FULTON COUNTY BOARD OF COMMISSIONERS
SECOND REGULAR MEETING
December 17, 2025
10:00 AM

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

A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

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

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

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

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

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

CONSENT AGENDA

25-0942 **Board of Commissioners**
Adoption of the Consent Agenda - All matters listed on the Consent Agenda are considered routine by the County Commission and will be enacted by one motion. No separate discussion will take place on these items. If discussion of any Consent Agenda item is desired, the item will be moved to the Second Regular Meeting Agenda for separate consideration.

25-0943 **Board of Commissioners**
Proclamations for Spreading on the Minutes.

Proclamation recognizing “Live Healthy and Thrive Youth Foundation Day.” **(Barrett)**
December 6, 2025

Proclamation recognizing “Rice Memorial Presbyterian Church Appreciation Day.” **(Ivory)**
December 6, 2025

Proclamation recognizing “Teenz On Point Appreciation Day.” **(Arrington)**
December 6, 2025

Proclamation recognizing “Councilman Donald Mitchell Appreciation Day.” **(Ellis)**
December 8, 2025

Proclamation recognizing “Ballethnic Dance Company Appreciation Day.” **(Arrington)**
December 10, 2025

Proclamation recognizing “Georgia Business Council Appreciation Day.” **(Pitts)**
December 11, 2025

Proclamation recognizing “Eagle Scout Sam Ansley Appreciation Day.” **(Thorne)**
December 13, 2025

Proclamation recognizing “Eagle Scout Vaideesh Kudumuri Appreciation Day.” **(Thorne)**
December 13, 2025

Proclamation recognizing “Eagle Scout Aryan Shetty Appreciation Day.” **(Thorne)**
December 13, 2025

Commissioners' District Board Appointments

25-0944 **Board of Commissioners**
FULTON COUNTY CITIZENS COMMISSION ON THE ENVIRONMENT

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

Term = 4 Years, staggered

Term below expires: 12/31/2025
Danyell Little **(Pitts)**

Chairman Pitts has nominated Debra Shigley for a District appointment to a term beginning January 1, 2026 and ending December 31, 2029.

Open & Responsible Government

25-0945 **Finance**
Request approval to renew existing contracts - Finance, REQ1523146C-JNJ, Business Occupational Tax Certificate & Audit Services in the amount not to exceed $10,000.00 with Avenu Insight Analytics, LLC (Birmingham, AL) to provide business license collection services for Fulton Industrial District for an additional one-year period effective January 1, 2026 through December 31, 2026.

25-0946 **Finance**
Ratification of November 2025 Grants Activity Report.

25-0947 **External Affairs**

Request approval to renew an existing contract - Department of External Affairs 23RFP081423A-KM, External Grant Writing & Support Services in an amount not to exceed $80,000.00 with Strategic Funding Group, Inc. (Atlanta, GA) to provide External Grant Writing Services. This action exercises the second of two renewal options. No renewal options remain. Effective January 1, 2026 through December 31, 2026.

25-0948 **Real Estate and Asset Management**

Request approval of a Water Easement Dedication of 48,158.2 square feet to Fulton County, a political subdivision of the State of Georgia, from Toll Southeast LP Company, Inc., for the purpose of constructing the Emberly Subdivision Project at 1000 Lexington Farm Drive, Alpharetta, Georgia 30004.

25-0949 **Real Estate and Asset Management**

Request approval of change order less than 10% - Department of Real Estate and Asset Management, 23RFP120423K-JAJ, Design/Build Services for Developmental Disability Programming and Services in the total amount not to exceed $330,367.00 with Hogan Construction Group, LLC/The Collaborative Firm, LLC JV (Norcross, GA), to modify the contract to allow for additional services (mold testing, abatement, redesign and rebuild of fire-line system) to complete the renovation of the South Training Center located at 475 Fairburn Road, SW Atlanta, GA 30331. Effective upon BOC approval.

25-0950 **Real Estate and Asset Management**

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Sandy Springs Multifamily LLC for the purpose of granting conditional approval to allow stormwater infrastructure to be installed within a portion of the County's existing sanitary sewer easement at 6600 Peachtree Dunwoody Rd, Sandy Springs, Georgia 30328

25-0951 **Real Estate and Asset Management**

Request approval of a Water Easement Dedication of 34,307 square feet to Fulton County, a political subdivision of the State of Georgia, from JBGL Atlanta Development 2014, LLC, for the purpose of constructing the Park Walke Phase II Project at 2260 Old Milton Parkway, Alpharetta, Georgia 30009.

25-0952 **Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 34,307 square feet to Fulton County, a political subdivision of the State of Georgia, from JBGL Atlanta Development 2014, LLC, for the purpose of constructing the Park Walke Phase II Project at 2260 Old Milton Parkway, Alpharetta, Georgia 30009.

25-0953 **Real Estate and Asset Management**

Resolution approving a Ground Lease Agreement between Fulton County, Georgia and the City of Roswell, Georgia to lease county-owned real property commonly known as Chattahoochee River Park, located at 575 Riverside Road, Roswell, Georgia 30075; authorizing the Chairman of the Fulton County Board of Commissioners to execute the Ground Lease Agreement and any related documents; authorizing the County Attorney to approve the Ground Lease Agreement and any related documents as to form and make necessary modifications thereto prior to execution; and for other purposes.

25-0954 **Purchasing and Contract Compliance**

Request approval to renew an existing contract - Purchasing & Contract Compliance, 25RFP0107B-EC, Support Services for the Office of Contract Compliance in an amount not to exceed $95,190.00 with Atlanta Business Consulting Group, LLC (Atlanta, GA) to provide contract compliance support services. This action exercises the first of two renewals. One renewal option remains. Effective dates: January 1, 2026, through December 31, 2026.

Justice and Safety

25-0955 **Superior Court Administration**

Request approval to amend an existing contract - Superior Court, 22RFP052A-CJC, Jury Management System, in an amount not to exceed $24,000.00, with Jury Systems Incorporated (Simi Valley, CA), to modify the contract to include the costs associated with text messages to jurors resulting from new rules adopted by the Federal Communications Commission under the Telephone Consumer Protection Act (TCPA). Effective upon BOC approval.

25-0956 **Emergency Management**

Request approval of a Resolution establishing the Fulton County Fire Department.

25-0957 **Solicitor General**

Request approval to increase spending authority - Fulton County Solicitor General, SWC 99999-SPD-ES40199376IS-01, In-State Car Rental vehicle in the amount not to exceed $50,000.00 with The Hertz Corporation (Estero, FL), to cover annual expenses associated with an extended time frame for vehicle rentals required to support departmental operations. Effective upon BOC approval.

SECOND REGULAR MEETING AGENDA

25-0958 **Board of Commissioners**
Adoption of the Second Regular Meeting Agenda.

25-0959 **Clerk to the Commission**
Ratification of Minutes.

Second Regular Meeting Minutes, November 19, 2025
First Regular Meeting Post Agenda Minutes, December 3, 2025

25-0960 **Board of Commissioners**
Presentation of Proclamations and Certificates.

Proclamation recognizing "Shriyansh Nigam Appreciation Day." **(Thorne/BOC)**

Proclamation recognizing "PBS Aerospace Appreciation Day." **(Thorne/Pitts/Ellis)**

PUBLIC HEARINGS

25-0961 **Board of Commissioners**
Public Comment - Citizens are allowed to voice County related opinions, concerns, requests, etc. during the Public Comment portion of the Commission meeting. **Priority for public comment will be given to Fulton County citizens and those individuals representing businesses or organizations located within Fulton County, including their employees, whether such persons are commenting in-person, via Zoom or other electronic media (i.e., phone call). Non-Fulton County citizens will only be heard after all in-person Fulton County citizens, representatives of business and organizations located within Fulton County, including their employees, have been heard and the time allotted for public comment has not expired, except as otherwise provided in this code section. County staff shall verify the residency of each public speaker prior to such person being heard by the board. Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed sixty (60) minutes at the First Regular Meeting, nor will this portion exceed sixty (60) minutes at the Second Regular Meeting**. In the event the 60-minute time limit is reached prior to public comments being completed, public comment will be suspended and the business portion of the BOC meeting will commence. Public comment will resume at the end of the meeting. For more information or to arrange a speaking date, contact the Clerk's Office.

COUNTY MANAGER'S ITEMS

Open & Responsible Government

25-0962 **Information Technology**

Request approval to utilize cooperative purchasing - Information Technology, City of Jacksonville, ITQ 16332-25, Consulting Services for Telecom Billing, Error Detection and Correction Management with SK2 Consulting, Inc., (Winter Park, FL) to conduct an audit to review, analyze, and reduce telecommunications expenses, contracts, and usage to ensure cost efficiency, regulatory compliance, and operational effectiveness. Compensation in the amount of 38% of the identified telecommunications cost savings, based on Fulton County's total annual telecom expenses baseline of $4,200,625.56 (AT&T - $3,374,220.24; Comcast - $826,405.32). Effective upon execution of contract for twelve months.

25-0963 **County Manager**

Presentation of the Fulton County Operational Report.

25-0964 **Finance**

Discussion: FY2026 Proposed Operating Budget.

25-0965 **Finance**

Request approval of the FY2026 Water and Sewer Budget.

25-0966 **Information Technology**

Request approval to utilize cooperative purchasing - Information Technology, NASPO ValuePoint Contract 22PSX0086AD, IT Managed Service Providers in the amount not to exceed $1,200,000.00 with uWork.com, Inc. d/b/a Covendis Technologies, Inc., (Atlanta, GA) to provide support for IT services and operation. Effective January 1, 2026 through December 31, 2026.

25-0967 **Real Estate and Asset Management**

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC #99999-001-SPD0000154-0001, Facility Maintenance Solution in the amount not to exceed $926,782.76 with CGL Facility Management, LLC (Fayetteville, GA), to provide preventive and corrective maintenance services and requested capital improvement projects (CIP) funded through the State of Georgia's capital reserve for three (3) GA DFCS facilities as follows: 1) 5710 Stonewall Tell Road, College Park, GA 30349; 2) 515 Fairburn Road SW, Atlanta, GA 30331; and 3) 1249 Donald Lee Hollowell Pkwy NW, Atlanta, GA 30318. Effective dates: January 1, 2026 through July 14, 2026.

25-0968 **Real Estate and Asset Management**

Request approval to increase spending authority - Department of Real Estate and Asset Management, 21RFP127274K-BKJ, Comprehensive Operation and Preventive and Predictive Maintenance Services for the Fulton County Jail, in an amount not to exceed $1,020,923.21 with Johnson Controls, Inc. (Atlanta, GA), to cover year-end maintenance costs associated with the maintenance operation and the Jail Blitz project at the Fulton County Jail, located at 901 Rice Street, Atlanta, GA 30318, for the remainder of FY2025. Effective upon BOC approval.

25-0969 **Human Resources Management**

Request approval to renew an existing contract - Department of Human Resources Management, 24RFP1325481B-PS, Family and Medical Leave Act (FMLA) Administration Services, in an amount not to exceed $109,796.00 with Sedgwick Claims Management, Inc. (Memphis, TN) to provide comprehensive FMLA administration for the Fulton County workforce. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026 through December 31, 2026.

25-0970 **County Manager**

Request approval to utilize cooperative purchasing - Office of the County Manager, GSA Contract 47QRAA24D001W, in an amount not to exceed $1,404,000.00 with The Whalls Group LLC, (Aliso Viejo, CA) to provide recruitment services for Detention Officers for the Fulton County Sheriff's Office. Effective dates: January 1, 2026 through December 31, 2026.

25-0971 **Purchasing and Contract Compliance**

Request approval to modify the 2025 Annual Hardware and Software Maintenance and Support List.

Arts and Libraries

25-0972 **Library**

Request approval of an MOU in the amount of $227,116.00 for fiscal year 2026 between the University of Georgia Cooperative Extension and the Fulton County Board of Commissioners to continue to provide research-based education in the areas of Agriculture and Natural Resources, Family and Consumer Sciences, 4-H and Youth Development to Fulton County citizens; and to delineate the obligations and responsibilities of the parties with respect to the shared information technology and the UGA and Fulton County employees assigned as Extension personnel. This MOU will be in substantial form of the MOU effective from 2020 through 2025 and will be effective for an initial five-year term ending December 31, 2030, with options to renew for nine additional five-year terms, and Addendum E will be updated annually to reflect and obtain BOC approval on employee salaries and related obligations.

25-0973 **Library**

Request approval of a recommended proposal - Library, 25RFP1507250B-EC, Shelf-Ready Books for Adults, Teens and Children and Lease Books for Adults for Fulton County Library System in an amount not exceed $800,000.00 with Ingram Library Services LLC, (La Vergne, TN) to provide adult, young adult, children's books, and adult best-selling lease books. Effective January 1, 2026 to December 31, 2026 with two renewal options.

Health and Human Services

25-0974 **Behavioral Health and Developmental Disabilities**

Request approval of a recommended proposal - Behavioral Health, Developmental Disabilities, 25RFP1349711A-BKJ, Qualified Block Grantee - Opioid Abatement Settlement in the total amount not to exceed $644,002.00 with (A) Ascensa Health, Inc. (Atlanta, GA) in an amount not to exceed $150,000.00; (B) Aniz, Inc. (Atlanta, GA) in an amount not to exceed $101,010.00; (C) Atlanta Harm Reduction Coalition, Inc. (Atlanta, GA) in an amount not to exceed $100,000.00; (D) Empowerment Resource Center (Atlanta, GA) in an amount not to exceed $150,000.00; (E) Mary Hall Freedom Village, Inc. (Sandy Springs, GA) in an amount not to exceed $142,992.00 to provide support a range of services related to Opioid Use Disorders (OUD), including Treatment and Recovery. This is a one-time procurement. Effective upon BOC approval.

25-0975 **Public Works**

Request approval of the lowest responsible bidder - Department of Public Works, 25ITB1482633A-JWT, Sewer System Cleaning and Manhole Camera Inspection Services in an amount not to exceed $550,000.00 with Video Industrial Services, Inc., (Atlanta, GA) to provide sewer system cleaning and manhole camera inspection services. January 1, 2026, through December 31, 2026, with two renewal options.

25-0976 **Public Works**

Request approval of lowest responsible bidder - Department of Public Works, 25ITBC1503615A-JWT, Colilert Reagent 24 and Colilert Reagent 18 Supplies, in an amount not to exceed $245,000.00 with IDEXX Distribution Inc. (Westbrook, ME), to provide chemicals for drinking water and treated wastewater analysis for use with existing County-owned lab equipment. Effective dates: January 1, 2026, through December 31, 2026, with two renewal options.

25-0977 **Public Works**

Request approval to increase the spending authority - Department of Public Works, 16RFP071816K-DJ, Operation & Maintenance Services for Camp Creek Managed Assets in an amount not to exceed $3,677,254.20 with Veolia North America - South, LLC (Atlanta, GA) to provide operation and maintenance services for the Camp Creek water reclamation facility and associated pump stations in South Fulton County.

25-0978 **Public Works**

Request approval of a recommended proposal - Public Works, 25RFP021025K-CRB, Progressive Design/Build for Boat Rock Road Sanitary Sewer Extension, Phase 1 in an amount not to exceed $637,000.00 with Garney + Gresham Smith (Atlanta, GA) to provide progressive design services necessary to deliver a 80% design drawing and a guaranteed maximum price (GMP) associated with completing the construction and design of the sanitary sewer facilities under this project. Effective upon execution of the contract for 180 days following the issuance of the Notice to Proceed.

25-0979 **Public Works**

Request approval to amend an existing contract - Department of Public Works, RFP 24RFP0808K-DB, The Progressive Design/Build for Johns Creek Environmental Campus Membrane System Replacement in an amount not to exceed $3,816,902.75 with The Ruby-Collins/Brown and Caldwell Joint Venture to provide 80% design and Guaranteed Maximum Price (GMP) formation for the Expansion and Membrane System Upgrade Project (Phase 1B) and for the design and installation of the replacement ultraviolet (UV) disinfection system (Phase 2A). Effective upon BOC approval through December 31, 2026.

25-0980 **Public Works**

Request approval to renew existing contracts - Public Works, 24RFP032724K-JA, 2024 Standby Engineering Services in the amount of $2,000,000.00, with (A) Jacobs Engineering Group Inc. (Atlanta, GA) in the amount not to exceed $500,000.00, (B) Prime Engineering, Inc. (Atlanta, GA) in an amount not to exceed $500,000.00, (C) Benchmark Management, LLC (Atlanta, GA) in the amount not to exceed $500,000.00, and (D) Gresham Smith (Atlanta, GA) in an amount not to exceed $500,000.00 to provide to provide standby engineering services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026, through December 31, 2026.

25-0981 **Public Works**

Request approval to extend an existing contract - Department of Public Works, 19RFP090419K-DB, Operation & Maintenance Service for Wastewater Facilities & Pump Stations in the North Fulton Service Area, in an amount not to exceed $5,641,222.93, with Veolia Water North America-South, LLC (Atlanta, GA) to provide reliable, uninterrupted operation of the water and wastewater system operations and maintenance management systems in the North Fulton service area for an additional 90 day period, effective January 1, 2026 through March 31, 2026.

25-0982 **Public Works**

Request approval to increase the spending authority - Department of Public Works, 19RFP090419K-DB, Operation & Maintenance Services for Wastewater Facilities & Pump Stations in the North Fulton Service Area in an amount not to exceed $1,995,238.07 with Veolia Water North America-South, LLC (Boston, MA), to provide operation and maintenance services at wastewater facilities and pump stations in North Fulton. Effective upon BOC approval.

25-0983 **Public Works**

Request approval of a recommended proposal - Department of Public Works, 25RFP06272025K-DB, Operation & Maintenance Services for Wastewater Facilities & Pump Stations in the North Fulton Service Area in an amount not to exceed $28,084,782.00 for the entire calendar year of 2026, with The Inframark-Slater Joint Venture doing business as (DBA) Fulton County Wastewater Partners ("FCWWP") (Alpharetta, GA) to provide water and wastewater system operations and maintenance management systems in the North Fulton service area. The initial term of the contract is for a five (5) year period effective January 1, 2026, through December 31, 2030, with one (1), five (5) year renewal option.

25-0984 **Senior Services**

Request approval to extend an existing contract - Senior Services, 23RFP137326A-CJC, Food Services Management in an amount not to exceed $202,874.77 with Piccadilly Holdings, LLC (Baton Rouge, LA) to continue to provide food service management and purchasing of perishable and nonperishable food items for the four senior multipurpose facilities and three training centers for an additional 60-day period. Effective dates: January 1, 2026, through March 31, 2026.

Infrastructure and Economic Development

25-0985 **Public Works**

Request approval of a Resolution authorizing execution of an Amendment to an existing Memorandum of Understanding between Fulton County, Georgia and the City of South Fulton, Georgia for the receipt and transfer of Transportation Special Purpose Local Option Sales Tax ("TSPLOST") proceeds designated for the Fulton Industrial Boulevard at Cascade Road intersection improvement at a total cost of $900,000.00 located within the City of South Fulton; and for other purposes.

Justice and Safety

25-0986 **Superior Court Administration**

Request approval to renew an existing contract - Superior Court Administration, 23RFP1208B-RT, Electronic Pretrial Monitoring Services in an amount not to exceed $2,200,000.00 with A 2nd Chance Monitoring (Marietta, GA), to provide electronic pretrial monitoring services for the County's Electronic Monitoring Program by coordinating and providing electronic monitoring services for those participants the County has determined to be eligible for pretrial electronic monitoring awaiting trial by and under the jurisdiction of the County. This action exercises the second of four renewal options. Two renewal options remain. Effective dates: January 1, 2026, through December 31, 2026.

25-0987 **Emergency Management**

Request approval to renew an existing contract - Emergency Management, Fulton County Animal Services, 23RFP052223C-MH, Animal Services in an amount not to exceed $7,440,000.00 with Lifeline Animal Project, Inc (Avondale Estates, GA) to provide animal control shelter operation services that will include all personnel, supplies, utilities, necessary insurances, and equipment for the unincorporated areas of Fulton County as well as the cities of Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton and Union City. This action exercises the first of four renewal options. Three renewal options remain. Effective dates: January 1, 2026 through December 31, 2026.

25-0988 **Emergency Management**

Request approval of an Intergovernmental Agreement (IGA) between the City of South Fulton, Georgia and Fulton County, Georgia, by which the City and the County would agree to fire protection, fire suppression, emergency medical response, community risk reduction, rescue, hazardous material response, technical rescue, ancillary fire services and support assistance, and first response non-transport emergency medical services within the specific boundaries of the unincorporated portion of Fulton County, Georgia. The IGA is effective January 1, 2026 and ending on December 31, 2026. This Agreement may renew on January 1st of each successive year for up to three (3) years. This Agreement may not be renewed or enforced beyond December 31, 2029. Renewal of this Agreement shall require written notice by both the County and the City and shall not be automatic. The County's funding obligation annually is the amount of Four Hundred Fifty-Six Thousand ($456,250.00) Two Hundred and Fifty Dollars and Zero Cents which shall be remitted to the City in monthly payments of Thirty-Eight Thousand and Twenty Dollars and Eighty-Four Cents ($38,020.84).

25-0989 **Emergency Management**

Request approval to amend an existing contract - Emergency Management, Fulton County Animal Services, 23RFP052223C-MH, Animal Services with Lifeline Animal Project, Inc (Avondale Estates, GA) to amend the existing contract to modify the scope of work; to clarify the role of the Animal Services Contract Administrator; and, to adjust compensation based on the revised scope of work; authorizing the County Attorney to approve the Amendment and related documents as to form and to make modifications thereto prior to execution. Effective January 1, 2026.

COMMISSIONERS' ACTION ITEMS

25-0892 **Board of Commissioners**

Request approval of a Resolution directing the County Manager to include on an annual basis funding in an amount not to exceed one million dollars ($1,000,000.00) for the Fulton County Veterans' Community Services Grant Program to support services and programs for veterans residing in Fulton County, Georgia; and for other purposes. **(Arrington/Barrett/Ivory) (MOTION TO APPROVE AS AMENDED FAILED ON 11/19/25 AND 12/3/25)**

25-0895 **Board of Commissioners**

Request approval of a Resolution of the Fulton County Board of Commissioners amending policies limiting the use of Fulton County staff for certain events by members of the Fulton County Board of Commissioners; and for other purposes. **(Ellis/Thorne) (HELD ON 11/19/25 AND 12/3/25)**

25-0935 **Board of Commissioners**

Request approval of a Resolution to affirm that reproductive rights are human rights; to condemn the criminalization of abortion and related services; to urge the Georgia State Legislature to repeal the six-week abortion ban that endangers lives, and for other purposes. **(Barrett) (MOTION TO APPROVE FAILED ON 12/3/25)**

25-0936 **Board of Commissioners**

Request approval of a Resolution to establish a Fulton County Women's Commission to advise the Board of Commissioners on policies, strategies, and community partnerships that advance gender equity and address the systemic barriers impacting women; and for other purposes. **(Barrett) (MOTION TO APPROVE FAILED ON 12/3/25)**

25-0937 **Board of Commissioners**

Request approval of a Resolution to establish a "Healthy Women, Healthy Families" grant program in Fulton County; to provide $1M in annual funding for the grant program to fund organizations focused on improving women's health outcomes and ensuring access to quality care; and for other purposes. **(Barrett) (MOTION TO APPROVE FAILED ON 12/3/25)**

25-0939 **Board of Commissioners**
Request approval of a Resolution by the Fulton County Board of Commissioners supporting its ability to govern local affairs and urging the Georgia General Assembly to preserve the Board of Commissioners' involvement in matters affecting Fulton County residents. **(Ivory) (MOTION TO APPROVE FAILED ON 12/3/25)**

25-0990 **Board of Commissioners**
Request approval of a Resolution authorizing the execution, delivery and performance of a Free-Standing Emergency Department contract between the Fulton DeKalb Hospital Authority and Fulton County, Georgia, along with the execution of related documents pertaining to the Authority's bond issuance, regarding the acquisition, construction, equipping and development and provision of medical services and hospital facilities for the indigent sick in Fulton County. This authorizes the use of the General funds of Fulton County, Georgia in an amount sufficient to pay its obligations under the Free-Standing Emergency Department Contract and the levy of taxes pursuant to the Hospital Authorities Law only in the event of insufficient general funds; and for other purposes. **(Pitts)**

25-0991 **Board of Commissioners**
Request approval of a Resolution adding to the 2026 Legislative Agenda an urging of members of the Georgia House of Representatives and Senate to repeal the Living Infants and Fairness Equality (Life) Act (House Bill 481); and for other related purposes. **(Pitts)**

25-0992 **Board of Commissioners**
Request approval of a Resolution to abolish fund 419, Clerk of Superior and Magistrate Court Technology Fund and fund 439 Clerk of Court Technology Fund and requiring all funds within these funds and all future revenue previously associated with these funds to be deposited into the County General Fund; and for other purposes. **(Ellis)**

25-0993 **Board of Commissioners**
Request approval of a Resolution to amend Resolution no. 22-0644 and Resolution no. 21-0282 that created and established the Fulton County Veterans' Empowerment Commission by revising its purpose and to establish funding for specific programming for veterans through existing Fulton County programs; and for other purposes. **(Ellis/Abdur-Rahman)**

25-0994 **Board of Commissioners**
Request approval of a Resolution to establish a Fulton County Tax Allocation District Advisory Committee to advise the Board of Commissioners on policies, strategies, and community partnerships that advance Fulton County's redevelopment plans pursuant to the Redevelopment Powers Law; and for other purposes. **(Ivory)**

Commissioners' Full Board Appointments

25-0995 **Board of Commissioners**
DEVELOPMENT AUTHORITY OF FULTON COUNTY

Development Authority of Fulton County, amended (#21-0337) by revising subsection 118-50, entitled "Board of Directors, Membership and Qualifications," to provide as follows: (a) The Board of Directors shall consist of a board of not less than seven and not more than nine directors to be appointed by resolution of the Fulton County Board of Commissioners. Each commissioner shall have one appointment which shall be submitted to the full Board of Commissioners for approval. Two additional members shall be "at large" members, with one member selected and nominated by the Fulton County Board of Education for final approval by the full Board of Commissioners, and the other representing member selected and nominated by the Atlanta Board of Education for final approval by the full Board of Commissioners; (b) The members of the Board of Directors shall be taxpayers residing in Fulton County; (c) The members of the Board of Directors shall not be officers or employees of Fulton County.

Term = 4 Years

Term below expired: 5/31/2025
Mike Looney **(Fulton County Board of Education)**

The Fulton County Board of Education has appointed Yngrid Huff for a Full Board appointment to a term ending May 31, 2029.

25-0996 **Board of Commissioners**
DEVELOPMENT AUTHORITY OF FULTON COUNTY

Term = 4 Years

Term below expired: 5/31/2025
Erica M. Long **(Atlanta Board of Education)**

The Atlanta Board of Education has appointed Dr. Bryan Johnson for a Full Board appointment to a term ending May 31, 2029.

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS

25-0997 **Board of Commissioners**
Discussion: Senior Exemptions. Property Tax Relief for Seniors. **(Ellis)**

EXECUTIVE SESSION

25-0998 **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.: 25-0943 **Meeting Date:** 12/17/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Proclamations for Spreading on the Minutes.

Proclamation recognizing “Live Healthy and Thrive Youth Foundation Day.” **(Barrett)**
December 6, 2025

Proclamation recognizing “Rice Memorial Presbyterian Church Appreciation Day.” **(Ivory)**
December 6, 2025

Proclamation recognizing “Teenz On Point Appreciation Day.” **(Arrington)**
December 6, 2025

Proclamation recognizing “Councilman Donald Mitchell Appreciation Day.” **(Ellis)**
December 8, 2025

Proclamation recognizing “Ballethnic Dance Company Appreciation Day.” **(Arrington)**
December 10, 2025

Proclamation recognizing “Georgia Business Council Appreciation Day.” **(Pitts)**
December 11, 2025

Proclamation recognizing “Eagle Scout Sam Ansley Appreciation Day.” **(Thorne)**
December 13, 2025

Proclamation recognizing “Eagle Scout Vaideesh Kudumuri Appreciation Day.” **(Thorne)**
December 13, 2025

Proclamation recognizing “Eagle Scout Aryan Shetty Appreciation Day.” **(Thorne)**
December 13, 2025

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0945 **Meeting Date:** 12/17/2025

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew existing contracts - Finance, REQ1523146C-JNJ, Business Occupational Tax Certificate & Audit Services in the amount not to exceed $10,000.00 with Avenu Insight Analytics, LLC (Birmingham, AL) to provide business license collection services for Fulton Industrial District for an additional one-year period effective January 1, 2026 through December 31, 2026.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract & necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forward 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

Scope of Work: The Finance Department is requesting renewal of this contract in order to provide Business Occupational Tax Certificate and Audit Services for the 2026 calendar year.

Community Impact: There is no Community Impact.

Agenda Item No.: 25-0945 **Meeting Date:** 12/17/2025

Department Recommendation: Department recommends approval.

Project Implications: NA

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	102-369	1/1/2025	$4,725.00
1st Renewal			$10,000.00
Total Revised Amount			$14,725.00

Contract & Compliance Information

Contract Value: **$10,000.00**

Prime Vendor: **Avenu Insite Analytics, LLC**
Prime Status: **Non-Minority**
Location: **Birmingham, AL**
County: **Jefferson County**
Prime Value: **$10,000.00 or 100.00%**

Total Contract Value: **$10,000.00 or 100.00%**
Total Certified Value: **$0.00 or 0.00%**

Exhibits Attached

Exhibit 1: Contract Renewal Form
Exhibit 2: Performance Evaluation
Exhibit 3: Contract Renewal Evaluation Form

Fiscal Impact / Funding Source

Funding Line 1:

301-210-2458-1160: South Fulton Special Services District, Finance, Professional Services - $10,000.00 (pending approval of the FY2026 budget)

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

Cost Adjustment: $10,000	**Renewal Terms**: Click here to enter text.

Overall Contractor Performance Rating: 79

Would you select/recommend this vendor again?
Yes

Report Period Start: **3/31/2025**

Report Period End: **9/29/2025**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Finance

BID/RFP# NUMBER: REQ1398314C-JNJ

BID/RFP# TITLE: Business Occupational Tax Certificate & Audit Services

ORIGINAL APPROVAL DATE: 04/14/2025

RENEWAL EFFECTIVE DATES: January 1, 2026 – December 31, 2026

RENEWAL OPTION #: 1 OF 3

NUMBER OF RENEWAL OPTIONS: 3

RENEWAL AMOUNT: $10,000.00

COMPANY'S NAME: Avenu Insights & Analytics, LLC

ADDRESS: 5860 Trinity Pkwy Ste 120

CITY: Centreville

STATE: VA

ZIP: 20120

This Renewal Agreement No. **1** was approved by the BOC on **DATE: _____**
BOC#_____.

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor 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

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

Ray Turner
Interim Finance Director

Avenue Insights & Analytics

Paul Colangelo
CEO

ITEM#: _____ RM: _____	**ITEM#: _____ 2ND RM: _____**
REGULAR MEETING	**SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	Click here to enter a date. 10/29/2025
Department:	Click here to enter text. Finance
Contract Number:	Click here to enter text. REQ1523146C-JNJ
Contract Title:	Click here to enter text. Business Occupational Tax Certificate & Audit Services

Instructions:

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

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

   Click here to enter text.
   None as this is a contractua

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

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

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

Explanation / Notes:

Click here to enter text.

☐ **Market Survey of other jurisdictions:**

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	
Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	☐ Yes ☐ No

Are they aware of a reduction in pricing in this industry?	☐ Yes ☐ No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

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

Click here to enter text.
As the unincorporated portic

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

Click here to enter text.
$4,725

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

Was it part of the initial contract? ☐ Yes ☑ No

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

Explanation / Notes:

Click here to enter text.

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

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

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

Click here to enter text.
Loss of revenue for alcohol

Performance Evaluation Details

ID	E1
Project	Business Occupational Tax Certificate & Audit Svc
Project Number	REQ1398314C-JNJ
Supplier	Avenu Insights and Analytics
Supplier Project Contact	Daniel Wurz (preferred language: English)
Performance Program	Professional Services
Evaluation Period	03/31/2025 to 09/29/2025
Effective Date	10/30/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/30/2025 08:35 AM EDT
Completion Date	10/30/2025 08:35 AM EDT
Evaluation Score	79

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT **17/20**

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments *Not Specified*

SCHEDULE **14/20**

Rating

Satisfactory: Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

Comments The work met our satisfaction.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **17/20**

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments *Not Specified*

COMMUNICATIONS AND CO-OPERATION **14/20**

Rating

Satisfactory: Satisfactory response to the User Department's requests and changes; Consultant involved in developing solutions and ensures prompt and appropriate action.

Comments The work met our satisfaction.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **17/20**

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0946 **Meeting Date:** 12/17/2025

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Ratification of November 2025 Grants Activity Report.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Grants Policy A(10): All grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners' First and Second meetings. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

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

The Fulton County November 2025 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period November 1, 2025 - November 30, 2025.

Fulton County departments report the following grants activity:

- Applications Submitted/Pending: _9_ ($7,610,361.36 + $233,896.80 Cash Match)
- Applications Awarded: __0__ ($0 + $0 Cash Match)

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

- Justice and Safety
- Health and Human Services

The Fulton County November 2025 Grants Activity Report (GAR)-Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through November 30, 2025. Fulton County departments report the following grants activity:

- Total Applications Submitted/Pending: _53_ ($165,291,541.31 + $530,962.89 Cash Match)
- Total Applications Awarded: 20_ ($6,858,594.24 + $1,095,176.76 Cash Match)
- Total Grant Applications Denied: _1__ ($375.00.00 + No Cash Match)

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

FULTON COUNTY FY2025
GRANTS ACTIVITY REPORT
November 2025

Presented to:
Fulton County Board of Commissioners
Wednesday, December 17, 2025
Second Meeting

Provided by: Fulton County Finance Department, Grants Administration Division

FULTON COUNTY

Exhibit 1: Board Grants Ratification Summary

Grants Submitted and/or Awarded

November 1, 2025 - November 30, 2025

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

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2025 November 2025 Grants Activity Report

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

Grant Applications Submitted and/or Awarded November 1, 2025 Through November 30, 2025 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
JUSTICE AND SAFETY							
District Attorney	Criminal Justice Coordinating Council	S.T.O.P. Violence Against Women	Request approval to apply and accept a repeat grant from the Criminal Justice Coordinating Council in the amount of $100,000.00 to support the Domestic Violence Unit that provides salary and benefits of two (2) victim advocates that implement lethality assessments and support services to Fulton County citizens that are going through the pre and post indictment process after being a victim of violence. There is a required in-kind match of $33,000.00 that will be used for salary and benefits of staff. The grant period is from January 1, 2026 through December 31, 2026. No County Cash Match	$ 100,000.00	$ -	Pending	$ 7,033.42
District Attorney	Criminal Justice Coordinating Council	Family Justice Center	Request approval to apply and accept a repeat grant from the Criminal Justice Coordinating Council in the amount of $91,930.00 to support the salary and benefits of a site coordinator, who will provide oversight of strategic planning, build partnership and manage logistical details to establish a Family Justice Center. This also includes the oversight of all administrative functions, fiscal compliance and implement efficient center operations. The grant period from July 1, 2025 through December 31, 2025. No County Cash Match	$ 91,930.00	$ -	Pending	$ 155,903.00
District Attorney	Criminal Justice Coordinating Council	Family Justice Center	Request approval to apply and accept a repeat grant from the Criminal Justice Coordinating Council in the amount of $133,384.00 to support the salary and benefits of a site coordinator, who will oversee strategic planning, build partnership and manage logistical details to establish a Family Justice Center. This also includes the oversight of all administrative functions, fiscal compliance and implement efficient center operations. The grant period from January 1, 2026 through December 31, 2026. No County Cash Match	$ 133,384.00	$ -	Pending	$ 91,130.00
District Attorney	Department of Justice	Conviction and Integrity Unit	Request approval to apply and accept a new grant from the Department of Justice in the amount of $1,000,000.00 to support post conviction testing of DNA evidence. The Conviction and Integrity Unit will address cases and evidence, which has been found and previously lost. The grant period is from October 1, 2025 through September 30, 2028. No County Cash Match	$ 1,000,000.00	$ -	Pending	N/A
District Attorney	Department of Justice	Community Based Violence Intervention and Prevention Initiative	Request approval to apply and accept a repeat grant from the Department of Justice in the amount of $2,000,000.00 to support the Reduce Recidivism Unit. The unit will cover salary and benefits of staff that will track repeat offenders, gaps in services, coordinate and assist efforts with the police departments in Fulton County cities. Services will be coordinated with community based agencies to provide therapy and navigation services to address prevention and intervention strategies for issues of hunger, homelessness and substance abuse addiction. The grant period is from October 1, 2025 through September 30, 2029. No County Cash Match	$ 2,000,000.00	$ -	Pending	$ 246,310.00
District Attorney	Department of Justice	Conviction and Integrity Unit	Request approval to apply and accept a new grant from the Department of Justice in the amount of $500,000.00 to support the salary and benefits of staff working in the Cold Case Unit on violent crime cold cases. The unit will increase the number of violent cold case crimes reviewed and investigated for potential prosecution and/or case resolution. The grant period is from October 1, 2025 through September 30, 2028. No County Cash Match	$ 500,000.00	$ -	Pending	N/A

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2025 November 2025 Grants Activity Report

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

Grant Applications Submitted and/or Awarded November 1, 2025 Through November 30, 2025 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
District Attorney	Georgia Emergency Management and Homeland Security Agency	Training and Body Armor Program	Request approval to apply and accept a new grant from the Emergency Management and Homeland Security Agency in the amount of $58,136.00 to support the Departments training program for post certified investigators and the purchase of VR hardware Kits and bullet proof vests. The grant period is from November 1, 2025 through December 31, 2026. No County Cash Match	$ 58,136.00	$ -	Pending	N/A
			Subtotal:	**$ 3,883,450.00**	**$ -**		
HEALTH AND HUMAN SERVICES							
Senior Services	Atlanta Regional Commission	Atlanta Regional Commission (ARC) Aging and Independence Services	Request approval to apply and accept a repeat grant from the Atlanta Regional Commission in the amount of $3,719,911.36. Funding will be used to support Senior Services and provisions of the Older American Act, which provides the planning and coordination of aging services that include managing the Neighborhood Senior Centers, Home Delivered Meals, Congregate Meals, Case Management Services, Volunteer Services and In-Home Services, which includes Personal Care, Homemaker and Respite Services for Fulton County Citizens aged 60 and above. The grant requires a cash match of $233,896.80, which is within the Department's FY26 projected budget. The grant period is from July 1, 2026 through June 30, 2028. County Cash Match: $233,896.80	$ 3,719,911.36	$ 233,896.80	Pending	$3,848,413.63
Senior Services	National Council on Aging	NCOA/AT&T Technology Literacy Grant	Request approval to apply and accept a new grant from the National Aging on Council in the amount of $7,000.00 to support the facilitation of providing access to technology for seniors and increasing their knowledge and skills to stay safe online. The Department will conduct trainings at Senior Multipurpose Facilities and Neighborhood Senior Centers using the NCOA/AT&T curriculum, and introduce its Avoid Cyber Threats, free online training to 100 seniors between Dec. 1, 2025 – May 31, 2026. The grant period is from December 1, 2025 through May 31, 2026. No County Cash Match	$7,000.00	$ -	Pending	N/A
			Subtotal:	**$ 3,726,911.36**	**$ 233,896.80**		
ARTS AND LIBRARIES							
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT							
OPEN AND RESPONSIBLE GOVERNMENT							
REGIONAL LEADERSHIP							
			TOTAL:	**$ 7,610,361.36**	**$ 233,896.80**		

FULTON COUNTY

Exhibit 2: All Grants Activity

Cumulative Through November 30, 2025

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

EXHIBIT 2: ALL GRANTS ACTIVITY
CUMULATIVE & CURRENT PERIOD (AS OF November 30, 2025)

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

ALL GRANTS ACTIVITY

All Grants	Prior Period Grants	Prior Period Funds	Current Period Grants: 11/1/2025-11/30/2025	Current Period Funds: 11/1/2025-11/30/2025	Cumulative Total Grants	Cumulative Total Funds
Grants Pending^	44	$ 157,681,179.95	9	$ 7,610,361.36	**53**	$ 165,291,541.31
Grants Awarded	**20**	$ 6,858,594.24	**0**	$ -	**20**	**$ 6,858,594.24**
Grants Denied	1	$ 375,000.00	0	$ -	1	$ 375,000.00
Cash Match Requested-2025	-	$ 1,392,242.85	-	$ 233,896.80	-	$ 1,626,139.65
Total:	**65**	**$ 166,307,017.04**	**9**	**$ 7,844,258.16**	**74**	**$ 174,151,275.20**

ALL GRANTS AWARDED, NEW VS. RENEWAL

All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 11/1/2025-11/30/2025	Current Period Funds: 11/1/2025-11/30/2025	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	4	$ 1,015,285.00	0	$ -	4	$ 1,015,285.00
Renewal/Repeat Grant Awards	16	$ 5,843,309.24	0	$ -	16	$ 5,843,309.24
Total:	**20**	**$ 6,858,594.24**	**0**	**$ -**	**20**	**$ 6,858,594.24**

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA

All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 11/1/2025-11/30/2025	Current Period Funds: 11/1/2025-11/30/2025	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards*	4	$ 3,514,616.50	0	$ -	4	$ 3,514,616.50
Formula Grant Awards^^	16	$ 3,343,977.74	0	$ -	16	$ 3,343,977.74
Total:	**20**	**$ 6,858,594.24**	**0**	**$ -**	**20**	**$ 6,858,594.24**

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

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

*A correction was made on the August 2025 Grants Activity Report for the District Attorney, the purpose area has been changed from "Comprehensive Approach to Unsubmitted Sexual Assault Kits" to "VOCA - Victims of Crime Act."

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0947 **Meeting Date:** 12/17/2025

Department
External Affairs

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Department of External Affairs 23RFP081423A-KM, External Grant Writing & Support Services in an amount not to exceed $80,000.00 with Strategic Funding Group, Inc. (Atlanta, GA) to provide External Grant Writing Services. This action exercises the second of two renewal options. No renewal options remain. Effective January 1, 2026 through December 31, 2026.

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

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background The Department of External Affairs recommends approval of this contract, which will provide external grant writing and support services.

Scope of Work: Consultant will coordinate grants and related research; review existing program materials relevant to programmatic goals; meet and interface with internal staff on grant requirements; and conduct

Community Impact: Grant funding augments and leverages General Fund greater community impact for County Programs and services.

Department Recommendation: Approve contract renewal #2.

Project Implications: Millions in grant funding for the County.

Community Issues/Concerns: Contract addresses County supports to community social service needs.

Department Issues/Concerns: Addresses multi-departmental needs for technical, expert support.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	102-369	01/01/2024	$80,000.00
1st Renewal	24-0774	11/20/2024	$80,000.00
2nd Renewal			**$80,000.00**
Total Revised Amount			$240,000.00

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

Contract Value: **$80,000.00**

Prime Vendor: **Strategic Funding Group, Inc.**
Prime Status: **White Female Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$80,000.00 or 100.00%**

Total Contract Value: **$80,000.00 or 100.00%**
Total Certified Value: **$80,000.00 or 100.00%**

Exhibits Attached

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Contract Renewal Evaluation Form
Exhibit 3: Performance Evaluation

Contact Information

Jessica Corbitt, Director of External Affairs, 404-612-8303

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$80,000.00
Previous Adjustments:	$80,000.00
This Request:	$80,000.00
TOTAL:	$240,000.00

Fiscal Impact / Funding Source

Funding Line 1:

100-130-1305-1160, General, External Affairs, Professional Services, $80,000

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment: .	**Renewal/Extension Terms**: N renewal options remaining.

Overall Contractor Performance Rating:100

Would you select/recommend this vendor again?
Yes

Report Period Start: **1/1/2026**

Report Period End: **12/31/2026**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: External Affairs

BID/RFP# NUMBER: 23RFP081423A-KM

BID/RFP# TITLE: External Grant Writing & Support Services

ORIGINAL APPROVAL DATE: 12/20/2023

RENEWAL EFFECTIVE DATES: January 1, 2026 – December 31, 2026

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $80,000.00

COMPANY'S NAME: Strategic Funding Group

ADDRESS: 1266 West Paces Ferry Road NW #173

CITY: Atlanta

STATE: Georgia

ZIP: 30327

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

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	STRATEGIC FUNDING GROUP
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Leah Tennille** **CEO**

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

Jessica A. Corbitt, Director
Department of External Affairs

ITEM#: _____ RM: _____ **REGULAR MEETING**	**ITEM#: _____ 2ND RM: _____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	Click here to enter a date.
Department:	Click here to enter text.
Contract Number:	Click here to enter text.
Contract Title:	Click here to enter text.

Instructions:

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

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

   Click here to enter text.

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

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

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

Explanation / Notes:

Click here to enter text.

☐ **Market Survey of other jurisdictions:**

Date contacted:		
Jurisdiction Name / Contact name:		
Date of last purchase:		
Price paid:		
Inflation rate:		
Adjusted price:		
Percent difference between past purchase price and renewal price:		
Are they aware of any new vendors?	☐ **Yes**	☐ **No**

Are they aware of a reduction in pricing in this industry?	☐ Yes ☐ No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

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

Click here to enter text.

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

Click here to enter text.

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

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

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

Explanation / Notes:

Click here to enter text.

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

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

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

Click here to enter text.

Performance Evaluation Details

ID	E6
Project	External Grant Writing & Support Services
Project Number	23RFP081423A-KM
Supplier	Strategic Funding Group
Supplier Project Contact	Leah Tennille (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/27/2025 to 10/26/2025
Effective Date	11/21/2025
Evaluation Type	Formal
Interview Date	11/21/2025
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/21/2025 05:26 PM EST
Completion Date	11/21/2025 05:26 PM EST
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT **20/20**

Rating

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

Comments Strategic Funding Group has worked well with Fulton County's departments in preparation and submittal of grant applications. Their expertise has been particularly helpful during a rapidly changing federal grant landscape.

SCHEDULE **20/20**

Rating

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

Comments Strategic Funding Group develops timelines for each grant development project and has strong project management protocols.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **20/20**

Rating

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

Comments Strategic Funding Group has developed numerous complex grant documents, including narrative development and review, collection of letters of support, and development of project budgets and timelines.

COMMUNICATIONS AND CO-OPERATION **20/20**

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments Strategic Funding Group has supported numerous grants requiring the to quickly establish open lines of communication with front line departments.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **20/20**

Rating

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

Comments Strategic Funding Group has done an outstanding job of adhering to all contract requirements.

GENERAL COMMENTS

Comments *Not Specified*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0948 **Meeting Date:** 12/17/2025

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Water Easement Dedication of 48,158.2 square feet to Fulton County, a political subdivision of the State of Georgia, from Toll Southeast LP Company, Inc., for the purpose of constructing the Emberly Subdivision Project at 1000 Lexington Farm Drive, Alpharetta, Georgia 30004.

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

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

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

service line connection is being made before recording the Final Plat. The easement area to be conveyed consists of 48,158.2 square feet and is located in Land Lots 1248 & 1249 of the 2nd District, 2nd Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name : Emberly Subdivision
Tax Parcel Identification No.: 22 466012490253 & 22 450012480506
Land Disturbance Permit No.: WRN24-024
Zoning/Special Use Permit No.: _____
(if applicable)

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

WATER LINE EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 10th day of September, 20 25, between Toll Southeast LP Company, Inc., a corporation duly organized under the laws of the State of Delaware, party of the first part (hereinafter referred to as Grantor) and FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of $1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 1248 & 1249, 2nd Section (if applicable) of District 2, Fulton County, Georgia, and more particularly described as follows: To wit:

Emberly Subdivision

Project Name

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

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

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

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

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

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

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

Signed, sealed and delivered this 10th day of September, 20 25 in the presence of:

Witness / JACOB PONTIUS

Notary Public

[NOTARIAL SEAL]

LISA MIRANDA
NOTARY PUBLIC
COBB COUNTY, GA
MY COMMISSION EXPIRES
DECEMBER 19 2026

GRANTOR: Toll Southeast LP Company, Inc
Corporate Name

By:

Print Name: S.R. CROWE

Title: VICE PRESIDENT

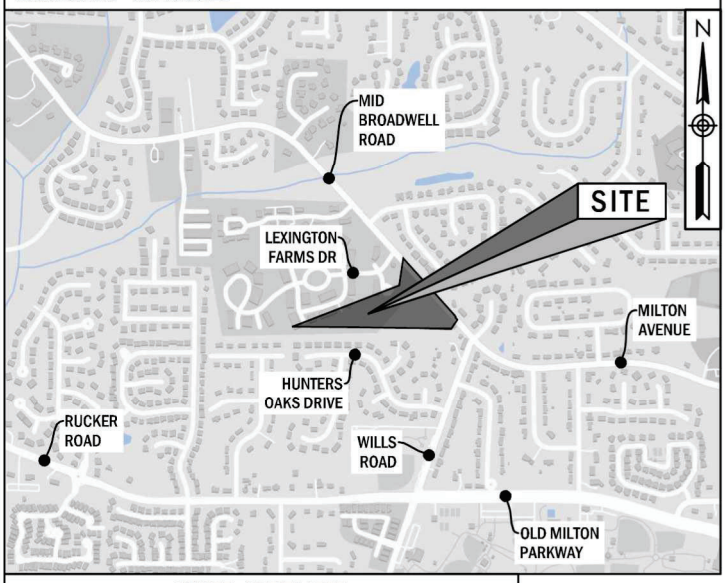
By:

Print Name: ERIC White

Title: Division President

[CORPORATE SEAL]

LOCATION MAP - NOT TO SCALE



SITE DATA	
ADDRESS:	MID BROADWELL ROAD ALPHARETTA, GA 30005
TAX PARCEL ID:	22 466012490253 & 22 450012480506
ALPHARETTA LDP #:	D230012
FINAL PLAT CASE #:	FP250002

WATER EASEMENT AREA NOTE

WATER LINE EASEMENT HAS A TOTAL OF 48,158.2 SQUARE FEET (1.105 ACRES)

ENCROACHMENT TABLE	
SANITARY SEWER PIPE -	119 LF
18"RCP STORM PIPE -	194 LF
12"HDPE STORM PIPE -	20 LF
18"HDPE STORM PIPE -	30 LF
24"RCP STORM PIPE -	34 LF
30"RCP STORM PIPE -	3 LF
42"HDPE STORM PIPE -	15 LF
48"RCP STORM PIPE -	20 LF
TOTAL STORM PIPE -	316 LF
SINGLE WING CATCH BASINS -	5
DOUBLE WING CATCH BASINS -	2
HOODED CATCH BASIN -	1
JUNCTION BOX -	1

OWNER / DEVELOPER

TOLL SOUTHEAST LP COMPANY, INC
4080 MCGINNIS FERRY ROAD
ALPHARETTA, GA 30005
PHONE: 678.699.1403
CONTACT: J.R. CROWE
EMAIL: JCROWE1@TOLLBROTHERS.COM

CONTRACTOR

A.L. GRADING CONTRACTORS
110 PEACHTREE INDUSTRIAL BLVD
SUGAR HILL, GA 30518
PHONE: 770.945.5059
CONTACTS: BLAKE WOOD / DAVID ARMENTA
EMAILS: BLAKE@ALGC.NET / DAVID@ALGC.NET

ENGINEER

KIMLEY HORN AND ASSOCIATES, INC
1200 PEACHTREE STREET NE, SUITE 800
ATLANTA, GA 30309
PHONE: 404.419.8700
CONTACT: BENJAMIN W. SKIDMORE
EMAIL: BEN.SKIDMORE@KIMLEY-HORN.COM

SURVEYOR

PAPE-DAWSON GEORGIA, LLC
NORTHWINDS III
2500 NORTHWINDS PKWY, SUITE 360
ALPHARETTA, GA 30009
PHONE: 404.693.1618
CONTACT: DENVER YOUNGBLOOD
EMAIL: DENVER.YOUNGBLOOD@PAPE-DAWSON.COM

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 66°38'33"W	139.48'
L2	N 00°59'30"E	20.00'
L3	N 00°59'30"E	56.70'
L4	N 47°49'15"E	20.00'
L5	N 47°49'15"E	55.00'
L6	N 42°10'45"W	8.50'
L7	N 47°57'39"E	25.62'
L8	S 42°02'21"E	108.02'
L9	S 47°57'39"W	21.92'
L10	N 42°10'45"W	12.03'
L11	S 47°49'15"W	21.56'
L12	N 42°10'45"W	20.00'
L13	N 47°49'15"E	21.56'
L14	N 42°10'45"W	47.51'
L15	S 47°49'15"W	58.43'
L16	S 47°49'15"W	57.51'
L17	N 42°10'45"W	20.00'
L18	N 47°49'15"E	37.51'
L19	S 47°49'15"W	55.46'
L20	S 42°10'45"E	46.00'
L21	S 47°49'15"W	13.17'
L22	N 42°10'45"W	46.00'
L23	S 47°49'15"W	34.83'
L24	S 42°10'45"E	46.00'
L25	S 47°49'15"W	13.17'
L26	N 42°10'45"W	46.00'
L27	S 47°49'15"W	60.18'
L28	S 89°00'30"E	20.00'
L29	N 00°59'30"E	56.70'
L30	S 42°11'05"E	46.00'
L31	N 47°49'15"E	13.18'
L32	N 42°11'05"W	46.00'
L33	N 47°49'15"E	87.91'
L34	N 42°10'45"W	7.39'
L35	S 47°49'15"W	30.83'
L36	S 42°10'45"E	7.39'
L37	S 47°49'15"W	14.15'

CURVE TABLE				
CURVE	BEARING	RADIUS	ARC	CHORD
C1	N 24°24'22"E	133.50'	109.11'	106.10'
C2	S 69°24'22"W	86.50'	65.18'	63.64'
C3	N 24°24'22"E	113.50'	92.77'	90.21'
C4	S 69°24'22"W	66.50'	50.11'	48.93'

PAPE-DAWSON GEORGIA, LLC
CERTIFICATE OF AUTHORIZATION # LSF000953

GEORGIA REGISTERED No. 3620 10-22-25 LAND SURVEYOR JAMES T. DOTSON

SHEET 1 OF 7

PAPE-DAWSON

2500 NORTHWINDS PKWY, STE 360 I ALPHARETTA, GA 30009 I 404.693.1618

DRAWN BY:	JTD/KR
DATE:	10-22-2025
JOB NO.:	2024-151
SCALE:	AS SHOWN

WATER LINE EASEMENT EXHIBIT

FOR EMBERLY SUBDIVISION - PREPARED FOR

TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY

LOCATED IN LAND LOTS 1248 AND 1249, 2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GA

LEGAL DESCRIPTION - EMBERLY SUBDIVISION - WATER LINE EASEMENT

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 1248 AND 1249 OF THE 2ND LAND DISTRICT, 2ND SECTION OF FULTON COUNTY, THE CITY OF ALPHARETTA, GEORGIA, CONTAINING 1.105 ACRES (48,158.2 SF) AND BEING MORE PARTICULARLY DESCRIBED AS A "WATER LINE EASEMENT" ON A WATER LINE EASEMENT EXHIBIT FOR EMBERLY SUBDIVISION, PREPARED FOR TOLL SOUTHEAST LP COMPANY, INC AND FULTON COUNTY, PREPARED BY PAPE-DAWSON GEORGIA, LLC, DATED 10-22-2025, WHICH READS AS FOLLOWS:

COMMENCING AT A POINT LOCATED AT THE LAND LOT CORNER COMMON TO LAND LOTS 1248, 1249, 1272, AND 1273; THENCE NORTH 66°38'33" WEST ALONG A TIE LINE A DISTANCE OF 139.48' TO A POINT, WHICH IS THE POINT OF BEGINNING.

BEGINNING AT SAID POINT; THENCE NORTH 00°59'30" EAST A DISTANCE OF 20.00' TO A POINT; THENCE SOUTH 89°00'30" EAST A DISTANCE OF 594.84' TO A POINT; THENCE NORTH 00°59'30" EAST A DISTANCE OF 56.70' TO A POINT; THENCE NORTH 24°24'22" EAST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=109.11', RADIUS=133.50') WHICH SUBTENDS A CHORD DISTANCE OF 106.10' TO A POINT; THENCE NORTH 47°49'15" EAST A DISTANCE OF 245.50' TO A POINT; THENCE NORTH 42°10'45" WEST A DISTANCE OF 160.29' TO A POINT; THENCE NORTH 47°49'15" EAST A DISTANCE OF 20.00' TO A POINT; THENCE SOUTH 42°10'45" EAST A DISTANCE OF 146.62' TO A POINT; THENCE NORTH 47°49'15" EAST A DISTANCE OF 55.00' TO A POINT; THENCE NORTH 42°10'45" WEST A DISTANCE OF 8.50' TO A POINT; THENCE NORTH 47°57'39" EAST A DISTANCE OF 25.62' TO A POINT LOCATED ON THE SOUTHWESTERN RIGHT-OF-WAY OF MID-BROADWELL ROAD (R/W VARIES); THENCE ALONG THE SOUTHWESTERN RIGHT-OF-WAY OF MID-BROADWELL ROAD (R/W VARIES) SOUTH 42°02'21" EAST A DISTANCE OF 108.02' TO A POINT; THENCE LEAVING THE SOUTHWESTERN RIGHT-OF-WAY OF MID-BROADWELL ROAD (R/W VARIES) SOUTH 47°57'39" WEST A DISTANCE OF 21.92' TO A POINT; THENCE NORTH 42°10'45" WEST A DISTANCE OF 12.03' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 21.56' TO A POINT; THENCE NORTH 42°10'45" WEST A DISTANCE OF 20.00' TO A POINT; THENCE NORTH 47°49'15" EAST A DISTANCE OF 21.56' TO A POINT; THENCE NORTH 42°10'45" WEST A DISTANCE OF 47.51' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 58.43' TO A POINT; THENCE SOUTH 42°10'45" EAST A DISTANCE OF 450.02' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 57.51' TO A POINT; THENCE NORTH 42°10'45" WEST A DISTANCE OF 20.00' TO A POINT; THENCE NORTH 47°49'15" EAST A DISTANCE OF 37.51' TO A POINT; THENCE NORTH 42°10'45" WEST A DISTANCE OF 165.35' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 55.46' TO A POINT; THENCE SOUTH 42°10'45" EAST A DISTANCE OF 46.00' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 13.17' TO A POINT; THENCE NORTH 42°10'45" WEST A DISTANCE OF 46.00' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 34.83' TO A POINT; THENCE SOUTH 42°10'45" EAST A DISTANCE OF 46.00' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 13.17' TO A POINT; THENCE NORTH 42°10'45" WEST A DISTANCE OF 46.00' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 60.18' TO A POINT; THENCE SOUTH 69°24'22" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=65.18', RADIUS=86.50') WHICH SUBTENDS A CHORD DISTANCE OF 63.64' TO A POINT; THENCE NORTH 89°00'30" WEST A DISTANCE OF 813.33' TO A POINT, WHICH IS THE POINT OF BEGINNING. SAID TRACT OR PARCEL HAVING AN AREA OF 2.67 ACRES (116,316.2 SF)

LESS AND EXCEPT THE FOLLOWING AREA CONTAINING 1.565 ACRES (68,158.0 SF)

COMMENCING AT A POINT LOCATED AT THE LAND LOT CORNER COMMON TO LAND LOTS 1248, 1249, 1272, AND 1273; THENCE NORTH 00°59'30" EAST A DISTANCE OF 20.00' TO A POINT; THENCE SOUTH 89°00'30" EAST A DISTANCE OF 594.84' TO A POINT; THENCE SOUTH 89°00'30" EAST ALONG A TIE LINE A DISTANCE OF 20.00' TO A POINT, WHICH IS THE POINT OF BEGINNING.

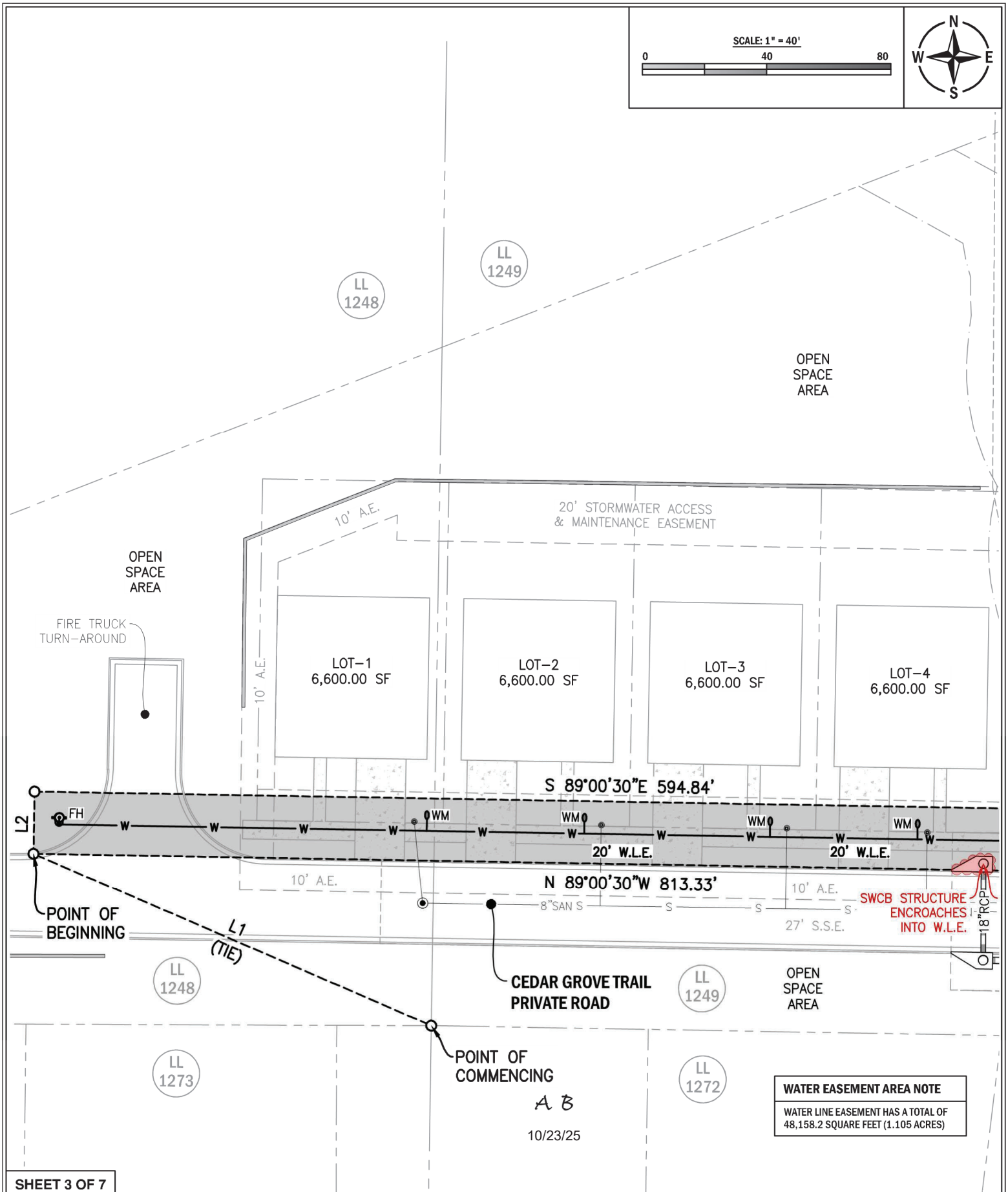
BEGINNING AT SAID POINT; THENCE NORTH 00°59'30" EAST A DISTANCE OF 56.70' TO A POINT; THENCE NORTH 24°24'22" EAST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=92.77', RADIUS=113.50') WHICH SUBTENDS A CHORD DISTANCE OF 90.21' TO A POINT; THENCE NORTH 47°49'15" EAST A DISTANCE OF 144.42' TO A POINT; THENCE SOUTH 42°11'05" EAST A DISTANCE OF 46.00' TO A POINT; THENCE NORTH 47°49'15" EAST A DISTANCE OF 13.18' TO A POINT; THENCE NORTH 42°11'05" WEST A DISTANCE OF 46.00' TO A POINT; THENCE NORTH 47°49'15" EAST A DISTANCE OF 87.91' TO A POINT; THENCE SOUTH 42°10'45" EAST A DISTANCE OF 231.00' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 131.82' TO A POINT; THENCE NORTH 42°10'45" WEST A DISTANCE OF 7.39' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 30.83' TO A POINT; THENCE SOUTH 42°10'45" EAST A DISTANCE OF 7.39' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 14.15' TO A POINT; THENCE SOUTH 69°24'22" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=50.11', RADIUS=66.50') WHICH SUBTENDS A CHORD DISTANCE OF 48.93' TO A POINT; THENCE NORTH 89°00'30" WEST A DISTANCE OF 198.49' TO A POINT, WHICH IS THE POINT OF BEGINNING.

SAID EASEMENT IS LOCATED ENTIRELY WITHIN FULTON COUNTY TAX PARCEL ID NUMBERS 22 466012490253 & 22 450012480506

PAPE-DAWSON
2500 NORTHWINDS PKWY, STE 360 I ALPHARETTA, GA 30009 I 404.693.1618

DRAWN BY:	JTD/KR
DATE:	10-22-2025
JOB NO.:	2024-151
SCALE:	AS SHOWN

WATER LINE EASEMENT EXHIBIT
FOR EMBERLY SUBDIVISION - PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY
LOCATED IN LAND LOTS 1248 AND 1249, 2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GA



SHEET 3 OF 7

PAPE-DAWSON

2500 NORTHWINDS PKWY, STE 360 | ALPHARETTA, GA 30009 | 404.693.1618

DRAWN BY:	JTD/KR
DATE:	10-22-2025
JOB NO.:	2024-151
SCALE:	1" = 40'

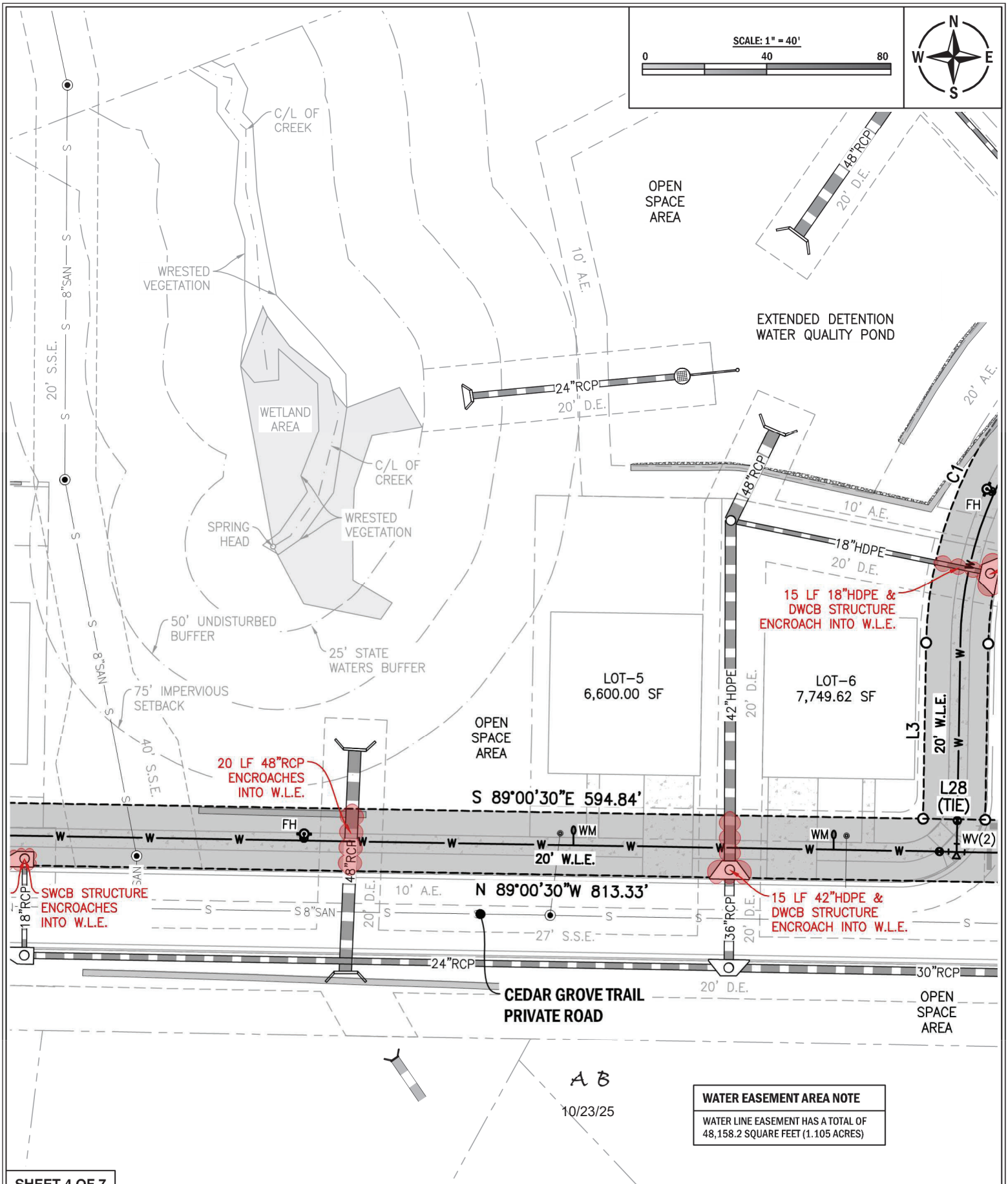
WATER LINE EASEMENT EXHIBIT

FOR EMBERLY SUBDIVISION - PREPARED FOR

TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY

LOCATED IN LAND LOTS 1248 AND 1249, 2ND DISTRICT, 2ND SECTION

CITY OF ALPHARETTA, FULTON COUNTY, GA



WATER EASEMENT AREA NOTE
WATER LINE EASEMENT HAS A TOTAL OF 48,158.2 SQUARE FEET (1.105 ACRES)

SHEET 4 OF 7

PAPE–DAWSON

2500 NORTHWINDS PKWY, STE 360 I ALPHARETTA, GA 30009 I 404.693.1618

DRAWN BY:	JTD/KR
DATE:	10-22-2025
JOB NO.:	2024-151
SCALE:	1" = 40'

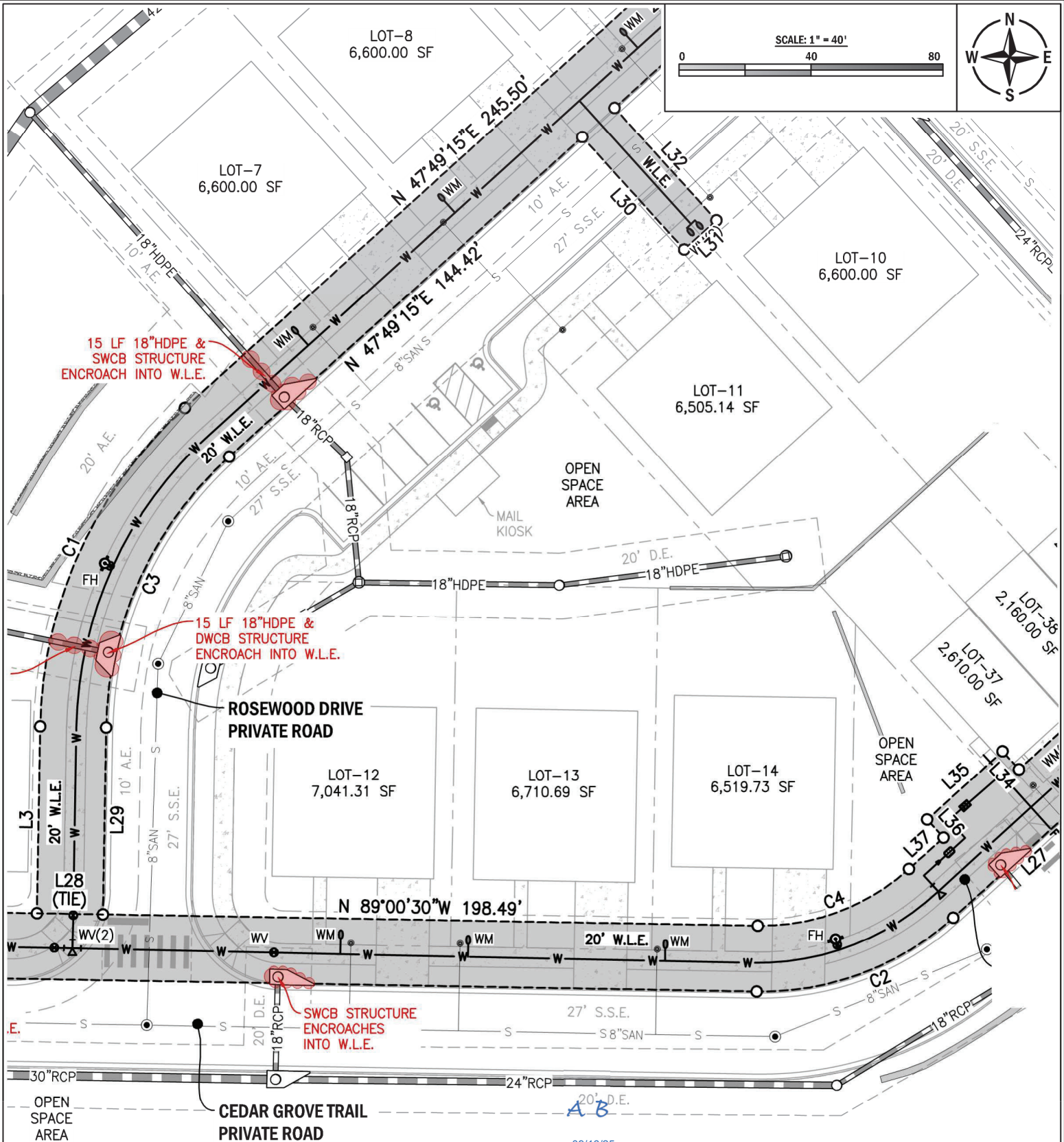
WATER LINE EASEMENT EXHIBIT

FOR EMBERLY SUBDIVISION - PREPARED FOR

TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY

LOCATED IN LAND LOTS 1248 AND 1249, 2ND DISTRICT, 2ND SECTION

CITY OF ALPHARETTA, FULTON COUNTY, GA



09/16/25

WATER EASEMENT AREA NOTE
WATER LINE EASEMENT HAS A TOTAL OF 48,158.2 SQUARE FEET (1.105 ACRES)

SHEET 5 OF 7

PAPE–DAWSON
2500 NORTHWINDS PKWY, STE 360 I ALPHARETTA, GA 30009 I 404.693.1618

DRAWN BY:	JTD/KR
DATE:	10-22-2025
JOB NO.:	2024-151
SCALE:	1" = 40'

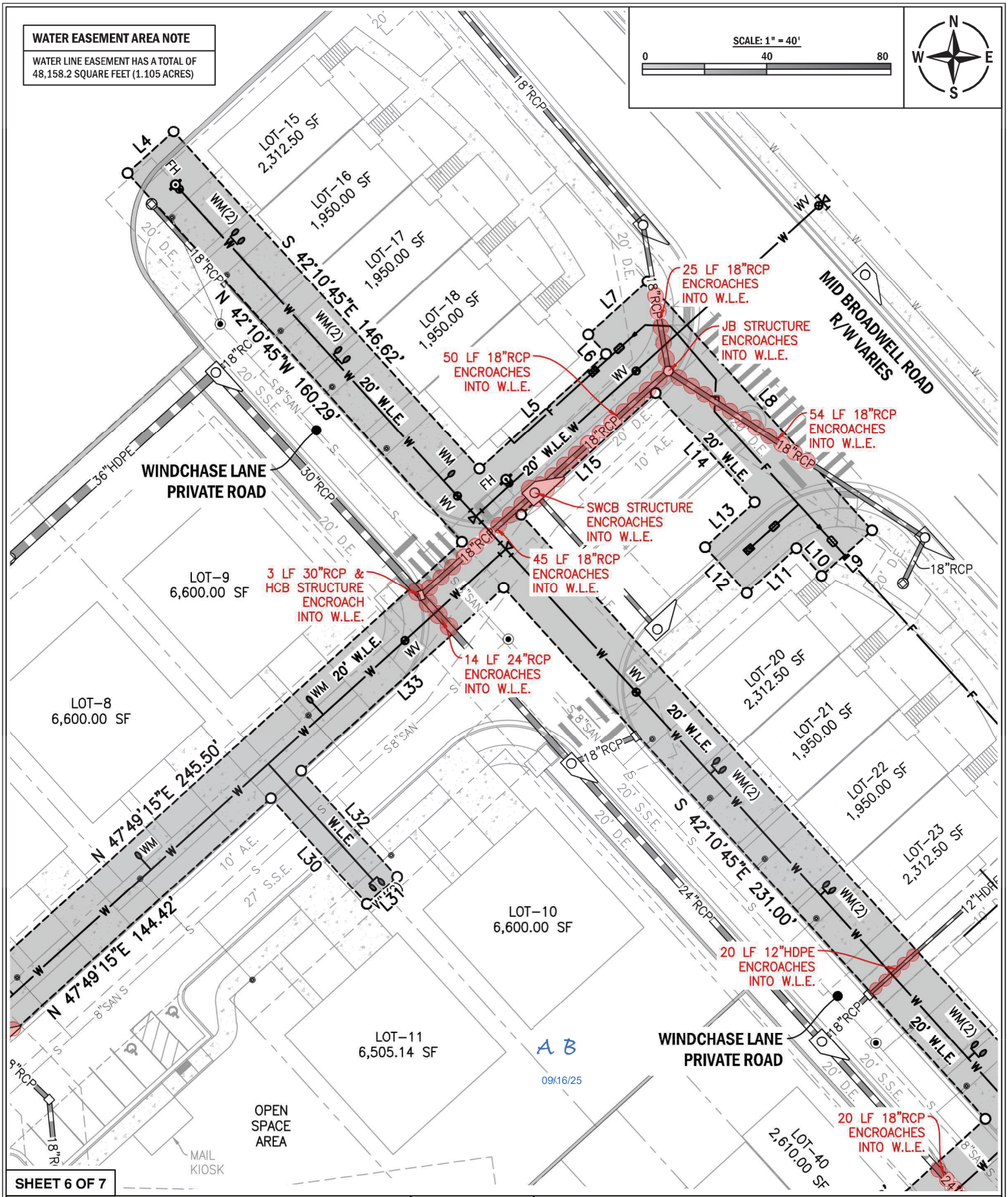
WATER LINE EASEMENT EXHIBIT

FOR EMBERLY SUBDIVISION - PREPARED FOR

TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY

LOCATED IN LAND LOTS 1248 AND 1249, 2ND DISTRICT, 2ND SECTION

CITY OF ALPHARETTA, FULTON COUNTY, GA



SHEET 6 OF 7

PAPE-DAWSON

2500 NORTHWINDS PKWY, STE 360 I ALPHARETTA, GA 30009 I 404.693.1618

DRAWN BY:	JTD/KR
DATE:	10-22-2025
JOB NO.:	2024-151
SCALE:	1" = 40'

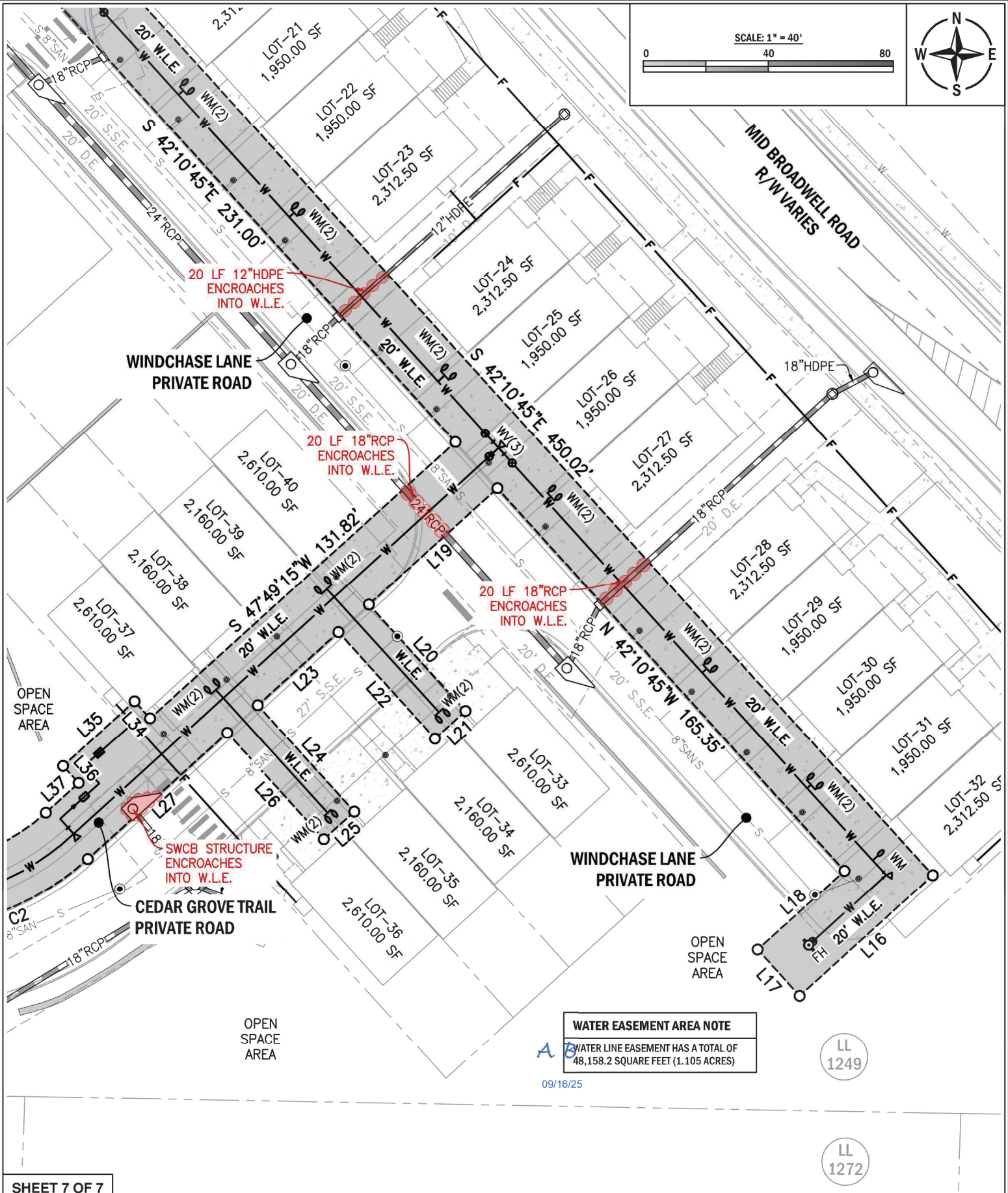
WATER LINE EASEMENT EXHIBIT

FOR EMBERLY SUBDIVISION - PREPARED FOR

TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY

LOCATED IN LAND LOTS 1248 AND 1249, 2ND DISTRICT, 2ND SECTION

CITY OF ALPHARETTA, FULTON COUNTY, GA



WATER EASEMENT AREA NOTE
WATER LINE EASEMENT HAS A TOTAL OF 48,158.2 SQUARE FEET (1.105 ACRES)

A B
09/16/25

SHEET 7 OF 7

PAPE-DAWSON
2500 NORTHWINDS PKWY, STE 360 I ALPHARETTA, GA 30009 I 404.693.1618

DRAWN BY:	JTD/KR
DATE:	10-22-2025
JOB NO.:	2024-151
SCALE:	1" = 40'

WATER LINE EASEMENT EXHIBIT

FOR EMBERLY SUBDIVISION - PREPARED FOR

TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY

LOCATED IN LAND LOTS 1248 AND 1249, 2ND DISTRICT, 2ND SECTION

CITY OF ALPHARETTA, FULTON COUNTY, GA

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0949 **Meeting Date:** 12/17/2025

Department
Real Estate and Asset Management

Requested Action
Request approval of change order less than 10% - Department of Real Estate and Asset Management, 23RFP120423K-JAJ, Design/Build Services for Developmental Disability Programming and Services in the total amount not to exceed $330,367.00 with Hogan Construction Group, LLC/The Collaborative Firm, LLC JV (Norcross, GA), to modify the contract to allow for additional services (mold testing, abatement, redesign and rebuild of fire-line system) to complete the renovation of the South Training Center located at 475 Fairburn Road, SW Atlanta, GA 30331. Effective upon BOC approval.

Requirement for Board Action
In accordance with the State of GA 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 Program Management, Design/Build Projects) costing $250,000 or more shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: During the demolition of the 475 Fairburn Rd facility, mold was discovered and required remediation before moving forward with the renovation's primary scope of work. Additionally, the City of Atlanta changed its original review summation of the permit application as it relates to emergency fire line service, requiring a new fire line to be installed. Approval of this

Change Order No. 2 is needed to modify the existing contract to allow the execution of two (2) additional services (as referenced below) to complete the renovation of the South Training Center located at 475 Fairburn Road, SW Atlanta, GA 30331.

The BOC approved the original contract on September 18, 2024, Item #24-0600, in the total amount not to exceed $3,655,925.00 with Hogan Construction Group, LLC/The Collaborative Firm, LLC JV, to provide Design/Build services for the construction and renovation of the South Training Center located at 475 Fairburn Road, SW, Atlanta, GA 30331, for the Fulton County Department of Behavioral Health & Developmental Disabilities (BHDD). Change Order No. 1 under the contract was previously approved by the BOC on December 4, 2024, via Item #24-0834, in the amount of $1,600,000.00.

Now, we are recommending approval to move forward with Change Order No. 2 in the total amount of $330,367.00, for additional funding to allow the Hogan Construction to continue providing, without disruption, construction, and renovation at the South Training Center located at 475 Fairburn Road, SW, Atlanta, GA 30331.

Scope of Work: Mold remediation and addition of new emergency fire service.

1. **Change Order #2 Task 01 for Mold Testing, Abatement and Re-Build:**

	Description of Services	**Sub-Total**
1	Molding Testing	$2,800.00
2	Mold Abatement and Encapsulation	$67,450.00
3	Post-Abatement Mold Clearance Air Testing	$850.00
4	Rebuild all Affected Areas	$91,390.00
5	GC’s Extended Schedule	$71,050.00
6	Contractor’s Insurance and Bond	$4,671.00
7	Contractor’s Fee	$18,683.00
	Total	**$256,894.00**

2. **Change Order Project #2 Task 2 for Redesign of Fireline System:**

	Description of Services	**Sub-Total**
1	Upsized Fire Service to include 8-inch Line and Hydrant	$16,230.00
2	100-foot Asphalt Mill and Pave each side of Trench	$45,810.00
3	General Conditions	$4,314.00

4	Contractor's Insurance and Bond	$1,676.00
5	Contractor's Fee	$5,443.00
	Total	**$73,473.00**

Community Impact: The successful completion of this new South Training Center project will provide citizens with better meet needs for adult clients with Intellectual and/or Developmental Disabilities.

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

The General Contractor will work in collaboration with the Department of Real Estate and Asset Management, Project Management Team.

Project Implications: The approval of this change order request is necessary to complete the construction/renovation project of the new South Training Center facility that provides citizens with Developmental Disability services in the Southwestern portion of the County.

Community Issues/Concerns: None that the Department is aware.

Department Issues/Concerns: If this Change Order is not approved, there will be a delay in the completion of the facility renovation forcing program participants to continue to be transported to the Central Training Center which is not large enough to accommodate the volume of services.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0600	9/18/24	$3,655,925.00
Change Order No. 1	24-0834	12/4/24	$1,600,000.00
Change Order No. 2			**$330,367.00**
Total Revised Amount			$5,586,292.00

Contract & Compliance Information

Contract Value: **$330,367.00**

Prime Vendor: **Hogan Construction Group, LLC/The Collaborative Firm, LLC Joint Venture (75/25)**
Prime Status: **Hogan (Non-Minority) 75% & The Collaborative Firm (AAMBE) 25%**
Location: **Norcross, GA**
County: **Gwinnett County**

Total Contract Value: **$247,775.25 or 75.00%**
Total Certified Value: **$82,591.75 or 25.00%**

Exhibits Attached

Exhibit 1: Change Order No. 2 to Form of Contract
Exhibit 2: Change Order Cost Proposals
Exhibit 3: Performance Evaluation Report

Contact Information

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$3,655,955.00
Previous Adjustments:	$1,600,000.00
This Request:	$330,367.00
TOTAL:	$5,586,292.00

Fiscal Impact / Funding Source

Funding Line 1:

500-520-5200-DDTC: Capital, Real Estate and Asset Management, Development Disabilities Training Center - $330,367.00

Key Contract Terms	
Start Date: Upon BOC Approval	**End Date:** Completion of construction project.
Cost Adjustment:	**Renewal/Extension Terms**: N/

Agenda Item No.: 25-0949 **Meeting Date:** 12/17/2025

Overall Contractor Performance Rating: 94

Would you select/recommend this vendor again?
Yes

Report Period Start:
7/1/2025

Report Period End:
9/30/205

CHANGE ORDER NO. 2 TO FORM OF CONTRACT

Contractor: **Hogan Construction Group, LLC/The Collaborative Firm, LLC**

Contract No. **23RFP120423K-JAJ, Design-Build Services for Developmental Disability Programing and Services**

Address: **5075 Avalon Ridge Parkway**
City, State **Norcross, Georgia 30071**

Telephone: **(770) 242-8588**

E-mail: **pHogan@hoganconstructiongroup.com**

Contact: **Paul Hogan, President**

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Hogan Construction Group, LLC/The Collaborative Firm, LLC, to provide Design-Build Services for Developmental Disability Programing and Services, dated September 18, 2024, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the purpose of this change order is required to make modification to the existing Contract for the Developmental Disability Programming and Services for additional funding to allow the execution of two (2) additional services for the completion of design/build services and the construction and renovation at the South Training Center located at 475 Fairburn Road, SW Atlanta, GA 30331.

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 December 17, 2024, BOC Item #25-.

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

This Change Order No. 2 to Form of Contract is effective as of the 17th day of December 2025, between the Hogan Construction Group, LLC/The Collaborative Firm, LLC who agree that all Services specified will be performed in accordance with this Change Order No. 2 of Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** Modify the existing Contract for additional funding to allow the execution of two (2) additional services mentioned below for the continue construction and renovation at the South Training Center

located at 475 Fairburn Road, SW Atlanta, GA 30331:

(a) Mold Testing, Abatement and Re-Build: The General Contractor discovered during the renovation process mold within 475 Fairburn Road building and has recommended mold remediation/clean-up of all affected areas. If not treated can be considered an OSHA violation.

(b) Redesign of Fireline System: The City of Atlanta office of Fire & Safety has required the existing facility located at 475 Fairburn Rd SW, Atlanta, GA 30331 to meet the City's fire and safety codes requirements by redesigning of the fire-line system to supply the building.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **$330,367.00** (Three Hundred Thirty Thousand Three Hundred Sixty-Seven Dollars and No Cents).

The additional costs are detailed below:

1. Change Order Project -01 for Mold Testing, Abatement and Re-Build:

	Description of Services	Sub-Total
1	Mold Testing	$2,800.00
2	Mold Abatement and Encapsulation	$67,450.00
3	Post-Abatement Mold Clearance Air Testing	$850.00
4	Rebuild all Affected Areas	$91,390.00
5	GC's Extended Schedule	$71,050.00
6	Contractor's Insurance and Bond	$4,671.00
7	Contractor's Fee	$18,683.00
Total Change Order Request - 01 $256,894.00		

2. Change Order Project -02 for Redesign of Fireline System:

	Description of Services	Sub-Total
1	Upsized Fire Service to include 8-inch Line and Hydrant	$16,230.00
2	100-foot Asphalt Mill and Pave each side of Trench	$45,810.00
3	General Conditions	$4,314.00
4	Contractor's Insurance and Bond	$1,676.00
5	Contractor's Fee	$5,443.00

Total Order Change Request -02	**$73,473.00**

3. **LIABILITY OF COUNTY:** This Change Order No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF CHANGE ORDER NO. 2 TO FORM OF CONTRACT:** Except as modified by this Change Order No. 2 to Form of Contract, the Contract,and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Chief Deputy Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

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

CONSULTANT:

HOGAN CONSTRUCTION GROUP, LLC/THE COLLABORATIVE FIRM, LLC

Paul Hogan,
President

ITEM#: _____ RM: _____ **REGULAR MEETING**	**ITEM#: _____ 2nd RM: _____** **SECOND REGULAR MEETING**

Hogan

May 16, 2025

Ms. Dulce M Guzman
Senior Project Manager, Building Construction
Fulton County Department of Real Estate and Asset Management (DREAM) 3977
Aviation Circle, Suite 210
Atlanta, GA 30336

Reference: Contract 23RFP120423K-JAJ
Design-Build Services for Fulton County Developmental Disability Programming & Services
Revised Mold Testing, Abatement, and Rebuild Proposal

Dear Dulce,

Hogan Construction Group is offering the following proposal to abate all mold discovered within the 475 Fairburn Rd SW, Atlanta, GA 30331 facility and rebuild all removed items. The breakdown of cost is as follows:

1.	Mold testing	=	$ 2,800.00
2.	Mold abatement and encapsulation	=	$ 67,450.00
3.	Post-abatement mold clearance air testing	=	$ 850.00
4.	Rebuild all affected areas	=	$ 91,390.00
5.	GC's Extended Schedule	=	$ 71,050.00
	Subtotal	=	$233,540.00
	Contractor's Insurance and Bonds	=	$ 4,671.00
	Contractor's Fee	=	$ 18,683.00
	Proposal Total	=	$256,894.00

This proposal includes a schedule extension of fifty-seven (57) calendar days. The new final completion date will be November 10, 2025.

We would greatly appreciate your consideration and approval of this proposal as soon as possible to avoid any further delays. Furthermore, we would appreciate the issuance of an Additional Service Authorization and Amendment to the Agreement between Design-Builder and Fulton County. If you have any questions regarding this proposal, please contact me at your earliest convenience.

Respectfully submitted,



Adam Killen
Vice President of Operations
Hogan Construction Group
5075 Avalon Ridge Parkway
Norcross, GA 30071

Hogan

September 10, 2025

Ms. Dulce M Guzman
Senior Project Manager, Building Construction
Fulton County Department of Real Estate and Asset Management (DREAM) 3977
Aviation Circle, Suite 210
Atlanta, GA 30336

Reference: Contract 23RFP120423K-JAJ
Design-Build Services for Fulton County Developmental Disability Programming & Services
Change to Fireline scope to satisfy City of Atlanta requirements.

Dear Dulce,

City of Atlanta office of Fire & Safety has required the redesign of the Fireline system to supply the 475 Fairburn Rd SW, Atlanta, GA 30331 facility. Per their requirements, Hogan will add a fire hydrant to the site and upsize the supply line accordingly. Additionally, due to the repaving of Fairburn Road on August 13, 2025, City of Atlanta mandates Hogan restores the fire line trench cut into the new road by milling and repaving 100 ft on each side of the trench.

Hogan Construction Group is offering the following proposal to meet City of Atlanta's requirements for the 475 Fairburn Rd SW, Atlanta, GA 30331 facility. The cost breakdown is as follows:

1.	Upsized fire service to include 8" line and hydrant	=	$ 16,230.00
2.	100' Asphalt Mill and Pave each side of trench	=	$ 45,810.00
3.	General Conditions	=	$ 4,314.00
	Subtotal	=	$ 66,354.00
	Contractor's Insurance and Bonds	=	$ 1,676.00
	Contractor's Fee	=	$ 5,443.00
	Proposal Total	=	$ 73,473.00

We would greatly appreciate your consideration and approval of this proposal by Wednesday September 17, 2025 to avoid any delays. Furthermore, we would appreciate the issuance of an Additional Service Authorization and Amendment to the Agreement between Design-Builder and Fulton County. If you have any questions regarding this proposal, please contact me at your earliest convenience.

Respectfully submitted,

Mike Tomlin
Vice President
Hogan Construction Group
5075 Avalon Ridge Parkway,
Norcross, GA 30071

Performance Evaluation Details

ID	E3
Project	D/B Services Developmental Disability & Programming Services
Project Number	23RFP120423K-JAJ
Supplier	Hogan Construction Group, LLC
Supplier Project Contact	Mike Tomlin (preferred language: English)
Performance Program	Construction Services
Evaluation Period	07/01/2025 to 09/30/2025
Effective Date	11/18/2025
Evaluation Type	Formal
Interview Date	09/16/2025
Expectations Meeting Date	09/16/2025
Status	Completed
Publication Date	11/18/2025 08:36 AM EST
Completion Date	11/18/2025 08:36 AM EST
Evaluation Score	94

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

SCHEDULE **20/20**

Rating

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

Comments *Not Specified*

BUDGET MANAGEMENT **17/20**

Rating

Excellent: Design within budget and exceeds in some areas. Changes in project scope are identified and are submitted with rational and fair costing.

Comments *Not Specified*

OVERALL CONSTRUCTION PROJECT MANAGEMENT **20/20**

Rating

Outstanding: Outstanding Construction Project Management that exceeds in all areas.

Comments *Not Specified*

COST CONTROL **17/20**

Rating

Excellent: Claims process managed well and at times are expedited. At times actively sent documents to the User Department concerning potential cost overruns.

Comments *Not Specified*

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **20/20**

Rating

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

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0950 **Meeting Date:** 12/17/2025

Department
Real Estate and Asset Management

Requested Action
Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Sandy Springs Multifamily LLC for the purpose of granting conditional approval to allow stormwater infrastructure to be installed within a portion of the County's existing sanitary sewer easement at 6600 Peachtree Dunwoody Rd, Sandy Springs, Georgia 30328

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

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Scope of Work: Sandy Springs Multifamily LLC, the owner of the real property located at 6600 Peachtree Dunwoody Rd, Sandy Springs, Georgia 30328, has requested the conditional approval of

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

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

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

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's sewer line easement as referenced and recorded in Deed Book 69061, Page 188.

At the request of Sandy Springs Multifamily LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 9,589 square feet, and confirmed that the County's sewer system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted.

Community Impact: Fulton County retains full access rights to maintain its sanitary sewer service line, while granting the property owner conditional approval to install stormwater improvements within the County's sewer line easement.

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

Cross Reference

Deed/Plat Book 68537, Page 444
Deed Book 69061, Page 188

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this ____ day of _____, 20__, between SANDY SPRINGS MULTIFAMILY, LLC as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor ("Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (the "County").

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

1.

Owner warrants that he is the full and true owner and has clear title to that certain property known as SOLIS SANDY SPRINGS(6600 PEACHTREE DUNWOODY ROAD), and as more fully described in that certain conveyance recorded in Deed Book 68537, Page 444 of Fulton County, Georgia records, on which Owner desires to install certain private improvements (the "Private Improvements") as more fully described in Exhibit "A", attached hereto and incorporated herein by reference.

2.

Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one) 69061/___, Page 188/__ of Fulton County, Georgia records, and hereby grants Owner a License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility, said private improvements as same are more fully described in Exhibit "A" (the "Private Improvements").

3.

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

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

4.

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

5.

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

6.

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

7.

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

8.

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

9.

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

10.

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

11.

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

12.

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

13.

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

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

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

OWNER: SANDY SPRINGS MULTIFAMILY, LLC

District 17, Land Lot 20

Parcel Number: 17 0020 LL0878

Mailing Address:

3565 Piedmont Road | 2 Piedmont Center, Suite 735 |
Atlanta, GA 30305

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

Signatures:

OWNER Sandy Springs Multifamily LLC

Signed sealed and delivered in the presence of

Unofficial Witness

Notary Public
My Commission Expires: 03/06/2029

(Notary Seal)

MARY ROSE CALLAHAN
My Commission Expires
NOTARY PUBLIC
March 6, 2029
FULTON COUNTY, GEORGIA

Signature (Authorized Party to Bind Owner Entity)

Alan P. Dean / Manager
Signatory's Name and Title (printed)

Owner's Address:

3565 Piedmont Road, Bldg 2, Suite 735
Atlanta, GA 30305

[Signatures continued on next page.]

Signed, sealed and delivered this ____day of _____, 2024 in the presence of:

_____
Witness

_____
[Notarial Seal]

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

APPROVED AS TO CONTENT:

_____
David E. Clark, Director
Department of Public Works

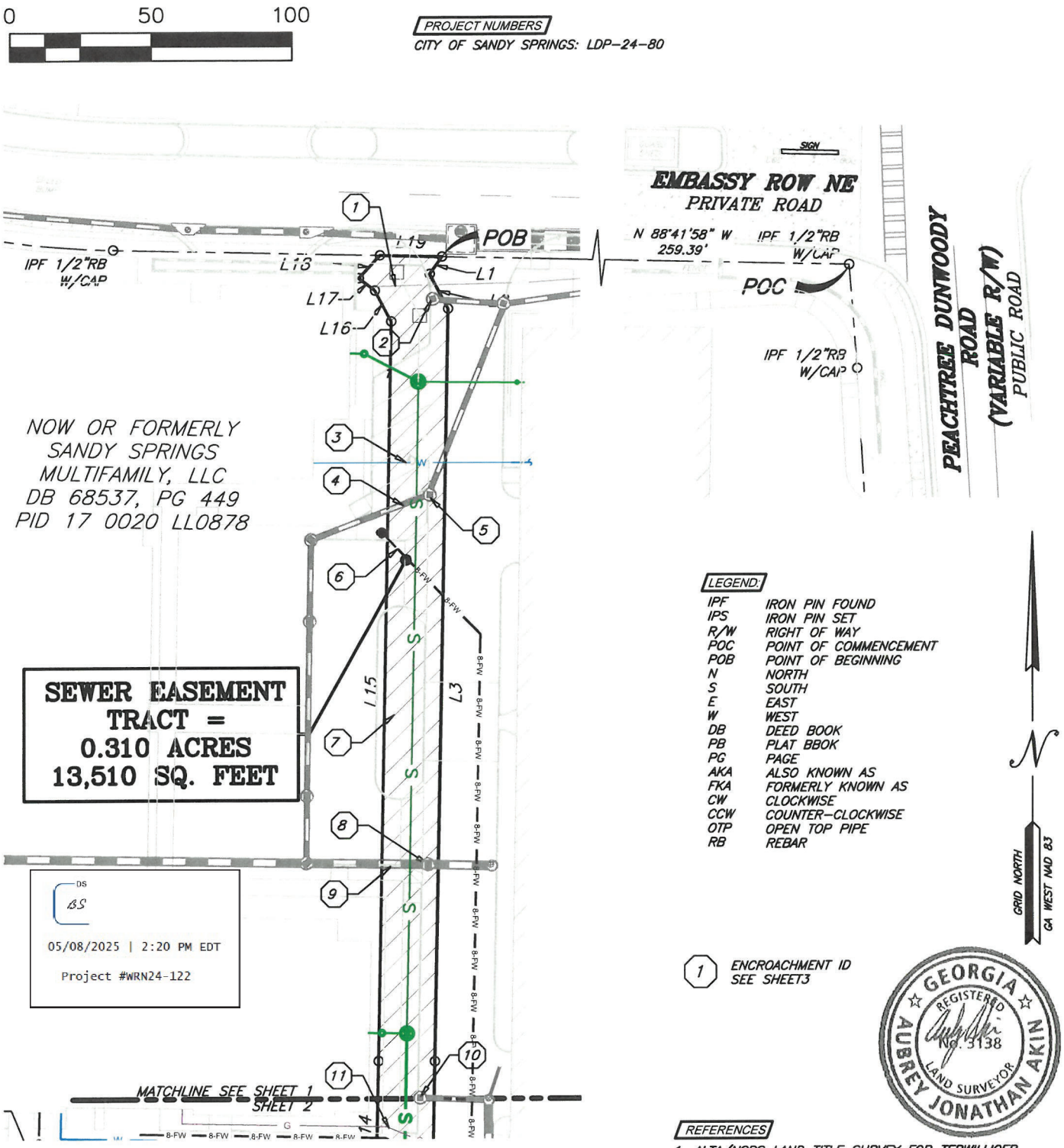
FULTON COUNTY, GEORGIA a political subdivision of the State of Georgia

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

ATTEST:

_____
Tonya R. Grier
Clerk to the Commission

EXHIBIT "A"



REFERENCES

1. ALTA/NSPS LAND TITLE SURVEY FOR TERWILLIGER PAPPAS MULTI-FAMILY PARTNERS, LLC PREPARED BY TECHNICAL SURVEY SERVICES, INC. DATED 06/20/2024

TSS
TECHNICAL SURVEY SERVICES, INC.
1641 Autumn Boulevard
Conyers, Georgia 30012
(770) 922-6391 Office
www.tss-atl.com

ENCROACHMENT EXHIBIT A

FOR GRANTOR

SANDY SPRINGS MULTIFAMILY, LLC

LAND LOT 20 17th DISTRICT

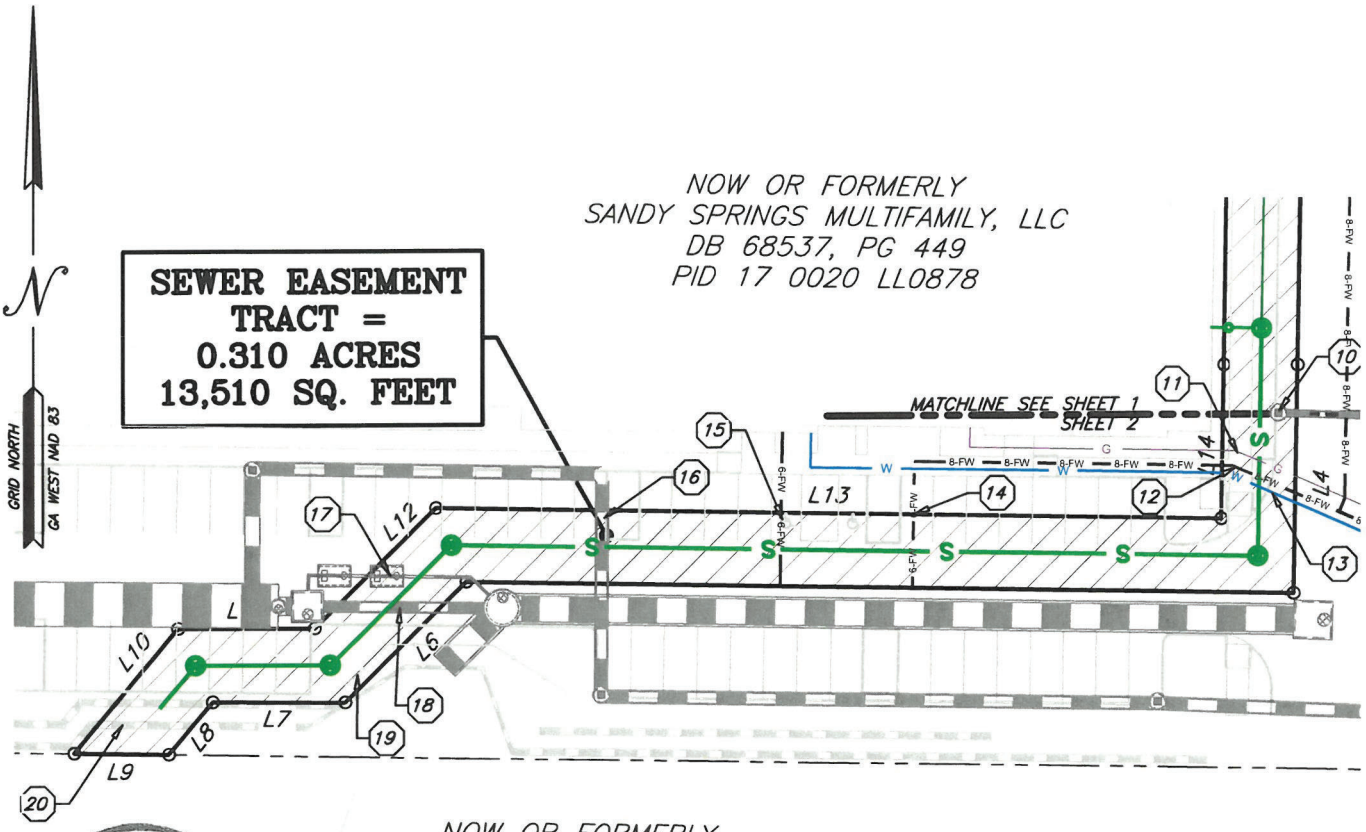
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

SCALE: 1"=50' DATE: 4/29/25

JOB # 2024-1103 DWG: SEWER EASEMENT SHEET 1 OF 2

0 50 100

PROJECT NUMBERS
CITY OF SANDY SPRINGS: LDP-24-80



GEORGIA REGISTERED No. 3138 LAND SURVEYOR AUBREY JONATHAN AKIN

DS
BS
05/08/2025 | 2:20 PM EDT
Project #WRN24-122

1 ENCROACHMENT ID SEE SHEET3

LEGEND:

IPF	IRON PIN FOUND
IPS	IRON PIN SET
R/W	RIGHT OF WAY
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
N	NORTH
S	SOUTH
E	EAST
W	WEST
DB	DEED BOOK
PB	PLAT BBOK
PG	PAGE
AKA	ALSO KNOWN AS
FKA	FORMERLY KNOWN AS
CW	CLOCKWISE
CCW	COUNTER-CLOCKWISE
OTP	OPEN TOP PIPE
RB	REBAR

REFERENCES

1. ALTA/NSPS LAND TITLE SURVEY FOR TERWILLIGER PAPPAS MULTI-FAMILY PARTNERS, LLC PREPARED BY TECHNICAL SURVEY SERVICES, INC. DATED 06/20/2024

LINE	BEARING	DISTANCE
L1	S 34°42'02" W	7.51'
L2	S 27°33'13" E	13.88'
L3	S 01°02'51" W	268.12'
L4	S 01°03'59" W	62.00'
L5	N 88°58'58" W	224.95'
L6	S 45°08'11" W	46.18'
L7	N 89°50'20" W	35.63'
L8	S 39°56'28" W	18.47'
L9	N 89°03'56" W	25.72'
L10	N 39°55'18" E	43.99'
L11	N 90°00'00" E	36.82'
L12	N 45°08'11" E	46.25'
L13	S 88°58'58" E	213.43'
L14	N 01°03'59" E	41.74'
L15	N 01°01'54" E	263.49'
L16	N 27°44'52" W	12.42'
L17	N 51°56'20" W	7.27'
L18	N 43°20'00" E	11.05'
L19	S 88°41'58" E	21.95'

TSS
TECHNICAL SURVEY SERVICES, INC.
1641 Autumn Boulevard
Conyers, Georgia 30012
(770) 922-6391 Office
www.tss-atl.com

ENCROACHMENT EXHIBIT A

FOR GRANTOR

SANDY SPRINGS MULTIFAMILY, LLC

LAND LOT 20 17th DISTRICT

CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

SCALE: 1"=50' DATE: 4/29/25

JOB # 2024-1103 DWG: SEWER EASEMENT SHEET 2 OF 3

0 50 100

PROJECT NUMBERS
CITY OF SANDY SPRINGS: LDP-24-80



NUMBER	ENCROACHMENT	AREA
1	EXIST. GA POWER	70 SF
2	STORM CATCH BASIN	25 SF
3	3/4" WATER LINE	20 SF
4	STORM PIPE	60 SF
5	STORM CATH BASIN	15 SF
6	8" FIRE LINE	25 SF
7	EASEMENT	8,331 SF
8	STORM CATCH BASIN	15 SF
9	STORM PIPE	50 SF
10	STORM CATH BASIN	25 SF
11	GAS LINE	21 SF
12	8" WATER LINE	21 SF
13	WATER LINE	21 SF
14	WATER LINE	20 SF
15	WATER LINE	20 SF
16	STORM PIPE	75 SF
17	STORM STRUCTURE	65 SF
18	STORM PIPE	85 SF
19	GUARD RAIL	25 SF
20	WALL	600 SF
	TOTAL	9589 SF

DS
BS
05/08/2025 | 2:20 PM EDT
Project #WRN24-122

Fulton County Government

LEGEND:

IPF	IRON PIN FOUND
IPS	IRON PIN SET
R/W	RIGHT OF WAY
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
N	NORTH
S	SOUTH
E	EAST
W	WEST
DB	DEED BOOK
PB	PLAT BBOK
PG	PAGE
AKA	ALSO KNOWN AS
FKA	FORMERLY KNOWN AS
CW	CLOCKWISE
CCW	COUNTER-CLOCKWISE
OTP	OPEN TOP PIPE
RB	REBAR

GEORGIA REGISTERED No. 3138 LAND SURVEYOR AUBREY JONATHAN AKIN

REFERENCES

1. ALTA/NSPS LAND TITLE SURVEY FOR TERWILLIGER PAPPAS MULTI-FAMILY PARTNERS, LLC PREPARED BY TECHNICAL SURVEY SERVICES, INC. DATED 06/20/2024

TSS
TECHNICAL SURVEY SERVICES, INC.
1641 Autumn Boulevard
Conyers, Georgia 30012
(770) 922-6391 Office
www.tss-atl.com

ENCROACHMENT EXHIBIT A

FOR GRANTOR

SANDY SPRINGS MULTIFAMILY, LLC

LAND LOT 20 17th DISTRICT
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA
SCALE: 1"=50' DATE: 5/06/25
JOB # 2024-1103 DWG: SEWER EASEMENT SHEET 3 OF 3

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0951 **Meeting Date:** 12/17/2025

Department
Real Estate and Asset Management

Requested Action
Request approval of a Water Easement Dedication of 34,307 square feet to Fulton County, a political subdivision of the State of Georgia, from JBGL Atlanta Development 2014, LLC, for the purpose of constructing the Park Walke Phase II Project at 2260 Old Milton Parkway, Alpharetta, Georgia 30009.

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

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Scope of Work: The proposed Park Walke Phase II Project, a residential development, requires the installation of a water service line. Fulton County development regulations require that all new water line connections acknowledge Fulton County's ownership interests in the area(s) where a water service line connection is being made before recording the Final Plat. The easement area to be

conveyed consists of 34,307 square feet and is located in Land Lot 748 of the 1st District, 2nd Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name : Park Walke II
Tax Parcel Identification No.: 12 270307480305
Land Disturbance Permit No.: WRN24-066
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

WATER LINE EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 5th day of September, 2025, between JBGL Atlanta Development 2014, LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of $1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 748, 2nd Section (if applicable) of District 1st, Fulton County, Georgia, and more particularly described as follows: To wit:

Park Walke II

Project Name

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

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

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

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

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

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

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

Signed, sealed and delivered this 8 day of September, 2025 in the presence of:

Witness

Notary Public

[NOTARIAL SEAL]

KRISTY LYN CHANDLER
Notary ID #129770238
My Commission Expires
April 1, 2026

GRANTOR: JBGL Atlanta Development 2014, LLC
CORPORATE NAME

By:

Print Name: Veronica Edwards

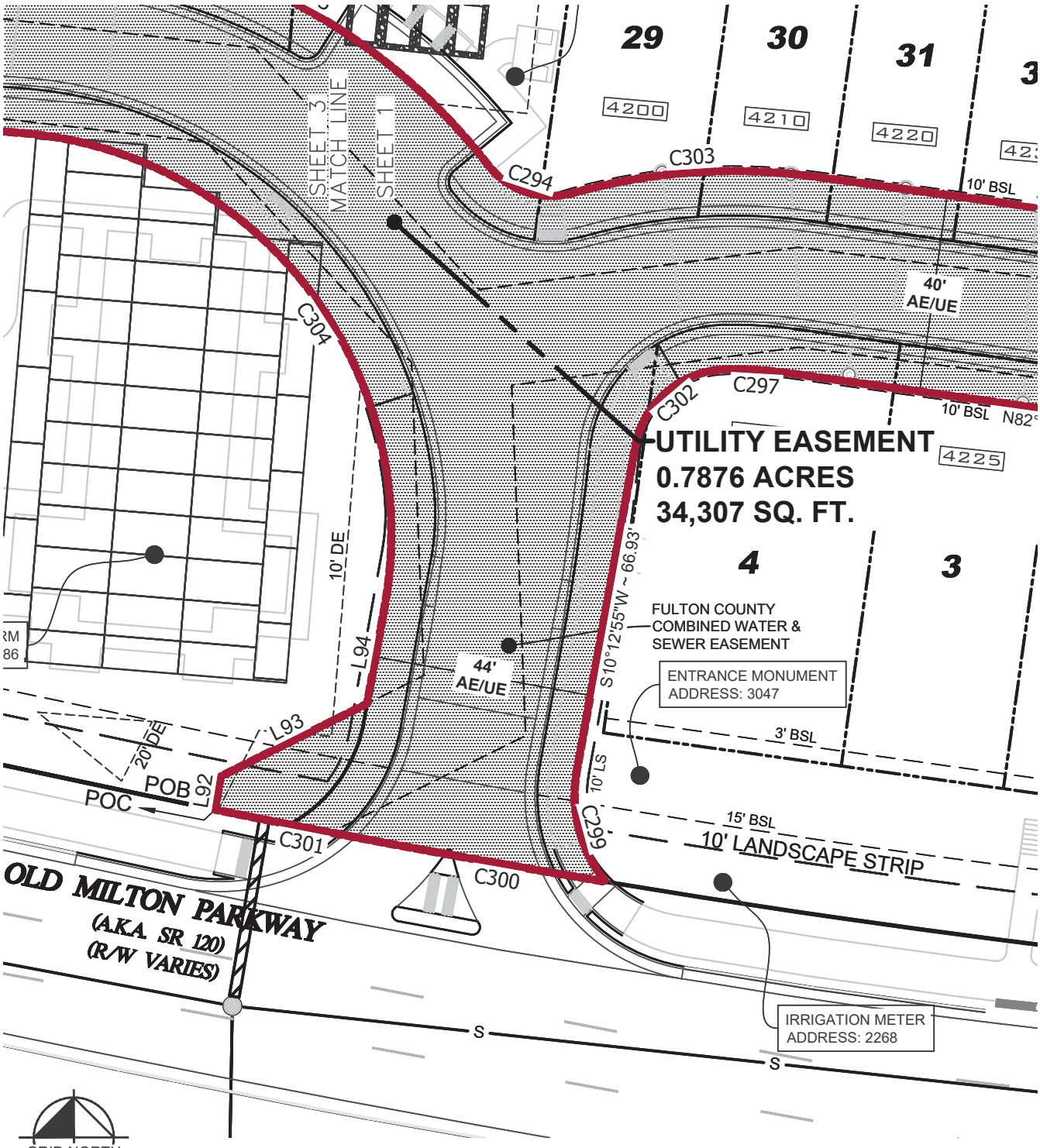
Title: Authorized Representative

By: _____

Print Name: _____

Title: _____

[CORPORATE SEAL]



GRID NORTH

GA WEST

GEORGIA PROFESSIONAL LAND SURVEYOR KEVIN GLENN PATE NO. 3499 09/15/25

A B 09/16/25

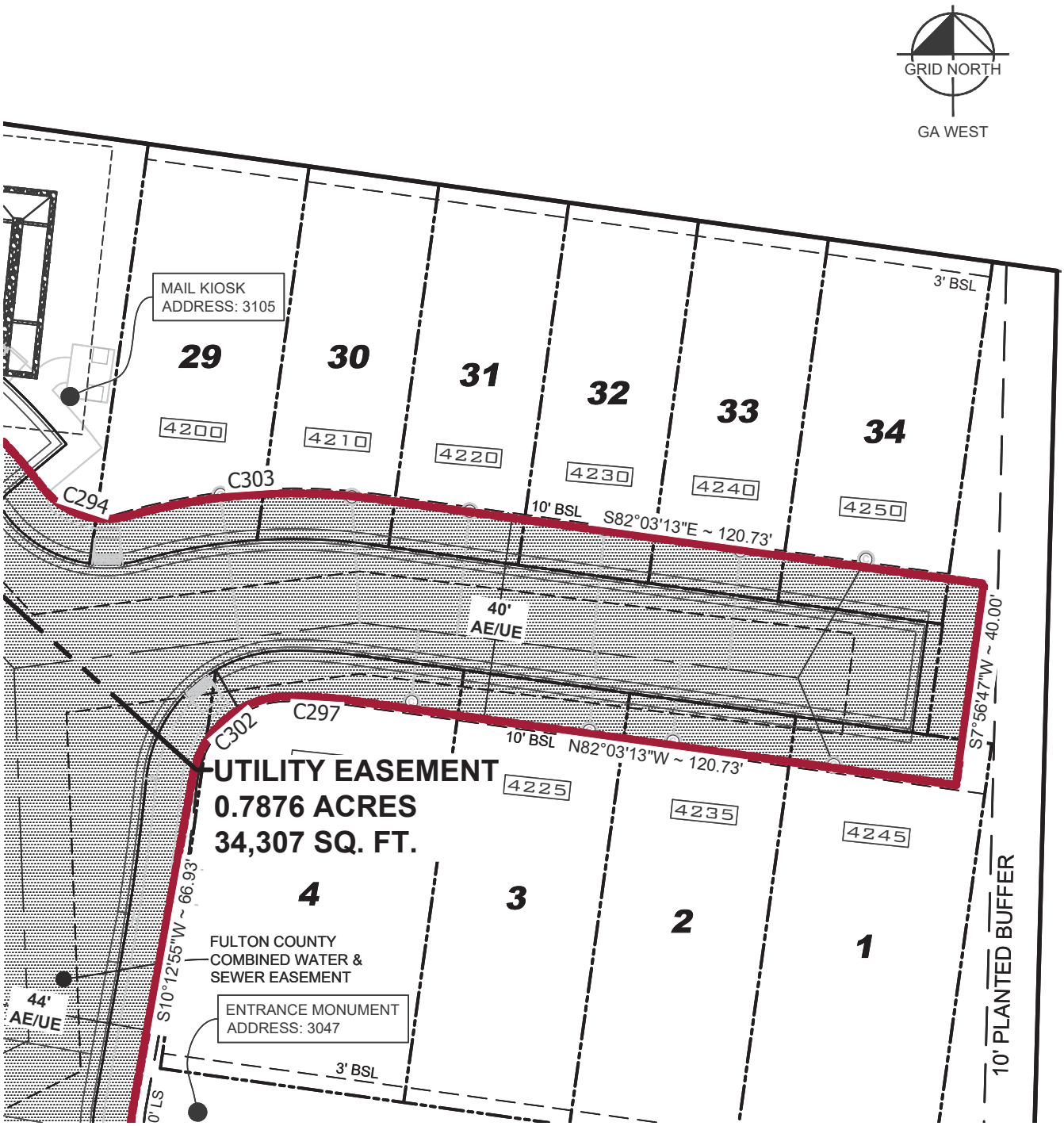
PARK WALKE II

UTILITY EASEMENT EXHIBIT
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

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

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

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



PARK WALKE II

UTILITY EASEMENT EXHIBIT
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

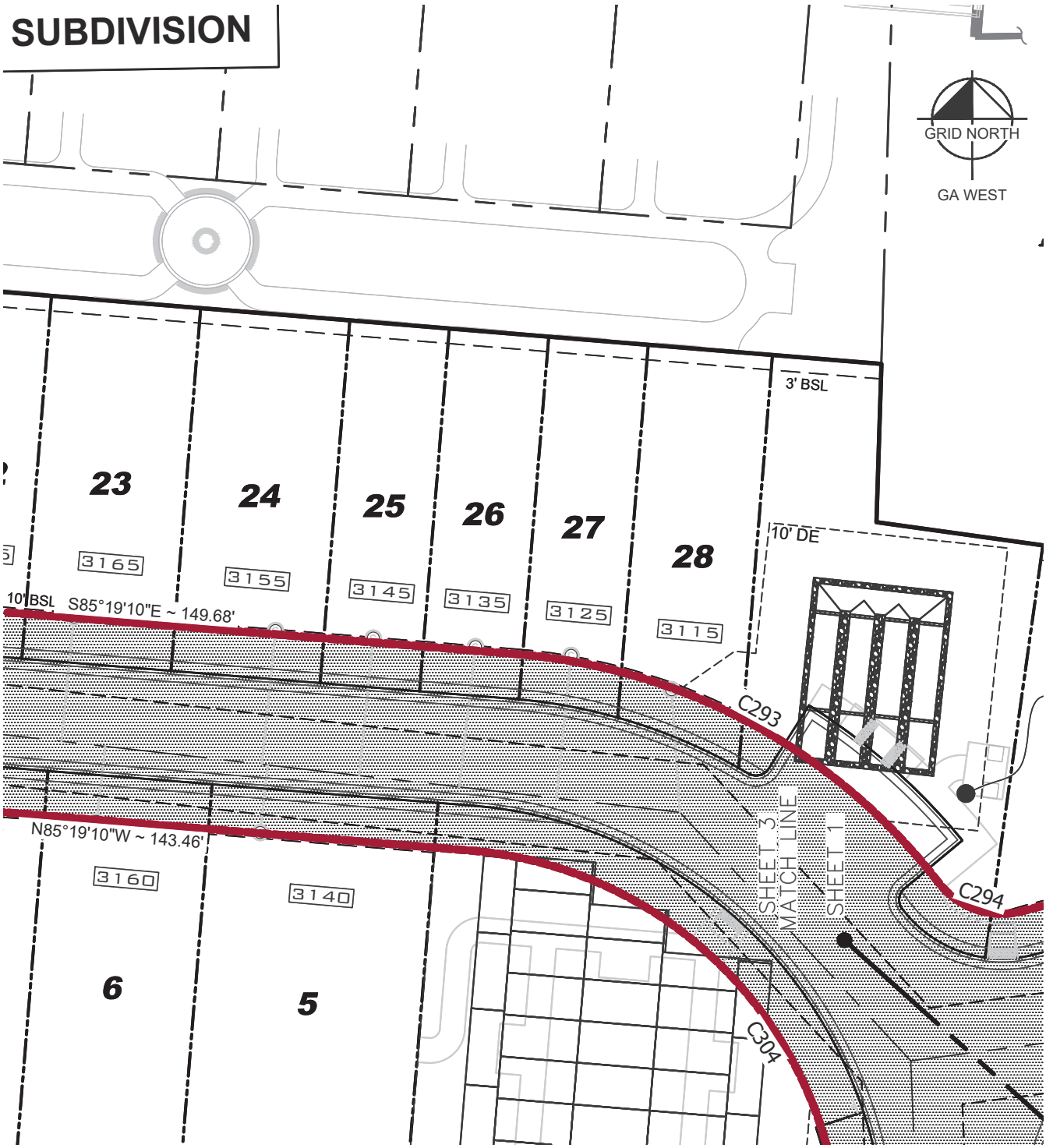
KEVIN PATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 3499
3930 EAST JONES BRIDGE,
SUITE 350
PEACHTREE CORNERS, GEORGIA
30092 PH. (470) 579-5064
KEVIN.PATE@kimley-horn.com

GEORGIA PROFESSIONAL NO. 3499 09/15/25 LAND SURVEYOR KEVIN GLENN PATE

A B 09/16/25

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	KGP	BDP	Sep. 2025	019913051	2 OF 7



PARK WALKE II

UTILITY EASEMENT EXHIBIT
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

GEORGIA PROFESSIONAL ENGINEER NO. 3499 09/15/25 LAND SURVEYOR KEVIN GLENN PATE

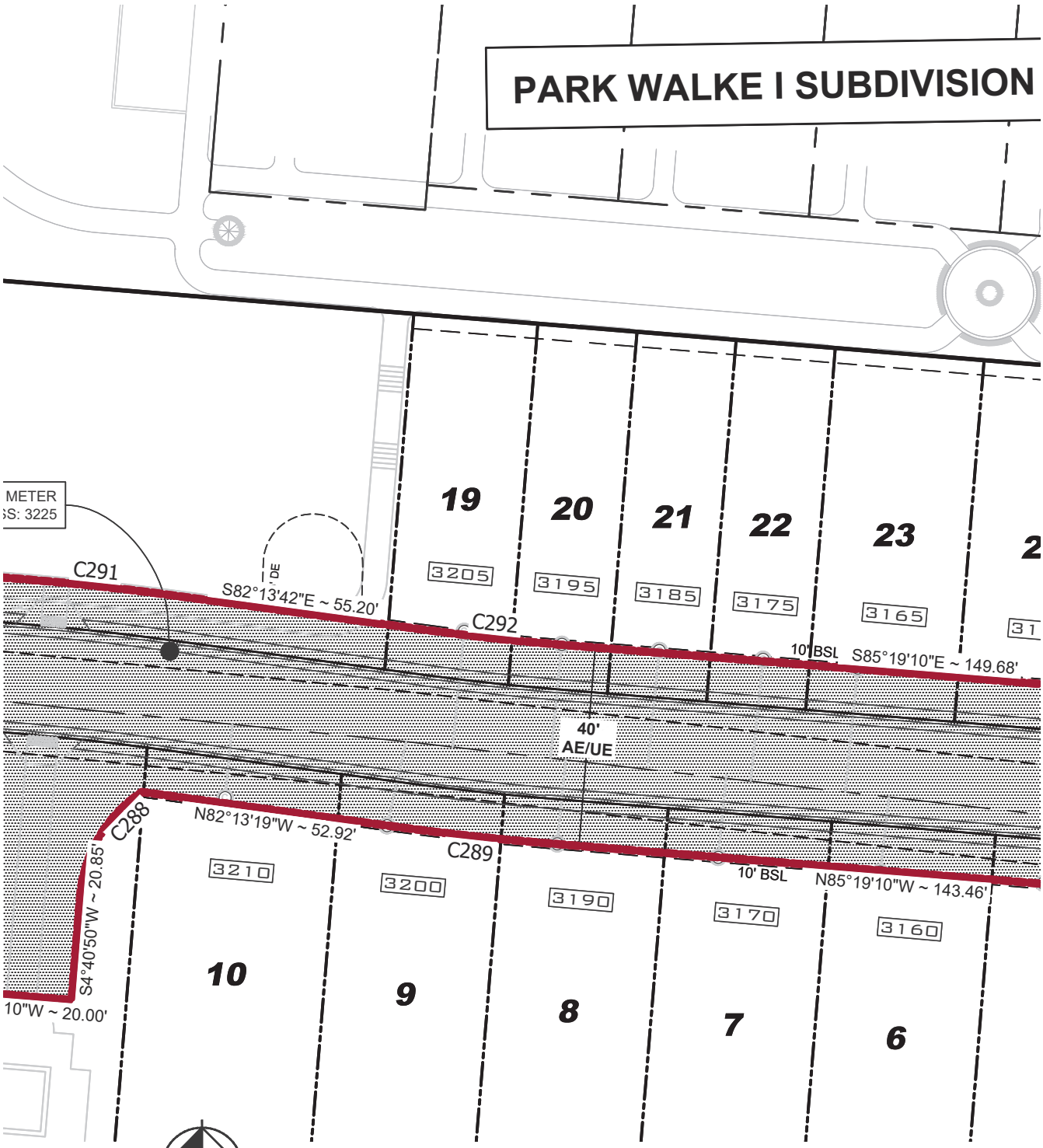
A B 09/16/25

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

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	KGP	BDP	Sep. 2025	019913051	3 OF 7

PATE, KEVIN 9/15/2025 2:47 PM K:\ALP_PRJ_ALP_SFR_PROJECT FILES\THE PROVIDENCE GROUP_019913\019913051_PARK WALKE 2\FINAL PLATS-ASBUILTS\CAD\DRAWINGS\019913051



PARK WALKE II

UTILITY EASEMENT EXHIBIT
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

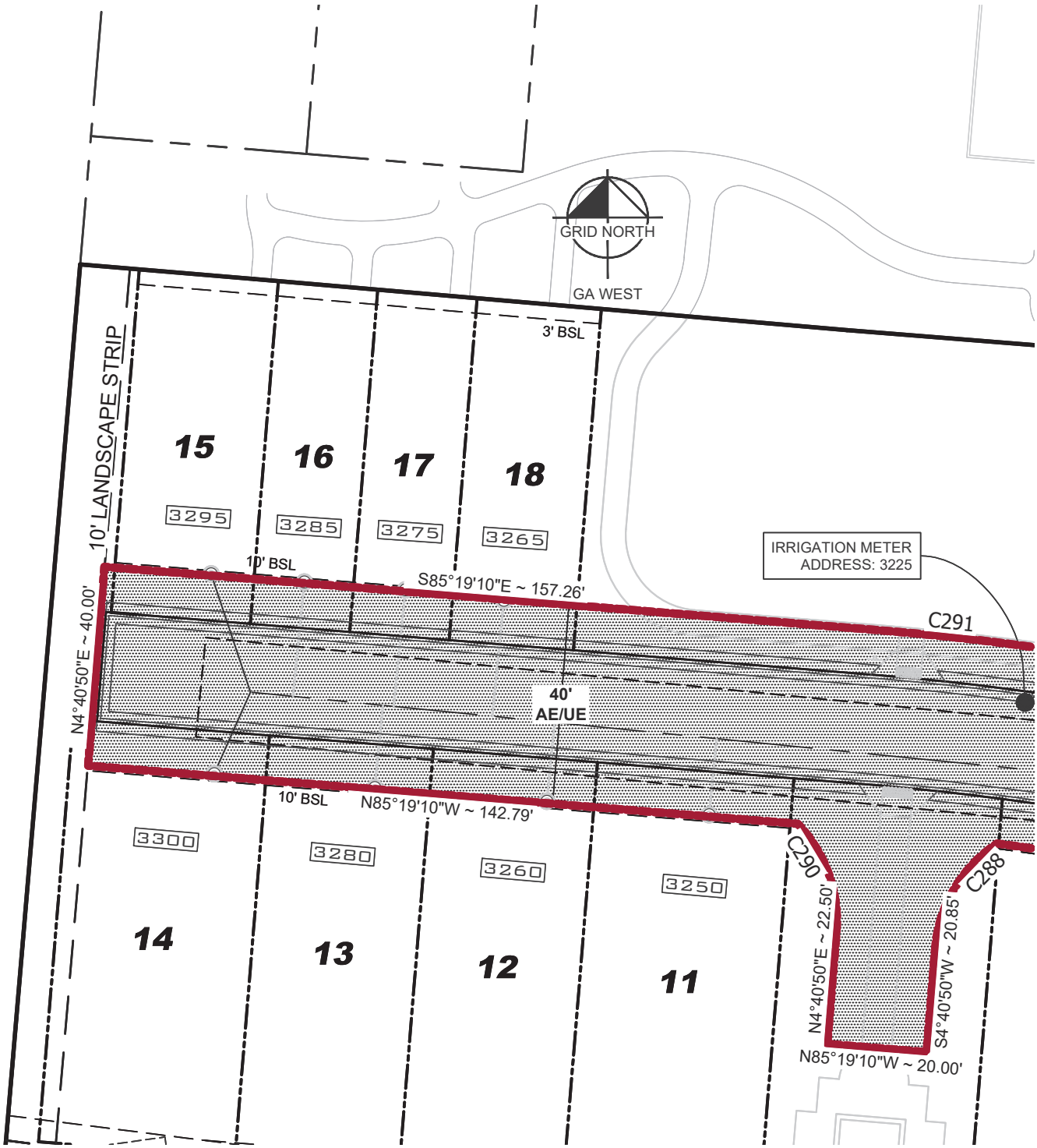
A B
09/16/25

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

GEORGIA PROFESSIONAL LAND SURVEYOR
NO. 3499
09/15/25
KEVIN GLENN PATE

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	KGP	BDP	Sep. 2025	019913051	4 OF 7



PARK WALKE II

UTILITY EASEMENT EXHIBIT
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

A B

09/16/25

GEORGIA PROFESSIONAL NO. 3499 09/15/25 LAND SURVEYOR KEVIN GLENN PATE

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

Kimley»Horn

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

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

Parcel Table				
Line #/Curve #	Radius	Length	Bearing	Distance
C288	28.00'	25.26'	S30°31'29"W	24.41'
C289	520.00'	28.11'	N83°46'14"W	28.11'
C290	28.00'	23.75'	N19°36'52"W	23.04'
C291	520.00'	25.54'	S83°54'44"E	25.54'
C292	480.00'	25.95'	S83°46'14"E	25.95'
C293	119.00'	98.90'	S61°30'41"E	96.07'
C294	16.00'	19.00'	S71°38'41"E	17.91'
C297	80.00'	12.50'	N86°31'45"W	12.49'
C299	27.50'	23.32'	S15°09'50"E	22.63'
C300	2225.02'	43.30'	N80°01'04"W	43.30'
C301	2129.23'	36.77'	N78°58'34"W	36.77'
C302	19.00'	26.12'	S49°36'18"W	24.11'
C303	120.00'	49.47'	N86°08'15"E	49.12'
C304	81.00'	135.06'	N37°33'08"W	119.95'
L92			N9°32'23"E	6.81'
L93			N63°35'03"E	32.96'
L94			N10°13'34"E	20.31'

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

GEORGIA PROFESSIONAL NO. 3499 09/15/25 LAND SURVEYOR KEVIN GLENN PATE

PARK WALKE II

UTILITY EASEMENT EXHIBIT
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	KGP	BDP	Sep. 2025	019913051	6 OF 7

PROPERTY DESCRIPTION - PARK WALKE II UTILITY EASEMENT

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

COMMENCING at a point at the intersection of the easterly right of way line of Haynes Bridge Road (right of way varies) and the northerly right of way line of Old Milton Parkway (right of way varies); THENCE proceeding along said right of way line of Old Milton Parkway the following courses and distances: South 82 degrees 47 minutes 25 seconds East a distance of 35.23 feet to a point; THENCE South 82 degrees 47 minutes 24 seconds East a distance of 31.41 feet to a point; THENCE along a curve to the right with a radius of 3,763.00 feet and an arc length of 68.17 feet, said curve having a chord bearing of South 82 degrees 17 minutes 16 seconds East and a chord distance of 68.17 feet to a point; THENCE along a curve to the right with a radius of 3,897.97 feet and an arc length of 155.48 feet, said curve having a chord bearing of South 80 degrees 38 minutes 34 seconds East and a chord distance of 155.47 feet to a point; THENCE South 00 degrees 42 minutes 49 seconds West a distance of 10.29 feet to a point; THENCE along a curve to the right with a radius of 3,884.72 feet and an arc length of 95.10 feet, said curve having a chord bearing of South 78 degrees 43 minutes 52 seconds East and a chord distance of 95.10 feet to a point; THENCE South 78 degrees 01 minutes 48 seconds East a distance of 66.36 feet to a point; THENCE along a curve to the left with a radius of 2,626.51 feet and an arc length of 16.99 feet, said curve having a chord bearing of South 78 degrees 13 minutes 11 seconds East and a chord distance of 16.99 feet to a point; said point being the POINT OF BEGINNING.

THENCE from said POINT OF BEGINNING leaving the northerly right of way line of Old Milton Parkway (right of way varies) and proceeding along the edge of a private access and utility easement known as Paley Drive (44' in width) and Greenacre Trace (40' in width) North 9 degrees 32 minutes 23 seconds East a distance of 6.81 feet to a point; THENCE North 63 degrees 35 minutes 03 seconds East a distance of 32.96 feet to a point; THENCE North 10 degrees 13 minutes 34 seconds East a distance of 20.31 feet to a point; THENCE along a curve to the left with a radius of 81.00 feet and an arc length of 135.06 feet, said curve having a chord bearing of North 37 degrees 33 minutes 08 seconds West and a chord distance of 119.95 feet to a point; THENCE North 85 degrees 19 minutes 10 seconds West a distance of 143.46 feet to a point; THENCE along a curve to the right with a radius of 520.00 feet and an arc length of 28.11 feet, said curve having a chord bearing of North 83 degrees 46 minutes 14 seconds West and a chord distance of 28.11 feet to a point; THENCE North 82 degrees 13 minutes 19 seconds West a distance of 52.92 feet to a point; THENCE along a curve to the left with a radius of 28.00 feet and an arc length of 25.26 feet, said curve having a chord bearing of South 30 degrees 31 minutes 29 seconds West and a chord distance of 24.41 feet to a point; THENCE South 04 degrees 40 minutes 50 seconds West a distance of 20.85 feet to a point; THENCE North 85 degrees 19 minutes 10 seconds West a distance of 20.00 feet to a point; THENCE North 04 degrees 40 minutes 50 seconds East a distance of 22.50 feet to a point; THENCE along a curve to the left with a radius of 28.00 feet and an arc length of 23.75 feet, said curve having a chord bearing of North 19 degrees 36 minutes 52 seconds West and a chord distance of 23.04 feet to a point; THENCE North 85 degrees 19 minutes 10 seconds West a distance of 142.79 feet to a point; THENCE North 04 degrees 40 minutes 50 seconds East a distance0.00 feet to a point; THENCE South 85 degrees 19 minutes 10 seconds East a distance of 157.26 feet to a point; THENCE along a curve to the right with a radius of 520.00 feet and an arc length of 25.54 feet, said curve having a chord bearing of South 83 degrees 54 minutes 44 seconds East and a chord distance of 25.54 feet to a point; THENCE South 82 degrees 13 minutes 42 seconds East a distance of 55.20 feet to a point; THENCE along a curve to the left with a radius80.00 feet and an arc length of 25.95 feet, said curve having a chord bearing of South 83 degrees 46 minutes 14 seconds East and a chord distance of 25.95 feet to a point; THENCE South 85 degrees 19 minutes 10 seconds East a distance of 149.68 feet to a point; THENCE along a curve to the right with a radius of 119.00 feet and an arc length of 98.90 feet, said curve having a chord bearing of South 61 degrees 30 minutes 41 seconds East and a chord distance of 96.07 feet to a point; THENCE along a curve to the left with a radius of 16.00 feet and an arc length of 19.00 feet, said curve having a chord bearing of South 71 degrees 38 minutes 41 seconds East and a chord distance of 17.91 feet to a point; THENCE along a curve to the right with a radius of 120.00 feet and an arc length of 9.47 feet, said curve having a chord bearing of North 86 degrees 08 minutes 15 seconds East and a chord distance of 9.12 feet to a point; THENCE South 82 degrees 03 minutes 13 seconds East a distance of 120.73 feet to a point; THENCE South 07 degrees 56 minutes 47 seconds West a distance0.00 feet to a point; THENCE North 82 degrees 03 minutes 13 seconds West a distance of 120.73 feet to a point; THENCE along a curve to the left with a radius of 80.00 feet and an arc length of 12.50 feet, said curve having a chord bearing of North 86 degrees 31 minutes 45 seconds West and a chord distance of 12.49 feet to a point; the beginning of a compound curve to the left with a radius of 19.00 feet, a central angle of 78 degrees 46 minutes 47 seconds , and a chord bearing and distance of South 49 degrees 36 minutes 18 seconds West, 24.11 feet; THENCE in a westerly direction, with said compound curve to the left, an arc distance of 26.12 feet to a point for corner; THENCE South 10 degrees 12 minutes 55 seconds West a distance of 66.93 feet to a point; THENCE along a curve to the left with a radius of 27.50 feet and an arc length of 23.32 feet, said curve having a chord bearing of South 15 degrees 09 minutes 50 seconds East and a chord distance of 22.63 feet to a point at the northerly right of way line of Old Milton Parkway (right of way varies); THENCE along said right of way line along a curve to the right with a radius of 2,225.02 feet and an arc length of 43.30 feet, said curve having a chord bearing of North 80 degrees 01 minutes 04 seconds West and a chord distance of 43.30 feet to a point; THENCE along a curve to the right with a radius of 2,129.23 feet and an arc length of 36.77 feet, said curve having a chord bearing of North 78 degrees 58 minutes 34 seconds West and a chord distance of 36.77 feet to a point; said point being the POINT OF BEGINNING.

Said tract or parcel contains 34,307 square feet or 0.7876 acres of land.

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



PARK WALKE II

UTILITY EASEMENT EXHIBIT
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

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

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

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0952 **Meeting Date:** 12/17/2025

Department
Real Estate and Asset Management

Requested Action
Request approval of a Sewer Easement Dedication of 34,307 square feet to Fulton County, a political subdivision of the State of Georgia, from JBGL Atlanta Development 2014, LLC, for the purpose of constructing the Park Walke Phase II Project at 2260 Old Milton Parkway, Alpharetta, Georgia 30009.

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

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Scope of Work: The proposed Park Walke Phase II Project, a residential development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit.

The easement area to be conveyed to the County consists of 34,307 square feet and is located in Land Lot 748 of the 1st District, 2nd Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name : Park Walke II
Tax Parcel Identification No.: 12 270307480305
Land Disturbance Permit No.: WRN24-066
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 8th day of September, 2025, between JBGL Atlanta Development 2014, 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) 748 of the 1st District, 2nd Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

Park Walke II

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 8 day of September, 20 25 in the presence of:

Witness

Notary Public

[NOTARIAL SEAL]

KRISTY LYN CHANDLER
Notary ID #129770238
My Commission Expires
April 1, 2026

GRANTOR: JBGL Atlanta Development 2014, LLC
CORPORATE NAME

By:

Print Name: Veronica Edwards

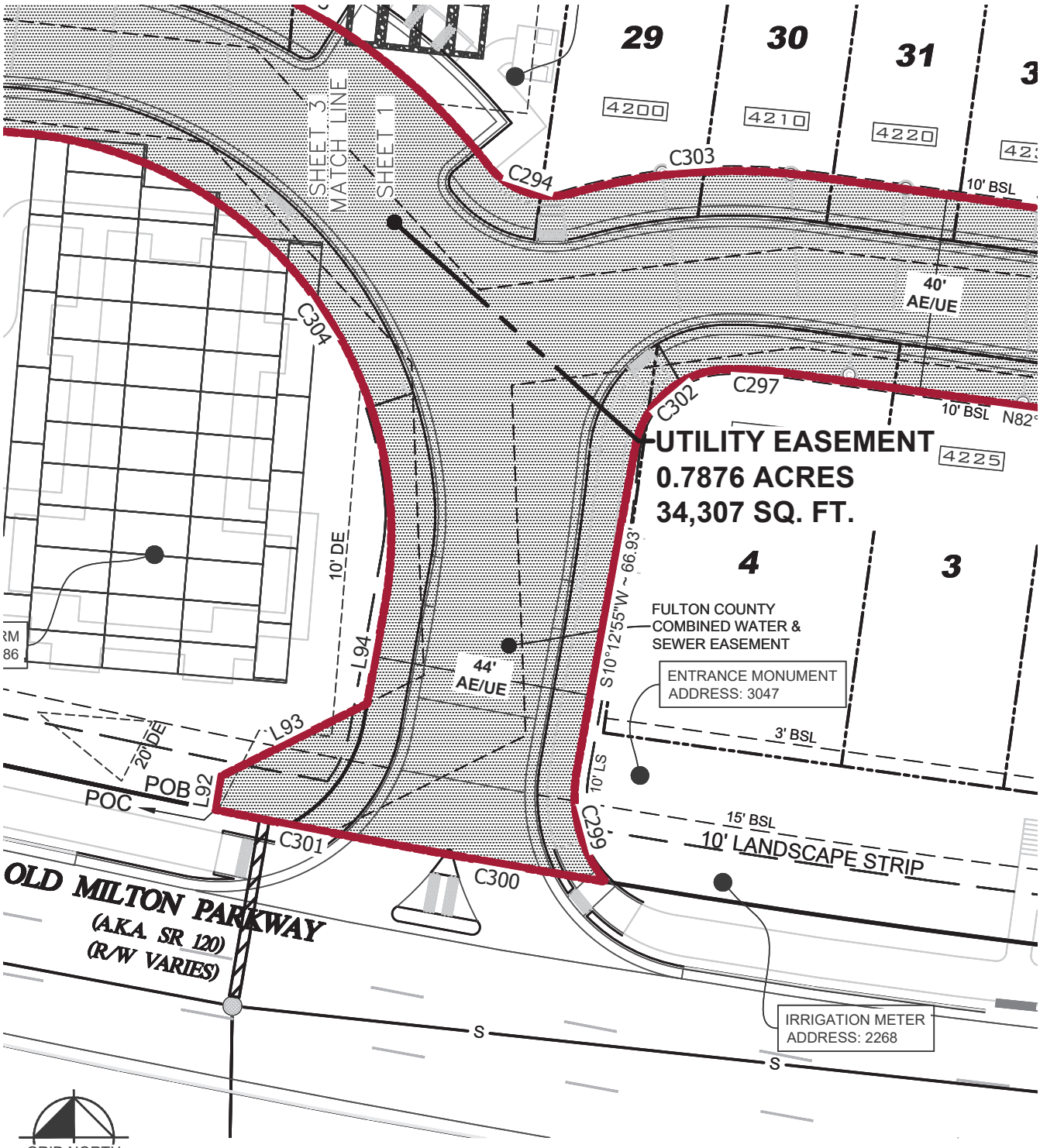
Title: Authorized Representative

By: _____

Print Name: _____

Title: _____

[CORPORATE SEAL]



GRID NORTH

GA WEST

GEORGIA PROFESSIONAL LAND SURVEYOR KEVIN GLENN PATE NO. 3499 09/15/25

A B
09/16/25

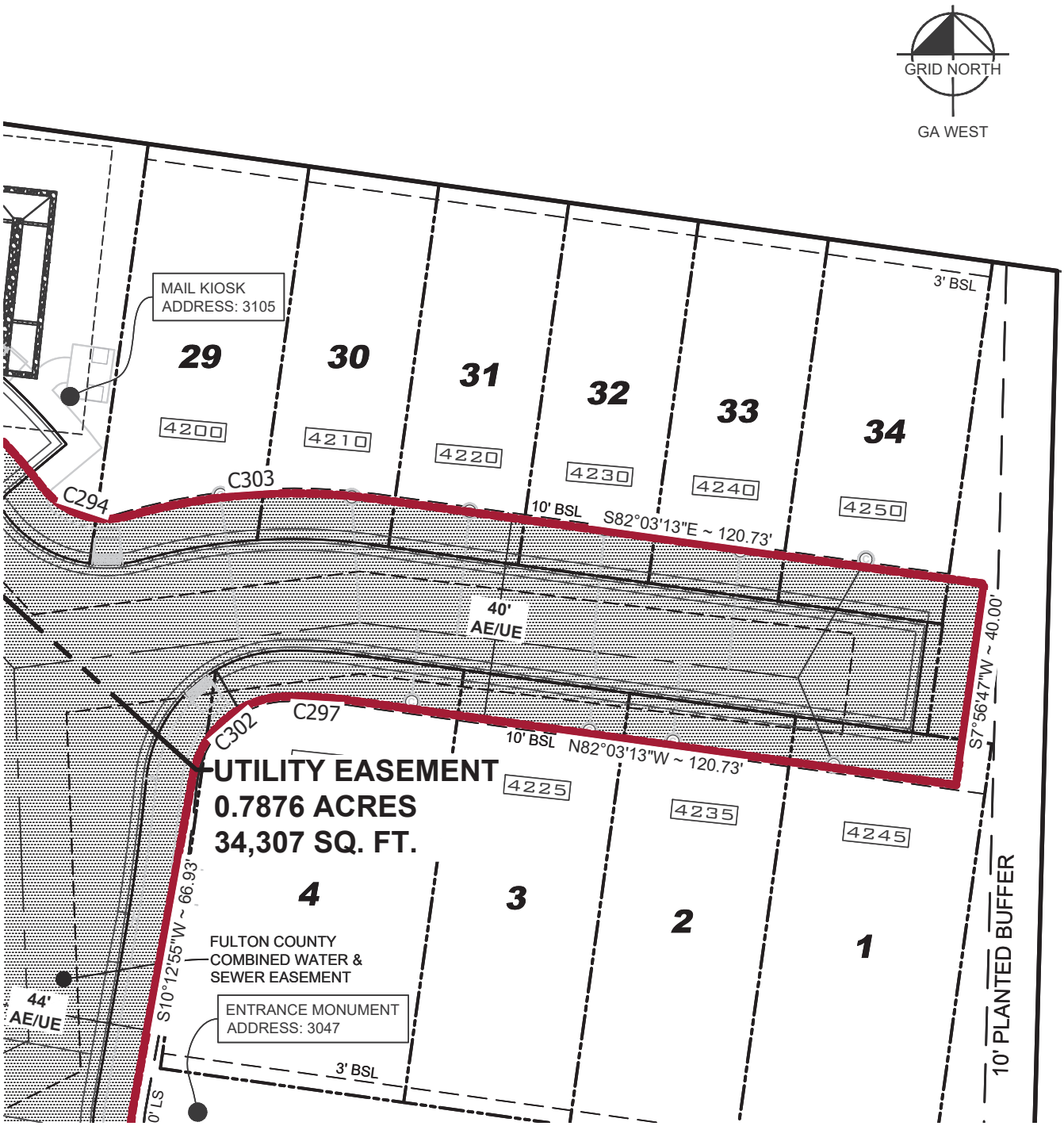
PARK WALKE II

UTILITY EASEMENT EXHIBIT
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

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

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

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



PARK WALKE II

UTILITY EASEMENT EXHIBIT
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

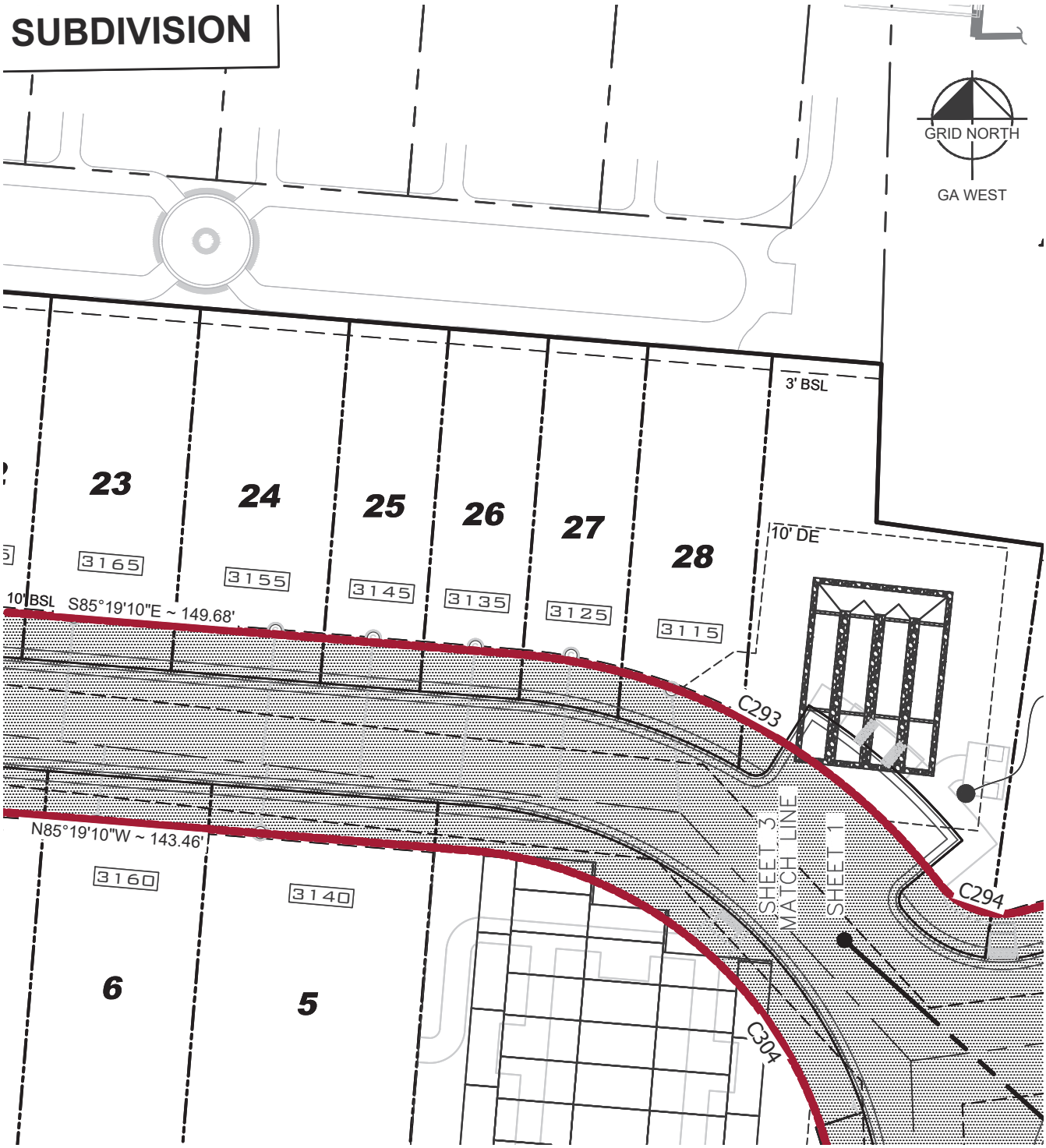
KEVIN PATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 3499
3930 EAST JONES BRIDGE,
SUITE 350
PEACHTREE CORNERS, GEORGIA
30092 PH. (470) 579-5064
KEVIN.PATE@kimley-horn.com

GEORGIA PROFESSIONAL NO. 3499 09/15/25 LAND SURVEYOR KEVIN GLENN PATE

A B 09/16/25

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	KGP	BDP	Sep. 2025	019913051	2 OF 7



PARK WALKE II

UTILITY EASEMENT EXHIBIT
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

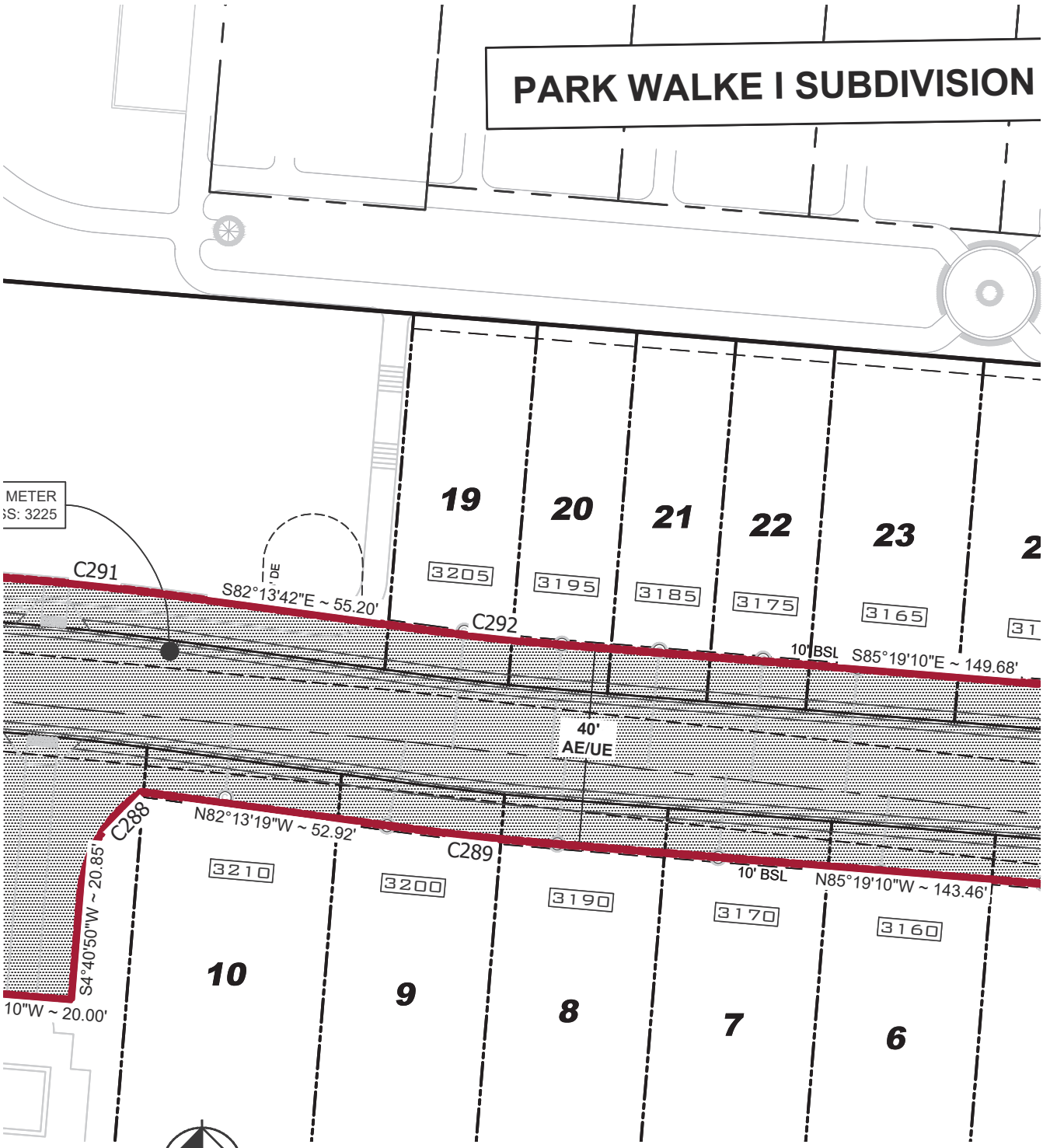
GEORGIA PROFESSIONAL ENGINEER NO. 3499 09/15/25 LAND SURVEYOR KEVIN GLENN PATE

A B 09/16/25

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

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	KGP	BDP	Sep. 2025	019913051	3 OF 7



PARK WALKE II

UTILITY EASEMENT EXHIBIT
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

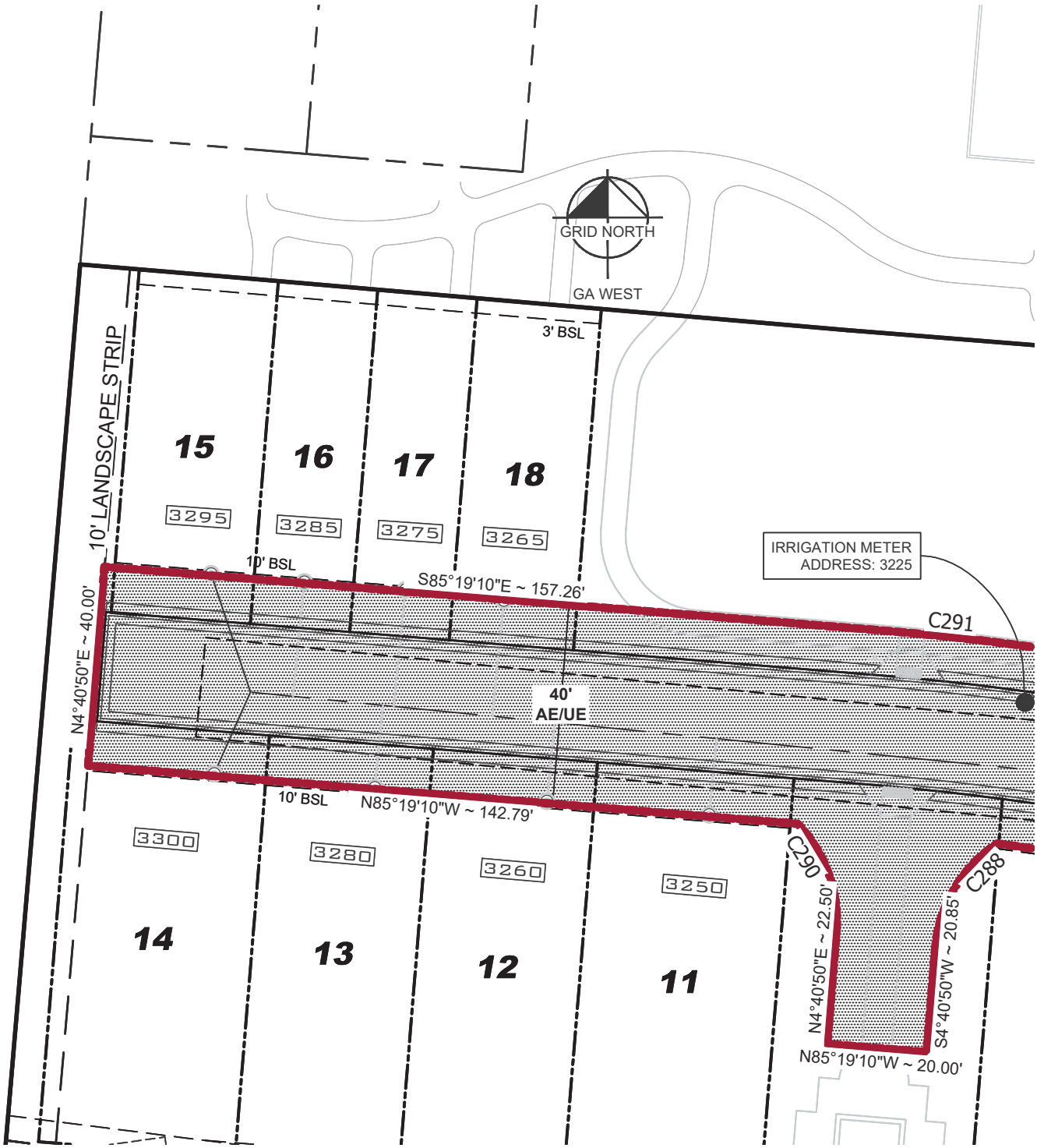
A B
09/16/25

GEORGIA PROFESSIONAL
NO. 3499
09/15/25
LAND SURVEYOR
KEVIN GLENN PATE

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

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	KGP	BDP	Sep. 2025	019913051	4 OF 7



PARK WALKE II

UTILITY EASEMENT EXHIBIT
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

A B

09/16/25

GEORGIA PROFESSIONAL NO. 3499 09/15/25 LAND SURVEYOR KEVIN GLENN PATE

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

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

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

Parcel Table				
Line #/Curve #	Radius	Length	Bearing	Distance
C288	28.00'	25.26'	S30°31'29"W	24.41'
C289	520.00'	28.11'	N83°46'14"W	28.11'
C290	28.00'	23.75'	N19°36'52"W	23.04'
C291	520.00'	25.54'	S83°54'44"E	25.54'
C292	480.00'	25.95'	S83°46'14"E	25.95'
C293	119.00'	98.90'	S61°30'41"E	96.07'
C294	16.00'	19.00'	S71°38'41"E	17.91'
C297	80.00'	12.50'	N86°31'45"W	12.49'
C299	27.50'	23.32'	S15°09'50"E	22.63'
C300	2225.02'	43.30'	N80°01'04"W	43.30'
C301	2129.23'	36.77'	N78°58'34"W	36.77'
C302	19.00'	26.12'	S49°36'18"W	24.11'
C303	120.00'	49.47'	N86°08'15"E	49.12'
C304	81.00'	135.06'	N37°33'08"W	119.95'
L92			N9°32'23"E	6.81'
L93			N63°35'03"E	32.96'
L94			N10°13'34"E	20.31'

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

GEORGIA PROFESSIONAL NO. 3499 09/15/25 LAND SURVEYOR KEVIN GLENN PATE

PARK WALKE II

UTILITY EASEMENT EXHIBIT
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	KGP	BDP	Sep. 2025	019913051	6 OF 7

PROPERTY DESCRIPTION - PARK WALKE II UTILITY EASEMENT

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

COMMENCING at a point at the intersection of the easterly right of way line of Haynes Bridge Road (right of way varies) and the northerly right of way line of Old Milton Parkway (right of way varies); THENCE proceeding along said right of way line of Old Milton Parkway the following courses and distances: South 82 degrees 47 minutes 25 seconds East a distance of 35.23 feet to a point; THENCE South 82 degrees 47 minutes 24 seconds East a distance of 31.41 feet to a point; THENCE along a curve to the right with a radius of 3,763.00 feet and an arc length of 68.17 feet, said curve having a chord bearing of South 82 degrees 17 minutes 16 seconds East and a chord distance of 68.17 feet to a point; THENCE along a curve to the right with a radius of 3,897.97 feet and an arc length of 155.48 feet, said curve having a chord bearing of South 80 degrees 38 minutes 34 seconds East and a chord distance of 155.47 feet to a point; THENCE South 00 degrees 42 minutes 49 seconds West a distance of 10.29 feet to a point; THENCE along a curve to the right with a radius of 3,884.72 feet and an arc length of 95.10 feet, said curve having a chord bearing of South 78 degrees 43 minutes 52 seconds East and a chord distance of 95.10 feet to a point; THENCE South 78 degrees 01 minutes 48 seconds East a distance of 66.36 feet to a point; THENCE along a curve to the left with a radius of 2,626.51 feet and an arc length of 16.99 feet, said curve having a chord bearing of South 78 degrees 13 minutes 11 seconds East and a chord distance of 16.99 feet to a point; said point being the POINT OF BEGINNING.

THENCE from said POINT OF BEGINNING leaving the northerly right of way line of Old Milton Parkway (right of way varies) and proceeding along the edge of a private access and utility easement known as Paley Drive (44' in width) and Greenacre Trace (40' in width) North 9 degrees 32 minutes 23 seconds East a distance of 6.81 feet to a point; THENCE North 63 degrees 35 minutes 03 seconds East a distance of 32.96 feet to a point; THENCE North 10 degrees 13 minutes 34 seconds East a distance of 20.31 feet to a point; THENCE along a curve to the left with a radius of 81.00 feet and an arc length of 135.06 feet, said curve having a chord bearing of North 37 degrees 33 minutes 08 seconds West and a chord distance of 119.95 feet to a point; THENCE North 85 degrees 19 minutes 10 seconds West a distance of 143.46 feet to a point; THENCE along a curve to the right with a radius of 520.00 feet and an arc length of 28.11 feet, said curve having a chord bearing of North 83 degrees 46 minutes 14 seconds West and a chord distance of 28.11 feet to a point; THENCE North 82 degrees 13 minutes 19 seconds West a distance of 52.92 feet to a point; THENCE along a curve to the left with a radius of 28.00 feet and an arc length of 25.26 feet, said curve having a chord bearing of South 30 degrees 31 minutes 29 seconds West and a chord distance of 24.41 feet to a point; THENCE South 04 degrees 40 minutes 50 seconds West a distance of 20.85 feet to a point; THENCE North 85 degrees 19 minutes 10 seconds West a distance of 20.00 feet to a point; THENCE North 04 degrees 40 minutes 50 seconds East a distance of 22.50 feet to a point; THENCE along a curve to the left with a radius of 28.00 feet and an arc length of 23.75 feet, said curve having a chord bearing of North 19 degrees 36 minutes 52 seconds West and a chord distance of 23.04 feet to a point; THENCE North 85 degrees 19 minutes 10 seconds West a distance of 142.79 feet to a point; THENCE North 04 degrees 40 minutes 50 seconds East a distance0.00 feet to a point; THENCE South 85 degrees 19 minutes 10 seconds East a distance of 157.26 feet to a point; THENCE along a curve to the right with a radius of 520.00 feet and an arc length of 25.54 feet, said curve having a chord bearing of South 83 degrees 54 minutes 44 seconds East and a chord distance of 25.54 feet to a point; THENCE South 82 degrees 13 minutes 42 seconds East a distance of 55.20 feet to a point; THENCE along a curve to the left with a radius80.00 feet and an arc length of 25.95 feet, said curve having a chord bearing of South 83 degrees 46 minutes 14 seconds East and a chord distance of 25.95 feet to a point; THENCE South 85 degrees 19 minutes 10 seconds East a distance of 149.68 feet to a point; THENCE along a curve to the right with a radius of 119.00 feet and an arc length of 98.90 feet, said curve having a chord bearing of South 61 degrees 30 minutes 41 seconds East and a chord distance of 96.07 feet to a point; THENCE along a curve to the left with a radius of 16.00 feet and an arc length of 19.00 feet, said curve having a chord bearing of South 71 degrees 38 minutes 41 seconds East and a chord distance of 17.91 feet to a point; THENCE along a curve to the right with a radius of 120.00 feet and an arc length of 9.47 feet, said curve having a chord bearing of North 86 degrees 08 minutes 15 seconds East and a chord distance of 9.12 feet to a point; THENCE South 82 degrees 03 minutes 13 seconds East a distance of 120.73 feet to a point; THENCE South 07 degrees 56 minutes 47 seconds West a distance0.00 feet to a point; THENCE North 82 degrees 03 minutes 13 seconds West a distance of 120.73 feet to a point; THENCE along a curve to the left with a radius of 80.00 feet and an arc length of 12.50 feet, said curve having a chord bearing of North 86 degrees 31 minutes 45 seconds West and a chord distance of 12.49 feet to a point; the beginning of a compound curve to the left with a radius of 19.00 feet, a central angle of 78 degrees 46 minutes 47 seconds , and a chord bearing and distance of South 49 degrees 36 minutes 18 seconds West, 24.11 feet; THENCE in a westerly direction, with said compound curve to the left, an arc distance of 26.12 feet to a point for corner; THENCE South 10 degrees 12 minutes 55 seconds West a distance of 66.93 feet to a point; THENCE along a curve to the left with a radius of 27.50 feet and an arc length of 23.32 feet, said curve having a chord bearing of South 15 degrees 09 minutes 50 seconds East and a chord distance of 22.63 feet to a point at the northerly right of way line of Old Milton Parkway (right of way varies); THENCE along said right of way line along a curve to the right with a radius of 2,225.02 feet and an arc length of 43.30 feet, said curve having a chord bearing of North 80 degrees 01 minutes 04 seconds West and a chord distance of 43.30 feet to a point; THENCE along a curve to the right with a radius of 2,129.23 feet and an arc length of 36.77 feet, said curve having a chord bearing of North 78 degrees 58 minutes 34 seconds West and a chord distance of 36.77 feet to a point; said point being the POINT OF BEGINNING.

Said tract or parcel contains 34,307 square feet or 0.7876 acres of land.

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



PARK WALKE II

UTILITY EASEMENT EXHIBIT
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

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

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

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0953 **Meeting Date:** 12/17/2025

Department
Real Estate and Asset Management

Requested Action
Resolution approving a Ground Lease Agreement between Fulton County, Georgia and the City of Roswell, Georgia to lease county-owned real property commonly known as Chattahoochee River Park, located at 575 Riverside Road, Roswell, Georgia 30075; authorizing the Chairman of the Fulton County Board of Commissioners to execute the Ground Lease Agreement and any related documents; authorizing the County Attorney to approve the Ground Lease Agreement and any related documents as to form and make necessary modifications thereto prior to execution; and for other purposes.

Requirement for Board Action
Pursuant to Fulton County Code § 1-117, the Fulton County Board of Commissioners has exclusive jurisdiction and control over directing and controlling all the property of Fulton County, as they may deem expedient, according to law.

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☐
District 3 ☒
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Scope of Work: The City of Roswell is seeking approval from the Fulton County Board of Commissioners to execute a long-term lease agreement for County-owned real property located at 575 Riverside Drive, Roswell, Georgia 30075. The subject property is currently used as a park for

residents of the City of Roswell and Fulton County. The Department of Real Estate and Asset Management (DREAM) and the City of Roswell have negotiated mutually acceptable rental terms, subject to approval by the Board of Commissioners.

The City of Roswell has requested this long-term lease agreement be executed prior to completing planned improvements that include a new amphitheater facility, a new water-park feature, resurfacing and expansion of onsite parking lots, and new entrances. The initial lease term will be twenty-five (25) years, with an option to renew for an additional twenty-five (25) years. The annual rental rate will be set at one dollar ($1.00), with consideration for the rental provided through planned capital repairs, maintenance, and improvements to be completed by the City of Roswell at its own cost, as well as the added benefit of a new concert venue and water park for County residents.

In the event the County terminates the Lease for convenience prior to the Lease's 20-year anniversary, the County has agreed to reimburse Roswell for the then-outstanding bond debt dedicated to Park improvements and renovations, with such amounts further described in the Ground Lease Agreement.

Community Impact: A new lease agreement is required for the City of Roswell to continue occupancy and daily operations, as well as meaningful park improvements and expansions. This initiative is expected to have a meaningful and positive impact on the surrounding community by providing a safe, inclusive, and accessible environment for residents to enjoy the planned park facilities.

Department Recommendation: The Department of Real Estate and Asset Management, DREAM, recommends approving the Ground Lease Agreement to formalize the negotiated rental terms with the City of Roswell**.**

Project Implications: The approval of a long-term Ground Lease Agreement will serve as a public affirmation of the collaborative partnership between Fulton County and the City of Roswell, confirming a shared commitment to enhancing the delivery of government services for all residents and visitors throughout Fulton County.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Annual rental incomes and all payments to be received from the city of Roswell will be deposited into the General Fund.

A RESOLUTION APPROVING A GROUND LEASE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND THE CITY OF ROSWELL, GEORGIA TO LEASE COUNTY-OWNED REAL PROPERTY COMMONLY KNOWN AS CHATTAHOOCHEE RIVER PARK, LOCATED AT 575 RIVERSIDE RD, ROSWELL, GEORGIA 30075; AUTHORIZING THE CHAIRMAN OF THE FULTON COUNTY BOARD OF COMMISSIONERS TO EXECUTE THE GROUND LEASE AGREEMENT AND ANY RELATED DOCUMENTS; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE THE GROUND LEASE AGREEMENT AND ANY RELATED DOCUMENTS AS TO FORM AND MAKE NECESSARY MODIFICATIONS THERETO PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.

WHEREAS, Fulton County, Georgia ("Fulton County") is a political subdivision of the State of Georgia, existing as such under and by the Constitution, statutes, and laws of the State; and

WHEREAS, Fulton County owns certain real property located at 575 Riverside Rd, Roswell, GA 30075, consisting of approximately 80.95 acres, commonly known as Chattahoochee River Park ("Property"); and

WHEREAS, the City of Roswell, a municipal corporation of the state of Georgia ("Roswell"), and Fulton County previously entered into an Intergovernmental Agreement as of December 31, 1998 (as amended August 18, 1999, the "IGA") pursuant to which Fulton County leased to Roswell the Chattahoochee River Park and other related County-owned properties; and

WHEREAS, pursuant to the IGA, Roswell operates the Chattahoochee River Park and provides other services on the Property, for the benefit of the residents of the City of Roswell and Fulton County; and

WHEREAS, the term of the IGA has expired; and

WHEREAS, Roswell submitted a request to the Fulton County Department of Real Estate and Asset Management Department ("DREAM") to enter into a new long-term

ground lease of the Property ("Ground Lease") so that Roswell may initiate new programs and renovate the Property as needed, and continue to operate, maintain, and provide additional services within the Property for the benefit of Roswell and Fulton County; and

WHEREAS, DREAM and Roswell have negotiated mutually acceptable terms for Roswell's lease of the Property, which include an initial term of twenty-five (25) years with an option to renew for an additional twenty-five (25) years; and

WHEREAS, in lieu of monetary compensation for Roswell's lease of the Property, Roswell will maintain, operate, and repair the Property, including designing, constructing, maintaining and operating renovations, all at Roswell's sole expense, in addition to providing other services within the Property, as further described in the Ground Lease, to County residents; and

WHEREAS, in the event the County terminates the Ground Lease for convenience prior to the twentieth anniversary of such Lease, the County has agreed to reimburse Roswell for the then-outstanding bond debt associated with Roswell's renovations of the amenities on the Property; and

WHEREAS, Article 9, Section 3, Paragraph 1(a) of the Constitution of the State of Georgia authorizes counties to contract with municipalities for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide; and

WHEREAS, pursuant to Fulton County Code § 1-117, the Fulton County Board of Commissioners has exclusive jurisdiction and control over directing and controlling all the property of the County, as they may deem expedient, according to law.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby approves the Ground Lease Agreement between Fulton County, Georgia, and the City of Roswell, Georgia, a municipal corporation of the State of Georgia, in substantially the form attached hereto as Exhibit A, for the purpose of leasing County-owned property located at 575 Riverside Rd, Roswell, Georgia 30075, to Roswell to provide government services.

BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners is hereby authorized to execute the Ground Lease Agreement and any related documents.

BE IT FURTHER RESOLVED, that the County Attorney is hereby authorized to approve the Ground Lease Agreement and any related documents as to form, and to make modifications thereto as are necessary to protect the interests of Fulton County, prior to execution by the Chairman.

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

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this _____ day of _____, 2025.

FULTON COUNTY BOARD OF COMMISSIONERS

_____
Robert L. Pitts, Chairman

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo
County Attorney

Exhibit A

Form of Ground Lease Agreement

STATE OF GEORGIA

COUNTY OF FULTON

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease") is made and entered into this ___ day of _____, 2025 (the "Effective Date"), by and between **Fulton County**, **Georgia,** a political subdivision of the State of Georgia (herein "Lessor"), and the **City of Roswell**, a municipal corporation organized and existing under the laws of the State of Georgia (herein "Lessee"). Lessor and Lessee may each be individually referred to as Party, or together, as Parties herein.

WITNESSETH:

WHEREAS, Article 9, Section 3, Paragraph 1(a) of the Constitution of the State of Georgia authorizes counties to contract with municipalities for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide; and

WHEREAS, O.C.G.A § 36-36-2(5) confers upon Lessee the power to contract with any other political subdivision for the provision of joint services and for the joint use of facilities and equipment; and

WHEREAS, Lessor owns certain real property consisting of approximately [80.95] +/- acres, located at 575 Riverside Rd, Roswell, GA 30075, with Tax Parcel IDs of 12-1630-0230-010-2; 12-1630-0273-014-2; 12-1603-0272-009-3; 12-1620-0271-046-8; 12-1730-0295-009-5; 12-1730-0334-005-6; 12-1830-0340-022-4; 12-1931-0380-007-2; 12-2030-0457-002-9; and 12-2120-0458-042-5 (the "Property"); and

WHEREAS, the Parties previously entered into an Intergovernmental Agreement as of December 31, 1998 (as amended August 18, 1999, the "IGA") pursuant to which Lessor leased to Lessee the Chattahoochee River Park and other County-owned properties, with such leased premises as further described in the IGA; and

WHEREAS, pursuant to the IGA, Lessee operates the Chattahoochee River Park and provides other services on the Property, as further described in the IGA, for the benefit of the residents of the City of Roswell and Fulton County; and

WHEREAS, the term of the IGA has lapsed; and

WHEREAS, Lessee wishes to further develop the Chattahoochee River Park located on the Property, including the construction of an event space, additional play areas, new restroom facilities, and a reconfigured parking lot, among other improvements for the benefit of residents of the City of Roswell and Fulton County (the "Project"); and

WHEREAS, the Parties wish for Lessee to continue to lease the Leased Premises (as defined below) from Lessor so that Lessee may initiate new programs and renovate the Property as needed to complete the Project and continue to operate, maintain, and provide additional services within the Leased Premises for the benefit of the City of Roswell and Fulton County; and

DRAFT

WHEREAS, the recitals hereto are incorporated herein as part of this Lease Agreement.

NOW THEREFORE, for and in consideration of the mutual promises between the Parties herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties mutually agree as follows:

1.
Leased Premises

Lessor, for and in consideration of the covenants, agreements and stipulations hereinafter mentioned, to be kept and performed by Lessee, does lease unto the said Lessee, and said Lessee hereby agrees to lease, and take upon the terms and conditions which hereinafter appear, the premises consisting of those areas of land containing approximately [80.95] +/- acres, as more particularly described in Exhibit A (such land, the "Leased Premises").

2.
Consideration

The Parties agree that, in lieu of monetary rental payments to be made by Lessee, Lessee's maintenance, operation, upkeep, and repair of the Leased Premises, including the design, construction, maintenance, and operation of the Project, all at Lessee's sole cost, in addition to providing any and all services within the Leased Premises as further described in Section 8.2 herein, are adequate consideration for Lessor entering into this Lease for use of the Leased Premises.

3.
Lease Term

Subject to the terms and conditions herein, Lessee shall have and hold the Leased Premises as described in this Lease. Following execution by the Parties, this Lease shall have an initial term of twenty-five (25) years, commencing on the Effective Date and through _____, 2050 ("Initial Term"). After the Initial Term and provided Lessee is not in default as defined herein, or this Lease is not sooner terminated, pursuant to Section 11 herein, Lessee shall have one twenty-five (25) year renewal term ("Renewal Term", and together with the Initial Term, the "Term"); provided that Lessee delivers to the Fulton County Manager a written notice of renewal at least one (1) year prior to the expiration of the Initial Term.

It is understood that, at the end or upon termination of this Lease, including where all options to renew are exercised and granted, this Lease shall terminate absolutely and without further obligation on the part of the Lessor or Lessee, except as to those provisions and obligations that survive termination. However, upon the mutual written agreement of the Parties, a new lease for Lessee's use and occupation of the Property may be executed.

4.
Use of Premises

4.1 Continuous Park Usage. Lessee shall utilize the Leased Premises solely and continuously for the purposes of daily park and recreation purposes. In the event that the Leased Premises cease to be used solely and continuously for park and recreation purposes for thirty (30)

days in any six-month period, and Lessor provides Lessee with written notice of such failure, Lessee shall promptly resume using the Leased Premises for park and recreation purposes and cease all incompatible uses.

Notwithstanding the above, any closures or cessations of use of the Leased Premises for park purposes related to the Project, including but not limited to its construction or installation, shall not trigger Lessor's right to terminate as described in this Section 4 so long as Lessee has provided thirty (30) days' prior written notice to Lessor describing the estimated schedule and areas of the closing(s), which shall not be unreasonable in length and/or size.

4.2 No Waste; Compliance with Rules and Regulations. Lessee shall not allow waste on the Leased Premises. The Leased Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass. Lessee hereby agrees to comply with any and all applicable municipal, county, state, and federal regulations or requirements or in any way relating to the construction, use, and occupancy of the Leased Premises. Lessee agrees to comply with all rules, regulations or special stipulations for the use of the Leased Premises hereafter adopted by Lessor if made known to Lessee in writing in advance of adoption, which shall have the same force and effect as the covenants of this Lease. Lessee shall be responsible for ensuring that its guests, visitors, patrons, agents, employees, vendors, and contractors are aware of and observe all such rules and regulations.

4.3 No Damage. Lessee shall not permit or allow the Leased Premises to be damaged or diminished in value by any act or negligence of Lessee or Lessee's officers, guests, visitors, patrons, agents, employees vendors, or contractors, in any manner whatsoever, ordinary wear and tear excepted.

4.4 No Interference. Lessee's use and/or occupation of the Leased Premises shall not materially interfere with or impede any necessary Lessor work on the Leased Premises, including but not limited to maintenance or repair of Lessor's sewer system or any other Lessor-owned or operated utilities under, across, or within the Leased Premises. Lessor shall provide Lessee with at least five (5) days' notice prior to any needed access of Leased Premises for such work, except in the event of emergencies, in which case Lessor shall provide as much notice as practicable.

5.
Signage

The signage upon the Leased Premises shall reflect that the Leased Premises and other parts of the River Walk System constructed on Lessor's property are joint facilities of Fulton County and the City of Roswell. Any changes in signage affecting the foregoing provision shall be approved by Lessor prior to the installation or display of such sign(s) on the Leased Premises.

6.
Fulton County Access

All residents of Fulton County shall retain the same ability to use the existing Leased Premises and any future developments on the Leased Premises under the same terms and conditions as enjoyed by City of Roswell residents. Lessee covenants that this provision is material to the Lease and that failure to adhere to this requirement shall constitute a default under this Lease, and as further described in Section 11.1 herein.

The Leased Premises shall be made available for use by Fulton County, subject to reasonable scheduling, at no charge, except for reimbursement of direct costs incurred by Lessee, including utilities, custodial services, and security services, if necessary.

7.
Condition of the Leased Premises

Lessee accepts the Leased Premises in its condition "as is, where is" and as suited for the Project. Lessee has examined and knows the condition of the Leased Premises and has received the same in good order and repair, and no representations as to the condition or repair thereof have been made by Lessor, or the agent of Lessor prior to or at the execution of this Lease, that are not herein expressed. Lessee agrees that it will take good care of the Leased Premises and suffer no waste or injury thereto and keep and maintain same in good and clean condition, "normal" wear and tear and any damage or impact due to the construction of the Project excepted.

Lessee shall promptly notify Lessor of any condition on the Leased Premises that may require the immediate attention of Lessor.

8.
Utilities; City Services

8.1 Utilities. Lessee shall contract and pay for all utility services necessary, including but not limited to, electricity, water, sewer, gas, fuel, and garbage/sanitation, for its operations and Project on the Leased Premises and assume any and all operating costs associated therewith.

8.2 City Services. Lessee shall assume and be responsible for providing, at Lessee's sole expense, all of the services it provides to areas within the municipal limits of the City of Roswell, including but not limited to, police, fire, 911, sanitation, and street maintenance services, including pothole repair.

9.
Liability; Insurance; Bonds

9.1 Liability. Lessee shall be responsible for any damages caused by Lessee to the Leased Premises, any damages to the Leased Premises caused by someone under Lessee's control or direction, and for third party liability and claims of any kind resulting from its occupancy, construction, maintenance, or other work undertaken by Lessee on Lessee's behalf on the Leased Premises, including but not limited to injury to persons or property on or about the Leased Premises caused by the acts or omissions of Lessee and/or Lessee's agents, employees, officials, vendors, contracts, and the like. Lessee shall not be responsible for any damages caused by Lessor or invitees or agents on the Leased Premises or by anyone under Lessor's control or direction. Nothing herein shall be construed as a waiver of Fulton County, as Lessor's, or City of Roswell, as Lessee's, sovereign immunity or any governmental immunity available to their officials, employees or agents. Should Lessee utilize the services of a private contractor or subcontractor, to perform work or services on the Leased Premises, Lessee shall insert language in the contract with the contractor or subcontractor requiring the contractor or subcontractor to hold the City of Roswell and Fulton County harmless, from all claims, actions, damages, liability, and expense, including without limitation reasonable attorneys' fees and costs, in connection with personal injury or property damage arising out of the acts or omissions of the contractor or subcontractor

and its employees, agents, contractors or volunteers upon the Leased Premises or the surrounding property in conducting the scope of work.

9.2 Nonliability of Lessor. Lessor shall not be liable for any damage to, or loss of, Lessee's property or loss of use of Lessee's property through theft or otherwise, or damage done or occasioned by or from water, snow or ice, vegetation or pests, nor for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous property. Nothing herein shall be considered as a waiver of Lessor's sovereign immunity or the waiver of any immunity of Lessor's officials, employees, or agents. Without affecting any other rights or remedies, Lessee hereby releases and relieves Lessor and waives its entire right to recover damages against Lessor, for loss of or damage to the Project arising out of or incident to the perils required to be insured against herein. The effect of such release and waiver is not limited by the amount of insurance carried or required or by any deductibles applicable thereto. If such waiver of subrogation is not already a feature of Lessee's insurance policies, Lessee agrees to cause their property damage insurance carriers to waive any right to subrogation that such companies may have against Lessor.

9.3 Insurance. Lessee agrees to obtain, or self-fund, and maintain in full force and effect without interruption during the entire Term of this Lease, all of the insurance required as specified in Exhibit B, Insurance and Risk Management Requirements, attached hereto, in addition to all insurance required by this Section 9, with Lessor as an additional insured, and shall furnish Lessor a Certificate of Insurance or equivalent showing the required coverage, all at no cost to Lessor. The cancellation of any policy of insurance required by this Lease shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code. Prior to any change or expiration of required insurance, Lessee shall furnish Lessor the new Certificate of Insurance or equivalent showing the new required coverage. Lessee shall also send Lessor a notice of annual coverage for each year no later than January 31st. All policies shall protect the Lessor and Lessee on a primary basis from any and all claims arising out of or in connection with the Lessee activities and/or operations in connection with the use, development, construction, or operation of activities on said Leased Premises. Lessee shall also be responsible for obtaining insurance for its personal property on the Leased Premises.

Lessee insurance shall apply as Primary Insurance before any other insurance or self-insurance, including deductibles, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

Failure to maintain any required insurance coverage shall constitute an event of default by Lessee under this Lease, subject to the notice and cure rights contained herein, or Lessor may (without obligation) purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverages may be maintained. In such event, Lessee shall immediately reimburse Lessor for the cost of same plus interest, commencing from the date the amount is paid by Lessor.

Notwithstanding anything in this Lease to the contrary, Lessee agrees that Lessor may self-fund any and all insurance required of Lessor under this Lease.

9.4 Builder's Risk Insurance. Lessee shall, or cause its contractors to, also maintain and provide a Builder's Risk Insurance Policy to cover the Project. It shall be "All Risk" completed value insurance coverage on all completed work and work in progress to the full replacement value thereof, with a deductible not to exceed $10,000.00. Lessor shall be included as an additional

named insured. Coverage shall continue until the construction of the Project is completed and accepted as such in writing by Lessor.

9.5 Fire and Hazard Insurance. Once construction of the Project is complete, Lessee shall also maintain a fire and all risks hazard insurance coverage upon the improvements on the Leased Premises, such insurance to be in an amount not less than $2,000,000.00, or the full replacement cost of the improvements, exclusive of excavations and foundations, whichever is greater. Lessor shall be an additional insured on such policy as its interests may appear. Such insurance shall be primary insurance and shall pay all claims to its limits of liability before any payments are to be made by the State of Georgia Operational Hazard Reserve or Tort Claims Funds. In the event of any damage or loss, Lessee shall notify Lessor immediately.

9.6 Bonds. Lessee shall be required to obtain and keep in force at all times performance and payment bonds in the amount of one hundred percent (100%) of the Project cost. Lessee shall also require any contractors to obtain and keep in force at all times bonds sufficient to prevent liens from being created upon the Leased Premises. Bonding company/Surety shall be rated "A" or better in current Key Rating Guide as issued by A.M. Best Company, Inc, Oldwich, NJ and shall be licensed to do business in the State of Georgia. Neither Lessee nor its contractors shall do anything which creates a lien upon the Leased Premises which lien is not removed by payment or bond within thirty (30) business days after Lessee receives notice thereof.

10.
No Assignment or Subletting

Lessee may not assign, transfer, or sublease this Lease without Lessor's prior written consent. In the event that Lessee wishes to enter into a sublease, the Parties agree to negotiate any necessary amendments to this Lease, including amendments to Section 2, in good faith prior to the execution of such a sublease.

11.
Termination for Cause; Termination for Convenience

11.1 Lessee Default. The following events shall be deemed to be events of default by Lessee under this Lease:

(i) a receiver or trustee shall be appointed for the Leased Premises or for all or substantially all of the assets of Lessee;

(ii) Lessee shall abandon or vacate all or any portion of the Leased Premises for more than thirty (30) days or fails to take possession thereof;

(iii) Lessee shall fail to maintain the Leased Premises in operational condition for the enjoyment of residents of the City of Roswell and Fulton County;

(iv) Lessee shall do, or permit to be done, anything which creates a lien upon the Leased Premises which lien is not removed by payment or bond within thirty (30) business days after Lessee receives notice thereof; or

(v) Lessee does not provide all citizens of Fulton County with the same ability to use the existing Leased Premises and any future developments on the Leased Premises

DRAFT

under the same terms and conditions as enjoyed by City of Roswell residents, and does not cure such default within 30 days of receipt of written notice from Lessor of the same.

11.2 Lessor Remedies. Upon the occurrence of any of the aforesaid events of default, Lessor shall have the option to pursue any one or more of the following remedies without any notice of demand whatsoever: provide notice to Lessee of such event of default, at which time Lessee shall be required to promptly take all reasonable steps to remedy the situation and resolve the event of default as soon as possible, Lessor may also, without prejudice to any other remedy which it may have for possession, enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying said Leased Premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim of damages, as permitted by Georgia law, therefore, except as provided in this Section 11.

11.3 Non-Exclusivity of Remedies. Pursuit of any of the foregoing remedies shall not preclude pursuit of any remedy herein provided or any other remedy provided by law or at equity, nor shall pursuit of any remedy herein constitute an election of remedies thereby excluding the later election of an alternate remedy, or a forfeiture or waiver of any other remedy hereunder or of any damages accruing to Lessor by reason of violation of any of the terms, covenants, warranties and provisions herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. In determining the amount of loss or damage, which Lessor may suffer by reason of termination of this Lease following default by Lessee or the deficiency arising by reason of any re-letting of the Leased Premises by Lessor as above provided, allowance shall be made for expense of repossession.

11.4 Lessor Default. In addition to any other remedies provided in this Lease, Lessor's failure to comply with a material term or provision of this Lease shall constitute an event of default. Such default, if not cured within thirty (30) days of receipt of written notice of same from Lessee, shall result in the termination of this Lease.

11.5 Termination for Convenience. Either Party shall have the right to terminate this Lease without cause and for its convenience by written notice to the other Party at least four (4) years prior to the effective date of such termination. Upon any such termination by Lessor or Lessee, any improvements theretofore made, structures constructed upon, or additions to the Leased Premises by Lessee or related to the Project shall remain as a part of the Leased Premises and become the property of Lessor, provided that Lessor shall reimburse any outstanding bond indebtedness remaining for such improvements within the first 20 years of this Lease, in the amounts shown in Exhibit C, attached hereto and incorporated herein by reference. In the event that Lessee terminates for convenience, Lessor shall have no obligations for any responsibility for payment of any outstanding bond indebtedness associated with this Project.

12.
Removal of Effects upon Termination

If Lessee has not removed all of its effects from the Leased Premises at the end of, or at any termination of this Lease, Lessor may, at its option, remove all or part of said effects in any manner that Lessor shall choose and store the same without liability to Lessor for loss thereof, and request that Lessee reimburse Lessor for all expenses incurred in such removal and also storage of said effects.

13.
Quiet Enjoyment

Lessee, upon performing and observing all terms, covenants, and conditions of this Lease on Lessee's part to be performed and observed, shall peaceably and quietly have, hold and enjoy the Leased Premises during the Term of the Lease, as same may be renewed or extended, subject, nevertheless to the terms of this Lease.

14.
Licenses

Lessee shall obtain, at its own expense, all permits and licenses required by all municipal, state, local, and federal authorities now in force, or which may hereafter be in force, pertaining to the performance of the Project and as called for under this Lease. In the event that Lessee or any third party acting on Lessee's behalf serves, distributes, or consumes alcohol on the Leased Premises, Lessee shall ensure that it, or any third party, has obtained all necessary permits and licenses. Lessee shall further provide to Lessor copies of all permits and licenses related to the consumption, distribution, and/or sale of alcohol, as well as the certificates of insurance for any vendors serving, distributing, or selling alcohol on the Leased Premises with Lessor listed as an additional insured.

15.
Condemnation

If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes herein set forth, is condemned by any legally constituted authority for any public use or purpose, or is sold by Lessor in lieu or under threat of condemnation, then in either of said events this Lease shall cease from the time when possession thereof is taken by public authority. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee to recover compensation and damages from the condemnor caused by condemnation. It is further understood and agreed that neither Lessor nor Lessee shall have any rights in any award made to the other by any condemning authority notwithstanding the termination of this Lease as herein provided. For the avoidance of doubt, Lessor will have no obligations for reimbursements of outstanding bond debt in any amount in the event of such a condemnation.

16.
Leasehold Interest

This Lease shall create a ground lease between the Parties, with Lessee having the right to occupy, use, and develop the Project upon the Leased Premises subject to the terms and conditions described herein.

17.
Holding Over

If Lessee remains in possession after expiration or termination of the Lease, without any distinct written agreement by Lessor, Lessee shall be a tenant at will and shall be bound to and shall abide by all of the terms set forth in this Lease, including but not limited to the insurance

provisions set forth herein. There shall be no automatic renewal of this Lease by operation of law after its expiration or termination.

18.
Alterations and Improvements; Lessor Responsibilities

18.1 Plans. Lessee has provided the preliminary plans for the Project to Lessor, as attached hereto as Exhibit D and incorporated herein by reference. Lessee shall continue to share designs, plans, schedule, construction drawings, and the like concerning the Project (collectively, the "Plans") with Lessor, and shall make the same available at Lessor's request with no unreasonable delay, prior to beginning construction or implementation of the Project. Lessor shall submit any feedback or concerns regarding the Plans within thirty (30) days of receipt of the same. Lessee shall obtain Lessor's final approval of all Plans prior to commencement of construction of the Project. Following approval of the Plans, Lessee shall make only those alterations, improvements, or additions to the Leased Premises in compliance with the approved Plans and as necessary for the completion of the Project and in compliance with any additional agreements entered into between the Parties concerning the Project or Lessee's operation, use, and/or maintenance of the Leased Premises. Lessee shall not make any alterations, improvements, or additions to the Leased Premises outside the scope of the Project without first obtaining the prior written consent of the Director of the Fulton County Department of Real Estate and Asset Management and the Director of Public Works, which consent shall not be unreasonably withheld, conditioned, or delayed. All erections, additions, fixtures and improvements, if permanent in character, made in or upon the Leased Premises either by Lessee or Lessor, shall remain upon the Leased Premises at the expiration or earlier termination of the Lease, and shall become Lessor's property with no further action required by either Party, except as required by Section 11.5, above. Lessee covenants that all Plans shall comply with any statute, ordinance, rule or regulation of any applicable governmental agency, department or authority, whether Federal, State or local.

Upon completion of the Project, Lessee shall provide Lessor with notice of the same, and confirm that is has paid all debts, invoices, bills, and costs associated with the Project to protect Lessor from any liens. Lessee shall also provide any as-built drawings, building or site maps, or other documentation of the completed Project reasonably requested by Lessor.

18.2 Lessor Responsibilities. Lessor shall have no responsibility or obligation for any maintenance, repair, or replacement of the Leased Premises or any improvements constructed thereon, including the Project, except as otherwise expressly set forth in this Lease.

In connection with the Project, at any time and from time to time during the Term of this Lease, Lessor shall, upon the written request of Lessee and within the reasonable time frame set forth in such written request and at no cost to Lessor, execute and deliver such instruments as may be reasonably appropriate or necessary for (a) the grant or dedication of any easement, right of way or other property right to any public entity, public utility or service corporation or for the development of the Project, so long as such grant or dedication does not impair the value of the Lessor's fee interest in the real property underlying the Leased Premises and is necessary and directly tied to the development of the Project, or (b) the application to any governmental authority for, or the obtaining of, approvals, consents, general plan amendments, environmental impact reports, specific plans, zoning changes, conditional uses, variances, in each instance for the purpose of permitting Lessee to develop the Project on the Leased Premises, or make any approved alteration or addition to the Project.

19.
Solicitation of Agreement

Lessee represents and warrants to Lessor that neither it nor its officers or agents nor anyone acting on its behalf has employed or retained any company or person to act as a real estate broker in the soliciting or securing of this Lease; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Lease.

20.
Future Financing

Lessee represents and warrants to Lessor that it will finance the Project through bond financing. In the event Lessee desires to obtain financing from a third-party lender, the Parties agree to negotiate in good faith an amendment to this Lease accounting for any additional terms, conditions, covenants, duties, obligations, and rights relating to such financing.

21.
Notices

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid to the following addresses:

To Lessor:

Department of Real Estate and Asset Management
141 Pryor Street, SW
Atlanta, Georgia 30303
Attention: Director

with copies to:

Office of the County Manager
141 Pryor Street, 10th Floor
Atlanta, Georgia 30303
(404) 612-4000

Office of the County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, GA 30303
(404) 612-0246
Attention: Attorney for DREAM

To Lessee:

Legal Department
City of Roswell, Georgia
38 Hill St. Suite 101
Roswell, Georgia 30075_
Attention:

City of Roswell City Administrator
38 Hill Street
Roswell, Georgia 30075

22.
Authority

Lessor and Lessee represent that each party is fully authorized and empowered to enter into this Lease, and that, if required and as necessary, any resolution, motion or similar action has been

duly adopted or passed as an official act of Lessor's and Lessee's governing body both authorizing the execution of this Lease by the signers hereto and authorizing the person(s) identified as the official representative(s) in the Notices Paragraph herein to act in connection with the understandings and assurances contained in this Lease and to provide information from time to time as may be required or requested by Lessor.

23.
Conditions as to Effect of Agreement

The Parties agree that this Lease shall not become binding on Lessor, and Lessor shall incur no liability upon the same, until such Lease has been executed by the Chairman of the Fulton Board of Commissioners, officially sealed by the Clerk to the Commission, approved as to form by the County Attorney or his/her designee and delivered to Lessee.

24.
Environmental Compliance; Hazardous Substances

Lessee and Lessor warrant and agree that, during the Term of the Lease and at its expense, Lessee and/or Lessor, only to the extent Lessor's operation caused such action, shall comply with all laws and regulations (collectively, "Environmental Laws") relating to:

(a) the environment, human health, or natural resources;
(b) regulating, controlling, or imposing liability or standards of conduct concerning any Hazardous Substances (as defined below);
(c) relating to the investigation, response, clean up, remediation, prevention, mitigation, or removal of any Hazardous Substances or the remediation of an environmental condition necessary to comply with any Environmental Laws ("Remedial Action"); and
(d) requiring notification or disclosure of the existence of any environmental conditions or Hazardous Substances on or at the Leased Premises, as any of the foregoing may be amended, supplemented, or supplanted from time to time.

Such compliance shall include Lessee's obligation to take Remedial Action when required by any Environmental Law and to pay all fines, penalties, interest, or other costs imposed by any governmental authorities in connection with any violation or requirement of any Environmental Law. Lessee acknowledges that it shall be responsible for any Remedial Action required by actions or omissions of Lessee while Lessee occupied the Leased Premises pursuant to the IGA, or during the period of time between the expiration of the IGA and the commencement of this Lease.

During the planning and construction of the Project, Lessee shall also be responsible for the remediation, removal, encapsulation, investigation, clean up, prevention, or mitigation of any Hazardous Substances discovered or released on the Leased Premises caused by the action of Lessee. In the event such Hazardous Substances are discovered or released on the Leased Premises by Lessee, Lessee shall propose a Remedial Action plan and timeline for Lessor's review and approval, and will confirm in writing when such Remedial Action has been completed and no further remediation is required.

Lessee agrees that Lessee, its agents, servants, employees, licenses and contractors shall not use, manufacture, store or dispose of any Hazardous Substances on under or above the Leased Premises. Notwithstanding the foregoing, Lessee may use, handle, store and dispose of products

(aerosol, insecticides, toner for copiers, paint, paint removers and the like) to the extent customary and necessary for the use of the Leased Premises for construction purposes.

For purposes of this Lease, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency (the "EPA") or the Georgia Department of Natural Resources, Environmental Protection Division or the list of toxic pollutants designated by United States Congress or the EPA, any and all oil and petroleum, oil and petroleum products, or oil and petroleum constituents, any flammable explosive, radioactive materials, hazardous waste or materials, toxic wastes or materials or other similar substances, or substances which are defined as hazardous, toxic, pollutant, infectious or radioactive by any other federal, state or local statute, law, ordinance, code, rule, or regulation, regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

25.
Miscellaneous

25.1 Amendments, Modification. This Lease may only be amended with approval of the governing body of each Party, and a writing signed by each's authorized representative.

25.2 Governing Law. This Lease will be interpreted under and governed by the laws of the State of Georgia without regard to its principles of choice of law or conflicts of law.

25.3 Entire Agreement. This Lease contains the entire and integrated agreement of the Parties regarding the lease of the Leased Premises and may be amended only by written instrument which is approved by both Parties to this Lease. No representations or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect.

25.4 No Waiver. No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee of any obligation hereunder, shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

25.5 Counterparts. This Lease may be executed in any number of counterparts each of which when so executed shall constitute in the aggregate but one and the same document.

[*Remainder of page intentionally left blank*]

DRAFT

IN WITNESS WHEREOF, the Parties hereto, acting by and through their duly authorized officers have caused their hands and seals to be hereunto affixed as of the Effective Date.

LESSOR:

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

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

_____
Robert L. Pitts, Chairman

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

DRAFT

[*Signatures continue on following page*]

CITY OF ROSWELL, GEORGIA,
a municipal corporation of the State of Georgia

ATTEST:

_____
Name:
Title:

_____
Name:
Title:

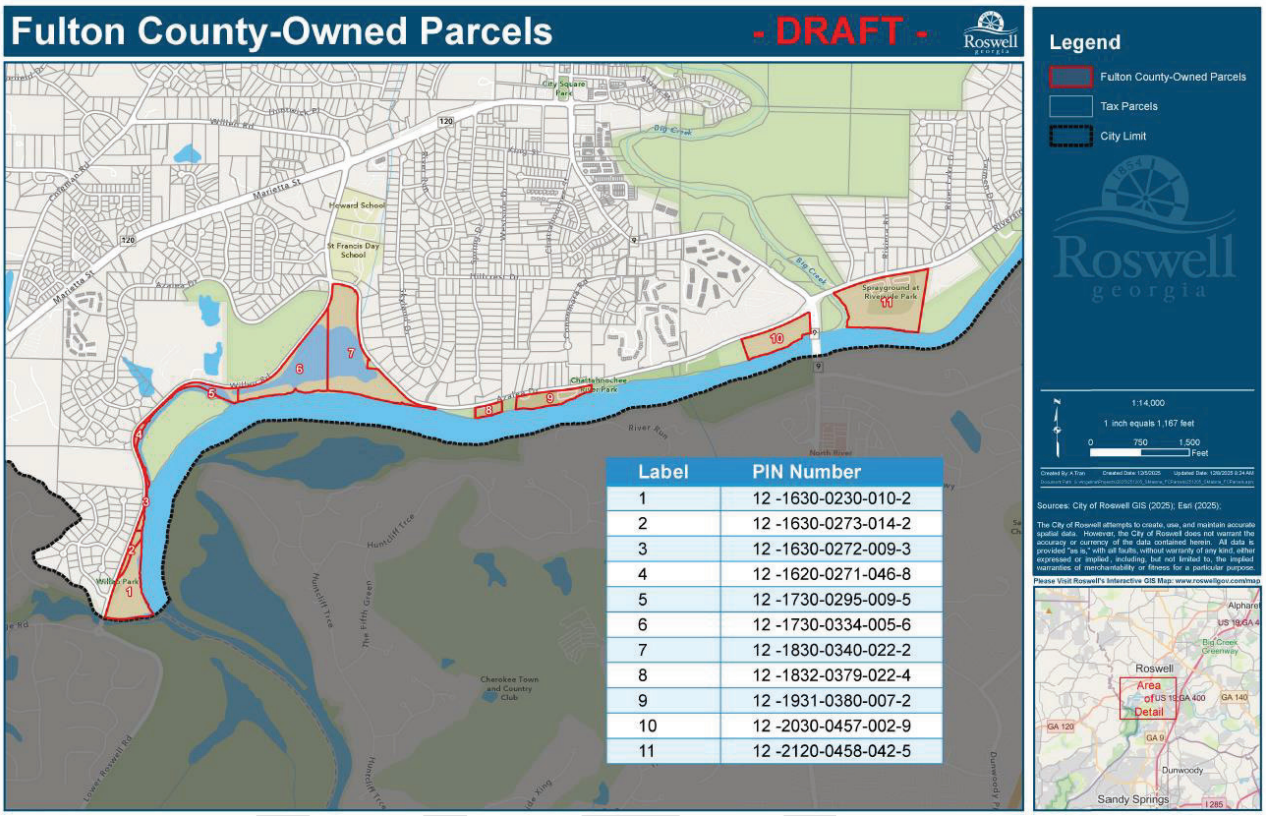
APPROVED AS TO FORM:

_____
City Attorney

DRAFT

Exhibit A

The Leased Premises



Label	PIN Number
1	12 -1630-0230-010-2
2	12 -1630-0273-014-2
3	12 -1630-0272-009-3
4	12 -1620-0271-046-8
5	12 -1730-0295-009-5
6	12 -1730-0334-005-6
7	12 -1830-0340-022-2
8	12 -1832-0379-022-4
9	12 -1931-0380-007-2
10	12 -2030-0457-002-9
11	12 -2120-0458-042-5

1. The real property and facilities existing on those parcels of land containing 80.95 acres, more or less, as shown on the Bates-Long & Associates plat (Exhibit "A" to the Original Intergovernmental Contract); and
2. The real property described in that certain warranty deed identified on 244713, Deed Book 6187, page 206-208, filed and recorded in Fulton County Records December 16, 1974 and that certain warranty deed identified on 243574, Deed Book 6133, Page 17-18, filed and recorded in Fulton County Records September 6, 1974 (Exhibit "B1" of this Amended Intergovernmental Contract); and
3. The real property described in that certain warranty deed filed and recorded in Fulton County Records October 11, 1982, Deed Book 8258,

Page 270 (Exhibit "B2" of this Amended Intergovernmental Contract); and

4. The real property described in that certain warranty and quitclaim deeds identified on 2431118, Deed Book 6124, page 291-292 and that Witness Affidavit identified on 241120, Book 6124, Page 293, all filed and recorded in Fulton County Records August 23, 1974 (Exhibit "B3" to this Intergovernmental Amended Contract); and

5. The real property described in that certain quitclaim deed filed and recorded December 28, 1979 in Fulton County Records Deed Book 7445, Page 249 (Exhibit "B4" to this Amended Intergovernmental Contract); and

6. All rights of Fulton County to the portion of the real property described in that certain deed from the Geogia Power Company to Fulton County, Georgia, identified on 2398813, Deed Book 5987, Page 355-361, filed and recorded in Fulton County Records February 4, 1974 as follows:

All that tract or parcel of land lying and being in the 1st, 6th, and 17th Districts of Fulton County, Georgia, and being more particularly described as follows: BEGINNING at a point on the 868-foot contour line (said contour being the line of demarcation designating a distance above mean sea level of 855.61 feet according to the United States Geodetic Survey datum) where said 868-foot contour line intersects the dividing line between Cobb and Fulton Counties; said point being in the center of Willeo Creek; running thence in a Southeasterly direction along the meanderings of said 868-foot contour line in Land Lots 205, 232, 231, 272, 273, 230, 271, 295, 296, 333, 334, 341, 342, 340, 379, 380, 418, 419, 420, 421, 422, 456, 457, 458, 494, 495, 496, 497, 530, and 531, in the 1st District, 2nd Section of Fulton County, Georgia; continuing thence along said contour line in said district and section of said county in an unnumbered fractional land lot and in Land Lots 532, 533, 571, and 572 of said district and section of said county to a point in Land Lot 572 where said 868-foot contour line crosses the Chattahoochee River; continuing thence... to the centerline of said River thence in a southerly direction along the center line of said River to the point where the center line of the River intersects the center line of Willeo Creek. Thence Northwesterly along the meanderings of the center line of Willeo Creek to the POINT OF BEGINNING.

ALSO, a small strip of land lying and being in Land Lots 420 and 457 of the 1st District, 2nd Section, of Fulton County, Georgia, and being located on the Northerly side of the 868-foot contour line and Southerly side of Azalea Drive. Said strip extending in a Westerly direction from the Westerly right-of-way of Roswell Road (U.S. Highway No. 19 and Georgia Highway No. 9, to a point in Land Lot 420 of said district and section of said county 510 feet, more or less, as measured in a Westerly direction along said 868-foot contour line from the dividing line between Land Lot 420 and 457. EXCEPTING a certain triangular tract of land lying and being in Land Lots 340 and 341 of the 1st District, 2nd Section, of Fulton County, Georgia, heretofore deeded by that xxxxxx herein

to Fulton County by conveyance this April 24, 1967.
(Exhibit "B5" to this Amended Intergovernmental Contract); and

7. All rights of Fulton County to the portion of the real property (EXCEPT AND EXCLUDING THAT PORTION OF THE PROPERTY CONTAINING AND UTILIZED BY THE RIVERSIDE PUMP STATION) described in that certain survey made by Jack Dugger, Ga. RLS #2002 on 8-26-1997 and revised 7-23-99 to change the point of beginning, including that northwestern corner portion of the Site Plan prepared on May 25, 1999 by Jordan, Jones & Goulding (Exhibit "B6" of this Amended Intergovernmental Contract); and

with all of the foregoing hereinafter defined as the "Leased Premises"."

With all exhibits referenced in the above description of the Leased Premises included on the following pages.

DRAFT

Exhibit “A” to the Original Intergovernmental Contract:

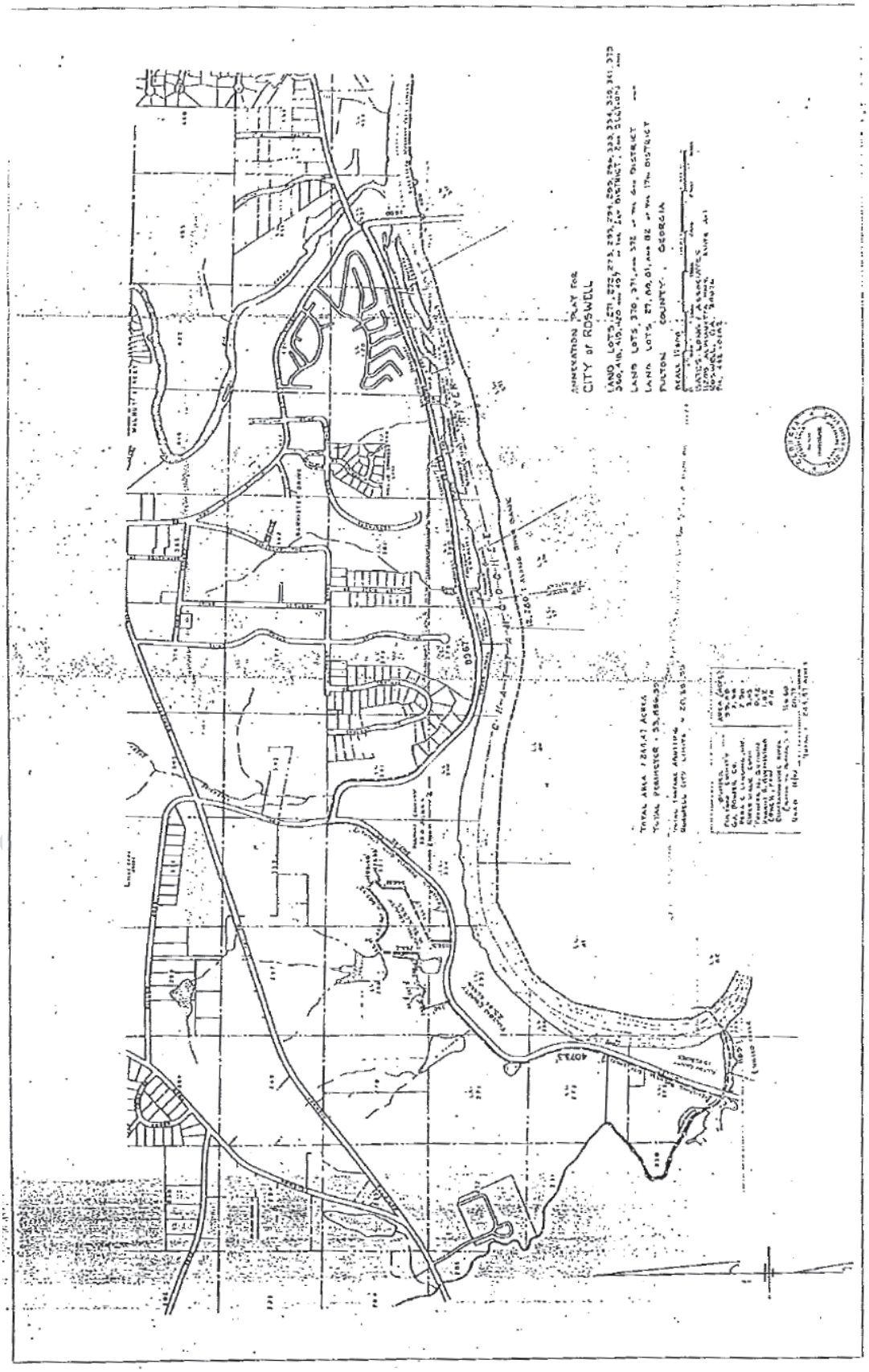


Exhibit “B1” to the Amended Intergovernmental Contract:

Exhibit “B2” to the Amended Intergovernmental Contract:

Exhibit “B3”to the Amended Intergovernmental Contract:

Exhibit “B4” to the Amended Intergovernmental Contract:

Exhibit “B5” to the Amended Intergovernmental Contract:

Exhibit “B6” to the Amended Intergovernmental Contract:

[*All to be inserted prior to execution*]

DRAFT

Exhibit B

Insurance and Risk Management Requirements

The following are the minimum insurance coverages and limits that Lessee must maintain. If Lessee maintains broader coverages and/or higher limits than the minimum shown below, Lessor requires and shall be entitled to coverage for the higher limits maintained by Lessee.

It is Lessor's practice to obtain Certificates of Insurance from our Lessees, or a self-funding letter where Lessee self-funds its coverage. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A-, subject to final approval by Licensor. Lessee shall submit to Lessor a Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below.

Proof of insurance must be provided to Lessor prior to the start of the Lease. Any and all insurance coverage(s) required under the terms and conditions of the Lease shall be maintained during the entire term of the Agreement.

Accordingly, the Licensee shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	$1,000,000
(Other than Products/Completed Operations)	General Aggregate	$2,000,000
Products\Completed Operation	Aggregate Limit	$2,000,000
Personal and Advertising Injury	Limits	$1,000,000
Damage to Rented Premises	Limits	$ 100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage	Each Occurrence	$1,000,000
(Including operation of non-owned, owned, and hired automobiles)		

4. UMBRELLA LIABILITY	Each Occurrence	$1,000,000
(In excess of above noted coverages)		

Certificates of Insurance

Lessee shall provide written notice to Lessor immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County, its officials, officers and employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its equivalent or on a blanket basis.

This 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 Lessor.

If Lessor shall so request, Lessee will furnish Lessor for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices must identify the "Certificate Holder" as follows:

Fulton County Government
141 Pryor Street
Atlanta, Georgia 30303

DRAFT

Exhibit C

Bond Reimbursement Amounts

THE BELOW TABLE IS PENDING CONFIRMATION BY ROSWELL'S FINANCE DEPARTMENT AND SUBJECT TO ADJUSTMENT

DRAFT

If County Terminates For Convenience Between:	Outstanding Bond Indebtedness to be Reimbursed:
1/3/2026 and 6/30/2026	$10,858,540.39
7/1/2026 and 1/2/2027	$10,612,166.77
1/3/2027 and 6/30/2027	$10,388,801.15
7/1/2027 and 1/2/2028	$10,023,512.69
1/3/2028 and 6/30/2028	$9,800,214.57
7/1/2028 and 1/2/2029	$9,434,656.14
1/3/2029 and 6/30/2029	$9,211,590.49
7/1/2029 and 1/2/2030	$8,846,047.06
1/3/2030 and 6/30/2030	$8,623,086.40
7/1/2030 and 1/2/2031	$8,257,842.94
1/3/2031 and 6/30/2031	$8,034,874.78
7/1/2031 and 1/2/2032	$7,669,316.35
1/3/2032 and 6/30/2032	$7,446,535.67
7/1/2032 and 1/2/2033	$7,080,992.24
1/3/2033 and 6/30/2033	$6,858,301.56
7/1/2033 and 1/2/2034	$6,492,803.12
1/3/2034 and 6/30/2034	$6,270,119.93
7/1/2034 and 1/2/2035	$5,904,411.51
1/3/2035 and 6/30/2035	$5,681,960.81
7/1/2035 and 1/2/2036	$5,316,417.37
1/3/2036 and 6/30/2036	$5,094,131.65
7/1/2036 and 1/2/2037	$4,728,828.19
1/3/2037 and 6/30/2037	$4,506,362.49
7/1/2037 and 1/2/2038	$4,140,789.05
1/3/2038 and 6/30/2038	$3,918,705.81
7/1/2038 and 1/2/2039	$3,555,697.13
1/3/2039 and 6/30/2039	$3,333,958.85
7/1/2039 and 1/2/2040	$2,974,129.86
1/3/2040 and 6/30/2040	$2,752,421.58
7/1/2040 and 1/2/2041	$2,395,772.27
1/3/2041 and 6/30/2041	$2,173,452.06
7/1/2041 and 1/2/2042	$1,818,797.55
1/3/20042 and 6/30/2042	$1,596,675.32
7/1/2042 and 1/2/2043	$1,242,068.81
1/3/2043 and 6/30/2043	$1,019,760.59
7/1/2043 and 1/2/2044	$665,490.80
1/3/2044 and 6/30/2044	$443,518.55
7/1/2044 and 1/2/2045	$443,518.55
1/3/2045 and 6/30/2045	$221,510.30
7/1/2045 and 1/2/2046	$221,510.30
After 1/3/2046	$0.00

Exhibit D

Preliminary Project Plan

[*To be attached once completed*]

DRAFT

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0954 **Meeting Date:** 12/17/2025

Department
Purchasing & Contract Compliance

Requested Action
Request approval to renew an existing contract - Purchasing & Contract Compliance, 25RFP0107B-EC, Support Services for the Office of Contract Compliance in an amount not to exceed $95,190.00 with Atlanta Business Consulting Group, LLC (Atlanta, GA) to provide contract compliance support services. This action exercises the first of two renewals. One renewal option remains. Effective dates: January 1, 2026, through December 31, 2026.

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

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

Scope of Work: To provide support services to assist the Office of Contract Compliance in the areas of 1) outreach plan development and facilitation; 2) utilization and monitoring of County projects; and 3) workshop/training development and facilitation.

Community Impact: No community impact is expected.

Department Recommendation: The Department recommends approval.

Project Implications: No implications.

Community Issues/Concerns: The Department is not aware of any community issues/concerns regarding the Agenda Item.

Department Issues/Concerns: Staff at the Department of Purchasing & Contract Compliance have not raised any issues/concerns regarding the Agenda Item.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount			$95,190.00
Renewal No. 1			**$95,190.00**
Total Revised Amount			$190,380.00

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

Contract Value: **$95,190.00**
Prime Vendor: **Atlanta Business Consulting Group, LLC**
Prime Status: **African American Male Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$95,190.00 or 100.00%**

Total Contract Value: **$95,190.00 or 100.00%**
Total M/FBE Value: **$95,190.00 or 100.00%**

Exhibits Attached

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Vendor Performance Report
Exhibit 3: Contractor Renewal Evaluation

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

Mario Avery, Contract Compliance Administrator, Purchasing & Contract Compliance, (404) 612-6307

Contract Attached

No

Agenda Item No.: 25-0954 **Meeting Date:** 12/17/2025

Previous Contracts

Yes

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

100-230-2301-1160: General Funds, Purchasing & Contract Compliance, Professional Services

Key Contract Terms	
Start Date: 01/01/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: C renewal option remains

Overall Contractor Performance Rating: 94

Would you select/recommend this vendor again?
Yes

Report Period Start: **9/1/2025**

Report Period End: **11/30/2025**

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Purchasing & Contract Compliance

BID/RFP# NUMBER: 25RFP0107B-EC

BID/RFP# TITLE: Support Services for the Office of Contract Compliance

ORIGINAL APPROVAL DATE: April 1, 2025

RENEWAL EFFECTIVE DATES: January 1, 2026 through December 31, 2026

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 1

RENEWAL AMOUNT: $95,190.00

COMPANY'S NAME: Atlanta Business Consulting Group, LLC

ADDRESS: 5535 Rockton Wood Way, SW

CITY: Atlanta

STATE: GA

ZIP: 30331

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on December 17, 2025, BOC Item 25-____.

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	**ATLANTA BUSINESS CONSULTING GROUP, LLC**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Bruce T. Bell** **President**

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

Mario Avery
Contract Compliance Administrator
Purchasing & Contract Compliance

ITEM#: _____ RM: _____	**ITEM#: _____ 2ND RM: _____**
REGULAR MEETING	**SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E2
Project	25RFP0107B-EC Support Services for the Office of Contract Compliance
Project Number	Support Services for the Office of Contract Compliance
Supplier	Atlanta Business Consulting Group, LLC
Supplier Project Contact	Bruce T Bell (preferred language: English)
Performance Program	Professional Services
Evaluation Period	09/01/2025 to 11/30/2025
Effective Date	12/01/2025
Evaluation Type	Formal
Interview Date	09/02/2025
Expectations Meeting Date	09/02/2025
Status	Completed
Publication Date	12/01/2025 02:36 PM EST
Completion Date	12/01/2025 02:36 PM EST
Evaluation Score	94

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT **20/20**

Rating

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

Comments Vendor has constant meetings to ensure expectations are met and addressed.

SCHEDULE **20/20**

Rating

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

Comments Vendor very flexible with working around OCC's unexpected demands and requirements.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **17/20**

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments *Not Specified*

COMMUNICATIONS AND CO-OPERATION **20/20**

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments Vendor has great communication plans.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **17/20**

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments Vendor has responded with great documentation that clearly identifies scope of service being performed.

GENERAL COMMENTS

Comments This vendor has been an asset to OCC and the County overall.

Contract Renewal Evaluation Form

Date:	**November 4, 2025**
Department:	Purchasing & Contract Compliance
Contract Number:	25RFP0107B-EC
Contract Title:	Support Services for the Office of Contract Compliance

Instructions:

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

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

   Competitive procurement advertised through the Fulton County Purchasing procurement process. The contract was recently executed and services are within scope of work and cost.

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

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

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

   Explanation / Notes:

   Click here to enter text.

   ☐ **Market Survey of other jurisdictions:**

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

Are they aware of any new vendors?	☐ Yes	☐ No
Are they aware of a reduction in pricing in this industry?	☐ Yes	☐ No
How does pricing compare to Fulton County's award contract?	Click here to enter text.	

Explanation / Notes:

Click here to enter text.

☒ Other (Describe in detail the analysis conducted and the outcome): Competitively procured within the last six months.

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

   Click here to enter text.

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

Was it part of the initial contract?	☐ Yes	☐ No
Date of last purchase:	Click here to enter a date.	
Price paid:	Click here to enter text.	
Inflation rate:	Click here to enter text.	
Adjusted price:	Click here to enter text.	
Percent difference between past purchase price and renewal price:	Click here to enter text.	

Explanation / Notes: Contract did not increase.

Click here to enter text.

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

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

Competitively procured within the last six months, at the time it was determined to be more cost effective than hiring full time equivalents. After contract term, another assessment will be made to determine whether to continue to outsource.

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

Department would have to hire FTE's to provide the service and we have had a difficult time recruiting for this position. Would not have the ability to monitor over 400 active contracts the County currently has.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0955 **Meeting Date:** 12/17/2025

Department
Superior Court Administration

Requested Action
Request approval to amend an existing contract - Superior Court, 22RFP052A-CJC, Jury Management System, in an amount not to exceed $24,000.00, with Jury Systems Incorporated (Simi Valley, CA), to modify the contract to include the costs associated with text messages to jurors resulting from new rules adopted by the Federal Communications Commission under the Telephone Consumer Protection Act (TCPA). Effective upon BOC approval.

Requirement for Board Action
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
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: Superior and State Courts recommend approval of Jury Management System contract modification to provide and implement a cloud-based jury management system. The Georgia Council of Superior Court Clerks (“GCSCC”), through the Official Code of Georgia Annotated (“O.C.G.A.”) and the Jury Composition Rule, are required to devise and place into operation a plan for random juror selection of grand and petit jurors. Said plan shall be designed to meet the requirements of Georgia statutes, in particular O.C.G.A. § 15-12-40.1 et. seq. Each clerk

shall obtain its county master jury list from GCSCC. The GCSCC shall disseminate, in electronic format, a county master jury list to the respective clerk once each calendar year. The Jury Services Division provides ongoing jury management services to 20 Superior Court Judges and 12 State Court Judges.

Scope of Work: Jury Systems Incorporated will provide a cloud-based jury management system which will allow staff to create random jury pools for summonses, trial panels, and grand jury panels. The system will also be used for inputting and storing jurors' biographical data, the tracking of the granting or denying of excusals, exemptions, and deferrals from jury duty. Additionally, the system is used for juror check-in, attending jurors, allowing jurors to opt into receiving text messages, and processing juror payments.

Community Impact: The jury management system is a critical component in allowing the citizens of Fulton County the opportunity to participate in the judicial system as required by law.

Department Recommendation: Superior Court Administration recommends approval of this contract.

Project Implications: The Jury Management System is used for the creation and maintenance of all records and documents necessary to summon, qualify, manage, and pay jurors for services as per the requirements of the Georgia Statutes regarding jury duty.

Community Issues/Concerns: There are no known issues or concerns related to this contract.

Department Issues/Concerns: Superior Court Administration has no concerns regarding this contract.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0250		$298,000.00
Amendment No. 1			**$24,000.00**
Total Revised Amount			$322,000.00

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

Click or tap here to enter text.

Exhibits Attached

Exhibit 1: Amendment No. 1 to Form of Agreement

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

David Summerlin, Court Administrator, Superior Court, 404.612.4529

Agenda Item No.: 25-0955 **Meeting Date:** 12/17/2025

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$298,000.00
Previous Adjustments:	$0.00
This Request:	$24,000.00
TOTAL:	$322,000.00

Fiscal Impact / Funding Source

Funding Line 1:

100-450-4503-1117: General, Superior Court Administration, Database Fees, $24,000

Key Contract Terms	
Start Date: Upon BOC Approval	**End Date:** Effective upon BOC approval
Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Yes

Report Period Start: **Report Period End:**

AMENDMENT NO. 1 TO FORM OF CONTRACT

Consultant: **Jury Systems Incorporated**

Contract No.: **22RFP052A-CJC, Jury Management Systems**

Address: **1985 Yosemite Ave, Suite 135**
City, State **Simi Valley, CA 93063**

Telephone: (**805) 285-5826**

Email: **rachel@jurysystems.com**

Contact: **Rachel Schienbein**
Director of Operations

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Jury Systems Incorporated ("Consultant") to provide jury management systems, dated May 27, 2023 ("Contract"), on behalf of the Superior Court Administration ("Department"); and

WHEREAS, the County wishes to amend the existing contract to include the costs associated with text messages to jurors resulting from new rules adopted by the Federal Communications Commission under the Telephone Consumer Protection Act (TCPA), this modification will ensure the ongoing delivery of text messages to jurors who are summoned for jury service; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

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

This Amendment No. 1 to Form of Contract is effective as of December 17, 2025, between the County and Jury Systems Incorporated, 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:** The proposed work under this change order will cover the services described below:

   (1) Installation of JURY+ Text software at no cost to the County, which allows the County to send SMS text messages from the JURY+ Web Generation platform.

(2) Per-text pricing as described in the chart under COMPENSATION, below. The County has the option of purchasing the package of text messages of its choosing. At the time of contract renewal, the Consultant will report the County's actual usage for the prior year. Any unused portion of a text message package will not expire and will roll over to subsequent years until termination of the Contract. Any unused portion of a text message package that remains at the time of any final termination of the Contract shall be refunded to the County within thirty (30) days of the termination date.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Consultant for a per-text amount of **$0.100** (ten cents) unless a package is purchased at the County's option, in accordance with the chart below:

Quantity	Price	Per Text
10,000	$ 900.00	$ 0.090
50,000	$ 4,000.00	$ 0.080
100,000	$ 7,000.00	$ 0.070
250,000	$ 14,500.00	$ 0.058
500,000	$ 24,000.00	$ 0.048

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 approved by the Fulton County Board of Commissioners, executed by the Chairman, and delivered to the Consultant.

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 Summerlin, Administrator
Superior Court of Fulton County

CONSULTANT:

JURY SERVICES INCORPORATED

Rachel Schienbein
Director of Operations

ITEM#: _____ RM: _____	**ITEM#: _____ 2ND RM: _____**
REGULAR MEETING	**SECOND REGULAR MEETING**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0956 **Meeting Date:** 12/17/2025

Department
Emergency Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution establishing the Fulton County Fire Department.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Ga. Const. Art. IX, §II, ¶1 Home Rule Powers and Fulton County Code § 1-117.

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 Fulton County Fire Department will provide fire protection services and emergency response at the Fulton County Executive Airport including Aircraft Rescue Firefighting (ARFF), perform fire suppression, rescue, hazardous materials response, emergency medical response and fire prevention duties at Fulton County Executive Airport.

Community Impact: The Fulton County Executive Airport is a public-use general aviation airport with projected growth in flight operations, corporate aviation, structural and infrastrucuture development that requires a dedicated on-site fire protection service.

Agenda Item No.: 25-0956 **Meeting Date:** 12/17/2025

Department Recommendation: Fulton County Emergency Management recommends Board of Commissioners' approval for this agenda item.

Project Implications: No future implications are anticipated at this time.

Community Issues/Concerns: No issues or concerns have been raised by internal/external partners concerning this specific agenda item.

Department Issues/Concerns: Fulton County Emergency Management does not have any specific issues or concerns as it relates to this specific agenda item.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

A RESOLUTION TO ESTABLISH THE FULTON COUNTY FIRE DEPARTMENT FOR THE PROVISION OF FIRE PROTECTION SERVICES, TO ENSURE COMPLIANCE WITH GEORGIA LAW AND FIREFIGHTER STANDARDS.

WHEREAS, the Fulton County Board of Commissioners is vested with authority under O.C.G.A. Title 25, Chapter 3, to establish and maintain fire departments for the protection of life and property; and

WHEREAS, pursuant to O.C.G.A. § 25-4-8 and the Rules of the Georgia Firefighter Standards and Training Council (Chapter 205), all fire departments organized within the State of Georgia must employ, train, and supervise firefighters who meet the minimum qualifications and certification requirements established by law; and

WHEREAS, the Fulton County Executive Airport (Brown Field) is a public-use general aviation airport of regional significance, which, due to projected growth in flight operations, corporate aviation, structural and infrastructure development, requires the establishment of dedicated on-site fire protection services; and

WHEREAS, the establishment of the Fulton County Fire Department is necessary to safeguard the traveling public, aviation infrastructure, and surrounding community by providing fire protection services consistent with the Rule and Regulations of the Georgia Firefighter Standards and Training Council; and

WHEREAS, the Department shall provide fire protection services during designated operational hours, with coverage during all other hours ensured through the existing Intergovernmental Agreement with the City of South Fulton Fire Department, thereby guaranteeing continuous 24/7 fire and emergency response capability; and

WHEREAS, it is in the best interest of Fulton County to establish the Fulton County Fire Department in full compliance with Georgia law, the standards of the Georgia Firefighter Standards and Training Council, and recognized best practices for fire service operations;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF FULTON COUNTY:

1. Establishment of Department

The Fulton County Fire Department (hereinafter "the Department") is hereby established as a legally recognized fire department under O.C.G.A. § 25-3-1 et seq., authorized to provide fire protection services and emergency response at the Fulton County Executive Airport, consistent with applicable state law, Georgia Firefighter Standards and Training Council requirements, and nationally recognized fire protection standards.

2. Compliance with Georgia Firefighter Standards and Training Council

- The Department shall comply with all provisions set forth in O.C.G.A. § 25-4-1 et seq. and the Rules of the Georgia Firefighter Standards and Training Council (Chapter 205).
- All firefighters employed by the Department shall meet minimum qualifications, certification, and training requirements established by state law and the Council.
- The Department shall maintain accurate and up-to-date records of personnel, training, and certifications. These records shall be made available for inspection to ensure compliance with Council requirements and audits.
- The Fire Chief, or their designee, shall be responsible for ensuring that all fire department personnel remain current in their certifications and recurrent training, and the Department remains in continuous compliance with all applicable state, national, and federal standards governing fire department operations.

3. Scope of Services

The Department shall:

- Provide fire protection services, including Aircraft Rescue Firefighting (ARFF), in compliance with Georgia Firefighter Standards and Training Council (Chapter 205) requirements.
- Perform fire suppression, rescue, hazardous materials response, emergency medical response and fire prevention duties at Fulton County Executive Airport.
- Conduct fire safety inspections, risk assessments, and public education programs as appropriate to enhance airport and community safety.
- Coordinate with the City of South Fulton Fire Department to ensure continuous emergency services coverage during non-operational hours.

4. Hours of Operation

The Department shall provide appropriate staffing during designated operational hours. Coverage during all other hours shall be provided through the existing Intergovernmental Agreement with the City of South Fulton Fire Department, thereby ensuring uninterrupted 24/7 fire and emergency response capability for the Fulton County Executive Airport.

5. Mutual Aid & Intergovernmental Agreements

The Department shall:

- Operate under the terms of the Intergovernmental Agreement (IGA) with the City of South Fulton Fire Department to provide mutual support and ensure seamless continuity of fire and emergency services as specified.
- May enter into additional mutual-aid agreements, subject to approval by the Fulton County Board of Commissioners, with surrounding jurisdictions and agencies as necessary to enhance fire protection capability, strengthen regional response capacity, and ensure compliance with state and federal readiness standards.
- Ensure that agreements establish protocols for communication, command, training, interoperability, and joint operations to promote efficient coordination during multi-agency emergencies.

6. Governance and Administration

The Department shall:

- Be led by the Fire Division Chief, hereinafter referred to as the “Fire Chief”, who shall serve as the operational leader of the Fire Division and shall hold the statutory and administrative powers, duties, and authorities customarily associated with the title of “Fire Chief”.
- The Fire Chief shall have command authority at all fire and emergency incidents under the jurisdiction of the County; authority to develop, implement, and enforce operational policies, procedures, training standards; to make recommendations regarding hiring, promotion, discipline, and training of fire personnel; to oversee operational readiness and safety; to manage and direct the daily operations; and to represent the Department in coordination with other local, state, and federal agencies.

- The Fire Chief shall further be authorized to recommend and administer the Department's budget; to coordinate mutual aid activations and intergovernmental agreements subject to county approval; to ensure compliance with applicable statutes and standards; and to advise the Emergency Management Director, County Manager, and Board of Commissioners on fire protection matters.
- The Fire Chief shall report to the Emergency Management Deputy Director and Director, who in turn reports to the County Manager and ultimately the Board of Commissioners.
- This Resolution formally establishes and effectuates the reporting and authority structure described herein, providing for the Fire Chief's role as the senior operational official responsible for fire protection services within the County's jurisdiction.
- In the temporary absence, incapacity, or vacancy of the Fire Chief, the Emergency Management Director may designate an Acting Fire Chief who shall assume all powers and responsibilities of the position until such time as the Fire Chief resumes duty or a successor is appointed.
- The Fire Chief may, consistent with County policy, designate subordinate officers or deputies to act on their behalf for specified functions or during incidents, ensuring continuity of command and operations.
- All powers and authorities conferred under this Section shall be exercised in accordance with County ordinances, personnel policies, approved budgets, procurement regulations, and applicable state and federal law. Nothing in this Section shall be construed to supersede the fiscal, legal, or administrative oversight of the County Board of Commissioners or the County Manager.

7. Funding

The Fulton County Board of Commissioners hereby authorizes and directs the allocation of funds necessary to staff, equip, train, and sustain the Department. Such funding shall be appropriated in accordance with Fulton County budgetary policies and financial procedures and shall ensure compliance with all applicable state and national fire service standards.

8. Effective Date

This Resolution shall take effect immediately upon adoption.

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

SO PASSED AND ADOPTED, this _____ day of December, 2025

FULTON COUNTY BOARD OF COMMISSIONERS

_____

Chairman, Robb Pitts,
Fulton County Board of Commissioners

ATTEST:	APPROVED AS TO FORM:
_____	_____
Clerk, Tonya R. Grier	Attorney, Y. Soo Jo
Fulton County Commissioners	Fulton County

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0957 **Meeting Date:** 12/17/2025

Department
Solicitor General

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to increase spending authority - Fulton County Solicitor General, SWC 99999-SPD -ES40199376IS-01, In-State Car Rental vehicle in the amount not to exceed $50,000.00 with The Hertz Corporation (Estero, FL), to cover annual expenses associated with an extended time frame for vehicle rentals required to support departmental operations. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: The department has been relying on Hertz to meet its operational vehicle needs while awaiting authorization to secure vehicles through the County's new fleet lease program. This temporary rental solution has ensured continuity of services despite delays in implementing the new leasing structure. In accordance with purchasing code section 102-462, requests for approval of statewide contracts of more than $100,000.00 must be forwarded to the Board of Commissioners for approval. Our cumulative spending with Hertz has now exceeded this threshold, and additional authorization is required to remain compliant with procurement policies.

Scope of Work: To maintain uninterrupted operations with Hertz vehicle rentals until the County provides the final approval to move forward with the new fleet lease program.

Community Impact: N/A

Department Recommendation: The Solicitor General recommends approval

Project Implications: N/A

Community Issues/Concerns: Approval of this request will ensure investigators have continuous access to reliable vehicles, allowing them to maintain full investigative operations without interruption. With adequate transportation, investigators can respond promptly to community concerns, conduct timely site visits, and complete casework efficiently

Department Issues/Concerns: If this request is not approved, the department will be unable to secure rental vehicles for its investigators once the current spending limit is reached. Because investigators rely on these vehicles to conduct fieldwork, perform site visits, and carry out daily investigative duties, a lapse in available transportation would significantly disrupt operations. This could lead to delays in investigations, reduced response capability, and overall service interruptions that directly impact public safety and departmental performance.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	102-462	3/17/2025	$39,648.00
Increase Spending Authority	102-462	10/22/2025	$60,351.00
Increase Spending Authority			**$50,000.00**
Total Revised Amount			$149,999.00

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

NA

Exhibits Attached

Exhibit 1: Hertz Statewide Contract

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

Cierra I. Bickerstaff, Chief of Staff, Solicitor General, 404-612-1067

Contract Attached

Yes

Agenda Item No.: 25-0957 **Meeting Date:** 12/17/2025

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$39,648.00
Previous Adjustments:	$60,351.00
This Request:	$50,000.00
TOTAL:	$149,999.00

Grant Information Summary

Amount Requested:	Click here to enter text.	☐	Cash
Match Required:	Click here to enter text.	☐	In-Kind
Start Date:	Click here to enter text.	☐	Approval to Award
End Date:	Click here to enter text.	☐	Apply & Accept
Match Account $:	Click here to enter text.		

Fiscal Impact / Funding Source

Funding Line 1:

100-400-4000-1120: General, Solicitor General, Lease or Rental

Key Contract Terms	
Start Date: Click here to enter a date.	**End Date:** 12/31/2025
Cost Adjustment: Click here to enter text.	**Renewal/Extension Terms**: C here to enter text.

Overall Contractor Performance Rating: NA

Would you select/recommend this vendor again?
Choose an item.

Report Period Start: Click here to enter a date.
Report Period End: Click here to enter a date.

Statewide Contract Information Sheet

Statewide Contract Number	**99999-SPD-ES40199376I-01**	**NIGP Code**	**97565, 97514**
Name of Contract	**In-State Car Rental**		
Effective Date	**October 7, 2013**	**Expiration Date**	**September 8, 2026**

Contract Table of Contents			
Suppliers Awarded	**2**	**Contract Information:**	**Mandatory**
Contract Information for Supplier			**Page Number**
The Hertz Corporation			2

Additional Contract Information	
General Contract Information	3
Item Listing	4
Ordering Instructions	5-6
Contract Renewals/ Extensions/ Changes	7
DOAS Contact Information	8

Supplier Information Sheet

Contract Information	
Statewide Contract Number	**99999-SPD-ES40199376IS-01**
PeopleSoft Supplier Number	**0000028888**
Supplier Name & Address	
The Hertz Corporation 3800 Jefferson Davis Hwy 2nd Floor Alexandria, Virginia 22305	
Contract Administrator	
Nadika Perera 8501 Williams Road Estero, FL 33928 239-301-7635 nadika.Perera@hertz.com	
Contact Details	
Ordering Information	See Instructions Below
Remitting Information	Hertz Commercial Billing Department 1124 PO Box 12114 Dallas, TX 75312
Delivery Days	N/A
Discounts	None
Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government
Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.



General Contract Information

The contract provides for instate car rental services in Georgia. The rental rate includes liability and collision insurance, vehicle licensing fees, unlimited miles, and free one-way rentals. Pick-up and delivery services are also available. State sales tax for rentals does not apply.

Key Benefits include:

- 50% increase of rental locations as the result of the multiple Supplier award;
- Up to 19% percent savings on certain rental categories;
- Expanded box truck options;
- Agency billing;
- Compatibility with the State Travel Portal, TeamWorks Travel and Expense system.

Georgia®
Department of Administrative Services
Customer Focused, Performance Driven

Item Schedule

Hertz In-State Standard Rate			
Vehicle Class	**Daily**	**Weekly**	**Monthly**
"A & B " Compact	$32.00	$192.00	$768.00
"C" Intermediate	$34.00	$204.00	$816.00
"F & D" Full Size	$37.00	$222.00	$888.00
"M" 12 Passenger Van	$93.00	$558.00	$2,232.00
"R" Mini Vans	$63.00	$378.00	$1,512.00
"L" Mid-Size SUV	$63.00	$378.00	$1,512.00
"Q4" Small SUV	$58.00	$348.00	$1,392.00

15 Passenger Vans ARE NOT a part of this contract.

The Bus Rental SWC fulfills this requirement.

Gas Cards are only available at the Capitol Hill location

Address: Hertz Car Rental - Atlanta Capitol HLE
204 Jesse Hill Jr Dr SE, Atlanta, GA 30334

Ordering Instructions

TeamWorks Travel & Expense

Employees of renting agencies that are part of TeamWorks Travel & Expense system will continue to book their rentals through this system and follow existing approval and reservations procedures.

On-line

Hertz Reservations can be made on-line by:

- Clicking on: www.hertz.com/georgia or
- Following the link on the Car Rental Cost Comparison https://ssl.doas.state.ga.us/vehcostcomp/
    - Your agency should be listed in the drop down box on the Hertz reservation page.
    - Follow the reservation prompts for reserving your vehicle.
- Proceed to pick up your rental on the day of your reservation. You will need your driver's license and state employee identification card to rent a vehicle. If your Agency has been set up for Direct Billing, you will not be required to have payment for your rental.

- By logging on to www.Hertz.com
- Enter your Corporate Promotional Discount number (CDP). The CDP# can be obtained from your Departments Fiscal Officer.
    - Follow the reservation prompts for reserving your vehicle.
- Proceed to pick up your rental on the day of your reservation. You will need your driver's license and state identification card to rent a vehicle. Note: You must be an authorized user to rent from this contract.



Telephone

Hertz reservations can be made by calling the local Hertz rental office (local office phone numbers can be obtained at www.Hertz.com or by calling the Hertz State of Georgia customer service number: 1-888-444-8500.

Walk-in

Walk-in reservations are welcome.



DOAS contact information

Name: Thomas J. Nickson

Contract Management Specialist

Phone: 404-463-0218

email: Thomas.nickson@doas.ga.gov

Procurement Help Desk

Telephone: 404 -657-6000

Email: procurementhelp@doas.ga.gov

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0960 **Meeting Date:** 12/17/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation of Proclamations and Certificates.

Proclamation recognizing “Shriyansh Nigam Appreciation Day.” **(Thorne/BOC)**

Proclamation recognizing “PBS Aerospace Appreciation Day.” **(Thorne/Pitts/Ellis)**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0962 **Meeting Date:** 12/17/2025

Department
Information Technology

Requested Action
Request approval to utilize cooperative purchasing - Information Technology, City of Jacksonville, ITQ 16332-25, Consulting Services for Telecom Billing, Error Detection and Correction Management with SK2 Consulting, Inc., (Winter Park, FL) to conduct an audit to review, analyze, and reduce telecommunications expenses, contracts, and usage to ensure cost efficiency, regulatory compliance, and operational effectiveness. Compensation in the amount of 38% of the identified telecommunications cost savings, based on Fulton County's total annual telecom expenses baseline of $4,200,625.56 (AT&T - $3,374,220.24; Comcast - $826,405.32). Effective upon execution of contract for twelve months.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing code section 102-462. Request for approval to utilize cooperative purchasing of more than $100,000.00 shall be forwarded to the BOC for approval.

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: Fulton County Information Technology (IT) manages voice, data, and wireless services; due to complex billing and evolving needs, a telecom expense audit is required to identify billing errors, cost savings, and contract optimization opportunities.

Scope of Work: The telecom audit includes:

1. Inventory & Asset Management - Catalog all telecom services in use.
2. Financial Analysis - Audit invoices/contracts for errors, recover credits/refunds, benchmark costs.
3. Usage & Traffic Analysis - Identify underused/unnecessary services.
4. Contract Review - Evaluate compliance, redundancy, and renegotiation opportunities.
5. Cost/Optimization Recommendations - Immediate and long-term savings strategies.
6. Reporting - Detailed audit report with findings, savings, claims, and recommendations.

Deliverables

- Comprehensive telecom inventory (Excel).
- Audit report including carrier spend, billing errors, claims processed, savings identified (one-time & recurring).
- Monthly status updates on findings and savings.
- Project plan with timeline for claim recovery.

Roles and Responsibilities

- S2K Consulting, Inc: Conduct audit services, deliver reports, maintain confidentiality.
- Fulton County IT: Provide invoices/contracts, pending disputes, and point of contact.

Timeline:
12-month engagement, beginning upon Board approval.

Acceptance and Success Criteria:

- Complete inventory, reporting, and recommendations.
- Cost savings validated and documented.
- All deliverables submitted in required format and quality.

Assumptions and Constraints

· The audit will be limited to telecom services and assets managed by the Fulton County Information Technology Department.
· Timely cooperation and access to information from internal stakeholders are required for successful completion.

Compensation Model:

- Performance-Based (Contingency Fee)
- Vendor compensated 38% of verified savings/credits/refunds.
- No upfront fees - payment only upon validated savings.
- Compensation may be lump-sum (one-time savings) or % of monthly savings (up to 12 months).
- County retains right to review and verify all savings.

Community Impact: None

Department Recommendation: The Department of Information Technology recommends approval.

Project Implications: This contract will enable FCIT to manage and optimize telecommunications expenses across Fulton County Government.

Community Issues/Concerns: No community issues or concerns.

Department Issues/Concerns: There are no department concerns with this request.

Contract Modification: This is a new procurement

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*
Not Applicable

Exhibits Attached

Exhibit 1: AT&T Fulton County Site Inventory
Exhibit 2: Comcast Fulton County Site Inventory
Exhibit 3: FCIT Telecom Audit SOW
Exhibit 4: S2K Telecom Billing Review Engagement Letter
Exhibit 5: City of Jacksonville Award Notice
Exhibit 6: City of Jacksonville Solicitation

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

Kevin Kerrigan, Chief Information Officer, Information Technology, 404-612-0057

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$300,000.00*
TOTAL:	$300,000.00*

**Estimated and dependent on actual cost savings, could be higher*

Fiscal Impact / Funding Source

Funding Line 1: Contingent on BOC approval of 2026 budget

Agenda Item No.: 25-0962 **Meeting Date:** 12/17/2025

Key Contract Terms	
Start Date: Effective upon BOC approval for 12 months	**End Date:**
Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating: New Vendor

Would you select/recommend this vendor again?
Choose an item.

Report Period Start: **Report Period End:**

Account #	Service Description	Quantity	Unit Cost
171-792-1484059	Long Distance	N/A	$ -
9411000000	ADI 200mbps (internet circuits)	2	$ 1,890.62
9411000002	ADI 10mbps (internet circuits)	2	$ 1,550.00
9411000024	ADI(2G)	1	$10,452
9411000024	ADI(7G)	1	$15,112
9411000024	Adi(1G)	1	$2,207
9411000024	ASEoD(1G port , 500mbps CIR)	26	$533
9411000024	ASeoD(10G port, 2G CIR)	1	$1,308
9411000024	ASEoD(10G port, 10G CIR)	2	$3,214
9411000011	ASE	15	$2,048
9411000011	ASE	4	$1,580
9411000011	ASE	12	$429
9411000011	ASE	1	$1,275
9411000011	ASE	1	$2,162
9411000011	ASE	1	$2,384
9411000011	ASE	1	$2,053
9411000011	ASEoD	1	$1,308

9411000017	Business Lines	280	$29
9411000017	Centrex		
9411000017	PRI	20	$552
404M88794894	Non GTA services - Remote Call Forwarding(measured lines)	105	$50.72
404M88794894	Non GTA serivces - Wavelength	2	$15,993
404M88794894	Non GTA services - Enhanced 911 fees	1	$4,373
404-M04-2356-001	ADE(AT&T Dedicated Ethernet)	4	$ 750.00
831 001 3423 100	ESI-Net Services for 911 Center		

404 584-9175 001	Business Line	1	$ 30.00
831-001-1811-954	Consulting		$ -
831-000-7942-149	ADI(internet circuits)	1	$ 2,306.00
831-001-1998-656	Helpdesk Support		$ -
831-001-1271 372	Video Management Contract		
831-000-7944-787	ASEoD(AT&T Switched Ethernet on Demand		
8310014822876	IP-Flex Service		
404N160144144	ASE(AT&T Switched Ethernet)		
83100014855168	Consulting		$ -
404M877332001	Hardware Maintenance		$ 17,069.00

Monthly Total			
Annual Total			

Monthly Billing(recurring)	Notes
$ 3,500.00	I would expect to this monthly cost decrease significantly now that Fulton has migrated to IP-Flex(SIP trunking). Long distance is included for all calls that are completed over the SIP.
$ 3,781.24	Covered under GTA - Direct agreement. Two 200mbs ADI circuits at primary and backup data centers. Fulton needs to look at the necessity for these, as you have installed a 10G ADI at the same location. I suspect this was to replace to the two 200Mbps ADI circuits. Covered under GTA Direct pricing.
$ 3,100.00	Covered under GTA Direct agreement. Two 10mpbs ADI circuit for FGTV. Shane will look at obtaining better pricing for this circuit. This is a long standing legacy internet circuit Fulton. Covered under GTA Direct pricing.
$ 10,452.00	Covered under GTA Direct agreement. 7G and 2G ADI circuit(internet), and 30 ASEoD circuits(speeds vary). All of this is covered under the GTA Direct pricing.
$ 15,112.00	
$ 2,207.00	
$ 13,858.00	
$ 1,308.00	
$ 6,428.00	
$ 30,720.00	These are the remainining ASE circuits that Fulton opted to not disconnect. This also includes the 4 ASE circuits for the 911 center. We really need to look at converting these circuits to ASEoD, to provide you with greater control overy your bandwidth needs.
$ 6,320.00	
$ 5,148.00	
$ 1,275.00	
$ 2,162.00	
$ 2,384.00	
$ 2,053.00	
$ 1,308.00	

$ 8,120.00	Covered under GTA Direct agreement. You can expect to see this account be reduced by at least $15k per month, once you have disconnected the PRI's. The PRI's were replaced by IP-Flex-Sip trunking. We need look at Centrex. This is another "legacy" service that we are phasing out, similar to the PRI's. Once this service reaches its contract term, it will incur significant price increases. We have several alternatives that will not only "future proof" your network, but also improve mean time to repair on maintenance dispatches. You will will also realize cost savings as compared to what the prices will yield by remaining with Centrex.
	Submitted disconnects in July 2025 for 3099 lines at $32 monthly charge per line
$ 11,040.00	40 lines have been disconnected. Remaining 20 lines will be disconnected by October 2025
$ 5,325.60	When Fulton orignally transitioned to GTA back in 2018, not all of of the services were incluced in the catalogue that could be contracted. There we established a separate account that contained those services. There is no contracting mechanism for these services. The only option is to migrate them to a carry forward service, or disconnect them. We have replaced your wavelength circuits with ADE(AT&T Dedicated Ethernet) circuits. Fulton needs to verify traffic and issue a disconnect request if in fact you are no longer using that connection. That will garner a savings of approximately $31k per month. As for the remaining services, Fulton needs to determine if the lines with those services/features are in need. Once upon a time, this account represented over $600k in legacy services. Since that time, you have disconnected much of it. A physical inventory of of these services have been provided to Fulton and have been diligently worked through.
$ 31,986.00	
$ 4,373.00	
$ 3,000.00	Two point to point 100G ADE circuits that interconnect Fulton's primary and backup data centers. These circuits were purchased by Fulton and installed with the purpose of replacing the 4 legacy wavelength circuits. Futlon needs to confirm that al traffic is traversing the ADE connection as opposed to the Wavelength circuit, and then request the Wavelength Circuit to be disconnected.These circuits are not inlcuded in the GTA contract, however, we were able to secure best in class pricing.
$ 17,800.00	Not under GTA Direct. Service for 911 Center.

$	30.00	A single business line. Do no know service location. This account should be moved to the account that contains fulton's other business lines. Line is receiving the GTA Direc pricing.
		One-time resource for getting BGP failover established. Christian Vaughn (Done & $0 balance)
$	2,306.00	Library 4G ADI circuit. Not under GTA Direct Agreement.
		Annual billing for the Helpdesk Support Resource. Paid for 5 months in 2025 and cancellation effective may 3rd, 2025.
$	15,119.18	Annual billing one-time $181,430.2 for the 2025 Townhall/Video Management Contract.
$	10,300.00	Library WAN circuits. Standalone contract. Not under GTA Direct
$	13,600.00	Billing for the IP-Flex or SIP Trunking. Now that the numbers have been ported over, Fulton needs to start looking at issuing disconnects for the PRI's that the SIP trunking replaced.
$	30,000.00	ASE circuits that the library did not want to disconnect, post migration to ASEoD. Amount represents the total past due.
$	-	One-time Billing $19,468 for the local portability resource that Fulton contracted in relation to the SIP trunking migration
$	17,069.00	Hardware Maintenance for Viper equipment at 911 center.

$	281,185.02
$	**3,374,220.24**

Comments

Any long distance calls placed over the SIP, will not incur long distance. But there will be long distance charges for any LD calls that are place outside of the SIP trunks.

It is 2 internet circuits. Each billing $1890.62. If Fulton determines that these circuits are still of need, we can look at submitting for better pricing on your behalf.

There are 2 circuits. $1500 per circuit. We can revisit pricing on this.
This account has an ADI circuit, 7G at 141 Pryor, and a 2G at 375 Riverside. Per the notes in column E, there are also 30 ASEoD circuits on this account. Fulton can alter the bandwidth on the ASEoD circuits as they deem necessary, which will also make the cost fuctuate. See attached inventory listing, in addition to the price schedule associated with this sevice.

35 total ASE circuits, billing at $881 per circuit. Cost varies based upon speed. See assoiated ASE Price schedule.

See attached PRI($538), Centrex($425 each), and Business Line inventory and the assciated costs.

See attached legacy non-GTA inventory. There are two wavelength circuits, billing at $15k each. See attached inventory for remaining services.

There is no quantity. This is the monthly charge fo the ESI-Net Service.

it is just one business line. I'm not finding it on the inventory.
Cannot speak to location or use.

Per the notes in column E, 1 ADI circuit.

The library has 37 ASEoD circuits.

Fulton is paying for 2 SIP trunks, with 300 concurrent call capacity.

Validate need with Library leadership? Validate 7 ASE circuits.

Done. (One-time)

Contract Detail

The majority of Fulton's services are under the GTA - Direct Contract. However there are some exceptions, as some services are not included in the catalog of services: These would include: 1)all of the services in "non-GTA" account - 404M887948948 2)Helpdesk and Video Management Services, 3)AT&T Dedicated Ethernet(wasn't available at the time of ordering/install, 4)E-911 services, 5)all services for the library. All of these have standalone contracts.

The GTA has extended AT&T's contract for another year, leaving 2 more renewal options. As information, if the GTA opted to not extend beyond June 2025, the CPA(Customer Purchasing Agreement) that Fulton signed in 2022, would remain effective and carry the term provisions stated within the CPA(which reflects 2 remaining years). Once the CPA is executed, GTA clarifies that services that full under that agreement remain valid for the duration of that term within the CPA, not the MSA(GTA agreement). The GTA indicates that existing services are not impacted, should MSA be discontinued. I've attached the excerpts that speak to this, and also attached the link to the entire GTA agreement. It will be the first document listed, once you click on it. Let me know if you have any questions. Included an excerpt from the GTA agreement that speaks to this:

Page 1, Section 1.1 Framework (D): *(d) A form of a Customer Purchase Agreement is set forth in Exhibit 3 (Form of Customer Purchase Agreement). This is a standard agreement to be proposed by Service Provider and approved by GTA. Each Customer Purchase Agreement will describe the particular services being purchased by the applicable Customer from Service Provider,* ***including corresponding service levels and pricing.***

Page 2, Section 2.1 Term. The term of this MSA shall begin on the Effective Date and shall expire June 30, 2023, unless earlier terminated by GTA in accordance with this MSA.

2.2 Renewal. *No later than sixty (60) days prior to the end of the then current term, GTA may renew this MSA by providing written notice to Service Provider. GTA shall have four (4) such consecutive renewal options, each for up to twelve (12) months at GTA's sole discretion. (Translate: for up to four optional years beyond June 30, 2023. GTA just sent AT&T the third optional year for June 30, 2026.)*

Page 3, 2.6 Effect of Termination. *No new Customer Purchase Agreement may be executed after the termination or expiration of this MSA. However, the termination or expiration of this MSA shall not cause the termination or expiration of any Customer Purchase Agreement, which shall continue in force and effect (and the provisions of this MSA will be deemed to remain in effect with respect to such Customer Purchase Agreement) until such Customer Purchase Agreement terminates or expires in accordance with its terms; provided, however, that no new Change Orders may be executed under such Customer Purchase Agreement unless expressly approved by GTA in writing. For the avoidance of doubt, unless GTA has stipulated that this MSA will terminate with respect to any outstanding Customer Purchase Agreement, the Fee will remain due for any Customer Purchase Agreement that survives the termination or expiration of this MSA.*

The other services not covered under the GTA agreement are either on a month to month pricing pricing arrangement, or it's a annual contract with a one time renewal fee(as in the case of the helpdesk and video management agreement.

Potential Cost Savings

Disconnect Wavelength circuts after confirming traffic has been moved to ADE connections: MRC - $31k / $372k annually

Determine if two 200Mbps internet circuits are being used and potentially disconnect them, if not. MRC - $3966/ $47,592 annually

Services in Need of Migration

Business Lines and Centrex: We need to look at a fiber based solution to replace alll copper services

s. AT&T, and the marketplace in general is no longer investing in copper. The price of copper serivce

s is also going to continue continue to increase. These services also carry the lowest in priority from a

a time to repair standpoint - averaging upwards of over a week. With a fiber based voice solution, Fult

on can "future proof" its network, get the same priority as fiber services on maintenance calls, and mit

igate the severe impact of any price increases. AT&T's voice alternatives leverage the customer's exi

sting voice infrastructure, thus obviating the need to "rip and replace" for new service.

Account #	Service Description (Voice & Data)	Quantity	Unit Cost	Monthly /Recurring Cost
XXXXX7410	EDI 2000Mb	15	1654.39	$24,816
	EDI 2000Mb	2	3001.83	$6,004
	EDI 2000Mb	1	3016.83	$3,017
	EDI 200Mb	12	360	$0
	EDI 2000Mb	3	1654.39	$4,963
	ENS 2000Mb	6	3016.83	$18,101
	ENS 2000Mb	2	3925	$7,850
	ENS 2000Mb	1	1290	$1,290
	ENS 1000Mb	1	1350	$1,350
	ENS 300Mb	1	850.5	$851
	ENS 50Mb	1	679	$679
	EPL 4000Mb	1	5656	$5,656
	EPL 2000Mb	1	4610	$4,610
	EPL 1000Mb	2	4053.88	$8,108
	WAVE 10Gb	2	5000	$10,000
	EDI 10Gb	1	4326.15	$0
	EDI 1Gb	1	743	$0
	SW-WAN Routers	15	499	$7,485
	Managed Router	1	205	$205
Total				$104,984

Annual Total (Data)	
Annual Total (Voice)	
Annual Total (Voice & Data)	

Future Monthly/Recurring	Comments	
$24,816	ENS Replacement for County Priority Sites- Dedicated Internet	24815.85
$6,004	Existing EDI Data Center 2- Dedicated Internet	
$3,017	Existing EDI Data Center 1- Dedicated Internet	
$4,320	EDI for Senior Centers- In process- Dedicated Internet	
$4,963	EDI for Tax/Tag Offices- Extention of ENS Replacment for Priority Sites	
$0	Existing ENS- Site to Site Network- Going Away Soon/October 2025	
$0	Existing ENS- Site to Site Network- Going Away Soon/October 2025	
$0	Existing ENS- Site to Site Network- Going Away Soon/October 2025	
$0	Existing ENS- Site to Site Network- Going Away Soon/October 2025	
$0	Existing ENS- Site to Site Network- Going Away Soon/October 2025	
$0	Existing ENS- Site to Site Network- Going Away Soon/October 2025	
$0	Existing EPL- Point to Point Network- Going Away Soon/October 2025	
$0	Existing EPL- Point to Point Network- Going Away Soon/October 2025	
$0	Existing EPL- Point to Point Network- Going Away Soon/October 2025	
$10,000	Wavelength Point to Point- Replacing the Existing EPLs- In Process Not Billing Yet	
$4,326	EDI for Library Systems Backup- Dedicated Internet- In process Not Billing Yet	
$743	EDI for West Fulton Health Center- Dedicated Internet- In process Not Billing Yet	
$0	SW-WAN Routers Part of ENS Replacement- Not Billing Yet and will be removed once Palo Alto SD-WAN is installed	
$0		
$58,189		

$698,262.12
$128,143.20
$826,405.32

Service (filtered)

Customer	Account No.	CPE Model
Fulton County Information Technology	XXXXX7410	Ciena CN-3924
Fulton County Information Technology	XXXXX7410	Ciena CN-3930
Fulton County Information Technology	XXXXX7410	Ciena CN-3924
Fulton County Information Technology	XXXXX7410	Ciena CN-3903
Fulton County Information Technology	XXXXX7410	Wave NTE
Fulton County Information Technology	XXXXX7410	Wave NTE
Fulton County Information Technology	XXXXX7410	Wave NTE
Fulton County Information Technology	XXXXX7410	Juniper MX240
Fulton County Information Technology	XXXXX7410	Juniper MX240
Fulton County Information Technology	XXXXX7410	Juniper MX240
Fulton County Information Technology	XXXXX7410	Juniper MX240
Fulton County Information Technology	XXXXX7410	Ciena CN-3924
Fulton County Information Technology	XXXXX7410	Ciena CN-3916
Fulton County Information Technology	XXXXX7410	Ciena CN-3930
Fulton County Information Technology	XXXXX7410	Ciena CN-3924
Fulton County Information Technology	XXXXX7410	Ciena CN-3930
Fulton County Information Technology	XXXXX7410	Juniper MX240
Fulton County Information Technology	XXXXX7410	Ciena CN-3903
Fulton County Information Technology	XXXXX7410	Juniper SRX345
Fulton County Information Technology	XXXXX7410	Ciena CN-3903
Fulton County Information Technology	XXXXX7410	Ciena CN-3903
Fulton County Information Technology	XXXXX7410	Ciena CN-3924
Fulton County Information Technology	XXXXX7410	Ciena CN-3930
Fulton County Information Technology	XXXXX7410	Ciena CN-3916
Fulton County Information Technology	XXXXX7410	Ciena CN-3924
Fulton County Information Technology	XXXXX7410	Ciena CN-3930
Fulton County Information Technology	XXXXX7410	Ciena CN-3903
Fulton County Information Technology	XXXXX7410	Ciena CN-3903
Fulton County Information Technology	XXXXX7410	Juniper SRX345
Fulton County Information Technology	XXXXX7410	Ciena CN-3930
Fulton County Information Technology	XXXXX7410	Ciena CN-3924
Fulton County Information Technology	XXXXX7410	Ciena CN-3924
Fulton County Information Technology	XXXXX7410	Wave NTE
Fulton County Information Technology	XXXXX7410	Juniper SRX1500-AC
Fulton County Information Technology	XXXXX7410	Ciena CN-3930
Fulton County Information Technology	XXXXX7410	Juniper MX240
Fulton County Information Technology	XXXXX7410	Juniper MX240
Fulton County Information Technology	XXXXX7410	Juniper MX240
Fulton County Information Technology	XXXXX7410	Juniper MX240
Fulton County Information Technology	XXXXX7410	Juniper MX240
Fulton County Information Technology	XXXXX7410	Juniper MX240
Fulton County Information Technology	XXXXX7410	Ciena CN-3924
Fulton County Information Technology	XXXXX7410	Wave NTE
Fulton County Information Technology	XXXXX7410	Wave NTE

Fulton County Information Technology	XXXXX7410	Juniper MX240
Fulton County Information Technology	XXXXX7410	Juniper MX240
Fulton County Information Technology	XXXXX7410	Ciena CN-3924
Fulton County Information Technology	XXXXX7410	Ciena CN-3903
Fulton County Information Technology	XXXXX7410	Ciena CN-3924
Fulton County Information Technology	XXXXX7410	Ciena CN-3903
Fulton County Information Technology	XXXXX7410	Ciena CN-3924
Fulton County Information Technology	XXXXX7410	Ciena CN-3924
Fulton County Information Technology	XXXXX7410	Ciena CN-3924
Fulton County Information Technology	XXXXX7410	Ciena CN-3903
Fulton County Information Technology	XXXXX7410	Ciena CN-3924
Fulton County Information Technology	XXXXX7410	Ciena CN-3903
Fulton County Information Technology	XXXXX7410	Ciena CN-3930
Fulton County Information Technology	XXXXX7410	Ciena CN-3924
Fulton County Information Technology	XXXXX7410	Juniper MX240
Fulton County Information Technology	XXXXX7410	Ciena CN-3924
Fulton County Information Technology	XXXXX7410	Ciena CN-3930
Fulton County Information Technology	XXXXX7410	Ciena CN-3930
Fulton County Information Technology	XXXXX7410	Ciena CN-3924
Fulton County Information Technology	XXXXX7410	Ciena CN-3924
Fulton County Information Technology	XXXXX7410	Ciena CN-3903
Fulton County Information Technology	XXXXX7410	Ciena CN-3924
Fulton County Information Technology	XXXXX7410	Ciena CN-3903
Fulton County Information Technology	XXXXX7410	Juniper MX240
Fulton County Information Technology	XXXXX7410	Ciena CN-3924
Fulton County Information Technology	XXXXX7410	Ciena CN-3924

UNI/Port	EVC/Channel	Service Type	MRC
30.KGGS.057643..CBCL..	2000Mb	EDI	*$1,654.39*
30.KGGS.029046..CBCL..	2000Mb	ENS	$3,016.83
30.KGGS.067214..CBCL..	2000Mb	EDI	$1,654.39
30.KFGS.066506..CBCL..	200Mb	EDI	$360.00
30.KGFS.000201..CBCL..	10000Mb	Wavelength Services	
30.KGFS.000222..CBCL..	10000Mb	Wavelength Services	
30.KGFS.000222..CBCL..	30.KGXH.000241.2.CBCL..	Wavelength Services	
30.KFGS.000111..CBCL..	2000Mb	ENS	$3,925.00
30.KFGS.000069..CBCL..	2000Mb	EPL	$2,305.00
30.KFGS.015721..CBCL..	1000Mb	EPL	$2,026.94
30.KFGS.015719..CBCL..	1000Mb	EPL	$2,026.94
30.KGGS.065934..CBCL..	30.VLXP.106351..CBCL..	EDI	
30.KRGS.020027..CBCL..	50Mb	EDI	$1,062.00
30.KGGS.021203..CBCL..	4000Mb	EPL	$2,828.00
30.KGGS.061352..CBCL..	2000Mb	EDI	*$1,654.39*
30.KGGS.041331..CBCL..	2000Mb	EDI	$3,016.83
30.KFGS.000106..CBCL..	2000Mb	ENS	$3,925.00
30.KFGS.066508..CBCL..	200Mb	EDI	$360.00
		Managed Router	
30.KFGS.066246..CBCL..	200Mb	EDI	$360.00
30.KFGS.066346..CBCL..	200Mb	EDI	$360.00
30.KGGS.057602..CBCL..	2000Mb	EDI	*$1,654.39*
30.KGGS.039520..CBCL..	2000Mb	ENS	$3,016.38
30.KRGS.003803..CBCL..	50Mb	ENS	$679.00
30.KGGS.057483..CBCL..	2000Mb	EDI	*$1,654.39*
30.KFGS.047750..CBCL..	1000Mb	ENS	N/A
30.KFGS.066286..CBCL..	200Mb	EDI	$360.00
30.KFGS.066366..CBCL..	200Mb	EDI	$360.00
		Managed Router	
30.KFGS.049130..CBCL..	1000Mb	ENS	$1,350.00
30.KGGS.057482..CBCL..	2000Mb	EDI	*$1,654.39*
30.KGGS.061388..CBCL..	2000Mb	EDI	$3,001.83
30.KGFS.000202..CBCL..	10000Mb	Wavelength Services	
		Managed Router	$205.00
30.KGGS.021204..CBCL..	4000Mb	EPL	$2,828.00
30.KFGS.015619..CBCL..	100Mb	EDI	$1,815.00
30.KFGS.015558..CBCL..	2000Mb	ENS	$3,016.83
30.KFGS.015578..CBCL..	2000Mb	ENS	N/A
30.KFGS.015720..CBCL..	1000Mb	EPL	$2,026.94
30.KFGS.015718..CBCL..	1000Mb	EPL	$2,026.94
30.KFGS.040907..CBCL..	2000Mb	EDI	$3,001.83
30.KGGS.057763..CBCL..	2000Mb	EDI	*$1,654.39*
30.KGFS.000221..CBCL..	30.KGXH.000241.2.CBCL..	Wavelength Services	
30.KGFS.000221..CBCL..	10000Mb	Wavelength Services	

30.KFGS.000110..CBCL..	2000Mb	ENS	$3,016.83
30.KFGS.000070..CBCL..	2000Mb	EPL	$2,305.00
30.KGGS.057762..CBCL..	2000Mb	EDI	*$1,654.39*
30.KFGS.066306..CBCL..	200Mb	EDI	$360.00
30.KGGS.057544..CBCL..	2000Mb	EDI	*$1,654.39*
30.KFGS.066166..CBCL..	200Mb	EDI	$360.00
30.KGGS.057462..CBCL..	2000Mb	EDI	*$1,654.39*
30.KGGS.057523..CBCL..	2000Mb	EDI	*$1,654.39*
30.KGGS.072387..CBCL..	30.VLXP.114109..CBCL..	EDI	
30.KFGS.066206..CBCL..	200Mb	EDI	$360.00
30.KGGS.067033..CBCL..	2000Mb	EDI	$1,654.39
30.KFGS.066266..CBCL..	200Mb	EDI	$360.00
30.KGGS.046283..CBCL..	2000Mb	ENS	$1,290.00
30.KGGS.061382..CBCL..	2000Mb	EDI	*$1,654.39*
30.KFGS.000108..CBCL..	2000Mb	ENS	$3,016.83
30.KGGS.061362..CBCL..	2000Mb	EDI	*$1,654.39*
30.KRGS.044329..CBCL..	100Mb	ENS	N/A
30.KFGS.050251..CBCL..	300Mb	ENS	$850.50
30.KGGS.057702..CBCL..	2000Mb	EDI	$1,654.39
30.KGGS.059962..CBCL..	2000Mb	EDI	*$1,654.39*
30.KFGS.066186..CBCL..	200Mb	EDI	$360.00
30.KGGS.067034..CBCL..	2000Mb	EDI	$1,654.39
30.KFGS.066226..CBCL..	200Mb	EDI	$360.00
30.KFGS.000107..CBCL..	2000Mb	ENS	$3,016.93
30.KGGS.057823..CBCL..	2000Mb	EDI	*$1,654.39*
30.KGGS.057822..CBCL..	2000Mb	EDI	*$1,654.39*

Site Address	CAFÉ
1 CARNEGIE WAY NW,,ATLANTA,GA 30303	Y
1101 JEFFERSON ST NW,,ATLANTA,GA 30318 (901 Rice St)	Y
11575 MAXWELL RD,,ALPHARETTA,GA 30009	Y
1250 WARSAW RD,,ROSWELL,GA 30076	Y
141 PRYOR ST SW ,ATLANTA,GA,30303	Y
141 PRYOR ST SW ,ATLANTA,GA,30303	Y
141 PRYOR ST SW ,ATLANTA,GA,30303	N
141 PRYOR ST SW,,ATLANTA,GA 30303	Y
141 PRYOR ST SW,,ATLANTA,GA 30303	Y
141 PRYOR ST SW,,ATLANTA,GA 30303	Y
141 PRYOR ST SW,,ATLANTA,GA 30303	Y
141 PRYOR ST SW,,ATLANTA,GA 30303	N
141 PRYOR ST SW,STE 3077B,ATLANTA,GA 30303	Y
141 PRYOR ST SW,STE 3077B,ATLANTA,GA 30303	Y
141 PRYOR ST SW,wave1,ATLANTA,GA 30303	Y
141 Pryor St _Wave 1,,ATLANTA,GA 30303	Y
160 PRYOR ST SW,,ATLANTA,GA 30303	Y
1650 NEW TOWN CIR SE,,ATLANTA,GA 30315	Y
1805 PARKE PLAZA CIR, STE 102, STONE MOUNTAIN, GA	N
1953 DONALD LEE HOLLOWELL PKWY NW,,ATLANTA,GA 30318	N
215 LAKEWOOD WAY SW,,ATLANTA,GA 30315	Y
2841 GREENBRIAR PKWY SW,STE 106,ATLANTA,GA 30331	Y
2841 GREENBRIAR PKWY SW,STE X124,ATLANTA,GA 30331	Y
2841 GREENBRIAR PKWY SW,Ste 106,ATLANTA,GA 30331	Y
2841 Greenbriar Pkwy SW_wave1,STE 124_wave1,ATLANTA,GA 30331	Y
2841 Greenbriar SW,STE 124,ATLANTA,GA 30331	N
2885 CHURCH ST,,EAST POINT,GA 30344	N
300 EDGEWOOD AVE SE,,ATLANTA,GA 30312	Y
315 BOULEVARD NE, STE 350 , ATLANTA, GA	N
315 BOULEVARD NE,STE 350,ATLANTA,GA 30312	Y
315 Boulevard NE_wave1,STE 350_wave1,ATLANTA,GA 30312	Y
375 LOWER RIVER RD,,LITHIA SPRINGS,GA 30122	Y
375 RIVERSIDE PKWY ,LITHIA SPRINGS,GA,30122	Y
375 RIVERSIDE PKWY, LITHIA SPRINGS, GA	Y
375 RIVERSIDE PKWY,,LITHIA SPRINGS,GA 30122	Y
375 RIVERSIDE PKWY,STE 100,LITHIA SPRINGS,GA 30122	Y
375 RIVERSIDE PKWY,STE 100,LITHIA SPRINGS,GA 30122	Y
375 RIVERSIDE PKWY,STE 100,LITHIA SPRINGS,GA 30122	N
375 RIVERSIDE PKWY,STE 100,LITHIA SPRINGS,GA 30122	Y
375 RIVERSIDE PKWY,STE 100,LITHIA SPRINGS,GA 30122	Y
375 RIVERSIDE PKWY,STE 100,LITHIA SPRINGS,GA 30122	Y
375 Riverside Parkway,,LITHIA SPRINGS,GA 30122	Y
3977 AVIATION CIR NW ,ATLANTA,GA,30336	N
3977 AVIATION CIR NW ,ATLANTA,GA,30336	Y

3977 AVIATION CIR NW,,ATLANTA,GA 30336	Y
3977 AVIATION CIR NW,,ATLANTA,GA 30336	Y
3977 AVIATION CIR NW,,ATLANTA,GA 30336	Y
4001 DANFORTH RD SW,,ATLANTA,GA 30331	N
430 PRYOR ST SW,,ATLANTA,GA 30312	Y
4320 HERSCHEL RD,,ATLANTA,GA 30337	N
4700 North Point Pkwy,,ALPHARETTA,GA 30022	Y
4701 Fulton Industrial Blvd SW_wave1,,ATLANTA,GA 30336	Y
475 FAIRBURN RD SW,,ATLANTA,GA 30331	N
510 TURNER AVE,,PALMETTO,GA 30268	N
515 JOHN WESLEY DOBBS AVE NE,,ATLANTA,GA 30312	Y
527 KING ARNOLD ST,,ATLANTA,GA 30354	Y
5600 Campbellton Fairburn Rd,,FAIRBURN,GA 30213	Y
5600 Campbellton Fairburn Rd,,FAIRBURN,GA 30213	Y
5600 STONEWALL TELL RD,,COLLEGE PARK,GA 30349	Y
5600 STONEWALL TELL RD,wave1,COLLEGE PARK,GA 30349	Y
6500 VERNON WOODS DR NE,,ATLANTA,GA 30328	N
6500 VERNON WOODS DR,,ATLANTA,GA 30328	Y
6500 Vernon Woods Dr NE,,ATLANTA,GA 30328	Y
6500 WATSON ST,,UNION CITY,GA 30291	Y
66 BROOKS DR,,FAIRBURN,GA 30213	N
677 FAIRBURN RD NW,,ATLANTA,GA 30331	Y
745 ORR ST NW,,ATLANTA,GA 30314	Y
7741 ROSWELL RD,,ATLANTA,GA 30350	Y
7741 Roswell Road_wave1,,SANDY SPRINGS,GA 30350	Y
901 Rice Street_wave1,,ATLANTA,GA 30318	Y

BGP Peering	IPBLOCK Customer/LAN IPv4	IPBLOCK P2P/WAN IPV4
		50.168.250.48/29
		50.146.74.16/29
		50.146.80.24/29
		50.146.67.28/30
No	50.236.71.96/28	50.234.214.180/30
		50.146.23.0/29
Yes	50.233.30.36/30 -$20.00	50.204.208.240/30
		50.146.80.64/29
		50.146.77.104/29
		50.168.140.224/29
CANCELLED		50.168.231.232/29
		50.168.231.72/29
		50.146.77.144/29
		50.146.78.80/29
		50.168.231.64/29
Yes	50.204.174.240/28- $30.00	50.200.100.240/30
	50.205.136.8/29	50.205.134.240/30
Yes	/30 -$30.00	
		50.168.250.184/29

		50.168.250.144/29
		50.146.77.240/29
		50.168.231.192/29
		50.168.214.112/29
		50.168.141.8/29
		50.168.231.152/29
		50.146.107.32/29
		50.146.77.72/29
		50.146.73.64/29
		50.146.77.112/29
		50.146.23.56/29
		50.146.22.248/29
		50.168.250.72/29
		50.146.12.56/29
		50.146.77.64/29
		50.146.73.72/29
		50.146.77.80/29
		50.168.251.0/29
		50.168.250.232/29

Active Core Customer Type

Account #	Service Description (Voice & Data)	Quantity	Unit Cost	Monthly /Recurring Cost
XXXXXXXXXXX3444	Analog Voice	136	24.95	$3,393
	Equipment Fee	34	24.95	$848
	Analog Voice	30	24.95	$749
	Equipment Fee	15	24.95	$374
	Analog Voice	200	24.95	$4,990
	Equipment Fee	9	24.95	$225
	Analog Voice	3	24.95	$75
	Equipment Fee	1	24.95	$25
Total				$10,679
Annual Total				**$128,143.20**

Comments
(4) lines for Library Systems (34 sites)
Equipment Fee for Voice services for Library Systems
(2) lines for Senior Centers (15 sites)
Equipment Fee for Voice services for Senior Centers
(200) lines for Juvenile Court- Not billing yet
Equipment Fee for Juvenile Court- Not billing yet
(3) lines for UGA Extension Office
Equipment Fee for UGA Exension Office

HIERARCHY ACCOUNT NUMBER	ACCOUNT HOLDER NAME
8220106190003444	COUNTY LIBRARY SYS,FULTON
8220106190003444	INFORMATION,FULTON COUNTY
8220106190003444	LIBRARY SYS,FULTON COUNTY
8220106190003444	LIBRARY SYS,FULTON COUNTY
8220106190003444	LIBRARY SYS,FULTON COUNTY
8220106190003444	LIBRARY SYS,FULTON COUNTY
8220106190003444	LIBRARY SYST,FULTON COUNTY
8220106190003444	LIBRARY SYST,FULTON COUNTY
8220106190003444	LIBRARY SYST,FULTON COUNTY

8220106190003444	LIBRARY SYST,FULTON COUNTY
8220106190003444	LIBRARY SYST,FULTON COUNTY
8220106190003444	LIBRARY SYTM,FULTON COUNTY
8220106190003444	SENIOR CENTE,FULTON COUNTY
8220106190003444	SENIOR CENTE,FULTON COUNTY
8220106190003444	SENIOR CENTE,FULTON COUNTY
8220106190003444	SENIOR CENTE,FULTON COUNTY
8220106190003444	SENIOR CNTER,FULTON COUNTY
8220106190003444	SENIOR CNTRS,FULTON COUNTY
8220106190003444	SENIOR CTR,FULTON COUNTY
8220106190003444	SENIOR CTR,FULTON COUNTY
8220106190003444	SR CENTERS,FULTON COUNTY
8220106190003444	SR CENTERS,FULTON COUNTY
8220106190003444	SYS,FULTON COUNTY LIBRARY

8220106190003444	SYS,FULTON COUNTY LIBRARY
8220106190003444	SYSTEM,FULTONCOUNTYLIBRARY
8220106190003444	FULTONCOUNTY LIBRARY SYS

ADDRESS LINE1 TXT	ADDRESS LINE2 TXT	CITY NAME
1332 SW METROPOLITAN PKWY	OFC	ATLANTA
1116 SW MARTIN LUTHER KING JR DR		ATLANTA
9560 SPRUILL RD		ALPHARETTA
2489 NW PERRY BLVD		ATLANTA
3295 NW NORTHSIDE PKWY		ATLANTA
9111 CASCADE PALMETTO HWY		PALMETTO
11 NE KIRKWOOD RD		ATLANTA
101 NE AUBURN AVE		ATLANTA
3424 MARTIN LUTHER KING JR		ATLANTA

525 KING ARNOLD ST	OFC	HAPEVILLE
4055 FLAT SHOALS RD		UNION CITY
855 MAYFIELD RD		ALPHARETTA
300 NE EDGEWOOD AVE		ATLANTA
1953 NW DONALD LEE HOLLOWELL PKWY		ATLANTA
4320 HERSCHEL RD	OFC	COLLEGE PARK
510 TURNER AVE		PALMETTO
4001 SW DANFORTH RD		ATLANTA
66 BROOKS DR		FAIRBURN
6500 VERNON WOODS DR	BLDG C	ATLANTA
527 KING ARNOLD ST		HAPEVILLE
215 SW LAKEWOOD WAY		ATLANTA
677 NW FAIRBURN RD		ATLANTA
5090 ABBOTTS BRIDGE RD		ALPHARETTA

1463 SW PRYOR RD		ATLANTA
3100 SW ENON RD		ATLANTA
115 NORCROSS ST		ROSWELL

STATE CODE	ZIP CODE	VOICE SERVICE TYPE	TN's ASSOCIATED	MRC RECURRING
GA	30310	POTS - Basic Lines	470-788-8175 470-788-8100 470-788-8009 404-963-1778	$124.75
GA	30314	POTS - Basic Lines	470-788-8929 470-270-8911 470-270-8903 404-228-2029	$124.75
GA	30022	POTS - Basic Lines	470-709-2549 470-709-2512 470-709-2508 470-275-4462	$124.75
GA	30318	POTS - Basic Lines	404-941-9088 404-748-6065 404-343-1915 404-328-2100	$124.75
GA	30327	POTS - Basic Lines	404-748-9172 404-941-9624 404-941-9673 404-941-9686	$124.75
GA	30268	POTS - Basic Lines	678-489-6676 470-726-1795 470-726-1705 470-726-1478	$124.75
GA	30317	POTS - Basic Lines	404-968-9454 404-968-9449 404-968-9437 404-968-9422	$124.75
GA	30303	POTS - Basic Lines	470-823-4156 470-823-4152 404-963-7819 404-963-7756	$124.75
GA	30331	POTS - Basic Lines	404-963-1595 404-343-1837 404-343-1625 404-343-1376	$124.75

GA	30354	POTS - Basic Lines	404-968-9317 404-968-9430 404-968-9466 404-968-9620	$124.75
GA	30291	POTS - Basic Lines	678-489-6480 678-489-6325 470-278-2830 470-278-2152	$124.75
GA	30009	POTS - Basic Lines	678-580-2729 470-657-5303 470-657-5182 470-657-3913	$124.75
GA	30312	POTS - Basic Lines	404-941-9533 404-941-9383	$74.85
GA	30318	POTS - Basic Lines	404-968-9213 404-968-9200	$74.85
GA	30337	POTS - Basic Lines	404-549-7690 404-549-7418	$74.85
GA	30268	POTS - Basic Lines	470-726-1813 470-278-2448 470-278-2447	$74.85
GA	30331	POTS - Basic Lines	404-963-7450 404-963-1833	$74.85
GA	30213	POTS - Basic Lines	678-604-6719 678-604-6716	$74.85
GA	30328	POTS - Basic Lines	404-748-9199 404-748-9097	$74.85
GA	30354	POTS - Basic Lines	404-549-7874 404-549-7710	$74.85
GA	30315	POTS - Basic Lines	404-963-7831 404-963-7825	$74.85
GA	30331	POTS - Basic Lines	404-748-9794 404-748-9780	$74.85
GA	30005	POTS - Basic Lines	678-579-5552 678-579-5244 678-579-5239 678-579-5163	$124.75

GA	30315	POTS - Basic Lines	470-270-8848 470-270-8844 470-270-8836 470-270-8821	$124.75
GA	30331	POTS - Basic Lines	404-549-7995 404-549-7988 404-549-7958 404-549-7952	$124.75
GA	30075	POTS - Basic Lines	470-359-5599 470-359-5174 470-359-2992 470-359-2887	$124.75

EMTA MRC AMT
$24.95
$24.95
$0.00
$24.95
$0.00
$24.95
$24.95
$24.95
$0.00

$0.00
$24.95
$24.95
$24.95
$24.95
$24.95
$24.95
$24.95
$24.95
$24.95
$24.95
$24.95
$24.95
$24.95
$24.95

$24.95
$24.95

Statement of Work (SOW) for Telecom Audit Services

Fulton County Information Fulton County Information Technology Department and S2K Consulting, Inc

---

1. Introduction

This Statement of Work (SOW) outlines the scope, objectives, deliverables, and responsibilities for conducting telecom audit services for the Fulton County Information Technology Department. The primary goal is to review, analyze, and reduce telecommunications expenses, contracts, and usage to ensure cost efficiency, compliance, and operational effectiveness

---

2. Background

The Fulton County Information Technology Department manages a range of telecommunications services and assets, including voice, data, and wireless services. Due to evolving technological needs and complex billing structures, a comprehensive audit is necessary to identify cost-saving opportunities, billing errors, and contract optimization strategies

---

3. Scope of Work

The telecom audit will include, but is not limited to, the following tasks:

- **Inventory and Asset Management**
    - Catalog all voice and data services in use
- **Financial Examination and Audit**
    - Analyze telecom invoices, contracts, and billing statements for errors, overcharges, and compliance with contractual terms
    - Identify and recover erroneous charges, credits, or refunds from prior years
    - Benchmarking costs and services against industry standards
- **Usage and Traffic Analysis**
    - Assess service utilization to identify underused or unnecessary services
- **Contract Review and Optimization**

    - Evaluate existing telecom contracts for compliance, redundancy, and optimization opportunities
    - Recommend restructuring or renegotiating contracts, leases, and maintenance agreements.
- **Cost Savings and Optimization**
    - Provide actionable recommendations for immediate and long-term cost reduction
- **Reporting**
    - Deliver a detailed audit report summarizing findings, savings opportunities, claims processed, and actionable recommendations

---

4. Deliverables

- Comprehensive inventory of telecom assets and services (Excel format preferred)
- Written audit report including:
    - Telecom spend by carrier (AT&T, Comcast and GTA)
    - Identified billing errors and contractual issues
    - Summary of claims processed (with dates and amounts)
    - Recommendations for cost savings and optimization
    - Identified telecom expense reductions and cost savings (one-time and recurring)
- Monthly progress updates on audit activities and savings achieved
- Project plan and timeline for completion of analysis and claims processing
- Success criteria: Completion of all outlined deliverables

---

5. Roles and Responsibilities

- **Telecom Vendor/Auditor: S2K Consulting, Inc**
    - Conduct all audit activities as described in the scope and deliverables.
    - Communicate findings and recommendations in a timely manner.

- Maintain confidentiality and comply with all relevant policies and standards

- **Fulton County Information Technology Department**
  - Provide access to required records, billings/invoices, and contracts.
  - Provide list of pending disputes, reductions and disconnects.
  - Designate a point of contact for coordination and approvals.

---

6. Timeline

- Project kickoff: Upon Fulton County Board of Commissioners approval and notice to proceed for a term of 12 months
- Data collection and inventory
- Analysis and audit
- Draft report
- Final report and recommendations

---

7. Acceptance Criteria

- All deliverables must be submitted in the agreed format and meet the quality standards set by the Fulton County Information Technology Department.
- Recommendations must be actionable and supported by documented findings

---

8. Assumptions and Constraints

- The audit will be limited to telecom services and assets managed by the Fulton County Information Technology Department.
- Timely cooperation and access to information from internal stakeholders are required for successful completion

---

9. Structuring Split Revenue from Telecom Cost Savings

Contingency-Based (Performance-Based) Model

Fulton County Information Technology has selected the best practice and industry-standard approach; the ***contingency-based / performance-based model***. In this structure:

- The vendor is paid **thirty eight percent (38%)** of the actual, verified cost savings or refunds they secure for Fulton County Information Technology as a direct result of the audit. For example, if the audit results in $1,000,000 in verified annual savings and the agreed split is 38%, the vendor receives $380,000 (either as a lump sum or over the savings period).
- No upfront fees are required; payment is only made when savings are realized, aligning the vendor's incentives with Fulton County Information Technology's cost-reduction goals

Payment Terms:

- Payments to the vendor are made after the savings are realized and verified—either as a lump sum for one-time savings or as a percentage of monthly savings for a defined period (12 months).
- The agreement should specify the documentation and verification process for all savings before payment is released.

Clause (for contract inclusion):

S2K Consulting, Inc shall be compensated at a rate of 38% of all verified cost savings, credits, or refunds directly attributable to their audit findings and recommendations, payable upon realization and verification of such savings by the client. Savings are defined as reductions in telecom expenses, elimination of erroneous charges, or refunds/credits obtained because of the audit. The County retains the right to audit or verify the vendor's calculations and support documentation

---

10. Approval

This SOW is effective upon signature by authorized representatives of both parties.

Fulton County baseline 2025 Telecom Expenditures (Total)

$4,200,625.56

Appendix A

Fulton County detailed inventory of AT&T Voice and Data Services

AT&T Total: $3,374,220.24

Appendix B

Fulton County detailed inventory of Comcast Voice and Data Services

Comcast Total: $826,405.32

Fulton County
141 Pryor Street SW
Atlanta, Georgia 30303

April 3, 2025

RE: Telecom Billing Review Engagement Letter

To Whom it May Concern:

This engagement letter is to confirm that S2K Consulting, Inc. will provide Fulton County with a complete telecommunications billing audit.

Both parties will comply with the terms and conditions within the Agreement between S2K Consulting, Inc. and the City of Jacksonville, which was awarded to S2K Consulting, Inc. through the Invitation to Quote No. ITQ 16332-25, Telecom Billing, Error Detection, and Corrections Management by the City of Jacksonville.

The term of this Agreement shall be for a period of one year and shall become effective as of the date of its execution.

The signatories on behalf of S2K Consulting, Inc. and Fulton County further represent and warrant that they have full right, power and authority to act on behalf of S2K Consulting, Inc. and Fulton County, respectively, in entering into and executing this Agreement.

S2K Consulting, Inc.	**Fulton County**
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Name & Title	Name & Title
_____	_____
Date Signed	Date Signed

Notice of Award

2025 Consulting Services for Telecom Billing, Error Detection, and Correction

Buyer	**Carmella Michelle Spitler**	Open Date	**12/13/24 9:29 AM**
Location	**117 West Duval Street** **Suite 375** **Jacksonville, FL 32202** **Duval** **United States**	Close Date	**12/18/24 4:00 AM**
Phone		Currency	**USD**
Buyer E-Mail	**CSpitler@coj.net**		

Announcement **Awarded to the lowest responsive and responsible bidder: S2K Consulting, Inc for 62%**

Award Summary

Awarded Suppliers **1**
Award Amount **0.01**

Supplier	Response	Awarded	Response Amount	Award Amount
S2K Consulting, Inc.	439073	Yes	0.01	0.01
BJE Professional Services LLC	439136	No	0.25	0.00
A Learning Domain Child Development Center llc		No		
A1A Solar Contracting, Inc		No		
APFS Staffing, Inc		No		
Aaron Cohen Associates, LTD		No		
Abba Property Solutions, LLC		No		
Acojestic LLC		No		
Adanta, Inc.		No		
Advanced Systems Design		No		
Allison M Cicero		No		
Almonteco LLC		No		
American Association of Electronic Reporters and Transcribers		No		
Anthony O Hurman Jr.		No		
AspirationsPR		No		
Ayres Associates Inc		No		
B Robinson Corporation		No		
BPS Ventures II, LLC		No		
Be Classy Inc.		No		

Supplier	Response	Awarded	Response Amount	Award Amount
Bizcon LLC		No		
Black Eden's		No		
Black Willow, Inc.		No		
Blue Skies Professional Services		No		
Build Up Downtown Inc		No		
Burrows & Company, LLC		No		
Business Leadership Institute for Early Learning Inc		No		
Business Systems and Consultants, Inc.		No		
CSRS, LLC		No		
Carol Bayle Homes		No		
Cecilia M. Escorbore		No		
Charlene Taylor Hill		No		
Christian Evangelista		No		
Christopher Albert Janson		No		
Coastal Life Strategies LLC		No		
Coppola Public Relations		No		
DOF Creations, LLC		No		
Daniels' Art Of Educating LLC		No		
David Schultz Airshows LLC		No		
Dean Llewellyn		No		
Dr. Laura Minor		No		
DuraBante		No		
Duval Comic & Zine Inc		No		
Duval Quality Investments RH LLC		No		
DynoHelp, LLC		No		
ECA STAFFING SOLUTIONS, INC		No		
EXP US Services Inc		No		
Eight Eleven Group		No		
Elite CXS Solutions		No		
Elysian Park Ventures, LLC		No		
Empowerment Solutions Inc.		No		
Enterprise Integration, Inc		No		
Erick Simmons		No		
Evolve Holdings, Inc		No		
Excite Communications		No		
FACC SERVICES GROUP, LLC		No		
Federal Government Advisors		No		
First Coast Hispanic Chamber of Commerce Community Development, Inc		No		
Fogle Fine Art Consulting, LLC		No		
GOLDEN RESOURCES TRANSPORTATION LLC		No		
Get It Done Solutions		No		
GirlPower1440 Inc		No		

Supplier	Response	Awarded	Response Amount	Award Amount
GraceMark Consulting, LLC		No		
Grays Tree Mitigation and Consulting		No		
Gwen Foster Oglesby		No		
H. Stephen Jones and Associates, Inc.		No		
Haddad Drugan, LLC		No		
HayCorp LLC		No		
Husch Blackwell		No		
IBI Group, A California Partnership		No		
Infinity Communications & Consulting		No		
InfoSight,Inc.		No		
IngenAE, LLC		No		
Inspired Creative Services, LLC		No		
JBrown Professional Group Inc		No		
JSK Marketing, LLC		No		
James Irvine		No		
Jason Ian French		No		
Jesse Pina		No		
Johnston Architectural Systems, Inc		No		
Johnstown Townhomes LLC		No		
Josephson Investments		No		
KPMG LLP		No		
KRI Belle Rive LLC		No		
Kendall Autism Support & Consulting, LLC		No		
Kimberly F. Pomar		No		
Kimberly Hurt		No		
Kimley-Horn and Associates, Inc.		No		
Krish Ventures LLC		No		
LKJ'S Consulting Services LLC		No		
Lakes Environmental Consultants Inc.		No		
Legacy New Ventures, LLC		No		
Level Up Project Development, LLC		No		
Lexvorvin LLC		No		
Life Is Rich Global, LLC		No		
Lifeline Training Ltd.		No		
Lon Moeller		No		
Lumen Technologies Government Solutions Inc.		No		
MOTT MACDONALD CONSULTANTS, INC		No		
Malor & Company Inc		No		
MarshWagner		No		
Martin Malyo		No		
Measurement Resources Company LLC		No		
Men In & Out of Schools, Inc		No		
Metro Liquidators LLC.		No		

Supplier	Response	Awarded	Response Amount	Award Amount
Mia Howell Consulting, LLC		No		
Morris & McDaniel, Inc.		No		
Ms. Mary's Helping Hands Foundation		No		
N-Site Mitigation LLC		No		
NAMC-NORTHEAST FLORIDA CHAPTER		No		
Nagarro GS Inc.		No		
Natural Thankfulness, LLC		No		
Naturally Purposed, LLC		No		
Nikesha Elise Williams		No		
North Florida Land Trust		No		
Northeast Florida Women Veterans, Inc		No		
Novus Insight Inc.		No		
OnDefend, LLC		No		
One Team One Dream dba Beating The Odds		No		
Optiv Security Inc.		No		
Patricia Reagan		No		
Performance Redefined Corporation		No		
Performix Business Services LLC		No		
Peyman Ata-Abadi		No		
Phaeton Solutions LLC		No		
Pivot.City DLT		No		
PowerCore Communications, Inc.		No		
Praxol Investments Corp		No		
Premier Events and Services Unlimited		No		
Qualifleet Consulting LLC		No		
Quest Corporation of America		No		
Raccoon Hogg Community Development LLC		No		
Reddi Or Not Multimedia		No		
Roger Q Austin III		No		
Ronald Wagand		No		
STAT Insights, LLC		No		
SWCA, Incorporated		No		
Sabrina F. Edwards		No		
Seabreeze Safety Solutions LLC		No		
Selena Webster-Bass		No		
Shepherd Technical Services, LLC		No		
St. Johns Emergency Restoration Services		No		
Star V Corporate Training LLC		No		
Stephen D Spivey		No		
Stop At Nothing, Inc		No		
Streamline Assets and Solutions		No		
Suade Out Entertainment LLC		No		
Swan Management Group, LLC		No		

Supplier	Response	Awarded	Response Amount	Award Amount
Synergy Technologies LLC		No		
TFCWEXPO		No		
TKS FIRM LLC		No		
Temidayo Shoniyi		No		
Thalwitzer Consulting, LLC		No		
The Balmoral Group		No		
The Digital Sauce		No		
The Fire Watch Project, Inc.		No		
The Forum for Youth Investment		No		
The HUB @ Kings Road LLC		No		
The McIntosh Group		No		
The RMJ Group LLC		No		
The Scarlett Group		No		
Tierra, Inc.		No		
Tiffany Melanson		No		
Tip Top Tree Experts LLC		No		
Todd Johnson		No		
Troy & Banks, Inc.		No		
VANTAGE ENERGY CONSULTING LLC		No		
VOTF LLC		No		
Valcom Salt Lake City, LC		No		
Valiant Global Solutions, LLC		No		
Venegroup Services Inc		No		
Verlean King		No		
Veterans4You LLC		No		
Wienken Advisors, Ltd.		No		
William Brennan		No		
William M. FitzGibbons		No		
Witt O'Brien's, LLC		No		
Wolfcreek Consulting, Inc.		No		
eCuras Limited Liability Company		No		

Award Details

Response Elements	S2K Consulting, Inc. -439073
1. FY2025 Consulting Services for Telecom Billing, Error Detection, and Correction Management	
Award Price	0.01
Award Amount	0.01

A NEW DAY.

Bid Specifications

for

2025 Consulting Services for Telecom Billing, Error Detection, and Correction

Company **City of Jacksonville**
Buyer **Carmella Spitler**
E-mail **CSpitler@coj.net**

This document has important legal consequences. The information contained in this document is proprietary of City of Jacksonville. It shall not be used, reproduced, or disclosed to others without the express and written consent of City of Jacksonville.

All responses to this solicitation must be submitted through the City's e-procurement system 1Cloud. If you need to refresh yourself on the instructions for viewing and responding to solicitations, please refer to the training information posted on the supplier portal located on the COJ Procurement Division website.

https://www.jacksonville.gov/departments/finance/procurement

Table of Contents

1 Overview....4
1.1 General Information....4
1.2 Schedule....4
1.3 Negotiation Controls....4
1.4 Response Rules....4
1.5 Terms....4
2 Requirements....5
2.1 Affirmation....5
2.2 General Requirements....6
3 Lines....8
3.1 Line Information....8
3.2 Line Details....8
3.2.1 Line 1....8
4 Contract Terms....8

1 Overview

1.1 General Information

Title	**2025 Consulting Services for Telecom Billing, Error Detection, and Correction**
Synopsis	**Seeking a qualified firm to provide consulting services for telecom billing, error detection, and correction management.**
Buyer	**Carmella Spitler**
E-Mail	**CSpitler@coj.net**
Outcome	**Purchase Order**

1.2 Schedule

Preview Date		Open Date	**12/13/24 9:29 AM**
Close Date	**12/18/24 4:00 AM**	Award Date	
Time Zone	**Eastern Standard Time**		
Pre-Bid Conference Location			
Pre-Bid Date/Time			
Question Cutoff Date/Time			

1.3 Negotiation Controls

Response Visibility **Sealed**

Lines Settings

Rank Indicator	**1,2,3...**
Ranking Method	**Price only**

1.4 Response Rules

This negotiation is governed by all the rules displayed below.

	Rule
☑	Suppliers are required to respond with full quantity on each line
☑	Suppliers are allowed to revise their submitted response up until Bid closing

1.5 Terms

Payment Terms		Freight Terms	**Freight Prepaid**
Shipping Method	**Best Way**	FOB	**FOB Destination**
Negotiation Currency	**USD (US Dollar)**	Price Precision	**2**

2 Requirements

**Response is required*

Suppliers must satisfy the following mandatory minimum requirements. By submitting a Response, Supplier warrants and represents that it satisfies these requirements. Failure to meet any of the requirements may result in the Response being rejected as non-responsive. Suppliers must respond to each Section through the drop-down selection or arrows at the top right.

2.1 Affirmation

*1.

Type name and title of person submitting bid in the comments box.

Select one of the following:-

☐ a. Acknowledge*(Response attachments are optional)*

Comments:

*2.

Type name of company in the comments box.

Select one of the following:-

☐ a. Acknowledge*(Response attachments are optional)*

Comments:

*3. No Alterations: Bidder has not altered the original Solicitation Document in any way and further understands that any such alteration of the original solicitation document may result in rejection of the bid.

Select one of the following:-

☐ a. Acknowledge*(Response attachments are optional)*

*4. Solicitation Silence: The Solicitation Silence policy is in effect for this solicitation and all communications related to this solicitation must be in writing to the designated procurement representative. Violations of the solicitation silence policy may result in the rejection/disqualification of the submission.

Select one of the following:-

☐ a. Acknowledge*(Response attachments are optional)*

*5. Legal authorization and solicitation specific minimum requirements: All bidders must be legally authorized to do business in Duval County and shall comply with all minimum requirements for this bid. Failure to submit evidence for meeting any of these requirements may be grounds for rejection. Vendor shall provide proof of applicable local business licenses and particulars such as specific licensure, experience on similar projects, years of expertise in the area etc.

Select one of the following:-

☐ a. Acknowledge

Comments:

*6. Certification of No Conflict of Interest: Supplier certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Supplier's company. Supplier must complete and submit the attached Conflict of Interest Statement fully detailing any potential conflicts.

Attachments:

File Name or URL	Type	Description
CONFLICT OF INTEREST CERTIFICA	File	

Select one of the following:-

☐ a. Contractor certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Contractor's company.*(Response attachments are optional)*

☐ b. Contractor cannot certify that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Contractor's company.*(Response attachments are required)*

*7.

Equal Business Opportunity Program: Pursuant to Part 6 of Chapter 126, Jacksonville Ordinance Code, the City of Jacksonville encourages the utilization and participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regards to enhancing participation of JSEBs in all areas of procurement.

Attachments:

File Name or URL	Type	Description
JSEB Project Goals Language.pd	File	

Select one of the following:-

☐ a. Acknowledge*(Response attachments are optional)*

*8. Electronic Signature: I understand this acknowledgment serves as my electronic signature and has the same force and effect as my manual signature.

Select one of the following:-

☐ a. Acknowledge*(Response attachments are optional)*

2.2 General Requirements

*1. Scope of Services: The Procurement of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s) or service(s) as outlined in the bid documents provided. See the attachment(s) for additional information.

The City of Jacksonville, Florida ("City") is seeking a qualified firm to provide consulting services for telecom billing, error detection, and correction management. The City spends on average approximately $80,000.00 – $90,000.00 per month on AT&T landlines and cell phone service combined. The requested services include the identification of telecom services billed and the review of rate plans. In addition, the awarded Bidder shall negotiate with telecom providers on the City's behalf to ensure the best possible rates and quality improvement when possible.

Select one of the following:-

☐ a. Acknowledge*(Response attachments are optional)*

*2.

The Contractor shall request appropriate records from telecom companies with the necessary account information for billing verification.

- The Contractor shall review accounts, identify errors, issue disputes, and negotiate credits with the telecom provider.
- **The Contractor shall identify services that are being paid for by the City but are not being utilized.** The City of Jacksonville will make the determination as to whether the services should be discontinued. In the event disconnections are issued, the Contractor will handle the service order and negotiate any credits that may be due to the City of Jacksonville.
- The Contractor shall negotiate best possible rates with telecom providers and make recommendations to the City of Jacksonville for approval.
- The Contractor shall provide to the City of Jacksonville a percentage of the annual savings.

Attachments:

File Name or URL	Type	Description
Specification.docx	File	
References - Draft.docx	File	

Select one of the following:-

☐ a. Acknowledge*(Response attachments are optional)*

*3. Bidders should submit or comply with the following requirements. Failure to submit any of these requirements may be grounds for rejection:

Bidders must provide proof of being in business and performing services similar to the services sought in this solicitation for a minimum of the last three (3) years.

Select one of the following:-

☐ a. Acknowledge*(Response attachments are optional)*

*4. Price Sheet: Please download the attached spreadsheet to enter prices and upload back. Please do not make any changes to the item descriptions or quantities indicated. See the attachment(s) for additional information.

Attachments:

File Name or URL	Type	Description
Price Sheet.docx	File	

Select one of the following:-

☐ a. Acknowledge*(Response attachments are required)*

3 Lines

3.1 Line Information

Line	Target Quantity	Response Quantity	Response Price	Line Amount	Promised Date
1-FY2025 Consulting Services for Telecom Billing, Error Detection, and Correction Management					

3.2 Line Details

3.2.1 Line 1 FY2025 Consulting Services for Telecom Billing, Error Detection, and Correction Management

Category Name **918.95 Telecommunications Consulting**

Allow Alternate Lines **No**

Requested Date

Location **214 North Hogan Street 9TH FLOOR JACKSONVILLE, FL 32202**

Start Price (USD)

4 Contract Terms

A. Solicitation Overview

A.1. Scope of Work

The Information Technologies of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s)/service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s)/service(s) and to obtain pricing commitments for 2025 Consulting Services for Telecom Billing, Error Detection, and Correction as listed in the bid documents.

A.2. Award

Award will be **ALL OR NONE** to the lowest responsive, responsible bidder(s) subject to the Buy American Preference clause described below. Bidders must bid on all items to be considered for award. The City reserves the right to reject any or all bids. **ALL** awards are subject to the availability of funds.

A.3. Term of Agreement

The period of service will be for the initial period of one year, with three, one-year renewal options. Renewal options subject to approval with supplier and City of Jacksonville.

A.4. Quantities

Quantities indicated are fixed.

B. Insurance Requirements

B.1. Insurance Requirements

Indemnification

Applicant and its subcontractors (the "Indemnifying Party") shall hold harmless, indemnify, and defend the City of Jacksonville and their respective members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

a. General Tort Liability, for any negligent act, error or omission, recklessness, or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's performance of the Agreement, operations, services or work performed hereunder; and

b. Environmental Liability, to the extent this Agreement contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up, or damages whether arising out of or relating to the operation or other activities performed in connection with the Agreement; and

c. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services provided under this Agreement (the "Service(s)"), any product generated by the Services, or any part of the Services as contemplated in this Agreement, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties, a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this Agreement, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Without limiting its liability under this Contract, Provider shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Provider shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Workers Compensation	Florida Statutory Coverage

Employer's Liability		
	$100,000	Each Accident
	$500,000	Disease Policy Limit
	$100,000	Each Employee /Disease

This insurance shall cover the Applicant (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal / Advertising Injury
	$1,000,000	Each Occurrence
	$50,000	Damage to Rental Premises
	$5,000	Medical Expense

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability	$1,000,000	Combine Single Limit

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Liquor or Host Liquor Liability	$1,000,000	Each Occurrence

(Liquor or Host Liquor Liability to the extent liquor is being sold, served or consumed.)

Professional Liability	$1,000,000	per Claim and Aggregate

(Including Medical Malpractice when applicable)

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy.

Sexual Molestation	$1,000,000	Per Claim
	$2,000,000	Aggregate

(Only if program includes direct supervision of children, special needs, and/or senior citizens)

Sexual Molestation Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Accident Medical, Dismemberment and Death	$15,000	Per Participant
Crime – Employee Fidelity	$1,000,000	Per Loss

(Including theft of client property without computer data exclusion)

Builders Risk/Installation Floater	100%	of Completed Value of the Project

Such insurance shall be on a form acceptable to the CITY's Office of Insurance and Risk Management. The Builder's Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum $10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. Named insureds shall be: CONTRACTOR, the CITY, and respective members, officials, employees and agents, the ENGINEER, and the PROGRAM MANAGEMENT FIRM(S) (when program management services are provided). The City of Jacksonville, its members, officials, officers, employees, and agents are to be named as a loss payee.

Pollution Liability	$1,000,000	per Loss
	$2,000,000	Annual Aggregate

Any entity hired to perform services as part of this contract for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

Pollution Legal Liability	$1,000,000	per Loss
	$2,000,000	Aggregate

Any entity hired to perform services as a part of this contract that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this contract.

Watercraft Liability	$1,000,000	Per Occurrence

(to the extent that watercraft is utilized in the services of this contract)

Umbrella Liability	$5,000,000	Each Occurrence/Agg.

The Umbrella Liability policy shall be in excess of the above limits without any gap. The Umbrella coverage will follow-form the underlying coverages and provides on an Occurrence basis all coverages listed above and shall be included in the Umbrella policy.

Cyber Liability & Data Storage	$1,000,000	per Claim and Aggregate

Such insurance shall be on a form acceptable to the City of Jacksonville and shall cover, at a minimum, the following:

a. Cyber Extortion

b. Data Loss and System Damage Liability (when applicable)

c. Security Liability

d. Privacy Liability

e. Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

Additional Insurance Provisions

a. Certificates of Insurance. Applicant shall deliver the City of Jacksonville Certificates of Insurance that shows the corresponding City Contract or Bid Number in the Description, Additional Insureds, Waivers of Subrogation and & statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

b. Additional Insured: All insurance except Worker's Compensation, shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability CA2048.

c. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and their respective members, officers, officials, employees, and agents.

d. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

e. Applicant Insurance Primary. The insurance provided by the Applicant shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City of Jacksonville and their respective members, officers, officials, employees, and agents.

f. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Applicant. Under no circumstances will the City of Jacksonville and their respective members, officers, officials, employees and agents be responsible for paying any deductible or self-insured retention related to this Agreement.

g. Agreement Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Applicant or its Subcontractors, employees or agents to the City of Jacksonville and their respective members, officers, officials, employees and agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

h. Waiver / Estoppel. Neither approval by City of Jacksonville nor failure to disapprove the insurance furnished by Applicant shall relieve Applicant of Applicant's full responsibility to provide insurance as required under this Contract / Agreement / Lease.

i. Notice. The relieve Applicant shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Contractor, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

j. Survival. Anything to the contrary notwithstanding, the liabilities of the Applicant under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage.

k. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City of Jacksonville may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City of Jacksonville and their respective members, officers, officials, employees and agents also be named as an additional insured.

l. Special Provision: Prior to executing this Agreement, Applicant shall present this Agreement and insurance requirements to its Insurance Agent Affirming: (1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Agreement.

Bonds and Other Performance Security

Design-Builder shall not perform or commence any construction services for a Project until the following performance bond and labor and material payment bond or other performance security have been delivered to Owner: Bonds - In accordance with the provisions of Section 255.05, Florida Statutes, Design-Builder shall provide to Owner, on forms furnished by Owner, a 100% Performance Bond and a 100% Labor and Material Payment Bond for each Project performed under this Agreement, each in an amount not less than the GMP as defined in Article 6 and inclusive of Design- Builder's fees. No qualification or modifications to the Bond forms are permitted.

To be acceptable to Owner as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
2. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of this agreement.
    a. If the Contract Award Amount exceeds $500,000, the Surety Company shall also comply with the following provisions:
    b. The Surety Company shall have at least the following minimum ratings in the latest issue of A.M. Best's Key Rating Guide.

CONTRACT AMOUNT	RATING	RATING
$500,000 TO $1,000,000	A-	CLASS IV

$1,000,000 TO $2,500,000	A-	CLASS V
$2,500,000 TO $5,000,000	A-	CLASS VI
$5,000,000 TO $10,000,000	A-	CLASS VII
$10,000,000 TO $25,000,000	A-	CLASS IXIII
$25,000,000 TO $50,000,000	A-	CLASS IX
$50,000,000 TO $75,000,000	A-	CLASS X

5. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

    a. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Financial Services to conduct business in this state.

    b. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

C. Equal Business Opportunity Plan

C.1. Encouragement Plan for Jacksonville Small and Emerging Business Program

It is an official policy of the City of Jacksonville to encourage the maximum participation of **Jacksonville Small Emerging Business (JSEB)** in its contract awards based upon availability. **Under the encouragement plan, vendors are required to make all efforts reasonably necessary to ensure that City certified JSEB have a full and fair opportunity to compete for performance on this project.**

Bidders/Suppliers/Consultants or any entity doing business with the City shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

Please use the attached form 1 (Schedule of Participation) to submit JSEB Participation on this Bid. You may contact the Jacksonville Small & Emerging Business Office at (904) 255-8620 to verify the status of a JSEB or visit our web site at www.JSEB.coj.net.

D. General Conditions

D.1. Assignment

The Bidder shall not assign, transfer, convey, sublet, novation, or otherwise dispose of this Agreement, or of any or all of its rights, title, or interests therein, or its power to execute such agreement to any person, firm, or corporation without prior written authorization by the City.

D.2. Audit Provision

A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should be conducted and until the Council President has approved the conducting of the examination.

D.3. Bid / Surety Requirements

All bids that may require a bid security or surety in the form of a certified check, cashier's check or bid bond in the amount as prescribed in the bid documents must accompany the bid submission prior to the scheduled bid opening. Certified and cashier's checks will be deposited by the City and reimbursement checks will be issued once an award is made. Failure to submit the above information timely will be grounds for rejection of bid.

D.4. Cartage

No charge will be allowed for cartage or packages unless by special agreement.

D.5. Certificate of Insurance

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. The awarded vendor will be required to submit a copy of the insurance certificate within ten (10) days from date of receipt of award notice. Bid number should be listed on certificate.

D.6. COJ - Debarment List

In accordance with the Section 126.201 (1) (1) of the City's Procurement Code, the Chief of Procurement and all agencies are advised to cease doing business with disqualified suppliers as they appear on the Disqualified/Probationary Suppliers list located on the Supplier Portal.

D.7. Collusion

THE BIDDER, BY AFFIXING HIS SIGNATURE TO THIS PROPOSAL, AGREES TO THE FOLLOWING: "BIDDER CERTIFIES THAT THIS BID IS MADE WITHOUT ANY PREVIOUS UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME ITEMS, AND IS IN ALL RESPECTS FAIR, WITHOUT OUTSIDE CONTROL, COLLUSION, FRAUD OR OTHERWISE ILLEGAL ACTION."

D.8. Compliance with Specifications

The bidder, by affixing its signature to the bid form submitted, agrees to provide item(s)/service (s) in accordance with the bid documents provided. Bidder must bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bidder should bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

D.9. Data Required to be Submitted

Whenever the specifications indicate a product or a particular manufacturer, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as for the exact brand, model, or manufacturer specified, together with all accessories, qualities, tolerances, compositions, etc. enumerated in the detailed specifications.

If no particular brand, model or make is specified, and if no data is required to be submitted with this bid, the successful contractor, after award and before manufacturer or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge contractor is in compliance with if each requirement of the specifications.

D.10. Delivery

A packing list shall accompany all shipments, which shall indicate, at a minimum, the following: purchase order number, item number and description, date of shipment, quantity ordered and shipped, unit price, and unit of measure.

D.11. Deviations to Specifications

In addition to the requirements of paragraph five, all deviations from the specifications must be noted in detail by the bidder in writing at the time of the submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

D.12. Discounts

ALL DISCOUNTS OTHER THAN PROMPT PAYMENT TO BE INCLUDED IN BID PRICE. PROMPT PAYMENT DISCOUNTS OF LESS THAN THIRTY (30) DAYS WILL NOT BE CONSIDERED IN DETERMINING LOW BID.

D.13. Electronic Payments

Bidders/Suppliers are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to suppliers. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

D.14. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price will govern.

D.15. Escalation / De-escalation

All pricing submitted shall remain firm for the first year of the initial contract period. After the

first year of the contract term, a supplier may submit in writing a request for price escalation/de-escalation for the percentage of change as listed in the Consumer Price Index (CPI) and/or documentation notifying of an industry-wide increase. The City reserves the right to decline any price increase request.

D.16. Ethics Provision for Vendors / Suppliers

The Bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in Chapter 602, Ordinance Code and the provisions of the Purchasing code contained in Chapter 126, Ordinance Code and has read and will comply with the Mandatory Ethics Training for Suppliers located on the Procurement Website.

D.17. Extension

In addition to any renewal options contained herein, the City has the right to extend any award resulting from this Bid for the period of time necessary for the City to release, award, and implement a replacement agreement for the commodities and/or contractual services provided in this Bid. Such extension shall be based upon the same prices, terms, and conditions set forth in this Bid.

D.18. Favored Nation Clause

Based on similar size and quantity, it is understood that the Bidder is providing the City the same or better pricing than other governmental agencies. If during the term of this Agreement, the Bidder offers other governmental agencies better pricing for the same item, the Bidder agrees to offer the City the reduced price.

D.19. Force Majeure, Notice of Delay, and No Damages for Delay

Neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors, or agents). Supplier shall notify Buyer in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose if Supplier could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Supplier first had reason to believe that a delay could result. Based upon such notice, Buyer will give Supplier a reasonable extension of time to perform; provided, however, that Buyer may elect to terminate the Contract in whole or in part if Buyer determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to Buyer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. **THE FOREGOING SHALL CONSTITUTE SUPPLIER'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. No claim for damages, other than for an extension of time, shall be asserted against Buyer. Supplier shall not be entitled to an increase in the Contract price or payment of any kind from Buyer for direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

D.20. Guarantee

Contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by it for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design, installation, workmanship, or materials, upon ratification, the Contractor, at its expense, will repair or adjust the equipment or parts to correct the condition or replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

D.21. Invoicing

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include: purchase order number or contract number; item number and description; date of shipment; quantity ordered and shipped; unit prices; unit of measure; and, extended totals. Payment terms are net thirty (30) days. All original invoices shall be submitted to: City of Jacksonville, General Accounting Division, COJ1CloudInvoices@coj.net. The invoice email subject line MUST BE: inv_300000008806179. Invoices can also be submitted through the 1Cloud Supplier Portal.

D.22. Laws and Regulations

Applicable provisions of all federal, state, county, and local laws, and all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all Bids received in proposal hereto and shall govern any and all claims and disputes which may arise between the Bidders submitting a proposal hereto and the City by and through its officers, employees, and authorized representatives, or any other persons, natural or otherwise; lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

D.23. Legal Workforce

Owner shall consider the employment, by Supplier/Contractor, of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the Contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

Supplier/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Supplier/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida;

b. all persons, including subcontractors, assigned by the Supplier/Contractor to perform work pursuant to the Contract with the Owner.

D.24. Licenses Requirement

Bidders / Suppliers responding to a solicitation or by acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable local, state and federal licenses required by law.

D.25. Marketing / Advertising

By submitting or being awarded this Bid, Bidder agrees not to use the results as a part of any marketing and/or commercial advertising using the City's name, logos, etc. without the express written consent of the City.

D.26. Nondiscrimination Provisions

As required by Section 126.404, Ordinance Code, Contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of

investigation to ascertain compliance with the non-discrimination provisions of the Contract; provided however, that Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

D.27. Office of Inspector General

The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, Ordinance Code, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, suppliers, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, Ordinance Code.

D.28. Office of the Ombudsman

Failure to comply with the terms and conditions of a contract and/or failure to respond to the Notice of Non-Compliance may result in, but not be limited to, withholding of payment (s), breach of contract, cancellation of contract, filing against performance bonds(s) and disciplinary action, including contractor debarment, in accordance with Chapter 126. If a payment or performance dispute arises as to whether the contractor is in non-compliance, the complainant shall engage the Office of the Ombudsman to investigate the matter. During the period of any contest or dispute, the contractor shall otherwise continue to perform under the contract unless instructed otherwise.

D.29. "Or Equal" Interpretation

Even though a particular manufacturer's name or brand is specified, bids will be considered on other brands or on the products of other manufacturers unless noted otherwise. On all such bids, Bidder will clearly indicate the product (brand and model number) on which it is bidding, and will supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacture specified. All samples will be submitted in accordance with procedures outlined in the paragraph on **SAMPLES**. Catalog cuts and technical descriptive data will be attached to the original copy of the bid where applicable. Failure to submit the above information may be a sufficient ground for rejection of bid.

D.30. Performance Bond

When applicable, the successful bidder on this bid must furnish a performance bond as indicated in the specifications, made out to the City of Jacksonville, Florida, and prepared on an approved form as security for the faithful performance of its contract within ten (10) days of its notification that its bid has been accepted. The surety thereon must be a surety company authorized and licensed to transact business in the State of Florida. Attorneys in facts who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders, upon failure or refusal to furnish within ten (10) days after its notification the required performance bonds, will pay to the City of Jacksonville, as liquidated damages for such failure or refusal, an amount in cash equal to the security deposited with its bid.

D.31. Pickup and Returns

City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. City or its agencies will determine compliance with bid

specifications. Pick up and returns will be made within forty-eight (48) hours of notification at no charge to the City or its agencies.

D.32. Prices

All unit prices shall include freight, delivery, and handling charges to the delivery location as outlined in the bid documents.

D.33. Procurement Division as Agent

When the Procurement Division is acting as an agent for "other public activities" (defined as activities receiving financial support, in part from the City but not under the direct governing jurisdiction of the Consolidated Government), the name of such public activity will be substituted for the word "City" in the foregoing paragraphs Nos. 1 - 52.

D.34. Prohibition Against Considering Social

PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Pursuant to Section 287.05701, Florida Statutes, as amended, Contractor is hereby notified that the City in awarding contracts to vendors may not:

(1)Request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and

(2)Give preference to a vendor based on the vendor's social, political, or ideological interests.

D.35. Prompt Payment to Subcontractors and Suppliers

The following is required by Chapter 126, Part 6, Ordinance Code; provided however, if Supplier does not use JSEB subcontractors, as identified below, this section shall not apply:

a. Generally - When Supplier receives payment from city for labor, services, or materials furnished by subcontractors and suppliers hired by Supplier, Supplier shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after Supplier's receipt of payment from city. Nothing herein shall prohibit Supplier from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Supplier may withhold the disputed portion of any such payment only after Supplier has provided notice to City and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to City and said subcontractor or supplier within ten (10) calendar days after Supplier's receipt of payment from City. Supplier shall pay all undisputed amounts due within the time limits imposed by this section.

b. Jacksonville Small Business Enterprise (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6, Ordinance Code, Supplier shall pay all contracts awarded with certified JSEBs and MBEs as defined therein their pro-rata share of their earned portion of the progress payments made by City under the applicable contract within seven (7) business days of Supplier's receipt of payment from City (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Supplier, Supplier shall provide to City, with its requisition for payment, documentation that sufficiently demonstrates that Supplier has made proper payments to its certified JSEB or MBE from all prior payments that Supplier has received from City. Supplier shall not unreasonably

withhold payments to certified JSEB or MBE if such payments have been made to the Supplier. If Supplier withholds payment to its certified JSEBs or MBEs, which payment has been made by City to Supplier, Supplier shall return said payment to City. Supplier shall provide notice to City and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and be delivered to City and said subcontractor or supplier within five (5) calendar days after Supplier's receipt of payment from City. Supplier shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within seven (7) business days shall be a breach of contract, compensable by 1% of the outstanding invoice's being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.

c. Third-Party Liability – The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between City and any subcontractor, supplier, JSEB, MBE, or any third-party or create any city liability for Supplier's failure to make timely payments hereunder. However, Supplier's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to city. As a result of said breach, City, without waiving any other available remedy it may have against Supplier, may: (i) issue joint checks; and (ii) charge Supplier a 0.2% daily interest penalty or the penalties specified in Chapter 126, Ordinance Code for JSEBs or MBEs and in Chapter 218, Florida Statutes, for non-JSEB or non-MBE, whichever is greater.

D.36. Provision for Other Agencies

Each bidder agrees that when submitting its bid, it will make available to all City agencies and departments, bi-City agencies, and in-City fire departments, the bid it submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

D.37. Public Entity Crime Information

A person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not: submit a bid on a contract to provide any goods or services to a public entity; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of real property to a public entity; be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or transact business with any public entity for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

D.38. Public Records

In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

a. Keep and maintain public records required by City to perform the services; and

b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and

d. Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this

Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The requirements in this solicitation apply to a "Contractor" as defined in Section, 119.0701 Florida Statues. For the purposes of this solicitation "Supplier" is to be defined the same.

D.39. Purchases by Other Public Agencies / Piggyback

With the consent and agreement of the Bidder, purchases may be made under this solicitation and resulting contract by other governmental agencies, political subdivisions within the State of Florida, or any other public entity. Such purchases shall be governed by the same terms and conditions stated herein. Further, it is understood that each agency will issue its own purchase orders to the Bidder. This agreement in no way restricts or interferes with the right of any other public agency to rebid any or all of these items.

D.40. Question Cutoff

All questions regarding the bid documents, specifications, or pertaining to the Pre-Bid Conference MUST be submitted in writing by clicking on the "Message" tab located on the top right area of the solicitation. Answers to questions received timely will be issued by an addendum. Questions submitted after the cutoff date on the solicitation schedule may not get answered.

D.41. Quotations

No bidder will be allowed to offer more than one price on each item even though he or she may feel that he or she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. **IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE CHIEF OF THE PROCUREMENT DIVISION**.

D.42. Report of Unsatisfactory Products and / or Services

A Supplier Performance Report form will be utilized to document unsatisfactory performance during the term of this Bid. The report may become an important part of the Bidder's history. The report and process will assist the City in determining whether there is a continuing pattern of problems which may need to be addressed through termination of contract and/or suspension of the Supplier from future Bidding.

D.43. Reporting

City may request during the term of this Bid, reports, including but not limited to usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

D.44. Reservations

City reserves the right to reject any or all bids or any parts thereof and/or to waive information if such action is deemed to be in the best interests of the City.

City reserves the right to cancel any contract, if in its opinion, Contractor fails at any time to perform adequately the stipulations of this invitation to bid, and the general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to

willfully impose upon City materials or products or workmanship which is, in the opinion of City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of City to damages for the breach of any covenants of the contract by the Contractor. City also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned in the bid.

Should the contractor fail to comply with the conditions of this Contract or fail to complete the required work or furnish the required materials within the time stipulated in the Contract, City reserves the right to purchase on the open market or to complete the required work at the expense of Contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of this bid.

Should the Contractor fail to furnish any item or items, or to complete the required work included in this Contract, City reserves the right to withdraw such items or required work from the operation of this Contract without incurring further liabilities on the part of City thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OR MEANING OF ANY PART OF THIS SOLICITATION IT SHOULD CONTACT THE PROCUREMENT DIVISION IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING ITS BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

City reserves the right to terminate the Contract or Purchase Order at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents. If the Contract or Purchase Order is terminated for convenience as provided herein, City will be relieved of all further obligations other than payment for that amount of goods or services actually provided to the date of termination.

D.45. Right to Reject

City reserves the right to reject any or all bid(s), to waive minor irregularities and/or to accept the bid(s), which in its sole judgment best serves the interests of the City.

D.46. Samples

The samples submitted by bidders on items for which they have received an award may be retained by City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Samples on which bidders are unsuccessful must be removed as soon as possible after an award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples if not removed by the bidder within thirty (30) days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.

Bidders will make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples will be borne by the bidder.

All sample packages will be marked "Sample for the Procurement Division" and each sample will bear the name of the bidder, item number, bid number and will be clearly tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

D.47. Solicitation Silence Policy

City's Procurement Division has implemented a Solicitation Silence Policy that prohibits certain oral communication regarding a solicitation during the period the policy is in

effect. Written communications to the Chief of the Procurement Division or his or her staff are allowed at all times.

Prohibitions

a. Any oral communication regarding a particular solicitation is prohibited between a potential supplier, service provider, bidder, lobbyist, or consultant and City employees, staff, or hired consultant.

b. Exceptions to the Solicitation Silence Policy - Unless specifically provided in the applicable solicitation document, the Solicitation Silence Policy does not apply to the following:

1) communications regarding a particular solicitation between the Chief of the Procurement Division or his or her staff responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

2) communications between a potential supplier, service provider, bidder, consultant, or lobbyist and City employees responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures;

3) communications with the Office of General Counsel and his or her staff;

4) emergency procurement of goods and services pursuant to Chapter126.102(e), *Ordinance Code*;

5) oral communications at pre-bid conferences;

6) oral presentations before publicly noticed committee meetings;

7) contract negotiations during any duly noticed public meeting;

8) duly noticed site visits to determine competency of bidders during the period between bid opening and the issuance of the Chief of Procurement Division's written recommendation; and

9) communications in writing at any time to the Chief of Procurement Division or his or her staff unless specifically prohibited by the applicable solicitations document.

Commencement and Termination of the Solicitation Silence Period

c. The period of Solicitation Silence commences after the advertisement of the solicitation document. The period of Solicitation Silence terminates after the Chief of the Procurement Division issues a written recommendation to the corresponding awarding committee. If the awarding committee refers the Chief's recommendation back for further review, the Solicitation Silence period shall be reinstated until such time as the Chief issues a subsequent recommendation.

Written Communication during the Solicitation Silence Period

d. When the Solicitation Silence period is in effect, any communication shall be in writing unless one of the exceptions applies. Written communication may be in the form of letter, email, or facsimile.

If Not an Exception

e. If an oral inquiry calls for an answer or response that is not within the scope of the exception, Bidder should request that the question be presented in writing to the Chief of the Procurement Division or his or her staff for a response.

D.48. State Contract

City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for items/ services covered under this bid. City reserves the right to cancel such Contract in whole or in part for such items or services.

D.49. Submission of Bids

All Bid submissions must be transmitted electronically through 1Cloud Supplier Portal included with the bid notification. It is the sole responsibility of the Supplier to ensure that its Bid response is submitted through 1Cloud supplier portal no later than the time and date specified in the Bid or subsequent addenda.

a. Bidder is responsible for allowing adequate time to upload its submittal on 1Cloud before the electronic submission deadline. If technical difficulties arise during submission of the Bid response, it is the Bidder's responsibility to contact the Procurement Division representative at the phone number listed on the bid form. City shall not be responsible for delays caused in any occurrence.

b. Submittals hand delivered or, sent by mail, facsimile, electronic mail, telephone, or any other means not specified herein will not be accepted. Bidder or Proposer may be allowed to withdraw its bid or proposal at any time prior to opening. Bid submittals may not be withdrawn after the bid due date. Once the Bid response is submitted, a confirmation number will appear on the Supplier Portal.

c. Each Bid submittal must include the Bid Form with the signature in the space(s) provided of an officer or employee having authority to bind the Bidder. Only the terms and conditions of this Bid, as released by the Procurement Division or amended via addendum, are valid. Any modification to any term or condition by the Contractor is not binding unless it is expressly agreed to in writing by City.

D.50. Supplier Accessibility

City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

D.51. Supplier Representation

If this Agreement is for goods or services of $1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

a. Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;

b. Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;

c. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or

d. Has been engaged in business operations in Cuba or Syria.

D.52. Taxes

The City of Jacksonville is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No 85-8012621607C-8; and, (b) Manufacturer's Federal Excise Tax Registration No. 59-6000.344.

D.53. W-9 Requirement

All bidders are encouraged to submit with their bid submission a revised W-9 if any company information has changed within the last six (6) months. It is the supplier's responsibility to ensure that the City has a current W-9 on file and is listed in the 1Cloud system.

E. Addenda

E.1. Amendments / Addenda

All addenda will be listed here accordingly. Addenda are issued for clarification of information provided with the above titled project and will become part of the solicitation. If an addendum is issued after a Supplier has already submitted a response to the solicitation, the Supplier will be required to acknowledge the addendum to validate its response again. If this is not done, the submission will be withdrawn and cannot be considered. It is recommended that all suppliers check the system for any addenda they may have missed prior to the electronic submission deadline.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0963 **Meeting Date:** 12/17/2025

Department
County Manager

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation of the Fulton County Operational Report.

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

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

Commission Districts Affected

All Districts	☒
District 1	☐
District 2	☐
District 3	☐
District 4	☐
District 5	☐
District 6	☐

Is this a purchasing item?
No



Fulton County Operational Report

December 17, 2025

Board of Commissioners Meeting

AGENDA

Justice

- Justice System
- Jail Facilities

Focus Areas

- Animal Services
- Airport Fire Services

Finance and Purchasing

- ARPA Reporting
- Monthly Financials
- Emergency and County Manager Contracts

Justice System Update



FULTON COUNTY GOVERNMENT

Justice System Update

DECEMBER 17, 2025

AGENDA

01 JUSTICE SYSTEM SCORECARD

02 JAIL POPULATION UPDATE

03 DIVERSION CENTER UTILIZATION UPDATE

JUSTICE SYSTEM SCORECARD
MONTHLY UPDATE

MEASURE	GOAL	MAY 2023 BASELINE	OCTOBER 2025	NOVEMBER 2025	DELTA *(previous month vs. current month)*
Average Length of Stay	30 days	71 days	49 days	48 days	1 day decrease
Jail Population Unindicted without other charges	10%	34%	16%	16%	No Change
Clearance Rate for Felony Criminal Cases	100%	72%	82%	78%	4% decrease
Felony Cases Disposed within 180 Days	90%	25%	28%	37%	9% increase
Felony Cases Disposed within 365 Days	98%	63%	59%	63%	4% increase

Average length of stay calculated only after individuals have been booked out of the jail and does not include currently incarcerated inmates



FULTON COUNTY GOVERNMENT

Justice System Update

DECEMBER 17, 2025

AGENDA

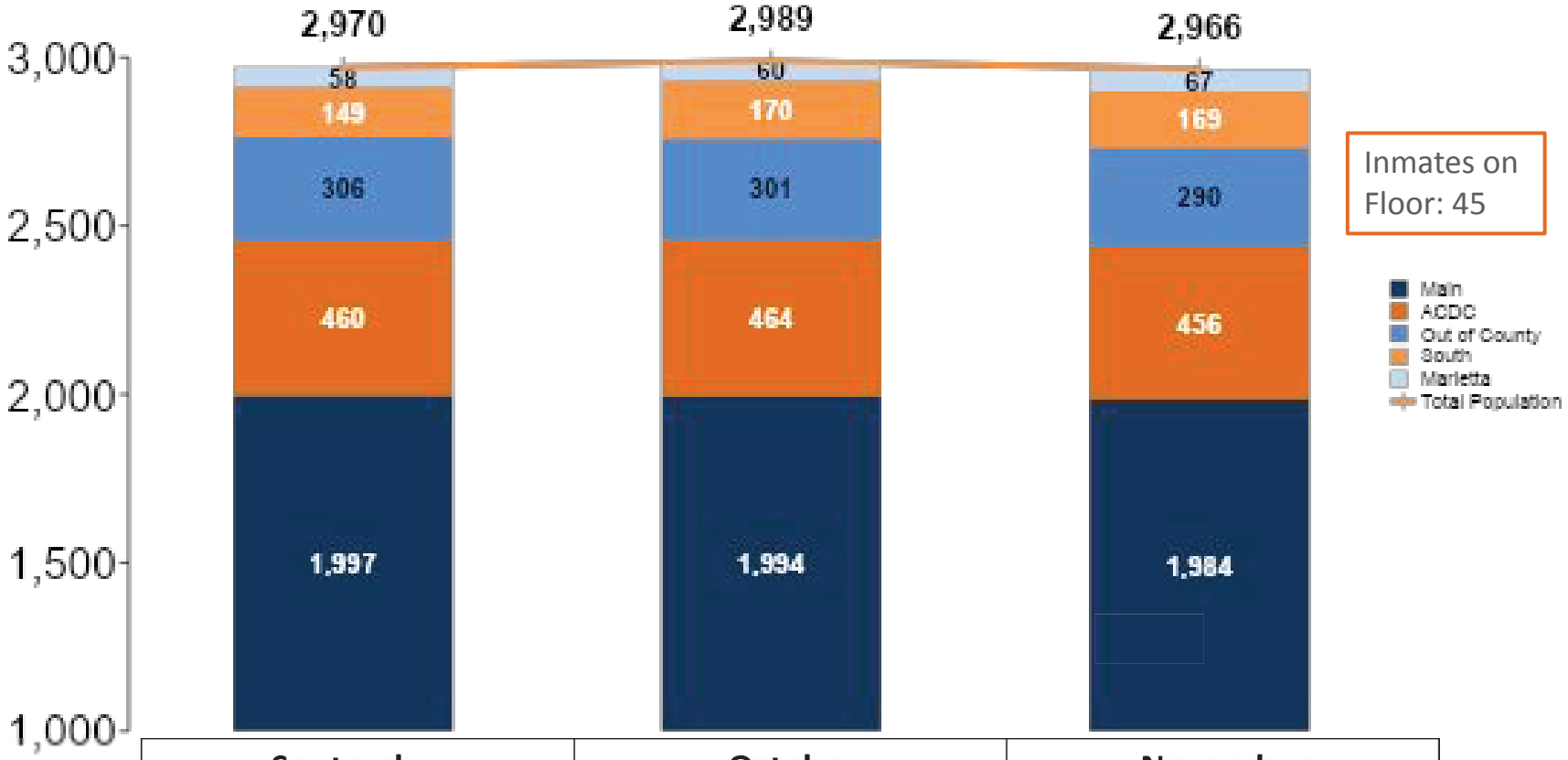
01 JUSTICE SYSTEM SCORECARD

02 JAIL POPULATION UPDATE

03 DIVERSION CENTER UTILIZATION UPDATE

AVERAGE MONTHLY POPULATION

2,921
as of 12/07/2025



	September	October	November
Book In	1877	1925	1746
Book Out	1874	1936	1804
Net	-3	11	58

AVERAGE MONTHLY JAIL POPULATION

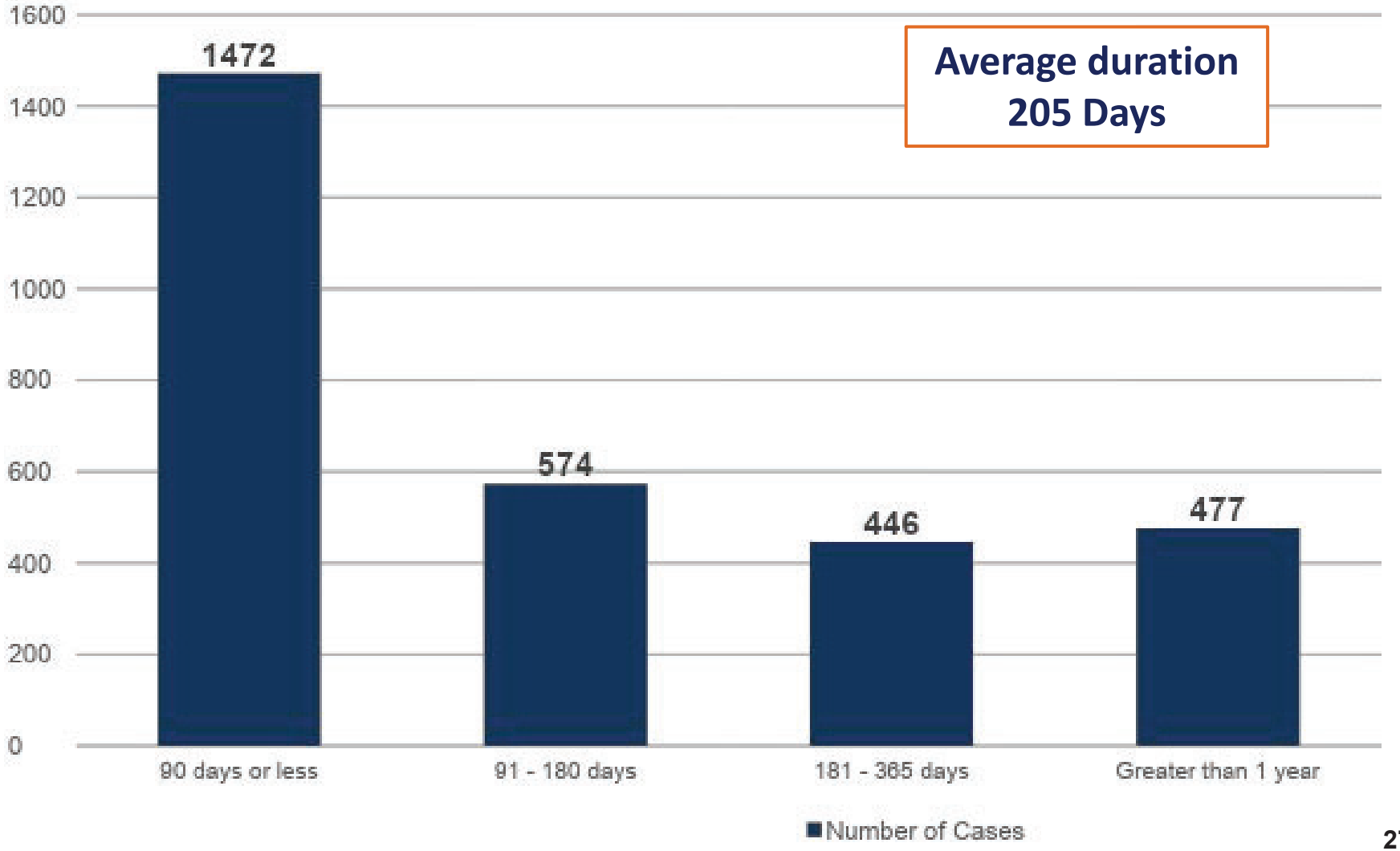
POPULATION BY FACILITY

Inmates on Floor: **45**

	SEPTEMBER	OCTOBER	NOVEMBER	12/07/2025
Main	1,997	1,994	1,984	1,960
ACDC	460	464	456	441
Out of County	306	301	290	290
South Annex	149	170	169	164
Marietta Annex	58	60	67	66
TOTAL	2,970	2,989	2,966	1,921

LENGTH OF STAY FOR CURRENTLY INCARCERATED

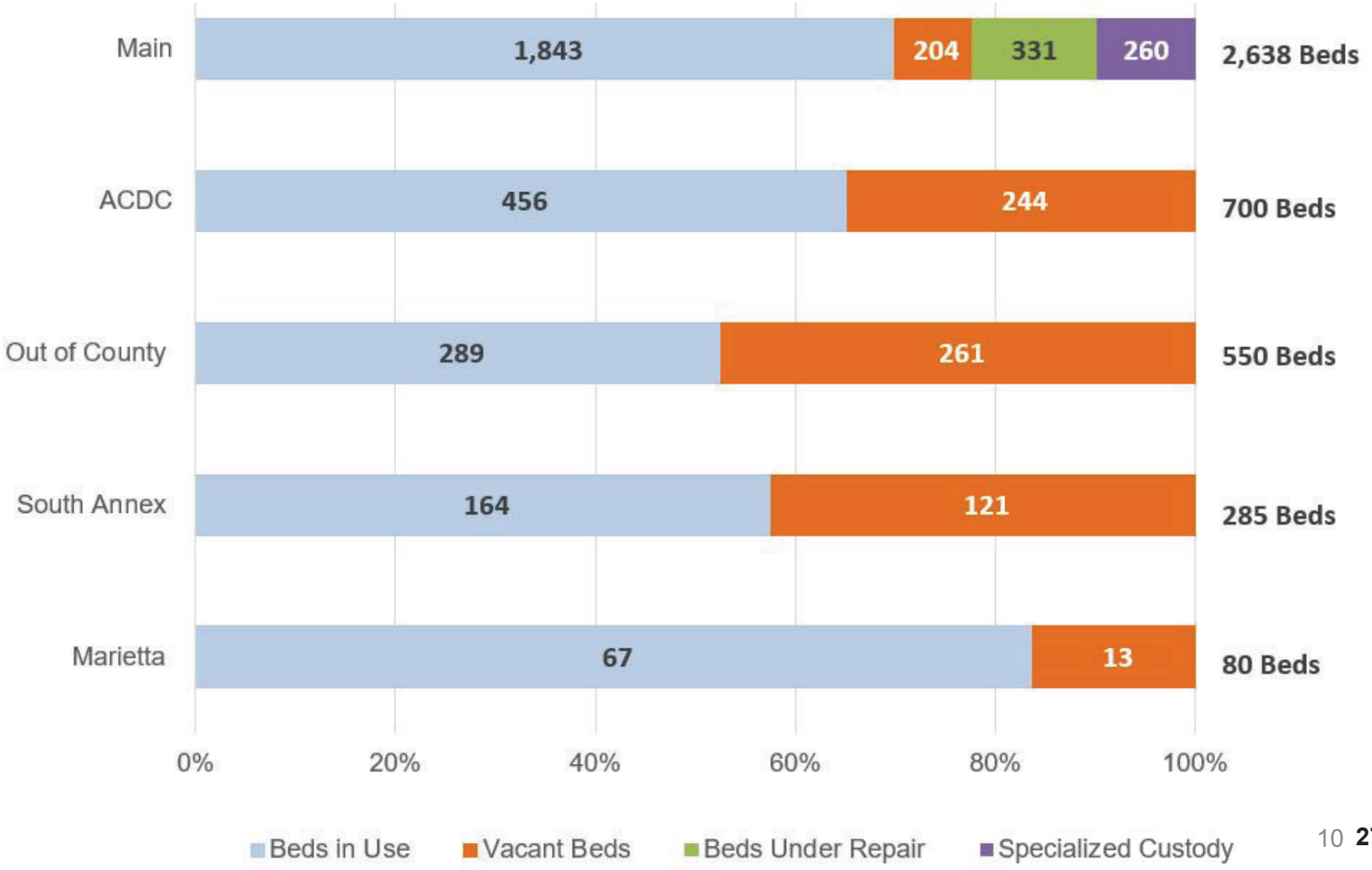
INMATES IN JAIL AS OF 12/2/2025



JAIL POPULATION
FACILITY UTILIZATION AS OF 12/08/2025

Specialized Custody: inmate classification, competency, discipline, protective custody

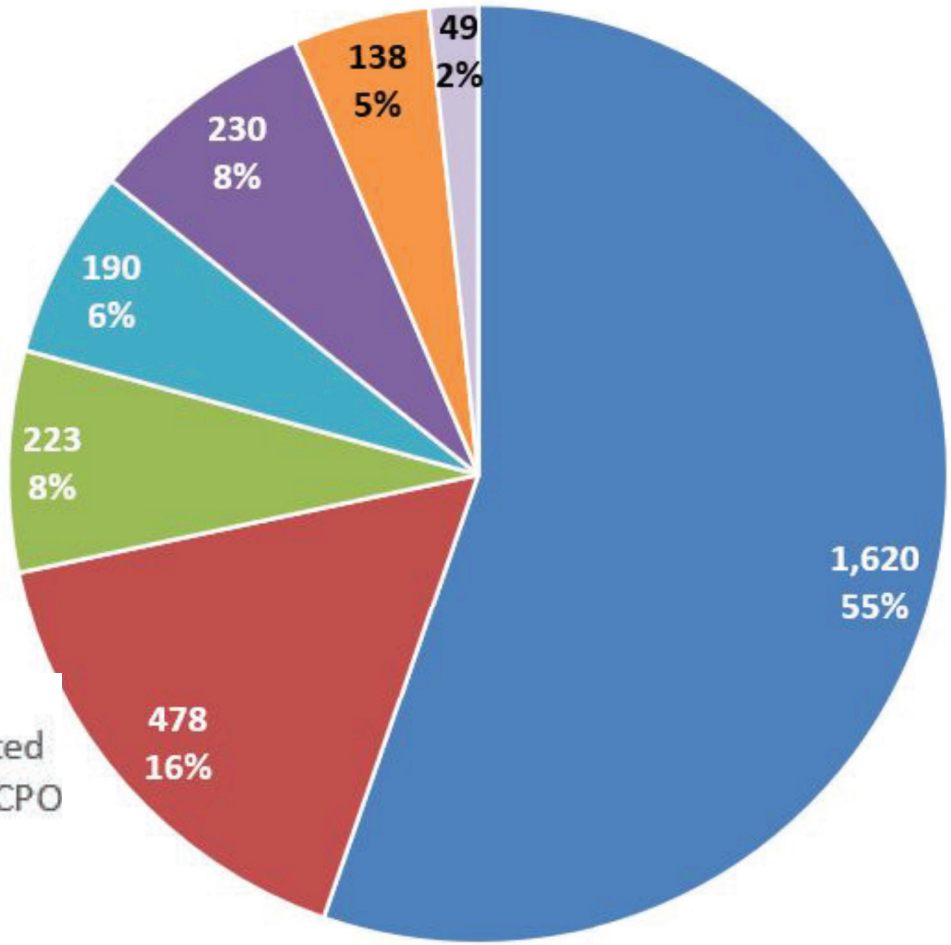
Inmates on Floor: 45



JAIL POPULATION

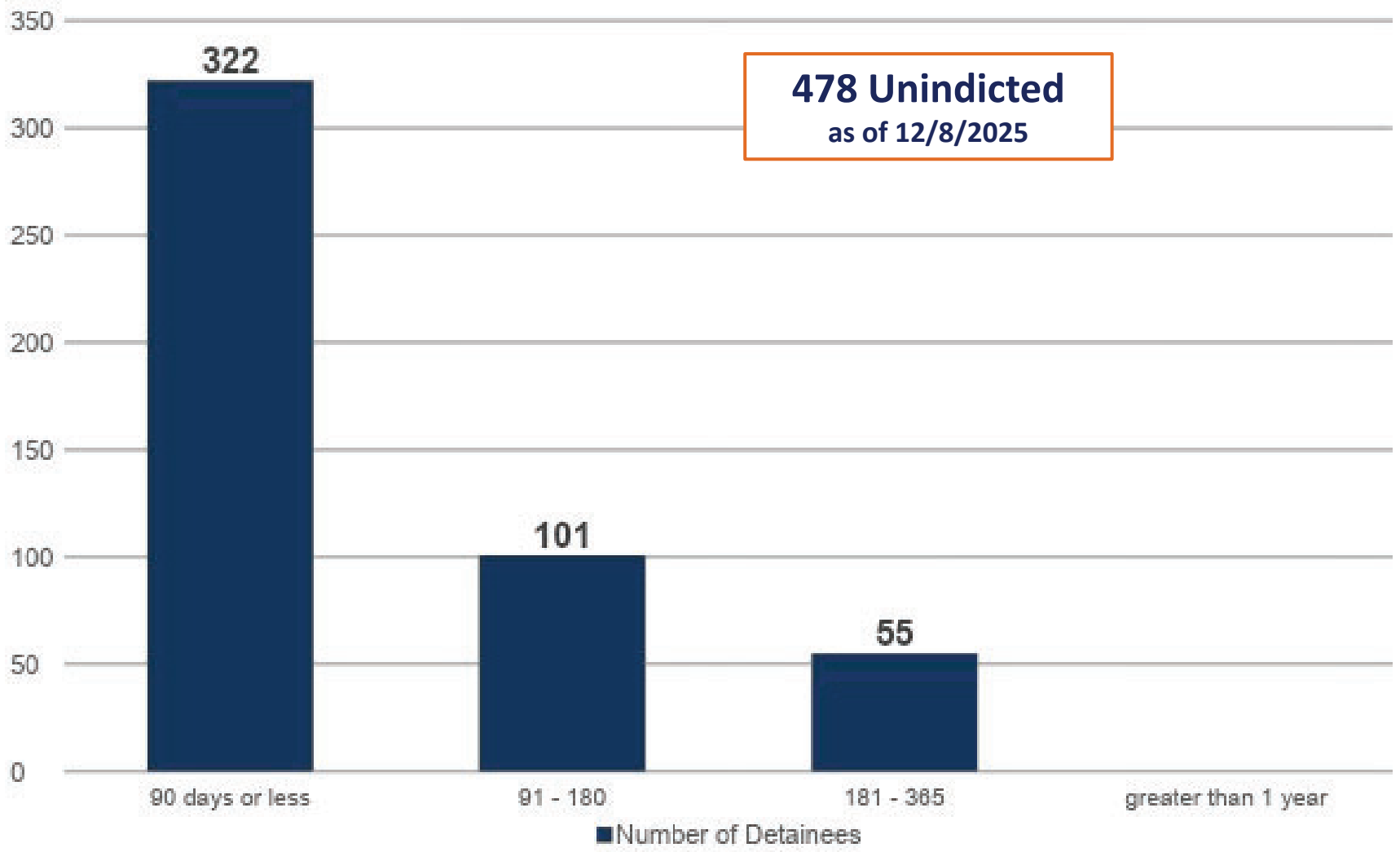
FULL INMATE ANALYSIS AS OF 12/8/2025

Status	Number of Inmates	
Unindicted	478	16%
Unaccused	49	2%
Indicted	1,620	55%
Accused	223	8%
Accused and Indicted	230	8%
Serving Sentence/CPO	138	5%
Other Hold Condition	190	6%
TOTAL	**2,928**	**100%**



UNINDICTED JAIL POPULATION

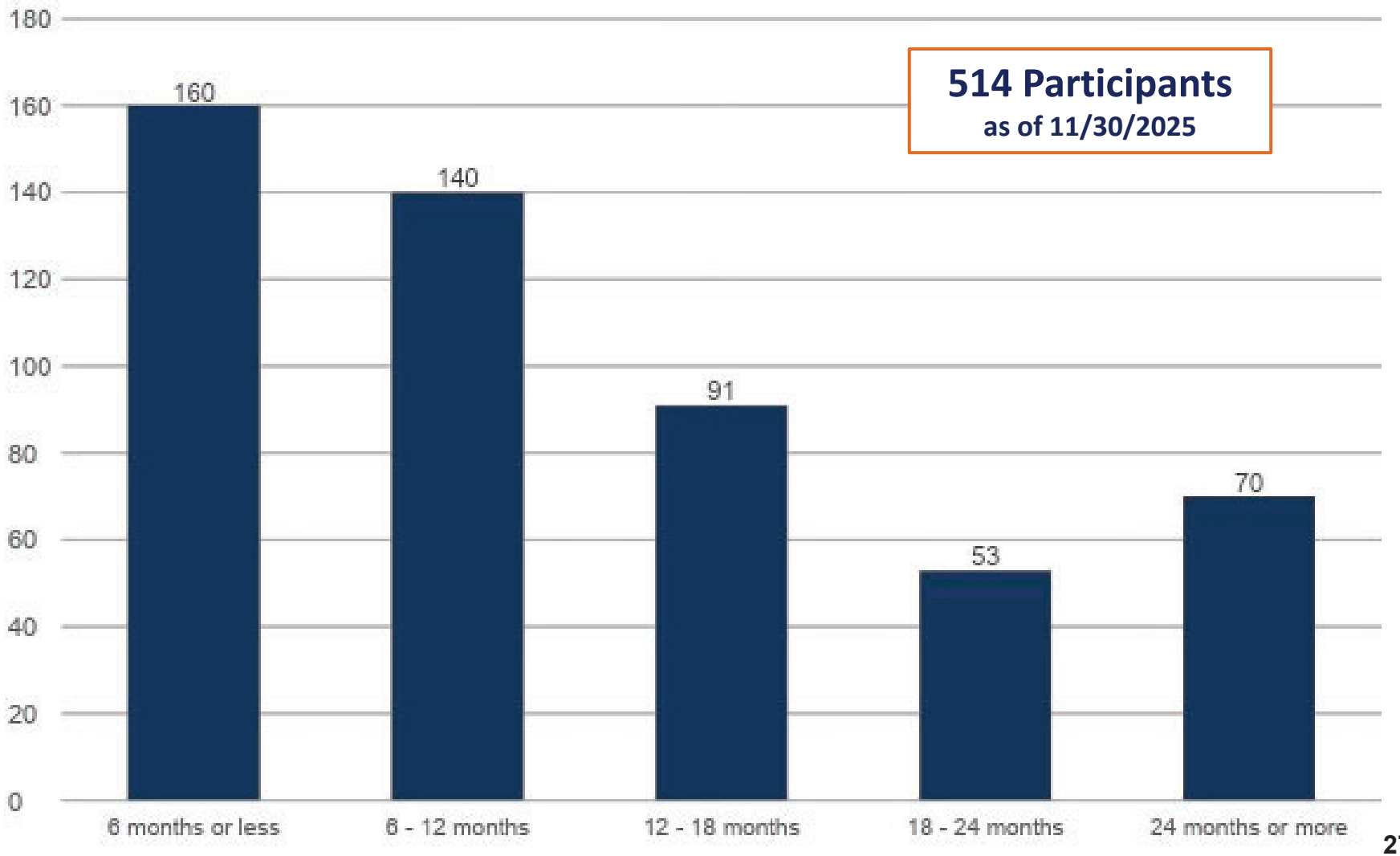
DAYS IN JAIL AS OF 12/8/2025



Excludes detainees with pending indicted cases and holds (Probation Violations, Failure to Appears and foreign and/or other agency holds)

ELECTRONIC MONITORING UPDATE

MONTHS ON MONITOR AS OF 11/30/2025



ELECTRONIC MONITORING UPDATE
6 MONTH ROLLING PARTICIPATION

	6 months or less	6 – 12 months	12 – 18 months	18 – 24 months	Greater than 24 months	TOTAL	% less than 1 year	% greater than 1 year
NOV 2025	160	140	91	53	70	**514**	58%	42%
OCT 2025	167	179	123	31	72	**572**	60%	40%
SEP 2025	181	204	143	38	76	**642**	60%	40%
AUG 2025	196	198	134	51	64	**643**	61%	39%
JUL 2025	224	194	118	66	66	**668**	63%	37%
JUN 2025	234	190	130	97	75	**726**	58%	42%



FULTON COUNTY GOVERNMENT

Justice System Update

DECEMBER 17, 2025

AGENDA

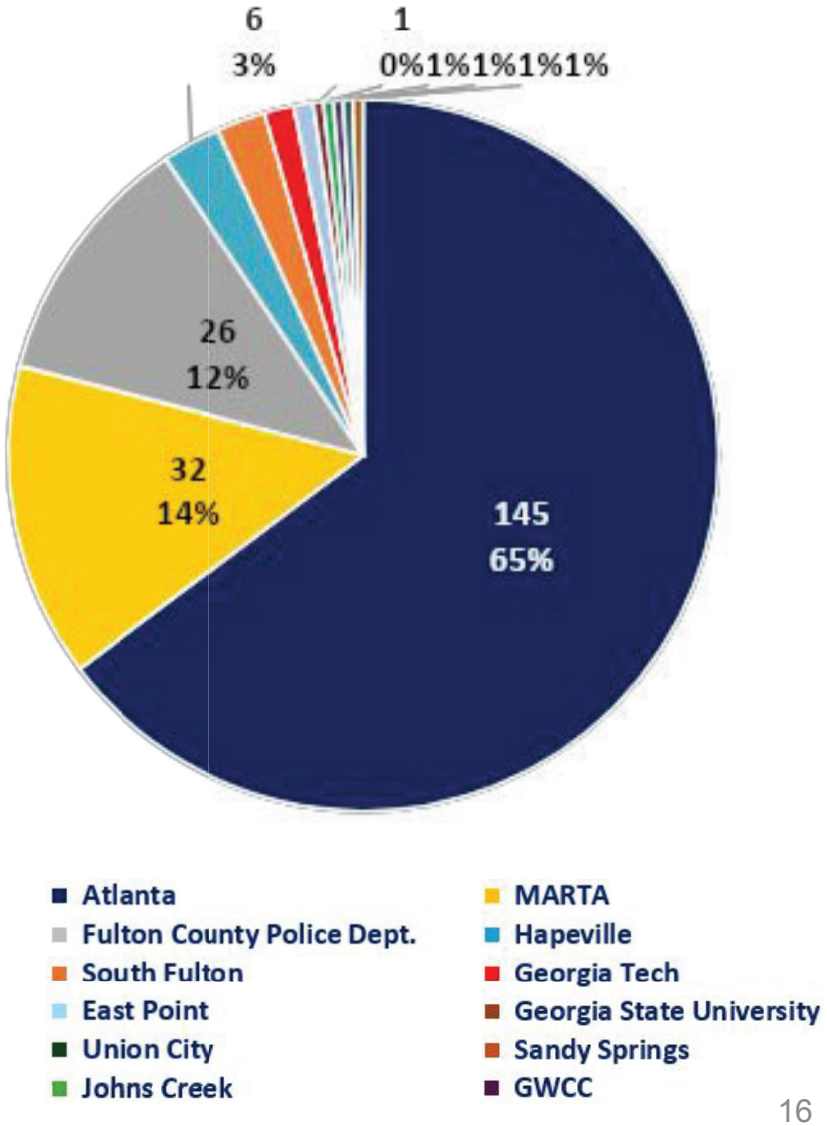
01 JUSTICE SYSTEM SCORECARD

02 JAIL POPULATION UPDATE

03 DIVERSION CENTER UTILIZATION UPDATE

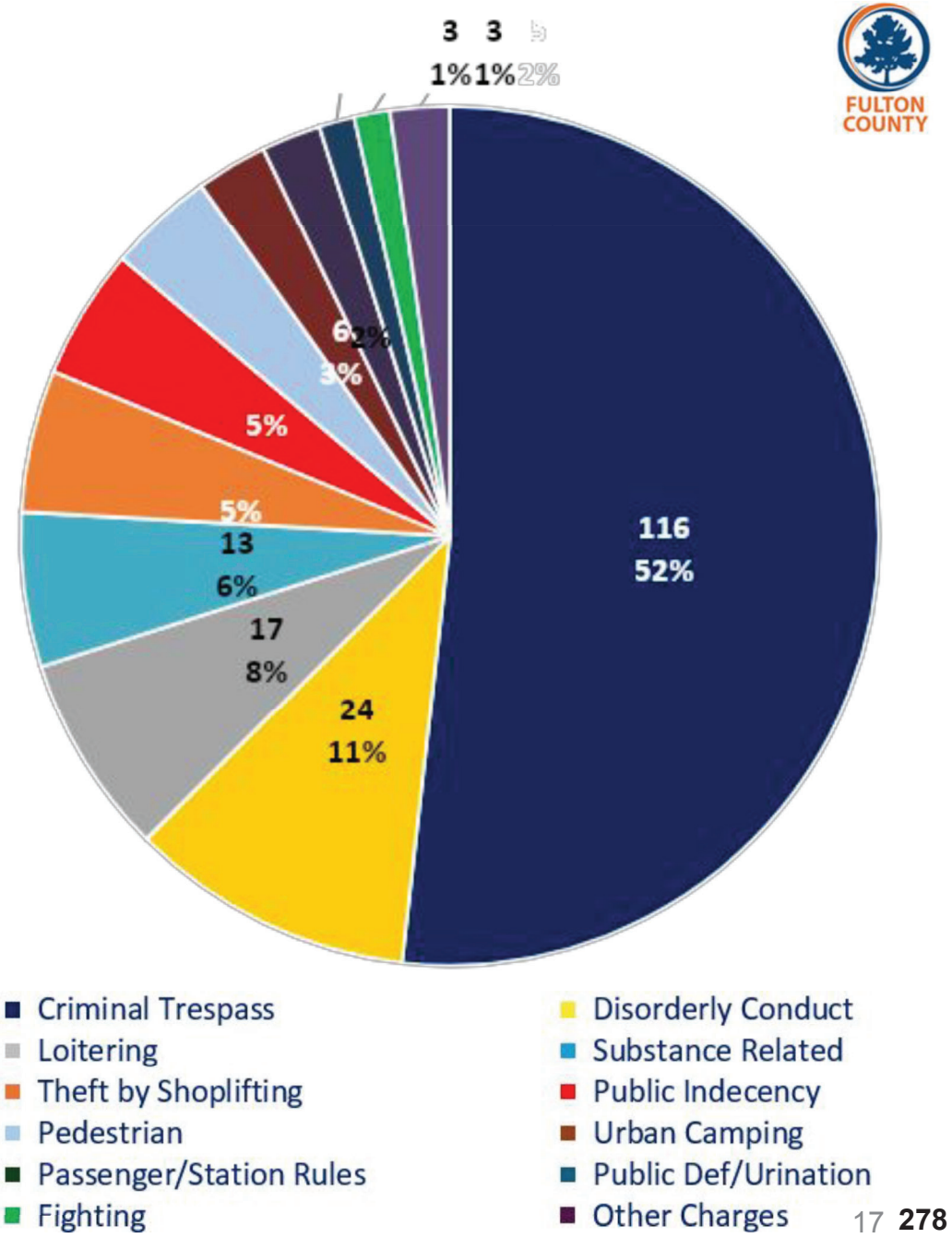
NOVEMBER DIVERSIONS
BY JURISDICTION AS OF 11/30/2025

Jurisdiction	Number of Diversions	
Atlanta	145	65%
MARTA	32	14%
Fulton County Police Dept.	26	12%
Hapeville	6	3%
South Fulton	5	2%
Georgia Tech	3	1%
East Point	2	1%
Georgia State University	1	1%
Union City	1	1%
Sandy Springs	1	1%
Johns Creek	1	1%
GWCC	1	1%
TOTAL	**224**	**100%**



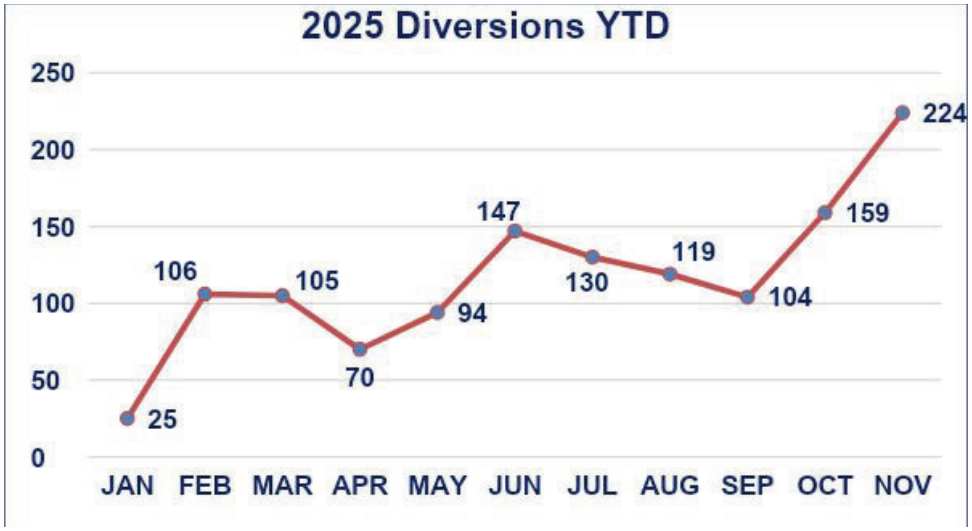
NOVEMBER DIVERSIONS
BY CHARGE AS OF 11/30/2025

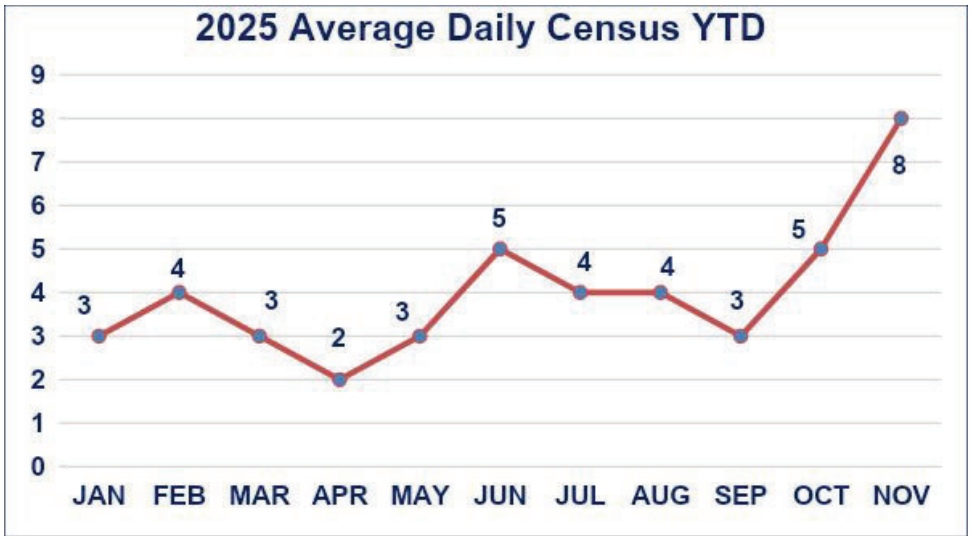
Charges	Number of Diversions	
Criminal Trespass	116	52%
Disorderly Conduct	24	11%
Loitering	17	8%
Substance Related	13	6%
Theft by Shoplifting	12	5%
Public Indecency	11	5%
Pedestrian	9	4%
Urban Camping	6	3%
Passenger/Station Rules	5	2%
Public Def/Urination	3	1%
Fighting	3	1%
Other Charges	5	2%
TOTAL	**224**	**100%**



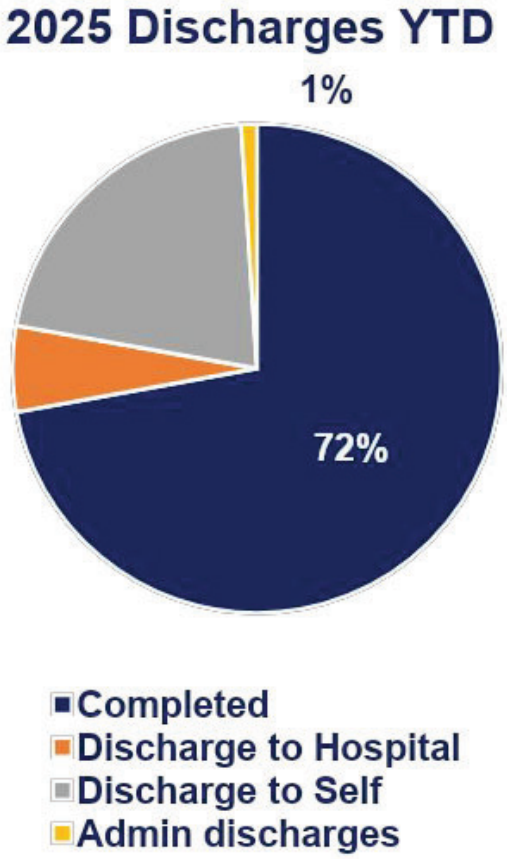
2025 DIVERSIONS

YTD DIVERSIONS AND DISCHARGES AS OF 11/30/2025





Total Diversion YTD
1,283

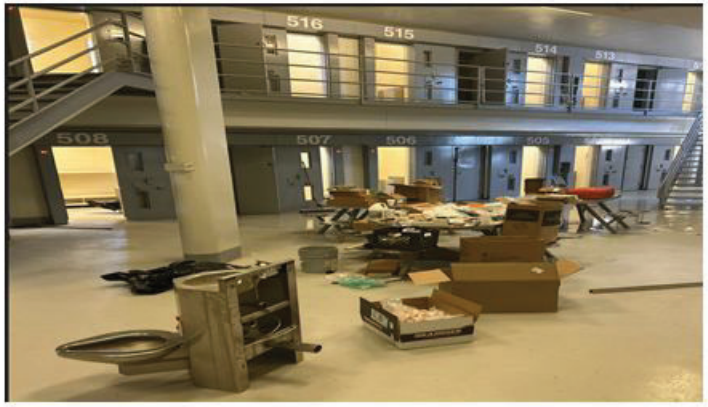


QUESTIONS

Jail Blitz Plan

Jail Maintenance Blitz







- **Overall Blitz Project Update**
  - 10 of 11 housing units completed = **91%**
  - 7 South completed on November 27, 2025
  - Current blitz areas: **3 South**
    - 3 South critical for housing residents requiring physical and behavioral health concerns.
- Phase 1 blitz completion: **January 2025**
- Phase 2 Blitz to begin in Q1 2026

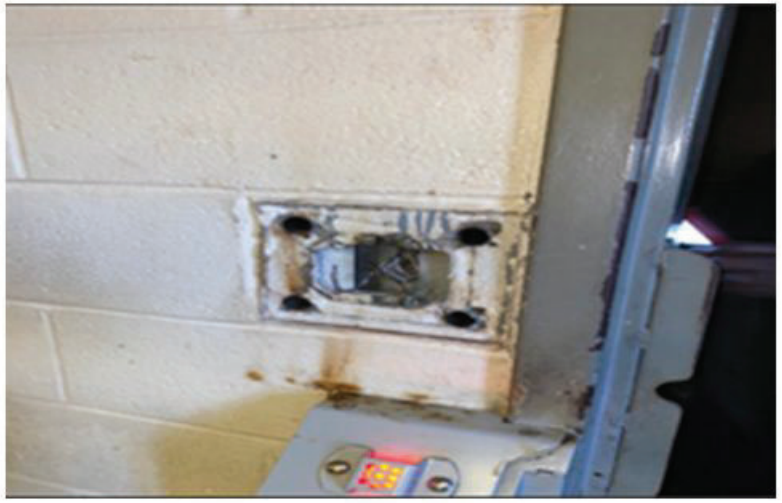
Jail Maintenance - Bed Availability

- Beds out of service due to active/scheduled repairs

Location	# of Beds
3 South (active blitz)	*204*
3 North	*2*
7 North	*3*
6 South	*69*
6 North	*53*
TOTAL	***331***

- 224 cells returned to service since last report



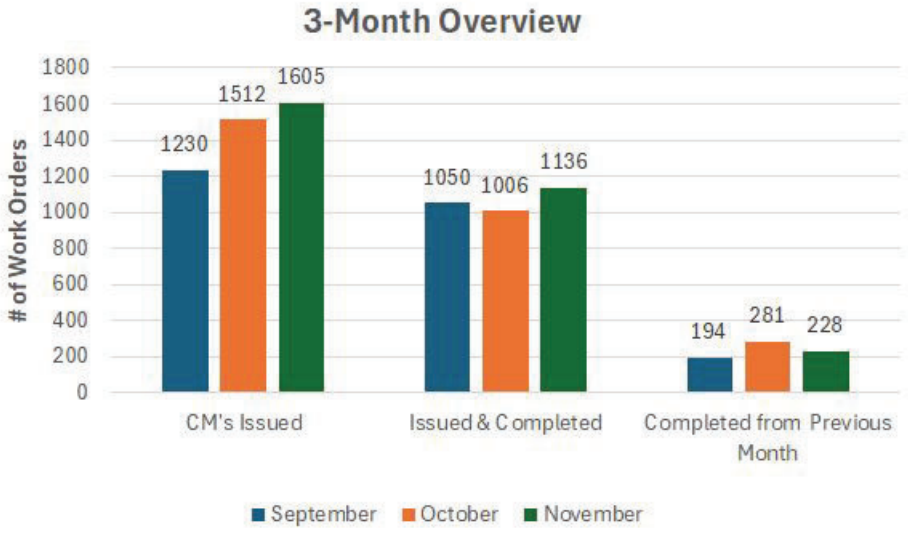


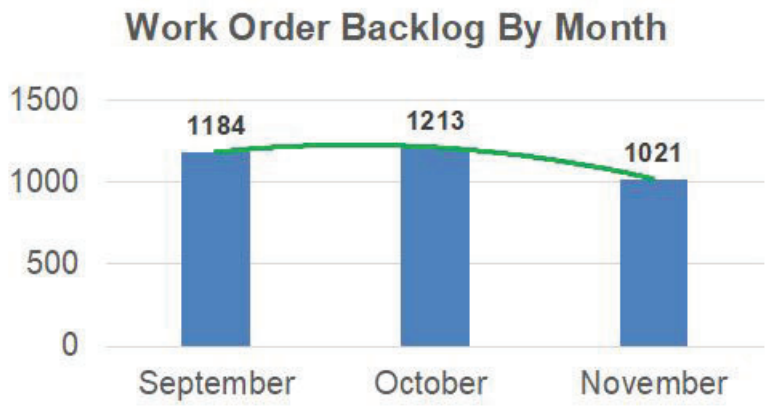
Jail Maintenance Performance

Thru 12/10/2025

- **Corrective Maintenance (Nov. 2025)**
  - **1,136** of **1,605** issued & completed: **71%**
  - **228 November** CM WO's completed in **Dec** = **85%**
- **Preventive Maintenance (Nov. 2025)**
  - **277** of **337** PM's scheduled & completed: **82%**
- **Total Open Work Orders = 1,021**
  - Upcoming blitz areas: **553**
  - Areas require units must be unoccupied







Immediate Repairs Update

- **BOC approved $3.2M for several critical repairs/upgrades**

DESCRIPTION	COST	STATUS
Fire Alarm Upgrade	$723,865	**Completed** 8/4/2025. Second phase to address field devices will began on 9/29/2025. Housing units 9 of 13 housing units completed with overall completion projected for Apri 2026.
Padded Cells @ South Annex	$260,000	**Completed** 1/17/2025.
Kitchen Equipment Replacement	$212,302	**Completed** 6/11/2025
Laundry Equipment Replacement	$346,657	Two (2) new washers ordered and will be installed by 12/21/2025.
Elevator Modernization	$1,652,000	Solicitation advertised. Bid closed on December 4th. Currently in evaluation.
TOTAL	**$3,194,824**	

QUESTIONS

Animal Services

Amendment and Renewal of Contract

- **Amendment Request:** Shift animal field services from Lifeline Animal Services to Fulton County Police Department (FCPD), with updated compensation.
- **Renewal Request:** Approve amendment and renewal with updated KPI's
- **Shared Cost:** Contract expenses are jointly covered by 15 municipalities and unincorporated Fulton County.
- **Expected Benefits:** Improved public safety, enhanced service delivery, and stronger management through Fulton County Polioce Department (FCPD)





FULTON COUNTY

Contract Compensation

Option Year	Start Date	End Date	FY2025 Amount Not to Exceed	FY2026 Amount Not to Exceed	Difference
1	January 1, 2026	December 31, 2026	$ 9,352,400	$7,440,000	$1,912,400
2	January 1, 2027	December 31, 2027	$ 9,632,972	$7,663,200	$1,969,772
3	January 1, 2028	December 31, 2028	$ 9,921,961	$7,893,096	$2,028,865
4	January 1, 2029	December 31, 2029	$10,219,620	$8,129,888	$2,089,732

- **Lifeline will continue to receive at least a 3% increase in its compensation each year for 2027, 2028 and 2029**
- **The difference in funding is going to be added to the current Fulton County Police Department to operated field service**

FULTON COUNTY

Contract Scope of Work & Key Performance Indicators

- Accept only animals owned or found within Fulton County.
- Follow agreed-upon shelter capacity limits.
- Spay/neuter all adopted animals unless medically exempt.
- Respond to facility-related requests within 24 hours (90% of cases); immediate response for life safety issues.
- Prevent disease outbreaks per Georgia Department of Agriculture regulations.
- Submit facility repair requests through County's designated system; staff to receive training
- Host 6 annual adoption events (one per Commissioner District), coordinated by External Affairs or Commissioner staff
- Walk animals only in designated outdoor areas.
- Maintain cleanliness of walkways and grounds between parking lot and intake entrance during business hours.

FULTON COUNTY

Contract Scope of Work & Key Performance Indicators

- Report all bites to County staff immediately
- Staffing Levels: Maintain at least 90% of shelter staffing; County may review if below target for 90+ days.
- Facility Requests: Respond within 24 hours to 90% of requests; immediate response required for life safety issues.
- Save Rate: Maintain a minimum 85% average save rate.
- Staff Training: Ensure 100% of staff are trained on protocols within 90 days of hire
- Facility Damage: Report staff/volunteer-related damage within 48 hours (95% compliance); repair costs may be withheld.
- Data Accuracy: Ensure 90% accuracy in reporting systems; finalize monthly data by the 5th business day of the following month.

FULTON COUNTY

Transfer of Animal Services

- **On December 17th Field Services will be transferred from Lifeline to the Fulton County Police Department**
- **Your contact will be:**



Captain Nicole Dwyer
Animal Services Division
Fulton County Police Department
3977 Aviation Circle NW
Atlanta, GA 30336
(Office) 404-613-9009
(Cell) 470-312-3090
Nicole.Dwyer@fultoncountyga.gov

- **Expected Improvements:**
  - Field Services staff will be Fulton County employees and hiring has begun
  - Improvement in response times on calls for service
  - Improve handling of evidence and case files to help improve processing of cases
  - Increase communications with the cites and access to call data

FULTON COUNTY

Field Services Pages for the Cities

Animal Services: Field Services Calls

Alpharetta	Atlanta	Chattahoochee Hills	College Park	East Point	Fairburn
Hapeville	Johns Creek	Milton	Mountain Park	Palmetto	Roswell
Sandy Springs	South Fulton	Union City			

Total Number of Calls this Year

Measuring

17K
calls

1/1/25 to today

Total Number of Calls in the Last Quarter

Measuring

4,718
calls

7/1/25 - 9/30/25

Total Number of Calls in the Last Month

Measuring

1,365
calls

11/1/25 - 11/30/25

Monthly Animal Services Calls Trends

Last 12 Months



FULTON COUNTY

Shelter Population (as of 12/10/25)

- **Total animal population higher than predicted in facility study**
  - **The original study projected an animal population of about 476 animals**
  - **Current trends are giving us an average population of about 546 animals in the facility**
  - **54% of our animals are in Foster Homes**



FULTON COUNTY

Animal Intake and Adoption Trends -Monthly

- **We are seeing an increasing trend on the intake of animals from 2024 through today.**
- **These numbers are higher than the figures projected in the design plans for the animal shelter**
- **We have a 41% increase on intakes over the past 24 months; and we are estimated to be around 11K by the end of the year.**
- **Average monthly number of adoptions have increase from 162 in November 2023 to 504 in November 2025; or an increase of 211% increase**

FULTON COUNTY

Court Case Resolutions

- **Meetings held with State Court, Magistrate Court, County Attorney, FCPD, and Lifeline.**
- **Magistrate Court is willing to hear Motions of Disposition of Evidence prior to trial if proper notice is given by Animal Service Officers.**
- **County Attorney has agreed to draft proper language for notices for Animal Service Officers and to look at County Ordinance updates**
- **Discussed various options with State Court including establishing an accountability court; use of judicial officers; and establishing specific animal-related calendars.**
- **Solicitor General has requested three additional positions for Environmental Court** *(There are currently 514 animal cases in the pipeline)*
  - **Recommendation would be to fund 2 additional positions**

FULTON COUNTY

QUESTIONS

Fulton County Fire Department Operational Update

Fulton County Airport Fire Services

- **Organization Requirements**
- **The Georgia Firefighter Standards and Training Council (GFSTC) has tentatively accepted the County's Concept of Operations and approved the proposed organizational structure.**

- **The following items have been entered into the 12/17 BOC Meeting Agenda:**
  - Resolution establishing the Fulton County Airport Fire Services, required to proceed with GFSTC's Certificate of Compliance application.
  - Revised Intergovernmental Agreement (IGA) between Fulton County and the City of South Fulton Fire Department, with an effective date of January 2026

FULTON COUNTY

Fulton County Airport Fire Services

Apparatus, Equipment, and Vendor Engagement

- The County recently took possession of three new staff vehicles. Next step will
- be to get them upfitted for service.

Staffing and Job Classification Progress

- All revised and proposed job descriptions have been submitted to Human Resources for review and alignment.
  - Positions include Battalion Chief, Logistics/Training Officer (Captain), and Lieutenants.
  - Once approved, the hiring process will begin, with onboarding targeted for late spring (tentative dates TBD).

FULTON COUNTY

Fulton County Airport Fire Services

Fire Station Renovation Project:

- The renovation project continues to progress positively despite a 50-day delay resulting from a water issue discovered during early construction.

- The current projected completion window is late May to early June 2026 with proposed station opening in August/September 2026.

FULTON COUNTY

QUESTIONS

Finance and Purchasing

COVID 19 Reserve & ARPA Spend Update

ARPA Reporting

Fulton County Government
American Rescue Plan Report as of 12/11/2025

Project/Initiative	Budget Amount	Approved by the BOC	Contracted (Y/N)	Encumbrance	Expenditure	Difference	Comment	Active or Closed
Behavioral Health Crisis Center	16.1	Yes	Yes	0.0	16.07	-	Remaining purchase orders of $38.2k	Active
Developmental Disabilities Training Center	5.3	Yes	Yes	0.0	5.25	-	In progress	Active
Infrastructure Modernization (141 Pryor)	31.6	Yes	Yes	11.1	20.49	-	In progress	Active
Court Backlog Project - ORCA	79.3	Yes	Yes	0.0	79.24	(0.0)	Remaining purchase orders for services performed through 12/31/24 for Superior Court	Closed
Fulton Fresh 2025 and 2026	0.4	Yes	Yes	0.4	-	-	Project encumbered.	Active
Living Assistance	0.5	Yes	Yes	0.5	-	-	Project encumbered.	Active
Tiny Homes	1.5	Yes	Yes	-	1.50	-	In progress	Active
IT Virtual Support -Cloud Based ERP	9.7	Yes	Yes	4.4	5.27	-	In progress	Active
IT Virtual Support - Cybersecurity Betterment	1.7	Yes	Yes	-	1.73	-	In progress	Active

FULTON COUNTY

Financial/Performance Measures Update

Monthly Financial Report

General Fund Expenditure Analysis 2024 vs 2025 -November

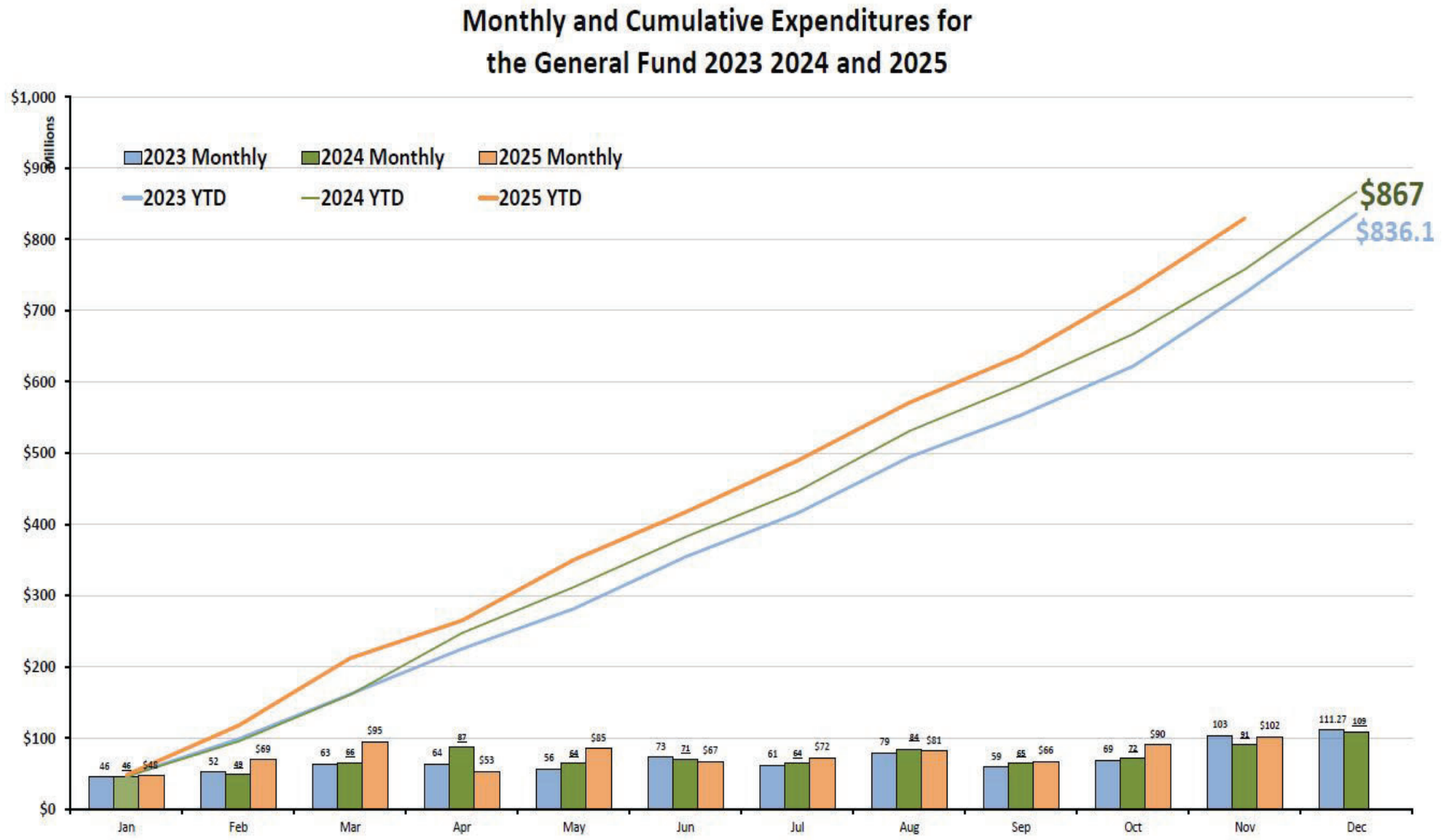
		2024			2025			
		A	B	A/B	C	D	C/D	(C/D)-(A/B)
Department		YTD 2024 Exp	2024 -Budget	%	YTD 2025 Exp	2025 Budget	%	% Change
Arts & Culture	181	$ 7,020,671	$ 7,831,578	90%	$ 5,240,606	$ 7,890,729	66%	-23%
Behavioral Health	755	$ 11,652,013	$ 18,607,401	63%	$ 18,379,373	$ 21,355,052	86%	23%
Board of Health	750	$ 10,002,602	$ 11,150,587	90%	$ 9,044,653	$ 11,050,000	82%	-8%
Child Attorney	237	$ 3,529,419	$ 3,907,114	90%	$ 3,614,045	$ 4,047,086	89%	-1%
Commission Districts	101	3,378,847	4,429,761	76%	$ 4,114,549	$ 5,137,749	80%	4%
Community Development	121	10,156,956	11,465,880	89%	$ 9,172,347	$ 10,464,145	88%	-1%
County Attorney	235	4,647,495	5,069,994	92%	$ 5,121,501	$ 5,587,092	92%	0%
County Comm Clerk	110	1,228,233	1,410,664	87%	$ 1,226,982	$ 1,398,473	88%	1%
County Manager	118	3,214,265	4,058,114	79%	$ 3,583,471	$ 4,314,184	83%	4%
County Marshal	419	6,610,684	7,769,055	85%	$ 7,509,002	$ 8,280,058	91%	6%
District Attorney	480	32,413,858	37,046,261	87%	$ 34,457,656	$ 40,320,411	85%	-2%
Diversity and Civil Rights	186	1,293,417	1,677,587	77%	$ 1,347,091	$ 1,695,603	79%	2%
DREAM	520	36,043,693	41,474,580	87%	$ 42,129,074	$ 45,649,766	92%	5%
Economic Development	120	1,211,800	1,410,872	86%	$ 1,391,019	$ 1,524,606	91%	5%
Emergency Management	335	1,174,542	1,561,655	75%	$ 1,892,520	$ 2,140,674	88%	13%
Emergency Services	333	3,038,115	3,418,235	89%	$ 3,202,315	$ 3,513,911	91%	2%
External Affairs	130	2,400,141	2,821,515	85%	$ 2,681,130	$ 3,036,962	88%	3%
Family & Children's Services	620	1,484,787	1,684,840	88%	$ 1,411,728	$ 1,684,840	84%	-4%
Finance	210	5,958,108	7,916,858	75%	$ 6,375,898	$ 8,383,491	76%	1%
Grady Hospital	730	46,173,986	50,601,313	91%	$ 47,284,518	$ 51,535,540	92%	1%
HIV Elimination	270	109,086	140,909	77%	$ 119,007	$ 179,910	66%	-11%
Human Resources	215	5,151,719	6,340,229	81%	$ 5,216,725	$ 6,270,385	83%	2%
Information Technology	220	32,211,163	38,309,838	84%	$ 39,055,050	$ 44,314,454	88%	4%
Juvenile Court	405	15,139,000	16,904,608	90%	$ 17,275,590	$ 18,850,477	92%	2%
Library	650	26,108,599	30,554,505	85%	$ 28,630,598	$ 31,557,685	91%	5%
Magistrate Court	422	4,126,480	4,824,167	86%	$ 4,463,390	$ 5,445,698	82%	-4%
Medical Examiner	340	5,608,647	6,608,673	85%	$ 6,097,826	$ 6,897,101	88%	4%
Non-Agency	999	134,658,930	228,773,167	59%	$ 165,650,209	$ 240,066,447	69%	10%
Office of the County Auditor	119	1,285,933	1,453,528	88%	$ 1,376,762	$ 1,633,708	84%	-4%
Police	320	10,868,525	12,975,507	84%	$ 12,968,466	$ 14,275,154	91%	7%
Probate Court	410	5,060,844	5,814,691	87%	$ 5,675,182	$ 6,531,603	87%	0%
Public Defender	490	24,678,883	26,837,287	92%	$ 25,886,759	$ 28,001,576	92%	0%
Public Works	540	458,333	500,000	92%	$ 458,333	$ 500,000	92%	0%
Purchasing	230	3,878,958	4,871,926	80%	$ 4,438,942	$ 5,257,453	84%	5%
Regis & Elect	265	25,637,720	39,181,842	65%	$ 15,627,449	$ 22,408,078	70%	4%
Senior Services	183	22,484,203	28,408,575	79%	$ 25,151,389	$ 30,286,934	83%	4%
Sheriff	330	137,114,921	147,964,724	93%	$ 143,239,556	$ 154,336,661	93%	0%
State Court-All Judges	421	5,954,652	6,900,659	86%	$ 6,367,824	$ 7,181,411	89%	2%
State Court-General	420	7,876,828	8,969,732	88%	$ 8,016,465	$ 8,981,702	89%	1%
State Court-Solicitor	400	11,257,529	13,040,495	86%	$ 12,064,795	$ 13,309,975	91%	4%
Superior Court-All judges	451	9,110,826	9,824,079	93%	$ 9,518,281	$ 10,495,477	91%	-2%
Superior Court-Clerk	470	20,542,654	23,373,956	88%	$ 21,519,822	$ 23,670,563	91%	3%
Superior Court-General	450	22,026,469	25,026,337	88%	$ 24,298,812	$ 27,055,258	90%	2%
Tax Assessor	240	16,947,686	21,943,164	77%	$ 19,085,578	$ 23,022,579	83%	6%
Tax Commissioner	245	17,095,591	19,253,694	89%	$ 18,234,991	$ 20,232,324	90%	1%
Grand Total		$ 758,027,808	$ 954,110,157	79%	$ 829,617,278	$ 989,772,985	84%	4.4%

C/D Color Legend

92% of the Year (Oct)

FULTON COUNTY

Monthly Financial Report



Monthly Financial Report

General Fund Summary

Personnel Vacancy Analysis 2025 -November- Full Time Permanent Positions

			Personnel Count and Vacancies / Full Time Permanent													
			2025													
Department	FY25 YTD Expense	FY25 Budget	Perm. Pos.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Avg. Vac.TD
Commission Districts	3,796,230	4,516,307	28	8	3	3	3	4	4	5	5	5	5	5		18%
County Comm Clerk	981,641	1,079,474	8	1	0	0	0	0	0	0	0	0	0	0		0%
County Manager	3,446,734	3,752,778	21	0	0	0	0	0	1	0	0	1	1	1		5%
County Auditor	1,255,142	1,493,641	9	0	0	1	1	1	2	3	3	2	2	1		11%
Community Development	2,747,171	3,000,729	24	4	1	1	1	1	1	0	0	2	2	2		8%
External Affairs	1,990,798	2,250,124	18	2	3	3	3	3	2	1	1	1	1	0		0%
Arts & Culture	2,873,820	3,141,700	29	1	1	0	0	0	0	0	0	0	0	0		0%
Senior Services	9,151,244	10,342,400	112	8	5	4	5	5	3	3	3	6	7	4		4%
Diversity and Civil Rights	1,189,159	1,402,516	13	1	3	3	3	3	3	1	1	0	0	0		0%
Finance	6,025,970	7,183,605	62	5	5	6	7	9	8	8	8	9	10	9		15%
Human Resources	4,588,315	5,148,778	43	3	3	4	4	4	4	3	3	3	3	3		7%
IT	15,151,343	17,350,616	121	21	22	22	21	21	22	11	11	14	15	16		13%
Purchasing	3,974,755	4,428,871	37	3	4	4	3	2	2	2	2	2	2	3		8%
Child Attorney	3,508,915	3,870,135	23	1	1	1	1	0	0	1	1	2	2	2		9%
Tax Assessor	15,223,977	17,467,099	190	15	20	18	19	19	20	22	22	19	20	19		10%
Tax Commissioner	15,300,692	16,625,846	190	6	4	5	6	9	12	13	13	3	2	3		2%
Regis & Elect	5,065,904	5,934,794	41	5	3	4	2	2	1	3	3	5	4	3		7%
HIV Elimination	117,891	171,910	1	0	0	0	0	0	0	0	0	1	1	1		100%
Police	6,616,270	7,156,940	67	7	7	6	5	6	5	5	5	6	4	6		9%
Sheriff	87,852,428	94,074,351	948	152	140	127	128	116	120	133	133	136	149	149		16%
Emergency Services	1,421,602	1,622,266	15	0	0	1	1	2	3	4	4	0	5	5		33%
Emergency Management	1,229,863	1,376,464	9	0	0	0	0	0	0	0	0	0	0	0		0%
Medical Examiner	5,320,744	5,775,976	44	2	2	3	3	2	2	1	1	1	1	1		2%
State Court-Solicitor	11,369,213	12,378,018	104	11	14	15	7	8	7	14	14	5	5	4		4%
Juvenile Court	15,738,109	17,217,773	160	18	15	15	13	11	9	16	16	15	14	16		10%
Probate Court	4,985,385	5,759,900	53	2	3	4	5	6	6	6	6	5	4	5		9%
County Marshal	6,768,026	7,453,842	72	5	5	6	4	4	3	4	4	4	3	5		7%
State Court-General	6,691,711	7,393,249	66	3	4	4	5	4	4	4	4	5	6	7		11%
State Court-All Judges	6,125,275	6,786,930	40	2	2	3	3	1	1	0	0	0	0	0		0%
Magistrate Court	4,238,529	4,819,675	20	0	1	1	1	1	2	3	3	1	1	1		5%
Superior Court-General	19,662,679	21,814,675	206	12	12	13	16	21	20	18	18	15	10	10		5%
Superior Court-Alljudges	9,038,509	9,840,722	80	1	1	0	0	0	0	0	0	0	0	1		1%
Superior Court-Clerk	18,324,965	20,189,836	208	20	23	22	22	20	22	25	25	19	17	10		5%
District Attorney	31,154,317	34,387,833	264	21	24	17	15	17	20	12	12	12	14	17		6%
Public Defender	23,671,126	25,740,209	162	6	5	5	7	3	3	3	3	3	1	1		1%
DREAM	13,699,882	15,570,303	180	23	27	26	28	26	30	26	26	23	23	22		12%
Library	22,590,390	25,036,510	295	40	40	29	32	34	30	25	25	13	16	13		4%
Behavioral Health	3,329,841	3,991,491	56	17	21	22	18	18	15	15	15	15	14	12		21%
Non-Agency	62,848,197	72,882,968	0	0	0	0	0	0	0	0	0	0	0	0		#DIV/0!
Economic Development	1,000,325	1,096,712	6	0	0	0	0	0	0	0	0	0	0	0		0%
Grand Total	$ 460,067,084	$ 511,527,965	4025	426	424	398	392	383	387	390	390	353	364	357		9%

*Vacant positions in the County's HR system as of 12/1/2025. Does not include an internal department reconciliation of positions which may include active job offers, FMLA, military leave and other off-payroll positions.

FULTON COUNTY

QUESTIONS

Monthly Emergency Purchase Orders & Monthly CM Contract Approval

EMERGENCY PURCHASE ORDERS AND CONTRACTS

FULTON COUNTY EMERGENCY PROCUREMENTS 11/14/2025 – 12/9/2025				
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Amount
11/19/2025	Emergency repair of twenty-four (24) sliding zone doors in housing units 4 North, 4 South, 5 North, and 5 South at the Fulton County Jail	DREAM	Willo Products Company, Inc.	$14,500.00
11/25/2025	Emergency Assessment, Abatement and Remediation of Mold at the Hammond House Museum located at 503 Peeples Street, SW, Atlanta, Georgia.	DREAM	Complete Contracting Partners, LLC	$135,212.00

County Manager Contract Approvals Less Than $100K

DATE	CONTRACTOR/VENDOR NAME	CONTRACT PURPOSE	DEPARTMENT	AMOUNT
11/18/2025	GOV WORX, INC.	Implementation of CommsCoach AI System	Emergency Services (E911)	$70,000.00
11/24/2025	PYE-BAKER FIRE & SAFETY, INC.	Extinguisher Testing and Maintenance Services	DREAM	$25,000.00
11/25/2025	CLIFF'S FIRE EXTINGUISHER COMPANY, INC.	Extinguisher Testing and Maintenance Services	DREAM	$30,000.00
12/7/2025	CARAHSOFT TECHNOLOGY CORPORATION	Digital Forensics Examinations Tool Inseyets Online Pro subscription	Information Technology	$76,167.61
12/9/2025	PICCADILLY HOLDINGS, LLC	Emergency Procurement - SNAP Benefits, 25-0845	County Manager	$50,000.00
12/9/2025	LOCALS LANDS ORGANICALLY GROWN GARDENS, LLC	Emergency Procurement - SNAP Benefits, 25-0845	County Manager	$50,000.00
12/9/2025	OPEN HAND ATLANTA, INC.	Emergency Procurement - SNAP Benefits, 25-0845	County Manager	$50,000.00

QUESTIONS

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0964 **Meeting Date:** 12/17/2025

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Discussion: FY2026 Proposed Operating Budget.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
No action necessary at this time. Floor is open for discussion.

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
Discussion of FY2026 Proposed Operating Budget by the Board of Commissioners.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0965 **Meeting Date:** 12/17/2025

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of the FY2026 Water and Sewer Budget.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Approve the FY2026 Water and Sewer Budget to comply with bond provisions

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
In accordance with the provisions of the Water and Sewer Bonds, we are required to approve the Water and Sewer budget by 12/31 of each year. As such, the FY2026 Water and Sewer budgets have been submitted for your final approval.

Attached for your approval is the FY2026 Final Budget for the following funds:
Water and Sewer Revenue Fund
Water and Sewer Renewal and Extension Fund

The following changes were made to the budgets since proposed on 11/15/2025.

*Water and Sewer Revenue Fund -

*Water and Sewer Renewal and Extension Fund -

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0966 **Meeting Date:** 12/17/2025

Department
Choose a Department.

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to utilize cooperative purchasing - Information Technology, NASPO ValuePoint Contract 22PSX0086AD, IT Managed Service Providers in the amount not to exceed $1,200,000.00 with uWork.com, Inc. d/b/a Covendis Technologies, Inc., (Atlanta, GA) to provide support for IT services and operation. Effective January 1, 2026 through December 31, 2026.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-462, requests for approval to utilize cooperative purchasing agreements of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: FCIT has challenges with attrition and quickly staffing critical positions which leads to infrastructure and operational stability issues. To resolve these issues, FCIT is seeking to partner with uWork.com, Inc. to augment its talent pool and complete project-related work.

Scope of Work: Immediate acquisition of critical resources to address risks and negative impacts as well as a staffing model needed to support Fulton County IT services and operations.

Community Impact: None

Department Recommendation: The Department of Information Technology recommends approval.

Project Implications: This contract will ensure continuity of IT operations.

Community Issues/Concerns: No community issues or concerns

Department Issues/Concerns: There are no department concerns with this request.

Contract Modification: New Procurement

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*
Not applicable

Exhibits Attached

Exhibit 1: Copy of NASPO Contract Agreement
Exhibit 2: Performance Evaluation

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

Kevin Kerrigan, Chief Information Officer, Information Technology - 404-612-0057

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$1,200,000.00
TOTAL:	$1,200,000.00

Fiscal Impact / Funding Source

Funding Line 1: 100-220-2205-1160 - General fund, FCIT, Professional services- $1,200,000.00 (Pending BOC approval of FY26 Budget)

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

Agenda Item No.: 25-0966 **Meeting Date:** 12/17/2025

Cost Adjustment:	**Renewal/Extension Terms**: N/

Overall Contractor Performance Rating: 97

Would you select/recommend this vendor again?
Yes

Report Period Start:	**Report Period End:**
7/1/2025	**9/30/2025**



Master Agreement Number: 22PSX0086AD

IT Managed Service Providers

State of Connecticut

AND

uWork, Inc. dba Covendis

This contract (together with each Participating Addendum and each Purchase Order referred to as the "Master Agreement") is made by and between uWork, Inc. dba Covendis (the "Contractor" or Managed Service Provider "MSP") and the State of Connecticut, acting by its Department of Administrative Services ("DAS") in accordance with sections 4a-2 , 4a-51 and 4d-2 of the Connecticut General Statutes, and acting in connection with the NASPO ValuePoint cooperative contract consortium of the National Association of State Procurement Officers, LLC.

The Contractor and the State agree as follows:

1. Definitions

The following definitions apply in this Master Agreement, except to the extent modified in Exhibit A, in which case Exhibit A controls.

a. Administrator

A designated Purchasing Entity representative who is responsible for managing the Purchasing Entity's user access to the vendor management system. The Administrator shall be responsible for implementing a role-based security policy process for access.

b. Business Day

A day of the week recognized by the Purchasing Entity as a workday, exclusive of Saturdays, Sundays and any Lead State or federal holiday.

c. Claims

All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any forum.

d. Confidential Information

Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number and residential address, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Lead State classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

e. Confidential Information Breach

Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of

any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Purchasing Entity, the Contractor, or State.

f. Contractor IP

Contractor's materials and other intellectual property (1) in existence prior to this Master Agreement, (2) created, developed or acquired during the Term but not exclusively for the State, or (3) identified as Contractor IP in the applicable SOW; or (4) otherwise developed or acquired independent of this Master Agreement and employed by the Contractor in connection with the Deliverables.

g. Contractor Parties

Contractor's members, principals, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity or with whom Contractor contracts to Perform under this Master Agreement in any capacity.

h. Corrective Action Plan, or CAP

A detailed written plan produced by Contractor at the request of the Purchasing Entity to correct or resolve a Breach identified by the Purchasing Entity in accordance with the Breach section of this Master Agreement.

i. Deliverable

Each (1) Good, Service, , process or information of any type, whether stand-alone and whether or not used for administrative, maintenance, consulting, training, data warehousing, operations, support, hosting, or fulfillment of Performance; and (2) warranty of a Deliverable(s) that is listed in the Pricing Schedule or provided by Contractor as an element of Contractor's overall approach and solution to the requirements of this Master Agreement. Any one of them or a combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to Contractor.

j. Deliverables Document

Exhibit A which sets forth and describes the Deliverables that are to be provided or made available to the State and Participating Entities under this Master Agreement or in a Statement of Work, as applicable, and the specific requirements and terms applicable to those Deliverables.

k. Force Majeure Event

Strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

l. Goods

All things which are movable, including, but not limited to, supplies, materials, equipment, hardware, software, specially manufactured things, a component incorporated into another thing and things that are attached to real property and that may be severed from the real property

without material harm to the things.

m. Goods or Services

Goods, Services or both, as specified in the Solicitation and set forth in Exhibit A.

n. Lead State

The State of Connecticut, acting by the DAS.

o. NASPO ValuePoint:

A division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company through which NASPO will administer the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities, the District of Columbia, and territories of the United States.

p. Participating Addendum ("PA")

A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements, such as ordering procedures specific to the Participating Entity and entity-specific terms and conditions.

q. Participating Entity

A state, or other legal entity, that enters into a Participating Addendum.

r. Participating State

A state, the District of Columbia, or one of the territories of the United States that is listed in the Solicitation as intending to participate in the Solicitation. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Solicitation is not required to become a Participating Entity.

s. Perform

All acts and things of the Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Master Agreement fully, including the Deliverables and all other Master Agreement obligations. The word "Perform" includes all parts of speech.

t. Price Schedule

Exhibit B to this Master Agreement which when read in conjunction with Exhibit A, Deliverables Document, lists the Deliverables available under this Master Agreement and establishes the components, unit pricing and price schedules for each Deliverable.

u. Purchase Order

A written or electronic document that the Purchasing Entity issues for one or more Deliverables in accordance with the terms of this Master Agreement.

v. Purchasing Entity

A Participating Entity, or a city, county district, or other political subdivision of a Participating Entity, or a nonprofit organization authorized under a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

w. Purchasing Entity Data

Any data or information of the Purchasing Entity that Contractor receives or creates by any means and in any form in connection with this Master Agreement, Deliverables or Performance, including data and information with respect to any one or more of the following: databases, systems, operations, facilities, and regulatory compliance.

x. Records

All working papers and such other information and materials furnished or prepared by the Contractor in Performing including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

y. Replacement Deliverable

Any new Deliverable that replaces a previously accepted Deliverable.

z. Services

The labor or work, necessary or appropriate for the Contractor to Perform, as more particularly described in Exhibit A.

aa. Service Level Agreement ("SLA")

Exhibit C which sets forth and describes the service level and maintenance and support agreement or those performance standards, response times and associated obligation between the parties, that may be set forth in this Master Agreement, in a Participating Addendum, or in a Statement of Work as applicable.

bb. Site

Location(s) specified by the Purchasing Entity where Deliverables are to be installed, Services rendered, or materials furnished.

cc. Solicitation

A Lead State request, in whatever form issued, inviting bids, proposals or quotes for Deliverables, typified by, but not limited to, an invitation to bid, request for proposal, requests for information or request for quotes. The Solicitation and this Master Agreement shall be governed by the statutes, regulations and procedures of the Lead State. The Solicitation is incorporated into and made a part of this Master Agreement as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposal is not incorporated into this Master Agreement in its entirety, but, rather, it is incorporated into this Master Agreement only to the extent specifically

stated in Exhibit A, Deliverables Document.

dd. Solicitation Response

A submittal in response to a Solicitation.

ee. Specifications

Contractor's published technical and non-technical detailed descriptions of each Deliverable's capabilities, or intended use or both, as more fully set forth in this Master Agreement, a Participating Addendum, or a Statement of Work, as applicable.

ff. Statement of Work ("SOW")

Statement issued in connection with a Purchase Order for a Deliverable available under this Master Agreement which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.

gg. Term

The original term of this Master Agreement plus any extensions exercised under this Master Agreement.

hh. Termination

An end to this Master Agreement prior to the end of its Term.

ii. Title

All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Deliverable.

jj. User

A Purchasing Entity representative that may access the vendor management system. User access will be subject to role-based security implemented by the Purchasing Entity's Administrator.

2. Term of Master Agreement; Master Agreement Extension

This Master Agreement will be in effect from November 1, 2023 (the "Effective Date") and continue for three (3) years. The parties, by mutual agreement, may extend this Master Agreement for additional terms beyond the Term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original Term, but only in accordance with the Section in this Master Agreement concerning Master Agreement amendments.

3. Deliverables

Contractor shall Perform in accordance with this Master Agreement, applicable Participating Addendum, and the SOW, as applicable. The Deliverables are set forth in accordance with Exhibit A, Deliverables Document and shall be acquired through duly issued Purchase Orders.

a. Any Purchase Order accepted by Contractor is subject to the terms of this Master Agreement and

the applicable Participating Addendum and shall remain in effect until Purchasing Entity accepts full Performance of all Deliverables contained in the applicable Purchase Order, unless terminated sooner under the terms of this Master Agreement and the applicable Participating Addendum. Neither party shall be bound by any additional substantive terms that may appear in any Purchase Order. If a Purchase Order includes any such terms, then they shall be void ab initio and have no effect.

b. Notwithstanding any other provision of this Master Agreement, Contractor shall not make any material change to the Deliverables that alters the nature or scope of the Deliverables or their intended use without the prior written consent of the Purchasing Entity. The Purchasing Entity shall not give its consent unless the changed Deliverables are of a similar nature and have a similar use as the original Deliverables.

c. No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Purchasing Entity issues a change order in accordance with this Master Agreement.

d. Purchasing Entity shall issue a Purchase Order when acquiring any Deliverable or Service available under this Master Agreement and, if appropriate, a SOW mutually acceptable to the Purchasing Entity and the Contractor.

e. PARTICIPATION AND PAYMENTS:

The Master Agreement is applicable to any Purchase Order issued by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent the Master Agreement is altered, modified, supplemented or amended by a Participating Addendum. Any alterations, modifications, supplements or amendments to the Master Agreement must be addressed in the Participating Addendum or, with the consent of the Participating Entity and Contractor, may be included in the Purchase Order used by the Purchasing Entity to place the Purchase Order. Such alterations, modifications, supplements or amendments apply only to the Participating Entity signing the Participating Addendum and the Participating Entities or Purchasing Entities ordering under said Participating Addendum.

Use of this Master Agreement is subject to the approval of the respective state's chief procurement official, or their designee. Subject to applicable law, issues of interpretation and eligibility for participation are solely within the authority of the respective state's chief procurement official, or their designee.

This Master Agreement and the Participating Addendum are binding only upon the Contractor and the corresponding Participating Entity or Purchasing Entity or both. The financial obligations of any Purchasing Entity are limited to those obligations set forth in the Purchase Orders that such particular Purchasing Entity issues. The terms of a Participating Addendum or other participating addenda do not and will not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

Entities who are not states may sign their own Participating Addendum if and to the extent that the appropriate procurement official of the state where the Participating Entity is located (or such other approval as may be required by law) gives prior approval of such participation in writing. A chief procurement official's approval to a nonstate entity to participate through execution of a Participating Addendum is not a determination that the non-state entity has the necessary or appropriate authority to enter into the Participating Addendum. Prior to executing a Participating Addendum, each Participating Entity must ensure that it has the requisite authority to execute a Participating Addendum under its applicable laws and regulations.

Payment for all Accepted Deliverables are due within forty-five (45) days after Acceptance of the

Deliverables. The Contractor shall submit an invoice to the Purchasing Entity for the Performance. The invoice shall include detailed information for Deliverables, delivered and Performed, as applicable, and Accepted. Any late payment charges shall be calculated in accordance with Purchasing Entity's applicable law.

4. Payments and Credits

a. The Purchasing Entity shall pay for Deliverables only upon acceptance pursuant to this Master Agreement, the applicable Participating Addendum, and a SOW, as applicable, and receipt of a properly documented invoice from the Contractor. At the Purchasing Entity's request, Contractor shall submit to the Purchasing Entity such documentation as the Purchasing Entity deems it to be necessary or appropriate to justify and support the Performance detailed in any invoice, prior to the Purchasing Entity approving the invoice for payment.

b. The Purchasing Entity shall pay Contractor upon acceptance within net forty-five (45) days after each calendar month end and receipt of Contractor's properly documented invoice and supporting detail, whichever is the later date.

c. Contractor shall furnish separate invoices for each Purchase Order and shall itemize each charge included in each invoice as a separate line item.

d. Contractor may supplement Exhibit B, Price Schedule to make additional services and related terms available to Participating Entities. The supplement will only be deemed to be accepted by the Lead State if the latter issues an Addendum to the Master Agreement indicating its concurrence with the supplement.

e. No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Purchasing Entity issues a change order in accordance with the provisions of Section 10.

5. Order and Delivery

The Contractor shall Perform in accordance with Exhibit A, Deliverable Document and at the prices set forth in Exhibit B, Price Schedule. Except as it may otherwise be set forth in Exhibit A, Deliverable Document or Exhibit B, Price Schedule, as applicable, the Contractor shall deliver the Goods F.O.B. wherever specified by the Purchasing Entity in its Purchase Order or in another communication to Contractor. The administration and Performance of this Contract are facilitated by and in accordance with certain provisions of the NASPO ValuePoint cooperative contract consortium of the National Association of State Procurement Officers. Those provisions are set forth in Exhibit D, NASPO ValuePoint Provisions.

6. Purchase Orders

a. This Master Agreement itself is not an authorization for the Contractor to begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued Purchase Order against this Master Agreement and an applicable Participating Addendum for Performance.

b. The Purchasing Entity shall issue a Purchase Order against a Participating Addendum incorporating this Master Agreement directly to the Contractor and to no other party.

c. All Purchase Orders shall be in written or electronic form, bear the Master Agreement number and Participating Addendum number (if any) and comply with all other Participating Entity and Purchasing Entity requirements, particularly the Purchasing Entity's requirements concerning

procurement. Purchase Orders issued in compliance with such requirements shall be deemed to be duly issued.

d. A Contractor Performing without a duly issued Purchase Order in accordance with this Section does so at the Contractor's own risk and does not impose on a Purchasing Entity any corresponding obligation.

e. The Purchasing Entity may, in its sole discretion, deliver to the Contractor any or all duly issued Purchase Orders via electronic means only, such that the Purchasing Entity shall not have any additional obligation to deliver to the Contractor a "hard copy" of the Purchase Order or a copy bearing any hand-written signature or other "original" marking.

7. Time of the Essence

Time is of the essence with respect to all provisions of this Master Agreement that specify a time for Performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Master Agreement.

8. Waiver

a. No waiver of any Breach of this Master Agreement shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in this Master Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Master Agreement or at law or in equity. Any waiver by the Lead State, a Participating Entity, or a Purchasing Entity must be in writing.

b. A party's failure to insist on strict performance of any provision of this Master Agreement shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

9. Data: Access and Ownership

a. Access to Master Agreement and State Data

The Contractor shall provide to the Purchasing Entity access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Master Agreement and the Purchasing Entity that are in the possession or control of the Contractor upon demand and shall provide the data to the Purchasing Entity in a format prescribed by the Purchasing Entity and the State Auditors of Public Accounts at no additional cost.

b. Ownership of Data

1. All ownership, title, licenses, proprietary rights and interest (including, but not limited to, perpetual use) (for purposes of this Ownership of Data Section, collectively, "Title") of and to any and all data as defined in section 4e-1 of the Connecticut General Statutes, ("Data") that is uploaded, collected, stored, held, hosted, located or utilized by the Purchasing Entity or Contractor and Contractor Parties directly or indirectly in connection with this Master Agreement at all times is and will always remain vested in the Purchasing Entity. At no time will Contractor have Title to such Data, wherever located.

2. At no cost to the State the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Purchasing Entity or (ii) Termination for any reason, deliver and transfer possession to the Purchasing Entity all of the Data, in a format

acceptable to the Purchasing Entity.

3. At no cost to the Purchasing Entity, the Contractor and Contractor Parties shall, no later than fifteen (15) days, unless otherwise mutually agreed to in writing by the Parties, after (i) receiving a written request from the Purchasing Entity, (ii) receiving final payment from the Purchasing Entity, or (iii) Termination for any reason, over-write and securely delete all of the Data, such that the Data will be expunged in a manner to make retrieval of the Data impossible.

4. The Contractor's failure to deliver and transfer possession of the Data to a duly authorized agent of the Purchasing Entity shall constitute, without more, a de facto breach of this Master Agreement. Consequently, the Contractor shall indemnify and hold harmless the Purchasing Entity, the Participating Entity, and the Lead State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with such failure. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-Purchasing Entity use of any Data. If Contractor Parties will Perform for any purpose under this paragraph, the Contractor represents and warrants that it shall cause each of the Contractor Parties to so Perform and that each has vested in the Contractor plenary authority to cause the Contractor Parties to Perform. For purposes of this Ownership of Data Section, "Perform" shall include, but not be limited to, the obligations relating to the sale, transfer of Title, removal and transfer of possession of the Data and indemnifying and holding harmless the Purchasing Entity, the Participating Entity, and the Lead State. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than 30 days after receiving a request by the Purchasing Entity, such information as the Purchasing Entity may identify to ensure, in the Purchasing Entity's sole discretion, compliance with the provisions of this Ownership of Data Section. This Ownership of Data Section survives Termination.

10. Change Order Within Scope

The Purchasing Entity may, at any time, with thirty (30) calendar days' advance written notice to Contractor, request changes to the Deliverables that come within the scope of the Master Agreement or the SOW, as applicable. Contractor shall not deny or delay approving the request. The request may include, but is not limited to, modifications or other changes required to correct System deficiencies, and changes required by new or amended State or federal laws and regulations or both that are included in the Deliverables in Exhibit A. Contractor shall make any changes to the Deliverables that are required due to Deliverable deficiencies or failure in accordance with the requirements of this Master Agreement, without charge. Contractor shall at its sole cost and expense conduct any investigation necessary to determine the source of the problem requiring the change. No additions or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Purchasing Entity issues a change order in accordance with this Section.

11. Working and Labor Synergies

The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties, their work force, Purchasing Entity employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under this Master Agreement.

12. Contractor Guaranties

a. Contractor shall:

1. Perform fully under this Contract;

2. Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;

3. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the Site, Goods, the Contractor's work or that of Contractor Parties;

4. With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;

5. Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law;

6. Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

13. Sales and Use Report

Contractor shall deliver a sales and use report on a quarterly basis, in form and content as pre-approved by the Lead State, the Participating Entity, or Purchasing Entity. The Contractor shall deliver the report within ten (10) days following the end of each calendar quarter. The Contractor shall provide the Purchasing Entity with any additional reports as the Purchasing Entity may request from time to time within ten (10) days following receipt of the written request. Timely submission of these reports is a material requirement of this Master Agreement. All Title and property rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State. At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly, the Lead State, Participating Entity and the Purchasing Entity shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this Section.

14. Breach

a. If one party (the "Non-breaching Party") determines that the other (the "Breaching Party") has failed to comply with any of the Breaching Party's corresponding Master Agreement obligations (a "Breach"), then the Non-Breaching Party shall provide written notice of such failure to the Breaching Party in accordance with this Master Agreement. The Non-breaching Party must provide the Breaching Party an opportunity to remedy the Breach within thirty (30) calendar days from the date of the notice. However, if Contractor is the Breaching Party, then the Purchasing Entity may set forth any remedy period in the notice, so long as that period is otherwise consistent with the provisions of this Master Agreement. The period set forth in the notice is known as the "Remedy Period." The Non-Breaching Party shall extend the Remedy Period if it is satisfied that the Breaching Party is making a good faith effort to remedy the Breach, but the nature of the Breach is such that it cannot be remedied within the Remedy Period.

b. If the Purchasing Entity determines that the Contractor has committed a Breach, then the Purchasing Entity may require the Contractor to, and Contractor shall, prepare and submit to the

Purchasing Entity a CAP in connection with the identified Breach. Contractor shall provide in the CAP a detailed explanation of the deficiencies and other factors that contributed to the cited Breach, Contractor's assessment or diagnosis of Breach (identifying the deficiencies and factors in reasonable detail, with references to the applicable Specifications), and a specific proposal to remedy or resolve the Breach. Contractor shall submit the CAP to the Purchasing Entity within ten (10) Business Days following the Purchasing Entity's request for the CAP for the Purchasing Entity's review and approval. Within ten (10) Business Days of receiving the CAP, the Purchasing Entity must either approve the CAP, or reject it by delivering to Contractor a written explanation for the rejection. If the Purchasing Entity fails to accept or reject the CAP within the ten (10) Business Days, then the CAP is deemed to have been approved, without more. The Purchasing Entity's explanation for the rejection must include suggestions for changes to the CAP and the Contractor shall address the suggestions in such a manner to make it likely that the Purchasing Entity will approve the CAP when the Contractor re-submits it to the Purchasing Entity for review and approval. If the Purchasing Entity rejects a CAP, then the parties will repeat this submittal and review process until the earliest of one of the following: (1) the Purchasing Entity accepts a CAP, (2) the Purchasing Entity waives its right to receive a CAP, (3) Contractor remedies the Breach, (4) the Purchasing Entity waives the Breach, or (5) the Purchasing Entity makes a determination to Terminate this Master Agreement. After the first rejection, each of the parties will have five (5) Business Days, instead of ten (10) Business Days, within which to review the CAP. Each subsequent revision and review will be for up to three (3) Business Days each instead of ten (10) or five (5) Business Days.

c. If the Purchasing Entity determines that the Contractor has Breached this Master Agreement, then the Purchasing Entity may withhold payment in whole or in part for any amounts due pending resolution of the Performance issue, provided that the Purchasing Entity notifies Contractor in writing prior to the date that the payment would have been due.

d. For purposes of the Purchasing Entity determining whether there is a Breach under this Master Agreement, or whether any statement in the Representations and Warranties Section of this Master Agreement is false or misleading, the parties deem the Acts of the Contractor Parties to be the Acts of the Contractor itself, as if the Contractor itself was the subject of the Acts which the Purchasing Entity considers in determining if there was a Breach, or an instance of false or misleading statements, or both.

e. The written notice of the Breach may include an effective Termination date. If the identified Breach is not remedied by the stated Termination date, unless otherwise modified by the Non-breaching Party in writing before such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, then the Non-breaching Party shall provide the Breaching Party no less than twenty-four (24) hours' prior written notice before terminating this Master Agreement.

f. Notwithstanding any provisions in this Master Agreement, the Lead State may terminate this Master Agreement with no Remedy Period for Contractor's Breach or violation of any of the representations or warranties in this Master Agreement and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to Contractor or Contractor Parties or any third party. Termination under this Breach section is subject to the provisions of the Termination Section of this Master Agreement. In case of such revocation or Termination, the Purchasing Entity will have no liability or responsibility to Contractor or Contractor Parties or any third party, or any of them, resulting from the Termination or revocation.

g. None of the Lead State's rights under this Breach Section diminishes the Lead State's rights under the Termination Section of this Master Agreement.

15. Termination

a. Notwithstanding any provisions in this Master Agreement, the Lead State, through a duly authorized employee, may Terminate this Master Agreement whenever the Lead State makes a written determination that such Termination is in the best interests of the Lead State. The Lead State shall notify the Contractor in writing of Termination pursuant to this Section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under this Master Agreement prior to such date.

b. Notwithstanding any provisions in this Master Agreement, either party, through a duly authorized employee, may, after making a written determination that the other party has Breached this Master Agreement and has failed to remedy the Breach, Terminate this Master Agreement in accordance with the Breach Section of this Master Agreement.

c. Notices of Termination must be sent certified in accordance with the Notice Section of this Master Agreement. Upon receiving the Termination notice from the Lead State, the Contractor shall immediately modify or discontinue all Performance affected in accordance with the terms of the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to the Lead State or the Purchasing Entity (as directed in the notice) all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to the Lead State or the Purchasing Entity (as directed in the notice) no later than thirty (30) days after the Termination of this Master Agreement or fifteen (15) days after the Contractor receives a written request from the Lead State for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

d. Except for any work which the Lead State directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

e. The Purchasing Entity shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Purchasing Entity in accordance with Exhibit A, Deliverables Document or a SOW, as applicable, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Purchasing Entity will not tender to the Contractor any payments for anticipated or lost profits. Upon request by the Purchasing Entity, the Contractor shall assign to the Purchasing Entity, or any replacement contractor which the Purchasing Entity designates, all subcontracts, Purchase Orders and other commitments, deliver to the Purchasing Entity all Records and other information pertaining to its Performance, and remove from Purchasing Entity premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Lead State or the Purchasing Entity (as directed in the notice) may request.

f. Upon Termination of this Master Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the Sections which survive Termination. All representations, warranties, agreements and rights of the parties under this Master Agreement shall survive such Termination to the extent not otherwise limited in this Master Agreement and without each one of them having to be specifically mentioned in this Master Agreement.

g. Termination of this Master Agreement pursuant to this Section shall not be deemed to be a Breach of Master Agreement by the Lead State, a Participating Entity, or a Purchasing Entity.

16. Continued Performance

The Contractor and Contractor Parties shall continue to Perform their obligations under this Master Agreement while any dispute concerning this Master Agreement is being resolved.

17. Open Market Purchases

Failure of the Contractor to Perform within the time specified the Master Agreement, or within a reasonable time as determined by the Lead State, or failure of the Contractor to replace rejected Deliverables when so requested, immediately or as directed by the Lead State's CIO, shall constitute authority for the Lead State to terminate the Master Agreement and purchase the Deliverables on the open market to replace those which have been rejected, not delivered, or not performed. The Lead State may authorize immediate purchases on the open market in the case of any rejections. On all such purchases, the Contractor shall immediately reimburse the Lead State for excess costs occasioned by such purchases. Such purchases shall be deducted from the Master Agreement quantities. However, should public necessity demand it, the State reserves the right to use or consume Deliverables which are substandard in quality, subject to an adjustment in price to be determined by the Lead State.

18. Setoff

A Purchasing Entity, in its sole discretion, may setoff and withhold (1) any costs or expenses including but not limited to costs or expenses such as overtime, that the Purchasing Entity incurs resulting from the Contractor's unexcused Breach under this Master Agreement and under any other agreement or arrangement that the Contractor has with the Purchasing Entity and (2) any other amounts of whatever nature that are due or may become due from the Purchasing Entity to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Master Agreement, or under any other agreement or arrangement that the Contractor has with the Purchasing Entity. The Purchasing Entity's right of setoff and to withhold shall not be deemed to be the Purchasing Entity's exclusive remedy for the Contractor's or Contractor Parties' Breach of this Master Agreement, all of which shall survive any setoffs and withholdings by the Purchasing Entity.

19. Cross-Default

a. If the Contractor or Contractor Parties Breach, default or in any way fail to Perform satisfactorily under this Master Agreement, then the Lead State may, in its sole discretion, without more and without any action whatsoever required of the Lead State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with the Lead State. Accordingly, the Lead State may then exercise at its sole option any and all of its rights or remedies provided for in this Master Agreement or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the Lead State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

b. If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with the Lead State, then the Lead State may, in its sole discretion, without more and without any action whatsoever required of the Lead State, treat any such event as a breach, default or failure to Perform under the Master Agreement. Accordingly, the Lead State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or this Master Agreement, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the Lead State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under this Master Agreement.

20. Sovereign Immunity

The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

21. Representations and Warranties

Contractor represents and warrants to the Lead State for itself and, as applicable, the Contractor Parties that:

a. each is a duly and validly existing under the laws of each such entity's respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Master Agreement. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Master Agreement and have the power and authority to execute, deliver and Perform its obligations under this Master Agreement;

b. each will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Master Agreement, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics; Title 4a, Chapter 51 concerning State purchasing; and (3) Title 22a, Chapter 446c, section 22a-194a concerning the use of polystyrene foam;

c. the execution, delivery and Performance of this Master Agreement will not violate, be in conflict with, result in a Breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

d. each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

e. as applicable, each has not, within the three years preceding the Effective Date of this Master Agreement, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under this Master Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or Performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;

f. each is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

g. they have notified the Lead State in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;

h. none has employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Master Agreement and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee,

commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Master Agreement or any assignments made in accordance with the terms of this Master Agreement;

i. to the best of each entity's knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Master Agreement;

j. each shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that would be required disclosure on Form 8-K of the Securities Exchange Act of 1934 no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the Section of this Master Agreement concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;

k. each entity's participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

l. the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the Tangible Personal Property Section of this Master Agreement) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;

m. each is able to Perform under this Master Agreement using their own resources or the resources of a party who has not submitted a proposal;

n. if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;

o. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

p. none owes unemployment compensation contributions;

q. none is delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;

r. all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;

s. each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Master Agreement and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the Lead State or the Purchasing Entity, such information as the Lead State or the Purchasing Entity may require to evidence, in their sole determination, compliance with this Section;

t. each either owns or has the authority to use all the Deliverables;

u. to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;

v. to the best knowledge of Contractor, the Purchasing Entity's use of any Deliverables in a manner consistent with this Master Agreement shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

w. if any party shall procure any Deliverables, they shall sublicense such Deliverables and that the Purchasing Entity shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables; and

x. each shall assign or otherwise transfer to the Purchasing Entity or afford the Purchasing Entity the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the Purchasing Entity.

22. Further Assurances

The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Master Agreement and which do not involve the vesting of rights or assumption of obligations other than those provided for in this Master Agreement, in order to give full effect to this Master Agreement and to carry out the intent of this Master Agreement.

23. Advertising

The Contractor shall not refer to sales to the Lead State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the Lead State's prior written approval.

24. Contractor Changes

The Contractor shall notify the Lead State in writing no later than ten (10) days from the effective date of any change in:

a. its certificate of incorporation or other organizational document;

b. more than a controlling interest in the ownership of the Contractor; or

c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. The Lead State, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to the Lead State's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of this Master Agreement. The Contractor shall deliver such documents to the Lead State in accordance with the terms of the Lead State's written request. The Lead State may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under this Master Agreement; the surviving Contractor Parties, as appropriate, must continue to Perform under this Master Agreement until Performance is fully completed.

25. Contractor Responsibility

a. The Contractor shall be responsible for the entire Performance under this Master Agreement regardless of whether the Contractor itself Performs. The Contractor shall be the sole point of contact concerning the management of this Master Agreement, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of this Master Agreement.

b. The Contractor shall exercise all reasonable care to avoid damage to a Purchasing Entity's property or to property being made ready for the Purchasing Entity's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the Purchasing Entity.

26. Continuity of Systems

a. This Section is intended to comply with Conn. Gen. Stat. §4d-44. Nothing in this Section shall be construed to prevent Contractor from being paid for its Performance that is provided in accordance with this Master Agreement.

b. Contractor acknowledges that the Deliverables, the Systems and associated Services are important to the function of a Purchasing Entity's operations and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, if the work under this Master Agreement, any subcontract, or amendment to either, is transferred back to a Purchasing Entity or to another contractor at any time for any reason, then Contractor shall cooperate fully with the Purchasing Entity, and do and Perform all acts and things that the Purchasing Entity deems to be necessary or appropriate, to ensure continuity of the Purchasing Entity's information system and telecommunication system facilities, equipment and Services so that there is no disruption or interruption in Performance as required or permitted in this Contract. Contractor shall not enter into any subcontract for any part of the Performance under this Master Agreement without approval of such subcontract by the Lead State, as required by Conn. Gen. Stat. §4d-32 and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44 as if the subcontractor were in fact the Contractor. Contractor shall make a full and complete disclosure of and delivery to the Purchasing Entity or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33 in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning this Master Agreement.

c. The parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to Purchasing Entity:

1. Facilities and Equipment:

Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44 , in which case that shorter period shall apply, Contractor shall deliver F.O.B. to the location specified by the Purchasing Entity, all Deliverables, Systems, facilities and equipment related to or arising out of this Master Agreement, subcontract or amendment, (other than any of the Deliverables, Systems, facilities or equipment in which Contractor has title under this Master Agreement) no later than ten (10) days from the date that the work under this Master Agreement is transferred back to the Purchasing Entity or to another contractor for any reason. Contractor shall deliver the Deliverables, Systems, facilities or equipment to the Purchasing Entity, during the Purchasing Entity's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all related operation manuals and other Documentation in whatever form they exist and a list of all related passwords and security codes;

2. Software Deliverables created or modified pursuant to this Master Agreement, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver F.O.B. to the location specified by the Purchasing Entity, all Deliverables, Materials and Systems, no later than 10 days from the date that the work under the SOW or this Master Agreement is transferred back to the Purchasing Entity or to another contractor for any reason. Contractor shall deliver such Deliverables, Materials and Systems to the Purchasing Entity, during the Purchasing Entity's Business Hours, in good working order, and if the Purchasing Entity's equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all Deliverable-related operation manuals and other Documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Master Agreement or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and

3. Public Records, as defined in Conn. Gen. Stat. §4d-33, which Contractor or Contractor Parties possess or create pursuant to this Master Agreement, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver F.O.B. to the location specified by the Purchasing Entity, all Public Records created or modified pursuant to this Master Agreement, any SOW, subcontract or amendment and requested in writing by the Purchasing Entity (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Master Agreement concerning Termination for the return of Public Records and (2) ten (10) days from the date that the work under the Master Agreement or SOW is transferred back to the Purchasing Entity or to another contractor for any reason. Contractor shall deliver to the Purchasing Entity during the Purchasing Entity's Business Hours those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. Contractor shall deliver to the Purchasing Entity, during the Purchasing Entity's business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

d. If Contractor employs former Purchasing Entity employees, Contractor shall facilitate the exercising of any reemployment rights that such Purchasing Entity employees may have with the Purchasing Entity, including, but not limited to, affording them all reasonable opportunities during the workday to interview for Purchasing Entity jobs. Contractor shall include language similar to this Section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

27. Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for each Purchasing Entity. It is the responsibility of Contractor to understand and adhere to the Purchasing Entity's policies and procedures prior to entering the Purchasing Entity Site to Perform under this Master Agreement.

28. Disclosure of Contractor Parties Litigation

Contractor shall require that all Contractor Parties, as appropriate, disclose in writing to Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Master Agreement, no later than ten (10) calendar days after becoming aware of or after they should have become aware of any such Claims.

29. Protection of Confidential Information

a. Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices, as they may be amended from time to time.

b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Purchasing Entity, Participating Entity, or the Lead State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

   1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

   2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;

   3. A process for reviewing policies and security measures at least annually;

   4. Creating secure access controls to Confidential Information, including but not limited to passwords; and

   5. Encrypting of Confidential Information that is stored on laptops, portable devices and storage media or that is being transmitted electronically.

c. Contractor and Contractor Parties shall notify the Lead State, the Purchasing Entity, and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Purchasing Entity, after consultation with the Lead State's Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a- 701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of the Lead State, the Purchasing Entity, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the Lead State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from the Lead State, Participating Entity, Purchasing Entity, or any affected individuals and shall be outside of any liability cap or limitation contained in this Master Agreement.

d. Contractor shall incorporate the requirements of this Section in all subcontracts requiring each

Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the provisions of this Master Agreement concerning the obligations of the Contractor to the Purchasing Entity, Participating Entity, or DAS.

30. Confidentiality; Non-Disclosure

The Purchasing Entity shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor as the Purchasing Entity does its own property of a similar nature and shall take reasonable steps to ensure that neither the confidential information of Contractor nor any part of it will be disclosed for reasons other than its own business interests. Such prohibition on disclosures does not apply to disclosures by the Purchasing Entity to its employees, agents or representatives, provided such disclosures are reasonably necessary to the Purchasing Entity's use of the Deliverable, and provided further that the Purchasing Entity will take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Master Agreement. The Purchasing Entity's performance of the requirements of this Section shall be subject to open records laws and the State of Connecticut Freedom of Information Act ("FOIA"), as applicable.

All Records, Purchasing Entity Data, and any Data owned by the Purchasing Entity in any form, in the possession of the Contractor or Contractor Parties, whether uploaded, collected, stored, held, hosted, located or utilized by Contractor and Contractor Parties directly or indirectly, must remain within the continental United States.

31. Contractor's Obligation to Notify the Lead State Concerning Public Records

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Chief Information Officer of such violation.

32. General Assembly Access to Records

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to the Lead State records that is not less than the access that said committee and such offices have on July 1, 1997.

33. Profiting from Public Records

In accordance with Conn. Gen. Stat. § 4d-37, neither Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Master Agreement or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Master Agreement. For purposes of this Section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

34. Application of FOIA to Public Records Provided to Contractor

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of Conn. Gen. Stat. § 1-210 and as to such public records, the State, Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act (FOIA), as defined in Conn. Gen. Stat. §1-200, provided that

the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

35. Ownership Rights and Integrity of Public Records

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which Contractor or Contractor Parties possess, modify or create pursuant to this Master Agreement or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this Section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 4d33, as it may be modified from time to time.

36. Nondisclosure of Public Records

In accordance with Conn. Gen. Stat. § 4d-36, neither Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Master Agreement or any contract, subcontract or amendment to a contract or subcontract and (b) that a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

37. Audit and Inspection of Plants, Places of Business and Records

a. The Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents (each an "Auditing Entity"), may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Master Agreement and associated Participating Addenda and Orders.

b. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the Auditing Entity.

c. The Auditing Entity shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty- four (24) hours' notice prior to the requested audit and inspection date. If the Auditing Entity suspects fraud or other abuse, or in the event of an emergency, the Auditing Entity is not obligated to provide any prior notice.

d. Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the Auditing Entity, is sufficient to constitute a Breach by the Contractor under this Master Agreement. The Contractor will remit full payment to the Auditing Entity for such audit or inspection no later than 30 days after receiving an invoice from the State. If the Auditing Entity does not receive payment within such time, the Auditing Entity may setoff the amount from any moneys which the Auditing Entity would otherwise be obligated to pay the Contractor in accordance with this Master Agreement.

e. Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (1) final payment for any Order placed under this Master Agreement, or (2) the expiration or earlier termination of this Master Agreement, as the same may be modified for any reason. An Auditing Entity may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

f. Contractor shall cooperate fully with the Auditing Entity and its agents in connection with an audit or inspection. Following any audit or inspection, the Auditing Entity may conduct and the Contractor shall cooperate with an exit conference.

g. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

38. Audit Requirements for Recipients of State Financial Assistance

For purposes of this paragraph, the word "Contractor" shall be deemed to mean "nonstate entity," as that term is defined in section 4-230 of the Connecticut General Statutes. The Contractor shall provide for an annual financial audit acceptable to the Lead State for any expenditure of Lead State awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor shall comply with federal and Lead State single audit standards as applicable.

39. Indemnification

a. Contractor shall indemnify, defend and hold harmless the Lead State, Participating Entities, Purchasing Entities, NASPO, and its officers, representatives, agents, servants, employees, successors and assigns (each an "Indemnified Party") from and against any and all (1) Claims arising, directly or indirectly, in connection with this Master Agreement for the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Master Agreement. Contractor shall use counsel reasonably acceptable to the Indemnified Party in carrying out its obligations under this Section. Contractor's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

b. Contractor shall not be responsible for indemnifying, defending or holding the Indemnified Party harmless from any liability arising due to the negligence of the Indemnified Party or any third party acting under the direct control or supervision of the Indemnified Party.

c. Contractor shall reimburse the Indemnified Party for any and all damages to the real or personal property of the Indemnified Party caused by the Acts of Contractor or any Contractor Parties. The Indemnified Party shall give Contractor reasonable notice of any such Claims.

d. Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this Master Agreement, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims or where the Indemnified Party is alleged or is found to have contributed to the

Acts giving rise to the Claims or both.

e. Contractor shall carry and maintain at all times during the Term of this Master Agreement, and during the time that any provisions survive the Term of this Master Agreement, sufficient commercial general liability insurance to satisfy its obligations under this Master Agreement..

f. This Section shall survive the Termination of this Master Agreement and shall not be limited by reason of any insurance coverage. Unless otherwise set forth herein, this Section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement

40. Forum and Choice of Law

a. Notwithstanding the other provisions of this of this Forum and Choice of Law Section, the parties deem this Master Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of this Master Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the Lead State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
b. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
c. If a Claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for Claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

41. Assignment

The Contractor shall not assign any of its rights or obligations under this Master Agreement, voluntarily or otherwise, in any manner without the prior written consent of the Lead State. The Lead State may void any purported assignment in violation of this Section and declare the Contractor in breach of Master Agreement. Any Termination by the Lead State for a breach is without prejudice to the Lead State's or a Participating Entity or Purchasing Entity's rights or possible Claims.

42. Americans with Disabilities Act

Contractor represents that it is familiar with the terms of the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq, and that it is in compliance with the law. Failure of Contractor to satisfy this standard either now or during the Term as it may be amended will render this Master Agreement voidable at the option of the State upon notice to Contractor. Contractor warrants that it will hold the State harmless from any liability that may be imposed upon the State as a result of any failure of Contractor to be in compliance with the Americans with Disabilities Act.

43. Executive Orders and Other Enactments

a. All references in this Master Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Master Agreement at any time during its term, or that may be made applicable to the Master Agreement during its Term. This Master Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the Lead State, Participating Entity, or Purchasing Entity shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Master Agreement if it chooses to contest the applicability of the Enactments or the Lead State, Participating Entity, or Purchasing Entity's authority to require compliance with the Enactments.

b. This Master Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Master Agreement as if they had been fully set forth in it.

c. This Master Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Master Agreement as if fully set forth in it.

44. Whistleblower Provision

This Master Agreement may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this Master Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

45. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the Lead State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Master Agreement as if the summary had been fully set forth in this Master Agreement; (b) the Contractor represents that the chief executive officer or authorized signatory of the Master Agreement and all key employees of such officer or signatory have

read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Master Agreement; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

46. Force Majeure

a. The parties shall not be excused from their respective Master Agreement obligations except in the case of Force Majeure Events and as otherwise provided for in this Master Agreement.

b. If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Master Agreement, then that failure to comply will not constitute a Breach if (A) that party uses reasonable efforts to comply; (B) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events; and (C) that party complies with its obligations under subsection (c) of this Section.

c. If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under this Master Agreement, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its Performance and obligations under this Master Agreement.

d. Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in Performance or obligations.

47. Notice

a. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Master Agreement (for the purpose of this Section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103

Attention: 22PSX0086AD/Alison Monroe

If to the Contractor:
uWork, Inc. dba Covendis

200 Walker St. Suite B
Atlanta, GA 30313

Attention: Raymond Tsao

b. Details regarding invoices and all technical or day-to-day administrative matters pertaining to this Master Agreement shall be directed to:

Purchasing Entity: The individual specified in the applicable Purchase Order.

Contractor: The individual designated by Contractor in the response to the Solicitation or as the Contractor may otherwise designate in writing to the Purchasing Entity.

48. Headings

The headings given to the Sections in this Master Agreement are inserted only for convenience and are in no way to be construed as part of this Master Agreement or as a limitation of the scope of the particular Section to which the heading refers.

49. Number and Gender

Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

50. Amendments, Supremacy, Entirety of Master Agreement

No amendment to or modification of this Master Agreement shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all Purchase Orders, Statements of Work or other documents authorized in connection with this Master Agreement shall be subject to the terms of this Master Agreement. Any additional terms within any such Purchase Order, SOW, or other document that contradict the terms of this Master Agreement shall have no force or effect and shall in no way affect, change or modify any of the terms of this Master Agreement. This Master Agreement contains the complete and exclusive statement of the terms agreed to by the parties.

51. Severability

If any term or provision of this Master Agreement or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Master Agreement or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of this Master Agreement shall be valid and enforced to the fullest extent possible by law.

52. Risk of Loss and Insurance

The Purchasing Entity shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverables are in transit, or while in the Purchasing Entity's possession, except when such loss or damage is due directly to the Purchasing Entity's negligence or intentional misconduct. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the Purchasing Entity.

The insurance required by this Section shall be written on an occurrence basis as opposed to a "claims made" basis and shall be on such forms, and contain such endorsements and terms, as shall

be acceptable to the Lead State.

Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the Term of this Master Agreement, the insurance described below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within twenty (20) Business Days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in this section, except the endorsement is provided to the applicable Participating State or Participating Entity. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement.

a. Commercial General Liability

Throughout the Term and during the time that any provisions survive the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than $1,000,000 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of $2,000,000 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. The Contractor shall cause the State and its officers, agents, and employees to be named as an additional insured on the policy and shall provide (1) a certificate of insurance (2) the declaration page and (3) the additional insured endorsement to the policy to the Lead State all in an electronic format acceptable to the Lead State prior to the Effective Date evidencing such coverage. The Contractor shall not begin Performance until the delivery of these 3 documents to the Lead State. Contractor shall provide an annual electronic update of the 3 documents to the Lead State on or before each anniversary of the Effective Date during the Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent, but only for that portion of the negligence attributable to the Contractor and not for that portion of the negligence attributable to the State.

b. Automobile Liability

$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an

automobile, but one is used in the execution of this Master Agreement, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Master Agreement, then automobile coverage is not required.

c. Workers' Compensation and Employer's Liability

Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of $100,000 for each accident, $500,000 for disease, and $100,000 for each employee, per policy period, or as otherwise required by the laws of the applicable Participating Entity or Purchasing Entity.

d. Excess / Umbrella Liability

Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

e. Information Security Privacy

Throughout the Term, Contractor shall carry, at Contractor's sole cost and expense, an information security and privacy Insurance policy with limits not less than $1,000,000 per occurrence or claim, $1,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Master Agreement and shall include, but not limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including infringement of copyright, trademark, trade dress, invasion of privacy violations information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

f. Professional Liability

During the Term, and for a period of three (3) years thereafter, the Contractor shall carry Professional Liability Insurance in the amount of $5,000,000 per Claim and Annual Aggregate. Contractor shall provide the State a certificate of insurance evidencing such Professional Liability Insurance coverage upon written request on an annual basis and shall not begin Performance until such a certificate has been provided to the Purchasing Entity.

53. Chief Information Officer Approval of Subcontractors

In accordance with Conn. Gen. Stat. § 4d-32, Contractor shall not award a subcontract for work under this Master Agreement without having first obtained the written approval of the Chief Information Officer of the Department of Administrative Services or their designee of the selection of the subcontractor and of the provisions of the subcontract.

54. References to Statutes, Public Acts, Regulations, Codes and Executive Orders

All references in this Master Agreement to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Master Agreement that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Master Agreement, this Master Agreement shall always be read and interpreted as if it contained the most current and applicable wording and

requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Master Agreement at the time of its execution.

55. Large State Contract Representation for Contractor

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

(1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

56. Large State Contract Representation for Official or Employee of State Agency

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

57. Consulting Agreements Representation

Pursuant to Conn. Gen. Stat. § 4a-81, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in Conn. Gen. Stat. § 53a-157b, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of Conn. Gen. Stat. §4a-81.

Consultant's Name and Title _____ Name of Firm (if applicable) _____

Start Date _____ End Date _____ Cost _____

The basic terms of the consulting agreement are:

_____

_____

_____

Description of services provided:

_____

_____

_____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: Name of Former State Agency _____ Termination Date of Employment _____

The parties are executing this Master Agreement on the date below their respective signatures.

UWORK, INC. DBA COVENDIS (CONTRACTOR)

BY: _____

NASPO ValuePoint is in receipt of the Lead State's duly executed master agreement.

Name:

Title:
Duly Authorized

Date: 10/26/2023

STATE OF CONNECTICUT
Department of Administrative Services
Solely for the purposes of acting in its capacity as the Lead State, thereby enabling states, other entities and the Lead State to contract, using this Master Agreement, by executing a Participating Addendum.

BY:

NASPO ValuePoint is in receipt of the Lead State's duly executed master agreement.

Name: Mark Raymond

Title: Chief Information Officer
Duly Authorized

Date: 10/27/2023

MASTER AGREEMENT #: 22PSX0086AD
EXHIBIT A
DESCRIPTION OF DELIVERABLES

I. Description of Services

A. Definitions

1. Annual Volume-Based Rebate

   The product of the Annual Volume-Based Rebate tier percentage in Exhibit B, Price Schedule and the Participating Entity's total annual spend.

2. Contingent Worker

   An individual doing temporary work under a SOW or Purchase Order.

3. Hourly Bill Rate

   A figure equivalent to the NTE Fully Burdened Hourly Base Rate plus the MSP Service Fee and, if applicable, the VMS Service Fee.

4. Maximum Key Performer Premium

   The product of the Maximum Key Performer Premium percentage identified in Exhibit B Price Schedule and the NTE fully burdened hourly base rate, also identified in Exhibit B Price Schedule, for a Contingent Worker meeting or exceeding the key Performance criteria requirements, as set forth in Exhibit F.

5. MSP Service Fee

   The product of the fixed percentage identified in Exhibit B Price Schedule and the NTE fully burdened hourly base rate, also identified in Exhibit B Price Schedule, as compensation to the MSP for management of the supply pool of Contingent Workers. The Contractor's expenses and associated profits shall not be made a part of the MSP service fee.

6. NTE Fully Burdened Hourly Base Rate

   The hourly rate paid to the Contingent Worker including but not limited to, all salary, overhead costs, general and administrative expenses, and profit.

7. Prompt Payment Discount

   The payment made to a Purchasing Entity as a rebate check after receipt of prompt payment in accordance with the prompt payment discount percentage in Exhibit B Price Schedule.

8. Services

   All work associated with the management, recruitment, and onboarding of the supply pool of Staffing Resource Providers, including the provision of reports, assistance, and guidance to the Lead State, Participating Entity, or Purchasing Entity.

9. SOW-Based Fixed Fee

   The fixed fee for a SOW-based project paid in accordance with Section II(C), Pricing Structure, below.

10. Staffing Resource Provider

    Contractor's subcontractor or partner, which at a minimum will be responsible for placing Contingent Workers and handling the corresponding administrative processes, including the coordination of payment to Contingent Workers.

11. Vendor Management System ("VMS")

    Contractor's operational software tool used for the provision and management of Contingent Workers. The VMS is a secure internet-enabled system that automates the requisition, approval, evaluation, engagement, management, reporting, and payment of Contingent Workers and SOW Deliverables.

12. VMS Service Fee

    The product of the fixed percentage identified in Exhibit B Price Schedule and the NTE Fully Burdened Hourly Base Rate, also identified in Exhibit B Price Schedule, as compensation to the MSP for the provision and management of the VMS. The Contractor's expenses and associated profits shall not be made a part of the VMS service fee.

B. MSP Requirements

1. MSP shall provide Services for staff augmentation (hourly-based) and SOW (Deliverable-based) projects. Services shall include, without limitation:
    i. Management of a Contingent Worker network to provide staffing to support each Purchasing Entity, including related time keeping and reporting activities.
    ii. Management of Contingent Worker sourcing while ensuring all rates do not exceed the NTE Fully Burdened Hourly Base Rates in Exhibit B Price Schedule.
    iii. Ongoing administration to support MSP Services.
    iv. Offering a VMS to automate and support staffing in accordance with Section I(D), VMS Requirements.
    v. Collaboration and adherence to requirements in Section I(C), Non-VMS MSP Process if any Purchasing Entity declines to use VMS.
    vi. When applicable, partner with a Purchasing Entity to collaborate and align its MSP Services with third party VMS solution to facilitate VMS activities on behalf of the Purchasing Entity.
    vii. Reporting and on-going support activities as required in Exhibit C Service Level Agreement.
    viii. Identifying ongoing opportunities for additional savings throughout the Term.
    ix. Processing Purchasing Entity requisitions.
2. Contractor shall provide an account manager to interact with Purchasing Entity. Such account manager shall be familiar with this Master Agreement and be prepared to handle all service issues and billing inquiries as instructed by the Purchasing Entity. The account manager shall be available on Business Days between 7 a.m. and 5 p.m. Eastern Standard Time ("EST"). The account manager shall:
    i. Monitor the assignment of tasks to Contingent Workers.
    ii. Track performance and progress of the Contingent Workers to completion of the assigned projects and notify the Purchasing Entity of the degree of likelihood that a project will not be completed.
    iii. Monitor the quality of services delivered.
    iv. Address any personnel issues that arise relating to the Contingent Workers.

v. Sign-off on all completed work as evidence of a warranty that Contractor Performed fully and submit an invoice to the Purchasing Entity in accordance with the SOW.

vi. Provide all documentation required by Purchasing Entity to substantiate invoice amounts submitted.

C. VMS Requirements

1. Contractor shall provide an operational VMS that is configured to meet the needs of the Lead State and each Participating Entity and Purchasing Entity. The VMS will be operational until the expiration of the Term or the satisfactory completion of the Performance in accordance with a duly issued SOW, whichever occurs later, and must follow the National Institute of Standards and Technology ("NIST") 800-series guidelines. Contractor shall maintain Security Operation Center ("SOC") compliance in reportability, availability, confidentiality, and privacy throughout the Term.
2. Contractor shall provide Purchasing Entity with use and access of the VMS within two (2) weeks of a Participating Addendum's effective date or a Purchasing Entity's request.
3. The VMS shall provide the processes, components attributes, and functionality described below:
    i. Option for on-Site account management and training of staff as required by Purchasing Entity.
    ii. Support both the staff augmentation (hourly-based) program and SOW (Deliverable-based) projects.
    iii. Electronic SOW completion, approval, and transmission to Contractor.
    iv. SOW distribution to Staffing Resource Providers for Contingent Worker availability and cost savings.
    v. Contingent Worker staffing search, recruitment capabilities, resume submission, review, verification, and selection capabilities.
    vi. Contingent Worker ranking methodologies and capabilities.
    vii. Timekeeping, invoicing, validation, and oversight of submitted time.
    viii. Reporting capabilities for both standard and ad hoc reports, as requested by the Purchasing Entity.
    ix. On-line search and query functions.
    x. Tracking, monitoring, and management of Contingent Worker staffing and Contractor Performance.
    xi. Capture and manage spend under the Master Agreement and PA.
    xii. Other capabilities related to Contractor's available Services as the Purchasing Entity may request, within the scope of the Master Agreement.
    xiii. Configuration, scalability, and flexibility to meet Purchasing Entity needs.
    xiv. Maintain active links to contractual position titles and pricing.
4. The VMS must have the capability to receive staffing and project requirements from the Purchasing Entity and provide those requirements to the Staffing Resource Provider;

review, rate, and filter the candidates or proposals from the Staffing Resource Provider; send the highest rated candidates and proposals to the Purchasing Entity; capture timesheet information; and accurately invoice the Purchasing Entity.

D. NON-VMS MSP Process

1. Contractor shall support any Purchasing Entity that declines to use a VMS and shall collaborate with Purchasing Entity to determine the following:
    i. Transmission methods for requisitions, data, and related information.
    ii. Requirements for non-VMS MSP Services.
    iii. Purchasing Entity approved workflows of the processes below. Workflows must be created and provided to Purchasing Entity at no additional cost. All approved workflows and supporting project information shall be included in a SOW or Purchase Order.
    iv. Purchasing Entity approved workflows to include:
        a. Option for on-Site account management and training of staff as required by Purchasing Entity.
        b. Allowance and support of both the staff augmentation (hourly-based) program and SOW (Deliverable-based) projects.
        c. SOW completion, approval, and transmission to Contractor.
        d. SOW distribution to Staffing Resource Providers for Contingent Worker availability and cost savings.
        e. Contingent Worker staffing search, recruitment capabilities, resume submission, review, verification, and selection capabilities.
        f. Contingent Worker ranking methodologies and capabilities.
        g. Timekeeping, invoicing, validation of submitted time and oversight of such.
        h. Contractor provided reporting for both standard and ad hoc reports pursuant to Purchasing Entity request.
        i. Tracking, monitoring, and management of Contingent Worker staffing and Contractor Performance.
        j. Capture and manage spend under the Master Agreement and PA.
        k. Other capabilities related to Contractor's available Services as the Purchasing Entity may request.

E. Staff Augmentation (Hourly-Based)

1. Contractor shall provide Contingent Workers at hourly rates in accordance with Exhibit B Price Schedule to augment Purchasing Entity staffing needs. Contractor shall manage an ongoing, open enrollment for staff augmentation Staffing Resource Providers. The Staffing Resource Providers, through the Contractor's VMS, if applicable, shall propose Contingent Workers that meet Purchasing Entity requirements.
2. The following is the anticipated staff augmentation (hourly-based) process. Participating

Entity or Purchasing Entity may outline a different staff augmentation (hourly-based) process or establish different requirements in a PA, SOW, or Purchase Order.

i. Purchasing Entity may request Contingent Worker(s) through requisition.

ii. Contractor shall provide at least three (3) screened, qualified Contingent Worker resumes to Purchasing Entity within three (3) Business Days of receipt of the request.

iii. Purchasing Entity may conduct skills assessments via phone interviews, face-to-face interviews, capabilities test, etc. with the Contingent Worker(s) they choose from the resumes provided by Contractor.

iv. If the Purchasing Entity determines a Contingent Worker does not meet the skill requirement of the position after a skills assessment, the Purchasing Entity may reject the Contingent Worker and request additional resumes for review and consideration.

a. If after additional resumes are provided, none meet the requirements as stated in the request and clarified in the re-order process, Purchasing Entity shall notify Contractor and the Participating Entity's contract coordinator.

v. Once the Contingent Worker is selected, Purchasing Entity shall issue a Purchase Order to Contractor.

vi. Contractor shall manage all necessary preparation and on-boarding processes, including background checks, prior to placement at no additional cost to Purchasing Entity.

vii. Contractor shall complete time reporting, invoicing, Staffing Resource Provider payment, off-boarding, customer satisfaction surveys, and Contingent Worker replacement.

viii. Purchasing Entity shall direct the Contingent Worker's duties, responsibilities, and work.

a. If a Contingent Worker begins work for Purchasing Entity and the Purchasing Entity determines within the first five (5) Business Days that the Contingent Worker does not have the skills or capabilities necessary to complete the job as requested in the original requisition, Purchasing Entity may request that the Contingent Worker be replaced immediately, and Purchasing Entity shall not pay for the work conducted by that Contingent Worker. The replacement Contingent Worker shall be provided to Purchasing Entity at no charge for the first (5) five Business Days of work.

F. SOW (Deliverable-Based)

1. Contractor shall:

i. Provide Contingent Workers in accordance with Purchasing Entity SOW. The SOW (Deliverable-based) process will provide access to milestone and fixed-price Deliverable-based work.

ii. Upon Purchasing Entity request, assist with the preparation of a SOW defining the requirements, Deliverables, and milestones of the effort.

2. Process:

    i. The following is the anticipated SOW (Deliverable-based) process. Participating Entity or Purchasing Entity may outline a different SOW (Deliverable-based) process or establish different requirements in a PA, including a SOW (Deliverable-based) project monetary cap. Exhibit E Sample SOW is included for convenience purposes and may be used by the Purchasing Entity as needed.

        a. Purchasing Entity will submit in writing a SOW to Contractor via the VMS or otherwise electronically.

        b. For all SOWs, Contractor shall deliver either a minimum of three (3) project quotes from the Contingent Worker network, or written justification that the Contingent Worker network is unable to deliver a project quote. Written justification must state the reason for the non-submission, which may include, but is not limited to, lack of available qualified resources during the anticipated project timeframe. Contractor shall deliver all received project quotes within twenty-four (24) hours of the established SOW deadline.

            Purchasing Entity shall be the sole determinant as to whether the written justification provided for non-submission is sufficient and may request the Contractor to provide additional written justification.

        c. Purchasing Entity will receive proposed Contingent Workers for work under the SOW from the Contractor.

        d. The Purchasing Entity may interview the proposed Contingent Workers. The Purchasing Entity may negotiate with the Contractor for the assignment of the best Contingent Worker(s) for the SOW.

        e. Contractor shall receive Purchase Order(s) from the Purchasing Entity, and simultaneously, Contractor shall finalize the agreement with the selected Contingent Worker.

        f. Payments shall be based on acceptance of Deliverables and project milestones.

        g. Contractor shall track timing and Deliverables, ensuring change orders are created to reflect any change in project scope and timeline.

3. SOW Requirements:

    i. The SOW will describe the Purchasing Entity's requirements, Deliverables, and as applicable, expected outcome(s) and timeframe(s) for Performance and reports, project milestone schedule, summaries, recommendations, and diagrams required by the Purchasing Entity. The SOW will include but not be limited to, the following:

        a. Required Contingent Worker qualifications, experience, education, and technology knowledge.

        b. Purchasing Entity identified Deliverables, Services, and requirements to be Performed.

        c. Associated timeline or implementation for the Deliverables to be Performed.

        d. Purchasing Entity requirements for fingerprint-supported criminal history

background checks, and other background checks, as applicable.

e. The hours of work, the Site, the schedule, and the project administrator.

f. If the Contingent Worker will have access to Confidential Information and any process requirements associated with Confidential Information.

g. Purchasing Entity requirements for documentation and reporting requirements (e.g., reports, manuals, analysis, or other documentation as identified by the Purchasing Entity).

h. Applicable technical standards required by the Purchasing Entity.

i. Purchasing Entity's policies and procedures.

j. Evaluation, testing, and acceptance requirements.

k. Cost of the Deliverables in accordance with Exhibit B Price Schedule and a payment schedule for same.

l. Position Title and name of Contingent Workers Performing under the SOW.

m. Support and maintenance obligations, if required by the Purchasing Entity.

n. Key performer criteria worksheet or equivalent attached, when applicable.

ii. Deliverable-based work may include the following project phases:

a. Project initiation and planning.

b. Project development.

c. Project implementation.

d. Marketing and advertising.

e. Outreach.

f. Training and knowledge transfer.

g. Documentation.

h. Project closeout, to include post implementation support.

4. Project Quote:

i. Contractor shall provide project quote(s) with the following included:

a. A high-level overview of how Contingent Worker (1) meets the SOW requirements and (2) can provide the Deliverables requested in the SOW.

b. A project work plan that accomplishes the project within the Purchasing Entity's specified timeframe, detailing all tasks to be performed. This work plan shall include a complete staffing and onboarding plan, showing Contingent Worker certifications along with indications of any and all Purchasing Entity personnel effort required to complete the project.

1) The same Contingent Worker may be simultaneously engaged to

perform services under multiple project SOWs.

2) Contractor shall ensure Contingent Worker meets all requirements in accordance with Section I(G),Minimum Qualifications of Positions below and Exhibit B, Price Schedule.

c. Any assumptions on which the project quote is based cannot conflict with or seek to delete the terms and provisions of this Master Agreement. In the event of a conflict, the Master Agreement shall prevail. Contractor shall not include its own terms and conditions as a part of any project quote.

d. A firm, fixed total price that covers all costs, including, but not limited to, manpower, administrative fees, and travel, to accomplish the project. This total price must be the maximum amount of compensation that can be paid to Contractor under the SOW. The total price and associated cost item(s) must meet the following:

1) The cost item(s) submitted must correspond exactly to the cost item(s) format included in the SOW.

2) Contractor must enter costs for all requested cost item(s). Contractor must not leave a cost item blank. Contractor must enter zero if Contractor does not intend to charge Purchasing Entity for a listed cost item.

3) The total price must be less than any monetary cap established in the applicable PA or the SOW.

e. Other information as required by the SOW.

5. Project Quote Evaluation:

i. Purchasing Entity will review the submitted project quotes, comparing each project quote to the SOW requirements.

ii. Purchasing Entity may request written clarification of the project quote during the review process.

iii. Purchasing Entity may choose the Contingent Worker through the VMS or via the agreed upon non-VMS process.

iv. A project quote that is untimely or fails to contain all elements set forth in this Master Agreement may, in the sole discretion of the Purchasing Entity, be deemed non-compliant.

v. Purchasing Entity may cancel the SOW if no project quotes meeting the SOW requirements are received.

6. Purchase Order Instructions:

i. Purchasing Entity may issue a Purchase Order once Purchasing Entity identifies the most advantageous project quote, based on its review of the specifications, requirements, pricing, and timelines.

G. Minimum Qualifications of Positions

1. All Contingent Workers placed from the positions identified in Exhibit B Price Schedule shall possess at a minimum the following qualities:

i. Knowledge, skill set, education, experience, and qualifications for the position title.

ii. Proficiency in Microsoft Office Suite, to include but not be limited to, Microsoft Word, Excel, PowerPoint, and Outlook.

iii. Effective oral and written communication skills.

iv. Effective interpersonal skills.

v. Ability to work independently or in a team environment.

vi. A high degree of professionalism in the production of Deliverables and in interactions with fellow employees and Purchasing Entity's personnel.

2. Contractor's staffing resources shall include qualifications of the available individual who meet at a minimum, the Purchasing Entity's requested requirements for the position title and SOW.

3. The lowest hourly rate for the position title and commensurate level of expertise, experience, and education within the job position description must be considered first.

4. The requesting Purchasing Entity shall make the final decision for each contingent service request based on the factors deemed appropriate by the Purchasing Entity, including the SOW, resumes submitted, and cost.

5. Contractor shall ensure that Contingent Workers have the necessary qualifications to Perform the services set forth in the job posting, position title, and SOW.

6. Contractor shall ensure that all information provided by Staffing Resource Providers and Contingent Workers in connection with Contractor's consideration of a proposed Contingent Worker and providing services to Purchasing Entity, including but not limited to, previous employers, educational records, references, and background check results is true and accurate.

H. Rebates, Discounts, and Maximum Key Performer Premium

1. Annual Volume-Based Rebate.

   Contractor shall provide Participating Entity the Annual Volume-Based Rebate as a rebate check within thirty (30) Business Days preceding the annual anniversary of the Effective Date each year during the Term. The rebate check amount shall be calculated by applying the Annual Volume-Based Rebate tier percentage in Exhibit B Price Schedule, based on the Participating Entity's total annual spend. Participating Entity's total annual spend shall be tracked in Contractor's VMS and may be adjusted as required by Participating Entity.

2. Prompt Payment Discount.

   Contractor shall provide a Prompt Payment Discount to Purchasing Entity as a rebate check within ten (10) Business Days after receipt of prompt payment. The Prompt Payment Discount percentage shall be determined by the payment period in Exhibit B Price Schedule.

3. Maximum Key Performer Premium.

   Contractor shall provide a Maximum Key Performer Premium to Purchasing Entity that may be applied by written mutual agreement between the Contractor and Purchasing Entity to the NTE Fully Burdened Hourly Base Rate for a Contingent Worker meeting or

exceeding key Performance criteria requirements. Key Performance criteria must be mutually agreed upon, in writing, by Contractor and Purchasing Entity. Written mutual agreement must be included with the applicable SOW and/or Purchase Order. Exhibit F, Maximum Key Performer Worksheet is provided as a sample that may be used to demonstrate mutual agreement between the Contractor and Purchasing Entity.

I. Replacement of Contingent Worker

1. If a Contingent Worker performing work for a Purchasing Entity separates from Contractor's employment for whatever reason, Contractor shall notify the Purchasing Entity in writing within one (1) Business Day after Contractor becomes aware of said Contingent Worker's departure.
2. At the discretion and request of Purchasing Entity, Contractor shall replace any Contingent Worker, with an equally or more experienced Contingent Worker. Contractor shall submit to the Purchasing Entity, no later than two (2) Business Days after the removal of a Contingent Worker, the estimated cost, based on the Hourly Bill Rate in accordance with Exhibit B, Price Schedule and estimated duration of the proposed replacement Contingent Worker and such other information as the Purchasing Entity may request for review prior to having the Contingent Worker begin to Perform. Contractor shall arrange for orderly and timely transfer of knowledge related to the Contingent Workers assignment(s), as applicable.
3. Upon receipt of written notice of replacement or removal of the Contingent Worker, the Contractor shall immediately work with the Purchasing Entity to re-direct the Contingent Worker's duties relative to the Purchasing Entity in accordance with the requirements of the notice. Contractor shall, if requested, deliver to the Purchasing Entity all records as may have been accumulated by the Contingent Worker in performing under the Master Agreement, whether completed or in progress.
4. If Contractor's provided Contingent Worker fails to Perform or is found to lack the basic skills for which she/he was selected, or the Contractor dismisses any Contingent Worker prior to the end date specified in the Purchase Order and/or SOW, the Purchasing Entity shall receive a credit based upon the following:
    i. A ten (10%) percent credit will be applied to the Purchase Order and provided by the Contractor to the Purchasing Entity for a Contingent Worker that Performed work for a minimum of sixteen (16) Business Days.
    ii. No credit will be provided by the Contractor to the Purchasing Entity for a Contingent Worker that Performed work for a minimum of fifteen (15) Business Days.

J. Pre-existing contractor and Contingent Worker(s) Transition Requirements

1. To the extent that existing contractors are in place within a state, Contractor shall assist Purchasing Entity in transitioning then existing Contingent Workers to Contractor's VMS at no additional cost to Purchasing Entity.
2. Contractor shall provide Purchasing Entity the following options to retain Contingent Workers performing work under a preexisting SOW and Purchase Order at the time of the Effective Date.
    i. Onboarding existing Contingent Workers with the then existing bill rate and at no additional expense to Purchasing Entity.

ii. Provide Purchasing Entity the option to maintain the Contingent Workers under a preexisting SOW and/or purchase order.

K. Relationship of Contractor, Contingent Workers, and Purchasing Entity

1. Contractor and the Contingent Worker do not constitute employees of Purchasing Entity and shall not be eligible for any compensation, pension, health care, or other similar benefits to which an employee may be eligible to receive, regardless of the duration of the Contingent Workers working relationship with Purchasing Entity or any similarity, intentional or otherwise, to an existing Purchasing Entity classified job description.
2. Contractor and Contingent Worker shall identify themselves as Contractor and shall include such designation as part of their email signature.
3. Purchasing Entity shall communicate to any relevant parties that Contractor or Contingent Worker is serving in a consulting capacity and is not a Purchasing Entity employee.
4. If Purchasing Entity determines it is in its best interest to hire or convert the Contingent Worker of the Contractor to a state employee or to a state designated payroll provider, Contractor shall release Contingent Worker from any non-compete agreements that may be in effect at no cost to the Purchasing Entity or Contingent Worker.

II. Additional Terms and Conditions

A. Background Check Requirements

1. Prior to submitting a resume to Purchasing Entity in response to a SOW, Contractor shall obtain a background check for all its Contingent Workers who are the subject of that SOW consisting of two (2) years of the following background checks:
    i. Employment verification: Verification includes dates of employment, reasons for leaving and an explanation for any periods of unemployment. Contractor shall ensure that the candidate worked:
        a. All positions listed on the application or resume that qualify the individual for the position sought; and
        b. All employment two (2) years immediately preceding the application.
    ii. Employment eligibility check: Verification authorization that the candidate can work within the U.S.
    iii. Reference check: Contractor shall contact and verify the references provided by the candidate.
    iv. Past employment check: Contractor shall conduct and complete interviews with the candidate's past supervisors.
2. Each Contingent Worker must pass the background check prior to placement under the Master Agreement. Additional background checks, if requested by the Purchasing Entity, may be included in a SOW. A Contingent Worker shall be deemed not qualified as a candidate for placement if any one or more background checks return contradictory, adverse, or undesirable responses, as determined by the Purchasing Entity.
3. Contractor shall pay all fees associated with obtaining and completing a background check.

4. Contractor shall maintain a record of current background checks as well as United States ("U.S.") Citizenship and Immigration Service Form I-9, Employment Eligibility Verification issued by the U.S. Department of Homeland Security and U.S. Citizenship and Immigration Service supporting each Contingent Workers authorization for employment in the U.S. The Lead State, Participating Entity and Purchasing Entity shall have the right to audit these documents.

5. A Purchasing Entity may require Contractor to complete additional background checks consisting of two (2) years of the background checks below, in addition to any other checks that the Purchasing Entity may require. All additional testing shall be at the Contractor's expense. Contractor shall cooperate fully as requested by Purchasing Entity in connection with such background checks or testing.

    i. Educational verification: Telephone contact or written verification ensuring that the candidate possesses all educational credentials on application and resume.

    ii. License verification: Confirmation that the candidate possesses all licenses listed on application and resume, or otherwise necessary for position, and determination of the disposition of any proceedings against a license.

    iii. Tax payment check: Verification that a candidate is current in payment of state and federal taxes.

    iv. Criminal history check: Criminal records check in jurisdictions where the candidate has lived and worked to determine any criminal history.

    v. Sex Offender Registry: Criminal Justice Institute's Sex and Violent Offender Directory database check to determine if candidate has ever been convicted of certain sex and violent crimes.

    vi. Court records check: Civil and criminal court records check in jurisdictions where the candidate has lived and worked to determine any criminal history or civil judgments.

    vii. Federal Criminal History Records Information ("CHRI") check: Nationwide criminal history database check.

    viii. Additional verification or testing as may be required related to pandemic situations such as Coronavirus disease.

    ix. Additional verification, checks or testing as may be required by the Purchasing Entity.

B. Delivery

1. Delivery shall be per the Master Agreement, the Participating Entity's PA, and the Purchasing Entity's Purchase Order and/or SOW.

2. Master Agreement number and Purchase Order number must be clearly shown on all acknowledgments, shipping labels, packing slips, and invoices. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor shall follow Purchasing Entity's policies, and procedures regarding the ordering of Services and Deliverables under the Master Agreement. All communications concerning administration of orders placed will be furnished solely to the individual(s) identified in writing by Purchasing Entity.

C. Pricing Structure

1. Contractor will be compensated based on (i) the NTE Fully Burdened Hourly Base Rate or SOW-Based Fixed Fee, (ii) the MSP Service Fee, and (iii) when applicable, the VMS Service Fee. Contractor will retain the MSP Service Fee percentage and, when applicable, the VMS Service Fee percentage, while the remainder is paid by Contractor to its Contingent Worker(s).
2. Prices listed in Exhibit B, Price Schedule, shall remain firm for the duration of the Master Agreement.
3. Contractor shall pay NASPO ValuePoint a NASPO ValuePoint Administrative Fee in accordance with Exhibit D NASPO ValuePoint Provisions.
4. The NTE Fully Burdened Hourly Base Rate used by Purchasing Entity for Services will be selected based on the jurisdiction of the Purchasing Entity and where Services are being Performed.
5. Contractor shall not assess percentage markup(s) on authorized expenses (e.g., travel, education, etc.) and shall only assess percentage markup(s) on billable hours worked by Contingent Worker(s).
6. Contractor shall invoice Purchasing Entity directly for work Performed only. Contractor shall not delay payment to Staffing Resource Providers based on Purchasing Entity's payment of invoice.
7. Staff Augmentation (Hourly-Based) Pricing.

   The payment schedule for staff augmentation (hourly-based) work shall be based on the contractual NTE Fully Burdened Hourly Base Rate, Service fees and the number of hours of work Performed. Invoices may be submitted by the Contractor on a mutually agreed upon schedule (e.g. bi-weekly or monthly). No invoice will be approved without hourly rates, the number of hours worked for that period, and the name of the Contingent Worker. Additional invoice information may be required per the Purchasing Entity.
8. SOW (Deliverable-Based) Pricing.

   The payment schedule for SOW (Deliverable-based) projects shall be tied to specific dates, Deliverables, and the NTE Fully Burdened Hourly Base Rate and Service fee(s). For all SOW-based work, the amount charged to Purchasing Entities will be paid upon Acceptance of Deliverables and shall not exceed the quoted flat, fixed fee, regardless of the number of hours quoted or expended. Invoices may be submitted by Contractor on specific dates based on the completion and Acceptance of related Deliverables. No invoice will be approved unless the associated Deliverables have been Accepted, and the invoice details hourly rates for each Contingent Worker. Purchasing Entity will select one of the following SOW methodology options and will include that methodology in the SOW for a particular project.

   i. Option 1 - Firm Fixed Price. A firm fixed price method sets a flat fee for all Services to be performed and is not subject to any price adjustment(s). Each Deliverable must be identified by line item and the cost specified in the SOW.

   ii. Option 2 - Firm Fixed Price with Incentive. A firm fixed price with incentive is the same pricing method as the firm fixed price in Option 1, plus an incentive that if met, results in payment of additional monies to the Contractor. Under this pricing methodology, the firm fixed price will be set forth as described in Option 1 and the SOW will state that a specified, detailed incentive is

available. The SOW will set forth how the incentive criteria is quantified. The incentive payment may be set out as a fixed amount or a percentage of the firm fixed price. If the incentive payment is based on a percentage of the value of the SOW, the value of the SOW used must exclude Contractor's out-of-pocket costs and other costs being passed through to Purchasing Entity. If the amount for out-of-pocket costs is unknown at the time that the SOW is executed, then the SOW must describe how out-of-pocket costs are calculated.

D. Billing Requirements

1. Contractor shall submit billing to the Purchasing Entity at such frequency as mutually agreed upon.
2. Minimally, billing must include the following:
    i. Contractor federal tax identification number
    ii. Purchase Order number
    iii. Contingent Worker(s) name and position
    iv. Total hours worked
    v. NTE Fully Burdened Hourly Base Rate for applicable position title
    vi. SOW-Based Fixed Fee, when applicable
    vii. MSP Fee
    viii. VMS Fee, when applicable
3. Contractor shall bill the Purchasing Entity in increments not exceeding one fourth (1/4) of an hour for the work of the Contingent Worker.
4. Contractor shall require the Contingent Worker to work the hours and schedule approved by the Purchasing Entity. All time worked will be subject to verification by the Purchasing Entity. Contractor shall keep true and accurate records of the time worked. Purchasing Entity and Contractor shall make reasonable efforts to accommodate schedule changes with a minimum of ten (10) Business Days' prior notice.
5. Unless otherwise previously approved in writing by the Purchasing Entity, Contractor shall pay the costs and expenses of a Contingent Worker attending or otherwise participating in training events.
    i. Contingent Workers shall not attend training courses at the expense of the Purchasing Entity, unless such courses are in the best interests of the Purchasing Entity and training is included within the approved SOW. If training is included in a SOW and if the Contingent Worker leaves or is assigned elsewhere within six (6) months of the training date, then the Contractor shall credit the Purchasing Entity for all or a portion of the costs and expenses of the training of those Contingent Workers. Credit must be pro-rated based on post-training time in position title.
6. Unless otherwise previously approved in writing by the Purchasing Entity, Contractor shall be responsible for all costs and expenses associated with the transportation of Contractor's personnel and Contingent Workers and their possessions, or travel time to and from Purchasing Entity site. Contractor may be reimbursed of travel expenses

incurred only if the expenses were authorized in writing by Purchasing Entity before travel is arranged or occurs. Payments may not exceed the state's most current state managerial expense rate.

7. Contractor shall not invoice Purchasing Entity for any upward reclassification or increased wages of a Contingent Worker during the term of the SOW unless the Maximum Key Performer Premium has been applied by written mutual agreement between the Contractor and Purchasing Entity in a SOW and/or Purchase Order. Revisions to the SOW regarding position title, level of experience, or responsibilities of the Contingent Worker must be within the scope of the initial SOW and must be made in writing by the Purchasing Entity to the Contractor.
8. Overtime shall be any time worked over forty (40) hours in one (1) standard week, Monday through Friday. Overtime must be approved in writing by the Purchasing Entity prior to overtime occurring. If overtime is authorized by the Purchasing Entity, overtime will be paid as mutually agreed upon but must not exceed 1.5 times the applicable NTE Fully Burdened Hourly Base Rate.

E. Wages

Unless otherwise provided by law or regulation, Contractor shall pay Contingent Worker such applicable minimum wage rates as required by law or regulation, including paying any increases as of the effective date of such increases.

F. Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

When electronic health records are a part of a transaction, Purchasing Entity shall include its HIPAA requirements in the PA or as applicable, in a SOW.

MASTER AGREEMENT #: 22PSX0086AD
EXHIBIT B
PRICE SCHEDULE

Exhibit B Price Schedule is incorporated as a separate Microsoft Excel document.

MASTER AGREEMENT #: 22PSX0086AD
EXHIBIT C
SERVICE LEVEL AGREEMENT and MAINTENANCE AND SUPPORT

A. Performance Metrics Tracking Report

1. Contractor shall generate and submit to each Participating Entity in the format outlined in Attachment 1 to this Exhibit C, an electronic performance metrics tracking report ("PMTR") showing transactions with all Purchasing Entities as follows:
    a. Monthly PMTR for staff augmentation (hourly-based) Services; and
    b. A PMTR at the conclusion of a project for SOW (deliverable-based) Services.

2. Contractor shall simultaneously input each month's PMTR into its VMS. Participating Entities shall be granted access to the VMS to review historical PMTRs.

3. Contractor shall generate and email the first PMTR to Participating Entity within forty-five (45) Business Days of the first Purchase Order or SOW issued by a Participating Entity's Purchasing Entity.

4. Participating Entity shall review the submitted PMTRs throughout the Term and may contact Contractor with any concerns. Reviews must be based on, at minimum, the following:
    a. Contractor's ability to meet or exceed the metrics.
    b. Feedback received from Purchasing Entities regarding Contractor's Performance.

B. Monthly Scorecard

1. Contractor shall generate and email a monthly scorecard to the Lead State in the format outlined in Attachment 2 to this Exhibit C ("Scorecard"). The Scorecard must include a summary of the PMTRs for all Participating Entities.

2. Contractor shall also input each Scorecard monthly into its VMS. The Lead State shall be granted access to the VMS to review, revise in accordance with B.4 below, and download all Scorecards.

3. Contractor shall submit its first Scorecard within two (2) Business Days after the submittal of the first PMTR to a Participating Entity. The following month and every month during the Term, Contractor shall submit the Scorecard to the Lead State and into Contractor's VMS by the fifth (5) Business Day of each month.

4. The Lead State may add feedback received from Participating Entities into the Scorecard concerning any aspect relative to Performance.

5. Contractor shall, at Lead State's request, meet quarterly for discussions. These discussions may focus on current market suggestions for the Lead State's, Participating Entities' or Purchasing Entities' Master Agreement use, participation, assistance, marketing and/or feedback and may include Lead State partners including but not limited to NASPO ValuePoint.

C. PMTR and Scorecard Back Up

1. Contractor shall, no later than five (5) Business Days after receiving a written request from the Lead State, deliver to the Lead State any back up data used to generate PMTR(s) or Scorecard(s).

D. PMTR Service Level Credit Assessment

1. If any PMTR does not meet the minimum metrics, Participating Entity shall notify Contractor in writing electronically that a PMTR did not meet the minimum metric thresholds.
2. If after two (2) consecutive months and the receipt of two (2) written notices the metric thresholds set forth in the PMTR are not met, Contractor shall credit the Purchasing Entity affected in the amount equal to ten (10%) percent of the Purchasing Entity's next invoice amount.
    a. If Purchasing Entity terminates the SOW, or the SOW expires prior to the next payment, then Contractor shall pay Purchasing Entity the amount of the service level credit owed within thirty (30) days of Purchasing Entity's written notice to Contractor. The ten (10%) percent service level credit shall be calculated based on Purchasing Entity's most recent invoice associated with the submittal of the written notice.

E. VMS On-Going Support

1. Contractor shall provide VMS on-going support twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year ("24/7/365"), pursuant to the table below.

Support Description	24/7/365
Unlimited Telephone Technical Support	√
Two Hour Telephone Response Time	√
Remote Dial-in Analysis	√

2. Help Desk: Contractor shall provide a toll-free telephone number and email address which Lead State, Participating Entity and/or Purchasing Entity can use to report technical VMS issues or requests for service. The toll-free telephone number will be a direct contact line to Contractor support or help desk. Contractor help desk shall provide knowledgeable and trained personnel capable of answering and resolving VMS support and technical problems. The help desk personnel shall be able to answer "how to" type questions about the VMS.

3. Contractor shall resolve all VMS issues and requests for service, within twenty-four (24) hours of receipt of the email or telephone request. If more than one request is reported to the Contractor, Participating Entity or Purchasing Entity shall determine the priority of the requests.

MASTER AGREEMENT #: 22PSX0086AD
EXHIBIT C
SERVICE LEVEL AGREEMENT
Attachment 1 - Overall Performance Metrics Tracking Report ("PMTR")

Participating Entity: INPUT PARTICIPATING ENTITY

Metric	Target	Description	TOTAL RESULT	Pass/Fail?
Staff Augmentation (Hourly-Based) Process, monthly PMTR				
Requisition Confirmation Response time	95% or higher	Measures average response time from receipt of request to confirmation of request receipt.		
Resume Submittal Response time	95% or higher	Measures average response time from receipt of request to delivery of first candidate's resume.		
Normal Fill Rate	95% or higher	Measures Contractor's ability to satisfactorily fulfill requisitions: Indicates how many requisitions are open.		
Normal Round 1 Fill Rate	85% or higher	Measures Contractor's ability to satisfactorily fulfill requisitions within first round of resumes submitted to requestor (normal requisitions).		
Urgent Flagged Submittal Response Time	95% or higher	Measures average response time from receipt of URGENT request to delivery of first candidate's resume.		
Urgent Fill Rate	95% or higher	Measures Contractor's ability to fulfill URGENT requisitions: Indicates how many requisitions are open.		
Urgent Round 1 Fill Rate	93% or higher	Measures Contractor's ability to satisfactorily fulfill URGENT requisitions within first round of resumes submitted to requestor (normal requisitions).		
Attrition Rate	8% or lower	Measures resource turnover due to unplanned situations that are not caused by the Purchasing Entity, not including inadequate performance, death, serious illness, etc.		
Performance Removal	5% or lower	Measures resource turnover due to inadequate resource performance.		
Offering Opportunity to the Network	35% or higher	Measure of number of resource resumes provided to Purchasing Entity after requisition are from the Contractor's subcontractor network.		
Usage of Network	93% or higher	Measure of how many subcontractor resources are selected by the Purchasing Entity.		
SOW (Deliverable-Based) Process PMTR				
Project Deliverables, Services and Requirements	100%	Measures if Contractor achieves all project deliverables, services and requirements in SOW.		
Project Timeline for Deliverables and Services in Implementation Schedule	95% or higher	Measures if Contractor meets timeline dates for deliverables and services in implementation schedule in SOW.		
Documentation and Reporting Requirements	95% or higher	Measures if Contractor provides to Purchasing Entity all documentation and reporting requirements (e.g. reports, manuals, analysis or other documentation) in SOW.		
Evaluation, Testing and Acceptance	95% or higher	Measures if deliverables and/or services pass evaluation, testing and acceptance requirements as detailed in SOW.		

Purchasing Entity: INPUT PURCHASING ENTITY

Metric	Goal	Target	Description	Calculation/Measurement Attributes		%	Target Achieved
				Actual		Result	1 = Yes, 0 = No
Staff Augmentation (Hourly-Based) Process, monthly PMTR							
Requisition Confirmation Response time	4 business hours	95% or higher			Total number of requisitions received at month end		
Resume Submittal Response time	4 business days	95% or higher			Total number of requisitions received at month end		
Normal Fill Rate	N/A	95% or higher			Total number of requisitions received at month end		
Normal Round 1 Fill Rate	N/A	85% or higher			Total number of positions filled at month end		
Urgent Flagged Submittal Response Time	2 business days	95% or higher			Total number of URGENT requisitions received at month end		
Urgent Fill Rate	N/A	95% or higher			Total number of URGENT requisitions received at month end		
Urgent Round 1 Fill Rate	N/A	93% or higher			Total number of URGENT positions filled at month end		
Attrition Rate	N/A	8% or lower			Total number of resources at month end		

Metric	Goal	Target	Description	Calculation/Measurement Attributes		%	Target Achieved
				Actual		Result	1 = Yes, 0 = No
Performance Removal	N/A	5% or lower			Total number of resources entering time at month end		
Offering Opportunity to the Network	N/A	35% or higher			Total number of resumes provided to the Purchasing Entity at month end		
Usage of Network	N/A	93% or higher			Total number of resources selected at month end		
SOW (Deliverable-Based) Process PMTR							
Project Deliverables, Services and Requirements	N/A	100%			Total number of project deliverables, services, requirements in SOW		
Project Timeline for Deliverables and Services in Implementation Schedule	N/A	95% or higher			Total number of date targets for deliverables and services in implementation schedule in SOW		
Documenation and Reporting Requirements	N/A	95% or higher			Total number of documentation and reporting requirements in SOW		
Evaluation, Testing and Acceptance	N/A	95% or higher			Total number of evaluation, testing and acceptance requirements for deliverables and/or services in SOW.		

MASTER AGREEMENT #: 22PSX0086AD
EXHIBIT C
SERVICE LEVEL AGREEMENT
Attachment 2 - Scorecard

Contractor Name: uWork, Inc. dba Covendis

Metric	PARTICIPATING ENTITY				
	Participating Entity 1	Participating Entity 2	Participating Entity 3	Participating Entity 4	Participating Entity 5
Staff Augmentation (Hourly-Based) Process, monthly Scorecard					
Requisition Confirmation Response time					
Resume Submittal Response time					
Normal Fill Rate					
Normal Round 1 Fill Rate					
Urgent Flagged Submittal Response Time					
Urgent Fill Rate					
Urgent Round 1 Fill Rate					
Attrition Rate					
Performance Removal					
Offering Opportunity to the Network					
Usage of Network					
PARTICIPATING ENTITY FEEDBACK:					
SOW (Deliverable-Based) Process Scorecard					
Project Deliverables, Services and Requirements					
Project Timeline for Deliverables and Services in Implementation Schedule					
Documentation and Reporting Requirements					
Evaluation, Testing and Acceptance					
PARTICIPATING ENTITY FEEDBACK:					

MASTER AGREEMENT #: 22PSX0086AD
EXHIBIT D
NASPO ValuePoint Provisions

1. **Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section 5 of the Master Agreement and this Exhibit D are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

2. **Administrative Fees**

   a. **NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

   b. **State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

3. **NASPO ValuePoint Summary and Detailed Usage Reports**

   a. **Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

   b. **Summary Sales Data.** "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

   c. **Detailed Sales Data.** "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

   d. **Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to

NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

e. **Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

4. **NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review**

   a. **Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

   b. **Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

   c. **Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

   d. **Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

   e. **Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5. **Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon,

including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

6. **Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

7. **Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

MASTER AGREEMENT #: 22PSX0086AD
EXHIBIT E
SAMPLE STATEMENT OF WORK

STATE OF _____
DEPARTMENT OF _____

STATEMENT OF WORK, pursuant to Master Agreement #22PSX0086AD

1. **MASTER AGREEMENT NUMBER & PARTIES**
   Pursuant to Master Agreement number 22PSX0086AD, the parties to this Statement of Work are as follows:

   a. **Purchasing Entity: _____**
      Address:
      Point of contact:

   b. **Contractor: _____**
      Address:
      Point of contact:

2. **PROJECT OBJECTIVE**

   EXAMPLE: The Purchasing Entity seeks to purchase ABC for use in its XYZ to function as 123.

3. **SCOPE OF WORK**

   a. **Goods purchased**: items, quantity, specifications, requirements.

   b. **Services required: details of services.**

   Refer to Master Agreement and Exhibits for Contractor offerings, service requirements, etc.

4. **TIMELINE/IMPLEMENTATION SCHEDULE**

   Contractor shall deliver all goods and provide all services necessary to accomplish [tie to project objective], in accordance with the following [timeline, milestones, acceptance, implementation schedule, etc.].

5. **PRICE SUMMARY**

   Identify pricing model.
   See Master Agreement for per unit, fixed fee, and/or time and materials pricing.

ADD AS APPLICABLE:
Work Schedule: All Contractor work shall be Performed in _____ hour shifts, 5 days per week, between 8:00am and 5:00pm during Purchasing Entity business hours (Monday to Friday), excluding State holidays.

SAMPLE

Security/Privacy Considerations: Purchasing Entity specific: Information accessible by the Contractor may be sensitive, confidential, or subject to the Privacy Act and/or HIPAA considerations. Contractor personnel must be familiar with and comply with the provisions of appropriate statute, regulations and/or Purchasing Entity instructions. Signing of a confidentiality agreement may be required. Background checks may be required, language in Master Agreement, Purchasing Entity specific procedures to be identified.

6. PROJECT TASKS

Identify: Contractor or Purchasing Entity.

THIS STATEMENT OF WORK IS SUBJECT TO THE TERMS OF THE MASTER AGREEMENT AND CANNOT INCLUDE ADDITIONAL TERMS OR ANY MODIFICATIONS OF THE TERMS OF THE MASTER AGREEMENT.

7. SIGNATURES: The parties are executing this SOW on the date below their respective signatures.

_____(CONTRACTOR)

By: _____

Name:
Title:
Duly Authorized

Date:

STATE OF _____
Department of _____

By: _____

Name:
Title:
Duly Authorized

Date:

SAMPLE

MASTER AGREEMENT #: 22PSX0086AD
EXHIBIT F
MAXIMUM KEY PERFORMER WORKSHEET

STATE OF _____
DEPARTMENT OF _____

MAXIMUM KEY PERFORMER WORKSHEET, pursuant to Master Agreement #22PSX0086AD

1. MASTER AGREEMENT NUMBER & PARTIES

Pursuant to Master Agreement number 22PSX0086AD, the parties to this worksheet are as follows:

a. Purchasing Entity: _____
Address:
Point of contact:

b. Contractor: _____
Address:
Point of contact:

2. PERFORMANCE RATING

Contingent Worker must receive a minimum of six (6) answers as 'Yes' in the table below to be eligible to receive the Maximum Key Performer Premium percentage in Exhibit B Price Schedule.

#	Performance Criteria	Description	Yes	No
1	Meeting and Exceeding Expectations for Assigned Role	Successfully performs all duties and responsibilities for position title in Exhibit B Price Schedule.		
2	Achieving and Exceeding Goals and Objectives	Successfully completes all Purchasing Entity prescribed goals and objectives.		
3	Successful Completion of Assignment Activities	Successfully completes all Purchasing Entity assigned activities within their assignment.		
4	Meeting and exceeding timeline requirements	Produces timely quality work to support successful completion of projects.		
5	Tenure	Demonstrates ongoing dedication to all assigned projects.		
6	Attendance	Arrives to work on time and ready to engage with the project team.		
7	Teamwork	Successfully works with other team members.		

SAMPLE

MASTER AGREEMENT #: 22PSX0086AD
EXHIBIT F
MAXIMUM KEY PERFORMER WORKSHEET

THIS WORKSHEET IS SUBJECT TO THE TERMS OF THE MASTER AGREEMENT AND CANNOT INCLUDE ADDITIONAL TERMS OR ANY MODIFICATIONS OF THE TERMS OF THE MASTER AGREEMENT.

7. **SIGNATURES:** The parties are executing this worksheet on the date below their respective signatures.

_____(CONTRACTOR)

By: _____

Name:
Title:
Duly Authorized

Date:

STATE OF _____
Department of _____

By: _____

Name:
Title:
Duly Authorized

Date:

SAMPLE

Performance Evaluation

Project Details

Notification Email	Default
Additional Recipients	N/A
Include notification issuer as an additional recipient	N/A
Project Name	On-Call IT Services
Project Number	SP-S/DAIM/2210-1230127
Supplier	uWork.com, Inc.
Supplier Project Contact	Barbee Taylor (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2025 to 09/30/2025
Effective Date	11/03/2025

Performance Evaluation Details

ID	E4
Evaluation Score	97
Evaluation Type	Formal
Publication Date	11/03/2025 04:39 PM EST
Published By	Anne Wilson

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT — 20/20

Rating

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

Comments *Not Specified*

SCHEDULE — 20/20

Rating

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

Comments *Not Specified*

QUALITY OF DESIGN, REPORTS AND DELIVERABLES — 20/20

Rating

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

Comments *Not Specified*

COMMUNICATIONS AND CO-OPERATION — 17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments *Not Specified*

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS — 20/20

Rating

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

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0967 **Meeting Date:** 12/17/2025

Department
Real Estate and Asset Management

Requested Action
Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC #99999-001-SPD0000154-0001, Facility Maintenance Solution in the amount not to exceed $926,782.76 with CGL Facility Management, LLC (Fayetteville, GA), to provide preventive and corrective maintenance services and requested capital improvement projects (CIP) funded through the State of Georgia's capital reserve for three (3) GA DFCS facilities as follows: 1) 5710 Stonewall Tell Road, College Park, GA 30349; 2) 515 Fairburn Road SW, Atlanta, GA 30331; and 3) 1249 Donald Lee Hollowell Pkwy NW, Atlanta, GA 30318. Effective dates: January 1, 2026 through July 14, 2026.

Requirement for Board Action
In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than $100,000.00 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background This statewide contractor provides preventive and corrective maintenance services for County-owned facilities currently leased to the State of Georgia Department of Human Services (DHS). The facilities are located at 1) 5710 Stonewall Tell Road, College Park, GA 30349, 2) 1249 Donald Lee Hollowell, NW Atlanta, GA 30318, and 3) 515 Fairburn Road SW Atlanta, GA 30331.

This request for approval will also facilitate the completion of capital projects requested by the State

of Georgia, using State funding held by Fulton County in the total amount of $606,471.60 as detailed in the table below.

Cost Breakdown of DFCS Facilities Corrective Maintenance and Capital Improvement:

	DFCS Location	Description of Work	Projected Costs per Facility
1	5710 Stonewall Tell Road, College Park, GA 30349	Capital Renovation: Painting 27 total offices to include receptionist area, two (2) waiting areas need carpet installation, and four (4) offices adjacent to the receptionist area receiving wallpaper removal, paint and carpet removal and installation. O & M: Routine preventive and corrective maintenance services	O & M=$172,547.26 Capital=$311,976.40 **$484,523.66**
2	515 Fairburn Road SW, Atlanta, GA 30331	Capital Renovation: Painting and carpet replacement. O & M: Newly vacated by State of GA for DREAM to maintain full preventive and corrective maintenance services	O & M=$147,763.90 Capital=$184,676.00 **$332,439.90**
3	1249 Donald Lee Hollowell Parkway NW, Atlanta, GA 30318	Capital Renovation: Renovation and painting to the waiting room and Director's office.	O & M= $0.00 Capital=$109,819.20 **$109,819.20**
	Total Costs		**$926,782.76**

DREAM is requesting this contract term to coincide with the current State contract term of January 1, 2026, through July 14, 2026. DREAM anticipates the State will have a new Facility Maintenance contract in place by July 15, 2026, and at that time DREAM will submit a new Agenda Item for BOC approval of the new contract for the remaining 6-month of 2026, effective July 15, 2026, through December 31, 2026. The current spending authority requested is $926,782.76, and the remaining spending balance of $229,688.84 will be requested along with the new contract. The total requested 2026 budget for facility maintenance services for all three (3) DFCS facilities is $1,156,471.60.

Scope of Work: The statewide contractor (facility maintenance) will operate, maintain, monitor, and adjust the day-to-day operations of all mechanical, electrical, and building systems such as preventive and corrective maintenance services for the County-owned facilities currently leased to the State of Georgia Department of Human Services. The contractor shall be fully responsible for providing customer service, quality control and all other services.

Basic services shall include:

- Daily facility management
- Landscaping/Grounds
- Electrical systems
- Security systems including but not limited to audio systems, video systems, CCTV, and cable TV
- Preventive maintenance of all interior and exterior lighting
- Heating, ventilation. and air conditioning equipment including but not limited to direct exchange cooling units, heat pumps, air handling units, roof tops, exhaust fans coils and refrigerant piping
- Fire alarm including, but not limited, to fire suppression system, fire sprinklers, fire extinguishers and fire panels
- Fire sprinkler systems
- Plumbing and sewer including, but not limited to, pipes, service pipes, drains, sumps, backflow prevention devices, sewage grinders, septic tanks, pumps, water heaters, sinks, showers, toilets, faucets, water purifiers, garbage disposals, washer lines, floor drains, and leak detection.

Community Impact: None of which the Department is aware.

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

DREAM's Greater Fulton Maintenance Division will collaborate and managed the facility maintenance responsibilities with the Statewide Contractor (CGL Facility Management, LLC).

Project Implications: Failure to approve this Agenda Item could result in the Department being in breach of the County's lease(s) with the State of Georgia for these facilities.

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

Department Issues/Concerns: If this statewide contract is not approved, the County will have no means of providing maintenance services to the 5710 Stonewall Tell Rd and 515 Fairburn Rd facilities, or to pay CGL (statewide contractor) for State of Georgia requested capital work per the current terms and conditions of the existing lease(s) with the State for these facilities.

Contract Modification: This is a new request.

Contract & Compliance Information

Click or tap here to enter text.

Exhibits Attached

Exhibit 1: SWC#99999-001-SPD0000154-0001
Exhibit 2: Statewide Contract Extension
Exhibit 3: CGL Price Adjustment

Exhibit 4: Performance Evaluation
Exhibit 5: Cooperative Purchasing Justification and Approval Form

Contact Information

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$926,782.76
TOTAL:	$926,782.76

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5220-1160: General, Real Estate and Asset Management, Professional Services- $320,311.16 “Subject to availability of funds adopted for FY2026 by BOC”

Funding Line 2:

475-620-620A-1424: S. Ful. DFAC Renew & Replace, Family & Children Services, Renovations- $7,438.15 “Subject to availability of funds adopted for FY2026 by BOC”

Funding Line 3:

507-620-620A-1410: DFAC Capital Projects, Family & Children Services, Equipment- $40,000.00 “Subject to availability of funds adopted for FY2026 by BOC”

Funding Line 4:

507-620-620A-1424: DFAC Capital Projects, Family & Children Services, Renovations- $559,033.45 “Subject to availability of funds adopted for FY2026 by BOC”

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 7/14/2026
Cost Adjustment:	**Renewal/Extension Terms**: N/

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?
Yes

Report Period Start:
7/1/2026

Report Period End:
9/30/2025

Statewide Information Sheet

Statewide Contract Number	**99999-001-SPD0000154-0001**	**NIGP Code**	**91001, 91060, 93625, 94155**
Name of Contract	**Facility Maintenance Solutions**		
Effective Date	**August 15, 2018**	**Expiration Date**	**July 14, 2025**
Contract Table of Contents			
Suppliers Awarded	**1**	**Contract Information:**	**Convenience Contract**

Contract Information for Supplier	Page Number
CGL Facility Management LLC	2
Additional Contract Information	
Contract Renewals/ Extensions/ Changes	3
General Contract Information/Ordering Instructions	4
Scope of Services	5
Rates for Technichans and Materials	6
DOAS Contact Information	7

Vendor Name: CGL Facility Management, LLC

Contract Information			
Statewide Contract Number	**Facility Maintenance Solutions**		
Contract Name	**99999-001- SPD0000154-0001**		
PeopleSoft Vendor Number	0000176490	**Location Code**	000001

Vendor Name & Address

CGL Facility Management, LLC
1903 Phoenix Blvd, Suite 250
Atlanta, GA 30349

TIN: 26-795410

Contract Administrator

Name: Greg Westbrook
Telephone: 678-381-6583
Email: gwestbrook@cglcompanies.com

Web Links
cglcompanies.com
cglgastatewide.com

Contract Details	
1. Orders to be mailed to	See Contract Ordering Instructions
2. Payments to be mailed to	1903 Phoenix Blvd, Suite 250 Atlanta, GA 30349
3. Shipping Information	NA
4. Discounts	NA
5. Payment Terms	Net 30 Days
6. Acceptable Payment method	Purchase Order

Contract Renewals/Extensions/Amendments

Base Term: 8/15/2018 – 7/14/2021

AMENDMENT 1 - RENEWAL 1: 07/15/2021 – 7/14/2022

AMENDMENT 2 - RENEWAL 2: 07/15/2022 - 7/14/2023

AMENDMENT 3 - RENEWAL 3: 07/15/2023- 7/14/2024

AMENDMENT 4 - RENEWAL 4: 07/15/2024 - 7/14/2025

Contract Ordering Instructions

Step 1: Agency should contact CGL to schedule a site visit.

Step 2: CGL will engage with Agency personnel to perform walkthroughs of facilities and obtain the required information from which to develop solution and a cost proposal. Typical information obtained during the site visits starts with an understanding of the desired services such as HVAC, plumbing, electrical, fire life safety equipment, elevators, pest control, landscaping, etc. Once this is understood, specific information will be obtained through request or during a visual inspection on the walkthrough.

Step 3: Within 7 to 14 days after completion of the site assessment visit, CGL will prepare and submit a fixed priced cost proposal using the information obtained during the site visit. The cost proposal will include cost for Facility Management, all Preventive/Scheduled Maintenance and resident staff that will be available to perform Corrective/Unscheduled Maintenance per the terms of the statewide contract. If a Computerized Maintenance Management System implementation is desired, a onetime start-up cost will be presented for this system.

Step 4: The Agency will reach final agreement on cost, terms, timeframe of any transition period and any other additional Agency Terms and Conditions through negotiations with CGL.

Step 5: Agency will submit a Purchase Order/Contract to CGL based on the agreed upon terms and conditions as a result of negotiations. CGL will create the Amendment documentation for the Statewide Contract and submit to the Agency for signature.

Scope of Services

This State-Wide Contract (SWC) is for preventive and corrective maintenance services to state agencies and other eligible contract users. Any contract established pursuant to this solicitation shall be for the convenience of state agencies, the University System of Georgia, city and county governments and local school systems and shall not be considered a mandatory source for such services. CGL Facility Management LLC is the supplier for this contract. For more details see the contract details/attachments. This is a non-catalog form contract.

For the full Scope of Services, please see "**Attachment B**"

Rates for Technicians and Materials

Category: Corrective/Unscheduled Maintenance			
SubCategory: Corrective/Unscheduled Maintenance - Normal Duty Hours			
Line Item	Maintenance Labor Category	Unit of Measure	Unit Price
1	Chief Engineer	Hour	$72.00
2	HVAC Technician	Hour	$93.50
3	Electrical Technician	Hour	$60.00
4	Electronics Technician	Hour	$90.61
5	Fire Alarm Technician	Hour	$90.61
6	Plumbing Technician	Hour	$89.50
7	General Maintenance Tradesman	Hour	$39.95
8	Generator Technician	Hour	$95.00
9	Locksmith - Electronic	Hour	$90.61
10	Locksmith - Mechanical	Hour	$60.00
11	Welder	Hour	$62.00
12	Fencing Technician	Hour	$65.00
13	Specialty Kitchen Equipment	Hour	$95.00
14	Groundskeeper/Landscaper	Hour	$32.00
SubCategory: Corrective/Unscheduled Maintenance - After Hours and Emergency			
Line Item	Maintenance Labor Category	Unit of Measure	Unit Price
15	Chief Engineer	Hour	$108.00
16	HVAC Technician	Hour	$140.25
17	Electrical Technician	Hour	$90.00
18	Electronics Technician	Hour	$135.92
19	Fire Alarm Technician	Hour	$135.92
20	Plumbing Technician	Hour	$134.25
21	General Maintenance Tradesman	Hour	$59.93
22	Generator Technician	Hour	$142.50
23	Locksmith - Electronic	Hour	$135.92
24	Locksmith - Mechanical	Hour	$90.00
25	Welder	Hour	$93.00
26	Fencing Technician	Hour	$97.50
27	Specialty Kitchen Equipment	Hour	$142.50
28	Groundskeeper/Landscaper	Hour	$48.00
SubCategory: Materials			
Line Item	Description of Supply/Service	Unit of Measure	Markup (%)
29	Corrective Maintenance Material Cost	Dollar	9.6%

DOAS contact information

Name: Thomas J. Nickson

Contract Management Specialist

Phone: 404-463-0218

email: Thomas.nickson@doas.ga.gov

Procurement Help Desk

Telephone: 404 -657-6000

Email: procurementhelp@doas.ga.gov

Docusign Envelope ID: BB377F24-9000-4A41-A1DE-89A48D781E2C

CONTRACT AMENDMENT # 5
EXTENSION # 1

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	CGL FACILITY MANAGEMENT LLC
Contract No.:	99999-001-SPD0000154-0001
Solicitation Title/Event Name:	Facility Maintenance Solution
Contract Award Date:	8/15/2018
Current Contract Term:	7/15/2024 – 7/14/2025

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional twelve months as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	7/15/2025
End Date of New Contract Term:	7/14/2026

Docusign Envelope ID: BB377F24-9000-4A41-A1DE-89A48D781E2C

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional twelve months.

2. **PRICING.** This amendment includes a price increase of 3.8% price increase per the ECI adjustment. (See Exhibit A for Pricing)

3. **SUCCESSORS AND ASSIGNS**. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	CGL Facility Management LLC
Authorized Signature:	Ted Perry
Printed Name and Title of Person Signing:	Ted Perry President CGL FM
Date:	4/09/2025
Company Address:	1903 Phoenix Boulevard Suite 250 Atlanta Ga. 30349

STATE ENTITY

Authorized Signature:	Jim Barnaby
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	4/28/2025
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010

Docusign Envelope ID: BB377F24-9000-4A41-A1DE-89A48D781E2C

Docusign Envelope ID: BB377F24-9000-4A41-A1DE-89A48D781E2C

Facility Maintenance Services

Exhibit A (Pricing)

3.8%

Category: Corrective/Unscheduled Maintenance

SubCategory: Corrective/Unscheduled Maintenance - Normal Duty Hours

Line Item	Maintenance Labor Category	Unit of Measure	Previous Unit Price	**Approved Rates Effective July 15th 2025**
1	Chief Engineer	Hour	$84.05	$87.24
2	HVAC Technician	Hour	$109.14	$113.29
3	Electrical Technician	Hour	$70.04	$72.70
4	Electronics Technician	Hour	$105.77	$109.79
5	Fire Alarm Technician	Hour	$105.77	$109.79
6	Plumbing Technician	Hour	$104.47	$108.44
7	General Maintenance Tradesman	Hour	$46.64	$48.41
8	Generator Technician	Hour	$110.89	$115.10
9	Locksmith - Electronic	Hour	$105.77	$109.79
10	Locksmith - Mechanical	Hour	$70.04	$72.70
11	Welder	Hour	$72.37	$75.12
12	Fencing Technician	Hour	$75.87	$78.75
13	Specialty Kitchen Equipment	Hour	$110.89	$115.10
14	Groundskeeper/Landscaper	Hour	$37.36	$38.78

SubCategory: Corrective/Unscheduled Maintenance - After Hours and Emergency

Line Item	Maintenance Labor Category	Unit of Measure	Unit Price	
15	Chief Engineer	Hour	$126.70	$131.52
16	HVAC Technician	Hour	$163.72	$169.94
17	Electrical Technician	Hour	$105.06	$109.05
18	Electronics Technician	Hour	$158.65	$164.68
19	Fire Alarm Technician	Hour	$158.65	$164.68
20	Plumbing Technician	Hour	$156.71	$162.67
21	General Maintenance Tradesman	Hour	$69.95	$72.61
22	Generator Technician	Hour	$166.35	$172.67
23	Locksmith - Electronic	Hour	$158.65	$164.68
24	Locksmith - Mechanical	Hour	$105.06	$109.05

Docusign Envelope ID: BB377F24-9000-4A41-A1DE-89A48D781E2C

25	Welder	Hour	$108.56	$112.69
26	Fencing Technician	Hour	$113.82	$118.14
27	Specialty Kitchen Equipment	Hour	$166.35	$172.67
28	Groundskeeper/Landscaper	Hour	$56.03	$58.16

Performance Evaluation Details

ID	E6
Project	Facility Maintenance
Project Number	SWC#99999-001-SPD0000154-0001 -
Supplier	CGL Companies
Supplier Project Contact	Jennifer Svoboda (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2025 to 09/30/2025
Effective Date	10/30/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/30/2025 11:31 AM EDT
Completion Date	10/30/2025 11:31 AM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT **17/20**

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments Numerous occasions in which CGL were called upon for their services and they delivered them with timely response and resolution.

SCHEDULE **17/20**

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments Field reports continue to be on-time, accurate, and schedule.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **17/20**

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments CGL continues to go above and beyond in delivering their services to Fulton County with professional and reliable resolution.

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments CGL technicians are very knowledgeable and professional, and their communication with key DREAM personnel has been consistent and precise.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **17/20**

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments CGL independently manages their contract with little to no supervision required by County staff and continue to respond to any requests in a prompt and professional manner. Invoices have been received with a little delay and when an inquiry was made into any discrepancies, the communications from their office managers were clear and transparent.

GENERAL COMMENTS

Comments *Not Specified*

FULTON COUNTY

COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

In accordance with Division 12 of the Fulton County Purchasing Code the Purchasing Agent may enter into an agreement with any public procurement unit for the cooperative use of supplies or services; and, may procure supplies, services or construction items through contracts established by purchasing division of the state where such contract and contractors substantially meet the requirements of the Purchasing Code. Please complete the form below to request that the Purchasing Director review the spending unit's request to engage in cooperative purchasing.

Requesting Department/Agency: Real Estate and Asset Management

Department/Agency Contact Information: Joseph N. Davis, Director, (404) 612-377

Cooperative Contract Number and Title: SWC#99999-001-SPD0000154-0001, Facility Maint

Estimated Contract Spend: $926,782.76

Contract Source (Identify the source of the cooperative contract by checking the appropriate box):

☐ **Public Cooperative Entity** (Ex: NASPO)
List cooperative entity:_____

☐ **Federal Government** (Ex: GSA contract)

☑ **State of Georgia Statewide Contracts**
(Department of Administrative Services)

☐ **Other Governmental Entity**
(Ex: City of Atlanta)
List Government Entity: _____

Verification Requirements

In order to utilize the cooperative purchasing, statewide or GSA contract, the User Department/Agency must provide justification for the use of the cooperative purchase and why the particular cooperative contract is most advantageous to the County as it relates to price and other factors.

1. Provide justification for the use of the cooperative purchase.
2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County. This may include but is limited to:
    a. Leveraging benefits of volume purchasing
    b. Volume discounts
    c. Service delivery requirement advantages
    d. Document market research that was completed to determine use of cooperative purchase request.
3. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process.
4. Provide a copy of the cost proposal/quote received.

TO BE COMPLETED BY THE DEPARTMENT OF PURCHASING REPRESENTATIVE:

DOES THE SOLICITATION MEET THE REQUIREMENTS	YES	NO
Reviewed the justification provided by the requesting department/agency and determined that the use of the cooperative purchase/statewide/GSA Contract is justified.	☑	☐
Reviewed the cost analysis provided and determined that the use of the cooperative purchase/statewide/GSA Contract is best value and/or advantageous to the County:	☑	☐
Reviewed the documentation provided and obtained a copy of the contract, solicitation documents, award letters, etc., to verify that the cooperative, statewide or GSA contract is current and was awarded through a competitive process.	☑	☐
The use of the contract meets the needs of the requesting department/agency.	☐	☐
The proposed contracting entity is authorized to conduct business in the State of Georgia.	☐	☐
If applicable, the contracting entity must comply with the Georgia Security and Immigration Act (E-Verify). A copy of the Georgia Immigration and Security Contractor Affidavit is obtained from the contracting entity.	☑	☐
If federal funded, documented that the contracting entity is not on the Excluded Parties List System (EPLS) that identifies those parties debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement rule, or otherwise declared ineligible from receiving federal contracts, certain subcontracts, and certain federal assistance and benefits.	☑	☐
Obtain Certificate Insurance requirements based on the coverage and limits included in the cooperative purchase/statewide/GSA contact. The County must be the Certificate Holder, Add'l Insured and Subrogation boxes should be marked.	☐	☐

Purchasing Representative Recommendation:

I have reviewed the items on the above checklist for this solicitation and the request

☐ meets the requirements ☐ does not meet the requirements

(Ensure that backup documentation has been scanned/saved into folder for this request)

(CAPA/APA) Purchasing Agent Mark Hawks Date 11/24/25

Chief Purchasing Agent _____ Date _____

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0968 **Meeting Date:** 12/17/2025

Department
Real Estate and Asset Management

Requested Action
Request approval to increase spending authority - Department of Real Estate and Asset Management, 21RFP127274K-BKJ, Comprehensive Operation and Preventive and Predictive Maintenance Services for the Fulton County Jail, in an amount not to exceed $1,020,923.21 with Johnson Controls, Inc. (Atlanta, GA), to cover year-end maintenance costs associated with the maintenance operation and the Jail Blitz project at the Fulton County Jail, located at 901 Rice Street, Atlanta, GA 30318, for the remainder of FY2025. Effective upon BOC approval.

Requirement for Board Action
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
Open and Responsible Government

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background This request for increase in spending authority is needed to cover accrued costs associated with the Jail Blitz project and ongoing maintenance repairs necessitated by inmate vandalism. Per the terms and conditions of the current jail maintenance contract, these costs are fully billable to the County. The Jail Blitz program addresses all repairs needed to ensure that all systems and structures in the jails' housing areas are fully functional and don't present threats to life-

safety and/or security.

Scope of Work: This contract provides preventive/scheduled and corrective/ unscheduled maintenance services for the Fulton County Jail Complex.

Specific maintenance services include, but not limited to:

Facility management; building envelope and structure; site utilities and distribution systems; central utility plant; hot and chilled water systems; natural and LP gas distribution and combustion systems; plumbing, sewer and water control systems; electrical systems and lighting; low voltage systems; heating ventilation and air conditioning (HVAC); uninterruptible power supply (UPS); emergency generator; security and alarm systems; fire alarm, fire sprinkler, and fire suppression; water towers; kitchen and laundry equipment.

Community Impact: This effort is necessary to prevent legal actions, unwarranted publicity resulting from the County not being in position to ensure continuous preventive/corrective maintenance services.

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

Project Implications: The intent of this contract is to ensure the safety and security of County staff, visitors, and inmates.

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

Department Issues/Concerns: If this increase spending authority is not approved, the County does not have the resources to pay accrued expenses related to inmate vandalism and risks the jail maintenance provider not being able to continue providing maintenance services to Fulton County. Fulton County does not have the internal resources to provide comprehensive and timely maintenance services to the jail.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0406	6/2/21	$2,175,459.00
1st Renewal	21-0951	12/1/22	$5,192,445.00
Amendment No. 1	22-0987	12/21/22	$0.00
2nd Renewal	22-0977	12/21/22	$5,531,120.00
Increase Spending Authority No. 1	23-0631	9/20/23	$1,230,530.00
60-Day Extension	102-364	1/1/24	$860,000.00
3rd Renewal	24-0091	2/6/24	$5,383,820.00
Increase Spending Authority No. 2	24-0898	12/18/24	$2,156,400.00

30-Day Extension	102-364	1/1/25	$684,717.24
Extension No. 3	25-0104	2/5/25	$2,815,000.00
Emergency Change Order No. 1	102-420(g)(2)	5/1/25	$1,436,867.78
Emergency Change Order No. 2	102-420(g)(2)	8/8/25	$2,278,095.86
Extension No. 4	25-0614	8/20/25	$3,558,014.10
Increase Spending Authority No. 3			**$1,020,923.21**
Total Revised Amount			$34,323,392.19

Contract & Compliance Information

Contract Value: **$1,020,923.21**

Prime Vendor: **Johnson Controls, Inc.**
Prime Status: **Non-Minority**
Location: **Alpharetta, GA**
County: **Fulton County**
Prime Value: **$1,020,923.21 or 100.00%**

Total Contract Value: **$1,020,923.21 or 100.00%**
Total Certified Value: **$0.00 or 0.00%**

Exhibits Attached

Exhibit 1: Amendment No. 10 to Form of Contract
Exhibit 2: Performance Evaluation Report

Contact Information

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: $2,175,459.00
Previous Adjustments: $31,127,010.98
This Request: $1,020,923.21
TOTAL: $34,323,392.19

Agenda Item No.: 25-0968 **Meeting Date:** 12/17/2025

Fiscal Impact / Funding Source

Funding Line 1:
100-520-5224-1116: General, Department of Real Estate and Asset, Building Maintenance

Key Contract Terms	
Start Date: Upon BOC Approval	**End Date:** 12/31/2025
Cost Adjustment:	**Renewal/Extension Terms**: N/

Overall Contractor Performance Rating: 76

Would you select/recommend this vendor again?
Yes

Report Period Start: **5/30/2025**

Report Period End: **8/29/2025**

AMENDMENT NO. 10 TO FORM OF CONTRACT

Contractor: **Johnson Controls, Inc.**

Contract No. **21RFP127274K-BKJ, Comprehensive Operation and Preventive and Predictive Maintenance Services for the Fulton County Jail and the South Fulton Municipal Regional Jail**

Address: **1350 Northmeadow Parkway**
City, State **Roswell, GA 30076**

Telephone: **(770) 663-0663**

E-mail: **Scott.E.McVay@jci.com**

Contact: **Scott McVay,**
Sr. Account Executive

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **Johnson Controls, Inc.** to provide Comprehensive Operation and Preventive and Predictive Maintenance Services for the Fulton County Jail and the South Fulton Municipal Regional Jail, dated July 1, 2021, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the purpose for of this amendment is for the approving of increase spending authority to cover the costs associated the completion of the Jail Blitz with inmate vandalism at the Fulton County Jail, located at 901 Rice Street, Atlanta, GA 30318 for the remainder of FY2025; 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 **December 17, 20-25, BOC Item #25-**.

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

This Amendment No. 10 to Form of Contract is effective as of the 17th day of December 2025, between the County and **Johnson Controls, Inc.**, who agree that all Services specified will be performed in accordance with this Amendment No. 6 to Form of Contract and the Contract Documents.

SCOPE OF WORK TO BE PERFORMED: To cover accrued costs associated with Jail

Blitz repairs stemming from inmate vandalism. Per the terms and conditions of the current jail maintenance contract, vandalism repair costs (labor and materials), is fully billable to the County. The Jail Blitz program which began in July 2023 addresses all repairs needed to ensure that all systems and structures in the jails' housing areas are fully functional and don't present threats to life-safety and/or security.

The total costs for the Jail Bridging Plan are as follows, $0.00 will be used for additional labor support to facilitate repairs to jail housing units as they are vacated to facilitate access. The remaining $0.00 will be used to cover the increased cost of materials as all materials used in corrective maintenance in the jail is billable under the terms and conditions of the contract.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **$912,370.74**(Nine Hundred Twelve Thousand Three Hundred Seventy Dollars and Seventy-Four Cents).

3. **LIABILITY OF COUNTY:** This Amendment No. 10 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. _10_ TO FORM OF CONTRACT:** Except as modified by this Amendment No. _10_ to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

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

CONSULTANT:

JOHNSON CONTROLS, INC.

Anthony Outland,
Metro General Manager

ITEM#: _____ RM: _____ **REGULAR MEETING**	**ITEM#: _____ 2nd RM: _____** **SECOND REGULAR MEETING**

Performance Evaluation Details

ID	E6
Project	Comprehensive Operation and Preventive and Predictive Maintenance Services for t
Project Number	21RFP127274K-BKJ
Supplier	Johnson Controls
Supplier Project Contact	Scott Mcvay (preferred language: English)
Performance Program	Professional Services
Evaluation Period	05/30/2025 to 08/29/2025
Effective Date	11/10/2025
Evaluation Type	Formal
Interview Date	09/08/2025
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/10/2025 09:52 AM EST
Completion Date	11/10/2025 09:52 AM EST
Evaluation Score	76

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT **14/20**

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments JCI's overall management of the jail maintenance operation has been satisfactory during the review period. Improvement can be made in managing the jail blitz activities as there have been some delays that could have been potentially avoided with more proactive project management.

SCHEDULE **14/20**

Rating

Satisfactory: Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

Comments Services are generally delivered on schedule. Improvement can be made in addressing open work orders.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **14/20**

Rating

Satisfactory: Deliverables meet requirements and have an average number of issues on reports and deliverables.

Comments Overall quality of deliverables was acceptable during the review period.

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments JCI continued to communicate very well with the user department and addressed concerns in a timely manner.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **17/20**

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments JCI continues to be proactive with contract compliance requirements.

GENERAL COMMENTS

Comments *Not Specified*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0969 **Meeting Date:** 12/17/2025

Department
Human Resources Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Department of Human Resources Management, 24RFP1325481B-PS, Family and Medical Leave Act (FMLA) Administration Services, in an amount not to exceed $109,796.00 with Sedgwick Claims Management, Inc. (Memphis, TN) to provide comprehensive FMLA administration for the Fulton County workforce. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026 through December 31, 2026.

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

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

Scope of Work: The Department of Human Resources Management requests approval to renew an existing contract with Sedgwick Claims Management, Inc. to provide comprehensive FMLA administration for Fulton County, beginning with the request for FMLA leave through the determination and expiration and/or exhaustion of the leave. The vendor will perform FMLA leave

administration and management including, but not limited to, issuance of initial FMLA claim package and all other FMLA-related communications to employees; determination of FMLA leave eligibility; approval and denial of FMLA claims; verification of medical certification; and tracking of FMLA requests, absence, and utilization.

Community Impact: There is no community impact.

Department Recommendation: The Department of Human Resources Management recommends approval of renewal.

Project Implications: There are no project implications.

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

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

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	25-0259	04/02/2025	$109,796.00
1st Renewal			**$109,796.00**
Total Revised Amount			$219,592.00

Contract Value: **$109,796.00**

Prime Vendor: **Sedgwick Claims Management, Inc.**
Prime Status: **Non-Minority**
Location: **Memphis, TN**
County: **Shelby County**
Prime Value: **$109,796.00 or 100.00%**

Total Contract Value: **$109,796.00 or 100.00%**
Total Certified Value: **$0.00**

Exhibits Attached

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Contract Renewal Evaluation Form
Exhibit 3: Performance Evaluation

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

Kenneth L. Hermon, Jr., Chief Human Resources Officer, Department of Human Resources Management, 404.613.0923

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$109,796.00
Previous Adjustments:	$0.00
This Request:	$109,796.00
TOTAL:	$219,592.00

Fiscal Impact / Funding Source

Funding Line 1:

100-215-2157-1160: General, Human Resources, Professional Services

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment: $0	**Renewal/Extension Terms**: O renewal option remains.

OVERALL, Contractor Performance Rating: 85

Would you select/recommend this vendor again?
Yes

Report Period Start: **7/2/2025**

Report Period End: **10/1/2025**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Human Resources

BID/RFP# NUMBER: 24RFP1325481B-PS

BID/RFP# TITLE: Family and Medical Leave Act (FMLA) Administration Services

ORIGINAL APPROVAL DATE: April 2, 2025

RENEWAL EFFECTIVE DATES: January 1, 2026 Through December 31, 2026

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $109,796.00

COMPANY'S NAME: Sedgwick Claims Management Services, Inc.

ADDRESS: 8125 Sedgwick Way

CITY: Memphis

STATE: TN

ZIP: 38125

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on **BOC DATE:_____ BOC NUMBER: _____**.

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	**SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Michael Shook** **Senior Vice President, Managing Counsel**
ATTEST:	
Tonya R. Grier **Clerk to the Commission**	
(Affix County Seal)	
AUTHORIZATION OF RENEWAL:	
Kenneth Hermon Jr. Chief Human Resource Officer **Human Resources**	

ITEM#: _____ RM: _____	**ITEM#: _____ 2ND RM: _____**
REGULAR MEETING	**SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	**December 9, 2025**
Department:	PERSONNEL
Contract Number:	24RFP1325481B-PS
Contract Title:	**Family and Medical Leave (FMLA) Act Administration Services**

Instructions:

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

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

   This vendor was selected as the service provider via RFP in 2025. The service cost was one of the factors leadings to this selection. Their service costs are remaining the same for the upcoming year.

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

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

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

Explanation / Notes:

Click here to enter text.

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	☐ **Yes** ☐ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☐ **No**
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

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

Sedgwick Claims Management, Inc. has billed the County per the contract, based on the bid in the open competitive process.

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

$94,502.20 spent as of November 2025.

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

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

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

Explanation / Notes:

Click here to enter text.

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

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

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

   Another vendor would have to be selected via the procurement process. Additional positions would need to be created and filled to support the administration of FMLA claims.

Stacey Jones	December 9, 2025
Prepared by	**Date**
Kenneth Hermon	December 9, 2025
Department Head	**Date**

Performance Evaluation Details

ID	E2
Project	Family and Medical Leave (FMLA) ACT Administrative Services
Project Number	24RFP1325481B-PS
Supplier	Sedgwick Claims Management Services, Inc.
Supplier Project Contact	Doreen Harris (preferred language: English)
Supplier Project Contact	Katrina Salumbides (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/02/2025 to 10/01/2025
Effective Date	10/06/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/06/2025 02:48 PM EDT
Completion Date	10/06/2025 02:48 PM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT **17/20**

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments *Not Specified*

SCHEDULE **17/20**

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments *Not Specified*

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **17/20**

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments *Not Specified*

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments *Not Specified*

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **17/20**

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0970 **Meeting Date:** 12/17/2025

Department
County Manager

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to utilize cooperative purchasing - Office of the County Manager, GSA Contract 47QRAA24D001W, in an amount not to exceed $1,404,000.00 with The Whalls Group LLC, (Aliso Viejo, CA) to provide recruitment services for Detention Officers for the Fulton County Sheriff's Office. Effective dates: January 1, 2026 through December 31, 2026.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-462, requests for approval to utilize cooperative purchasing or GSA purchase contracts of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

All Districts	☒
District 1	☐
District 2	☐
District 3	☐
District 4	☐
District 5	☐
District 6	☐

Is this a purchasing item?
Yes

Summary & Background: This request to renew will continue the recruiting services provided by Whalls Group targeting Detention Officers for the Fulton County Sheriff's Office to staff Jail facilities.

Scope of Work: Assist County Human Resources and the Fulton County Sheriff's Office with hiring of Detention Officers through recruitment, background investigations, physical ability testing, polygraphs, psychological/medical evaluations, and assistance with implementation.

Community Impact: Targeted hiring of Detention Officers will support compliance with the Fulton County Jail Consent Decree.

Department Recommendation: Recommend approval.

Project Implications: Expedited hiring of Detention Officers.

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

Department Issues/Concerns: If this Cooperative Purchasing contract is not approved, the County will be unable to recruit Detention Officers.

Contract Modification: This is a new request

Contract & Compliance Information
Not Applicable

Exhibits Attached

Exhibit 1: GSA contract 47QRAA24D001W
Exhibit 2: Scope of Services for 2026

Contact Information

Steve Nawrocki, Justice Performance Management Officer, 404-735-6240

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$1,404,000.00
TOTAL:	$1,404,000.00

Fiscal Impact / Funding Source

Funding Line 1:

100-999-S700-1160: General, Non-Agency, Professional Services

Key Contract Terms

Agenda Item No.: 25-0970 **Meeting Date:** 12/17/2025

Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: N

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?
N/A

Report Period Start: N/A

Report Period End: N/A

EXHIBIT A

SCOPE OF SERVICES

Scope of Services

The Agency shall perform the following recruitment services for Detention Officers for the Fulton County Sheriff's Office:

RECRUITMENT & HIRING PROCESS

1. Application and Whalls Group Screening & Packet Submission

- Whalls Group will be responsible for driving marketing efforts; candidates will be directed to apply through the designated platform.

- All applications that come to the County will be turned over to Whalls Group immediately. To ensure seamless and consistent communication with candidates, we request a **designated Fulton County Sheriff email address** for our team. As Whalls Group operates in a true partnership with Fulton County Sheriff, this measure will help maintain transparency, streamline outreach, and reinforce the credibility of the recruitment process.

- We will contact candidates within 48 to 72 hours to begin pairing them with a recruiter and initiate pre-screening.

- Whalls Group will:
    - Collect all required documentation digitally
    - Obtain a signed consent to run an NCIC check
    - Collect and QA a completed background/personal history packet
    - Conduct up to three reference checks
    - Gather paperwork for credit check authorization (Fulton-approved format)
    - Ensure documentation for the Eye Detect booklet is completed

- The full background packet will include:
    - 10 years' work history
    - 10 years of residence
    - Schooling information
    - Questionnaire regarding law enforcement interactions
    - Drug use disclosure
    - All legally required identification and certificates
    - Disclosure regarding interactions with inmates over the course of their lifetime

- A recorded Whalls Group background interview will focus on areas of concern in the packet. In addition, Whalls Group will hold collaborative meetings to gather any supplemental questions or areas of focus that the Fulton County team would like to include during candidate screenings.

- Candidates that pass our screening are submitted via our SOC -2 Compliant Client portal in a Packet for review by the Background Investigation team.

2. **Background Investigation (5-Business-Day SLA)**
   - The Background Investigation team will have 5 business days to review submitted packets and provide final feedback on whether the candidate can move forward.
   - Whalls Group ensures:
     - All documents are complete, signed, and reviewed for completeness
     - Preliminary NCIC and credit checks are run before submission through Fulton County's system by our designated onsite personnel.
   - The Background team remains responsible for:
     - Verification of packet truthfulness
     - Any necessary neighborhood checks, follow-up, or investigative actions
   - Whalls Group will provide an on-site team member should both Whalls Group and the County deem it necessary.

3. **Weekly On-Site Testing**

   Candidates who pass the Background Review stage will be scheduled for a pre-selected, weekly on-site testing day. Whalls Group will manage all candidate scheduling. On this day:

   - Physical Abilities Test (PAT): Conducted in the morning
   - Polygraph: Minimum of 8 polygraph tests must be available per session
   - Psychological Evaluation:
     - Administered same day unless candidate availability is limited
     - If not completed, second psych evaluation appointment must be scheduled before candidate leaves site
   - Medical Evaluation:
     - Scheduled immediately following psych test results
     - Time and date must be given to candidate prior to leaving the testing site

   Whalls Group will provide hands-on support for all logistics and schedule management to ensure no candidate drops out due to poor communication or unnecessary delays. The goal is to allow candidates to complete the entire hiring process in only one onsite visit, requiring candidates to take less time off work.

   Additionally, we may suggest this be done on a Saturdays to accommodate candidate availability. Whalls Group can assist where needed.

Implementation Plan

Whalls Group's implementation process will be complete. However, we will continue to improve and implement new strategies as we collaborate to ensure success.

PERFORMANCE MANAGEMENT & CONTINUOUS IMPROVEMENT

Whalls Group's model is built on a partnership. We don't just fill jobs—we stay engaged throughout the entire recruitment life cycle to ensure classes are full and the agency remains on track with staffing goals.

Ongoing Collaboration & Success Tracking:

- 30-, 60-, and 90-Day Reviews: Real-Time Data Analysis & Insights

Proposed Engagement and Review Process

- During the initial three-month period, we will conduct monthly meetings with **key stakeholders** to evaluate program performance, identify opportunities for improvement, and collaboratively develop effective solutions. These sessions are **essential** to maintaining the program's overall health and ensuring a sustainable path to long-term success.
- Following the initial 90-day review phase, we will transition to quarterly meetings with key stakeholders. These meetings will focus on reviewing Service

Level Agreements (SLAs) and Key Performance Indicators (KPIs), assessing the impact of previously implemented solutions, and addressing any newly identified risks along with recommended remediation strategies.

Key Points:

- Early and regular check-ins to ensure alignment and proactively address any friction points
- Inclusion of all key stakeholders, with mandatory attendance to foster accountability
- Programmatic alignment to continuously identify and prioritize areas for improvement
- Ongoing review of SLA compliance to maintain service standards
- Commitment to continuous improvement through transparent discussion of successes, challenges, and collaborative solution development
- Real-time funnel tracking identifies market responsiveness and bottleneck
- Whalls Group provides immediate feedback on:
    - Funnel attrition points and reasons
    - Exit interviews if requested (additional cost)

Process Expertise

- We identify where candidate processing stalls and fix it collaboratively
- We understand the real bottlenecks and how to relieve pressure from internal staff

COMPENSATION

The County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed **$1,404,000** (One Million Four Hundred Four Thousand Dollars and No Cents), which is full payment for a complete scope of work.

Whalls Group operates with a Monthly Management fee plus Success Fee per hire.

COMPENSATION

1. Monthly Management Fee (MMF): $702,000

- **Amount**: $58,500 per month
- **Payment Terms**: Payable in monthly installments upon invoice
- **Scope**: Covers all dedicated staff, technology, sourcing infrastructure, candidate pipeline development, and professional services described in *Exhibit A*
- **Non-Refundable:** MMF secures Agency resources and availability through December 31, 2026

2. Success Fees: Estimated at $702,000

- **Amount:** $3,510 per hire
- **Estimated Hires:** 200
- **Definition of Hire:** A “Hire” is defined as the candidate’s first day on payroll
- **Application of Retainers:** Any funds remaining from retainers paid in 2025 shall be applied to the first billing(s) until the retainer is fully depleted
    - October 2025 credit for Monthly Retainer (only applicable if no hires): $70,200
    - November 2025 credit for Monthly Retainer (only applicable if no hires): $70,200
    - December 2025 credit for Monthly Retainer (only applicable if no hires): $70,200

GENERAL SERVICES ADMINISTRATION

FEDERAL ACQUISITION SERVICE

AUTHORIZED FEDERAL SUPPLY SCHEDULE FSS PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA** *Advantage!,* a menu-driven database system. The INTERNET address for **GSA** *Advantage!* is **http://www.gsaadvantage.gov**

SCHEDULE TITLE: MAS – MULTIPLE AWARD SCHEDULE

GROUP: HUMAN CAPITAL

FSC CLASS(ES) / PRODUCT CODE(S): R431

CONTRACT NUMBER: 47QRAA24D001W

CONTRACT PERIOD: DECEMBER 14, 2023 through DECEMBER 13, 2028

For more information on ordering go to the following website: **https://www.gsa.gov/schedules**

CONTRACTOR: WHALLS GROUP LLC
95 Argonaut Ste. 270
Aliso Viejo, CA 92656-4140
Phone number; 949-395-8924
Fax number: 949-395-8924
Email: **hwhalls@whallsgroup.com**

CONTRACTOR'S ADMINISTRATION SOURCE: HOLLY L WHALLS
95 Argonaut Ste. 270
Aliso Viejo, CA 92656-4140
Phone number: 949-395-8924
Fax number: 949-395-8924
Email: **hwhalls@whallsgroup.com**

WEBSITE: www.whallsgroup.com

BUSINESS SIZE: Small Business

BUSINESS TYPE: Minority-Owned Business, Self-Certified Small Disadvantaged Business, Woman-Owned Small Business, Woman-Owned Business, Veteran-Owned Business, Native American Owned, Service-Disabled Veteran-Owned Business

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs) SIN DESCRIPTION:

56131 **TALENT ACQUISITION**

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:
(Government net price based on a unit of one)

SEE PAGE 6; APPENDIX B – GSA PROPOSED PRICE LIST

1c. HOURLY RATES (Services Only):

SEE PAGE 5; APPENDIX A – LABOR CATEGORY DESCRIPTIONS

2. MAXIMUM ORDER: $500,000

NOTE TO ORDERING ACTIVITIES: *If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: $100.00

4. GEOGRAPHIC COVERAGE: 48 States, DC

5. POINT(S) OF PRODUCTION: N/A

6. DISCOUNT FROM LIST PRICES: *Government Net Prices (discounts already deducted) are shown on the attached GSA Pricelist.*

7. QUANITIY DISCOUNTS: 1.0% off for each task order or Blanket Purchase Agreement (BPA) with an awarded value that meets or exceeds $100,000.00. If a task order or BPA with the original awarded value of $99,999.99 or below has increased to meet or exceed $100,000.00 because of a modification awarded by the customer agency, then 1.0% off is applied to follow-on invoices for the respective task order or BPA.

8. PROMPT PAYMENT TERMS: 0.00%; Net 30 Days – Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. FOREIGN ITEMS: Not Applicable

10a. TIME OF DELIVERY: Task Order Level

10b. EXPEDITED DELIVERY: Contact Contractor

10c. OVERNIGHT AND 2-DAY DELIVERY: Contact Contractor

10d. URGENT REQUIREMENTS: Agencies can contact the Contractor's representative to ensure a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

11. FOB POINT: Destination

12a. ORDERING ADDRESS: Same as Contractor

12b. ORDERING PROCEDURES: See Federal Acquisition Regulation (FAR) 8.405-3

13. PAYMENT ADDRESS: Same as Contractor

14. WARRANTY PROVISION: Not Applicable

15. EXPORT PACKING CHARGES: Not Applicable

16. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): Not Applicable

17. TEMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): Not Applicable

18. TERMS AND CONDITIONS OF REPAIR PARTS INDICATION DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF APPLICABLE): Not Applicable

19. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): Not Applicable

20. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): Not Applicable

21. PREVENTIVE MAINTENANCE (IF APPLICABLE): Not Applicable

22a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, Energy efficiency, and/or reduced pollutants): Not Applicable

22b. Section 508 Compliance for Electronic and Information Technology (EIT): Not Applicable

23. UNIQUE ENTITY IDENTIFIER (UEI) NUMBER: H7S1MZJVB578

24. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: Contractor has an Active Registration in the SAM database.
Cage Code: 82C81

APPENDIX A SERVICE DESRIPTION

APPENDIX B GSA PRICE LIST

"The Service Contract Labor Standards, formerly the Service Contract Act (SCA), is applicable to this contract as it applies to the entire Multiple Award Schedule and all services provided. While no specific labor categories have been identified as being subject to SCLS due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CRF 541.300), this contract still maintains the provisions and protections for SCLS eligible labor categories. If and/or when the contractor adds SCLS labor categories/employees to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCLS matrix identifying the GSA labor category titles, the occupational code, SCLS labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract." per the Multiple Award Schedule Solicitation.

APPENDIX A

SERVICE DESRIPTION

RECRUITING

We provide permanent placement, full cycle recruiting and RPO level services for all carceral systems nationwide. This includes submitting candidates for hire for all positions in corrections facilities, detention facilities, prison healthcare, Sheriff's Departments, ICE, and U.S. Marshals.

APPENDIX B – GSA PRICE LIST

WHALLS GROUP LLC

Escalation Rate	3.20%		EPA Clause I-FSS-969(b)(1) - Fixed Escalation with Out-Year Pricing				
			Year 1	Year 2	Year 3	Year 4	Year 5
SIN	Labor Category	Contractor or Customer Facility or Both	GSA PRICE including IFF 12/14/23 through 12/13/24	GSA PRICE including IFF 12/14/24 through 12/13/25	GSA PRICE including IFF 12/14/25 through 12/13/26	GSA PRICE including IFF 12/14/26 through 12/13/27	GSA PRICE including IFF 12/14/27 through 12/13/28
56131	*Recruiting/Recruitment*	*Both*	*$4,886.65*	*$5,043.02*	*$5,204.40*	*$5,370.94*	*$5,542.81*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0971 **Meeting Date:** 12/17/2025

Department
Purchasing & Contract Compliance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to modify the 2025 Annual Hardware and Software Maintenance and Support List.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-386(2) requests for approval of material changes to the terms and conditions or an increase in spending authority for associated support and maintenance items must be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: This request is to modify the 2025 Annual Hardware and Software Maintenance and Support List as listed in Exhibit 1. All items were vetted and approved by the Purchasing Department.

Annual Hardware and Software Maintenance and Support List - 2025									
AML Line	Type	Vendor Name	Product Name	Description	User Agency	2025 Expenditure	Add'l Amount	Funding Source	Comments
168	Software	Entrust Corp	Entrust Security Cert Mgmt Svcs	Cert. Management Services/ Security Tool	FCIT	$20,000.00	None	FCIT	Name Change
195	Software	Sitecore	Sitecore Experience 9 Platform	Maintenance and support/Hosting application for fultoncountyga.gov	FCIT	$450,000.00	$115,000.00	FCIT	Increase in spending authority
249	Software	Guardian Tracking	Internet Access to the Guardian Tracking Employee Documentation / Early Intervention & Recognition System Software	Provides continued technical support and all software	Police	$2,115.00	$3,133.50	Police	Increase in spending authority
432	Software	Tyler Technologies	Odyssey Justice System Unified Justice Case Management System Maintenance & Support Services	Annual Support and Services	Criminal Justice and Public Safety Agencies	$2,250,355.00	$449,645.00	FCIT	Increase in spending authority

Purpose (Justification)

FCIT requests BOC approval to approve the vendor's name change for AML number 168, the service, Entrust Security Certificate Management Services provided by Entrust is now being provided by Sectigo Limited. All documentation was provided to Purchasing Department.

FCIT requests an increase in spending authority for AML number 195, Sitecore. The current spending authority is $450,000.00. The requested increase covers overages caused by upgrading the current Fulton County website platform to a newer one that will enable necessary updates and accessibility improvements. The requested increase for sufficient authority is $115,000.00 which will bring the total requested authority to $565,062.33.

The Police Department requests an increase in spending authority for AML number 249, Guardian Tracking. The current spending authority is $2115.00. The requested increase covers additional licenses required for staff. The additional authority of $3,133.50 will bring the total requested authority to $5,248.50.

FCIT requests and increase in spending authority for AML number 432, Tyler Technologies. The current spending authority is $2,250,355.00. The requested increase is for configuration changes, new implementations for functions and features with Odyssey for the Courts, Clerk, Law Enforcement and Fulton County Jail. The additional authority of $449,645.00 will bring the total requested authority to $2,700,000.00.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0972 **Meeting Date:** 12/17/2025

Department
Library

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of an MOU in the amount of $227,116.00 for fiscal year 2026 between the University of Georgia Cooperative Extension and the Fulton County Board of Commissioners to continue to provide research-based education in the areas of Agriculture and Natural Resources, Family and Consumer Sciences, 4-H and Youth Development to Fulton County citizens; and to delineate the obligations and responsibilities of the parties with respect to the shared information technology and the UGA and Fulton County employees assigned as Extension personnel. This MOU will be in substantial form of the MOU effective from 2020 through 2025 and will be effective for an initial five-year term ending December 31, 2030, with options to renew for nine additional five-year terms, and Addendum E will be updated annually to reflect and obtain BOC approval on employee salaries and related obligations.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Recommend approval of the request to enter into an MOU in the amount of $227,116.00 between the University of Georgia Cooperative Extension and the Fulton County Board of Commissioners to continue to provide research-based education in the areas of Agriculture and Natural Resources, Family and Consumer Sciences, 4-H and Youth Development to Fulton County citizens.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Agenda Item No.: 25-0972 **Meeting Date:** 12/17/2025

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.)*

Recommend approval of the request to enter an MOU in the amount of $227,116 between the University of Georgia Cooperative Extension and the Fulton County Board of Commissioners to continue to provide research-based education in the areas of Agriculture and Natural Resources, Family and Consumer Sciences, 4-H and Youth Development to Fulton County citizens. This working relationship has been in place for many years with five-year agreements without renewals provided. This presentation of the full MOU will re-establish the complete agreement and contemplate renewals. Due to this posture, certain details regarding the nomenclature and wording in the MOU are being negotiated by the parties. However, the material terms are not in dispute and the contract will not be modified materially from the form of the 2020 - 2025 agreement provided here for review unless approved by the BOC in a subsequent action.

Scope of Work: To provide research-based education in the areas of Agriculture and Natural Resources, Family and Consumer Sciences, 4-H and Youth Development to Fulton County citizens

Community Impact: Will enable Cooperative Extension to maintain its current level of education services located at the North Fulton Service Center, East Point, Atlanta History Center, and Camp Truitt/4-H Center.

Department Recommendation: To approve the contract in the amount of $227,116

Project Implications: We don't foresee any changes in the service provided.

Community Issues/Concerns: We are not aware of any issues or concerns at this time.

Department Issues/Concerns: We don't have any issues or concerns at this time.

Fiscal Impact / Funding Source

Funding Line 1:

100-650-6300-1160

Funding Line 2:

100-650-6303-1160

Funding Line 3:

100-650-6304-1160

MEMORANDUM OF UNDERSTANDING
Between
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
by and on behalf of
THE UNIVERSITY OF GEORGIA
COOPERATIVE EXTENSION
and FULTON COUNTY

This Memorandum of Understanding ("MOU") is made between the Board of Regents of the University of System of Georgia by and on behalf of the University of Georgia Cooperative Extension (hereinafter "UGA Extension") and Fulton County, a political subdivision of the State of Georgia, by and through its Board of Commissioners, (hereinafter the "Fulton"), for the provision of Cooperative Extension Services and Personnel (hereinafter "County Extension Personnel") in Fulton County, Georgia.

WHEREAS, through the Smith-Lever Act of the U.S. Congress of 1914, an Agreement was created between The Board of Regents of the University System of Georgia, the University of Georgia, the University of Georgia Cooperative Extension and the U.S. Department of Agriculture, to allow for Extension work to be conducted in the State of Georgia; and

WHEREAS, for over 100 years UGA Extension has offered services in all 159 counties in the State of Georgia; and

WHEREAS, through county offices throughout the state, UGA Extension continues to offer reliable information and programs in the areas of agriculture, food, families, the environment and 4-H youth development; and

WHEREAS, the County Extension programs are able to be maintained and operated through the use of UGA Extension and Fulton employees as personnel; and

WHEREAS, UGA Extension and Fulton agree that the services provided by County Extension Personnel are invaluable to Fulton's citizens and community; and

WHEREAS, the County Board of Commissioners is authorized under Article 9, Section 3, Paragraph 1, and Article 9, Section 4, Paragraph 2, of the Constitution of the State of Georgia as amended in 1983, and by O.C.G.A. § 20-2-62 and O.C.G.A. § 48-5-220 to enter into agreements providing for these types of services; and

WHEREAS, all parties agree that it is necessary and appropriate to define the types of UGA Extension operations and personnel and establish parameters for compensation so that all parties are clear on their respective responsibilities and duties;

NOW, THEREFORE, the Parties agree as follows:

I. OPERATIONS

UGA Extension and Fulton will support all County Extension personnel operationally as set forth in this MOU regardless of employee compensation status.

A. UGA EXTENSION agrees to the following:

1. UGA Extension shall annually appoint a UGA employee who is a member of the County Extension personnel to serve as the County Extension Coordinator. The Coordinator shall be responsible for the total County Extension program, staff coordination and supervision, and all communications and transactions between Fulton, UGA Extension, and the County Extension staff.

2. UGA Extension shall provide County Extension personnel with the necessary educational materials needed for an effective program. UGA Extension also agrees to plan, implement and conduct training as necessary to keep County Extension personnel adequately prepared to conduct effective, relevant Extension programs.

3. UGA Extension shall reimburse all County Extension personnel directly for expenses incurred for officially designated travel authorized by the District Extension Director.

4. UGA Extension shall support County Extension personnel and the Extension program in the County with necessary assistance of District and State subject matter and supervisory personnel and other resources as available from the University of Georgia, the University System of Georgia, and other agencies and organizations with whom UGA Extension cooperates.

5. UGA Extension shall report to the County Board of Commissioners at regular intervals on the nature of the County Extension program and progress being made.

B. FULTON agrees to the following:

1. ***Office and Infrastructure.*** Fulton shall provide a suitable County Extension office with the suitability of the office to be agreed on by all parties. As a part of the County's budgeting process, Fulton further agrees to provide sufficient funds to pay for all necessary office supplies, office equipment, telephone, utilities, data communication/networking (including broadband internet connectivity, where available), postage, demonstration materials, janitorial service and other items necessary for the operation of an effective Extension education program. See **Addendum D** for Information Technology (IT) systems and support specifications.

2. ***Vehicles and Travel.*** Fulton shall furnish a county government vehicle or reimburse the travel expenses of the Coordinator and all Fulton employees for official travel approved pursuant to I.A.3 above and for travel of Cooperative Extension personnel within the county or on behalf of Fulton County.

3. ***Annual Review.*** Fulton shall evaluate financial support to the operations of UGA Extension annually, including compensation of personnel, make adjustments as necessary for continued effective support, and shall notify the UGA Extension of these adjustments. The County Extension Coordinator will prepare and submit for approval an annual operating budget to Fulton according to standards set by Board of Commissioners for all county departments.

II. COMPENSATION

The County Extension personnel shall be categorized based on the method of compensation they are associated with, as set forth in the attached addendums (A, B, and C). UGA Extension and Fulton shall identify and agree upon the appropriate compensation method and personnel relationship for each employee. The following three options are available (CHECK ALL THAT APPLY):

☐ **A. COOPERATIVE DIRECT PAY**

In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "A".

☒ **B. COOPERATIVE CONTRACT PAY**

In choosing "Cooperative Contract Pay," Fulton desires for certain County Extension Personnel to be UGA Extension Employees and to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel who are UGA Extension Employees under this option, as well as Fulton's and UGA Extension's responsibility for such Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between Fulton and UGA Extension as set forth in Addendum "B". However, for administrative purposes the compensation for County Extension Personnel who are UGA Extension Employees will come directly from UGA Extension, with Fulton reimbursing UGA Extension for Fulton's proportionate share.

☒ **C. COUNTY FUNDED EXTENSION PERSONNEL**

In choosing "County Funded Extension Personnel," Fulton desires for certain County Extension Personnel to be employees of Fulton receiving compensation from only Fulton, as set forth in Addendum "C". Fulton shall be solely responsible for the salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any) of County Extension Personnel who are Fulton Employees.

III. AGREEMENT

1. This MOU shall take effect when it is executed by both Fulton County and UGA Extension.

2. In instances of conflict between University of Georgia/University System of Georgia and Fulton policies, the University of Georgia/University System of Georgia policies shall govern with regard to the County Extension Program activities, Fulton policies shall govern with regard to the facilities and property, and the personnel policies of each party shall govern such party's employees.

3. The term of this MOU shall be from the January 1, 2026, for a five-year term with nine optional five-year renewals or until terminated by either party by written notice of such intent provided ninety (90) days in advance. The parties shall annually amend Addendum E to confirm or update the personnel and salaries.

4. This MOU may be modified by written agreement of the parties hereto.

5. Neither party to this agreement will discriminate against any employee or applicant for employment because of age, color, disability, genetic information, national origin race, religion, sex, or veteran status.

6. All notices provided for or permitted to be given pursuant to this MOU shall be in writing and shall be deemed to have been properly given or served by personal delivery or by depositing in the United States Mail, postpaid and registered or certified mail, return receipt requested, and addressed to the addresses set forth below.

For UGA Extension:
James Herrin
1757 E. Washington Road
East Point, GA 30344
james.herring@uga.edu

For Fulton County:
Gayle Holloman
1 Margaret Mitchell Square
Atlanta, GA 30303
Gayle.holloman@fultoncountyga.gov

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

By giving written notice to the Primary Contact listed above, either party hereto shall have the right from time to time and at any time during the term of this MOU to change any of the above information, including points of contact, address and other contact information.

IN WITNESS WHEREOF, the parties have caused this MOU to be properly executed by their duly authorized officers, effective as of the day and year first above written.

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

_____
Office of the Fulton County Attorney

FOR UGA EXTENSION:

_____ Date:_____
County Extension Coordinator, Fulton County

_____ Date:_____
Vice President for Public Service and Outreach, or their designee
University of Georgia

Addendum A
(NOT APPLICABLE)

COOPERATIVE DIRECT PAY

In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process.

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and to determine the total salary applicants are to be paid.

2. UGA Extension shall serve as the employer of record and therefore:
    a. Provide legally required health insurance; and
    b. Provide legally required worker's compensation insurance

3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.

4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.

5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall

retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including those related to personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.

7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.

8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel as set forth in the annual Financial Agreement. Benefits, including leave, shall be calculated according to policies established by the Board of Regents.

   The County portion of salary shall be paid monthly by the County directly to County Extension personnel. The County will collect and remit FICA taxes on the County portion of the salary. UGA Extension shall provide monthly statements to the County reflecting the County portion of the employer contribution to the employee's retirement benefit with Teachers Retirement System of Georgia. The reimbursement to UGA Extension for the County's portion of this benefit will be made to the UGA Extension in the full amount within fifteen (15) days of receipt of the statement.

   The County portion of employee salaries should be adjusted annually based on performance and/or cost of living increases typical of other County employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date. UGA will not allocate any percentage salary increase on the County portion of the employee's salary.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.

Addendum B

COOPERATIVE CONTRACT PAY:

In choosing Cooperative Contract Pay, Fulton desires for certain County Extension Personnel who are UGA Extension employees to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as Fulton's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between Fulton and UGA Extension as set forth in an annual Financial Agreement included in Addendum E. Such annual Financial Agreement shall be contingent upon funding as a part of Fulton's annual budget process. However, for administrative purposes suchcompensation for County Extension Personnel who are UGA Extension employees will come directly from UGA Extension, with Fulton reimbursing UGA Extension for the County's proportionate share.

1. UGA Extension shall employ and supervise County Extension personnel who are UGA Extension Employees and shall be an independent contractor of Fulton. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and determine the total salary applicants are to be paid.

2. UGA Extension shall serve as the employer of record for County Extension personnel who are UGA Extension Employees and therefore:
    a. Provide legally required health insurance;
    b. Provide legally required worker's compensation insurance; and
    c. Pay applicable FICA taxes; and
    d. Withhold federal and state income taxes in accordance with relevant federal and state law.

3. UGA Extension shall appoint County Extension personnel who are UGA Extension Employees in compliance with Equal Employment Opportunity regulations and subject to the approval of Fulton. Fulton will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.

4. In the event the work of any County Extension staff member who is a UGA Extension Employee becomes unsatisfactory to Fulton, it shall be the responsibility of Fulton to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address Fulton's dissatisfaction and advise Fulton of action taken, if any. UGA Extension shall have the right to terminate or transfer UGA Extension employees from the County Extension program. UGA Extension may select a replacement UGA Extension Employee for the County Extension program, following the procedure described above.

5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.

7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel who are UGA Extension Employees at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.

8. Fulton shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel who are UGA Extension Employees to UGA Extension within thirty (30) days of receipt of an invoice from UGA Extension. Benefits, including leave, shall be calculated according to policies established by the Board of Regents. UGA Extension will provide monthly statements to Fulton reflecting the Fulton portion of the salary and benefits for the County Extension Personnel who are UGA Extension Employees. Fulton is aware and agrees that these benefits will include Fulton's proportionate share of the employer portion of FICA, worker's compensation and the employee's selected retirement benefits. The employee may select the Georgia Teachers Retirement System or the Board of Regents Optional Retirement Program.

   The Fulton portion of UGA Extension Employee reimbursed salaries may be adjusted annually based on performance and/or cost of living increases typical of other Fulton employees in accordance with Fulton's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date, and a new contract will be issued with the new salary. In the event UGA Extension increases the salaries of UGA employees who are Cooperative Extension personnel, UGA Extension will not pass along such increases as a percentage salary increase allocated to the Fulton's portion of the UGA Extension Employee's salary. Fulton's portion is as set forth in the annual Financial Agreement.

9. Fulton agrees to pay its share of the annual leave payment for UGA Extension Employees in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such Fulton share shall be based solely on the individual's time serving as part of the County Extension office.

Addendum C

COUNTY FUNDED EXTENSION PERSONNEL

In choosing County Funded Extension Personnel, Fulton desires for certain of the County Extension Personnel to be Fulton employees receiving compensation from only Fulton. Fulton shall be solely responsible for the salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any) for County Extension Personnel who are Fulton Employees.

For County Extension Personnel who are Fulton Employees, UGA EXTENSION agrees to the following:

1. UGA Extension shall establish minimum qualifications in conjunction with Fulton for County Extension personnel who are Futon Emcployees, and certify the qualifications of all applicants.

2. .

3. UGA Extension, through its County Extension Coordinator, shall supervise County Extension personnel who are Fulton Employees according to applicable University of Georgia and the Board of Regents policies and procedures related to the functioning of the County Extension program. Fulton retains the sole authority over personnel decisions for Fulton Employees.

4. UGA Extension shall evaluate County Extension personnel who are Fulton Employees using the county provided evaluation process or an agreed upon alternative process for consideration in the annual salary adjustments applicable to all Fulton Employees.

5. UGA Extension shall collect, approve and transfer employee work time records to Fulton on a weekly or monthly basis as agreed upon.

6. In the event the work of any County Extension personnel who is a Fulton Employee becomes unsatisfactory to UGA Extension, it shall be the responsibility of UGA Extension to communicate this dissatisfaction to Fulton. It shall then be the responsibility of Fulton to appropriately deal with the dissatisfaction and advise the UGA Extension of action taken, if any. Fulton shall have the right to transfer and/or discipline County Extension personnel who are Fulton Employees, which may include termination.

For County Extension Personnel who are Fulton Employees, Fulton agrees to the following:

1. Fulton shall employ and determine the total salary that such personnel are to be paid.

2. Fulton shall provide all salary and associated benefits for such personnel as per Fulton

County policy.

3. Fulton shall serve as the employer of record and therefore:
   a. Provide legally required health insurance;
   b. Provide legally required worker's compensation insurance;
   c. Withhold and pay appropriate FICA and income taxes to the relevant government agencies; and
   d. Designate supervision of County Extension personnel who are Fulton Employees to the County Extension Coordinator.

4. Annual salary adjustments for County Extension personnel who are Fulton Employees shall be based on Fulton policy and consistent with such policies for other Fulton employees.

5. No provision of this Addendum, the MOU, or the annual Financial Agreement between UGA Extension and Fulton shall create any employment rights for such personnel above and beyond any such rights enjoyed by Fulton employees generally.

Addendum D

IT Systems and Support.

a. *Internet Connectivity*: Fulton shall furnish internet connectivity with adequate speed and capacity to support the operations and programming of the Extension Office. Access to required Extension programming resources, social media systems, and UGA mandated resources shall remain unfiltered and unblocked; provided however that cybersecurity for Fulton shall not be impaired, and in the event cybersecurity is at risk or impaired, the parties shall promptly confer to resolve such issues.

b. *Intraoffice Network*: Fulton shall provide and maintain a wired data network with capacity for all devices required by UGA Extension operations. Fulton shall provide and maintain a secure wireless network sufficiently covering the space used by UGA Extension with all Cooperative Extension personnel permitted access.

c. *Computer Hardware & Device Support*. Fulton IT shall provide support for Fulton-provided PCs and equipment. UGA Extension IT will provide the initial PC image and initial OS setup for UGA provided PCs while Fulton IT provides support for connectivity/network related issues on all PCs within the County Extension office, as well as any Fulton-specific software required for operations. Installation of UGA-specific software required for County Extension program operations shall be permitted on any PC within the office used for County Extension programming (UGA VPN, soil testing software, etc.) Fulton IT shall assist with the installation of UGA-required software on Fulton provided PCs as needed with cooperation from UGA Extension IT as needed. Office central copiers, if applicable, provided by Fulton funds or contracts, shall be supported by Fulton IT or vendor service contracts.

d. *Computer Hardware & Device Procurement*: Fulton shall provide computer equipment to all County Extension personnel who are Fulton Employees. Computers for County Extension personnel who are UGA Extension Employees may be purchased via Fulton IT channels or UGA Procurement using agreed upon IT standards, with consultation from UGA Extension IT and Fulton IT for non-standard equipment. IT equipment purchases shall be funded through Fulton funds or in cooperation with UGA Extension grants or programs as available.

e. *Software Licensing*: UGA Extension IT shall provide licenses for UGA productivity software used on UGA computers. Fulton-specific software required for access to Fulton resources shall be provided and supported by Fulton in collaboration with UGA Extension IT as needed.

f. *Office Relocations, Construction, Renovations (IT concerns)*: The County Extension staff shall notify UGA Extension IT of any plans for office relocation, construction, or renovations to ensure IT infrastructure requirements are addressed if needed.

Fulton shall have its IT Contact listed in Addendum E review and confirm the above requirements.

Addendum E - 2026

UGA Extension Employees		
Primary Contact	James Herrin	1757 E. Washington Road East Point, GA 30344 james.herrin@uga.edu 404-613-4908
HR/Personnel Contact	Clinton McRae District Director	1109 Experiment Street Flynt Building Room 227 Griffin, GA 30223 clinton.mcrae@uga.edu 770-228-7274 (office) 910-318-8159 (cell)
IT Contact	Travis Zetterower	124 Hoke Smith Building Athens, GA 30602 tzetter@uga.edu 706-542-0797
Finance/Billing Contact	Tami Boyle	1109 Experiment Street Flynt Building Room 227 Griffin, GA 30223 nwfinance@uga.edu 770-228-7274

County Employees		
Primary Contact	[NAME]	Address: Email: Telephone:
HR/Personnel Contact	[NAME]	Address: Email: Telephone:
IT Contact	[NAME]	Address: Email: Telephone:
Finance/Billing Contact	[NAME]	Address: Email: Telephone:

Fulton County

Board of Commissioners

January 1, 2026 - December 31, 2026

** Per the MOU, any COLA given to county employees should also be given to Extension Employees*

POSITION			BUDGET PERIOD		Salary	FICA (7.65%)		OTHER FRINGE				
Last Name	Select		Jan 1 - June 30	July 1 - Dec 31		OASDI (6.2%)	HI (1.45%)	RETIREMENT		Health/Life	Travel	Operating
Herrin	ANR -	Agent - CEC	$ 20,500	$ 20,500	$ 41,000	$ 2,542	$ 595	TRS	$ 8,983			
Mixon	4-H -	Agent	$ 7,175	$ 7,175	$ 14,350	$ 890	$ 208	TRS	$ 3,144			
Hooks	4-H -	Agent	$ 16,287	$ 16,287	$ 32,574	$ 2,020	$ 472	TRS	$ 7,137			
LaTora	ANR -	Agent	$ 13,325	$ 13,325	$ 26,650	$ 1,652	$ 386	TRS	$ 5,839			
Tran	FACS -	Agent	$ 7,998	$ 7,998	$ 15,996	$ 992	$ 232	TRS	$ 3,505			
Vacant	ANR -	Agent	$ 13,309	$ 13,309	$ 26,618	$ 1,650	$ 386	TRS	$ 5,832			
Greir	FACS -	Agent	$ 9,055	$ 9,055	$ 18,110	$ 1,123	$ 263	TRS	$ 3,968			
					$ -	$ -	$ -	N/A				
					$ -	$ -	$ -	N/A				
					$ -	$ -	$ -	N/A				
TOTALS			**$ 87,649**	**$ 87,649**	**$ 175,298**	**$ 10,868**	**$ 2,542**		**$ 38,408**	**$ -**	**$ -**	**$ -**

BILL TO THE FOLLOWING NAME AND ADDRESS
Fulton County Cooperative Extension
1757 E. Washington Road
East Point, GA 30344

FISCAL CONTACT INFORMATION	
Name	
Phone	
Email	

APPROVED BY:

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

	District Extension Director Clinton McRae

Combo Code: 18173220011385 - HLO

For District Use:

☐ Spreadsheet update ☐ Team Dynamix Update ☐ Budgeted in Financials ☐ Combo Code [HLO] ☐ Position Funding Co

TOTAL BUDGET	
$	53,120
$	18,592
$	42,203
$	34,528
$	20,724
$	34,486
$	23,463
$	-
$	-
$	-
$	227,116

mpleted

Docusign Envelope ID: 6F1BB2F7-0A3E-475E-9F6C-F1B33457524A

Date: 10/15/2025

To: Clinton McRae
Northwest District Extension Director

FROM:

Fulton County
Board of Commission

RE: Annual Financial Agreement Budget

It is our intent to renew/amend the Annual Financial Agreement with the Board of Regents of the University System of Georgia on behalf of the University of Georgia Cooperative Extension Service.

The attached Budget is for:	Salary, SS/Med, and retirement.
Budget is for the period:	January 1, 2026 - December 31, 2026
The University will bill:	Quarterly

According to the governing Memorandum of Understanding (MOU), this Annual Financial Agreement sets forth the County's contributions toward the compensation of County Extension Personnel for the period stated above.

For administrative purposes, the compensation of personnel listed in this Agreement will come directly from UGA Extension, with UGA invoicing the County for the County's proportionate share. The County requests that the final invoice be sent no later than 60 days after the end date.

County Extension Coordinator	Date	District Extension Director	Date
County Representative	Date	Associate Dean for Extension, CES	Date
Fulton County Chairman	Date		

Sheldon Hammond, District Extension Director
Northwest District Extension
UGA Griffin Campus
1109 Experiment Street, Flynt Building, Room 227
Griffin, GA 30223

Dear Mr. Hammond,

The Fulton County Board of Commission wishes to continue the contract agreement between the Fulton County Board of Commission and the Georgia Board of Regents of the University of Georgia on behalf of The University of Georgia Cooperative Extension Service.

The contract is for salaries, taxes, and retirement for the attached budget period of January 1, 2020 to December 31, 2025. The county requests a final invoice to be sent within 60 days of the contract end date.

Sincerely,

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

County Extension Coordinator — Date: 1/3/2020

District Extension Director — Date:

NOT USED
Associate Dean for Extension – CES, UGA — Date:

NOT USED
Dean & Director of Agriculture and Environmental Sciences, UGA — Date:

Vice-President for Public Service & Outreach, UGA — Date: 2/12/2020

ITEM # 19-1155 RCS 12.18.19
RECESS MEETING

All People have economic opportunities

19-1098 **Select Fulton**
Request approval to amend an existing contract - County Manager - Select Fulton Workforce Development Divisions, 18RFP552018BJD - Workforce Service Delivery Providing Adult, Dislocated and Youth Services--at no additional cost to the contract--with Arbor E & T, LLC d/b/a ResCare Workforce Services (RWS) (Louisville, KY), to add an additional service in the form of a Mobile Unit driver. Effective upon BOC approval.
(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)

All People are culturally enriched

19-1155 **Library**
Request approval of a Memorandum of Understanding between the University of Georgia Cooperative Extension and Fulton County Board of Commissioners to continue to provide research-based education in the areas of Agriculture and Natural Resources, Family and Consumer Sciences, 4-H and Youth Development to Fulton County citizens.
(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)

All People trust government is efficient, effective, and fiscally sound

19-1099 **Finance**
Approval of the November 2019 Payment Voucher Expenditure Report
(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)

19-1100 **Finance**
Approval of the November 2019 Refund Report **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

19-1101 **Finance**
Ratification of the November 2019 Grants Activity Report **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

FULTON COUNTY BOARD OF COMMISSIONERS

RECESS MEETING

December 18, 2019

10:00 AM

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

POST AGENDA MINUTES

This document is tentative, has not been ratified or approved by the Board of Commissioners, and is not binding on the County or any officer.

Scheduled date for ratification: January 8, 2020

CALL TO ORDER: Chairman Robert L. Pitts **10:02 a.m.**

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

Robert L. Pitts, Chairman (At-Large)	**PRESENT**
Liz Hausmann, Commissioner (District 1)	**PRESENT**
Bob Ellis, Commissioner (District 2)	**PRESENT**
Lee Morris, Vice-Chairman (District 3)	**PRESENT**
Natalie Hall, Commissioner (District 4)	**PRESENT**
Marvin S. Arrington, Jr., Commissioner (District 5)	**PRESENT**
Joe Carn, Commissioner (District 6)	**PRESENT**

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recited in unison.

MEMORANDUM OF UNDERSTANDING
Between
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
by and on behalf of
THE UNIVERSITY OF GEORGIA
COOPERATIVE EXTENSION
and Fulton COUNTY

This Memorandum of Understanding ("MOU") is made between the Board of Regents of the University of System of Georgia by and on behalf of the University of Georgia Cooperative Extension (hereinafter "UGA Extension") and **Fulton** County, a political subdivision of the State of Georgia, by and through its Board of Commissioners, (hereinafter the "County"), for the provision of Cooperative Extension Services and Personnel in **Fulton** County, Georgia.

WHEREAS, through the Smith-Lever Act of the U.S. Congress of 1914, an Agreement was created between The Board of Regents of the University System of Georgia, the University of Georgia, the University of Georgia Cooperative Extension and the U.S. Department of Agriculture, to allow for Extension work to be conducted in the State of Georgia; and

WHEREAS, for over 100 years UGA Extension has offered services in all 159 counties in the State of Georgia; and

WHEREAS, through county offices throughout the state, UGA Extension continues to offer reliable information and programs in the areas of agriculture, food, families, the environment and 4-H youth development; and

WHEREAS, UGA Extension is able to maintain and operate these programs through the use of UGA Extension personnel; and

WHEREAS, UGA Extension and the County agree that the services provided by UGA Extension Personnel are invaluable to the County's citizens and community; and

WHEREAS, the County Board of Commissioners is authorized under Article 9, Section 3, Paragraph 1, and Article 9, Section 4, Paragraph 2, of the Constitution of the State of Georgia as amended in 1983, and by O.C.G.A. § 20-2-62 and O.C.G.A. § 48-5-220 to enter into agreements providing for these types of services; and

WHEREAS, all parties agree that it is necessary and appropriate to define the types of UGA Extension operations and personnel and establish parameters for compensation so that all parties are clear on their respective responsibilities and duties;

NOW, THEREFORE, the Parties agree as follows:

I. OPERATIONS

UGA Extension and the County will support all County Extension personnel operationally as set forth in this MOU regardless of employee compensation status.

A. UGA EXTENSION agrees to the following:

1. UGA Extension shall annually appoint a member of the County Extension personnel to serve as the County Extension Coordinator. The Coordinator shall be responsible for the total County Extension program, staff coordination and supervision, and all communications and transactions between the County and the County Extension staff.

2. UGA Extension shall provide County Extension personnel with the necessary educational materials needed for an effective program. UGA Extension also agrees to plan, implement and conduct training as necessary to keep County Extension personnel adequately prepared to conduct effective, relevant Extension programs.

3. UGA Extension shall reimburse all County Extension personnel directly for expenses incurred for officially designated travel authorized by the District Extension Director.

4. UGA Extension shall support County Extension personnel and the Extension program in the County with necessary assistance of District and State subject matter and supervisory personnel and other resources as available from the University of Georgia, the University System of Georgia, and other agencies and organizations with whom UGA Extension cooperates.

5. UGA Extension shall report to the County Board of Commissioners at regular intervals on the nature of the County Extension program and progress being made.

B. The COUNTY agrees to the following:

1. The County shall provide a suitable County Extension office with the suitability of the office to be agreed on by all parties. As a part of the County's budgeting process, the County further agrees to provide sufficient funds to pay for all necessary office supplies, office equipment, telephone, utilities, data communication/networking (including broadband internet connectivity), postage, demonstration materials, janitorial service and other items necessary for the operation of an effective Extension education program.

    a. Should the County request removal or modification of office network infrastructure deployed and/or managed by UGA Extension, the County shall coordinate with UGA Extension IT personnel prior to the removal or modification of said equipment. The County shall also coordinate with UGA Extension IT personnel prior to the addition of new network infrastructure where the existing network infrastructure has been deployed or is managed by UGA Extension.

b. The County shall coordinate with UGA Extension IT personnel in planning for the relocation of an existing or establishment of a new Extension office where the network infrastructure and/or computing resources will be managed by UGA Extension.

c. The County shall allow the installation and use of client software and unrestricted access to online resources deemed necessary by UGA Extension to conduct Extension business operations and program delivery; provided, however, that, all such software shall comply with any and all County information technology policies relating to security on, and compatibility with, the County's information technology infrastructure and systems. UGA Extension and the County will jointly determine such compliance prior to installation of any such software.

2. The County shall furnish a county government vehicle or reimburse the travel expenses of County Extension personnel for official travel in the county or on behalf of the Fulton County. The reimbursement shall be paid by the County directly to County Extension personnel unless some other method is agreed upon in writing by UGA Extension and the County.

3. The County shall evaluate financial support to the operations of UGA Extension annually, including compensation of personnel, make adjustments as necessary for continued effective support, and shall notify the UGA Extension of these adjustments. The County Extension Coordinator will prepare and submit for approval an annual operating budget to the County according to standards set by Board of Commissioners for all county departments.

II. COMPENSATION

The UGA Cooperative Extension personnel shall be categorized based on the method of compensation they are associated with, as set forth in the attached addendums. UGA Extension and the County shall identify and agree upon the appropriate compensation method and personnel relationship for each employee. The following three options are available (CHECK ALL THAT APPLY):

☐ **A. COOPERATIVE DIRECT PAY**

In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "A" and Exhibit "A" thereto.

☒ **B. COOPERATIVE CONTRACT PAY**

In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the

County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "B" and Exhibit "A" thereto. However, for administrative purposes the County Extension Personnel's compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County's proportionate share.

☒ C. COUNTY FUNDED EXTENSION PERSONNEL

In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County, as set forth in Addendum "C". The County shall be solely responsible for the County Extension Personnel's salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).

III. AGREEMENT

1. This MOU shall take effect when it is executed by both **Fulton** County and UGA Extension.
2. In instances of conflict between University of Georgia/University System of Georgia and County policies, the University of Georgia/University System of Georgia policies shall govern.
3. The term of this MOU shall be for (5) years from January 1, 2020 to December 31, 2025. The MOU may be terminated by either party by written notice of such intent provided ninety (90) days in advance.
4. This MOU may be modified by written agreement of the parties hereto.
5. Neither party to this agreement will discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, age, disability, or veteran status.
6. All notices provided for or permitted to be given pursuant to this MOU shall be in writing and shall be deemed to have been properly given or served by personal delivery or by depositing in the United States Mail, postpaid and registered or certified mail, return receipt requested, and addressed to the addresses set forth below. By giving written notice hereunder, either party hereto shall have the right from time to time and at any time during the term of this MOU to change their respective addresses. For the purposes of this Agreement:

The address of UGA Extension is: 111 Conner Hall
Athens, GA 30602

The address of County is: 1757 Washington Road
East Point, GA 30344

or such other address as shall be furnished by such notice to the other party

1/15/2020
Date

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

1/3/2020
Date

County Extension Coordinator, Fulton County

2/12/20
Date

Vice President for Public Services and Outreach, University of Georgia

1/15/2020
Date

Fulton County Clerk to the Commission

BOARD OF COMMISSIONERS FULTON COUNTY GEORGIA FOUNDED, 1853

ITEM # 19-1155 RCS 12/18/19
RECESS MEETING

Addendum A

COOPERATIVE DIRECT PAY

In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement, substantially in the form shown on Exhibit "A", attached hereto and incorporated herein by reference. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process.

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and to determine the total salary applicants are to be paid.

2. UGA Extension shall serve as the employer of record and therefore:
   a. Provide legally required health insurance; and
   b. Provide legally required worker's compensation insurance

3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.

4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.

5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including those related to personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.

7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.

8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel as set forth in the annual Financial Agreement. Benefits, including leave, shall be calculated according to policies established by the Board of Regents.

   The County portion of salary shall be paid monthly by the County directly to County Extension personnel. The County will collect and remit FICA taxes on the County portion of the salary. UGA Extension shall provide monthly statements to the County reflecting the County portion of the employer contribution to the employee's retirement benefit with Teachers Retirement System of Georgia. The reimbursement to UGA Extension for the County's portion of this benefit will be made to the UGA Extension in the full amount within fifteen (15) days of receipt of the statement.

   The County portion of employee salaries should be adjusted annually based on performance and/or cost of living increases typical of other County employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date. UGA will not allocate any percentage salary increase on the County portion of the employee's salary.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.

Addendum B

COOPERATIVE CONTRACT PAY:

In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement, substantially in the form shown on Exhibit "A", attached hereto and incorporated herein by reference. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process. However, for administrative purposes the County Extension Personnel's compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County's proportionate share.

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and determine the total salary applicants are to be paid.

2. UGA Extension shall serve as the employer of record and therefore:
    a. Provide legally required health insurance;
    b. Provide legally required worker's compensation insurance; and
    c. Pay applicable FICA taxes; and
    d. Withhold federal and state income taxes in accordance with relevant federal and state law.

3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.

4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.

5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year

period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.

7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.

8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel to UGA Extension within thirty (30) days of receipt of an invoice from UGA Extension. Benefits, including leave, shall be calculated according to policies established by the Board of Regents. UGA Extension will provide monthly statements to the County reflecting the County portion of the County Extension Personnel's salary and benefits. The County is aware and agrees that these benefits will include the County's proportionate share of the employer portion of FICA, worker's compensation and the employee's selected retirement benefits. The employee may select the Georgia Teachers Retirement System or the Board of Regents Optional Retirement Program.

   The County portion of employee salaries shall be adjusted annually based on performance and/or cost of living increases typical of other county employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date, and a new contract will be issued with the new salary. UGA Extension will not allocate any percentage salary increase on the County portion of the employee's salary. The County's portion is as set forth in the annual Financial Agreement.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.

Addendum C

COUNTY FUNDED EXTENSION PERSONNEL

In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County. The County shall be solely responsible for the County Extension Personnel's salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).

For County Funded Extension Personnel, UGA EXTENSION agrees to the following:

1. UGA Extension shall establish minimum qualifications for County Extension personnel and certify the qualifications of all applicants.

2. UGA Extension may approve or disapprove appointment recommendations by County of County Funded Extension personnel; provided, however, UGA Extension will provide the County with written reasons for each disapproval of an appointment recommendation.

3. UGA Extension shall supervise and evaluate County Funded Extension personnel according to applicable University of Georgia and the Board of Regents policies and procedures.

4. UGA Extension shall collect, approve and transfer employee work time records to the COUNTY on a weekly or monthly basis as agreed upon.

5. In the event the work of any County Funded Extension personnel becomes unsatisfactory to UGA Extension, it shall be the responsibility of UGA Extension to communicate this dissatisfaction to the County. It shall then be the responsibility of the County to appropriately deal with the dissatisfaction and advise the UGA Extension of action taken, if any. The County shall have the right to terminate or transfer personnel.

For County Funded Extension Personnel, the COUNTY agrees to the following:

1. The County shall employ and determine the total salary that personnel are to be paid.

2. The County shall provide all salary and associated benefits as per County policy.

3. The County shall serve as the employer of record and therefore:
   a. Provide legally required health insurance;
   b. Provide legally required worker's compensation insurance;
   c. Withhold and pay appropriate FICA and income taxes to the relevant government agencies; and
   d. Designate supervision of extension personnel to the District Extension Director.

4. Annual salary adjustments for County Extension personnel shall be based on County policy and consistent with such policies for other County employees.

5. No provision of this Addendum, the MOU, or the annual Financial Agreement between UGA Extension and the County shall create any employment rights for such personnel above and beyond any such rights enjoyed by County employees generally.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0973 **Meeting Date:** 12/17/2025

Department
Library

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a recommended proposal - Library, 25RFP1507250B-EC, Shelf-Ready Books for Adults, Teens and Children and Lease Books for Adults for Fulton County Library System in an amount not exceed $800,000.00 with Ingram Library Services LLC, (La Vergne, TN) to provide adult, young adult, children's books, and adult best-selling lease books. Effective January 1, 2026 to December 31, 2026 with two renewal options.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with the Purchasing Code Sections 102-374 or 102-375, all competitive sealed proposals of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: This request is to purchase popular shelf-ready adult, teen and children's books to be distributed through the 34 library locations.

Scope of Work: Provide popular, best-selling, and lease books and shelf-ready books for adults, young adults, and children. This selection of materials will be provided through the 34 libraries in the Fulton County. The cost of this plan covers cataloging, processing and shipping of the books as well as the books themselves. Selected vendor(s) must have an inventory large enough to supply multiple copies of requested titles to meet our 90% fill-rate within the specified turnaround time.

Community Impact: Library patrons will have the ability to check out materials through the Fulton County library network.

Department Recommendation: The Fulton County Library System recommends approval of the recommended vendor.

Project Implications: There is a direct link between patron activity and usage of high demand and lease books, as well as new shelf-ready books received on or near their publication date. This patron activity will decrease if Fulton County loses the ability to provide this service.

Community Issues/Concerns: No Community Issues/Concerns

Department Issues/Concerns: No Department issues/Concerns

Contract Modification: New procurement

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

Contract Value: **$800,000.00**

Prime Vendor: **Ingram Library Services, LLC**
Prime Status: **Non-Minority**
Location: **La Vergne, TN**
County: **Rutherford County**
Prime Value: **$800,000.00 or 100.00%**

Total Contract Value: **$800,000.00 or 100.00%**
Total Certified Value: **$0.00 or 0.00%**

Exhibits Attached

Exhibit 1: Evaluation Committee Letter
Exhibit 2: Performance Evaluation

Contact Information

Jamar Parker, Financial Systems Manager 404-771-7578

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$800,000.00
TOTAL:	$800,000.00

Grant Information Summary

Amount Requested:	N/A	☐	Cash
Match Required:	N/A	☐	In-Kind
Start Date:	N/A	☐	Approval to Award
End Date:	N/A	☐	Apply & Accept
Match Account $:	Click here to enter text.		

Fiscal Impact / Funding Source

Funding Line 1:

100-650-6565-1312: General-Library- Books Library

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment: N/A	**Renewal/Extension Terms**: Tv renewal options remain

Overall Contractor Performance Rating: New Vendor

Would you select/recommend this vendor again?
Yes

Report Period Start: **N/A**

Report Period End: **N/A**

Docusign Envelope ID: 261D3BD0-7FE8-4581-9761-D490B74DA43B

INTEROFFICE MEMORANDUM

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

FROM: Evaluation Committee Recommendation Letter

DATE: November 14, 2025

PROJECT: #25RFP1507250B-EC, Shelf-Ready Books for Adults, Teens and Children and Lease Books for Adults

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Fulton County Library System.

Two (2) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. Ingram Library Services LLC
2. Lady Bellissima LLC DBA 3 Kool Kings

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **Ingram Library Services LLC**., is the recommended vendor for the award of #25RFP1507250B-EC, Shelf-Ready Books for Adults, Teens and Children and Lease Books for Adults with a final score of **87.17%.**

Docusign Envelope ID: 261D3BD0-7FE8-4581-9761-D490B74DA43B

The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

SELECTION COMMITTEE MEMBERS:

Signed by:
Virginia Collier
1C9641CD0A29463...
Virginia Collier
Librarian, Principal

Signed by:
Charmaine Johnson
5C8988A18E414C8...
Charmaine Johnson
Librarian, Senior

Signed by:
Carolyn Bean
25681D83E6CD4B7...
Carolyn Bean
Librarian

Docusign Envelope ID: 261D3BD0-7FE8-4581-9761-D490B74DA43B

EVALUATION CRITERIA	WEIGHT	Ingram Library Services LLC	Lady Bellissima LLC DBA 3 Kool Kings		
Project Development Approach	30.00%	27.50%	5.00%		
Availability of Data Analytics Tool	15.00%	15.00%	1.25%		
Qualification of Key Personnel	10.00%	10.00%	0.83%		
Relevant Project Experience/Past Performance	15.00%	12.50%	2.50%		
Availability of Personnel	10.00%	9.17%	1.67%		
Local Preference	5.00%	0.00%	0.00%		
Service Disabled Veterans Preference	2.00%	0.00%	0.00%		
Cost Proposal	13.00%	13.00%	6.50%		
TOTAL SCORE:	100.00%	87.17%	17.75%		

Certificate Of Completion

Envelope Id: 261D3BD0-7FE8-4581-9761-D490B74DA43B
Subject: EVALUATION COMMITTEE RECOMMENDATION LETTER-Ingram
Parcel ID:
Employee Name:
Source Envelope:
Document Pages: 3
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 3
Initials: 0

Status: Completed

Envelope Originator:
Elsa D. Castro
141 Pryor Street
Purchasing & Contract Compliance, Suite 1168
Atlana, GA 30303
elsa.castro@fultoncountyga.gov
IP Address: 172.56.68.99

Record Tracking

Status: Original
11/14/2025 12:12:55 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Elsa D. Castro
elsa.castro@fultoncountyga.gov
Pool: StateLocal
Pool: Fulton County Government

Location: DocuSign

Location: Docusign

Signer Events	Signature	Timestamp
Virginia Collier Virginia.Collier@fultoncountyga.gov Virginia Collier Library Security Level: Email, Account Authentication (None)	Signed by: Virginia Collier 1C9641CD0A29463... Signature Adoption: Pre-selected Style Using IP Address: 12.247.68.34	Sent: 11/14/2025 12:15:15 PM Viewed: 11/14/2025 12:42:18 PM Signed: 11/14/2025 12:42:56 PM
Electronic Record and Signature Disclosure: Accepted: 11/14/2025 12:42:18 PM ID: 191ce6a4-d3e4-4384-b87f-2bbd1a1a1772		
Charmaine Johnson Charmaine.Johnson@fultoncountyga.gov Librarian Senior Fulton County Library System Security Level: Email, Account Authentication (None)	Signed by: Charmaine Johnson 5C8988A18E414C8... Signature Adoption: Pre-selected Style Using IP Address: 12.247.68.34	Sent: 11/14/2025 12:42:57 PM Viewed: 11/14/2025 12:48:23 PM Signed: 11/14/2025 12:49:30 PM
Electronic Record and Signature Disclosure: Accepted: 11/14/2025 12:48:23 PM ID: 8a95a46f-4149-423f-bbe9-62ae1da76d92		
Carolyn Bean Carolyn.Bean@fultoncountyga.gov Security Level: Email, Account Authentication (None)	Signed by: Carolyn Bean 25681D83E6CD4B7... Signature Adoption: Pre-selected Style Using IP Address: 12.247.68.34	Sent: 11/14/2025 12:49:32 PM Viewed: 11/14/2025 1:34:48 PM Signed: 11/14/2025 1:36:45 PM
Electronic Record and Signature Disclosure: Accepted: 11/14/2025 1:34:48 PM ID: eba78b3a-56ed-4c2b-92f0-ba84aee23c27		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/14/2025 12:15:15 PM
Certified Delivered	Security Checked	11/14/2025 1:34:48 PM
Signing Complete	Security Checked	11/14/2025 1:36:45 PM
Completed	Security Checked	11/14/2025 1:36:45 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Carahsoft OBO Fulton County, Georgia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Fulton County, Georgia:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: glenn.king@fultoncountyga.gov

To advise Carahsoft OBO Fulton County, Georgia of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at glenn.king@fultoncountyga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.
To request paper copies from Carahsoft OBO Fulton County, Georgia
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Carahsoft OBO Fulton County, Georgia
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.
Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were

able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Carahsoft OBO Fulton County, Georgia as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Fulton County, Georgia during the course of my relationship with you.

INTEROFFICE MEMORANDUM

FULTON COUNTY

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

FROM: Ingram Library Services, Inc.

DATE: 11/14/2025

SUBJECT: Contractor Performance Memo

The Contractor listed below has never provided professional services as a Prime Contractor for Fulton County.

Project No: #25RFP1507250B-EC

Project Title: Shelf-Ready Books for Adults, Teens and Children and Lease Books for Adults

Contractor: Ingram Library Services Inc.
One Ingram Blvd
La Vergne, TN 37086-1986

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0974 **Meeting Date:** 12/17/2025

Department
Behavioral Health and Development Disabilities

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a recommended proposal - Behavioral Health, Developmental Disabilities, 25RFP1349711A-BKJ, Qualified Block Grantee - Opioid Abatement Settlement in the total amount not to exceed $644,002.00 with (A) Ascensa Health, Inc. (Atlanta, GA) in an amount not to exceed $150,000.00; (B) Aniz, Inc. (Atlanta, GA) in an amount not to exceed $101,010.00; (C) Atlanta Harm Reduction Coalition, Inc. (Atlanta, GA) in an amount not to exceed $100,000.00; (D) Empowerment Resource Center (Atlanta, GA) in an amount not to exceed $150,000.00; (E) Mary Hall Freedom Village, Inc. (Sandy Springs, GA) in an amount not to exceed $142,992.00 to provide support a range of services related to Opioid Use Disorders (OUD), including Treatment and Recovery. This is a one-time procurement. Effective upon BOC Approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with the Purchasing Code Sections 102-374 or 102-375, all competitive sealed proposals of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: The Fulton County Regional Advisory Committee is requesting approval of selected agency proposals to receive funding awards from the 2025 Opioid Abatement Settlement funds. The Request for Proposals (RFP) was released 3/26/25 and closed on 4/29/25 with receipt of 12 proposals. Proposals were reviewed and evaluated by 7/21/25 and the applicants

scoring 70% or above were selected for funding. Requesting permission to move forward with funding for the top 5 proposals with disbursement of all funding allocated by the Opioid Abatement Settlement Trust from the State of Georgia.

Scope of Work: Under the priority areas of Treatment and Recovery, there should be increased access to recovery support services for individuals with Opioid Use Disorders or OUD. Treatment programs should increase access to treatment services for individuals with Opioid Use Disorders, with a specific focus on Medication Assisted Outpatient Treatment (MAOT) and other evidenced-based practices. This is a one time contract for each vendor to receive their reports and address any issues that may arise.

Community Impact: Reduction in opioid misuse and overdose rates across Fulton County

Department Recommendation: Fund the 5 agency proposals that adequately address the scope of work as evidenced in scoring 70% or higher upon evaluation.

Project Implications: Each agency proposal had to include evidenced base methods for treating individuals with opioid use disorder and recovery plans to increase sobriety.

Community Issues/Concerns: Providing sufficient options for treatment and recovery for individuals impacted by opioid use disorders within Fulton County.

Department Issues/Concerns: Ensuring there are service options available when individuals desire to enter treatment for opioid use disorders to recover.

Contract Modification: New Procurement

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

Total Contract Value: $644,002.00

(A)
Contract Value: $150,000.00
Prime Vendor: Ascensa Health, Inc
Prime Status: Non-Profit
Location: Atlanta, GA
County: Fulton County
Prime Value: $150,000.00 or 100.00%

Total Contract Value: $150,000.00 or 100.00%
Total Non-Profit Value: $150,000.00 or 100.00%

(B)
Contract Value: $101,010.00
Prime Vendor: Aniz, Inc.
Prime Status: Non-Profit

Location: Atlanta, GA
County: Fulton County
Prime Value: $101,010.00 or 100.00%

Total Contract Value: $101,010.00 or 100.00%
Total Non-Profit Value: $101,010.00 or 100.00%

(C)
Contract Value: $100,000.00
Prime Vendor: Georgia Harm Reduction Coalition
Prime Status: Non-Profit
Location: Atlanta, GA
County: Fulton County
Prime Value: $100,000.00 or 100.00%

Total Contract Value: $100,000.00 or 100.00%
Total Non-Profit Value: $100,000.00 or 100.00%

(D)
Contract Value: $150,000.00
Prime Vendor: Empowerment Resource Center
Prime Status: Non-Profit
Location: Atlanta, GA
County: Fulton County
Prime Value: $150,000.00 or 100.00%

Total Contract Value: $150,000.00 or 100.00%
Total Non-Profit Value: $150,000.00 or 100.00%

(E)
Contract Value: $142,992.00
Prime Vendor: Mary Hall Freedom Village, Inc
Prime Status: Non-Profit
Location: Sandy Springs, GA
County: Fulton County
Prime Value: $142,992.00 or 100.00%

Total Contract Value: $142,992.00 or 100.00%
Total Non-Profit Value: $142,992.00 or 100.00

Grand Contract Value: $644,002.00 or 100.00%
Grand Certified Value: $644,002.00 or 100.00%

Exhibits Attached

Exhibit 1: Evaluation Committee Recommendation Letter

Agenda Item No.: 25-0974 **Meeting Date:** 12/17/2025

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

LaTrina Foster, Director, Behavioral Health, Developmental Disabilities, (404) 612-1687

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$644,002.00
TOTAL:	$644,002.00

Fiscal Impact / Funding Source

Funding Line 1:

461-TBD-TBD-TBD: Grants, To be Determined by Finance

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:**

Docusign Envelope ID: 38C2F811-5253-46B0-8061-D85D820C50F5

INTEROFFICE MEMORANDUM

FULTON COUNTY

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

FROM: Evaluation Committee Recommendation Letter

DATE: August 13, 2025

SUBJECT: 25RFP1349711A-BKJ - Qualified Block Grantee - Opioid Abatement Settlement

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Department of Behavioral Health and Developmental Disabilities.

Twelve (12) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. Aniz, Inc.
2. Ascensa Health, Inc.
3. Atlanta Harm Reduction Coalition, Inc
4. CHRIS180
5. Covenant Community Inc
6. DCJ Global Management Solutions, LLC
7. Empowerment Resource Center
8. Mary Hall Freedom Village, Inc.
9. R2ISE
10. Street Smart Youth Project Inc.
11. The Phish Group LLC
12. ZSchool

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposals submitted below are the recommended vendors for the award of 25RFP1349711A-BKJ - Qualified Block Grantee - Opioid Abatement Settlement.

- Atlanta Harm Reduction Coalition, Inc
- Aniz, Inc.
- Ascensa Health, Inc.
- Empowerment Resource Center
- Mary Hall Freedom Village, Inc.

Docusign Envelope ID: 38C2F811-5253-46B0-8061-D85D820C50F5

The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

SELECTION COMMITTEE MEMBERS:

Signed by:
Beatrice D. King
ADC6AFCA06C243D...
Beatrice King
Fulton County Board of Health

Signed by:
Tracey Elam
48C45F5218B74D6...
Dr. Tracey Elam
Fulton County Sheriff's Department

Signed by:
Supriya Kegley, Ph. D, MPH
F9F4FA06AEA0442...
Supriya Kegley, Ph. D, MPH
Emory Rollins School of Public Health

DocuSigned by:
C452292BF20D4F2...
Tracey Ann George
Clinical Director

DocuSigned by:
Robin Buckley
3575F613113B45F...
Robin Buckley
Resident with Lived Experience

DocuSigned by:
John Collins
CA25DDB41D3C44B...
John Collins
Director of Accountability Court

Signed by:
Lynnette Allen
83CFC203EE72400...
Lynnette Allen
Opioid Coordinator for Fulton County

Docusign Envelope ID: 38C2F811-5253-46B0-8061-D85D820C50F5

EVALUATION CRITERIA	WEIGHT	Ascensa Health, Inc.	Aniz, Inc.	Atlanta Harm Reduction Coalition, Inc.	Empowerment Resource Center	Mary Hall Freedom Village, Inc.
Project Plan/Approach to Work	45%	40.18	36.95	35.36	32.14	35.36
Qualifications of Key Personnel	15%	13.39	12.32	12.32	15.00	12.32
Relevant Project Experience/Past Exp.	15%	12.86	13.39	14.46	15.00	14.46
Availability of Key Personnel	3%	2.46	2.57	2.79	2.79	2.57
Local Preference	5%	5.00	5.00	5.00	5.00	5.00
Service Disabled Veterans Preference	2%	0.00	0.00	0.00	0.00	0.00
Total Technical Scores		73.89	70.24	69.93	69.93	69.71
Cost	15%	10.00	14.85	15.00	10.00	10.00
TOTAL SCORE:		83.89	85.09	84.93	79.93	79.71

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0975 **Meeting Date:** 12/17/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of the lowest responsible bidder - Department of Public Works, 25ITB1482633A-JWT, Sewer System Cleaning and Manhole Camera Inspection Services in an amount not to exceed $550,000.00 with Video Industrial Services, Inc., (Atlanta, GA) to provide sewer system cleaning and manhole camera inspection services. January 1, 2026, through December 31, 2026, with two renewal options.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☒
District 3 ☒
District 4 ☐
District 5 ☒
District 6 ☒

Is this a purchasing item?
Yes

Summary & Background: This contract will provide sewer system cleaning and manhole camera inspection services.

Scope of Work: This contract will provide CCTV inspections of sewer lines and manholes, smoke testing, dye testing of the sanitary sewer collection system, and sewer system cleaning services by removing blockages from within the publicly maintained sanitary sewer lines for the Department of Public Works in the North and South Fulton sanitary sewer service areas.

Agenda Item No.: 25-0975 **Meeting Date:** 12/17/2025

Community Impact: This contract assists in keeping our sanitary sewers free from foreign materials (grease & debris) which often lead to sewer spills. The inspection of collection system will also assist us in identifying rainfall-derived infiltration and inflow (RDI/I) which can erode manholes and pipes, cause dirt and sand buildup, and uses up sewer capacity which can lead to blockage and structural defects. In addition, this contract will assist us in locating structural defects in our system.

Department Recommendation: The Department of Public Works requests approval.

Project Implications: This service ensures that sanitary sewer pipes are cleaned and maintained, preventing sewer spills and structural failure.

Community Issues/Concerns: None have been raised to Public Works staff.

Department Issues/Concerns: No issues or concerns are known to Public Works staff.

Contract Modification: New Procurement

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

Contract Value: **$550,000.00**

Prime Vendor: **Video Industrial Services, Inc.**
Prime Status: **Non-Minority**
Location: **Birmingham, AL**
County: **Jefferson County**
Prime Value: **$550,000.00 or 100.00%**

Total Contract Value: **$550,000.00 or 100.00%**
Total Certified Value: **$0.00 or 100.00%**

Exhibits Attached

Exhibit 1: Recommendation Letter
Exhibit 2: Bid Tabulation Sheet
Exhibit 3: New Vendor Memo

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

Roy Barnes, Deputy Director, Public Works, 404-612-6713

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$550,000.00
TOTAL:	$550,000.00

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:

201-540-5459-1160: Water & Sewer Revenue, Public Works, Professional Services $275,000.00

Funding Line 2:

201-540-5469-1160: Water & Sewer Revenue, Public Works, Professional Services $275,000.00

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: Tv renewal options

Overall Contractor Performance Rating: New vendor

Would you select/recommend this vendor again?
Choose an item.

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

DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM

FULTON COUNTY

TO: Felicia Strong-Whitaker, Purchasing

FROM: David Clark, Director DC

DATE: November 12, 2025

SUBJECT: 25ITB1482633A-JWT
Sewer System and Manhole Camera Inspection Services

On October 14, 2025, the Department of Purchasing opened an Invitation to Bid (ITB). There were nine (9) responses. Sweeping Corporation of America LLC, provided the overall lowest responsive and responsible bid.

However, the Department of Public Works requested each bidder provide reference that showed they completed work in total for said municipalities exceeding the specified one million lineal feet of sewer system cleaning in which Sweeping Corporation of America LLC, could not provide. Due to this the Department of Public Works is requesting that we move forward with the second lowest bidder Video Industrial Services, Inc.

Therefore, the Department of Public Works is requesting the award to the second overall lowest responsive and responsible bidder, Video Industrial Services, Inc, in the amount of $550,000.00.

If you require additional information, please contact David Clark 404-612-2804.

cc: Roy Barnes, Deputy Director, Public Works R.E.B 10-23-25
Gerald Pace, Deputy Director, Administration, Public Works
Andrenette Whitlow, Material Management Manager, Public Works
Brian Jones, Chief Assistant Purchasing Agent, Purchasing

25ITB1482633A-JWT, Sewer System Cleaning and Manhole Camera Inspection Services			VENDOR NAME Sweeping Corporation of America LLC ADDRESS 4141 Rockside Rd. Ste. 100 Seven Hills, OH 44131 United States TELEPHONE: CONTACT: Adriane Leavitt		VENDOR NAME Video Industrial Services, Inc. ADDRESS 7721 2nd Ave. N Birmingham, Alabama 35206 United States TELEPHONE CONTACT: Drew Mahan		VENDOR NAME Woolpert, Inc. ADDRESS 375 Northridge Rd. Ste 300 Atlanta, GA 30350 United States TELEPHONE CONTACT: Shelley Richardson		VENDOR NAME Atakapa Services ADDRESS 10542 S. Glenstone Pl. Baton Rouge, LA 70810 United States TELEPHONE CONTACT: Hayden Case	
ITEM DESCRIPTION	UNIT	QTY	UNIT $	TOTAL	UNIT $	TOTAL	UNIT $	TOTAL	UNIT $	TOTAL
1. Clean (normal) per the specifications 8" to 12" sewers	L.F.	60,000			$ 0.25	$ 15,000.00	$ 1.06	$ 63,600.00	$ 1.10	$ 66,000.00
2. Clean (normal) per the specifications 13" to 18" sewers	L.F.	10,000			$ 0.30	$ 3,000.00	$ 1.43	$ 14,300.00	$ 1.50	$ 15,000.00
3. Clean (normal) per the specifications 19" to 27" sewers	L.F.	20,000			$ 0.35	$ 7,000.00	$ 1.60	$ 32,000.00	$ 1.65	$ 33,000.00
4. Clean (normal) per the specifications 30" to 36" sewers	L.F.	12,000			$ 0.40	$ 4,800.00	$ 1.84	$ 22,080.00	$ 1.65	$ 19,800.00
5. Clean (normal) per the specifications 42" to 48" sewers	L.F.	10,000			$ 0.50	$ 5,000.00	$ 1.90	$ 19,000.00	$ 1.84	$ 18,400.00
6. Clean (normal) per the specifications 54" to 60" sewers	L.F.	2,500			$ 1.00	$ 2,500.00	$ 2.00	$ 5,000.00	$ 2.13	$ 5,325.00
7. Clean (heavy) per the specifications 8" to 12" sewers	L.F.	2,500			$ 1.00	$ 2,500.00	$ 2.40	$ 6,000.00	$ 2.53	$ 6,325.00
8. Clean (heavy) per the specifications 13" to 18" sewers	L.F.	1,500			$ 2.00	$ 3,000.00	$ 2.75	$ 4,125.00	$ 2.82	$ 4,230.00
9. Clean (heavy) per the specifications 19" to 27" sewers	L.F.	2,000			$ 3.00	$ 6,000.00	$ 3.10	$ 6,200.00	$ 3.74	$ 7,480.00
10. Clean (heavy) per the specifications 30" to 36" sewers	L.F.	2,000			$ 4.00	$ 8,000.00	$ 4.10	$ 8,200.00	$ 3.74	$ 7,480.00
11. Clean (heavy) per the specifications 42" to 48" sewers	L.F.	2,000			$ 5.00	$ 10,000.00	$ 4.85	$ 9,700.00	$ 5.75	$ 11,500.00
12. Clean (heavy) per the specifications 54" to 60" sewers	L.F.	2,000			$ 6.00	$ 12,000.00	$ 6.00	$ 12,000.00	$ 6.90	$ 13,800.00
13. Clean Manholes per the specifications	Vertical ft	300			$ 5.00	$ 1,500.00	$ 31.00	$ 9,300.00	$ 14.38	$ 4,314.00
14. Clean Manholes – Remove stabilized debris	Per MH	100			$ 100.00	$ 10,000.00	$ 155.00	$ 15,500.00	$ 180.00	$ 18,000.00
15. Sewer Line TV Inspection Up to 12"	L.F.	80,000			$ 2.25	$ 180,000.00	$ 1.30	$ 104,000.00	$ 1.35	$ 108,000.00
16. Sewer Line TV Inspection 13" to 18"	L.F.	15,000			$ 2.25	$ 33,750.00	$ 1.50	$ 22,500.00	$ 1.45	$ 21,750.00
17. Sewer Line TV Inspection 19" to 27"	L.F.	60,000			$ 2.25	$ 135,000.00	$ 1.80	$ 108,000.00	$ 1.90	$ 114,000.00
18. Sewer Line TV Inspection 30" to 36"	L.F.	30,000			$ 2.50	$ 75,000.00	$ 1.90	$ 57,000.00	$ 2.00	$ 60,000.00
19. Sewer Line TV Inspection 42" to 48"	L.F.	15,000			$ 2.50	$ 37,500.00	$ 2.10	$ 31,500.00	$ 2.30	$ 34,500.00
20. Sewer Line TV Inspection 54" to 60"	L.F.	3,000			$ 3.00	$ 9,000.00	$ 2.70	$ 8,100.00	$ 2.40	$ 7,200.00
21. TISCIT Inspection - 24" to 36"	L.F.	1,000			$ 4.00	$ 4,000.00	$ 4.40	$ 4,400.00	$ 5.75	$ 5,750.00
22. TISCIT Inspection - 42" – 48"	L.F.	1,000			$ 4.00	$ 4,000.00	$ 4.60	$ 4,600.00	$ 5.75	$ 5,750.00
23. TISCIT Inspection - 54" - 60"	L.F.	1,000			$ 4.00	$ 4,000.00	$ 4.80	$ 4,800.00	$ 5.75	$ 5,750.00
24. Manhole Condition Assessment (MACP Level 1)	Per MH	1,000			$ 60.00	$ 60,000.00	$ 65.00	$ 65,000.00	$ 75.00	$ 75,000.00
25. Manhole Condition Assessment (MACP Level 2) - Pole Cam Inspections	Per MH	100			$ 100.00	$ 10,000.00	$ 155.00	$ 15,500.00	$ 105.00	$ 10,500.00
26. Smoke Test Leak Detection 8" to 12"	L.F.	10,000			$ 0.40	$ 4,000.00	$ 0.50	$ 5,000.00	$ 0.60	$ 6,000.00
27. Smoke Test Leak Detection 13" to 18"	L.F.	2,500			$ 0.40	$ 1,000.00	$ 0.50	$ 1,250.00	$ 0.56	$ 1,400.00
28. Smoke Test Leak Detection 20" to 24"	L.F.	1,000			$ 0.40	$ 400.00	$ 0.60	$ 600.00	$ 0.56	$ 560.00
29. Smoke Test Leak Detection 30" to 36"	L.F.	1,000			$ 0.40	$ 400.00	$ 0.60	$ 600.00	$ 0.56	$ 560.00
30. Dye Flood Testing	Per Test	5			$ 5.00	$ 25.00	$ 1,300.00	$ 6,500.00	$ 250.00	$ 1,250.00
1. Asset Auditing	Hour	20			$ 50.00	$ 1,000.00	$ 176.00	$ 3,520.00	$ 125.00	$ 2,500.00
2. Senior Analyst	Hour	10			$ 75.00	$ 750.00	$ 199.10	$ 1,991.00	$ 205.00	$ 2,050.00
3. Engineering Support	Hour	20			$ 100.00	$ 2,000.00	$ 208.00	$ 4,160.00	$ 200.00	$ 4,000.00
4. Program Director	Hour	5			$ 100.00	$ 500.00	$ 325.00	$ 1,625.00	$ 265.00	$ 1,325.00
5. Project Manager	Hour	10			$ 75.00	$ 750.00	$ 208.00	$ 2,080.00	$ 250.00	$ 2,500.00

25ITB1482633A-JWT, Sewer System Cleaning and Manhole Camera Inspection Services					VENDOR NAME Sweeping Corporation of America LLC ADDRESS 4141 Rockside Rd. Ste. 100 Seven Hills, OH 44131 United States TELEPHONE: CONTACT: Adriane Leavitt		VENDOR NAME Video Industrial Services, Inc. ADDRESS 7721 2nd Ave. N Birmingham, Alabama 35206 United States TELEPHONE CONTACT: Drew Mahan		VENDOR NAME Woolpert, Inc. ADDRESS 375 Northridge Rd. Ste 300 Atlanta, GA 30350 United States TELEPHONE CONTACT: Shelley Richardson		VENDOR NAME Atakapa Services ADDRESS 10542 S. Glenstone Pl. Baton Rouge, LA 70810 United States TELEPHONE CONTACT: Hayden Case	
6. Senior Data Analyst	Hour	10				$ 75.00	$ 750.00	$ 181.00	$ 1,810.00	$ 220.00	$ 2,200.00
7. Engineer I	Hour	20				$ 100.00	$ 2,000.00	$ 140.00	$ 2,800.00	$ 155.00	$ 3,100.00
8. Engineer II	Hour	10				$ 100.00	$ 1,000.00	$ 168.00	$ 1,680.00	$ 160.00	$ 1,600.00
9. GIS Analyst	Hour	10				$ 100.00	$ 1,000.00	$ 164.00	$ 1,640.00	$ 195.00	$ 1,950.00
					Deemed non-responsive						
GRAND TOTAL:					$0.00		$658,125.00		$687,661.00		$709,849.00
BIDS MAILED			NO RESPONSE:			ASSISTANT PURCHASING AGENT:					
BIDS RECEIVED:			NO-BIDS:			CHIEF ASSISTANT:					
						DEPT. AUTHORIZATION:					

Docusign Envelope ID: F751F42B-A682-411A-84C6-7FCF90D29E75

DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM

FULTON COUNTY

TO: Felicia Strong-Whitaker, Purchasing

FROM: David Clark, Director

DocuSigned by: Terry Peters FE1D9F3C081E425...

DATE: October 21, 2025

SUBJECT: Contractor Performance Memo

The contractor listed below previously provided goods/services to the Fulton County Public Works Department under Contract No. **19ITB120718A-FB**. The vendor has not provided any goods or services within the past **three (3) years**; therefore, no current performance evaluation can be completed.

Based on available records, the contractor's performance during the contract period was considered good, demonstrating satisfactory quality of goods and services, timely performance, positive business relations, and effective management by key personnel.

Project: Sewer System Cleaning and Manhole Camera Inspection Services

Project #: 25ITB1482633A-JWT

Contractor: Video Industrial Services, Inc.
7721 2nd Avenue N. Birmingham,
Alabama 35206 United States

If you require additional information, please contact David Clark 404-612-2804.

cc: Roy Barnes, Deputy Director, Public Works R.O.B 11-17-25
Gerald Pace, Deputy Director, Administration, Public Works
Andrenette Whitlow, Material Management Manager, Public Works *AEW 11/17/25*
Brian Jones, Chief Assistant Purchasing Agent, Purchasing

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0976 **Meeting Date:** 12/17/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of lowest responsible bidder - Department of Public Works, 25ITBC1503615A-JWT, Colilert Reagent 24 and Colilert Reagent 18 Supplies, in an amount not to exceed $245,000.00 with IDEXX Distribution Inc. (Westbrook, ME), to provide chemicals for drinking water and treated wastewater analysis for use with existing County-owned lab equipment. Effective dates: January 1, 2026, through December 31, 2026, with two renewal options.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☒
District 3 ☒
District 4 ☐
District 5 ☒
District 6 ☒

Is this a purchasing item?
Yes

Summary & Background: The Department of Public Works is requesting approval of the lowest bidder, IDEXX Distribution Inc., to provide chemicals for permit-required testing of drinking water and treated wastewater.

Scope of Work: Fulton County is required to collect and analyze water samples monthly for total coliforms, fecal coliforms, and *E.coli* to maintain healthy and safe water relating to the provision of Clean Water Act and Safe Drinking Water Act. Colilert-24 and Colilert-18 reagents are the EPA-approved products for Standard Method 9223, which is the process used to detect these

contaminants. Colilert-24 reagent detects the contaminants in water/wastewater samples within 24 hours, while Colilert-18 reagent detects within 18 hours. The County is required, under its drinking water permit, to collect and analyze samples each month for total coliforms and *E.coli*. In addition, the County is required to collect and analyze treated wastewater samples each month for fecal coliforms and *E.coli*, which is a requirement under the County's National Pollutant Discharge Elimination System (NPDES) permit.

Community Impact: Failure to provide Colilert 24 and Colilert 18 Reagents and supplies to perform analyses of both drinking water and treatment wastewater for total coliforms, fecal coliforms, and *E.coli* would subject the County to fines and penalties levied by Georgia's Environmental Protection Division and/or the U.S Environmental Protection Agency.

Department Recommendation: The Department of Public Works recommends approval.

A single bid analysis was conducted, and the Department of Purchasing & Contract Compliance has determined it is in the County's best interest to proceed with awarding this procurement.

Project Implications: Failure to approve would result in an inability to conduct regulatory-mandated testing, resulting in noncompliance with the County's EPD permits.

Community Issues/Concerns: There are no known concerns from the community concerning this testing system. Fulton County has used the system to respond to concerns about water quality from customers. At no time have the analyses proved to be outside the parameters for good water quality.

Department Issues/Concerns: There are no additional department recommendations or concerns on this matter.

Contract Modification: New Procurement

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

Contract Value: **$245,000.00**

Prime Vendor: **IDEXX Distribution Inc.**
Prime Status: **Non-Minority**
Location: **Westbrook, ME**
County: **Cumberland County**
Prime Value: **$245,000.00 or 100.00%**

Total Contract Value: **$245,000.00 or 100.00%**
Total Certified Value: **$0.00 or 0.00%**

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

Exhibit 1: Recommendation Memo
Exhibit 2: Bid Tabulation Sheet

Agenda Item No.: 25-0976 **Meeting Date:** 12/17/2025

Exhibit 3: Contractor Performance Report

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

Roy Barnes, Deputy Director, Public Works 404-612-6317

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$245,000.00
TOTAL:	$245,000.00

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:

201-540-5488-1463: Water & Sewer Revenue, Public Works, Chemicals $245,000.00

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: Tv renewal options

Overall Contractor Performance Rating: 85

Agenda Item No.: 25-0976 **Meeting Date:** 12/17/2025

Would you select/recommend this vendor again?
Yes

Report Period Start:
8/1/2024

Report Period End:
3/31/2025

DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM

FULTON COUNTY

TO: Felicia Strong-Whitaker, Purchasing

FROM: David Clark, Director DC

DATE: October 30, 2025

SUBJECT: 25ITBC1503615A-JWT, Colilert Reagent 18 Supplies

On October 28, 2025, the Department of Purchasing opened the referenced Invitation to Bid (ITBC), receiving one (1) response. IDEXX Distribution, Inc. submitted the overall lowest bid.

Therefore, the Department of Public Works is recommending award to the lowest responsive and responsive bidder IDEXX Distribution, Inc, in the amount of $245,000. 00

Funding is available in the following accounts: 201-540-5488-1464

cc: Roy Barnes, Deputy Director, Public Works R.O.B 10-31-25
Gerald Pace, Deputy Director, Administration, Public Works
Andrenette Whitlow, Material Management Manager, Public Works
Brian Jones, Chief Assistant Purchasing Agent, Purchasing

BID TAB

BID NUMBER/QUOTE #: 25ITBC1503615A-JWT				OPENING DATE:	8/26/2025	PAGE NUMBER:	
BID DESCRIPTION: Laboratory Testing Services							
REQUESTING DEPARTMENT: DEPARTMENT OF PUBLIC WORKS					CONTACT		
		VENDOR NAME		VENDOR NAME		VENDOR NAME	
		IDEXX Distribution, Inc					
		ADDRESS		ADDRESS		ADDRESS	
25ITBC1503615A-JWT, Colilert Reagent 18 Supplies		One IDEXX Drive Westbrook, ME 04092 United States					
		TELEPHONE:		TELEPHONE		TELEPHONE	
		CONTACT: Kristen Harris		CONTACT:		CONTACT: Aaron Jarson	

ITEM DESCRIPTION	UNIT	QTY	UNIT $	TOTAL	UNIT $	TOTAL	UNIT $	TOTAL	UNIT $	TOTAL
Colilert Reagent 18 HR. (200 test pack)	Case	88	$ 1,176.74	$ 103,553.12		$ -				
Quanti-tray 2000 (100 pack)	Box	61	$ 382.88	$ 23,355.68		$ -				
120 mL Tear-off Vessels with Sodium Thiosulfate (200 pack)	Case	97	$ 164.05	$ 15,912.85		$ -				
SIM Plate for HPC test kit (25 tests)	Pack	110	$ 182.52	$ 20,077.20		$ -				
TECT Alert EC/TC (48 Count)	Box	56	$ 540.00	$ 30,240.00		$ -				
QT 2000 Compactor (97-well tray)	Container	6	$ 44.82	$ 268.92		$ -				
Colilert and Colilert - 18 P/A Compactor	Container	2	$ 15.55	$ 31.10		$ -				
Vessel Labels	Roll	13	$ 45.24	$ 588.12		$ -				
Antiform Solution	Container	3	$ 38.00	$ 114.00		$ -				
Colilert Reagent 24 HR. (200 test pack)	Box	50	$ 1,976.51	$ 98,825.50		$ -				
Shipping				$ 20,000.00						

GRAND TOTAL:		$312,966.49		$0.00	$0.00	$0.00
BIDS MAILED		NO RESPONSE:	ASSISTANT PURCHASING AGENT:			
BIDS RECEIVED:		NO-BIDS:	CHIEF ASSISTANT:			
			DEPT. AUTHORIZATION:			

Performance Evaluation Details

ID	E10
Project	Colilert Reagent 24 and Colilert 18 Reagent Supplies
Project Number	22ITBC079A-KM
Supplier	IDEXX Distribution, Inc.
Supplier Project Contact	Christina Lee (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	08/01/2024 to 03/31/2025
Effective Date	04/23/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	04/22/2025
Status	Completed
Publication Date	04/23/2025 11:46 AM EDT
Completion Date	04/23/2025 11:46 AM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

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

QUALITY OF PRODUCT OR SERVICE **17/20**

Rating

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

Comments *Not Specified*

TIMELINESS OF PERFORMANCE **17/20**

Rating

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

Comments *Not Specified*

BUSINESS RELATIONS **17/20**

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments *Not Specified*

CUSTOMER SATISFACTION **17/20**

Rating

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

Comments *Not Specified*

COST CONTROL **17/20**

Rating

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

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0977 **Meeting Date:** 12/17/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to increase the spending authority - Department of Public Works, 16RFP071816K-DJ, Operation & Maintenance Services for Camp Creek Managed Assets in an amount not to exceed $3,677,254.20 with Veolia North America - South, LLC (Atlanta, GA) to provide operation and maintenance services for the Camp Creek water reclamation facility and associated pump stations in South Fulton County.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☒
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: The Department of Public Works is requesting an increase in spending authority to the 2025 PO #540 16RFP071816K-DJ YR25 with Veolia Water North America-South, LLC in the amount of $3,677,254.20 to cover the added costs associated with disposing of biosolids and increased maintenance activities at the Camp Creek facility in accordance with the master contract (16RFP0718K-DJ).

Scope of Work: As part of the 2026 Operation & Maintenance contract and Purchase Order #540 16RFP071816K-DJ YR25), Veolia Water North America-South, LLC is authorized to perform $10,056,888.00 worth of work necessary to properly operate and maintain the Camp Creek wastewater treatment facility and the associated lift stations throughout South Fulton. The 2025 operations have experienced increased costs in biosolid disposal (actual costs of $135/wet ton as compared to the planned $95/wet ton), increased maintenance activities (specifically, pump replacements and SCADA upgrades in the managed assets), and additional operational support associated with the Camp Creek primary and secondary clarifier repair and the Graham Drive Lift Station modernization construction projects. Public Works staff have reviewed the additional costs and agree that they are reasonable and needed for the successful operation of the Camp Creek facilities. Money is available for these expenses in the existing 2025 Public Works O&M budget and capital program.

Community Impact: The successful operation and maintenance of the Camp Creek facility and associated pump stations allow for the proper treatment of wastewater throughout the South Fulton County area.

Department Recommendation: The Department of Public Works recommends approval of the increase in spending authority request.

Project Implications: Failure to increase the spending authority for this operations & maintenance purchase order will result in the inability of Fulton County to pay for the increased expenses already incurred by Veolia.

Community Issues/Concerns: No community issues or concerns are known to Public Works.

Department Issues/Concerns: The Department of Public Works has no issues or concerns with this increase in spending authority request.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	16-1181	12/21/2016	$6,378,790.00
Year 2			$6,374.364.00
Year 3			$6,471,851.00
Year 4			$6,821,288.00
Year 5			$6,922,713.00
1st Renewal	22-0195	3/16/2022	$6,277,692.00
Year 2023			$8,628,832.00
Year 2024			$8,839,697.00
Year 2025			$9,056,888.00
Year 2026			$9,280,595.00
Year 2027 (Partial)			$2,423,354.00

Amendment No.1	24-0846	12/4/2024	$1,226,359.00
Amendment No. 2			**$3,677,254.20**
Revised Total Amount			**$76,005,313.20**

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

Contract Value: **$3,677,254.20**
Prime Vendor: **Veolia Water North America South, LLC**
Prime Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County or**
Prime Value: **$2,568.562.07 or 69.85%**

Subcontractor: **Khafra Engineering Consultants, Inc.**
Subcontractor Status: **African American Male Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Contract Value: **$47,804.30 or 1.30%**

Subcontractor: **Let Us Love Your Lawn**
Subcontractor Status: **African American Female Business Enterprise**
Location: **Stone Mountain, GA**
County: **Dekalb County**
Contract Value: **$66,558.30 or 1.81%**

Subcontractor: **Slater Infrastructure Group d/b/a Multi-Energy Group, LLC**
Subcontractor Status: **African American Female Business Enterprise**
Location: **Alpharetta, GA**
County: **Fulton County**
Contract Value: **$44,127.05 or 1.20%**

Subcontractor: **Amtech Drives**
Subcontractor Status: **Asian American Female Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Contract Value: **$36,772.54 or 1.00%**

Subcontractor: **D. Clark Harris**
Subcontractor Status: **White Female Business Enterprise**
Location: **Fayetteville, GA**
County: **Fayette County**
Contract Value: **$36,772.54 or 1.00%**

Subcontractor: **Global Control Systems Inc.**
Subcontractor Status: **White Female Business Enterprise**
Location: **Smyrna, GA**

County: **Cobb County**
Contract Value: **$73,912.81 or 2.01%**

Subcontractor: **Reliant Water**
Subcontractor Status: **White Female Business Enterprise**
Location: **Butler, GA**
County: **Taylor County**
Contract Value: **$723,683.63 or 19.68%**

Subcontractor: **Prime Power**
Subcontractor Status: **White Female Business Enterprise**
Location: **Austell, GA**
County: **Cobb County**
Contract Value: **$18,386.27 or 0.50%**

Subcontractor: **American Facility**
Subcontractor Status: **White Female Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Contract Value: **$60,674.69or 1.65%**

Total Contract Value: **$3,677,254.20 or 100.00%**
Total Certified Value: **$1,108,692.14 or 30.15%**

.

Exhibits Attached

Exhibit 1: Amendment No. 2 to Form of Contract
Exhibit 2: Performance Evaluation

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

David Clark, Director, Public Works, (404) 612-2804

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: $6,378,790.00
Previous Adjustments: $65,949,269.00

This Request: $3,677,254.20
TOTAL: $76,005,313.20

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-I052 Camp Creek Improvements - $3,235,575.98

Funding Line 2:

203-540-5400-S149 Graham Drive Pump Station - $441,678.22

Key Contract Terms	
Start Date: Upon BOC Approval	**End Date:** 12/31/2025
Cost Adjustment:	**Renewal/Extension Terms**: N renewal Options Remain

Overall Contractor Performance Rating: 58

Would you select/recommend this vendor again?
No

Report Period Start: **7/4/2025**
Report Period End: **10/3/2025**

AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: **Veolia North America – South, LLC**

Contract No.: **16RFP071816K-DJ**, **Operation & Maintenance (O&M) Services for Camp Creek Managed Assets**

Address: **387 18th Street, NW**
City, State **Atlanta, GA 30363**

Telephone: **678-925-6057**

Email: **joseph.tackett@veolia.com**

Contact: **Joseph Tackett,**
Senior Vice President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Veolia North America – South, LLC, to provide operation and maintenance services for the Camp Creek water reclamation facility and associated pump stations in South Fulton County, dated 21st day of December 2016, on behalf of the Department of Public Works; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority to cover the added cost of disposing of biosolids and increased maintenance activities at the Camp Creek facility in accordance with the 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 December 17, 2025, BOC Item

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

This Amendment No. 2 to Form of Contract is effective upon BOC approval, through March 31, 2026, or until services are no longer required as determined by Fulton County. This Amendment is entered into by and between Fulton County and Veolia North America – South, LLC, who agree that all services specified shall be performed in accordance with this Amendment No. 2 and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** The 2025 operations have experienced increased costs in biosolid disposal (actual costs of $135/wet ton as compared to the planned $95/wet ton) and increased maintenance activities (specifically, pump replacements and SCADA upgrades in managed assets) an

additional $890,000 is requested to cover these costs. Public Works staff have reviewed the additional costs and agree that they are reasonable and needed for the successful operation of the Camp Creek facilities.

As part of the 2026 Operation & Maintenance contract and Purchase Order #540 16RFP071816K-DJ YR25), Veolia North America – South, LLC is authorized to perform $10,056,888.00 worth of work necessary to properly operate and maintain the Camp Creek wastewater treatment facility and the associated lift stations throughout South Fulton. The 2025 operations have experienced increased costs in biosolid disposal (actual costs of $135/wet ton as compared to the planned $95/wet ton), increased maintenance activities (specifically, pump replacements and SCADA upgrades in the managed assets), as explained above, and additional operational support associated with the Camp Creek primary and secondary clarifier repair and the Graham Drive Lift Station modernization construction projects. Public Works staff have reviewed the additional costs and agree that they are reasonable and needed for the successful operation of the Camp Creek facilities. Money is available for these expenses in the existing 2025 Public Works O&M budget and capital program.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor in an amount not to exceed $3,677,254.20 (Three Million Six Hundred Seventy-Seven Thousand Two Hundred Fifty-Four Dollars and Twenty Cents) approved by BOC.

3. **LIABILITY OF COUNTY:** This Amendment No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF AMENDMENT NO. 2 TO FORM OF CONTRACT:** Except as modified by this Amendment No 2 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, 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 E. Clark, Director
Department of Public Works

CONTRACTOR:

VEOLIA NORTH AMERICA-SOUTH, LLC

Joseph Tackett, Chief Executive Officer, Municipal Water Contract Operations, Veolia North America – South, LLC

ITEM#: _____ RM: _____	**ITEM#: _____ 2ND RM: _____**
REGULAR MEETING	**SECOND REGULAR MEETING**

Performance Evaluation Details

ID	E4
Project	Operation & Maintenance (O&M) Services for Camp Creek Managed Assets
Project Number	16RFP071816K-DJ
Supplier	Veolia Water North America – South, LLC
Supplier Project Contact	Joseph A. Tackett (preferred language: English)
Performance Program	Construction Services
Evaluation Period	07/04/2025 to 10/03/2025
Effective Date	11/24/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/24/2025 11:59 AM EST
Completion Date	11/24/2025 11:59 AM EST
Evaluation Score	58

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

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

SCHEDULE **10/20**

Rating

Needs Improvement: Schedule slippage but some effort made by Consultant to achieve timelines. Minor issues with monitoring and forecasting.

Comments Unable to complete the work in timely manners.

BUDGET MANAGEMENT **14/20**

Rating

Satisfactory: Design within budget. Reasonable pricing on Scope Changes and processed in a timely manner.

Comments Satisfactory.

OVERALL CONSTRUCTION PROJECT MANAGEMENT **10/20**

Rating

Needs Improvement: Many issues with Project Management that impacted scope, schedule, quality and/or budget.

Comments Shortage of manpower, quality and their experience is the major problems.

COST CONTROL **14/20**

Rating

Satisfactory: Claims process and timeframes for resolution documented and meet the Contract requirements. Consistent, fair, and accurate tracking and forecasting of budgets.

Comments Met the paper work require in contract.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **10/20**

Rating

Needs Improvement: Minor issues with compliance took a long time to resolve and/or required multiple interventions to resolve the issue to the the User Department's satisfaction.

Comments Equipment availability is not catching up and below the contract limits.

GENERAL COMMENTS

Comments	Needs improvements in equipment availability, process control and manpower.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0978 **Meeting Date:** 12/17/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a recommended proposal - Public Works, 25RFP021025K-CRB, Progressive Design/Build for Boat Rock Road Sanitary Sewer Extension, Phase 1 in an amount not to exceed $637,000.00 with Garney + Gresham Smith (Atlanta, GA) to provide progressive design services necessary to deliver a 80% design drawing and a guaranteed maximum price (GMP) associated with completing the construction and design of the sanitary sewer facilities under this project. Effective upon execution of the contract for 180 days following the issuance of the Notice to Proceed.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with the State of GA 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 Program Management, Design/Build 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: This project was initiated via the petition sewer process by the surrounding community who are currently served by individual septic tanks. The work under this project will progress the existing 30% design of the Boat Rock Sanitary Sewer to a, 80% level and deliver a guaranteed maximum price (GMP) to construct the improvements.

Agenda Item No.: 25-0978 **Meeting Date:** 12/17/2025

Scope of Work: This is Phase 1 of the Progressive Design-Build for Boat Rock Road Sanitary Sewer Extension. Work under this phase will deliver 80% design drawings and a guaranteed maximum price associated with completing the design and constructing the sanitary sewer system. This phase is expected to take up to180 days to complete. The design will address the sanitary sewer needs of the petitioning community with gravity solutions. The service area will include those property owners along Boat Rock Road, Campbellton Road, New Hope Road, Bindford Place, Elva Drive and Trammel Crow Park. Once the sanitary sewer system has been installed, each individual property owner will have the option to decommission their septic tank and connect directly to the sewer system at their cost.

Community Impact: Residents that own property along sections of Boat Rock Road, Campbellton Road, New Hope Road, Bindford Place, Elva Drive and Trammel Crow Park will have sanitary sewer facilities constructed allowing them to connect to the publicly owned treatment works.

Department Recommendation: The Public Works Department recommends approval of this Item.

Project Implications: This is Phase 1 of a progressive design build project. This phase of the project will produce a guaranteed maximum price (GMP) and 80% design document. The Department will seek BOC approval for phase 2 once the 80% design and GMP effort has been completed.

Community Issues/Concerns: This is a petition-based sewer project, initiated at the request of a majority of residents directly affected by the proposed facilities. The community has expressed strong support for the project and have formally requested its implementation.

Department Issues/Concerns: No issues or concerns have been brought to the attention of The Public Works Department.

Contract Modification: This is a new procurement.

Contract & Compliance Information

Contract Value: **$637,000.00**

Prime Vendor: **Garney Companies, Inc**
Prime Status: **Non-Minority**
Location: **Alpharetta, GA**
County: **Fulton County**
Prime Value: **$242,060.00 or 38.00%**

Subcontractor: **Gresham Smith**
Subcontractor Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**
Contract Value: **$216,580.00 or 34.00%**

Subcontractor: **CERM**

Subcontractor Status: **African American Male Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Contract Value: **$95,550.00 or 15.00%**

Subcontractor: **Terra Mark**
Subcontractor Status: **Non-Minority**
Location: **Marietta, GA**
County: **Cobb County**
Contract Value: **$70,070.00 or 11.00%**

Subcontractor: **RK Reeves**
Subcontractor Status: **African American Female Business Enterprise**
Location: **Tucker, GA**
County: **DeKalb County**
Contract Value: **$12,740.00 or 2.00%**

Total Contract Value: **$637,000.00 or 100.00%**
Total Certified Value: **$108,290.00 or 17.00%**

Exhibits Attached:

Exhibit 1: Evaluation Recommendation Letter

Exhibit 2: Memo Garney + Gresham Smith

Contact Information

David Clark, Director, Public Works, 404-612-2804

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$637,000.00
TOTAL:	$637,000.00

Fiscal Impact / Funding Source

Agenda Item No.: 25-0978 **Meeting Date:** 12/17/2025

Funding Line 1:

203-540-5400-S234: Water& Sewer R&E, Public Works, Petition Sewers

Key Contract Terms	
Start Date: Upon issuance of NTP	**End Date:** 180 days
Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again? Choose an item.

Report Period Start: **N/A**

Report Period End: **N/A**

Docusign Envelope ID: 3DDCBD6B-35F0-4050-A6BC-859CB7ABF43A

INTEROFFICE MEMORANDUM

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

FROM: Evaluation Committee Recommendation Letter

DATE: October 24, 2025

PROJECT: 25RFP021025K-CRB - Progressive Design/Build for Boat Rock Road Sanitary Sewer Extension

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Fulton County Public Works Department.

Three (3) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. Garney + Gresham Smith
2. John D Stephens, Inc (JDS)
3. Ruby-Collins, Inc. / BenchMark Management, LLC (Joint Venture)

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **Garney + Gresham Smith** with a total score of **89.42%,** is the recommended vendor for the award of **25RFP021025K-CRB - Progressive Design/Build for Boat Rock Road Sanitary Sewer Extension**.

Docusign Envelope ID: 3DDCBD6B-35F0-4050-A6BC-859CB7ABF43A

The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

SELECTION COMMITTEE MEMBERS:

DocuSigned by:
Terry Peters
FE1D9F3C081E425...

Terry Peters, Deputy Director – Technical Services
Public Works Department

DocuSigned by:
D6767A8F96084AB...

Alberto Bechara, Engineering Administrator
Public Works Department

DocuSigned by:
Timothy Mullen
B3DE55094B77467...

Timothy Mullen, Engineering Administrator
Public Works Department

EVALUATION CRITERIA	WEIGHT	Garney + Gresham Smith	John D Stephens, Inc (JDS)	Ruby-Collins, Inc. / BenchMark Management, LLC (Joint Venture)
Project Plan/Approach to Work	20.00	16.67	18.33	15.00
Qualifications of Key Personnel	30.00	27.50	27.50	27.50
Relevant Project Experience/Past Performance	30.00	27.50	27.50	25.00
Availability of Key Personnel	3.00	2.75	2.25	3.00
Local Preference	5.00	5.00	0.00	5.00
Service-Disabled Veterans Preference	2.00	0.00	0.00	0.00
Cost Proposal	10.00	10.00	8.79	3.54
TOTAL SCORE:	100.00	89.42	84.37	79.04

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

INTEROFFICE MEMORANDUM

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

THRU: Terry I. Peters, Deputy Director, Public Works TIP

FROM: David E. Clark, P.E., Director Public Works DC

DATE: 11/26/2025

SUBJECT: Contractor's Performance Report- 25RFP021025K-CRB
Progressive Design/Build for the Boat Rock Sanitary Sewer Extension

==========

The Contractor listed below to our knowledge has never provided any professional goods or services to Fulton County's Public Works Department.

PROJECT: Progressive Design/Build for the Boat Rock Sanitary Sewer Extension

PROJECT NO. : 25RFP021025K-CRB

CONTRACTOR: Garney + Gresham Smith
5895 Shiloh Road Suite 114
Alpharetta, Ga. 30005

POC: Billy Page

PHONE: 913-617-1763

Email: bpage@garney.com

If you have any questions, please contact Terry I. Peters at (404) 612-7485

Cc: Donna Jenkins, Deputy Director, Purchasing
Terry I. Peters, Deputy Director, Public Works
Darlene Banks, Asst. Purchasing Agent, Purchasing

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0979 **Meeting Date:** 12/17/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to amend an existing contract - Department of Public Works, RFP 24RFP0808K-DB, The Progressive Design/Build for Johns Creek Environmental Campus Membrane System Replacement in an amount not to exceed $3,816,902.75 with The Ruby-Collins/Brown and Caldwell Joint Venture to provide 80% design and Guaranteed Maximum Price (GMP) formation for the Expansion and Membrane System Upgrade Project (Phase 1B) and for the design and installation of the replacement ultraviolet (UV) disinfection system (Phase 2A). Effective upon BOC approval through December 31, 2026.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with the State of GA 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 Program Management, Design/Build 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: The JCEC facility is located at 8100 Holcomb Bridge Rd in Roswell and operates under NPDES Permit GA0038831. The plant treats wastewater from residential, commercial, and industrial users in North Fulton County, primarily east of GA 400. The County's intention is to proactively upgrade and replace the membrane and UV disinfection systems, which are

original to the 2009 plant construction. As part of the replacement project, the Department of Public Works desires to increase JCEC's existing 15 MGD capacity to 20 MGD average monthly flow.

Phase 1A of this project was approved on 4/2/2025 (BOC Agenda Item #25-0266), in the amount of $794,000.00. In Phase 1A, early design criteria were established; both the membrane and ultraviolet disinfection systems were chosen; and all other treatment equipment and systems were evaluated for compatibility and efficacy at upgraded treatment plant flows. We are now requesting approval for Phase 1B of this project, which includes costs associated with the 80% design of the membrane replacement project as well as the development of a GMP for the installation and upgrade of the membrane treatment process. As part of the Phase 1A review of the plant's operation, the UV disinfection system was deemed to require urgent replacement due to age of the current equipment. Therefore the 100% design and associated construction costs of the UV replacement will immediately move forward as Phase 2A of this project in conjunction with Phase 1B.

Scope of Work:
The Phase 1B work activities conducted by the Ruby-Collins/Brown & Caldwell Joint Venture team will include the following activities:

- Manage and coordinate with both Fulton County and the JCEC plant operator for all preconstruction work.
- Design the replacement membrane system as well as any other upgrades necessary to allow the plant to treat 20 MGD of wastewater flow.
- Obtain all necessary permits from regulatory authorities.
- Coordinate closely with Public Works in preparing and participating in meetings, developing designs, and resolving issues.
- Implement preconstruction and construction Quality Assurance and Quality Control Programs which will both include but are not limited to validating design criteria; ensuring the adequacy of drawings and specifications; and coordinating across design disciplines and trades.
- Complete project schedule and progress reports, which will include but are not limited to project narratives and summaries, budgeting values and actual costs, scheduling updates, etc.
- Lead and coordinate public outreach, as necessary.
- Develop the required 30%, 60%, 80% design plans as well as the GMP for removal and replacement of the current membrane system.

In parallel with the work activities identified above as part of Phase 1B, The Ruby-Collins/Brown & Caldwell, Joint Venture will complete the following Phase 2A tasks associated with replacing the current UV disinfection system:

- Manage and coordinate with Fulton County and the JCEC plant operator for all preconstruction and construction work.
- Develop 100% UV System design drawings.
- Remove and replace the current Wedeco UV equipment with a Trojan UV system.
- Provide testing and commissioning services, including final inspections on installed equipment and performance testing.
- Coordinate equipment training and start-up activities with JCEC plant operator and staff.

- Provide final record drawings of UV system as installed, including any construction changes.

Community Impact: There will be no impact to the community from the work associated with Phase 1B activities. Construction activities associated with the ultraviolet system replacement as part of Phase 2A are expected to be minimal, but Public Works and the contractor will communicate any activity with the surrounding communities.

Department Recommendation: The Department of Public Works recommends the approval of the award of Phase 1B and Phase 2A of the Progressive Design/Build for Johns Creek Environmental Campus Membrane System Replacement to Ruby-Collins/Brown & Caldwell, a Joint Venture

Project Implications: Without the JCEC Expansion and Membrane System replacement project, the current operation of the facility will be difficult to sustain.

Community Issues/Concerns: No community issues or concerns are known to Public Works.

Department Issues/Concerns: The Department of Public Works has no issues or concerns with this project.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
JCEC Phase 1A Award	25-0266	4/2/2025	$794,000.00
JCEC Phase 1B/2A Award			**$3,816,902.75**
Total Revised Amount			$4,610,902.75

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

Contract Value: **$3,816,902.75**

Prime Vendor: **Ruby Collins & Brown and Caldwell (JV 90/10)**
Ruby Collins (JV) $2,713,817.86 or 90% and
Brown & Caldwell (JV) $301,535.32 or 10%)
Prime Status: **Non-Minority**
Location: **Smyrna, GA**
County: **Cobb County**
Prime Value: **$3,015,353.17 or 79.00%**

Subcontractor: **S. L. King**
Subcontractor Status: **African American Male Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Contract Value: **$610,704.44 or 16.00%**

Subcontractor: **Q Solutions**
Subcontractor Status: **Asian American Female Business Enterprise**

Location:	**Tucker, GA**
County:	**DeKalb County**
Contract Value:	**$152,676.11 or 4.00%**
Subcontractor:	**VLW Group**
Subcontractor Status:	**African American Male Business Enterprise**
Location:	**Decatur, GA**
County:	**DeKalb County**
Contract Value:	**$38,169.03 or 1.00%**
Total Contract Value:	**$3,816,902.75 or 100.00%**
Total Certified Value:	**$801,549.58 or 21.00%**

Exhibits Attached

Exhibit 1: Amendment to Contract
Exhibit 2: JCEC Membrane Phase 1B Proposal
Exhibit 3: JCEC Membrane Phase 2A (UV System) Proposal
Exhibit 4: Performance Evaluation

Contact Information

David E. Clark, Director of Public Works

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$794,000.00
Previous Adjustments:	$0.00
This Request:	$3,816,902.75
TOTAL:	$4,610,902.75

Grant Information Summary

Amount Requested:	Click here to enter text.	☐ Cash
Match Required:	Click here to enter text.	☐ In-Kind
Start Date:	Click here to enter text.	☐ Approval to Award
End Date:	Click here to enter text.	☐ Apply & Accept

Agenda Item No.: 25-0979 **Meeting Date:** 12/17/2025

Match Account $: Click here to enter text.

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-I064: Water & Sewer R&E, Public Works, $3,816,902.75

Key Contract Terms	
Start Date: 12/17/2025	**End Date:** 12/31/2026
Cost Adjustment: $3,816,902.75	**Renewal/Extension Terms**: Cl here to enter text.

Overall Contractor Performance Rating: 97

Would you select/recommend this vendor again?
Yes

Report Period Start: **4/1/2025**

Report Period End: **9/30/2025**

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **The Ruby-Collins/Brown and Caldwell Joint Venture**

Contract No.: **24RFP0808K-DB**, **The Progressive Design/Build for JCEC Membrane System Replacement**

Address: **990 Hammond Drive Northeast, Suite 500**
City, State **Atlanta, GA 30328**

Telephone: **770-432-2900**

Email: **scline@ruby-collins.com**

Contact: **Scott N. Cline,**
President/CEO

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **The Ruby-Collins/Brown and Caldwell Joint Venture** to provide **The Progressive Design/Build for JCEC Membrane System Replacement**, dated 2nd day of April 2025, on behalf of the Department of Public Works; and

WHEREAS, the County wishes to amend the existing contract to cover additional scope of work for Phases 1B (costs associated with the 80% design of the membrane replacement project as well as the development of a Guaranteed Maximum Price for the installation and upgrade of the membrane treatment process) and 2A (100% design and associated construction costs of ultraviolet (UV) disinfection system replacement); 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 December 17, 2025, BOC Agenda Item #.

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

This Amendment No. 1 to Form of Contract is effective as of December 17, 2025, between the County and The Ruby Collins/Brown and Caldwell Joint Venture, 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:** This amendment will cover additional scope of work for Phases 1B and 2A. Phase 1B includes costs associated with the 80% design of the membrane replacement project as well as the development of

a Guaranteed Maximum Price (GMP) for the installation and upgrade of the membrane treatment process. Phase 2A includes 100% design and associated construction costs of ultraviolet (UV) disinfection system replacement.

The Phase 1B work activities conducted by The Ruby-Collins/Brown & Caldwell Joint Venture team will include the following activities:

- Manage and coordinate with both Fulton County and the JCEC plant operator for all preconstruction work.
- Design the replacement membrane system as well as any other upgrades necessary to allow the plant to treat 20 MGD of wastewater flow.
- Obtain all necessary permits from regulatory authorities.
- Coordinate closely with Public Works in preparing and participating in meetings, developing designs, and resolving issues
- Implement preconstruction and construction Quality Assurance and Quality Control Programs which will both include but are not limited to validating design criteria; ensuring the adequacy of drawings and specifications; and coordinating across design disciplines and trades.
- Complete project schedule and progress reports, which will include but are not limited to project narratives and summaries, budgeting values and actual costs, scheduling updates, etc.
- Lead and coordinate public outreach, as necessary.
- Develop the required 30%, 60%, 80% design plans as well as the GMP for removal and replacement of the current membrane system.

In parallel with the work activities identified above as part of Phase 1B, The Ruby-Collins/Brown & Caldwell, Joint Venture will complete the following Phase 2A tasks associated with replacing the current UV disinfection system:

- Manage and coordinate with Fulton County and the JCEC plant operator for all preconstruction and construction work.
- Develop 100% UV System design drawings.
- Remove and replace the current Wedeco UV equipment with a Trojan UV system.
- Provide testing and commissioning services, including final inspections on installed equipment and performance testing.
- Coordinate equipment training and start-up activities with JCEC plant operator and staff.
- Provide final record drawings of UV system as installed, including any construction changes.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor in an amount not to exceed $3,816,902.75 (Three Million Eight Hundred Sixteen Thousand Nine Hundred Two Dollars and Seventy Five

cents) approved by BOC.

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 E. Clark, Director
Department of Public Works

CONTRACTOR:

The RUBY-COLLINS/BROWN AND CALDWELL JOINT VENTURE

[Insert name]
[Insert title]

ITEM#: _____ RM: _____	**ITEM#: _____ 2ND RM: _____**
REGULAR MEETING	**SECOND REGULAR MEETING**

November 21, 2025

Fulton County Government
Department of Purchasing and Contract Compliance
130 Peachtree Street SW, Suite 1168
Atlanta, GA 30303

Attention: Mr. David Clark, P.E., Director of Public Works

Reference: Johns Creek Environmental Campus Membrane System Upgrade & Expansion, Phase1B

David,

Please find the attached Phase 1B Scope of Work for review and consideration. The scope follows the services as outlined in the RFP document and all other components of our contract remain in place. We will follow with and advanced procurement and installation proposal for the Ultra-Violet Disinfection Equipment

The basis of this price for this **Amendment No. 1** is shown on the attached Compensation Schedule as **$1,602,134.**

The Substantial Completion Date upon which this proposal is November 30, 2026.

Our **Contract Compliance Subcontractor Utilization** is shown on the Exhibit B-2, at **23%** of the value. All other components of our approved Compliance Plan remain in place.

We at the Ruby-Collins/Brown and Caldwell Joint Venture look forward to the successful continuation of this very important project to the County. If you should have any questions, feel free to reach out to me directly.

Sincerely,

Jesse B Brown, Senior Project Manager
Ruby-Collins, Inc.

Kelly Comstock, Vice President
Brown and Caldwell

Attachment A

Phase1B Design Scope for

Progressive Design-Build Services for

Johns Creek Environmental Campus Membrane System Upgrade & Expansion

Fulton County Project Number 24RFP0808K-DB

Scope Summary

This Scope of Work describes services to be provided by the Ruby Collins/Brown and Caldwell Joint Venture associated with the progressive design-build of the FULTON COUNTY Johns Creek Environmental Campus (JCEC) membrane system upgrade and expansion Phase 1B contract for Pre-Construction and Design Services. This Phase of the project consists of the preconstruction and detailed design services to 80% design and establishment of a Guaranteed Maximum Price (GMP) for construction of the project.

The following summarizes the major components of the proposed improvements for the Johns Creek Environmental Campus based on the Technical Memoranda and the Design Development Report established in Phase 1A:

- Removal and upgrade of the existing membrane system
- Retrofit existing aerobic digestion system with a new Rotary Drum Thickener for the purposes of recuperative thickening including associated chemical and pumping systems.
- New emergency sump pump system for membrane gallery
- Replacement of existing mixing systems in the following locations:
    - Primary Clarifier Effluent Channel
    - BNR Distribution Channel
    - Anaerobic Tanks
    - Pre-Anoxic Tanks
    - Anoxic Tanks 1
    - Anoxic Tanks 2
    - Swing Tanks
- New primary clarifier and treatment train passive overflow system
- Electrical System Upgrades
    - CTs/PTs at MVSWGR will be replaced
    - MVSWGR and Dewatering MCC Main and Tie Breakers will be replaced
    - Repair/replace the two outdoor XFMRs outside Dewatering Building that are leaking oil
    - Inspection and testing of all other XFMRs for age and use for replacements

    - Provide updated Arc Flash study and replacement of labeling to come into code compliance
    - Provide SCADA upgrades for new equipment
- Retrofit existing SCADA system

Planned engineering services to be performed under this Agreement comprise and are limited to those specifically set forth in this exhibit. Ruby-Collins will work alongside BROWN AND CALDWELL with continuous constructability review through out the design phases and lead the team during GMP Development

The Scope of Services is divided into the following tasks:

- Task 1: Project Management
- Task 2: 30 Percent Design Development (Reference RFP Deliverable Name)
- Task 3: 60 Percent Design Development (Reference RFP Deliverable Name)
- Task 4: 80 Percent Design Development to Support Development of the Proposed Guaranteed Maximum (GMP) for Construction (GMP Design Submittal)
- Task 5: Permitting Services
- Task 6: GMP Development Assistance

PHASE 1B – DETAILED DESIGN AND GMP SUPPORT

Task 1 – Project Management

Project management includes those services necessary to provide execution of detailed design and pre-construction services for Phase 1B, management of BROWN AND CALDWELL team staff and its subconsultants, to coordinate preconstruction work with RUBY-COLLINS and FULTON COUNTY, and to regularly report progress.

1.1 Management and Coordination of Design Team Work. The BROWN AND CALDWELL project manager will coordinate the conduct of each of the various work tasks performed by BROWN AND CALDWELL. Subcontract agreements will be prepared and executed, and the work of subcontractors will be supervised. The BROWN AND CALDWELL project manager will also review and coordinate with the RUBY-COLLINS project manager to finalize the Project Management Plan, Quality Assurance procedures (preconstruction), Quality Controls (preconstruction), decision log and the project Risk Register.

1.2 Team Coordination

1.2.1 Design Team Coordination. BROWN AND CALDWELL will be responsible for coordination of all the BROWN AND CALDWELL design team members including all subconsultants. It is anticipated that regular interface will take place throughout the design process including weekly design coordination meetings.

1.2.2 Coordination with RUBY COLLINS and FULTON COUNTY. Close coordination will be maintained with RUBY-COLLINS and FULTON COUNTY's staff. Work will include attending meetings, regular working sessions, design coordination, resolving technical issues, and coordinating tasks that will involve BROWN AND CALDWELL personnel, as well as preparing for and attending working session meetings with RUBY-COLLINS and FULTON COUNTY.

1.3 Monthly Project Progress Summary. On a monthly basis, following the contract date, BROWN AND CALDWELL will furnish RUBY-COLLINS with a monthly progress report. The monthly progress report will contain, as required by the RFP, the following:

1.3.1 Work Summary. A brief summary of the work completed during the given period, and a description of any items that will potentially impact the project's critical path if not immediately resolved.

1.3.2 Percent completed. A financial breakdown of the status of the job to date.

1.3.3 Any updates to the design schedule

1.4 Quality Control Reviews: Formal design quality control (QC) reviews will be performed as part of the standard Quality Assurance (QA) program. QC reviews will be performed at the following milestones:

- 30 Percent Design / Preliminary Design Report (PDR)
- 60 Percent Design
- 80 Percent Design

The 30 percent reviews will focus on confirmation of sizing and will validate appropriate design criteria, operability review, and finalize appropriate equipment sizing that will impact other disciplines. The 60 percent QC reviews will address constructability and the adequacy of the drawings and specifications to depict the intended facilities adequately for construction. The 80 percent QC review will be a detailed coordination check to identify and address discipline coordination issues and verify that the scope and cost developed for the GMP are in alignment with the design and that any remaining design items not shown on the drawings have been appropriately included in an allowance.

1.5 Project Management Plan Updates. As design development progresses BROWN AND CALDWELL will perform periodic updates of the Project Management Plan originally prepared under Phase 1A. Updates will include required plan changes and revisions resulting from design advancement and development of the future construction sequencing and schedule.

1.6 Risk Assessment and Management. BROWN AND CALDWELL in close collaboration with RUBY COLLINS and FULTON COUNTY will continue to identify project risks as well

as mitigation strategies. Risk register updates will be performed to document risk items, risk assessment and management/ mitigation strategies. Risk allocation and potential impacts on the Schedule, GMP and/or project contingencies will be identified and documented.

1.7 Project Documentation. BROWN AND CALDWELL will document all meetings and decisions by providing the following:

1.7.1 Meeting summaries: following each meeting a meeting summary will be provided that includes information on meeting content, attendees, a copy of the meeting agenda and any handouts, as well as a current version of the Design Decision Log.

1.7.2 Design Decision Log: A Design Decision Log will be developed in Excel and use to identify all decisions made during the Phase 1B component of the project. It will also be used to track pending decisions and identify additional information needed to support the decision process. This will be included with each monthly report as well as each meeting summary.

Task 2 – 30 Percent Design Development

2.1 30 Percent Design Development. During this task a 30 percent design and a draft Basis of Design Report (BODR) will be developed. The Anticipated scope is as follows:

- The BODR will utilize information developed in the DDR during Phase 1A as well as updated information from the design effort undertaken by the membrane supplier. The BODR will include sufficient information to reflect the scope of the project and applicable design criteria on which the final design of facility improvements will be based.
- List of planned specifications
- Preliminary Equipment List
- Results of the laser scanning effort and REVIT Model Backgrounds documenting the existing As-Built Conditions in the areas noted herein.
- 30% Preliminary Mechanical Design. This will consist of piping concepts and preliminary layout of membrane supplier modules and equipment.
- 30% Electrical and SCADA design including preliminary Process and Instrumentation Diagrams (P&IDs) and preliminary power one-line diagram(s). The P&IDs will depict process mechanical equipment, identification of variable speed equipment, piping with preliminary sizes, valves with types and preliminary sizes, and primary element instrumentation.

- Preliminary Structural Details. Preliminary structural details will be provided.
- Input on Preliminary Construction schedule (Developed by RC)
- Input on Preliminary Construction cost estimate (Developed by RC)

2.2 30 Percent Design Review:

A one half-day 30 percent design review meeting will be held at the 30 percent design milestone to walk all team members through the progress deliverable. This meeting is intended to be a comprehensive meeting with the team to discuss and make design decisions to be incorporated in the next phase of design. Meeting summary will be prepared and distributed electronically to the team for review and comment. The summary will include a list of design decisions agreed to during the workshop, as well as written responses to all review comments that have been provided by the OWNER. A maximum of six sets of drawings and related documents for the 30 percent design deliverable will be provided to the OWNER for review prior to the meeting.

Task 3 – 60 Percent Design Development

3.1 60 Percent Design Development. During this task continued design and production of a 60 percent design package will take place. The 60 percent design will incorporate feedback from the 30 percent design review and continue to develop the design. The 60 percent design is anticipated to include:

- Changes from the Preliminary 30 Percent Design, and justification thereof
- Update of any BODR Design Criteria that has changed since 30 percent (if applicable)
- Updated equipment list
- Preliminary process control narratives (to be finalized as control strategies in Final Design)
- 60% Demolition drawings showing elements to be removed and some coordination notes
- 60% Process mechanical plans, sections, and selected details with location of major equipment, piping, and appurtenances; membrane equipment, minor piping may be partially complete
- A progress set of structural details
- 60% Control system network diagram

- 60% Piping and instrumentation diagrams (P&IDs) based on equipment selections, configuration, operating strategies and pipe sizes and valve types and sizes updated
- 60% Electrical overall one-line diagrams with applicable electrical room layouts and preliminary panel layouts
- 60% Preliminary power plans and schedules
- Draft 60% specifications with project-specific information
- Updated Construction sequencing (Prepared jointly with BC and JV)
- Input on Updated Construction schedule (Developed by RC)
- Updated Construction cost estimate (BY JV)
- Initial Construction planning (e.g. trailers, laydown, parking and truck access) (BY RC with BC assistance)

3.2 60 Percent Design Review:

A one half-day 60 percent design review meeting will be held at the 60 percent design milestone to walk all team members through the progress deliverable. This meeting is intended to be a comprehensive meeting with the team to discuss and make design decisions to be incorporated in the next phase of design. Meeting summary will be prepared and distributed electronically to the team for review and comment. The summary will include a list of design decisions agreed to during the workshop, as well as written responses to all review comments that have been provided by the OWNER. A maximum of six sets of drawings and related documents for the 60 percent design deliverable will be provided to the OWNER for review prior to the meeting.

Task 4 – 80 Percent Design Development

4.1 80 Percent Design Development. During this task continued design and production of an 80 percent design package will take place. The 80 percent design will incorporate feedback from the 60 percent design reviews and continue to develop the design. The 80 percent design is anticipated to include:

- Changes from the 60 Percent Design, and justification thereof
- Update of any BODR Design Criteria that has changed since 60 percent (if applicable)
- Updated equipment list

- Updated process control narratives (to be finalized as control strategies in Final Design)
- 80% Demolition drawings showing elements to be removed and some coordination notes
- 80% Process mechanical plans, sections, and selected details with location of major equipment, piping, and appurtenances; membrane equipment, minor piping may be partially complete
- 80% Structural design
- 80% Control system network diagram
- 80% Piping and instrumentation diagrams (P&IDs) based on equipment selections, configuration, operating strategies and pipe sizes and valve types and sizes updated
- 80% Electrical overall one-line diagrams with applicable electrical room layouts and preliminary panel layouts
- 80% Preliminary power plans and schedules
- Draft 80% specifications with project-specific information
- Updated Construction sequencing (Prepared jointly with BC and JV)
- Input on Updated Construction schedule (Developed by RC)
- Updated Construction cost estimate (BY JV)
- Initial Construction planning (e.g. trailers, laydown, parking and truck access) (BY RC with BC assistance)

4.2 <u>80 Percent Design Review:</u>

A one half-day 80 percent design review meeting will be held at the 80 percent design milestone to walk all team members through the progress deliverable as well as the GMP. This meeting is intended to be a comprehensive meeting with the team to discuss and make design decisions to be incorporated in the next phase of design. Meeting summary will be prepared and distributed electronically to the team for review and comment. The summary will include a list of design decisions agreed to during the workshop, as well as written responses to all review comments that have been provided by the OWNER. Updates to the design and drawings coming out of the workshop will take place during the 100% design in Phase 2. A maximum of six sets of drawings and related documents for the 80 percent design deliverable will be provided to the OWNER for review prior to the meeting.

Task 5 – Permitting Services

During Phase 1B, permitting services will take place in order to prepare the design for eventual construction under Phase 2. Since no modifications are being made to the buildings, it is not anticipated that building permits will be necessary with the City of Roswell for this project. However this will be verified during Phase 1B. The following scope is anticipated under Phase 1B:

5.1 NPDES Update During Phase 1B, NPDES modifications will be undertaken to implement the phased permit to 20 mgd. Other permits are not anticipated as the facilities will not change from the current permitted process.

5.2 Local Limits Evaluation: A local limits evaluation will be completed for JCEC as follows".

BC will evaluate existing local limits for WPCP in accordance with the 2004 U.S. EPA *Local Limits Development Guidance*.

- Evaluate existing Maximum Allowable Headworks Loadings (MAHLs) compared to WPCP influent loadings
- Population trends
- Industrial User (IU) inventory
- IU flow trends
- Treatment Plant Compliance History
- Any changes to the conditions or limiting criteria for which the existing local limits were calculated (e.g., changes in the NPDES permit or water quality standards)

BC will evaluate the list of POCs, together with the information above, to assess if any new POCs need a local limit, and calculate MAHLs.

BC will develop MAHLs, where applicable, for the following environmental criterion:

- Acute and chronic water quality standards
- NPDES permit limits
- Reuse standards and septage practices (if applicable)
- Sludge/Biosolids treatment and end uses, and/or sludge disposal and landfilling, and land application
- Treatment plant design criteria and process inhibition provided by Fulton County or others
- Protection of treatment works, collection system, and workers

- Once allowable headworks loadings are calculated for each applicable environmental criterion, the most stringent of these loadings is designated as the MAHL. The MAHL of each pollutant of concern will be converted to a mass-based local limit. Per Fulton County, local limits will be established as mass-based limits for industrial users rather than uniform concentation limits, with the flexibility to establish daily max and monthly average concentration limits based on permitted flow.

BC will submit the draft report of the completed local limits evaluation or development to Fulton County outlining the evaluation process and any recommendations concerning proposed limits changes. The report will include the following components:

- Guidance on the development of local limits on discharges to the WPCP
- Assumptions and rationale used during the development process
- Descriptions and sources of equations used for calculating local limits
- Sources and limitations of data utilized in the development of local limits
- Hard copies and PDF of all spreadsheets and calculation worksheets used in the evaluation process
- PDF summary of MAHL and MAIL determinations
- Proposed local limits and a comparison to existing local limits
- Recommendations based on technical criteria

Fulton County staff will be provided a draft report for review and comment. BC will incorporate Fulton County's comments into a final report suitable for submission to Georgia EPD for approval.

5.2 Comprehensive Nutrient Optimization Plan: BC will prepare a Comprehensive Nutrient Optimization Plan (CNOP) in accordance with the NPDES permit condition as follows:

Within 24 months of the effective date of this permit, the Permittee shall develop and submit to EPD a Comprehensive Nutrient Optimization Plan (CNOP). Wastewater treatment efficiency optimization is an adaptive management strategy the Permittee shall use to limit the discharge of total nitrogen. The CNOP will include a suite of site specific best management practices. The CNOP shall, at a minimum, identify and quantify sources of nutrients entering the wastewater treatment plant, evaluate potential source reductions, identify and implement operational adjustments aimed to reduce nutrients, and establish annual nutrient reduction goals .The CNOP shall be updated annually and retained on site. Prior to the submittal of the CNOP, the permittee will submit semi-annual progress reports detailing the status of the

development and implementation of the CNOP to the assigned EPD Compliance Office.

Per Georgia EPD guidance, the CNOP will consist of an evaluation of existing treatment processes for nutrient reduction and identify opportunities through influent source identification, operational adjustments designed to enhance nitrification and denitrification, minor retrofits such as the incorporation of anoxic zones, side-stream management opportunities, and minor upgrades, as applicable. The CNOP will establish quantitative and/or qualitative annual nutrient reduction goals.

BC will submit the draft CNOP to Fulton County for review. BC will incorporate Fulton County's comments into a final report suitable for submission to Georgia EPD for approval.

Task 6 – Procurement and GMP Development (BC will support RC who will lead this)

It is anticipated the during the procurement process outreach to subcontractors will take place as part of the GMP development. BC has planned for participating in a site tour / outreach effort for supporting this process.

BC has also planned for the support of GMP Development. BC will address questions during the GMP development period and will review the GMP in advance helping to identify the potential for gaps in the design and developing adequate contingency to address these gaps.

GMP Development includes those services necessary to advance development of the Project Phase 2 costs from the Opinion of the Probable Constructions Costs provided at the completion of Phase 1A to a GMP proposal for the OWNER consideration and approval at the completion of Phase IB.

A Procurement Plan will be developed by incorporating agreed to procurement procedures coordinated with the OWNER and the OWNER Purchasing Department. Plan will include a detailed approach to the procurement of the subcontractors, materials, suppliers and equipment required to complete the project. Selection criteria and solicitation procedures will be established as part of the plan. Trade Level RFP based competitive procurement method will be utilized with most of the Trade Packages. Plan will outline procedures for Limited Non-Competitive Procurement options for those scopes to be performed by JV Team.

Additionally, plan will allow early engagement of the core subcontractors, equipment and material suppliers to ensure design and cost accuracy while creating competitive procurement environment in support of the open book GMP development.

Phase 2 Overall Project Schedule (OPS) will be developed utilizing Primavera Project Scheduler. Work of the JV Team will be planned, scheduled, executed, and reported using the critical path method (CPM).

Key Assumptions and Limitations:

Shown below are key assumptions and limitations to the scope of services described herein:

- Channel and tank mixers are assumed to be replaced with in-kind units – no additional evaluations of alternatives to the existing technologies are assumed to be needed.
- It is assumed that passive overflow and other work will not require hydraulic modeling efforts or field measurements to calibrate the model developed in Phase 1A.
- It is assumed that no building permits will be needed with City of Roswell.
- Any changes identified in the 80% design / GMP review would be made during final design in Phase 2.
- BC will coordinate with Dupont and our proposal assumes that a mutual agreeable schedule for achieving all 3 deliverables within a 10 month period is achievable.
- It is assumed that any additional BioWin modeling required in Phase 1B would be minor and not involve looking at alternative conditions or operating scenarios beyond those already modeled in Phase 1A.
- It is assumed that membrane system related upgrades and design operating conditions will align with the Membrane supplier proposal.
- It is assumed that the canopy/awning requested at the side entrance to the Education Building will be a small/simple pre-engineered structure.
- It is assumed that existing membrane tank covers will remain, as Membrane supplier stated in their proposal that no significant modifications are needed.
- It is assumed that, per Veolia statements and discussions in Workshops, existing equipment (unless noted otherwise herein such as channel/tank mixers) is in acceptable condition to continue to be used, and will not need to be replaced or upgraded in this project.
- It is assumed that ancillary upgrades covered herein will follow the approaches presented in the Workshops, and additional alternatives evaluations or related efforts will not be needed.
- It is assumed that the membrane replacement will utilize the same existing control panels (with upgraded components) and that RAS pump discharge flowmeters will not be installed.

Johns Creek Environmental Campus
Membrane System Upgrade & Expansion, Phase 1B
Compensation Schedule

Task	Amendment No. 1 Value (Lump Sum)	MB/FBE Subcontractor Value* (Part of Amendment No.1 Value)
Task 1 - Project Management	$ 123,238	$ 10,000.00
Task 2 - 30% Design Development	$ 419,633	$ 105,500.90
Task 3 - 60% Design Development	$ 456,580	$ 109,215.70
Task 4 - 80% Design Development	$ 250,955	$ 57,301.08
Task 5 - Permitting Services	$ 103,298	$ 25,000.00
Task 6- GMP Development	$ 103,329	$ 56,517.68
Subtotal Task Cost	**$ 1,457,034**	**$ 363,535.36**
Dupont Shop Drawings / Submittals (Dupont)	$ 56,700	-
Dupont Design Assistance Services (Dupont)	$ 88,400	-
TOTAL	**$ 1,602,134**	**$ 363,535.36**

EXHIBIT B2 FORM

SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

Subcontractor Name	Email Address	City, State, Phone	Ethnic Group	Certification Agency	Certification Designation	Scope of Work	Dollar Amount	Percentage
Player and Company, LLC	brischar@playerco.com	Atlanta, GA, (404) 351-3481	AA	COA	AABE	Electrical	$49,035	3%
SL King & Associates	acarter@slking.com	Atlanta, GA , 404.524.5800	AA	FC	AABE	Design and Commissioning	$277,500	17%
VLW Group	valister@vlwgroupllc.com	Decatur, GA, 678.922.2480	AA	FC	AABE	Scheduling	$12,000	1%
Q Solutions	qsolutionsinc@qsiworld.com	Tucker, GA - 770.939.6500	A	FC	FBE	Permitting	$25,500	2%

November 21, 2025

Fulton County Government
Department of Purchasing and Contract Compliance
130 Peachtree Street SW, Suite 1168
Atlanta, GA 30303

Attention: Mr. David Clark, P.E., Director of Public Works

Reference: Johns Creek Environmental Campus Membrane System Upgrade & Expansion, Phase2A

David,

Please find attached Phase 2A Scope of Work for review and consideration, including the replacement of the Ultraviolet Disinfection System. The scope follows the services as outlined in the RFP document and all other components of our contract remain in place.

The basis of this price for this **Amendment No. 2** is shown on the attached Compensation Schedule as **$2,214,768.75.**

The Schedule upon which this proposal is shown on **Attachment C.**

Our **Contract Compliance Subcontractor Utilization** is shown on the Exhibit B-2, at **39%** of the value. All other components of our approved Compliance Plan remain in place.

We at the Ruby-Collins/Brown and Caldwell Joint Venture look forward to the successful continuation of this very important project to the County. If you should have any questions, feel free to reach out to me directly.

Sincerely,

Jesse B Brown, Senior Project Manager
Ruby-Collins, Inc.

Kelly Comstock, Vice President
Brown and Caldwell

Attachment A

UV System Design and Engineering Services During Construction for

Progressive Design-Build Services for

Johns Creek Environmental Campus Membrane System Upgrade & Expansion

Fulton County Project Number 24RFP0808K-DB

Scope Summary

This Scope of Work describes services to be provided by the Ruby Collins/Brown and Caldwell Joint Venture associated with the progressive design-build of the FULTON COUNTY Johns Creek Environmental Campus (JCEC) membrane system upgrade and expansion project. This specific scope is for the design and engineering services during construction (ESDC) for the UV system implementation. It will involve generating design drawings for system implementation, coordinating with the selected UV supplier, reviewing the UV submittal, addressing questions during construction and providing inspection services, along with assisting with commissioning of the new system, and completing record drawings.

Planned engineering services to be performed under this Agreement comprise and are limited to those specifically set forth in this exhibit.

BROWN AND CALDWELL's Scope of Services is divided into the following tasks:

- Task 1: UV System Design
- Task 2: UV Submittal Review
- Task 3: Design Coordination During Construction
- Task 4: Testing and Commissioning
- Task 5: Record Drawings

Ruby Collins scope consists of Task 6, Remove and Replace the UV Equipment.

Task 1 – UV System Design

Design services will include development of structural, process, electrical and I&C drawings to support the installation of the new UV system. These will supplement the UV specification that has already been developed. In addition, ancillary specifications for electrical products needed for construction will also be provided.

To provide backgrounds in Revit format, laser scanning will be completed. This will include scanning of the UV area as well as the membrane gallery, outdoor area of membrane tanks, and the dewatering building truck bay. The exterior and interior 3D Laser Scanning in various locations within the site will be done with mobile mapping technology. Then a

NavVis VLX device will be utilized to perform point cloud registration and post-processing in NavVis IVION version 2025. The tolerance of point cloud data will be 1/4" to 1/8" in 30 feet – linear. These point cloud data will be utilized to generate existing condition Revit models in Level of Development (LOD) 300: These will then be utilized for design drawing development. The following drawings are anticipated to be developed:

Drawing Number	Content
G-1	Cover Sheet
G-2	Drawing Index
G-3	Hydraulic Profile - Liquid Process
S-1	UV Details
DD-1	Demolition Plan 1
D-1	UV System Plan
D-2	UV System Sections
ED-1	Electrical Demolition 1
E-1	LVMCC - UV/RP1 - Single Line Diagram
E-2	LVMCC - UV/RP2 - Single Line Diagram
E-3	LVMCC - UV/RP1, UV/RP2 - MCC Elevations
E-4	UV Power and Control Plan
E-5	UV Grounding Plan
E-6	UV Riser Diagram 1
E-7	UV Riser Diagram 2
I-1	UV System P&ID

Due to the fact that the scope is well defined and the desire for speed of implementation, the design will progress directly to 100% design. A draft 100% design set will be provided to the County for review prior to being issued for construction. Any comments will be addressed and incorporated into the construction documents.

Task 2 – UV Submittal Review

Submittals for the UV system as well as ancillary electrical components will be reviewed and approved by Brown and Caldwell and Our subcontractors. Multiple disciplines including process mechanical, electrical, I&C and structural will take part in the review process. A copy of the submittal will also be provided to the County for any comment. It is assumed that the County will provide any feedback in a timely fashion (within 7 days). CMMS data will be collected during the submittal process and provided to the County for their use in the current CMMS system.

Task 3 – Design Coordination During Construction

Brown and Caldwell will provide design coordination during construction that includes addressing any questions that arise during installation (vis RFC process), issuing any designer clarifications needed to address issues, and coordinating with phased

implementation to minimize system downtime. In addition, periodic inspection (assume 9 inspection events) during construction will take place.

Task 4 – Testing and Commissioning

BC will provide testing and commissioning services including I/O checkout, final inspection services and punch list generation, witnessing of performance testing of the system and coordination of training and start-up activities associated with the new system.

Task 5 – Record Drawings

BC will generate record drawings associated with the new system and incorporate any changes that were encountered during the construction process based on input including markups and/or model updates from RC. These will be turned over to the County in digital and hardcopy format (assume 4 hardcopy half size sets and 2 full size sets).

Task 6 –Remove & Replace the UV Equipment

Ruby Collins will coordinate continuously with JCEC Operations personnel to isolate process water flows to a single channel and selectively demolish the existing UV Equipment, once the equipment is de-energized and made safe. The new equipment will be installed in coordination with Player Electric, including new electrical infrastructure. All required Instrumentation and Controls for the new equipment will be integrated into the existing plant SCADA system. Once a completed channel is placed into service and tested for the required amount of time, the next channel will be upgraded in similar fashion. All services and appurtenances required for a complete and operable system are included such that the area is returned to service with a minimum amount of disturbance to the adjacent areas.

Key Assumptions and Limitations:

Shown below are key assumptions and limitations to the scope of services, in additional any that may be listed above) described herein:

- No additional O&M manual development is planned beyond the UV supplier O&M manual.
- It is assumed that the County will be able to either confirm or drain each UV channel to verify existing conditions inside the channels, such as channel drain location.
- It is assumed that the County will provide a CMMS template that can be provided to the UV system manufacturer to populate during the submittal review process.
- For the laser scanning the geo-referencing point cloud will require BIMNYC to locate up to forty (40) checkerboard targets within the site in various locations. These need to be surveyed to obtain Easting (X), Northing (Y), and Elevation (Z). BC has not included the cost of this survey and assumed that it will be done by RC.

- It is assumed that although this scope has been pulled out separately for early GMP approval, it will be managed (invoicing / reporting / etc.) as a task for the Phase 1B project. Additional PM time has not been included to send separate invoices / reports.
- UV design will go straight to 100% design with a draft set issued for review and comment.
- Laser scanning and Revit Background modeling are assumed to be completed only in the following areas of the facility.
    - Membrane Gallery
    - Membrane Tanks (above deck level)
    - UV Area
    - RDT Truck Bay Location
- Any delay to equipment delivery beyond the date shown on Attachment C will result in a commensurate extension of Substantial Completion.

Proj Nm:	**JCEC UV REPLACEMENT**
Locat'n:	**Fulton County, GA**
Date:	**21-Nov-25**

GMP Estimate Component Summary - Rev0			
General Conditions		$	172,181.05
Construction Cost		$	1,430,277.91
Construction Manager's Fee		$	200,307.37
Brown & Caldwell Design Engineering Service		$	295,559.36
Allowances			$50,000
Contingency	3%	$	66,443.06
Total		**$**	**2,214,768.75**

Construction Manager's Fee Calculation			
General Conditions, Construction Cost			$1,602,458.96
Construction Manager's Fee	12.50%	$	200,307.37

ITM	ITEM DESCRIPTION	QUANTITY	UM	UC MISC MAT	UC MAT	UC LAB	UC EQP	UC SUB	MISC MAT	MATERIAL	LABOR	EQUPMNT	SUBCONTR	UC TTL	TOTAL
01	**General Conditions**														
GCW	Project Duration	63	days	*Note											
GCW	Project Duration	9	wks	*Note											
									$0	$0	$0	$0	$0	$0.00	$0.00
01	***General Conditions - Total***								**$0**	**$70,963**	**$72,034**	**$29,184**	**$0**		**$172,181.05**
02	***UV Replacement***														
		1	ls						$0	$0	$0	$0	$0	$0.00	$0.00
Wkst #1	TROJAN UV Replacement	1	ls		$1,075,625.00	$66,429.43	$19,804.53	$185,058.00	$0	$1,075,625	$66,429	$19,805	$185,058	$1,346,916.97	$1,346,916.97
									$0	$0	$0	$0	$0	$0.00	$0.00
Tax	Taxes @ 7.75%	7.75%	tax		$1,075,625.00				$0	$83,361	$0	$0	$0	$1,075,625.00	$83,360.94
									$0	$0	$0	$0	$0	$0.00	$0.00
02	***UV Replacement - Total***								**$0**	**$1,158,986**	**$66,429**	**$19,805**	**$185,058**		**$1,430,277.91**
	Total (General Conditions + Construction Cost)								**$0**	**$1,158,986**	**$66,429**	**$19,805**	**$185,058**		**$1,602,458.96**
	$1,602,458.96														
	Allowances														
		1	ls						$0	$0	$0	$0	$0	$0.00	$0
	SCADA Allowance	1	ls					$50,000.00	$0	$0	$0	$0	$50,000	$50,000.00	$50,000
		1	ls						$0	$0	$0	$0	$0	$0.00	$0
	Allowances - Total								**$0**	**$0**	**$0**	**$0**	**$50,000**		**$50,000**

PROJ NM: JCEC UV REPLACEMENT
LOCAT'N: Fulton County, GA
BID DTE: 11/22/2025

ESTIMATE WORK SHEET

ESTIMATOR: E LEDOUX
CHECKD BY: REVIEW

						UNIT COSTS					TOTAL COSTS				
SPEC NO	ITEM DESCRIPTION	PROD	CREW	QTY	UM	UC MAT	UC LAB	UC EQP	UC SUB	TTL UC	MATERIAL	LABOR	EQUPMNT	SUBCONTR	TOTALS
Wkst #1	**TROJAN UV Replacement**														
	MOBILIZATION & DEMOBILIZATION														
SITE	MOBILIZE TO SITE	0.5 DY	MISC	1	LS		$3,008.13	$760.96		$3,769.09		$3,008	$761		3,769.09
SITE	DEMOBILZE FROM SITE	0.5 DY	MISC	1	LS		$3,008.13	$760.96		$3,769.09		$3,008	$761		3,769.09
SITE	PURCHASE HOISTING AND JACKING EQUIPMENT			1	LS			$3,000.00		$3,000.00			$3,000		3,000.00
	UV WORK														
CHANNEL 1	DEMOLITION ON CHANNEL 1 EQUIPMENT	0.2 DY	MISC	1	EA	$200.00	$7,520.31	$1,902.40		$9,622.71	$200	$7,520	$1,902		9,622.71
CHANNEL 1	INSTALL 1/2" SS 316 CHANNEL REDUCTION PLATE	2 DY	MISC	3	EA	$50.00	$752.03	$190.24		$992.27	$150	$2,256	$571		2,976.81
CHANNEL 1	INSTALL TROJAN REDUCTION BAFFLES	2 DY	MISC	2	EA	$50.00	$752.03	$190.24		$992.27	$100	$1,504	$380		1,984.54
CHANNEL 1	INSTALL CUSTOM MODULE SUPPORT RACK FOR BANK 1A	2 DY	MISC	2	EA	$20.00	$752.03	$190.24		$962.27	$40	$1,504	$380		1,924.54
CHANNEL 1	INSTALL BANK 1A	1 DY	MISC	1	EA	$200.00	$1,504.06	$380.48		$2,084.54	$200	$1,504	$380		2,084.54
CHANNEL 1	INSTALL PDC 1A	2 DY	MISC	1	EA	$200.00	$752.03	$190.24		$1,142.27	$200	$752	$190		1,142.27
CHANNEL 1	INSTALL CUSTOM MODULE SUPPORT RACK FOR BANK 1B	2 DY	MISC	2	EA	$20.00	$752.03	$190.24		$962.27	$40	$1,504	$380		1,924.54
CHANNEL 1	INSTALL BANK 1B	1 DY	MISC	1	EA	$200.00	$1,504.06	$380.48		$2,084.54	$200	$1,504	$380		2,084.54
CHANNEL 1	INSTALL PDC 1B	2 DY	MISC	1	EA	$200.00	$752.03	$190.24		$1,142.27	$200	$752	$190		1,142.27
CHANNEL 1	INSTALL CUSTOM MODULE SUPPORT RACK FOR BANK 1C	2 DY	MISC	2	EA	$20.00	$752.03	$190.24		$962.27	$40	$1,504	$380		1,924.54
CHANNEL 1	INSTALL BANK 1C	1 DY	MISC	1	EA	$200.00	$1,504.06	$380.48		$2,084.54	$200	$1,504	$380		2,084.54
CHANNEL 1	INSTALL PDC 1C	2 DY	MISC	1	EA	$200.00	$752.03	$190.24		$1,142.27	$200	$752	$190		1,142.27
CHANNEL 1	INSTALL 60% POROSITY FLOW CONDITIONER PLATE	2 DY	MISC	1	EA	$20.00	$752.03	$190.24		$962.27	$20	$752	$190		962.27
CHANNEL 1	INSTALL HSC PLATFORM	3 DY	MISC	1	EA	$20.00	$501.35	$126.83		$648.18	$20	$501	$127		648.18
CHANNEL 1	INSTALL LOW LEVEL SENSOR	3 DY	MISC	1	EA	$10.00	$501.35	$126.83		$638.18	$10	$501	$127		638.18
CHANNEL 1	INSTALL LEVEL SENSOR MONITOR	3 DY	MISC	1	EA	$10.00	$501.35	$126.83		$638.18	$10	$501	$127		638.18
CHANNEL 1	REPLACE MODULATING WIER GATE ACTUATOR	1 DY	MISC	1	EA	$100.00	$1,504.06	$380.48		$1,984.54	$100	$1,504	$380		1,984.54
CHANNEL 1	INSTALL FLOW CONDITIONER	2 DY	MISC	1	EA	$10.00	$752.03	$190.24		$952.27	$10	$752	$190		952.27
CHANNEL 2	DEMOLITION ON CHANNEL 2 EQUIPMENT	0.2 DY	MISC	1	EA	$200.00	$7,520.31	$1,902.40		$9,622.71	$200	$7,520	$1,902		9,622.71
CHANNEL 2	INSTALL 1/2" SS 316 CHANNEL REDUCTION PLATE	2 DY	MISC	3	EA	$50.00	$752.03	$190.24		$992.27	$150	$2,256	$571		2,976.81
CHANNEL 2	INSTALL TROJAN REDUCTION BAFFLES	2 DY	MISC	2	EA	$50.00	$752.03	$190.24		$992.27	$100	$1,504	$380		1,984.54
CHANNEL 2	INSTALL CUSTOM MODULE SUPPORT RACK FOR BANK 2A	2 DY	MISC	2	EA	$20.00	$752.03	$190.24		$962.27	$40	$1,504	$380		1,924.54
CHANNEL 2	INSTALL BANK 2A	1 DY	MISC	1	EA	$200.00	$1,504.06	$380.48		$2,084.54	$200	$1,504	$380		2,084.54
CHANNEL 2	INSTALL PDC 2A	2 DY	MISC	1	EA	$200.00	$752.03	$190.24		$1,142.27	$200	$752	$190		1,142.27
CHANNEL 2	INSTALL CUSTOM MODULE SUPPORT RACK FOR BANK 2B	2 DY	MISC	2	EA	$20.00	$752.03	$190.24		$962.27	$40	$1,504	$380		1,924.54
CHANNEL 2	INSTALL BANK 2B	1 DY	MISC	1	EA	$200.00	$1,504.06	$380.48		$2,084.54	$200	$1,504	$380		2,084.54
CHANNEL 2	INSTALL PDC 2B	2 DY	MISC	1	EA	$200.00	$752.03	$190.24		$1,142.27	$200	$752	$190		1,142.27
CHANNEL 2	INSTALL CUSTOM MODULE SUPPORT RACK FOR BANK 2C	2 DY	MISC	2	EA	$20.00	$752.03	$190.24		$962.27	$40	$1,504	$380		1,924.54
CHANNEL 2	INSTALL BANK 2C	1 DY	MISC	1	EA	$200.00	$1,504.06	$380.48		$2,084.54	$200	$1,504	$380		2,084.54
CHANNEL 2	INSTALL PDC 2C	2 DY	MISC	1	EA	$200.00	$752.03	$190.24		$1,142.27	$200	$752	$190		1,142.27
CHANNEL 2	INSTALL 60% POROSITY FLOW CONDITIONER PLATE	2 DY	MISC	1	EA	$20.00	$752.03	$190.24		$962.27	$20	$752	$190		962.27
CHANNEL 2	INSTALL HSC PLATFORM	3 DY	MISC	1	EA	$20.00	$501.35	$126.83		$648.18	$20	$501	$127		648.18
CHANNEL 2	INSTALL LOW LEVEL SENSOR	3 DY	MISC	1	EA	$10.00	$501.35	$126.83		$638.18	$10	$501	$127		638.18
CHANNEL 2	INSTALL LEVEL SENSOR MONITOR	3 DY	MISC	1	EA	$10.00	$501.35	$126.83		$638.18	$10	$501	$127		638.18
CHANNEL 2	REPLACE MODULATING WIER GATE ACTUATOR	1 DY	MISC	1	EA	$100.00	$1,504.06	$380.48		$1,984.54	$100	$1,504	$380		1,984.54
CHANNEL 2	INSTALL FLOW CONDITIONER	2 DY	MISC	1	EA	$10.00	$752.03	$190.24		$952.27	$10	$752	$190		952.27
CHANNEL 1 & 2	INSTALL LEVEL CONTROL PANEL	2 DY	MISC	1	EA	$10.00	$752.03	$190.24		$952.27	$10	$752	$190		952.27
CHANNEL 1 & 2	INSTALL HSC	2 DY	MISC	1	EA	$20.00	$752.03	$190.24		$962.27	$20	$752	$190		962.27
CHANNEL 1 & 2	INSTALL UV TRANSMITTANCE CONTROLLER	3 DY	MISC	1	EA	$10.00	$501.35	$126.83		$638.18	$10	$501	$127		638.18
CHANNEL 1 & 2	INSTALL UV TRANSMITTANCE SENSOR	3 DY	MISC	1	EA	$10.00	$501.35	$126.83		$638.18	$10	$501	$127		638.18
CHANNEL 1 & 2	INSTALL SYSTEM CONTROL CENTER	1 DY	MISC	1	EA	$100.00	$1,504.06	$380.48		$1,984.54	$100	$1,504	$380		1,984.54
CHANNEL 1 & 2	INSTALL UV MODULE LIFTING SLING WITH FRAME	3 DY	MISC	1	EA	$10.00	$501.35	$126.83		$638.18	$10	$501	$127		638.18
CHANNEL 1 & 2	INSTALL MAINTENANCE RACK	3 DY	MISC	1	EA	$10.00	$501.35	$126.83		$638.18	$10	$501	$127		638.18
CHANNEL 1 & 2	INSTALL STORAGE RACK	3 DY	MISC	1	EA	$10.00	$501.35	$126.83		$638.18	$10	$501	$127		638.18
CHANNEL 1 & 2	HANDOVER SPARE PARTS	2 DY	MISC	1	EA		$752.03	$190.24		$942.27		$752	$190		942.27
CHANNEL 1 & 2	DUMPSTER FOR DISPOSAL			1	LS				$4,000.00	$4,000.00				$4,000	4,000.00

PROJ NM: JCEC UV REPLACEMENT
LOCAT'N: Fulton County, GA
BID DTE: 11/22/2025

ESTIMATE WORK SHEET

ESTIMATOR: E LEDOUX
CHECKD BY: REVIEW

						UNIT COSTS					TOTAL COSTS				
SPEC NO	ITEM DESCRIPTION	PROD	CREW	QTY	UM	UC MAT	UC LAB	UC EQP	UC SUB	TTL UC	MATERIAL	LABOR	EQUPMNT	SUBCONTR	TOTALS
	MATERIALS & SUBCONTRACTORS														
QUOTE	PURCHASE TROJAN UV SYSTEM			1	LS	**$1,033,400.00**				$1,033,400.00	$1,033,400				1,033,400.00
QUOTE	NEW GRATINGS AND ALUMINUM PLANK GRATING			1	LS	**$38,165.00**				$38,165.00	$38,165				38,165.00
QUOTE	ELECTRICAL SUBCONTRACTOR			1	LS				**$162,308.00**	$162,308.00				$162,308	162,308.00
	OTHER														
SCOPE	REPAIR OF EXISTING EPOXY FLOORING			1,250	SF				$15.00	$15.00				$18,750	18,750.00
Wkst #1	TROJAN UV Replacement - SUBTOTAL			44.2	DAYS						$1,075,625	$66,429	$19,805	$185,058	1,346,916.97

EXHIBIT B2 FORM

SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

Subcontractor Name	Email Address	City, State, Phone	Ethnic Group	Certification Agency	Certification Designation	Scope of Work	Dollar Amount	Percentage
Player and Company, LLC	brischar@playerco.com	Atlanta, GA, (404) 351-3481	AA	COA	AABE, SBE	Electrical	$162,308	15%
SL King & Associates	acarter@slking.com	Atlanta, GA , 404.524.5800	AA	FC	AABE, SBE	Design and Commissioning	$170,000	16%
VLW Group	valister@vlwgroupllc.com	Decatur, GA, 678.922.2480	AA	FC	AABE, SBE	Scheduling	$12,000	1%
Llamas Coatings	smoky@llamascoatings.com	Atlanta, GA, (404) 799-0384	H	FC	HBE	Painting/Coatings	$18,750	2%
Global Controls Systems	Rakesh@globalcontrolsystems.com	Smyrna, GA, (770) 402-5359	A	FC	FBE	Instramentation	$50,000	5%

* In accordance with Fulton County Compliance policy, the Percentage figures above are calculated on the project total exclusive of the process equipment acquisition cost.

Attachment C
Project Schedule

Activity	Duration (Weeks)	Date
Notice To Proceed		15-Jan-26
Equipment Shop Drawings	10	26-Mar-26
Site Mobilization		15-Oct-26
Equipment Delivery	30	22-Oct-26
Installation	8	14-Dec-26
Startup & Testing (Each Channel)	5	
Substantial Completion		31-Dec-26

Performance Evaluation Details

ID	E1
Project	The Progressive Design/Build for JCEC Membrane Sys. Replacement
Project Number	24RFP0808K-DB
Supplier	Ruby-Collins/Brown and Caldwell, a Joint Venture
Supplier Project Contact	Mary Helen Beard (preferred language: English)
Performance Program	Construction Services
Evaluation Period	07/01/2025 to 09/30/2025
Effective Date	11/26/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/26/2025 10:03 AM EST
Completion Date	11/26/2025 10:03 AM EST
Evaluation Score	97

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

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

SCHEDULE **20/20**

Rating

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

Comments The Ruby-Collins/Brown and Caldwell Joint Venture has successfully met all agreedupon milestones and key dates.

BUDGET MANAGEMENT **20/20**

Rating

Outstanding: Reasonable pricing on Scope Changes and processed in an expedited manner. Outstanding cost control. Changes in project scope outside of the consultant’s control are identified quickly, with consideration given to the financial and budget implications. Scope changes submitted quickly with thorough rational and fair costing.

Comments The Ruby-Collins/Brown and Caldwell Joint Venture has done an outstanding job managing the project budget and maintaining effective cost controls. Any items with potential budget impact were promptly identified and brought forward for group discussion and consideration. The JV consistently demonstrated thorough preparation and deep knowledge when presenting matters of interest, providing the owner’s team with comprehensive support in making wellinformed decisions.

OVERALL CONSTRUCTION PROJECT MANAGEMENT **17/20**

Rating

Excellent: Commendable Project Management that exceeds in some areas.

Comments The project is primarily in the design stage rather than construction; however, the RubyCollins/Brown and Caldwell Joint Venture has provided significant add-value by advising on how the design should be adjusted to make construction less arduous.

COST CONTROL **20/20**

Rating

Outstanding: Proactive tracking and forecasting of the construction contract on a regular basis. This includes expedited and relevant input on Contractor claim submissions, with thorough justification and guidance on cost control of the construction contract. Proactively documents to the User Department potential cost overruns.

Comments The RubyCollins/Brown and Caldwell Joint Venture has been highly proactive in addressing items with potential budget impacts. Such issues are promptly identified and consistently raised during progress meetings and other communications. This approach has served the County well, enabling group discussions and thoughtful consideration based on the financial implications of those design decisions.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **20/20**

Rating

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

Comments Outstanding job by the The Ruby-Collins/Brown and Caldwell Joint Venture. The County believes that the ma

GENERAL COMMENTS

Comments This office recommends the continued utilization of the The Ruby-Collins/Brown and Caldwell Joint Venture. Our overall experience working with this team has been highly positive. They demonstrate a clear understanding of the County's personnel and consistently align their efforts to achieve the goals established by the Department.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0980 **Meeting Date:** 12/17/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew existing contracts - Public Works, 24RFP032724K-JA, 2024 Standby Engineering Services in the amount of $2,000,000.00, with (A) Jacobs Engineering Group Inc. (Atlanta, GA) in the amount not to exceed $500,000.00, (B) Prime Engineering, Inc. (Atlanta, GA) in an amount not to exceed $500,000.00, (C) Benchmark Management, LLC (Atlanta, GA) in the amount not to exceed $500,000.00, and (D) Gresham Smith (Atlanta, GA) in an amount not to exceed $500,000.00 to provide to provide standby engineering services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026, through December 31, 2026.

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

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

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☒
District 3 ☒
District 4 ☐
District 5 ☒
District 6 ☒

Is this a purchasing item?
Yes

Summary & Background: Fulton County Public Works provides water services to the citizens of North Fulton County and sanitary sewer services to all the cities within Fulton County that are outside the municipal boundaries of the City of Atlanta. The Department of Public Works utilizes this standby contract to supplement the technical efforts of County staff. This contract provides these services in

an expedited manner and at an expected level of service for Fulton County customers/constituents, through the use of professional standby consulting firms.

Scope of Work: The standby engineering firms will furnish technical assistance by providing planning and design services for the water and sanitary sewer systems throughout North and South Fulton County on an as-needed basis. The technical services may include preparation of reports, technical memoranda, studies, plans, drawings, and specifications for construction and improvements to Fulton County's water distribution and wastewater collection/treatment systems. Possible projects include improvements to water and wastewater pipelines, pumping stations, water reclamation facilities, preparing studies and providing engineering and project management assistance to County staff.

Community Impact: No immediate impact to the community is expected.

Department Recommendation: The Department of Public Works requests approval of this Item.

Project Implications: The Department's ability to expeditiously address water/sanitary sewer system related needs would be compromised without approval of this Item.

Community Issues/Concerns: No community issues or concerns have been brought to the attention of the Public Works Department.

Department Issues/Concerns: Approval of this item will allow the Department of Public Works to respond to identified needs related to the County's water/wastewater infrastructure.

Contract Modification:

(A) Jacobs Engineering Group Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0573	9/4/2024	$500,000.00
1st Renewal			**$500,000.00**
Total Revised Amount			$1,000,000.00

(B) Prime Engineering, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0573	9/4/2024	$500,000.00
1st Renewal			**$500,000.00**
Total Revised Amount			$1,000,000.00

(C) Benchmark Management, LLC.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0573	9/4/2024	$500,000.00

1st Renewal			**$500,000.00**
Total Revised Amount			$1,000,000.00

(D) Gresham Smith

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0573	9/4/2024	$500,000.00
1st Renewal			**$500,000.00**
Total Revised Amount			$1,000,000.00

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

Total Contract Value: **$2,000,000.00**

(A)
Contract Value: **$500,000.00**
Prime Vendor: **Jacobs Engineering Group**
Prime Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$325,000.00 or 65.00%**

Subcontractor: **Engineering Design Technology, Inc.**
Subcontractor Status: **African American Male Business Enterprise**
Location: **Marietta, GA**
County: **Cobb County**
Contract Value: **$65,000.00 or 13.00%**

Subcontractor: **Q Solutions, Inc**
Subcontractor Status: **Asian American Female Business Enterprise**
Location: **Marietta, GA**
County: **Cobb County**
Contract Value: **$25,000.00 or 5.00%**

Subcontractor: **Engineering Systems Solutions**
Subcontractor Status: **African American Male Business Enterprise**
Location: **Smyrna, GA**
County: **Cobb County**
Contract Value: **$35,000.00 or 7.00%**

Subcontractor: **Blue Cypress Consulting**
Subcontractor Status: **Asian American Female Business Enterprise**
Location: **Decatur, GA**

County: DeKalb County
Contract Value: $25,000.00 or 5.00%

Subcontractor: BM&K Construction and Engineering
Subcontractor Status: Non-Minority
Location: Braselton, GA
County: Braselton County
Contract Value: $25,000.00 or 5.00%

Total Certified Value: $150,000 or 30.00%
Total Contract Value: $500,000.00 or 100%
(B)

Contract Value: $500,000.00
Prime Vendor: Prime Engineering, Inc.
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: $367,500 or 73.50%

Subcontractor: Material Managers and Engineers
Subcontractor Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: $20,000.00 or 4.00%

Subcontractor: Blue Cypress Consulting
Subcontractor Status: Asian American Female Business Enterprise
Location: Decatur, GA
County: DeKalb County
Contract Value: $17,500.00 or 3.50%

Subcontractor: EDEC
Subcontractor Status: Non-Minority
Location: Duluth, GA
County: Gwinnett County
Contract Value: $15,000.00 or 3.00%

Subcontractor: Edwin Pittman Environmental, Inc
Subcontractor Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Contract Value: $10,000.00 or 2.00%

Subcontractor: Engineering Systems Solutions

Subcontractor Status: African American Male Business Enterprise
Location: Smyrna, GA
County: Cobb County
Contract Value: $15,000.00 or 3.00%

Subcontractor: Project Cost Solutions
Subcontractor Status: African American Male Business Enterprise
Location: Decatur, GA
County: DeKalb County
Contract Value: $5,000.00 or 1.00%

Subcontractor: SFA and Associates
Subcontractor Status: African American Male Business Enterprise
Location: Stone Mountain, GA
County: Fulton County
Contract Value: $20,000.00 or 4.00%

Subcontractor: Steele Program Mangers
Subcontractor Status: African American Male Business Enterprise
Location: Stone Mountain, GA
County: Fulton County
Contract Value: $25,000.00 or 5.00%

Subcontractor: WP Consulting
Subcontractor Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Contract Value: $5,000.00 or 1.00

Total Certified Value: $102,500.00 or 20.50%
Total Contract Value: $500,000.00 or 100.00%

(C)
Contract Value $500,000.00
Prime Vendor: Benchmark Management, LLC
Prime Status: African American Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: $300,000.00 or 60.00%

Subcontractor: New Spring Engineering, LLC
Subcontractor Status: African American Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: $25,000.00 or 5.00%

Subcontractor: T. J Schell
Subcontractor Status: White Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: $50,000.00 or 10.00%

Subcontractor: ACR Engineering
Subcontractor Status: Disadvantage Business Enterprise
Location: Norcross, GA
County: Gwinnett County
Contract Value: $25,000.00 or 5.00%

Subcontractor: The Creative Eye, LLC
Subcontractor Status: African American Male Business Enterprise
Location: Covington, GA
County: Newton County
Contract Value: $25,000.00 or 5.00%

Subcontractor: United Consulting
Subcontractor Status: Non-Minority
Location: Norcross, GA
County: Gwinnett County
Contract Value: $25,000.00 or 5.00%
Subcontractor: Atkins Realis
Subcontractor Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Contract Value: $50,000.00 or 10.00%

Total Certified Value: $425,000.00 or 85.00%
Total Contract Value: $500,000.00 or 100.00%

(D)
Contract Value: $500,000.00
Prime Vendor: Gresham Smith
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: $312,500.00 or 62.50%

Subcontractor: Corporate Environmental Risk Management (CERM)
Subcontractor Status: African American Male Business Enterprise
Location: Tucker, GA
County: DeKalb County
Contract Value: $50,000.00 or 10.00%

Subcontractor:	**S. L. King**
Subcontractor Status:	**African American Male Business Enterprise**
Location:	**Atlanta, GA**
County:	**Fulton County**
Contract Value:	**$50,000.00 or 10.00%**
Subcontractor:	**Smith Real Estate Services, Inc**
Subcontractor Status:	**African American Female Business Enterprise**
Location:	**Atlanta, GA**
County:	**Fulton County**
Contract Value:	**$12,500.00 or 2.50%**
Subcontractor:	**Full Circle Communications, Inc**
Subcontractor Status:	**African American Female Business Enterprise**
Location:	**Atlanta, GA**
County:	**Fulton County**
Contract Value:	**$12,500.00 or 2.50%**
Subcontractor:	**Engineering Systems & Services**
Subcontractor Status:	**African American Male Business Enterprise**
Location:	**Suwanee, GA**
County:	**Gwinnett County**
Contract Value:	**$12,500.00 or 2.50%**
Subcontractor:	**Graham & Associates**
Subcontractor Status:	**African American Female Business Enterprise**
Location:	**Tucker, GA**
County:	**DeKalb County**
Contract Value:	**$50,000.00 or 10.00%**
Total Certified Value:	**$187,500.00 or 37.50%**
Total Contract Value:	**$500,000.00 or 100.00%**
Grand Contract Value:	**$2,000,000.00 or 100%**
Grand Certified Value:	**$865,000.00 or 43.25%**

Exhibits Attached

Exhibit 1: Contract Renewal Agreements
Exhibit 2: Contract Renewal Evaluation Form
Exhibit 3: Contractor Performance Reports

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

David Clark, Director, Public Works 404-612-2804

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$2,000,000.00
Previous Adjustments:	$0.00
This Request:	$2,000,000.00
TOTAL:	$4,000,000.00

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:

203-540-5400-I134: Water & Sewer R&E, Public Works, Standby Engineering Services

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: Tv Renewal Options

Overall Contractor Performance Rating:

(A) Jacobs Engineering Group Inc	97
(B) Prime Engineering, Inc.	94
(C) Benchmark Management, LLC	72
(D) Gresham Smith	94

Would you select/recommend this vendor again?

Agenda Item No.: 25-0980 **Meeting Date:** 12/17/2025

Yes

Report Period Start:
10/1/2024

Report Period End:
9/30/2025

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP# NUMBER: 24RFP032724K-JA

BID/RFP# TITLE: Engineering On-Call Services for Public Works

ORIGINAL APPROVAL DATE and Number: 9-4-2024 / 24-0573

RENEWAL EFFECTIVE DATES: January 1, 2026

RENEWAL OPTION #: 1 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $500,000.00

COMPANY'S NAME: Jacobs Engineering Group, Inc.

ADDRESS: 10 Tenth Street NW, Suite 1400

CITY: Atlanta

STATE: Georgia

ZIP: 30300

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

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	**Jacobs Engineering Group, Inc.**
Robert L. Pitts, Chairman Fulton County Board of Commissioners	Jason Bodwell, Principal-in-Charge Georgia Client Account Manager

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

David Clark, Director
Department of Public Works

ITEM#: _____ RM: _____ **REGULAR MEETING**	**ITEM#: _____ 2nd RM: _____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP# NUMBER: 24RFP032724K--JA

BID/RFP# TITLE: Engineering On-Call Services for Public Works

ORIGINAL APPROVAL DATE and Number: 9-4-2024 / 24-0573

RENEWAL EFFECTIVE DATES: January 1, 2026

RENEWAL OPTION #: 1 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $500,000.00

COMPANY'S NAME: Prime Engineering, Inc.

ADDRESS: 3715 Northpoint Pkwy NW, Bldg 300, Suite 200

CITY: Atlanta

STATE: Georgia

ZIP: 30327

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

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	**Prime Engineering, Inc.**
Robert L. Pitts, Chairman Fulton County Board of Commissioners	Robert MacPherson, PE Vice President| Director-Civic

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

David Clark, Director
Department of Public Works

ITEM#: _____ RM: _____ **REGULAR MEETING**	**ITEM#: _____ 2nd RM: _____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP# NUMBER: 24RFP032724K-JA

BID/RFP# TITLE: Engineering On-Call Services for Public Works

ORIGINAL APPROVAL DATE and Number: 9-4-2024 / 24-0573

RENEWAL EFFECTIVE DATES: January 1, 2026

RENEWAL OPTION #: 1 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $500,000.00

COMPANY'S NAME: Benchmark Management LLC.

ADDRESS: 101 Marietta St NW, Suite 2000

CITY: Atlanta

STATE: Georgia

ZIP: 30303

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

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	**Benchmark Management, LLC**
Robert L. Pitts, Chairman Fulton County Board of Commissioners	Eskender Abebe, PE

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

David Clark, Director
Department of Public Works

ITEM#: _____ RM: _____ **REGULAR MEETING**	**ITEM#: _____ 2nd RM: _____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP# NUMBER: 24RFP032724K-JA

BID/RFP# TITLE: Engineering On-Call Services for Public Works

ORIGINAL APPROVAL DATE and Number: 9-4-2024 / 24-0573

RENEWAL EFFECTIVE DATES: January 1, 2026

RENEWAL OPTION #: 1 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $500,000.00

COMPANY'S NAME: Gresham Smith

ADDRESS: 600 W. Peachtree NW, Suite 1550

CITY: Atlanta

STATE: Georgia

ZIP: 30308

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

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

David Clark, Director
Department of Public Works

Gresham Smith

Randall S. Booker, Ph.D, P.E.
Senior Vice President

ITEM#: _____ RM: _____ **REGULAR MEETING**	**ITEM#: _____ 2nd RM: _____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	**November 4, 2025**
Department:	Public Works
Contract Number:	24RFP032724K-JA
Contract Title:	Standby Engineering Services

Instructions:

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

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

   Camp Creek Wastewater Treatment Plant ("WWTP") Sand Filters are in need to be replaced/rehabbed and the recommendation is to re-use and rehab of in-kind sand filters of the same material instead of a replacement with other type of filters available in the market.

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

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

Date of search:	March 24, 2025
Price found:	**16,100,000**
Different features / Conditions:	**Aqua Diamond Filters**
Percent difference between internet price and renewal price:	**200 %**

Explanation / Notes:

The price is based on current contractor pricing and the result of the Evaluation Study done by our on-call Contractor, to create a project that is fit-for-purpose and cost effective.

☒ **Market Survey of other jurisdictions:**

Date contacted:	March 24, 2025
Jurisdiction Name / Contact name:	**Meera Manoharan**
Date of last purchase:	NA
Price paid:	**NA**
Inflation rate:	**NA**
Adjusted price:	**7,900,000**
Percent difference between past purchase price and renewal price:	**200%**

Are they aware of any new vendors?	☐ Yes	☒ No
Are they aware of a reduction in pricing in this industry?	☒ Yes	☐ No
How does pricing compare to Fulton County's award contract?	**By half reduction**	

Explanation / Notes:

Camp Creek WWTP utilizes eight Sand Filters originally constructed in 2004, which needed to be replaced. A technical memorandum done by our on call contractor recommended rehabilitating eight sand filters to provide necessary capacity for treating secondary effluent through 2031.

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

The Outcome to rehabilitate the filters with an in-kind sand for cost effectiveness and create a project fit-for-purpose

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

NA

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

Was it part of the initial contract?	☐ **Yes**	☒ **No**
Date of last purchase:	NA	
Price paid:	**NA**	
Inflation rate:	**NA**	
Adjusted price:	**NA**	
Percent difference between past purchase price and renewal price:	**NA**	

Explanation / Notes:

The price is based on current contractor pricing and the result of the Evaluation Study done by our on-call Contractor, to create a project that is fit-for-purpose and cost effective.

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

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

7. **What would be the impact on your department if this contract was not approved?** The impact on the Department is that Camp Creek WWTP will not be non-compliant with the State of Georgia standard requirements and a potential moratorium on existing and future development permits within the South Area of the county will be denied for construction.

Performance Evaluation Details

ID	E1
Project	Engineering On-Call Services for Public Works
Project Number	24RFP032724K-JA
Supplier	Jacobs
Supplier Project Contact	Brian Skeens (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	10/01/2024 to 09/30/2025
Effective Date	12/05/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	12/05/2025 08:54 AM EST
Completion Date	12/05/2025 08:54 AM EST
Evaluation Score	97

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING SERVICES

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

PROJECT MANAGEMENT **20/20**

Rating

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

Comments

Worked with Our On-Call Jacobs on two different projects;
1.Sand filter for Camp Creek WRC Evaluations and replacement
2.Deep Creek Pump Station Rehabilitation
The Project management was outstanding between the kickoff meeting, the progress meeting and the final workshop. During the onset of the project a virtual team meeting between the PM and myself for the progress work and was scheduled on a weekly basis to keep the project moving by submitting any questions or concern or RFIs to keep the project moving and without any hurdles. Happy with the deliverables and a great team to work with.

SCHEDULE **20/20**

Rating

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

Comments

The schedule in the kickoff meeting was originally agreed upon and set to provide a set time for all the parties to adhere to. The project scope completion and work management were outstanding.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **20/20**

Rating

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

Comments

The quality of Report and deliverables exceeded our requirements and expectations and provided an in depth knowledge base for the Fulton Team to follow and make a good decision

TECHNICAL SUPPORT DURING CONSTRUCTION **20/20**

Rating

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

Comments Jacobs has reviewed and provided an in-depth analysis of the various contractor's quotes and recommendations that has resonated well with the Fulton Team decision making and money saving.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **17/20**

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments The subcontractor to Jacobs from the Architect, to building Mechanical to Civil and Landscape worked well and in synergy. One of the Subcontractor (Electrical) Ray Group was not welcomed by the Fulton team and the team requested him the removal from all the county projects.

GENERAL COMMENTS

Comments *Not Specified*

12/5/2025

Performance Evaluation Details

ID	E1
Project	Engineering On-Call Services for Public Works
Project Number	24RFP032724K-JA
Supplier	Prime Engineering, Inc.
Supplier Project Contact	Brooke Lewis (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	10/01/2024 to 09/30/2025
Effective Date	12/05/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	12/05/2025 10:45 AM EST
Completion Date	12/05/2025 10:45 AM EST
Evaluation Score	94

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT **20/20**

Rating

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

Comments Vender understands scope of work and presents different scope of work if the current scope does not meet the requirements of the project. Quality of work is outstanding.

SCHEDULE **17/20**

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments Vendor delivers project ahead of completion date even with delays caused by County.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **20/20**

Rating

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

Comments Vendor provides outstanding design, reports, and deliverables for the work. Very few comments found after review by the County.

TECHNICAL SUPPORT DURING CONSTRUCTION **17/20**

Rating

Excellent: Commendable. Contractor submissions are expedited on some occasions.

Comments Vendor provides excellent technical support during construction. Still having issues with previous subcontractors to Vendor but Vendor has changed subcontractor on new projects.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **20/20**

Rating

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

Comments Vendor has outstanding compliance with contract documents and strives to issue a quality project.

GENERAL COMMENTS

Comments Vendor has sufficient staffing available to complete projects and is willing to work with County due to County delays on review of submitted work. Comments on previous Contractor Performance Reports have been addressed and are no longer an issue.

12/5/2025

Performance Evaluation Details

ID	E1
Project	Engineering On-Call Services for Public Works
Project Number	24RFP032724K-JA
Supplier	BenchMark Management
Supplier Project Contact	Eskender Abebe (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	10/01/2024 to 09/30/2025
Effective Date	12/05/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	12/05/2025 10:54 AM EST
Completion Date	12/05/2025 10:54 AM EST
Evaluation Score	72

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT **14/20**

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments The Vendor seems to have difficulties with overall project management. The Vendor needs improvement with scope and schedule. Have had meeting with project contact and some corrections have been made.

SCHEDULE **14/20**

Rating

Satisfactory: Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

Comments The Vendor usually the submittal dates but needs to follow up with submittals for permit approvals. Some of the project management/scoping issues have negatively impacted schedule.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **10/20**

Rating

Needs Improvement: Above average number of issues with deliverables; re-submission of reports and/or deliverables may have been necessary.

Comments Severable deliverables required complete resubmittal or complete re-design. Lack of understanding about what 30% vs 60% deliverables entail and how to schedule their delivery.

TECHNICAL SUPPORT DURING CONSTRUCTION **17/20**

Rating

Excellent: Commendable. Contractor submissions are expedited on some occasions.

Comments Vendor has not had the opportunity to provide technical support during construction during this contract.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **17/20**

Rating	**Excellent:** Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.
Comments	Vendor does excellent oversight of the contract.

GENERAL COMMENTS

Comments	Vendor needs to follow-up with permitting agencies to speed up final approval of documents. Vendor needs to verify that Fulton County has reviewed and approved 30% design documents before proceeding to 60% design documents. The same with proceeding from 60% to 90% and final design documents. Vendor needs to schedule time for Fulton County to review and process plans before proceeding with further design. Vendor needs to manage schedule and be aware that the current planned improvements will not meet the design criteria and decide that a different solution is required. Subcontractor disciplines are involved too early.



Performance Evaluation Details

ID	E1
Project	Engineering On-Call Services for Public Works
Project Number	24RFP032724K-JA
Supplier	Gresham Smith
Supplier Project Contact	Angie Womack (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	10/01/2024 to 09/30/2025
Effective Date	12/05/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	12/05/2025 08:54 AM EST
Completion Date	12/05/2025 08:54 AM EST
Evaluation Score	94

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING SERVICES

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

PROJECT MANAGEMENT **20/20**

Rating

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

Comments

Worked with Our On-Call Gresham Smith on various Fulton County projects; The Project management was outstanding between the kickoff meeting, the progress meeting and the final workshop. During the onset of the project a virtual team meeting between the PM and myself for the progress work and was scheduled on a weekly basis to keep the project moving by submitting any questions or concern or RFIs to keep the project moving and without any hurdles. Happy with the deliverables and a great team to work with.

SCHEDULE **17/20**

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

The schedule in the kickoff meeting was originally agreed upon and set to provide a set time for all the parties to adhere to. The project scope completion and work management were excellent.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **20/20**

Rating

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

Comments

The quality of Report and deliverables are good and thorough and exceeded our requirements and expectations and provided an in depth knowledge base for the Fulton Team to follow and make a good decision

TECHNICAL SUPPORT DURING CONSTRUCTION **20/20**

Rating

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

Comments Gresham has reviewed and provided an in-depth analysis of the various contractor's quotes and recommendations that has resonated well with the Fulton Team decision making and money saving.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **17/20**

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments The subcontractor to Gresham Smith from the survey to Geotechnical to CCTV contractor worked well and in synergy and in my opinion is excellent.

GENERAL COMMENTS

Comments *Not Specified*



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0981 **Meeting Date:** 12/17/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to extend an existing contract - Department of Public Works, 19RFP090419K-DB, Operation & Maintenance Service for Wastewater Facilities & Pump Stations in the North Fulton Service Area, in an amount not to exceed $5,641,222.93, with Veolia Water North America-South, LLC (Atlanta, GA) to provide reliable, uninterrupted operation of the water and wastewater system operations and maintenance management systems in the North Fulton service area for an additional 90 day period, effective January 1, 2026 through March 31, 2026.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

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

Scope of Work: Veolia Water North America-South LLC currently provides operation and maintenance services for the Fulton County owned facilities & pump stations in the North Fulton Service Area, which consists of three (3) Water Reclamation Facilities, twenty-eight (28) wastewater

pumping stations, forty-six (46) air release valves, and five (5) potable water pump stations. The contract was initially awarded by the Board of Commissioners on February 19, 2020, as BOC Agenda #20-0133 with an initial term of the contract between July 6, 2020, through July 5, 2025. A 120-day extension was approved by the Board of Commissioners on June 18, 2025 as BOC Agenda #25-0477 that resulted in the contract date being extended to November 3, 2025. A second extension for 57 days was approved on October 15, 2025 as BOC Agenda #25-0787 that resulted in the contract date being extended to December 31, 2025.

This third contract extension will continue the same three financial elements of the original contract, which include a Fixed Base Service Fee, Maintenance Allowance, and Contingency Allowance. Additional information regarding each of the three financial elements is below:
• The Fixed Service Fee is the amount charged by the contractor to operate and maintain all of the North Fulton Managed Assets in compliance with the terms of the contract.
• The Maintenance Allowance will be used to repair/replace major equipment or upgrade the Managed Assets at the County's sole discretion.
• The Contingency Allowance will be used to finance unforeseen and variable expenses during the term at the County's sole discretion.

Below is a table that shows the anticipated contract value during the 90-day extension using the pro-rated costs that were in place in FY2025 plus the typical 3% contract escalation that has been allowed in the past with this contract:

Fixed Fee Service:	$4,712,787.3
Maintenance Allowance:	$783,367.5
Contingency Allowance:	$145,068.0
Total 90-day Value:	$5,641,222.9

This contract extension will allow for Veolia Water North America-South, LLC to continue to operate these facilities while Public Works continues to review the proposals received as part of 25RFP06272025K-DB that covers the operation and maintenance services as part of a new 5-year contract. The extension will also allow for sufficient transition time between operators if the current operator is not selected as part of the current procurement.

Community Impact: The wastewater treated at these facilities is ultimately discharged into the Chattahoochee and Etowah Rivers. Having professionally run facilities allows for a healthy environment for economic and recreational activities along these rivers.

Department Recommendation: The Department of Public Works recommends the extension of this contract with Veolia Water North America -South, LLC.

Project Implications: Fulton County Public Works no longer has the resources to operate and maintain these assets since privatization was first implemented throughout the North Fulton Service Area in 1992. Therefore, it is imperative that a contractor continues to provide uninterrupted wastewater treatment services on behalf of Fulton County Public Works.

Community Issues/Concerns: Although there has been operational challenge at these facilities over the past five years, the plants currently meet all nutrient permit requirements of the Georgia Environmental Protection Division.

Department Issues/Concerns: The Department believes that this vendor can continue to perform the services until the current procurement process has been completed.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount (7/6 -12/31/20)	20-0133	2/19/2020	$ 8,728,340.00
FY2021			$18,166,470.00
FY2022			$18,711,464.00
FY2023			$19,272,808.00
FY2024			$19,850,992.00
FY2024 Increase Spending	24-0847	12/4/2024	$909,668.00
FY2025 (1/1 - 7/5/25)			$10,475,341.00
Extension #1 (7/6 - 11/3/25)	25-0477	6/18/2025	$7,381,500.47
Extension #2 (11/4 - 12/31/25)	25-0787	10/15/2025	$3,506,212.72
Extension #3 (1/1 - 3/31/26)			$5,641,222.93
Total Revised Amount			**$112,644,019.12**

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

Contract Value: **$5,641,222.93**

Prime Vendor: **Veolia Water North America North/Khafra Operation Services - Joint Venture 50/50 JV (Veolia $1,525.668.50 or 50% - Non Minority & Khafra $1,525,668.50 or 50% - African America Male Business Enterprise**
Prime Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County or**
Prime Value: **$3,051,337.48 or 54.09%**

Subcontractor: **Amtech Drive**
Subcontractor Status: **Asian American Female Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Contract Value: **$19,180.16 or 0.34%**

Subcontractor: Jackson Janitorial & Facilities Maintenance, LLC (Bateman & Styles, LLC)
Subcontractor Status: African American Female Business Enterprise
Location: Toccoa, GA
County: Stephens County
Contract Value: $23,693.14 or 0.42%

Subcontractor: Custom Klimates
Subcontractor Status: Non-Minority
Location: Canton, GA
County: Cherokee County
Contract Value: $15,231.30 or 0.27%

Subcontractor: D. Clark Harris
Subcontractor Status: White Female Business Enterprise
Location: Fayetteville, GA
County: Fayette County
Contract Value: $130,312.25 or 2.31%

Subcontractor: Global Control Systems Inc.
Subcontractor Status: White Female Business Enterprise
Location: Smyrna, GA
County: Cobb County
Contract Value: $26,513.75 or 0.47%

Subcontractor: Khafra Engineering Consultants, Inc.
Subcontractor Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: $529,146.71 or 9.38%

Subcontractor: Let Us Love Your Lawn
Subcontractor Status: African American Female Business Enterprise
Location: Stone Mountain, GA
County: Dekalb County
Contract Value: $110,567.97 or 1.96%

Subcontractor: Slater Infrastructure Group d/b/a Multi-Energy Group, LLC
Subcontractor Status: African American Female Business Enterprise
Location: Alpharetta, GA
County: Fulton County
Contract Value: $529,146.71 or 9.38%

Subcontractor: Prime Power
Subcontractor Status: White Female Business Enterprise
Location: Austell, GA

County:	**Cobb County**
Contract Value:	**$33,847.34 or 0.60%**
Subcontractor:	**Waste Eliminator, Inc**
Subcontractor Status:	**Non-Minority**
Location:	**Peachtree Corners, GA**
County:	**Gwinnett County**
Contract Value:	**$1,172,246.12 or 20.78%**
Total Contract Value:	**$5,641,222.93 or 100.00%**
Total Certified Value:	**$2,928,076.52 or 51.90%**

Exhibits Attached

Exhibit 1: Extension Agreement
Exhibit 2: Performance Evaluation

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$103,496,583.47
Previous Adjustments:	$3,506,212.72
This Request:	$5,641,222.93
TOTAL:	$112,644,019.12

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:

201-540-5458-116: Water & Sewer Revenue Fund, Professional Services- $446,118.99

Funding Line 2:

201-540-5462-1160: Water & Sewer Revenue Fund, Professional Services- $608,960.23

Funding Line 3:

201-540-5463-1160: Water & Sewer Revenue Fund, Professional Services- $3,250,305.53

Funding Line 4:

201-540-5476-1160: Water & Sewer Revenue Fund, Professional Services- $1,239,430.30

Funding Line 5:

201-540-5451-1160: Water & Sewer Revenue Fund, Professional Services- $66,407.87

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 3/31/2026
Cost Adjustment: N/A	**Renewal/Extension Terms**: N renewal remains

Overall Contractor Performance Rating: 62

Would you select/recommend this vendor again?
No

Report Period Start: **6/26/2025**

Report Period End: **9/26/2025**

AMENDMENT NO. 4 TO FORM OF CONTRACT

Contractor: **Veolia Water North America-South, LLC**

Contract No.: **19RFP090419K-DB**, **Operation & Maintenance Services for Wastewater Facilities & Pump Stations**

Address: **387 18th Street, NW**
City, State **Atlanta, GA 30363**

Telephone: **678-925-6057**

Email: **joseph.tackett@veolia.com**

Contact: **Joseph Tackett,**
Senior Vice President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Veolia Water North America-South, LLC, to provide operation and maintenance services at wastewater facilities and pump stations in North Fulton, dated 19th day of February 2020, on behalf of the Department of Public Works; and

WHEREAS, the County wishes to extend the existing contract to provide reliable, uninterrupted operation of the water and wastewater system operations and maintenance management systems in the North Fulton service area; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on December 17, 2025, BOC Item

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

This Amendment No. 4 to Form of Contract is effective January 1, 2026, through March 31, 2026, or until services are no longer required as determined by Fulton County. This Amendment is entered into by and between Fulton County and Veolia Water North America-South, LLC, who agree that all services specified shall be performed in accordance with this Amendment No. 4 and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** Veolia Water North America-South LLC currently provides operation and maintenance services for the Fulton County owned facilities & pump stations in the North Fulton Service Area, which consists of three (3) Water Reclamation Facilities, twenty-eight (28) wastewater pumping

stations, forth-six (46) air release valves, and five (5) potable water pump stations. The contract was initially awarded by the Board of Commissioners on February 19, 2020, as BOC Agenda #20-0133 with an initial term of the contract between July 6, 2020, through July 5, 2025. A 120-day extension was approved by the Board of Commissioners on June 18, 2025, as BOC Agenda #25-0477 that resulted in the contract date being extended to November 3, 2025. A second extension for 57 days was approved on October 15, 2025, as BOC Agenda #25-0787, which extended the contract date to December 31, 2025.

This third contract extension will continue the same three financial elements of the original contract, which include a Fixed Base Service Fee, Maintenance Allowance, and Contingency Allowance. Additional information regarding each of the three financial elements is below:

• The Fixed Service Fee is the amount charged by the contractor to operate and maintain all of the North Fulton Managed Assets in compliance with the terms of the contract.
• The Maintenance Allowance will be used to repair/replace major equipment or upgrade the Managed Assets at the County's sole discretion.
• The Contingency Allowance will be used to finance unforeseen and variable expenses during the term at the County's sole discretion

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor in an amount not to exceed $5,641,222.93 (Five Million Six Hundred Forty-One Thousand Two Hundred Twenty-Two Dollars and Ninety-three Cents) approved by BOC.

3. **LIABILITY OF COUNTY:** This Amendment No. 4 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF AMENDMENT NO. [INSERT NUMBER] TO FORM OF CONTRACT:** Except as modified by this Amendment No 4 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 E. Clark, Director
Department of Public Works

CONTRACTOR:

VEOLIA WATER NORTH AMERICA-SOUTH, LLC

Joseph Tackett, Chief Executive Officer, Municipal Water Contract Operations Veolia North America

ITEM#: _____ RM: _____	**ITEM#: _____ 2ND RM: _____**
REGULAR MEETING	**SECOND REGULAR MEETING**

Performance Evaluation Details

ID	E2
Project	O & M Service for Wastewater Facilities & Pump Stations in the North Area
Project Number	#19RFP090419KDB
Supplier	Veolia
Supplier Project Contact	Francis Crehan (preferred language: English)
Performance Program	Professional Services
Evaluation Period	06/26/2025 to 09/25/2025
Effective Date	11/26/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/26/2025 08:58 AM EST
Completion Date	11/26/2025 08:58 AM EST
Evaluation Score	62



12/9/2025

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT **14/20**

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments Satisfactory. Plant Manager should have more experience.

SCHEDULE **14/20**

Rating

Satisfactory: Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

Comments Meets Requirements of the Contract.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **14/20**

Rating

Satisfactory: Deliverables meet requirements and have an average number of issues on reports and deliverables.

Comments Satisfactory.

COMMUNICATIONS AND CO-OPERATION **10/20**

Rating

Needs Improvement: Communication and Co-operation needs improvement; slow response to the User Department's requests and changes.

Comments Needs cooperation to meet the project goals.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **10/20**

Rating

Needs Improvement: Minor issues with compliance took a long time to resolve and/or required multiple interventions to resolve the issue to the the User Department's satisfaction.

Comments There are permit violations that is under Operators Control. Needs improvements.

GENERAL COMMENTS

Comments	Veolia needs improvements in operations and maintenance to meet the Contract requirements.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0982 **Meeting Date:** 12/17/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to increase the spending authority - Department of Public Works, 19RFP090419K-DB, Operation & Maintenance Services for Wastewater Facilities & Pump Stations in the North Fulton Service Area in an amount not to exceed $1,995,238.07 with Veolia Water North America-South, LLC (Boston, MA), to provide operation and maintenance services at wastewater facilities and pump stations in North Fulton. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☒
District 3 ☒
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: The Department of Public Works is requesting an increase in spending authority to the 2024 PO #24SC090419K-DB with Veolia Water North America-South, LLC in the amount of $1,995,238.07 to cover the added cost in assisting with the decommissioning of the former Big Creek wastewater plant in accordance with the master contract (19RFP090419K-DB).

Scope of Work: As part of the annual Operation & Maintenance contract and Purchase Order

(24SC090419K-DB), Veolia Water North America-South, LLC is authorized to spend $22,267,526.42 as part of their 2025 fixed fee to operate all of the North Fulton assets, including 3 wastewater treatment facilities, all wastewater lift stations, and all water pump stations. In addition to the normal operations & maintenance activities associated with these facilities, Veolia was asked to assist in the decommissioning of the former 24 MGD conventional treatment plant during the spring and summer. These activities included removing and disposing of biosolids contained in the old digesters, assisting in the removal and disposal of certain equipment (e.g., the Lime silo) no longer used at Big Creek, and other activities necessary to bring the new 32 MGD membrane treatment plant online. Therefore, the Purchase Order needs to be increased in order to cover these costs. Fortunately, the existing Purchase Order had some contingency included to cover some of these costs; however, an additional $1,995,238.07 is needed to close out the 2025 expenses. Public Works staff have reviewed the additional costs and agree that they are reasonable and needed for the successful operation of the new Big Creek facility. Money is available for these expenses in the existing 2024 Public Works O&M budget and the Big Creek construction project for these expenses.

Community Impact: The successful operation and maintenance of the new Big Creek facility allows for the proper treatment of wastewater throughout the Big Creek service area in North Fulton County.

Department Recommendation: The Department of Public Works recommends approval of the increase in spending authority request.

Project Implications: Failure to increase the spending authority for this operations & maintenance purchase order will result in the inability of Fulton County to pay for increased expenses already incurred by Veolia.

Community Issues/Concerns: Many of the additional tasks performed by Veolia as part of this increase spending authority was in direct response to the community's concerns about odor emitting from the old plant during the decommissioning process.

Department Issues/Concerns: The department has no issues or concerns with this increase in spending authority request.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0133	2/19/2020	$8,728,340.00
FY Year 2021			$18,166,470.00
FY Year 2022			$18,711,464.00
FY Year 2023			$19,272,808.00
FY Year 2024			$19,850,992.00
FY Year 2025			$22,267,526.42
Amendment #1	24-0847	12/4/2024	$909,668.00
Amendment #2			**$1,995,238.07**

Total Revised Amount			$109,902,506.49

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

Contract Value: **$1,995,238.07**

Prime Vendor: **Veolia Water North America-South, LLC**
Prime Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County or**
Prime Value: **$1,079,224.27or 54.09%**

Subcontractor: **Amtech Drive**
Subcontractor Status: **Asian American Female Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Contract Value: **$6,783.81 or 0.34%**

Subcontractor: **Jackson Janitorial & Facilities Maintenance, LLC (Bateman & Styles, LLC)**
Subcontractor Status: **African American Female Business Enterprise**
Location: **Toccoa, GA**
County: **Stephens County**
Contract Value: **$8,380.00 or 0.42%**

Subcontractor: **Custom Klimates**
Subcontractor Status: **Non-Minority**
Location: **Canton, GA**
County: **Cherokee County**
Contract Value: **$5,387.14 or 0.27%**

Subcontractor: **D. Clark Harris**
Subcontractor Status: **White Female Business Enterprise**
Location: **Fayetteville, GA**
County: **Fayette County**
Contract Value: **$46,090.00 or 2.31%**

Subcontractor: **Global Control Systems Inc.**
Subcontractor Status: **White Female Business Enterprise**
Location: **Smyrna, GA**
County: **Cobb County**
Contract Value: **$9,377.62 or 0.47%**

Subcontractor: **Khafra Engineering Consultants, Inc.**
Subcontractor Status: **African American Male Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Contract Value: **$187,153.33 or 9.38%**

Subcontractor:	**Let Us Love Your Lawn**
Subcontractor Status:	**African American Female Business Enterprise**
Location:	**Stone Mountain, GA**
County:	**Dekalb County**
Contract Value:	**$39,106.67 or 1.96%**
Subcontractor:	**Slater Infrastructure Group d/b/a Multi-Energy Group, LLC**
Subcontractor Status:	**African American Female Business Enterprise**
Location:	**Alpharetta, GA**
County:	**Fulton County**
Contract Value:	**$187,153.33 or 9.38%**
Subcontractor:	**Prime Power**
Subcontractor Status:	**White Female Business Enterprise-Certified**
Location:	**Austell, GA**
County:	**Cobb County**
Contract Value:	**$11,971.43 or 0.60%**
Subcontractor:	**Waste Eliminator, Inc**
Subcontractor Status:	**Non-Minority**
Location:	**Peachtree Corners, GA**
County:	**Gwinnett County**
Contract Value:	**$414,610.47 or 20.78%**
Total Contract Value:	**$1,995,238,07 or 100.00%**
Total Certified Value:	**$496,016.18 or 24.86%**

Exhibits Attached

Exhibit 1: Amendment to Contract
Exhibit 2: Contractor Performance Report

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

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

Contract Attached

No

Previous Contracts

Yes

Agenda Item No.: 25-0982 **Meeting Date:** 12/17/2025

Total Contract Value

Original Approved Amount:	$106,997,600.42
Previous Adjustments:	$909,668.00
This Request:	$1,995,238.07
TOTAL:	$109,902,506.49

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:

201-540-5463-1160: - Water & Sewer Revenue Fund, Public Works, Professional Services, $421,169.57

Funding Line 2:

235-540-5400-S157: - Public Works, Big Creek Plant Expansion, $1,574,068.50

Key Contract Terms	
Start Date: Upon BOC Approval	**End Date:** 3/31/2026
Cost Adjustment: N/A	**Renewal/Extension Terms**: N renewal options

Overall Contractor Performance Rating: 62

Would you select/recommend this vendor again?
No

Report Period Start: **6/26/2025**
Report Period End: **9/25/2025**

AMENDMENT NO. 5 TO FORM OF CONTRACT

Contractor: **Veolia Water North America-South, LLC**

Contract No.: **19RFP090419K-DB**, **Operation & Maintenance Services for Wastewater Facilities & Pump Stations**

Address: **387 18th Street, NW**
City, State **Atlanta, GA 30363**

Telephone: **678-925-6057**

Email: **joseph.tackett@veolia.com**

Contact: **Joseph Tackett,**
Senior Vice President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Veolia Water North America-South, LLC, to provide operation and maintenance services at wastewater facilities and pump stations in North Fulton, dated 19th day of February 2020, on behalf of the Department of Public Works; and

WHEREAS, the County wishes to increase the spending authority to provide reliable, uninterrupted operation of the water and wastewater system operations and maintenance management systems in the North Fulton service area; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on December 17, 2025, BOC Item

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

This Amendment No. 5 to Form of Contract is effective upon BOC approval, through March 31, 2026, or until services are no longer required as determined by Fulton County. This Amendment is entered into by and between Fulton County and Veolia Water North America-South, LLC, who agree that all services specified shall be performed in accordance with this Amendment No. 5 and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** Veolia Water North America-South, LLC currently provides operation and maintenance services for the Fulton County owned facilities & pump stations in the North Fulton Service Area, which consists of three (3) Water Reclamation Facilities, twenty-eight (28) wastewater pumping

stations, forth-six (46) air release valves, and five (5) potable water pump stations. The contract was initially awarded by the Board of Commissioners on February 19, 2020, as BOC Agenda #20-0133 with an initial term of the contract between July 6, 2020, through July 5, 2025. A 120-day extension was approved by the Board of Commissioners on June 18, 2025, as BOC Agenda #25-0477 that resulted in the contract date being extended to November 3, 2025. A second extension for 57 days was approved on October 15, 2025, as BOC Agenda #25-0787, which extended the contract date to December 31, 2025.

The Department of Public Works is requesting an increase in spending authority to the 2024 PO #24SC090419K-DB with Veolia Water North America-South, LLC in the amount of $1,995,238.07 to cover the added cost in assisting with the decommissioning of the former Big Creek wastewater plant in accordance with the master contract (#19RFP090419K-DB).

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor in an amount not to exceed $1,995,238.07 (One Million Nine Hundred Ninety-Five Thousand Two Hundred Thirty-Eight Dollars and Seven Cents) approved by BOC.

3. **LIABILITY OF COUNTY:** This Amendment No. 5 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF AMENDMENT NO. 5 TO FORM OF CONTRACT:** Except as modified by this Amendment No 5 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, 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 E. Clark, Director
Department of Public Works

CONTRACTOR:

VEOLIA WATER NORTH AMERICA-SOUTH, LLC

Joseph Tackett, Chief Executive Officer, Municipal Water Contract Operations, Veolia Water North America-South, LLC

ITEM#: _____ RM: _____	**ITEM#: _____ 2ND RM: _____**
REGULAR MEETING	**SECOND REGULAR MEETING**

Performance Evaluation Details

ID	E2
Project	O & M Service for Wastewater Facilities & Pump Stations in the North Area
Project Number	#19RFP090419KDB
Supplier	Veolia
Supplier Project Contact	Francis Crehan (preferred language: English)
Performance Program	Professional Services
Evaluation Period	06/26/2025 to 09/25/2025
Effective Date	11/26/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/26/2025 08:58 AM EST
Completion Date	11/26/2025 08:58 AM EST
Evaluation Score	62



12/9/2025

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT **14/20**

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments Satisfactory. Plant Manager should have more experience.

SCHEDULE **14/20**

Rating

Satisfactory: Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

Comments Meets Requirements of the Contract.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **14/20**

Rating

Satisfactory: Deliverables meet requirements and have an average number of issues on reports and deliverables.

Comments Satisfactory.

COMMUNICATIONS AND CO-OPERATION **10/20**

Rating

Needs Improvement: Communication and Co-operation needs improvement; slow response to the User Department's requests and changes.

Comments Needs cooperation to meet the project goals.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **10/20**

Rating

Needs Improvement: Minor issues with compliance took a long time to resolve and/or required multiple interventions to resolve the issue to the the User Department's satisfaction.

Comments There are permit violations that is under Operators Control. Needs improvements.

GENERAL COMMENTS

Comments	Veolia needs improvements in operations and maintenance to meet the Contract requirements.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0983 **Meeting Date:** 12/17/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a recommended proposal - Department of Public Works, 25RFP06272025K-DB, Operation & Maintenance Services for Wastewater Facilities & Pump Stations in the North Fulton Service Area in an amount not to exceed $28,084,782.00 for the entire calendar year of 2026, with The Inframark-Slater Joint Venture doing business as (DBA) Fulton County Wastewater Partners ("FCWWP") (Alpharetta, GA) to provide water and wastewater system operations and maintenance management systems in the North Fulton service area. The initial term of the contract is for a five (5) year period effective January 1, 2026, through December 31, 2030, with one (1), five (5) year renewal option.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with O.C.G.A. § 36-60-15.1, Operation and Maintenance of Water Treatment Systems by Private Entities, the County is authorized, in the discretion of its governing authority, to enter into valid and binding leases and contracts for any period of time not to exceed 20 years to provide for the operation and maintenance of all or a portion of its wastewater treatment system, storm-water system, water system, or sewer system, or any combination of such systems, which contracts may include provisions for the design, construction, repair, reconditioning, replacement, maintenance, and operation of the system, or any combination of such services and functions.

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

Agenda Item No.: 25-0983 **Meeting Date:** 12/17/2025

Summary & Background: The contract provides for all operation and maintenance activities at the Public Works facilities & pump stations in the North Fulton Service Area, which consists of three (3) Water Reclamation Facilities (WRF), twenty-eight (28) wastewater pumping stations and associated forcemain air release valves, and five (5) potable water pump stations. Services will be provided twenty-four (24) hours per day, seven (7) days per week, and fifty-two (52) weeks per year.

Scope of Work: The selected contractor will provide all labor, materials, supplies, chemicals, fuel, vehicles, resources, and services to operate and maintain the facilities in the best interest of Fulton County. The contractor will assume all responsibilities and liabilities associated with the operations and maintenance activities, ensure the reliability of operations, and maintain the value of the County's investment in facilities and equipment.

The contract will be for a five-year period starting on January 01, 2026 and concluding on December 31, 2030 with the possibility of one, five-year renewal. The total contractual value of the services includes five financial elements - a Fixed Base Service Fee, Reimbursable Costs, Maintenance Allowance, Contingency Allowance, and Escalation:

• The Fixed Service Fee is the amount charged by the contractor to operate and maintain all of the North Fulton Managed Assets in compliance with the terms of the contract.
• Reimbursable Costs are costs reimbursed by the County to the Contractor at actual unit prices. Major components of the Reimbursable Costs are sludge disposal and the purchase of process chemicals.
• The Maintenance Allowance will be used to repair/replace major equipment or upgrade the Managed Assets at the County's sole discretion.
• The Contingency Allowance will be used to finance unforeseen and variable expenses during the term at the County's sole discretion.
• Escalation will be applied on an annual basis to cover on-going increasing expenses due to inflation and market adjustments. The Base Fee will be adjusted annually based on the Consumer Price Index. Reimbursable Costs will be adjusted annually based on actual market costs.

Below is a table that shows the anticipated five-year contract value, assuming a 3% CPI over the contract period.

	FY2026 01/01 - 12/31/	FY2027 01/01 - 12/31/	FY2028 01/01 - 12/31/	FY2029 01/01 - 12/31/	FY2029 01/01 - 12/31/	FY2030 01/01 - 12/31/
Base Fee	$12,939,595	$12,939,595	$12,939,595	$12,939,595	$12,939,595	$12,939,59
Reimbursable Costs	$10,645,187	$10,645,187	$10,645,187	$10,645,187	$10,645,187	$10,645,18
Maintenance Allowance	$4,000,000	$4,000,000	$4,000,000	$4,000,000	$4,000,000	$4,000,000
Contingency Allowance	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000
Transition Allowance	$0	-	-	-	-	-
Escalation	-	$842,543	$1,710,363	$2,604,218	$3,524,888	$4,473,178
Total	$28,084,782	$28,927,325	$29,795,145	$30,689,000	$31,609,670	$32,557,96

[1] Escalation assumed to be 3%: actual escalation will be based on the actual CPI and market condi

Community Impact: The wastewater treated at the water reclamation facilities is ultimately discharged to the Chattahoochee and Little Rivers. Clean rivers allow for a healthy environment for

economic and recreational activities.

Department Recommendation: The Department of Public Works recommends award to Fulton County Wastewater Partners.

Project Implications: The Fulton County Department of Public Works no longer has the resources to operate and maintain these assets with county employees since privatization was first implemented in 1992 throughout the North Fulton Service Area
. Therefore, it is imperative that a contractor continues to provide uninterrupted wastewater treatment services on behalf of the Department of Public Works.

Community Issues/Concerns: No significant issues or concerns have been raised by the community over the operation of these assets by a private contractor.

Department Issues/Concerns: Many of the Joint Venture staff have worked on these facilities in the past, while employed by other companies.

Contract Modification: This is a new procurement.

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

Contract Value:	**$28,084,782.00**
Prime Vendor:	**Fulton County Wastewater Partners, 65/35 JV comprised of Inframark, LLC ($7,836,917.99 or 65.00%) & Slater Infrastructure Group, LLC African American Female Business Enterprise ($4,219,878.92 or 35.00%)**
Prime Status:	**Non-Minority**
Location:	**Alpharetta, Ga**
County:	**Fulton County**
Prime Value:	**$12,056,796.91 or 42.93%**
Subcontractor:	**Let Us Love Your Lawn**
Subcontractor Status:	**African American Male Business Enterprise**
Location:	**Stone Mountain, Ga**
County:	**Dekalb County**
Contract Value:	**$525,185.42 or 1.87%**
Subcontractor:	**Waste Eliminator**
Subcontractor Status:	**Non-Minority**
Location:	**Peachtree Corners, Ga**
County:	**Gwinnett County**
Contract Value:	**$4,999,091.20 or 17.80%**
Subcontractor:	**Jackson Janitorial**
Subcontractor Status:	**White Female Business Enterprise**

Location:	**Jefferson, Ga**
County:	**Twiggs County**
Contract Value:	**$84,254.91 or 0.30%**
Subcontractor:	**Global Center Systems**
Subcontractor Status:	**Asian American Female Business Enterprise**
Location:	**Smyrna, Ga**
County:	**Cobb County**
Contract Value:	**$140,423.91 or 0.50%**
Subcontractor:	**Amtech**
Subcontractor Status:	**Asian American Male Business Enterprise**
Location:	**Atlanta, Ga**
County:	**Fulton County**
Contract Value:	**$112,339.13 or 0.40%**
Subcontractor:	**Coleman & Associates**
Subcontractor Status:	**African American Female Business Enterprise**
Location:	**Decatur, Ga**
County:	**Dekalb County**
Contract Value:	**$308,932.60 or 1.10%**
Subcontractor:	**ASPIS Environmental Management**
Subcontractor Status:	**African American Male Business Enterprise**
Location:	**Lawrenceville, Ga**
County:	**Gwinnett County**
Contract Value:	**$28,084.78 or 0.10%**
Subcontractor:	**Slater Infrastructure Group, LLC**
Subcontractor Status:	**African American Female Business Enterprise**
Location:	**Alpharetta, Ga**
County:	**Fulton County**
Contract Value:	**$9,829,673.70 or 35.00%**
Total Contract Value:	**$28,084,782.00 or 100.00%**
Total Certified Value:	**$20,858,567.59 or 74.27**

Exhibits Attached

Exhibit 1: Evaluation Committee Recommendation Memo
Exhibit 2: Performance Evaluation Memo

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

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

Agenda Item No.: 25-0983 **Meeting Date:** 12/17/2025

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$28,084,782.00
TOTAL:	$28,084,782.00

Fiscal Impact / Funding Source

Funding Line 1:

201-540-5458-1160: Water & Sewer Revenue Fund, Professional Services, $2,994,650

Funding Line 2:

201-540-5462-1160: Water & Sewer Revenue Fund, Professional Services, $3,391,356

Funding Line 3:

201-540-5463-1160: Water & Sewer Revenue Fund, Professional Services, $16,809,887

Funding Line 4:

201-540-5476-1160: Water & Sewer Revenue Fund, Professional Services, $4,486,314

Funding Line 5:

201-540-5451-1160: Water & Sewer Revenue Fund, Professional Services, $402,574

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2030
Cost Adjustment:	**Renewal/Extension Terms**: O (1), Five (5) Year renewal optio

Overall Contractor Performance Rating: New Vendor

Would you select/recommend this vendor again?
Choose an item.

Report Period Start: **Report Period End:**

Docusign Envelope ID: 64CAEA78-FE94-406B-A19D-3EF8092E7EE7

INTEROFFICE MEMORANDUM

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

FROM: Evaluation Committee Recommendation Letter

DATE: December 5, 2025

PROJECT: 25RFP06272025K-DB Operation & Maintenance Services for Wastewater Facilities & Pump Stations in the North Fulton Service Area

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Department of Public Works.

Three (3) qualified firms submitted proposals for evaluation:

1. Fulton County Wastewater Partners (Inframark - Slater) JV
2. JC Water Partners (Jacobs – C.E.R.M.) JV
3. Veolia Water North America – South LLC/KHAFRA Operations LLC JV

Two (2) firms have submitted responsive and responsible proposers and were considered for award for this project:

1. Fulton County Wastewater Partners (Inframark – Slater) JV
2. Veolia Water North America – South LLC/KHAFRA Operations LLC JV

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee held Oral Interviews and has determined that the proposal submitted by Fulton County Wastewater Partners (Inframark – Slater) JV with a total score of 72.68, is the recommended vendor for the award of Project 25RFP06272025K-DB; Operation & Maintenance Services for Wastewater Facilities & Pump Stations in the North Fulton Service Area.

Docusign Envelope ID: 64CAEA78-FE94-406B-A19D-3EF8092E7EE7

The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

SELECTION COMMITTEE MEMBERS:

Adriana Bustillos _____
Adriana Bustillos,
Deputy Director,
Department of Public Works

Terry Peters _____
Terry Peters,
Deputy Director
Department of Public Works

Patrick Person _____
Patrick Person,
Water Distribution System Manager
Department of Public Works

Walter Rekuc _____
Walter Rekuc,
Construction Project Manager
Department of Public Works

Docusign Envelope ID: 64CAEA78-FE94-406B-A19D-3EF8092E7EE7

EVALUATION CRITERIA	WEIGHT	Fulton County Wastewater Partners (Inframark-Slater)	Veolia Water North America-South, LLC/KHAFRA Operations, LLC
Operation & Maintenance Plan	25	23.44	17.19
Qualifications of Key Personnel	20	12.50	15
Relevant Project Experience/Past Performance	15	9.38	8.44
Environmental Compliance Record	20	10	8.75
Availability of Key Personnel	3	2.44	2.25
Local Preference	5	5	5
Service Disabled Veterans Preference	2	0	0
Cost Proposal	10	9.92	10
TOTAL SCORE:	**100**	**72.68**	**66.63**

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

DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Purchasing

FROM: David Clark, Director DC

DATE: December 5, 2025

SUBJECT: New Vendor Memo

The Contractor listed below has not provided this service to the Fulton County Public Works Department. We haven't had the opportunity to evaluate this vendor on their performance.

Project: Operation & Maintenance Services for Wastewater Facilities & Pump Stations in the North Fulton Service Area

Project #: RFP#25RFP06272025K-DB

Contractor: Inframark-Slater JV dba Fulton County Wastewater Partners
8470 Holcomb Bridge Road
Suite 200
Alpharetta, GA 30022

Contact Information: Doug Worsham, Project Manager

Contact Number: 470-281-1774

Contact Email: DougWordham@inframark.com

If you require additional information, please contact David Clark at: 404-612-2804.

cc: Adriana Bustillos, Deputy Director, Public Works
Roy Barnes, Depuy Director, Public Works
Gerald Pace, Deputy Director, Administration, Public Works
Andrenette Whitlow, Material Management Manager, Public Works
Brian Jones, Chief Assistant Purchasing Agent, Purchasing

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0984 **Meeting Date:** 12/17/2025

Department
Senior Services

Requested Action
Request approval to extend an existing contract - Senior Services, 23RFP137326A-CJC, Food Services Management in an amount not to exceed $202,874.77 with Piccadilly Holdings, LLC (Baton Rouge, LA) to continue to provide food service management and purchasing of perishable and nonperishable food items for the four senior multipurpose facilities and three training centers for an additional 60-day period. Effective dates: January 1, 2026, through March 31, 2026.

Requirement for Board Action
In accordance with Purchasing Code Section 102-364(e), the purchasing agent may extend a contract once for 90 days after the date of expiration for purposes of spreading the same on the minutes.

Strategic Priority Area related to this item
Health and Human Services

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: This request is to extend the existing contract for an additional 60 days in order to allow time to complete the procurement process, the execution of the contract and a transition period if a new provider is selected. The Fulton County Board of Commissioners approved, 23RFP137326A-CJC, Food Services Management in 2023. There are no renewal options remaining for this contract.

Scope of Work: This contract supports the four senior multipurpose facility kitchens and training

centers. The contractor is responsible for daily kitchen operations management at the four senior multipurpose facilities and three training centers through oversight of the following tasks: menu development, food procurement, food production and service, sanitation/safety, and quality control.

Community Impact: This additional extension will provide continued meal services to seniors and individuals with developmental disabilities participating in Fulton County facility-based programs.

Department Recommendation: The Department recommends approval

Project Implications: The current contract extension ends March 31, 2026. Due to the open solicitation and time required to complete the procurement process which includes evaluation of proposals, conducting oral interviews, making recommendation for approval, and contract execution, this extension request is necessary to avoid service disruption.

Community Issues/Concerns: No issues or concerns have been raised by the Community regarding the Piccadilly performance during the current contract period.

Department Issues/Concerns: The Department of Senior Services and Behavioral Health are concerned that meals will not be available to participants if the request is not approved.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0422	06/21/2023	$519,337.26
1st Renewal	23-0910	12/20/2023	$1,049,303.76
2nd Renewal	24-0740	11/06/2024	$1,038,226.81
Extension No. 1			**$202,874.77**
Total Revised Amount			$2,809,742.60

Contract & Compliance Information

Contract Value: **$202,874.77**

Prime Vendor: **Piccadilly Holdings, LLC**
Prime Status: **Non-Minority**
Location: **Baton Rouge, LA**
County: **East Baton Rouge Parrish**
Prime Value: **$202,874.77 or 100.00%**
Subcontractor: **None**

Total Contract Value: **$202,874.77 or 100.00%**
Total Certified Value: **$0.00 or 100.00**

Exhibits Attached

Exhibit 1: Contractor Performance

Agenda Item No.: 25-0984 **Meeting Date:** 12/17/2025

Exhibit 2: Extension Amendment

Contact Information

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$519,337.26
Previous Adjustments:	$2,087,530.57
This Request:	$202,874.77
TOTAL:	$2,809,742.60

Fiscal Impact / Funding Source

Funding Line 1:

100-183-183S-1154: General, Service Services, Food Services = $34,991.58

Funding Line 2:

100-183-183T-1154: General, Service Services, Food Services = $69,362.06

Funding Line 3:

100-183-183U-1154: General, Service Services, Food Services = $65,574.67

Funding Line 4:

100-183-183V-1154: General, Service Services, Food Services = $59,569.84

Funding Line 1:

100-183-183S-1154: General, Service Services, Food Services = $12,192.00

Funding Line 2:

100-183-183T-1154: General, Service Services, Food Services = $12,192.00

Funding Line 3:

100-183-183U-1154: General, Service Services, Food Services = $12,192.00

Agenda Item No.: 25-0984 **Meeting Date:** 12/17/2025

Funding Line 4:

100-183-183V-1154: General, Service Services, Food Services = $12,192.00

Funding Line 5:

100-755-8226-1154: General, Behavioral health & Developmental Disabilities, Food Services = $26,046.00

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 3/31/2026
Cost Adjustment: Click here to enter text.	**Renewal/Extension Terms**: Month Extension Starting 01/01/26

Overall Contractor Performance Rating: 82

Would you select/recommend this vendor again?
Yes

Report Period Start: Click here to enter a date.

Report Period End: Click here to enter a date.

Performance Evaluation Details

ID	E2
Project	Food Services Management
Project Number	23RFP137326A-CJC
Supplier	Piccadilly Holdings LLC
Supplier Project Contact	Keith L. Brown (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	05/01/2025 to 07/31/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Draft
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE **17/20**

Rating

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

Comments Piccadilly does a good job of purchasing our foods and associated kitchen items. Most times things are delivered on time from the subcontractor and when assistance is needed regarding food delivery, Piccadilly always finds a way to get us what we need.

TIMELINESS OF PERFORMANCE **14/20**

Rating

Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments Overall the contractor's performance level is good. There have been some challenges with providing training. However, we are working to resolve these issues in the future.

BUSINESS RELATIONS **17/20**

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments The contractor and the user departments (Senior Services and Behavioral Health) have a good working/business relationship with the contract. They are available when called upon and are willing to work with us to address any challenges we are experiencing.

CUSTOMER SATISFACTION **17/20**

Rating

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

Comments The contractor is responsive to our needs thus helping us to ensure limited impact to our nutrition services program.

COST CONTROL **17/20**

Rating

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

Comments Piccadilly has done a much better job of billing us in a timely manner. Over the last 6 months, the bills are now coming on time. In the past, billing was always late and at the end of the year, we would have multiple months bills from the previous year to pay in the new year. We are grateful for this improvement.

GENERAL COMMENTS

Comments Overall we are satisfied with this contractor and look forward to continuing on with the partnership.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0985 **Meeting Date:** 12/17/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution authorizing execution of an Amendment to an existing Memorandum of Understanding between Fulton County, Georgia and the City of South Fulton, Georgia for the receipt and transfer of Transportation Special Purpose Local Option Sales Tax ("TSPLOST") proceeds designated for the Fulton Industrial Boulevard at Cascade Road intersection improvement at a total cost of $900,000.00 located within the City of South Fulton; and for other purposes.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with O.C.G.A. § 36-10-1, all contracts entered into by the County Government 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.)*

Scope of Work:
At the December 19, 2018 Board of Commissioner meeting, the BOC approved a resolution and Memorandum of Understanding (BOC Agenda #18-0921) between Fulton County and the City of South Fulton to transfer funds collected under the TSPLOST I program, which was in place from April

1, 2017 through March 31, 2022. When the TSPLOST program was initiated, the area that is now part of the City of South Fulton was still a part of unincorporated Fulton County. Therefore, the TSPLOST program was initially set up for Fulton County to collect the funds for this area.

At that time, the Fulton Industrial District was still a part of unincorporated Fulton County, therefore the Fulton Industrial Boulevard at Cascade Road intersection project remained part of Fulton County and the funds ($900,000.00) associated with that project were not transferred to the City of South Fulton. As part of HB445, the 2021 Georgia General Assembly allowed the Fulton Industrial District area, south of I-20, to be annexed into the City of South Fulton. Therefore, the intersection project at Fulton Industrial Boulevard at Cascade Road became a City of South Fulton project and no longer under the control of Fulton County.

Over the past few years, the City of South Fulton has been working with GDOT on the design of the improvements that would be constructed at this intersection. The project is now planned for construction within the next year and the City of South Fulton has requested that Fulton County transfer the $900,000.00 collected in TSPLOST funds to them for use on this intersection project.

Community Impact:
No community impact is expected since the City of South Fulton is required to utilize these funds for the project identified in the TSPLOST program under the MOU and the TSPLOST statute, O.C.G.A. § 48-8-265.

Department Recommendation:
The Department of Public Works recommends approval of the resolution and execution of the amendment. The Department further supports the transfer of the funds to the City of South Fulton.

Project Implications:
This amendment of the MOU will allow the City of South Fulton to manage and pay for the TSPLOST project without Fulton County's oversight. This is the same arrangement that all other municipalities have with Fulton County in how they manage their TSPLOST programs.

Community Issues/Concerns:
No community issues or concerns have been expressed to Public Works.

Department Issues/Concerns:
Public Works has no concerns with the MOU.

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

2nd Renewal			$.00
Extension #1			$.00
Total Revised Amount			$.00

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.)*

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

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

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:

511-540-5400-T325: $900,000

SECOND MEMORANDUM OF UNDERSTANDING BETWEEN FULTON COUNTY, GEORGIA AND THE CITY OF SOUTH FULTON, GEORGIA TO PROVIDE FOR THE RECEIPT AND TRANSFER OF TSPLOST FUNDS DESIGNATED FOR THE CITY OF SOUTH FULTON

THIS SECOND MEMORANDUM OF UNDERSTANDING (hereinafter, "Second MOU") is being entered into, effective as of the _____ day of 2025 by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (referred to herein as the "County") and the **City of South Fulton**, **Georgia**, a municipal corporation of the State of Georgia (referred to herein as the "City"), (both parties collectively referred to herein as the "Parties") as follows:

WITNESSETH

WHEREAS, the County entered into an intergovernmental agreement on July 20, 2016 with certain qualified cities located outside the city limits of the City of Atlanta and located wholly or partially within the boundaries of Fulton County, Georgia, for the use and distribution of proceeds generated by a 2016 transportation special purpose local option sales tax ("TSPLOST") referendum (hereinafter, the "IGA"), which is attached hereto as Exhibit "1" and incorporated herein by reference; and

WHEREAS, the IGA provided for a percentage (16.60%) of TSPLOST funds collected between April 1, 2017 and March 31, 2022 to be designated for certain transportation projects within what was then an unincorporated area of the County; and

WHEREAS, the City was created by the 2016 Georgia General Assembly pursuant to House Bill 514 and expanded in 2021 through the annexation of much of unincorporated Fulton County pursuant to House Bill 445; and

WHEREAS, because the City had not yet been incorporated at the time the IGA was entered into, the City and County entered into a Memorandum of

Understanding effective as of February 12, 2019, attached hereto as Exhibit "2," to transfer to the City those portions of TSPLOST proceeds designated for transportation projects that were previously within an unincorporated part of the County but were now within the City limits (hereinafter, "City Projects"); and

WHEREAS, the Memorandum of Understanding terminated under its own terms on December 31, 2019 following the transfer of all of the TSPLOST proceeds from the County to the City for all the for City Projects that were at that time within the limits of the City; and

WHEREAS, following the expansion of the City through the annexation of much of unincorporated Fulton County in 2021, one additional City Project that had previously been in unincorporated Fulton County came to be located within the City limits; and

WHEREAS, the County has in its possession NINE HUNDRED THOUSAND AND ZERO DOLLARS ($900,000.00) that is earmarked to be transferred to the City that was obtained through TSPLOST collections and is to be applied toward the cost of the remaining project at Fulton Industrial Boulevard and Cascade Road (P.I. 0018185); and

WHEREAS, the County desires to transfer the $900,000.00 in TSPLOST collections to the City pursuant to this Second MOU and the City desires to receive such funds as set forth in this Second MOU.

NOW THEREFORE, for and in consideration of the mutual promises, and subject to the terms and conditions of the IGA, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and County do hereby agree as follows:

1. **Scope.** This Second MOU shall govern the County's transfer and the City's receipt of TSPLOST collections designated for the formerly unincorporated areas of Fulton County under the IGA, now included as a part of the City, including the City's receipt by the County of the 16.60% of net proceeds distributed by the Department of Revenue of the State of

Georgia to the County for a transportation project at Fulton Industrial Boulevard and Cascade Road (P.I. 0018185), now located within the City.

2. **Effective Date.** This Second MOU shall become effective upon its execution by the County and City.

3. **Termination.** Either party may terminate this Second MOU upon thirty (30) days written notice to the other party. Otherwise, this Second MOU will terminate once the funding for the projects has been transferred by the County and received by the City.

4. **Obligations Specific to the County:**

   a. The County shall employ its best efforts to transfer to the City, by wire or other electronic means, the TSPLOST collections designated for the formerly unincorporated areas of Fulton County which now make-up the City so that such tax proceeds may be used by the City solely on the remaining City Project identified above.

   b. Upon request by the City, the County shall promptly provide the City with all relevant documents concerning the TSPLOST IGA, including documents concerning the City Projects, to include intergovernmental correspondence and TSPLOST funds received by the County.

   c. The County shall transfer the earmarked funds totaling $900,000.00 to the City of South Fulton at the first opportunity after the approval of this Second MOU.

5. **Obligations specific to the City.**

   a. The City shall use all tax proceeds received by the City from the County solely for the City Projects as set forth in the IGA, O.C.G.A. § 48-8-260(4) and O.C.G.A §48-8-121.

   b. The City shall abide by all rules governing the use and receipt of tax proceeds under applicable TSPLOST law, including any auditing and reporting requirements.

   c. Upon request by the County, the City shall promptly provide the County with all relevant documents concerning the TSPLOST IGA, including documents concerning the City Projects, intergovernmental

correspondence and TSPLOST funds received by the County.

d. The City shall promptly assist the County, at the City's sole cost, with any audit requirement and non-technical report or consolidated schedule of projects as set forth in the IGA.

6. Miscellaneous.

a. This Second MOU shall not be changed or modified except by agreement in writing executed by the Parties.

b. This Second MOU shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.

c. It is agreed that the illegality or invalidity of any term or clause of this Second MOU shall not affect the validity of the remainder of the Second MOU, and the Second MOU shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

d. The Parties to this Second MOU shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations regarding TSPLOST fund use.

e. No consent or waiver, express or implied, by any party to this Second MOU to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

f. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Second MOU shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

To Fulton County:

Richard Dick Anderson, County Manager
141 Pryor Street
Atlanta, GA 30303

With copies to:	David Clark, Director Department of Public Works 141 Pryor Street, SW, Suite 6001 Atlanta, GA 30303
	County Attorney Office of the County Attorney 141 Pryor Street, SW, Suite 4038 Atlanta, GA 30303
To City of South Fulton:	Sharon Subadan, City Manager 4715 Frederick Drive South Fulton, GA 30336
With a copy to:	Sara Kelly, Interim City Attorney 5440 Fulton Industrial Boulevard South Fulton, GA 30336

g. Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons a notice stating the change.

h. This Second MOU 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, Fulton County and City of South Fulton, the Parties hereunto have set their hands and affixed their seals on the day and year first above written.

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

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

ATTEST:

By: _____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

By: _____
Y. Soo Joo
County Attorney

CITY OF FULTON COUNTY, a political subdivision of the State of Georgia:

By: _____
khalid kamau, Mayor
City of South Fulton

ATTEST:

By: _____
Corey Adams
City Clerk

APPROVED AS TO FORM:

By: _____
Sara D. E. Kelly,
Interim City Attorney

EXHIBIT 1

EXHIBIT 2

STATE OF GEORGIA
COUNTY OF FULTON

INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF PROCEEDS GENERATED BY THE 2016 TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX REFERENDUM

THIS INTERGOVERNMENTAL AGREEMENT ("IGA" or "Agreement") is made and entered into this 20th day of July, 2016 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "**Fulton County**" or "**County**"); the **CITY of ALPHARETTA**; the **CITY OF CHATTAHOOCHEE HILLS**; the **CITY OF COLLEGE PARK**, the **CITY OF EAST POINT**; the **CITY OF FAIRBURN**; the **CITY OF HAPEVILLE**; the **CITY OF JOHNS CREEK**; the **CITY OF MILTON**; the **CITY OF MOUNTAIN PARK**; the **CITY OF PALMETTO**; the **CITY OF ROSWELL**; the **CITY OF SANDY SPRINGS**; and the **CITY OF UNION CITY** (hereinafter collectively referred to as the "Cities").

WITNESSETH

WHEREAS, the parties to this Agreement consist of Fulton County and all qualifying municipalities (hereinafter referred to as Cities) located outside the city limits of the City of Atlanta, and located wholly or partially within Fulton County, Georgia; and

WHEREAS, the parties anticipate that Fulton County will approve and sign a Resolution authorizing the Fulton County Board of Registrations and Elections to call a Referendum on the issue of the imposition of a 0.75 percent Metropolitan County Transportation Special Purpose Local Option Sales Tax ("TSPLOST" or "Tax") to begin on April 1, 2017 and to conclude on March 31, 2022; and

WHEREAS, the law authorizing a Referendum on the issue of the imposition of the TSPLOST was amended during the 2016 Legislative Session of the Georgia General Assembly; and

WHEREAS, the parties desire to execute an Intergovernmental Agreement to control the distribution and use of TSPLOST proceeds received solely by Fulton County and one or more Cities located within Fulton County containing a combined total of not less than sixty percent of the aggregate population located within the County outside the City of Atlanta; and

WHEREAS, for the purpose of the distribution of proceeds for the April 1, 2017 through March 31, 2022 TSPLOST, the Special District shall be known as the boundaries of Fulton County outside the city limits of the City of Atlanta; and

WHEREAS, the thirteen Cities located wholly or partially within Fulton County and outside the city limits of the City of Atlanta have certified they are qualified

municipalities and are eligible to receive distributions of the 0.75 percent TSPLOST Proceeds; and

WHEREAS, the parties hereto are interested in serving the needs of the residents of Fulton County by planning and performing transportation projects within the County and Cities which are parties to this Agreement; and

WHEREAS, the parties intend that the transportation projects which are the subject of this Agreement shall benefit residents of Fulton County and its Cities; and

WHEREAS, the County and the Cities located within Fulton County are committed to continue to work together to improve the County's transportation infrastructure; and

WHEREAS, the County and all its Cities have identified transportation needs that are important to the current and future well-being of their residents and have determined that proceeds from the TSPLOST should be used to address a portion of these needs.

NOW, THEREFORE, in consideration of the mutual promises and understandings herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

1.

This Intergovernmental Agreement is conditioned upon a Referendum to be approved by a majority of the voters of Fulton County to impose a TSPLOST of 0.75 percent which shall commence on April 1, 2017 and continue to, through and including March 31, 2022.

2.

Pursuant to O.C.G.A. § 48-8-269.94, one percent (1.0%) of the amount of TSPLOST proceeds collected beginning April 1, 2017 shall be paid into the General Fund of the State of Georgia ("State") treasury in order to defray the costs of administration of the Georgia Department of Revenue. One-half of one percent (0.5%) of the tax proceeds (County oversight) shall be allocated to the County by the State to provide for any costs associated with the administration of the TSPLOST Program. Such cost shall include the support, maintenance and operation of the Fulton Transportation Investment Citizen's Oversight Council, the annual audit and the overall program administration, at a minimum. Any County oversight funds that remain from these proceeds after the final audit at the end of the tax shall be redistributed based on the percentages provided under this section. The remaining ninety-eight and one-half percent (98.5%) of the amount collected from the TSPLOST Tax proceeds (hereinafter known as the "net proceeds") beginning April 1, 2017 and ending March 31, 2022, shall be distributed by the State of Georgia to the County and all qualified Cities outside of the city limits of the City of Atlanta, and shall be allocated to each jurisdiction based on

the percentages shown in the table below in Paragraph 3.

3.

DISTRIBUTION PERCENTAGES

City of Alpharetta	11.02%
City of Chattahoochee Hills	0.47%
City of College Park	2.29%
City of East Point	6.13%
City of Fairburn	2.42%
City of Hapeville	1.15%
City of Johns Creek	14.41%
City of Milton	6.49%
City of Mountain Park	0.10%
City of Palmetto	0.76%
City of Roswell	16.34%
City of Sandy Springs	18.22%
City of Union City	3.60%
Fulton County	16.60%
Total	**100.00%**

(A) To facilitate the distribution of net proceeds, the parties agree that the sum of Six Hundred Fifty-five Million and 00/100 Dollars ($655,000,000.00) shall represent an estimate of the maximum net proceeds to be derived from the subject TSPLOST during its five year term.

(B) The parties agree that the aggregate total distribution received by the Cities shall amount to eighty-three and forty one-hundredths percent (83.40%) of the net proceeds distributed by the State, with the remaining sixteen and sixty one hundredths percent (16.60%) of the net proceeds distributed by the State to be received by the County.

(C) The percentage of total net proceeds calculated for each City based on the above distribution shall be adjusted proportionally, if necessary, to ensure that the Cities on an aggregate basis receive the full eighty-three and forty one-hundredths percent (83.40%) of net proceeds distributed by the State, as agreed to by the parties.

(D) The parties agree that no project will be given preference in the funding and distribution process in such a way that the monthly distribution formula is affected.

(F) Should any jurisdiction choose not to be a party to this agreement, said jurisdiction's allocation of the net proceeds shall be 0%. If a City chooses not to be party to this agreement, the DISTRIBUTION PERCENTAGES provided under Paragraph #3 shall be adjusted to reflect new percentages based on that city's population being removed from the calculation.

4.

In recognition of the need for transportation improvements across the County and its Cities, the parties agree that the total net proceeds shall be utilized for transportation purposes, as defined in O.C.G.A. § 48-8-260(5) and § 48-8-121.

5.

The projects and purposes ("Transportation Projects and Purposes") to be funded from the net proceeds of the TSPLOST pursuant to this Agreement, the estimated dollar amounts allocated for each transportation purpose, and the schedule for distribution of funds are contained in Exhibit "A" which is attached hereto, incorporated herein by this reference, and made a part of this Agreement. The parties acknowledge and agree that 30% of the estimate revenues are being expended on projects that are consistent with the Statewide Strategic Transportation Plan as defined in O.C.G.A. § 32-2-22. The priority and order in which the TSPLOST proceeds will be fully or partially funded is shown in Exhibit A.

6.

Except as otherwise provided herein, the TSPLOST which is the subject of the November 8, 2016 Referendum shall continue for a period of five years from April 1, 2017 until March 31, 2022, unless otherwise terminated earlier pursuant to O.C.G.A. § 48-8-269.91(b).

7.

All Transportation Projects included in this Agreement shall be funded in whole or in part from net proceeds from the TSPLOST authorized by law except as otherwise agreed in writing by the parties.

8.

The net proceeds from the TSPLOST shall be maintained in the parties' separate accounts and utilized exclusively for the purposes specified in this Agreement. The parties acknowledge that TSPLOST proceeds are not guaranteed. Proceeds received under the amount estimated in the Referendum question shall be allocated in accordance with the percentages set forth in this Agreement and shall be used on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

9.

Any net proceeds over and above the amount estimated in Section 3(A) of this agreement during the quarter during which this amount is reached shall be allocated in accordance with the percentages set forth in this Agreement and shall be used solely for the transportation purposes listed herein. Each party shall expend its portion of the excess net proceeds from the 2017 TSPLOST Program on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

10.

At the end of each party's fiscal year wherein net proceeds from the TSPLOST are distributed, each party shall cause an audit of the distribution and use of its portion of the net proceeds from the TSPLOST to be completed. Each party to this Agreement shall pay the cost of each such annual audit that it conducts. Each party shall publish each of its annual audits as required by law.

11.

In addition to the audit required by paragraph 10 of this Agreement, at the end of each calendar year wherein net proceeds from the Transportation Special Purpose Local Option Sales Tax are distributed, the Cities and the County shall participate in a joint annual audit of the entire TSPLOST program approved by the voters during the November 8, 2016 Referendum. The purpose of this joint annual audit is to ensure compliance with the Resolution that resulted in the call of the Transportation Special Purpose Local Option Sales Tax Referendum. Fulton County shall choose the auditor to conduct the annual audit. The cost of such joint annual audit shall be paid from proceeds collected by the County as described under paragraph 2 of this document.

12.

Pursuant to O.C.G.A. § 48-8-269.993, not later than December 31 of each year, the County on behalf of itself and the qualified municipalities receiving proceeds from the tax, shall publish annually, in a newspaper of general circulation in the boundaries of each City and the County and in a prominent location on each City's and the County's website, a simple nontechnical report, or consolidated schedule of projects, which shows the following for each Transportation Project or purpose outlined in this Agreement:

A. Original estimated cost;
B. Current estimated cost if it is not the original estimated cost;
C. Amounts expended in prior years;
D. Amounts expended in the current year;
E. Any excess proceeds which have not been expended for a project or purpose;
F. Estimated completion date, and the actual completion cost of a project completed during the current year; and
G. A statement of what corrective action the City or County intends to implement with respect to each project which is underfunded or behind schedule.

In addition to the above, the County shall include in such publication an accounting of expenditures of the County oversight funds. The use of these funds by the County will made with input from the cities.

13.

Fulton County and the Cities will create a Fulton Transportation Investment Citizen's Oversight Council ("Oversight Council") within ninety (90) days of the November 8, 2016 referendum. The Oversight Council will oversee the progress and implementation of the program and shall furnish annual reports to the Board of Commissioners and each Mayor and City Council of the Cities within the County outside the City of Atlanta. The report shall also be published periodically. The Oversight Council shall consist of 14 total members with one appointee for each City and one member appointed by the Fulton County Board of Commissioners. The Annual Report shall include a complete list of projects and the progress of the projects. The Oversight Council shall meet at least twice per year. Any administrative costs associated with the Oversight Council shall be paid from the one-half of one percent as described in paragraph #2 above. Fulton County shall provide staff support to the Oversight Council.

14.

This Agreement constitutes all of the understanding and agreements of whatsoever nature or kind existing between the Parties with respect to distribution and use of the proceeds from the TSPLOST.

15.

This Agreement shall not be changed or modified except by agreement in writing executed by all Parties hereto.

16.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.

17.

It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

18.

Each party to this Agreement shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

19.

No consent or waiver, express or implied, by any party to this Agreement to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

20.

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

a. If to the City of Alpharetta:
Mayor David Belle Isle
City of Alpharetta
2 Park Place
Alpharetta, GA 30009

b. If to the City of Chattahoochee Hills:
Mayor Tom Reed
City of Chattahoochee Hills
6505 Rico Rd
Chattahoochee Hills, GA 30268

c. If to the City of College Park:
Mayor Jack P. Longino
City of College Park
3667 Main St.
College Park, GA 30337

d. If to the City of East Point:
Mayor Jannquell Peters
City of East Point
2777 East Point St.
East Point, GA 30344

e. If to the City of Fairburn:
Mayor Mario Avery
City of Fairburn
56 Malone St.
Fairburn, GA 30213

f. If to the City of Hapeville:
Mayor Alan Hallman
City of Hapeville
3468 N. Fulton Ave.
Hapeville, GA 30354

g. If to the City of Johns Creek:
Mayor Mike Bodker
City of Johns Creek
12000 Findley Road, Suite 400
Johns Creek, GA 30097

h. If to the City of Milton:
Mayor Joe Lockwood
City of Milton
13000 Deerfield Parkway, Suite 107
Milton, GA 30004

i. If to the City of Mountain Park:
Mayor Jim Still
City of Mountain Park
118 Lakeshore Dr.
Roswell, GA 30075

j. If to the City of Palmetto:
Mayor J. Clark Boddie
City of Palmetto
P.O Box 190
509 Toombs St.
Palmetto, GA 30268

k. If to the City of Roswell:
Mayor Jere Wood
City of Roswell
38 Hill Street, Suite 115
Roswell, GA 30075

l. If to the City of Sandy Springs:
Mayor Rusty Paul
City of Sandy Springs
7840 Roswell Rd.
Sandy Springs, GA 30350

m. If to the City of Union City:
Mayor Vince Williams
City of Union City
5047 Union St.
Union City, GA 30329

n. If to Fulton County:
Chairman, John H. Eaves
Fulton County
141 Pryor St., 10th Floor
Atlanta, GA 30303

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons a notice stating the change.

21.

This Agreement shall become effective on July 20, 2016. If the November 8, 2016 Referendum concerning the imposition of the TSPLOST is not approved by a majority of the voters of Fulton County, this Agreement shall expire and shall be of no force and effect after November 8, 2016.

22.

Notwithstanding the parameters of paragraph 21, this Agreement shall continue in full force and effect until July 1st of the year following completion of the last project funded from the net proceeds from the 2017 TSPLOST Program.

23.

This Agreement shall 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 parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by Fulton County on the date indicated herein.

APPROVED AS TO FORM

County Attorney

FULTON COUNTY, GEORGIA:

By: _____
John H. Eaves, Chairman
Board of Commissioners

ATTEST:

Clerk

ITEM #16-0533 RCS 6/15/2016
RECESS MEETING

(ADDITIONAL SIGNATURE PAGES FOLLOW)

(Executed in Counterparts for each City)

APPROVED AS TO FORM

City Attorney

CITY OF ALPHARETTA, GEORGIA:

By: _____
Mayor David Belle Isle

ATTEST:

City Clerk

VER 07.08.16

APPROVED AS TO FORM

City Attorney

CITY OF CHATTAHOOCHEE HILLS, GEORGIA:

By: _____
Mayor Tom Reed

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney

CITY OF COLLEGE PARK, GEORGIA:

By: Jack P. Longino

Mayor Jack P. Longino

ATTEST:

Melissa Brooks

City Clerk

VER 07.16.16

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

CITY OF EAST POINT, GEORGIA:

By: _____
Mayor Jannquell Peters

APPROVED AS TO FORM

City Attorney

CITY OF FAIRBURN, GEORGIA:

By: _____
Mayor Mario Avery

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

CITY OF HAPEVILLE, GEORGIA:

By: _____
Mayor Alan Hallman

APPROVED AS TO FORM

City Attorney

CITY OF JOHNS CREEK, GEORGIA:

By: _____
Mayor Mike Bodker

ATTEST:

City Clerk

VER 07.06.16

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

CITY OF MILTON, GEORGIA:

By:
Mayor Joe Lockwood

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

CITY OF MOUNTAIN PARK, GEORGIA:

By: _____
Mayor Jim Still

VER 07.05.16

APPROVED AS TO FORM

City Attorney

CITY OF PALMETTO, GEORGIA:

By:
Mayor J. Clark Boddie

ATTEST:

City Clerk

V1R07 02 16

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

CITY OF ROSWELL, GEORGIA:

By:
Mayor Jere Wood

APPROVED AS TO FORM

Wendell Willard, City Attorney

CITY OF SANDY SPRINGS, GEORGIA:

By: _____
Mayor Rusty Paul

ATTEST:

City Clerk

VER 07 06 16

APPROVED AS TO FORM

City Attorney

CITY OF UNION CITY, GEORGIA:

By:
Mayor Vince Williams

ATTEST:

City Clerk

EXHIBIT A

Following are the lists of Projects and Purposes ("Transportation Projects and Purposes") for each Jurisdiction proposed to be funded from the net proceeds of the Transportation Special Purpose Local Option Sales Tax (TSPLOST) pursuant to this Agreement, the estimated dollar amounts allocated for each transportation purpose, the schedule for distribution of funds, and the priority and order in which the TSPLOST net proceeds will be allocated:

NOTE: The net proceeds are estimated based upon the most recent projections of revenue that can reasonably be expected to be collected over the next five years in Fulton County outside of the City of Atlanta. They are not guaranteed. The following chart shows the estimates for each Jurisdiction (based on the most recent population projections) at three levels of priority (Tiers) – Tier 1 at 85% of forecast; Tier 2 at 100% of forecast; and Tier 3 at 115.06% of forecast (rounded to a grand total of $655 Million).

FULTON T-SPLOST FORECASTS (BASED ON 2015 CENSUS)

Jurisdiction	2015 Total Population (Outside Atlanta)	2015 % of County Population (Outside Atlanta)	Tier 1 Revenues (85% of Forecast	Tier 1 & 2 Revenues (100% of Forecast)	Tier 1, 2 & 3 Revenue (115% of Forecast)
ALPHARETTA	63,693	11.02%	$53,303,663	$62,710,191	$72,153,836
CHATTAHOOCHEE HILLS	2,690	0.47%	$2,251,218	$2,648,492	$3,047,334
COLLEGE PARK	13,264	2.29%	$11,100,431	$13,059,331	$15,025,960
EAST POINT	35,467	6.13%	$29,681,770	$34,919,730	$40,178,357
FAIRBURN	13,967	2.42%	$11,688,761	$13,751,484	$15,822,345
HAPEVILLE	6,650	1.15%	$5,565,280	$6,547,388	$7,533,371
JOHNS CREEK	83,335	14.41%	$69,741,741	$82,049,108	$94,405,035
MILTON	37,547	6.49%	$31,422,490	$36,967,635	$42,534,660
MOUNTAIN PARK	556	0.10%	$465,308	$547,421	$629,858
PALMETTO	4,421	0.76%	$3,699,865	$4,352,782	$5,008,276
ROSWELL	94,501	16.34%	$79,086,390	$93,042,812	$107,054,302
SANDY SPRINGS	105,330	18.22%	$88,149,009	$103,704,716	$119,321,802
UNION CITY	20,805	3.60%	$17,411,375	$20,483,971	$23,568,690
FULTON (UNINCORPORATED)	95,968	16.60%	$80,314,099	$94,487,175	$108,716,175
Totals	578,194	100.00%	$483,881,400	$569,272,235	$655,000,000

City of Alpharetta

Purpose/Projects	TSPLOST Purpose Cost
ALPHARETTA TIER 1 PURPOSES/PROJECTS	
Congestion Relief	$32,647,634
Haynes Bridge Road Capacity Improvements	
Old Milton Parkway Capacity Improvements	
McGinnis Ferry Road Capacity Improvements	
Windward Parkway Business District/Union Hill Road Capacity Improvements	
Operations and Safety	$20,656,029
Academy St/Webb Bridge Road Operational and Pedestrian/Bicycle Improvements	
Morris Road Operational Improvements	
Bethany Road at Mayfield Road Intersection	
Bethany Road at Mid Broadwell Road Intersection	
TIER 1 TOTAL PURPOSE COSTS	**$53,303,663**
ALPARETTA TIER 2 PURPOSES/PROJECTS	
Operations and Safety	$4,906,529
Kimball Bridge Road Operations and Ped/Bike Improvements	
Maintenance and Safety	$1,500,000
Adaptive Traffic Signals/ITS	
Milling/Resurfacing	
Pedestrian / Bike Improvements	$1,000,000
Sidewalks	
Debt Retirement	$1,000,000
Debt Service	
Quick Response Projects	$1,000,000
TIER 2 TOTAL PURPOSE COSTS	**$9,406,529**
ALPHARETTA TIER 3 PURPOSES/PROJECTS	
Bridges	$7,293,644
Academy St/Webb Bridge Road GA 400 Bridge Improvements	
Kimball Bridge Road / GA 400 Bridge Improvements	
Pedestrian / Bike Improvements	$500,000
Commuter Bike Corridor	
Congestion Relief	$1,650,000
GA 400 Bottlenecks	
TIER 3 TOTAL PURPOSE COSTS	**$9,443,644**
TOTAL ALPHARETTA COSTS - ALL PURPOSES FOR TIERS 1-3	**$72,153,836**

City of Chattahoochee Hills

Purpose/Projects	TSPLOST Purpose Cost
CHATTAHOOCHEE HILLS TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$2,082,377
Resurfacing	
Quick Response Projects	$56,280
Project Management	$112,561
TIER 1 TOTAL PURPOSE COSTS	**$2,251,218**
CHATTAHOOCHEE HILLS TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$369,464
Resurfacing	
Quick Response Projects	$7,945
Project Management	$19,865
TIER 2 TOTAL PURPOSE COSTS	**$397,274**
CHATTAHOOCHEE HILLS TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$369,464
Resurfacing	
Quick Response Projects	$9,514
Project Management	$19,864
TIER 3 TOTAL PURPOSE COSTS	**$398,842**
TOTAL CHATTAHOOCHEE HILLS COSTS - ALL PURPOSES FOR TIERS 1-3	**$3,047,334**

City of College Park

Purpose/Projects	TSPLOST Purpose Cost
COLLEGE PARK TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$716,447
Resurfacing	
Bridges	$900,900
Herschel Road @ Camp Creek, South Fork	
Camp Creek Parkway Frontage Road @ Camp Creek, South Fork	
Operations and Safety	$3,801,280
Old National Highway planning study (I-285 to Surrey Trail)	
Old National Highway signal timing maintenance	
Main Street at Virginia Avenue	
Main Street at Harvard Avenue	
Virginia Avenue at College Street	
Virginia Avenue at Adams Street	
Virginia Avenue at Madison Street	
Conley Street at Columbia Avenue	
Old National Highway at Godby Road	
Rhodes Street Ext. from Camp Creek Parkway to Yale Avenue	
Pedestrian / Bike Improvements	$3,407,872
Old National Highway @ I-285 (intersection only)	
Virginia Avenue bike lanes (Main Street to Harrison Road)	
Lake Shore Drive/Janice Drive (Herschel to Sun Valley)	
Camp Truitt (Herschel Road to Airport Drive)	
College Street (Harvard Avenue to Oxford Avenue)	
Virginia Avenue (Lee Street to Atlanta Street)	
Landscape/Streetscape	$1,005,000
Buffington Road at South Fulton Parkway (partial funding)	
Old National Highway at I-285 (partial funding)	
Quick Response Projects	$819,231
Program Management	$449,701
TIER 1 TOTAL PURPOSE COSTS	$11,100,431

COLLEGE PARK TIER 2 PURPOSES/PROJECTS

Pedestrian/Bicycle	$425,248
South Fulton Parkway (Buffington Road to Welcome All Road)	
Landscape/ Streetscape	$502,500
Camp Creek Parkway at I-85 (partial funding)	
Operations and Safety	$528,000
College Street at Harvard Avenue	
Washington Road (Camp Creek Parkway to Delowe Drive)	
Quick Response Projects	$423,793
Program Management	$79,359
TIER 2 TOTAL PURPOSE COSTS	**$1,958,900**

COLLEGE PARK TIER 3 PURPOSES/PROJECTS

Quick Response Projects	$1,887,271
Program Management	$79,358
TIER 3 TOTAL PURPOSE COSTS	**$1,966,629**

TOTAL COLLEGE PARK COSTS - ALL PURPOSES FOR TIERS 1-3	**$15,025,960**

City of East Point

Purpose/Projects	TSPLOST Purpose Cost
EAST POINT TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements Resurfacing	$18,540,200
Pedestrian / Bike Improvements Ben Hill Road (Dodson Drive to Dobbs Way) Washington Road (I-285 to Delowe Drive) Headland Drive (City of Atlanta to Kimmeridge Drive) Delowe Drive (Washington Rd to SR 166) Master Trail System	$7,915,262
Operations and Safety Washington Road at Camp Creek Parkway Intersection Improvements Ale Circle at Washington Road Intersection Improvements Ben Hill Road (Will Lee Road to Unincorporated Fulton County) Traffic Calming and Lane Widening)	$1,462,500
Project Management	$890,453
Quick Response Projects	$873,355
TIER 1 TOTAL PURPOSE COSTS	$29,681,770
EAST POINT TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements Resurfacing	$4,408,500
Pedestrian / Bike Improvements Dobbs Way (Washington Road to Ben Hill Road) Redwine Road (City of Atlanta to North Commerce Drive)	$428,000
Operations and Safety Ben Hill Road (Will Lee Road to Unincorporated Fulton County) Traffic Calming and Lane Widening	$237,500
Project Management	$163,960
TIER 2 TOTAL PURPOSE COSTS	$5,237,960

EAST POINT TIER 3 PURPOSES/PROJECTS

Maintenance and Safety Enhancements	$3,375,976
Resurfacing	
Operations and Safety	$1,700,000
Janice Drive at Washington Road Intersection Improvements	
North Commerce Drive at Redwine Road Intersection Improvements	
North Desert Drive Extension at Ale Circle - Intersection Improvements	
Project Management	$182,651
TIER 3 TOTAL PURPOSE COSTS	**$5,258,627**
TOTAL EAST POINT COSTS - ALL PURPOSES FOR TIERS 1-3	**$40,178,357**

City of Fairburn

Purpose/Projects	TSPLOST Purpose Cost
FAIRBURN TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$7,737,167
Resurfacing (Phase 1)	
Pedestrian/Bike Improvements	$136,891
Pedestrian/Bike Improvements (Phase 1)	
Roadway Projects	$3,295,836
Howell Avenue Extension	
Rivertown Connector	
Park Road Extension	
Oakley Industrial Boulevard Full-Depth Reclamation	
Quick Response Projects	$233,775
Project Management/Construction Management	$285,092
TIER 1 TOTAL PURPOSE COSTS	**$11,688,762**
FAIRBURN TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$552,987
Road Resurfacing (Phase 2)	
Operations and Safety	$750,000
Quiet Zone Railroad Crossings	
Pedestrian/Bike Improvements	$353,171
Pedestrian/Bike Improvements (Phase 2)	
Roadway Projects	$315,000
Oakley Industrial Boulevard Extension (Design Only)	
Quick Response Projects	$41,254
Project Management/Construction Management	$50,310
TIER 2 TOTAL PURPOSE COSTS	**$2,062,722**
FAIRBURN TIER 3 PURPOSES/PROJECTS	
Congestion Relief	$450,000
Operation and Safety Improvements	$541,902
Pedestrian/Bike Improvements	$184,316
Pedestrian/Bike Improvements (Phase 3)	
Roadway Projects	$802,717
Dodd Street Roundabout	
Quick Response Projects	$41,417
Project Management	$50,509
TIER 3 TOTAL PURPOSE COSTS	**$2,070,861**
TOTAL FAIRBURN COSTS - ALL PURPOSES FOR TIERS 1-3	**$15,822,344**

City of Hapeville

Purpose/Projects	TSPLOST Purpose Cost
HAPEVILLE TIER 1 PURPOSES/PROJECTS	
Operations & Safety Improvements	$1,600,000
Silent/Quiet Zone Railroad Crossings-	
South Street Crossing	
Perkins Street Crossing	
Dogwood Drive Crossing	
Virginia Avenue Crossing	
Sylvan Road Crossing	
Pedestrian Improvements	$1,900,000
Sidewalks, Curb/Gutter, Bike Lanes	
City Wide	
Maintenance & Safety	$1,400,000
Paving & Drainage	
City Wide	
Engineering/ Management/Administration	$665,280
TIER 1 TOTAL PURPOSE COSTS	**$5,565,280**
HAPEVILLE TIER 2 PURPOSES/PROJECTS	
Maintenance & Safety	$600,000
Paving & Drainage	
Resurfacing	
Operations and Safety Improvements (Traffic & Street Signage)	$382,108
Citywide	
TIER 2 TOTAL PURPOSE COSTS	**$982,108**
HAPEVILLE TIER 3 PURPOSES/PROJECTS	
Pedestrian Improvements	$500,000
Sidewalks, Curb/Gutter, Bike Lanes city wide	
Maintenance & Safety	$485,983
Paving and Drainage	
TIER 3 TOTAL PURPOSE COSTS	**$985,983**
TOTAL HAPEVILLE COSTS - ALL PURPOSES FOR TIERS 1-3	**$7,533,371**

City of Johns Creek

Purpose/Projects	TSPLOST Purpose Cost
JOHNS CREEK TIER 1 PURPOSES/PROJECTS	
Congestion Relief	$50,286,471
Medlock Bridge Capacity Project from Chattahoochee River to McGinnis Ferry	
State Bridge Road Widening from Medlock Bridge to Chattahoochee River	
Jones Bridge Widening from Douglas Road to McGinnis Ferry	
Jones Bridge Widening from Waters Road to Buice Road and from Buice Road to State Bridge Road	
McGinnis Ferry Road Widening from Union Hill Road to Sargent Road	
Haynes Bridge Road Widening from Old Alabama Road to Mansell Road	
New Location Road in Tech Park	
Operations and Safety	$19,455,270
Medlock Bridge at State Bridge Improvements	
Bell and Boles Road Operational and Safety Improvements from Medlock Bridge to McGinnis Ferry and from Abbotts Bridge to Bell	
Barnwell Road at Holcomb Bridge Road Improvements	
TIER 1 TOTAL PURPOSE COSTS	**$69,741,741**
JOHNS CREEK TIER 2 PURPOSES/PROJECTS	
Congestion Relief	$10,085,115
Old Alabama Road Widening from Nesbit Ferry to Old Alabama Connector	
State Bridge Road Widening from Kimball Bridge to Medlock Bridge	
Bridges	$2,222,252
Bridge Improvements	
TIER 2 TOTAL PURPOSE COSTS	**$12,307,367**

JOHNS CREEK TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety	$1,713,388
Resurfacing Program	
Medlock Bridge Transit Related Enhancements	
Bridges	$362,214
Bridge Replacements	
Congestion Relief	$3,426,775
Nesbit Ferry Corridor Improvements	
Findley Road Extension to Lakefield Drive	
Old Alabama Widening from Jones Bridge Road to Bulce Road	
Operations and Safety	$2,284,517
Barnwell Road Corridor Improvements	
Connected Vehicle Infrastructure	
Pedestrian and Bike	$4,569,034
Sidewalk and Trail Enhancements	
Multimodal Transportation Alternatives	
TIER 3 TOTAL PURPOSE COSTS	**$12,355,927**
TOTAL JOHNS CREEK COSTS - ALL PURPOSES FOR TIERS 1-3	**$94,405,035**

City of Milton

Purpose/Projects	TSPLOST Purpose Cost
MILTON TIER 1 PURPOSES/PROJECTS	
Congestion Relief	$9,540,000
Morris Road Widening	
Windward Parkway	
NE Crabapple Connector	
Operations and Safety	$16,900,000
Hopewell Road at Bethany Bend/Way Intersection Improvements	
Freemanville Road at Birmingham Rd Intersection Improvements	
Charlotte Road at Mayfield Road Intersection Improvements	
Hopewell Road at Thompson Road/South Thompson Road Intersection Improvements	
Hopewell Road at Hamby Road Intersection Improvements	
SR 140/Arnold Mill Rd at Green Road Intersection Improvements	
Bridges	$1,610,000
Birmingham Road Middle Bridge	
Pedestrian / Bike Improvements	$3,372,490
Pedestrian Improvements	
TIER 1 TOTAL PURPOSE COSTS	**$31,422,490**
MILTON TIER 2 PURPOSES/PROJECTS	
Operations and Safety	$3,445,145
Bethany Road at Providence Road Intersection Improvements	
Freemanville Road at Redd Road Intersection Improvements	
Pedestrian / Bike Improvements	$2,100,000
Pedestrian Improvements	
TIER 2 TOTAL PURPOSE COSTS	**$5,545,145**
MILTON TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety	$3,000,000
Road Paving and Reconstruction	
Quick Response	$775,160
Bridges	$791,865
Bridge Repair and Replacement	
Pedestrian / Bike Improvements	$1,000,000
Pedestrian Improvements	
TIER 3 TOTAL PURPOSE COSTS	**$5,567,025**
TOTAL MILTON COSTS - ALL PURPOSES FOR TIERS 1-3	**$42,534,660**

City of Mountain Park

Purpose/Projects	TSPLOST Purpose Cost
MOUNTAIN PARK TIER 1 PURPOSES/PROJECTS	
Congestion Relief	$280,000
Roadway Stormwater Improvements	
Quick Response	$185,308
TIER 1 TOTAL PURPOSE COSTS	**$465,308**
MOUNTAIN PARK TIER 2 PURPOSES/PROJECTS	
Quick Response	$82,113
TIER 2 TOTAL PURPOSE COSTS	**$82,113**
MOUNTAIN PARK TIER 3 PURPOSES/PROJECTS	
Quick Response	$82,437
TIER 3 TOTAL PURPOSE COSTS	**$82,437**
TOTAL MOUNTAIN PARK COSTS - ALL PURPOSES FOR TIERS 1-3	**$629,858**

City of Palmetto

Purpose/Projects	TSPLOST Purpose Cost
PALMETTO TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$2,770,344
Resurfacing	
Operations and Safety	$102,671
Phipps Road/Fayetteville Road	
Pedestrian / Bike Improvements	$401,850
Church Street	
Phipps Road	
Quick Response Projects	$425,000
TIER 1 TOTAL PURPOSE COSTS	$3,699,865
PALMETTO TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$488,884
Resurfacing	
Operations and Safety	$18,118
Pedestrian / Bike Improvements	$70,915
Quick Response Projects	$75,000
TIER 2 TOTAL PURPOSE COSTS	$652,917
PALMETTO TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$488,884
Resurfacing	
Operations and Safety	$18,118
Pedestrian / Bike Improvements	$70,915
Quick Response Projects	$77,577
TIER 3 TOTAL PURPOSE COSTS	$655,494
TOTAL PALMETTO COSTS - ALL PURPOSES FOR TIERS 1-3	$5,008,276

City of Roswell

Purpose/Projects	TSPLOST Purpose Cost
ROSWELL TIER 1 PURPOSES/PROJECTS	
Congestion Relief	$69,000,000
Big Creek Parkway Phase 1 and 2	
Holcomb Bridge Interchange	
Historic Gateway Enhancements	
Rucker Road Reconstruction	
Operations and Safety	$7,000,000
Oxbo/SR 9 Intersection	
Bridges	$3,086,390
Old Holcomb Bridge Road Bridge Replacement	
TIER 1 TOTAL PURPOSE COSTS	**$79,086,390**
ROSWELL TIER 2 PURPOSES/PROJECTS	
Pedestrian / Bike Improvements	$7,000,000
Sidewalk Repair and Complete Streets Program	
Maintenance and Safety	$6,956,422
Safety Improvements and Maintenance	
TIER 2 TOTAL PURPOSE COSTS	**$13,956,422**
ROSWELL TIER 3 PURPOSES/PROJECTS	
Quick Response	$6,000,000
Congestion Relief	$8,011,490
Northbound Early Off Ramp	
TIER 3 TOTAL PURPOSE COSTS	**$14,011,490**
TOTAL ROSWELL COSTS - ALL PURPOSES FOR TIERS 1-3	**$107,054,302**

City of Sandy Springs

Purpose/Projects	TSPLOST Purpose Cost
SANDY SPRINGS TIER 1 PURPOSES/PROJECTS	
Operations and Safety Improvements	$18,000,000
Traffic Efficiency Improvements	
Pedestrian and Bike Improvements	$28,500,000
Perimeter Transit Last Mile Connectivity	
Sidewalk Program	
Mt. Vernon Highway Multiuse Path	
Congestion Relief	$41,649,009
Johnson Ferry Road/Mt. Vernon Highway Efficiency Improvements	
Hammond Drive, Phase 1 Efficiency Improvements	
TIER 1 TOTAL PURPOSE COSTS	**$88,149,009**
SANDY SPRINGS TIER 2 PURPOSES/PROJECTS	
Pedestrian and Bike Improvements	$12,500,000
Perimeter Transit Last Mile Connectivity	
Sidewalk Program	
Mt. Vernon Highway Multiuse Path	
SR 400 Trail System	
Roberts Drive Multiuse Path	
Congestion Relief	$350,991
Johnson Ferry Road/Mt. Vernon Highway Efficiency Improvements	
Maintenance and Safety Enhancements	$2,704,716
Roadway Maintenance and Paving	
TIER 2 TOTAL PURPOSE COSTS	**$15,555,707**
SANDY SPRINGS TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$15,617,086
Roadway Maintenance and Paving	
TIER 3 TOTAL PURPOSE COSTS	**$15,617,086**
TOTAL SANDY SPRINGS COSTS - ALL PURPOSES FOR TIERS 1-3	**$119,321,802**

City of Union City

Purpose/Projects	TSPLOST Purpose Cost
UNION CITY TIER 1 PURPOSES/PROJECTS	
Congestion Relief	$5,000,000
I-85/SR 138 Interchange	
Maintenance and Safety Enhancements	$9,511,323
Resurfacing	
Operations and Safety	$1,846,435
Flat Shoals Road (Westbrook St to Oakley Rd)	
Lancaster Lane (Shannon Pkwy to Shannon Way)	
Londonderry Way (SR 138 to Mall Blvd)	
Goodson Road (City Limits to Jonesboro Rd)	
Pedestrian/Bike Improvements	$728,500
Christian City Multi-Use Trail	
Lower Dixie Lake Rd Sidewalks	
Quick Response Projects	$235,687
Project Management	$89,430
TIER 1 TOTAL PURPOSE COSTS	**$17,411,375**
UNION CITY TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$300,000.00
Resurfacing	
Operations and Safety	$2,406,909
Jonesboro Road (SR 14 to Buffington Rd)	
Highpoint Road (SR 14 to Dodson Rd)	
Oakley Road (SR 138 South to City Limits)	
Gresham St at Jonesboro Rd Improvements	
Quick Response Projects	$235,687
Project Management	$130,000
TIER 2 TOTAL PURPOSE COSTS	**$3,072,596**

UNION CITY TIER 3 PURPOSES/PROJECTS

Maintenance and Safety Enhancements	$1,715,485
Resurfacing	
Bridges	$176,000
McClure @ Line Creek	
Peters Rd over Broadnax Creek	
Highpoint Rd @ Deep Creek	
Buffington Rd over Shannon Creek	
Operations and Safety	$670,350
Buffington Road (SR 138 to Flat Shoals Rd)	
Pedestrian/Bike Improvements	$496,070
Roosevelt Hwy (US29) (Lower Dixie Lake Road to Stonewall Tell Rd)	
Quick Response Projects	$26,814
TIER 3 TOTAL PURPOSE COSTS	$3,084,719
TOTAL UNION CITY COSTS - ALL PURPOSES FOR TIERS 1-3	$23,568,690

Unincorporated Fulton County

Purpose/Projects	TSPLOST Purpose Cost
UNINCORPORATED FULTON COUNTY TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$34,450,879
Resurfacing of Corridors	
Subdivision Toppings	
Subdivision Resurfacing	
Bridges	$2,200,000
Butner Road at Camp Creek	
Enon Road at Camp Creek Tributary (Timber Bridge)	
Operations and Safety	$32,158,400
Bethsaida Road at Creel Road	
Butner Road at Camp Creek Parkway	
Butner Road at Union Road	
Butner Road at Pittman Road	
Campbellton Road at Stonewall Tell Road	
Campbellton-Fairburn Road at Jones Road	
Cascade-Palmetto Highway at West Stubbs Road	
Demooney Road at West Stubbs Road	
Enon Road at Stonewall Tell Road	
Feldwood Road at Morning Creek Drive	
Feldwood Road at Bench Mark Drive	
Fulton Industrial Boulevard- Streetscapes and pedestrian upgrades from Frederick Dr. to MLK Jr. Dr. including I-20 Interchange Ramps	
Fulton Industrial Boulevard at Cascade Road	
Old Fairburn Road at Union Road	
Rivertown Road at Cedar Grove Road	
Stonewall Tell Road at Union Road	
Stonewall Tell Road at Jones Road/Pittman Road	
Welcome All Road at Jallette Road	
Welcome All Road at Scarboro Road	
West Stubbs Road at Butner Road	
Signal Upgrades	
Pedestrian / Bike Improvements	$4,250,000
Danforth Road (Rehoboth Circle to Cascade Road)	
Enon Road (Lynarbor Lane to Sanford J. Jones)	

Fulton County Airport Improvements	$1,189,500
Charlie Brown Airport-Matching Funds	
Aviation Circle Paving	
Quick Response Projects	$1,648,045
Project Management	$4,417,275
TIER 1 TOTAL PURPOSE COSTS	$80,314,099
UNINCORPORATED FULTON COUNTY TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$1,778,326
Resurfacing of Corridors	
Bridges	$1,500,000
Bethsaida over Morning Creek	
Operations and Safety	$9,824,400
Aldredge Road at Merk Road	
Bethsaida Road at Old National Hwy.	
Butner Road at Aldredge Road	
Fulton Industrial Boulevard-Sidewalks corridor-wide	
Washington Road at Roosevelt Highway	
Welcome All Road at Will Lee Road	
Flat Shoals Road ATMS	
Quick Response Projects	$290,831
Project Management	$779,519
TIER 2 TOTAL PURPOSE COSTS	$14,173,076
UNINCORPORATED FULTON COUNTY TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$124,513
Subdivision Resurfacing	
Pedestrian/Bike Improvements	$12,978,213
Stonewall Tell Sidewalks	
Creel Road Sidewalks	
Bethsaida Road Bike/Sidewalks	
Welcome All Road Sidewalks	
Cascade Road Sidewalks	
Quick Response Projects	$346,755
Project Management	$779,519
TIER 3 TOTAL PURPOSE COSTS	$14,229,000
TOTAL UNINCORPORATED FULTON COUNTY COSTS - ALL PURPOSES FOR TIERS 1-3	$108,716,175

MEMORANDUM OF UNDERSTANDING BETWEEN FULTON COUNTY AND THE CITY OF SOUTH FULTON FOR THE RECEIPT AND TRANSFER OF TSPLOST FUNDS DESIGNATED FOR THE CITY OF SOUTH FULTON

THIS MEMORANDUM OF UNDERSTANDING (hereinafter, "MOU") is made and entered into, effective as of the **12th** day of **February, 2019** by and between the City of South Fulton, a municipal corporation of the State of Georgia (referred to herein as the "City"), and Fulton County, Georgia, a political subdivision of the State of Georgia (referred to herein as the "County") (both parties collectively referred to herein as the "Parties") as follows:

WITNESSETH

WHEREAS, the County entered into an intergovernmental agreement on July 20, 2016 with certain qualified cities located outside the city limits of the City of Atlanta and located wholly or partially within Fulton County, Georgia, for the use and distribution of proceeds generated by a 2016 transportation special purpose local option sales tax ("TSPLOST") referendum (hereinafter, the "IGA"), which is attached hereto as Exhibit "1" and incorporated herein by reference; and

WHEREAS, the IGA provided for a certain percentage (16.60%) of TSPLOST funds to be designated for certain transportation projects within the City for the benefit of City residents (hereinafter, "City Projects"), with a list of the projects attached hereto as Exhibit "2," and incorporated herein by reference;" and

WHEREAS, the City was created by the 2016 Georgia General Assembly pursuant to House Bill 514 ("City Charter"); and

WHEREAS, the City Charter provides the City with a twenty-four (24) month transition period to assume and exercise its powers as a municipality; and

WHEREAS, the City Charter authorizes the County to provide government services and functions within the City during the transition period; and

WHEREAS, the Georgia Constitution, Article IX, § 2, prohibits cities and counties from exercising governmental authority within each other's boundaries except by intergovernmental agreement, except as otherwise provided by law; and

WHEREAS, the County has provided transportations services, including management of the TSPLOST projects identified in the IGA, on the City's behalf, pursuant to an intergovernmental agreement entered into between the City and County effective as of the first day of May, 2017; and

WHEREAS, under the IGA, the Georgia Department of Revenue is to distribute to the County 16.60% of the TSPLOST proceeds collected from April 1, 2017 through March 31, 2022 for the planning and performance of the transportation projects located within unincorporated Fulton County for the area that is now within the municipal boundaries of the City, as such City Projects are identified in the IGA and Exhibit "2 hereto;" and

WHEREAS, the City and County transitioned all City transportations services, including management of City Projects identified in the IGA to the management and control of the City on or about November 19, 2018; and

WHEREAS, until such time that the City and County commence and effectuate an amendment to the IGA between the County and all qualifying municipalities to include the City as a party, the City desires for the County to transfer to the City those portions of TSPLOST proceeds designated for the City Projects for the City's use solely in furtherance of the completion of the City Projects; and

WHEREAS, the County and City desire to enter into this MOU for the County's transfer and the City's receipt of TSPLOST proceeds designated for the City Projects under the IGA; and

NOW THEREFORE, for and in consideration of the mutual promises, and subject to the terms and conditions of the IGA, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and County do hereby agree as follows:

1. **Scope**. This MOU shall govern the County's transfer and the City's receipt of TSPLOST tax proceeds designated for the formerly unincorporated areas of Fulton County under the IGA, which make up the City, including the City's receipt by the County of the 16.60% of net proceeds distributed by the Department of Revenue of the State of Georgia to the County for transportation projects within the City limits payable from the amount collected from the TSPLOST tax proceeds (hereinafter known as the "net proceeds") beginning April 1, 2017 and ending March 31, 2022.

2. **Effective Date.** This MOU shall become effective upon its execution by the County and City and continue up and through December 31, 2019, subject to the termination provisions of this MOU.

3. **Termination**. Either party may terminate this MOU upon thirty (30) days written notice to the other party.

4. **Obligations Specific to the County:**

   a. The County shall employ its best efforts to transfer to the City within fifteen days of the County's receipt of such funds, by wire or other electronic means, all TSPLOST tax proceeds designated for the formerly unincorporated areas of Fulton County under the IGA which now make-up the City for use of such tax proceeds by the City solely on the City Projects. The County shall transfer all TSPLOST tax proceeds designated for the areas within the City currently in the County's possession, within 15 days of the effective date of this MOU or within a reasonable time thereafter, less any amount determined solely by the County for outstanding invoices for work performed on the City Projects but not yet in possession of the County or not yet processed by the County at the effective date of the MOU. The amounts payable by the County to the City under the MOU shall include any net proceeds designated for the use within the City limits over and above the amount estimated under the IGA, so long as such inclusion is in conformity with the IGA.

   b. The County shall notify the City of the time and location of all Oversight Council meetings under the IGA at least fifteen (15) days in advance of such meetings, whenever possible. Where Oversight Council meetings are scheduled with less than fifteen (15) days' notice, the County shall provide the City with notice of the meetings as soon as practicable, but no less than forty-eight (48) hours before the meeting.

c. Upon request by the City, the County shall promptly provide the City with all documents concerning the TSPLOST IGA, including documents concerning the City Projects, to include intergovernmental correspondence and TSPLOST funds received by the County.

d. This MOU shall in no manner obligate the County to transfer County oversight tax proceeds or other County entitled proceeds under the IGA.

5. **Obligations specific to the City.**

a. The City shall use all tax proceeds received by the City from the County solely for the City Projects as set forth in the IGA, O.C.G.A. § 48-8-260(4) and O.C.G.A §48-8-121.

b. The City shall abide by all rules governing the use and receipt of tax proceeds under the IGA and applicable TSPLOST law, including any auditing and reporting requirements.

c. Upon request by the County, the City shall promptly provide the County with all documents concerning the TSPLOST IGA, including documents concerning the City Projects, intergovernmental correspondence and TSPLOST funds received by the County.

d. The City shall promptly cooperate and assist in all respects with the County in coordinating and effectuating an amendment to the IGA for the purpose of including the City as a party to the IGA, if possible.

e. The City shall promptly accept the assignment and assumption from the County of any contract for work or services performed on a City Project upon presentation from the County, the failure of which may result in the County's immediately terminating its contractual relationship with the service provider.

f. The City shall promptly assist the County at the City's sole cost, with any audit requirement and non-technical report or consolidated schedule of projects as set forth in the IGA.

g. Upon the effective date of this MOU and until such time that the contract between the County and any person or entity performing a service or work on a City Project is assigned to, and assumed by the City, the City shall timely provide all necessary payments to the service provider and hereby agrees to release the County from any obligation to make such payments.

6. **Miscellaneous**.

a. This MOU shall not be changed or modified except by agreement in writing executed by all Parties hereto.

b. This MOU shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.

c. It is agreed that the illegality or invalidity of any term or clause of this MOU shall not affect the validity of the remainder of the MOU, and the MOU shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

d. The Parties to this MOU shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations regarding TSPLOST fund use.

e. No consent or waiver, express or implied, by any party to this MOU to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

f. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this MOU shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

To Fulton County:	Richard Dick Anderson, County Manager 141 Pryor Street Atlanta, Georgia 30303
With a copy to:	Patrise Perkins-Hooker, County Attorney 141 Pryor Street, SW, Suite 4038 Atlanta, Georgia 30303
To City of South Fulton:	Odie Donald, City Manager 5440 Fulton Industrial Blvd. Atlanta, Georgia 30336
With a copy to:	Emilia C. Walker, City Attorney 8024 Fairoaks Court Jonesboro, Georgia 30236

g. Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons a notice stating the change.

h. This MOU shall 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, Fulton County and City of South Fulton, the Parties hereunto have set their hands and affixed their seals on the day and year first above written.

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

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

ATTEST:

By: _____
Jesse Harris, Clerk to the
Commissioner

APPROVED AS TO FORM

By: _____
Patrise Perkins-Hooker,
County Attorney for Fulton County

CITY OF SOUTH FULTON, a political subdivision of the State of Georgia:

By: _____
William "Bill" Edwards, Mayor
City of South Fulton

APPROVED AS TO FORM

By: _____
Emilia Walker,
City Attorney for City of South Fulton

ITEM # 19-0921 RCS 12.19.18
RECESS MEETING

EXHIBIT "1"

STATE OF GEORGIA
COUNTY OF FULTON

INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF PROCEEDS GENERATED BY THE 2016 TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX REFERENDUM

THIS INTERGOVERNMENTAL AGREEMENT ("IGA" or "Agreement") is made and entered into this 20th day of July, 2016 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "**Fulton County**" or "**County**"); the **CITY of ALPHARETTA**; the **CITY OF CHATTAHOOCHEE HILLS**; the **CITY OF COLLEGE PARK**, the **CITY OF EAST POINT**; the **CITY OF FAIRBURN**; the **CITY OF HAPEVILLE**; the **CITY OF JOHNS CREEK**; the **CITY OF MILTON**; the **CITY OF MOUNTAIN PARK**; the **CITY OF PALMETTO**; the **CITY OF ROSWELL**; the **CITY OF SANDY SPRINGS**; and the **CITY OF UNION CITY** (hereinafter collectively referred to as the "Cities").

WITNESSETH

WHEREAS, the parties to this Agreement consist of Fulton County and all qualifying municipalities (hereinafter referred to as Cities) located outside the city limits of the City of Atlanta, and located wholly or partially within Fulton County, Georgia; and

WHEREAS, the parties anticipate that Fulton County will approve and sign a Resolution authorizing the Fulton County Board of Registrations and Elections to call a Referendum on the issue of the imposition of a 0.75 percent Metropolitan County Transportation Special Purpose Local Option Sales Tax ("TSPLOST" or "Tax") to begin on April 1, 2017 and to conclude on March 31, 2022; and

WHEREAS, the law authorizing a Referendum on the issue of the imposition of the TSPLOST was amended during the 2016 Legislative Session of the Georgia General Assembly; and

WHEREAS, the parties desire to execute an Intergovernmental Agreement to control the distribution and use of TSPLOST proceeds received solely by Fulton County and one or more Cities located within Fulton County containing a combined total of not less than sixty percent of the aggregate population located within the County outside the City of Atlanta; and

WHEREAS, for the purpose of the distribution of proceeds for the April 1, 2017 through March 31, 2022 TSPLOST, the Special District shall be known as the boundaries of Fulton County outside the city limits of the City of Atlanta; and

WHEREAS, the thirteen Cities located wholly or partially within Fulton County and outside the city limits of the City of Atlanta have certified they are qualified

municipalities and are eligible to receive distributions of the 0.75 percent TSPLOST Proceeds; and

WHEREAS, the parties hereto are interested in serving the needs of the residents of Fulton County by planning and performing transportation projects within the County and Cities which are parties to this Agreement; and

WHEREAS, the parties intend that the transportation projects which are the subject of this Agreement shall benefit residents of Fulton County and its Cities; and

WHEREAS, the County and the Cities located within Fulton County are committed to continue to work together to improve the County's transportation infrastructure; and

WHEREAS, the County and all its Cities have identified transportation needs that are important to the current and future well-being of their residents and have determined that proceeds from the TSPLOST should be used to address a portion of these needs.

NOW, THEREFORE, in consideration of the mutual promises and understandings herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

1.

This Intergovernmental Agreement is conditioned upon a Referendum to be approved by a majority of the voters of Fulton County to impose a TSPLOST of 0.75 percent which shall commence on April 1, 2017 and continue to, through and including March 31, 2022.

2.

Pursuant to O.C.G.A. § 48-8-269.94, one percent (1.0%) of the amount of TSPLOST proceeds collected beginning April 1, 2017 shall be paid into the General Fund of the State of Georgia ("State") treasury in order to defray the costs of administration of the Georgia Department of Revenue. One-half of one percent (0.5%) of the tax proceeds (County oversight) shall be allocated to the County by the State to provide for any costs associated with the administration of the TSPLOST Program. Such cost shall include the support, maintenance and operation of the Fulton Transportation Investment Citizen's Oversight Council, the annual audit and the overall program administration, at a minimum. Any County oversight funds that remain from these proceeds after the final audit at the end of the tax shall be redistributed based on the percentages provided under this section. The remaining ninety-eight and one-half percent (98.5%) of the amount collected from the TSPLOST Tax proceeds (hereinafter known as the "net proceeds") beginning April 1, 2017 and ending March 31, 2022, shall be distributed by the State of Georgia to the County and all qualified Cities outside of the city limits of the City of Atlanta, and shall be allocated to each jurisdiction based on

the percentages shown in the table below in Paragraph 3.

3.

DISTRIBUTION PERCENTAGES

City of Alpharetta	11.02%
City of Chattahoochee Hills	0.47%
City of College Park	2.29%
City of East Point	6.13%
City of Fairburn	2.42%
City of Hapeville	1.15%
City of Johns Creek	14.41%
City of Milton	6.49%
City of Mountain Park	0.10%
City of Palmetto	0.76%
City of Roswell	16.34%
City of Sandy Springs	18.22%
City of Union City	3.60%
Fulton County	16.60%
Total	**100.00%**

(A) To facilitate the distribution of net proceeds, the parties agree that the sum of Six Hundred Fifty-five Million and 00/100 Dollars ($655,000,000.00) shall represent an estimate of the maximum net proceeds to be derived from the subject TSPLOST during its five year term.

(B) The parties agree that the aggregate total distribution received by the Cities shall amount to eighty-three and forty one-hundredths percent (83.40%) of the net proceeds distributed by the State, with the remaining sixteen and sixty one hundredths percent (16.60%) of the net proceeds distributed by the State to be received by the County.

(C) The percentage of total net proceeds calculated for each City based on the above distribution shall be adjusted proportionally, if necessary, to ensure that the Cities on an aggregate basis receive the full eighty-three and forty one-hundredths percent (83.40%) of net proceeds distributed by the State, as agreed to by the parties.

(D) The parties agree that no project will be given preference in the funding and distribution process in such a way that the monthly distribution formula is affected.

(F) Should any jurisdiction choose not to be a party to this agreement, said jurisdiction's allocation of the net proceeds shall be 0%. If a City chooses not to be party to this agreement, the DISTRIBUTION PERCENTAGES provided under Paragraph #3 shall be adjusted to reflect new percentages based on that city's population being removed from the calculation.

4.

In recognition of the need for transportation improvements across the County and its Cities, the parties agree that the total net proceeds shall be utilized for transportation purposes, as defined in O.C.G.A. § 48-8-260(5) and § 48-8-121.

5.

The projects and purposes ("Transportation Projects and Purposes") to be funded from the net proceeds of the TSPLOST pursuant to this Agreement, the estimated dollar amounts allocated for each transportation purpose, and the schedule for distribution of funds are contained in Exhibit "A" which is attached hereto, incorporated herein by this reference, and made a part of this Agreement. The parties acknowledge and agree that 30% of the estimate revenues are being expended on projects that are consistent with the Statewide Strategic Transportation Plan as defined in O.C.G.A. § 32-2-22. The priority and order in which the TSPLOST proceeds will be fully or partially funded is shown in Exhibit A.

6.

Except as otherwise provided herein, the TSPLOST which is the subject of the November 8, 2016 Referendum shall continue for a period of five years from April 1, 2017 until March 31, 2022, unless otherwise terminated earlier pursuant to O.C.G.A. § 48-8-269.91(b).

7.

All Transportation Projects included in this Agreement shall be funded in whole or in part from net proceeds from the TSPLOST authorized by law except as otherwise agreed in writing by the parties.

8.

The net proceeds from the TSPLOST shall be maintained in the parties' separate accounts and utilized exclusively for the purposes specified in this Agreement. The parties acknowledge that TSPLOST proceeds are not guaranteed. Proceeds received under the amount estimated in the Referendum question shall be allocated in accordance with the percentages set forth in this Agreement and shall be used on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

9.

Any net proceeds over and above the amount estimated in Section 3(A) of this agreement during the quarter during which this amount is reached shall be allocated in accordance with the percentages set forth in this Agreement and shall be used solely for the transportation purposes listed herein. Each party shall expend its portion of the excess net proceeds from the 2017 TSPLOST Program on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

10.

At the end of each party's fiscal year wherein net proceeds from the TSPLOST are distributed, each party shall cause an audit of the distribution and use of its portion of the net proceeds from the TSPLOST to be completed. Each party to this Agreement shall pay the cost of each such annual audit that it conducts. Each party shall publish each of its annual audits as required by law.

11.

In addition to the audit required by paragraph 10 of this Agreement, at the end of each calendar year wherein net proceeds from the Transportation Special Purpose Local Option Sales Tax are distributed, the Cities and the County shall participate in a joint annual audit of the entire TSPLOST program approved by the voters during the November 8, 2016 Referendum. The purpose of this joint annual audit is to ensure compliance with the Resolution that resulted in the call of the Transportation Special Purpose Local Option Sales Tax Referendum. Fulton County shall choose the auditor to conduct the annual audit. The cost of such joint annual audit shall be paid from proceeds collected by the County as described under paragraph 2 of this document.

12.

Pursuant to O.C.G.A. § 48-8-269.993, not later than December 31 of each year, the County on behalf of itself and the qualified municipalities receiving proceeds from the tax, shall publish annually, in a newspaper of general circulation in the boundaries of each City and the County and in a prominent location on each City's and the County's website, a simple nontechnical report, or consolidated schedule of projects, which shows the following for each Transportation Project or purpose outlined in this Agreement:

A. Original estimated cost;
B. Current estimated cost if it is not the original estimated cost;
C. Amounts expended in prior years;
D. Amounts expended in the current year;
E. Any excess proceeds which have not been expended for a project or purpose;
F. Estimated completion date, and the actual completion cost of a project completed during the current year; and
G. A statement of what corrective action the City or County intends to implement with respect to each project which is underfunded or behind schedule.

In addition to the above, the County shall include in such publication an accounting of expenditures of the County oversight funds. The use of these funds by the County will made with input from the cities.

13.

Fulton County and the Cities will create a Fulton Transportation Investment Citizen's Oversight Council ("Oversight Council") within ninety (90) days of the November 8, 2016 referendum. The Oversight Council will oversee the progress and implementation of the program and shall furnish annual reports to the Board of Commissioners and each Mayor and City Council of the Cities within the County outside the City of Atlanta. The report shall also be published periodically. The Oversight Council shall consist of 14 total members with one appointee for each City and one member appointed by the Fulton County Board of Commissioners. The Annual Report shall include a complete list of projects and the progress of the projects. The Oversight Council shall meet at least twice per year. Any administrative costs associated with the Oversight Council shall be paid from the one-half of one percent as described in paragraph #2 above. Fulton County shall provide staff support to the Oversight Council.

14.

This Agreement constitutes all of the understanding and agreements of whatsoever nature or kind existing between the Parties with respect to distribution and use of the proceeds from the TSPLOST.

15.

This Agreement shall not be changed or modified except by agreement in writing executed by all Parties hereto.

16.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.

17.

It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

18.

Each party to this Agreement shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

19.

No consent or waiver, express or implied, by any party to this Agreement to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

20.

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

a. If to the City of Alpharetta:
Mayor David Belle Isle
City of Alpharetta
2 Park Place
Alpharetta, GA 30009

b. If to the City of Chattahoochee Hills:
Mayor Tom Reed
City of Chattahoochee Hills
6505 Rico Rd
Chattahoochee Hills, GA 30268

c. If to the City of College Park:
Mayor Jack P. Longino
City of College Park
3667 Main St.
College Park, GA 30337

d. If to the City of East Point:
Mayor Jannquell Peters
City of East Point
2777 East Point St.
East Point, GA 30344

e. If to the City of Fairburn:
Mayor Mario Avery
City of Fairburn
56 Malone St.
Fairburn, GA 30213

f. If to the City of Hapeville:
Mayor Alan Hallman
City of Hapeville
3468 N. Fulton Ave.
Hapeville, GA 30354

g. If to the City of Johns Creek:
Mayor Mike Bodker
City of Johns Creek
12000 Findley Road, Suite 400
Johns Creek, GA 30097

h. If to the City of Milton:
Mayor Joe Lockwood
City of Milton
13000 Deerfield Parkway, Suite 107
Milton, GA 30004

i. If to the City of Mountain Park:
Mayor Jim Still
City of Mountain Park
118 Lakeshore Dr.
Roswell, GA 30075

j. If to the City of Palmetto:
Mayor J. Clark Boddie
City of Palmetto
P.O Box 190
509 Toombs St.
Palmetto, GA 30268

k. If to the City of Roswell:
Mayor Jere Wood
City of Roswell
38 Hill Street, Suite 115
Roswell, GA 30075

l. If to the City of Sandy Springs:
Mayor Rusty Paul
City of Sandy Springs
7840 Roswell Rd.
Sandy Springs. GA 30350

m. If to the City of Union City:
Mayor Vince Williams
City of Union City
5047 Union St.
Union City, GA 30329

n. If to Fulton County:
Chairman, John H. Eaves
Fulton County
141 Pryor St., 10th Floor
Atlanta, GA 30303

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons a notice stating the change.

21.

This Agreement shall become effective on July 20, 2016. If the November 8, 2016 Referendum concerning the imposition of the TSPLOST is not approved by a majority of the voters of Fulton County, this Agreement shall expire and shall be of no force and effect after November 8, 2016.

22.

Notwithstanding the parameters of paragraph 21, this Agreement shall continue in full force and effect until July 1st of the year following completion of the last project funded from the net proceeds from the 2017 TSPLOST Program.

23.

This Agreement shall 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 parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by Fulton County on the date indicated herein.

APPROVED AS TO FORM

Patrise Curtis Hood
County Attorney

FULTON COUNTY, GEORGIA:

By: _____
John H. Eaves, Chairman
Board of Commissioners

ATTEST:

_____
Clerk

ITEM # 16-0533 RCS 6/15/2016
RECESS MEETING

(ADDITIONAL SIGNATURE PAGES FOLLOW)

(Executed in Counterparts for each City)

VER 1.4.16

APPROVED AS TO FORM

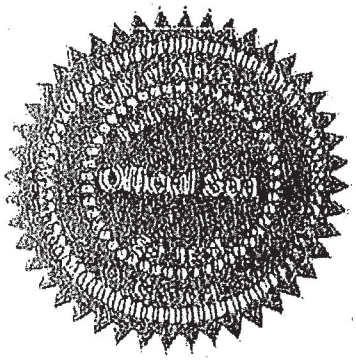
City Attorney

CITY OF ALPHARETTA, GEORGIA:

By:
Mayor David Belle Isle

ATTEST:

City Clerk



VER 07.06.16

APPROVED AS TO FORM

City Attorney

CITY OF CHATTAHOOCHEE HILLS, GEORGIA:

By: _____
Mayor Tom Reed

ATTEST:

City Clerk

VER 07.09.16

APPROVED AS TO FORM

City Attorney

CITY OF COLLEGE PARK, GEORGIA:

By: Jack P. Longino

Mayor Jack P. Longino

ATTEST:

Melissa Brooks

City Clerk

VER 07.16.16

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

CITY OF EAST POINT, GEORGIA:

By: _____
Mayor Jannquell Peters

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

CITY OF FAIRBURN, GEORGIA:

By:
Mayor Mario Avery

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

CITY OF HAPEVILLE, GEORGIA:

By: _____
Mayor Alan Hallman

APPROVED AS TO FORM

City Attorney

CITY OF JOHNS CREEK, GEORGIA:

By:
Mayor Mike Bodker

ATTEST:

City Clerk

VER 07.06.16

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

CITY OF MILTON, GEORGIA:

By:
Mayor Joe Lockwood

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

CITY OF MOUNTAIN PARK, GEORGIA:

By: _____
Mayor Jim Still

APPROVED AS TO FORM

City Attorney

CITY OF PALMETTO, GEORGIA:

By:
Mayor J. Clark Boddie

ATTEST:

City Clerk

V&K07 08 16

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

CITY OF ROSWELL, GEORGIA:

By: _____
Mayor Jere Wood

APPROVED AS TO FORM

Wendell Willard, City Attorney

CITY OF SANDY SPRINGS, GEORGIA:

By: _____
Mayor Rusty Paul

ATTEST:

City Clerk

VBR 07 06 16

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

CITY OF UNION CITY, GEORGIA:

By:
Mayor Vince Williams

EXHIBIT A

Following are the lists of Projects and Purposes ("Transportation Projects and Purposes") for each Jurisdiction proposed to be funded from the net proceeds of the Transportation Special Purpose Local Option Sales Tax (TSPLOST) pursuant to this Agreement, the estimated dollar amounts allocated for each transportation purpose, the schedule for distribution of funds, and the priority and order in which the TSPLOST net proceeds will be allocated:

NOTE: The net proceeds are estimated based upon the most recent projections of revenue that can reasonably be expected to be collected over the next five years in Fulton County outside of the City of Atlanta. They are not guaranteed. The following chart shows the estimates for each Jurisdiction (based on the most recent population projections) at three levels of priority (Tiers) – Tier 1 at 85% of forecast; Tier 2 at 100% of forecast; and Tier 3 at 115.06% of forecast (rounded to a grand total of $655 Million).

FULTON T-SPLOST FORECASTS (BASED ON 2015 CENSUS)

Jurisdiction	2015 Total Population (Outside Atlanta)	2015 % of County Population (Outside Atlanta)	Tier 1 Revenues (85% of Forecast	Tier 1 & 2 Revenues (100% of Forecast)	Tier 1, 2 & 3 Revenue (115% of Forecast)
ALPHARETTA	63,693	11.02%	$53,303,663	$62,710,191	$72,153,836
CHATTAHOOCHEE HILLS	2,690	0.47%	$2,251,218	$2,648,492	$3,047,334
COLLEGE PARK	13,264	2.29%	$11,100,431	$13,059,331	$15,025,960
EAST POINT	35,467	6.13%	$29,681,770	$34,919,730	$40,178,357
FAIRBURN	13,967	2.42%	$11,688,761	$13,751,484	$15,822,345
HAPEVILLE	6,650	1.15%	$5,565,280	$6,547,388	$7,533,371
JOHNS CREEK	83,335	14.41%	$69,741,741	$82,049,108	$94,405,035
MILTON	37,547	6.49%	$31,422,490	$36,967,635	$42,534,660
MOUNTAIN PARK	556	0.10%	$465,308	$547,421	$629,858
PALMETTO	4,421	0.76%	$3,699,865	$4,352,782	$5,008,276
ROSWELL	94,501	16.34%	$79,086,390	$93,042,812	$107,054,302
SANDY SPRINGS	105,330	18.22%	$88,149,009	$103,704,716	$119,321,802
UNION CITY	20,805	3.60%	$17,411,375	$20,483,971	$23,568,690
FULTON (UNINCORPORATED)	95,968	16.60%	$80,314,099	$94,487,175	$108,716,175
Totals	578,194	100.00%	$483,881,400	$569,272,235	$655,000,000

City of Alpharetta

Purpose/Projects	TSPLOST Purpose Cost
ALPHARETTA TIER 1 PURPOSES/PROJECTS	
Congestion Relief	$32,647,634
Haynes Bridge Road Capacity Improvements	
Old Milton Parkway Capacity Improvements	
McGinnis Ferry Road Capacity Improvements	
Windward Parkway Business District/Union Hill Road Capacity Improvements	
Operations and Safety	$20,656,029
Academy St/Webb Bridge Road Operational and Pedestrian/Bicycle Improvements	
Morris Road Operational Improvements	
Bethany Road at Mayfield Road Intersection	
Bethany Road at Mid Broadwell Road Intersection	
TIER 1 TOTAL PURPOSE COSTS	**$53,303,663**
ALPARETTA TIER 2 PURPOSES/PROJECTS	
Operations and Safety	$4,906,529
Kimball Bridge Road Operations and Ped/Bike Improvements	
Maintenance and Safety	$1,500,000
Adaptive Traffic Signals/ITS	
Milling/Resurfacing	
Pedestrian / Bike Improvements	$1,000,000
Sidewalks	
Debt Retirement	$1,000,000
Debt Service	
Quick Response Projects	$1,000,000
TIER 2 TOTAL PURPOSE COSTS	**$9,406,529**
ALPHARETTA TIER 3 PURPOSES/PROJECTS	
Bridges	$7,293,644
Academy St/Webb Bridge Road GA 400 Bridge Improvements	
Kimball Bridge Road / GA 400 Bridge Improvements	
Pedestrian / Bike Improvements	$500,000
Commuter Bike Corridor	
Congestion Relief	$1,650,000
GA 400 Bottlenecks	
TIER 3 TOTAL PURPOSE COSTS	**$9,443,644**
TOTAL ALPHARETTA COSTS - ALL PURPOSES FOR TIERS 1-3	**$72,153,836**

City of Chattahoochee Hills

Purpose/Projects	TSPLOST Purpose Cost
CHATTAHOOCHEE HILLS TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$2,082,377
Resurfacing	
Quick Response Projects	$56,280
Project Management	$112,561
TIER 1 TOTAL PURPOSE COSTS	**$2,251,218**
CHATTAHOOCHEE HILLS TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$369,464
Resurfacing	
Quick Response Projects	$7,945
Project Management	$19,865
TIER 2 TOTAL PURPOSE COSTS	**$397,274**
CHATTAHOOCHEE HILLS TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$369,464
Resurfacing	
Quick Response Projects	$9,514
Project Management	$19,864
TIER 3 TOTAL PURPOSE COSTS	**$398,842**
TOTAL CHATTAHOOCHEE HILLS COSTS - ALL PURPOSES FOR TIERS 1-3	**$3,047,334**

City of College Park

Purpose/Projects	TSPLOST Purpose Cost
COLLEGE PARK TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$716,447
Resurfacing	
Bridges	$900,900
Herschel Road @ Camp Creek, South Fork	
Camp Creek Parkway Frontage Road @ Camp Creek, South Fork	
Operations and Safety	$3,801,280
Old National Highway planning study (I-285 to Surrey Trail)	
Old National Highway signal timing maintenance	
Main Street at Virginia Avenue	
Main Street at Harvard Avenue	
Virginia Avenue at College Street	
Virginia Avenue at Adams Street	
Virginia Avenue at Madison Street	
Conley Street at Columbia Avenue	
Old National Highway at Godby Road	
Rhodes Street Ext. from Camp Creek Parkway to Yale Avenue	
Pedestrian / Bike Improvements	$3,407,872
Old National Highway @ I-285 (intersection only)	
Virginia Avenue bike lanes (Main Street to Harrison Road)	
Lake Shore Drive/Janice Drive (Herschel to Sun Valley)	
Camp Truitt (Herschel Road to Airport Drive)	
College Street (Harvard Avenue to Oxford Avenue)	
Virginia Avenue (Lee Street to Atlanta Street)	
Landscape/Streetscape	$1,005,000
Buffington Road at South Fulton Parkway (partial funding)	
Old National Highway at I-285 (partial funding)	
Quick Response Projects	$819,231
Program Management	$449,701
TIER 1 TOTAL PURPOSE COSTS	**$11,100,431**

COLLEGE PARK TIER 2 PURPOSES/PROJECTS

Pedestrian/Bicycle South Fulton Parkway (Buffington Road to Welcome All Road)	$425,248
Landscape/ Streetscape Camp Creek Parkway at I-85 (partial funding)	$502,500
Operations and Safety College Street at Harvard Avenue Washington Road (Camp Creek Parkway to Delowe Drive)	$528,000
Quick Response Projects	$423,793
Program Management	$79,359
TIER 2 TOTAL PURPOSE COSTS	$1,958,900

COLLEGE PARK TIER 3 PURPOSES/PROJECTS

Quick Response Projects	$1,887,271
Program Management	$79,358
TIER 3 TOTAL PURPOSE COSTS	$1,966,629

TOTAL COLLEGE PARK COSTS - ALL PURPOSES FOR TIERS 1-3	$15,025,960

City of East Point

Purpose/Projects	TSPLOST Purpose Cost
EAST POINT TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$18,540,200
Resurfacing	
Pedestrian / Bike Improvements	$7,915,262
Ben Hill Road (Dodson Drive to Dobbs Way)	
Washington Road (I-285 to Delowe Drive)	
Headland Drive (City of Atlanta to Kimmeridge Drive)	
Delowe Drive (Washington Rd to SR 166)	
Master Trail System	
Operations and Safety	$1,462,500
Washington Road at Camp Creek Parkway Intersection Improvements	
Ale Circle at Washington Road Intersection Improvements	
Ben Hill Road (Will Lee Road to Unincorporated Fulton County) Traffic Calming and Lane Widening)	
Project Management	$890,453
Quick Response Projects	$873,355
TIER 1 TOTAL PURPOSE COSTS	**$29,681,770**
EAST POINT TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$4,408,500
Resurfacing	
Pedestrian / Bike Improvements	$428,000
Dobbs Way (Washington Road to Ben Hill Road)	
Redwine Road (City of Atlanta to North Commerce Drive)	
Operations and Safety	$237,500
Ben Hill Road (Will Lee Road to Unincorporated Fulton County) Traffic Calming and Lane Widening	
Project Management	$163,960
TIER 2 TOTAL PURPOSE COSTS	**$5,237,960**

EAST POINT TIER 3 PURPOSES/PROJECTS

Maintenance and Safety Enhancements Resurfacing	$3,375,976
Operations and Safety Janice Drive at Washington Road Intersection Improvements North Commerce Drive at Redwine Road Intersection Improvements North Desert Drive Extension at Ale Circle - Intersection Improvements	$1,700,000
Project Management	$182,651
TIER 3 TOTAL PURPOSE COSTS	**$5,258,627**
TOTAL EAST POINT COSTS - ALL PURPOSES FOR TIERS 1-3	**$40,178,357**

City of Fairburn

Purpose/Projects	TSPLOST Purpose Cost
FAIRBURN TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$7,737,167
Resurfacing (Phase 1)	
Pedestrian/Bike Improvements	$136,891
Pedestrian/Bike Improvements (Phase 1)	
Roadway Projects	$3,295,836
Howell Avenue Extension	
Rivertown Connector	
Park Road Extension	
Oakley Industrial Boulevard Full-Depth Reclamation	
Quick Response Projects	$233,775
Project Management/Construction Management	$285,092
TIER 1 TOTAL PURPOSE COSTS	**$11,688,762**
FAIRBURN TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$552,987
Road Resurfacing (Phase 2)	
Operations and Safety	$750,000
Quiet Zone Railroad Crossings	
Pedestrian/Bike Improvements	$353,171
Pedestrian/Bike Improvements (Phase 2)	
Roadway Projects	$315,000
Oakley Industrial Boulevard Extension (Design Only)	
Quick Response Projects	$41,254
Project Management/Construction Management	$50,310
TIER 2 TOTAL PURPOSE COSTS	**$2,062,722**
FAIRBURN TIER 3 PURPOSES/PROJECTS	
Congestion Relief	$450,000
Operation and Safety Improvements	$541,902
Pedestrian/Bike Improvements	$184,316
Pedestrian/Bike Improvements (Phase 3)	
Roadway Projects	$802,717
Dodd Street Roundabout	
Quick Response Projects	$41,417
Project Management	$50,509
TIER 3 TOTAL PURPOSE COSTS	**$2,070,861**
TOTAL FAIRBURN COSTS - ALL PURPOSES FOR TIERS 1-3	**$15,822,344**

City of Hapeville

Purpose/Projects	TSPLOST Purpose Cost
HAPEVILLE TIER 1 PURPOSES/PROJECTS	
Operations & Safety Improvements	$1,600,000
Silent/Quiet Zone Railroad Crossings-	
South Street Crossing	
Perkins Street Crossing	
Dogwood Drive Crossing	
Virginia Avenue Crossing	
Sylvan Road Crossing	
Pedestrian Improvements	$1,900,000
Sidewalks, Curb/Gutter, Bike Lanes	
City Wide	
Maintenance & Safety	$1,400,000
Paving & Drainage	
City Wide	
Engineering/ Management/Administration	$665,280
TIER 1 TOTAL PURPOSE COSTS	**$5,565,280**
HAPEVILLE TIER 2 PURPOSES/PROJECTS	
Maintenance & Safety	$600,000
Paving & Drainage	
Resurfacing	
Operations and Safety Improvements (Traffic & Street Signage)	$382,108
Citywide	
TIER 2 TOTAL PURPOSE COSTS	**$982,108**
HAPEVILLE TIER 3 PURPOSES/PROJECTS	
Pedestrian Improvements	$500,000
Sidewalks, Curb/Gutter, Bike Lanes city wide	
Maintenance & Safety	$485,983
Paving and Drainage	
TIER 3 TOTAL PURPOSE COSTS	**$985,983**
TOTAL HAPEVILLE COSTS - ALL PURPOSES FOR TIERS 1-3	**$7,533,371**

City of Johns Creek

Purpose/Projects	TSPLOST Purpose Cost
JOHNS CREEK TIER 1 PURPOSES/PROJECTS	
Congestion Relief	$50,286,471
Medlock Bridge Capacity Project from Chattahoochee River to McGinnis Ferry	
State Bridge Road Widening from Medlock Bridge to Chattahoochee River	
Jones Bridge Widening from Douglas Road to McGinnis Ferry	
Jones Bridge Widening from Waters Road to Buice Road and from Buice Road to State Bridge Road	
McGinnis Ferry Road Widening from Union Hill Road to Sargent Road	
Haynes Bridge Road Widening from Old Alabama Road to Mansell Road	
New Location Road in Tech Park	
Operations and Safety	$19,455,270
Medlock Bridge at State Bridge Improvements	
Bell and Boles Road Operational and Safety Improvements from Medlock Bridge to McGinnis Ferry and from Abbotts Bridge to Bell	
Barnwell Road at Holcomb Bridge Road Improvements	
TIER 1 TOTAL PURPOSE COSTS	**$69,741,741**
JOHNS CREEK TIER 2 PURPOSES/PROJECTS	
Congestion Relief	$10,085,115
Old Alabama Road Widening from Nesbit Ferry to Old Alabama Connector	
State Bridge Road Widening from Kimball Bridge to Medlock Bridge	
Bridges	$2,222,252
Bridge Improvements	
TIER 2 TOTAL PURPOSE COSTS	**$12,307,367**

JOHNS CREEK TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety	$1,713,388
Resurfacing Program	
Medlock Bridge Transit Related Enhancements	
Bridges	$362,214
Bridge Replacements	
Congestion Relief	$3,426,775
Nesbit Ferry Corridor Improvements	
Findley Road Extension to Lakefield Drive	
Old Alabama Widening from Jones Bridge Road to Bulce Road	
Operations and Safety	$2,284,517
Barnwell Road Corridor Improvements	
Connected Vehicle Infrastructure	
Pedestrian and Bike	$4,569,034
Sidewalk and Trail Enhancements	
Multimodal Transportation Alternatives	
TIER 3 TOTAL PURPOSE COSTS	**$12,355,927**
TOTAL JOHNS CREEK COSTS - ALL PURPOSES FOR TIERS 1-3	**$94,405,035**

City of Milton

Purpose/Projects	TSPLOST Purpose Cost
MILTON TIER 1 PURPOSES/PROJECTS	
Congestion Relief	$9,540,000
Morris Road Widening	
Windward Parkway	
NE Crabapple Connector	
Operations and Safety	$16,900,000
Hopewell Road at Bethany Bend/Way Intersection Improvements	
Freemanville Road at Birmingham Rd Intersection Improvements	
Charlotte Road at Mayfield Road Intersection Improvements	
Hopewell Road at Thompson Road/South Thompson Road Intersection Improvements	
Hopewell Road at Hamby Road Intersection Improvements	
SR 140/Arnold Mill Rd at Green Road Intersection Improvements	
Bridges	$1,610,000
Birmingham Road Middle Bridge	
Pedestrian / Bike Improvements	$3,372,490
Pedestrian Improvements	
TIER 1 TOTAL PURPOSE COSTS	**$31,422,490**
MILTON TIER 2 PURPOSES/PROJECTS	
Operations and Safety	$3,445,145
Bethany Road at Providence Road Intersection Improvements	
Freemanville Road at Redd Road Intersection Improvements	
Pedestrian / Bike Improvements	$2,100,000
Pedestrian Improvements	
TIER 2 TOTAL PURPOSE COSTS	**$5,545,145**
MILTON TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety	$3,000,000
Road Paving and Reconstruction	
Quick Response	$775,160
Bridges	$791,865
Bridge Repair and Replacement	
Pedestrian / Bike Improvements	$1,000,000
Pedestrian Improvements	
TIER 3 TOTAL PURPOSE COSTS	**$5,567,025**
TOTAL MILTON COSTS - ALL PURPOSES FOR TIERS 1-3	**$42,534,660**

City of Mountain Park

Purpose/Projects	TSPLOST Purpose Cost
MOUNTAIN PARK TIER 1 PURPOSES/PROJECTS	
Congestion Relief	$280,000
Roadway Stormwater Improvements	$185,308
Quick Response	
TIER 1 TOTAL PURPOSE COSTS	$465,308
MOUNTAIN PARK TIER 2 PURPOSES/PROJECTS	
Quick Response	$82,113
TIER 2 TOTAL PURPOSE COSTS	$82,113
MOUNTAIN PARK TIER 3 PURPOSES/PROJECTS	
Quick Response	$82,437
TIER 3 TOTAL PURPOSE COSTS	$82,437
TOTAL MOUNTAIN PARK COSTS - ALL PURPOSES FOR TIERS 1-3	$629,858

City of Palmetto

Purpose/Projects	TSPLOST Purpose Cost
PALMETTO TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$2,770,344
Resurfacing	
Operations and Safety	$102,671
Phipps Road/Fayetteville Road	
Pedestrian / Bike Improvements	$401,850
Church Street	
Phipps Road	
Quick Response Projects	$425,000
TIER 1 TOTAL PURPOSE COSTS	$3,699,865
PALMETTO TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$488,884
Resurfacing	
Operations and Safety	$18,118
Pedestrian / Bike Improvements	$70,915
Quick Response Projects	$75,000
TIER 2 TOTAL PURPOSE COSTS	$652,917
PALMETTO TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$488,884
Resurfacing	
Operations and Safety	$18,118
Pedestrian / Bike Improvements	$70,915
Quick Response Projects	$77,577
TIER 3 TOTAL PURPOSE COSTS	$655,494
TOTAL PALMETTO COSTS - ALL PURPOSES FOR TIERS 1-3	$5,008,276

City of Roswell

Purpose/Projects	TSPLOST Purpose Cost
ROSWELL TIER 1 PURPOSES/PROJECTS	
Congestion Relief	$69,000,000
Big Creek Parkway Phase 1 and 2	
Holcomb Bridge Interchange	
Historic Gateway Enhancements	
Rucker Road Reconstruction	
Operations and Safety	$7,000,000
Oxbo/SR 9 Intersection	
Bridges	$3,086,390
Old Holcomb Bridge Road Bridge Replacement	
TIER 1 TOTAL PURPOSE COSTS	**$79,086,390**
ROSWELL TIER 2 PURPOSES/PROJECTS	
Pedestrian / Bike Improvements	$7,000,000
Sidewalk Repair and Complete Streets Program	
Maintenance and Safety	$6,956,422
Safety Improvements and Maintenance	
TIER 2 TOTAL PURPOSE COSTS	**$13,956,422**
ROSWELL TIER 3 PURPOSES/PROJECTS	
Quick Response	$6,000,000
Congestion Relief	$8,011,490
Northbound Early Off Ramp	
TIER 3 TOTAL PURPOSE COSTS	**$14,011,490**
TOTAL ROSWELL COSTS - ALL PURPOSES FOR TIERS 1-3	**$107,054,302**

City of Sandy Springs

Purpose/Projects	TSPLOST Purpose Cost
SANDY SPRINGS TIER 1 PURPOSES/PROJECTS	
Operations and Safety Improvements Traffic Efficiency Improvements **Pedestrian and Bike Improvements** Perimeter Transit Last Mile Connectivity Sidewalk Program Mt. Vernon Highway Multiuse Path	$18,000,000 $28,500,000
Congestion Relief Johnson Ferry Road/Mt. Vernon Highway Efficiency Improvements Hammond Drive, Phase 1 Efficiency Improvements	$41,649,009
TIER 1 TOTAL PURPOSE COSTS	**$88,149,009**
SANDY SPRINGS TIER 2 PURPOSES/PROJECTS	
Pedestrian and Bike Improvements Perimeter Transit Last Mile Connectivity Sidewalk Program Mt. Vernon Highway Multiuse Path SR 400 Trail System Roberts Drive Multiuse Path	$12,500,000
Congestion Relief Johnson Ferry Road/Mt. Vernon Highway Efficiency Improvements	$350,991
Maintenance and Safety Enhancements Roadway Maintenance and Paving	$2,704,716
TIER 2 TOTAL PURPOSE COSTS	**$15,555,707**
SANDY SPRINGS TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements Roadway Maintenance and Paving	$15,617,086
TIER 3 TOTAL PURPOSE COSTS	**$15,617,086**
TOTAL SANDY SPRINGS COSTS - ALL PURPOSES FOR TIERS 1-3	**$119,321,802**

City of Union City

Purpose/Projects	TSPLOST Purpose Cost
UNION CITY TIER 1 PURPOSES/PROJECTS	
Congestion Relief	
I-85/SR 138 Interchange	$5,000,000
Maintenance and Safety Enhancements	
Resurfacing	$9,511,323
Operations and Safety	
Flat Shoals Road (Westbrook St to Oakley Rd)	$1,846,435
Lancaster Lane (Shannon Pkwy to Shannon Way)	
Londonderry Way (SR 138 to Mall Blvd)	
Goodson Road (City Limits to Jonesboro Rd)	
Pedestrian/Bike Improvements	
Christian City Multi-Use Trail	$728,500
Lower Dixie Lake Rd Sidewalks	
Quick Response Projects	$235,687
Project Management	$89,430
TIER 1 TOTAL PURPOSE COSTS	**$17,411,375**
UNION CITY TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	
Resurfacing	$300,000.00
Operations and Safety	
Jonesboro Road (SR 14 to Buffington Rd)	$2,406,909
Highpoint Road (SR 14 to Dodson Rd)	
Oakley Road (SR 138 South to City Limits)	
Gresham St at Jonesboro Rd Improvements	
Quick Response Projects	$235,687
Project Management	$130,000
TIER 2 TOTAL PURPOSE COSTS	**$3,072,596**

UNION CITY TIER 3 PURPOSES/PROJECTS

Maintenance and Safety Enhancements	
Resurfacing	$1,715,485
Bridges	
McClure @ Line Creek	$176,000
Peters Rd over Broadnax Creek	
Highpoint Rd @ Deep Creek	
Buffington Rd over Shannon Creek	
Operations and Safety	
Buffington Road (SR 138 to Flat Shoals Rd)	$670,350
Pedestrian/Bike Improvements	
Roosevelt Hwy (US29) (Lower Dixie Lake Road to Stonewall Tell Rd)	$496,070
Quick Response Projects	
	$26,814
TIER 3 TOTAL PURPOSE COSTS	$3,084,719
TOTAL UNION CITY COSTS - ALL PURPOSES FOR TIERS 1-3	$23,568,690

Unincorporated Fulton County

Purpose/Projects	TSPLOST Purpose Cost
UNINCORPORATED FULTON COUNTY TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements Resurfacing of Corridors Subdivision Toppings Subdivision Resurfacing	$34,450,879
Bridges Butner Road at Camp Creek Enon Road at Camp Creek Tributary (Timber Bridge)	$2,200,000
Operations and Safety Bethsaida Road at Creel Road Butner Road at Camp Creek Parkway Butner Road at Union Road Butner Road at Pittman Road Campbellton Road at Stonewall Tell Road Campbellton-Fairburn Road at Jones Road Cascade-Palmetto Highway at West Stubbs Road Demooney Road at West Stubbs Road Enon Road at Stonewall Tell Road Feldwood Road at Morning Creek Drive Feldwood Road at Bench Mark Drive Fulton Industrial Boulevard- Streetscapes and pedestrian upgrades from Frederick Dr. to MLK Jr. Dr. including I-20 Interchange Ramps Fulton Industrial Boulevard at Cascade Road Old Fairburn Road at Union Road Rivertown Road at Cedar Grove Road Stonewall Tell Road at Union Road Stonewall Tell Road at Jones Road/Pittman Road Welcome All Road at Jallette Road Welcome All Road at Scarboro Road West Stubbs Road at Butner Road Signal Upgrades	$32,158,400
Pedestrian / Bike Improvements Danforth Road (Rehoboth Circle to Cascade Road) Enon Road (Lynarbor Lane to Sanford J. Jones)	$4,250,000

Fulton County Airport Improvements	$1,189,500
Charlie Brown Airport-Matching Funds	
Aviation Circle Paving	
Quick Response Projects	$1,648,045
Project Management	$4,417,275
TIER 1 TOTAL PURPOSE COSTS	$80,314,099
UNINCORPORATED FULTON COUNTY TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$1,778,326
Resurfacing of Corridors	
Bridges	$1,500,000
Bethsaida over Morning Creek	
Operations and Safety	$9,824,400
Aldredge Road at Merk Road	
Bethsaida Road at Old National Hwy.	
Butner Road at Aldredge Road	
Fulton Industrial Boulevard-Sidewalks corridor-wide	
Washington Road at Roosevelt Highway	
Welcome All Road at Will Lee Road	
Flat Shoals Road ATMS	
Quick Response Projects	$290,831
Project Management	$779,519
TIER 2 TOTAL PURPOSE COSTS	$14,173,076
UNINCORPORATED FULTON COUNTY TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$124,513
Subdivision Resurfacing	
Pedestrian/Bike Improvements	$12,978,213
Stonewall Tell Sidewalks	
Creel Road Sidewalks	
Bethsaida Road Bike/Sidewalks	
Welcome All Road Sidewalks	
Cascade Road Sidewalks	
Quick Response Projects	$346,755
Project Management	$779,519
TIER 3 TOTAL PURPOSE COSTS	$14,229,000
TOTAL UNINCORPORATED FULTON COUNTY COSTS - ALL PURPOSES FOR TIERS 1-3	$108,716,175

EXHIBIT "2"

Unincorporated Fulton County

Purpose/Projects	TSPLOST Purpose Cost
UNINCORPORATED FULTON COUNTY TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements Resurfacing of Corridors Subdivision Toppings Subdivision Resurfacing	$34,450,879
Bridges Butner Road at Camp Creek Enon Road at Camp Creek Tributary (Timber Bridge)	$2,200,000
Operations and Safety Bethsaida Road at Creel Road Butner Road at Camp Creek Parkway Butner Road at Union Road Butner Road at Pittman Road Campbellton Road at Stonewall Tell Road Campbellton-Fairburn Road at Jones Road Cascade-Palmetto Highway at West Stubbs Road Demooney Road at West Stubbs Road Enon Road at Stonewall Tell Road Feldwood Road at Morning Creek Drive Feldwood Road at Bench Mark Drive Fulton Industrial Boulevard- Streetscapes and pedestrian upgrades from Frederick Dr. to MLK Jr. Dr. including I-20 Interchange Ramps Fulton Industrial Boulevard at Cascade Road Old Fairburn Road at Union Road Rivertown Road at Cedar Grove Road Stonewall Tell Road at Union Road Stonewall Tell Road at Jones Road/Pittman Road Welcome All Road at Jailette Road Welcome All Road at Scarboro Road West Stubbs Road at Butner Road Signal Upgrades	$32,158,400
Pedestrian / Bike Improvements Danforth Road (Rehoboth Circle to Cascade Road) Enon Road (Lynarbor Lane to Sanford J. Jones)	$4,250,000

Fulton County Airport Improvements	$1,189,500
Charlie Brown Airport-Matching Funds	
Aviation Circle Paving	
Quick Response Projects	$1,648,045
Project Management	$4,417,275
TIER 1 TOTAL PURPOSE COSTS	$80,314,099
UNINCORPORATED FULTON COUNTY TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$1,778,326
Resurfacing of Corridors	
Bridges	$1,500,000
Bethsaida over Morning Creek	
Operations and Safety	$9,824,400
Aldredge Road at Merk Road	
Bethsaida Road at Old National Hwy.	
Butner Road at Aldredge Road	
Fulton Industrial Boulevard-Sidewalks corridor-wide	
Washington Road at Roosevelt Highway	
Welcome All Road at Will Lee Road	
Flat Shoals Road ATMS	
Quick Response Projects	$290,831
Project Management	$779,519
TIER 2 TOTAL PURPOSE COSTS	$14,173,076
UNINCORPORATED FULTON COUNTY TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	$124,513
Subdivision Resurfacing	
Pedestrian/Bike Improvements	$12,978,213
Stonewall Tell Sidewalks	
Creel Road Sidewalks	
Bethsaida Road Bike/Sidewalks	
Welcome All Road Sidewalks	
Cascade Road Sidewalks	
Quick Response Projects	$346,755
Project Management	$779,519
TIER 3 TOTAL PURPOSE COSTS	$14,229,000
TOTAL UNINCORPORATED FULTON COUNTY COSTS - ALL PURPOSES FOR TIERS 1-3	$108,716,175

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0986 **Meeting Date:** 12/17/2025

Department
Superior Court Administration

Requested Action
Request approval to renew an existing contract - Superior Court Administration, 23RFP1208B-RT, Electronic Pretrial Monitoring Services in an amount not to exceed $2,200,000.00 with A 2nd Chance Monitoring (Marietta, GA), to provide electronic pretrial monitoring services for the County's Electronic Monitoring Program by coordinating and providing electronic monitoring services for those participants the County has determined to be eligible for pretrial electronic monitoring awaiting trial by and under the jurisdiction of the County. This action exercises the second of four renewal options. Two renewal options remain. Effective dates: January 1, 2026, through December 31, 2026.

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

Strategic Priority Area related to this item
Justice and Safety

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: This is a request to renew the contract for electronic monitoring services for Pretrial. The County made a decision to provide electronic monitoring and GPS services for those participants the County has determined to be eligible for pretrial electronic monitoring awaiting trial by and under the jurisdiction of the County in order to address and alleviate overcrowding conditions at the Fulton County Jail.

The initial Request for Proposal ("RFP") was issued in accordance with O.C.G.A. 17-6-1.1 which provides that, "[i]n addition to other methods of posting bail or as special condition of bond, a defendant may be released from custody pending the trial of his or her case on the condition that the defendant comply with the terms and conditions of an electronic pretrial release and monitoring program which is approved pursuant to subsection (j) of this Code section."

The monthly maximum number of participants is 1581 at the rate of $6.00 per day per participant.

Scope of Work: To provide electronic (ankle) monitor and GPS services.

Community Impact: Funding ankle monitors provides the opportunity for individuals who might not be able to afford the charges to be released.

Department Recommendation: Recommend approval.

Project Implications: Not providing funding will significantly reduce the number of individuals released on ankle monitoring.

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0275	4/17/2024	$2,000,000.00
Renewal No. 1	24-0893	12/18/2024	$3,000,000.00
Renewal No. 2			**$2,200,000.00**
Total Revised Amount			**$7,200,000.00**

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

Contract Value: **$2,200,000.00**

Prime Vendor: **A 2nd Chance Monitoring Services**
Prime Status: **Non-Minority**
Location: **Marietta, GA**
County: **Cobb County**
Prime Value: **$2,200,000,00 or 100.00%**

Total Contract Value: **$2,200,000.00 or 100.00%**
Total Certified Value: **$0.00 or 0.00%**

Exhibits Attached

Agenda Item No.: 25-0986 **Meeting Date:** 12/17/2025

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Contract Renewal Evaluation Form
Exhibit 3: Performance Evaluation

Contact Information

David Summerlin, District Court Administrator, Superior Court Administration, 404-612-4520

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$2,000,000.00
Previous Adjustments:	$3,000,000.00
This Request:	$2,200,000.00
TOTAL:	**$7,200,000.00**

Fiscal Impact / Funding Source

Funding Line 1:

100-999-S200-1163: General Fund, Non-Agency, General, Inmate Outsourcing

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: Tv renewal options remain

OVERALL Contractor Performance Rating: 94

Would you select/recommend this vendor again?
Yes

Report Period Start: **5/1/2025**
Report Period End: **12/31/2025**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Superior Court – General

BID/RFP NUMBER: 23RFP1208B-RT

BID/RFP TITLE: Electronic Pretrial Monitoring Services

ORIGINAL APPROVAL DATE: April 17, 2024

RENEWAL EFFECTIVE DATES: January 1, 2026, through December 31, 2026

RENEWAL OPTION#: 2 OF 4

NUMBER OF RENEWAL OPTIONS: 4

RENEWAL AMOUNT: $2,200,000.00

COMPANY'S NAME: A 2nd Chance Monitoring

ADDRESS: 1409 Powder Springs Rd

CITY: Marietta

STATE: GA

ZIP: 30064

This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

David Summerlin
Superior Court Administrator
Superior Court – General

A 2ND CHANCE MONITORING

Daniel Matalon
Chief Executive Officer

ITEM#:_____ RM:_____	**ITEM#:_____2nd RM:_____**
REGULAR MEETING	**SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	**October 20, 2025**
Department:	SUPERIOR COURT
Contract Number:	23RFP1208B-RT
Contract Title:	Electronic Pretrial Monitoring Services

Instructions:

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

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

   A thorough review of the participants, the length of time on monitoring and consistent scheduling of cases has reduced the scope and cost of this contract.

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

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

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

Explanation / Notes:

Click here to enter text.

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	☐ **Yes** ☐ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☐ **No**
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

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

Based on the pricing received during the bidding process earlier this year, the contracted rate is competitive for the services received.

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

   The actual expenditure paid during the previous fiscal year (FY24) was $1,139,214.

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

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

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

Explanation / Notes:

Click here to enter text.

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

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

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

   The department would have to begin another transition to another vendor or risk overcrowding the jail by rearresting the defendants that were solely released because monitoring was provided via a County contract.

Katara M. Burns	October 20, 2025
Prepared by	**Date**
Click here to enter text.	Click here to enter a date.
Department Head	**Date**

Performance Evaluation Details

ID	E4
Project	Electronic Pretrial Monitoring Services
Project Number	23RFP1208B-RT
Supplier	A 2nd Chance Monitoring
Supplier Project Contact	Lyndi Schmidt (preferred language: English)
Performance Program	Professional Services
Evaluation Period	06/01/2025 to 08/31/2025
Effective Date	09/23/2025
Evaluation Type	Formal
Interview Date	09/23/2025
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/23/2025 10:58 AM EDT
Completion Date	09/23/2025 10:58 AM EDT
Evaluation Score	94

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT **17/20**

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments Vendor continues to provide excellent service and management of their project deliverables.

SCHEDULE **20/20**

Rating

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

Comments Vendor is timely with services provided.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **17/20**

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments Vendor provides monitoring services as required and does so professionally.

COMMUNICATIONS AND CO-OPERATION **20/20**

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments Vendor excels in communicating issues/concerns and is completely responsive to all communications.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **20/20**

Rating

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

Comments Vendor is responsive and meets all requirements.

GENERAL COMMENTS

Comments *Not Specified*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0987 **Meeting Date:** 12/17/2025

Department
Emergency Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Emergency Management, Fulton County Animal Services, 23RFP052223C-MH, Animal Services in an amount not to exceed $7,440,000.00 with Lifeline Animal Project, Inc (Avondale Estates, GA) to provide animal control shelter operation services that will include all personnel, supplies, utilities, necessary insurances, and equipment for the unincorporated areas of Fulton County as well as the cities of Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton and Union City. This action exercises the first of four renewal options. Three renewal options remain. Effective dates: January 1, 2026 through December 31, 2026.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to contract renewal date or 60 days if the contract term is six (6) months or less

Strategic Priority Area related to this item:
Justice and Safety

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background This request is to renew the existing contract to provide animal shelter operation services only. The Fulton County Police Department will be responsible for animal control enforcement (field) operations.

Agenda Item No.: 25-0987 **Meeting Date:** 12/17/2025

Scope of Work: The scope of work provides animal shelter operation services to include all personnel, supplies, utilities and equipment for the unincorporated areas of Fulton County as well as the cities of Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton and Union City. The cost of this contract will be ultimately shared with the 15 municipalities that we serve, as well as unincorporated Fulton County.

Community Impact: The transition of animal field services from Lifeline Animal Services to the Fulton County Police Department (FCPD) is expected to produce significant positive impacts on public safety, service delivery, and overall community welfare. Consolidating field operations under FCPD will enhance response efficiency, strengthen enforcement authority, and provide a more unified approach to addressing animal-related incidents throughout Fulton County.

Department Recommendation: The Department of Emergency Management recommends approval

Project Implications: There are no project implications

Community Issues/Concerns: No issues or concerns have been raised by internal/external partners regarding this contract

Department Issues/Concerns: The Department of Emergency Management does not have any specific issues or concerns as it relates to this specific agenda item.

Contract Modification:

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	23-0785	11/1/2023	$9,080,000.00
Extension No. 1	24-0905	12/18/2024	$4,540,000.00
Extension No. 2	25-0460	6/18/2025	$4,540,000.00
1st Renewal			$7,440,000.00
Total Revised Amount			$25,600,000.00

Contract & Compliance Information

Contract Value: **$7,440,000.00**

Prime Vendor: **Lifeline Animal Project**
Prime Status: **Non-Minority**
Location: **College Park, GA**
County: **Fulton County**
Prime Value: **$7,266,648.00 or 97.67%**

Subcontractor: **PetData, LLC**
Subcontractor Status: **Non-Minority**
Location: **Irving, Texas**

County:	**Dallas County**
Subcontractor Value:	**$165,168.00 or 2.22%**
Subcontractor:	**Clifton Harrison CPA, LLC**
Subcontractor Status:	**African American Male Business Enterprise**
Location:	**Dunwoody, GA**
County:	**DeKalb County**
Subcontractor Value:	**$8,184.00 or 0.11%**
Total Contract Value:	**$7,440,000.00 or 100.00%**
Total Certified Value:	**$8,184.00 or 0.11%**

Exhibits Attached

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Contract Renewal Evaluation Form

Contact Information

Jospeh Barasoain, Director, Emergency Management, 404-612-5660

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$9,080,000.00
Previous Adjustments:	0.00
This Request:	$7,440,000.00
TOTAL:	$16,520,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Agenda Item No.: 25-0987 **Meeting Date:** 12/17/2025

Fiscal Impact / Funding Source

Funding Line 1:

312-335-S210-1215 - General, Emergency Management, Cont.-Animal Control

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: Three renewal options remain

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Yes

Report Period Start: **Report Period End:**

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Emergency Management

BID/RFP# NUMBER: 23RFP052223C-MH

BID/RFP# TITLE: Animal Services

ORIGINAL APPROVAL DATE: January 1, 2024

RENEWAL EFFECTIVE DATES: January 1, 2026 through December 31, 2026

RENEWAL OPTION #: 1 OF 4

NUMBER OF RENEWAL OPTIONS: 4

RENEWAL AMOUNT: $7,440,000.00

COMPANY'S NAME: Lifeline Animal Project, Inc.

ADDRESS: 3180 Presidential Drive

CITY: Atlanta

STATE: GA

ZIP: 30340

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on [Insert approval date and Item Number].

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	LIFELINE ANIMAL PROJECT, INC.
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Rebecca Guinn** **President**

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

Joseph Barasoain, Director
Emergency Management & Homeland Security Agency

ITEM#: _____ RM: _____ **REGULAR MEETING**	**ITEM#: _____ 2ND RM: _____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	**December 4, 2025**
Department:	Emergency Management, Fulton County Animal Services
Contract Number:	23RFP052223C-MH
Contract Title:	Animal Services

Instructions:

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

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

   Competitive procurement advertised through the Fulton County Purchasing procurement process. This contract provides animal services that will include all personnel, supplies, utilities, necessary insurances, and equipment for the unincorporated areas of Fulton County as well as the cities of Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton and Union City via Intergovernmental Agreements and negotiated for a 5 year period.

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

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

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

   Explanation / Notes:

   Click here to enter text.

   ☐ **Market Survey of other jurisdictions:**

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

Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	☐ Yes ☐ No
Are they aware of a reduction in pricing in this industry?	☐ Yes ☐ No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

☒ **Other (Describe in detail the analysis conducted and the outcome): Competitive procurement advertised through the Fulton County Purchasing procurement process. This contract provides animal services that will include all personnel, supplies, utilities, necessary insurances, and equipment for the unincorporated areas of Fulton County as well as the cities of Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton and Union City via Intergovernmental Agreements and negotiated for a 5 year period.**

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

   $9,080,000.00

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

Was it part of the initial contract?	☒ **Yes**	☐ **No**
Date of last purchase:	Click here to enter a date.	
Price paid:	Click here to enter text.	
Inflation rate:	Click here to enter text.	
Adjusted price:	Click here to enter text.	
Percent difference between past purchase price and renewal price:	Click here to enter text.	

Explanation / Notes: Contract did not increase.

Click here to enter text.

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

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

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

   The County would not be able to provide animal services and mandated rabies services for the residents of the County including 14 cities that the County has IGA's to provide the service.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0988 **Meeting Date:** 12/17/2025

Department
Emergency Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of an Intergovernmental Agreement (IGA) between the City of South Fulton, Georgia and Fulton County, Georgia, by which the City and the County would agree to fire protection, fire suppression, emergency medical response, community risk reduction, rescue, hazardous material response, technical rescue, ancillary fire services and support assistance, and first response non-transport emergency medical services within the specific boundaries of the unincorporated portion of Fulton County, Georgia. The IGA is effective January 1, 2026 and ending on December 31, 2026. This Agreement may renew on January 1st of each successive year for up to three (3) years. This Agreement may not be renewed or enforced beyond December 31, 2029. Renewal of this Agreement shall require written notice by both the County and the City and shall not be automatic. The County's funding obligation annually is the amount of Four Hundred Fifty-Six Thousand ($456,250.00) Two Hundred and Fifty Dollars and Zero Cents which shall be remitted to the City in monthly payments of Thirty-Eight Thousand and Twenty Dollars and Eighty-Four Cents ($38,020.84).

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
O.C.G.A. § 36-101 requires any contract entered into by the County be approved by the Board of Commissioners and entered into its official minutes.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Agenda Item No.: 25-0988 **Meeting Date:** 12/17/2025

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

Scope of Work: The purpose of this Agreement is for the City of South Fulton to provide fire protection, fire suppression, emergency medical response, community risk reduction, disaster mitigation, rescue, hazardous material response, technical rescue, ancillary fire services and support assistance, and first response non-transport emergency medical services within the specific boundaries of the unincorporated portion of Fulton County, Georgia. The City of South Fulton (City) will provide the services listed above consistent with the overall quality of services provided throughout the city. This Agreement shall be effective January 1, 2026 and ending on December 31, 2026. This Agreement may renew on January 1st of each successive year for up to three (3) years. This Agreement may not be renewed or enforced beyond December 31, 2029. Renewal of this Agreement shall require written notice by both the County and the City and shall not be automatic. The County's funding obligation annually is the amount of Four Hundred Fifty-Six Thousand ($456,250.00) Two Hundred and Fifty Dollars and Zero Cents which shall be remitted to the City in monthly payments of Thirty-Eight Thousand and Twenty Dollars and Eighty-Four Cents ($38,020.84)

Community Impact: Fulton County, Georgia is responsible for providing fire protection, fire suppression, emergency medical response, community risk reduction, disaster mitigation, rescue, hazardous material response, technical rescue, ancillary fire services and support assistance, and first response non-transport emergency medical services within the specific boundaries of the unincorporated portion of Fulton County, Georgia. By way of this IGA, Fulton County, Georgia will leverage the services of the City of South Fulton Fire Rescue Department to provide these municipal level services.

Department Recommendation: The department recommends Board of Commissioners approve this agenda item

Project Implications: Since Fulton County, Georgia no longer operates a full-time fire rescue department to provide essential services-including fire protection, fire suppression, emergency medical response, community risk reduction, disaster mitigation, rescue operations, hazardous materials response, technical rescue, ancillary fire services, and first response non-transport emergency medical services-an Intergovernmental Agreement (IGA) with a qualified municipal fire rescue department is necessary to ensure the continued delivery of these critical public safety functions. While Fulton County is establishing a limited fire department presence to support specific operational needs at the Fulton County Executive Airport - Brownfield, this IGA will remain in effect to ensure comprehensive fire rescue coverage beyond those limited hours and on a continuous 24-hour basis for the designated unincorporated areas of the County.

Community Issues/Concerns: No particular issues or concerns have been raised by internal/external partners.

Department Issues/Concerns: No issues or concerns have been identified at this time.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into this 1st day of January 2026, by and between THE CITY OF SOUTH FULTON, GEORGIA, a municipal corporation of the State of Georgia (referred hereto as "the City") and FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (referred hereto as "the County").

WITNESSETH

WHEREAS, the City and County have contiguous boundaries; and

WHEREAS, the County is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City is a municipality organized under the Laws of the State of Georgia, acting by and through its duly elected City Council; and

WHEREAS, the Georgia Constitution, ARTICLE IX, § 2, 3 prohibits cities and counties from exercising governmental authority within each other's boundaries except by intergovernmental agreement or as otherwise provided by law; and

WHEREAS, the County and City desire to enter into this Intergovernmental Agreement ("Agreement") for the City to provide fire protection, fire suppression, emergency medical response, community risk reduction, disaster mitigation, rescue, hazardous material response, technical rescue, ancillary fire services, and support assistance, and first response non-transport emergency medical services within specific boundaries of the County; and

WHEREAS, the County and the City are determined to provide the best possible protection to their citizens to prevent disastrous incidents from occurring and maximize lifesaving and property-saving opportunities when disastrous incidents do occur by sharing and using their resources in the most effective and efficient manner possible; and

WHEREAS, the City maintains and staffs a fire department for fire protection, fire suppression, emergency medical response, community risk reduction, disaster mitigation, rescue, hazardous material response, technical rescue, ancillary fire services, and support assistance, and first response non-transport emergency medical services; and

WHEREAS, the City owns and maintains fire suppression, protection, prevention, rescue, emergency medical response, hazardous material response, technical rescue and ancillary fire services and support equipment; and

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

PURPOSE AND INTENT- 1.0

1(a): The purpose of this Agreement is for the City to provide fire protection, fire suppression, emergency medical response, community risk reduction, disaster mitigation, rescue, hazardous material response, technical rescue, ancillary fire services, and support assistance, and first response non-transport emergency medical services within specific areas of the County, as defined in Addendum A to this Agreement.

1(b): The City, therefore, agrees to provide the specific areas of the County with services consistent with the overall quality of services provided throughout the City. Those services provided by the City will include, but not be limited to:

1(b)(1): Public education and safety services in the specific areas of the County covered by this Agreement which is consistent with those provided in other areas of the City;

1(b)(2): Operation consistent with the City's Fire Rescue Standard Operating Procedures.

1(b)(3): Inspection and enforcement of the County Fire Codes within the area defined in Addendum A, via a designated Fire Marshal. Any fines or fees charged pursuant to these functions will be remitted to the City; and

1(b)(4): Operation in conjunction with the County Information Technology Infrastructure, including but not limited to RMS and fire applications.

1(c): The County will pay for the costs of providing such services as agreed upon within this Agreement and cooperate with the City in the provision of these fire rescue services.

TERMS AND DEFINITIONS - 2.0

For the purposes of this Agreement, the following terms shall be defined as:

2(a): *Call-For-Service* means a request received from the public through the 911 system requiring a Fire Department Services response or assistance.

2(b): *Fire and Rescue Department Services* means fire protection, fire suppression, emergency medical response, community risk reduction, disaster mitigation, rescue, hazardous material response, technical rescue, ancillary fire services and support assistance, and first response non-transport emergency medical services provided by City Fire Department members.

2(c): *Fleet and Rescue Maintenance* means preventative maintenance, safety inspections, and minor repairs for City fire trucks other motor vehicles, facilities, and equipment operated for the purpose of fulfilling obligations under this Agreement.

2(d): *Airport Rescue Firefighting* means County employees who are assigned to Charlie Brown Airport for the sole purpose of responding to aviation crashes, fires, and calls.

TERM OF AGREEMENT - 3.0

3(a): This Agreement shall be effective beginning January 1, 2026, and ending on December 31, 2026. This Agreement may renew on January 1st of each successive year for up to three (3) years

only by written consent of the parties. This Agreement may not be renewed or enforced beyond January 1, 2029. Renewal of this Agreement shall require written notice by both the County and the City and shall not be automatic.

3(b): Nothing in this article shall preclude termination pursuant to section 13.

COMPENSATION - 4.0

4(a): For fire and rescue services to be rendered pursuant to this Agreement, the County shall pay to the City an annual amount of Four Hundred Fifty-Six Thousand Two Hundred and Fifty Dollars and Zero Cents ($456,250.00) which shall be remitted to the City in monthly payments of Thirty-Eight Thousand and Twenty Dollars and Eighty-Four Cents ($38,020.84). All invoices shall be submitted to the address below no later than the fifth (5th) of every month, with the understanding that the City's failure to submit an invoice by said date shall not permit County to withhold any payment under this Agreement:

Fulton County Department of Finance
141 Pryor Street, SW, Suite 7001
Atlanta, Georgia 30303

4(b): The parties agree that the annual amount of this Agreement is subject to an increase based upon the consumer price index because of inflation on the real value of money. Should the annual amount need to be modified in any manner, the modification shall be approved in writing by both the County and the City.

4(c): The City agrees to track and account for all fines and fees recovered by the Fire Marshal as a result of inspections, plan reviews, blasting permits, and construction permits, and enforcement of the County Fire Codes within the area defined in Addendum A.

4(d): Nothing herein shall operate to bar recovery of funds by either jurisdiction from any state or federal agency under any existing statutes.

CITY FIRE DEPARTMENT SERVICES - 5.0

5(a): The City Fire Department will automatically respond and utilize resources when providing fire protection, fire suppression, emergency medical response, community risk reduction, disaster mitigation, rescue, hazardous material response, technical rescue, ancillary fire services and support assistance; and first response non-transport emergency medical services in the contiguous geographic service areas of Fulton County defined in Addendum A, on a continual 24-hour per day basis in accordance with Georgia law, County Ordinances and City Ordinances.

5(b): The City Fire Department shall provide the equivalent of comparably equipped unit(s) as determined by ICS-420-1 and staffed with a minimum of three members in each instance of emergency based on local conditions at the time of emergency.

5(c): The City Fire Department units will respond to all calls-for-service within the specific jurisdictional limits of the County identified in Addendum A, as dispatched through the County's 911 system.

5(d): The City Fire Department unit(s) shall be deemed the primary responder in the areas identified in Addendum A and shall make every reasonable effort to meet all existing performance metrics as noted for EMS and Fire with response targets of 7:59 and 8:12 minutes or less respectively while maintaining safe operations, consistent with the departmental average response time.

5(e): The City Fire Department will respond to and render aid in emergency, lifesaving, and in-progress fire incidents occurring inside the boundaries of the County, and to locations covered by existing County mutual aid agreements.

5(f): The City Fire Department units shall make every reasonable effort to maintain an average emergency response time goal of 8:12 minutes or less, 90% of the time, while maintaining safe operations, consistent with the departmental average. The City shall have the opportunity to provide exceptions to response time issues, i.e., natural and man-made disasters, interruption of voice or data transmission, storms, and road closures. If the City consistently fails to meet the levels of service outlined herein, which failure has been communicated in writing by the action of the Fulton County Board of Commissioners to the City on more than one occasion, the City Fire Chief, City Manager, the Fulton County Manager, and/or the Fulton County Manager's designee(s) will meet to address the causes and remedies for the response time issues. If the issues cannot be resolved to the County's satisfaction, consistent with the terms of this Agreement, the failure to address the service delivery standards specified herein shall be a material breach of this Agreement and serve as a basis for termination of the Agreement at the County's discretion.

5(g) Charlie Brown Airport: The City Fire Department will respond to the airport for Structural fire calls, Alarm Bells, Emergency Medical Calls, and Hazardous Material Calls. The City department will provide the Fire Marshal and Emergency response to the airport buildings. The City Fire Department will respond as mutual aid for aviation calls. The County department will be responsible for all aviation-related calls when the department is in service. The City Fire Department will maintain a level of basic aviation firefighting certifications at Station 11 for automatic aid functions. The city welcomes mutual aid training and other means of collaboration to provide world-class service.

ANCILLARY FIRE SERVICES - 6.0

6(a): The City will provide ancillary services to the contiguous geographic service area of Fulton County as defined in Addendum A. In addition to fire suppression and rescue services, the City Fire Department's operations include arson investigation; public education and community risk reduction; safety and member services including training; advanced life support services; hazardous materials amelioration; technical rescue services; homeland security efforts; and other services targeted to prevent accident and injury by raising public awareness of potential fire hazards and by identifying non-compliant situations.

6(b): The City will provide fire safety inspections and fire code enforcement within the contiguous geographic service areas of Fulton County, as defined in Addendum A, during this Agreement. Revenue generated from fire safety inspections shall be remitted to the City. The Fire Marshal's office will provide all FMO responsibilities to include but not be limited to fire

inspections (50%, 80% and 100%) on a schedule that corresponds to the International Fire Code (IFC) definition of occupancy type. Plan review will also be a part of the responsibilities covered by the FMO, with an approximate turnaround time of 25 days from submittal. All architectural, sprinkler and fire alarm plans are to be submitted electronically using the City's plan review platform. There will also be included in the FMO office response an initial fire investigatory effort until the FAA or other federal agency is required.

6(c): During the pendency of this Agreement, the City will provide the same administrative and support services attendant to the operation of a Fire Department.

6(d): The City is financially responsible for the replacement of vehicles or other fire equipment necessary to perform the City's obligations under this Agreement that become damaged or inoperable during the term of this Agreement. Normal wear and tear and maintenance costs are included in the fee paid by the County for fire services.

MANAGEMENT OF FIRE RESCUE SERVICES - 7.0

7(a): The City Fire Chief will direct the daily fire department operations in the area of the County as defined in Addendum A, effectuate the County's fire prevention priorities, manage the delivery of fire department services, and ensure that the comprehensive fire and emergency medical needs of the areas of the County, as defined in Addendum A, are adequately met. The City's Fire Chief, or his/her designee, will coordinate directly with and provide necessary statistical data to the County Manager's designee. The City's Fire Chief, or his/her designee, will provide timely notifications and updates regarding any incident that occurs within the area covered under this agreement to the County Manager's designee upon request.

7(b): All City Fire Department personnel assigned to the service areas of Fulton County defined in Addendum A, as well as any other sworn personnel firefighting and support personnel shall remain under the command of the City's Fire Chief.

7(c): The City Manager will promptly address concerns expressed by the Fulton County Manager, or his/her designee, regarding the performance of fire department personnel pursuant to the City's written personnel policies and procedures.

7(d): In the event the Fulton County Manager becomes dissatisfied with the performance of any sworn or civilian personnel assigned to the County, the County Manager, or his/her designee, shall discuss the concerns with the City Manager, as appropriate. The City Manager shall provide the County Manager with prompt written notice of any resignation, or termination of Fire Department personnel assigned to the services areas of Fulton County as defined in Addendum A.

EQUIPMENT - 8.0

8(a): The City shall provide uniformed firefighters, of any rank, with the City's own standard support equipment necessary to carry out the services and functions contemplated by this Agreement.

8(b): The City shall furnish and maintain in good working condition for the benefit of the County, all necessary emergency facilities and equipment necessary and proper to perform the services, duties, and responsibilities described in this Agreement.

8(c): The City shall furnish each City fire engine, medical response units, ladder truck, Hazardous material unit, and battalion vehicle with standard support equipment as necessary and appropriate to carry out services contemplated by this Agreement.

8(d): The City will NOT furnish Airport Rescue Firefighting ("ARFF") equipment or apparatus, nor will the City operate ARFF equipment.

RECORDKEEPING AND REPORTING - 9.0

9(a): The City Fire Department will work with the County to address all state record requirements.

9(b): The City shall prepare and deliver monthly reports to the Fulton County Director of Emergency Management or his/her designee and shall use best efforts to deliver such reports by the fifth (5^{th}) day of the month, with the understanding that City closures or personnel matters may cause reasonable delays. The reports shall describe the type and number of calls for fire and first responder non-transport emergency medical services responded to by the City Fire Department within the area covered by this Agreement. In addition, this report should include Call Received, Dispatch Times, Enroute Times, On-Scene Times, and Clear Times for all units involved in the calls noted in this section.

9(c): Except as limited by any provision of state or federal law, the County may request germane City data and records to ensure compliance with this Agreement. The City Attorney and City Fire Chief shall review and approve such requests and will not unreasonably withhold such approvals.

9(d): The City Fire Department shall document incidents within the area covered by this Agreement using the equipment and records management system (RMS) typically used by the City. The City shall be responsible for all costs associated with the RMS system.

EVENT OF DEFAULT - 10.0

An event of default shall mean a material breach of this Agreement follows:

10(a): The City:

1. Repeatedly disregards local priorities established by the Fulton County Board of Commissioners, which the City is required to observe by this Agreement, and which have been communicated in writing by action of the Fulton County Board of Commissioners to the City on more than one occasion; or

2. The City consistently fails to meet the levels of service outlined in this Agreement, which failure has been communicated in writing by action of the Fulton County Board of Commissioners to the City on more than one occasion.

10(b): The County fails to make prompt payment as required in Section 4.0, which failure has been communicated in writing by the City, without cure within a reasonable period of time.

10(c): If an event of default occurs pursuant to this Agreement, the non-defaulting party shall have the right in its sole discretion to terminate this Agreement pursuant to Section 13.

THIRD-PARTY BENEFICIARIES - 11.0

This Agreement shall not be construed as or deemed to be, an agreement for the benefit to any third party or parties, and no third parties shall have any right of action hereunder for any cause whatsoever.

ENTIRE AGREEMENT - 12.0

12(a): This Agreement shall constitute the entire Agreement between the parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

12(b): This Agreement shall be the sole instrument for the provision of emergency fire and rescue services between the parties.

TERMINATION - 13.0

13(a): Either Party to this Agreement may terminate the Agreement by giving not less than ninety (90) days advance written notice to the other party.

13(b): Upon termination of this Agreement, the County will be eligible for a prorated reimbursement of funds for service(s) not provided under this Agreement.

SEVERABILITY OF TERMS - 14.0

In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

GOVERNING LAW - 15.0

This Agreement shall be governed in all respects by the laws of the State of Georgia.

IN WITNESS WHEREOF, we have caused this Agreement to be executed on the date appearing above.

CITY OF SOUTH FULTON, GEORGIA

By: _____
khalid kamau, Mayor
City of South Fulton

Approved as to form

_____
Sara D. E. Kelly, Interim City Attorney

Attested to by:

_____ 11/24/25
Corey Adams, City Clerk

CITY SEAL

FULTON COUNTY, GEORGIA

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

Attested to by:

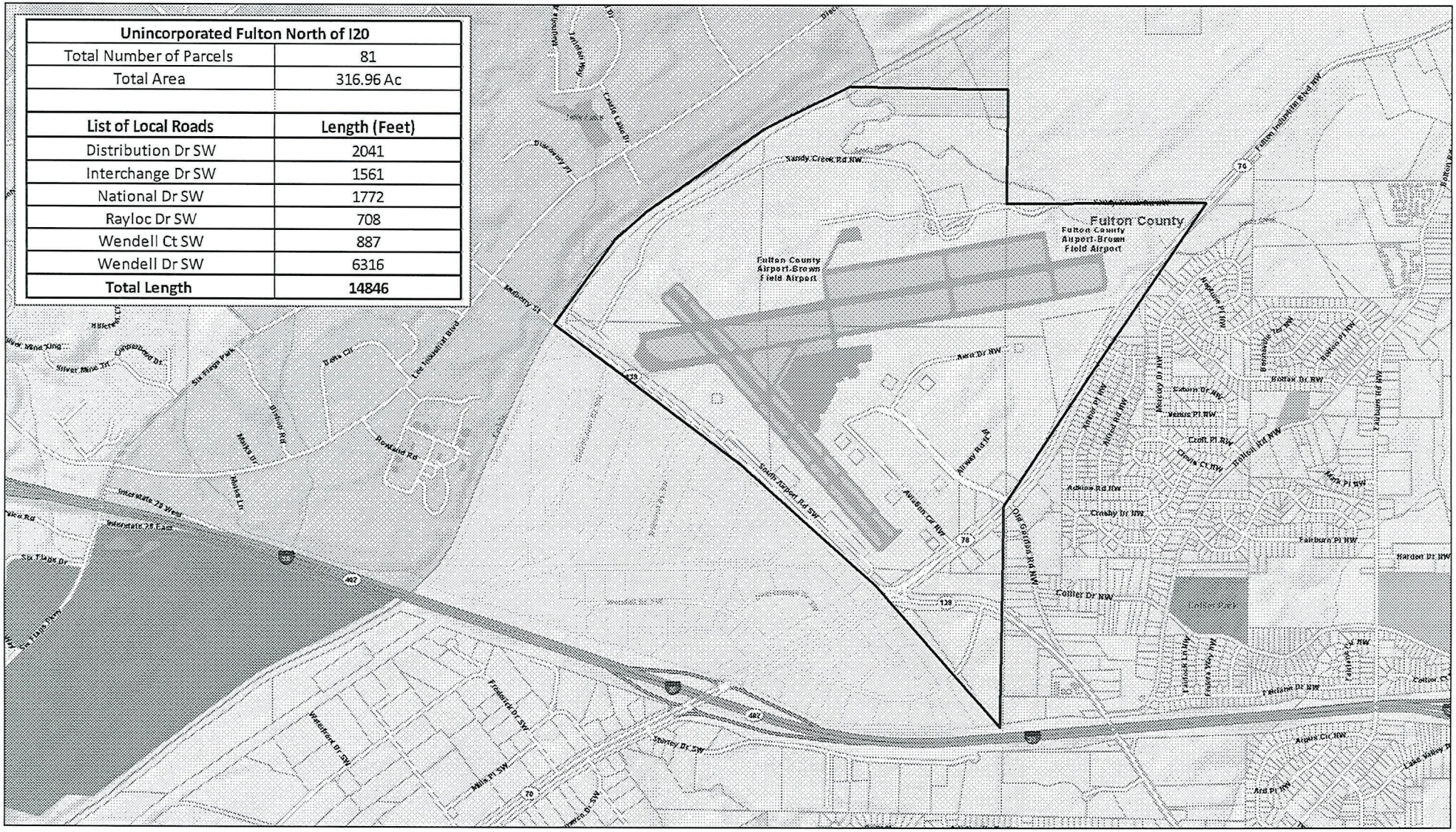
COUNTY SEAL

_____
Tonya R. Grier, Clerk

Approved as to form:

By: _____
Y. Soo Jo, County Attorney

Unincorporated Fulton North of I20	
Total Number of Parcels	81
Total Area	316.96 Ac
List of Local Roads	**Length (Feet)**
Distribution Dr SW	2041
Interchange Dr SW	1561
National Dr SW	1772
Rayloc Dr SW	708
Wendell Ct SW	887
Wendell Dr SW	6316
Total Length	**14846**


Fulton County
Fulton County Airport-Brown Field Airport
Fulton County Airport-Brown Field Airport
Sandy Creek Rd NW
Fulton Industrial Blvd
Aviation Cir NW
Airway Rd SW
South Airport Rd SW
Old Gordon Rd NW
Collier Dr NW
Interstate 75 West
Interstate 75 East
Lee Industrial Blvd
Bowdoin Rd
Mellon Ln
Mellon Ct
Davis Ct
Silver Mine Trl
Six Flags Dr
Six Flags Pkwy
Discovery Pl
Lenfield Way
Crystal Lake Dr
Westfield Dr SW
Frederick Dr SW
Stanley Dr SW
Mills Pl SW
Lowery Dr SW
Airport Cir NW
Lake Valley Dr
Ard Pl NW
Fairburn Pl NW
Harbert Dr NW
Crosby Dr NW
Adkins Rd NW
Croft Pl NW
Elbert Rd NW
Aviation Pl NW
Aviation Rd NW
Bonnie Pl NW
Bonnie Ter NW
Horton Dr NW
Edwin Dr NW
Wallace Pl NW
Kelsey Dr NW
Fairburn Pl NW
Maple Pl NW
Cedar Ct NW
Aviation Rd NW
Aviation Pl NW
Aero Dr NW
Collier Park
Fairburn Pl NW
Fairburn Dr NW
Cedar Ct NW
Valley Pl NW
Valley View Way NW
Valley Ct NW
Valley Dr NW
Valley Rd NW
Valley Trl NW
Valley Way NW
Valley Ln NW
Valley Cir

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0989 **Meeting Date:** 12/17/2025

Department
Emergency Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to amend an existing contract - Emergency Management, Fulton County Animal Services, 23RFP052223C-MH, Animal Services with Lifeline Animal Project, Inc (Avondale Estates, GA) to amend the existing contract to modify the scope of work; to clarify the role of the Animal Services Contract Administrator; and, to adjust compensation based on the revised scope of work; authorizing the County Attorney to approve the Amendment and related documents as to form and to make modifications thereto prior to execution. Effective January 1, 2026.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background This contract provides animal services to include all personnel, supplies, utilities and equipment for the unincorporated areas of Fulton County as well as the cities of Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton and Union City. The cost of this contract is shared with the 15 municipalities that we serve, as well as unincorporated Fulton

County.

This request is to amend the existing contract as follows:

1. The Contractor shall only be responsible for the Care of Animals and the operation of the Animal Services Center, Veterinary Clinic, Center Staff (Non-Enforcement) to provide for animal care, disposition, animal licensing and customer service.

2. The County, Fulton County Police Department, will be responsible for Enforcement and Service Response, Enforcement Staff Field and Dispatch Personnel.

3. The Contractor will report directly to the Animal Services Contract Administrator, who shall serve as the County's primary point of contact for the administration of the contract and responsible for the day-to-day operations.

4. To amend the existing to modify the scope of work as detailed in Exhibit 1.

5. To modify Article 10, Compensation, of the Contract Agreement, based on the amended scope of work shall be modified as follows:

If renewed by the Board of Commissioners, the compensation for subsequent years contract amount includes cost adjustment increases per year and the cost per year are not to exceed the annual costs listed below:

Option Year	Start Date	End Date	Amount Not to Exceed
1	January 1, 2026	December 31, 2026	$7,440,000.00
2	January 1, 2027	December 31, 2027	$7,663,200.00
3	January 1, 2028	December 31, 2028	$7,893,096.00
4	January 1, 2029	December 31, 2029	$8,129,888.80

Lifeline will continue to receive at least a 3% increase in its compensation each year for 2027, 2028 and 2029, pending annual renewal by the Fulton County Board of Commissioners.

Community Impact: The transition of animal field services from Lifeline Animal Services to the Fulton County Police Department (FCPD) is expected to produce significant positive impacts on public safety, service delivery, and overall community welfare. Consolidating field operations under FCPD will enhance response efficiency, strengthen enforcement authority, and provide a more unified approach to addressing animal-related incidents throughout Fulton County.

Department Recommendation: The Department of Emergency Management recommends approval.

Project Implications: None

Community Issues/Concerns: Without the amendment, current staffing and resource levels will remain inadequate to meet service demand. This may result in increased response times for Priority

1-3 calls, delayed investigations, and reduced capacity to address public safety concerns involving aggressive or stray animals.

Department Issues/Concerns: Meeting state-mandated requirements (Rabies control), contractual KPIs, and documentation standards requires additional administrative capacity. Inconsistent or incomplete reporting from various systems (CAD, shelter software, court records) creates gaps that require manual reconciliation and follow-up.

Contract Modification:

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	23-0785	11/1/2023	$9,080,000.00
Extension No. 1	24-0905	12/18/2024	$4,540,000.00
Extension No. 2	25-0460	6/18/2025	$4,540,000.00
Amendment No. 1			**$0.00**
Total Revised Amount			$18,160,000.00

Contract & Compliance Information

Contract Value: **$Contract Amendment - No Cost**

Prime Vendor: **Lifeline Animal Project**
Prime Status: **Non-Minority**
Location: **College Park, GA**
County: **Fulton County**
Prime Value: **$Contract Amendment - No Cost**

Total Contract Value: **$Contract Amendment - No Cost**
Total Certified Value: **$Contract Amendment - No Cost**

Exhibits Attached

Exhibit 1: Amendment No. 1 to Form of Agreement
Exhibit 2: Performance Evaluation

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

Joseph Barasoain, Director, FC Emergency Management/Animal Services Division

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$9,080,000.00
Previous Adjustments:	$9,080,000.00
This Request:	$0.00
TOTAL:	$18,160,000.00

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:

100-335-S210-1215: General, Emergency Management, Cont-Animal Control

Key Contract Terms	
Start Date: 1/1/2026	**End Date:**
Cost Adjustment:	**Renewal/Extension Terms**: Fo renewal options remain

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Yes

Report Period Start: **Report Period End:**

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: Lifeline Animal Project, Inc.

Contract No. 23RFP052223C-MH, Animal Services

Address: 3180 Presidential Drive
City, State Atlanta, GA 30340

Telephone: (404) 272-2305

E-mail: rguinn@lifelineanimal.org

Contact: Rebecca Guinn
President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Lifeline Animal Project, Inc. to provide animal services dated January 1, 2024, on behalf of the Department of Emergency Management Services, Division of Animal Services; and

WHEREAS, the County wishes to amend the existing contract to modify the scope of work; to clarify the role of the Animal Services Contract Administrator; and, to adjust compensation based on the revised scope of work; 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 [Insert Board of Commissioners approval date and item number].

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 _____, 2025, between the County and Lifeline Animal Project, 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 effective as of January 1, 2026.

1. **MODIFICATIONS TO THE AGREEMENT:** Listed below are the modifications to the existing Agreement:

   I. Exhibit C, Scope of Work, shall be modified as follows:

   a. Sec. 1. Enforcement & Service Response (pp. 28-30), the Contractor shall only be

responsible for the Care of Animals and the operation of the Animal Services Center, Veterinary Clinic, Center Staff (Non-Enforcement) to provide for animal care, disposition, animal licensing and customer service.

b. The County will be responsible for Enforcement and Service Response, Enforcement Staff Field and Dispatch Personnel.

c. The Contractor will report directly to the Animal Services Contract Administrator, who shall serve as the County's primary point of contact for the administration of the contract and responsible for the day-to-day operations.

II. Exhibit C, Scope of Work, shall be modified to add the following requirements:

a. Lifeline will only accept animals owned or found within Fulton County.

b. Lifeline will adhere to mutually accepted shelter capacity indicators.

c. Lifeline will ensure all animals are spayed or neutered upon completion of the adoption process, except in cases where a veterinarian has determined that the spay or neuter procedure should be delayed or should not performed for medical reasons. (This requirement is already within the existing Scope of Work.)

d. Lifeline will promptly respond to facility-related requests from the Contract Administrator within 24 hours for at least 90% of all such requests. Additionally, Contractor will provide immediate responses to any requests that involve life safety issues.

e. Lifeline will ensure the prevention of outbreaks for diseases in compliance with regulations promulgated by the Georgia Department of Agriculture.

f. For facility repairs, Lifeline will promptly submit work orders through the system designated by the County. The Contract Administrator will ensure Lifeline's staff receive training on the County's work order system.

g. Lifeline will hold at least 6 adoption events (one in each of the Commissioner Districts 1-6) each year, to be determined, coordinated, and scheduled by the External Affairs Department or Commissioner's staff, with Lifeline's expenditures not to exceed $2,500 per event.

h. Lifeline will ensure that staff and volunteers will walk animals only in outdoor areas designated by the Contract Administrator. Because the animal intake entrance is not adjacent to the facility's main parking lot, Lifeline will ensure that the walkway and grounds between the main parking lot and intake entrance are cleaned regularly during business hours.

i. Reporting of bites staff/public, to be determined.

III. Scope of Work, Sec. 9. Performance Standards (p. 34), shall be modified to include key performance metrics (KPI) for each performance measure to determine whether

business process benchmarks are being met as follows:

a. Lifeline will maintain at least 90% of shelter services staffing levels, if levels go below targeted level, County has the right to review and discuss, 90 days.

b. Lifeline will promptly respond to facility-related requests from the Contract Administrator within 24 hours for at least 90% of all such requests. Additionally, Contractor will provide immediate responses to any requests that involve life safety issues.

c. Lifeline will maintain a save rate of 85% minimum on average. Save rate is calculated as (Total Intake - DOA - Non-Live Outcomes) / (Total Intake - DOA). "Non-Live Outcomes" include animals that have been euthanized, died in care, or lost in care.

d. Lifeline will ensure that 100% of all staff are adequately trained on protocol and procedures within 90 days of starting.

e. If there is any facility damage from misuse by staff/volunteers, repair costs will be withheld from the next month's payment once the facility maintenance vendor submits a proposal for the repairs. Lifeline should notify the Contract Administrator of such damage within 48 hours, at least 95% of the time.

f. Lifeline will ensure that data entered into systems for reporting is accurate at least 90% of the time to ensure information and reporting is correct. Each month's shelter data will be finalized by the end of the fifth business day of the following month.

IV. Scope of Work, Sec. 11. Facility, Furnishings, Capital Equipment & Supplies, "Operating Supplies," (p. 36), 10th bullet point "ASO(s) equipment (e.g. bags, first aid kits, flashlights)" is removed.

V. Scope of Work, Sec. 12. Vehicles (p. 37) shall be modified to be determined.

VI. Scope of Work, Sec. 13. Radio Equipment (p. 37) shall be modified to be determined.

VII. Scope of Work, Sec 14. Personnel, Minimum Staffing, shall be modified to remove Enforcement Staff Field and Dispatch Personnel for a total of 30 positions identified on Table 1: Enforcement Staff & Dispatch Personnel.

VIII. Sec. 14. Personnel, "Minimum Staffing, shall be modified to remove" Table 1: Enforcement Staff Field and Dispatch Personnel (p. 38).

IX. Sec. 14. Personnel, "Training," shall be modified to remove paragraphs 5 & 6 pertaining to NACA training (p. 45).

X. Sec. 16. Records & Reports, “Year-to-Date Records”, (p. 47.) shall be modified to remove numbered items 1, 2, 3, 4, 5, 6, 7, 15, 18, 19, and 23.

XI. Sec. 16. Records & Reports, “Quarterly Monthly Reports,” (pp. 47-48) shall be modified to remove numbered items 1, 2, 3, 4, 5, 6, 7, 8, 9, 14, and 19.

XII. Sec. 16. Records & Reports, “Policy and Procedures,” (p. 49), shall be modified to remove the second bullet point pertaining to Field Services.

XIII. Article 10, Compensation, of the Contract Agreement, shall be modified as follows:

If renewed by the Board of Commissioners, the compensation for subsequent years contract amount includes cost adjustment increases per year for Animal Center and Veterinary Clinic services and the cost per year are not to exceed the annual costs listed below:

Option Year	Start Date	End Date	Amount Not to Exceed
1	January 1, 2026	December 31, 2026	$7,440,000.00
2	January 1, 2027	December 31, 2027	$7,663,200.00
3	January 1, 2028	December 31, 2028	$7,893,096.00
4	January 1, 2029	December 31, 2029	$8,129,888.80

Lifeline will continue to receive at least a 3% increase in its compensation each year for 2027, 2028 and 2029, pending annual renewal by the Fulton County Board of Commissioners.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor as detailed in Section XIII of this amendment.

3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Joseph Barasoain, Director
Emergency Management & Homeland Security Agency

CONTRACTOR:

LIFELINE ANIMAL PROJECT, INC.

Rebecca Guinn
CEO

ITEM#: _____ RM: _____	**ITEM#: _____ 2ND RM: _____**
REGULAR MEETING	**SECOND REGULAR MEETING**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0892 **Meeting Date:** 12/17/2025

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

Request approval of a Resolution directing the County Manager to include on an annual basis funding in an amount not to exceed one million dollars ($1,000,000.00) for the Fulton County Veterans' Community Services Grant Program to support services and programs for veterans residing in Fulton County, Georgia; and for other purposes. **(Arrington/Barrett/Ivory) (MOTION TO APPROVE AS AMENDED FAILED ON 11/19/25 AND 12/3/25)**

A RESOLUTION DIRECTING THE COUNTY MANAGER TO INCLUDE ON AN ANNUAL BASIS FUNDING IN AN AMOUNT NOT TO EXCEED ONE MILLION DOLLARS ($1,000,000.00) FOR THE FULTON COUNTY VETERANS' COMMUNITY SERVICES GRANT PROGRAM TO SUPPORT SERVICES AND PROGRAMS FOR VETERANS RESIDING IN FULTON COUNTY, GEORGIA; AND FOR OTHER PURPOSES.

WHEREAS, according to the United States Department of Veterans Affairs, U.S. service members returning to civilian life have difficulty reconnecting with family and re-establishing a role in the family; joining or creating a community; preparing to enter to the civilian workforce or returning to a civilian job; creating structure; providing food, clothing and housing for themselves; establishing services such as medical, dental, insurance, or other service benefits; and are at greater risk for suicide and homelessness than those who have not served in the U.S. military; and

WHEREAS, the Fulton County Board of Commissioners believes that providing funding for veterans programs will benefit all citizens of Fulton County by assisting the veteran population residing in Fulton County with their transition to civilian life and dealing with the unique challenges facing the veteran population; and

WHEREAS, Fulton County has developed a community services grant program to fund veterans organizations that support the wellbeing of veterans residing in Fulton County that will focus on three key areas: (1) Economic Stability/Poverty; (2) Health & Wellness; and (3) Homeless & Housing; and

WHEREAS, the Board of Commissioners finds it to be in the best interest of County citizens to reaffirm the annual funding allocation of an amount not to exceed $1,000,000.00 in the Fulton County budget for use by the Fulton County Veterans

Community Services grant program, when implemented, to support services and programs for veterans residing in Fulton County, Georgia; and

WHEREAS, funding for the Fulton County Veterans Community Services grant program is authorized pursuant to O.C.G.A. § 36-1-19.1, which allows Fulton County to appropriate money for, and the making of grants or contributions, to any corporation, association, institution, or individual for purely charitable purposes, provided that the activities funded by any such grants or contributions shall take place within the county making such grant or contribution and is in the form of contracts for services.

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners hereby reaffirms funding of an annual amount not to exceed $1,000,000.00 (One Million Dollars), to be allocated for the Fulton County Veterans Community Services grant program to support various programs and services for veterans residing in Fulton County.

BE IT FURTHER RESOLVED, that the Board of Commissioners hereby directs the County Manager and the Finance Department to ensure that the funding allocation is made available to the Fulton County Veterans Community Services grant program on an annual basis to implement the grant program to serve our veteran population.

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

SO PASSED AND ADOPTED, this _____ day of November, 2025.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

_____
Marvin S. Arrington, Jr.
Commissioner, District 5

ATTEST:

_____
Tonya R. Grier, Clerk of Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo
County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0895 **Meeting Date:** 12/17/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution of the Fulton County Board of Commissioners amending policies limiting the use of Fulton County staff for certain events by members of the Fulton County Board of Commissioners; and for other purposes. **(Ellis/Thorne) (HELD ON 11/19/25 AND 12/3/25)**

A RESOLUTION OF THE FULTON COUNTY BOARD OF COMMISSIONERS AMENDING POLICIES LIMITING THE USE OF FULTON COUNTY STAFF FOR CERTAIN EVENTS BY MEMBERS OF THE FULTON COUNTY BOARD OF COMMISSIONERS; AND FOR OTHER PURPOSES.

WHEREAS, the members of the Fulton County Board of Commissioners ("BOC") hold and participate in various events in their districts and throughout Fulton County (the "County") in their roles as elected officials and as representatives of their constituents and the County; and

WHEREAS, Commissioners often utilize their own office staff to assist with such events but also sometimes seek to utilize the services of staff from other County departments and entities ("County staff") for events, including staff from the Department of External Affairs and FGTV; and

WHEREAS, the BOC finds it to be in the best interest of the County and County staff for Commissioners to prioritize utilization of their own staff at Commissioner events and limit other County staff involvement at such events; and

WHEREAS, the BOC finds it to be in the best interest of the County for the BOC to implement certain policies limiting County staff involvement in Commissioner events and instead utilize their own staff; and

WHEREAS, pursuant to the County's home rule powers found in the Constitution of the State of Georgia, Art. 9, § 2, ¶ 1(a), the BOC is authorized to adopt reasonable ordinances, resolutions, or regulations relating to the County's affairs for which no provision has been made by general law and which are not inconsistent with the Constitution or any local law applicable thereto; and

WHEREAS, on April 17, 2024, the BOC adopted Resolution 24-0247 setting out policies and limitations for use of County staff by BOC members at events held or participated in by BOC members; and

WHEREAS, the BOC desires to amend policies limiting Commissioners' use of County

staff at events held or participated in by BOC members to ensure that the use of County staff does not constitute improper use of County resources, does not negatively impact the routine business of the County, does not interfere with the important day-to-day work performed by County staff, and does not result in unnecessary overtime pay.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby amends Resolution 24-0247 by repealing the policies set forth at Exhibit A thereto, and adopting in their place the provisions set forth in Exhibit A, attached hereto and incorporated herein by reference.

BE IT FINALLY RESOLVED, that this Resolution will take effect upon its adoption and all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 5th day of November 2025.

FULTON COUNTY
BOARD OF COMMISSIONERS

Sponsored by:

_____
Bob Ellis, Vice Chair (District 2)

ATTEST:

_____
Tonya Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

EXHIBIT A

Policies on County Staff Support for Commissioner Events

The following polices are hereby adopted by the Fulton County Board of Commissioners to relieve the burden on County staff as well as prioritize the day-to-day work of the County.

1. Commissioners shall prioritize using their own district staff and budget to support events.

2. Commissioners shall avoid the appearance of using County staff and facilities for campaign purposes. Public outreach about County services should be conducted primarily by individual departments and the Department of External Affairs. Individual Commissioners should generally collaborate and join the efforts of individual departments rather than schedule their own outreach events on behalf of departments.

3. A Commissioner may only request County staff for up to four (4) in-person or virtual town hall events per year. A town hall is defined as an event that is open to the public and hosted by one or more Commissioners, where the Commissioner(s) answer questions presented by members of the public as a significant portion of the event. Town hall events shall take place on weekdays and at a Fulton County facility.

4. Commissioners shall provide any request for County staff participation in support of town hall events in writing to the head of the relevant County department a minimum of 30 days in advance of the event. External Affairs support of such town hall events will be limited to providing publicity and promotion of the event. Department of Real Estate and Asset Management ("DREAM") support of such town hall events will be limited to set-up and tear down, safety controls for equipment or displays and security.

5. County staff selection, participation, and scheduling for town halls is subject to the direction of the department head and not at the direction of an individual commissioner.

6. Department heads may involve County staff, supplies, materials, and equipment for town halls subject to their individual discretion and alignment with departmental goals. Department heads are not obligated to support Commissioner's Town Hall events when it would interfere with their normal operations and departmental goals.

7. Events other than town halls or town halls outside of the limitations noted shall be conducted solely by individual Commissioners and their staff, including funding, set-up, promotion. Commissioners shall not expect County staff to attend or provide supplies, materials, and equipment to such events or events held by a municipality, government agency (other than Fulton County), non-profit, or commercial organization, or to any vendor fairs, NPU meetings/events, grand openings, or ribbon cuttings.

8. County staff shall not be used to boost coverage of a Commissioner's attendance at third party events. For purposes of this section, a third-party event is defined as an event that is not held or funded by a County department or where the event is not approved, held or supported by the full Board of Commissioners. County staff should also not be requested to prepare materials or goody bags for Commissioners

to take to third party events.

9. Events conducted by individual departments and the Department of External Affairs on behalf of the County of individual departments shall be promoted as County sponsored or events sponsored by the full Board of Commissioners.

A RESOLUTION OF THE FULTON COUNTY BOARD OF COMMISSIONERS AMENDING POLICIES LIMITING THE USE OF FULTON COUNTY STAFF FOR CERTAIN EVENTS BY MEMBERS OF THE FULTON COUNTY BOARD OF COMMISSIONERS; AND FOR OTHER PURPOSES.

WHEREAS the members of the Fulton County Board of Commissioners ("BOC") hold and participate in various events in their districts and throughout Fulton County (the "County") in their roles as elected officials and as representatives of their constituents and the County; and

WHEREAS Commissioners often utilize their own office staff to assist with such events but also sometimes seek to utilize the services of staff from other County departments and entities (“County staff”) for events, including staff from the Department of External Affairs and FGTV; and

WHEREAS the BOC finds it to be in the best interest of the County and County staff for Commissioners to prioritize utilization of their own staff at Commissioner events and limit other County staff involvement at such events; and

WHEREAS the BOC finds it to be in the best interest of the County for the BOC to implement certain policies limiting County staff involvement in Commissioner events and instead utilize their own staff; and

WHEREAS, pursuant to the County's home rule powers found in the Constitution of the State of Georgia, Art. 9, § 2, ¶ 1(a), the BOC is authorized to adopt reasonable ordinances, resolutions, or regulations relating to the County's affairs for which no provision has been made by general law and which are not inconsistent with the Constitution or any local law applicable thereto; and

WHEREAS, on April 17, 2024, the BOC adopted Resolution 24-0247 setting out policies and limitations for use of County staff by BOC members at events held or participated in by BOC members; and

WHEREAS, the BOC desires to amend policies limiting Commissioners' use of County staff at events held or participated in by BOC members to ensure that the use of County staff does not constitute improper use of County resources, does not negatively impact the routine business of the County, does not interfere with the important day-to-day work performed by County staff, and does not result in unnecessary overtime pay.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby amends Resolution 24-0247 by repealing the policies set forth at Exhibit A thereto, and

adopting in their place the provisions set forth in Exhibit A, attached hereto and incorporated herein by reference.

BE IT FINALLY RESOLVED that this Resolution will take effect upon its adoption and all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 3rd day of December 2025.

FULTON COUNTY

BOARD OF COMMISSIONERS

Sponsored by:

_____

Bob Ellis, Vice Chair (District 2)

ATTEST:

_____

Tonya Grier, Clerk to the Commission

APPROVED AS TO FORM:

61

62 _____

63 Y. Soo Jo, County Attorney

EXHIBIT A

Policies on County Staff Support for Commissioner Events

The following polices are hereby adopted by the Fulton County Board of Commissioners to relieve the burden on County staff (other than Commissioners' staff) as well as prioritize the day-to-day work of the County.

1. Commissioners shall prioritize using their own district staff and budget to support events.
2. Commissioners shall avoid the appearance of using County staff and facilities for campaign purposes. Public outreach about County services should be conducted primarily by individual departments and the Department of External Affairs. Individual Commissioners should generally collaborate and join the efforts of individual departments rather than schedule their own outreach events on behalf of departments.
3. A Commissioner may only request County staff participation for up to four (4) in-person or virtual town hall events per year. A Town Hall is defined as an event that is open to the public and hosted by one or more Commissioners, where the Commissioner(s) answer questions presented by members of the public as a significant portion of the event. Town Hall events that utilize county staff shall take place on weekdays and at a Fulton County facility. Note that this provision only places limitations on Town Hall events that utilize County staff. Commissioners may use their district staff to conduct as many Town Hall events as desired at any location and time of their choosing.
4. Commissioners shall provide any request for County staff participation in support of Town Hall events in writing to the head of the relevant County department a minimum of 30 days in advance of the event. External Affairs support of such town hall events will be limited to providing publicity and promotion of the event. Department of Real Estate and Asset Management ("DREAM") support of such town hall events will be limited to set-up and tear down, safety controls for equipment or displays and security.

5. County staff selection, participation, and scheduling for Town Halls is subject to the direction of the department head and not at the direction of an individual commissioner.

6. Department heads may involve County staff, supplies, materials, and equipment for Town Halls subject to their individual discretion and alignment with departmental goals. Department heads are not obligated to support a Commissioner's Town Hall events when it would interfere with their normal operations and departmental goals.

7. Events other than Town Halls or Town Halls outside of the limitations noted shall be conducted solely by individual Commissioners and their staff, including funding, set-up, and promotion. Commissioners shall not expect County staff to attend or provide supplies, materials, and equipment to such events or events held by a municipality, government agency (other than Fulton County), non-profit, or commercial organization, or to any vendor fairs, NPU meetings/events, grand openings, or ribbon cuttings.

8. County staff shall not be used to boost coverage of a Commissioner's attendance at third party events. For purposes of this section, a third-party event is defined as an event that is not held or funded by a County department or where the event is not approved, held or supported by the full Board of Commissioners. County staff should also not be requested to prepare materials or goody bags for Commissioners to take to third party events.

9. Events conducted by individual departments and the Department of External Affairs on behalf of the County or individual departments shall be promoted as County sponsored or events sponsored by the full Board of Commissioners.

10. No part of this resolution will prevent Fulton County Police or any other security personnel from attending any Commissioners' event in the numbers deemed necessary for adequate safety and security.

REVISED 12/9/25

A RESOLUTION OF THE FULTON COUFGNTY BOARD OF COMMISSIONERS AMENDING POLICIES LIMITING THE USE OF FULTON COUNTY STAFF FOR CERTAIN EVENTS BY MEMBERS OF THE FULTON COUNTY BOARD OF COMMISSIONERS; AND FOR OTHER PURPOSES.

WHEREAS the members of the Fulton County Board of Commissioners ("BOC") hold and participate in various events in their districts and throughout Fulton County (the "County") in their roles as elected officials and as representatives of their constituents and the County; and

WHEREAS Commissioners often utilize their own office staff to assist with such events but also sometimes seek to utilize the services of staff from other County departments and entities (“County staff”) for events, including staff from the Department of External Affairs and FGTV; and

WHEREAS the BOC finds it to be in the best interest of the County and County staff for Commissioners to prioritize utilization of their own staff at Commissioner events and limit other County staff involvement at such events; and

WHEREAS the BOC finds it to be in the best interest of the County for the BOC to implement certain policies limiting County staff involvement in Commissioner events and instead utilize their own staff; and

WHEREAS, pursuant to the County's home rule powers found in the Constitution of the State of Georgia, Art. 9, § 2, ¶ 1(a), the BOC is authorized to adopt reasonable ordinances, resolutions, or regulations relating to the County's affairs for which no provision has been made by general law and which are not inconsistent with the Constitution or any local law applicable thereto; and

WHEREAS, on April 17, 2024, the BOC adopted Resolution 24-0247 setting out policies and limitations for use of County staff by BOC members at events held or participated in by BOC members; and

WHEREAS, the BOC desires to amend policies limiting Commissioners' use of County staff at events held or participated in by BOC members to ensure that the use of County staff does not constitute improper use of County resources, does not negatively impact the routine business of the County, does not interfere with the important day-to-day work performed by County staff, and does not result in unnecessary overtime pay.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby amends Resolution 24-0247 by repealing the policies set forth at Exhibit A thereto, and

adopting in their place the provisions set forth in Exhibit A, attached hereto and incorporated herein by reference.

BE IT FINALLY RESOLVED that this Resolution will take effect upon its adoption and all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 17th day of December 2025.

FULTON COUNTY

BOARD OF COMMISSIONERS

Sponsored by:

_____

Bob Ellis, Vice Chair (District 2)

ATTEST:

_____

Tonya Grier, Clerk to the Commission

APPROVED AS TO FORM:

61

62 _____

63 Y. Soo Jo, County Attorney

EXHIBIT A

Policies on County Staff Support for Commissioner Events

The following polices are hereby adopted by the Fulton County Board of Commissioners to relieve the burden on County staff (other than Commissioners' staff) as well as prioritize the day-to-day work of the County.

1. Commissioners shall prioritize using their own district staff and budget to support events.
2. Commissioners shall avoid the appearance of using County staff and facilities for campaign purposes. Public outreach about County services should be conducted primarily by individual departments and the Department of External Affairs. Individual Commissioners should generally collaborate and join the efforts of individual departments rather than schedule their own outreach events on behalf of departments.
3. Events conducted by individual departments and the Department of External Affairs on behalf of the County shall be promoted as County sponsored or events sponsored by the full Board of Commissioners.
4. A Commissioner may only request County staff employed by External Affairs, FGTV, DREAM, and IT participation for up to four (4) in-person or virtual town hall events per year. A Town Hall is defined as an event that is open to the public and hosted by one or more Commissioners, where the Commissioner(s) and other parties present information and answer questions presented by members of the public as a significant portion of the event. Town Hall events that utilize county staff employed by External Affairs, FGTV, DREAM, and IT shall take place on weekdays or weeknights and at a Fulton County facility. Note that this provision only places limitations on Town Hall events that utilize County staff employed by External Affairs, FGTV, DREAM, and IT. Commissioners may use their district staff to conduct as many Town Hall events as desired at any location and time of their choosing.
5. Commissioners shall provide any request for County staff participation in support of Town Hall events in writing to the head of the relevant County department a minimum of 14 days in advance of the event. External Affairs support of such town hall events will be limited to providing publicity, promotion

and photography of the event. Department of Real Estate and Asset Management ("DREAM") support of such town hall events will be limited to set-up and tear down, safety controls for equipment or displays and security.

6. There are no limitations on the number of Town Halls County staff (other than External Affairs, FGTV, DREAM and IT) may participate in, but such participation is subject to the discretion of the department head and not required. Department heads may involve County staff, supplies, materials, and equipment for Town Halls subject to their individual discretion and alignment with departmental goals. Department heads are not obligated to support a Commissioner's Town Hall events when it would interfere with their normal operations and departmental goals.
7. Events other than Town Halls shall be conducted solely by individual Commissioners and their staff, including funding, set-up, and promotion. Commissioners shall not expect County staff to attend or provide supplies, materials, and equipment to such events or events held by a municipality, government agency (other than Fulton County), non-profit, or commercial organization, or to any vendor fairs, NPU meetings/events, grand openings, or ribbon cuttings.
8. County staff shall not be used to boost coverage of a Commissioner's attendance at third-party events. For purposes of this section, a third-party event is defined as an event that is not held or funded by a County department or where the event is not approved, held or supported by the full Board of Commissioners. County staff should also not be requested to prepare materials or goody bags for Commissioners to take to third-party events.
9. No part of this resolution will prevent Fulton County Police or any other security personnel from attending any Commissioners' event in the numbers deemed necessary for adequate safety and security.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0935 **Meeting Date:** 12/17/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution to affirm that reproductive rights are human rights; to condemn the criminalization of abortion and related services; to urge the Georgia State Legislature to repeal the six-week abortion ban that endangers lives, and for other purposes. **(Barrett) (MOTION TO APPROVE FAILED ON 12/3/25)**

A RESOLUTION TO AFFIRM THAT REPRODUCTIVE RIGHTS ARE HUMAN RIGHTS; TO CONDEMN THE CRIMINALIZATION OF ABORTION AND RELATED SERVICES; TO URGE THE GEORGIA STATE LEGISLATURE TO REPEAL THE SIX-WEEK ABORTION BAN THAT ENDANGERS LIVES, AND FOR OTHER PURPOSES.

WHEREAS, on June 24, 2022, the United States Supreme Court in *Dobbs v. Jackson Women's Health Organization*, (597 U.S. 215 (2022)) overturned *Roe v. Wade*, (410 U.S. 113 (1973)) and *Planned Parenthood v. Casey*, (50 U.S. 833 (1992)), and eliminated the Federal constitutional right to abortion in the United States; and

WHEREAS, Georgia's Six-Week Abortion Ban (HB 481) was signed into law on May 7, 2019, and, after a series of court challenges, became enforceable on July 20, 2022, following the *Dobbs* decision; and

WHEREAS, the very real fear of criminalization and prosecution under Georgia's Six-Week Abortion Ban is keeping women in Georgia from seeking care and doctors from providing it; and

WHEREAS, at least two metro-Atlanta women, Amber Thurman and Candi Miller, have already died as a result of Georgia's Six-Week Abortion Ban while others have been forced to carry nonviable pregnancies to term; and

WHEREAS, women who miscarry in Georgia are being denied critical treatment, and risk being criminalized for seeking life-saving care; and

WHEREAS, no doctor, nurse, or other healthcare professional should be criminalized for providing essential health care; and

WHEREAS, punishing women for how their pregnancy ends, for the circumstances of their pregnancy, or for accessing essential reproductive and sexual health care violates their human rights; and

WHEREAS the number of Georgia women traveling out of state for abortions spiked from 250 in 2021 to more than 9,000 in 2023; and

WHEREAS the need to travel out of state for reproductive care is not financially or logistically viable for many; and

WHEREAS, Georgia's abortion ban is inherently discriminatory as it disproportionately harms patients who are Black, younger, and in lower socioeconomic status groups; and

WHEREAS, the Fulton County Board of Commissioners (BOC) is committed to addressing health inequity and improving health outcomes, and passed Resolution 25-0896 to address maternal and infant mortality rates; and

WHEREAS, the BOC is committed to ensuring the human rights of all its citizens and recognizes that treaties ratified by the United States should be upheld at the Federal, State, and local level as they are considered the "supreme Law of the Land" under clause 2 of Article VI of the United States Constitution; and

WHEREAS, the United States is bound by the International Covenant on Civil and Political Rights, ratified on June 8, 1992, which protects the rights to life, privacy, equality, and freedom from cruel or inhuman treatment—rights that international experts have repeatedly affirmed apply to women's access to safe and timely reproductive healthcare; and

WHEREAS, the United States is bound by the Convention on the Elimination of All Forms of Racial Discrimination, ratified on October 21, 1994, which requires governments to prevent racial disparities in healthcare and ensure equal access to medical care, including reproductive and maternal health services; and

WHEREAS, the United States is bound by the Convention Against Torture, ratified on October 21, 1994, which prohibits government actions that cause severe physical or mental suffering, and has been interpreted to include the denial of essential reproductive healthcare when it endangers a woman's health or life; and

WHEREAS, in 1948, the United Nations General Assembly—including the United States—adopted the Universal Declaration of Human Rights, establishing universal rights and freedom for all people, regardless of race, color, religion, sex, language, political opinion, national origin, or other status,

NOW THEREFORE BE IT RESOLVED, that the Fulton County Board of Commissioners affirms that reproductive rights are human rights and recognizes that defending these rights is a necessary part of its long-standing commitment to the health and wellbeing of its citizens.

BE IT FURTHER RESOLVED, that the Fulton County Board of Commissioners condemns the criminalization of reproductive care, and abortion and related services.

BE IT FURTHER RESOLVED, that the Fulton County Board of Commissioners urges the Georgia General Assembly and the Governor of Georgia to repeal the harmful and life-threatening six-week abortion ban.

BE IT FURTHER RESOLVED, that upon adoption, that the Clerk to the Commission is directed to send copies of this Resolution to each member of the Georgia General Assembly, including to the Fulton County delegation to the Georgia House of Representatives.

BE IT FINALLY RESOLVED that this Resolution shall become effective upon its adoption, and that all resolutions and parts of resolutions in conflict with this Resolution,

are hereby repealed to the extent of the conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 3rd day of December, 2025.

FULTON COUNTY
BOARD OF COMMISSIONERS

Sponsored by:

_____
Dana Barrett, Commissioner
(District 3)

ATTEST:

_____
Tonya R. Grier,
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0936 **Meeting Date:** 12/17/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution to establish a Fulton County Women's Commission to advise the Board of Commissioners on policies, strategies, and community partnerships that advance gender equity and address the systemic barriers impacting women; and for other purposes. **(Barrett)**
(MOTION TO APPROVE FAILED ON 12/3/25)

A RESOLUTION TO ESTABLISH A FULTON COUNTY WOMEN'S COMMISSION TO ADVISE THE BOARD OF COMMISSIONERS ON POLICIES, STRATEGIES, AND COMMUNITY PARTNERSHIPS THAT ADVANCE GENDER EQUITY AND ADDRESS THE SYSTEMIC BARRIERS IMPACTING WOMEN; AND FOR OTHER PURPOSES.

WHEREAS, Fulton County recognizes that women are foundational to the strength of families, communities, the workforce, and civic life, yet continue to face significant and systemic barriers to realizing political leadership, professional advancement, safety, and overall well-being; and

WHEREAS, women make up more than half of Fulton County's population, and their full participation in the workforce and community life is essential to the County's social and economic prosperity; and

WHEREAS, women in Fulton County experience disproportionate health risks and face inequities in access to quality care due to a dysfunctional health system that has historically prioritized men's bodies and underfunded research on women's health; and

WHEREAS, the State of Georgia's maternal mortality rate is among the highest in the nation, with nearly 38 women[1] per 100,000 live births dying during pregnancy and childbirth, largely from preventable causes, and Black women dying at a rate 3 times that of white women; and

WHEREAS, Morehouse School of Medicine's 2023 Project Care study identified an alarming shortage of women's health care providers in the south part of Fulton County, disproportionately impacting Black women and contributing to worse health outcomes compared to North Fulton; and

WHEREAS, Georgia's HB481 has increased the risks for pregnant women by deterring medical providers from delivering timely care during miscarriages, ectopic

pregnancies, and life-threatening complications, forcing women to seek emergency treatment out of state, or suffer until they are near death before receiving care; and

WHEREAS, 70% of domestic violence survivors[2] are women and 1 out of every 3 women[3] experience sexual violence at least once during their lifetime (the rate is likely higher due to underreporting); and

WHEREAS, women face barriers returning to the workforce after family leave due to insufficient access to affordable childcare, paid leave, and workplace accommodations, creating long-term effects on their earnings, career progression, and retirement security; and

WHEREAS, restrictions on abortion and efforts to limit contraception access undermine women's right to make decisions about their own bodies and may derail their pursuit of educational opportunities and economic mobility; and

WHEREAS, women are highly educated, often surpassing men in educational attainment, yet they continue to earn less than men, on average, and miss out on leadership positions and economic opportunities; and

WHEREAS, in Georgia, women earn 88 cents for every dollar earned by men, while Black women earn only 58 cents[4] for every dollar earned by white men; and

WHEREAS, only 11% of Fortune 500 companies are led by women CEOs[5]; and

WHEREAS, women remain underrepresented in government leadership across Georgia, holding just 34.8%[6] of the 236 seats in the Georgia Assembly and 43% of the positions for mayor and city council[7] across Fulton County's 15 cities; and

WHEREAS, around 160 women's commissions exist across the United States, including the Georgia Commission on Women established in 1992 and the City of Atlanta's Women's Commission founded in 2000; and

WHEREAS, the Fulton County Board of Commissioners routinely establishes advisory councils and commissions to provide expert guidance, community engagement, and policy recommendations on critical public issues; and

WHEREAS, Fulton County has long set the standard in the state for social and economic progress, and as a leader, it aims to demonstrate its commitment to women by establishing a women's commission; and

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners hereby establishes the Fulton County Women's Commission.

BE IT FURTHER RESOLVED, that the Women's Commission shall serve as an advisory body to the Board of Commissioners, providing recommendations for strategies, policies, funding initiatives, and community partnerships that will improve the lives of women in Fulton County.

BE IT FURTHER RESOLVED, that the Women's Commission will address issues including but not limited to women's rights, access to healthcare and health outcomes, and economic security and gender equity in the workplace.

BE IT FURTHER RESOLVED, that the Women's Commission shall comprise 12 members who collectively represent expertise across women's health, mental health, economic development, civil rights, housing, gender-based violence prevention, public safety, immigration services, and community advocacy.

BE IT FURTHER RESOLVED, that each of the Fulton County Commissioners,

including the Chairman, shall appoint two members to serve on the Women's Commission.

BE IT FURTHER RESOLVED, that the Women's Commission may create subcommittees that include nonprofit organizations and community members to enhance the commission's mix of expertise and to support the commission's work.

BE IT FURTHER RESOLVED, that members of the Women's Commission shall serve staggered terms, in that each Commissioner's first appointee shall serve an initial term of three (3) years and the second appointee shall serve an initial term of two (2) years.

BE IT FURTHER RESOLVED, that after these initial terms, county Commissioners may reappoint or appoint new members for two (2) year terms.

BE IT FURTHER RESOLVED, that the County Manager will assign a department and/or individual to provide administrative support to the Women's Commission, including reserving meeting space, serving as the commission's initial point of contact, and liaising between the Women's Commission and county management.

BE IT FINALLY RESOLVED, that within the first six (6) months of convening, the Women's Commission shall present to the Board of Commissioners its proposed governance structure, bylaws, strategic objectives, and a two-year action plan.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 3rd day of December 2025.

FULTON COUNTY
BOARD OF COMMISSIONERS

Sponsored by:

_____
Dana Barrett, Commissioner
(District 3)

ATTEST:

_____
Tonya R. Grier,
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

[1] Georgia Department of Public Health, Maternal Mortality Fact Sheet 2020-2022. www.dph.ga.gov/maternal-mortality
[2] Georgia Commission Family Violence https://gcfv.georgia.gov/resources/data
[3] CDC https://www.cdc.gov/sexual-violence/about/index.html
[4] Institute for Women's Policy Research (2023). https://iwpr.org/wp-content/uploads/2023/07/Black-Womens-Age-Gap-Fact-Sheet-2023-Final-1.pdf
[5] Women Business Collaborative (2025). https://www.wbcollaborative.org/women-ceo-report/#:~:text=As%20of%20June%2030%2C%202025,%2Dover%2Dyear%20since%202023.
[6] AJC https://www.ajc.com/politics/georgia-legislature-convenes-with-a-more-diverse-crop-of-lawmakers/ZQR3BCM6E5AWLNBUCAGJI2YYJA/?
[7] Based on data collection from the websites of Fulton County's fifteen cities.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0937 **Meeting Date:** 12/17/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution to establish a “Healthy Women, Healthy Families” grant program in Fulton County; to provide $1M in annual funding for the grant program to fund organizations focused on improving women’s health outcomes and ensuring access to quality care; and for other purposes. **(Barrett) (MOTION TO APPROVE FAILED ON 12/3/25)**

A RESOLUTION TO ESTABLISH A "HEALTHY WOMEN, HEALTHY FAMILIES" GRANT PROGRAM IN FULTON COUNTY; TO PROVIDE $1M IN ANNUAL FUNDING FOR THE GRANT PROGRAM TO FUND ORGANIZATIONS FOCUSED ON IMPROVING WOMEN'S HEALTH OUTCOMES AND ENSURING ACCESS TO QUALITY CARE; AND FOR OTHER PURPOSES.

WHEREAS, the Fulton County Board of Commissioners is committed to improving the health and well-being of all its residents and recognizes that women face significant and well-documented health disparities across a broad range of conditions including chronic disease, maternal health, cancer, mental health, and gender-based violence; and

WHEREAS, women's health research remains severely underfunded, limiting evidence-based care and constraining the development of treatments and interventions for conditions that disproportionately affect women; and

WHEREAS, the health of women is directly linked to the health and stability of their families, as women disproportionately serve as caregivers and often manage medical, nutritional, and emotional support for children, partners, and aging parents; and

WHEREAS, Georgia consistently ranks near the bottom nationally for women's health access, affordability, and outcomes, reflecting systemic underinvestment in women's health services and community-based health support; and

WHEREAS, heart disease is the leading cause of death for women in Georgia, yet women are less likely than men to be diagnosed promptly and are up to 50% less likely to receive recommended treatments such as stents or bypass surgery after a heart attack; and

WHEREAS, breast cancer is the leading cause of cancer-related death among Georgia women, cervical cancer mortality remains preventable yet disproportionately impacts Black women, and ovarian cancer has a five-year survival rate of roughly 49% when diagnosed at later stages; and

WHEREAS, domestic violence remains a major threat to women's health as 70% of reported victims in Georgia are women, and homicide is the leading cause of death for pregnant and postpartum women; and

WHEREAS, Georgia's maternal mortality rate of 37.9 deaths per 100,000 live births remains among the highest in the nation, with the vast majority of these deaths being preventable and Black women dying at more than twice the rate of white women; and

WHEREAS, Georgia's Six-Week Abortion Ban has created confusion and fear of prosecution among health care providers regarding emergency exceptions and has resulted in delays or denial of medically necessary, life-saving care; and

WHEREAS, Fulton County has been under a Healthcare State of Emergency since November of 2022 (Resolution 22-0830) due to the closure of two hospitals in south Fulton County, which resulted in the loss of many women's specialists and a birthing center in that area and further exacerbated the disparity in health access and outcomes for women in Fulton County; and

WHEREAS, the Fulton County Board of Commissioners has established a strong precedent for addressing critical issues facing our citizens by funding community partners through grant programs designed to advance public health, safety, and community well-being.

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners hereby establishes the Healthy Women, Healthy Families Grant Program to strengthen and expand access to high-quality health services for women across Fulton County.

BE IT FURTHER RESOLVED, the Healthy Women, Healthy Families Grant Program will follow the structure and operational framework of the Community Services Program (CSP) and will provide **$1,000,000** annually in grants to eligible women's health organizations serving women residing in Fulton County.

BE IT FURTHER RESOLVED, that organizations who provide services, support, or advocacy related to reproductive health, maternal health, women's cancers, mental health, senior women's health, gender-based violence prevention, chronic disease management, or any other condition that uniquely or disproportionately impacts women may apply for grants from $50,000 to $100,000.

BE IT FURTHER RESOLVED, that if passed under separate resolution, the newly established Fulton County Women's Commission is to serve as the selection committee for the grant awards.

BE IT FINALLY RESOLVED, that the County Manager shall deliver a full implementation plan, including eligibility criteria, application processes, and performance measures to the Board of Commissioners by no later than April 1, 2026, so that the 2026 grant process can be completed and awards made by the end of 2026.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 3rd day of December 2025.

FULTON COUNTY
BOARD OF COMMISSIONERS

Sponsored by:

_____
Dana Barrett, Commissioner
(District 3)

ATTEST:

_____
Tonya R. Grier,
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0939 **Meeting Date:** 12/17/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution by the Fulton County Board of Commissioners supporting its ability to govern local affairs and urging the Georgia General Assembly to preserve the Board of Commissioners' involvement in matters affecting Fulton County residents. **(Ivory) (MOTION TO APPROVE FAILED ON 12/3/25)**

A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS SUPPORTING ITS ABILITY TO GOVERN LOCAL AFFAIRS AND URGING THE GEORGIA GENERAL ASSEMBLY TO PRESERVE THE BOARD OF COMMISSIONERS' INVOLVMENT IN MATTERS AFFECTING FULTON COUNTY RESIDENTS.

WHEREAS, according to the Georgia Supreme Court, "[f]undamental principles embodied in our constitution dictate that the people control their government…This is accomplished through elected representatives to whom is delegated, subject to constitutional limitation, the power to regulate and administer public affairs, including the power to provide for the selection of public officers"; and

WHEREAS, county boards of commissions operate as the governing authority of a county and the members of those boards are elected by the residents of that county; and

WHEREAS, the creation of county boards of commissioners recognizes that local affairs are best governed by local officials; and

WHEREAS, preserving a measure of local discretion is essential to maintaining accountability, transparency, and responsiveness in the administration of local matters affecting local residents; and

WHEREAS, local affairs should not be delegated to private organizations or individuals who are not directly accountable to local residents; and

WHEREAS, the Fulton County Board of Commissioners ("BOC") is the duly elected governing authority of Fulton County, Georgia; and

WHEREAS, the members of the BOC are elected by and accountable to the residents of Fulton County; and

WHEREAS, the members of the BOC are expected to act in the best interests of the residents of Fulton County regardless of their political affiliation; and

WHEREAS, the BOC believes that decisions regarding local affairs and matters affecting Fulton County residents should remain with the BOC, which is closest to the communities affected; and

WHEREAS, eliminating or restricting the BOC's discretion or involvement in local affairs could lead to decisions affecting Fulton County residents that do not adequately represent the standards and expectations of Fulton County residents; and

WHEREAS, the BOC finds it in the best interests of Fulton County and its residents to preserve the BOC's involvement in matters affecting Fulton County residents.

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners hereby supports its ability to govern local affairs.

BE IT FURTHER RESOLVED, that the Fulton County Board of Commissioners urges the Georgia General Assembly to preserve the Fulton County Board of Commissioners' involvement in matters affecting Fulton County residents.

BE IT FURTHER RESOLVED, that the Fulton County Board of Commissioners opposes any legislation that would eliminate or significantly restrict its discretion in governing local affairs.

BE IT FURTHER RESOLVED, that the Clerk to the Board of Commissioners is directed to transmit a copy of this Urging Resolution to the members of the Fulton County legislative delegation and to the leadership of the Georgia House of Representatives and Senate.

BE IT FINALLY RESOLVED THAT, this Resolution shall become effective upon adoption.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 3rd day of December, 2025.

FULTON COUNTY BOARD OF COMMISSIONERS

Sponsored by:

_____

Moraima Ivory, Commissioner
(District 4)

ATTEST:

_____

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

_____

Y. Soo Jo
County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0990 **Meeting Date:** 12/17/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution authorizing the execution, delivery and performance of a Free-Standing Emergency Department contract between the Fulton DeKalb Hospital Authority and Fulton County, Georgia, along with the execution of related documents pertaining to the Authority's bond issuance, regarding the acquisition, construction, equipping and development and provision of medical services and hospital facilities for the indigent sick in Fulton County. This authorizes the use of the General funds of Fulton County, Georgia in an amount sufficient to pay its obligations under the Free-Standing Emergency Department Contract and the levy of taxes pursuant to the Hospital Authorities Law only in the event of insufficient general funds; and for other purposes. **(Pitts)**

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Board of Commissioner approval is required pursuant to O.C.G.A § 31-7-84 and O.C.G.A. § 31-7-85.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

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

Scope of Work: The County is desirous to assist with funding up to an amount not to exceed $19 million for the cost of acquisition, construction, installation and equipping of certain hospital facilities and equipment to be located in Union City, Georgia, including a free-standing emergency department (The Project), which will be owned by the Fulton DeKalb Hospital Authority, and leased to the Grady Memorial Hospital Corporation. These 2026A Certificates will provide financing for the project. The County will be required to execute an

acknowledgment that the bond purchasers are not advisors to the County in any way and waiving the County's right to a jury trial with respect to any litigation relating to the bond certificates. In order to secure the Series 2026A Certificates, the Authority and County propose to enter into an intergovernmental contract (the "Free-Standing Emergency Department Contract") under the terms of which the County, in return for the Authority's agreement to issue the Certificates to finance the Project and thereby provide certain facilities and services with respect to the indigent sick and poor in Fulton County, agrees to make payments (from the general fund and/or monies raised via a tax levied for this purpose) to the Authority sufficient to ensure payment of principal and interest on the Series 2026A Certifications. Total estimated Project costs are approximately $38 million ($19 million for Fulton County).

Community Impact: Continue to provide indigent care to County residents.

Department Recommendation: Recommend Approval

Project Implications: N/A

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

Fiscal Impact / Funding Source

Funding Line 1:

100-730-7300-1608 FDHA Debt Service for FY 2026 and subsequent years.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF FULTON COUNTY, GEORGIA AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF A FREE-STANDING EMERGENCY DEPARTMENT CONTRACT BETWEEN THE FULTON-DEKALB HOSPITAL AUTHORITY AND FULTON COUNTY, GEORGIA, ALONG WITH THE EXECUTION OF RELATED DOCUMENTS PERTAINING TO THE AUTHORITY'S BOND ISSUANCE, REGARDING THE ACQUISITION, CONSTRUCTION, EQUIPPING AND DEVELOPMENT OF A NEW FREE STANDING EMERGENCY DEPARTMENT PROJECT AND THE PROVISION OF MEDICAL SERVICES AND HOSPITAL FACILITIES FOR THE INDIGENT SICK IN FULTON COUNTY; AUTHORIZING THE USE OF THE GENERAL FUNDS OF FULTON COUNTY, GEORGIA IN AN AMOUNT SUFFICIENT TO PAY ITS OBLIGATIONS UNDER THE FREE-STANDING EMERGENCY DEPARTMENT CONTRACT; AND FOR OTHER PURPOSES.

WHEREAS, the Authority is a public body corporate and politic existing under the Hospital Authorities Law of the State of Georgia (O.C.G.A. Section 31-7-70 et seq., as amended (the ***"Hospital Authorities Law"***)) and by resolutions of the Board of Commissioners of Fulton County on August 6, 1941 and of the Board of Commissioners of DeKalb County on August 9, 1941; and

WHEREAS, pursuant to the Hospital Authorities Law, the Authority is empowered to issue its revenue anticipation certificates and to make loans for the purpose of (a) paying all or any part of the cost of acquisition, construction, alteration, repair, modernization, and other charges incident thereto in connection with any facilities or "project" (as defined in the Hospital Authorities Law), (b) paying all or any part of the cost of paying off or refinancing any outstanding debt or obligation of any nature owed by the Authority or by persons in furtherance of the Authority's public purposes, and (c) refunding outstanding revenue anticipation certificates or other obligations; and

WHEREAS, pursuant to the Official Code of Georgia Annotated Section 36-1-19.1, counties having a population of 400,000 or more are authorized to provide for the appropriation of money to any institution for purely charitable purposes, including health; and

WHEREAS, the population of Fulton County (the "***County***") is in excess of 400,000; and

WHEREAS, pursuant to Section 31-7-84 of the Hospital Authorities Law, a county shall have the power to adopt a resolution and execute a contract for the use of facilities and services of an authority and provision shall be made annually by such county contracting with an authority for the payment for the services and facilities of an authority used by a county out of general funds or out of tax revenues realized for the purpose of providing medical care or hospitalization for the indigent sick and others entitled to the use of the services and facilities of an authority; and

WHEREAS, pursuant to Section 31-7-85 of the Hospital Authorities Law, a county, for the purpose of using the facilities of an authority, is authorized by action of its governing body to

enter into contracts with an authority for a period not exceeding 40 years as shall be necessary to provide for the continued maintenance and use of such facilities of the authority; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia and the Hospital Authorities Law authorize any county to contract with any public authority for the provision of facilities or services which the contracting parties are authorized by law to provide; and

WHEREAS, the Authority owns a complete medical center in the City of Atlanta including hospital facilities known as "***Grady Memorial Hospital***" and outpatient clinical facilities and related parking and other facilities (collectively, the "***Grady Health System***"); and

WHEREAS, the Authority transferred the personal property used in connection with the Grady Health System and leased the real estate portions of the Grady Health System to Grady Memorial Hospital Corporation, a Georgia nonprofit corporation (the "***Corporation***") pursuant to the Lease and Transfer Agreement, dated as of April 7, 2008 (the "***Original Lease Agreement***"), as amended by the First Amendment to Lease and Transfer Agreement, to be dated the date of issuance of the hereinafter defined Series 2026A Certificates (the "***First Amendment to Lease***" and, together with the Original Lease Agreement, the "***Lease***"), which now provides healthcare to residents of Fulton County and DeKalb County and citizens of the State of Georgia; and

WHEREAS, the Authority, the Corporation, the County and DeKalb County (together with the County, the "***Counties***") entered into that certain Memorandum of Agreement, dated January 1, 2024 (such contract, as amended from time to time, being referred to herein as the "***Operating Agreement***"), pursuant to which the Authority agreed, among other things, to continue to provide medical services and hospital facilities for the indigent sick of the Counties and the Counties agreed to pay the operating costs and expenses of Grady Health System, all in accordance with the terms thereof; and

WHEREAS, the Authority and the County heretofore issued and sold $66,920,000 in original principal amount of The Fulton-DeKalb Hospital Authority Revenue Certificates (Grady Surgical Center Project), Series 2020A (the "***Series 2020A Certificates***") on terms and conditions set forth in a Certificate Resolution adopted on March 31, 2020 (the "***2020A Certificate Resolution***") in order to (i) finance the acquisition, construction, equipping and development of a new center for advanced surgical services to be housed in an approximately 10-story facility that includes a multi-story parking garage containing approximately 600 parking spaces and an outpatient surgical center containing approximately 225,000 square feet of space to be located at the former site of the Aldredge Building in Downtown Atlanta (collectively, the "***2020A Project***"); and

WHEREAS, the Authority and the County entered into a Surgical Center Contract dated as of May 7, 2020 (the "***2020A Contract***"), pursuant to which the Authority agreed, among other things, to continue to provide medical services and hospital facilities needed to serve the indigent sick of Fulton County and the County agreed, among other things, to make payments to the Authority sufficient to enable the Authority to pay the principal of and interest on the Series 2020A Certificates; and

WHEREAS, the Authority and the County heretofore issued and sold $8,025,000 in original principal amount of The Fulton-DeKalb Hospital Authority Revenue Certificates (Ponce

De Leon Project), Series 2021 (the "***Series 2021 Certificates***" and, together with the Series 2020A Certificates, the "***Prior Certificates***") on terms and conditions set forth in a Certificate Resolution adopted on November 9, 2021 (the "***2021 Certificate Resolution***") in order to finance the acquisition, construction, equipping and development of an infectious disease program facility located at the Ponce de Leon Center at 341 Ponce de Leon Avenue, Atlanta, Georgia (collectively, the "***2021 Project***"); and

WHEREAS, the Authority and the County entered into a Ponce De Leon Contract dated as of December 8, 2021 (the "***2021 Contract***" and, together with the 2020A Contract, the "***Prior Contracts***"), pursuant to which the Authority agreed, among other things, to continue to provide medical services and hospital facilities needed to serve the indigent sick of Fulton County and the County agreed, among other things, to make payments to the Authority sufficient to enable the Authority to pay the principal of and interest on the Series 2021 Certificates; and

WHEREAS, the Operating Agreement and the Prior Contracts are authorized under the Hospital Authorities Law and payable by the County from either its general fund or, if applicable, specified sums derived from an annual ad valorem tax levy within the statutory seven mill limit; and

WHEREAS, in order to benefit the health and welfare of Fulton County residents, the Authority and the County desire to finance, in whole or in part, of the cost of the acquisition, construction, installation and equipping of a free-standing emergency department and certain other medical facilities and equipment to be located in Union City, Georgia (the "***Project***"), which Project will be owned by the Authority and included as a part of the "***Leased Facilities***" leased to the Corporation pursuant to the Lease; and

WHEREAS, as set forth in a Certificate Resolution adopted by the Authority on December 16, 2025 (the "***Certificate Resolution***"), the acquisition, construction and equipping of the Project, along with the payment of certain costs of issuance thereof, will be financed in part, by the Authority's Revenue Anticipation Certificates (Free-Standing Emergency Department Project), in the aggregate principal amount of $19,000,000 (the "***Series 2026A Certificates***"), the proceeds of which (and the County's related payments pursuant to the Free-Standing Emergency Department Contract in respect thereof) shall represent the County's full financial commitment to the Project; and

WHEREAS, in order to secure the Series 2026A Certificates, the Authority and the County propose to enter into an intergovernmental contract (the "***Free-Standing Emergency Department Contract***"), under the terms of which the County, in return for the Authority's agreement to issue the Series 2026A Certificates to finance the cost of the Project and thereby provide certain facilities and services with respect to the indigent sick and poor in Fulton County, agrees to make payments to the Authority sufficient to ensure the payment of the principal of and interest on and redemption premium of (provided that any optional redemption of the Series 2026A Certificates is approved in advance by the County) as shown on Exhibit A to the Free-Standing Emergency Department Contract (the "***Contract Payments***"), and further agrees to make such Contract Payments from its general fund or to levy an annual tax on all taxable property located within Fulton County, within the seven mill limit now prescribed by the Hospital Authorities Law, or at such higher rate or rates as may hereafter be provided by the Hospital Authorities Law or other law, as may be necessary for the County to make the payments

required of it pursuant to the Free-Standing Emergency Department Contract and any other prior intergovernmental contracts; and

WHEREAS, the Authority's right to receive payments from the Counties under the Operating Agreement from ad valorem taxes is subordinate to the Authority's right to receive payments under the Prior Contracts and the Free-Standing Emergency Department Contract which have a first and prior lien on the specified sums derived from the annual ad valorem tax levy within the statutory seven mill limit; and

WHEREAS, it is estimated that the total cost of the Project will be approximately $38,000,000 of which not more than $19,000,000 will be paid from the proceeds of the Series 2026A Certificates, which Series 2026A Certificates and the payments in respect thereof to be made by the County pursuant to the Free-Standing Emergency Department Contract reflect the County's full funding commitment in respect of the Project; and

WHEREAS, in connection with the issuance of the Series 2026A Certificates, the Authority has approved the execution and delivery of the (i) Paying Agent and Registrar Agreement, to be dated on or around the date of issuance of the Series 2026A Certificates (the "***Paying Agent and Registrar Agreement***"), with U.S. Bank Trust Company, National Association, in its separate capacities as Paying Agent and as Registrar; and (ii) an Agreement Relating to Custodian and Depository to be dated on or around the date of issuance of the Series 2026A Certificates (the "***Agreement Relating to Custodian and Depository***"), with U.S. Bank Trust Company, National Association, in its separate capacities as Custodian and as Depository, and the Corporation; and

WHEREAS, the Authority and the Corporation will enter into a Development and Funding Agreement to be dated as of the date of issuance of the Series 2026A Certificates, which authorizes the construction and development of the Project by the Corporation on behalf of the Authority; and

WHEREAS, the execution and delivery of the Free-Standing Emergency Department Contract by the Authority was authorized by the Authority pursuant to the Certificate Resolution; and

WHEREAS, the Authority and the County agree that the Series 2026A Certificates will be issued on a parity with the Prior Certificates and the lien on the Contract Revenues ranking pari passu with the Prior Certificates; and

WHEREAS, the Free-Standing Emergency Department Contract is authorized by the provisions of Article IX, Section III, Paragraph I(a) and (c) of the Constitution of the State of Georgia and by the Hospital Authorities Law; and

WHEREAS, in order to provide for the sale of the Series 2026A Certificates, the County approves the sale of the Series 2026A Certificates by the Authority to Regions Capital Advantage, Inc. (the "***Purchaser***") and proposes to enter into an Addendum to the Certificate Purchase Agreement, dated December 17, 2025 (the "***Addendum to the Certificate Purchase Agreement***"), in order to make certain representations and warranties for the benefit of the Purchaser.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF FULTON COUNTY, GEORGIA, and it is hereby resolved by authority of the same, that the execution, delivery and performance by the County of the Free-Standing Emergency Department Contract in the form attached hereto as **Exhibit A**, is hereby authorized and approved. The Chairman, Vice Chair, County Manager, Chief Financial Officer, County Attorney, Director of Finance, Clerk to the Commission, and any other proper officers, members, agents, and employees of the Board of Commissioners and the County (each an "***Authorized Signatory***") are each hereby authorized to execute and deliver the Free-Standing Emergency Department Contract for and on behalf of the County and the Clerk of the County is hereby authorized to attest to, certify and affix the seal of the County thereupon and that the execution of the Free-Standing Emergency Department Contract by an Authorized Signatory shall constitute conclusive evidence that such Free-Standing Emergency Department Contract conforms to the provisions of this resolution;

BE IT FURTHER RESOLVED that for the purpose of providing funds for payment under the Free-Standing Emergency Department Contract, the County is hereby authorized and required to use funds from its general fund or to levy an annual tax on all taxable property located within Fulton County, within the seven mill limit now prescribed by the Hospital Authorities Law, or at such higher rate or rates as may hereafter be provided by the Hospital Authorities Law or other law, as may be necessary for the County to make the payments required of it pursuant to the Free-Standing Emergency Department Contract and the Prior Contracts, as such payments shall become due and payable, and such funds are hereby irrevocably pledged and appropriated to the payment of moneys due under the Free-Standing Emergency Department Contract and the Prior Contracts; provided, however, that the payments to be made by the County under the Free-Standing Emergency Department Contract in respect of the Series 2026A Certificates, for which the County is the obligated person, shall represent the County's total funding commitment in respect of the Project; and

BE IT FURTHER RESOLVED that all actions heretofore taken by the County relating to the execution, delivery and performance by the County of the Free-Standing Emergency Department Contract are hereby ratified, and each of the Authorized Signatories are each hereby authorized and directed to take any and all actions, and to execute and deliver for and on behalf of the County such contracts, instruments and other documents which any of such persons may deem necessary or desirable in order to effectuate the execution, delivery and performance by the County of the Free-Standing Emergency Department Contract and the actions contemplated by this resolution and the execution and delivery of any such contracts, instruments or other documents by any of such officers as authorized herein shall be conclusive evidence that such are authorized and approved in accordance with this resolution; and

BE IT FURTHER RESOLVED that all actions heretofore taken by the County relating to the solicitation term sheet attached hereto as **Exhibit B** that was used in the marketing of the Series 2026A Certificates are hereby ratified and approved; and

BE IT FURTHER RESOLVED that the County approves the sale of the Series 2026A Certificates to the Purchaser subject to the terms and conditions set forth in the Free-Standing Emergency Department Contract and all actions heretofore taken by the County relating to the sale of the Series 2026A Certificates to the Purchaser, including but not limited to, the execution and delivery of the term sheet from the Purchaser are hereby ratified and approved; and

BE IT FURTHER RESOLVED that any or all resolutions or ordinances or parts of resolutions or ordinances in conflict with this resolution are, to the extent of such conflict, hereby repealed, and this resolution shall take immediate effect and shall be in full force and effect from and after the date of its adoption.

SO PASSED AND ADOPTED, this 17th day of December, 2025.

_____
Robert L. Pitts, Chairman

ATTEST:

_____
Tonya R. Grier, Clerk

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

EXHIBIT "A"

Form of Free-Standing Emergency Department Contract

FREE-STANDING EMERGENCY DEPARTMENT CONTRACT
(Fulton)

THIS FREE-STANDING EMERGENCY DEPARTMENT CONTRACT (as amended and supplemented, the "***Contract***") is made and entered into January 14, 2026, by and between **FULTON COUNTY, GEORGIA**, acting by and through its Board of Commissioners (the "***County***"), and **THE FULTON-DEKALB HOSPITAL AUTHORITY**, a public body corporate and politic (the "***Authority***").

WITNESSETH:

WHEREAS, the Authority is a public body corporate and politic existing under the Hospital Authorities Law of the State of Georgia (O.C.G.A. Section 31-7-70 et seq., as amended (the ***"Hospital Authorities Law"***)) and by resolutions of the Board of Commissioners of Fulton County on August 6, 1941 and of the Board of Commissioners of DeKalb County on August 9, 1941; and

WHEREAS, pursuant to the Hospital Authorities Law, the Authority is empowered to issue its revenue anticipation certificates and to make loans for the purpose of (a) paying all or any part of the cost of acquisition, construction, alteration, repair, modernization, and other charges incident thereto in connection with any facilities or "project" (as defined in the Hospital Authorities Law), (b) paying all or any part of the cost of paying off or refinancing any outstanding debt or obligation of any nature owed by the Authority or by persons in furtherance of the Authority's public purposes, and (c) refunding outstanding revenue anticipation certificates or other obligations; and

WHEREAS, pursuant to the Official Code of Georgia Annotated Section 36-1-19.1, counties having a population of 400,000 or more are authorized to provide for the appropriation of money to any institution for purely charitable purposes, including health; and

WHEREAS, the population of Fulton County, Georgia, is in excess of 400,000; and

WHEREAS, pursuant to Section 31-7-84 of the Hospital Authorities Law, a county shall have the power to adopt a resolution and execute a contract for the use of facilities and services of an authority and provision shall be made annually by such county contracting with an authority for the payment for the services and facilities of an authority used by a county out of general funds or out of tax revenues realized for the purpose of providing medical care or hospitalization for the indigent sick and others entitled to the use of the services and facilities of an authority; and

WHEREAS, pursuant to Section 31-7-85 of the Hospital Authorities Law, a county, for the purpose of using the facilities of an authority, is authorized by action of its governing body to enter into contracts with an authority for a period not exceeding 40 years as shall be necessary to provide for the continued maintenance and use of such facilities of the authority; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia and the Hospital Authorities Law authorize any county to contract with any public authority for the provision of facilities or services which the contracting parties are authorized by law to provide; and

WHEREAS, the Authority owns a complete medical center in the City of Atlanta including hospital facilities known as "***Grady Memorial Hospital***" and outpatient clinical facilities and related parking and other facilities (collectively, the "***Grady Health System***"); and

WHEREAS, the Authority transferred the personal property used in connection with the Grady Health System and leased the real estate portions of the Grady Health System to Grady Memorial Hospital Corporation, a Georgia nonprofit corporation (the "***Corporation***") pursuant to the Lease and Transfer Agreement, dated as of April 7, 2008 (the "***Original Lease Agreement***"), as amended by the First Amendment to Lease and Transfer Agreement, dated the date hereof (the "***First Amendment to Lease***" and, together with the Original Lease Agreement, the "***Lease***"), which now provides healthcare to residents of Fulton County and DeKalb County and citizens of the State of Georgia; and

WHEREAS, the Authority, the Corporation, the County and DeKalb County (together with the County, the "***Counties***") entered into that certain Memorandum of Agreement, dated January 1, 2024 (such contract, as amended from time to time, being referred to herein as the "***Operating Agreement***"), pursuant to which the Authority agreed, among other things, to continue to provide medical services and hospital facilities for the indigent sick of the Counties and the Counties agreed to pay the operating costs and expenses of Grady Health System, all in accordance with the terms thereof; and

WHEREAS, the Authority and the County heretofore issued and sold $66,920,000 in original principal amount of The Fulton-DeKalb Hospital Authority Revenue Certificates (Grady Surgical Center Project), Series 2020A (the "***Series 2020A Certificates***") on terms and conditions set forth in a Certificate Resolution adopted on March 31, 2020 (the "***2020A Certificate Resolution***") in order to finance the acquisition, construction, equipping and development of a new center for advanced surgical services to be housed in an approximately 10-story facility that includes a multi-story parking garage containing approximately 600 parking spaces and an outpatient surgical center containing approximately 225,000 square feet of space to be located at the former site of the Aldredge Building in Downtown Atlanta (collectively, the "***2020A Project***"); and

WHEREAS, the Authority and the County entered into a Surgical Center Contract dated as of May 7, 2020 (the "***2020A Contract***"), pursuant to which the Authority agreed, among other things, to continue to provide medical services and hospital facilities needed to serve the indigent sick of Fulton County and the County agreed, among other things, to make payments to the Authority sufficient to enable the Authority to pay the principal of and interest on the Series 2020A Certificates; and

WHEREAS, the Authority and the County heretofore issued and sold $8,025,000 in original principal amount of The Fulton-DeKalb Hospital Authority Revenue Certificates (Ponce De Leon Project), Series 2021 (the "***Series 2021 Certificates***" and, together with the Series 2020A Certificates, the "***Prior Certificates***") on terms and conditions set forth in a Certificate Resolution adopted on November 9, 2021 (the "***2021 Certificate Resolution***") in order to finance the acquisition, construction, equipping and development of an infectious disease program facility located at the Ponce de Leon Center at 341 Ponce de Leon Avenue, Atlanta, Georgia (collectively, the "***2021 Project***"); and

WHEREAS, the Authority and the County entered into a Ponce De Leon Contract dated as of December 8, 2021 (the "***2021 Contract***" and, together with the 2020A Contract, the "***Prior Contracts***"), pursuant to which the Authority agreed, among other things, to continue to provide medical services and hospital facilities needed to serve the indigent sick of Fulton County and the County agreed, among other things, to make payments to the Authority sufficient to enable the Authority to pay the principal of and interest on the Series 2021 Certificates; and

WHEREAS, the Operating Agreement and the Prior Contracts are authorized under the Hospital Authorities Law and payable by the County from either its general fund or, if applicable, specified sums derived from an annual ad valorem tax levy within the statutory seven mill limit; and

WHEREAS, the Authority's right to receive payments from the Counties under the Operating Agreement from ad valorem taxes is subordinate to the Authority's right to receive payments under the Prior Contracts and this Contract which have a first and prior lien on the specified sums derived from the annual ad valorem tax levy within the statutory seven mill limit; and

WHEREAS, in order to benefit the health and welfare of Fulton County residents, the Authority and the County desire to finance, in whole or in part, of the cost of the acquisition, construction, installation and equipping of a free-standing emergency department and certain other medical facilities and equipment to be located in Union City, Georgia (the "***Project***"), which Project will be owned by the Authority and included as a part of the "***Leased Facilities***" leased to the Corporation pursuant to the Lease; and

WHEREAS, as set forth in a Certificate Resolution adopted by the Authority on December 16, 2025 (the "***Certificate Resolution***"), the acquisition, construction and equipping of the Project, along with the payment of certain costs of issuance thereof, will be financed in part, by the issuance of The Fulton-DeKalb Hospital Authority Revenue Anticipation Certificates (Free-Standing Emergency Department Project), in the aggregate principal amount of $19,000,000 (the "***Series 2026A Certificates***"), the proceeds of which (and the County's related payments pursuant to the this Contract in respect thereof, including the Contract Payments and the Supplemental Contract Payments) shall represent the County's full financial commitment to the Project; and

WHEREAS, in order to secure the Series 2026A Certificates, the Authority and the County propose to enter into this Contract, under the terms of which the County, in return for the Authority's agreement to issue the Series 2026A Certificates to finance the cost of the Project and thereby provide certain facilities and services with respect to the indigent sick and poor (as hereinafter defined) in Fulton County, agrees to make payments to the Authority sufficient to ensure the payment of the principal of and interest on and redemption premium of (provided that any optional redemption of the Series 2026A Certificates is approved in advance by the County) as shown on **Exhibit A** attached hereto (the "***Contract Payments***"), and further agrees to make such Contract Payments from its general fund or to levy an annual tax on all taxable property located within Fulton County, within the seven mill limit now prescribed by the Hospital Authorities Law, or at such higher rate or rates as may hereafter be provided by the Hospital Authorities Law or other law, as may be necessary for the County to make the payments required of it pursuant to this Contract and the Prior Contracts; and

WHEREAS, it is estimated that the total cost of the Project will be approximately $38,000,000 of which $19,000,000 (inclusive of closing costs) will be paid from the proceeds of the Series 2026A Certificates, which Series 2026A Certificates and the payments in respect thereof to be made by the County pursuant to this Contract reflect the County's full funding commitment in respect of the Project; and

WHEREAS, in connection with the issuance of the Series 2026A Certificates, the Authority has approved the execution and delivery of the (i) Paying Agent and Registrar Agreement, to be dated on or around the date of issuance of the Series 2026A Certificates (the "***Paying Agent and Registrar Agreement***"), with U.S. Bank Trust Company, National Association, in its separate capacities as Paying Agent and as Registrar; and (ii) an Agreement Relating to Custodian and Depository to be dated on or around the date of issuance of the Series 2026A Certificates (the "***Agreement Relating to Custodian and Depository***"), with U.S. Bank Trust Company, National Association, in its separate capacities as Custodian and as Depository, and the Corporation; and

WHEREAS, the Authority and the Corporation will enter into a Development and Funding Agreement, to be dated as of the date of issuance of the Series 2026A Certificates (the "***Funding Agreement***"), which authorizes the construction and development of the Project by the Corporation on behalf of the Authority; and

WHEREAS, the execution and delivery of this Contract by the Authority was authorized by the Authority pursuant to the Certificate Resolution, and the execution and delivery of this Contract by the County was authorized by a resolution of its Board of Commissioners adopted on December 17, 2025; and

WHEREAS, pursuant to the Certificate Resolution, provision is made whereby under certain terms and conditions, including the consent of the County as provided in this Contract, additional certificates or other obligations may be issued by the Authority ranking on a parity as to lien on the Contract Revenues (as therein defined) with the lien securing the Series 2026A Certificates (the "***Additional Certificates***"); and

WHEREAS, the Authority and the County have agreed that the Series 2026A Certificates will be issued on a parity with the Prior Certificates and the lien on the Contract Revenues ranking pari passu with the Prior Certificates; and

WHEREAS, this Contract is authorized by the provisions of Article IX, Section III, Paragraph I(a) and(c) of the Constitution of the State of Georgia and by the Hospital Authorities Law; and

WHEREAS, all capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Certificate Resolution;

NOW, THEREFORE, in consideration of the premises and undertakings as hereinafter set forth, it is agreed by and between the County and the Authority, each acting by and through its duly authorized officers, pursuant to resolutions duly adopted and properly passed:

1. *Effective Date.* This Contract shall take effect as of the date of the issuance and delivery of the Series 2026A Certificates and shall continue until midnight on August 1, 2040 or until such time when the principal of and interest on all of the Series 2026A Certificates have been fully paid or shall be deemed to have been fully paid (within the meaning of the Certificate Resolution); but in no event shall the term of this Contract exceed forty (40) years from the date hereof.

2. *Effect on Other Contracts.* Except to the extent set forth in Section 4 hereof, nothing contained herein shall affect or impair the obligations of each of the parties hereto set forth in the Operating Agreement or the Prior Contracts, all of the terms and conditions of which shall remain in full force and effect and are hereby ratified and reaffirmed. The obligations of the County under the Prior Contracts and this Contract shall be on a parity.

3. *Authority Obligations.* The Authority covenants and agrees, as follows:

(a) Simultaneously with the issuance and delivery of the Series 2026A Certificates, the proceeds derived from the sale of the Series 2026A Certificates shall be delivered or caused to be delivered by the Authority as follows:

(i) $18,564,750.00 to U.S. Bank Trust Company, National Association, serving as Custodian under the Certificate Resolution, for deposit into the Project Fund created under the Certificate Resolution, to be applied to pay, or reimburse, certain costs of the construction and development of the Project; and

(ii) $435,250.00 to U.S. Bank Trust Company, National Association, serving as Depository under the Certificate Resolution, for deposit into the Costs of Issuance Fund created under the Certificate Resolution, to be applied to pay for, or reimburse, certain costs incurred in connection with the issuance of the Series 2026A Certificates.

(b) As a condition to the issuance and delivery of the Series 2026A Certificates, the Authority has entered into the Funding Agreement with the Corporation in connection with the Corporation's acquisition, construction, equipping and development of the Project on behalf of the Authority. The Funding Agreement is in a form and substance satisfactory to the Chairman and the Fulton County Attorney, and the execution and delivery of same is hereby reaffirmed, acknowledged and approved in all respects by the Chairman (after consultation with the Fulton County Attorney).

The Authority will provide updates to the County, as requested, regarding the construction budget, timeline of construction, MBE utilization, utilization of the proceeds of the Series 2026A Certificates and contractor/subcontractor information as provided by the Corporation in the development of the Project.

(c) At all times during the term of this Contract and in accordance with the rules and regulations of the Authority or any subsequent agreement by the County, the Authority will maintain and have available or cause to have maintained and available facilities to care for the indigent sick of the County, as may be properly certified as entitled to receive treatment pursuant to the rules and regulations of the Authority.

(d) At all times during the term of this Contract and in accordance with the rules and regulations of the Authority or any subsequent agreement by the County, the Authority will maintain and have available or cause to have maintained and available facilities to care for all emergency cases affecting the residents of the County and those cases affecting transients if the accident took place, or the emergency arose, within the corporate limits of the County.

(e) At all times during the term of this Contract and in accordance with the rules and regulations of the Authority or any subsequent agreement by the County, when requested to do so by the County, the Authority will furnish or cause to be furnished treatment, medicine, care and the facilities of the Authority for the treatment and care of employees of the County who are injured in the line of duty and in the service of the County and in all other cases when requested so to do by the County where the County shall assume responsibility for the cost of hospitalization and treatment of any injured person. Nothing herein shall prevent the Authority or the Corporation from receiving and collecting from insurance or other sources funds covering the cost of medical care or hospitalization of such person and the Authority and the Corporation shall likewise have full rights against any sums paid by tortfeasors or others under liability for the medical care and/or hospitalization of such persons.

(f) All funds received by the Authority under the provisions of Section 4 hereof, if any, shall not be commingled with any other funds of the Authority or of any other person or entity, and any such moneys so received shall be forthwith deposited with the Paying Agent and used and applied in the order of priority set forth in Section 7.2 of the Certificate Resolution to the payment of the principal of and the interest on and the redemption premium (if any) on the Series 2026A Certificates as same become due and payable on each Interest Payment Date and Principal Payment Date (as defined in the Certificate Resolution).

(g) The Authority shall not issue any certificates, including Additional Certificates (other than the Series 2026A Certificates the issuance of which, by execution and delivery of this Contract and the Certificate Resolution, have been approved) or incur any other obligation payable from or having a lien on the revenues of the Authority derived under this Contract, unless prior thereto the Authority and the County shall have entered into an amendment or supplement to this Contract, or a new contract, under the terms of which the County is obligated to pay to the Authority amounts sufficient to enable the Authority to pay debt service on all Certificates Outstanding, including the revenue certificates proposed to be issued, and to pay such other obligations proposed to be incurred.

(h) In the event that the Series 2026A Certificates are optionally redeemed and the payment of the redemption price on the optional redemption date is to be made by the County, then such optional redemption shall not occur unless and until the Authority has obtained the prior written consent of the County. However, if the County is not required to make any payments on the Series 2026A Certificates on the optional redemption date, then the Authority shall be authorized to optionally redeem the Series 2026A Certificates without the consent of the County if provision for payment of the Series 2026A Certificates

has been, or will be, made without any funds being delivered by the County and such moneys will be on deposit with the Paying Agent on or before the optional redemption date (i.e. proceeds received due to the refunding of the Series 2026A Certificates).

(i) The Authority shall continue to comply with the provisions of the Operating Agreement as the same may from time to time be amended, including, without limitation, the non-discrimination, audit and budget requirements described therein.

(j) The Authority will not create, or suffer to be created, any lien, security interest, encumbrance or charge upon operating revenues of the Authority without the prior written consent of the County, except for the following:

(i) Liens to secure indebtedness having an original maturity of less than or equal to one year and not renewable at the option of the Authority for a term greater than one year beyond the date of original incurrence; provided, however, that there shall be a period of at least five consecutive days in each fiscal year during which no such indebtedness is outstanding; and

(ii) Liens to secure indebtedness for capital expenditures in an amount not to exceed $25,000,000 in the aggregate outstanding at any time, and the incurrence of such indebtedness, in and of itself, shall not result in an increase in payments due by the Counties hereunder or under the Operating Agreement.

(k) The Authority shall provide to the County the Authority's audited and issued financial statement no later than May 15 of each calendar year.

Nothing contained in this paragraph shall limit the ability of the Authority or the Corporation to acquire additional equipment or other capital assets, including real property, pursuant to an installment purchase, capitalized lease or similar obligation and nothing contained herein shall limit the right of the Authority or the Corporation to grant a security interest in or create a lien on such property so acquired provided the Authority does not pledge or create a lien on general revenues of the Authority unless otherwise authorized. The incurrence of such obligation, in and of itself, shall not result in an increase in payments due by the County hereunder or under the Operating Agreement.

4. *The County's Obligations*

(a) In accordance with the debt service schedule attached hereto as **Exhibit A,** as the same may be modified from time to time as provided in the Certificate Resolution, the County hereby covenants and agrees to pay the Contract Payments to the Paying Agent for the benefit of the Authority for deposit in the Contract Payments Fund (as defined in the Certificate Resolution) as follows:

(1) on or before February 20, 2026, and on or before the 20th calendar day of each month thereafter until the Maturity Date of the Series 2026A Certificates on August 1, 2040, a sum equal to 1/6th of the amount payable on the immediately succeeding Interest Payment Date as interest on the Series 2026A Certificates;

(2) on or before February 20, 2026, and on or before the 20th calendar day of each month thereafter until July 20, 2026, a sum equal to 1/6th of the amount payable on August 1, 2026 (the initial Principal Payment Date) as principal on the Series 2026A Certificates, whether by maturity or by mandatory redemption;

(3) on or before August 20, 2026, and on or before the 20th calendar day of each month thereafter until the Maturity Date of the Series 2026A Certificates on August 1, 2040, a sum equal to 1/12th of the amount payable on the immediately succeeding Principal Payment Date as principal on the Series 2026A Certificates, whether by maturity or by mandatory redemption;

(4) on or before any optional redemption date for the Series 2026A Certificates, a sum equal to the principal of, redemption premium (if any) and interest on such Series 2026A Certificates due on such redemption date; provided, however, the County shall be obligated to make the Contract Payments under this Section 4(a)(4) solely upon the prior written consent of the County. For clarity purposes, in the event that the Series 2026A Certificates are optionally redeemed without the prior written consent of the County, then the County shall not be obligated to make the Contract Payments under this Section 4(a)(4); and

(5) So long as the County is not past due in any payment required to be made hereunder, the payments that the County is required to make pursuant to Section 4(a) shall be less any amounts actually on deposit in the Certificate Fund (other than payments made by the County under this Section 4(a)) at the time any payment is to be made hereunder but excluding moneys held in the Certificate Fund for Series 2026A Certificates which have matured but which have not been presented for payment.

(ii) In addition to the Contract Payments, the County shall pay (i) to the Authority or to the Paying Agent, the Rebate Amount (if any) due on the Series 2026A Certificates, and (ii) the reasonable fees and expenses of the Fiduciaries (as defined in the Certificate Resolution) (collectively referred to as the "***Supplemental Contract Payments***"). Furthermore, the County acknowledges and agrees that the debt service schedule attached hereto as **Exhibit A** may be modified upon the occurrence of certain events, including upon an Event of Taxability, an Event of Default, or upon a late payment, as more particularly described in the Certificate Resolution, and in each such event, the Contract Payments payable by the County hereunder shall include all additional amounts owing to the holder of the Series 2026A Certificates calculated as set forth in the Certificate Resolution.

(b) The obligation of the County to make the payments required by the Operating Agreement or any future contract between the parties hereto for the purpose of providing funds to pay the operating costs and operating expenses of the Grady Health System (collectively, the "***Subordinate Obligations***") are hereby expressly made junior and subordinate to the obligations of the County under this Contract and the Prior Contracts. The obligation of the County to make payments required by the Prior Contracts and this Contract will be on parity with each other. The Subordinate Obligations shall not include those under any contract entered into by the County pursuant to Section 4(g) hereof for the purpose of paying or securing debt service on any additional certificates or obligations issued by the Authority.

(c) Subject to paragraph (d) below, the County agrees that its obligation to make the Contract Payments shall constitute a general obligation for which its full faith and credit is pledged subject to the seven mill limit now prescribed by the Hospital Authorities Law, or at such higher rate or rates as may hereafter be provided by the Hospital Authorities Law or other law. The amounts payable under this Section 4 shall be used by the Authority only to provide for the payment of the principal of and the interest on and redemption premium (if any) on the Series 2026A Certificates as same become due and payable, on each Interest Payment Date and Principal Payment Date (as such terms are defined in the Certificate Resolution), as applicable. The payments described in subparagraph (a) shall be made directly to the Paying Agent for the account of the Authority so as to assure the availability of moneys at all times to pay in full the Series 2026A Certificates as same become due and payable, on each Interest Payment Date and Principal Payment Date and shall be kept separate from and not commingled with any payments made by the County in connection with any other outstanding obligations. The obligation of the County to make the payments required under this Section 4 is for the benefit of the owners of the Series 2026A Certificates and shall be absolute and unconditional and continue unabated until such time as the principal of, redemption premium, if any, and interest on the Series 2026A Certificates shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Certificate Resolution. This Contract shall not be terminated and such payments shall not be suspended, discontinued, abated or reduced for any reason whatsoever, including, without limitation (i) the damage to or destruction of the Grady Health System or any part thereof including the Project, (ii) failure of proper operation and maintenance of the Grady Health System or any part thereof including the Project, (iii) force majeure, (iv) the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, (v) the taking by eminent domain of title to or temporary use of the Grady Health System or any part thereof including the Project, (vi) commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Georgia or any political subdivision of either thereof, or (vii) any failure of any party (including the County) to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Contract, the Operating Agreement, the Funding Agreement, the Prior Contracts, the Certificate Resolution, the Project Fund Custodian Agreement, the Paying Agent Agreement or otherwise, or any defense or any right of setoff, counterclaim or recoupment arising out of any such failure. Nothing contained in this subparagraph shall be construed to release the Authority from the performance of any of the agreements on its part herein contained; and in the event the Authority should fail to perform any such agreement on its part, the County may institute such action against the Authority as the County may deem necessary to compel performance so long as such action does not abrogate the obligations of the County contained in this subparagraph, including, without limitation, making such adjustments in payments under the Subordinate Obligations.

(d) Pursuant to the Hospital Authorities Law and the County's constitutional power to levy taxes to provide public health facilities and services generally and to provide medical or other care and hospitalization for the indigent sick, the County agrees that it shall use moneys in its general fund or levy an annual tax, within the seven mill limit now prescribed by the Hospital Authorities Law, or at such higher rate or rates as may hereafter be prescribed by the Hospital Authorities Law or other law, on all taxable property located within its boundaries as and when the same may be necessary to provide the County with sufficient moneys to make all of the payments called for by this Contract and under the Prior Contracts, and if future contracts are

entered into, under such future contracts. Nothing herein contained, however, shall be construed as limiting the right of the County to make the payments called for by this Contract or the Prior Contracts out of its general funds or from other monies available to the County therefor.

(e) In order for the Authority to meet its debt service requirements on the Series 2026A Certificates, to assure the payments therefor as may be required to comply with subparagraph 4(a), there shall be and there is hereby created a lien on any and all revenues realized by the County under and pursuant to the provisions of subparagraph (d) above (namely, the Contract Payments), which lien is prior and superior to any lien with respect to any taxes levied from which amounts are to be paid with respect to any Subordinate Obligations, but which lien shall be on a parity basis with respect to the payments required under the 2026A Contract securing debt service on any outstanding Series 2026A Certificates which are on a parity with the Series 2026A Certificates. Nothing contained in this subparagraph (e) of Section 4 is intended, or shall be construed so as, to affect the direct or indirect general obligation type indebtedness of the County. Nothing contained in this subparagraph (e) of Section 4 is intended, or shall be construed so as to, create any lien on, or priority hereunder or otherwise with respect to, any taxes levied for purposes other than for the benefit of the Authority.

(f) The County shall not make any payment to the Authority with respect to any Subordinate Obligations or otherwise if the sum of (i) the aggregate payments made and to be made by the County under subparagraph 4(a) hereof and under the 2026A Contract in the then current sinking fund year, (ii) amounts previously paid, if any, in the then current sinking fund year by the County to the Authority under the Operating Agreement or any other Subordinate Obligations, and (iii) the payment then proposed to be made under any Subordinate Obligation or otherwise (other than the payments required to be made under subjection (i) above), would exceed an amount equal to the money which would be generated and collected by a levy on all taxable property located within the boundaries of the County subject to taxation for such purposes as now existent and as the same may hereafter be extended of an ad valorem tax equal to seven mills or such greater limitation as may hereafter be authorized by law (assuming that all property in the County is valued for such purposes at a value equal to the assessed value of such property for the most recently ended fiscal year of the County, as shown on the most recent tax rolls for the County which have been submitted to the State Revenue Commissioner), unless, prior to making the proposed payment, the County shall have prepaid to the Paying Agent all amounts to be payable under subparagraph (a) of this Section 4 in the then current sinking fund year.

(g) The County shall not be obligated under the provisions of this Section 4 to pay from the tax revenues described in Section 4(d) hereof (the "***Permitted Tax Revenues***") debt service on any Additional Certificates (as defined in the Certificate Resolution) unless (i) the Authority and the County shall have entered into an amendment or supplement to this Contract, or a new contract, and such amendment or supplement to this Contract or such new Contract is permitted under the terms of the Certificate Resolution and (ii) the Permitted Tax Revenues, based on the latest taxable digest of property located in the County subject to taxation for purposes of the Hospital Authorities Law, shall be sufficient to enable the Authority to pay (A) the highest Debt Service Requirements for any succeeding Bond Year on the Prior Certificates (if still outstanding), the Series 2026A Certificates (if still outstanding), any other Outstanding Certificates (as those terms are defined in the Certificate Resolution) and on the Additional Certificates

proposed to be issued, plus (B) the annual amounts then due and payable by the County under the Subordinate Obligations.

(h) Within twelve (12) months after the end of each Fiscal Year (the "***Reporting Date***"), commencing with Fiscal Year 2026, the County agrees that it will file on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system found at http://emma.msrb.org ("***EMMA***"), a copy of the County's audited financial statements. In the event that the audited financial statements of the County are not available by the Reporting Date, the County shall instead file its unaudited financial statements on EMMA. The audited financial statements of the County, when available, shall be filed on EMMA. The County agrees to furnish such additional financial information relating to the County as may be reasonably requested in writing by the Authority to the extent that all such information has been filed on EMMA.

(i) The Authority acknowledges that, upon initial delivery of the Series 2026A Certificates, Rule 15c2-12 of the Securities Exchange Act promulgated by the Securities and Exchange Commission ("***Rule 15c2-12***") is not applicable to the Series 2026A Certificates, and therefore, the County will not execute or deliver a written undertaking (the "***Disclosure Agreement***") with respect to the Series 2026A Certificates. If the purchaser of the Series 2026A Certificates, or a subsequent purchaser of the Series 2026A Certificates, determines that Rule 15c2-12 is applicable to the Series 2026A Certificates and the Fulton County Attorney and the Chief Financial Officer of Fulton County agree with such determination, the County agrees to execute and deliver a Disclosure Agreement to provide the information relating to the County and the Series 2026A Certificates required by the applicable provisions of Rule 15c2-12. Notwithstanding any other provision of this Contract to the contrary, no default under the Disclosure Agreement shall constitute a default or event of default under this Contract and under no circumstances shall such default affect the validity or the security for the payment of the Series 2026A Certificates.

(j) The County hereby covenants that prior to issuance of the Series 2026A Certificates it will provide written certification to the Authority and the purchaser of the Series 2026A Certificates that based upon the latest taxable digest of property located in Fulton County subject to taxation for purposes of the Hospital Authorities Law, seven (7) mills (or such higher millage as may then be authorized to be levied for purposes of the Hospital Authorities Law) of property taxes levied on the County's digest equals at least 1.1 times the highest Debt Service Requirement for any succeeding Bond Year on the Outstanding Certificates (as those terms are defined in the Certificate Resolution) and on the Series 2026A Certificates proposed to be issued.

5. *Mutual Obligations.* The parties hereto mutually agree as follows:

(a) Subject to the provisions of subparagraph 3(g) and subparagraph 4(g), as a part of the undertaking contemplated herein, the Authority is under an obligation to meet the principal and interest requirements of the Series 2026A Certificates as same become due and payable on each Interest Payment Date and Principal Payment Date (as such terms are defined in the Certificate Resolution) from the Contract Payments, and the Contract Payments shall be irrevocably pledged to the payment of the principal of and interest on and redemption premium (if any) on the Series 2026A Certificates to the extent and in the manner to be provided in the Certificate Resolution, to all of which each party does hereby consent; provided, however, should at some later date or dates it be determined advisable to issue additional revenue certificates or

obligations by the Authority ranking as to lien on the revenues of the Authority derived hereunder pari passu with the Series 2026A Certificates and any outstanding Series 2020A Certificates and a new contract or supplemental agreement to this Contract be entered into by and between the parties hereto to that effect, then the lien herein created on said revenues as security for the payment of the Series 2026A Certificates may be extended and broadened to include the payment of any such certificates or obligations and the principal of and interest thereon and redemption premium (if any).

(b) The term "indigent sick" as used herein means such persons residing in Fulton County that may be certified by the Authority as being entitled to receive the services of the Authority The term "indigent sick" shall mean such persons living within the boundaries of the County that may be certified by the Authority as being entitled to receive the services of the Authority. The medical attention herein referred to is construed to mean the usual care rendered to patients in hospitals, such as food, nursing care and supervision, use of operating room and facilities, use of x-ray facilities, use of the usual and customary out-patient clinical services and facilities, medicine and drugs. All other services, facilities, and materials not specifically enumerated or excepted above shall constitute extras and shall be accounted for accordingly by the user thereof. It is understood and agreed that certain charges for services shall be excluded from coverage under this Contract. These services are as follows: (1) private room unless medically necessary; (2) television; (3) private duty nurses; (4) cot rental; and (5) cosmetic surgery.

(c) This Contract is entered into under and pursuant to the Hospital Authorities Law and the provisions of Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia. The parties agree that the issuance of the Certificates for the purposes described herein is in the best interest of the Authority and the County and will promote the public health and welfare of the citizens of the County.

(d) The term "sinking fund year" shall mean the period commencing on the 2nd day of August in each year and extending through the 1st day of August in the next year.

(e) While this Contract is between the parties hereto, it is acknowledged that the owners of the Series 2026A Certificates have an interest herein and shall be third party beneficiaries of this Contract entitled to enforce the provisions hereof as if they were a party hereto to the fullest extent legally permissible. The parties hereto covenant that this Contract cannot be modified or amended, except as provided in the Certificate Resolution.

(f) No covenants, stipulations, obligations or agreements of any member, trustee, director, officer, agent, attorney or employee of the Authority or the County shall be deemed to be covenants, stipulations, obligations or agreements of any such member, trustee, director, officer, agent, attorney or employee, past or present, in his individual capacity. No recourse shall be had for the payment of the Series 2026A Certificates or any claim thereon against any member, director, officer, agent, attorney or employee of the Authority or the County, past, present or future.

(g) The parties acknowledge that the County is not obligated to contribute funds for the operation of the Project once construction is completed.

(h) This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(i) The effect and meaning of this Contract and the rights of all parties hereunder shall be governed by, and construed according to, the laws of the State of Georgia, without giving effect to any conflict of laws principles thereof.

(j) *Notices.* Unless otherwise specifically provided herein, any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when the same is: (i) deposited in the United States mail and sent by first class mail, postage prepaid; (ii) delivered by facsimile to the address below; (iii) emailed or other electronic means to the e-mail address below; or (iv) delivered, in each case to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties. The Authority and the County may, by written notice given by each to the others, designate any telephone number(s), e-mail address, facsimile, address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Contract. Until otherwise provided by the respective parties, all notices, certificates and communications to each:

If to the Authority:	The Fulton-DeKalb Hospital Authority 145 Edgewood Avenue – Second Floor Atlanta, Georgia 30303 Attention: Jevon Gibson, CEO E-mail: jgibson@thefdha.org
With a copy to:	Arnall Golden Gregory LLP 171 17th Street, Suite 2100 Atlanta, Georgia 30363 Attention: Sandra Z. Zayac, Esq. Telephone: (404) 873-8124 Fax: (404) 873-8125
If to the County:	Department of Finance 141 Pryor Street, SW, Suite 7000 Atlanta, Georgia 30303 Attention: Sharon Whitmore, Chief Financial Officer (404) 612-7385
with copy to:	Office of the County Attorney 141 Pryor Street, SW, Suite 4038 Atlanta, Georgia 30303 Attention: Y. Soo Jo, Esq. County Attorney (404) 612-4000

(k) Any amendment or supplements to this Contract shall be in writing and executed by all parties.

(l) Should any phrase, clause, sentence, section or paragraph of this Contract be held invalid or unconstitutional, it shall in nowise affect the remaining provisions, which provisions shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have caused this Contract to be executed in duplicate as of the date and year first above written.

FULTON COUNTY, GEORGIA

By: _____
Chairman Board of Commissioners
of Fulton County

Attest:

_____
Clerk to the Commission

[SEAL]

APPROVED AS TO FORM:

_____
County Attorney
Fulton County, Georgia

(Signatures continued on next page)

THE FULTON-DEKALB HOSPITAL AUTHORITY

By: _____
Bernard Taylor
Chair

Attest:

_____
Eric Thomas
Secretary

[SEAL]

EXHIBIT A

DEBT SERVICE SCHEDULE OF CONTRACT PAYMENTS

BOND DEBT SERVICE

The Fulton Dekalb Hospital Authority
Revenue Anticipation Certificates (Free Standing Emergency Department Project), Series 2026A

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
08/01/2026	505,000	3.610%	375,339.72	880,339.72	
12/31/2026					880,339.72
02/01/2027			333,834.75	333,834.75	
08/01/2027	945,000	3.610%	333,834.75	1,278,834.75	
12/31/2027					1,612,669.50
02/01/2028			316,777.50	316,777.50	
08/01/2028	990,000	3.610%	316,777.50	1,306,777.50	
12/31/2028					1,623,555.00
02/01/2029			298,908.00	298,908.00	
08/01/2029	1,040,000	3.610%	298,908.00	1,338,908.00	
12/31/2029					1,637,816.00
02/01/2030			280,136.00	280,136.00	
08/01/2030	1,090,000	3.610%	280,136.00	1,370,136.00	
12/31/2030					1,650,272.00
02/01/2031			260,461.50	260,461.50	
08/01/2031	1,145,000	3.610%	260,461.50	1,405,461.50	
12/31/2031					1,665,923.00
02/01/2032			239,794.25	239,794.25	
08/01/2032	1,205,000	3.610%	239,794.25	1,444,794.25	
12/31/2032					1,684,588.50
02/01/2033			218,044.00	218,044.00	
08/01/2033	1,265,000	3.610%	218,044.00	1,483,044.00	
12/31/2033					1,701,088.00
02/01/2034			195,210.75	195,210.75	
08/01/2034	1,330,000	3.610%	195,210.75	1,525,210.75	
12/31/2034					1,720,421.50
02/01/2035			171,204.25	171,204.25	
08/01/2035	1,395,000	3.610%	171,204.25	1,566,204.25	
12/31/2035					1,737,408.50
02/01/2036			146,024.50	146,024.50	
08/01/2036	1,465,000	3.610%	146,024.50	1,611,024.50	
12/31/2036					1,757,049.00
02/01/2037			119,581.25	119,581.25	
08/01/2037	1,535,000	3.610%	119,581.25	1,654,581.25	
12/31/2037					1,774,162.50
02/01/2038			91,874.50	91,874.50	
08/01/2038	1,615,000	3.610%	91,874.50	1,706,874.50	
12/31/2038					1,798,749.00
02/01/2039			62,723.75	62,723.75	
08/01/2039	1,695,000	3.610%	62,723.75	1,757,723.75	
12/31/2039					1,820,447.50
02/01/2040			32,129.00	32,129.00	
08/01/2040	1,780,000	3.610%	32,129.00	1,812,129.00	
12/31/2040					1,844,258.00
	19,000,000		5,908,747.72	24,908,747.72	24,908,747.72

EXHIBIT "B"

Final Solicitation

Proposed Transaction Overview

The Fulton-DeKalb Hospital Authority
(Atlanta, Georgia)

Fulton County, Georgia
$19,000,000

Revenue Anticipation Certificates, (Free Standing Emergency Department Project), Series 2026A

November 2025

The Fulton-DeKalb Hospital Authority

FULTON COUNTY

Grady

TerminusMunicipalAdvisors LLC

Project Overview

The Fulton County Free-Standing Emergency Department ("FSED") is a collaborative project (the "Project") between Grady Health System ("Grady") and Fulton County (the "County") aimed to address the critical healthcare access gap in South Fulton County, Georgia following the closure of two hospitals in the County in 2022. The Project has been identified by the County as a high priority due to the health disparities in the area.

The FSED aims to achieve the following goals:

- Provide 24/7 services to the community;
- Enhance patient care;
- Expand facilities to meet growing demand;
- Optimize operational efficiency;
- Ensure regulatory compliance;
- Promote community engagement;
- Sustain financial viability, and
- Achieve 30% minority spend to diverse suppliers for architectural services.

The FSED will be located on a 40-acre parcel located at the intersection of South Fulton Parkway and Campbellton-Fairburn Road Highway 92 in Union City. The facility will encompass over 20,000 square feet and will include 16 patient bays, a dedicated ambulance entrance, a helipad for flight transfers to other hospitals, imaging services, lab services , patient and staff support areas and a pharmacy. It is designed to provide emergency care for both adult and pediatric patients with serious and/or life-threatening conditions. The site will also allow for the possibility of future expansion to include additional healthcare services.

The total project cost is approximately $38.9 million and will be funded utilizing a combination of contributions from the County and Grady. The total cost to complete the facility will be split proportionally between the County and Grady. The ongoing operating costs of the facility will be covered by patient revenues. Construction on the Project began in March 2025 and is anticipated to be completed in April 2026 for a fall 2026 emergency room opening.

Proposed Funding of the Project

The Fulton-DeKalb Hospital Authority (the "Authority" or "FDHA") is proposing the issuance of tax-exempt Revenue Anticipation Certificates in the aggregate principal amount of $19 million to fund a portion of the costs of the FSED.

The Fulton-DeKalb Hospital Authority Revenue Anticipation Certificates (Free-Standing Emergency Department Project), Series 2026A (the "Series 2026A Certificates") will be issued by the Authority, in an amount not to exceed $19 million, and represent the County's contribution to the Project.

The Authority's issuance of the Series 2026A Certificates is predicated on the execution of a new intergovernmental agreement with the County. The Authority is seeking to complete the issuance of the Series 2026A Certificates by January 2026 and will be utilizing a competitive bidding process to secure a financial commitment.

Profile of The Fulton-DeKalb Hospital Authority (Certificate Issuer)

The Fulton-DeKalb Hospital Authority will serve as the conduit issuer of the proposed Series 2026A Certificates.

The Authority is a public body corporate and politic existing under the Hospital Authorities Law of the State of Georgia (O.C.G.A. Section 31-7-70 et seq., as amended (the "Hospital Authorities Law")) and by resolutions of the Board of Commissioners of Fulton County on August 6, 1941, and of the Board of Commissioners of DeKalb County on August 9, 1941.

The Authority is empowered by the Hospital Authorities Law, among other things, as follow, "...to acquire by purchase, lease, or otherwise and to operate projects,...[which within the meaning of the Act, include]...hospitals, healthcare facilities, office buildings clinics, housing accommodations, nursing homes, rehabilitation centers, extended care facilities, and other public facilities,...to borrow money,...to exercise any and all powers now or hereafter possessed by private corporations performing similar functions,...to construct, reconstruct, improve, alter and repair projects;...to borrow money for any corporate purpose; ...to mortgage, pledge or assign any revenue [and] to issue revenue anticipation certificates for the purpose of providing funds to carryout [its] duties..."

The Authority fosters comprehensive healthcare initiatives in the greater Atlanta community through agency-to-agency collaboration, solid corporate relationships and effective community outreach campaigns. Governed by a ten-member Board of Trustees appointed by the commissioners of Fulton and DeKalb counties, the Authority is committed to working to meet the healthcare needs of the residents of Fulton and DeKalb counties and provide quality health care.

The Authority has served the indigent residents of Fulton and DeKalb counties for over 72 years, dating back to World War II. The FDHA promotes general healthcare needs by providing grants to community-based health organizations, hosting or sponsoring health events and advocating for responsive healthcare policy for indigent citizens in the State of Georgia.

The Authority owns a complete medical center including hospital facilities known as "Grady Memorial Hospital" and outpatient clinical facilities and related parking and other facilities (collectively, the "Grady Health System"). Since 2008, the Authority has leased the Grady Health System pursuant to a Lease and Transfer Agreement to Grady Memorial Hospital Corporation, a Georgia nonprofit corporation (the "Corporation"), to facilitate daily operations. The Authority maintains oversight for the Grady Health System and focuses on overseeing operations of Grady Memorial Hospital and promoting the general health of the community.

Profile of Fulton County (Certificate Obligor)

The County is the central county in the Atlanta Metropolitan Area and the most populous county in Georgia. The latest estimated population of the County as of July 1, 2024 was 1,090,354 as estimated by the U.S. Census Bureau. Originally created in 1853 by the Georgia General Assembly and enlarged in 1931 by the absorption of two adjacent counties, the County encompasses approximately 529 square miles. The City of Atlanta occupies approximately 133 square miles, or about 25% of the County, and accounts for approximately 42% of its population. The fourteen other incorporated cities located in the County are: Alpharetta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton and Union City. Urban and suburban areas associated with Atlanta, Hapeville, East Point, Sandy Springs and College Park are located in the central section of the County; suburban areas associated with Alpharetta, Roswell, Johns Creek and Milton are located in the northern section of the County, and agricultural areas remain in the extreme ends of the 75-mile distance from the northern to the southern boundaries.

The County provides a full range of services to these citizens including a comprehensive court system, a full range of public health and human services and facilities, and library services.

Fulton County Credit Ratings:	Fitch:	AAA (stable outlook)
	Moody's:	Aa1 (stable outlook)
	S&P:	AA+ (stable outlook)

Continuing Disclosure Information
Financial information regarding the County, including information provided as part of the County's existing continuing disclosure undertakings can be accessed with the following links:

Comprehensive Annual Financial Reports:
https://www.fultoncountyga.gov/inside-fulton-county/fulton-county-departments/finance/annual-financial-reports

County Continuing Disclosure:
https://emma.msrb.org/IssueView/Details/ER378254

Existing FDHA-Fulton County Debt Obligations

The County currently has $57.345 million in financial obligations outstanding in respect of intergovernmental contract-backed bonds issued through the FDHA related to prior funding of capital improvements for Grady Health Systems. The Authority's Revenue Certificates (Grady Surgical Center Project), Series 2020A (the "Series 2020A Certificates") have a final maturity date of August 1, 2034. The Authority's Revenue Certificates (Ponce de Leon Center Project), Series 2021 (the "Series 2021 Certificates" and, together with the Series 2020A Certificates, the "Existing FDHA Debt Obligations") have a final maturity date of August 1, 2034. The primary source of repayment for these obligations is derived from the County General Fund, evidenced by a contractual commitment with the FDHA. A detailed schedule of outstanding debt service for the Existing FDHA Debt Obligations, exclusive of the proposed Series 2026A Certificates, is as follows:

Fulton County, Georgia Detailed Schedule of Outstanding Debt related to FDHA					
Period End	Principal	Interest	Debt Service	Annual Debt Service	Bond Balance
2/1/2026	-	393,618	393,618	-	57,345,000
8/1/2026	6,030,000	393,618	6,423,618	-	51,315,000
12/31/2026	-	-	-	6,817,235	51,315,000
2/1/2027	-	352,353	352,353	-	51,315,000
8/1/2027	6,110,000	352,353	6,462,353	-	45,205,000
12/31/2027	-	-	-	6,814,705	45,205,000
2/1/2028	-	310,506	310,506	-	45,205,000
8/1/2028	6,195,000	310,506	6,505,506	-	39,010,000
12/31/2028	-	-	-	6,816,011	39,010,000
2/1/2029	-	268,045	268,045	-	39,010,000
8/1/2029	6,280,000	268,045	6,548,045	-	32,730,000
12/31/2029	-	-	-	6,816,090	32,730,000
2/1/2030	-	224,971	224,971	-	32,730,000
8/1/2030	6,370,000	224,971	6,594,971	-	26,360,000
12/31/2030	-	-	-	6,819,942	26,360,000
2/1/2031	-	181,252	181,252	-	26,360,000
8/1/2031	6,455,000	181,252	6,636,252	-	19,905,000
12/31/2031	-	-	-	6,817,504	19,905,000
2/1/2032	-	136,920	136,920	-	19,905,000
8/1/2032	6,545,000	136,920	6,681,920	-	13,360,000
12/31/2032	-	-	-	6,818,839	13,360,000
2/1/2033	-	91,942	91,942	-	13,360,000
8/1/2033	6,635,000	91,942	6,726,942	-	6,725,000
12/31/2033	-	-	-	6,818,884	6,725,000
2/1/2034	-	46,294	46,294	-	6,725,000
8/1/2034	6,725,000	46,294	6,771,294	-	-
12/31/2033	-	-	-	6,817,587	-
Totals	**$ 57,345,000**	**$ 4,011,797**	**$ 61,356,797**	**$ 61,356,797**	

Source of Contract Payments to the FDHA

The County's General Fund is currently utilized to meet scheduled and periodic contract payments related to the Existing FDHA Debt Obligations. It is anticipated that the proposed Series 2026A Certificates payments will also be funded in a similar manner (e.g., via payments made by Fulton County to the FDHA pursuant to the Intergovernmental Contract). However, it should be noted, under the existing intergovernmental contracts relating to the existing FDHA Debt Obligations and under the intergovernmental contract to be executed in connection with the Series 2026A Certificates, the County has agreed, and will agree for the Series 2026A Certificates, to levy an ad-valorem tax, within the maximum millage limitation prescribed by law on all taxable property located within Fulton County as may be necessary to produce revenues sufficient to fulfill its obligations under the existing and proposed intergovernmental contract. The maximum millage rate permitted by the Hospital Authorities Law of Georgia is seven mills. Nothing contained in the existing and proposed intergovernmental contracts, however, may be construed as limiting the right of the County to pay the obligations under the intergovernmental contracts out of its general funds or from other sources lawfully available to it for such purposes. For purpose of clarification and to avoid doubt, It is contemplated that the County will execute a similar Intergovernmental Contract as that entered in connection with the existing FDHA Debt Obligations reflecting the current terms and conditions for the Series 2026A Certificates.

Debt Coverage Ratio*:

2024 Assessed Value (M&O)	92,180,976,482
Value of 1 Mill:	92.180 million
Value of 7 Mill Pledge:	645.266 million
Outstanding Max. Debt Service:	$6,819,942
Existing Debt Coverage:	94.61x
Projected Max. Debt Service:	$8,617,339*
Total Projected Debt Coverage:	74.88x*

***Projected Maximum Debt Service assumes the issuance of the Series 2026A Certificates with a 15-year amortization period plus the Maximum Debt Service for the Existing FDHA Debt Obligations.**

Note: The principal of, redemption premium, if any, and interest on the Series 2026A Certificates shall be payable solely from certain payments to be made by the County under the terms of the Intergovernmental Contract relating to the Series 2026A Certificates and provided to the Custodian for deposit in the Contract Payments Fund held by the Custodian under the Certificate Resolution; and neither the Authority nor any of its assets or other revenue (other than the funds created for the Series 2026A Certificates) shall

secure or otherwise be available to pay debt service on the Series 2026A Certificates. The Corporation is not directly or indirectly liable for the payment of debt service on the Series 2026A Certificates.

Schedule:

- Friday, November 14, 2025: Distribute Solicitation
- Wednesday, November 19, 2025: Deadline for Questions at 12 PM, ET
- Wednesday, December 3, 2025: Proposals Due at 12 PM, ET and subsequent Award
- Friday, December 5, 2025: Purchaser Counsel distributes Certificate Purchase Agreement for review; Co-Bond Counsel circulates revised bond documents containing the final terms of the Series 2026A Certificates
- Friday, December 5, 2025: Purchaser Counsel sends comments to bond documents; Co-Bond Counsel circulates revised bond documents
- Week of December 8: Purchaser Counsel provides sign-off on all bond documents
- December 16, 2025: Authority Meeting to adopt final resolution, final documents, including execution of Certificate Purchase Agreement
- December 17, 2025: County Meeting to adopt final resolution, final documents, including execution of Certificate Purchase Agreement
- After December 17 – January: Validation of the Series 2026A Certificates
- January 14, 2026: Close Transaction

Summary of Key Preliminary Transaction Provisions

Issuer:	The Fulton-DeKalb Hospital Authority ("FDHA")
Obligor:	Fulton County, Georgia ("County")
Bond Amount:	Not to exceed $19 million
Transaction Purpose:	Fund project costs and transaction costs of issuance.
Minimum Net Proceeds:	$19,000,000*
Certificate Description:	Revenue Anticipation Certificates (Free-Standing Emergency Department Project), Series 2026A (the "Series 2026A Certificates")
Rating:	The Series 2026A Certificates will not be rated.
Interest Rate Mode:	Fixed Rate, Tax-Exempt
Call Feature:	August 1, 2031, at par.* Other call options will be considered
Interest Payment Dates:	Interest payments on the Certificates will be paid semi-annually on February 1 and August 1, beginning August 1, 2026. Interest will be computed on the basis of a 360-day year consisting of twelve, 30-day months.
First Interest Date:	August 1, 2026
First Principal Date:	August 1, 2026
Estimated Closing Date:	January 14, 2026*
Final Maturity:	August 1, 2040* (Not to exceed 15 years)
Authority for Issuance:	The proposed Series 2026A Certificates are being issued pursuant to the authority granted by (a) Article IX, Section III, Paragraphs I(a) of the Constitution of the State of 1983; (b) the laws of the State (including with limitation, the Hospital Authorities Law); and (c) the proposed Certificate Resolution.

Security and Payment:	**Primary:**	Fulton County General Fund; and,
	Secondary:	Levy of an ad-valorem tax in an amount sufficient to meet intergovernmental contract payments. The levy is limited to 7 mills of the County's taxable gross digest.

The proposed Series 2026A Certificates are limited obligations of the Authority payable solely from and secured by payments made by the County to the Authority pursuant to an Intergovernmental Contract.

The proposed Series 2026A Intergovernmental Contract obligates the County to make periodic payments ("Contract Payments") to the Authority in amounts calculated to be sufficient to pay, when due, the principal of, premium (if any), and interest on the proposed Series 2026A Certificates.

The principal of, redemption premium, if any, and interest on the Series 2026A Certificates shall be payable solely from certain payments to be made by the County under the terms of the Intergovernmental Contract and provided to the Custodian for deposit in the Contract Payments Fund held by the Custodian under the Certificate Resolution; and neither the Authority nor any of its assets or other revenue (other than the funds created for the Series 2026A Certificates) shall secure or otherwise be available to pay debt service on the Series 2026A Certificates.

Primary Transaction Documentation:	Intergovernmental Contract with Authority and County Fulton County Authorizing Resolution FDHA Certificate Resolution Development and Funding Agreement Agreement Relating to Custodian and Depository Paying Agent and Registrar Agreement Investor Letter Certificate Purchase Agreement

Co-Bond Counsel:	Arnall Golden Gregory LLP Murray Barnes Finister LLP
Financial Advisor:	Terminus Municipal Advisors, LLC
Counsel to the County:	McGuire Woods LLP
Direct Placement:	The Series 2026A Certificates will be issued and sold directly by the Authority to the winning bidder, as an investor. The Authority will not prepare an offering statement, seek ratings, or provide a continuing disclosure agreement with respect to the Series 202A Certificates.
Exemption from Rule 15c2-12:	The issuance of the Series 2026A Certificates as a private placement will be exempt from Rule 15c2-12; accordingly, no continuing disclosure agreement will be required.
Book-Entry:	The Series 2026A Certificates will not be delivered in book-entry form or made DTC eligible. No CUSIP number will be obtained for the Series 2026A Certificates.
Qualified Investor:	The Series 2026A Certificates may only be purchased, resold, pledged or transferred in compliance with the Certificate Resolution and only to Qualified Institutional Buyers as defined in Rule 144A of the Securities Act or to a common law trust, statutory trust or another type of trust or custodial arrangement in which all of the beneficial ownership interests therein would be owned by one or more Qualified Institutional Buyers.
Investor Letter:	The Purchaser of the Series 2026A Certificates shall be a Qualified Investor and shall provide to the Registrar and the Authority an investor letter in the form attached to the Certificate Resolution as Exhibit H. The Series 2026A Certificates may not be transferred or sold to any entity unless such entity is a "qualified institutional buyer" within the meaning of Section 144A of the 1933 Act.

Representation of Intent to Hold:

By submitting a bid, each bidder affirms that it has a present intent to hold the Series 2026A Certificates to maturity or earlier redemption, or for its loan portfolio, and has no present intention of reselling or otherwise disposing of all or a part of the Series 2026A Certificates. By submitting a bid, each bidder also acknowledges that Terminus Municipal Advisors, LLC, as Financial Advisor, is relying on the foregoing representation and based on this representation this transaction meets the requirements for being a qualifying exception for purposes of MSRB Rule G-34, and the Financial Advisor is excepted and released from the requirement to request a CUSIP assignment on behalf of the Authority pursuant to MSRB Rule G-34 for the Series 2026A Certificates.

Amortization Schedule:

(15-Yr Schedule)

August 1	Principal*
2026	$ 505,000
2027	$ 945,000
2028	$ 990,000
2029	$ 1,040,000
2030	$ 1,090,000
2031	$ 1,145,000
2032	$ 1,205,000
2033	$ 1,265,000
2034	$ 1,330,000
2035	$ 1,395,000
2036	$ 1,465,000
2037	$ 1,535,000
2038	$ 1,615,000
2039	$ 1,695,000
2040	$ 1,780,000

***Subject to change.**

Contact Information:

Shanique Stewart
Vice President
Terminus Municipal Advisors, LLC
3330 Cumberland Blvd, S.E.
Suite 660
Atlanta, GA 30339
Tel: (404) 492-8418
Shanique.stewart@smcterminus.com

Roselyn Miller
Director
Terminus Municipal Advisors, LLC
3330 Cumberland Blvd, S.E.
Suite 660
Atlanta, GA 30339
Tel: (404) 905-9722
Roselyn.miller@smcterminus.com

David Corbin
Managing Director
Terminus Municipal Advisors, LLC
3330 Cumberland Blvd, S.E.
Suite 660
Atlanta, GA 30339
Tel: (404) 418-7903
David.corbin@smcterminus.com

EXHIBIT "C"

Addendum to the Certificate Purchase Agreement

$19,000,000
The Fulton-DeKalb Hospital Authority
Revenue Anticipation Certificates
(Free-Standing Emergency Department Project), Series 2026A

ADDENDUM TO CERTIFICATE PURCHASE AGREEMENT

December 17, 2025

In connection with Regions Capital Advantage, Inc., a [_____] corporation (the "***Purchaser***") entering into this Certificate Purchase Agreement with The Fulton-DeKalb Hospital Authority (the "***Authority***"), for the purchase by the Purchaser, and the sale by the Authority, of The Fulton-DeKalb Hospital Authority Revenue Anticipation Certificates (Free-Standing Emergency Department Project), Series 2026A, in the aggregate principal amount of $19,000,000 (the "***Series 2026A Certificates***"), the County hereby acknowledges and agrees to the following for the benefit of the Purchaser:

1. The Purchaser and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services.

2. With respect to this certificate and any other information, materials or communications provided by the Purchaser: (i) the Purchaser and its representatives are not recommending an action to the Authority, the County, or any other municipal entity or obligated person; (ii) the Purchaser and its representatives are not acting as an advisor to the Authority or the County, or any other municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the Authority or the County, or any other municipal entity or obligated person with respect to any such information, materials or communications; (iii) the Purchaser and its representatives are acting for their own interests; (d) the County has been informed that the it should discuss any and all information, materials or communications provided by the Purchaser with any and all internal and external advisors and experts that the County deems appropriate before acting on any such information, materials or communications provided by the Purchaser.

3. The County acknowledges and agrees that the Purchaser is purchasing the Series 2026A Certificates in evidence of a privately negotiated loan and in that connection the Series 2026A Certificates shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depositary Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

4. The County represents and warrants to the Purchaser that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person or entity.

5. The County further represents and warrants to the Purchaser that it and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by the Series 2026A Certificates on behalf of any person or entity named as a Specially Designated National and Blocked Person.

6. To the extent permitted by applicable law, the County irrevocably and voluntarily waives any right it may have to a trial by jury with respect to any controversy or claim between the Authority, the County and the Purchaser, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or relates to the Series 2026A Certificates and any terms sheet therefor, or any of the other certificates, documents, agreements, and materials associated with the Series 2026A Certificates. This provision is a material inducement for the Purchaser's determination to purchase the Series 2026A Certificates.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have caused this Addendum to the Certificate Purchase Agreement to be executed in duplicate as of the date and year first above written.

FULTON COUNTY, GEORGIA

By: _____

Chairman, Board of Commissioners
of Fulton County

Attest:

_____

Clerk to the Commission

[SEAL]

APPROVED AS TO FORM:

_____

County Attorney

Fulton County, Georgia

CLERK'S CERTIFICATE

STATE OF GEORGIA,

FULTON COUNTY

I, Tonya R. Grier, Clerk of the Board of Commissioners of Fulton County, do hereby certify that the foregoing pages constitute a true and correct copy of the resolution adopted by the Board of Commissioners of Fulton County at an open public meeting duly called and lawfully assembled at __ _.m., on the 17th day of December, 2025, the original of said resolution being duly recorded in the Minute Book of the Board of Commissioners, which Minute Book is in my custody and control. I do hereby further certify that the following members of the Board of Commissioners were present at said meeting:

_____ _____

_____ _____

_____ _____

_____

and that the following members were absent:

_____ _____

_____

and that said resolution was duly adopted by vote of:

yes _____ no _____

WITNESS my hand and the official seal of Fulton County, Georgia, this the 17th day of December, 2025.

_____

Tonya R. Grier, Clerk
Board of Commissioners
of Fulton County

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0991 **Meeting Date:** 12/17/2025

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

Request approval of a Resolution adding to the 2026 Legislative Agenda an urging of members of the Georgia House of Representatives and Senate to repeal the Living Infants and Fairness Equality (Life) Act (House Bill 481); and for other related purposes. **(Pitts)**

A RESOLUTION ADDING TO THE 2026 LEGISLATIVE AGENDA AN URGING OF MEMBERS OF THE GEORGIA HOUSE OF REPRESENTATIVES AND SENATE TO REPEAL THE LIVING INFANTS AND FAIRNESS EQUALITY (LIFE) ACT (HOUSE BILL 481); AND FOR OTHER RELATED PURPOSES.

WHEREAS, in 2019, members of the Georgia General Assembly passed House Bill 481 ("HB 481") which prohibits abortions after a fetal heartbeat is detected, typically about six weeks into pregnancy; and

WHEREAS, enforcement of HB 481 began in 2022 after the United States Supreme Court overturned its 1973 Roe v. Wade decision that legalized abortion; and

WHEREAS, since the enforcement of HB 481, pregnant women have been denied medical care in Georgia during miscarriages because of uncertainty among doctors over whether they could be prosecuted under the law; and

WHEREAS, in at least one highly publicized case, a pregnant Georgia woman died after seeking an emergency abortion that she was denied and in another case a pregnant brain-dead woman was kept on life support without her family's consent because of her pregnancy; and

WHEREAS, HB 481 makes no exceptions for pregnancies resulting from rape or incest; and

WHEREAS, HB 481 undermines women's autonomy and their right to make decisions about their own reproductive health by denying them the ability to make a choice about whether to proceed with a pregnancy, which most women at six (6) weeks' gestation are unlikely to be aware of; and

WHEREAS, HB 481's limitations undermines women's ability to undertake screening tests for fetal abnormalities, many of which cannot be detected until later in a pregnancy, which denies them the opportunity to make informed medical decisions; and

WHEREAS, there is evidence that HB 481 has particularly profound impact on vulnerable and marginalized populations; and

WHEREAS, HB 481 may increase the likelihood of women seeking to self-manage their abortion rather than seeking medical assistance, resulting in unsafe abortion procedures that can lead to abortion-related mortality; and

WHEREAS, eliminating legal access to abortion has been empirically proven to dramatically increase the risk of death, injury and infertility, especially in marginalized and vulnerable populations; and

WHEREAS, according to the National Institute of Reproductive Health, one in four women in the United States will have an abortion by the age of 45; and

WHEREAS, making abortion legal, safe and accessible does not appreciable increase abortion demand but rather reduces clandestine and unsafe abortion procedure and results in legal and safe ones; and

WHEREAS, HB 481 has the effect of leaving tens of thousands of future children unnecessarily disadvantaged and living in poverty; and

WHEREAS, the Fulton County Board of Commissioners supports a woman's right to choose and believes that the right to privacy should protect doctors, patients and all those involved with medical treatment of a pregnant woman from criminal prosecution related to decisions made within the doctor-patient relationship; and whereas, the Board of Commissioners has a responsibility to protect its residents from any violation of their human rights and criminalization of their reproductive rights;

WHEREAS, the Fulton County Board of Commissioners finds that urging the members of Georgia General Assembly to repeal HB 481 would best serve the interests

of the citizens and taxpayers of Fulton County and the rest of the State of Georgia.

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners hereby adds to its 2026 legislative agenda, an urging of the members of the Georgia General Assembly to repeal House Bill 481 to protect the interests of the citizens and taxpayers of Fulton County and the rest of the State of Georgia.

BE IT FURTHER RESOLVED, that the Clerk to the Commission is hereby directed to provide an executed copy of this Resolution to each member of the Georgia General Assembly and to the Association County Commissioners of Georgia.

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

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 17th day of December 2025.

FULTON COUNTY
BOARD OF COMMISSIONERS

Sponsored by:

_____
Robert L. Pitts, Chairman
(At Large)

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.: 25-0992 **Meeting Date:** 12/17/2025

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

Request approval of a Resolution to abolish fund 419, Clerk of Superior and Magistrate Court Technology Fund and fund 439 Clerk of Court Technology Fund and requiring all funds within these funds and all future revenue previously associated with these funds to be deposited into the County General Fund; and for other purposes. **(Ellis)**

RESOLUTION TO ABOLISH FUND 419, CLERK OF SUPERIOR AND MAGISTRATE COURT TECHNOLOGY FUND AND FUND 439 CLERK OF COURT TECHNOLOGY FUND AND REQUIRING ALL FUNDS WITHIN THESE FUNDS AND ALL FUTURE REVENUE PREVIOUSLY ASSOCIATED WITH THESE FUNDS TO BE DEPOSITED INTO THE COUNTY GENERAL FUND; AND FOR OTHER PURPOSES.

WHEREAS, Fulton County Government has various funds referred to as Special Appropriation Funds and such funds are used to account for the proceeds of specific revenue sources such as specific taxes or fees (excluding major capital projects that are legally restricted to expenditures for specified purposes); and

WHEREAS, Fund 419, Clerk of Superior and Magistrate Court Technology Fund is a Special Appropriation Fund which holds funds generated through E-Recording fees and used for technology in the Clerk of Superior and Magistrate Court; and

WHEREAS, Fund 439, Fulton Clerk of Courts Technology Fund holds funds which are generated through E-file fees and is used for technology in the Clerks to Superior and Magistrate Court and State Court; and

WHEREAS, the Fulton County Board of Commissioners deems Fund 419, Clerk of Superior and Magistrate Court Technology Fund and Fund 439, Fulton Clerk of Courts Technology Fund to no longer be an appropriate and effective approach to funding, budgeting and planning of technology spending and expenditures; and

WHEREAS, the Fulton County Board of Commissioners desires to abolish Fund 419, Fulton Clerk of Courts Technology Fund and Fund 439, Fulton Clerk of Courts Technology Fund and require all fees and other revenue currently being deposited into Fund 419 and Fund 439 to be deposited into the County General Fund upon adoption of this resolution and require all fund balances associated with Fund 419 and Fund 439 to be deposited into the County General Fund; and

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

PASSED AND ADOPTED, this ____ day of _____, 2025.

FULTON COUNTY BOARD OF COMMISSIONERS

_____
Bob Ellis, Vice Chair (District 2)

ATTEST:

_____
Tonya Grier,
Clerk to Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo
County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0993 **Meeting Date:** 12/17/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution to amend Resolution no. 22-0644 and Resolution no. 21-0282 that created and established the Fulton County Veterans' Empowerment Commission by revising its purpose and to establish funding for specific programming for veterans through existing Fulton County programs; and for other purposes. **(Ellis/Abdur-Rahman)**

A RESOLUTION TO AMEND RESOLUTION NO. 22-0644 AND RESOLUTION NO. 21-0282 THAT CREATED AND ESTABLISHED THE FULTON COUNTY VETERANS' EMPOWERMENT COMMISSION BY REVISING ITS PURPOSE AND TO ESTABLISH FUNDING FOR SPECIFIC PROGRAMMING FOR VETERANS THROUGH EXISTING FULTON COUNTY PROGRAMS; AND FOR OTHER PURPOSES.

WHEREAS, on April 21, 2021, the Board of Commissioners of Fulton County created and established the Fulton County Veterans Empowerment Commission (the "Veterans Commission") pursuant to Resolution No. 21-0282 11 (the "Establishing Resolution"); and

WHEREAS, the Establishing Resolution provides that the Veterans Commission serves as an advisory body to investigate and provide recommendations to the Board of Commissioners concerning priorities, objectives, and policies which will support the veteran population in Fulton County; and

WHEREAS, the Establishing Resolution further provides that the Veterans Commission would be formed as a domestic nonprofit entity and directed County staff to file the necessary incorporation paperwork with the Georgia Secretary of State; and

WHEREAS, the Establishing Resolution further provides that the Veterans Commission shall research and apply for grant funding and otherwise make funding recommendations for public and private programs which will benefit the veteran population of Fulton County, Georgia; and

WHEREAS, at its June 16, 2022 meeting, the Veterans Commission voted to recommend to the Board of Commissioners that the Veterans Commission amend the Establishing Resolution to provide that the Veterans Commission function solely as an advisory body going forward, and no longer operate as a non-profit corporate entity that applies for grant funding independently; and

WHEREAS, on September 7, 2022 the Board of Commissioners of Fulton County amended Resolution 21-0282 through Resolution No. 22-0644 to provide that the Fulton County Veterans Empowerment Commission shall function solely as an advisory body to the Board of Commissioners and shall abandon being established as a nonprofit corporate entity and can no longer apply for grant funding as a nonprofit corporation; and

WHEREAS, since its time of existence, the Fulton County Veterans Empowerment Commission has not provided any recommendations to the Board of Commissioners concerning priorities, objectives, and policies which will support the veteran population in Fulton County; and

WHEREAS, the Fulton County Board of Commissioners desires to have actionable priorities and objectives to support the veteran population in Fulton County and desires to utilize existing programs and services related to housing, arts and culture, senior services and behavioral health to support the veteran population; and

WHEREAS, the Fulton County Board of Commissioners also desires Fulton County Government to be a welcoming and desirable place of employment for veterans; and

WHEREAS, the Fulton County Board of Commissioners desires to change the role of the Veterans Commission to focus on these areas in conjunction with Fulton County staff; and

WHEREAS, the Fulton County Board of Commissioners desires to dedicate $250,000 of the budgeted funding for the Fulton County Community Services Program (CSP) for housing programs which support veterans in Fulton County and directs County staff to structure the application process for the CSP program; accordingly, and

WHEREAS, the Fulton County Board of Commissioners desires to dedicate $200,000 of the budgeted funding for the Fulton County Arts & Culture Contract for Services Program (CFS) for arts and culture programming which support veterans in Fulton County, including but not limited to public memorials, commemorative events, or arts programming; and

WHEREAS, the Fulton County Board of Commissioners desires for the Veterans Commission to assist the Fulton County Behavioral Health and Developmental Disabilities Department and Fulton County Department of Senior Services in providing outreach to veterans in Fulton County so that they can take advantage of such Fulton County services including but not limited to drug and alcohol treatment, adult day programs, seniors transportation, and food programs; and

WHEREAS, the Fulton County Board of Commissioners desires for the Veterans Commission to assist Fulton County Human Resources management in providing outreach to veterans in Fulton County so that they are aware of employment opportunities and more likely to apply for employment; and

WHEREAS, the Fulton County Board of Commissioners desires for the Veterans Commission to assist Fulton County Human Resources management in evaluating whether Fulton County Government should establish an employee resource group (ERG) for veterans to collaborate with HR and leadership on recruiting, onboarding and retention of employees who are veterans.

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

PASSED AND ADOPTED, this ____ day of _____, 2025.

FULTON COUNTY BOARD OF COMMISSIONERS

_____
Bob Ellis, Vice Chair (District 2)

ATTEST:

_____
Tonya Grier,
Clerk to Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo
County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0994 **Meeting Date:** 12/17/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution to establish a Fulton County Tax Allocation District Advisory Committee to advise the Board of Commissioners on policies, strategies, and community partnerships that advance Fulton County's redevelopment plans pursuant to the Redevelopment Powers Law; and for other purposes. **(Ivory)**

A RESOLUTION TO ESTABLISH A FULTON COUNTY TAX ALLOCATION DISTRICT ADVISORY COMMITTEE TO ADVISE THE BOARD OF COMMISSIONERS ON POLICIES, STRATEGIES, AND COMMUNITY PARTNERSHIPS THAT ADVANCE FULTON COUNTY'S REDEVELOPMENT PLANS PURUSANT TO THE REDEVELOPMENT POWERS LAW; AND FOR OTHER PURPOSES.

WHEREAS, the Redevelopment Powers Act (O.C.G.A. § 36-44-1 et seq.) provides for the establishment of redevelopment powers and the creation of redevelopment plans and tax allocation districts by counties and municipalities in the State of Georgia to improve economic and social conditions within substantially underutilized and economically and socially depressed urban areas that limit the tax resources of counties and impair the growth of communities; and

WHEREAS, Fulton County has utilized the Redevelopment Powers Act to create tax allocation districts and has a stake in tax allocation districts created by cities within Fulton County; and

WHEREAS, Fulton County recognizes the importance of community involvement in the tax allocation district process, as well as the importance of balanced and equitable development of the County in a way that preserves the dignity of existing residents and ensures equal participation by residents in the many benefits of tax allocation districts; and

WHEREAS, it is in the best interests of the citizens of Fulton County that the Board of Commissioners establish a tax allocation district Advisory Committee consisting of individuals with the necessary experience and knowledge to represent the neighborhoods within the tax allocation district and individuals with knowledge and experience in parks and trails, planning and development, transit planning and development, finance and

business, complex project management, affordable housing, urban planning, arts and culture, historic preservation, green building principles, or other subjects relevant to tax allocation districts; and

WHEREAS, Fulton County has long set the standard in the state for social and economic progress, and as a leader, it aims to demonstrate its commitment its citizens by establishing a tax allocation district Advisory Committee; and

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners hereby establishes the Fulton County Tax Allocation District Advisory Committee ("Advisory Committee") which committee will be comprised of representatives from the Neighborhood Planning Units, as well as county residents or persons who represent organizations that operate with Fulton County who have experience in the areas of parks and trails, planning and development, transit planning and development, finance and business, complex project management, affordable housing, urban planning, arts and culture, historic preservation, green building principles, or other subjects relevant to tax allocation districts.

BE IT FURTHER RESOLVED, that the Advisory Committee shall be comprised of fourteen (14) members with two (2) members appointed by each commissioner. The members of the Advisory Committee shall serve staggered terms. The initial membership of the Advisory Committee shall be comprised of persons nominated and appointed as follows: 1) each commissioner shall nominate one member to serve a term of two (2) years; and 2) each commissioner shall nominate one member to serve a term of four (4) years. All initial members will begin their term upon approval by the Board of

Commissioners. After these initial terms, Commissioners may reappoint or appoint new members for four (4) year terms.

BE IT FURTHER RESOLVED that the Advisory Committee shall establish bylaws to govern the actions of the Advisory Committee, within sixty (60) days of its first meeting and shall be approved by a majority of the members of the Advisory Committee and within the first six (6) months of convening, the Advisory Committee shall present to the Board of Commissioners its proposed governance structure and strategic objectives.

BE IT FURTHER RESOLVED that the role of the Advisory Committee shall include, but not be limited to: 1) making recommendations to the Board of Commissioners on the issuance, allocation and distribution of tax allocation bond proceeds and monitor the effective and equitable implementation of and redevelopment plan and 2) accept reports from the appropriate Neighborhood Planning Units or other body related to decisions regarding economic development, land use or zoning issues related to a tax allocation district.

BE IT FURTHER RESOLVED, that the Advisory Committee shall meet on at least a quarterly basis or as otherwise appropriate and shall provide a semi-annual report to the Board of Commissioners.

BE IT FURTHER RESOLVED, that the Advisory Committee may create subcommittees and an executive committee as deemed appropriate.

BE IT FURTHER RESOLVED, that the County Manager will assign a department and/or individual to provide administrative support to the Advisory Committee, including

reserving meeting space, serving as the committee's initial point of contact, and liaising between the Advisory Committee and county management.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 17th day of December 2025.

FULTON COUNTY
BOARD OF COMMISSIONERS

Sponsored by:

_____
Mo Ivory, Commissioner
(District 4)

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0997 **Meeting Date:** 12/17/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Discussion: Senior Exemptions. Property Tax Relief for Seniors. **(Ellis)**