: 4

Would you select/recommend this vendor again?

Yes

Report Period Start:
10/1/2021

Report Period End:
9/30/2022



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: SUPERIOR COURT ADMINISTRATION

BID/RFP# NUMBER: MEMORANDUM OF AGREEMENT

BID/RFP# TITLE: GOODWILL OF NORTH GEORGIA (GNG)

ORIGINAL APPROVAL DATE: September 19, 2019

RENEWAL EFFECTIVE DATES: October 1, 2022 through September 30, 2023

RENEWAL OPTION #: 4 OF 4

NUMBER OF RENEWAL OPTIONS: None

RENEWAL AMOUNT: \$78,354.00

COMPANY'S NAME: Goodwill of North Georgia

ADDRESS: 2201 Lawrenceville Highway

CITY: Decatur

STATE: Georgia

ZIP: 30033

This Renewal Agreement No. __ was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

GOODWILL OF NORTH GEORGIA (GNG)

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Jenny Taylor
VP Career Services

ATTEST:

ATTEST:

Tonya R. Grier
Interim Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

DAVID SUMMERLIN, Court Administrator
Superior Court Administration

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____
RECESS MEETING

ITEM#: _____ RM: _____
REGULAR MEETING



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0521

Meeting Date: 8/3/2022

Department

Superior Court Administration

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

Request approval to renew a Memorandum of Agreement with Georgia Council on Substance Abuse ("GCSA"), effective October 1, 2021 through September 30, 2022, in an amount not to exceed \$73,800. GCSA will support the Fulton County Peer Recovery Support Services Project by implementing the NIATx Process Improvement Model and by providing staff certification, training and ongoing support. This request represents the third (3) of four (4) one-year renewal terms, coinciding with and contingent upon continued grant funding through SAMHSA and the approval of the Board of Commissioners.

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

West's Code of Georgia § 36-10-1; All official contracts entered into by the County governing authority with other persons in behalf of the County shall be in writing and entered on its minutes.

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The Georgia Council on Substance Abuse (GCSA) will support the Fulton County Peer Recovery Support Services Project (PRSS). GCSA will: Assist Fulton County Accountability

Courts (FCAC) with the recruitment, training and coaching of three behavioral staff health staff for the program who will be Certified Addiction Recovery Empowerment Specialists (CARES). GCSA will provide continuing education credit opportunities to FCAC CARES as required to maintain certification and promote best practices. GCSA will provide NIATx process improvement leadership training for FCAC CARES and FCAC staff. NIATx is a model of process improvement designed specifically for behavioral health programs. GCSA will coordinate with Fulton County Project Director to develop a training plan for FCAC CARES and program staff to include: Intentional Peer Support, Motivational Interviewing, and NIATx change projects. GCSA will provide technical assistance in the recovery support model throughout the duration of the grant cycle.

Community Impact: Renewal of this agreement will improve public safety in the community by focusing treatment services towards adult felony offenders with drug and/or alcohol addiction.

Department Recommendation: Superior Court Administration recommends renewal of this agreement to ensure successful project implementation, outcomes and grant funding compliance.

Project Implications: This project is 100% grant funded. Renewal of this agreement will ensure grant project goals are met while improving service delivery to offenders with drug and/or alcohol addiction.

Community Issues/Concerns: Superior Court Administration is not aware of any community concerns with the implementation of this project.

Department Issues/Concerns: Superior Court Administration has no issues or concerns with this agreement.

Contract Modification *(Delete this chart only if the Requested Action is for a NEW award. Simply insert the text “New Procurement.” If the Requested Action is for a Contract Modification ((Renewal, Amendment, Change Order, Extension, Increase Spending Authority)), the chart should remain and be completed.)*

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	19-0714	9/18/2019	\$73,800
1st Renewal	20-0631	9/16/2020	\$73,800
2 nd Renewal	21-0715	9/15/2021	\$73,000
3 rd Renewal			\$73,800
Total Revised Amount			\$295,200

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

Click or tap here to enter text.

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

Exhibit #1: Contract Renewal Form

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

David Summerlin, Superior Court, Court Administrator, 404.612.4529

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	\$73,800
Previous Adjustments:	\$147,600
This Request:	\$73,800
TOTAL:	\$295,200

Grant Information Summary

Amount Requested:	\$73,800	<input type="checkbox"/>	Cash
Match Required:	N/A	<input type="checkbox"/>	In-Kind
Start Date:	10/01/2022	<input type="checkbox"/>	Approval to Award
End Date:	9/20/2023	<input type="checkbox"/>	Apply & Accept
Match Account \$:	\$0.00		

Fiscal Impact / Funding Source

Funding Line 1:

461-450-PR22-1160: Grant, Superior Court-Admin, Professional Service = \$73,800.00

Key Contract Terms	
Start Date: 10/1/2022	End Date: 9/30/2023
Cost Adjustment: \$0.00	Renewal/Extension Terms: Renewal 3 of 4

Overall Contractor Performance Rating: 4

Would you select/recommend this vendor again?

Agenda Item No.: 22-0521

Meeting Date: 8/3/2022

Yes

Report Period Start:
10/1/2021

Report Period End:
9/30/2022



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: SUPERIOR COURT ADMINISTRATION

BID/RFP# NUMBER: MEMORANDUM OF AGREEMENT

BID/RFP# TITLE: GEORGIA COUNCIL ON SUBSTANCE ABUSE, (GSCA)

ORIGINAL APPROVAL DATE: September 19, 2019

RENEWAL EFFECTIVE DATES: October 1, 2022 through September 30, 2023

RENEWAL OPTION #: 3 OF 4

NUMBER OF RENEWAL OPTIONS: 1 Remaining

RENEWAL AMOUNT: \$ 73,800.00

COMPANY'S NAME: Georgia Council on Substance Abuse, (GSCA)

ADDRESS: 2310 Parklake Drive, Suite 540

CITY: Atlanta

STATE: Georgia

ZIP: 30345

This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on BOC DATE: 9/15/2021 **BOC NUMBER:** 21-0715

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

GEORGIA COUNCIL ON SUBSTANCE ABUSE

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Neil Campbell
Executive Director

ATTEST:

ATTEST:

Tonya R. Grier
Interim Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

DAVID SUMMERLIN, Court Administrator
Superior Court Administration

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____
RECESS MEETING

ITEM#: _____ RM: _____
REGULAR MEETING



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0524

Meeting Date: 8/3/2022

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

Presentation of Proclamations and Certificates.

Proclamation recognizing “Atlanta Fire Rescue Memorial Appreciation Day.” **(Hall)**

Proclamation recognizing “Atlanta Public Schools 150th Anniversary Appreciation Day.” **(Hall)**

Proclamation recognizing “ARTiculate Appreciation Day.” **(Hall/Pitts/Ellis)**

Proclamation recognizing “Showability Appreciation Day.”
(Hall/Pitts/Hausmann/Ellis/Abdur-Rahman)

Proclamation recognizing “Fulton County Sheriff’s Office and Marshal’s Department Appreciation Day.” **(Hall)**

Proclamation recognizing “Fulton County Sheriff’s Office and Solicitor General’s Office Appreciation Day.” **(Hall)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0527

Meeting Date: 8/3/2022

Department

County Manager

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

Presentation of COVID-19 Operational Response Update.

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 Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0528

Meeting Date: 8/3/2022

Department

Purchasing & Contract Compliance

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

Request ratification of emergency procurement - County Manager, Countywide Emergency Procurements.

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

In accordance with Purchasing Code Section 102-385, when the County Manager has approved an emergency procurement, the item shall be forwarded to the Board of Commissioners for ratification.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

Attached is a list of emergency procurements for the County for the period 7/1/2022 through 7/22/2022.

Contract & Compliance Information

Information provided on Spreadsheet

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

Exhibit 1: List of County Emergency Procurements

Agenda Item No.: 22-0528

Meeting Date: 8/3/2022

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

Matthew Kallmyer, Dir, Atlanta-Fulton County Emergency Management Agency, (404) 612-5660

Fiscal Impact / Funding Source

Funding line to be identified at time of request by Finance Department

FULTON COUNTY EMERGENCY PROCUREMENTS 7/1/2022 - 7/22/2022

EMERGENCY RENTAL ASSISTANCE PROGRAM

Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
	No Report for this period					
			TOTAL			\$0.00

FEMA

Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
7/6/2022	Loading Equipment for EMA/Northpoint Parkway Warehouse	AFCEMA	MSC Industrial Supply Co. Inc.	Majority	FEMA	\$994.40
7/6/2022	Wanco 3 Line Message Signage (2)	AFCEMA	ProLogic ITS, LLC	Majority	FEMA	\$34,066.66
7/7/2022	Vacuum Blood Collecting Sets	AFCEMA	North American Rescue, LLC	Majority	FEMA	\$1,429.78
7/8/2022	Equipment and supplies for EMA/Northpoint Parkway Warehouse	AFCEMA	Grainger Industrial Supply	Majority	FEMA	\$2,104.20
7/13/2022	Equipment and supplies for EMA/Northpoint Parkway Warehouse	AFCEMA	Grainger Industrial Supply	Majority	FEMA	\$8,480.77
7/13/2022	Warehouse Loading Dock Equipment	AFCEMA	Uline Shipping Supply	Majority	FEMA	\$30,802.90
			TOTAL			\$77,878.71

AMERICAN RESCUE PLAN

Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
7/1/2022	Printer Cartridges for District Attorney for Court Backlog Project	County Manager	CDW Government, Inc.	FBE	ARPA	\$23,666.00
7/1/2022	Cellebrite Database Software Services for District Attorney for Court Backlog Project	County Manager	Cellebrite USA, Inc.	MBE	ARPA	\$6,825.00

7/1/2022	Guns/Rifles and Accessories for District Attorney for Court Backlog Project	County Manager	Clyde Armory, Inc.	Majority	ARPA	\$22,790.00
7/1/2022	Safety Vests for District Attorney for Court Backlog Project	County Manager	Dana Safety Supply, Inc.	Majority	ARPA	\$17,718.00
7/15/2022	Courtroom Renovation Change Order to modify screen cut-out by adding installation and cover on the Attorney side for Court Backlog Project	County Manager	Hawk Construction Company, LLC	MBE	ARPA	\$32,749.60
			TOTAL			\$103,748.60

OTHER EMERGENCY PROCUREMENTS						
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
7/18/2022	Emergency repair of airfield lighting system from the Tower at Fulton County Executive Airport	Public Works	Trinity Electric	Majority	Airport Enterprise Fund	\$10,000.00
			TOTAL			\$10,000.00

GRAND TOTAL	\$191,627.31	
*PARTICIPATION GRAND TOTAL	\$191,627.31	
Certified Firms	\$63,240.60	3.56%

TOTAL SPEND 2022	\$26,178,197.98	
*PARTICIPATION SPEND 2022	\$12,104,942.92	
TOTAL PARTICIPATION SPEND 2022	\$5,715,486.50	47.22%

**Participation Spend does not include Government or Non-Profit Organizations*



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0529

Meeting Date: 8/3/2022

Department

Finance

Requested Action

Presentation, review and approval of August 3, 2022 Budget Soundings.

Requirement for Board Action

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

Open and Responsible Government

Is this a purchasing item?

No

Summary & Background

The August 3, 2022 Soundings request is submitted for your review and approval. Below is a brief summary of each request and related justification.

STRATEGIC PRIORITY AREA: OPEN AND RESPONSIBLE GOVERNMENT-

- **Increase Finance Department Water & Sewer Billings Division budget in Fund 201 for credit card payments convenience fees \$192,000 - (PAGE 5)**

The Finance Department is requesting to increase the budget for its Water and Sewer Billings and Collections Division in the Water and Sewer Fund 201 by \$192,000. The budget increase is for convenient fees on credit card payments due to high volume of credit card usage for payment of water and sewer services billings than previously anticipated, which has increased over 50% for the first five months of fiscal year 2022, compared to the same period last year.

STRATEGIC PRIORITY AREA: OPEN AND RESPONSIBLE GOVERNMENT-

- **Increase Office of County Attorney Budget \$ 1,929,993 - (PAGE 7)**

The County Attorney requests a budget increase of \$529,993 to assist with outstanding invoices associated with outside legal counsel services, in addition to \$1,400,000 for anticipated legal and consultant fees to carry them through the remainder of fiscal year 2022. The Board of Commissioners approved for the County Attorney to use outside counsel to assist with litigation needs during the anomalous vacancy period in the beginning of the year in which they experienced a 48% vacancy turnover with attorney personnel, which has exhausted their professional services budget year to date.



**FULTON
COUNTY**

AUGUST BUDGET SOUNDINGS

August 3, 2022

Presented

to the

Board of Commissioners

by the

Finance Department

WATER REVENUE FUND

Water Revenue

August 3, 2022 Soundings

Strategic Priority Area: Open and Responsible GovernmentAction Required:

Increase Finance Department Water & Sewer Billings Division budget in Fund 201 for credit card payments convenience fees \$192,000

<u>Water and Sewer</u>		<u>Increase</u>	<u>Decrease</u>
201-210-2111-1177	Credit Card Fees	\$192,000	

<u>Water & Sewer Revenue</u>		<u>Increase</u>	<u>Decrease</u>
201-999-D250-1900	Contingency - Non-Agency		\$192,000

Purpose (Justification):

The Finance Department is requesting to increase the budget for its Water and Sewer Billings and Collections Division in the Water and Sewer Fund 201 by \$192,000. The budget increase is for convenient fees on credit card payments due to high volume of credit card usage for payment of water and sewer service billings than previously anticipated, which has increased over 50% for the first five months of fiscal year 2022, compared to the same period last year.

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

Non-Agency Risk Management Fund

Risk Management Fund**August 3, 2022 Soundings****Strategic Priority Area: Open and Responsible Government****Action Required:****Increase Office of County Attorney Budget - \$1,929,993****Office of County Attorney**

725-235-2351-1160

Increase
\$1,929,993**Decrease**

725-999-P001-1900

Contingency - Non-Agency

Increase**Decrease**
\$1,929,993**Purpose (Justification):**

The County Attorney requests a budget increase of \$529,993 to assist with outstanding invoices associated with outside legal counsel services, in addition to \$1,400,000 for anticipated legal and consultant fees to carry them through the remainder of fiscal year 2022. The Board of Commissioners approved for the County Attorney to use outside counsel to assist with litigation needs during the anomalous vacancy period in the beginning of the year in which they experienced a 48% vacancy turnover with attorney personnel, which has exhausted their professional services budget year to date.

Included in Soundings per County Manager's direction.
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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0530

Meeting Date: 8/3/2022

Department

Registration & Elections

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

Request approval of an Intergovernmental Agreement to conduct Special Elections for the City of Milton in conjunction with the General Election on November 8, 2022 and Runoff Election on December 6, 2022.

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

Under the provision of the Georgia Election Code, Section 21-2-45(c)(2), City may, by ordinance, authorize the County to conduct such election.

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: Fulton County has been requested to conduct Special Referendum Elections for the City of Milton in conjunction with the General Election on November 8, 2022 and Runoff Election on December 6, 2022.

Per action of the Board of Commissioners on August 7, 2019, that in even-numbered years when Fulton County is holding a regularly scheduled Primary, Primary Runoff, General Election or General Election Runoff, the County will pay the costs of conducting municipal and school district elections.

Scope of Work: Intergovernmental Agreement for Fulton County to conduct Special Referendum

Elections for the City of Milton in conjunction with the General Election on November 8, 2022 and Runoff Election on December 6, 2022.

Community Impact: Registration and Elections staff is not aware of any community impact.

Department Recommendation: Department of Registration & Elections requests approval.

Project Implications: The approval of this proposed Intergovernmental Agreement will ensure the Department to follow state election laws.

Community Issues/Concerns: Department of Registration & Elections is not aware of any community issues or concerns with this proposed Intergovernmental Agreement (IGA).

Department Issues/Concerns: Department of Registration & Elections has no issues or concerns with this proposed Intergovernmental Agreement (IGA).

Exhibits Attached:

Exhibit 1: Intergovernmental Agreement Fulton County and City of Milton

Exhibit 2: Resolution Establishing a Policy between Municipalities and Fulton County
for Funding Elections and for other purposes

Exhibit 3: Executed Resolution - R22-07-609 - 2022 Referendum Local Tax Exemption

Contact Information:

Nadine Williams, Interim Director, Registration and Elections, 404-612-3130

**INTERGOVERNMENTAL AGREEMENT FOR THE
PROVISION OF ELECTION SERVICES BETWEEN
FULTON COUNTY, GEORGIA and
CITY OF MILTON, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 6th day of July, 2022, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Milton, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Fulton County Board of Registration and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

Jff

ARTICLE 1 CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A. § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2 TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2022, unless otherwise terminated as set forth herein.

ARTICLE 3 DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 8, 2022:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

- f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 8, 2022, City Special election;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting the November 8, 2022, City special election at City polling places on City election days and for conducting recounts as may be required;
- i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

- a) Recommending early voting sites and hours of operation to the County.
- b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;
- d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

- g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;
- i) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

4.1 For City elections that are to be conducted contemporaneously with a countywide General Election, pursuant to this Agreement and to action of the Board of Commissioners on August 7, 2019, the City will not be charged for the cost of said election.

ARTICLE 5 LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation (except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent). The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited

to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter, except for costs related to claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6 EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7 RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia



Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 E-VERIFY AND TITLE VI

8.1 Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

ARTICLE 9 AUTHORIZATION

9.1 Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

9.2 Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 8, 2022, Special Election, including but not limited to the Notice of the Call of the Special Election and the Notice of the Special Election.

ARTICLE 10 TERMINATION AND REMEDIES

10.1 Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.



ARTICLE 11 NOTICES

11.1 All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk via certified first-class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Fulton County Board of Registration and Elections
 Attn: Director
 130 Peachtree St SW, Suite 2186
 Atlanta, Georgia 30303
 Facsimile: 404.730.7024

With a copy to: Fulton County Office of the County Attorney
 Attn: County Attorney
 141 Pryor Street SW, Suite 4038
 Atlanta, Georgia 30303
 Facsimile: 404.730.6540

If to the City: City Clerk
 City of Milton
 2006 Heritage Walk
 Milton, Georgia 30004

With a copy to: City Attorney
 Jarrard & Davis, LLP
 222 Webb Street
 Cumming, Georgia 30040
 Attention: Ken Jarrard

ARTICLE 12 NON-ASSIGNABILITY

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

ARTICLE 13 ENTIRE AGREEMENT

13.1 The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

This Agreement constitutes the entire understanding and agreement between the parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 14 SEVERABILITY, VENUE AND - ENFORCEABILITY

14.1 If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 15 BINDING EFFECT

15.1 This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 16 COUNTERPARTS

16.1 This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

Chair, Board of Commissioners

Attest: _____
Clerk to Commission

Date: _____

ATTEST:

APPROVED AS TO FORM:

Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:



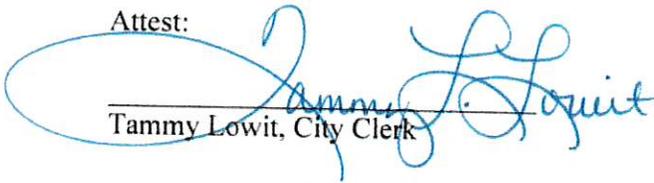
Nadine Williams
Interim Director, Fulton County Department
of Registration and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF MILTON, GEORGIA


Peyton Jamison, Mayor

Attest:


Tammy Lowit, City Clerk

Date: 7/7/2022



APPROVED AS TO FORM:

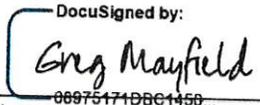
DocuSigned by:

City Attorney 06975171D8C1450 7/7/2022

EXHIBIT A

As per the Agreement executed on July 6th, 2022, the City of Milton, hereby requests that Fulton County conduct its Special Election on November 8, 2022, within the boundary of Fulton County.

The last day to register to vote in this election is October 10, 2022.

The list of early voting locations will be forthcoming.

This 6th day of July, 2022.

James L. Smith
City Clerk

(SEAL)



The Fulton County Board of Registrations and Elections agrees to conduct the City of Milton Special Election on November 8, 2022, within the boundary of Fulton County.

This 14th day of July, 2022.

W. Woodland
Elections Superintendent
Fulton County Board of Registration and
Elections

(SEAL)

**A RESOLUTION OF THE MILTON CITY COUNCIL TO PROVIDE FOR A
REFERENDUM ON LOCAL HOMESTEAD TAX EXEMPTIONS**

WHEREAS on April 25, 2022, the Governor signed into law H.B. 1492, H.B. 1493, and H.B. 1497 (the "**Local Legislation**"), which provide for certain changes to senior homestead exemptions from City of Milton ad valorem taxes for municipal purposes as further described in the Local Legislation attached hereto as **Exhibit "A"**; and

WHEREAS, the Local Legislation provides that:

"The municipal election superintendent of the City of Milton shall call and conduct an election as provided in this section for the purpose of submitting [the Acts] to the electors of the City of Milton for approval or rejection. The election superintendent shall conduct that election on the Tuesday immediately following the first Monday in November, 2022, and shall issue the call and conduct that election as provided by general law. The election superintendent shall cause the date and purpose of the election to be published once a week for two weeks immediately preceding the date thereof in the official organ of the City of Milton."; and

WHEREAS, the City Council desires to hold the election with respect to each of the Acts as required under the Local Legislation; and

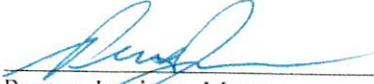
WHEREAS, the City Council further desires to enter into an intergovernmental agreement with Fulton County, Georgia, specifying the terms and conditions under which Fulton County will conduct such referendum election and perform the duties of the municipal election superintendent.

NOW, THEREFORE, BE IT RESOLVED, that the City of Milton does hereby authorize and direct that:

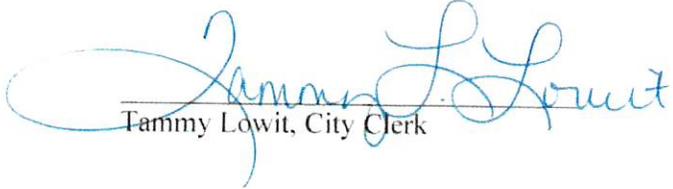
1. A referendum election on the approval or rejection of certain changes to senior homestead exemptions from City of Milton ad valorem taxes for municipal purposes shall be held on November 8, 2022, in accordance with the Local Legislation.
2. The City of Milton enter into an intergovernmental agreement with Fulton County, Georgia, in the form of **Exhibit "B"** attached hereto for purposes of conducting the election pursuant to the Local Legislation.

RESOLVED AND ADOPTED by the Milton City Council this 6th day of

July, 2022.


Peyton Jamison, Mayor

Attest:


Tammy Lowit, City Clerk



1 citizens and voters of its municipalities and school districts in assisting in funding all
2 future municipal and school district elections.

3 **NOW THEREFORE, BE IT HEREBY RESOLVED,** by the Board of
4 Commissioners of Fulton County that in even numbered years when Fulton County is
5 holding a regularly scheduled Primary, Primary runoff, General Election or General
6 Election runoff, the County will pay the costs of conducting municipal and school district
7 elections, and hereby waives the fees previously charged to municipalities and school
8 districts for administration of elections and for the reimbursement of overhead costs.

9 **BE IT FURTHER RESOLVED,** that in odd-numbered years when the
10 municipalities and school districts hold regularly scheduled and special elections, the
11 municipalities and school districts will pay for \$2.96 per registered voter for the election.
12 If a run off is required, the municipalities and school districts will pay \$2.46 per
13 registered voter. The payment of these per registered voter amounts is inclusive of the
14 provision of 10 early voting sites. Additional early voting sites could require additional
15 payment.

16 **BE IT FURTHER RESOLVED,** that in odd-numbered years, the municipalities,
17 and school districts will coordinate with Fulton County in setting the dates of elections
18 so as to mitigate the financial burden being shifted to Fulton County for the conduct of
19 elections.

20 **BE IT FURTHER RESOLVED,** this policy shall be in place for all Fulton County
21 municipalities and school districts beginning with elections in 2019 and shall be used as
22 the basis for any agreement with a municipality for the County to conduct their elections.

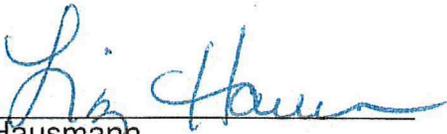
23 **BE IT FURTHER RESOLVED,** that this policy will be revisited in the year 2020

1 because of the State of Georgia's implementation of a new voting system and
2 anticipated rising costs of elections.

3 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its
4 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution
5 are hereby repealed to the extent of the conflict.

6 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
7 Georgia this 7th day of August, 2019.

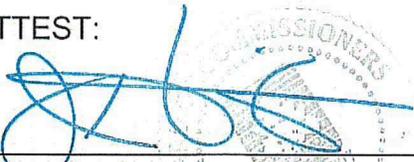
8
9 **SPONSORED BY:**

10 
11 _____
12 Liz Hausmann,
13 Commissioner, District 1



Bob Ellis
Commissioner, District 2

14
15
16 **ATTEST:**

17 
18 _____
19 Jesse A. Harris
20 Clerk to the Commission

16 **APPROVED AS TO FORM:**

17 
18 _____
19 Patrise Perkins-Hooker
20 County Attorney

ITEM # 19-0630 RM 8/7/19
REGULAR MEETING

**A RESOLUTION OF THE MILTON CITY COUNCIL TO PROVIDE FOR A
REFERENDUM ON LOCAL HOMESTEAD TAX EXEMPTIONS**

WHEREAS on April 25, 2022, the Governor signed into law H.B. 1492, H.B. 1493, and H.B. 1497 (the “**Local Legislation**”), which provide for certain changes to senior homestead exemptions from City of Milton ad valorem taxes for municipal purposes as further described in the Local Legislation attached hereto as **Exhibit “A”**; and

WHEREAS, the Local Legislation provides that:

“The municipal election superintendent of the City of Milton shall call and conduct an election as provided in this section for the purpose of submitting [the Acts] to the electors of the City of Milton for approval or rejection. The election superintendent shall conduct that election on the Tuesday immediately following the first Monday in November, 2022, and shall issue the call and conduct that election as provided by general law. The election superintendent shall cause the date and purpose of the election to be published once a week for two weeks immediately preceding the date thereof in the official organ of the City of Milton.”; and

WHEREAS, the City Council desires to hold the election with respect to each of the Acts as required under the Local Legislation; and

WHEREAS, the City Council further desires to enter into an intergovernmental agreement with Fulton County, Georgia, specifying the terms and conditions under which Fulton County will conduct such referendum election and perform the duties of the municipal election superintendent.

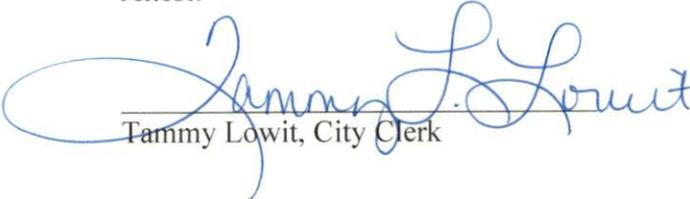
NOW, THEREFORE, BE IT RESOLVED, that the City of Milton does hereby authorize and direct that:

1. A referendum election on the approval or rejection of certain changes to senior homestead exemptions from City of Milton ad valorem taxes for municipal purposes shall be held on November 8, 2022, in accordance with the Local Legislation.
2. The City of Milton enter into an intergovernmental agreement with Fulton County, Georgia, in the form of **Exhibit “B”** attached hereto for purposes of conducting the election pursuant to the Local Legislation.

RESOLVED AND ADOPTED by the Milton City Council this 6th day of July, 2022.



Peyton Jamison, Mayor

Attest:


Tammy Lowit, City Clerk





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0531

Meeting Date: 8/17/2022

Department

Registration & Elections

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

Request approval of an Intergovernmental Agreement to conduct Special Elections for the City of Atlanta in conjunction with the General Election on November 8, 2022 and Runoff Election on December 6, 2022.

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

Under the provision of the Georgia Election Code, Section 21-2-45(c)(2), City may, by ordinance, authorize the County to conduct such election

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: Fulton County has been requested to conduct Special Referendum Elections for the City of Atlanta in conjunction with the General Election on November 8, 2022 and Runoff Election on December 6, 2022.

Per action of the Board of Commissioners on August 7, 2019, that in even-numbered years when Fulton County is holding a regularly scheduled Primary, Primary Runoff, General Election or General Election Runoff, the County will pay the costs of conducting municipal and school district elections.

Scope of Work: Intergovernmental Agreement for Fulton County to conduct Special Referendum

Elections for the City of Atlanta in conjunction with the General Election on November 8, 2022 and Runoff Election on December 6, 2022.

Community Impact: Registration and Elections staff is not aware of any community impact.

Department Recommendation: Department of Registration & Elections requests approval.

Project Implications: The approval of this proposed Intergovernmental Agreement will ensure the Department to follow state election laws.

Community Issues/Concerns: Department of Registration & Elections is not aware of any community issues or concerns with this proposed Intergovernmental Agreement (IGA).

Department Issues/Concerns: Department of Registration & Elections has no issues or concerns with this proposed Intergovernmental Agreement (IGA).

Exhibits Attached:

Exhibit 1: Intergovernmental Agreement Fulton County and City of Atlanta

Exhibit 2: Resolution Establishing a Policy between Municipalities and Fulton County
for Funding Elections and for other purposes

Exhibit 3: City of Atlanta Ordinance

Contact Information:

Nadine Williams, Interim Director, Registration and Elections, 404-612-3130

**INTERGOVERNMENTAL AGREEMENT FOR THE
PROVISION OF ELECTION SERVICES BETWEEN
FULTON COUNTY, GEORGIA and
CITY OF ATLANTA, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2022, between Fulton County, Georgia (“County”), a political subdivision of the State of Georgia, and the City of Atlanta, Georgia (“City”), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Fulton County Board of Registration and Elections (“BRE”) has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2 TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2022, unless otherwise terminated as set forth herein.

ARTICLE 3 DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 8, 2022:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

- f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 8, 2022 City Special election;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting the November 8, 2022 City special election at City polling places on City election days and for conducting recounts as may be required;
- i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

- a) Recommending early voting sites and hours of operation to the County.
- b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;
- d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

- g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;
- i) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

4.1 For City elections that are to be conducted contemporaneously with a countywide General Election, pursuant to this Agreement and to action of the Board of Commissioners on August 7, 2019, the City will not be charged for the cost of said election.

ARTICLE 5 LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the

County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6 EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7 RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 E-VERIFY AND TITLE VI

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

ARTICLE 9 AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 8, 2022 Special Election, including but not limited to the Notice of the Call of the Special Election and the Notice of the Special Election.

ARTICLE 10 TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 11 NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk via certified first-class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Fulton County Board of Registration and Elections
 Attn: Director
 130 Peachtree St SW, Suite 2186
 Atlanta, Georgia 30303
 Facsimile: 404.730.7024

With a copy to: Fulton County Office of the County Attorney
 Attn: County Attorney
 141 Pryor Street SW, Suite 4038
 Atlanta, Georgia 30303
 Facsimile: 404.730.6540

If to the City: City Clerk

With a copy to: City Attorney

ARTICLE 12 NON-ASSIGNABILITY

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

ARTICLE 13 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 14 SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 15 EBINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 16 COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

Chair, Board of Commissioners

Attest: _____
Clerk to Commission

Date: _____

ATTEST:

APPROVED AS TO FORM:

Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:



Nadine Williams
Interim Director, Fulton County Department
of Registration and Elections

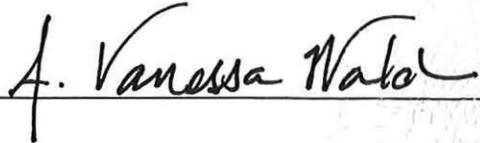
SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF ATLANTA, GEORGIA

 (SEAL)

Mayor

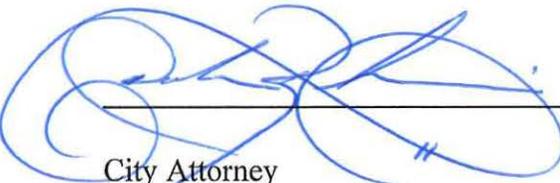
Date: _____



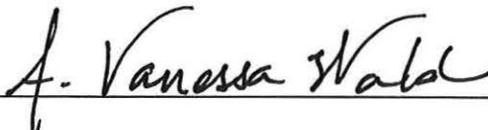
City Clerk

(SEAL) A. Vanessa Waldon
Deputy Municipal Clerk

APPROVED AS TO FORM:


City Attorney

APPROVED AS TO SUBSTANCE:



City Clerk

A. Vanessa Waldon
Deputy Municipal Clerk

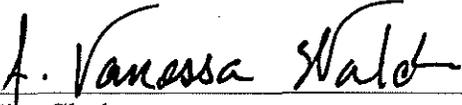
EXHIBIT A

As per the Agreement executed on _____, the City of Atlanta, hereby requests that Fulton County conduct its Special Election on November 8, 2022 within the boundary of Fulton County.

The last day to register to vote in this election is October 10, 2022.

The list of early voting locations will be forthcoming.

This _____ day of _____, 2022.

 (SEAL)

City Clerk A. Vanessa Waldon
 Deputy Municipal Clerk

The Fulton County Board of Registrations and Elections agrees to conduct the City of Atlanta Special Election on November 8, 2022, within the boundary of Fulton County.

This _____ day of _____, 2022.

(SEAL)
Elections Superintendent
Fulton County Board of Registration and
Elections

1 citizens and voters of its municipalities and school districts in assisting in funding all
2 future municipal and school district elections.

3 **NOW THEREFORE, BE IT HEREBY RESOLVED,** by the Board of
4 Commissioners of Fulton County that in even numbered years when Fulton County is
5 holding a regularly scheduled Primary, Primary runoff, General Election or General
6 Election runoff, the County will pay the costs of conducting municipal and school district
7 elections, and hereby waives the fees previously charged to municipalities and school
8 districts for administration of elections and for the reimbursement of overhead costs.

9 **BE IT FURTHER RESOLVED,** that in odd-numbered years when the
10 municipalities and school districts hold regularly scheduled and special elections, the
11 municipalities and school districts will pay for \$2.96 per registered voter for the election.
12 If a run off is required, the municipalities and school districts will pay \$2.46 per
13 registered voter. The payment of these per registered voter amounts is inclusive of the
14 provision of 10 early voting sites. Additional early voting sites could require additional
15 payment.

16 **BE IT FURTHER RESOLVED,** that in odd-numbered years, the municipalities,
17 and school districts will coordinate with Fulton County in setting the dates of elections
18 so as to mitigate the financial burden being shifted to Fulton County for the conduct of
19 elections.

20 **BE IT FURTHER RESOLVED,** this policy shall be in place for all Fulton County
21 municipalities and school districts beginning with elections in 2019 and shall be used as
22 the basis for any agreement with a municipality for the County to conduct their elections.

23 **BE IT FURTHER RESOLVED,** that this policy will be revisited in the year 2020

1 because of the State of Georgia's implementation of a new voting system and
2 anticipated rising costs of elections.

3 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its
4 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution
5 are hereby repealed to the extent of the conflict.

6 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
7 Georgia this 7th day of August, 2019.

8
9

SPONSORED BY:

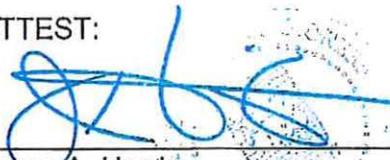
10 
11 _____
12 Liz Hausmann,
13 Commissioner, District 1



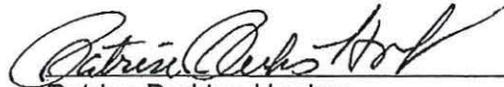
Bob Ellis
Commissioner, District 2

14
15

ATTEST:

16 
17 _____
18
19
20 Jesse A. Harris
21 Clerk to the Commission

APPROVED AS TO FORM:



Patrise Perkins-Hooker
County Attorney

22
23
24
25

P:\CALegislation\BOC\Resolutions\2019 Resolutions\Hausmann\8.7.19 Elections Funding. Hausmann.docx



**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1205

AN ORDINANCE BY COUNCILMEMBER ALEX WAN AS SUBSTITUTED BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE AUTHORIZING THE SALE OF PACKAGED ALCOHOLIC BEVERAGES ON SUNDAYS FROM 11:00 A.M UNTIL 12:00 A.M (MIDNIGHT) AT CERTAIN LICENSED RETAIL ESTABLISHMENTS, SUBJECT TO REFERENDUM APPROVAL; TO REGULATE AND PROVIDE FOR THE CALLING OF A SPECIAL ELECTION AND TO CALL A SPECIAL ELECTION THEREON; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta has an interest in maintaining the public health, safety and welfare of the citizens of the City of Atlanta and its visitors; and

WHEREAS, the City of Atlanta has an interest in regulating, through the lawful exercise of its police powers, the sale of alcoholic beverages for the public health, safety and welfare; and

WHEREAS, currently, retail merchants licensed to sell distilled spirits by the package, and licensed to sell wine or malt beverages by the package are only allowed to engage in the sale of such packaged alcoholic beverages Sunday from 12:30 p.m. and 11:30 p.m.; and

WHEREAS, during its 2020 session, the Georgia General Assembly passed House Bill (HB) 879 which relates to alcoholic beverages so as to provide that governing authorities of counties and municipalities may authorize sale of packaged alcoholic beverages during certain times on Sundays subject to the passage of a referendum; and

WHEREAS, specifically, HB 879 allows the City of Atlanta to authorize the sale of distilled spirits and wine and/or malt beverages by licensed retail merchants, on Sundays between the hours of 11:00 a.m. and 12:00 a.m. midnight; and

WHEREAS, it is the desire of the Atlanta City Council to amend the City of Atlanta Code of Ordinances to authorize such extended Sunday alcohol sales subject to and effective only upon the passage of a referendum authorizing such.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS, as follows:

Section 1: That there shall be called and there is hereby called a special election to be held in all precincts in the City, on the 8th of November 2022, for submitting to the voters of the City of Atlanta the question of authorizing Sunday sales of alcoholic beverages by licensed retail merchants on Sundays between the hours of 11:00 a.m. and 12:00 a.m. Midnight.

Section 2: That the Municipal Clerk/Election Superintendent shall “call” said referendum by publishing notice of the referendum in a newspaper of appropriate general circulation no less than ten (10) nor more than sixty (60) days after the date of approval of this Ordinance. The Municipal Clerk/Election

Superintendent shall thereafter set the date of the election for a day not less than 30 nor more than 60 days after the date of the issuance of the call. The Municipal Clerk/Election Superintendent shall cause the date and purpose of the election to be published in the official organ of the county once a week for two weeks immediately preceding the date thereof.

Section 3: That the ballot submitting the question of the extension of the hours of retail sale of alcoholic beverages between the hours of 11:00 a.m. and 12:00 a.m. Midnight shall have printed the word “YES” and the word “NO” in order that each voter may vote in either the affirmative or the negative as to the question propounded, and shall have written or printed thereon the following:

“() YES Shall the governing authority of the City of Atlanta be authorized to permit and regulate Sunday sales of malt beverages, wine, and distilled spirits by the drink from 11:00 A.M. to 12:00 Midnight () NO and by the package from 11:00 A.M. to 12:00 Midnight?”

Section 4: That the ballot shall have printed the word “YES” and the word “NO” in order that each voter may vote in either the affirmative or the negative as to the question propounded. The polls in each of the precincts within the City shall be opened at 7:00 a.m. and closed 7:00 p.m. on the day fixed for the election, and the election shall be held at the regular and established places for holding elections in the City. The election shall be held in accordance and in conformity with the Constitution and laws of the United States and the State of Georgia.

Section 5: That effective upon the passage of the referendum, Chapter 10, Article II, Division 5, Section 10-209 subsections (a) and (b) of the City of Atlanta Code of Ordinances shall be amended such that it shall read as follows (with permanent deletions in strikethrough font and permanent additions in underline font):

Sec. 10-209. - Hours of operation.

(a) Packaged distilled spirits. Retail merchants licensed to sell distilled spirits by the package, shall be allowed to engage in the sale of such distilled spirits between the hours of 8:00 a.m. and 12:00 a.m. midnight ~~11:45 p.m.~~ Monday through Saturday and on Sunday from 11:00 a.m. to 12:00 a.m. midnight ~~12:30 p.m. and 11:30 p.m.~~

(b) Packaged wine or malt beverages. Retail merchants licensed to sell wine or malt beverages by the package, shall be allowed to engage in the sale of such beverages 24 hours a day, Monday through Saturday and on Sunday from 11:00 a.m. to 12:00 a.m. midnight ~~12:30 p.m. and 11:30 p.m.~~ Notwithstanding this sub-subsection, a licensed farm winery tasting room located within a special entertainment district may sell packaged wine on Sunday from 12:30 p.m. until 12:00 midnight, as permitted by O.C.G.A. § 3-6-21.2.

Section 6: Section 5 of this Ordinance shall have no legal force, or effect, and the City of Atlanta Code of Ordinances shall not be amended as described therein, if not more than one-half of the votes cast on

the question put to the voters pursuant to the referendum authorized by this ordinance are for approval of such Sunday hours.

Section 7: All ordinances or parts thereof in conflict with this ordinance are hereby waived to the extent of the conflict.

Section 8: That the Municipal Clerk is instructed to retain all legislative history references in the codified version of Chapter 10, including Editor's notes, and shall not delete any such references, but shall amend them to include this ordinance.

A true copy,



A. Vanessa Waldon
Deputy Clerk

ADOPTED by the Atlanta City Council
APPROVED per City Charter Section 2-403

MAY 16, 2022
MAY 25, 2022



**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1205

AN ORDINANCE BY COUNCILMEMBER ALEX WAN AS SUBSTITUTED BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE AUTHORIZING THE SALE OF PACKAGED ALCOHOLIC BEVERAGES ON SUNDAYS FROM 11:00 A.M UNTIL 12:00 A.M (MIDNIGHT) AT CERTAIN LICENSED RETAIL ESTABLISHMENTS, SUBJECT TO REFERENDUM APPROVAL; TO REGULATE AND PROVIDE FOR THE CALLING OF A SPECIAL ELECTION AND TO CALL A SPECIAL ELECTION THEREON; AND FOR OTHER PURPOSES.

Workflow List:

Atlanta City Council	Completed	03/07/2022 1:00 PM
Public Safety & Legal Administration Committee	Completed	03/14/2022 2:00 PM
Atlanta City Council	Completed	03/21/2022 1:00 PM
Public Safety & Legal Administration Committee	Completed	03/28/2022 2:00 PM
Atlanta City Council	Completed	04/18/2022 1:00 PM
Public Safety & Legal Administration Committee	Completed	04/25/2022 2:00 PM
Atlanta City Council	Completed	05/02/2022 1:00 PM
Public Safety & Legal Administration Committee	Completed	05/09/2022 2:00 PM
Atlanta City Council	Completed	05/16/2022 1:00 PM

HISTORY:

03/07/22 Atlanta City Council REFERRED WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION	Next: 3/14/2022 2:00 PM
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03/14/22 Public Safety & Legal Administration Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE [UNANIMOUS]	Next: 3/21/2022 1:00 PM
MOVER:	Dustin Hillis, Chair, District 9	
SECONDER:	Michael Julian Bond, Post 1 At-Large	
AYES:	Hillis, Bond, Boone, Norwood, Overstreet, Waites	
ABSENT:	Byron D Amos	

03/21/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 3/28/2022 2:00 PM
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03/28/22 Public Safety & Legal Administration Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 4/18/2022 1:00 PM
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04/18/22 Atlanta City Council RETURNED AS HELD

LEGISLATION HISTORY – BLUE BACK

RESULT: **RETURNED AS HELD** **Next: 4/25/2022 2:00 PM**

04/25/22 Public Safety & Legal Administration Committee HELD IN COMMITTEE

RESULT: **HELD IN COMMITTEE** **Next: 5/2/2022 1:00 PM**

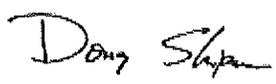
05/02/22 Atlanta City Council RETURNED AS HELD

RESULT: **RETURNED AS HELD** **Next: 5/9/2022 2:00 PM**

05/09/22 Public Safety & Legal Administration Committee FAVORABLE ON
SUBSTITUTE

RESULT: **FAVORABLE ON SUBSTITUTE [UNANIMOUS]** **Next: 5/16/2022 1:00 PM**
MOVER: Dustin Hillis, Chair, District 9
SECONDER: Mary Norwood, District 8
AYES: Hillis, Amos, Bond, Boone, Norwood, Overstreet, Waites

RESULT: **ADOPTED ON SUBSTITUTE BY CONSENT VOTE [13 TO 0]**
MOVER: Alex Wan, Councilmember, District 6
SECONDER: Howard Shook, Councilmember, District 7
AYES: Bond, Westmoreland, Waites, Winston, Farokhi, Dozier, Wan, Shook, Norwood,
Hillis, Boone, Overstreet, Lewis
AWAY: Byron D Amos, Liliana Bakhtiari

Certified by Presiding Officer	Certified by Clerk
<p>CERTIFIED</p> <p>5/16/2022</p> <p>ATLANTA CITY COUNCIL PRESIDENT</p> 	<p>CERTIFIED</p> <p>5/16/2022</p> <p>MUNICIPAL CLERK</p> 
<p>Mayor's Action</p> <p><i>See Authentication Page Attachment</i></p>	

ADOPTED BY COUNCIL

05/16/2022

MAYOR'S ACTION AUTHENTICATION PAGE



22-O-1205

**Adopted by the Atlanta City Council
May 16, 2022**

APPROVED

MAY 25 2022

**WITHOUT SIGNATURE
BY OPERATION OF LAW**

MAYOR'S ACTION

1 citizens and voters of its municipalities and school districts in assisting in funding all
2 future municipal and school district elections.

3 **NOW THEREFORE, BE IT HEREBY RESOLVED,** by the Board of
4 Commissioners of Fulton County that in even numbered years when Fulton County is
5 holding a regularly scheduled Primary, Primary runoff, General Election or General
6 Election runoff, the County will pay the costs of conducting municipal and school district
7 elections, and hereby waives the fees previously charged to municipalities and school
8 districts for administration of elections and for the reimbursement of overhead costs.

9 **BE IT FURTHER RESOLVED,** that in odd-numbered years when the
10 municipalities and school districts hold regularly scheduled and special elections, the
11 municipalities and school districts will pay for \$2.96 per registered voter for the election.
12 If a run off is required, the municipalities and school districts will pay \$2.46 per
13 registered voter. The payment of these per registered voter amounts is inclusive of the
14 provision of 10 early voting sites. Additional early voting sites could require additional
15 payment.

16 **BE IT FURTHER RESOLVED,** that in odd-numbered years, the municipalities,
17 and school districts will coordinate with Fulton County in setting the dates of elections
18 so as to mitigate the financial burden being shifted to Fulton County for the conduct of
19 elections.

20 **BE IT FURTHER RESOLVED,** this policy shall be in place for all Fulton County
21 municipalities and school districts beginning with elections in 2019 and shall be used as
22 the basis for any agreement with a municipality for the County to conduct their elections.

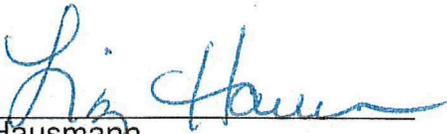
23 **BE IT FURTHER RESOLVED,** that this policy will be revisited in the year 2020

1 because of the State of Georgia's implementation of a new voting system and
2 anticipated rising costs of elections.

3 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its
4 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution
5 are hereby repealed to the extent of the conflict.

6 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
7 Georgia this 7th day of August, 2019.

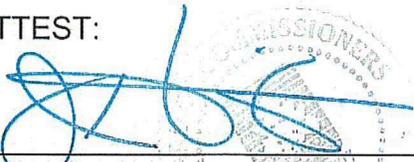
8
9 **SPONSORED BY:**

10 
11 _____
12 Liz Hausmann,
13 Commissioner, District 1



Bob Ellis
Commissioner, District 2

14
15
16 **ATTEST:**

17 
18 _____
19 Jesse A. Harris
20 Clerk to the Commission

16 **APPROVED AS TO FORM:**

17 
18 _____
19 Patrise Perkins-Hooker
20 County Attorney

ITEM # 19-0630 RM 8/7/19
REGULAR MEETING



**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1205

AN ORDINANCE BY COUNCILMEMBER ALEX WAN AS SUBSTITUTED BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE AUTHORIZING THE SALE OF PACKAGED ALCOHOLIC BEVERAGES ON SUNDAYS FROM 11:00 A.M UNTIL 12:00 A.M (MIDNIGHT) AT CERTAIN LICENSED RETAIL ESTABLISHMENTS, SUBJECT TO REFERENDUM APPROVAL; TO REGULATE AND PROVIDE FOR THE CALLING OF A SPECIAL ELECTION AND TO CALL A SPECIAL ELECTION THEREON; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta has an interest in maintaining the public health, safety and welfare of the citizens of the City of Atlanta and its visitors; and

WHEREAS, the City of Atlanta has an interest in regulating, through the lawful exercise of its police powers, the sale of alcoholic beverages for the public health, safety and welfare; and

WHEREAS, currently, retail merchants licensed to sell distilled spirits by the package, and licensed to sell wine or malt beverages by the package are only allowed to engage in the sale of such packaged alcoholic beverages Sunday from 12:30 p.m. and 11:30 p.m.; and

WHEREAS, during its 2020 session, the Georgia General Assembly passed House Bill (HB) 879 which relates to alcoholic beverages so as to provide that governing authorities of counties and municipalities may authorize sale of packaged alcoholic beverages during certain times on Sundays subject to the passage of a referendum; and

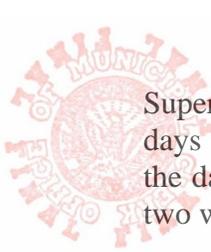
WHEREAS, specifically, HB 879 allows the City of Atlanta to authorize the sale of distilled spirits and wine and/or malt beverages by licensed retail merchants, on Sundays between the hours of 11:00 a.m. and 12:00 a.m. midnight; and

WHEREAS, it is the desire of the Atlanta City Council to amend the City of Atlanta Code of Ordinances to authorize such extended Sunday alcohol sales subject to and effective only upon the passage of a referendum authorizing such.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS, as follows:

Section 1: That there shall be called and there is hereby called a special election to be held in all precincts in the City, on the 8th of November 2022, for submitting to the voters of the City of Atlanta the question of authorizing Sunday sales of alcoholic beverages by licensed retail merchants on Sundays between the hours of 11:00 a.m. and 12:00 a.m. Midnight.

Section 2: That the Municipal Clerk/Election Superintendent shall “call” said referendum by publishing notice of the referendum in a newspaper of appropriate general circulation no less than ten (10) nor more than sixty (60) days after the date of approval of this Ordinance. The Municipal Clerk/Election



Superintendent shall thereafter set the date of the election for a day not less than 30 nor more than 60 days after the date of the issuance of the call. The Municipal Clerk/Election Superintendent shall cause the date and purpose of the election to be published in the official organ of the county once a week for two weeks immediately preceding the date thereof.

Section 3: That the ballot submitting the question of the extension of the hours of retail sale of alcoholic beverages between the hours of 11:00 a.m. and 12:00 a.m. Midnight shall have printed the word “YES” and the word “NO” in order that each voter may vote in either the affirmative or the negative as to the question propounded, and shall have written or printed thereon the following:

“() YES Shall the governing authority of the City of Atlanta be authorized to permit and regulate Sunday sales of malt beverages, wine, and distilled spirits by the drink from 11:00 A.M. to 12:00 Midnight () NO and by the package from 11:00 A.M. to 12:00 Midnight?”

Section 4: That the ballot shall have printed the word “YES” and the word “NO” in order that each voter may vote in either the affirmative or the negative as to the question propounded. The polls in each of the precincts within the City shall be opened at 7:00 a.m. and closed 7:00 p.m. on the day fixed for the election, and the election shall be held at the regular and established places for holding elections in the City. The election shall be held in accordance and in conformity with the Constitution and laws of the United States and the State of Georgia.

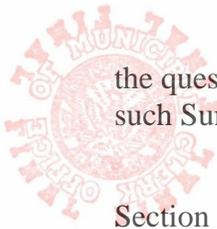
Section 5: That effective upon the passage of the referendum, Chapter 10, Article II, Division 5, Section 10-209 subsections (a) and (b) of the City of Atlanta Code of Ordinances shall be amended such that it shall read as follows (with permanent deletions in strikethrough font and permanent additions in underline font):

Sec. 10-209. - Hours of operation.

(a) Packaged distilled spirits. Retail merchants licensed to sell distilled spirits by the package, shall be allowed to engage in the sale of such distilled spirits between the hours of 8:00 a.m. and 12:00 a.m. midnight ~~11:45 p.m.~~ Monday through Saturday and on Sunday from 11:00 a.m. to 12:00 a.m. midnight ~~12:30 p.m. and 11:30 p.m.~~

(b) Packaged wine or malt beverages. Retail merchants licensed to sell wine or malt beverages by the package, shall be allowed to engage in the sale of such beverages 24 hours a day, Monday through Saturday and on Sunday from 11:00 a.m. to 12:00 a.m. midnight, ~~12:30 p.m. and 11:30 p.m.~~ Notwithstanding this sub-subsection, a licensed farm winery tasting room located within a special entertainment district may sell packaged wine on Sunday from 12:30 p.m. until 12:00 midnight, as permitted by O.C.G.A. § 3-6-21.2.

Section 6: Section 5 of this Ordinance shall have no legal force, or effect, and the City of Atlanta Code of Ordinances shall not be amended as described therein, if not more than one-half of the votes cast on



the question put to the voters pursuant to the referendum authorized by this ordinance are for approval of such Sunday hours.

Section 7: All ordinances or parts thereof in conflict with this ordinance are hereby waived to the extent of the conflict.

Section 8: That the Municipal Clerk is instructed to retain all legislative history references in the codified version of Chapter 10, including Editor's notes, and shall not delete any such references, but shall amend them to include this ordinance.

A true copy,

A. Vanessa Waldon
Deputy Clerk

**ADOPTED by the Atlanta City Council
APPROVED per City Charter Section 2-403**

**MAY 16, 2022
MAY 25, 2022**



CITY COUNCIL
ATLANTA, GEORGIA

22-O-1205

AN ORDINANCE BY COUNCILMEMBER ALEX WAN AS SUBSTITUTED BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE AUTHORIZING THE SALE OF PACKAGED ALCOHOLIC BEVERAGES ON SUNDAYS FROM 11:00 A.M UNTIL 12:00 A.M (MIDNIGHT) AT CERTAIN LICENSED RETAIL ESTABLISHMENTS, SUBJECT TO REFERENDUM APPROVAL; TO REGULATE AND PROVIDE FOR THE CALLING OF A SPECIAL ELECTION AND TO CALL A SPECIAL ELECTION THEREON; AND FOR OTHER PURPOSES.

Workflow List:

Atlanta City Council	Completed	03/07/2022 1:00 PM
Public Safety & Legal Administration Committee	Completed	03/14/2022 2:00 PM
Atlanta City Council	Completed	03/21/2022 1:00 PM
Public Safety & Legal Administration Committee	Completed	03/28/2022 2:00 PM
Atlanta City Council	Completed	04/18/2022 1:00 PM
Public Safety & Legal Administration Committee	Completed	04/25/2022 2:00 PM
Atlanta City Council	Completed	05/02/2022 1:00 PM
Public Safety & Legal Administration Committee	Completed	05/09/2022 2:00 PM
Atlanta City Council	Completed	05/16/2022 1:00 PM

HISTORY:

03/07/22 Atlanta City Council REFERRED WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION	Next: 3/14/2022 2:00 PM
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03/14/22 Public Safety & Legal Administration CommitteeHELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE [UNANIMOUS]	Next: 3/21/2022 1:00 PM
MOVER:	Dustin Hillis, Chair, District 9	
SECONDER:	Michael Julian Bond, Post 1 At-Large	
AYES:	Hillis, Bond, Boone, Norwood, Overstreet, Waites	
ABSENT:	Byron D Amos	

03/21/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 3/28/2022 2:00 PM
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03/28/22 Public Safety & Legal Administration CommitteeHELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 4/18/2022 1:00 PM
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04/18/22 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD **Next: 4/25/2022 2:00 PM**

04/25/22 Public Safety & Legal Administration Committee HELD IN COMMITTEE

RESULT: HELD IN COMMITTEE **Next: 5/2/2022 1:00 PM**

05/02/22 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD **Next: 5/9/2022 2:00 PM**

05/09/22 Public Safety & Legal Administration Committee FAVORABLE ON
SUBSTITUTE

RESULT: FAVORABLE ON SUBSTITUTE [UNANIMOUS] **Next: 5/16/2022 1:00 PM**
MOVER: Dustin Hillis, Chair, District 9
SECONDER: Mary Norwood, District 8
AYES: Hillis, Amos, Bond, Boone, Norwood, Overstreet, Waites

RESULT: ADOPTED ON SUBSTITUTE BY CONSENT VOTE [13 TO 0]
MOVER: Alex Wan, Councilmember, District 6
SECONDER: Howard Shook, Councilmember, District 7
AYES: Bond, Westmoreland, Waites, Winston, Farokhi, Dozier, Wan, Shook, Norwood, Hillis, Boone, Overstreet, Lewis
AWAY: Byron D Amos, Liliana Bakhtiari

Certified by Presiding Officer	Certified by Clerk
<p>CERTIFIED</p> <p>5/16/2022</p> <p>ATLANTA CITY COUNCIL PRESIDENT</p> 	<p>CERTIFIED</p> <p>5/16/2022</p> <p>MUNICIPAL CLERK</p> 
<p>Mayor's Action</p> <p><i>See Authentication Page Attachment</i></p>	

ADOPTED BY COUNCIL

05/16/2022

MAYOR'S ACTION AUTHENTICATION PAGE



22-O-1205

**Adopted by the Atlanta City Council
May 16, 2022**

APPROVED
MAY 25 2022
WITHOUT SIGNATURE
BY OPERATION OF LAW
MAYOR'S ACTION



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0532

Meeting Date: 8/17/2022

Department

Registration & Elections

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

Request approval of an Intergovernmental Agreement to conduct Special Elections for the City of East Point in conjunction with the General Election on November 8, 2022 and Runoff Election on December 6, 2022.

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

Under the provision of the Georgia Election Code, Section 21-2-45(c)(2), City may, by ordinance, authorize the County to conduct such election.

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: Fulton County has been requested to conduct Special Referendum Elections for the City of East Point in conjunction with the General Election on November 8, 2022 and Runoff Election on December 6, 2022.

Per action of the Board of Commissioners on August 7, 2019, that in even-numbered years when Fulton County is holding a regularly scheduled Primary, Primary Runoff, General Election or General Election Runoff, the County will pay the costs of conducting municipal and school district elections.

Scope of Work: Intergovernmental Agreement for Fulton County to conduct Special Referendum

Elections for the City of East Point in conjunction with the General Election on November 8, 2022 and Runoff Election on December 6, 2022.

Community Impact: Registration and Elections staff is not aware of any community impact.

Department Recommendation: Department of Registration & Elections requests approval.

Project Implications: The approval of this proposed Intergovernmental Agreement will ensure the Department to follow state election laws.

Community Issues/Concerns: Department of Registration & Elections is not aware of any community issues or concerns with this proposed Intergovernmental Agreement (IGA).

Department Issues/Concerns: Department of Registration & Elections has no issues or concerns with this proposed Intergovernmental Agreement (IGA).

Exhibits Attached:

Exhibit 1: Intergovernmental Agreement Fulton County and City of East Point

Exhibit 2: Resolution Establishing a Policy between Municipalities and Fulton County
for Funding Elections and for other purposes

Exhibit 3: City of East Point - Resolution

Exhibit 4: City of East Point - Office Build Survey

Contact Information:

Nadine Williams, Interim Director, Registration and Elections, 404-612-3130

**INTERGOVERNMENTAL AGREEMENT FOR THE
PROVISION OF ELECTION SERVICES BETWEEN
FULTON COUNTY, GEORGIA and
CITY OF EAST POINT, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 18th day of July, 2022, between Fulton County, Georgia (“County”), a political subdivision of the State of Georgia, and the City of East Point, Georgia (“City”), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Fulton County Board of Registration and Elections (“BRE”) has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2 TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2022, unless otherwise terminated as set forth herein.

ARTICLE 3 DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 8, 2022:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

- f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 8, 2022 City Special election;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting the November 8, 2022 City special election at City polling places on City election days and for conducting recounts as may be required;
- i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

- a) Recommending early voting sites and hours of operation to the County.
- b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;
- d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

- g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;
- i) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

**ARTICLE 4 COMPENSATION AND
CONSIDERATION**

4.1 For City elections that are to be conducted contemporaneously with a countywide General Election, pursuant to this Agreement and to action of the Board of Commissioners on August 7, 2019, the City will not be charged for the cost of said election.

ARTICLE 5 LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the

County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6 EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7 RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 E-VERIFY AND TITLE VI

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

ARTICLE 9 AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 8, 2022 Special Election, including but not limited to the Notice of the Call of the Special Election and the Notice of the Special Election.

ARTICLE 10 TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 11 NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk via certified first-class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Fulton County Board of Registration and Elections
 Attn: Director
 130 Peachtree St SW, Suite 2186
 Atlanta, Georgia 30303
 Facsimile: 404.730.7024

With a copy to: Fulton County Office of the County Attorney
 Attn: County Attorney
 141 Pryor Street SW, Suite 4038
 Atlanta, Georgia 30303
 Facsimile: 404.730.6540

If to the City: City Clerk

With a copy to: City Attorney

ARTICLE 12 NON-ASSIGNABILITY

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

ARTICLE 13 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 14 SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 15 EBINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 16 COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

Chair, Board of Commissioners

Attest: _____
Clerk to Commission

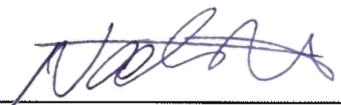
Date: _____

ATTEST:

APPROVED AS TO FORM:

Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:



Nadine Williams
Interim Director, Fulton County Department
of Registration and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF EAST POINT, GEORGIA

Deana Holiday Ingraham

AF32062C45613E707519AE34173445EA contractworks (SEAL)

Mayor

Date: 07/20/2022

APPROVED AS TO FORM:

Brad Bowman

F88E2708362A035D4041864FC16E0272 contractworks

City Attorney

Keshia McCullough

DBFE209E5ECDFB4B8B9DF0953813E16D

City Clerk



APPROVED AS TO SUBSTANCE:

Keshia McCullough

DBFE209E5ECDFB4B8B9DF0953813E16D contractworks

City Clerk

EXHIBIT A

As per the Agreement executed on July 18, 2022, the City of East Point, hereby requests that Fulton County conduct its Special Election on November 8, 2022 within the boundary of Fulton County.

The last day to register to vote in this election is October 10, 2022.

The list of early voting locations will be forthcoming.

This 18th day of July, 2022

Keshia McCullough

DBFE209E5ECD4B88B9DF0953813E16D contractworks

City Clerk



The Fulton County Board of Registrations and Elections agrees to conduct the City of East Point Special Election on November 8, 2022, within the boundary of Fulton County.

This _____ day of _____, 2022.

(SEAL)

Elections Superintendent
Fulton County Board of Registration and
Elections

1 citizens and voters of its municipalities and school districts in assisting in funding all
2 future municipal and school district elections.

3 **NOW THEREFORE, BE IT HEREBY RESOLVED,** by the Board of
4 Commissioners of Fulton County that in even numbered years when Fulton County is
5 holding a regularly scheduled Primary, Primary runoff, General Election or General
6 Election runoff, the County will pay the costs of conducting municipal and school district
7 elections, and hereby waives the fees previously charged to municipalities and school
8 districts for administration of elections and for the reimbursement of overhead costs.

9 **BE IT FURTHER RESOLVED,** that in odd-numbered years when the
10 municipalities and school districts hold regularly scheduled and special elections, the
11 municipalities and school districts will pay for \$2.96 per registered voter for the election.
12 If a run off is required, the municipalities and school districts will pay \$2.46 per
13 registered voter. The payment of these per registered voter amounts is inclusive of the
14 provision of 10 early voting sites. Additional early voting sites could require additional
15 payment.

16 **BE IT FURTHER RESOLVED,** that in odd-numbered years, the municipalities,
17 and school districts will coordinate with Fulton County in setting the dates of elections
18 so as to mitigate the financial burden being shifted to Fulton County for the conduct of
19 elections.

20 **BE IT FURTHER RESOLVED,** this policy shall be in place for all Fulton County
21 municipalities and school districts beginning with elections in 2019 and shall be used as
22 the basis for any agreement with a municipality for the County to conduct their elections.

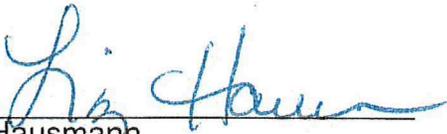
23 **BE IT FURTHER RESOLVED,** that this policy will be revisited in the year 2020

1 because of the State of Georgia's implementation of a new voting system and
2 anticipated rising costs of elections.

3 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its
4 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution
5 are hereby repealed to the extent of the conflict.

6 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
7 Georgia this 7th day of August, 2019.

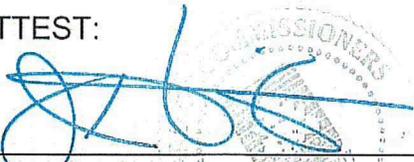
8
9 **SPONSORED BY:**

10 
11 _____
12 Liz Hausmann,
13 Commissioner, District 1



Bob Ellis
Commissioner, District 2

14
15
16 **ATTEST:**

17 
18 _____
19 Jesse A. Harris
20 Clerk to the Commission

16 **APPROVED AS TO FORM:**

17 
18 _____
19 Patrise Perkins-Hooker
20 County Attorney

ITEM # 19-0630 RM 8/7/19
REGULAR MEETING

A RESOLUTION OF THE CITY OF EAST POINT GEORGIA AUTHORIZING THE CALL OF A SPECIAL ELECTION TO FILL THE UNEXPIRED BALANCE OF THE WARD B COUNCILMEMBER OFFICE ON NOVEMBER 8, 2022; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority of the City of East Point, Georgia is the Mayor and Council thereof; and

WHEREAS, the City of East Point is a Georgia Municipal Corporation; and

WHEREAS, Pursuant to Georgia law, Thomas Calloway resigned from the office of Ward B Councilmember on the East Point City Council on March 11, 2022, upon his qualification to seek election to the Georgia House of Representatives; and

WHEREAS, East Point Charter Section 3-104 states that in the case of any vacancy in the office of the Mayor or a Councilmember, the City Council shall order a special election to fill the balance of the unexpired term; and

WHEREAS, Pursuant to Georgia law and East Point Charter Section 3-105, Special Elections are governed by the Georgia Election Code, O.C.G.A. § 21-2-1 et seq.; and

WHEREAS, O.C.G.A. § 21-2-540(c)(1)(B) provides potential special election dates for those special elections taking place in even numbered years; and

WHEREAS, the only available special election date in compliance with the Georgia Election code to fill the unexpired term of the Ward B Councilmember in this instance is the Tuesday after the first Monday in November, which falls on November 8, 2022, in conjunction with the state-wide general election; and

WHEREAS, O.C.G.A. § 21-2-540(b) requires that a special election held in conjunction with a state-wide general election be called at least 90 days prior to the date of the special election.

NOW, THEREFORE, BE IT RESOLVED, by the City of East Point as follows:

Section 1: Call of Special Election

- a) The Mayor and Council authorize and direct the City Clerk, as Election Superintendent for the City of East Point, to publish the call of a special election to fill the unexpired balance of the current term of office for the Ward B City Council seat (“the Special Election”);
- b) The Special Election shall be held on November 8, 2022, in conjunction with the state-wide general election.

Section 2: Qualifying Dates and Fees

The Qualifying Dates and Times as well as the Qualifying Fees shall be established by separate resolution.

Section 3:

Should any provision of this resolution be rendered invalid by any court of law, the remaining provisions shall continue in force and effect until amended or repealed by action of the governing authority.

Section 4:

The City Clerk, with the concurrence of the City Attorney, is authorized to correct any scrivener’s errors, including technicalities of the ballot language, found in this resolution as enacted.

Section 5:

This resolution shall become effective upon passage.

[Signatures Appear on Following Page]

BE IT SO RESOLVED, this 18th day of July, 2022.

CITY OF EAST POINT, GEORGIA

Deana Holiday Ingraham
BY: AF32062C45613E707519AE34173445EA contractworks
Deana Holiday Ingraham, Mayor

APPROVED AS TO FORM:

Brad Bowman
F88E2700362A035D4041864FC16E0272 contractworks
City Attorney

ATTEST:

Keshia McCullough
DBFE209E5ECDFB4B8B9DF0953813E16D contractworks
City Clerk

OFFICE BUILD SURVEY

How to complete the survey

On the following form ask for information about offices to be filled in the upcoming election. You can enter up to three offices per page. You need to complete a separate entry for each office.

Below, you will find a brief description of each required field:

1. Check One: Partisan - or - Nonpartisan—is this office a partisan office or nonpartisan? Check one
2. Vote For (Numeric Answer) — how many candidates can the voter choose? Can the voter vote for one candidate or more than one candidate for this office?
3. Office Name— Enter the office name as it should appear on the ballot and official documents. Example:
County Commissioner, District 1
4. Office Type (Check One)
 - Countywide = all county voters are eligible
 - County Race = districted office where only voters within the county district are eligible
 - Municipal Wide = all municipal voters are eligible
 - Municipal Race = districted office where only voters within the municipal district are eligible
5. Office Term Start Date— when will this elected official begin their term?
6. Office Term End Date— when will this elected official term end?
7. Qualifying Fee— what is the qualifying fee set by your governing authority for this office?
8. Is this a Special Election for this Office? - Please answer Yes or No.
9. Additional Notes—Is there anything else about this office that your liaison should know before building it into the system?

County or Municipality: Fulton

Submitted By (Name): Keshia McCullough

Election Date: November 8, 2022

Phone Number: 404-270-7090

Election Conducted by (Check One): County Municipality (Name): _____

Office Details

Check One: Partisan - or - Nonpartisan

Vote For: 1

Office Name: Ward B Councilmember

Office Type (Check One): Countywide County Race Municipal Wide Municipal Race

District Value (if applicable): Ward B

Office Term Start Date: 11 / 9 / 22

Office Term End Date: 12 / 31 / 22

Qualifying Fee: \$ \$480

Is this a Special Election for this Office? Yes - Ward B

Additional Notes: The former Ward B Councilmember vacated his seat earlier this year to run for a State Representative seat.

Office Details

Check One: Partisan - or - Nonpartisan

Vote For: _____

Office Name: _____

Office Type (Check One): Countywide County Race Municipal Wide Municipal Race

District Value (if applicable): _____

Office Term Start Date: ___/___/___

Office Term End Date: ___/___/___

Qualifying Fee: \$ _____

Is this a Special Election for this Office? _____

Additional Notes: _____



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0533

Meeting Date: 8/3/2022

Department

Registration & Elections

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

Request approval of an Intergovernmental Agreement to conduct Special Elections for the City of Roswell in conjunction with the General Election on November 8, 2022 and Runoff Election on December 6, 2022.

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

Under the provision of the Georgia Election Code, Section 21-2-45(c)(2), City may, by ordinance, authorize the County to conduct such election.

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: Fulton County has been requested to conduct Special Referendum Elections for the City of Roswell in conjunction with the General Election on November 8, 2022 and Runoff Election on December 6, 2022.

Per action of the Board of Commissioners on August 7, 2019, that in even-numbered years when Fulton County is holding a regularly scheduled Primary, Primary Runoff, General Election or General Election Runoff, the County will pay the costs of conducting municipal and school district elections.

Scope of Work: Intergovernmental Agreement for Fulton County to conduct Special Referendum

Elections for the City of Roswell in conjunction with the General Election on November 8, 2022 and Runoff Election on December 6, 2022.

Community Impact: Registration and Elections staff is not aware of any community impact.

Department Recommendation: Department of Registration & Elections requests approval.

Project Implications: The approval of this proposed Intergovernmental Agreement will ensure the Department to follow state election laws.

Community Issues/Concerns: Department of Registration & Elections is not aware of any community issues or concerns with this proposed Intergovernmental Agreement (IGA).

Department Issues/Concerns: Department of Registration & Elections has no issues or concerns with this proposed Intergovernmental Agreement (IGA).

Exhibits Attached:

Exhibit 1: Intergovernmental Agreement Fulton County and City of Roswell

Exhibit 2: Resolution Establishing a Policy between Municipalities and Fulton County
for Funding Elections and for other purposes

Exhibit 3A: Roswell Resolution- Recreation, parks, bicycle and pedestrian paths, and sidewalks

Exhibit 3B: Roswell Resolution- Public Safety

Exhibit 3C: Roswell Resolution - Parking Deck

Contact Information:

Nadine Williams, Interim Director, Registration and Elections, 404-612-3130

**INTERGOVERNMENTAL AGREEMENT FOR THE
PROVISION OF ELECTION SERVICES BETWEEN
FULTON COUNTY, GEORGIA and
CITY OF ROSWELL, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 14th day of July, 2022, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Roswell, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Fulton County Board of Registration and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A. § 21-2540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2 TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2022, unless otherwise terminated as set forth herein.

ARTICLE 3 DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 8, 2022:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

- f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 8, 2022 City Special election;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting the November 8, 2022 City special election at City polling places on City election days and for conducting recounts as may be required;
- i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

- a) Recommending early voting sites and hours of operation to the County.
- b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;
- d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

- g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;
- i) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

4.1 For City elections that are to be conducted contemporaneously with a countywide General Election, pursuant to this Agreement and to action of the Board of Commissioners on August 7, 2019, the City will not be charged for the cost of said election.

ARTICLE 5 LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the

County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6 EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7 RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 E-VERIFY AND TITLE VI

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

ARTICLE 9 AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 8, 2022 Special Election, including but not limited to the Notice of the Call of the Special Election and the Notice of the Special Election.

ARTICLE 10 TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 11 NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk via certified first-class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Fulton County Board of Registration and Elections
 Attn: Director
 130 Peachtree St SW, Suite 2186
 Atlanta, Georgia 30303
 Facsimile: 404.730.7024

With a copy to: Fulton County Office of the County Attorney
 Attn: County Attorney
 141 Pryor Street SW, Suite 4038
 Atlanta, Georgia 30303
 Facsimile: 404.730.6540

If to the City: City Clerk, *Marlee Press*
 38 Hill Street
 Roswell, GA 30075

With a copy to: City Attorney, *David Davidson*
 38 Hill Street
 Roswell, GA 30075

ARTICLE 12 NON-ASSIGNABILITY

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

ARTICLE 13 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 14 SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 15 EBINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 16 COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

Chair, Board of Commissioners

Attest: _____
Clerk to Commission

Date: _____

ATTEST:

APPROVED AS TO FORM:

Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:



Nadine Williams
Interim Director, Fulton County Department
of Registration and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF ROSWELL, GEORGIA

Thad M. W. (SEAL)

Mayor

Date: 7/12/22

APPROVED AS TO FORM:

Michael D.

City Attorney

Maree Press

City Clerk (SEAL)



APPROVED AS TO SUBSTANCE:

Maree Press

City Clerk



EXHIBIT A

As per the Agreement executed on July 12, 2022, the City of Roswell, hereby requests that Fulton County conduct its Special Election on November 8, 2022 within the boundary of Fulton County.

The last day to register to vote in this election is October 11, 2022.

The list of early voting locations will be forthcoming.

This 12th day of July, 2022.

Marilyn Press (SEAL)
City Clerk



The Fulton County Board of Registrations and Elections agrees to conduct the City of Roswell Special Election on November 8, 2022, within the boundary of Fulton County.

This 14th day of July, 2022.

Cheryl Woodland (SEAL)
Elections Superintendent
Fulton County Board of Registration and
Elections

STATE OF GEORGIA

Ordinance No. 2022-07-06

COUNTY OF FULTON

Reading: July 11, 2022

**AN ORDINANCE OF THE CITY COUNCIL TO
AUTHORIZE FULTON COUNTY TO CONDUCT ELECTION**

WHEREAS, on November 8, 2022 a special election will be held in the City of Roswell in conjunction with the 2022 General Election to fill the unexpired term of the Councilmember in Post 1 and for the possible issuance of general obligation bonds; and

WHEREAS, O.C.G.A. § 21-2-45 provides that a municipality may authorize and contract with a county to conduct elections; and

WHEREAS, the City of Roswell, Georgia lies wholly within Fulton County; and

WHEREAS, the Mayor and Council of the City of Roswell have determined that an emergency exist under the Roswell City Charter Section Ch.3.190 allowing for only one reading of an ordinance in order to meet deadlines to have Fulton County conduct such election for the City of Roswell during the 2022 General Election:

1.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF ROSWELL, and it is hereby ordained and established by authority of the same, that the Mayor is authorized to enter into a contract with the Fulton County Department of Registrations and Elections to conduct this election using ExpressPoll or other such measures approved by the Georgia Secretary of State, which contract is attached hereto and incorporated herein.

2.

All ordinances, parts of ordinances, or regulations in conflict herewith are repealed as of the effective date of this Ordinance.

3.

Severability. Should any section of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

4.

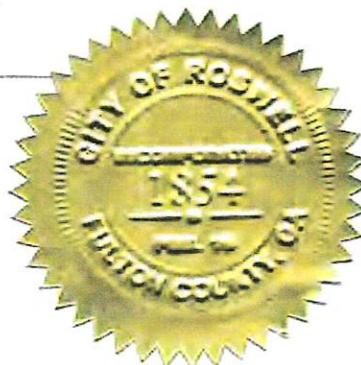
This Ordinance shall take effect and be in force from and after the date of its adoption, the public welfare demanding it.

The above Ordinance having been read according to law is hereby approved by the Mayor and Council of the City of Roswell, Georgia on this 11th day of July 2022.


Kurt M. Wilson, Mayor

Attest:


Marlee Press, City Clerk
(Seal)



STATE OF GEORGIA

CITY OF ROSWELL

July 11, 2022

A RESOLUTION TO REGULATE AND PROVIDE FOR THE CALLING OF A SPECIAL ELECTION TO FILL THE UNEXPIRED TERM FOR POST 1 OF THE ROSWELL CITY COUNCIL; TO PROVIDE FULTON COUNTY TO CONDUCT SAID ELECTION AND FOR OTHER PURPOSES

WHEREAS, the City of Roswell, Georgia (hereafter sometimes referred to as the "City"), a legally created and existing municipal corporation of the State of Georgia located in Fulton County, is governed by the Mayor and City Council; and

WHEREAS, the sitting Councilmember holding Post 1 on City Council resigned on June 28, 2022 during the middle of an existing four-year term of office thereby causing a vacancy in the office of the Post 1 City Councilmember; and

WHEREAS, pursuant to City Charter, the Mayor and Council of the City of Roswell are vested with the authority to call for a special election to fill such office; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City of Roswell to fill the office through the elective process; and

WHEREAS, under the City Charter, the Mayor and Council are required to call for a special election within sixty (60) days after the office becomes vacant; and

WHEREAS, the Mayor and Council wish to follow the City Charter in the best interest of the City of Roswell; and

WHEREAS, the Mayor and Council recognize that O.C.G.A. § 21-2-45 provides that a municipality may authorize and contract with a county to conduct elections; and

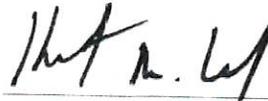
WHEREAS, the Mayor and Council wish to authorize and to contract with Fulton County to conduct the special election; and

WHEREAS, the Mayor and Council recognize that there is no cost for this special election since it will be in conjunction with the scheduled 2022 General Election and Mayor and Council recognize the need to fill the office of City Councilmember for Post 1 in a timely manner;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Roswell, Georgia, and it is hereby resolved by the authority of same, that there be and is hereby called to be held in the City of Roswell, Georgia on the 8th day of November, 2022 a special election to fill the unexpired term of Post 1 of the Roswell City Council with said election be held in accordance with all State of Georgia and Federal laws; and

BE IT FURTHER RESOLVED by the aforesaid authority that the City shall enter into a contract with Fulton County to conduct said special election in conjunction with the scheduled 2022 General Election.

The above resolution was read and approved by the Mayor and Council of the City of Roswell, Georgia on the 11th day of July, 2022 and shall take effect on the day of its adoption.



Kurt M. Wilson, Mayor

Attest:



Marlee Press, City Clerk
(Seal)



STATE OF GEORGIA

FULTON COUNTY

July 11, 2022

**RESOLUTION OF THE CITY OF ROSWELL, GEORGIA
TO SET QUALIFYING FEES FOR SPECIAL ELECTION**

WHEREAS, effective January 1, 1999, the Georgia Municipal and Georgia Election Codes were combined into one known as the Georgia Election Code; and

WHEREAS, such Code provides at § 21-2-131(a)(1) that qualifying fees shall be fixed not later than February 1 of any year in which a general election is to be held or shall be fixed no later than 35 days prior to a special election; and

WHEREAS, State law provides that such fees shall be three percent (3%) of the total gross salary of the office paid in the preceding year if a salaried office; and

WHEREAS, the Internal Revenue Service has held that councilmembers and municipal court judges hold salaried positions:

NOW, THEREFORE, the Mayor and Council of the City of Roswell, Georgia pursuant to their authority do hereby adopt a Resolution as follows:

1.

The following qualifying fees shall apply to candidates seeking to fill the remaining term of office of City Councilmember for Post 1 in the City of Roswell in the special election to be held November 8, 2022:

City Councilmember- \$540

The qualifying period shall be Monday, August 1, 2022 to Friday, August 5, 2022 with the times being 8:30 a.m. to 4:30 p.m. at Roswell City Hall, 38 Hill Street, Roswell, Georgia.

2.

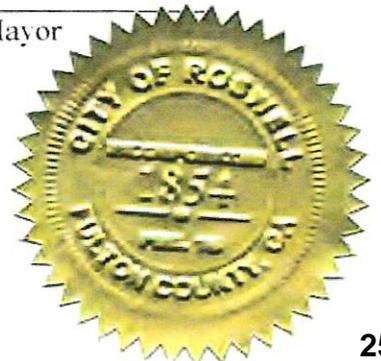
Let a copy of this Resolution be published in a newspaper of general circulation following its adoption.

The above Resolution was read and approved by the Mayor and Council of the City of Roswell on the 11th day of July, 2022.


Kurt M. Wilson, Mayor

Attest:


Marlee Press, City Clerk
(Seal)



1 citizens and voters of its municipalities and school districts in assisting in funding all
2 future municipal and school district elections.

3 **NOW THEREFORE, BE IT HEREBY RESOLVED,** by the Board of
4 Commissioners of Fulton County that in even numbered years when Fulton County is
5 holding a regularly scheduled Primary, Primary runoff, General Election or General
6 Election runoff, the County will pay the costs of conducting municipal and school district
7 elections, and hereby waives the fees previously charged to municipalities and school
8 districts for administration of elections and for the reimbursement of overhead costs.

9 **BE IT FURTHER RESOLVED,** that in odd-numbered years when the
10 municipalities and school districts hold regularly scheduled and special elections, the
11 municipalities and school districts will pay for \$2.96 per registered voter for the election.
12 If a run off is required, the municipalities and school districts will pay \$2.46 per
13 registered voter. The payment of these per registered voter amounts is inclusive of the
14 provision of 10 early voting sites. Additional early voting sites could require additional
15 payment.

16 **BE IT FURTHER RESOLVED,** that in odd-numbered years, the municipalities,
17 and school districts will coordinate with Fulton County in setting the dates of elections
18 so as to mitigate the financial burden being shifted to Fulton County for the conduct of
19 elections.

20 **BE IT FURTHER RESOLVED,** this policy shall be in place for all Fulton County
21 municipalities and school districts beginning with elections in 2019 and shall be used as
22 the basis for any agreement with a municipality for the County to conduct their elections.

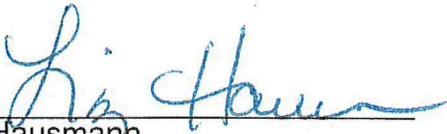
23 **BE IT FURTHER RESOLVED,** that this policy will be revisited in the year 2020

1 because of the State of Georgia's implementation of a new voting system and
2 anticipated rising costs of elections.

3 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its
4 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution
5 are hereby repealed to the extent of the conflict.

6 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
7 Georgia this 7th day of August, 2019.

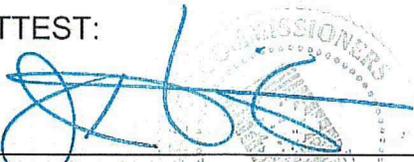
8
9 **SPONSORED BY:**

10 
11 _____
12 Liz Hausmann,
13 Commissioner, District 1



Bob Ellis
Commissioner, District 2

14
15
16 **ATTEST:**

17 
18 _____
19 Jesse A. Harris
20 Clerk to the Commission

16 **APPROVED AS TO FORM:**

17 
18 _____
19 Patrise Perkins-Hooker
20 County Attorney

21
22
23
24
25 P:\CALegislation\BOC\Resolutions\2019 Resolutions\Hausmann\8.7.19 Elections Funding. Hausmann.docx

ITEM # 19-0630 RM 8/7/19
REGULAR MEETING

July 11, 2022

A RESOLUTION TO REGULATE AND PROVIDE FOR THE CALLING OF AN ELECTION TO DETERMINE THE ISSUANCE OR NONISSUANCE OF CITY OF ROSWELL, GEORGIA GENERAL OBLIGATION BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$107,600,000 FOR THE PURPOSE OF PROVIDING FUNDS TO PAY OR TO BE APPLIED TOWARD THE COST OF ACQUIRING, CONSTRUCTING, RENOVATING AND INSTALLING CERTAIN CAPITAL PROJECTS FOR THE CITY OF ROSWELL, GEORGIA; TO PROVIDE FOR THE DATE AND THE MAXIMUM INTEREST RATE OR RATES OF INTEREST WHICH SUCH BONDS SHALL BEAR AND THE SCHEDULE OF MATURITIES OF SAID BOND ISSUE; TO PROVIDE FOR THE LEVY AND COLLECTION OF TAXES TO SERVICE SAID BOND ISSUE, IF SO AUTHORIZED; AND FOR OTHER RELATED PURPOSES:

WHEREAS, the Mayor and Council of the City of Roswell (the "Governing Body"), charged with the duties of contracting debts and managing the affairs of the City of Roswell, Georgia (the "City"), has determined that there is a need for the City to acquire, construct, renovate and install the following capital projects: recreation, parks, bicycle and pedestrian paths, and sidewalks (collectively, the "Projects"); and

WHEREAS, it appears that \$107,600,000 will be required to accomplish said purpose; and

WHEREAS, it appears to the Governing Body that the most feasible method of obtaining such funds is through the issuance and sale of City of Roswell, Georgia general obligation bonds pursuant to the Constitution and laws of the State of Georgia; and

WHEREAS, it is the judgment of the Governing Body that general obligation bonds should be issued, in one or more series, for the above stated purpose in the aggregate principal amount of not to exceed \$107,600,000, said bonds to be dated as of their date of issuance, to be in the denomination of \$5,000 each or any integral multiple thereof, bearing interest from such date, payable semiannually on the first days of February and August in each year, commencing August 1, 2023 or the next February 1 or August 1 following their date of issuance, at an interest rate or rates not to exceed 6.5% per annum, until paid, and maturing (serially or, at the option of the City, by mandatory sinking fund redemption) on the first day of February in the years and amounts, as follows:

<u>Year</u>	<u>Amount</u>
2024	\$1,675,000
2025	1,810,000
2026	1,905,000
2027	1,995,000
2028	2,095,000
2029	2,200,000
2030	2,310,000
2031	2,425,000
2032	2,550,000

2033	2,675,000
2034	2,810,000
2035	2,950,000
2036	3,100,000
2037	3,255,000
2038	3,385,000
2039	3,520,000
2040	3,660,000
2041	3,805,000
2042	3,960,000
2043	4,115,000
2044	4,280,000
2045	4,450,000
2046	4,630,000
2047	4,815,000
2048	5,010,000
2049	5,210,000
2050	5,415,000
2051	5,635,000
2052	5,860,000
2053	6,095,000

WHEREAS, it is necessary to submit to the qualified voters of the City the question of whether or not said general obligation bonds shall be issued; and

NOW, THEREFOR, BE IT RESOLVED by the Mayor and Council of the City of Roswell, Georgia, and IT IS HEREBY RESOLVED by authority of the same as follows:

1. There is hereby called to be held in the voting precincts in said City on the 8th day of November, 2022, an election for the purpose of submitting to the qualified voters of said City the question of issuing City of Roswell, Georgia general obligation bonds (the "Bonds") in one or more series in the aggregate principal amount of not to exceed \$107,600,000 to be incurred for the purpose of providing funds to (a) acquire, construct and install the Projects; (b) pay capitalized interest on such bonds; and (c) pay all expenses incident to accomplishing the foregoing.

2. The ballots to be used in said election shall have written or printed thereon substantially the following:

() YES	"Shall the City of Roswell, Georgia (the "City") issue general obligation bonds in the principal amount of not to exceed \$107,600,000 for the purpose of providing funds to (a) acquire, construct, renovate and install the following capital projects for the City: recreation, parks, bicycle and pedestrian paths, and sidewalks; (b) pay capitalized interest on such bonds; and (iii) pay of all expenses incident to accomplishing the foregoing?"
() NO	

3. The date of such election shall be and is hereby set for November 8, 2022, and the polls of the voting precinct of the City shall open at 7:00 a.m., and close at 7:00 p.m., and the election shall be held by the same persons and under and in accordance with the election laws of the State of Georgia, and the returns of said election shall be made to the Governing Body and to the Fulton County Board of Registration and Elections (the "Election Superintendent"), who shall, in the presence of and together with the several managers of the polls who shall bring up the returns, consolidate said returns and then declare the result of said election in the manner required by law.

4. The City Clerk shall be and is hereby authorized and instructed to join with the Election Superintendent in publishing the notice of said election as required by law in the newspaper in which Sheriff's advertisements for Fulton County are published once a week for five weeks immediately preceding the date of the election and such notice shall be in substantially the form attached hereto as Exhibit "A".

5. Prior to the date of the election authorized herein, there shall be appointed proper election managers and clerks to supervise and hold said election and to make returns of said election to the Governing Body and to the Election Superintendent, who shall, in the presence of and together with the several managers of the polls who shall bring up the returns, consolidate said returns and declare the result of said election in the manner required by law.

6. Should said bonds be authorized by the requisite number of qualified voters, the Governing Body shall levy, a tax upon all property subject to taxation for general obligation bond purposes within the territory constituting said City in sufficient amount to pay the principal of and interest on said bonds at their respective maturities.

7. The City Clerk is hereby authorized and directed to deliver a copy of this resolution to the Election Superintendent, with a request that the Election Superintendent call the election.

8. In accordance with the provisions of Code Section 36-82-4.1 of the Official Code of Georgia Annotated, as amended, any brochures, listings or other advertisements approved by the Governing Body pursuant to a resolution duly adopted by said Governing Body shall be deemed to be a statement of intention concerning the use of the bond funds in accordance, or substantially in accordance, with the aforesaid purpose, and reference to same shall be contained in the legal advertisement of the bond election.

9. This Resolution shall take effect immediately upon its adoption.

This 11th day of July, 2022.

CITY OF ROSWELL, GEORGIA

By: *Kurt M. Wilson*
Kurt M. Wilson, Mayor

(SEAL)

Attest: *Marlee Press*
Marlee Press, City Clerk



EXHIBIT "A"

NOTICE OF BOND ELECTION TO THE QUALIFIED
VOTERS OF THE CITY OF ROSWELL, GEORGIA:

NOTICE IS HEREBY GIVEN that on the 8th day of November, 2022, an election will be held at the regular polling place in the election districts of the City of Roswell, Georgia (the "City"), at which time there will be submitted to the qualified voters of the City for their determination the question of whether or not general obligation bonds in one or more series in the aggregate principal amount of not to exceed \$107,600,000 shall be issued by the City for the purpose of providing funds to (a) acquire, construct, renovate and install the following capital projects for the City: recreation, parks, bicycle and pedestrian paths, and sidewalks; (b) pay capitalized interest on such bonds; and (c) pay all expenses incident to accomplishing the foregoing. Said bonds, if so authorized, shall be dated as of their date of issuance, shall be in the denomination of \$5,000 each or integral multiples thereof, shall be numbered from R-1 upwards in accordance with their issuance as shown by the registration books kept with respect to such bonds, shall bear interest payable semiannually on the first days of February and August in each year, commencing August 1, 2023 or the next February 1 or August 1 following their date of issuance, at a rate or rates not to exceed 6.5% per annum, until paid, and shall mature (serially or, at the option of the City, by mandatory sinking fund redemption) on the first day of February, in the years and principal amounts, as follows:

<u>Year</u>	<u>Amount</u>
2024	\$1,675,000
2025	1,810,000
2026	1,905,000
2027	1,995,000
2028	2,095,000
2029	2,200,000
2030	2,310,000
2031	2,425,000
2032	2,550,000
2033	2,675,000
2034	2,810,000
2035	2,950,000
2036	3,100,000
2037	3,255,000
2038	3,385,000
2039	3,520,000
2040	3,660,000

2041	3,805,000
2042	3,960,000
2043	4,115,000
2044	4,280,000
2045	4,450,000
2046	4,630,000
2047	4,815,000
2048	5,010,000
2049	5,210,000
2050	5,415,000
2051	5,635,000
2052	5,860,000
2053	6,095,000

The principal and interest on said bonds shall be payable in lawful money of the United States of America at a paying agent bank which will be designated prior to the issuance of said bonds. The bonds shall be subject to prepayment and redemption as determined by the City.

The ballots to be used at said election shall have written or printed thereon substantially the following:

() YES	"Shall the City of Roswell, Georgia (the "City") issue general obligation bonds in the principal amount of not to exceed \$107,600,000 for the purpose of providing funds to (a) acquire, construct, renovate and install the following capital projects for the City: recreation, parks, bicycle and pedestrian paths, and sidewalks; (b) pay capitalized interest on such bonds; and (iii) pay of all expenses incident to accomplishing the foregoing?"
() NO	

The several places for holding said election shall be at the regular and established voting precinct of the election districts of the City, and the polls will be open from 7:00 a.m. to 7:00 p.m. on the date fixed for the election.

The last day to register to vote in this election shall be Tuesday, October 11, 2022, through 5:00 p.m.

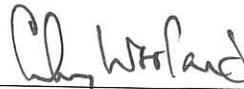
Any brochures, listings, or other advertisements issued by the City or by any other person, firm, corporation, or association with the knowledge and consent of the City shall be deemed to be a statement of intention of the City concerning the use of the bond funds, any such statement of intention shall be binding on the City in the expenditure of any such bond funds or interest earned thereon, unless the City uses such bond proceeds for the retirement of bonded indebtedness.

Those residents of the City qualified to vote at said election shall be determined in all respects in accordance with the election laws of the State of Georgia.

This notice is given pursuant to a resolution of the Mayor and Council of the City of Roswell, adopted July 11, 2022, and a resolution of the Fulton County Board of Registration and Elections, adopted on July 14, 2022.



Mayor, City of Roswell, Georgia



Chair, Fulton County Board of
Registration and Elections

CLERK'S CERTIFICATE

I, the undersigned secretary of the Council of the City of Roswell, Georgia do hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by said Governing Body at a duly called meeting of said Governing Body open to the public on July 11, 2022, in connection with the issuance of the City of Roswell General Obligation Bonds in the principal amount of \$107,600,000, the original of which resolution has been duly recorded in the Minute Book of said body, which Minute Book is in my custody and control.

This 11th day of July, 2022.

(SEAL)



Maree Press
Clerk, City of Roswell, Georgia

RESOLUTION OF THE FULTON COUNTY DEPARTMENT OF REGISTRATION AND ELECTIONS TO REGULATE AND PROVIDE FOR THE CALLING OF AN ELECTION TO DETERMINE THE ISSUANCE OR NON-ISSUANCE OF CITY OF ROSWELL, GEORGIA GENERAL OBLIGATION BONDS (PARKS AND RECREATION PROJECTS).

WHEREAS, the Mayor and Council of the City of Roswell, Georgia (the "Governing Board") has furnished the Fulton County Department of Registration and Elections (the "Election Superintendent") with a certified copy of its resolution (the "City Referendum Resolution") calling an election to determine whether the City of Roswell, Georgia (the "City") general obligation bonds to finance recreation, parks, bicycle and pedestrian paths, and sidewalk projects for the City shall be issued for the purposes described in the City Referendum Resolution, and has requested that the Election Superintendent join the Governing Board in the call of the election for such question on November 8, 2022; and

NOW, THEREFOR, BE IT RESOLVED that there be and there is hereby called to be held in all the voting precincts in the City of Roswell, Georgia, on the 8th day of November, 2022, an election by the qualified voters of said City to determine whether City of Roswell, Georgia general obligation bonds to finance recreation, parks, bicycle and pedestrian paths, and sidewalk projects for the City shall be issued for the purposes described in the City Referendum Resolution.

BE IT FURTHER RESOLVED that such election be conducted pursuant to the applicable laws of the State of Georgia, that managers and election officials for all voting precincts be appointed and that election returns be consolidated in the presence of the Election Superintendent, and that the result be declared, all as is provided by law.

Adopted and approved this 14th day of July, 2022.

FULTON COUNTY DEPARTMENT OF
REGISTRATION AND ELECTIONS



Chairman

Attest:



Secretary

CITY OF ROSWELL, GEORGIA GENERAL OBLIGATION BONDS
(PARKS AND RECREATION PROJECTS)

“Shall the City of Roswell, Georgia (the “City”) issue general obligation bonds in the principal amount of not to exceed \$107,600,000 for the purpose of providing funds to (a) acquire, construct, renovate and install the following capital projects for the City: recreation, parks, bicycle and pedestrian paths, and sidewalks; (b) pay capitalized interest on such bonds; and (iii) pay of all expenses incident to accomplishing the foregoing?”

July 11, 2022

A RESOLUTION TO REGULATE AND PROVIDE FOR THE CALLING OF AN ELECTION TO DETERMINE THE ISSUANCE OR NONISSUANCE OF CITY OF ROSWELL, GEORGIA GENERAL OBLIGATION BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$52,000,000 FOR THE PURPOSE OF PROVIDING FUNDS TO PAY OR TO BE APPLIED TOWARD THE COST OF ACQUIRING, CONSTRUCTING AND INSTALLING CERTAIN CAPITAL PROJECTS FOR THE CITY OF ROSWELL, GEORGIA; TO PROVIDE FOR THE DATE AND THE MAXIMUM INTEREST RATE OR RATES OF INTEREST WHICH SUCH BONDS SHALL BEAR AND THE SCHEDULE OF MATURITIES OF SAID BOND ISSUE; TO PROVIDE FOR THE LEVY AND COLLECTION OF TAXES TO SERVICE SAID BOND ISSUE, IF SO AUTHORIZED; AND FOR OTHER RELATED PURPOSES:

WHEREAS, the Mayor and Council of the City of Roswell (the "Governing Body"), charged with the duties of contracting debts and managing the affairs of the City of Roswell, Georgia (the "City"), has determined that there is a need for the City to acquire, construct and install public safety (police and fire) capital projects (collectively, the "Projects"); and

WHEREAS, it appears that \$52,000,000 will be required to accomplish said purpose; and

WHEREAS, it appears to the Governing Body that the most feasible method of obtaining such funds is through the issuance and sale of City of Roswell, Georgia general obligation bonds pursuant to the Constitution and laws of the State of Georgia; and

WHEREAS, it is the judgment of the Governing Body that general obligation bonds should be issued, in one or more series, for the above stated purpose in the aggregate principal amount of not to exceed \$52,000,000, said bonds to be dated as of their date of issuance, to be in the denomination of \$5,000 each or any integral multiple thereof, bearing interest from such date, payable semiannually on the first days of February and August in each year, commencing August 1, 2023 or the next February 1 or August 1 following their date of issuance, at an interest rate or rates not to exceed 6.5% per annum, until paid, and maturing (serially or, at the option of the City, by mandatory sinking fund redemption) on the first day of February in the years and amounts, as follows:

<u>Year</u>	<u>Amount</u>
2024	\$810,000
2025	875,000
2026	920,000
2027	965,000
2028	1,015,000
2029	1,065,000
2030	1,115,000
2031	1,175,000
2032	1,230,000
2033	1,295,000
2034	1,360,000

2035	1,425,000
2036	1,495,000
2037	1,570,000
2038	1,635,000
2039	1,700,000
2040	1,770,000
2041	1,840,000
2042	1,915,000
2043	1,990,000
2044	2,070,000
2045	2,150,000
2046	2,240,000
2047	2,325,000
2048	2,420,000
2049	2,515,000
2050	2,620,000
2051	2,720,000
2052	2,830,000
2053	2,945,000

WHEREAS, it is necessary to submit to the qualified voters of the City the question of whether or not said general obligation bonds shall be issued; and

NOW, THEREFOR, BE IT RESOLVED by the Mayor and Council of the City of Roswell, Georgia, and IT IS HEREBY RESOLVED by authority of the same as follows:

1. There is hereby called to be held in the voting precincts in said City on the 8th day of November, 2022, an election for the purpose of submitting to the qualified voters of said City the question of issuing City of Roswell, Georgia general obligation bonds (the "Bonds") in one or more series in the aggregate principal amount of not to exceed \$52,000,000 to be incurred for the purpose of providing funds to (a) acquire, construct and install the Projects; (b) pay capitalized interest on such bonds; and (c) pay all expenses incident to accomplishing the foregoing.

2. The ballots to be used in said election shall have written or printed thereon substantially the following:

() YES	"Shall the City of Roswell, Georgia (the "City") issue general obligation bonds in the principal amount of not to exceed \$52,000,000 for the purpose of providing funds to (a) acquire, construct and install public safety (police and fire) capital projects for the City; (b) pay capitalized interest on such bonds; and (iii) pay of all expenses incident to accomplishing the foregoing?"
() NO	

3. The date of such election shall be and is hereby set for November 8, 2022, and the polls of the voting precinct of the City shall open at 7:00 a.m., and close at 7:00 p.m., and the election shall be held by the same persons and under and in accordance with the election laws of

the State of Georgia, and the returns of said election shall be made to the Governing Body and to the Fulton County Board of Registration and Elections (the "Election Superintendent"), who shall, in the presence of and together with the several managers of the polls who shall bring up the returns, consolidate said returns and then declare the result of said election in the manner required by law.

4. The City Clerk shall be and is hereby authorized and instructed to join with the Election Superintendent in publishing the notice of said election as required by law in the newspaper in which Sheriff's advertisements for Fulton County are published once a week for five weeks immediately preceding the date of the election and such notice shall be in substantially the form attached hereto as Exhibit "A".

5. Prior to the date of the election authorized herein, there shall be appointed proper election managers and clerks to supervise and hold said election and to make returns of said election to the Governing Body and to the Election Superintendent, who shall, in the presence of and together with the several managers of the polls who shall bring up the returns, consolidate said returns and declare the result of said election in the manner required by law.

6. Should said bonds be authorized by the requisite number of qualified voters, the Governing Body shall levy, a tax upon all property subject to taxation for general obligation bond purposes within the territory constituting said City in sufficient amount to pay the principal of and interest on said bonds at their respective maturities.

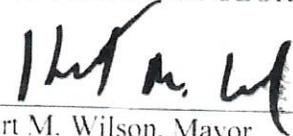
7. The City Clerk is hereby authorized and directed to deliver a copy of this resolution to the Election Superintendent, with a request that the Election Superintendent call the election.

8. In accordance with the provisions of Code Section 36-82-4.1 of the Official Code of Georgia Annotated, as amended, any brochures, listings or other advertisements approved by the Governing Body pursuant to a resolution duly adopted by said Governing Body shall be deemed to be a statement of intention concerning the use of the bond funds in accordance, or substantially in accordance, with the aforesaid purpose, and reference to same shall be contained in the legal advertisement of the bond election.

9. This Resolution shall take effect immediately upon its adoption.

This 11th day of July, 2022.

CITY OF ROSWELL, GEORGIA

By: 
Kurt M. Wilson, Mayor

(SEAL)

Attest: 
Marlee Press, City Clerk



EXHIBIT "A"

NOTICE OF BOND ELECTION TO THE QUALIFIED
VOTERS OF THE CITY OF ROSWELL, GEORGIA:

NOTICE IS HEREBY GIVEN that on the 8th day of November, 2022, an election will be held at the regular polling place in the election districts of the City of Roswell, Georgia (the "City"), at which time there will be submitted to the qualified voters of the City for their determination the question of whether or not general obligation bonds in one or more series in the aggregate principal amount of not to exceed \$52,000,000 shall be issued by the City for the purpose of providing funds to (a) acquire, construct and install public safety (police and fire) capital projects for the City; (b) pay capitalized interest on such bonds; and (c) pay all expenses incident to accomplishing the foregoing. Said bonds, if so authorized, shall be dated as of their date of issuance, shall be in the denomination of \$5,000 each or integral multiples thereof, shall be numbered from R-1 upwards in accordance with their issuance as shown by the registration books kept with respect to such bonds, shall bear interest payable semiannually on the first days of February and August in each year, commencing August 1, 2023 or the next February 1 or August 1 following their date of issuance, at a rate or rates not to exceed 6.5% per annum, until paid, and shall mature (serially or, at the option of the City, by mandatory sinking fund redemption) on the first day of February, in the years and principal amounts, as follows:

<u>Year</u>	<u>Amount</u>
2024	\$810,000
2025	875,000
2026	920,000
2027	965,000
2028	1,015,000
2029	1,065,000
2030	1,115,000
2031	1,175,000
2032	1,230,000
2033	1,295,000
2034	1,360,000
2035	1,425,000
2036	1,495,000
2037	1,570,000
2038	1,635,000
2039	1,700,000
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2045	2,150,000
2046	2,240,000
2047	2,325,000
2048	2,420,000
2049	2,515,000
2050	2,620,000
2051	2,720,000
2052	2,830,000
2053	2,945,000

The principal and interest on said bonds shall be payable in lawful money of the United States of America at a paying agent bank which will be designated prior to the issuance of said bonds. The bonds shall be subject to prepayment and redemption as determined by the City.

The ballots to be used at said election shall have written or printed thereon substantially the following:

() YES	"Shall the City of Roswell, Georgia (the "City") issue general obligation bonds in the principal amount of not to exceed \$52,000,000 for the purpose of providing funds to (a) acquire, construct and install public safety (police and fire) capital projects for the City; (b) pay capitalized interest on such bonds; and (iii) pay of all expenses incident to accomplishing the foregoing?"
() NO	

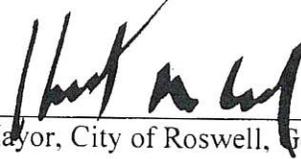
The several places for holding said election shall be at the regular and established voting precinct of the election districts of the City, and the polls will be open from 7:00 a.m. to 7:00 p.m. on the date fixed for the election.

The last day to register to vote in this election shall be Tuesday, October 11, 2022, through 5:00 p.m.

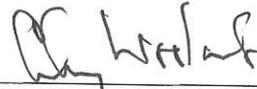
Any brochures, listings, or other advertisements issued by the City or by any other person, firm, corporation, or association with the knowledge and consent of the City shall be deemed to be a statement of intention of the City concerning the use of the bond funds, any such statement of intention shall be binding on the City in the expenditure of any such bond funds or interest earned thereon, unless the City uses such bond proceeds for the retirement of bonded indebtedness.

Those residents of the City qualified to vote at said election shall be determined in all respects in accordance with the election laws of the State of Georgia.

This notice is given pursuant to a resolution of the Mayor and Council of the City of Roswell, adopted July 11, 2022, and a resolution of the Fulton County Board of Registration and Elections, adopted on July 14, 2022.



Mayor, City of Roswell, Georgia



Chair, Fulton County Board of
Registration and Elections

CLERK'S CERTIFICATE

I, the undersigned secretary of the Council of the City of Roswell, Georgia do hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by said Governing Body at a duly called meeting of said Governing Body open to the public on July 11, 2022, in connection with the issuance of the City of Roswell General Obligation Bonds in the principal amount of \$52,000,000, the original of which resolution has been duly recorded in the Minute Book of said body, which Minute Book is in my custody and control.

This 11th day of July, 2022.

(SEAL)



Marlee Press
Clerk, City of Roswell, Georgia

RESOLUTION OF THE FULTON COUNTY DEPARTMENT OF REGISTRATION AND ELECTIONS TO REGULATE AND PROVIDE FOR THE CALLING OF AN ELECTION TO DETERMINE THE ISSUANCE OR NON-ISSUANCE OF CITY OF ROSWELL, GEORGIA GENERAL OBLIGATION BONDS (PUBLIC SAFETY PROJECTS).

WHEREAS, the Mayor and Council of the City of Roswell, Georgia (the "Governing Board") has furnished the Fulton County Department of Registration and Elections (the "Election Superintendent") with a certified copy of its resolution (the "City Referendum Resolution") calling an election to determine whether the City of Roswell, Georgia (the "City") general obligation bonds to finance public safety projects for the City shall be issued for the purposes described in the City Referendum Resolution, and has requested that the Election Superintendent join the Governing Board in the call of the election for such question on November 8, 2022; and

NOW, THEREFOR, BE IT RESOLVED that there be and there is hereby called to be held in all the voting precincts in the City of Roswell, Georgia, on the 8th day of November, 2022, an election by the qualified voters of said City to determine whether City of Roswell, Georgia general obligation bonds to finance public safety projects for the City shall be issued for the purposes described in the City Referendum Resolution.

BE IT FURTHER RESOLVED that such election be conducted pursuant to the applicable laws of the State of Georgia, that managers and election officials for all voting precincts be appointed and that election returns be consolidated in the presence of the Election Superintendent, and that the result be declared, all as is provided by law.

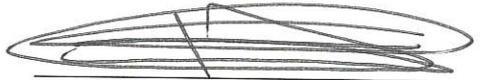
Adopted and approved this 14th day of July, 2022.

FULTON COUNTY DEPARTMENT OF
REGISTRATION AND ELECTIONS



Chairman

Attest:



Secretary

CITY OF ROSWELL, GEORGIA GENERAL OBLIGATION BONDS (PUBLIC SAFETY PROJECTS)

“Shall the City of Roswell, Georgia (the “City”) issue general obligation bonds in the principal amount of not to exceed \$52,000,000 for the purpose of providing funds to (a) acquire, construct and install public safety (police and fire) capital projects for the City; (b) pay capitalized interest on such bonds; and (iii) pay of all expenses incident to accomplishing the foregoing?”

July 11, 2022

A RESOLUTION TO REGULATE AND PROVIDE FOR THE CALLING OF AN ELECTION TO DETERMINE THE ISSUANCE OR NONISSUANCE OF CITY OF ROSWELL, GEORGIA GENERAL OBLIGATION BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$20,000,000 FOR THE PURPOSE OF PROVIDING FUNDS TO PAY OR TO BE APPLIED TOWARD THE COST OF ACQUIRING, CONSTRUCTING AND INSTALLING A CERTAIN CAPITAL PROJECT FOR THE CITY OF ROSWELL, GEORGIA; TO PROVIDE FOR THE DATE AND THE MAXIMUM INTEREST RATE OR RATES OF INTEREST WHICH SUCH BONDS SHALL BEAR AND THE SCHEDULE OF MATURITIES OF SAID BOND ISSUE; TO PROVIDE FOR THE LEVY AND COLLECTION OF TAXES TO SERVICE SAID BOND ISSUE, IF SO AUTHORIZED; AND FOR OTHER RELATED PURPOSES:

WHEREAS, the Mayor and Council of the City of Roswell (the "Governing Body"), charged with the duties of contracting debts and managing the affairs of the City of Roswell, Georgia (the "City"), has determined that there is a need for the City to acquire, construct and install a public parking deck (the "Project"); and

WHEREAS, it appears that \$20,000,000 will be required to accomplish said purpose; and

WHEREAS, it appears to the Governing Body that the most feasible method of obtaining such funds is through the issuance and sale of City of Roswell, Georgia general obligation bonds pursuant to the Constitution and laws of the State of Georgia; and

WHEREAS, it is the judgment of the Governing Body that general obligation bonds should be issued, in one or more series, for the above stated purpose in the aggregate principal amount of not to exceed \$20,000,000, said bonds to be dated as of their date of issuance, to be in the denomination of \$5,000 each or any integral multiple thereof, bearing interest from such date, payable semiannually on the first days of February and August in each year, commencing August 1, 2023 or the next February 1 or August 1 following their date of issuance, at an interest rate or rates not to exceed 6.5% per annum, until paid, and maturing (serially or, at the option of the City, by mandatory sinking fund redemption) on the first day of February in the years and amounts, as follows:

<u>Year</u>	<u>Amount</u>
2024	\$310,000
2025	335,000
2026	355,000
2027	370,000
2028	390,000
2029	410,000
2030	430,000
2031	450,000
2032	475,000
2033	500,000
2034	520,000

2035	550,000
2036	575,000
2037	605,000
2038	630,000
2039	655,000
2040	680,000
2041	705,000
2042	735,000
2043	765,000
2044	795,000
2045	830,000
2046	860,000
2047	895,000
2048	930,000
2049	970,000
2050	1,005,000
2051	1,045,000
2052	1,090,000
2053	1,135,000

WHEREAS, it is necessary to submit to the qualified voters of the City the question of whether or not said general obligation bonds shall be issued; and

NOW, THEREFOR, BE IT RESOLVED by the Mayor and Council of the City of Roswell, Georgia, and IT IS HEREBY RESOLVED by authority of the same as follows:

1. There is hereby called to be held in the voting precincts in said City on the 8th day of November, 2022, an election for the purpose of submitting to the qualified voters of said City the question of issuing City of Roswell, Georgia general obligation bonds (the "Bonds") in one or more series in the aggregate principal amount of not to exceed \$20,000,000 to be incurred for the purpose of providing funds to (a) acquire, construct and install the Project; (b) pay capitalized interest on such bonds; and (c) pay all expenses incident to accomplishing the foregoing.

2. The ballots to be used in said election shall have written or printed thereon substantially the following:

() YES	"Shall the City of Roswell, Georgia (the "City") issue general obligation bonds in the principal amount of not to exceed \$20,000,000 for the purpose of providing funds to (a) acquire, construct and install a public parking deck for the City; (b) pay capitalized interest on such bonds; and (iii) pay of all expenses incident to accomplishing the foregoing?"
() NO	

3. The date of such election shall be and is hereby set for November 8, 2022, and the polls of the voting precinct of the City shall open at 7:00 a.m., and close at 7:00 p.m., and the election shall be held by the same persons and under and in accordance with the election laws of

the State of Georgia, and the returns of said election shall be made to the Governing Body and to the Fulton County Board of Registration and Elections (the "Election Superintendent"), who shall, in the presence of and together with the several managers of the polls who shall bring up the returns, consolidate said returns and then declare the result of said election in the manner required by law.

4. The City Clerk shall be and is hereby authorized and instructed to join with the Election Superintendent in publishing the notice of said election as required by law in the newspaper in which Sheriff's advertisements for Fulton County are published once a week for five weeks immediately preceding the date of the election and such notice shall be in substantially the form attached hereto as Exhibit "A".

5. Prior to the date of the election authorized herein, there shall be appointed proper election managers and clerks to supervise and hold said election and to make returns of said election to the Governing Body and to the Election Superintendent, who shall, in the presence of and together with the several managers of the polls who shall bring up the returns, consolidate said returns and declare the result of said election in the manner required by law.

6. Should said bonds be authorized by the requisite number of qualified voters, the Governing Body shall levy, a tax upon all property subject to taxation for general obligation bond purposes within the territory constituting said City in sufficient amount to pay the principal of and interest on said bonds at their respective maturities.

7. The City Clerk is hereby authorized and directed to deliver a copy of this resolution to the Election Superintendent, with a request that the Election Superintendent call the election.

8. In accordance with the provisions of Code Section 36-82-4.1 of the Official Code of Georgia Annotated, as amended, any brochures, listings or other advertisements approved by the Governing Body pursuant to a resolution duly adopted by said Governing Body shall be deemed to be a statement of intention concerning the use of the bond funds in accordance, or substantially in accordance, with the aforesaid purpose, and reference to same shall be contained in the legal advertisement of the bond election.

9. This Resolution shall take effect immediately upon its adoption.

This 11th day of July, 2022.

CITY OF ROSWELL, GEORGIA

By: 
Kurt M. Wilson, Mayor

(SEAL)

Attest: 
Marlee Press, City Clerk



EXHIBIT "A"

NOTICE OF BOND ELECTION TO THE QUALIFIED
VOTERS OF THE CITY OF ROSWELL, GEORGIA:

NOTICE IS HEREBY GIVEN that on the 8th day of November, 2022, an election will be held at the regular polling place in the election districts of the City of Roswell, Georgia (the "City"), at which time there will be submitted to the qualified voters of the City for their determination the question of whether or not general obligation bonds in one or more series in the aggregate principal amount of not to exceed \$20,000,000 shall be issued by the City for the purpose of providing funds to (a) acquire, construct and install a public parking deck for the City; (b) pay capitalized interest on such bonds; and (c) pay all expenses incident to accomplishing the foregoing. Said bonds, if so authorized, shall be dated as of their date of issuance, shall be in the denomination of \$5,000 each or integral multiples thereof, shall be numbered from R-1 upwards in accordance with their issuance as shown by the registration books kept with respect to such bonds, shall bear interest payable semiannually on the first days of February and August in each year, commencing August 1, 2023 or the next February 1 or August 1 following their date of issuance, at a rate or rates not to exceed 6.5% per annum, until paid, and shall mature (serially or, at the option of the City, by mandatory sinking fund redemption) on the first day of February, in the years and principal amounts, as follows:

<u>Year</u>	<u>Amount</u>
2024	\$310,000
2025	335,000
2026	355,000
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2035	550,000
2036	575,000
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2039	655,000
2040	680,000
2041	705,000

2042	735,000
2043	765,000
2044	795,000
2045	830,000
2046	860,000
2047	895,000
2048	930,000
2049	970,000
2050	1,005,000
2051	1,045,000
2052	1,090,000
2053	1,135,000

The principal and interest on said bonds shall be payable in lawful money of the United States of America at a paying agent bank which will be designated prior to the issuance of said bonds. The bonds shall be subject to prepayment and redemption as determined by the City.

The ballots to be used at said election shall have written or printed thereon substantially the following:

() YES	"Shall the City of Roswell, Georgia (the "City") issue general obligation bonds in the principal amount of not to exceed \$20,000,000 for the purpose of providing funds to (a) acquire, construct and install a public parking deck for the City; (b) pay capitalized interest on such bonds; and (iii) pay of all expenses incident to accomplishing the foregoing?"
() NO	

The several places for holding said election shall be at the regular and established voting precinct of the election districts of the City, and the polls will be open from 7:00 a.m. to 7:00 p.m. on the date fixed for the election.

The last day to register to vote in this election shall be Tuesday, October 11, 2022, through 5:00 p.m.

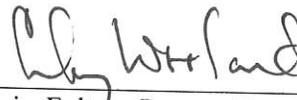
Any brochures, listings, or other advertisements issued by the City or by any other person, firm, corporation, or association with the knowledge and consent of the City shall be deemed to be a statement of intention of the City concerning the use of the bond funds, any such statement of intention shall be binding on the City in the expenditure of any such bond funds or interest earned thereon, unless the City uses such bond proceeds for the retirement of bonded indebtedness.

Those residents of the City qualified to vote at said election shall be determined in all respects in accordance with the election laws of the State of Georgia.

This notice is given pursuant to a resolution of the Mayor and Council of the City of Roswell, adopted July 11, 2022, and a resolution of the Fulton County Board of Registration and Elections, adopted on July 14, 2022.



Mayor, City of Roswell, Georgia



Chair, Fulton County Board of
Registration and Elections

CLERK'S CERTIFICATE

I, the undersigned secretary of the Council of the City of Roswell, Georgia do hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by said Governing Body at a duly called meeting of said Governing Body open to the public on July 11, 2022, in connection with the issuance of the City of Roswell General Obligation Bonds in the principal amount of \$20,000,000, the original of which resolution has been duly recorded in the Minute Book of said body, which Minute Book is in my custody and control.

This 11th day of July, 2022.

(SEAL)



Maria Press
Clerk, City of Roswell, Georgia

RESOLUTION OF THE FULTON COUNTY DEPARTMENT OF REGISTRATION AND ELECTIONS TO REGULATE AND PROVIDE FOR THE CALLING OF AN ELECTION TO DETERMINE THE ISSUANCE OR NON-ISSUANCE OF CITY OF ROSWELL, GEORGIA GENERAL OBLIGATION BONDS (PARKING DECK PROJECT).

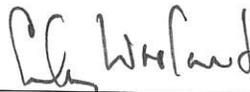
WHEREAS, the Mayor and Council of the City of Roswell, Georgia (the "Governing Board") has furnished the Fulton County Department of Registration and Elections (the "Election Superintendent") with a certified copy of its resolution (the "City Referendum Resolution") calling an election to determine whether the City of Roswell, Georgia (the "City") general obligation bonds to finance a public parking deck for the City shall be issued for the purposes described in the City Referendum Resolution, and has requested that the Election Superintendent join the Governing Board in the call of the election for such question on November 8, 2022; and

NOW, THEREFOR, BE IT RESOLVED that there be and there is hereby called to be held in all the voting precincts in the City of Roswell, Georgia, on the 8th day of November, 2022, an election by the qualified voters of said City to determine whether City of Roswell, Georgia general obligation bonds to finance a public parking deck for the City shall be issued for the purposes described in the City Referendum Resolution.

BE IT FURTHER RESOLVED that such election be conducted pursuant to the applicable laws of the State of Georgia, that managers and election officials for all voting precincts be appointed and that election returns be consolidated in the presence of the Election Superintendent, and that the result be declared, all as is provided by law.

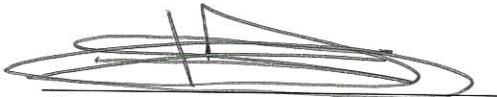
Adopted and approved this 14th day of July, 2022.

FULTON COUNTY DEPARTMENT OF
REGISTRATION AND ELECTIONS



Chairman

Attest:



Secretary

CITY OF ROSWELL, GEORGIA GENERAL OBLIGATION BONDS
(PARKING DECK PROJECT)

“Shall the City of Roswell, Georgia (the “City”) issue general obligation bonds in the principal amount of not to exceed \$20,000,000 for the purpose of providing funds to (a) acquire, construct and install a public parking deck for the City; (b) pay capitalized interest on such bonds; and (iii) pay of all expenses incident to accomplishing the foregoing?”



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0534

Meeting Date: 8/17/2022

Department

Registration & Elections

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

Request approval of an Intergovernmental Agreement to conduct Special Elections for the City of Fairburn in conjunction with the General Election on November 8, 2022 and Runoff Election on December 6, 2022.

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

Under the provision of the Georgia Election Code, Section 21-2-45(c)(2), City may, by ordinance, authorize the County to conduct such election.

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: Fulton County has been requested to conduct Special Referendum Elections for the City of Fairburn in conjunction with the General Election on November 8, 2022 and Runoff Election on December 6, 2022.

Per action of the Board of Commissioners on August 7, 2019, that in even-numbered years when Fulton County is holding a regularly scheduled Primary, Primary Runoff, General Election or General Election Runoff, the County will pay the costs of conducting municipal and school district elections.

Scope of Work: Intergovernmental Agreement for Fulton County to conduct Special Referendum

Elections for the City of Fairburn in conjunction with the General Election on November 8, 2022 and Runoff Election on December 6, 2022.

Community Impact: Registration and Elections staff is not aware of any community impact.

Department Recommendation: Department of Registration & Elections requests approval.

Project Implications: The approval of this proposed Intergovernmental Agreement will ensure the Department to follow state election laws.

Community Issues/Concerns: Department of Registration & Elections is not aware of any community issues or concerns with this proposed Intergovernmental Agreement (IGA).

Department Issues/Concerns: Department of Registration & Elections has no issues or concerns with this proposed Intergovernmental Agreement (IGA).

Exhibits Attached:

Exhibit 1: Intergovernmental Agreement Fulton County and City of Fairburn

Exhibit 2: Resolution Establishing a Policy between Municipalities and Fulton County
for Funding Elections and for other purposes

Exhibit 3: City of Fairburn - Ordinance

Contact Information:

Nadine Williams, Interim Director, Registration and Elections, 404-612-3130

**INTERGOVERNMENTAL AGREEMENT FOR THE
PROVISION OF ELECTION SERVICES BETWEEN
FULTON COUNTY, GEORGIA and
CITY OF FAIRBURN, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 20 day of July, 2022, between Fulton County, Georgia (“County”), a political subdivision of the State of Georgia, and the City of Fairburn, Georgia (“City”), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Fulton County Board of Registration and Elections (“BRE”) has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2 TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2022, unless otherwise terminated as set forth herein.

ARTICLE 3 DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 8, 2022:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

- g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;
- i) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

4.1 For City elections that are to be conducted contemporaneously with a countywide General Election, pursuant to this Agreement and to action of the Board of Commissioners on August 7, 2019, the City will not be charged for the cost of said election.

ARTICLE 5 LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the

County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6 EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7 RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 E-VERIFY AND TITLE VI

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

ARTICLE 9 AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 8, 2022 Special Election, including but not limited to the Notice of the Call of the Special Election and the Notice of the Special Election.

ARTICLE 10 TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 11 NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk via certified first-class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Fulton County Board of Registration and Elections
 Attn: Director
 130 Peachtree St SW, Suite 2186
 Atlanta, Georgia 30303
 Facsimile: 404.730.7024

With a copy to: Fulton County Office of the County Attorney
 Attn: County Attorney
 141 Pryor Street SW, Suite 4038
 Atlanta, Georgia 30303
 Facsimile: 404.730.6540

If to the City: City Clerk
 Brenda B. James
 56 Malone St. SW
 Fairburn, GA. 30213

With a copy to: City Attorney
 Rory K. Starkey
 561 Thornton Rd, Suite G
 Lithia Springs, GA. 30122

ARTICLE 12 NON-ASSIGNABILITY

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

ARTICLE 13 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 14 SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 15 EBINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 16 COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

Chair, Board of Commissioners

Attest: _____
Clerk to Commission

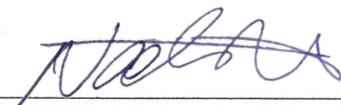
Date: _____

ATTEST:

APPROVED AS TO FORM:

Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:



Nadine Williams
Interim Director, Fulton County Department
of Registration and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF FAIRBURN, GEORGIA

Mark B. King (SEAL)

Mayor

Date: 7-20-22

Dwenda B. James

City Clerk (SEAL)



APPROVED AS TO FORM:

Sean Bull

Dep. City Attorney

APPROVED AS TO SUBSTANCE:

Dwenda B. James

City Clerk

EXHIBIT A

As per the Agreement executed on July 20, 2022, the City of Fairburn, hereby requests that Fulton County conduct its Special Election on November 8, 2022 within the boundary of Fulton County.

The last day to register to vote in this election is October 10, 2022.

The list of early voting locations will be forthcoming.

This 20 day of July, 2022.

Drenda B James
City Clerk



The Fulton County Board of Registrations and Elections agrees to conduct the City of Fairburn Special Election on November 8, 2022, within the boundary of Fulton County.

This _____ day of _____, 2022.

(SEAL)
Elections Superintendent
Fulton County Board of Registration and
Elections

1 citizens and voters of its municipalities and school districts in assisting in funding all
2 future municipal and school district elections.

3 **NOW THEREFORE, BE IT HEREBY RESOLVED,** by the Board of
4 Commissioners of Fulton County that in even numbered years when Fulton County is
5 holding a regularly scheduled Primary, Primary runoff, General Election or General
6 Election runoff, the County will pay the costs of conducting municipal and school district
7 elections, and hereby waives the fees previously charged to municipalities and school
8 districts for administration of elections and for the reimbursement of overhead costs.

9 **BE IT FURTHER RESOLVED,** that in odd-numbered years when the
10 municipalities and school districts hold regularly scheduled and special elections, the
11 municipalities and school districts will pay for \$2.96 per registered voter for the election.
12 If a run off is required, the municipalities and school districts will pay \$2.46 per
13 registered voter. The payment of these per registered voter amounts is inclusive of the
14 provision of 10 early voting sites. Additional early voting sites could require additional
15 payment.

16 **BE IT FURTHER RESOLVED,** that in odd-numbered years, the municipalities,
17 and school districts will coordinate with Fulton County in setting the dates of elections
18 so as to mitigate the financial burden being shifted to Fulton County for the conduct of
19 elections.

20 **BE IT FURTHER RESOLVED,** this policy shall be in place for all Fulton County
21 municipalities and school districts beginning with elections in 2019 and shall be used as
22 the basis for any agreement with a municipality for the County to conduct their elections.

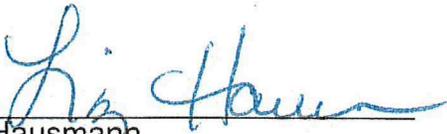
23 **BE IT FURTHER RESOLVED,** that this policy will be revisited in the year 2020

1 because of the State of Georgia's implementation of a new voting system and
2 anticipated rising costs of elections.

3 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its
4 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution
5 are hereby repealed to the extent of the conflict.

6 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
7 Georgia this 7th day of August, 2019.

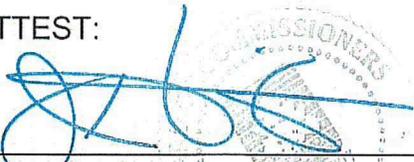
8
9 **SPONSORED BY:**

10 
11 _____
12 Liz Hausmann,
13 Commissioner, District 1



Bob Ellis
Commissioner, District 2

14
15
16 **ATTEST:**

17 
18 _____
19 Jesse A. Harris
20 Clerk to the Commission

16 **APPROVED AS TO FORM:**

17 
18 _____
19 Patrise Perkins-Hooker
20 County Attorney

ITEM # 19-0630 RM 8/7/19
REGULAR MEETING

1 STATE OF GEORGIA
2 COUNTY OF FULTON

ORDINANCE NO: 2022-246

3
4 **AN ORDINANCE AUTHORIZING THE SALE OF DISTILLED SPIRITS AND**
5 **ALCOHOLIC BEVERAGES ON SUNDAYS; TO REGULATE AND TO PROVIDE FOR**
6 **THE CALLING OF A SPECIAL ELECTION AND TO CALL A SPECIAL ELECTION**
7 **THEREON; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN**
8 **EFFECTIVE DATE; AND FOR OTHER RELATED PURPOSES.**

9
10 **WHEREAS**, the City of Fairburn is authorized to regulate package sales of distilled spirits and
11 alcoholic beverages in the City, and currently, such sales are not authorized on Sundays; and

12
13 **WHEREAS**, the General Assembly authorized package sales of malt beverages, wine and distilled
14 spirits on Sundays in any local government jurisdiction that desires to allow such sales after a vote
15 on a referendum placed on the general election ballot, if the referendum receives approval of a
16 majority of the voters; and

17
18 **WHEREAS**, in order to place the question on a referendum, a local governing authority must pass
19 legislation permitting sales of alcohol on Sundays between the hours of 12:30 PM and 11:30 PM,
20 and forward a certified copy of the same to the Elections Superintendent for placing on the ballot;
21 and

22
23 **WHEREAS**, the City desires to amend the Code of Ordinances to authorize Sunday package sales
24 in accordance with State law, subject to and effective only upon the passage of a referendum
25 authorizing such sales.

26
27 **NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE**
28 **CITY OF FAIRBURN**, as follows:

29
30 **Section 1.** That Chapter 8, Article III of the City Code be amended by adding the following new
31 *Section 8-83. Times for package sales:*

32 **Section 8-83. Times for package sales.** Notwithstanding any other ordinance to
33 the contrary, licensed retailers of packaged distilled spirits and alcoholic beverages
34 shall be permitted to sell packaged distilled spirits and alcoholic beverages on
35 Sundays between the hours of 12:30 p.m. and 11:30 p.m., in addition to other times
36 authorized for the sale under this Chapter.

37 **Section 2.** That there shall be a called and there is hereby called a special election to be held in all
38 precincts in the City, on the 8th day of November 2022, for submitting to the voters of the City of
39 Fairburn the question of authorizing Sunday sales of packaged distilled spirits and alcoholic
40 beverages by licensed retailers between the hours of 12:30 p.m. and 11:30 p.m.

41 **Section 3.** That the Municipal Clerk shall call said referendum by publishing notice of the
42 referendum in a newspaper of appropriate general circulation no less than ten (10) nor more than
43 sixty (60) days after approval of this Ordinance.

44 **Section 4.** That the ballot submitting the question of Sunday sales of distilled spirits and alcoholic
45 beverages by licensed retailers between the hours of 12:30 p.m. and 11:30 p.m. shall have printed

46 thereon the following question in order that each voter may vote in either the affirmative or the
47 negative:
48

<input type="checkbox"/> YES	Shall the governing authority of CITY OF FAIRBURN, GEORGIA, be
<input type="checkbox"/> NO	authorized to permit and regulate Sunday sales of distilled spirits and alcoholic beverages by licensed retailers within the CITY OF FAIRBURN, GEORGIA from 12:30 P.M. to 11:30. P.M.?

49 **Section 5.** That the special election shall be held at the regular and established voting precincts of
50 the election districts of the City of Fairburn. The polls in each of the precincts within the City of
51 Fairburn shall be open from 7:00 a.m. until 7:00 p.m. on the date fixed for the election. The election
52 shall be held in accordance with the Constitution and laws of the United States and the State of
53 Georgia.

54 **Section 6.** In the event any section, subsection, sentence, clause, or phrase of this Ordinance shall
55 be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect
56 the previously existing provisions of the other sections, subsections, sentences, clauses or phrases
57 of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence,
58 clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part
59 thereof. The City Council declares that it would have passed the remaining parts of this Ordinance
60 or retained the previously existing Ordinance if it had known that such part or parts hereof would
61 be declared or adjudicated invalid or unconstitutional.

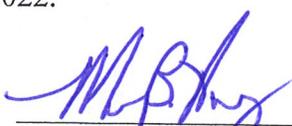
62 **Section 7.** This ordinance shall become effective immediately upon signature by the Mayor.

63 **Section 8.** All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed to
64 the extent of the conflict.

65
66

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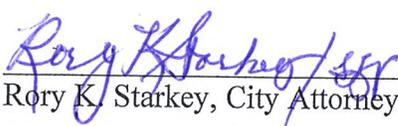
67 Adopted this 20 day of July, 2022.
68
69

70 
71 _____
72 Mario B. Avery, Mayor

73
74 ATTEST:

APPROVED AS TO FORM:

75 
76 _____
77 Brenda James, City Clerk
78



Rory K. Starkey, City Attorney

NOTICE OF CALL FOR SPECIAL ELECTION
TO THE QUALIFIED VOTERS OF CITY OF FAIRBURN, GEORGIA:

NOTICE IS HEREBY GIVEN that on the ____ day of _____, 2022, a Special Election will be held in conjunction with the General Election at the regular polling places in all the election districts of CITY OF FAIRBURN, GEORGIA (the "City"), at which time there will be submitted to the qualified voters of the City for their determination a question regarding whether there shall be the sale of alcohol on Sundays by licensed retailers within the City. The Mayor and Council of the City of Fairburn, as the governing authority, adopted an ordinance permitting the sale of alcohol on Sundays for licensed retail establishments to begin at 12:30P.M. and to continue through 11:30 P.M. The Ordinance is conditioned upon the approval of the electors of CITY OF FAIRBURN, GEORGIA in this special election.

The ballots to be used at said special election shall have written or printed thereon substantially the following:

<input type="checkbox"/> YES	Shall the governing authority of CITY OF FAIRBURN, GEORGIA, be authorized to permit and regulate Sunday sales of distilled spirits and alcoholic beverages by licensed retailers within the City from 12:30 P.M. to 11:30. P.M.?
<input type="checkbox"/> NO	

The special election shall be held at the regular and established voting precincts of the election districts of the City of Fairburn. The polls will be open from 7:00 a.m. to 7:00 p.m. on the date fixed for the election.

Those qualified to vote in said election shall be the qualified electors registered to vote as determined in accordance with the Georgia Election Code, O.C.G.A. §21-2-1, *et seq.* and those who desire to register to vote in the special election may register to vote through the close of business (5:00 p.m.) on October 11, 2022. The Polls for said election will be open from 7:00 a.m. to 7:00 p.m., Eastern Standard Time, on the day fixed for said election. Early voting by mail will be offered October 11, 2022, through October 28, 2022, and early voting in-person will be offered October 17, 2022, through November 4, 2022.

This notice is given pursuant to the Mayor and Council of the City of Fairburn.

Brenda B. James, City Clerk

**SPECIAL ELECTION
CITY OF FAIRBURN**

**City of Fairburn
Sunday Sales of
Distilled Spirits and
Alcoholic Beverages
Referendum
(Vote for One)**

“Shall the governing authority of the City of Fairburn, Georgia, be authorized to permit and regulate Sunday sales of distilled spirits and alcoholic beverages by licensed retailers with the City of Fairburn, Georgia from 12:30 P.M. – 11:30 P.M.?”

- Yes**
- No**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0535

Meeting Date: 8/3/2022

Department

Real Estate and Asset Management

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

Request approval to increase spending authority - Department of Real Estate and Asset Management, 21ITBC130825C-MH, Plumbing Supplies and Related Items, in the total amount of \$15,000.00 with (B) Equiparts Corp, (Oakmont, PA) in the amount of \$3,000.00; (D) South K & A Specialty Parts (Newnan, GA) in the amount of \$3,000.00; (E) Tiles in Style d.b.a. Taza Supplies (Willow Brook, IL) in the amount of \$3,000.00; and (G) W.W. Grainger (Norcross, GA) in the amount of \$6,000.00, to provide plumbing supplies and related items used for maintenance and repair services in all Fulton County facilities. Effective upon BOC approval.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background Approval to increase spending authorities to supplement price increases for plumbing parts, fittings, fixtures, pipes, and accessories used for maintenance and repair services in all County facilities.

Scope of Work: The increase spending authorities are being requested to cover the increased costs for plumbing parts, fittings, fixtures, pipes, and accessories used for maintenance and repair services in all County facilities. Prices have increased substantially on various commodities due to high demand, industry wide shortages, new construction, and renovations which are affecting challenges to the supply chains (see Exhibit 2).

2022 price increases to date include Copper Pipe and fittings, Water Heaters, Valves, and Circulating Pumps. All items mentioned are necessary components for daily facility operations and to launch the reopening of County facilities.

These contracts provide all the necessary plumbing parts and supplies on an as-needed basis for the Department of Real Estate and Asset Management staff to perform repair and maintenance services to the plumbing systems at all Fulton County facilities of north, south and downtown areas.

Community Impact: None that the Department is aware.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval to increase spending authorities to cover the increase costs for plumbing parts, fittings, fixtures, pipes, and accessories used for maintenance and repair services in all County facilities.

The requested increases in the total amount of \$15,000 will help supplement price increases for plumbing parts and related items used to perform repairs and maintenance services to the plumbing systems in all Fulton County facilities for the remainder of FY2022.

Historical Expenditures:

- FY2022: The County expenditures as of 6/13/2022, \$33,871.91
- FY2021: The County spent \$45,000.05
- FY2020: The County spent \$44,484.07
- FY2019: The County spent \$87,625.98
- FY2018: The County spent \$96,299.82

Project Implications: These contracts provide all the necessary plumbing supplies and related accessories on an-as needed basis for the DREAM's maintenance staff to perform maintenance and repair services to the plumbing systems in all Fulton County facilities.

Contract Modification

(B) Equiparts Corp

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0766	10/6/21	\$16,073.60
Increase Spending Authority			\$3,000.00
Total Revised Amount			\$19,073.60

(D) South K & A Specialty Parts

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0766	10/6/21	\$6,348.00
Increase Spending Authority			\$3,000.00
Total Revised Amount			\$9,348.00

(E) Tiles in Style dba Taza Supplies

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0766	10/6/21	\$13,905.00
Increase Spending Authority			\$3,000.00
Total Revised Amount			\$16,905.00

(G) W.W. Grainger

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0766	10/6/21	\$18,318.33
Increase Spending Authority			\$6,000.00
Total Revised Amount			\$24,318.33

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

Contract Value: 15,000.00

(B)

Contract Value: \$3,000.00
Prime Vendor: Equiparts Corp.
Prime Status: Non-Minority
Location: Oakmont, PA
County: Allegheny County
Prime Value: \$3,000.00 or 100.00%

Total Contract Value: \$3,000.00 or 100.00%
Total M/FBE Value: -0-

(D)

Contract Value: \$3,000.00
Prime Vendor: South K & A Specialty Parts
Prime Status: Non-Minority
Location: Willow Brook, IL
County: DuPage County
Prime Value: \$3,000.00 or 100%

Total Contract Value: \$3,000.00 or 100.00%
Total M/FBE Value: -0-

(E)
Contract Value: \$3,000.00
Prime Vendor: Tiles in Style d.b.a. Taza Supplies
Prime Status: Non-Minority
Location: Newnan, GA
County: Coweta County
Prime Value: \$3,000.00 or 100.00%

Total Contract Value: \$3,000.00 or 100.00%
Total M/FBE Value: -0-

(G)
Contract Value: \$6,000.00
Prime Vendor: W.W. Grainger
Prime Status: Non-Minority
Location: Norcross, GA
County: Gwinnett County
Prime Value: \$6,000.00 or 100.00%

Total Contract Value: \$6,000.00 or 100.00%
Total M/FBE Value: -0-

Grand Contract Value: \$15,000.00 or 100.00%
Grand M/FBE Value: \$-0-

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

Exhibit 1: Contractor Performance Reports

Exhibit 2: Vendor Price Challenges

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$86,000.00
 Previous Adjustments: \$0.00
 This Request: \$15,000.00
 TOTAL: \$101,000.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5222-1450: General, Real Estate and Asset Management, Maintenance Supplies-
\$15,000.00

Key Contract Terms	
Start Date: 1/1/2022	End Date: 12/31/2022
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: 4.00

Would you select/recommend this vendor again?

Yes

Report Period Start: 4/1/2022
Report Period End: 6/30/2022



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT

GOODS AND COMMODITIES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
4/1/2022	6/30/2022	1/1/2022	12/31/22

Purchaser Order Number	Purchase Order Date
030322-309	3/3/2022

Department **DREAM**

Bid Number	Service Commodity
21ITBC130825C-MH	PLUMBING SUPPLIES AND RELATED ITEMS

Contractor **EQUIPARTS**

Performance Rating

0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

1. Quality of Goods/Services (Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)

<input type="radio"/>	0	All material and supplies received meet specifications provided to the vendor.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

2. Timeliness of Performance (Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)

<input type="radio"/>	0	This vendor has consistently demonstrated the ability to deliver all maintenance supplies ordered within the time specified in the contract Special orders are processed and shipped per the customers request.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	This vendor has been very responsive to all requirements made by Warehouse & Logistics.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
<input type="radio"/>	0	This vendor's performance meets the expectations of the contract administrator; invoices provide all the necessary information such as cost per item; total Cost, grand total and correct remit to address information necessary for processing invoices through Fulton County's financial system.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	This vendor ' s personnel is customer focused and has excellent customer service skills.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	4.00	Date	6/9/2022
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Calvin Gamble		
Department Head Name:	Joseph Davis		
Department Head Signature	<i>Joseph Davis</i>		

After completing the form:
 Submit to Purchasing
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**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

GOODS AND COMMODITIES

Report Period Start 4/1/2022	Report Period End 6/30/2022	Contract Period Start 1/1/2022	Contract Period End 12/31/22
---------------------------------	--------------------------------	-----------------------------------	---------------------------------

Purchaser Order Number 030322-311	Purchase Order Date 3/3/2022
--------------------------------------	---------------------------------

Department
DREAM

Bid Number 21ITBC130825C-MH	Service Commodity PLUMBING SUPPLIES AND RELATED ITEMS
--------------------------------	--

Contractor
SOUTH K & A SPECIALITY PLUMBING

Performance Rating

0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.
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4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

1. Quality of Goods/Services (Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)

<input type="radio"/>	0	All material and supplies received meet specifications provided to the vendor.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

2. Timeliness of Performance (Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)

<input type="radio"/>	0	This vendor has consistently demonstrated the ability to deliver all maintenance supplies ordered within the time specified in the contract Special orders are processed and shipped per the customers request.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	This vendor has been very responsive to all requirements made by Warehouse & Logistics.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	This vendor's performance meets the expectations of the contract administrator; invoices provide all the necessary information such as cost per item; total Cost, grand total and correct remit to address information necessary for processing invoices through Fulton County's financial system.
	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	This vendor ' s personnel is customer focused and has excellent customer service skills.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	4.00	Date	6/10/2022
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Calvin Gamble		
Department Head Name:	Joseph Davis		
Department Head Signature	<i>Joseph Davis</i>		

After completing the form:
 Submit to Purchasing
 Print a copy for your records
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**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

GOODS AND COMMODITIES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
4/1/2022	6/30/2022	1/1/2022	12/31/22
Purchaser Order Number		Purchase Order Date	
030322-313		3/3/2022	
Department			
DREAM			
Bid Number		Service Commodity	
21ITBC130825C-MH		PLUMBING SUPPLIES AND RELATED ITEMS	
Contractor			

TILES IN STYLE dba TARZA

Performance Rating

0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.
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4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

1. Quality of Goods/Services	(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)
<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4	All material and supplies received meet specifications provided to the vendor.

2. Timeliness of Performance	(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)
<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4	This vendor has consistently demonstrated the ability to deliver all maintenance supplies ordered within the time specified in the contract Special orders are processed and shipped per the customers request.

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	This vendor has been very responsive to all requirements made by Warehouse & Logistics.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	This vendor's performance meets the expectations of the contract administrator; invoices provide all the necessary information such as cost per item; total Cost, grand total and correct remit to address information necessary for processing invoices through Fulton County's financial system.
	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	This vendor ' s personnel is customer focused and has excellent customer service skills.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	4.00	Date	6/9/2022
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Calvin Gamble		
Department Head Name:	Joseph Davis		
Department Head Signature	<i>Joseph Davis</i>		

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

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**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

GOODS AND COMMODITIES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
4/1/2022	6/30/2022	1/1/2022	12/31/22
Purchaser Order Number		Purchase Order Date	
030322-315		3/3/2022	
Department			
DREAM			
Bid Number		Service Commodity	
21ITBC130825C-MH		PLUMBING SUPPLIES AND RELATED ITEMS	
Contractor			
W.W. GRAINGER			
Performance Rating			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
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4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		

1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)
<input type="radio"/>	0	All material and supplies received meet specifications provided to the vendor.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)
<input type="radio"/>	0	This vendor has consistently demonstrated the ability to deliver all maintenance supplies ordered within the time specified in the contract Special orders are processed and shipped per the customers request.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	This vendor has been very responsive to all requirements made by Warehouse & Logistics.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	This vendor's performance meets the expectations of the contract administrator; invoices provide all the necessary information such as cost per item; total Cost, grand total and correct remit to address information necessary for processing invoices through Fulton County's financial system.
	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	This vendor ' s personnel is customer focused and has excellent customer service skills.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	4.00	Date	
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Calvin Gamble		
Department Head Name:	Joseph Davis		
Department Head Signature	<i>Joseph Davis</i>		

After completing the form:
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 Print a copy for your records
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Gamble, Calvin

From: Jim B. <jbnatl45@aol.com>
Sent: Wednesday, July 6, 2022 12:01 PM
To: Gamble, Calvin
Subject: Re: Pricing

Good morning Calvin, as you know prices and availability are constantly changing. I shop every item for best price and eta. There are no set price list from any of the companies or manufacturers. I don't have any list to provide but what I do is take the current list price as I get a quote and discount it 30%. Please let me know if this is acceptable. Thanks, Jim Bass

Jim Bass
Cell: (404) 510-2277

Sent from my iPhone

On Jul 6, 2022, at 9:35 AM, Gamble, Calvin <Calvin.Gamble@fultoncountyga.gov> wrote:

Good morning Jim

Do you have any information concerning price increases for plumbing supply items that your company carries if so please provide this type information.



Material Management Manager
Department of Real Estate and Asset Management
3929 Aviation Circle Bldg. C
Atlanta Ga 30336
79 Milton Ave
Atlanta Ga 30315
O Brown Field 404 612-2254
O Milton Ave 404 730-6336
C 404 660-2798

Gamble, Calvin

From: Courtney Scalzott <courtney@equiparts.net>
Sent: Wednesday, July 6, 2022 9:52 AM
To: Gamble, Calvin
Subject: Re: Pricing

Good morning Calvin!

We've seen price increases across the board from every manufacturer. Sloan for example normally does 1 price increase a year, and they've already done 3 this year alone. The ones you usually order from us are Sloan, Zurn, T&S Brass, and Delany. They've all recently had price increases so hopefully they're done with increases for the year, but no promises.

We have some manufacturers that give us pricing that's only valid for 24 hours now instead of the typical 30 days. We're noticing this more with the fittings like copper, pic, etc. It's varies with every manufacturer, and freight charges full freight amounts are constantly changing too.

Courtney Scalzott | Inside Sales Rep.
Equiparts TMS Northeast
120 Pennsylvania Ave
Oakmont PA 15139
Direct: 412-632-1116 | **Phone:** 800-442-6622 **ext:** 113 | **Fax:** 412-781-3085

On Jul 6, 2022, at 9:34 AM, Gamble, Calvin <Calvin.Gamble@fultoncountyga.gov> wrote:

Good morning Courtney

Do you have any information concerning price increases for plumbing supply items that Equiparts carry if so please provide this type information.

<image001.png>

Material Management Manager
Department of Real Estate and Asset Management
3929 Aviation Circle Bldg. C
Atlanta Ga 30336
79 Milton Ave
Atlanta Ga 30315
O Brown Field 404 612-2254
O Milton Ave 404 730-6336
C 404 660-2798



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0536

Meeting Date: 8/3/2022

Department

Real Estate and Asset Management

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

Request approval to increase spending authority - Department of Real Estate and Asset Management, 19ITBC119850C-GS, Ballasts, Lamps, Light Fixtures and Related Supplies, in the total amount of \$15,000.00 with (A) Regency Lighting (Los Angeles, CA) in the amount of \$5,000.00; (B) Voss Electric Co. d/b/a Voss Lighting, Inc. (Marietta, GA) in the amount of \$5,000.00; (D) Summit Lighting Solutions (Lawrenceville, GA) in the amount of \$2,000.00; and (E) E. Sam Jones Distributor, Inc. (Atlanta, GA) in the amount of \$3,000.00, to provide ballasts, lamps, drivers LED engines light fixtures, lens, lighting supplies and related items used in all Fulton County facilities and parking lots. Effective upon BOC approval.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background Approval to increase spending authorities to supplement price increases for ballasts, lamps, drivers LED engine light fixtures, lens, lighting supplies and related items for all Fulton County facilities and parking lots.

Scope of Work: The increase in spending authority is being requested to cover the increase costs for Ballasts, Lamps, Drivers and Light Fixtures used in County facilities and parking lots. Prices have increased substantially for these commodities due to high demand, industry wide shortages, new construction and renovations and the pandemic. 2021 price increases to date include LED Lamps 6%, Conventional Lamps 3%, and LED Electronics 3%. All items mentioned are necessary components for daily facility operations and to launch the reopening of facilities.

These contracts furnish all the necessary ballasts, lamps, light fixtures, and related supplies on an as needed basis for the Department of Real Estate and Asset Management staff that's responsible for routine repairs and preventive maintenance at Fulton County facilities and parking lots.

Community Impact: This impacts the ability to ensure all County facilities are well lighted.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval to increase spending authority to cover the increases costs for ballasts, lamps, drivers LED engine light fixtures, lens, lighting supplies and related items used in all Fulton County facilities and parking lots for FY2022.

The requested increases in the total amount of \$15,000 will help supplement price increases for ballasts, lamps, drivers LED engine light fixtures, lens, lighting supplies and related items for the remainder of FY2022.

Historical Expenditures:

FY2022: The County expenditures as of 6/14/2022, \$53,268.65

FY2021: The County spent \$78,076.38

FY2020: The County spent \$68,290.00

FY2019: The County spent \$81,970.00

FY2018: The County spent \$124,896.00

Project Implications: These contracts provide all the necessary ballasts, lamps, light fixtures, and related supplies on an-as needed basis for DREAM's maintenance staff that are responsible for maintaining Fulton County facilities and parking lots.

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

Department Issues/Concerns: If these increase spending authorities are not approved, there will be a delay in covering the increase costs of ballasts, lamps, drivers LED engine light fixtures, lens, lighting supplies and related items used in all Fulton County facilities and parking lots.

Contract Modification

(A) Regency Lighting

Current Contract History	BOC Item	Date	Dollar Amount
--------------------------	----------	------	---------------

Original Award Amount	21-0652	9/1/21	\$48,250.00
Increase Spending Authority			\$5,000.00
Total Revised Amount			\$53,250.00

(B) Voss Electric Co. dba Voss Lighting, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0652	9/1/21	\$39,462.00
Increase Spending Authority			\$5,000.00
Total Revised Amount			\$44,462.00

(D) Summit Lighting Solutions

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0652	9/1/21	\$5,600.00
Increase Spending Authority			\$2,000.00
Total Revised Amount			\$7,600.00

(E) E Sam Jones Distributors

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0652	9/1/21	\$5,000.00
Increase Spending Authority			\$3,000.00
Total Revised Amount			\$8,000.00

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

Total Contract Value: \$15,000.00

(A)

Contract Value: \$5,000.00
Prime Vendor: Regency Lighting
Prime Status: Non-Minority
Location: Los Angeles, CA
County: Los Angeles County
Prime Value: \$5,000.00 or 100.00%

Subcontractor: None

Total Contract Value: \$5,000.00 or 100.00%

Total M/FBE Value: \$-0-

(B)

Contract Value: \$5,000.00

Prime Vendor: Voss Electric Co. d/b/a Voss Lighting

Prime Status: Non-Minority

Location: Marietta, GA

County: Cobb County

Prime Value: \$5,000.00 or 100.00%

Subcontractor: None

Total Contract Value: \$5,000.00 or 100.00%

Total M/FBE Value: \$-0-

(D.)

Contract Value: \$2,000.00

Prime Vendor: Summit Lighting Solutions

Prime Status: African American Male Business Enterprise-Non-Certified

Location: Lawrenceville, GA

County: Gwinnett County

Prime Value: \$1,000.00 or 50.00%

Subcontractor: Halco Lighting Technologies

Subcontractor Status: Non-Minority

Location: Norcross, GA

County: Gwinnett County
Subcontractor Value: \$1,000.00 or 50.00%

Total Contract Value: \$2,000.00 or 100.00%
Total M/FBE Value: \$1,000.00 or 50.00%

(E.)

Contract Value: \$3,000.00
Prime Vendor: E. Sam Jones Distributor, Inc.
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$3,000.00 or 100.00%
Subcontractor: None

Total Contract Value: \$3,000.00 or 100.00%
Total M/FBE Value: \$ -0-

Grand Contract Value: \$15,000.00 or 100.00%
Grand M/FBE Value: \$1,000.00 or 13.33%

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

Exhibit 1: Contractor's Performance Reports

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$98,312.00
 Previous Adjustments: \$0.00
 This Request: \$15,000.00
 TOTAL: \$113,312.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5222-1450: General, Real Estate and Asset Management, Maintenance Supplies-
\$15,000.00

Key Contract Terms	
Start Date: 1/1/2022	End Date: 12/31/2022
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:4.00

Would you select/recommend this vendor again?

Yes

Report Period Start: 4/1/2022
Report Period End: 6/30/2022



DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT

GOODS AND COMMODITIES

Report Period Start 4/1/22	Report Period End 6/30/22	Contract Period Start 1/1/2022	Contract Period End 12/31/2022
Purchaser Order Number 012622-87		Purchase Order Date 1/26/2022	
Department			

Bid Number 19ITBC119850C-GS		Service Commodity DREAM BALLAST, LAMPS & LIGHT FIXTURES	
Contractor			

REGENCY LIGHTING
Performance Rating

0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.
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2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

1. Quality of Goods/Services (Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)

<input type="radio"/>	0	Comments All material and supplies received meet specifications provided to the vendor.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

2. Timeliness of Performance (Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/Change – On Time Completion Per Contract)

<input type="radio"/>	0	Comments All deliveries are made per contract agreement.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	Comments This vendor has been very responsive to all requirements made by Warehouse & Logistics.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	Comments Material provided meet specifications as well as end user expectations.
	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	Comments Vendor's personnell provides excellent customer service and have extensive knowledge of their products.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	4.00	Date	6/3/22
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Calvin Gamble		
Department Head Name:	JOSEPH DAVIS		
Department Head Signature	<i>[Signature]</i>		

After completing the form:
 Submit to Purchasing
 Print a copy for your records
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DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT

GOODS AND COMMODITIES

Report Period Start 4/1/22	Report Period End 6/30/22	Contract Period Start 1/1/2022	Contract Period End 12/31/22
Purchaser Order Number 012226-89		Purchase Order Date 1/26/22	

Department DREAM	
Bid Number 19ITBC119850C-GS	Service Commodity LAMPS, BALLAST & LIGHT FIXTURES
Contractor VOSS LIGHTING	

VOSS LIGHTING
Performance Rating

0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

1. Quality of Goods/Services (Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)

All material and supplies received meet specifications provided to the vendor.

- 0
- 1
- 2
- 3
- 4

2. Timeliness of Performance (Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)

All deliveries are made per contract agreement.

- 0
- 1
- 2
- 3
- 4

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	This vendor has been very responsive to all requirements made by Warehouse & Logistics.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
<input type="radio"/>	0	Material provided meet specifications as well as end user expectations.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	This vendor ' s personnel is customer focused and has excellent customer service skills.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	4.00	Date	6/3/22
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Calvin Gamble <i>Calvin Gamble</i>		
Department Head Name:	JOSEPH DAVIS		
Department Head Signature	<i>Joseph Davis</i>		

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DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT

GOODS AND COMMODITIES

Report Period Start 4/1/22	Report Period End 6/30/22	Contract Period Start 1/1/2022	Contract Period End 12/31/22
Purchaser Order Number 012622-90		Purchase Order Date 1/26/22	

Bid Number 19ITBC119850C-GS		Service Commodity DREAM LAMPS, BALLAST & LIGHT FIXTURES	
Contractor SUMMITT LIGHTING			

Performance Rating

0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

1. Quality of Goods/Services

(Specification Compliance – Technical Excellence –
Reports/Administration – Personnel Qualification

- 0
- 1
- 2
- 3
- 4

All material and supplies received meet specifications provided to the vendor.

2. Timeliness of Performance

(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)

- 0
- 1
- 2
- 3
- 4

All deliveries are made per contract agreement.

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	This vendor has been responsive to all requirements made by Warehouse & Logistics.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	Material provided meet specifications as well as end user expectations.
	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	Vendor's personnell provides good customer service and have extensive knowledge of their products
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

Overall Performance Rating	3.60	Date	6/3/22
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Calvin Gamble <i>Calvin Gamble</i>		
Department Head Name:	JOSEPH DAVIS		
Department Head Signature	<i>Joseph Davis</i>		

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DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT

GOODS AND COMMODITIES

Report Period Start 4/1/22	Report Period End 6/30/22	Contract Period Start 1/1/2022	Contract Period End 12/31/2022
Purchaser Order Number 012622-91		Purchase Order Date 1/26/22	
Department DREAM			

Bid Number 19ITBC119850C-GS	Service Commodity BALLAST, LAMPS & LIGHT FIXTURES
Contractor E. SAM JONES	

Performance Rating

0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.
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4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

1. Quality of Goods/Services	(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)
<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4	All material and supplies received meet specifications provided to the vendor.

2. Timeliness of Performance	(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)
<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4	All deliveries are made per contract agreement.

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	This vendor has been very responsive to all requirements made by Warehouse & Logistics.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
<input type="radio"/>	0	Material provided meet specifications as well as end user expectations.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	Vendor's personnell provides excellent customer service and have extensive knowledge of their products.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	4.00	Date	6/3/22
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Calvin Gamble		
Department Head Name:	JOSEPH DAVIS		
Department Head Signature	<i>[Signature]</i>		

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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0537

Meeting Date: 8/3/2022

Department

Strategy and Performance Management

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

Request approval of a Memorandum of Understanding for a Communitywide Customer Service Survey in the amount of \$120,000.00 with Kennesaw State University, A.I. Burruss Institute of Public Service and Research Kennesaw, to conduct the third year of the community wide customer service survey and conduct evaluation surveys to ascertain opinions on a number of issues related to County management, services and quality of life in support of Fulton County's Strategic Planning efforts.

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

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

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

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 Burruss Institute will oversee a resident survey for Fulton County to solicit opinions regarding Fulton County communication during COVID-19, use of services, and potential changes to service delivery. The survey instrument will be developed in conjunction with Fulton County to ensure the information gathered is useful and questionnaire design is sound.

Communication will be conducted via video conference meetings, email, and phone as appropriate to meet project goals and deadlines. The survey instrument will include all relevant demographics and will be designed to take 12 minutes or less to complete. This length has been determined to be optimal for respondent participation.

The Burruss Institute will prepare a written report that highlights the findings of the residential survey. The report will include an Executive Summary, a description of the methodology, and a presentation of the results.

Survey methodology:

The combination of telephone survey and online survey approach will yield a target of 1,000 completed surveys. This will result in a 95% confidence interval with a margin of error of +/- 3.1%

Phone survey target number of completions - 700

Online survey target number of completions - 300

Wave 1: Survey invitation letters will be mailed to approximately 8,500 residents. Invitations will contain a link and a unique password for each residence. The implementation of this method will allow only that resident to complete the survey. Using this link, the respondent may also stop at any time and restart at a later time or date if desired.

Wave 2: Postcard reminders will be mailed to the same 8,500 residents.

Community Impact: The survey will assist the County in determining how customer service can be improved over the next year.

Department Recommendation: Approval of the agreement

Project Implications: Insight into the satisfaction levels of our citizens with our services as we are moving through the COVID Pandemic.

Community Issues/Concerns: No community issues or concerns identified.

Department Issues/Concerns: No departmental issues or concerns identified.

Contract Modification (*Delete this chart only if the Requested Action is for a NEW award. Simply insert the text "New Procurement." If the Requested Action is for a Contract Modification ((Renewal, Amendment, Change Order, Extension, Increase Spending Authority)), the chart should remain and be completed.*)

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount			\$.00
1st Renewal			\$.00
2 nd Renewal			\$.00
Extension #1			\$.00

Total Revised Amount			\$.00
----------------------	--	--	--------

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

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

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

Contract Attached

Choose an item.

Previous Contracts

Choose an item.

Total Contract Value

Original Approved Amount:

Previous Adjustments:

This Request:

TOTAL:

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

Fiscal Impact / Funding Source

Funding Line 1:

100-999-1823-1160

Funding Line 2:

Key Contract Terms

Agenda Item No.: 22-0537

Meeting Date: 8/3/2022

Start Date: 8/17/2022	End Date: 8/16/2023
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start:

Report Period End:

RESEARCH CONSULTING AGREEMENT

THIS RESEARCH AGREEMENT (hereinafter referred to as the “Agreement”) is entered into on this ____ day of May, 2022, by and between the Kennesaw State University Research and Service Foundation, Inc. (“KSURSF”), whose principal place of business is 1000 Chastain Road, 3424 Kennesaw Hall, MD# 0111, Kennesaw, GA 30144, and Fulton County Government (“Company”), whose principal place of business is located at 141 Pryor Street SW, Atlanta, GA 30303.

Whereas, KSURSF, through its relationship with Kennesaw State University (“KSU”), has valuable experience, skill, and ability in the Survey of Fulton County Residents.

Whereas, KSURSF is engaged in, among other things, the development and promotion of new knowledge through research, education and participation in programs sponsored by third parties.

Whereas, KSURSF is committed to research objectivity, transparency, and compliance.

Whereas, Company desires to have KSURSF undertake a research project in accordance with the scope of work described in Exhibit A, Statement of Work.

Whereas the research program contemplated by this Agreement is of mutual interest and benefit to KSURSF and Company and will further KSURSF's and KSU's research objectives.

NOW, THEREFORE in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Statement of Work.** KSURSF agrees to use its reasonable efforts to perform the research project described in Exhibit A (“the Research”), which Exhibit is incorporated herein. Said work will be performed through a subcontract with KSU.
2. **Payment.** The Company shall pay KSURSF the amount of \$ 120,000 for Services in accordance with the Terms below:

PAYMENT TERMS

This is a fixed price agreement. Upon execution of this Agreement, KSURSF will submit invoices for payment due within thirty (30) days from receipt of the invoice in accordance with the following schedule:

60% due upon execution of this Agreement;
30% due 60 days from the start date of the project;
10% due upon receipt of all deliverables.

KSURSF invoices should be sent to:

Michael Rowicki, 404-613-7944, Mike.Rowicki@fultoncountyga.gov

Checks shall be made payable to the KSURSF and shall be sent to:

KSURSF
3391 Town Point Drive, Suite 3700, MD#9110
Kennesaw, Georgia 30144

All proceeds from this agreement will be used to cover expenses and to further KSURSF's mission.

3. **Independent Contractor.**

- a. KSURSF is an independent contractor and shall not be deemed to be an employee of the Company. The Company is hereby contracting with KSURSF for the Services, and KSURSF reserves the right to determine the method, manner and means by which the Services will be performed.
- b. Neither party has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in a writing signed by both parties.

4. **Term.** The term of this Agreement shall commence on 6/1/2022 and terminate on 5/31/2023, unless otherwise terminated in accordance with other provisions of this Agreement.

5. **Termination.** Either party may terminate this agreement without cause with thirty (30) days written notice to the other party. KSURSF shall be paid for work done, or shall retain payments made, on a pro rata basis as of the date of termination.

6. **Notices.** Any notices given under this Agreement shall be in writing and delivered by certified or registered return receipt mail, postage prepaid, or by facsimile addressed to the parties as follows:

For Company:

For KSURSF:

Name: Michael Rowicki

Name: Renita Wiley

Title: Director, Strategy and Performance Management

Title: Director of Sponsored Programs

Address: 141 Pryor Street, Peachtree Level Suite 2045, Atlanta, GA 30303

Address: 585 Cobb Avenue, Room 3413, MD 0111, Kennesaw, GA 30144

Telephone: 404-613-7944

Telephone: 470-578-6790

Email: Mike.Rowicki@fultoncountyga.gov

Email: rwiley15@kennesaw.edu

7. **Publicity.** Neither party shall use the name, tradenames or trademarks of the other party or the other party's employees in connection with any products, promotion, or advertising without the prior written permission of an authorized representative of the other party. The foregoing shall not, however, preclude any legally required disclosure, reports generated in the normal course of business, or acknowledgement of sponsorship as required by the guidelines of an academic organization.

8. **Assignment.** KSURSF shall not assign or subcontract the whole or any part of this Agreement without the Company's prior written consent; provided, however, that Company consents to KSURSF using faculty, staff, and students from Kennesaw State University (hereinafter referred to as "KSU") to deliver the services described in Exhibit A.

9. **Intellectual Property Rights.**

Background IP Ownership

Each party owns or will own, and will continue to own under this Agreement, all of its intellectual property, including innovations, inventions, creations, works of authorship, developments, information, data, software, technology, and materials, and any other IP Rights, existing as of the Effective Date or if after that time, the intellectual property arose out of or resulted from activities that are independent from the Project ("**Background IP**").

(must select one of the following options)

[Option A] During the course of the Project, KSURSF will disclose to Company any intellectual property it develops that is directly related to its work on the Project. At Company's request, and in consideration of the Project fee payment set forth above, KSURSF will assign all of its rights and interests in the intellectual property to Company, but Company agrees that KSURSF shall retain a perpetual, nontransferable, royalty free license to use the intellectual property for educational purposes only. Should Company not be interested in the intellectual property that is disclosed by KSURSF, then Company shall so notify KSURSF and shall renounce, in writing, any ownership interest in the intellectual property.

[Option B] Ownership of any intellectual property, including but not limited to confidential information, patents, copyrights, design rights, rights to computer software, and any other intellectual property rights, developed or created prior to this Agreement shall remain with the owner. Any intellectual property developed or created by Company and KSURSF shall be owned jointly by KSURSF and Company. KSURSF agrees that it will grant a royalty-free worldwide, exclusive, perpetual license to the Company, with a field of use limited to the Survey of Fulton County Residents. Company agrees to bear the cost of filing for patent protection for said intellectual property. For uses outside of the Survey of Fulton County Residents, KSURSF and Company are free to license the intellectual property to others, but any income received for said licensing, or from any other use of the intellectual property, shall be shared with the other joint owner on a 50-50 basis.

10. **Publication.** It is important to KSURSF and its faculty and students that the right to publish and present information about research activities be unfettered. Subject to the limitations below, KSU Faculty, Staff, and Students shall be free to publish and present data, information, and other research results arising from the Project. KSU Faculty and Students working on the Project agree to provide Company, in confidence, with an advanced copy of any publication resulting from the Project not less than thirty (30) calendar days prior to the submission to a journal or any other public disclosure in order to give Company an opportunity to request removal of any of its proprietary or confidential information. If requested by Company, KSU Faculty and Students agree to remove any such confidential or proprietary information of the Company from the publication or presentation. If Company has not responded within fifteen (15) calendar days of receipt of the proposed publication or submission, KSU shall send a second notice to Company about its need to review the submission. If Company has not responded within fifteen (15) calendar days of this notice, KSU Faculty and Students may move forward with publication or other public disclosure. At the request of the Company within this thirty day period referenced above, KSU Faculty and Students agree to delay the publication for a period of up to sixty (60) days from the date the

publication or presentation was originally provided to the Company so that any relevant patent applications may be filed.

11. **Confidentiality.**

- (A) Unless otherwise required by law, KSURSF will exercise reasonable effort to maintain in confidence proprietary or trade-secret information disclosed or submitted to KSURSF by the Company which is designated in writing as confidential information at the time of disclosure ("Confidential Information").
- (B) Confidential Information does not include information which:
 - 1. was known to KSURSF prior to the disclosure hereunder.
 - 2. was received from a third party not under an obligation of confidence to KSURSF.
 - 3. is in the public domain at the time of disclosure hereunder or subsequently entered the public domain without the fault of the recipient.
 - 4. is independently known prior to receipt thereof or is discovered independently by an employee or student of KSURSF who had no access to the information supplied by the Company under this Agreement; or
 - 5. is required to be disclosed by law.
- (C) KSURSF retains the right to refuse to accept any such information which is not considered to be essential to the completion of the Research. The obligations of confidentiality under this paragraph shall survive and continue for three (3) years after the termination of this Agreement.

12. **Covenants.**

8.1 Compliance with Laws. KSURSF and the Company will comply at all times with all applicable laws and regulations relating to the provision of the Program.

8.2 Compliance with Policies and Standards. KSURSF and the Company will comply with all applicable time and expense reporting, practices and standards and will perform their obligations in a manner consistent with ethical and professional standards.

8.3 No Use of Party's Name. The Parties may not use each other's names or marks or any Company's name in any promotional materials or other communication with third parties without the other Party's written consent. KSURSF retains the right to reference the name of the Company as a Company and the work performed in any manner KSURSF sees fit.

13. **Force Majeure:**

KSURSF shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any reason beyond KSURSF's control, or by reason of any of the following occurrences: labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, floods, earthquakes, acts of God, energy or other conservation measures, explosion, failure of utilities, mechanical breakdowns, material shortages, pandemic/disease, or other such occurrences.

14. **Warranties.** KSURSF MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE RESEARCH

OR ANY INVENTION(S) OR PRODUCT(S), WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED OR DEVELOPED UNDER THIS AGREEMENT; OR THE NON-INFRINGEMENT, OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR ANY SUCH INVENTION OR PRODUCT. Company acknowledges that the Research is a scientific undertaking and consequently, KSURSF will not guarantee any particular outcome.

15. **Applicable Law.** This Agreement shall be governed by the laws of the State of Georgia.
16. **Mediation.** Prior to the commencement of civil action by either party with respect to any disputes arising out of this Agreement, such party may submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with each other in selecting a mediator and in scheduling the mediation proceedings. Venue for mediation will be Cobb County, Georgia. The parties covenant that they will participate in the mediation in good faith and that they will share equally in the costs.
17. **Contacts.**
- | | |
|--|--|
| KSURSF | Company |
| Programmatic: Christy Storey; cstorey@kennesaw.edu; 470-578-6464 | Programmatic: Mike Rowicki;
Mike.Rowicki@fultoncountyga.gov; 404-613-7944 |
| Administrative/Financial: Christy Storey; cstorey@kennesaw.edu; 470-578-6464 | Administrative/Financial: Mike Rowicki;
Mike.Rowicki@fultoncountyga.gov; 404-613-7944 |
18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter. This Agreement may be amended, but only upon advance mutual written agreement by the parties.

IN WITNESS WHEREOF the parties have executed this Agreement on the date last written below.

AGREED TO BY:

KENNESAW STATE UNIVERSITY
RESEARCH AND SERVICE FOUNDATION, INC.

COMPANY

Signature

Signature

Printed Name:

Printed Name:

Title:

Title:

Date :

Date:

Exhibit A

I. Statement of Work

KSURSF agrees to provide the following consulting services to the COMPANY.

Survey of Fulton County Residents

The Burruss Institute will oversee a resident survey for Fulton County to solicit opinions regarding Fulton County communication during COVID-19, use of services, and potential changes to service delivery. The survey instrument will be developed in conjunction with Fulton County to ensure the information gathered is useful and questionnaire design is sound. Communication will be conducted via video conference meetings, email, and phone as appropriate to meet project goals and deadlines. The survey instrument will include all relevant demographics and will be designed to take 12 minutes or less to complete. This length has been determined to be optimal for respondent participation.

The Burruss Institute will prepare a written report that highlights the findings of the residential survey. The report will include an Executive Summary, a description of the methodology, and a presentation of the results.

Survey methodology:

The combination of telephone survey and online survey approach will yield a target of 1000 completed surveys. This will result in a 95% confidence interval with a margin of error of +/- 3.1%

Phone survey target number of completions – 700

Online survey target number of completions – 300

Wave 1: Survey invitation letters will be mailed to approximately 8,500 residents. Invitations will contain a link and a unique password for each residence. The implementation of this method will allow only that resident to complete the survey. Using this link, the respondent may also stop at any time and restart at a later time or date if desired.

Wave 2: Postcard reminders will be mailed to the same 8,500 residents.

Timeline:

The Institute will conduct the survey using the timeline below as a guide with the understanding that any delays in the first three tasks will result in corresponding delays for the remaining tasks, including delivery of the final report.

6/3/2022 – Signed agreement received by Burruss Institute at KSU Research and Service Foundation

6/21/2022 – Fulton County provide list of questions for survey

7/08/2022 – Survey instrument finalized

7/11/22 – Burruss provide electronic copy of mail invitation and reminder postcard to Fulton County for approval

7/13/2022 – Fulton County approve invitation and reminder postcard

7/18/2022 – Survey instrument programmed and available to test online

8/08/2022 – Data collection begins

11/25/2022 – Last day of data collection

12/7/2022 – Draft report provided to Fulton County

12/9/2022 – Feedback provided to Burruss

12/14/2022 – Final report provided to Fulton County

The KSURSF retains the right to subcontract aspects of the data collection, in part or in whole, to a third party, depending on the Burruss Institute's current workload, in order to meet project deadlines. To meet the requested deadline, the Institute may subcontract printing, mailing, or telephone services. When data collection is subcontracted to a third party, the Institute works closely with the subcontractor to make sure strict quality control guidelines are followed.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0538

Meeting Date: 8/3/2022

Department

Community Development

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

Request approval of a Resolution by the Board of Commissioners to authorize the adoption and approval of the 2022 HUD Annual Action Plan to secure federal funds supporting projects and services needed by its low- and moderate-income citizens. Funding is as follows: Community Development Block Grant Program (CDBG) in the amount of \$1,382,965.00 and HOME Investment Partnership Program in the amount of \$736,244.00. A Fulton County general fund match is not required for the CDBG Program. Fulton County uses its general fund to support the required 25% match for the HOME program.

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

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

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

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

Fulton County received official notice on June 2, 2022, informing the County of funding awards for

the Community Development Block Grant Program (CDBG) in the amount of \$1,382,965 and the HOME Investment Partnership Program (HOME) in the amount of \$736,244.

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

Scope of Work:

- I. CDBG proposes to utilize the 2022 funding allocation to support eligible projects and activities administered by municipalities under the Fulton County Cooperative Agreement.
 - A 2022 grant application was released to municipalities on September 8, 2021, for a 27 day period.
 - CDBG virtual application technical assistance (TA) workshops were held on September 28, October 12, and October 19, 2021 via ZOOM.
 - FY2022 budget for CDBG is \$1,382,965.

2022 CDBG Proposed Budget and Activity Funding

CDBG Budget Area	Activity	CDBG National Objective	CDBG Proposed Funds Amount
Program Administration	Requirements to administer CDBG Program	N/A	\$116,966
Public Service	Fair Housing	Fair Housing	\$77,874
College Park	Park Improvements	Area Benefit	\$90,000
East Point	Park Improvements	Area Benefit	\$170,000
Fairburn	Street Improvements	Area Benefit	\$311,850
Hapeville	Park Improvements	Area Benefit	\$65,000
Palmetto	Infrastructure Improvements	Area Benefit	\$239,425
Union City	Street Improvements	Area Benefit	\$311,850
CDBG Total			\$1,382,965

- II. HOME applications have not been solicited for FY 2022.
 - The department is working to issue RFP's for: Housing Rehab, CHDO (housing development activities), Tenant Based Rental and Down Payment Assistance.
 - FY 2022 HOME allocation total is \$736,244.

2022 HOME Proposed Budget and Activity Funding

HOME Budget Area	Description	HOME Funds Amount
Program Administration	Requirements to administer the HOME program.	\$73,624
Home Ownership Program (HOP)	Down Payment and closing cost assistance for 1 st time home buyers in unincorporated Fulton County.	\$174,623
Tenant Based Rental Assistance	Rental Assistance for public housing voucher participants.	\$377,561
Community Housing Development Organizations (CHDOs)	Set aside for eligible nonprofit developments for CHDO related activities	\$110,436
HOME Total		\$736,244

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

Department Recommendation: Approve the requested action.

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

Community Issues/Concerns: Public hearings were held on September 23, 2021, January 6, 2021, and on June 7, 2022. There were no community concerns identified.

Department Issues/Concerns: If the 2022 Annual Action Plan is not approved, it will adversely impact the scope and range of services the County is able to provide to the low to moderately low income populations in Fulton County.



**FULTON
COUNTY**

2022 Annual Action Plan

Draft for Public Display

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Executive Summary

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

1. Introduction

Fulton County receives funding annually from the U.S. Department of Housing and Urban Development under the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs. The Department of Health & Human Services, Fulton County Department of Community Development is the County's designated department responsible for the federal grant programs. One of the requirements for receiving these funds is the development of a five-year Consolidated Plan for Housing and Community Development (CP) to provide policy direction for the next five years of funding decisions. The County prepared a new Five-Year Consolidated Plan for FY 2020-2024. The Consolidated Plan is the basis for allocation priorities and actions for FY 2022.

2. Summarize the objectives and outcomes identified in the Plan

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

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

- Encourage agencies to develop affordable for-sale housing that is accessible to people with disabilities.
- Decent Housing Goal #3 – Homeowner Rehabilitation
 - Preserve the existing affordable housing stock by assisting income-eligible homeowners with housing rehabilitation and repairs, with an emphasis on housing problems affecting health and safety.
- Decent Housing Goal #4 – Rental Assistance
 - Assist income-eligible renter households with tenant-based rental assistance.
 - Collaborate with agencies in the Continuum of Care (CoC) and others to assist households at-risk of homelessness with short-term rental payments, utility assistance, rapid rehousing, or other assistance.
 - Collaborate with agencies in the CoC and others to assist people who are homeless through provision of and access to emergency, transitional, and permanent housing to enable them to move to appropriate housing and achieve greater stability.
- Decent Housing Goal #5 – Homelessness Housing and Prevention
 - Assist income-eligible renter households with tenant-based rental assistance.
 - Collaborate with agencies in the Continuum of Care (CoC) and others to assist households at-risk of homelessness with short-term rental payments, utility assistance, rapid rehousing, or other assistance.
 - Collaborate with agencies in the CoC and others to assist people who are homeless through provision of and access to emergency, transitional, and permanent housing to enable them to move to appropriate housing and achieve greater stability.
- Suitable Living Environment Goal #1 – CDBG Public Services
 - Fund eligible public services to serve low- and moderate-income residents, youth, seniors, people with disabilities, and other special needs populations.
- Suitable Living Environment Goal #3 – Fair Housing Education and Enforcement
 - Provide assistance to eligible households which might include but is not limited to:
 - Fair housing education services to help residents, community organizations, and housing providers understand fair housing rights and responsibilities.
 - Provide fair housing complaint investigation services.
 - Consumer education and awareness around predatory lending fraudulent mortgages, and other housing scams.
- Suitable Living Environment Goal #4 – Facility and Infrastructure Improvements
 - Work with other County departments, cooperating cities within Fulton County, and non-profit agencies.
 - Fund infrastructure improvements and public facilities such as sidewalks, street lighting, pedestrian facilities, ADA improvements, and community centers in income-eligible areas.
 - Assist community service organizations in improving or expanding physical structures to serve homeless residents, low- and moderate-income households, and other special needs populations.

- Demolish dilapidated structures to stop the spread of blight in low- and moderate-income areas as needed.
- Program Administration
 - Program administration related to the planning and execution of community development, housing, and homelessness activities assisted with funds provided under the CDBG and HOME programs.

3. Evaluation of past performance

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

The CAPER for 2021 will be produced and available for public display in early March 2022. During FY 2020, the County managed the three federal grant programs: CDBG, HOME and ESG. CDBG successfully contributed to the completion of projects to include parks and recreational developments, storm drainage and sewer system improvements, street and sidewalk improvements, community meeting facilities improvements, and handicap accessible facilities. During FY 2020, the County managed CARES Act funds through CDBG-CV and ESG-CV.

In 2020, the CDBG program served 277 individuals or households. Note: Housing rehabilitation is reported by household and there were 30 households served. The CDBG program is designed to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low to moderate income persons. Funds were used for municipal infrastructure and facilities projects.

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

In 2020, there were 758 individuals served. In addition to what is reported in the table above, there were 6 persons who identified as multi-racial and was not recorded for 41 persons. Hispanic ethnicity was not counted for 10 persons served in ESG funded programs. Fulton County provided the funding for services to female homeless heads of household with children, families, unattached women and men, and youth through North Fulton Community Charities, Inc. from the period from January 1, 2020- December 31, 2020.

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

Copies of recent CAPERs are available for review at Fulton County’s Community Development Department or online at www.fultoncountyga.gov/services/human-services/housing-and-urban-development-funded-programs.

4. Summary of Citizen Participation Process and consultation process

Fulton County consulted with residents, County staff, government agencies, nonprofit agencies, housing and homeless service providers, and others to develop this Annual Action Plan (AAP). The County held two public meetings on September 23, 2021 and January 6, 2022 and interviewed key stakeholders to develop its strategy for 2022. Applications were solicited from local municipalities for CDBG funds. HOME funds were allocated to an on-going homeownership program and Tenant-Based Rental Assistance.

Fulton County held two virtual meetings to receive stakeholder input on the draft plan. The first meeting was held to receive Citizen input on the needs of the County that could be met with federal grant funds and to provide a summary of the past use of funds. The second public hearing was held to provide an opportunity for the public to comment on the draft Annual Action Plan. The 30-day public comment period ran from December 8, 2021 to January 10, 2022.

On February 3, 2021, HUD issued a waiver allowing public hearings to be held virtually to allow for social distancing and limited public gatherings during a public health emergency. The County revised its Citizen Participation Plan to allow for virtual public meetings during public health emergencies. The County is continuing to follow local, state and federal recommendations to limit public gatherings during the COVID-19 public health emergency. As such, the County is utilizing the waiver during the development of its 2022 AAP and will solicit public comment and conduct public hearings in a virtual way in accordance with its Citizen Participation Plan. Accommodations will be made for persons with disabilities and LEP persons. Documents for public review will be shared via the County’s Website.

5. Summary of public comments

Fulton County held a public needs meeting on September 23, 2021 and second public hearing on January 6, 2022.

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

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

All comments were accepted.

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

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

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

Lead Agency	Fulton County	Department of Community Development
CDBG Administrator	Fulton County	Department of Community Development
HOME Administrator	Fulton County	Department of Community Development

Table 1 – Responsible Agencies

Narrative (optional)

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

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

Consolidated Plan Public Contact Information

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Deputy Director
Health & Human Services, Fulton County Department of Community Development
137 Peachtree Street SW, Atlanta, Georgia 30303,
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AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

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

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

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

In developing the Consolidated Plan in 2020 and the 2022 Annual Plan, the County strived to include input from housing providers and health, mental health, and other service agencies. A variety of assisted housing providers and health, mental health, and service agency stakeholders were invited to attend the public meeting held September 23, 2021. Stakeholders included city elected officials and staff, housing authority staff, housing developers, nonprofit organizations, homeless housing and service providers, mental health service providers, agencies serving people with disabilities, an agency representing persons with limited English-speaking ability, senior services, workforce development organizations, and others. The public meetings and interviews included discussions of the connections between housing and other community needs. Office hours were also held for interested municipalities and organizations to review CDBG specific requirements and answer questions on the application process.

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

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

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

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

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

During the October CoC Membership Meeting, the County reviewed the 2022 Annual Action Plan including an overview of the Consolidated Plan goals, projected 2022 allocations, basics of CDBG and HOME and past use of funds.

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

Representative agencies, groups, and organization that were contacted during the year and specifically for the 2022 Annual Action Plan are shown in the table on the following pages. In addition to the agencies listed, others may have participated in public meetings, CoC meetings or Office Hours.

Table 2 – Agencies, groups, organizations who participated

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

4	Agency/Group/Organization	CITY OF HAPEVILLE
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Market Analysis non-housing improvements
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Hapeville is a subrecipient of funding.
5	Agency/Group/Organization	City of Fairburn Georgia
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs non-housing improvements
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Fairburn will be a subrecipient of funds of CDBG funds.
6	Agency/Group/Organization	CITY OF UNION CITY
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	non-housing needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Union City will be a subrecipient of funds for 2022 CDBG.
7	Agency/Group/Organization	CITY OF PALMETTO
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	non-housing needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Palmetto will be a subrecipient of funds for 2021 CDBG. A park will be improved.
8	Agency/Group/Organization	Fulton County Housing Authority
	Agency/Group/Organization Type	PHA Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Fulton County Housing authority provides services to those households in lowest income brackets. The HAFC provides counseling for homeownership and self-sufficiency.
9	Agency/Group/Organization	Housing Authority of the City of East Point
	Agency/Group/Organization Type	PHA Services-Employment
	What section of the Plan was addressed by Consultation?	Public Housing Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	East Point Housing Authority offers Self-Sufficiency educational programming to residents and has recently developed a new Senior housing opportunity.
10	Agency/Group/Organization	Community Assistance Center
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Community Assistance Center provides homeless prevention services for persons threatened with homelessness.
11	Agency/Group/Organization	FULTON COUNTY HEALTH & HUMAN SERVICES DEPARTMENT
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-Health Other government - County
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Fulton County Department of Health and Human Services provides oversight to the COC and homeless services for the County, including the ESG Program.

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

There are no agency types that were not consulted in preparation of the annual plan.

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

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

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

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

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the state and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l)).

During FY 2022, the County will continue to work with other local public and private entities, regional organizations, and the state of Georgia. Several public entities provided input during the development of this Plan, including the Atlanta Regional Commission, Fulton County Department of Community Development, Fulton County Continuum of Care, the Housing Authority of Fulton County, Fulton County Schools, the Fulton County Development Authority, and the East Point and Fairburn Housing Authorities, the Cities of Alpharetta, East Point, College Park, Fairburn, Hapeville, Milton, Mountain Park, Union City and Palmetto.

AP-12 Participation – 91.105, 91.200(c)

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

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

1. Informing the municipalities and organizations of the availability of funds, application deadline. Letters and emails were sent out in August 2021.
2. The first public meeting was held on September 23, 2021. The hearing was advertised in the local newspaper and a blast emailed to a cross section of organizations, municipalities, state agencies, as well as advocacy organizations focused on fair housing, and language barriers to inform them of the hearing.
3. A series of Office Hours were held for CDBG applicants to review program eligibility and provide overview of the application process.
4. The Action Plan was disseminated by email to the participating jurisdictions as well as organizations that represent low- and moderate-income persons and those with limited English proficiency. The second public hearing announcement was included in this communication.
5. The plan was available for public comment for 30 days and available on the county website.
6. A second hearing will be held on January 6, 2022 and advertised with the availability of the Action Plan for display. Notice will be disseminated through agencies that have contact with low- and moderate-income persons and those with limited English proficiency.
7. Comments received were provided during the public hearing during which participants indicated [complete after 2nd public hearing]

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Needs Hearing	General Public	Zero people attended the 1 st Public Needs Hearing	None	None	N/A
2	Newspaper Ads	General Public	The newspaper ads were used to inform the public of the first and second public hearings as well as the availability of the plan.	N/A	None	N/A
3	Public Hearing	General Public	[TBD] January 6, 2022			N/A
4	Letters /Emails	Municipalities and Agencies	Sent to inform entities of process and encourage participation by constituent groups	TBD	None	N/A

Table 4 – Citizen Participation Outreach

Expected Resources

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

Introduction

The table below shows the County’s grant allocations for the 2022 program year as announced by HUD, along an estimate of anticipated grant funding for the remaining years covered by this Consolidated Plan. This estimate assumes that funding over the remaining years will average to be about the same as the 2020 allocations upon which this project was based. All grant funds will be used to support the Fulton County Department of Community Development’s goals to provide decent affordable housing, a suitable living environment, and expanded economic development.

HOME Program income reflects the actual amount of prior year program income available for use in 2022.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Federal	Acquisition Admin and planning Economic development Housing Public improvements Public services	\$1,382,965	\$0	\$248,853	\$1,684,239.45	\$4,200,000	CDBG funds may be used to carry out activities related to housing rehabilitation, demolition and community revitalization, public infrastructure improvements, park improvements, public services, and planning.
HOME	Federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	\$736,244	\$5,074.12	\$0	\$741,318.12	\$2,020,243	HOME funds may be used for homebuyer assistance, TBRA, homeowner rehab, affordable housing development, CHDO activities, and program administration.

Table 5 - Expected Resources – Priority Table

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

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

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

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

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

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Decent Housing Goal #1 – Affordable Housing Construction and Preservation	2022	2023	Affordable Housing	County Wide	Develop and Preserve Affordable Rental Housing	HOME: \$110,437	Rental Units Constructed: 2 housing units
2	Decent Housing Goal #2 – Down Payment Assistance	2022	2023	Affordable Housing	County Wide	Affordable Homeownership Opportunities	HOME: \$125,000.00	Direct Financial Assistance to Homebuyers: 3 households

3	Decent Housing Goal #4 – Rental Assistance	2022	2023	Affordable Housing	County Wide	Develop and Preserve Affordable Rental Housing	HOME: \$432,257.52	Tenant-based rental assistance/Rapid Rehousing: 25 households
6	Suitable Living Environment Goal #3 – Fair Housing Education and Enforcement	2022	2023	Non-Housing Community Development	County Wide	Fair Housing Education and Enforcement	CDBG: \$77,157	Public Services activities for Low/Moderate Income Housing Benefit: 30 households
7	Suitable Living Environment Goal #4 – Facility and Infrastructure Improvements	2022	2023	Non-Housing Community Development	County Wide	Community Improvements	CDBG: \$1,278,068	Public Facility or Infrastructure other than Low/Moderate Income Housing Benefit: 90,186 persons
8	Program Administration	2022	2023	Other	County Wide	Program Administration	CDBG: \$276,593 HOME: \$73,624.00	Other: 3

Table 6 – Goals Summary

Goal Descriptions

- Decent Housing Goal #1 – Affordable Housing Construction and Preservation
 - Support the development of rental housing affordable to low- and moderate-income households, including projects located near employment, transportation, and other community resources and for seniors, veterans, people with disabilities, or other special needs households, such as people who are formerly homeless or at risk of homelessness.
 - As economically feasible, consider possible opportunities to extend the useful life of existing affordable rental housing by funding acquisition and/or rehabilitation activities
 - Support development of for-sale housing units affordable to low- and moderate-income households, including homes located near employment, transportation, or other community resources.
 - Increase the number of first-time homebuyers through down payment and closing cost assistance.
 - Encourage agencies to develop affordable for-sale housing that is accessible to people with disabilities.
- Decent Housing Goal #2 – Down Payment Assistance
 - Support development of for-sale housing units affordable to low- and moderate-income households, including homes located near employment, transportation, or other community resources.
 - Increase the number of first-time homebuyers through down payment and closing cost assistance.
 - Encourage agencies to develop affordable for-sale housing that is accessible to people with disabilities.
- Decent Housing Goal #3 – Homeowner Rehabilitation
 - Preserve the existing affordable housing stock by assisting income-eligible homeowners with housing rehabilitation and repairs, with an emphasis on housing problems affecting health and safety.
- Suitable Living Environment Goal #1 – CDBG Public Services
 - Fund eligible public services to serve low- and moderate-income residents youth, seniors, people with disabilities and other special needs populations
- Suitable Living Environment Goal #3 – Fair Housing Education and Enforcement
 - Provide assistance to eligible households which might include but is not limited to:
 - Fair housing education services to help residents, community organizations, and housing providers understand fair housing rights and responsibilities.
 - Provide fair housing complaint investigation services.
 - Consumer education and awareness around predatory lending fraudulent mortgages, and other housing scams.
- Suitable Living Environment Goal #4 – Facility and Infrastructure Improvements
 - Work with other County departments, cooperating cities within Fulton County, and non-profit agencies.

- Fund infrastructure improvements and public facilities such as sidewalks, street lighting, pedestrian facilities, ADA improvements, and community centers in income-eligible areas.
- Assist community service organizations in improving or expanding physical structures to serve homeless residents, low- and moderate-income households, and other special needs populations.
- Demolish dilapidated structures to stop the spread of blight in low- and moderate-income areas as needed.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b)

Housing assistance will be provided through several programs to different population groups:

	Extremely low	Low income	Moderate Income
Homeownership		1	2
Housing Rehabilitation	2	4	4
TBRA	25		
Rapid Rehousing	20		

Projects

AP-35 Projects – 91.220(d)

Introduction

The projects listed below represent the activities Fulton County plans to undertake during the 2022 program year to address the goals of providing decent affordable housing, promoting a suitable living environment, and encouraging economic opportunity. The allocation of funding for the 2022 projects has been determined based on overall priority needs of county residents and community input received during the planning process.

Projects

#	Project Name
1	2022 Home Ownership Program
2	2022 Tenant-Based Rental Assistance
3	2022 HOME CHDO
4	2022 HOME Program Administration
5	Hapeville – Tom E. Morris Splash Park
6	City of Fairburn—Golightly Street Improvements
7	Union City—Roosevelt Highway improvements
8	Palmetto—Green Springs and Palmetto Springs Pump Station upgrades
9	East Point- Summer Park
10	East Point- Brookdale Park
11	East Point- Point Center Park
12	College Park-- Conley Recreation Center-Plumbing, Sewer Infrastructure Improvement
13	2022 CDBG Program Administration
14	2022 Fair Housing Activities

Table 7 - Project Information

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

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

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

The funding amounts proposed below represent estimated amounts based on what the County expects to receive from HUD. The final project budgets will be determined upon Congressional budget appropriations and the County's actual allocation amount. Should the County receive more than projected, the County will adjust this budget by increasing administration to the maximum 20% allowed; then, each project will receive additional funds commensurate with the increase in the County's allocation (for instance, if the County's allocation increases by 3%, each project will receive an increase of 3%). If the County receives less than these estimates, project budgets will be reduced according to the methodology above.

AP-38 Project Summary

Project Summary Information

1	Project Name	2022 Home Ownership Program
	Target Area	Countywide
	Goals Supported	Decent Housing Goal #2 – Down Payment Assistance
	Needs Addressed	Affordable Homeownership Opportunities
	Funding	HOME: \$125,000
	Description	Loans to eligible first time homebuyers to assist with down payment costs related to eligible home purchases in Fulton County.
	Target Date	12/31/2022
	Estimate the number and type of persons that will benefit from the proposed activity	Direct financial assistance to homebuyers: 3 households assisted
	Location Description	Specific locations within the Fulton County entitlement jurisdiction to be determined during the program year
	Planned Activities	Down payment assistance to first time homebuyers.
2	Project Name	2022 Tenant-Based Rental Assistance
	Target Area	Countywide
	Goals Supported	Decent Housing Goal #4 – Rental Assistance
	Needs Addressed	Rental Assistance, Homelessness Prevention, and Rapid Rehousing
	Funding	HOME: \$432,257.52
	Description	Reimbursement to contracted partner(s) to provide tenant-based rental assistance programs for extremely low- and low-income households.
	Target Date	12/31/2022
	Estimate the number and type of persons that will benefit from the proposed activity	Tenant based rental assistance / rapid rehousing: 25 households assisted
	Location Description	Specific locations within the Fulton County entitlement jurisdiction to be determined during the program year

	Planned Activities	Tenant-based rental assistance for extremely low- and low-income households.
3	Project Name	2022 HOME Program CHDO
	Target Area	Countywide
	Goals Supported	Decent Housing Goal #1 – Affordable Housing Construction and Preservation
	Needs Addressed	Develop and Preserve Affordable Rental Housing
	Funding	HOME: \$110,437
	Description	Set aside funds for CHDO activities.
	Target Date	12/31/2022
	Estimate the number and type of persons that will benefit from the proposed activity	Rental Units Constructed; 2 units
	Location Description	Countywide
	Planned Activities	CHDO eligible activities
4	Project Name	2022 HOME Program Administration
	Target Area	Countywide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	HOME: \$73,624
	Description	Program administration costs related to the overall planning and execution of HOME-assisted affordable housing activities, in accordance with the HOME administrative cap. Up to 10 percent of each year's HOME grant plus program income can be obligated for planning and administrative costs.
	Target Date	12/31/2022
	Estimate the number and type of persons that will benefit from the proposed activity	0
	Location Description	Countywide
	Planned Activities	Program administration costs related to the overall planning and execution of HOME-assisted affordable housing activities.

5	Project Name	Hapeville – Tom E. Morris Splash Park
	Target Area	City of Hapeville
	Goals Supported	Suitable Living Environment Goal #4 – Facility and Infrastructure Improvements
	Needs Addressed	Community Improvements
	Funding	CDBG: \$146,102
	Description	Development of a Splash Pad in the park for citywide use; this is the third year of funding for this multi-year project.
	Target Date	12/31/2023
	Estimate the number and type of persons that will benefit from the proposed activity	The population of CT 108 block groups 1-6, 6,645 persons
	Location Description	532-500 Marina St
	Planned Activities	Park improvements Matrix Code 03F
6	Project Name	City of Fairburn – Golightly Street Improvements
	Target Area	City of Fairburn
	Goals Supported	Suitable Living Environment Goal #4 – Facility and Infrastructure Improvements
	Needs Addressed	Community Improvements
	Funding	CDBG: \$311,850
	Description	New sidewalks with installation of curb ramps at the intersections and pedestrian lighting Matrix Code 03L
	Target Date	12/31/2022
	Estimate the number and type of persons that will benefit from the proposed activity	Survey conducted: 161 people
	Location Description	140 Golightly Street
	Planned Activities	Sidewalk improvements
7	Project Name	Union City – Roosevelt Highway Improvement

	Target Area	City of Union City
	Goals Supported	Suitable Living Environment Goal #4 – Facility and Infrastructure Improvements
	Needs Addressed	Community Improvements
	Funding	CDBG: \$250,420
	Description	The Roosevelt Highway streetscape improvements project includes the portion of Highway 29 from Highway 138 to Dixie Lake Road. The project will provide ADA accessible sidewalk upgrades, landscaping, hardscaping and lighting. The streetscape improvements support the City’s efforts to improve safety and quality of life.
	Target Date	12/31/2022
	Estimate the number and type of persons that will benefit from the proposed activity	19,665 persons in CTs 105.12-105.13
	Location Description	Downtown Union City
	Planned Activities	Street improvements Matrix Code 03L
8	Project Name	Palmetto-Green Springs and Palmetto Springs Pump Station upgrades
	Target Area	City of Palmetto
	Goals Supported	Suitable Living Environment Goal #4 – Facility and Infrastructure Improvements
	Needs Addressed	Community Improvements
	Funding	CDBG: \$240,521
	Description	Improvement to pump stations including electrical and increasing capacity
	Target Date	12/31/2022
	Estimate the number and type of persons that will benefit from the proposed activity	CT 104 BG 3 population 3,885
	Location Description	Green Springs and Palmetto Springs
	Planned Activities	Infrastructure Improvement Matrix Code 03J
9	Project Name	East Point- Summer Park

	Target Area	Countywide
	Goals Supported	Suitable Living Environment Goal #4 – Facility and Infrastructure Improvements
	Needs Addressed	Community Improvements
	Funding	CDBG: \$79,200
	Description	Park improvements including rehabilitation of the pedestrian bridge spanning a stream.
	Target Date	12/31/2022
	Estimate the number and type of persons that will benefit from the proposed activity	All CT and BG in East Pont: 46,375 people
	Location Description	Sumner Park 1889 Lexington Ave, East Point, GA 30344
	Planned Activities	Park improvements Matrix Code 03F
10	Project Name	East Point- Brookdale Park
	Target Area	Countywide
	Goals Supported	Suitable Living Environment Goal #4 – Facility and Infrastructure Improvements
	Needs Addressed	Community Improvements
	Funding	CDBG: \$24,750
	Description	Park improvements including resurfacing tennis courts
	Target Date	12/31/2022
	Estimate the number and type of persons that will benefit from the proposed activity	CTs 110, 111 and 123 6,035 people
	Location Description	Brookdale Park 961 Parkside Terrace East Point Ga 30344
	Planned Activities	Park improvements Matrix Code 03F
11	Project Name	East Point-Point Center Park

	Target Area	Countywide
	Goals Supported	Suitable Living Environment Goal #4 – Facility and Infrastructure Improvements
	Needs Addressed	Community Improvements
	Funding	CDBG: \$64,350
	Description	Park improvements including will replace unsafe, worn and torn equipment with more functioning equipment to provide a safe fun area for kids and families to play.
	Target Date	12/31/2022
	Estimate the number and type of persons that will benefit from the proposed activity	CT 112.02: 1465 people
	Location Description	Center Park 3000 Pearl St East Point, Ga 30344
	Planned Activities	Park improvements Matrix Code 03F
12	Project Name	College Park-- Conley Recreation Center-Plumbing, Sewer Infrastructure Improvement
	Target Area	County wide
	Goals Supported	Suitable Living Environment Goal #4 – Facility and Infrastructure Improvements
	Needs Addressed	Community Improvements
	Funding	CDBG: \$160,875
	Description	The Hugh Conley Center provides youth athletic programs. The project will address the waste plumbing and sewer infrastructure in the 60-year old facility.
	Target Date	12/31/2023
	Estimate the number and type of persons that will benefit from the proposed activity	CT 106.01 (1-4), 106.03 (1-3), 106.04 (BG 1 and 3) and CT 123 (1-2): 11,955 people
	Location Description	3636 College Street College Park GA 30337
	Planned Activities	Sewer improvements Matrix Code 03E
13	Project Name	2022 CDBG Program Administration

	Target Area	Countywide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	CDBG: \$276,593
	Description	Program administration costs related to the overall planning and execution of CDBG-assisted community development activities, in accordance with the CDBG administrative cap. Up to 20 percent of each year's CDBG grant plus program income can be obligated for planning and administrative costs.
	Target Date	12/31/2022
	Estimate the number and type of persons that will benefit from the proposed activity	Not Applicable
	Location Description	Fulton County Department of Community Development, 137 Peachtree Street SW, Atlanta, Georgia 30303
	Planned Activities	Costs related to overall planning and execution of CDBG-assisted activities.
14	Project Name	Fair Housing Activities
	Target Area	County wide
	Goals Supported	Suitable Living Environment Goal #3 – Fair Housing Education and Enforcement
	Needs Addressed	Fair Housing Education and Enforcement
	Funding	CDBG: \$77,157
	Description	Fair Housing education services for residents, community organizations, and housing providers. Fair Housing complaint investigation services.
	Target Date	12/31/2022
	Estimate the number and type of persons that will benefit from the proposed activity	Fair housing activities to benefit approximately 30 low/moderate income residents
	Location Description	Specific locations within the Fulton County entitlement jurisdiction to be determined during the program year
	Planned Activities	Fair housing education.

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

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

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

AP-50 Geographic Distribution – 91.220(f)

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

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

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

Geographic Distribution

Target Area	Percentage of Funds
Countywide	100%

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

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

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

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

During the 2022 program year, Fulton County will assist 57 households with housing needs. Using HOME funds, the County anticipates providing tenant-based rental assistance to 25 households and assisting 3 homebuyers purchase homes and with CDBG funds 10 homeowner units will be rehabilitated.

One Year Goals for the Number of Households to be Supported	
Homeless	
Non-Homeless	38
Special-Needs	0
Total	38

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

One Year Goals for the Number of Households Supported Through	
Rental Assistance	25
The Production of New Units	3
Rehab of Existing Units	10
Acquisition of Existing Units	0
Total	38

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

Discussion

The above goals are based on the accomplishment goals set in the Projects section AP 35.

AP-60 Public Housing – 91.220(h)

Introduction

The Housing Authority of Fulton County (HAFC) operates Public Housing and Housing Choice Voucher programs in Fulton County. As of 2020, the HAFC operates or assists 1,958 total units of affordable housing. 960 assisted families utilize housing choice vouchers, 132 units are Low Income Housing Tax Credits, 212 units are project-based vouchers (of which 100 resulted from a RAD conversion), and 654 are port vouchers.

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

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

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

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

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

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

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

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

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

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

The EPHA offers the Family Self-Sufficiency Program as well.

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

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

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

Introduction

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

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

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

The Coordinated Intake and Assessment System (CIAS) is designed to complete outreach and recruit homeless individuals and families throughout the geographic area of Fulton County, to assess their individual needs and facilitate access to services in response to those identified needs. CIAS utilizes a multi-tiered approach which requires for the operation of an Assessment Center centrally located in both the south and north areas of Fulton County. To satisfy eligibility criteria for participation in the Emergency Solutions Grant program, applicants must be below 30% AMI, according to the current HUD income limits (for homelessness prevention assistance), or homeless or at risk of becoming homeless (for rapid re-housing assistance) and lacking sufficient resources and support networks necessary to retain housing without ESG assistance. All ESG participants receive an initial consultation to determine eligibility and assistance.

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

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

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

Addressing the emergency shelter and transitional housing needs of homeless persons

There are 67 emergency shelter beds in the County. Of these, the majority are for families with children. There are also 180 Transitional Housing units. Most transitional housing is available only to families with children and 4 beds are available for unaccompanied youth.

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

During the 2022 program year, Fulton County will fund organizations that provide case management and housing navigation services to assist homeless individuals and families, including those staying in emergency shelter, make the transition to permanent housing and prevent returns to homelessness. In addition, the County will fund case management, legal representation and counseling, emergency financial assistance, and rental assistance. The County will also work to increase the availability of affordable housing in Fulton County by using HOME funds to support the development of new affordable rental housing.

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

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

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

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Over the next year, housing and service providers in Fulton County will continue to work together to prevent homelessness in populations who are vulnerable to or at risk of homelessness. Organizations and resources to prevent homelessness that will be in place during the 2022 program year in Fulton County include:

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

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

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

Introduction:

During the 2022 program year, Fulton County will provide HOP funds to help lower income households become homeowners. Removing the barrier for African American households to become homeowners is a means to building generational wealth.

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

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

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

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

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

AP-85 Other Actions – 91.220(k)

Introduction:

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

Actions planned to address obstacles to meeting underserved needs

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

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

- Housing development and homeownership
- Tenant Based Rental Assistance
- Community projects to improve parks, remove handicap barriers, improve sidewalks, water and sewer facilities

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

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

Actions planned to foster and maintain affordable housing

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

homeownership opportunities. The County will continue to use HOME funds to support development of affordable housing by a local CHDO.

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

Actions planned to reduce lead-based paint hazards

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

Actions planned to reduce the number of poverty-level families

Over the FY 2022 program year, Fulton County will continue its workforce development programs through WorkSource Fulton to connect individuals with job skills and employment. Homeless service providers will continue to offer job search and resume assistance. A focus on improving the jobs/housing balance in existing and emerging job centers in Fulton County will aim to help poverty-level families access more employment opportunities, while potentially lowering transportation and housing costs.

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

Actions planned to develop institutional structure

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

The CoC hosts 6 membership meetings a year to discuss homeless issues and strategies; provide ongoing updates through a newsletter and public announcements. Additionally, the COC sponsors periodic workshops. These venues allow the County to be involved in the overall system to address homelessness.

The AI pointed to the need to address education and knowledge of Fair Housing protections. Metro Fair Housing Services, Inc., a nonprofit fair housing advocacy organization whose service area includes Fulton County and the City of Atlanta, was awarded grant funding under HUD's Fair Housing Initiatives Program (FHIP) in 2020. Under the FHIP, HUD awards grant money to local fair housing advocacy organizations who assist persons believed to have been harmed by discriminatory housing practices; to help people identify

government agencies that handle complaints of housing discrimination; to conduct preliminary investigation of claims; to carry out testing and enforcement activities to prevent or eliminate discriminatory housing practices; and to educate the public and housing providers about equal opportunity in housing and compliance with the fair housing laws. Both HUD and the Georgia Department of Justice adjudicate complaints. CDBG funding is also granted to Metro Fair Housing Services, Inc.

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

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

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

Program Specific Requirements

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

Introduction:

Fulton County will continue to receive CDBG and HOME funding in 2022.

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

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

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

Other CDBG Requirements

1. The amount of urgent need activities.	\$0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall benefit – A consecutive period of one, two, or three years may be used to determine that a minimum of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

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

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

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

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

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

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

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

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

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

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

Federal regulations for the HOME Program specify certain requirements for resale. The affordability period is based on total HOME investment in the property. The housing unit must be the principal residence of the household throughout the affordability period. To ensure affordability, the County has imposed the resale mechanism to keep the house affordable to low-income homebuyers when the recipient decides to sell the house within the affordability period or no longer resides in the home as their principal residence. The following is exercised: (1) the homebuyer may sell the property to a willing buyer that meets HUD's low-income eligibility; (2) the seller must receive a "fair return" on original investment plus improvements. A restrictive covenant will be placed on the property and recorded with the County Recorder to assure the home remains affordable.

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

Refinancing is not an eligible activity under any federally funded HOME programs. Therefore, Fulton County does not plan to use HOME funds to refinance existing debt and has not established refinancing policy guidelines for the use of HOME funds.

CERTIFICATIONS

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

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

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

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

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

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

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

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

Signature of Authorized Official

Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

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

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

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

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

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

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

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

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

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

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

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

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

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

Signature of Authorized Official

Date

Title

OPTIONAL Community Development Block Grant Certification

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

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

Signature of Authorized Official

Date

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

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

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

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

Signature of Authorized Official

Date

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

1 **RESOLUTION AUTHORIZING THE ADOPTION AND SUBMITTAL OF 2022 ANNUAL**
2 **ACTION PLAN AND AMENDMENTS TO THE DEPARTMENT OF HOUSING AND**
3 **URBAN DEVELOPMENT (HUD) FOR THE FEDERAL CDBG AND HOME**
4 **PROGRAMS; AUTHORIZING THE CHAIRMAN OF THE FULTON COUNTY BOARD**
5 **OF COMMISSIONERS TO DISBURSE THE FUNDS AND EXECUTE AND**
6 **ADMINISTER THE CONTRACTS AND RELATED DOCUMENTS CONSISTENT WITH**
7 **THESE FEDERAL PROGRAMS; AND FOR OTHER PURPOSES**

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

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

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

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

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

25 **WHEREAS**, the Fulton County Board of Commissioners supports the submittal of
26 the 2022 Annual Action Plan and Amendments to secure federal funds supporting
27 projects and services needed by its low- and moderate-income citizens.

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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.: 22-0539

Meeting Date: 8/3/2022

Department

Public Works

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

Request approval to increase spending authority - Department of Public Works, SWC 99999-SPDS20190913B Equipment Rental - Wastewater System Services in an amount not to exceed \$1,850,000.00 with Sunbelt Rentals (Fort Mill, SC) to provide rental by-pass pumping equipment - wastewater system services. 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

Scope of Work: To provide specialty contracting work that involves temporary generators, bypass chopper pumps, and all other requirements to successfully bypass sanitary sewer facilities for construction rehabilitation.

Community Impact: This authorization is being requested due to unforeseen major delays in the delivery of equipment, a consequence of global supply chain problems, during the emergency repair of the Camp Creek Wastewater Treatment Plant influent pump station. This delay resulted in longer

bypass pumping services reducing the amount of money in the original contract available for other bypass needs. The reduction in funds will impede our ability to provide emergency bypass pumping during our response to sanitary sewer spills. The existing contract expires in August 2022.

Department Recommendation: The Public Works Department recommends approval of this item for additional spending authority.

Project Implications: This item will allow the department to avoid assigning these services to current standby contractors where there are significant price escalations. This item will allow the Department to avoid assigning these services to current standby contractors where there are significant price escalations. If the increase is not approved, the delay will prevent us from responding in the most responsible manner to emergency conditions. That has the potential to result in more spills, public health concerns, environmental damage, and higher fines from the Environmental Protection Agency (EPD).

Community Issues/Concerns: This action provides the Public Works Department with another tool ensuring a quick and efficient response to situations where failed facilities need to be repaired or replaced.

Department Issues/Concerns: The Public Works Department has no concerns related to this item.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0667	09/01/2021	\$2,000,000.00
Increase Spending Authority			\$1,850,000.00
Total Revised Amount			\$3,850,000.00

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

Click or tap here to enter text.

Exhibits Attached

Exhibit 1: Contract Performance Report

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

David E. Clark, Director Public Works, X-22804

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:
Previous Adjustments:
This Request:
TOTAL:

Grant Information Summary

Amount Requested:	<input type="checkbox"/>	Cash
Match Required:	<input type="checkbox"/>	In-Kind
Start Date:	<input type="checkbox"/>	Approval to Award
End Date:	<input type="checkbox"/>	Apply & Accept
Match Account \$:		

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-S057, Water & Sewer R&E, Public Works, Wastewater Control System Imprvt.
\$1,850,000.00

Key Contract Terms	
Start Date: 9/1/2021	End Date: 9/30/2022
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Choose an item.

Report Period Start: 1/1/2022	Report Period End: 3/31/2022
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**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

CONSTRUCTION SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
Purchaser Order Number		Purchase Order Date	
Department			
Bid Number		Service Commodity	
Contractor			

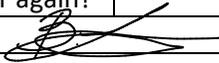
Performance Rating

0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

1. [Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification]	
0	
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2. [Were Milestones Met Per Contract – Responsiveness to Customer – On Time Completion Per Contract]	
0	
1	
2	
3	
4	

3. Award - Proposal Development		(Timeless/Due Duties - Reasonable/Cooperative - Flexible/Motivated)
	0	
	1	
	2	
	3	
	4	
4. Constructions		(Mobilization Timely - Were Milestones Met - Met/Exceeded Specification - Within Budget Performance - Proper Invoicing - Quality of Work Responsive to Owner)
	0	
	1	
	2	
	3	
	4	
5. Contractors Key Personnel		(Credential/Experience Appropriate- Effective Supervision/Management - Available as Needed)
	0	
	1	
	2	
	3	
	4	

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

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0540

Meeting Date: 8/3/2022

Department

Public Works

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

Request approval to increase spending authority - Public Works, 19ITB122250KEC, Standby Miscellaneous Construction - Water System Services in the amount of \$650,000.00 with Site Engineering (Atlanta, Ga) to provide on-call, standby, and emergency construction services dealing with the repair and installation of water mains, water service lines, and other miscellaneous water-service related facilities in the North Fulton water service area. 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)*

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

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

Scope of Work: The contract provides for on-call, standby, and emergency construction services dealing with the repair and installation of water mains, water service lines, and other miscellaneous water service related facilities in the North Fulton water service area. Site Engineering has performed

to a level that has met or exceeded the Department’s expectations. This request is necessary because the number of projects have increased over what was anticipated and the increased cost of materials and associated labor have increased which utilizes the previously approved funds more quickly. This contractor provides the necessary crew and equipment to supplement Public Works staff on an as needed basis.

Community Impact: This contract ensures the North Fulton water system continues to maintain expected levels of service by providing potable water to businesses and residents within the service area.

Department Recommendation: The Department of Public Works recommends approval of this increase in spending authority.

Project Implications: The Public Works Department ability to maintain expected levels of service will be severely compromised without approval of this item. This contract allows the Department to respond in a timely manner to emergencies due to breaks and leaks with the help of a contractor when necessary.

Community Issues/Concerns: No community issues/concerns noted.

Department Issues/Concerns: Public Works has concerns should this item not be approved. The Public Works Department relies on this contract for staff augmentation especially in times of emergency or after hours. This contract is vital to operations and maintenance work within our distribution network.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0064	1/22/2020	\$500,000.00
1st Renewal	20-0895	12/2/2020	\$500,000.00
2 nd Renewal	21-1020	12/15/2021	\$850,000.00
Increase Spending Authority		7/13/2022	\$650,000.00
Total Revised Amount			\$2,500,000.00

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

Contract Value: \$650,000.00

Prime Vendor: Site Engineering
Prime Status: Non-Minority
Location: Doraville, GA
County: DeKalb County
Prime Value: \$585,000.00 or 90.00%

Subcontractor: JDJ Hauling
Subcontractor Status: African American Male Business Enterprise

Location: Decatur, GA
County: Decatur County
Subcontractor Value: \$65,000.00 or 10.00%

Total Contract Value: \$650,000.00 or 100.00%
Total M/FBE Value: \$65,000.00 or 10.00%

Exhibits Attached

Exhibit 1: Amendment No. 1 to Form of Agreement
 Exhibit 2: Contract Performance Report

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

David E. Clark, Director, Public Works 404-612-2804

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$500,000.00
 Previous Adjustments: \$1,350,000.00
 This Request: \$650,000.00
 TOTAL: \$2,500,000.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-H065: Water & Sewer R&E, Public Works, Misc. Water Line Proj

Agenda Item No.: 22-0540

Meeting Date: 8/3/2022

Key Contract Terms	
Start Date: 1/22/2020	End Date: 12/31/2022
Cost Adjustment: \$650,000.00	Renewal/Extension Terms:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2022

Report Period End:
3/31/2022

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: ***Site Engineering Inc.***

Contract No. ***19ITB122250K-EC***

Address: ***7025 Best Friend Road Atlanta, Ga 30340***
City, State

Telephone: ***205-941-7216***

E-mail: ***site.enginc@gmx.com***

Contact: ***Byron Billingsley***
Principal

W I T N E S S E T H

WHEREAS, Fulton County (“County”) entered into a Contract with Site Engineering, Inc to provide on-call, standby, and emergency construction services dealing with the repair and installation of water mains, water service lines, and other miscellaneous water service related facilities in the North Fulton water service area, dated January 1, 2022, on behalf of the Public Works Department; and

WHEREAS, a larger than expected volume of work has been assigned to this contractor and additional projects have been identified to be completed in the near term before the end of this contract; and

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

WHEREAS, this Amendment was approved by the Fulton County Board of Commissioners on _____, 2022, BOC Item #22- .

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

This Amendment No. 1 to Form of Contract is effective as of the _____ day of _____, 2022, between the County and Site Engineering, Inc. who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** On-call, standby, and emergency construction services dealing with the repair an installation of all facilities and appurtenances related to the North Fulton Distribution Network.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for an additional **\$650,000.00** (Six Hundred Fifty Thousand Dollars and No Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

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

CONSULTANT:

SITE ENGINEERING, INC

Byron Billingsley
Principal

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

CONSTRUCTION SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
April 1, 2022	June 30, 2022	January 1, 2022	December 31, 2022

Purchaser Order Number	Purchase Order Date
PO 540 19ITB122250K-EC(A)R2	February 28, 2022

Department	Public Works
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Bid Number	Service Commodity
19ITB122250K-EC(A)	Standby Miscellaneous Construction Water

Contractor	Site Engineering, Inc.
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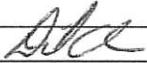
Performance Rating

0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

1. Project Development	(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)
<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4	The Contractor follows the specifications for the work. They have the technical and personnel qualifications required to complete the work. The Contractor submits the required reports and they have excellent administration of the projects.

2. Design	(Were Milestones Met Per Contract – Reliability - Responsiveness to Directions/Change – On Time Completion Per Contract - Liquidated Damages)
<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4	Milestones were met per the contract. They are extremely reliable. They are responsive to changes in direction and complete all projects on time. No liquidated damages were assigned on their projects.

3. Award - Proposal Development		(Timeless/Due Duties - Reasonable/Cooperative - Flexible/Motivated)
<input type="radio"/>	0	All proposed developments were completed on time. Contractor was extremely reasonable, cooperative, flexible, and motivated.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Constructions		(Mobilization Timely - Were Milestones Met - Met/Exceeded Specification - Within Budget Performance - Proper Invoicing - Quality of Work Responsive to Owner)
<input type="radio"/>	0	They Contractor mobilized timely on all projects and met all milestones. The contractor exceeded the specifications and were within budget. The performance was excellent. Invoicing was proper. Quality of work and the responsiveness to the Owner was excellent.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
5. Contractors Key Personnel		(Credential/Experience Appropriate- Effective Supervision/Management - Available as Needed)
<input type="radio"/>	0	The Contractors Key Personnel were excellent with the proper credentials and experience. They provided effective supervision and project management. Additional support was available as needed.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	4.40	Date	June 8, 2022
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Timothy P. Mullen, P.E.		
Department Head Name:	David E. Clark, P.E.		
Department Head Signature			

After you have completed filling out the form:

Submit the form to Purchasing

Print a copy of the form

Save the form

Submit

Print

Save



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0541

Meeting Date: 8/3/2022

Department

Public Works

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

Request approval of Guaranteed Maximum Price (GMP) - Department Public Works, 21RFP130845K-BKJ, Progressive Design-Build Services for Atlanta Newnan Road Pump Station and Force Main in an amount not to exceed \$18,519,592.88 with Reeves Young /GMC JV (Atlanta, GA), to perform all construction activities associated with the installation of two new pump stations and associated force main pipelines to serve the South Fulton County area. Effective upon issuance of the Notice to Proceed (NTP) with work to be completed within 15 months of the issuance of NTP.

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

In accordance with the State of Georgia O.C.G.A § 36-91, Georgia Local Government Public Works Construction Law, all competitive sealed proposals (RFPs) for public works construction projects (CM at Risk, Construction PM, D/B Projects) costing \$100,000 or more shall be forwarded to the Board of Commissioners for approval.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

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

Scope of Work:

The Atlanta Newnan Road Pump Station and Force Main Project will construct two (2) new pump

stations and approximately forty-six thousand linear feet, 8.8 miles, of force main pipeline to serve the areas around the Serenbe and Crossroads developments in Chattahoochee Hills. The new pump stations and force main pipeline will direct untreated wastewater from this section of South Fulton County to the existing Ono Road pump station. From the Ono Road pump station, an existing network of pump stations, force mains, and gravity sanitary sewer lines will carry the wastewater to the Camp Creek water reclamation facility for treatment. One of the pump stations will be located on the same property as the existing Little Bear Creek Water Reclamation Facility in the Crossroads residential subdivision. This new pump station will allow this small reclamation facility to be decommissioned.

The design of the project was awarded to the Reeves-Young/GMC JV on November 3, 2021 (Agenda #21-0875) and reached the 60% design milestone under the Progressive Design-Build model in April 2022. At that point, the JV had calculated the total length of force main pipeline that will be installed and on April 20, 2022 (Agenda #22-0301) received authorization to purchase the necessary force main pipe, fittings, and required accessories for the project. These materials have a long lead time to manufacture and due to supply change and shipping issues it was necessary to purchase the materials early so that they are available and will not cause long delays in the construction schedule.

The Reeves-Young/GMC JV has provided a Guaranteed Maximum Price (GMP) for the construction of the project based on the 60% design documents. The total GMP for the project is \$21,989,835.00, including the purchase of the force main pipeline that was approved in April 2022 for \$3,470,242.12. Therefore, the remaining GMP for the project is \$18,519,592.88. Public Works and Purchasing staff have reviewed the proposal presented by the JV and agree with the GMP for the project. The \$18,519,592.88 GMP includes \$672,523.08 (3.6%) in contractor and owner contingencies to address unforeseen construction elements during the construction of the pump stations and installation of the force main pipeline.

Community Impact: A new wastewater collection system is necessary in this portion of South Fulton County to serve the anticipated growth in the area. Currently, the Serenbe development has their own wastewater treatment facility within their development. However, as the area continues to develop, their facility is not large enough to treat all of the anticipated wastewater and it will need to be diverted to the Fulton County system.

Department Recommendation: The Department of Public Works recommends accepting the GMP and proceeding on to construction.

Project Implications: The previously authorized pipe purchase is expected to be delivered in early August. Therefore, the acceptance of the GMP to begin construction for this project is necessary.

Community Issues/Concerns: No issues or concerns have been raised by the community concerning this project.

Department Issues/Concerns: The Department of Public Works does not have any issues or concerns concerning this project.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0875	11/3/2021	\$590,000.00
Material GMP	22-0301	4/20/2022	\$3,470,242.12
Construction GMP		8/3/2022	\$18,519,592.88
Total Revised Amount			\$22,579,835.00

Contract & Compliance Information

The Contract Value is \$18,519,592.88 the Construction Value is \$17,847,069.00 which is less the Owners Controlled Contingency of \$672,523.08

Construction Value: \$17,847,069.00
Prime Vendor: Reeves Young/GMC (Goodwyn, Mills and Cawood, Inc) JV (Reeves Young - 85.00% JV or 10,649,346) & (GMC - 15.00% JV or 1,879,296.45)
Prime Status: Non-Minority
Location: Sugar Hill, GA
County: Gwinnett County
Prime Value: \$12,528,643.00 or 70.20%

Subcontractor: Anderson Grading
Subcontractor Status: White Female Business Enterprise
Location: Monroe, GA
County: Walton County
Contract Value: \$1,427,765.58 or 8.00%

Subcontractor: GMC
Subcontractor Status: Non-Minority
Location: Sandy Springs, GA
County: Fulton County
Contract Value: \$713,882.79 or 4.00%

Subcontractor: Womack Electric
Subcontractor Status: Non-Minority
Location: Alpharetta, GA
County: Fulton County
Contract Value: \$2,677,060.47 or 15.00%

Subcontractor: Global Control Systems, Inc.
Subcontractor Status: White Female Business Enterprise-Certified
Location: Smyrna GA

County: Cobb County
Contract Value: \$107,082.42 or 0.60%

Subcontractor: **Material Handling Systems, Inc.**
Subcontractor Status: **Non-Minority**
Location: McDonough, GA
County: Henry County
Contract Value: \$89,235.35 or 0.50%

Subcontractor: **Natural Enclosures**
Subcontractor Status: **Non-Minority**
Location: McDonough, GA
County: Henry County
Contract Value: \$71,388.28 or 0.40%

Subcontractor: **Llamas Coating**
Subcontractor Status: **Hispanic Male Business Enterprise-Certified**
Location: Atlanta, GA
County: Fulton County
Contract Value: \$178,470.70 or 1.00%

Subcontractor: **Lori's Paving**
Subcontractor Status: **White Female Business Enterprise-Certified**
Location: Alpharetta, GA
County: Fulton County
Contract Value: \$53,541.21 or 0.30%

Total Construction Value: **\$17,847,069 or 100.00%**
Total M/FBE Value: **\$1,766,859.91 or 9.90%**

Exhibits Attached

Exhibit 1: GMP Cost Proposal
Exhibit 2: Contractor Performance Report

Contact Information

David E. Clark, Director of Public Works, X22804

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$590,000.00
Previous Adjustments: \$3,470,242.12
This Request: \$18,519,592.88
TOTAL: \$22,579,835.00

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-S159: Water & Sewer R&E, Public Works, Serenbe Pump Station - \$18,519,592.88

Key Contract Terms	
Start Date: Upon issuance of NTP	End Date: 15 months from NTP Date
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Choose an item.

Report Period Start: 4/1/2022
Report Period End: 06/30/22



June 29, 2022

Mr. David Clark
 141 Pryor Street
 Atlanta, GA 30303

RE : Atlanta Newnan Road Pump Station and Force Main – Firm Lump Sum 80% Design GMP Pricing

Mr. Clark,

Please see the following breakdown for the Firm Lump Sum 80% Design GMP pricing for the Atlanta Newnan Road Pump Station and Force Main project.

FIRM LUMP SUM GMP - 80% DESIGN PRICING		
COST CODE	DESCRIPTION	80% DESIGN
15002	80% DESIGN TO 100%	\$ 135,000.00
15002	CONSTRUCTION ADMINISTRATION/INSPECTION	\$ 455,600.00
15002	CONSTRUCTION MATERIALS TESTING/SPECIAL INSPECTIONS	\$ 100,000.00
22000	SURVEYING & LAYOUT	\$ 60,000.00
24000	DEMOLITION	\$ 217,497.90
27000	DEWATERING	\$ 97,800.00
33000	STRUCTURAL CONCRETE	\$ 744,774.56
55000	MISCELLANEOUS METALS	\$ 87,376.45
71000	WATERPROOFING	\$ 200,000.00
79000	SEALANTS & CAULKING	\$ 15,000.00
99000	PAINTING & COATINGS	\$ 40,000.00
101400	SIGNAGE	\$ 25,000.00
260000	ELECTRICAL	\$ 2,768,156.00
311000	CLEARING & GRUBBING	\$ 100,000.00
312000	EARTHWORK	\$ 595,709.21
312500	EROSION CONTROL	\$ 401,219.84
314000	JACK & BORE	\$ 1,406,989.85
316000	SPECIAL FOUNDATIONS	\$ 25,000.00
321123	AGGREGATE COURSES	\$ 56,420.34
321216	ASPHALT PAVING	\$ 57,106.00
321217	PERMEABLE PAVERS	\$ 113,080.78
321313	FLATWORK	\$ 110,189.00
321613	CONCRETE CURB & GUTTER	\$ 5,000.00
321720	PAVEMENT MARKINGS	\$ 10,000.00
323100	FENCING & GATES	\$ 76,306.08
329000	LANDSCAPING & IRRIGATION	\$ 15,000.00
332000	YARD PIPING	\$ 3,318,885.46
334000	PRECAST UTILITIES	\$ 652,627.51
400000	PROCESS PIPE PURCHASE	\$ 3,470,242.12
400001	PROCESS PIPE INSTALL	\$ 58,444.78



400500	PROCESS PIPE SUPPORTS	\$ 136,080.58
404100	PROCESS PIPE HEAT TRACE & INSULATION	\$ 50,000.00
405000	PROCESS VALVES	\$ 492,560.69
407000	INSTRUMENTATION & CONTROLS	\$ 198,806.85
412200	CRANES & HOISTS	\$ 94,980.00
440000	PROCESS EQUIPMENT	\$ 1,329,232.01
	COST OF WORK	\$ 17,720,086.01
010000	GENERAL CONDITIONS & CONSTRUCTION EQUIPMENT	\$ 1,500,000.00
999000	INSURANCE (GL & BR)	\$ 106,677.91
999940	PERMITS	\$ -
999950	BOND	\$ 190,548.00
999995	PROJECT CONTINGENCY	\$ 224,174.36
999996	MATERIAL ESCALATION	\$ -
999998	CONSTRUCTION CONTINGENCY	\$ 448,348.72
999999	FEE	\$ 1,800,000.00
	FIRM LUMP SUM TOTAL	\$ 21,989,835.00

Thank you,
Reeves Young, LLC

Greg VandenHeuvel
Preconstruction

cc: Matt McCormack, Reeves Young
Ty Kelley, Reeves Young
Robby Land, Reeves Young
Jim Teel, GMC
Curtis Barber, GMC
John Raiford, GMC
Cherise Smith, Fulton County

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PROJECT DESCRIPTION & EXECUTIVE SUMMARY:

The project consists of the installation of the new Atlanta Newnan Road Pump Station, replacement and removal of the existing Little Bear Water Reclamation Facility with the new Little Bear Pump Station, modifications to the existing Ono Road Pump Station, installation of approximately 24,000 LF of 12” HDPE sanitary force main between the new Atlanta Newnan Road Pump Station and the new Little Bear Pump Station, and installation of approximately 21,000 LF of 18” HDPE sanitary force main between the new Little Bear Pump Station and the existing Ono Road Pump Station. The new construction and renovation lead to activities being completed at the following locations:

LOCATION	DESCRIPTION
ANRPS	ATLANTA NEWNAN ROAD PUMP STATION
LBPS	LITTLE BEAR PUMP STATION
ORPS	ONO ROAD PUMP STATION

A detailed breakdown of the Total Cost of Construction for the above areas in accordance with plans and specifications received to date, as well as anticipated costs for scopes that are not fully developed can be found in the detailed estimate to follow as well as the accompanying takeoff.

The Firm Lump Sum 80% Design GMP is \$21,989,835.00.

ESTIMATED COST OF WORK:

FIRM LUMP SUM GMP - 80% DESIGN PRICING		
COST CODE	DESCRIPTION	80% DESIGN
15002	80% DESIGN TO 100%	\$ 135,000.00
15002	CONSTRUCTION ADMINISTRATION/INSPECTION	\$ 455,600.00
15002	CONSTRUCTION MATERIALS TESTING/SPECIAL INSPECTIONS	\$ 100,000.00
22000	SURVEYING & LAYOUT	\$ 60,000.00
24000	DEMOLITION	\$ 217,497.90
27000	DEWATERING	\$ 97,800.00
33000	STRUCTURAL CONCRETE	\$ 744,774.56
55000	MISCELLANEOUS METALS	\$ 87,376.45
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999940	PERMITS	\$ -
999950	BOND	\$ 190,548.00
999995	PROJECT CONTINGENCY	\$ 224,174.36
999996	MATERIAL ESCALATION	\$ -
999998	CONSTRUCTION CONTINGENCY	\$ 448,348.72
999999	FEE	\$ 1,800,000.00
	FIRM LUMP SUM TOTAL	\$ 21,989,835.00

QUALIFICATIONS AND EXCLUSIONS:

General

Qualifications:

1. Unless otherwise noted herein, the scope of the work corresponding to this 80% Design GMP is consistent with the documents produced by Goodwyn Mills Cawood as per 80% Design Drawings dated 5/26/2022 and Basis of Design Report dated February 2022. Outlined herein are the changes and/or clarifications to the scope and shall supersede all previous documentation.
2. The Contract Agreement between the Design-Build Project Team and the Owner shall supersede and prevail for any conflicts between the contract documents and the Owner Agreement that are not addressed in this Estimate.
3. Electronic Documents will be provided to the Construction Manager at no cost.
4. Scheduling shall be compiled and issued in a standard CPM format using Primavera P6 as the scheduling software.
5. The Contractor shall be paid for any damage repair or relocations required relevant to below grade utilities that are not located by 811 services, indicated on the contract documents as existing or to be relocated (provided there is no willful misconduct on the part of the Contractor during the discovery process or normal working activities).
6. Work schedule is based upon five (5), 10-hour days.
7. Cost is included for construction material testing.
8. Cost is included for all Phase II design services.
9. All project supervision and management personnel and costs.
10. Construction contingency for unknown/differing conditions.
11. Project Contingency for development of design documents.
12. Material escalation through development of design documents.
13. Electronic as-built documents (two sets of red line as-built drawings will be provided to the Owner at the end of the project).

Exclusions:

1. Cost associated with comments and inspections from state and local authorities resulting in changes to the scope of work and or contract documents during the construction process.
2. LEED Requirements.
3. Material escalation factors including costs associated with foreign material tariffs outside of the above-referenced allowance.
4. Costs for Phase I services including current contract value of \$590,000.
5. Buy American or AIS requirements.
6. Davis-Bacon Wage Rates.
7. Temporary Telephone Service.
8. Third Party Special Inspections Cost.
9. Easement/property acquisition.
10. Cost for Permitting including Plan Review Fees, Land Disturbance Permit, Building Permit, Variance Permit, Air Rights Permit, GDOT Permit, Certificate of Occupancy Fee, and All Trade Permits shall be covered by the Phase I services contingency allowance.
11. Reeves Young to provide construction trailer and related furnishings to Owner for the duration of project.

Division 2 – Existing Conditions

Qualifications:

1. Cost is included to decommission and demolish/abandon the existing Little Bear Water Reclamation Facility, and salvage select pieces of equipment as designated by Fulton County
2. Surveying, layout, and temporary controls for the pump stations and force main Work
3. Cost and coordination included to relocate electrical services as necessary with electric utility

Exclusions:

1. Cost for abatement of hazardous material
2. Establishing permanent survey monuments
3. Cost for removing/handling/disposing of residual sludge at LBPS
4. Cost for closeout permit and monitoring of abandoned Little Bear Water Reclamation Facility
5. Cost to remove and clean residual material from LBPS

Division 3 – Concrete**Qualifications:**

1. Cost is included for 6" of stone under slabs
2. Where dimensions were not shown, drawings were scaled to derive quantities
3. Cost includes all electrical, equipment, and mechanical pads (size scaled from drawings)
4. Xypex concrete additive for ANRPS and LBPS
5. Cost of water for water-tightness testing

Exclusions:

1. Wet curing of concrete
2. Intermediate or deep foundations
3. Below slab drainage

Division 4 – Masonry**Qualifications:**

1. N/A

Exclusions:

1. Masonry Work

Division 5 - Metals**Qualifications:**

1. Cost is included for the hatches, grating, and ladders shown at ANRPS and LBPS

Exclusions:

1. Handrail, stairs, platforms at ANRPS, LBPS, ORPS

Division 6 – Woods and Plastics**Qualifications:**

1. N/A

Exclusions:

1. Casework, lab equipment, FRP fabrications (grating, frames, etc.), rough carpentry

Division 7 – Thermal and Moisture Protection**Qualifications:**

1. Rolled-on dampproofing at exterior of ANRPS and LBPS
2. Coating of interior of the wet well with corrosion inhibitor in accordance with 60% Design Specifications
3. Cost is included as an Allowance of \$15,000 for Joint Sealants and Caulking at construction joints in walls and slabs
4. Epoxy-coating of interior of precast concrete manholes

Exclusions:

1. Fluid-applied waterproofing at concrete footings
2. Fireproofing

Division 8 – Doors and Windows

Qualifications:

1. N/A

Exclusions:

1. Doors, windows, and associated hardware

Division 9 - Finishes

Qualifications:

1. Cost is included for Painting and Coating of exposed and submerged ductile iron pipe (DIP) and fittings, exposed and submerged miscellaneous small-bore piping, and related appurtenances
2. Epoxy coating interior of precast utility structures

Exclusions:

1. Painting of factory-finished electrical/mechanical equipment
2. Painting and coating of HDPE pipe/fittings
3. Painting and coating of stainless and aluminum metals
4. Painting and coating of odor control ductwork
5. Painting/coating/restoration of existing piping and equipment at LBPS and ORPS unaltered by new construction/modifications

Division 10 - Specialties

Qualifications:

1. Cost is included as an Allowance of \$25,000 for Signage
2. Pipe/duct labels
3. Equipment labels

Exclusions:

1. N/A

Division 12 - Furnishings

Qualifications:

1. N/A

Exclusions:

1. Furniture, furnishings, casework, and window treatments

Division 13 – Special Construction

Qualifications:

1. N/A

Exclusions:

1. Furnish and install pre-engineered metal canopy system

Division 14 - Conveying Equipment

Qualifications:

1. N/A

Exclusions:

1. Elevators or Lifts

Division 21 - Fire Suppression

Qualifications:

1. N/A

Exclusions:

1. Fire Protection Systems (wet or dry type)

Division 22 - Plumbing

Qualifications:

1. Pipe, fittings, and appurtenances for complete installation of related emergency eyewashes and showers

Exclusions:

1. Plumbing systems not shown or indicated on Contract Drawings

Division 23 - Heating, Ventilating and Air Conditioning

Qualifications:

1. N/A

Exclusions:

1. HVAC systems

Division 26 through 28 Electrical Systems

Qualifications:

1. Cost is included to furnish and install one (1) each diesel-engine genset at ANRPS and one (1) each diesel-engine genset at LBPS
2. Cost to furnish and install custom enclosures for active front-end filters for VFDs (alternate to include smaller E-house for active front-end filters is currently being evaluated, any potential savings shall be returned to Owner)
3. Cost is included for all Electrical Equipment to be installed at ANRPS and LBPS
4. Cost is included for all Electrical installation, materials, and appurtenances at ANRPS and LBPS
5. Cost to make electrical connections for the new ORPS Odor Control system
6. Cost is included to furnish and install provisions for CCTV/Security System to be installed by others.

Exclusions:

1. Fire Alarm System
2. Television / MATV / CATV System
3. Tel / Voice / Data System
4. CCTV / Security System
5. Audio Visual System
6. Electronic Door Hardware
7. Paging / Public Address Systems

Division 31 & 33 - Site Grading & Utilities

Qualifications:

1. Cost is included for Ductile Iron Pipe for all pipe from the discharge of the wet well pumps through and immediately after the Flowmeter and Bypass assembly at ANRPS and LBPS
2. Cost is included for 12" DIPS SDR11 HDPE for the Force Main pipe and fittings
3. Cost is included for 18" DIPS SDR11 HDPE for the Force Main pipe and fittings
4. Cost is included for Push-On Joints for all piping outside of 10' of the structure and fittings
5. Rock excavation at Force Main, ANRPS, and LBPS is assumed to be covered by the Project Contingency
6. Clearing/grubbing of ANRPS and LBPS for construction of new facilities
7. Clearing/grubbing of select locations along 12" and 18" Force Main pipe installation

8. Dewatering cost for ANRPS and LBPS per “Report of Geotechnical Exploration” for ANRPS and LBPS dated March 17, 2022
9. Cost is included for OSHA-compliant excavations at ANRPS, LBPS, and Force Main piping
10. Cost is included for pre-cast concrete utility structures at ANRPS, LBPS, and Force Main pipe corridor
11. Cost is included for Jack and Bore services for the installation of the 12” and 18” Force Main pipe
1. Utility Meter, Tap, Connection and Impact Fees / Cost including but not limited to water, sewer, gas, storm water, electrical, etc. shall be covered by the Phase 1 Design Service contingency allowance

Exclusions:

2. Damage to existing utilities not represented on contract documents or located via 811
3. Flow Testing of Existing Utilities
4. Physical and in pipe camera examination of existing water and sewer utilities
5. Unforeseen conditions and underground hidden conditions including but not limited to underground debris, old foundations, tanks, hazardous materials, unsuitable soils or unsuitable soil bearings, etc.
6. Fill materials for the replacement of unforeseen conditions as listed above
7. Hazardous materials
8. Final Property Survey – Certified or Other
9. Post As-built Hydrology Study and Reports
10. Certified Structural Settlement Survey
11. Easement and property acquisition and associated fees
12. Horizontal Directional Drilling (HDD) for the installation of the 12” and 18” Force Main Piping

Division 32 - Exterior Improvements**Qualifications:**

1. Cost is included for final grassing of ANRPS and LBPS as hydroseeding
2. Cost is included for NPDES inspections and monitoring
3. Compliance with GSWCC requirements
4. Cost is included for chain link fencing and gates per C-301 at ANRPS
5. Cost is included for chain link fencing and gates per C-302 at LBPS
6. Cost is included for Permeable Paving at LBPS access road and site
7. Cost is included for Asphalt Paving repairs to existing property owners’ driveways where Force Main piping crosses
8. Cost is included to grade slope in lieu of retaining wall at Little Bear Pump Station site. Cost to acquire easement shall be by Owner.
9. Cost is included for Concrete Flatwork/Paving at ANRPS
10. Cost is included as an Allowance of \$5,000 for Concrete Curb & Gutter repairs where damaged by Contractor
11. Cost is included as an Allowance of \$10,000 for Pavement Striping/Marking repairs where damaged by Contractor
12. Cost is included as an Allowance of \$15,000 for restoration of Landscaping where damaged by Contractor
13. Final grassing and restoration of areas by Contractor

Exclusions:

1. Landscaping not shown or indicated on Contract Drawings
2. Retaining wall at Little Bear Pump Station site (optional adder to include: \$68,134.00).
3. Replacement/restoration of landscaping within right-of-way

Division 40 – Process Systems**Qualifications:**

1. Cost is included for flanged Ductile Iron Pipe for all pipe from the discharge of the wet well pumps into the valve and at the flowmeter vaults at ANRPS and LBPS

2. Cost is included for flanged valves at all exposed locations, and within the “Plug Valve and MH” and “Plug Valve and Cleanout” manholes
3. Cost is included as an Allowance of \$50,000 for Heat Trace and Insulation for Process Pipe and Equipment
4. Cost is included for furnishing and implementation of the Instrumentation, Controls/Systems Integration, and SCADA Systems

Exclusions:

1. N/A

Division 41 – Cranes & Hoists**Qualifications:**

1. Cost is included for furnish and install of one (1) each overhead monorail crane at ANRPS and one (1) each overhead monorail crane at LBPS

Exclusions:

1. N/A

Division 44 – Wastewater Process Equipment**Qualifications:**

1. Cost is included for Process Equipment as follows:
 - a. Slide & Weir Gates – Three (3) ea. at ANRPS and three (3) ea. at LBPS
 - b. Submersible Chopper Pumps (Wet Well Pumps) – Three (3) ea. at ANRPS and three (3) ea. at LBPS
 - c. Odor Control Equipment and Ductwork – One (1) ea. at ANRPS, one (1) ea. at LBPS, and one (1) ea. at ORPS
2. Cost for Sales Tax is included
3. Selected Equipment:
 - a. Stainless Steel Slide Gates: WACO – \$65,349.00
 - b. Submersible Chopper Pumps, Mixing System, & Accessories: Vaughn – \$621,000.00
 - c. Odor Control Equipment: PureAir – \$290,000.00
 - d. Instrumentation & Controls: Global Control Systems, Inc. – \$105,980.00

Exclusions:

1. Cost for equipment not defined or shown

04 1 ea WACO Series 6684 slide gate: 24" w X 30" h with non-self-contained frame and operator pedestal with wall bracket. BS-2200 manual rising stem operator with handcrank, stem guides as required, stem cover and stop collars. Includes 304 stainless steel mounting wedge anchors and hardware.
Sheets S-201, S-202, D-201 & D-202: Little Bear PS; Gate SG2030.

TOTAL ALL Aluminum Equipment:	\$44,505.00
TOTAL ALL 304 Stainless Steel Equipment:	\$60,499.00

Important: Our pricing above is based upon market conditions at the time of quotation and taking into consideration the notes below. Buyer is encouraged to call the WACO Products Representative Firm (above) for clarifications prior to using this quotation for bid or purchase.

Notes:

- (1) The service of a factory representative for **start-up, training, testing and/or inspection are NOT included** in the above pricing. The charge for **on-site services will be \$860.00 per man/day plus expenses** for any one trip to the jobsite area; this does not include holidays, weekends, or other layovers which will incur charges in addition to the per diem rate.
- (2) **Freight to job site is included** based only on full shipment of all materials at time of fabrication completion **via common carrier box trailer**. Other shipment arrangements or schedules may incur additional charges unless otherwise noted above.
- (3) This quotation does not include any local taxes, erections, Professional Engineer stamps, or field measurements.
- (4) **Delivery:** Delivery of finished goods will be negotiated at time of receipt of all approved drawings. As of the date of quotation and with a purchase order accepted within 30 days, **electronic PDF format drawings for approval** can be completed and e-mailed within 10-12 weeks and fabrication can be completed within 10-12 weeks after approvals are received. This is subject to change based on workload at the time of purchase order acceptance and/or receipt of approved drawings.
- (5) **All submittals and WACO standard Installation, Operation and Maintenance manual (O & M) in PDF electronic format submitted via e-mail are included** as standard approval information with unlimited copy permission for Contractor and/or Owner. Hard copies or non-WACO standard formats for any purpose are available for an additional fee.
- (6) **Our terms are net 30 days with no retention of monies applicable with approved credit.** Interest charges of 1 ½% per month will be charged on invoiced accounts beyond 30 days. (Also see Terms & Conditions).
- (7) The quotation has been based on the referenced specifications and drawings, but is limited to the items shown above as described. It is the Buyer's sole responsibility to review our scope of supply as meeting the specification, and WACO Products assumes no responsibility for items omitted, or quoted items specifically called out as not meeting the specification(s). WACO Products will make every effort to correct omissions and/or to clarify or correct specification discrepancies prior to the bid date and time if they are brought to our attention by the customer. Where applicable, all aluminum in contact with concrete will be coated with bitumastic paint, and all operators and/or actuators will be standard factory shop painted. All other metals will have a mill finish, unless otherwise noted.
- (8) **Materials Pricing Clause:** Due to the volatility of raw materials pricing for these items, ***after 15 days from the date of quote, we will adjust prices at the time of receipt of approved drawings***, unless otherwise specifically noted above or agreed to in writing by WACO Products, Inc. at the time of purchase order acceptance.
- (9) **Purchase order(s) must reference our quote number which indicates Buyer's acceptance of this quotation, including all Notes, and of WACO Products, Inc.'s Terms**

and Conditions (below). Purchase orders omitting this requirement or in any way altering our Notes or Terms and Conditions will not be accepted.

(10) Please execute your purchase order in the name of WACO Products, Inc., 1330 Knecht Ave., Baltimore, Maryland 21229-5511. The Buyer is required to provide WACO Products, at no charge, one set of all applicable and most current contract drawings and specifications required for our use, within 10 working days of purchase order acceptance.

(11) Other terms may be accepted at the sole discretion of the WACO Sales Manager. Contractors wishing to pre-negotiate any other conditions or terms should call the WACO Representative listed above prior to using this quote for bid purposes.

Sincerely,

Thomas Johnson
Estimator
Ext. 318



WACO Products, Inc.

TERMS AND CONDITIONS

- 1. This quotation does not signify a contract unless a purchase order for this proposal is accepted by an authorized representative of WACO Products, Inc. at the company's home office and until so accepted, this quotation may be withdrawn at any time.**
2. This quotation, upon purchase order acceptance, shall constitute the entire contract and no representation or agreement, written or verbal, not included herein and made part hereof is binding upon us. No person, unless authorized in writing by an officer of the Company, has authority to alter the terms hereof.
3. The Company shall not be liable for loss or damage occasioned by delay in shipment or transportation, strikes, fires, or other casualties, Government Regulation and Priorities, failure of sub-contractors or suppliers to make delivery, or any other circumstance beyond its control.
4. The Company's responsibility ceases upon delivery of goods to carrier for transportation.
5. Claims for errors must be made immediately upon receipt of goods or they cannot be recognized.
6. Reasonable doubt, at any time, of the Buyer's financial responsibilities shall entitle the Company to stop operations, decline shipment, or stop any material in transit without liability, until the Buyer shall have paid for the operations and/or material or have satisfactory evidence of his financial responsibility.
7. Notwithstanding any other term or condition in this contract to the contrary, WACO Products, Inc., reserves the right to withhold shipment of material or to cancel the contract in its entirety if at the time of shipment any invoice between WACO Products, Inc. and the Buyer is past due.
8. Our terms are net 30 days from shipment invoice dates with no retention of monies applicable, pending credit approval, unless otherwise noted. A 1 ½% per month simple interest (18% APR) will be assessed on overdue accounts. First time purchasers are required to pay 30% with order, 30% prior to shipment and balance net 30 days with approved credit, or prepay in full unless otherwise specifically agreed to in the quotation or in writing by authorized WACO representative.
9. Any license fees, property, sales, use or excise tax which may at any time be levied or assessed by Federal, State, or Local law upon any goods or services which are subject matter of this quotation, or which may be imposed by similar authority by reason of manufacture, purchase or sale thereof, shall constitute an extra to this proposal and shall be paid by the Buyer. Only Maryland State sales tax can be invoiced and collected by WACO Products; it is the Buyer's responsibility to pay all other taxes and fees directly.
10. This quotation does not include any field erection, field measurements or field visitations unless otherwise noted.
11. This quotation is submitted for a period of 15 days from the printed date of quote. We reserve the right to change at any time and for any reason (including but not limited to errors or omissions on the part of Buyer or WACO Products) all or any portion of quotation including but not limited to: terms, delivery dates, price, product specifications, and scope of items to be bid.
12. In the event this becomes an order please forward the purchase order in the name of WACO Products, Inc. at 1330 Knecht Ave., Baltimore, Maryland 21229.



WC Equipment Sales Attn: Dave Williams Project: Fulton County, Newnan Road & Little Bear Pump Stations	Quote Number: 46088B Dated: 3/8/22 Page 1 of 7
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*DUE TO CONTINUED PRICING INSTABILITIES IN MOTORS, METALS AND CASTINGS
ALL PRICING BEYOND 60 DAYS MUST BE VERIFIED PRIOR TO PLACING AN ORDER.*

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
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BUDGET SCOPE

NEWNAN ROAD PUMP STATION

700 GPM @ 215' TDH (1650 RPM)

1200 GPM @ 250' TDH (duplex pumps at 600 GPM ea., 1750 RPM)

1 3 ea Vaughan Model SR4V-155 Submersible Chopper Pump including:

- Casing**, cast ductile iron with 4" ANSI CL 125 discharge flange.
- Impeller, Cutter Bar, Cutter Nut Upper Cutter**, cast steel, heat treated to minimum Rockwell C60.
- Mechanical Seal**, cartridge type with ductile iron gland, Viton O-rings, silicon carbide faces, and integral stainless steel sleeve as manufactured by Vaughan.
- Elastomers**, Buna N
- Bearings**, oil bath lubricated with minimum 100,000-hour L-10 bearing life.
- Bearing Housing**, cast ductile iron with piloted motor mount.
- Automatic Oil Level Monitor**, PVC plastic reservoir with 120V switch and relay and 50 feet of hose.
- Shaft**, heat treated steel
- Drive**, 125 HP, 1750 RPM, 460 volt, 3 phase, 60 Hz, 1.0 SF, Inverter Ready, Explosion Proof (Class 1, Group C & D) 15 minute in air continuous duty submersible motor with tandem mechanical seals, Class F insulation, moisture sensors, internal thermostats, and 50 feet of power and control cable, manufactured by ABB/Baldor.
- Pump Finish**: Sandblast and coat with minimum 30 MDFT Tnemec Perma-Shield PL Series 431 epoxy. (Except Motor)
- Pump Monitor Relay** for mounting in customer control panel to supply seal leakage and over temperature alarms for submersible motor.

2 4 ea Spark Proof Guide Rail System consisting of:

- 4" Base Elbow**, cast ductile iron.
- 4" Guide Bracket**, cast non-sparking aluminum bronze.
- (1) Intermediate Stiffener Brackets**, 316 stainless steel located every 10 feet.
- Top Mounting Bracket and Chain Holder Bracket**, 316 stainless steel.

Submittals:	Submittal time is 4 - 6 weeks after receipt of order.
Production Time:	Estimated 18 to 20 weeks after receipt of approved submittals, released to production and executed purchase order. Estimated ship dates are subject to change dependent on motor availability. Vaughan Co. will arrange shipment upon the receipt of approved factory tests, if applicable.
FOB:	Montesano, Washington via best way.
Terms:	Contingent on credit approval.
Expiration:	Quotation valid for 30 days.

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"First and Only Chopper Pump – Worldwide"

WC Equipment Sales Attn: Dave Williams	Quote Number: 46088B Dated: 3/8/22
Project: Fulton County, Newnan Road & Little Bear Pump Stations	Page 2 of 7

*DUE TO CONTINUED PRICING INSTABILITIES IN MOTORS, METALS AND CASTINGS
 ALL PRICING BEYOND 60 DAYS MUST BE VERIFIED PRIOR TO PLACING AN ORDER.*

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
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3 1 set Factory Services consisting of:
 Factory Pump Performance Testing.
 Factory Hydrostatic Testing.
 Factory Routine Motor Testing.
Factory Submittals
 One (1) electronic copy of preliminary submittal.
 Up to (8) hardcopies of approved submittals on 20 lbs. 8 ½" x 11" letter size paper in standard Three (3) Ring Binder.
Factory O&M Manuals
 One (1) electronic copy of preliminary submittal.
 Up to Six (8) hardcopies of approved submittals on 20 lbs. 8 ½" x 11" letter size paper in standard Three (3) Ring Binder, two (2) CDs (if requested), and one (1) flash drive (if requested)
 (O&M Manuals only include information on Vaughan supplied equipment).
 Estimated Freight for Single Shipment, FOB Montesano, WA

LITTLE BEAR PUMP STATION

1400 GPM @ 191' TDH (duplex pumps at 700 GPM ea, 1650 RPM)

3000 GPM @ 230' TDH (triplex pumps at 1000 GPM ea, 1750 RPM)

Note: 1 pump or 2 pumps cannot operate over 1650 RPM as this risks pump running off right side of the pump curve.

4 3 ea Vaughan Model SR4V-155 Submersible Chopper Pump including:

Casing, cast ductile iron with 4" ANSI CL 125 discharge flange.

Impeller, Cutter Bar, Cutter Nut Upper Cutter, cast steel, heat treated to minimum Rockwell C60.

Mechanical Seal, cartridge type with ductile iron gland, Viton O-rings, silicon carbide faces, and integral stainless steel sleeve as manufactured by Vaughan.

Elastomers, Buna N

Bearings, oil bath lubricated with minimum 100,000-hour L-10 bearing life.

Bearing Housing, cast ductile iron with piloted motor mount.

Automatic Oil Level Monitor, PVC plastic reservoir with 120V switch and relay and 50 feet of hose.

Submittals:	Submittal time is 4 - 6 weeks after receipt of order.
Production Time:	Estimated 18 to 20 weeks after receipt of approved submittals, released to production and executed purchase order. Estimated ship dates are subject to change dependent on motor availability. Vaughan Co. will arrange shipment upon the receipt of approved factory tests, if applicable.
FOB:	Montesano, Washington via best way.
Terms:	Contingent on credit approval.
Expiration:	Quotation valid for 30 days.

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"First and Only Chopper Pump – Worldwide"



WC Equipment Sales
Attn: Dave Williams

Quote Number: 46088B

Dated: 3/8/22

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Project: Fulton County, Newnan Road & Little Bear Pump Stations

*DUE TO CONTINUED PRICING INSTABILITIES IN MOTORS, METALS AND CASTINGS
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ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
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Shaft, heat treated steel

Drive, 125 HP, 1750 RPM, 460 volt, 3 phase, 60 Hz, 1.0 SF, Inverter Ready, Explosion Proof (Class 1, Group C & D) 15 minute in air continuous duty submersible motor with tandem mechanical seals, Class F insulation, moisture sensors, internal thermostats, and 50 feet of power and control cable, manufactured by ABB/Baldor.

Pump Finish: Sandblast and coat with minimum 30 MDFT Tnemec Perma-Shield PL Series 431 epoxy. (Except Motor)

Pump Monitor Relay for mounting in customer control panel to supply seal leakage and over temperature alarms for submersible motor.

5 4 ea Spark Proof Guide Rail System consisting of:

4" Base Elbow, cast ductile iron.

4" Guide Bracket, cast non-sparking aluminum bronze.

(1) Intermediate Stiffener Brackets, 316 stainless steel located every 10 feet.

Top Mounting Bracket and Chain Holder Bracket, 316 stainless steel.

6 1 set Factory Services consisting of:

Factory Pump Performance Testing.

Factory Hydrostatic Testing.

Factory Routine Motor Testing.

Factory Submittals

One (1) electronic copy of preliminary submittal.

Up to (8) hardcopies of approved submittals on 20 lbs. 8 1/2" x 11" letter size paper in standard Three (3) Ring Binder.

Factory O&M Manuals

One (1) electronic copy of preliminary submittal.

Up to Six (8) hardcopies of approved submittals on 20 lbs. 8 1/2" x 11" letter size paper in standard Three (3) Ring Binder, two (2) CDs (if requested), and one (1) flash drive (if requested)

(O&M Manuals only include information on Vaughan supplied equipment).

Estimated Freight for Single Shipment, FOB Montesano, WA

Submittals:	Submittal time is 4 - 6 weeks after receipt of order.
Production Time:	Estimated 18 to 20 weeks after receipt of approved submittals, released to production and executed purchase order. Estimated ship dates are subject to change dependent on motor availability. Vaughan Co. will arrange shipment upon the receipt of approved factory tests, if applicable.
FOB:	Montesano, Washington via best way.
Terms:	Contingent on credit approval.
Expiration:	Quotation valid for 30 days.

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"First and Only Chopper Pump – Worldwide"

WC Equipment Sales
 Attn: Dave Williams

Project: Fulton County, Newnan Road & Little Bear Pump Stations

Quote Number: 46088B
 Dated: 3/8/22

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*DUE TO CONTINUED PRICING INSTABILITIES IN MOTORS, METALS AND CASTINGS
 ALL PRICING BEYOND 60 DAYS MUST BE VERIFIED PRIOR TO PLACING AN ORDER.*

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
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NOTE:

THE FOLLOWING ITEMS ARE NOT INCLUDED IN THIS QUOTATION. IF REQUIRED, PLEASE CONTACT YOUR LOCAL VAUGHAN REPRESENTATIVE FOR PRICING AND AVAILABILITY: UNLESS NOTED OTHERWISE, VAUGHAN'S STANDARD WARRANTY APPLIES.

- CONTROL PANELS, LEVEL CONTROLS, CONSTANT TORQUE VFD'S, OR ANY OTHER ELECTRICAL OR INSTRUMENTATION ITEM NOT SPECIFICALLY CALLED OUT HEREIN.
- PRESSURE GAUGES, SWITCHES, VALVES AND OTHER SPECIALTIES NOT SPECIFICALLY CALLED OUT HEREIN.
- SPECIAL COATINGS OTHER THAN THOSE QUOTED.
- FACTORY PUMP VIBRATION AND NOISE TESTS.
- EQUIPMENT, LABOR, MATERIAL AND PERSONNEL REQUIRED TO PERFORM FIELD TESTING OF PUMPS.
- SPECIAL MOTOR SPECIFICATIONS OTHER THAN THOSE SPECIFICALLY CALLED OUT HEREIN.
- INTRINSICALLY SAFE FEATURES.
- SPARE PARTS.
- ADDITIONAL LUBRICANTS OTHER THAN THOSE CONTAINED WITHIN THE PUMP.
- ANCHOR BOLTS.
- ACCESS HATCH COVERS.
- PUMP LIFTING HOISTS.
- 2 INCH SCHEDULE 40 PIPE RAILS FOR GUIDERAILS.
- LIFTING CABLES/CHAINS AND SAFETY HOOKS.
- STARTUP BY MANUFACTURER'S REPRESENTATIVE.

Pumps - \$545,000⁻
Acc'y's - Incl. Above
Field Services - \$14,000⁻
Mixing System - \$60,000⁻

TOTAL: \$621,000⁻

Application: Lift Station
Industry: Municipal

Vaughan Co. Inc.

Submittals:	Submittal time is 4 - 6 weeks after receipt of order.
Production Time:	Estimated 18 to 20 weeks after receipt of approved submittals, released to production and executed purchase order. Estimated ship dates are subject to change dependent on motor availability. Vaughan Co. will arrange shipment upon the receipt of approved factory tests, if applicable.
FOB:	Montesano, Washington via best way.
Terms:	Contingent on credit approval.
Expiration:	Quotation valid for 30 days.

jsf

"First and Only Chopper Pump - Worldwide"



PRODUCT WARRANTY, TERMS & CONDITIONS FOR SALES MADE BY VAUGHAN CO., INC.

1. **GENERAL:** The Terms & Conditions herein established by Vaughan Co., Inc. ("us", "we", "our") as may be amended by us from time to time ("Terms and Conditions") apply to all dealings with our potential and actual customers ("you" and "your"), whether made by you or us, for any solicitation, submission, inquiry, offer, request or arrangement (a "Communication") or sale by us with respect to goods we sell ("Product(s)"). Written authorization is only valid if executed by an authorized officer of Vaughan Co.
2. **SCOPE OF SUPPLY:** Scope of supply will be limited to accepted quotation or approved submittals, if required.
3. **ACCEPTANCE OF ORDERS:** No Communication is binding on us unless written authorization is obtained by an authorized officer of Vaughan Co. Any sample provided by us is not part of an Accepted Order.
4. **SUBMITTALS:** Drawings and submittals for approval will typically be supplied four to six (4-6) weeks from the receipt of the order in pdf format. Vaughan will not be responsible for damages, fees or charges for any additional submittal reviews that were not the fault of Vaughan.
5. **PRODUCTION TIME:** Vaughan's production time will begin after complete submittal approval, release to production, execution of the purchase order and receipt of progress payments, if applicable. Production time excludes time to approve test results.
6. **NO CANCELLATION:** Accepted Orders cannot be cancelled or modified, in whole or in part, without our prior written consent, which consent may be withheld or subject to conditions and reasonable charges we may impose. Any custom ordered parts cannot be cancelled without full payment.
7. **DEFAULT:** If Buyer defaults on the contract, Vaughan shall have the right to be cancel the contract in part or whole. Buyer shall be responsible for reasonable termination charges up to the total agreement value. The termination charge is at Vaughan's discretion dependent upon the percentage of the Agreement price reflecting the percentage of the work fabricated prior to the default plus actual direct costs resulting from default, including cancellation charges directly associated with costs for items that are in production at time of cancellation.
8. **PRICE INCREASE:** Price of Product(s) is subject to increase if equipment is not released to production within six months from the date Vaughan receives the initial purchase order from you.
9. **TAXES:** All prices are subject to all applicable sales and use taxes and any other taxes now or hereafter imposed and/or levied by any governmental authority with respect to the sale of the Product(s) ("Applicable Taxes"). Customers located in states where Vaughan is registered for sales tax sales must pay sales tax on all orders delivered or picked up within said state unless Vaughan Co. has in its possession an accurate and current resale or exemption certificate or other acceptable alternate document on file for your company and/or project. If you have a certificate on file with Vaughan Co., please indicate on the purchase order if tax is to be applied or not at the time of the order. Our failure to charge or collect Applicable Taxes when due shall not relieve you of your obligation for its payment. Regardless of any other payment terms, all Applicable Taxes are due net 30 days from the invoice date.
10. **PAYMENT TERMS:** Terms of sale will be shown on each invoice or purchase order, and it is agreed that invoices will be paid in full when due. Standard payment terms for projects covered by a project payment bond that extends coverage to Vaughan Co. are as follows:
 - 10% upon submittal approval;
 - 10% prior to shipment of equipment;
 - 75% net 30 from shipment of equipment;
 - 5% due at the earlier of startup or 120 days from shipment of equipment.However, Vaughan may at their discretion alter these percentages on a case by case basis. Projects that are not covered by a project payment bond, or payment bonds that do not extend coverage to Vaughan Co., must be 100% prepaid in advance of shipment. Payment is not subject to hold-backs or contingent upon the Buyer receiving payment from the Owner. If payment in full on any invoice is not received when due, or if your credit worthiness is deemed unsatisfactory by us at any time, we may take, without incurring any liability, one or more of the following actions: (a) impose a service charge at the rate that is the lesser of (i) 1.5% per month or (ii) the maximum rate allowed by applicable law, on any amount past due commencing from the date of such invoice, (b) modify or accelerate payments terms, (c) withhold delivery of Product(s) under any Accepted Order not yet shipped and/or delay, recall or reclaim shipments of Product(s) en route to you or delivered until arrangements satisfactory to us are made to secure payment for any outstanding invoice and for all open Accepted Orders and/or (d) file a lien or bond claim for any unpaid labor or material.
11. **RETAINAGE:** Retainage, if applicable, is limited to 5% of the total Accepted Order price less any applicable taxes and is due at the earlier of start-up or 10 days upon owner's acceptance, however, retainage shall not exceed 120 days from the shipment of equipment.
12. **FREIGHT:** Unless otherwise stated in the purchase order or quote, freight for a single shipment is included. Additional freight cost for split-shipments will be the responsibility of the Buyer. Buyer is responsible for providing complete shipping information and requirements including, but not limited to residential delivery, lift gates, limited access, advance notice, construction/jobsite, etc. Failure to provide accurate information may result in additional shipping fees. Those fees are the responsibility of the Buyer and will be billed accordingly.
13. **DATE OF SHIPMENT:** Shipment dates are approximate and subject to change based upon Product(s) availability, production schedules, and other prevailing conditions. Shipment date is contingent upon the receipt of approved submittals, execution of purchase order, receipt of progress payments and approved factory tests, if applicable. You must accept delivery after approval of submittals, production time and factory test approval or issue us a change to the Accepted Order that must be accepted by us in writing. If Vaughan does not receive approval to ship equipment within 30 days from the submission of factory tests, Buyer will pay Vaughan \$100 per day for storage of equipment.
14. **LONG TERM STORAGE:** We will hold Product(s) in long term storage contingent upon payment of full purchase order price less retainage. Long term storage duration, fees, and any other considerations will be evaluated on a case by case basis.
15. **YOUR ACCEPTANCE OF PRODUCT(S):** You are responsible to promptly inspect Product(s) delivered and notify us within five (5) calendar days following receipt of the Product(s) for which a claim is filed of any shortages, visible material defects or non-conformance of the Product(s) with the Accepted Order. If the equipment is damaged during transport that was arranged by Vaughan, Vaughan will file the claim with the freight carrier. Any damages will be limited to the amounts recovered by Vaughan from the freight carrier.
16. **RETURNS:** Product(s) may not be returned for any reason without authorization by us. Please refer to the "Returned Goods Authorization Policy" for further information on returns.
17. **WARRANTY:** Vaughan Company, Inc. (Vaughan Co.) warrants to the original purchaser/end user (Purchaser) all pumps and pump parts manufactured by Vaughan Co. to be free from defects in workmanship or material for a period of one (1) year from date of startup or eighteen (18) months from the date of shipment from Vaughan Co., whichever occurs sooner. Startup data must be submitted to Vaughan Co. within 30 days of startup. If Purchaser fails to submit startup data within 30 days of startup, then Vaughan, in its sole discretion, may elect to void this warranty at any time. Purchaser must contact Vaughan Co. prior to commencing any repair attempts, or removing pump or parts from service. If Purchaser fails to contact Vaughan Co. prior to commencing any repair attempts or removing pumps or parts from service, then Vaughan, in its sole discretion, may elect to void this warranty at any time. If during said warranty period, any pump or pump parts manufactured by Vaughan Co. prove to be defective in workmanship or material under normal use and service, and if such pump or pump parts are returned to Vaughan Co.'s factory at Montesano, WA, or to a Vaughan authorized Service Facility, as directed by Vaughan Co., transportation charges prepaid, and if the pump or pump parts are found to be defective in workmanship or material, they will be replaced or repaired by Vaughan Co. free of charge. Products repaired or replaced from the Vaughan Co. factory or a Vaughan authorized Service Facility under this warranty will be returned freight prepaid. Vaughan Co. shall not be responsible for the cost of pump or part removal and/or re-installation. All warranty claims must be submitted in writing to Vaughan Co. not later than thirty (30) days after warranty breach occurrence. The original warranty length shall not be extended with respect to pumps or parts repaired or replaced by Vaughan Co. under this Warranty. This Warranty is voided as to pumps or parts repaired/replaced by other than Vaughan Co. or its duly authorized representatives. Vaughan Co. shall not be liable for consequential damages of any kind, including, but not limited to, claims for property damage, personal injury, attorneys' fees, lost profits, loss of use, liability of Purchaser to customers, loss of goodwill, interest on money withheld by customers, damages related to third party claims, travel expenses, rented equipment, third party contractor's fees, or unauthorized repair service or parts. The Purchaser, by acceptance of delivery, assumes all liability for the consequences of the use or misuse of Vaughan Co. products by the Purchaser, its employees or others. Equipment and accessories purchased by Vaughan Co. from outside sources which are incorporated into any Vaughan pump or any pump part are warranted only to the extent of and by the original manufacturer's warranty or guarantee, if any, which warranty, if appropriate, will be assigned by Vaughan Co. to the Purchaser. It is Purchaser's responsibility to consult the applicable product

PRODUCT WARRANTY, TERMS & CONDITIONS FOR SALES MADE BY VAUGHAN CO., INC.

- documentation for specific warranty information. Specific product documentation is available upon request. Any warranty shall be void if the total contract amount is not paid in full. Vaughan Co. neither assumes, nor authorizes any person or company to assume for it, any other obligation in connection with the sale of its equipment with the exception of a valid Vaughan "Performance Guarantee" or "Extended Warranty," if applicable. Any other enlargement or modification of this warranty by a representative or other selling agent shall not be legally binding on Vaughan Co. Warranty eligibility determination is at Vaughan Co.'s sole discretion. Warranty Limitations: This warranty shall not apply to any pump or pump part which has been subjected to or been damaged by any of the following non-exclusive list of causes: Misuse, abuse, accident, negligence, operated in the dashed portion of the published pump curves, used in a manner contrary to Vaughan's printed instructions, defective power supply, improper electrical protection, faulty installation, maintenance, or repair, wear caused by pumping abrasive or corrosive fluids or by cavitation, dissatisfaction due to buyer's remorse, damages incurred during transportation, damages incurred during installation or maintenance. **THIS IS VAUGHAN CO.'S SOLE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY EXCLUDED INCLUDING IN PARTICULAR ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
18. **FORCE MAJEURE:** Vaughan shall have no liability in respect of failure to deliver or perform or delay in delivering or performing any obligations due to causes such as fire, earthquakes, flooding or other natural disasters, failure of our supplier to deliver on time, war, acts or threats of terrorism, strikes and any other circumstance outside the reasonable control of Vaughan.
 19. **DAMAGES:** Vaughan is not responsible for any damages due to delays, special, indirect, consequential or punitive damages.
 20. **BACK CHARGES:** You shall not charge Vaughan back charges without first receiving written approval from an authorized officer of Vaughan Co.
 21. **COLLECTION CHARGES:** You shall pay all costs and expenses, including without limitation reasonable attorneys' fees and administrative charges, we incur in endeavoring to protect our rights arising out of your failure to perform your obligations to us, including without limitation any attempt to collect any amount you owe us.
 22. **CONFIDENTIALITY:** Buyer shall take reasonable efforts to maintain as confidential, such items marked or identified as such by Vaughan. Such confidential information shall not include information which may have been provided to Vaughan in connection with this Agreement. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Vaughan, and all related intellectual property rights, shall remain Vaughan's property. Vaughan grants Buyer and Owner a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the work. Buyer shall not disclose any such material to third parties without Vaughan's prior written consent
 23. **EAR COMPLIANCE:** If Product(s) are exported by us, we provide the following statement: "these commodities, technology or software were exported from the United States in accordance with the export Administration Regulations. Diversion contrary to U.S. law is prohibited."
 24. **GOVERNING LAW:** The transactions between you and us are made in Washington State, shall be governed by the laws of Washington State, and you agree to submit exclusively to jurisdiction and venue of such state with respect to any dispute arising out of any transaction between you and us. **YOU AND WE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF ANY SUCH DISPUTE.**
 25. **DISPUTES:** Any claim or dispute between Vaughan and Buyer, arising out of or relating to either's obligations to the other under this Contract, shall, if possible, be resolved by negotiation between Vaughan's and Buyer's designated representatives. Vaughan and Buyer each commit to seeking resolution of such matters in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. If a matter cannot be resolved by the parties' designated on-site representatives, the following dispute resolution procedure shall apply:
 - i. No later than thirty (30) days after the designated representatives fail to reach agreement, representatives from executive management of Seller and Contractor shall attempt to resolve the matter.
 - ii. If resolution cannot be reached by the parties' executive managers, no later than thirty (30) days after the executive managers fail to reach agreement, the parties shall submit the dispute to non-binding mediation. The parties shall select a mediator that is mutually acceptable. The location of the mediation shall be in County wherein the project is located.
 - iii. If resolution cannot be reached by the parties through mediation, within thirty (30) days after the mediation has concluded, either party may file a demand for arbitration. Such arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
 26. **NO RIGHT OF SET-OFF:** Each Accepted Order constitutes a separate and distinct contract when accepted by us and you may not withhold payment for an invoice or offset same, in whole or in part, against sums you claim are due you by us with respect to another Accepted Order, invoice or for any other cause or reason whatsoever.
 27. **INDEMNITY CLAUSE:** Any indemnification shall not include claims of, or damages resulting from the negligence, gross negligence, or willful, wanton or intentional misconduct of the parties indemnified hereunder. To the extent that conditions, acts, activities or conduct involve the contributory negligence or misconduct of you or other third parties, liability will be apportioned between the parties according to comparative fault.
 28. **OUR RIGHTS ARE NOT EXCLUSIVE:** Our rights hereunder are in addition to and not in lieu of any other rights and remedies available to us at law or in equity.
 29. **NOTICES:** All notices of claims or disputes given by either you or us with respect to any Communication, Accepted Order or these Terms & Conditions shall be in writing and sent by (a) first class mail with a copy by certified mail, return receipt requested, postage pre-paid, or (b) overnight delivery service, charges prepaid, and address as follows: (i) if intended for us, to our address to which a Communications was sent or an Accepted Order was placed, and (ii) if to you, at your address last known to us. Notice will be effective the first business day after notice is sent.
 30. **NO OTHER TERMS ACCEPTED:** No terms or conditions, other than these Terms and Conditions, shall apply to any Accepted Order and no agreement or understanding in any way adding to or otherwise modifying these Terms and Conditions shall be binding on us unless set forth in writing and signed by an officer of Vaughan Co. Vaughan Co. is only bound to the terms of the contract/agreement/purchase order between Vaughan and Buyer. The Buyer's Prime Contract with an Owner shall not affect the contract between Vaughan and Buyer unless specifically accepted in writing by an authorized officer of Vaughan Co.
 31. **COUNTERPARTS:** This Agreement may be executed in counterpart, and may be executed by way of facsimile, email or electronic signature, and if so, shall be considered an original.
 32. **MISCELLANEOUS:** No waiver of any rights or remedies shall be binding on us unless set forth in a written waiver signed by us. We do not give up any of our rights or remedies if we fail or delay in seeking a remedy or if we accept a payment while there is a breach by you. Any such waiver, delay or failure by us on one occasion shall not be deemed a waiver by us of any future default by you or of any future right or remedy available to us. The Section, Paragraph and other heading in these Terms & Conditions are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision contained in these Terms and Conditions. The invalidity of enforceability of any provision in these Terms and conditions shall in no way effect the validity or enforceability of any other provision.



VAUGHAN CO., INC. PRODUCT WARRANTY

Vaughan Company, Inc. (Vaughan Co.) warrants to the original purchaser/end user (Purchaser) all pumps and pump parts manufactured by Vaughan Co. to be free from defects in workmanship or material for a period of one (1) year from date of startup or eighteen (18) months from the date of shipment from Vaughan Co., whichever occurs sooner. Startup data must be submitted to Vaughan Co. within 30 days of startup. If Purchaser fails to submit startup data within 30 days of startup, then Vaughan, in its sole discretion, may elect to void this warranty at any time. Purchaser must contact Vaughan Co. prior to commencing any repair attempts, or removing pump or parts from service. If Purchaser fails to contact Vaughan Co. prior to commencing any repair attempts or removing pumps or parts from service, then Vaughan, in its sole discretion, may elect to void this warranty at any time.

If during said warranty period, any pump or pump parts manufactured by Vaughan Co. prove to be defective in workmanship or material under normal use and service, and if such pump or pump parts are returned to Vaughan Co.'s factory at Montesano, WA, or to a Vaughan authorized Service Facility, as directed by Vaughan Co., transportation charges prepaid, and if the pump or pump parts are found to be defective in workmanship or material, they will be replaced or repaired by Vaughan Co. free of charge. Products repaired or replaced from the Vaughan Co. factory or a Vaughan authorized Service Facility under this warranty will be returned freight prepaid. Vaughan Co. shall not be responsible for the cost of pump or part removal and/or re-installation.

All warranty claims must be submitted in writing to Vaughan Co. not later than thirty (30) days after warranty breach occurrence. The original warranty length shall not be extended with respect to pumps or parts repaired or replaced by Vaughan Co. under this Warranty. This Warranty is voided as to pumps or parts repaired/replaced by other than Vaughan Co. or its duly authorized representatives.

Vaughan Co. shall not be liable for consequential damages of any kind, including, but not limited to, claims for property damage, personal injury, attorneys' fees, lost profits, loss of use, liability of Purchaser to customers, loss of goodwill, interest on money withheld by customers, damages related to third party claims, travel expenses, rented equipment, third party contractor's fees, or unauthorized repair service or parts. The Purchaser, by acceptance of delivery, assumes all liability for the consequences of the use or misuse of Vaughan Co. products by the Purchaser, its employees or others.

Equipment and accessories purchased by Vaughan Co. from outside sources which are incorporated into any Vaughan pump or any pump part are warranted only to the extent of and by the original manufacturer's warranty or guarantee, if any, which warranty, if appropriate, will be assigned by Vaughan Co. to the Purchaser. It is Purchaser's responsibility to consult the applicable product documentation for specific warranty information. Specific product documentation is available upon request. Any warranty shall be void if the total contract amount is not paid in full.

Vaughan Co. neither assumes, nor authorizes any person or company to assume for it, any other obligation in connection with the sale of its equipment with the exception of a valid Vaughan "Performance Guarantee" or "Extended Warranty," if applicable. Any other enlargement or modification of this warranty by a representative or other selling agent shall not be legally binding on Vaughan Co.

Warranty eligibility determination is at Vaughan Co.'s sole discretion.

Warranty Limitations:

This warranty shall not apply to any pump or pump part which has been subjected to or been damaged by any of the following non-exclusive list of causes:

- Misuse
- Abuse
- Accident
- Negligence
- Operated in the dashed portion of the published pump curves
- Used in a manner contrary to Vaughan's printed instructions
- Defective power supply
- Improper electrical protection
- Faulty installation, maintenance, or repair
- Wear caused by pumping abrasive or corrosive fluids or by cavitation
- Dissatisfaction due to buyer's remorse
- Damages incurred during transportation
- Damages incurred during installation or maintenance

THIS IS VAUGHAN CO.'S SOLE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY EXCLUDED INCLUDING IN PARTICULAR ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America
 Ph: 770-467-0303

Fax: 770-467-0301

Quote	
ID: P219941	Date: 09-Jun-22

To

Reeves Young Construction 45 Peachtree Industrial Blvd NW Sugar Hill, 30518 United States of America

Quote To

SAME

Ph: 770-271-1159

Fax: 770-271-5856

Terms		Ship Via		Salesperson
Net 30 Days				DBMCDO
Quantity	Description	Unit Price	Amount	
	11) Start up and training. Two (2) VBS-8 Odor Control System designed to deodorize malodorous air containing H2S and various sewage gases. PureAir Filtration will provide a VBS-8 FRP system as required to eliminate all odors. Each system will consist of the following, unless stated otherwise. 1) One (1) PureAir VBS-8 FRP odor control with insulated vessel designed to provide 2,250 CFM of purified air and engineered per customer requirements. 2) Full charge of PureAir Sulphasorb .30 high-capacity media. Media will be delivered in super sack for loading into the unit. 3) H2S breakthrough indicator as specified or Real Time Media Bed Monitor: This system includes PureAir's "Real Time Media Bed Monitor Rod" which gives continuous, reliable monitoring of the remaining life of the H2S carbon. 4) One (1) centrifugal industrial FRP fan that meets AMCA requirements with Teflon seals and TEFC motor, 230/480 volt/3ph/60hz designed to provide a minimum of 2,250 CFM. 5) NEMA 4X control panel with SST enclosure, HOA, disconnect, 480-volt breaker, run/fail lights and alarm. 6) High Efficiency mist & grease filter. Mist & grease filter equipped with differential pressure gage rated 0-2 iwvg. 7) Sound enclosure. 8) Exhaust stack. 9) All ductwork and flexible connectors between the vessel, blower, mist and grease filters. All other ductwork not included. 10) Differential pressure gauge to measure the pressure drop across the media bed. 11) One (1) year or 18 months after shipment warranty. 12) Start up and training. Includes: (3) Electronic Bed Monitors, 1 per station. Invoices are payable within 30-days from Invoice date. The attached Terms and Conditions become a part of this offer to sell.			



Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

Quote

ID: P219941 Date: 09-Jun-22

To

Reeves Young Construction
 45 Peachtree Industrial Blvd NW
 Sugar Hill, 30518
 United States of America

Quote To

SAME

Ph: 770-271-1159

Fax: 770-271-5856

Terms		Ship Via	Salesperson
Net 30 Days			DBMCDO
Quantity	Description	Unit Price	Amount
1	<p>Not Included: Installation of any of the above equipment Electrical Installation Ductwork to odor source Spare parts Skid RTP-1 stamp</p> <p>Terms: See also attached standard terms and conditions Submittals to be completed in 3-5 weeks upon receipt of purchase order Delivery will occur 15-18 weeks after written release from Purchaser. Freight: FOB Destination Taxes: Not included</p> <p>*Please issue purchase order direct to PureAir Filtration.</p>	\$290,600.00	\$290,600.00
	<p>Quote prepared by Dustin McDowell.</p> <p>PLEASE NOTE: 1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location. 2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork. 3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card. 4. GWI will provide 1-year warranty on workmanship and materials from the date of delivery 5. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com</p> <p>THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL 770-467-0303, OR YOUR SALES REP, IF YOU HAVE ANY QUESTIONS.</p>	Total:	\$290,600.00

May 10, 2021

Mr. Patrick Hines
Reeves + Young.
45 Peachtree Industrial Blvd. N.W., Suite 200
Sugar Hill, GA. 30518
E-mail: phines@reevesyoung.com

Reference:

- GCS Proposal Number 22GA021_Rev. 0
- 60 % Design / Build: Atlanta Newnan Rd Pump Station and Force Main –Fulton County, GA.
- Field Instrumentation with Mission RTU-Unit SCADA System
- Division 40: Section – 40 71 13, 40 72 23, 40 72 76, 40 73 13, 40 73 26, 40 73 63
- Division 26: 26 03 30 (Only Mission RTU-Unit SCADA System)
- Contract Drawings: I-001, I-101, I-102, I-801 & I-902

Dear Patrick:

A Minority & Female Business Enterprise (FMBE), Global Control Systems, GCS, is pleased to provide the following proposal to furnish **specified Field Instrumentation with Mission RTU-Unit SCADA System scope as per “60 % Design / Build: Atlanta Newnan Rd Pump Station and Force Main – Fulton County, GA.” bid Project.**

Proposal – General

Global Control Systems, Inc., GCS – Process Instrumentation and Control Supplier, in conformance with the contract drawings and specifications, proposes to furnish equipment and services, including engineering, submittals, equipment, freight, startup, testing, operation and maintenance manuals as specified. **Global Control Systems, Inc.** will assume responsibility only for the equipment and services enumerated herein in accordance with the Contract Drawings and Specifications. **Global Control Systems, Inc.** will **not** provide any **Local / Vendor furnished field instrumentation and Control Panels / Enclosures, any PLC / HMI Panels,** equipment installation, **taxes,** equipment demolition, mounting hardware, floor stands, wall brackets or instrument racks, **sunshades,** field wiring, conduit and cable, field tubing, terminations, unless otherwise explicitly stated within the body of this Scope of Supply.

SCOPE SUMMARY

Division 40 – Process Interconnections

Section: 40 71 13 – Magnetic Flow Meters

Section: 40 72 23 – Radar level Meters

Section: 40 72 76 – Level Switches

Section: 40 73 13 – Pressure Gauges with Diaphragm Seals

Section: 40 73 26 – Gauge Pressure Transmitters with Diaphragm Seals

Section: 40 73 63 – Diaphragm Seals

Division 26 – Electrical

Section: 26 03 30 – SCADA System (Only Mission RTU-Unit)

Contract Drawings: I-001, I-101, I-102, I-801 & I-902

In reference to above contract specifications and drawings, **Process Field Instrumentation and Control “System Integrator” GCS -** scope involve includes Alarm and Monitoring System of specified **field instrumentation with Mission RTU-Unit SCADA System** to accept all specified new and existing signals to monitor and control with help from field instrumentation. Completely integrated instrumentation system, along with submittals, engineering design services, field test, field configuration, field calibration,

System Integration & Automation Solutions

start-up, testing support, commissioning, training, O&M manuals and warranty shall be provided as specified.

GCS: Process Field Instrumentation and Control “System Integrator” GCS - CSI Functional Scope:

1. The specified scope includes system integration as “**Process Field Instrumentation and Control System Integrator**” related to the new Pump Station instrumentation and control system
2. Furnish specified new field instrumentation with **new Mission RTU-Unit SCADA System** at “**Atlanta Newnan Rd and Little Bear Pump Stations – Fulton County, GA.**”
3. Provide engineering services such as field hardware submittals for **GCS furnished instruments with Mission RTU-SCADA System**, field test and start-up
4. O & M – manuals, Training and warranty shall be provided as specified and shown on the contract specifications

Note: In reference to contract specs and drawings, All Local / Vendor scope field instruments and Control Panels / Enclosures with PLC/HMI System hardware / software and Programmer’s services shall be provided by others and not included under GCS scope of supply.

ATLANTA NEWMAN RD. & LITTLE BEAR PS FIELD INSTRUMENTS:

**Field Instrument: Instrumentation List, (Spec Section: 13420 & P&ID I-Drawings)
Section: 13360 – Automatic Refrigerated Sampler**

In reference to **contract specifications and drawings**, field Instrumentation scope by “**Process Field Instrumentation System Integrator**” **GCS - CSI include** only instruments listed below. Any devices other than listed below are **not** part of **GCS** scope of supply and to be furnished by **others / General Contractor**.

Under this scope, it covers specified field mounted instruments to interface with **new LCP-AL, LCP-R1, LCP-R2 & LCP-R3 Control Panels** with all necessary engineering and startup services, Factory Acceptance Test (FAT), Operational Readiness Test (ORT) and the Functional Demonstration Test (FDT). Completely integrated instrumentation system, along with engineering submittals, field calibration, start-up, testing, commissioning and O&M manuals shall be provided as specified.

Spec Section: 40 71 13 - Magnetic Flow Meters and P&ID Drawing I-101, I-102 & I-902:

Two (2) As specified, **Size: 12" NEMA 6P (IP68) - SUBMERGENCE with Remote Transmitters, Tag No. FE/FIT-1050 & -2050**

Note: GCS scope does not include furnishing any mounting hardware such as flange, Brackets, Gaskets and misc. hardware for above Flowmeters with Remote Transmitters and to be furnished by GC or Others

Spec Section: 40 72 23 - Radar Level Meters and P&ID Drawing I-101, I-102 & I-902:

Two (2) As specified, Radar Level Meters with Transmitters
Tag No. LE/LIT-1044 & -2044

Spec Section: 40 72 76 - Float Level Switches and P&ID Drawing I-101, I-102 & I-902

Four (4) As specified, Float Switches
Tag No. LSL-1041, Lsh-1042, LSL-2041 & LSH-2042

Spec Section: 40 73 13 – Press. Gauge with Diaphragm Seal and P&ID Drawing I-101, I-102 & I-902:

Six (6) As specified, Pressure Gauges with Diaphragm Seals
Tag No. PI-1010, -1020, -1030, -2010, -2020 & -2030

System Integration & Automation Solutions

Spec Section: 40 73 26 & 40 73 63- Gauge Pressure Transmitter with Diaphragm Seal and P&ID Drawing I-101, I-102 & I-902:

Two (2) As specified, Gauge Pressure Transmitters with Diaphragm Seals
Tag No. PE/PIT-1050 & -2050

Note: GCS scope does not include furnishing Block/Root/Isolation Valves for these above Pressure Transmitters and to be furnished by GC or Others

Spec Section: 40 72 76- Submersible Level Transmitter and P&ID Drawing I-101, I-102 & I-902:

Two (2) As specified, Submersible Level Transmitters
Tag No. LE/LIT-1040 & -2040

Combustible Gas Detector- P&ID Drawing I-801 & I-902:

Two (2) As specified, Combustible Gas Detector (Methane – LEL)
Tag No. AE/AIT-1180 & -2180

Spec Section: 26 03 30 – Only Mission RTU-Unit SCADA System:

Two (2) As specified, Mission RTU-Unit with Misc. hardware
Tag No. MI-Atlanta Newnan Rd. PS SCADA System
Tag No. MI-Bear Creek PS SCADA System

Spec Section ?????, Field Surge Suppressor – Transient Voltage Surge Suppression:

One Lot (1): As required, lightning and surge protection on **GCS part of instruments** analog signal and power wiring which enters or exits buildings or which terminates in outdoor control panels will be individually protected against lightning spikes, and other transient surges at only **GCS provided field instruments** termination point.

Note: GCS scope does not include furnishing and termination of Fiber Optic / Ethernet / MODBUS or any other cables under this project throughout the plant and to be furnished by Electrical / Others,

Note: In reference to contract drawings, any and all vendor provided field instruments, control panels/enclosures, PLC/HMI panels and any type of communication cables (Fiber Optic / Ethernet (CAT 6) / MODBUS) are not included under GCS scope of supply and will be furnished by specified Vendor.

Process Control Networks

If applicable, any and all Fiber Optic / Ethernet / MODBUS Cables are not included under GCS scope of supply and to be furnished by Electrical / Others

Note:

- This scope **does not include** any **Fiber Optic / Ethernet cable** termination services
- This scope **does not** include furnishing and running Ethernet / fiber optic cable and conduit
- This scope **does not** include any patch panels, ETHERNET cables and communication fiber optic / ETHERNET switches
- For field instrumentation and control panels scope, **GCS** has included only field instruments listed above from contract **drawings and specifications**. Any devices other than listed above are **not** part of GCS scope of supply and to be furnished by others/General Contractor.
- **Where ever applicable**, this scope includes power and analog surge suppressors for field-mounted instrumentation provided by **GCS**
- This scope **does include** specified **spare parts** for field instruments and control panels
- If applicable, electrical Contractor will provide 120 VAC power for this equipment.
- Field Instruments with Mission RTU-Unit SCADA System furnished by **GCS** installation and field wire termination services are **not included** in this scope of work
- This scope **does not include** any field-mounted sample pumps and misc. hardware not specified above.

System Integration & Automation Solutions

- Any mounting hardware or labor for field instruments with Mission RTU-Unit SCADA System furnished by **GCS** installation and termination is **not included** in this scope.
- This scope **does not include PLC / HMI /SCADA hardware and programming development software with Licenses**
- This scope **does not include** PLC programmer laptop
- This scope **does not include** installation of Antenna for Mission RTU-Unit SCADA System
- This scope **does not include** furnishing and installation of any type of communication cables such as Ethernet (CAT6), DeviceNet, MODBUS and **Fiber Optic** between PLC panel and to the field and panels via Ethernet

Spare Parts:

- This scope **includes specified** spare parts for field instruments

Field Start-up Services

Field Instrumentation with Mission RTU-Unit SCADA System: Qualified GCS staff will provide start-up services for the specified tasks.

Warranty:

Field Instrumentation with Mission RTU-Unit SCADA System: As specified, warranty will be provided.

Training:

Field Instrumentation with Mission RTU-Unit SCADA System: As specified, Qualified GCS staff will provide training for the specified tasks.

Delivery Schedule

- Field instruments with Mission RTU-Unit SCADA System will be submitted for approval within **Four (4) to Six (6) weeks** after receipt of purchase order
- Field instruments with Mission RTU-Unit SCADA System delivery will be within **Eight (8) to Ten (10) weeks** after receipt of field instruments submittal approval
- Start-up services can be scheduled with **three (3) to four (4) weeks'** notice.

Total cost includes: GCS furnished Field Instrumentation with Mission RTU-Unit SCADA System: engineering services like component catalog cut sheets, field and with Mission RTU-Unit SCADA System equipment submittals, Operational and Maintenance Manual and equipment submittal for the items supplied by GCS.

Total Cost for the above scope.....\$ XXX, XXX. 00

Any Applicable freight and sales taxes are included in this Cost.

Terms for Payment

- 20% - Approved field Instrumentation with Mission RTU-Unit SCADA System Equipment Submittal. Net 30 Days
- 75% - Delivery of Field Equipment. Net 30 Days
- 5% - After Field Start-up. Net 30 Days

Terms and Conditions

Prices quoted herein are for the equipment and services listed and do not include any external electrical wiring or termination, equipment installation, plumbing or mechanical interconnection.

System Integration & Automation Solutions

Prices are in US funds, all applicable taxes extra. The above prices will be held for thirty days provided equipment manufacturer's price does not change. Any equipment price change will be forwarded to the customer.

If we are not at the agreement within specified time frame, terms and agreement will be negotiated at later date.

Payment terms are:

Pro-rated payment shall become due as each partial shipment is made. If shipment is delayed for any reason that is beyond the control of GCS, prices shall be increased 1.5% for each full month or fraction thereof that shipment is delayed beyond reasonable time frame. Further, if equipment is ready for shipment, and purchaser delays shipment, date of notice of readiness of shipment shall be deemed to be date of shipment for payment purposes.

This proposal is limited to only those technical portions of the Engineer's Specification specifically referred to herein, and to the Terms and Conditions of Sale as outlined. GCS is not bound by any Terms and Conditions of the Prime or other contracts not specifically included herein.

We appreciate the opportunity to furnish you with this proposal and look forward to working with you on this project. Should you have any questions, please feel free to give us a call.

Sincerely,

Kishor Gandhi / Project Manager



3297 Millwood Trail
Smyrna, Georgia 30080
Office: 678-799-9393 / Cell: 678-908-8392
kishor@globalcontrolsystems.com
globalcontrolsystems.com



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
Purchaser Order Number		Purchase Order Date	
Department			
Bid Number		Service Commodity	
Contractor			

Performance Rating

0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

1. Quality of Goods/Services	(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)
0	
1	
2	
3	
4	

2. Timeliness of Performance	(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)
0	
1	
2	
3	
4	

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

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

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0542

Meeting Date: 8/3/2022

Department

Public Works

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

Request approval of a Memorandum of Understanding between Fulton County and Georgia Department of Transportation for the Milling and Resurfacing Project (PI-0013948) of CR 1385 Buffington Road from Rock Quarry Road to SR 14 US 29 Improvements in South Fulton. The project involves an adjustment of the existing Sewer Manhole with appurtenances within Fulton County in an estimated cost of \$7,000.00.

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

Fulton County Code Sec. 62-73. Preservation of improvements; authority of board of commissioners. For the preservation of all such improvements, the said board shall have the authority to direct and control the time and manner in which connections shall be made with such improvements, and by whom the work is to be done, and upon what terms and conditions, and at what point and to what extent such connections shall be made; and generally all matters relating to the use and control and repairs of such improvements and the replacing of paving and other adjacent structures in good condition shall be at all times under the regulation and control of said board, in their fair and legal discretion.

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: Georgia Department of Transportation will be bidding the milling and resurfacing on this section of Buffington Road from Rock Quarry Road to SR 14 US 29 in their project. A Memorandum of Understanding (MOU) with the Georgia Department of Transportation has been proposed as the method of allowing the GDOT contractor to adjust the sewer manholes with appurtenances before construction.

Community Impact: Currently sewer line has served facilities along Washington Road as a part of the Fulton County South Fulton collection and conveyance system. The road milling and resurfacing will affect the elevation of the existing sewer manhole in this area, therefore, it needs to adjust proposed road grade.

Department Recommendation: The Fulton County Department of Public Works recommends executing the Memorandum of Understanding (MOU) with the Georgia Department of Transportation as the most cost effective way to complete these adjustments.

Project Implications: The road widening, milling and resurfacing impacts the existing sewer manhole due to modifications of existing grades along the roadway which in turn requires structures to be adjusted to match the proposed roadway surface. The adjustment of sewer manholes must occur to maintain service in this area.

Community Issues/Concerns: During construction of the adjustment of sewer manholes sewer services must be maintained and service will not be impacted.

Department Issues/Concerns: The Department has no issues or concerns with the proposed MOU. History of BOC Agenda Item: None

Contract Modification: New Procurement

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

Georgia Department of Transportation

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

Exhibit A - MOU between GDOT and Fulton County-PI-001348

Exhibit B-Quantities PI-0013948-Buffington Road from Rock Quarry Road to SR 14 US 29

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

Georgia Department of Transportation

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:

Previous Adjustments:

This Request: \$7000.00

TOTAL: \$7000.00

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-1301 Water & Sewer Renewal and Extension Fund

Funding Line 2:

Funding Line 3:

Funding Line 4:

Funding Line 5:

Key Contract Terms	
Start Date:	End Date:
Cost Adjustment:	Renewal/Extension Terms:

Agenda Item No.: 22-0542

Meeting Date: 8/3/2022

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Choose an item.

Report Period Start:

Report Period End:

Georgia DOT Project: Buffington Road from Rock Quarry Road to SR 14 US 29
County: Fulton
GDOT P.I.: 0013948

CONTRACT ITEM AGREEMENT MEMORANDUM OF UNDERSTANDING

between the
Georgia Department of Transportation (hereafter the DEPARTMENT)
and
Fulton County Public Works (hereinafter called the OWNER)

Whereas the DEPARTMENT proposes to undertake a project to [Buffington Road From Rock Quarry Road to SR 14 US 29 Improvements](#) in Fulton County by contract through competitive bidding, and:

Whereas the OWNER has the following utility facilities which will be within the project limits: [The project involves the adjusting of two \(2\) sanitary sewer manholes to the proposed grade.](#)

Whereas the OWNER does not have adequate equipment and staff to adjust its facilities or for other reasons considers it advantageous to have this work included in the roadway contract to be let by the DEPARTMENT; and, now therefore:

The following is hereby mutually agreed to and understood by both parties:

1. The preliminary engineering, including preparation of detailed plans and contract estimate for the required water items will be accomplished by the OWNER or OWNER'S Consultant, the cost of which will be the responsibility of the OWNER. The plans shall provide for adjustment, relocation, or new installation of the OWNER'S facilities in accordance with the OWNER'S customary practices, standards, and details subject to conformance with the DEPARTMENT'S standard pay items and procedures for including such items in the project contract. In cases of discrepancy, the governing descending order will be as follows: (1) Special Provisions, (2) Project Plans (prepared by OWNER'S Consultant) including Special Plan Details, (3) Supplemental Specifications, (4) Standard Plans including DEPARTMENT'S Standard Construction Details, (5) Standard Specifications. The OWNER'S standard details should be labeled as "Special Plan Details" and included immediately in sequence behind the OWNER'S plans to avoid confusion with the DEPARTMENT's Standard Plans and Standard Construction Details. The OWNER shall provide plans using the DEPARTMENT'S title block design and in the current Microstation file format.
2. The plans and estimate shall be subject to approval by both the DEPARTMENT and OWNER prior to advertising for bids.

3. All work necessary for the adjustment or relocation of the described facilities in accordance with the final plans when approved shall be included in the highway contract and let to bid by the DEPARTMENT except as follows:

If necessary, the Owner will provide additional temporary and permanent easements, at its own expense, for any work outside of the acquisition limits shown on the project right of way plans, and shall certify possession in accordance with DEPARTMENT requirements prior to the Certification deadline for the project.

4. All construction engineering (layout, inspection) and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the OWNER before authorizing any changes or deviations which might affect the OWNER'S facility. Engineering for plan revisions for the OWNER'S facilities shall be the responsibility of the OWNER and OWNER'S Consultant.
5. The OWNER and OWNER'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The cost of any OWNER or OWNER'S Consultant's visits or inspections will be the responsibility of the OWNER. The DEPARTMENT agrees to notify the OWNER when all utility work is complete and ready for final inspection and invite the OWNER to attend the final inspection or provide a corrections list to the DEPARTMENT prior to the final inspection.
6. After award of the highway contract, the OWNER will continue to maintain its pre-existing facilities until adjustment or relocation has been finalized or the pre-existing facilities have been taken out of service. Once adjustment or relocation begins on a segment of the facilities, the DEPARTMENT or its contractor will be responsible for the maintenance of the adjusted or relocated facilities until final acceptance is made for the work.
7. Upon Maintenance Acceptance or Final Acceptance of the utility work included in the contract and upon certification by the DEPARTMENT'S Engineer and the OWNER, that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT'S "Utility Accommodation Policy and Standards Manual, current edition" and any agreements in effect without further cost to the DEPARTMENT or its CONTRACTOR.
8. The DEPARTMENT and OWNER agree that all matters will be governed by the DEPARTMENT'S Utility Accommodation Policy and Standards. It is contemplated by the DEPARTMENT and OWNER that a Contract Item Agreement will be executed by both parties that will supersede this memorandum. The cost for the utility facilities shall be the responsibility of the OWNER and reimbursement to the DEPARTMENT shall be handled thru a Contract Item Agreement.

APPROVED FOR THE OWNER BY:

(Signature)

(Date)

(Title)

APPROVED FOR THE DEPARTMENT BY:

(Signature)

(Date)

State Utilities Administrator
(Title)

Contract Item Agreement to be required? YES
Preliminary Engineering Agreement to be required? No

Fulton County Water Resources - Water and Sewer Facilities

Fulton County Public Works Department, Water Resources Buffington Rd from Royal S Pky to Rock Qy Rd		Additional Description	Unit	Orig Est Unit Price	In-Kind Items		Betterment Items		In-Kind / Betterment Total Qty	Actual Bid Costs				
					Orig Plan Total Qty	Orig Est Cost	Orig Plan Total Qty	Orig Est Cost		Actual Bid Total Qty	Actual Bid Unit Price	Actual Total Bid Cost	Actual In-Kind Bid Cost	Actual Betterment Bid Cost
171-0030	TEMPORARY SILT FENCE, TYPE C(171-0030)		LF	\$ 4.00	0	\$ -	\$ -	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
500-3101	CLASS A CONCRETE(500-3101)		CY	\$ 150.00	0	\$ -	\$ -	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
611-8120	ADJUST WATER METER BOX TO GRADE(611-8120)	if any	EA	\$ 300.00	0	\$ -	\$ -	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
611-8140	ADJUST WATER VALVE BOX TO GRADE(611-8140)	if any	EA	\$ 300.00	0	\$ -	\$ -	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
600-0001	FLOWABLE FILL(600-0001)	if any	CY	\$ 150.00	0	\$ -	\$ -	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-1060	WATER MAIN, 6 IN	DIP	LF	\$ 50.00	0	\$ -	\$ -	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-1120	WATER MAIN, 12 IN	DIP	LF	\$ 110.00	0	\$ -	\$ -	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-1500	CAP OR REMOVE EXISTING WATER MAIN		EA	\$ 1,500.00	0	\$ -	\$ -	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-2500	INSERTION VALVE -	8"-12" Size, if req.	EA	\$ 11,000.00	0	\$ -	\$ -	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-2060	GATE VALVE, 6 IN		EA	\$ 1,500.00	0	\$ -	\$ -	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-2120	GATE VALVE, 12 IN		EA	\$ 4,500.00	0	\$ -	\$ -	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-2002	VALVE MARKER		EA	\$ 34.00	0	\$ -	\$ -	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-3129	TAPPING SLEEVE & VALVE ASSEMBLY, 12 IN X 12 IN		EA	\$ 7,000.00	0	\$ -	\$ -	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
670-9734	RELOCATE EXISTING WATER METER, INCL BYPASS & VAULT -	All assemble fitting with materials, If any	EA	\$ 18,000.00	0	\$ -	\$ -	0			\$ -	\$ -	\$ -	\$ -
670-4000	FIRE HYDRANT		EA	\$ 4,500.00	0	\$ -	\$ -	0			\$ -	\$ -	\$ -	\$ -
670-5010	WATER SERVICE LINE, 1 IN(670-5010)	if any	LF	\$ 10.00	0	\$ -	\$ -	0			\$ -	\$ -	\$ -	\$ -
670-5020	WATER SERVICE LINE, 2 IN	if any	LF	\$ 10.00	0	\$ -	\$ -	0			\$ -	\$ -	\$ -	\$ -
670-5620	WATER SERVICE LINE, 3/4 IN	if any	LF	\$ 7.00	0	\$ -	\$ -	0			\$ -	\$ -	\$ -	\$ -
670-5000	WATER SERVICE LINE -	1 1/2 IN, if any	LF	\$ 9.00	0	\$ -	\$ -	0			\$ -	\$ -	\$ -	\$ -
670-9710	RELOCATE EXIST FIRE HYDRANT	if any	EA	\$ 500.00	0	\$ -	\$ -	0			\$ -	\$ -	\$ -	\$ -
670-9720	RELOCATE EXIST WATER VALVE, INCL BOX	if any	EA	\$ 300.00	0	\$ -	\$ -	0			\$ -	\$ -	\$ -	\$ -
670-9730	RELOCATE EXIST WATER METER, INCL BOX	if any	EA	\$ 300.00	0	\$ -	\$ -	0			\$ -	\$ -	\$ -	\$ -
670-9920	REMOVE EXISTING FIRE HYDRANT	if any	EA	\$ 450.00	0	\$ -	\$ -	0			\$ -	\$ -	\$ -	\$ -
611-8050	ADJUST MANHOLE TO GRADE(611-8050)		EA	\$ 3,500.00	2	\$ 7,000.00	\$ -	2			\$ -	\$ -	\$ -	\$ -
					* Task Allowance	Unit	\$ 1,000.00	1	\$ -					
					Total		\$ 7,000.00		1					
					Note:									
		GDOT SHARE			TOTAL EST In-Kind	TOTAL EST				TOTAL Actual Bid Cost	TOTAL Actual In-Kind Bid Cost	TOTAL Betterment Bid Cost		
		0.00%			\$ 7,000.00	\$ -				\$ -	\$ -	\$ -		
		FACILITY OWNER SHARE			TOTAL ESTIMATE IN-KIND (NON-REIMBURSIBLE) FACILITY OWNER SHARE	TOTAL ESTIMATE IN-KIND & BETTERMENT				TOTAL BID COST IN-KIND (NON-REIMBURSIBLE) FACILITY OWNER SHARE	TOTAL BID COST IN-KIND & BETTERMENT			
		100.00%			\$ 7,000.00	\$ 7,000.00				\$ -	\$ -			
					TOTAL ESTIMATE IN-KIND (REIMBURSIBLE) GDOT SHARE	TOTAL ESTIMATE IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT				TOTAL BID COST IN-KIND (REIMBURSIBLE) GDOT SHARE	TOTAL BID COST IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT			
					\$ -	\$ 7,000.00				\$ -	\$ -			
Notes:					*Task Allowance: (As designated by Fulton County Project Manager)		**Items highlighted were not submitted in CES							



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0543

Meeting Date: 8/3/2022

Department

Public Works

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

Request approval of a Public Private Partnership (P3) Memorandum of Understanding (MOU) between Fulton County and the Georgia Department of Transportation (GDOT) for water main and sewer relocations associated with PI-0001757, SR 400 Express Lanes improvements from the North Springs MARTA station to McFarland Parkway in an estimated amount of \$2,500,000.00.

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

GA CONST Art. 9, § 3, ¶ 1 provides that the County may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide. O.C.G.A § 36-10-1. All official contracts entered into by the County governing authority with other persons on behalf of the County shall be in writing and entered on its minutes.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The Georgia Department of Transportation (GDOT) is currently planning on SR 400 Express Lanes improvements from the North Springs MARTA station to McFarland Parkway in

Forsyth County. The project will include the SR 400 Express Lanes construction, landscaped medians and other improvements along the corridor and key interchanges. Under the GDOT Public Private Partnership (P3) Memorandum of Understanding (MOU), GDOT's contractor will be responsible for relocating any existing water main and sanitary sewer conflicts as a part of their contract with GDOT. Fulton County's Department of Public Works has proposed betterment of approximately 460 linear feet of 42-inch water main with appurtenances to be constructed under SR 400 within the current right-of-way where Kimball Bridge Road crosses SR 400. Water service will remain largely uninterrupted during the construction period. GDOT will be bidding on the roadway improvements in the near future and has requested the execution of a P3 MOU between Fulton County and GDOT. This will allow GDOT to bid the water main (excluding betterment) and sewer relocation and installation work as part of their project. Fulton County would then enter into a separate 42-inch waterline installation betterment agreement with GDOT's contractors with reasonable market trend. Relocation cost of the existing water and sewer along SR 400 Express Lanes construction improvements shall be covered by the GDOT P3 MOU. Fulton County staff will be on-site during the relocation of the water main to ensure that its construction is done to Fulton County standards. The estimated cost of the betterment installation of the impacted water mains is \$2,500,000.00 and has been budgeted for as part of the water and sewer fund and included in the 2016-2026 Capital Improvement Program.

Community Impact: Currently, Fulton County has serving water mains and sewer lines along SR 400. The road improvements will affect the existing water and sewer and proposed 42-inch water lines that serve the developments in this area as well as the distribution system into the City of Alpharetta, the City of Roswell and the City of Sandy Springs. There will be isolated water outages during the construction of the project as services are disconnected from the existing water main and tied into the new main.

Department Recommendation: The Department of Public Works believes that the most cost effective way to complete the water main relocations is by allowing GDOT to bid out the work as part of their roadway project. Therefore, Public Works recommends that Fulton County enter into the P3 MOU.

Project Implications: The road improvements impact the existing water mains and sewer line due to modifications of existing grades, road widening and elevated Express Lanes along SR 400 that require water mains and sewer line to be relocated. Additionally, sewer manholes and water valves will be adjusted to match the proposed roadway surface. The existing water main and sewer line relocations must occur to maintain water service in this area.

Community Issues/Concerns: During construction of the relocations, water service is to be maintained and temporary interruptions may occur during tie-ins with existing water mains.

Department Issues/Concerns: The Public Works Department is not aware of any issues or concerns with this proposed P3 MOU. This type of arrangement between GDOT and Fulton County has worked well on past projects

Contract Modification (*Delete this chart only if the Requested Action is for a NEW award. Simply insert the text "New Procurement." If the Requested Action is for a Contract Modification ((Renewal, Amendment, Change Order,*

Extension, Increase Spending Authority)), the chart should remain and be completed.)

“New Procurement.”

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

Georgia Department of Transportation (GDOT)

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

Exhibit -A PI-0001757_Fulton Co_MOU-6-21-2022

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

Georgia Department of Transportation (GDOT)

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:

Previous Adjustments:

This Request: \$2,500,000.00

TOTAL: \$2,500,000.00

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

Fiscal Impact / Funding Source

Funding Line 1:

Agenda Item No.: 22-0543

Meeting Date: 8/3/2022

203-540-5400-I301, Water & Sewer Renewal and Extension Fund

Funding Line 2:

Key Contract Terms	
Start Date:	End Date:
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Choose an item.

Report Period Start:

Report Period End:

Georgia DOT Project: SR 400 Managed Lanes
GDOT P.I. 0001757

**PUBLIC PRIVATE PARTNERSHIP (P3)
MEMORANDUM OF UNDERSTANDING**

between the
Georgia Department of Transportation (hereinafter the DEPARTMENT)
and
Fulton County (hereinafter the OWNER)

Whereas the DEPARTMENT proposes to procure a P3 project, hereinafter referred to as the PROJECT, to hereinafter referred to as the PROJECT to construct Express Lanes along SR 400 (PI 0001757) in Fulton and Forsyth County, Georgia as authorized by O.C.G.A. § 32-2-80; and

Whereas the DEPARTMENT will accomplish the PROJECT through (i) a developer, hereinafter referred to as the DEVELOPER, which will enter into a contract, hereinafter referred to as the CONTRACT, for the design, build and finance of the PROJECT and will subcontract certain work to a combination of contractors, design consultants (or design consultant team) and other entities; and (ii) the OWNER; and

Whereas, pursuant to O.C.G.A. § 32-6-170(b), the DEPARTMENT is authorized to pay or participate in the payment of the costs of removal, relocation, protection, or adjustment of the OWNER'S facilities, hereinafter referred to as the UTILITY ADJUSTMENT WORK, where the DEPARTMENT has made the determination that (i) the type of facility is one of those delineated in Section 1. below; (ii) such payments are in the best interest of the public and necessary in order to expedite the staging of the PROJECT; and (iii) the costs of the UTILITY ADJUSTMENT WORK are included as part of the PROJECT.

Whereas the OWNER may elect for the UTILITY ADJUSTMENT WORK to be carried out (i) by the OWNER; or (ii) by the DEVELOPER under the CONTRACT either utilizing the OWNER'S pre-approved design consultants and contractors or utilizing the DEVELOPER'S own design consultants and contractors.

1. Type of Utility

The OWNER has the following utility facilities in respect of which UTILITY ADJUSTMENT WORK may need to be carried out as a result of the proposed PROJECT:

Type of facility or facilities of the OWNER: [*Check to signify*]

- Domestic water mains and distribution lines and associated appurtenances
- Sanitary Sewer facilities and/or Storm Drainage System
- Electrical Distribution (overhead and underground) wires, poles, etc.
- Electrical Transmission (overhead and underground) wires, poles, etc.
- Natural Gas Distribution Facilities (underground)
- Natural Gas Transmission Facilities (underground)
- Petroleum Pipeline (underground)
- Telecommunications facilities and equipment
- Cable TV facilities

- Street Lighting
- Internet Data Service
- Other Facilities contemplated under O.C.G.A. § 32-6-170(b) (Description) [Click or tap here to enter text.](#)

2. New Utility Facilities Proposed (Betterment)

The OWNER desires the following to be installed as new additional facilities within the PROJECT right of way, hereinafter referred to as a BETTERMENT:

[Insert here or attach a detailed description of proposed new additional utility installations]

Proposed 42-inch waterline installed by the Developer N-400 at Kimball Bridge Road. Approx. 460 LF Restraint Joint including approx. 260 LF 60-inch Steel Casing with Jack & Bore.

The OWNER acknowledges and agrees that (i) any BETTERMENT will be subject to terms to be mutually agreed between the DEVELOPER and the OWNER and documented pursuant to a separate betterment agreement between the DEVELOPER and the OWNER, a copy of which betterment agreement must be provided to the DEPARTMENT; (ii) any such BETTERMENT will be subject to the same standards and requirements as if it were necessary UTILITY ADJUSTMENT WORK; and (iii) the OWNER will be responsible for all costs relating to any BETTERMENT and the DEPARTMENT will have no obligation to pay for or facilitate any such BETTERMENT.

3. Assignment of Responsibilities for Design and Construction

The OWNER hereby acknowledges and agrees that (i) prior to the award of the CONTRACT, the DEPARTMENT will not have in its possession final plans to be utilized to determine exact locations of the UTILITY ADJUSTMENT WORK; (ii) Overhead/Subsurface Utility Engineering (SUE) investigations plans exist providing the best information and signifying the layout of known existing facilities; and (iii) the OWNER has used the SUE plans for developing its determination of commitments as indicated below.

The DEVELOPER-developed plans will be developed by the DEVELOPER and provided to the OWNER after the CONTRACT is awarded. The OWNER hereby acknowledges and agree that if option 3A below has been selected (i) the DEVELOPER-developed plans shall be used by the DEPARTMENT as the final basis for the Standard Utility Agreement; and (ii) the OWNER will enter into the Standard Utility Agreement on the basis of such DEVELOPER-developed plans.

The OWNER hereby makes the following commitments with regard to the PROJECT and the UTILITY ADJUSTMENT WORK:

- 3A. The OWNER, at the DEPARTMENT'S cost pursuant to a Standard Utility Agreement, will provide the following services in respect of the UTILITY ADJUSTMENT WORK for the properties for which it has established prior rights: *[Check to signify]*

- Design
- Construction

The OWNER must provide documented proof of the prior right and that documentation must be verified and approved by the DEPARTMENT prior to execution of this MEMORANDUM OF UNDERSTANDING.

- 3B. The OWNER elects for the following services in respect of the UTILITY ADJUSTMENT WORK to be included in the CONTRACT (regardless of prior rights) pursuant to O.C.G.A. § 32-6-170(b). The UTILITY ADJUSTMENT WORK will be included in the scope of the CONTRACT and the costs of the UTILITY ADJUSTMENT WORK will be included in the overall PROJECT costs under the CONTRACT:

Option 1: Work to be performed under the CONTRACT by the OWNER’s pre-approved design consultants and/or contractors identified in attached “Exhibit A”: [*Check to signify*]

Design
Construction

Option 2: Work to be performed under the CONTRACT by the DEVELOPER: [*Check to signify*]

Design
Construction

[*If both are checked under Option 2, please leave Exhibit A blank*]

As per this section, all work necessary for the UTILITY ADJUSTMENT WORK in accordance with the plans, when approved, shall be included in the CONTRACT and accomplished by the DEVELOPER except as follows: [*Check none or list any work items to be performed by the OWNER and identify whether such work items will be at the DEPARTMENT's cost pursuant to a Standard Utility Agreement under option 3A above or at the OWNER's cost under option 3C below.*]

None

Excluded Items Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

Comments Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

- 3C. OWNER, at OWNER’S cost, will provide the following services: [*Check to signify*]

Design
Construction

The following is hereby mutually agreed to and understood by both parties:

1. The identification of existing facilities including preparation of Overhead/Subsurface Utility Engineering (SUE) investigations plans will be accomplished by the DEPARTMENT prior to award of the CONTRACT and thereafter supplemented by the DEVELOPER.
2. The DEVELOPER shall coordinate reviews of the utility relocation information and obtain acceptance from the OWNER and the DEPARTMENT when required. The OWNER shall apply for and obtain any required permits from the DEPARTMENT and perform any final design or proprietary design needed to administer its own relocation work if the work will not be included in the CONTRACT. If the preliminary plans indicate that no conflict exists, and the OWNER concurs with this information, the OWNER shall provide a letter of "no conflict" to the DEVELOPER and submit a No Conflict GUPS Permit.
3. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEVELOPER to ensure that all UTILITY ADJUSTMENT WORK included in the CONTRACT is accomplished in accordance with the PROJECT's plans and specifications. The DEVELOPER will consult with the OWNER before authorizing any changes or deviations which affect the OWNER's facility.
4. For UTILITY ADJUSTMENT WORK included in the CONTRACT, the DEVELOPER shall ensure that the design, construction, and installation of the OWNER'S facilities is performed by the OWNER'S pre-approved design consultant and/or contractor (if option 3B, Option 1 has been selected) and/or by the DEVELOPER (if option 3B, Option 2 has been selected).
5. For UTILITY ADJUSTMENT WORK included in the CONTRACT, the OWNER or the OWNER's consultant shall have the right to visit and inspect the work at any time and advise the DEVELOPER and the DEPARTMENT's Engineer of any observed discrepancies or potential issues. The DEPARTMENT agrees to notify the OWNER when all UTILITY ADJUSTMENT WORK included in the CONTRACT is completed and ready for final inspection by the OWNER.
6. Upon completion of the UTILITY ADJUSTMENT WORK included in the CONTRACT and upon certification by the DEPARTMENT's project manager and the OWNER that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT's "Utility Accommodations Policy and Standards Manual (UAM), current edition" and any agreements in effect without further cost to the DEPARTMENT or the DEVELOPER. Final acceptance of the UTILITY ADJUSTMENT WORK shall be accomplished by the execution of the Utility Facility Relocation Acceptance Form. The DEVELOPER shall provide the OWNER with a complete set of "As-Built Plans" for review and approval reflecting the UTILITY ADJUSTMENT WORK performed by the DEVELOPER. Upon completion of the Utility Facility Relocation Acceptance Form and the exchange of the final OWNER approved "As-Built Plans", the OWNER will operate and maintain the installed facilities going forward based on the date of execution of the Utility Facility Relocation Acceptance Form by the DEPARTMENT.
7. For all coordination, work, services, reimbursement, and other matters in respect of UTILITY ADJUSTMENT WORK under this MEMORANDUM OF UNDERSTANDING, the OWNER shall comply with all requirements under the DEPARTMENT'S UAM and shall cooperate with the DEVELOPER in the same manner as if coordinating directly with the DEPARTMENT in accordance with the laws of the State of Georgia, the DEPARTMENT'S UAM and any agreements in effect between the DEPARTMENT and the OWNER. The OWNER agrees to cooperate in good faith with the DEVELOPER and to respond to all requests for information or meetings required to reach a resolution of any disputed items.

8. All UTILITY ADJUSTMENT WORK performed by the OWNER, at the DEPARTMENT's cost, through a Standard Utility Agreement under option 3A above and all UTILITY ADJUSTMENT WORK included in the CONTRACT under option 3B above shall be performed in accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410). All manufacturing processes for steel and iron products or predominantly of steel or iron furnished for permanent incorporation into the work on the PROJECT shall occur in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.
- a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, and guardrail steel supports for signs, signals, and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.
 - b. A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled "Buy America Certificate of Compliance" is attached to this MEMORANDUM OF UNDERSTANDING as "Exhibit B." Records to be maintained by the DEVELOPER for this certification shall include a signed mill test report and a signed certification by each supplier, distributor, fabricator, and manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States, except as allowed by this section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.

The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents, and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

[signature page follows]

This MEMORANDUM OF UNDERSTANDING will be incorporated into the CONTRACT by reference or exhibit.

APPROVED FOR THE OWNER BY:

(Signature)

Click or tap to enter a date.
(Date)

Click or tap here to enter text.

(Printed Name and Title)

APPROVED FOR THE DEPARTMENT BY:

(Signature)

Click or tap to enter a date.
(Date)

STATE UTILITIES ADMINISTRATOR

Exhibit A

OWNER Pre-Approved Contractor List

Company Name John D Stephens, Inc.
Address 272 Hurricane Shoals Road, NE, Lawrenceville GA 30046
Phone 770-972-8000
Contact Person Jennifer Butler
E-Mail info@johndstephens.com

Company Name Site Engineering Inc.
Address 7025 Best Friend Road, Atlanta, Georgia 30340,
Phone (770) 263-7234
Contact Person Paxton Billingsley
E-Mail paxton@siteengineeringinc.com

Company Name Ruby-Collins Inc.
Address 4875 Martin Court SE, Smyrna GA 30082
Phone 770.432.2900
Contact Person Ms. Nikki Carr
E-Mail ncarr@ruby-collins.com

Please provide a minimum of three.

OWNER Pre-Approved Design Consultant List

Company Name Stantec Inc.
Address 3157 Royal Drive, Suite 250 Alpharetta, Georgia 30022-2487
Phone (678) 327-2929
Contact Person Ms. Jennifer Kolbe
E-Mail jennifer.kolbe@stantec.com

Company Name Prime Engineering Inc.
Address 3715 Northside Parkway, NW Building 300, Suite 200 Atlanta, GA 30327
Phone 404-425-7100
Contact Person Rob MacPherson
E-Mail info@prime-eng.com

Company Name Gresham Smith
Address 1125 Sanctuary Parkway Suite 350 Alpharetta, GA 30009 Phone 770.754.0755

Please provide a minimum of three.

Exhibit B

To be completed after the Project is awarded

**GEORGIA DEPARTMENT OF TRANSPORTATION
BUY AMERICA
CERTIFICATE OF COMPLIANCE**

Date _____

WE, _____

(UTILITY/RAILROAD OWNER)

Address:

Hereby certify that we are in compliance with the "Buy America" requirements of the Federal regulations 23 U.S.C. 313 and 23 CFR 635.410 of this project.

P.I. No.

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the Buy America requirement are delivered during invoicing, then we will maintain all records and documents pertinent to the Buy America requirement for not less than three (3) years from the date conditional final payment has been received by the COMPANY.

These files will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by _____
Title _____
(Officer of Organization)

Subscribed and sworn to me before this ___ day of _____, ____.

_____ My commission expires: _____
Notary Public / Justice of the Peace



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0496

Meeting Date: 8/3/2022

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

Request approval of an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article II (County Governing Authority), Division 2 (Rules of Order and Procedure) of the Fulton County Code Ordinances to modify Code Section 101-66(b)(3) to prioritize public comments to Fulton County residents; and for other purposes. **(Arrington) (HELD ON 7/13/22)**

1 **AN ORDINANCE TO AMEND CHAPTER 101 (GENERAL PROVISIONS AND**
2 **COUNTY GOVERNING AUTHORITY), ARTICLE II (COUNTY GOVERNING**
3 **AUTHORITY), DIVISION 2 (RULES OF ORDER AND PROCEDURE) OF THE**
4 **FULTON COUNTY CODE OF ORDINANCES TO MODIFY CODE SECTION 101-**
5 **66(b)(3) TO PRIORITIZE PUBLIC COMMENTS TO FULTON COUNTY RESIDENTS;**
6 **AND FOR OTHER PURPOSES.**
7

8 **WHEREAS**, in conformity with the provisions of the Open Meetings Act,
9 O.C.G.A. § 50-14-1 *et seq.*, the Board of Commissioners enacted the Fulton County
10 Board of Commissioners' Meetings Organization and Procedural Rules ("Procedural
11 Rules") at its Recess Meeting on January 19, 1994, as codified in Section 101-61, *et*
12 *seq.* of the Fulton County Code; and

13 **WHEREAS**, to stay vigilant and aware of the concerns of Fulton County
14 residents regarding matters affecting Fulton County, Georgia, the Board of
15 Commissioners allows public participation at its meetings in the form of public
16 comments; and

17 **WHEREAS**, the process for conducting public comments at the regular and
18 recess meetings of the Board of Commissioners is codified in Fulton County Code
19 Section 101-66(b)(3); and

20 **WHEREAS**, meetings of public bodies under United States jurisprudence are
21 construed as creating "limited public fora", such that access may be restricted without
22 violating the First Amendment where the restrictions consist of content neutral
23 conditions for time, place, and manner of access, as long as these conditions are
24 narrowly tailored to serve some significant government interest; and

25 **WHEREAS**, courts have found that there is a significant government interest, of
26 the kind sufficient to support content-neutral time, place, and manner restrictions, in
27 conducting orderly, efficient meetings of public bodies; and

1 **WHEREAS**, courts have also held that residency restrictions that allowed a
2 public body to decline to hear arguments at its meetings by persons who were not
3 residents or taxpayers of the jurisdiction, did not violate the First Amendment or Equal
4 Protection Clauses of the U.S. Constitution, as the limitation amounted to content-
5 neutral restriction designed to promote orderly and efficient conduct of meetings; and

6 **WHEREAS**, there has been an increasing number of public comments from
7 members of the public who reside outside of Fulton County, which has taken time away
8 from Fulton County residents during the public comment portion of meetings of the
9 Board of Commissioners; and

10 **WHEREAS**, as a limited public forum for First Amendment purposes, the
11 meetings of the Board of Commissioners are not open for unlimited public commentary,
12 but are simply limited platforms to discuss topics at hand that affect the residents of
13 Fulton County; and

14 **WHEREAS**, the Board of Commissioners has a compelling governmental interest
15 to hear from its residents who are directly affected by its actions and have a stake in the
16 business of Fulton County; and

17 **WHEREAS**, the Board of Commissioners desires to prioritize the needs and
18 concerns of the residents of Fulton County and finds it necessary to improve and make
19 efficient the process for the public to make comments at its meetings; and

20 **WHEREAS**, the Fulton County Board of Commissioners (“BOC”) has authority,
21 pursuant to the Constitution of the State of Georgia, Article 9, Sec. 2 ¶ 1(a), to adopt
22 reasonable ordinances, resolutions, or regulations relating to its affairs for which no

1 provision has been made by general law and which is not inconsistent with the
2 Constitution or any local law applicable thereto; and

3 **WHEREAS**, to ensure that that the public comment portion of its meetings afford
4 its residents the ability to participate in matters that directly affect them, the Board of
5 Commissioners deems it necessary to amend Rule 6 of the Procedural Rules, as
6 codified in Section 101-66(b)(3) to prioritize hearing from Fulton County residents in the
7 limited time available for public comments.

8 **NOW, THEREFORE, BE IT ORDAINED**, that the Fulton County Board of
9 Commissioners hereby amends the Public Comment provisions of Rule 6 of its
10 Procedural Rules, as codified in the Fulton County Code of Ordinances, Section 101-
11 66(b)(3)(d), by modifying this subsection so that, when amended, Section 101-66(b)(3)
12 shall read in full as is set forth in Attachment A, hereto and incorporated by reference as
13 if fully set forth herein.

14 **BE IT FINALLY ORDAINED**, that this Ordinance shall become effective when
15 passed and adopted, and that all ordinances and resolutions and parts of ordinances
16 and resolutions in conflict with this Ordinance are hereby repealed to the extent of the
17 conflict.

18 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
19 Georgia this 15th day of June, 2022.

20
21
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27

**FULTON COUNTY BOARD
OF COMMISSIONERS**

Sponsored By:

Marvin S. Arrington, Jr., Commissioner
District 5

ATTEST:

Tonya R. Grier,
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo,
County Attorney

P:\CALegislation\BOC\Resolutions\Ordinances\2022\Arrington\6.15.22.Ordinance Amending BOC Procedural Rule 6-Public
Comment FINAL.doc

1 **Sec. 101-66. Agenda, preparation of; public comment.**

2 (a) The Fulton County Board of Commissioners holds a regular meeting (first Wednesday of the month) and a
3 recess meeting (third Wednesday of the month). The agenda is prepared by the clerk's office in concert with
4 the county manager's office. The deadline for submitting items for regularly scheduled board of
5 commissioners' meetings to the clerk's office for inclusion on the next agenda is 10:00 a.m. on Friday prior to
6 the meeting. A final copy of the agenda is distributed to the commissioners, county attorney, county
7 manager and appropriate staff by 2:00 p.m. on the Friday preceding the scheduled meeting of the board.
8 Copies are also made available to the public at that time. A post agenda is provided after the meeting. The
9 post agenda is a precursor to the final minutes and reflects actions taken by the board at a particular
10 meeting. Post agendas/preliminary minutes are distributed by the clerk's office within 48 hours of a meeting.

11 (b) The agenda preparation procedure is as follows:

12 (1) Any commissioner wishing to place an item on the agenda may do so and should submit a
13 memorandum to the clerk stating the item to be placed on the agenda. Any supporting documents
14 germane to the item should also be submitted.

15 (2) Adding of items to the agenda during the meeting is disfavored. Where there is a showing of an
16 emergency or extraordinary circumstances exist, an item may be added to the agenda when it is
17 separately voted on and is adopted during the meeting by a supermajority of the board of
18 commissioners. A motion shall be properly made and must carry to add each item to the agenda on the
19 day of the meeting. That item shall appear on the post agenda under the "added during the meeting"
20 heading.

21 (3) During the public comment portion of a board meeting, citizens may voice county related requests,
22 concerns, opinions, etc. At the regular meeting, speakers will be heard prior to the zoning portion of
23 the agenda; if applicable, at the recess meeting, prior to the county manager's unfinished business.
24 Before speaking, each speaker presenting in person must fill out a speaker card, located at the
25 assembly hall entrance and podium. All speaker cards must be submitted to the clerk's staff, prior to
26 the commencement of public comment, who will accept them on a first-come, first served basis. The
27 meeting will be aired live on all official Fulton County Government media platforms as designated by
28 the Fulton County Department of External Affairs. Speakers wishing to submit public comment to the
29 board in writing can do so by submitting their comments in all forms deemed allowable by the Fulton
30 County Department of External Affairs. To be read into the record, written comments must be received
31 by 5:00 p.m. on the Tuesday, immediately prior to the meeting in the form outlined. All virtual public
32 comments and requests to speak in person must be submitted before the clerk sounds the start of the
33 meeting.

34 a. Speakers who cannot be present at assembly hall may speak live or via videoconference (ex.
35 Zoom). Speakers can also speak live from other county facilities made available, such as the
36 North Fulton Service Center or the South Fulton Service Center.

37 b. Comments via e-mail shall be provided electronically to the BOC and their staff before the
38 meeting begins and all comments shall be included as part of the minutes of the board of
39 commissioners meeting.

40 c. Comments via e-mail that are the same in nature or pertain to the same BOC agenda item
41 number shall be categorized by county staff ahead of the meeting. To expedite time, for e-mailed
42 public comments that are the same in nature or pertain to the same BOC agenda item number or
43 subject matter/topic, the clerk or other assigned staff shall read the agenda item number and/or
44 topic, and then read the list of public commenters' names and locations (if given) that are in
45 support of the item; then read the list of public commenters' names and locations (if given) who
46 oppose the agenda item or topic. This rule shall apply to all forms of pre-written/pre-recorded
47 public comment.

- 1 d. Public comment will occur prior to the business portion of the BOC meeting and will be strictly
 2 limited to 30 minutes. In-person comments will be made first, followed by written/emaile
 3 comments. Regardless of the form of the public comment (spoken/written) the time limit will be
 4 two minutes, and no time shall be yielded to other speakers. **Priority for public comment will be**
 5 **given to Fulton County citizens and those individuals representing businesses or organizations**
 6 **located within Fulton County, including their employees, whether such persons are**
 7 **commenting in-person, via emails or via Zoom or other electronic media (i.e., phone call).** **Non-**
 8 **Fulton County citizens will only be heard after all in-person Fulton County citizens,**
 9 **representatives of business and organizations located within Fulton County, including their**
 10 **employees have been heard and the time allotted for public comment has not expired, except**
 11 **as otherwise provided in this code section. County staff shall verify the residency of each public**
 12 **speaker prior to such person being heard by the board.**
- 13 e. In the event the 30-minute time limit is reached prior to public comments being completed,
 14 public comment will be suspended and the business portion of the BOC meeting will commence.
 15 Public comment will resume at the end of the meeting. Similarly, written comments (that were
 16 timely submitted) not previously read, may be read at the end of the meeting.
- 17 f. Speaker cards will provide three options for those individuals who want to speak that were not
 18 able to comment during the initial 30-minute public comment time limit:
- 19 1. Speak at the end of the meeting;
 - 20 2. Be placed at the front of the line for public comment at the next meeting; or
 - 21 3. Provide written comment that will be read at the end of the BOC meeting.
- 22 g. In the event that none of these three options are selected, the individual will forfeit their right to
 23 public comment for that day.

24 NOTE: If the subject matter involves an issue to be resolved, the citizen should first contact the county
 25 manager's office, which will ensure that the relevant department heads and other individuals are
 26 contacted to rectify the matter. If the issue cannot be resolved through the county manager's efforts,
 27 the citizen may then contact a commissioner so that the matter can be placed on a board meeting
 28 agenda. The commissioner should then inform the clerk by memorandum stating the subject to be
 29 discussed and the citizen who will speak.

30 The address and phone number of the citizen should be conveyed. Any supporting material germane to
 31 the issue should also be submitted.

- 32 (4) Whenever any agenda item, via resolution, seeks board approval of a written agreement, a copy of the
 33 written agreement shall be attached to the agenda item or resolution and shall be distributed by the
 34 clerk as with other agenda items. Upon approval of the item, the clerk shall include a copy of the
 35 written agreement in the official minutes of the board meeting at which such approval occurred.

36 (93-RC-701, Rule 6, 1-5-94; Res. No. 08-0255, 3-5-08; Ord. No. 19-0446, 6-19-19; Ord. No. 21-0578, 8-4-21)



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0544

Meeting Date: 8/3/2022

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

Request approval of a Resolution to amend Resolution No. 21-0277 creating and establishing the Fulton County Reparations Task Force to modify the number of appointees allowed by each member of the Fulton County Board of Commissioners and define the quorum needed for the Reparations Task Force to transact business; and for other purposes. **(Arrington)**

1 **A RESOLUTION TO AMEND RESOLUTION NO. 21-0277 CREATING AND**
2 **ESTABLISHING THE FULTON COUNTY REPARATIONS TASK FORCE TO**
3 **MODIFY THE NUMBER OF APPOINTEES ALLOWED BY EACH MEMBER OF**
4 **THE FULTON COUNTY BOARD OF COMMISSIONERS AND TO DEFINE THE**
5 **QUORUM NEEDED FOR THE REPARATIONS TASK FORCE TO TRANSACT**
6 **BUSINESS; AND FOR OTHER PURPOSES.**

7
8 **WHEREAS**, on April 14, 2021, the Fulton County Board of Commissioners
9 approved a Resolution (Agenda Item #21-0277) creating and establishing the
10 Fulton County Reparations Task Force (the “Reparations Task Force”) to
11 research and explore the feasibility of slavery reparations for Blacks/African-
12 Americans who live in Fulton County, Georgia; and

13 **WHEREAS**, the Reparations Task Force serves as an advisory body to
14 the County and charged to investigate and provide recommendations to the
15 Board of Commissioners regarding priorities, objectives, and policies which will
16 support the revitalization, preservation, and stabilization of the Black/African-
17 American population in Fulton County in the form of reparations; and

18 **WHEREAS**, under Resolution No. 21-0277, the Reparations Task Force
19 shall have the following members: “Each Commissioner shall appoint one (1)
20 member. Each member shall be a resident of Fulton County at the time of the
21 appointment; and

22 **WHEREAS**, the Board of Commissioners desires more participation in the
23 Reparations Task Force and believes that adding more members to the
24 Reparations Task Force would help facilitate productive discussions on various
25 viewpoints, augment its researching capabilities, to enhance that
26 recommendations that the Reparations Task Force will provide to the Board of
27 Commissioners; and

1 **WHEREAS**, Resolution No. 21-0277 creating the Reparations Task Force
2 is silent on what constitutes a quorum for the Reparations Task Force to transact
3 business; and

4 **WHEREAS**, the Board of Commissioners seeks to clarify what constitutes
5 a quorum for the Reparations Task Force to conduct business; and

6 **WHEREAS**, Fulton County Code of Laws (“FCC”) § 1-117 give the Board
7 of Commissioners exclusive authority over the affairs of the County.

8 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of
9 Commissioners of Fulton County hereby amends Resolution No. 21-0277
10 establishing the Reparations Task Force to provide that each Commissioner shall
11 appoint two (2) members, for a total of 14 members.

12 **BE IT FURTHER RESOLVED**, that Resolution No. 21-0277 is further
13 amended to provide that a quorum for the purposes of the Reparations Task
14 Force transacting business shall be a majority of members duly appointed by
15 Commissioners without regard to any vacancies or non-appointments by any
16 Commissioner.

17 **BE IT FURTHER RESOLVED**, except for amending the membership and
18 quorum provisions of Resolution 21-0277 establishing the Reparations Task
19 Force, all other provisions of Resolution 21-0277 shall remain unchanged.

20 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective
21 upon its adoption, and that all resolutions and parts of resolutions in conflict with
22 the provisions of this Resolution are hereby repealed to the extent of the conflict.

23 **SO PASSED AND ADOPTED**, this 3rd day of August, 2022.

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**FULTON COUNTY BOARD
OF COMMISSIONERS**

SPONSORED BY:

By: _____
Marvin S. Arrington, Jr., Esq.
Commissioner, District 5

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

P:\CALegislation\BOC\Resolutions\2022 Resolutions\Arrington\8.3.22. Resolution Amending Reparations Task Force
Number of Appointees and Defining Quorum.Arrington.doc



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0545

Meeting Date: 8/3/2022

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

Request approval of a Resolution approving funding of not less than \$1 million in American Rescue Plan Act ("ARPA") funds to implement a pilot program to develop and construct a community of tiny homes; directing the County Manager in conjunction with the Department of Real Estate and Asset Management ("DREAM") and the Department of Community Development ("Community Development") to develop the program; authorizing the County Manager to identify suitable County-owned real property up to 0.5 acre for use in the pilot program; and for other purposes. **(Pitts)**

1 A RESOLUTION APPROVING FUNDING OF NOT LESS THAN \$1 MILLION IN
2 AMERICAN RESCUE PLAN ACT (“ARPA”) FUNDS TO IMPLEMENT A PILOT
3 PROGRAM TO DEVELOP AND CONSTRUCT A COMMUNITY OF TINY HOMES;
4 DIRECTING THE COUNTY MANAGER IN CONJUNCTION WITH THE DEPARTMENT
5 OF REAL ESTATE AND ASSET MANAGEMENT (“DREAM”) AND THE
6 DEPARTMENT OF COMMUNITY DEVELOPMENT (“COMMUNITY DEVELOPMENT”)
7 TO DEVELOP THE PROGRAM; AUTHORIZING THE COUNTY MANAGER TO
8 IDENTIFY SUITABLE COUNTY-OWNED REAL PROPERTY UP TO 0.5 ACRE FOR
9 USE IN THE PILOT PROGRAM; AND FOR OTHER PURPOSES.

10
11 **WHEREAS**, according to the National Low Income Housing Coalition
12 (“NLIHC”), there is a shortage of more than 7 million affordable homes nationally for the
13 nation's 10.8 million extremely low-income families and seventy percent of all extremely
14 low-income families are severely cost-burdened, paying more than half their household
15 income for rent; and

16 **WHEREAS**, in 2016, the U.S. Department of Housing and Urban Development
17 (“HUD”) ranked Georgia the 7th worst state in the nation for affordable housing; and

18 **WHEREAS**, research from the NLIHC shows that housing is the key to reducing
19 intergenerational poverty and increasing economic mobility because access to affordable
20 housing is the most cost-effective strategy for eliminating childhood poverty and
21 increasing economic mobility in the United States; and

22 **WHEREAS**, data from the NLIHC shows that the shortage of affordable housing
23 costs the American economy approximately \$2 trillion annually in lower wages and
24 productivity and slows the Gross Domestic Profit, while increasing access to affordable
25 housing bolsters economic growth and increases earnings; and

26 **WHEREAS**, in light of the foregoing, on July 13, 2022, (Agenda Item #22-0498)
27 the Fulton County Board of Commissioners declared the lack of availability of affordable

1 housing as an affordable housing crisis in Fulton County, Georgia and other localities;
2 and

3 **WHEREAS**, the COVID-19 pandemic has led to financial uncertainty for many
4 Americans, particularly those with a fixed income, low income, or no income; and

5 **WHEREAS**, this economic uncertainty coupled with rising inflation and the lack of
6 affordable housing has made many Fulton County residents increasingly susceptible to
7 housing insecurity and possible homelessness; and

8 **WHEREAS**, an emerging affordable housing strategy used to combat housing
9 insecurity and potential homelessness is the construction of “tiny homes”, which are
10 generally defined as homes with less than 500 square feet of living area; and

11 **WHEREAS**, tiny homes offer not only an alternative to more expensive housing
12 options, but also offer traditional neighborhood designs that are sustainable and support
13 minimalist living trends; and

14 **WHEREAS**, the Board of Commissioners adopted Resolution 21-0221 on March
15 17, 2021 promulgating Fulton County’s acceptance of federal funds available to Fulton
16 County from the American Rescue Plan Act of 2021 (“ARPA”)(H.R. 1319, 117th
17 Cong.)(2021); and

18 **WHEREAS**, on April 1, 2022, the U.S. Department of the Treasury (“Treasury”)
19 issued its "Final Rule", regarding the use of ARPA funds with guidelines, rules, and
20 directives to recipients of ARPA funds; and

21 **WHEREAS**, in its Final Rule, Treasury advises that the purpose of ARPA is to
22 provide a substantial infusion of resources to assist in the pandemic response, including
23 rebuilding a stronger, more equitable economy as the country recovers; and

1 **WHEREAS**, in its Final Rule, Treasury has determined that programs or services
2 that address housing insecurity, lack of affordable housing, or homelessness are
3 enumerated eligible uses directly responsive to the negative economic impacts
4 experienced by both disproportionately impacted and impacted households; and

5 **WHEREAS**, Fulton County Code of Laws (“FCC”) § 1-117 gives the Board of
6 Commissioners exclusive authority over the affairs of the County; and

7 **WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, Fulton County is authorized and
8 empowered under the laws of the State of Georgia to appropriate money for the making
9 of any grant or contribution for purely charitable purposes, with such purposes being
10 defined to include educational purposes; and

11 **WHEREAS**, pursuant to FCC § 2-152, the County Manager has the duty “to
12 conduct, supervise and administer all county affairs, subject only to the general law, to
13 rules prescribed by the [Board of Commissioners], and subject to the right of the [Board
14 of Commissioners] to review, repeal or modify any action of the [County Manager] which
15 is contrary to the general law or such rules ...”; and

16 **WHEREAS**, the Board of Commissioners desires to use a portion of Fulton
17 County’s ARPA funds, in an amount not less than \$1 million, to implement a pilot program
18 to develop a community of tiny homes in Fulton County; and

19 **WHEREAS**, the Board of Commissioners finds it to be in the best interest of the
20 citizens of Fulton County to authorize the County Manager in conjunction with DREAM
21 and Community Development to take all necessary steps to identify a suitable property
22 up to 0.5 acre for the development of a tiny homes pilot program to support from 8 to 12
23 tiny homes.

1 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
2 approves funding of not less than \$1 million in American Rescue Plan Act (“ARPA”) funds
3 to implement a pilot program to develop and construct a community of tiny homes.

4 **BE IT FURTHER RESOLVED**, that the Board of Commissioners hereby
5 authorizes and directs the County Manager in conjunction with DREAM and Community
6 Development to develop and implement the pilot program to develop a community of tiny
7 homes in Fulton County.

8 **BE IT FURTHER RESOLVED**, that the County Manager is authorized to take all
9 necessary steps to identify a suitable property up to 0.5 acre for the development of this
10 tiny homes pilot program.

11 **BE IT FURTHER RESOLVED**, the Chairman is hereby authorized to execute any
12 and all documents necessary or related to the implementation, development and
13 construction of the tiny homes under the pilot program.

14 **BE IT FURTHER RESOLVED**, that prior to execution of any documents, the
15 County Attorney shall approve any and all documents as to form and make any necessary
16 modifications thereto to protect the interest of the County.

17 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its
18 adoption and that all resolutions and parts of resolutions in conflict with this Resolution
19 are hereby repealed to the extent of such conflict.

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21 **SO PASSED AND ADOPTED**, this 3rd day of August 2022.

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**FULTON COUNTY BOARD OF
COMMISSIONERS**

SPONSORED BY:

Robert L. Pitts, Chairman

ATTEST:

Tonya Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

P:\CALegislation\BOC\Resolutions\2022 Resolutions\Pitts\7.28.22 Resolution re Tiny Homes Pilot Program_Pitts.docx



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0546

Meeting Date: 8/3/2022

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

Request approval of a Resolution authorizing the donation of \$500,000.00 to Atlanta Technical College (“ATC”) in support of ATC’s expansion of its Commercial Driver’s License Program (the “Program”) in Fulton County, Georgia to enhance economic opportunities for the citizens of Fulton County, Georgia; directing the County Manager and County Attorney to negotiate an intergovernmental agreement between Fulton County and ATC regarding the user of said funds for the program; authorizing the Fulton County Finance Department to expend such funds after the County Manager identifies the source of said funding under the approved County budget; and for other purposes. **(Pitts)**

1 A RESOLUTION AUTHORIZING THE DONATION OF \$500,000.00 TO ATLANTA
2 TECHNICAL COLLEGE (“ATC”) IN SUPPORT OF ATC’S EXPANSION OF ITS
3 COMMERCIAL DRIVER’S LICENSE PROGRAM (THE “PROGRAM”) IN FULTON
4 COUNTY, GEORGIA TO ENHANCE ECONOMIC OPPORTUNITIES FOR THE
5 CITIZENS OF FULTON COUNTY, GEORGIA; DIRECTING THE COUNTY MANAGER
6 AND COUNTY ATTORNEY TO NEGOTIATE AN INTERGOVERNMENTAL
7 AGREEMENT BETWEEN FULTON COUNTY AND ATC REGARDING THE USE OF
8 SAID FUNDS FOR THE PROGRAM; AUTHORIZING THE FULTON COUNTY
9 FINANCE DEPARTMENT TO EXPEND SUCH FUNDS AFTER THE COUNTY
10 MANAGER IDENTIFIES THE SOURCE OF SAID FUNDING UNDER THE APPROVED
11 COUNTY BUDGET; AND FOR OTHER PURPOSES.

12 **WHEREAS**, a major priority of Fulton County, Georgia is to investigate, study, and
13 undertake ways and means of promoting and encouraging prosperous economic
14 development and protection of business, industry, and commerce within Fulton County,
15 Georgia; and

16 **WHEREAS**, the Atlanta Technical College (“ATC”) is a public technical college
17 located in Atlanta, Georgia that is part of the Technical College System of Georgia
18 (“TCSG”) that provides educational services for Fulton and Clayton Counties; and

19 **WHEREAS**, ATC’s Economic Development Division provides training programs
20 and services designed to meet the needs of Georgia’s businesses, industries and
21 individuals in Fulton and Clayton Counties through training and developing solutions to
22 the challenges facing Georgia’s businesses, particularly in developing a skilled workforce;
23 and

24 **WHEREAS**, the metro-Atlanta area is a transportation hub, with ready access to
25 airports and interstates; and

26 **WHEREAS**, ATC estimates that the number of jobs in this field is expected to
27 increase by 14% nationally and 16% in the State of Georgia over the next several years;
28 and

29 **WHEREAS**, according to ATC, estimated salaries in this field start at \$40,000.00
30 a year; and

1 **WHEREAS**, Fulton County and ATC are interested in expanding ATC's
2 commercial driver's education to train Fulton County residents, and others, to operate
3 vehicles requiring a commercial driver's license to operate; and

4 **WHEREAS**, the Board of Commissioners finds that providing funding in an amount
5 up to Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) to ATC will create
6 and enhance opportunities for countless Fulton County residents to obtain a commercial
7 driver's license that will benefit their lives and the communities in which they reside; and

8 **WHEREAS**, Fulton County Code of Laws ("FCC") § 1-117 gives the Board of
9 Commissioners exclusive authority over the affairs of the County; and

10 **WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, Fulton County is authorized and
11 empowered under the laws of the State of Georgia to appropriate money for the making
12 of any grant or contribution for purely charitable purposes, with such purposes being
13 defined to include educational purposes; and

14 **WHEREAS**, pursuant to FCC § 2-152, the County Manager has the duty "to
15 conduct, supervise and administer all county affairs, subject only to the general law, to
16 rules prescribed by the [Board of Commissioners], and subject to the right of the [Board
17 of Commissioners] to review, repeal or modify any action of the [County Manager] which
18 is contrary to the general law or such rules ..."; and

19 **WHEREAS**, the Board of Commissioners finds that it is in the best interest of
20 Fulton County, Georgia for the County Manager and the County Attorney to negotiate an
21 Intergovernmental Agreement between ATC and Fulton County related to the expansion
22 of ATC's commercial driving program with Fulton County and the contribution of an
23 amount not to exceed \$500,000.00 towards the program.

24 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
25 directs and authorizes the County Manager and the County Attorney to negotiate an
26 Intergovernmental Agreement between the Atlanta Technical College and Fulton County
27 and the contribution of an amount not to exceed \$500,000.00 towards the program.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0547

Meeting Date: 8/3/2022

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

Request approval of a Resolution authorizing the execution of a Memorandum of Understanding (“MOU”) related to the transfer of certain County owned property to the Technical College Systems of Georgia through the State Properties Commission for the benefit of Atlanta Technical College (“ATC”) in support of ATC’s expansion of its Commercial Driver’s License Program (the “Program”) to enhance economic opportunities for the citizens of Fulton County, Georgia; authorizing the Chairman to execute the MOU and documents related to the transfer; authorizing the County Attorney to approve the MOU and related transfer documents as to form and to make changes thereto prior to execution; and for other purposes. **(Pitts)**

1 A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF
2 UNDERSTANDING (“MOU”) RELATED TO THE TRANSFER OF CERTAIN COUNTY
3 OWNED PROPERTY TO THE TECHNICAL COLLEGE SYSTEM OF GEORGIA
4 THROUGH THE STATE PROPERTIES COMMISSION FOR THE BENEFIT OF
5 ATLANTA TECHNICAL COLLEGE (“ATC”) IN SUPPORT OF ATC’S EXPANSION OF
6 ITS COMMERCIAL DRIVER’S LICENSE PROGRAM (THE “PROGRAM”)
7 TO ENHANCE ECONOMIC OPPORTUNITIES FOR THE CITIZENS OF
8 FULTON COUNTY, GEORGIA; AUTHORIZING THE CHAIRMAN TO EXECUTE THE
9 MOU AND DOCUMENTS RELATED TO THE TRANSFER; AUTHORIZING
10 THE COUNTY ATTORNEY TO APPROVE THE MOU AND RELATED TRANSFER
11 DOCUMENTS AS TO FORM AND TO MAKE CHANGES THERETO PRIOR TO
12 EXECUTION; AND FOR OTHER PURPOSES.

13 **WHEREAS**, a major priority of Fulton County, Georgia is to investigate, study, and
14 undertake ways and means of promoting and encouraging prosperous economic
15 development and protection of business, industry, and commerce within Fulton County,
16 Georgia; and

17 **WHEREAS**, the Atlanta Technical College (“ATC”) is a public technical college
18 located in Atlanta, Georgia that is part of the Technical College System of Georgia
19 (“TCSG”) that provides educational services for Fulton and Clayton Counties; and

20 **WHEREAS**, pursuant to O.C.G.A. § 50-16-122, except for the Georgia Board of
21 Regents and Georgia Department of Transportation, the State Properties Commission
22 (“SPC”) is the state entity charged with overseeing the acquisition and disposition of all
23 state-owned real property and providing lease assistance to state entities, including
24 TCSG and ATC; and

25 **WHEREAS**, ATC’s Economic Development Division provides training programs
26 and services designed to meet the needs of Georgia’s businesses, industries and
27 individuals in Fulton and surrounding counties through training and developing solutions
28 to the challenges facing Georgia’s businesses, particularly in developing a skilled
29 workforce; and

30 **WHEREAS**, the metro-Atlanta area is a transportation hub, with ready access to
31 airports and interstates; and

1 **WHEREAS**, ATC estimates that the number of jobs in this field is expected to
2 increase by 14% nationally and 16% in the State of Georgia over the next several years;
3 and

4 **WHEREAS**, according to ATC, estimated salaries in this field start at \$40,000.00
5 a year; and

6 **WHEREAS**, Fulton County and ATC are interested in expanding ATC's
7 commercial driver's education program ("Program") to train Fulton County residents, and
8 others, to operate vehicles requiring a commercial driver's license to operate; and

9 **WHEREAS**, the County is the owner of approximately 25 acres of land in Fulton
10 County, Georgia (the "Property"), commonly known as 0 Cascade Palmetto Highway,
11 comprising of Tax Parcel ID Numbers 09C-1300-0050-016-8 and 09C-1300-0051-044-9,
12 as more particularly described in Exhibit A attached hereto, and by this reference
13 incorporated herein; and

14 **WHEREAS**, the Property has been identified as an appropriate site for ATC's
15 expanded commercial driver's license training facility which will be part of the Program;
16 and

17 **WHEREAS**, County staff and the TCSG and SPC have negotiated a Memorandum
18 of Understanding (the "MOU") regarding the timing of the County donating the Property
19 to the SPC for use by TCSG and ATC for the Program, attached hereto as Exhibit B and
20 incorporated by reference; and

21 **WHEREAS**, pursuant to the MOU, the County will not be obligated to transfer the
22 Property to SPC until (i) a design contract for the facility which includes the estimated
23 project costs and substantially complete construction drawings for the facility is executed
24 and (ii) the County receives confirmation that funds from other sources have been
25 approved for the facility; and

26 **WHEREAS**, the MOU further provides that if construction of the facility is not
27 commenced on or before May 31, 2023, the Property will be returned to the County; and

1 **WHEREAS**, Fulton County Code of Laws (“FCC”) § 1-117 gives the Board of
2 Commissioners exclusive authority over directing and controlling all the property of the
3 County, as they may deem expedient, according to law; and

4 **WHEREAS**, pursuant to O.C.G.A. § 36-9-3(a)(3)(A), Fulton County is authorized
5 and empowered under the laws of the State of Georgia to transfer or convey County
6 owned property to any other body politic; and

7 **WHEREAS**, the Board of Commissioners finds that it is in the best interest of
8 Fulton County, Georgia for the County Manager and the County Attorney to finalize the
9 MOU attached hereto as Exhibit B to donate the Property for an expansion of ATC’s
10 commercial driving Program within Fulton County.

11 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
12 approves the MOU between Fulton County and the Technical College System of Georgia,
13 Atlanta Technical College, and the State Properties Commission for expansion of Atlanta
14 Technical College’s commercial driving Program with Fulton County, which is attached in
15 substantial form hereto as Exhibit B.

16 **BE IT FURTHER RESOLVED**, that County Manager and the County Attorney are
17 hereby authorized to finalize negotiations of the terms of the MOU consistent with the
18 directives of the Board of Commissioners.

19 **BE IT FURTHER RESOLVED**, that the Chairman is hereby authorized to execute
20 the MOU and, should the events triggering the donation of the Property occur, documents
21 related to the transfer of the Property to Technical College System of Georgia for the
22 benefit of Atlanta Technical College, after the MOU and related transfer documents are
23 approved as to form by the County Attorney, who is authorized to make necessary
24 modifications thereto to protect the interest of the County prior to execution by the
25 Chairman.

26 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its
27 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution
28 are hereby repealed to the extent of the conflict.

EXHIBIT A
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 50 AND 51 OF THE 9TH C DISTRICT OF FULTON COUNTY, GEORGIA AND WITHIN THE CITY OF SOUTH FULTON, AND BEING 25 ACRES AS PER THE LOT RECONFIGURATION PLAT FOR TECHNICAL COLLEGE SYSTEM OF GEORGIA BY AAROM MCCULLOUGH OF HRC ENGINEERS, DATED 1/13/22 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF COCHRAN ROAD (60' R/W) AND THE NORTHERLY RIGHT-OF-WAY OF CASCADE PALMETTO HIGHWAY (150' R/W) THENCE, SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY, SOUTH 43 DEGREES 38 MINUTES 19 SECONDS WEST, 1,546.77 FEET TO A POINT;

THENCE, LEAVING SAID NORTHERLY RIGHT-OF-WAY, NORTH 46 DEGREES 33 MINUTES 32 SECONDS WEST, 710.84 FEET TO A POINT;

THENCE, NORTH 08 DEGREES 07 MINUTES 39 SECONDS EAST, 684.83 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY;

THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 67 DEGREES 46 MINUTES 08 SECONDS EAST, 62.17 FEET TO A POINT;

THENCE, ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 452.41 FEET, SAID CURVE HAVING A RADIUS OF 738.46 FEET AND BEING SUBTENDED BY A CHORD OF 445.38 FEET, AT SOUTH 87 DEGREES 07 MINUTES 27 SECONDS EAST, TO A POINT;

THENCE, WITH A COMPOUND CURVE TO THE LEFT, AN ARC DISTANCE OF 105.65 FEET, SAID CURVE HAVING A RADIUS OF 850.13 FEET AND BEING SUBTENDED BY A CHORD OF 105.59 FEET, AT NORTH 70 DEGREES 34 MINUTES 04 SECONDS EAST, TO A POINT;

THENCE, NORTH 67 DEGREES 13 MINUTES 36 SECONDS EAST, 95.91 FEET TO A POINT;

THENCE, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 125.58 FEET, SAID CURVE HAVING A RADIUS OF 367.06 FEET AND BEING SUBTENDED BY A CHORD OF 124.97 FEET, AT NORTH 76 DEGREES 36 MINUTES 21 SECONDS EAST, TO A POINT;

THENCE, WITH A COMPOUND CURVE TO THE RIGHT, AN ARC DISTANCE OF 106.44 FEET, SAID CURVE HAVING A RADIUS OF 728.53 FEET AND BEING SUBTENDED BY A CHORD OF 106.34 FEET, AT NORTH 89 DEGREES 24 MINUTES 16 SECONDS EAST, TO A POINT;

THENCE, SOUTH 87 DEGREES 12 MINUTES 56 SECONDS EAST, 272.50 FEET TO A POINT;

THENCE, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 305.45 FEET, SAID CURVE HAVING A RADIUS OF 580.52 FEET AND BEING SUBTENDED BY A CHORD OF 301.94 FEET, AT SOUTH 69 DEGREES 49 MINUTES 50 SECONDS EAST, TO THE POINT OF BEGINNING;

SAID TRACT OR PARCEL CONTAINING 25.00 ACRES MORE OR LESS.

EXHIBIT B
MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING BETWEEN
FULTON COUNTY, GEORGIA
AND
THE TECHNICAL COLLEGE SYSTEM OF GEORGIA**

This Memorandum of Understanding (“MOU”), effective as of the _____ day of _____, 2022 (the “Effective Date”) is executed by Fulton County, a political subdivision of the State of Georgia (“the County”), and the Technical College System of Georgia, an entity of the State of Georgia (“TCSG”), collectively the “Parties”, for the purpose of identifying certain County owned property that, upon the happening of certain events, will be transferred to the State of Georgia by and through the State Properties Commission (“SPC”) so that Atlanta Technical College (“Atlanta Tech”), a college of the TCSG, can construct and operate a commercial driver license training facility.

WHEREAS, the County is the owner of approximately 66.77 acres of land in Fulton County, Georgia (the “Property”), commonly known as 0 Cascade Palmetto Highway and Tax Parcel ID Numbers 09C-1300-0050-016-8, 09C-1300-0051-044-9 and 09C-1300-0050-016-8, 09C-1300-0051-044-9, as more particularly described in Exhibit A attached hereto, and by this reference incorporated herein; and

WHEREAS, Atlanta Tech is a publicly funded technical educational institution located in Fulton County whose Economic Development Division provides training programs and services designed to meet the needs of Georgia’s businesses, industries, and individuals in the communities it serves by assisting new, expanding, and existing industries through training and developing solutions to the challenges facing Georgia’s businesses, particularly in developing a skilled workforce; and

WHEREAS, Atlanta Tech desires to expand its Commercial Driver’s License (“CDL”) program to address the rising need for commercial vehicle drivers in metro-Atlanta, the State of Georgia and the nation as a whole; and

WHEREAS, Atlanta Tech desires to develop a CDL training center (the “Project”) on approximately 25 acres of the Property (the “CDL Property”), as more particularly identified in Exhibit “B” attached hereto, and by this reference incorporated herein; and

WHEREAS, with the exception of the Georgia Board of Regents and Georgia Department of Transportation, the SPC is the state entity charged with acquiring and dispensing all state-owned real property and providing lease assistance to state entities including TCSG and Atlanta Tech; and

WHEREAS, the County is willing to donate the CDL Property for the Project to the State for use by Atlanta Tech, subject to SPC approval, when TCSG provides the County with information sufficient for the County to verify that construction documents for the Project have been substantially completed, the Project is funded, and TCSG and Atlanta Tech are ready to commence construction of the Project within a reasonable time of the donation; and

WHEREAS, pursuant to O.C.G.A. § 36-9-2, the Fulton County Board of Commissioners has control over all property of the County; and

WHEREAS, pursuant to O.C.G.A. § 36-9-3(a)(3)(A), the County is authorized to sell, transfer, or convey property held by it to any other body politic.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, and the agreements contained herein, the Parties to this MOU hereby agree as follows:

1. Purpose. The purpose of this MOU is to identify certain County owned property that, upon the happening of certain identified events, will be transferred to the State of Georgia by and through SPC so that Atlanta Tech can construct and operate a commercial driver license training facility. The Parties agree to work together in good faith to accomplish this purpose.
2. The County's Duties and Responsibilities. The County shall be responsible for the following activities:
 - a. Having this MOU approved by the Fulton County Board of Commissioners at a regularly scheduled Board of Commissioners meeting.
 - b. During the term of this MOU, allow TCSG and its contractors access to the property for purposes of inspection and testing related to design in accordance with the right of entry dated December 13, 2021.
 - c. Within 30 days of the happening of the events set forth in Section 3 below, transfer via Quit Claim Deed the CDL Property to the State of Georgia for use by Atlanta Tech for the Project.
3. TCSG Duties and Responsibilities. TCSG and Atlanta Tech shall be responsible for the following activities:
 - a. Before the County is under any obligation to donate the CDL Property for the Project, completing at their own respective cost and expense and providing the County with either copies of the following:
 - (i) A fully executed contract with a Design Professional for the design of the Project on the CDL Property which shall include a scope of work and a Stated Cost Limitation (SCL) which shall be the estimated Project cost; and
 - (ii) A statement from the Georgia State Finance and Investment Commission (GSFIC) accounting department that funds are available in an amount sufficient to pay the estimated Project costs.
 - b. Obtain approval for the Property acquisition from the SPC at a duly called board meeting.

4. Construction Activities. If construction activities have not commenced prior to the end of the Term of this MOU, the State will seek the necessary approvals to convey the CDL Property to Fulton County for the same consideration of the State's acquisition. Construction activities shall mean any actions on the CDL Property including but not limited to commencement of earth work, grading, fencing, and other construction mobilization activities.
5. Term of Memorandum. This MOU shall be in effect until May 31, 2023.
6. Termination. This MOU may be terminated at any time by a Party giving sixty (60) days' advance notice to the other Parties.
7. Notices. Any notices required to be provided under the terms of this MOU shall be in writing and given either in person, electronically (with confirmation of transmittal and receipt retained by the sender), or the day after delivery by a nationally recognized next business day delivery service, or three (3) days after transmittal by first class mail, postage and any other costs prepaid, to the address of the Party being given notice as set forth below or to such other address as a Party may furnish to the other in writing during the term of this MOU.

If to the County: Fulton County Department of Real Estate & Asset Management
141 Pryor Street, Suite G-119
Atlanta, GA 30303
Attn.: Joseph Davis, Director
Phone: (404) 612-3772
Email: joseph.davis@fultoncountyga.gov

With a copy to: Office of the Fulton County Attorney
141 Pryor Street, SW
Suite 4038
Atlanta, GA 30303
Attn.: Soo Jo, County Attorney
Phone: (404) 612-0235
Email: soo.jo@fultoncountyga.gov

If to SPC: State Properties Commission
270 Washington Street, SW
Suite 2-129
Atlanta, GA 30334
Attn: Frank Smith, Deputy Executive Director
Phone: (404) 656-5602
Email: frank.smith@spc.ga.gov

If to TCSG: Technical College System of Georgia
1800 Century Place NE, Suite 400
Atlanta, GA 30345

Attn: Brendan Bowen, Executive Director
Email: bbowen@tcsge.edu

If to Atlanta Tech: Atlanta Technical College
1560 Metropolitan Parkway SW
Atlanta, GA 30310
Attn: Victoria Seals, President
Email: vseals@atlantatech.edu

8. Confidentiality. The Parties specifically acknowledge that each Party is a political entity of the State of Georgia and are subject to certain open records laws which identify information that is subject to public disclosure and govern the limits of confidential designations. The Parties further specifically acknowledge that upon receipt of an Open Records Act request, a Party is legally required to produce all responsive information, except for certain enumerated categories of information not subject to production. The Parties understand that, notwithstanding the designation of certain information subject to this MOU as “confidential,” each Party is bound by the provisions of applicable open records laws. Consequently, a Party is not required to obtain the other Party’s prior written consent when responding to a request for documents pursuant to the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*
9. No Agency. This MOU between the County, on the one hand, and SPC and Atlanta Tech on the other, is strictly an independent contractor relationship and the Parties expressly state that there is and shall be no agency or partnership between or among the Parties pursuant to this arrangement.
10. No Third Party Beneficiaries. This MOU is for the sole benefit of the Parties hereto and their respective successors and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this MOU.
11. Amendments and Waivers. Any provision of this MOU may be amended or waived if such amendment or waiver is in writing and is signed by the Parties hereto. No course of dealing on the part of any Party to this MOU, nor any failure or delay by any Party to this MOU with respect to exercising any right, power, or privilege hereunder, will operate as a waiver thereof.
12. Applicable Law. This MOU is made under, construed in accordance with, and governed by the laws of the State of Georgia.
13. Use of Name. No Party shall use the other Party’s name, trademarks and/or logos for advertising or any other similar purpose including, without limitation, brochures, advertisements, press releases, testimonials, websites, customer reference lists or other implied or expressed endorsements, without the prior written consent of the other Party, which consent may be withheld in the sole discretion of such other Party. This Section 13 shall be binding upon the Parties and shall survive the termination or expiration of this MOU.

IN WITNESS WHEREOF, the Parties hereto, being duly authorized, have duly executed and delivered this MOU as of the Effective Date.

FULTON COUNTY, GEORGIA

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

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

Y. Soo Jo
County Attorney

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

TECHNICAL COLLEGE SYSTEM OF GEORGIA

Attest

By: _____
Its: _____

By: _____
Its: _____

STATE PROPERTIES COMMISSION

Approved as to form:

By: _____
Its: _____

EXHIBIT A COUNTY PROPERTY

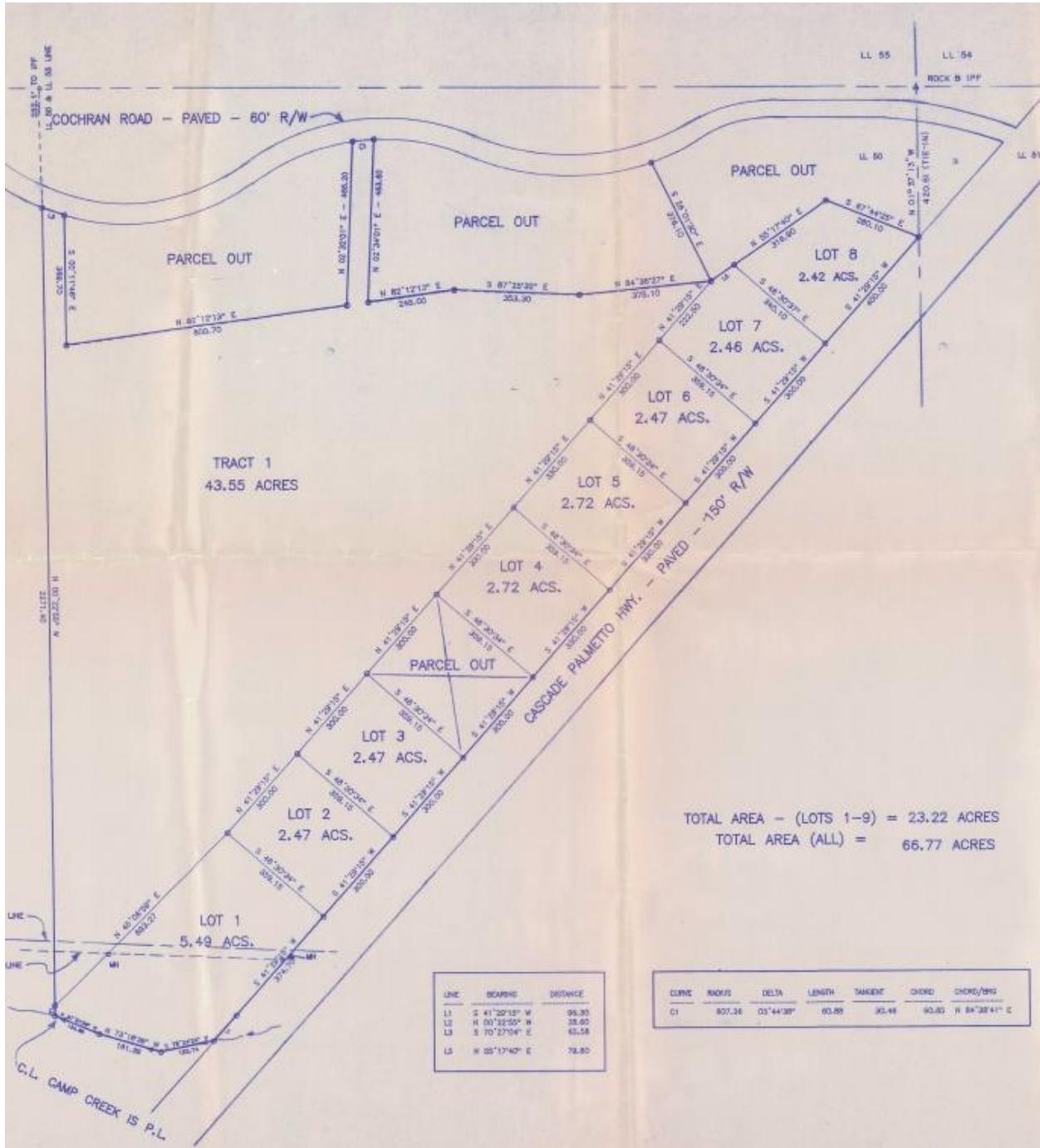
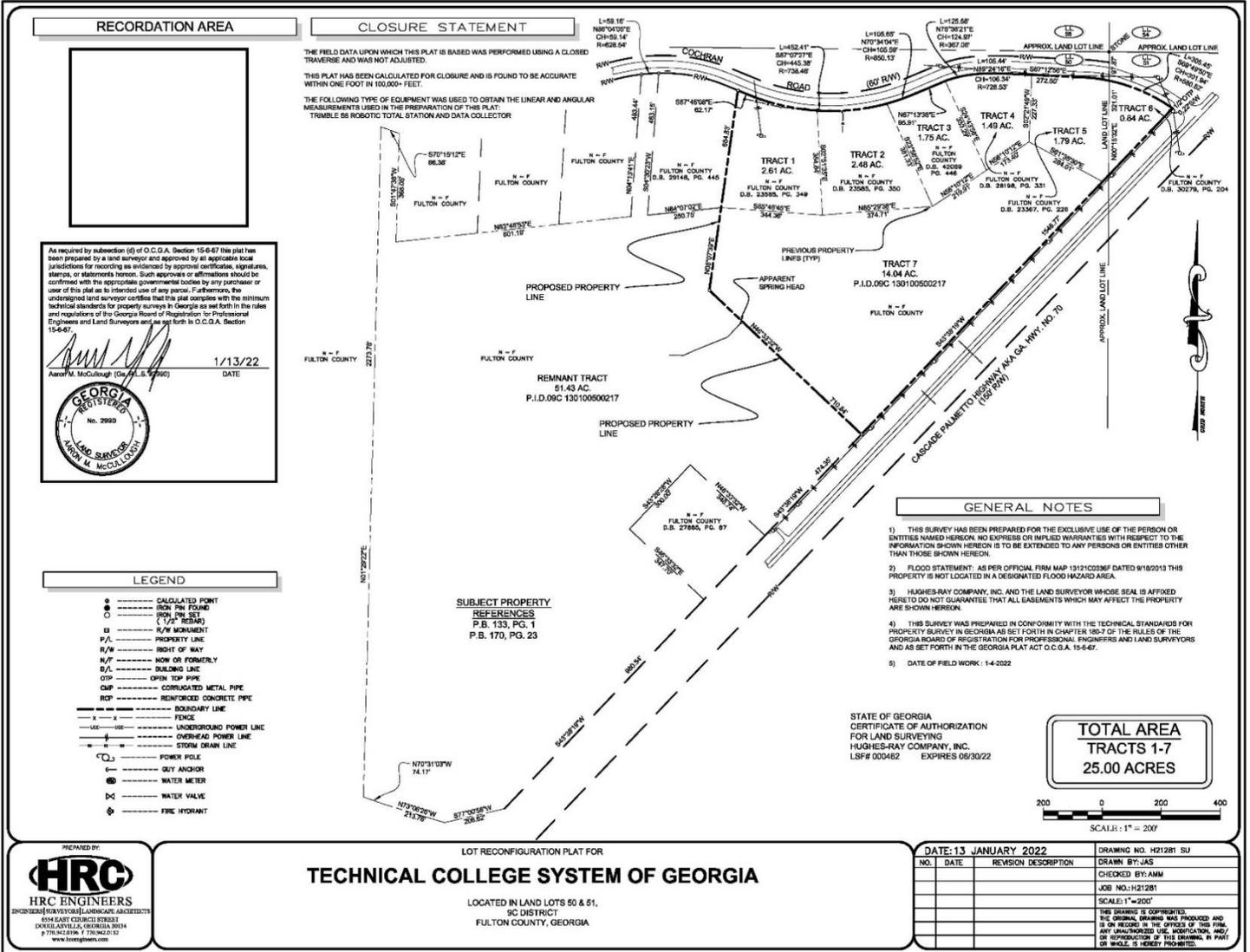


EXHIBIT B CDL PROJECT PROPERTY



PREPARED BY:

HRC

HRC ENGINEERS
INCORPORATED (SURVEYORS & LANDSCAPE ARCHITECTS)
4504 EAST COURCH STREET
DUNWOODY, GEORGIA 30346
P 770.242.8700 F 770.242.5152
www.hrcengineers.com

TECHNICAL COLLEGE SYSTEM OF GEORGIA

LOCATED IN LAND LOTS 50 & 51,
SC DISTRICT,
FULTON COUNTY, GEORGIA



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0548

Meeting Date: 8/3/2022

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

Request approval of a Resolution by the Fulton County Board of Commissioners to provide for appropriation and donation of \$300,000.00 to access Reproductive Care-Southeast Inc. (ARC), a non-profit, to support the reproductive health care Services provided by ARC; to authorize the County to enter into a Contract for Services with ARC to effectuate the donation; to authorize the Chairman to execute the Contract for Services and other related documents; to authorize the County Attorney to approve the Contract for Services as to form and make changes thereto prior to execution; and for other purposes. **(Hall)**

1 A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS TO
2 PROVIDE FOR THE APPROPRIATION AND DONATION OF \$300,000.00 TO ACCESS
3 REPRODUCTIVE CARE-SOUTHEAST, INC. (ARC), A NON-PROFIT, TO SUPPORT
4 THE REPRODUCTIVE HEALTH CARE SERVICES PROVIDED BY ARC; TO
5 AUTHORIZE THE COUNTY TO ENTER INTO A CONTRACT FOR SERVICES WITH
6 ARC TO EFFECTUATE THE DONATION; TO AUTHORIZE THE CHAIRMAN TO
7 EXECUTE THE CONTRACT FOR SERVICES AND OTHER RELATED DOCUMENTS;
8 TO AUTHORIZE THE COUNTY ATTORNEY TO APPROVE THE CONTRACT FOR
9 SERVICES AS TO FORM AND MAKE CHANGES THERETO PRIOR TO EXECUTION;
10 AND FOR OTHER PURPOSES.

11
12 WHEREAS, the United States Supreme Court in *Dobbs v. Jackson Women’s*
13 *Health Organization* (“Dobbs”) recently overturned *Roe v. Wade*, (“Roe v. Wade”), and
14 related cases that have protected a woman’s right to reproductive freedoms, choices, and
15 unrestricted reproductive health care, and the rights of physicians to provide such critical
16 health care, for the previous half-century; and

17 WHEREAS, *Dobbs* held in part that the federal constitution does not provide a
18 right to abortion and that abortion should be regulated by states; and

19 WHEREAS, recent reversals of the previous long-standing precedents supporting
20 reproductive freedom have resulted in immediate and devastating consequences for
21 women, families, and physicians who have provided reproductive care in Georgia; and

22 WHEREAS, limiting access to safe reproductive care has the potential to deepen
23 the divide of health and social inequities, particularly among Black and socioeconomically
24 vulnerable women; and

25 WHEREAS, Access Reproductive Care-Southeast, Inc. (“ARC”) is an Atlanta,
26 Fulton County based non-profit organization that provides funding and logistical support
27 to ensure Southerners receive safe and compassionate reproductive care; and

1 **WHEREAS**, ARC also provides financial and practical support, including lifts to
2 appointments and travel and accommodation to women seeking reproductive care in
3 Georgia, and throughout the Southeast; and

4 **WHEREAS**, the Fulton County Board of Commissioners wishes to support the
5 mission of ARC to help women seeking safe reproductive care, and/or related health care
6 advice, and desires to help ease the burdens on women served by this charitable non-
7 profit organization; and

8 **WHEREAS**, Fulton County has the power of expenditure granted under the
9 Georgia Constitution at Art. IX, Sec. 4, Para. 2 to “expend public funds to perform any
10 public service or public function as authorized by this Constitution or by law or to perform
11 any other service or function as authorized by this Constitution or by general law”; and

12 **WHEREAS**, Fulton County may make donations to non-profit entities for “purely
13 charitable purposes” so long as the activities funded take place within the county, are in
14 the form of contracts for services, and are not contrary to existing state law, as provided
15 in the Georgia Constitution at Art. IX, Sec. 2, Para. 8, and in the Georgia Code at § 36-1-
16 19.1; and

17 **NOW THEREFORE BE IT RESOLVED**, that the Fulton County Board of
18 Commissioners hereby approves the appropriation and donation of Three Hundred
19 Thousand Dollars and Zero Cents (\$300,000.00) to ARC to support the reproductive
20 health care services provided by ARC.

21 **BE IT FURTHER RESOLVED**, that the Fulton County Board of Commissioners
22 hereby authorizes the County Manager and the County Attorney to negotiate and finalize

1 a contract for services with ARC for ARC's use of the \$300,000.00 within Fulton County
2 to provide reproductive care services.

3 **BE IT FURTHER RESOLVED**, that the Chairman or the County Manager are
4 hereby authorized to execute the resulting agreement and related documents with ARC,
5 after the County Attorney has approved these documents as to form and has made
6 changes thereto that are necessary to protect the interests of Fulton County.

7 **BE IT FURTHER RESOLVED**, that the County Manager is directed to work with
8 the Finance Department to identify and appropriate the \$300,000.00 donation to support
9 the contract for services with ARC.

10 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon
11 adoption.

12 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County, this
13 3rd day of August, 2022.

14 **FULTON COUNTY BOARD OF**
15 **COMMISSIONERS**

16 **SPONSORED BY:**

17
18
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20
21
22 _____
23 Commissioner Natalie Hall (District 4)

24 **ATTEST:**

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26
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30 _____
31 Tonya R. Grier
32 Clerk to the Commission
33

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APPROVED AS TO FORM:

Y. Soo Jo,
County Attorney

10 P:\CALegislation\BOC\Resolutions\2022 Resolutions\Hall\8.3.22. Resolution for Donation to Access Reproductive Care.Hall - final.docx



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0549

Meeting Date: 8/3/2022

Department

Strategy and Performance Management

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

Presentation: Health and Human Services Priority Area Report for FY2022

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

No Action Needed

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: This item will be a presentation of the Health and Human Services Area Report for FY2022. The report will highlight current and future projects that will have an impact on this Priority Area.

Community Impact: The Performance Report looks at highlights and measure from a Countywide perspective and at a departmental level for this priority area.

Department Recommendation: Receive the report for this priority area.

Project Implications: This agenda item is for informational purposes only.

Agenda Item No.: 22-0549

Meeting Date: 8/3/2022

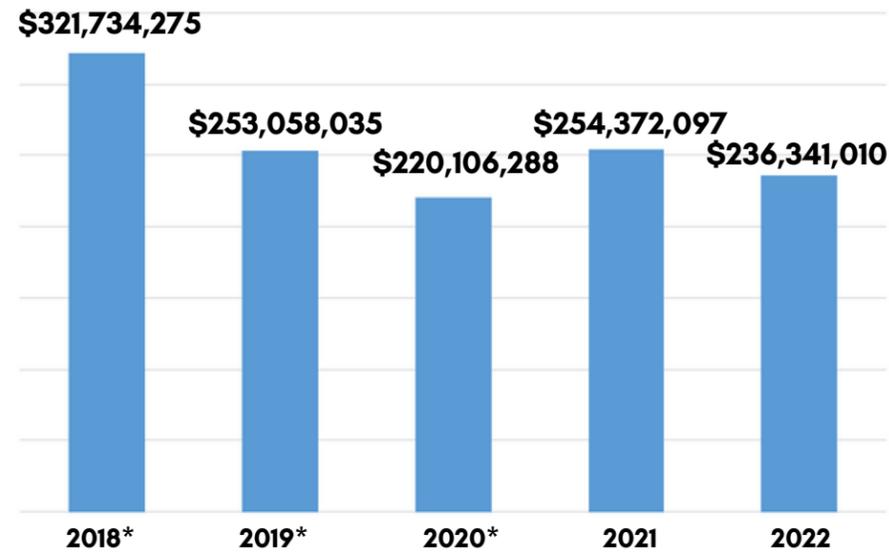
Community Issues/Concerns: The Strategy and Performance Management Office is not aware of any issues or concerns with the report.

Department Issues/Concerns: The Strategy and Performance Management Office is not aware of any issues or concerns with the report.

2021 Achievements

- The Fulton County Department of HIV Elimination awarded \$27.2 million to 23 agencies which served almost 18,000 persons living with HIV. Medical services were provided to 16,473 people, which is 47% of all persons living with HIV in Metropolitan Atlanta who received medical care
- Behavioral Health and Disabilities Department implemented a hybrid model consisting of tele-health or face-to-face to maintain the continuity of care that served over 4,253 clients across 15 programs, resulting in over 28,301 client contacts
- 38% of our Permanent Supportive Housing clients obtained employment
- Applied for and received a federal grant for \$3.9 million titled Advancing Health Literacy to conduct behavioral health & COVID-19 outreach to under-served and under-represented communities
- Senior Services department safely reopened senior centers in July 2021 after being temporarily closed for 16 months due to the pandemic
- Engaged municipalities for operational expansion to mitigate the impact of COVID-19 by providing food to seniors, Personal Protective Equipment (PPE) and technology to schools, PPE for first responders, vaccination sites, and sanitizing stations in open parks to protect children and families from the pandemic
- Procured, managed, and allocated over \$14 million dollars in PPE for municipalities and County government essential operations
- Provided the command, operations, logistics and planning activities necessary to operate over 11 geographically dispersed COVID-19 vaccine points of dispensing locations which have administered over 554,000 vaccines

Area Investment Trend (\$)



*Please note that 2018-2020 figures represent the investments based on the former priority area "All People are Healthy"

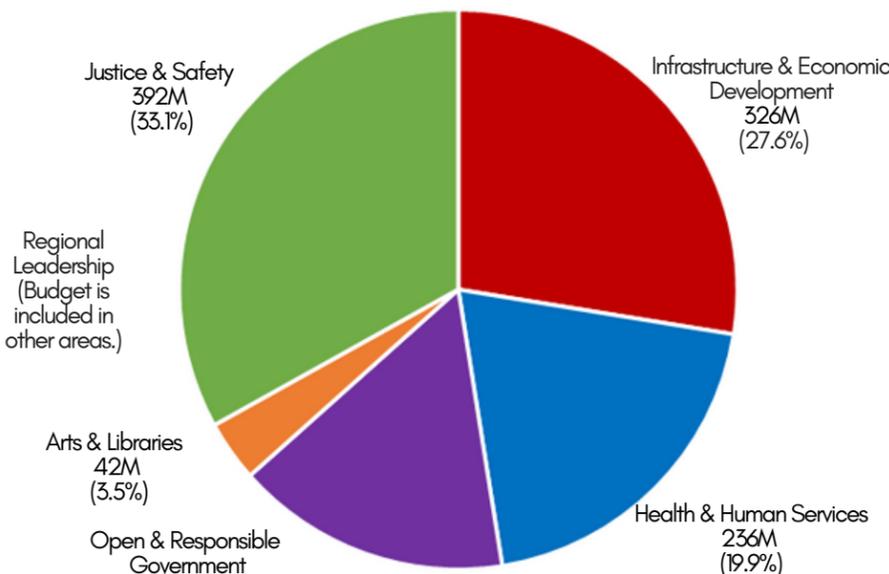


GREAT PLACE GREAT PEOPLE GREAT WORK

2022

Fulton County Health & Human Services Priority Area Report

2022 Budgets for Priority Area and Department



Department	Budget Amount
Community Development	\$9,231,334
Senior Services	\$22,287,932
HIV Elimination	\$147,002
Public Works	\$70,964,219
Family & Children Services	\$1,684,840
Grady Hospital	\$63,850,095
Health & Wellness	\$11,613,441
Mental Health, Development Disabilities, & Addictive Disabilities	\$17,050,336
Non-Agency	\$39,511,811



Creating a healthy community depends on three factors: the adoption of healthy behaviors, the availability and quality of the healthcare services, and the physical environment in which individuals and families live, work, and play. In addition, Fulton County is committed to providing a safe space where our most vulnerable population can receive the care and community support they need. Health & Human services are critical to the vitality of its community. The County is also striving to decrease health disparities and increase health equity.



On the Horizon for Health & Human Services

- Develop a plan and implementation schedule for the **Behavioral Health Crisis Center**
- Continue to provide **testing** and **vaccination** access for the residents of Fulton County and surveillance of emerging infectious disease outbreaks
- Expand and improve overall **health and human services** in the North and South through new facility infrastructure
- Continue to implement the Community Development Block Grant (CDBG) and other Housing and Urban Development (HUD) programming to enhance the quality of life for the **community** and its citizens
- Explore innovative service delivery models for affordable housing and other **social services**
- Continue development of Integrated Prevention and Care Plan to address **HIV Elimination**
- Complete upgrades and modernization of **Multipurpose** and **Neighborhood Senior Centers**
- Complete final distribution of \$96M emergency **rental assistance funding**

Priority Area Liaison Messages



Commissioner Ellis

“Fostering a healthy community is a collaborative effort where the County establishes access to resources which allows residents to engage and thrive across the health spectrum.”

“We will improve our quality of life. We will eliminate food deserts. We will improve access to affordable housing, and we will fight for environmental justice. Also, we will fight for Grady and our community health clinics to make sure we serve the people where they are so, as one great leader said, they can ‘live until they die.’”



Commissioner Abdur-Rahman

2021-2025 Strategic Objectives

- Prevent illness by engaging in healthier behavior
- Prevent health disparities by educating residents and connecting them to available resources
- Help residents realize their educational potential through our community services and library programs
- Support the vulnerable residents in our social services

Behavioral Health Crisis Center

- To provide 24/7 access to behavioral health services for:
 - Adults and Youth experiencing a Mental Health Crisis
 - Adults & Youth who require Detoxification
 - Adults & Youth in need of Core Outpatient services & Wrap Around Services To provide 15 Crisis Stabilization Beds for Youth
 - To provide 15 Crisis Stabilization Beds for Adults
 - To provide 18 Observation chairs for Adults
- Repurpose and rehabilitation of the County owned Oak Hill facility
- Invest \$15M in American Rescue Plan Act funds
- Work with Georgia Department of Behavioral Health and Developmental Disabilities and General Assembly to gain certification and funding support
- Work with Board of Health to integrate and align existing services

Highlighted Topics

Fulton County Covid-19 Response

- Partnered with Mercedes Benz Stadium to run the largest vaccine site in the United States
- Fulton County achieved the lowest death rate per capita as compared to the rest of the state
- Vaccines administered at Fulton County fixed & mobile sites through July 2022
 - 612,112 PCR tests
 - 175,000 home test kits
 - 535,899 1st/2nd fixed site doses
 - 17,609 boosters
 - 42,702 mobile doses



Health and Human Service North & South

- Improved services model, which will be capable of offering access to; health, behavioral health, primary care to include two senior centers
- Replicate similar programming and infrastructure in South Fulton
- Partner with non-profit communities to provide social support
- Address current need for additional space and facilities to meet growing demand for services



Community Development

- Service delivery investment of \$2,251,008 in federal funds
- Enhanced quality of life for low to moderate income communities and citizens impacting more than 98,920 residents throughout College Park, East Point, Fairburn, Hapeville, Union City, and Palmetto
 - Cora Robinson park in Fairburn - installed a new pavilion and added concrete walkways to increase safety and ease access to the park
 - Charles E. Phillips Park in College Park - Installed a splash pad to enhance their play environment and add appeal to the area
 - Brady Recreation Center in College Park - Completed renovations to the recreation center to include, updating the kitchen and appliances and bathroom upgrades
 - Waycrest Community Garden Park Project - Creation of a community garden and outdoor seating area at the Anthem at Riverside Senior Apartments
 - Union City - installed ADA accessible sidewalks on Lower Dixie Lake road



Social Services for Vulnerable Residents

- The Department administers the Home Repair program through two contractors
 - Services are categorized by safety and health and entails structural repairs, accessibility modifications, measures which prevent accidents, fires or intrusion into a dwelling and weatherization
 - Partnership with Community Development enables seniors to receive an assessment conducted by a Building Inspector and review of work at conclusion of repairs
- In June 2022, the Department was awarded \$592,533.00 in ARPA (FY23-24) funding through the Atlanta Regional Commission (ARC)
 - Funding will support transportation and home delivered meals
- The ARC through the Older Americans Act also awarded \$3.16M to Fulton County Senior Services
 - Funding supports home and community services through June 2023 and enables eligible seniors to successfully age in place



HIV Elimination

- In 2022, community is coming together to develop an Integrated Prevention and Care Plan and Coordinated Statement of Need for 2022-2026
- The Plan will be submitted no later than December 9, 2022
- Community engagement sessions will be held monthly
- Strategic Planning Sessions with the Georgia Department of Public Health and the Comprehensive Planning Committee of the Metropolitan Atlanta HIV Health Services Planning Council will occur weekly
- The Fulton County-funded Health Program Manager will represent Fulton County Government's interests in the process
- Successful management of program led to an 8% increase in Ryan White funding and a 20% increase in Ending the HIV Epidemic funding for a total grant budget of \$34.4 million





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0503

Meeting Date: 8/3/2022

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

Discussion: Invest Atlanta Board of Directors June 16, 2022 Meeting Summary **(Morris) (HELD ON 7/13/22)**



**SUMMARY OF ACTIONS TAKEN AT THE REGULAR MEETING
OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY
D/B/A INVEST ATLANTA**

JUNE 16, 2022

BOARD MEMBERS IN ATTENDANCE: MAYOR ANDRE DICKENS; RANDY HAZELTON; CHRIS AHRENKIEL; HONORABLE JASON DOZIER; HONORABLE LEE MORRIS

RESOLUTIONS

1. RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA APPROVING A CONSENT RESOLUTION RELATING TO THE ASSIGNMENT AND ASSUMPTION OF CONTRACTS WITH PH TECH, LLC, PORTMAN TECH, LLC, AND PH TECH BOND, LLC RELATED TO THE **HIGH PERFORMANCE COMPUTING CENTER PROJECT**; AND FOR OTHER PURPOSES.
RESOLUTION APPROVED

2. RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA AUTHORIZING THE GRANT OF AN **AERIAL EASEMENT TO THE GEORGIA DEPARTMENT OF TRANSPORTATION** FOR ±314.30 SQUARE FEET OF PROPERTY NEAR OR ADJACENT TO 70 UNIVERSITY AVENUE, SW, CONTIGUOUS TO THE ATLANTA BELTLINE FOR THE PURPOSE OF TRAFFIC SIGNAL IMPROVEMENTS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN EASEMENT AGREEMENT AND RELATED DOCUMENTS; AND FOR OTHER PURPOSES.
RESOLUTION APPROVED

3. RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA AUTHORIZING A LOAN TO **JEFFERSON BELTLINE, LLC**, FROM THE BELTLINE TAX ALLOCATION DISTRICT PREDEVELOPMENT ASSISTANCE LOAN FUND IN AN AGGREGATE AMOUNT NOT TO EXCEED TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000); AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT; AND FOR OTHER PURPOSES.
RESOLUTION APPROVED

4. RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA TO REAUTHORIZE A LOAN TO **RIDDLE PROPERTY GROUP, LLC**, FROM THE CAMPBELLTON ROAD TAX ALLOCATION DISTRICT PREDEVELOPMENT FUND IN AN AGGREGATE AMOUNT NOT TO EXCEED TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000); AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT; AND FOR OTHER PURPOSES.
RESOLUTION APPROVED

5. RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA TO REAUTHORIZE A GRANT TO RIDDLE PROPERTY GROUP, LLC FROM THE CAMPBELLTON ROAD TAX ALLOCATION DISTRICT SPECIAL FUND IN AN AMOUNT NOT TO EXCEED ONE MILLION, TWO HUNDRED THOUSAND DOLLARS (\$1,200,000) TO FINANCE A PORTION OF THE CONSTRUCTION, INSTALLATION AND EQUIPPING OF **THE BRIARWOOD MEDICAL OFFICE BUILDING**; AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT; AND FOR OTHER PURPOSES.
RESOLUTION APPROVED



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0550

Meeting Date: 8/3/2022

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

Discussion: Inconsistencies in Implementing the Three Year Freeze on Property Assessment Notices
(Morris)