

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

June 26, 2024

10:00 AM



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



A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

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

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

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

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

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

CONSENT AGENDA**24-0407 Board of Commissioners**

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

24-0408 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Hattie Dorsey Remembrance Day."

(Abdur-Rahman/Pitts)

June 8, 2024

Proclamation recognizing "Edith Primm Appreciation Day." **(Arrington)**

June 13, 2024

Proclamation recognizing "NATAS Southeast Appreciation Day." **(Hall/Arrington)**

June 15, 2024

Proclamation recognizing "Brown's Mill Women's Golf Association Appreciation Day." **(Pitts)**

June 20, 2024

Proclamation recognizing "Linzy Scott, III Appreciation Day." **(Arrington)**

June 20, 2024

Proclamation recognizing "Wylma Long Blanding Remembrance Day." **(Arrington)**

June 24, 2024

Open & Responsible Government**24-0409 Real Estate and Asset Management**

Request approval to close out a contract - Department of Real Estate and Asset Management, 20ITB126371C-CG Towing and Wrecker Services for County Fleet in the amount not to exceed \$8,118.00 with S&W Services of Atlanta Inc. (Atlanta, GA), for final payment for services rendered in January 2024 through March 2024 for towing and wrecker services for Fulton County fleet vehicles. Effective upon BOC approval.

24-0410 Real Estate and Asset Management

Request approval of a Memorandum of Understanding ("MOU") between Fulton County, Georgia and the Better Future Project, Inc., d/b/a Communities Responding to Extreme Weather ("CREW") for the purpose of supporting the Resilience Hub at the Metropolitan Library. Effective for 5 years.

24-0411 Finance

Ratification of May 2024 Grants Activity Report.

24-0412 Finance

Request approval of a Resolution by the Board of Commissioners of Fulton County, Georgia, approving an amendment to the Fulton County Defined Contribution Plan to permit participation by Judges of the State Court of Fulton County in accordance with State Law and to update the Plan for certain required law changes in accordance with the Federal Law, Secure Act 2.0 and authorizing the Chairman of the Board of Commissioners or his/her designee to execute the amendment.

Health and Human Services**24-0413 Community Development**

Request approval of a statewide contract, Community Development, SWC 99999-SPD-0000136-008, Temporary Staffing Services in an amount not to exceed \$122,730.60 with Corporate Temps 2000 (Norcross, GA) to continue temporary staffing services for the Department of Community Development. Effective upon BOC approval through December 31, 2024.

24-0414 Public Works

Request approval of a Service Account Agreement Letter - Department of Public Works, Drinking Water Laboratory, and Related Services Account Agreement Letter in the amount not to exceed \$25,000.00 from the State of Georgia / DNR - Environmental Protection Division (EPD) (Atlanta, GA), to provide drinking water laboratory and related services for the contract period effective from July 1, 2024, to June 30, 2025. Effective upon BOC approval.

24-0415 Public Works

Request approval of a Resolution approving a form temporary right of entry agreement and related documents for the Department of Public Works to use to enter onto private property to determine the composition of water service lines; delegating to the Director of the Department of Public Works the authority to execute the temporary right of entry agreements and related documents on behalf of Fulton County; authorizing the County Attorney to approve the temporary right of entry agreement and related documents as to form prior to execution; requiring the Director of Public Works to spread such executed documents on the minutes of a Board of Commissioners Meeting; and for other purposes.

24-0416 Public Works

Request approval of an amendment to the existing Agreement for Cooperative Technical Assistance and Intergovernmental Cost Sharing among the Atlanta Regional Commission (ARC), the City of Atlanta, the Atlanta-Fulton County Water Resources Commission, Cobb County-Marietta Water Authority, DeKalb County and Gwinnett County to extend the time to negotiate and approve a renewed agreement. If approved, the existing Agreement would now expire on December 31, 2024.

Infrastructure and Economic Development**24-0417 Real Estate and Asset Management**

Request approval of a Water Vault Easement Dedication of 68 square feet to Fulton County, Georgia, from New Urban Development Johns Creek, GA, LLC, owner, for the purpose of constructing the Dutch Bros Coffee Shop Project at 9630 Medlock Bridge Road, Alpharetta, Georgia 30097.

24-0418 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 51,704 square feet to Fulton County, Georgia, from Ayesha Afsar Faruqi, a/k/a Ayesha A. Faruqi, an individual, for the purpose of constructing the Charlotte Drive Development Project at 1010 Rida Street, Milton, Georgia 30004.

24-0419 Real Estate and Asset Management

Request approval of a Resolution approving two (2) easement agreements between Fulton County, Georgia ("Grantor") and the Georgia Power Company ("Grantee") to allow the Georgia Power Company to trim trees and install and maintain guy poles, guy wires, and anchors on County-owned property near the Sandy Springs Branch Library; to authorize the Chairman to execute the easement agreements and related documents; to authorize the County Attorney to approve the easement agreements and related documents as to form; and for other purposes.

24-0420 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 33,583 square feet to Fulton County, Georgia, from AIO DB Boulder, LLC, for the purpose of constructing the ATL5 Data Center Project at 0 Bakers Ferry Road SW, South Fulton, Georgia 30336.

24-0421 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 11,653.69 square feet to Fulton County, Georgia, from Venture Communities, LLC for the purpose of constructing the Palisade at Stonewall Tell Project at 0 Stonewall Tell Road, South Fulton, Georgia 30331.

24-0422 Real Estate and Asset Management

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, Georgia, and Brightwater Homes, LLC, for the purpose of granting conditional approval for the installation of stormwater infrastructure within a portion of the County's existing water line easement area at 0 Cox Road, Roswell, Georgia 30075.

24-0423 Real Estate and Asset Management

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, Georgia and JBGL Atlanta Development 2014, LLC, for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 5560 Abbotts Bridge Road, Johns Creek, Georgia 30097.

24-0424 Real Estate and Asset Management

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, Georgia, and Moslem and Leila Eskandari for the purpose of granting conditional approval for the installation of stormwater infrastructure within a portion of the County's existing water line easement at 2385 Old Milton Parkway, Alpharetta, Georgia 30009.

Justice and Safety**24-0425 Medical Examiner**

Request approval to renew a Memorandum of Understanding on behalf of the Fulton County Office of the Medical Examiner and The Department of Chemistry and Forensic Science for Savannah State University. The Department of Chemistry and Forensic Science for Savannah State University at this moment agrees to perform DNA kinship testing on an individual case-by-case basis as needed and requested by the Fulton County Medical Examiner Office on a case-by-case basis not to exceed \$15,000.00. Effective upon approval through July 30, 2025.

24-0426 Medical Examiner

Request approval to renew an existing contract between Fulton County, on behalf of the Medical Examiner, and Morehouse School of Medicine to provide clinical education experiences for students enrolled in the School's M.D. degree program. The County is not required to pay any compensation. Effective upon approval through December 31, 2024.

SECOND REGULAR MEETING AGENDA

24-0427 Board of Commissioners
Adoption of the Second Regular Meeting Agenda.

24-0428 Clerk to the Commission
Ratification of Minutes.

Second Regular Meeting Minutes, May 15, 2024
First Regular Meeting Post Agenda Minutes, June 5, 2024

24-0429 Board of Commissioners
Presentation of Proclamations and Certificates.

Proclamation recognizing “Art In The Paint Appreciation Day.” **(Arrington/Hall)**

PUBLIC HEARINGS

24-0430 Board of Commissioners
Public Comment - Citizens are allowed to voice County related opinions, concerns, requests, etc. during the Public Comment portion of the Commission meeting. **Priority for public comment will be given to Fulton County citizens and those individuals representing businesses or organizations located within Fulton County, including their employees, whether such persons are commenting in-person, via emails or via Zoom or other electronic media (i.e., phone call). Non-Fulton County citizens will only be heard after all in-person Fulton County citizens, representatives of business and organizations located within Fulton County, including their employees, have been heard and the time allotted for public comment has not expired, except as otherwise provided in this code section. County staff shall verify the residency of each public speaker prior to such person being heard by the board. Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed sixty (60) minutes at the First Regular Meeting, nor will this portion exceed sixty (60) minutes at the Second Regular Meeting.** In the event the 60-minute time limit is reached prior to public comments being completed, public comment will be suspended and the business portion of the BOC meeting will commence. Public comment will resume at the end of the meeting. For more information or to arrange a speaking date, contact the Clerk’s Office.

COUNTY MANAGER'S ITEMS**Open & Responsible Government****24-0431 Finance**

Request approval of a Resolution setting proposed 2024 Millage Rates for the General Fund at 8.87 mills in accordance with O.C.G.A. § 48-5-32.1(A)(9); authorizing advertisement of the proposed General Fund millage rate of 8.87 mills along with the five-year millage rate history and advertisement of the dates for the required public hearings; authorizing the Chairman of the Board of Commissioners to sign the Pending Appeals - For Properties Other Than Public Utilities for Tax Year 2024 to allow the Digest to be submitted to the State Department of Revenue; and Authorizing the County Attorney to petition the Superior Court of Fulton County for an order authorizing the immediate and temporary collection of 2024 taxes pursuant to O.C.G.A. § 48-5-310, if it becomes necessary.

24-0432 County Manager

Presentation of the Fulton County Operational Report.

24-0433 Real Estate and Asset Management

Request approval to amend an existing contract - Department of Real Estate and Asset Management, 22ITB132332C-GS(A), Solid Waste Disposal and Recycling Services Countywide in an amount not to exceed \$150,000.00 with Latham Home Sanitation Company, Inc. (Loganville, GA), to provide landfill solid waste disposal and single stream recycling services at the following County facilities; Central Warehouse, Animal Services Facility, and the Public Safety Training Center. Effective upon BOC approval through December 31, 2024.

24-0434 Real Estate and Asset Management

Request approval to increase the spending authority - Department of Real Estate and Asset Management, 21RFP130049C-CG, Landfill Post Closure Services in an amount not to exceed \$150,000.00 with Atlantic Coast Consulting, Inc. (Roswell, GA), to provide the required Georgia Department of Natural Resources, Environmental Protection Division (EPD) Underground Storage Tank (UST) regulatory inspections for the nine (9) identified County owned UST facilities and to provide additional landfill site maintenance/repairs to the detention pond located at Morgan Falls Landfill. Effective upon BOC approval.

24-0435 Real Estate and Asset Management

Request approval to extend existing contract - Fulton County Library System, 10RFP04122K-DJ, Program Management Services for the Library Capital Improvement Program (FCLS-CIP) in the amount of \$260,783.56 with Heery/Russell - a joint venture (Atlanta, GA), comprised of CBRE Heery, Inc., and H.J. Russell and Company, Inc., to continue to provide without interruption Program Management Services for an additional four (4) month period in order to complete Phase II library renovation and expansion projects. Effective dates: July 1, 2024, through October 31, 2024.

24-0436 Information Technology

Request approval of a statewide contract - Fulton County Information Technology (FCIT), SWC98000-MNS1-0000001102 GTA, Telecommunication Services in the amount of \$3,250,000.00 with AT&T Corporation, (Atlanta, GA) to provide telecommunication services and products Countywide. Effective dates: July 1, 2024, to December 31, 2024.

24-0437 Information Technology

Request approval of a statewide contract-Information Technology, SWC98000-MNS1-0000001102 GTA, Telecommunication Services in the amount of \$932,943.50 with AT&T Corporation, (Atlanta, GA) to provide telecommunication services and products Countywide. Effective date July 1, 2024, through December 31,2024.

24-0438 Purchasing and Contract Compliance

Request approval of an ordinance to amend Chapter 102 (Administration), Article V (Purchases and Contracts), Division 1 (General Provisions), Section 102-351 (Definitions) and Division 3 (Source Selection and Contract Formation), Section 102-373 (Competitive Sealed Bidding) of the Fulton County Code of Ordinances to alter the public notice requirements for advertisements inviting responses to Fulton County solicitations to permit, but not require, such advertisements to be published in the County's legal organ; and for other purposes.

Health and Human Services**24-0439 Senior Services**

Request approval of statewide contract - Department of Senior Services, SWC99999-SPD0000136-003A Temporary Staffing Services in an amount not to exceed \$134,288.98 with New World Employment dba Snelling (Tucker, GA), to provide staffing services to support the operation of the Department of Senior Services facilities. Effective July 1, 2024 through December 31, 2024.

24-0440 Community Development

Request approval of a Resolution by the Board of Commissioners to authorize the adoption and approval of the 2024 HUD Annual Action Plan to secure federal funds supporting projects and services needed by low- and moderate-income citizens. Funding is as follows: Community Development Block Grant Program (CDBG) in the amount of \$1,254,257.00 and HOME Investment Partnership Program in the amount of \$594,880.00. A Fulton County general fund match is not required for the CDBG Program. Fulton County uses its general fund to support the required 25% match for the HOME program.

24-0441 Public Works

Request approval of a recommended proposal - Department of Public Works, 24RFP140569K-DB, MS4 NPDES Permit Management Oversight and Administration in an amount not to exceed \$64,422.00 with River to Tap, Inc. (R2T) (Roswell, GA), to provide management, oversight, and administration services for the MS4 NPDES required Storm Water Management Program within the unincorporated area of Fulton County on a time and materials basis. Effective upon execution of the contract through December 31, 2024, with two renewal options.

24-0442 Public Works

Request approval of a change order less than 10% - Public Works, 17RFP031617K-DJ Progressive Design/Build Services for Big Creek Water Reclamation Facility (WRF) Expansion Project Phase 2B in the amount of \$3,782,603.00 with Archer Western-Brown and Caldwell Joint Venture (Atlanta, GA) to cover costs associated with tariffs for equipment/material purchases and overall improvements to the project site and existing administration building and to extend the contract for an additional 30 days to the contract days to allow for completion of these items. Effective upon BOC approval.

24-0443 Public Works

Request approval to increase the spending authority - Department of Public Works, 23ITB139005A-JWT, Standby Utility Pavement Patching & Paving Services in an amount not to exceed \$300,000.00 with the K&E Group USA, LLC (Atlanta, GA) to provide standby utility pavement patching and paving services. Effective upon BOC approval through December 31, 2024.

Justice and Safety**24-0444 County Manager**

Request approval to increase the spending authority - Office of County Manager, Project ORCA Program Support with Ankobia Group, LLC (Atlanta, GA) in an amount not to exceed \$175,000.00 to provide program support services for the County Court Backlog Reduction Plan (Project ORCA) in an effort to address the significant backlog of court cases due to Coronavirus (COVID-19). Effective dates: July 1, 2024, through December 31, 2024.

COMMISSIONERS' ACTION ITEMS**24-0354 Board of Commissioners**

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

(Abdur-Rahman) (MOTION TO APPROVE FAILED ON 5/15/24 AND 6/5/24)

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS

Health and Human Services**24-0311 Senior Services**

Presentation of the Senior Transportation Uber/Lyft Program Update and request approval of \$4.00 cost share per one-way trip. **(HELD ON 5/1/24)**

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS**24-0404 Board of Commissioners**

Discussion: Report from CFO and Purchasing Director on implementation of Cherry Bekaert procurement recommendations. **(Pitts) (HELD ON 6/5/24)**

24-0445 Board of Commissioners

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

24-0446 Board of Commissioners

Discussion: Options to confirm or deny allegations of a culture of corruption in Fulton County Government. **(Pitts)**

24-0447 Board of Commissioners

Discussion: County Auditor - Review of the Registration and Elections Absentee Voting Process **(Thorne)**

24-0448 Board of Commissioners

Discussion: Update of activities of the City of Atlanta and Fulton County Recreation Authority (AFCRA). **(Arrington)**

EXECUTIVE SESSION**24-0449 Board of Commissioners**

Executive **(CLOSED)** Sessions regarding litigation **(County Attorney)**, real estate **(County Manager)**, and personnel **(Pitts)**.

ADJOURNMENT



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0408

Meeting Date: 6/26/2024

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Hattie Dorsey Remembrance Day.” **(Abdur-Rahman/Pitts)**
June 8, 2024

Proclamation recognizing “Edith Primm Appreciation Day.” **(Arrington)**
June 13, 2024

Proclamation recognizing “NATAS Southeast Appreciation Day.” **(Hall/Arrington)**
June 15, 2024

Proclamation recognizing “Brown’s Mill Women’s Golf Association Appreciation Day.” **(Pitts)**
June 20, 2024

Proclamation recognizing “Linzy Scott, III Appreciation Day.” **(Arrington)**
June 20, 2024

Proclamation recognizing “Wylma Long Blanding Remembrance Day.” **(Arrington)**
June 24, 2024



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0409

Meeting Date: 6/26/2024

Department

Real Estate and Asset Management

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

Request approval to close out a contract - Department of Real Estate and Asset Management, 20ITB126371C-CG Towing and Wrecker Services for County Fleet in the amount not to exceed \$8,118.00 with S&W Services of Atlanta Inc. (Atlanta, GA), for final payment for services rendered in January 2024 through March 2024 for towing and wrecker services for Fulton County fleet vehicles. Effective upon BOC approval.

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

In accordance with Purchasing Code Section 102-416(g), the purpose of the closeout process is to verify that both parties to the contract have fulfilled their contractual obligations and that there are no responsibilities remaining. A contract is completed when all goods and services have been received and accepted; all reports have been delivered and accepted; all administrative actions have been accomplished; all county furnished equipment and material has been returned; and final payment has been made to the contractor.

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: On December 20, 2023, the BOC approved a new contract 23ITB138872C-JNJ, Towing and Wrecker Services for County Fleet, in the total amount of \$60,000.00 with CSS Transportation, LLC, to provide towing and wrecker services for County fleet for FY2024. DREAM received the fully executed contract on April 4, 2024.

Fulton County fleet had approximately 45 towing incidents from January 2024, through end of March 2024. Now, DREAM is requesting approval to close out the contract to allow the final payment of invoices in the total amount not to exceed of \$8,118.00 to S&W Services of Atlanta, Inc. for services rendered in January 2024 through March 2024 for towing and wrecker services for County fleet.

Scope of Work: This contract provides towing services, tire changing, lock out assistance and battery charging/starting services for the County’s fleet vehicles on an “as-needed” basis for 24 hours a day, 7 days per week.

The category of vehicle is as follows:

- Light-duty tow truck with the capacity to tow a vehicle with a combined gross vehicle weight of 14,000 pounds or less.
- Medium-duty tow truck with the capacity to tow a vehicle with a combined gross vehicle weight of 10,001 to 25,999 pounds or less.
- Heavy-duty tow truck with the capacity to tow a vehicle with a combined gross vehicle weight of 26,000 pounds or heavier.

Community Impact: None of which the Department is aware.

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

Project Implications: This contract requires specialty tools, equipment, training, and skills. Towing and wrecker services for County fleet will not be performed in a timely or cost-effective manner if not available.

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

Department Issues/Concerns: If this close out contract is not approved, the Department will not be able to pay final payment of invoices for services rendered from January 2024 through March 2024 for towing and wrecker services for Fulton County fleet.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0213	3/17/21	\$40,000.00
1st Renewal	21,0931	12/1/21	\$40,000.00
2 nd Renewal	22-0705	10/5/22	\$30,000.00
Contract Close-Out			\$8,118.00
Total Revised Amount			\$118,118.00

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

Contract Value: \$8,118.00

Prime Vendor: S&W Services of Atlanta Inc.
Prime Status: White Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$8,118.00 or 100.00%

Total Contract Value: \$8,118.00 or 100.00%
Total Certified Value: \$8,118.00 or 100.00%

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

- Exhibit 1: Amendment No. 1 to Form of Contract
- Exhibit 2: Towing Services Invoice Statements Report

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$40,000.00
 Previous Adjustments: \$70,000.00
 This Request: \$8,118.00
 TOTAL: \$118,118.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

Agenda Item No.: 24-0409

Meeting Date: 6/26/2024

700-520-5223-1710: Internal Services, Real Estate and Asset Management, Garage Parts- \$8,118.00

Key Contract Terms	
Start Date: N/A	End Date: N/A
Cost Adjustment: N/A	Renewal/Extension Terms: N/A

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?

Yes

Report Period Start:

N/A

Report Period End:

N/A

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **S&W Services of Atlanta, Inc.**

Contract No. **20ITB1263781C-CG, Towing and Wrecker Services for County Fleet**

Address: **2559 Jonesboro Road**
City, State **Atlanta, GA 30315**

Telephone: **(404) 622-8360**

E-mail: [**Pam@swtowing.net**](mailto:Pam@swtowing.net)

Contact: **Pamela Seig,**
President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **S&W Services of Atlanta, Inc.** to provide Towing and Wrecker Services for County Fleet, dated January 1, 2021, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the purpose for of this amendment is for the approving of increase spending authority to cover the costs for final payment for services rendered in January 2024, through March 2024 for contract close out for towing and wrecker services for Fulton County fleet; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on **June 5, 2024, BOC Item #24-**.

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

This Amendment No. 1 to Form of Contract is effective as of the 5th day of June, 2024, between the County and **S&W Services of Atlanta, Inc.**, who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To allow final payment for services rendered in January 2024, through March 2024 for contract close out for towing and wrecker services for Fulton County fleet.
2. **COMPENSATION:** The services described under Scope of Work herein shall be

performed by Contractor for a total amount not to exceed **\$8,118.00** (Eight Thousand One Hundred Eighteen Dollars and Zero Cents).

3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

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

CONSULTANT:

**S&W SERVICES OF ATLANTA,
INC.**

Pamela Seig,
President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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BILL TO:
 FULTON COUNTY GENERAL SERVICES
 895 MARIETTA BLVD
 ATLANTA, GA 30318

CL
 FAX#
 TERMS

STATEMENT OF ACCOUNT DATE: 03/27/24

DATE	TICK #	DESC	PO #	UNIT #
01/04/24	A140478	23 GMC DENA		
01/07/24	A139288	21 Mercedes		FC SHERRIF
01/10/24	A139147	FORD EXPLOR		54B479
01/17/24	A140647			
01/19/24	A140874	DODGE DURAN		
01/22/24	A140398			
01/22/24	A140656	GMC YUKON		
01/23/24	A140399			
01/24/24	A140820	22 Chevrole		
01/28/24	A141082	23 GMC Yuko		FULCC/FCS-
01/28/24	A139882	FC SHERIFF		1822
01/30/24	A139531	CHEVROLET T		
01/30/24	A140673			
01/30/24	A140674			
01/30/24	A140791	FC SHERIFF		
01/30/24	A141110	13 FC SHERI		1250
02/01/24	443577	18 INTERNAT		54B426
02/02/24	A140799	22 Ford Exp		1830
02/03/24	A141097	13 Dodge Ch		FCS D
02/05/24	A140801	sprinter		
02/11/24	A141277	17 Dodge Ch		FULTON CO
02/15/24	A140957	FORD FUSION		
02/16/24	A141059	PD CAR		
02/16/24	A141405	PD CAR		
02/21/24	A140921	FC SHERIFF		1237

02/24/24	A141312	17 Chevrole	FULCC-619
02/26/24	433988	97 CHEVROLE	023
02/29/24	A141431	FC SHERIFF	1382
03/01/24	A141220	FC SHERIFF	
03/05/24	A141224	FC SHERIFF	2445
03/06/24	A141333	GOLF CART	
03/06/24	A141694	FC SHERIFF	
03/07/24	445357	ISUZU NPR	650046
03/08/24	A141446	21 Dodge Ch	1826
03/08/24	A141504	DODGE CHARG	544
03/12/24	A141509	FC SHERIFF	
03/13/24	A141707	FC SHERIFF	
03/14/24	A141746	PD CAR	
03/19/24	A141550	CHEVROLET T	
03/20/24	445886	CHEVROLET C	028
03/20/24	A141543	FORD F 150	
03/24/24	A141179	Dodge Charger	
03/28/24	A141554	Bobcat	
03/29/24	A141555	Ford Intercep	

JST#: FULCC
: 404-893-6328
s: Net 30 Days

TICKET AMOUNT	AMOUNT OWING
161.00	161.00
137.00	137.00
143.00	143.00
170.00	170.00
149.00	149.00
173.00	173.00
203.00	203.00
152.00	152.00
146.00	146.00
149.00	149.00
164.00	164.00
191.00	191.00
152.00	152.00
152.00	152.00
188.00	188.00
185.00	185.00
480.00	480.00
131.00	131.00
179.00	179.00
191.00	191.00
161.00	161.00
170.00	170.00
152.00	152.00
140.00	140.00
125.00	125.00

182.00	182.00
325.00	325.00
185.00	185.00
161.00	161.00
182.00	182.00
137.00	137.00
155.00	155.00
380.00	380.00
170.00	170.00
182.00	182.00
146.00	146.00
146.00	146.00
152.00	152.00
239.00	239.00
250.00	250.00
170.00	170.00
137.00	137.00
300.00	300.00
175.00	175.00

8118.00



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0410

Meeting Date: 6/26/2024

Department

Real Estate and Asset Management

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

Request approval of a Memorandum of Understanding (“MOU”) between Fulton County, Georgia and the Better Future Project, Inc., d/b/a Communities Responding to Extreme Weather (“CREW”) for the purpose of supporting the Resilience Hub at the Metropolitan Library. Effective for 5 years.

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

Pursuant to Fulton County Code Sec. 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the county, as they may deem expedient, according to law. Further, pursuant to O.C.G.A. Sec. 36-10-1, all contracts entered into by the county governing authority with other persons on behalf of the county shall be in writing and entered on its minutes.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)* The Department of Real Estate and Asset Management recommends approval of an MOU with Better Future Project, Inc., d/b/a Communities Responding to Extreme Weather (“CREW”), a non-profit network of climate Resilience Hubs across the country. In 2019, Fulton County received a grant to create the first Resilience Hub in the region, and the Metropolitan Library was selected for the location in 2021. A Resilience Hub serves as a place the community can gather during an

emergency to seek shelter, power devices, and get information about other resources. Solar panels were installed on the roof of the Metropolitan Library in 2021, and a back-up battery system is expected to be connected to the panels in 2024.

Scope of Work: CREW will provide outreach materials and training related to climate preparedness for the Resilience Hub at the Metropolitan Library. Fulton County will place CREW climate preparedness material at the Metropolitan Library, display a CREW decal, and work with CREW to stay informed about climate-related events.

Community Impact: Approval of the MOU will allow Fulton County residents access to materials and training about how to prepare for and respond to climate emergencies.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of an MOU with CREW to provide outreach materials and training related to climate preparedness for the Resilience Hub at the Metropolitan Library.

Project Implications: The MOU will advance resilience efforts at the Metropolitan Library as a Resilience Hub where the community can gather during an emergency to seek shelter, power devices, and get information about other resources.

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

Department Issues/Concerns: No department concerns have been identified.

Fiscal Impact / Funding Source - This project has no funding implications

**MEMORANDUM OF UNDERSTANDING BETWEEN
BETTER FUTURE PROJECT, INC., d/b/a
COMMUNITIES RESPONDING TO EXTREME WEATHER
AND
FULTON COUNTY, GEORGIA
REGARDING THE FULTON COUNTY METROPOLITAN LIBRARY RESILIENCE
HUB**

This Memorandum of Understanding (“MOU”) is executed by Better Future Project, Inc., d/b/a Communities Responding to Extreme Weather (“CREW”), and Fulton County, a political subdivision of the State of Georgia (“the County”), and made effective as of the _____ day of _____, 2024 (the “Effective Date”), to establish a collaborative relationship between CREW and the County (collectively, the “Parties” and each individually, a “Party”) for the purpose of supporting the Resilience Hub at the Fulton County Metropolitan Library (“metropolitan Library”).

WHEREAS, the County’s Board of Commissioners has adopted a Sustainability and Resilience Plan with a vision for Fulton County “to thrive as the premier county in Georgia for sustainability and resilience, protecting residents, visitors and environmental systems;” and

WHEREAS, the Department of Real Estate and Asset Management is in the process of creating a Resilience Hub at the Metropolitan Library, located at 1332 Metropolitan Parkway SW, Atlanta, GA 30310; and

WHEREAS, the Resilience Hub at the Metropolitan Library will have a back-up battery system and offer a place for the community to gather during an emergency; and

WHEREAS, the Resilience Hub at the Metropolitan Library intends to distribute educational materials about preparing for climate emergencies and to offer trainings to the public; and

WHEREAS, it is CREW’s mission to equip communities with the training, organizational structures, and technological support needed to build climate resilience; and

WHEREAS, the County and CREW wish to enter into a collaborative relationship under this MOU wherein CREW will support the County with educational materials and training resources at the County operated Resilience Hub at the Metropolitan Library.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, and the agreements contained herein, the Parties to this MOU hereby agree as follows:

1. Purpose. The purpose of this MOU is to establish a working relationship between CREW and the County to facilitate community outreach at the Metropolitan Library Resilience Hub. The Parties agree to work together in good faith to accomplish this purpose.

2. The County's Duties and Responsibilities. The County, through the Department of Real Estate and Asset Management and in cooperation with the Fulton County Library System, shall be responsible for the following activities at the Metropolitan Library:
 - a. Hosting at least one climate preparedness event per year for the community.
 - b. Placing in a prominent public setting brochures and other materials about extreme weather preparedness, which weather events the County is most vulnerable to, and how the community can best equip itself to adapt.
 - c. Displaying a Climate Resilience Hub decal (provided by CREW) in an area visually accessible to passersby.
 - d. Working with CREW to stay informed about current climate events and their impacts.
 - e. Designating a Hub liaison with CREW and to update CREW if personnel changes require this point person to be changed.
 - f. Filling out an annual survey of the County's experience as a hub to help CREW provide more effective and targeted support to Climate Resilience Hubs.
 - g. Permitting CREW to identify the County as a CREW participant.
 - h. Grant properly identified CREW's personnel access to the Metropolitan Library upon sufficient notice to place or display necessary resources and materials.

3. CREW's Duties and Responsibilities. CREW shall be responsible for the following activities:
 - a. Providing decals, materials, brochures, and any other written and digital climate preparedness supplements for hubs to best serve their patrons.
 - b. Helping hubs become networked into a larger matrix of climate resilience spaces in their immediate and surrounding areas.
 - c. Provide trainings, presentations, and emotional and pedagogical support as requested.
 - d. Fostering a spirit of collaboration across hubs to ensure that no hub is left alone on an island.
 - e. Evaluating hub resources and their needs.
 - f. Working with each hub to go beyond the bare minimum of climate resilience, as they are able and interested, and to address additional climate adaptation needs in their communities.
 - g. Deferring to the hubs' on-the-ground knowledge of the needs and vulnerabilities of their community, and not imposing rigid one-size-fits-all systems or structures.
 - h. Continuing to update hubs on best practices and to keep materials fresh, current, and accurate.

4. Collaboration and Cooperation. CREW and the County agree to work together to support the County's Resilience Hub at the Metropolitan Library. The County's Hub liaison and CREW will communicate regularly to ensure project success.

5. Term of Memorandum. This MOU shall be in effect for five (5) years from the Effective Date or until either party ends the agreement in accordance with Section 6 below.

6. Termination. The County may terminate this MOU at any time for its convenience. Otherwise, either party may terminate this MOU at any time by giving sixty (60) days' advance notice to the other Party.
7. Notices. Any notices required to be provided under the terms of this MOU shall be in writing and given either in person, electronically (with confirmation of transmittal and receipt retained by the sender), or the day after delivery by a nationally recognized next business day delivery service, or three (3) days after transmittal by first class mail, postage and any other costs prepaid, to the address of the Party being given notice as set forth below or to such other address as a Party may furnish to the other in writing during the term of this MOU.

If to CREW: Communities Responding to Extreme Weather
30 Bow St,
Cambridge, MA 02138
Attn:
Phone: 508-728-5992
Email: rachael@climatecrew.org

If to the County: Fulton County Department of Real Estate & Asset Management
141 Pryor Street, SW, Suite G-119
Atlanta, GA 30303
Attn: Joseph Davis, Director
Phone: (404) 612-3772
Email: Joseph.Davis@fultoncountyga.gov

Fulton County Department of Real Estate & Asset Management
141 Pryor Street, SW, Suite G-119
Atlanta, GA 30303
Attn.: Jessica Lavender, Energy & Sustainability Manager
Phone: (404) 536-1310
Email: Jessica.Lavender@fultoncountyga.gov

8. Confidentiality. The Parties specifically acknowledge that the County is a political subdivision of the State of Georgia and that each Party is subject to certain open records laws which identify information that is subject to public disclosure and govern the limits of confidential designations. The Parties further specifically acknowledge that upon receipt of an Open Records Act request, the County is legally required to produce all responsive information subject to certain enumerated categories of information not subject to production. The Parties understand that notwithstanding the designation of certain information subject to this MOU as "confidential," each Party is bound by the provisions of applicable open records laws. Consequently, a Party is not required to obtain the other Party's prior written consent when responding to a request for documents subject to a request for records pursuant to the Georgia Open Records Act, O.C.G.A §50-18-70, et seq.

9. No Agency. This MOU between the County and CREW is strictly a contractual relationship and the Parties expressly state that there is and shall be no agency or partnership between the Parties pursuant to this arrangement. The Parties agree that this MOU does not constitute a contract for specific services associated with a particular project, and such contracts or agreements, if any, will be contained in separate documents.
10. No Third Party Beneficiaries. This MOU is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this MOU.
11. Amendments and Waivers. Any provision of this MOU may be amended or waived if such amendment or waiver is in writing and is signed by the Parties hereto. No course of dealing on the part of any Party to this MOU, nor any failure or delay by any Party to this MOU with respect to exercising any right, power, or privilege hereunder will operate as a waiver thereof.
12. Applicable Law. This MOU is made under, construed in accordance with, and governed by the laws of the State of Georgia.
13. Use of Name. Except as provided in this MOU, neither Party shall use the other Party's name, trademarks and/or logos for advertising or any other similar purpose including, without limitation, brochures, advertisements, press releases, testimonials, websites, customer reference lists or other implied or expressed endorsements, without the prior written consent of such other Party, which consent may be withheld in the sole discretion of such other Party.

**(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY. SIGNATURES
CONTAINED ON NEXT PAGE.)**

IN WITNESS WHEREOF, the Parties hereto, being duly authorized, have duly executed and delivered this MOU as of the Effective Date.

**BETTER FUTURE PROJECT, INC., d/b/a
COMMUNITIES RESPONDING TO
EXTREME WEATHER**, a non-profit corporation

By: _____
Its: _____

Attest:

By: _____

CORPORATE SEAL

Approved as to form:

By: _____

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

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

APPROVED AS TO FORM

Y. Soo Jo
County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0411

Meeting Date: 6/26/2024

Department

Finance

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

Ratification of May 2024 Grants Activity Report.

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

Grants Policy A(10): All grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners' 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 May 2024 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period May 1, 2024 - May 31, 2024.

Fulton County departments report the following grants activity:

- Applications Submitted/Pending: 3 (\$1,811,249.27 + \$19,651.76 Cash Match)

- Applications Awarded: 3 (\$3,742,459.69 + \$240,240.42 Cash Match)

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

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

The Fulton County May 2024 Grants Activity Report (GAR) Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through May 31, 2024. Fulton County departments report the following grants activity:

- Total Applications Submitted/Pending: 23 (\$7,399,611.47 + \$268,104.76 Cash Match)
- Total Applications Awarded: 16 (\$5,789,682.63 + \$275,046.60 Cash Match)
- Total Grant Applications Denied: 0 (\$0.00 + \$0.00 Cash Match)

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



**FULTON
COUNTY**

FULTON COUNTY FY2024 GRANTS ACTIVITY REPORT May 2024

Presented to:
Fulton County Board of Commissioners
Wednesday, June 26, 2024
Second Meeting

Provided by: Fulton County Finance Department, Grants Administration Division



Exhibit 1: Board Grants Ratification Summary

Grants Submitted and/or Awarded

May 1, 2024 - May 31, 2024

Exhibit 1 lists by Strategic Goal grants that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10), "all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners 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 FY2024 May 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 May 1, 2024 Through May 31, 2024 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
JUSTICE AND SAFETY							
Superior Court	U.S. Department of Justice	Accountability Courts Drug Treatment Program	Request approval to apply and accept a new grant from the U.S. Department of Justice in the amount of \$1,000,000.00, which will support the Accountability Courts Drug Treatment Program by funding Peer Mentor Staff and job training for the accountability court program participants. There is a required In-Kind match of \$333,336.00, which will be covered by salary expenses not covered by the grant. No County Cash Match.	\$ 1,000,000.00	\$ -	Pending	N/A
Superior Court	Criminal Justice Coordinating Council	Accountability Courts Adult Felony Drug Court	Request approval to accept a repeat grant from the Criminal Justice Coordinating Council in the amount of \$43,100.00. The grant will support the Peer Support and Emergency Housing for the Accountability Court Program. The Accountability Court intensive outpatient treatment program provides an opportunity for those with substance use and mental health issues to get treatment and avoid jail time if they successfully complete the 18 to 24-month program. No County Cash Match	\$ 43,100.00	\$ -	Awarded	\$ 43,100.00
Superior Court	Criminal Justice Coordinating Council	Accountability Courts Drug Court Program	Request approval to apply and accept a new grant from the Criminal Justice Coordinating Council in the amount of \$100,000.00, which will support the Superior Court various programs; Adult Felony Court, Veteran Court, Behavioral Health Treatment Court, Recovery Treatment Court, and Family Dependency Court. Funds will also be used for job training for Accountability Court program participants, and emergency and transitional housing for active court participants. There is required In-Kind match of \$33,405.00, which will be covered by salary expenses not covered by the grant. No County Cash Match.	\$ 100,000.00	\$ -	Pending	N/A
Subtotal:				\$ 1,143,100.00	\$ -		
HEALTH AND HUMAN SERVICES							
Senior Services	Georgia Department of Human Services	DHS Grant	Request approval to apply and accept Georgia Department of Human Services Grant to provide DHS Coordinated Transportation in Region 3 for FY2024-2025. Services will be provided to Fulton County residents age 60 and above and clients of the DBHDD in an amount not to exceed \$711,249.27. Funding is provided through the Georgia Department of Human Services Aging and DBHDD 5310 grant which includes a \$19,651.76 cash match which is available within the Department FY24 Budget, effective dates July 1, 2024 through June 31, 2025. County Cash Match: \$19,651.76	\$ 711,249.27	\$ 19,651.76	Pending	\$ 711,249.27
Senior Services	Atlanta Regional Commission	Older Americans Act, Home and Community Based Services	Request approval to accept a repeat grant from Atlanta Regional Commission in the amount of \$3,547,643.69 to provide the provisions of the Older American Act by planning and coordinating of aging services including managing Fulton County Neighborhood Senior Centers, providing Home Delivered Meals, Congregate Meals, Case Management services, Volunteer Services, In-Home services (Personal Care, Homemaker and Respite Services). There is a County Cash Match amount of \$240,240.42, which is within the Department FY24 Budget. County Cash Match: \$240,240.42	\$ 3,547,643.69	\$ 240,240.42	Awarded	\$ 3,746,205.73
Subtotal:				\$ 4,258,892.96	\$ 259,892.18		
ARTS AND LIBRARIES							
Library	Universal Service Administrative Company	e-Rate Internet Services.	Request approval to accept a repeat grant from Universal Service Administrative Company in the amount of \$151,716.00 to provide broadband internet access for all Fulton County library locations. No County Cash Match.	\$ 151,716.00	\$ -	Awarded	\$ 151,716.00
Subtotal:				\$ 151,716.00	\$ -		

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2024 May 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 May 1, 2024 Through May 31, 2024 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT							
OPEN AND RESPONSIBLE GOVERNMENT							
REGIONAL LEADERSHIP							
			TOTAL:	\$ 5,553,708.96	\$ 259,892.18		



Exhibit 2: All Grants Activity

Cumulative Through May 31, 2024

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

EXHIBIT 2: ALL GRANTS ACTIVITY
CUMULATIVE & CURRENT PERIOD (AS OF May 31, 2024)

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

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

ALL GRANTS ACTIVITY						
All Grants	Prior Period Grants	Prior Period Funds	Current Period Grants: 5/1/2024-5/31/2024	Current Period Funds: 5/1/2024-5/31/2024	Cumulative Total Grants	Cumulative Total Funds
Grants Pending [^]	20	\$ 5,588,362.20	3	\$ 1,811,249.27	23	\$ 7,399,611.47
Grants Awarded	13	\$ 2,047,222.94	3	\$ 3,742,459.69	16	\$ 5,789,682.63
Grants Denied	0	\$ -	0	\$ -	0	\$ -
Cash Match Requested-2024	-	\$ 283,259.18	0	\$ 259,892.18	-	\$ 543,151.36
Total:	33	\$ 7,918,844.32	6	\$ 5,813,601.14	39	\$ 13,732,445.46

ALL GRANTS AWARDED, NEW VS. RENEWAL						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 5/1/2024-5/31/2024	Current Period Funds: 5/1/2024-5/31/2024	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	4	\$ 1,441,252.50	0	\$ -	4	\$ 1,441,252.50
Renewal/Repeat Grant Awards	9	\$ 605,970.44	3	\$ 3,742,459.69	12	\$ 4,348,430.13
Total:	13	\$ 2,047,222.94	3	\$ 3,742,459.69	16	\$ 5,789,682.63

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 5/1/2024-5/31/2024	Current Period Funds: 5/1/2024-5/31/2024	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards	5	\$ 153,859.50	0	\$ -	5	\$ 153,859.50
Formula Grant Awards ^{^^}	8	\$ 1,893,363.44	3	\$ 3,742,459.69	11	\$ 5,635,823.13
Total:	13	\$ 2,047,222.94	3	\$ 3,742,459.69	16	\$ 5,789,682.63

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

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0412

Meeting Date: 6/26/2024

Department

Finance

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

Request approval of a Resolution by the Board of Commissioners of Fulton County, Georgia, approving an amendment to the Fulton County Defined Contribution Plan to permit participation by Judges of the State Court of Fulton County in accordance with State Law and to update the Plan for certain required law changes in accordance with the Federal Law, Secure Act 2.0 and authorizing the Chairman of the Board of Commissioners or his/her designee to execute the amendment.

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

In accordance with Board policy all Defined Contribution Plan Amendments must be approved by the Board of Commissioners.

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.)*

Fulton County maintains the Fulton County Defined Contribution Plan which was last amended and restated effective as of January 1, 2013. The County wishes to amend the Plan to permit participation of Judges of the State Court of Fulton County in accordance with State Law, O.C.G.A. Section 47-23-50, and to implement applicable provisions of the SECURE 2.0 Act of 2022 in

accordance with Federal Law with no additional cost to the County. The State law change will allow these Judges to participate in the County's Defined Contribution plan, of which there are currently eight (8) State Court judges that could potentially enroll. If all eight (8) State Court judges' participant in the Plan, the total cost to the County annually would be \$38,138.

The County does hereby amend the Plan, by deleting Section 2.13(h) of the Plan in its entirety and substituting therefor the following, effective July 1, 2024. Prior to July 1, 2024, any person serving as a Judge of the State Court of Fulton County between July 1, 2004, through June 30, 2024, or any Judge of the State Court of Fulton County who elected to participate in the Georgia Judicial Retirement System on or before December 31, 2004. On and after July 1, 2024, any person serving as a Judge of the State Court of Fulton County who does not file an election to participate in the Plan in accordance with Section 3.1(f).

By adding a new Section 3.1(f) to the Plan effective July 1, 2024: A Judge of the State Court of Fulton County shall participate in the Plan only if such individual files an election to participate within sixty (60) days of July 1, 2024 if such individual is in office on July 1, 2024 or, with respect to a Judge of the State Court of Fulton County who first takes office after July 1, 2024, within sixty (60) days of first taking office. A Judge of the State Court of Fulton County's participation in the Plan is only with respect to Compensation paid by the County beginning on and after July 1, 2024.

By deleting Section 6.7(b) in its entirety and substituting therefor the following, effective as of the date of this Amendment: that the value of the Participant's account exceeds \$7,000 at the time of distribution, benefits shall not be distributed to such Participant at the time set forth in subsection (a) hereof without the Participant's written election, on a form provided by the Administrative Committee (or its designee). In order for such Participant's election to be valid, his employment must actually Terminate, his election must be filed with the Administrative Committee within the 90-day period beginning on the date of termination, and the Administrative Committee (or its designee) (no later than 30 days and no earlier than 90 days before his distribution) must have presented him with a notice informing him of his right to defer his distribution. If the Participant does not consent in writing to the distribution of his benefit at such time, his benefit shall be distributed as soon as practicable after he files an election with the Administrative Committee requesting such payment. If a Participant fails to file an election specifying the time of payment, his benefit shall be distributed as soon as administratively feasible after the end of the Plan Year in which he attains Normal Retirement Age, but in no event later than the 60th day after the end of such Plan Year. Whether a Participant's vested Account exceeds \$7,000, shall be determined by ignoring any amount held in his Rollover Contribution Account. Notwithstanding the foregoing, in the event of a mandatory distribution of greater than \$1,000, if the Participant does not elect to have such distribution paid directly to an Eligible Retirement Plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Administrative Committee will pay the distribution in a direct rollover to an individual retirement plan designated by the Administrative Committee.

By deleting Section 6.7(c) in its entirety and substituting therefor the following, effective as of the date of this Amendment: in no event shall payment of a Participant's benefit be made later than 60 days after the end of the Plan Year which includes the latest of (i) the date on which the Participant attained Normal Retirement Age, (ii) the date which is the 10th anniversary of the date he commenced participation in the Plan, or (iii) the date the Participant actually Terminates Employment

as an Employee of the Employer and all Affiliates; provided, if the amount of the payment cannot be ascertained by the date as of which payments are scheduled hereunder, payments shall be made no later than 60 days after the earliest date on which such payment can be ascertained under the Plan; and provided further, the Participant's benefit payment shall be made no later than the later of the April 1 following the calendar year (i) in which the Participant Terminates, or (ii) in which the Participant reaches age 70½ if the Participant attained that age before January 1, 2020, age 72 if the Participant attained that age before January 1, 2023, age 73 if the Participant attained that age after December 31, 2022, or age 75 if the participant attained that age after December 31, 2032. All distributions will be made in accordance with Code §401(a)(9), the regulations promulgated under Code §401(a)(9) and any other provisions reflecting the requirements of Code §401(a)(9) and prescribed by the Internal Revenue Service; and the terms of the Plan reflecting the requirements of Code §401(a)(9) override the distribution options (if any) in the Plan which are inconsistent with the requirements.

By deleting Section 7.3 in its entirety and substituting therefor the following, effective as of the date of this Amendment: If the Participant's vested Account balance is \$7,000 or less on the Participant's date of death, the full amount of such vested Account balance automatically shall be paid to his Beneficiary in one single-sum, cash-out distribution as soon as practicable after the Participant's date of death.

Scope of Work: This recommended change will allow State Court Judges of Fulton County to participate in the Defined Contribution Plan as well all update the Plan for required law changes in accordance with State and Federal laws. This recommended change will also authorize the Chairman of the Board of Commissioners or his/her designee to execute amendments.

Community Impact: None

Department Recommendation: The Finance Department recommends approval of the resolution to permit participation by Judges of the State Court of Fulton County and to update the plan for certain required law changes in accordance with State and Federal laws and authorizing the Chairman of the Board of Commissioners or his/her designee to execute amendments.

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

**FOURTH AMENDMENT TO THE
FULTON COUNTY DEFINED CONTRIBUTION PLAN**

This FOURTH AMENDMENT is made as of this _____ day of _____, 2024, by the Fulton County Board of Commissioners (the “Board of Commissioners”).

WITNESSETH:

WHEREAS, Fulton County (the “County”) maintains the Fulton County Defined Contribution Plan (the “Plan”), which was last amended and restated effective as of January 1, 2013; and

WHEREAS, the County now wishes to amend the Plan to permit participation by judges of the State Court of Fulton County as permitted by O.C.G.A. Section 47-23-50, and to implement applicable provisions of the SECURE 2.0 Act of 2022;

NOW, THEREFORE, the County does hereby amend the Plan, effective as set forth herein:

1. By deleting Section 2.13(h) of the Plan in its entirety and substituting therefor the following, effective July 1, 2024:

“(h) Prior to July 1, 2024, any person serving as a judge of the State Court of Fulton County between July 1, 2004 through June 30, 2024, or any judge of the State Court of Fulton County who elected to participate in the Georgia Judicial Retirement System on or before December 31, 2004. On and after July 1, 2024, any person serving as a judge of the State Court of Fulton County who does not file an election to participate in the Plan in accordance with Section 3.1(f).”

2. By adding a new Section 3.1(f) to the Plan as follows, effective July 1, 2024:

“(f) A judge of the State Court of Fulton County shall participate in the Plan only if such individual files an election to participate within sixty (60) days of July 1, 2024 if such individual is in office on July 1, 2024 or, with respect to a judge of the State Court of Fulton County who first takes office after July 1, 2024, within sixty (60) days of first taking office. A judge of the State Court of Fulton County’s participation in the Plan is only with respect to Compensation paid by the County beginning on and after July 1, 2024.”

3. By deleting Section 6.7(b) in its entirety and substituting therefor the following, effective as of the date of this Amendment:

“(b) Notwithstanding the foregoing, in the event that the value of the Participant’s account exceeds \$7,000 at the time of distribution, benefits shall not be distributed to such Participant at the time set forth in subsection (a) hereof without the Participant’s written election, on a form provided by the Administrative Committee (or its

designee). In order for such Participant's election to be valid, his employment must actually Terminate, his election must be filed with the Administrative Committee within the 90-day period beginning on the date of termination, and the Administrative Committee (or its designee) (no later than 30 days and no earlier than 90 days before his distribution) must have presented him with a notice informing him of his right to defer his distribution. If the Participant does not consent in writing to the distribution of his benefit at such time, his benefit shall be distributed as soon as practicable after he files an election with the Administrative Committee requesting such payment. If a Participant fails to file an election specifying the time of payment, his benefit shall be distributed as soon as administratively feasible after the end of the Plan Year in which he attains Normal Retirement Age, but in no event later than the 60th day after the end of such Plan Year. Whether a Participant's vested Account exceeds \$7,000, shall be determined by ignoring any amount held in his Rollover Contribution Account. Notwithstanding the foregoing, in the event of a mandatory distribution of greater than \$1,000, if the Participant does not elect to have such distribution paid directly to an Eligible Retirement Plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Administrative Committee will pay the distribution in a direct rollover to an individual retirement plan designated by the Administrative Committee."

4. By deleting Section 6.7(c) in its entirety and substituting therefor the following, effective as of the date of this Amendment:

"(c) Notwithstanding anything in the Plan to the contrary, in no event shall payment of a Participant's benefit be made later than 60 days after the end of the Plan Year which includes the latest of (i) the date on which the Participant attained Normal Retirement Age, (ii) the date which is the 10th anniversary of the date he commenced participation in the Plan, or (iii) the date the Participant actually Terminates Employment as an Employee of the Employer and all Affiliates; provided, if the amount of the payment cannot be ascertained by the date as of which payments are scheduled hereunder, payments shall be made no later than 60 days after the earliest date on which such payment can be ascertained under the Plan; and provided further, the Participant's benefit payment shall be made no later than the later of the April 1 following the calendar year (i) in which the Participant Terminates, or (ii) in which the Participant reaches age 70½ if the Participant attained that age before January 1, 2020, age 72 if the Participant attained that age before January 1, 2023, age 73 if the Participant attained that age after December 31, 2022, or age 75 if the participant attained that age after December 31, 2032. All distributions will be made in accordance with Code §401(a)(9), the regulations promulgated under Code §401(a)(9) and any other provisions reflecting the requirements of Code §401(a)(9) and prescribed by the Internal Revenue Service; and the terms of the Plan reflecting the requirements of Code §401(a)(9) override the distribution options (if any) in the Plan which are inconsistent with the requirements."

5. By deleting Section 7.3 in its entirety and substituting therefor the following, effective as of the date of this Amendment:

“7.3 Cash-Out Payment for Survivor Benefits.

If the Participant’s vested Account balance is \$7,000 or less on the Participant's date of death, the full amount of such vested Account balance automatically shall be paid to his Beneficiary in one single-sum, cash-out distribution as soon as practicable after the Participant’s date of death.”

IN WITNESS WHEREOF, the County has caused this Fourth Amendment to be executed as of the day and year first above written, in its name, by and through the Board of Commissioners.

FULTON COUNTY BOARD OF COMMISSIONERS

By: _____
Robb Pitts, Chairman

ATTEST:

APPROVED AS TO FORM:

Tonya R. Grier, Clerk to the Commission

Soo Jo, County Attorney

1 **RESOLUTION OF THE FULTON COUNTY BOARD OF COMMISSIONERS**
2 **APPROVING AN AMENDMENT TO THE FULTON COUNTY DEFINED**
3 **CONTRIBUTION PLAN TO PERMIT PARTICIPATION BY JUDGES OF THE STATE**
4 **COURT OF FULTON COUNTY AND TO UPDATE THE PLAN AS REQUIRED BY**
5 **NEWLY ENACTED LAW; AND AUTHORIZING THE CHAIRMAN OF THE BOARD**
6 **OF COMMISSIONERS OR HIS DESIGNEE TO EXECUTE THE AMENDMENT.**

7
8 **WHEREAS**, Fulton County (the “County”) has adopted and maintains the Fulton County
9 Defined Contribution Plan (the “Plan”);

10
11 **WHEREAS**, the County now wishes to amend the Plan to permit participation by judges
12 of the State Court of Fulton County as permitted by O.C.G.A. Section 47-23-50;

13
14 **WHEREAS**, the County now wishes to amend the Plan to update the Plan for certain
15 changes required by the SECURE 2.0 Act of 2022, including changes to the minimum required
16 distribution age and to increase the cash-out limit under the plan from \$5,000 to \$7,000; and

17
18 **WHEREAS**, the Fulton County Defined Contribution Plan Retirement Committee has
19 recommended the approval of the proposed amendment to the Plan at its meeting held on June 6,
20 2024.

21
22 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
23 Commissioners (the “Board of Commissioners”) hereby authorizes and approves the adoption of
24 the Fourth Amendment to the Fulton County Defined Contribution Plan, substantially in the form
25 attached hereto (the “Amendment”).

26
27 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners or
28 his designee is hereby authorized, empowered and directed to take all actions and to execute and
29 deliver all agreements, instruments, indentures, and documents as he shall deem necessary to carry
30 out the intent of the foregoing resolutions, including, without limitation, the execution and delivery
31 of the Amendment.

32
33 **BE IT FURTHER RESOLVED**, that the signature of the Chairman of the Board of
34 Commissioners or any designee on any agreement, instrument, indenture, or document shall be
35 conclusive evidence of his authority.

36
37 **BE IT FINALLY RESOLVED**, that this Resolution and Amendment shall become
38 effective when adopted, and that all resolutions and parts of resolutions in conflict with this
39 Resolution are hereby repealed to the extent of the conflict.

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SO PASSED AND ADOPTED this ____ day of _____, 2024.

**BOARD OF COMMISSIONERS
FULTON COUNTY, GEORGIA**

By: _____
Robert L. Pitts, Chairman

ATTEST:

APPROVED AS TO FORM:

Tonya R. Grier, Clerk to the Commission

Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0413

Meeting Date: 6/26/2024

Department

Community Development

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

Request approval of a statewide contract, Community Development, SWC 99999-SPD-0000136-008, Temporary Staffing Services in an amount not to exceed \$122,730.60 with Corporate Temps 2000 (Norcross, GA) to continue temporary staffing services for the Department of Community Development. Effective upon BOC approval through December 31, 2024.

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

In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts 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 temporary positions requested will be used to scale the HUD program areas, with primary responsibility for assisting with the project administration of contracts. Corporate Temps possesses extensive experience and indisputable expertise in identifying, screening, and placing qualified, diverse talent. They are a full-service temporary staffing agency that specializes in diverse talent acquisition across numerous disciplines.

Scope of Work: The Agency shall provide temporary staffing services for the Department of Community Development to provide the following positions: 1 - Senior Accountant with job duties to include (but not limited to): Invoice processing and monthly account reconciliations; 2 - Administrative

Coordinator with job duties to include (but not limited to): project coordination for ESG and HOME ARP and 3 - Inspector to conduct in-person property and unit inspections for HUD-assisted properties. Funds are a combination of grant and general funds.

Community Impact: With sufficient administrative support for HUD programs, the department can maintain compliance with federal regulations and effectively administer programs that provide resources to the community.

Department Recommendation: The department recommends approval of the statewide contract to continue the delivery of services with no interruption.

Project Implications: Temporary staff play a critical role in helping to scale the federal program area by providing additional support, expertise, and flexibility to meet immediate needs.

Community Issues/Concerns: The community has indicated a desire for the County to continue its administration of the HUD programs.

Department Issues/Concerns: The additional temporary staff provided by Corporate Temps has been vital to scaling staff with responsibility for administering CDBG, ESG, and HOME grants.

Contract Modification New Procurement

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

Contract Value:	\$122,730.60
Prime Vendor:	Corporate Temps
Prime Status:	African American Male Business Enterprise
Location:	Norcross, Ga
County:	Gwinnett County
Prime Value:	\$122,730.60
Subcontractor:	None

Total Contract Value:	\$122,730.60 or 100.00%
Total Certified Value:	\$122,730.60 or 100.00%

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

- Exhibit 1: Copy of Statewide Contract information
- Exhibit 2: Cost Proposal
- Exhibit 3: Spreadsheet of Positions and Prices
- Exhibit 4: Performance Evaluation

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

Stanley Wilson, Director, Community Development, (470) 526-9655

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$122,730.60
TOTAL: \$122,730.60

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

865-121-8702-1184-GY21-85D: Grants, Community Development, Temporary Services Agency - \$12,927.65

Funding Line 2:

865-121-8702-1184-GY22-85D: Grants, Community Development, Temporary Services Agency - \$10,750.15

Funding Line 3:

100-121-1212-1184: General Fund, Community Development, Temporary Services Agency - \$35,376.00

Funding Line 4:

100-121-2615-1184: General Fund, Community Development, Temporary Services Agency -

Agenda Item No.: 24-0413

Meeting Date: 6/26/2024

\$63,676.80

Key Contract Terms	
Start Date: 5/1/2024	End Date: 6/30/2025
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: 4.00

Would you select/recommend this vendor again?

Yes

Report Period Start:
5/1/2023

Report Period End:
2/29/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
May 2023	February 2024	July 2023	June 2024
Purchaser Order Number		Purchase Order Date	
PO 121 23SWC139499B-EC		07/06/2023	

Department
Community Development

Bid Number
Service Commodity

Contractor
Corporate Temps
Performance Rating

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

1. Quality of Goods/Services	(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)
<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4	Comments

2. Timeliness of Performance	(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)
<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4	Comments

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	Comments Very responsive to inquiries and provides prompt resolution of any reported problems/challenges.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	Comments
	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	Comments Renee White
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	4.00	Date	3/4/2024
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Mia Redd		
Department Head Name:	Stanley Wilson		
Department Head Signature			

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

Submit

Print

Save



March 19, 2024

Good afternoon,

Thanks for contacting Corporate Temps!

We're excited about the opportunity to provide staffing services to your department. Please review the quote for services below.

Feel free to contact me with any questions or concerns.

Best regards,

Renee White

Proposal for Temporary Staffing Services					
May 1, 2024 – June 30, 2025					
Position	Pay Rate	Bill Rate	Overtime Rate		
Inspector	\$19.00	\$25.46	\$38.19		
Senior Accountant	\$36.00	\$48.24	\$72.36		
Administrative Coordinator	\$20.00	\$26.80	\$40.20		

Positions and Prices

Cost from 5/1/2024 - 12/31/2024						
Position	# of Pos.	Bill Rate (p/hr)	OT Bill rate (p/hr)	Reg Hours	OT Hours	Total
Administrative Coordinator	1	\$ 26.80	\$ 40.20	1320	0.00	\$ 35,376.00
Inspector	1	\$ 25.46	\$ 38.19	930	0.00	\$ 23,677.80
Senior Accountant	1	\$ 48.24	\$ 72.36	1320	0.00	\$ 63,676.80
Grand Total						\$ 122,730.60



**CONTRACT AMENDMENT # 9
EXTENSION # 3**

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:	CORPORATE TEMPS 2000
Contract No.:	99999-001-SPD0000136-0008
Solicitation Title/Event Name:	Temporary Staffing Services
Contract Award Date:	July 1, 2017
Current Contract Term:	July 1, 2023 – June 30, 2024

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, to establish the pricing schedule for this statewide contract and to modify the insurance requirements.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	July 1, 2024
End Date of New Contract Term:	June 30, 2025

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 period of time.

CONTRACT NUMBER: 99999-001-SPD0000136-0008

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **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)	Corporate Temps, Inc.
Authorized Signature:	<i>Renee White</i>
Printed Name and Title of Person Signing:	Renee White VP, National Accounts
Date:	March 8, 2024
Company Address:	5950 Live Oak Pkwy, Ste 230 Norcross GA 30093

STATE ENTITY

Authorized Signature:	<i>Jim Barnaby</i>
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	4/18/2024
Company Address:	200 Piedmont Avenue, S.E., Suite 1804, West Tower Atlanta, Georgia 30334-9010



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0414

Meeting Date: 6/26/2024

Department

Public Works

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

Request approval of a Service Account Agreement Letter - Department of Public Works, Drinking Water Laboratory, and Related Services Account Agreement Letter in the amount not to exceed \$25,000.00 from the State of Georgia / DNR - Environmental Protection Division (EPD) (Atlanta, GA), to provide drinking water laboratory and related services for the contract period effective from July 1, 2024, to June 30, 2025. Effective upon BOC approval.

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

Under FCC Sec. 1-117, the Board of Commissioners may “exercise such other powers as are granted by law, or are indispensable to their jurisdiction over county matters.” In addition, under O.C.G.A § 36-10-1 contracts entered into by a county governing authority shall be in writing and spread upon the minutes. .

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background: The Department of Public Works recommends approval of this agreement and to continue participation in this program.

Scope of Work: Regular laboratory testing of the drinking water provided by Fulton County to customers in the North Fulton service area is required as a condition of Fulton County’s Permit to

Operate a Public Community Water System (Permit #1210005). The State of Georgia Department of Natural Resources, Environmental Protection Division Watershed Protection Branch Drinking Water Program offers laboratory testing and related services that are not readily available to drinking water utilities in the State of Georgia. Fulton County has traditionally been a participant in this program. The Drinking Water Laboratory and Related Services letter contract period is from July 1, 2024, to June 30, 2025, and is in the amount up to \$25,000.00 depending on fees established annually with the State of Georgia / DNR - Environmental Protection Division (EPD) which includes a provision for a fee increase if required, to provide drinking water laboratory and related services. These services verify that the public water systems comply with all the conditions in our Permit to Operate a Public Community Water System and comply with Georgia Rules for Safe Drinking Water, the Georgia Safe Drinking Water Act, and the U.S. Safe Drinking Water Act and Regulations. Those requirements are to ensure safe drinking water to citizens through surveillance by testing the drinking water for various constituents at varying schedules. This laboratory services contract offers Fulton County compliance assistance by providing scheduling, analytical testing, and reporting on the water system's behalf. Funding for this agreement has been budgeted by Public Works as part of the 2024 budget and will utilize account 201-540-5488-1160 to cover the anticipated payment up to \$25,000.00.

Community Impact: Testing by the Georgia EPD provides the community with enhanced confidence in the quality of drinking water provided to our customers. These testing services are provided for the service area of the North Fulton County Water System.

Department Recommendation: The Department of Public Works recommends approval of this letter contract and continued participation in this program.

Project Implications: These services are already planned for within the Department's budget, service provision, or operations.

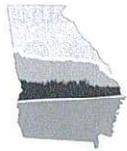
Community Issues/Concerns: No issues or concerns have been raised concerning having the State perform these testing services for Fulton County.

Department Issues/Concerns: No issues or concerns have been raised by the Department regarding this letter contract.

Fiscal Impact / Funding Source

Funding Line 1:

201-540-5488-1160



GEORGIA

DEPARTMENT OF NATURAL RESOURCES

ENVIRONMENTAL PROTECTION DIVISION

Jeffrey W. Cown, Director

EPD Director's Office

2 Martin Luther King, Jr. Drive
Suite 1456, East Tower
Atlanta, Georgia 30334
404-656-4713

April 15, 2024

NICK AMMONS
NORTH FULTON COUNTY
WSID#GA1210005
11575 Maxwell Rd
ALPHARETTA, GA 30004

RE: Drinking Water Laboratory and Related Services

Dear Water System,

The Georgia Environmental Protection Division (EPD) will soon begin a new service period for Drinking Water Laboratory and Related Services. The Georgia Environmental Protection Division (EPD) is pleased to provide the enclosed Drinking Water Terms and Conditions Agreement ("Agreement") for Drinking Water Laboratory and Related Services. The Agreement automatically renews each year unless a water system provides written notice of termination by June 1st of each year.

Drinking Water Fees for EPD laboratories are billed annually for laboratory services to be provided through the upcoming fiscal year. The invoices will be mailed in July 2024 for laboratory testing provided, starting July 1, 2024, through June 30, 2025. Owners will have thirty (30) business days from the invoice date to pay before a late penalty of 1.5% is applied to the account. This 1.5% late fee is also applied at sixty (60) and ninety (90) business days past due.

The Coliform/*E. coli* analyses are only available to public systems serving a population of up to 12,900 people. If your public water system exceeds the 12,900-population threshold, Coliform/*E. coli* testing will need to be performed by another certified laboratory and the results provided to the EPD. You can visit the EPD's website, link provided below, to view the current "Laboratory Fee Schedules." The website provides the fees for both the Chemical/*Cryptosporidium* and Coliform/*E. coli* laboratory testing. The fee schedules may be subject to price changes in future years.

For your convenience, annual fee payments can be made using Automated Clearing House (ACH) payment processing to automatically debit a checking or savings account through an electronic check transaction. To utilize this service, you must first "Create a new account" on the Georgia EPD's Online System (GEOS) at <https://geos.epd.georgia.gov/GA/GEOS/Public>.

For step-by-step instructions on setting up a new account or making ACH electronic payments, please refer to the GEOS "System User Guide," located on the GEOS homepage indicated above. Refer to the "Pay Drinking Water Invoice" section of the User Guide. Also, for your convenience, we have attached those instructions with this notice.

Please note that traditional payment options will still be available for those who prefer those methods. However, the EPD encourages customers to consider transitioning to this quick and easy ACH payment

method. The EPD will continue to enhance its customer payment options and will inform users as other options become available in the future. Should you have any questions regarding payment options, please contact the EPD's Finance Department at epdfinance@dnr.ga.gov or (470) 524-2613.

The EPD is committed to keeping information about your water system as accurate as possible. Invoices generated in July of each year will be based on information the EPD has on record for your water system in the Drinking Water Watch during the preceding month. Please verify your information in the Drinking Water Watch: <http://gadrikingwater.net> before June 1. Review your water system details and water system facilities online. In addition to reviewing service connections, population served, sources of water, and water purchases, please review the point of contact information to ensure all names, addresses, phone numbers, and e-mail addresses are correct. For county and city water systems where the contact changes (for example: Mayor), you may want to consider, for financial mailing purposes only, changing the contact to Accounts Payable versus an actual name.

If your water system information needs to be updated or you want to request a change to your EPD laboratory services (including termination), please complete and submit the Request to Change Water System Inventory or Laboratory Services Form to the appropriate EPD engineer. As mentioned above, any requested changes must be received by EPD no later than June 1st of each year to be reflected in the annual fees charged to your water system in the July invoice.

Please note that all Drinking Water Laboratory and Related Services documents and forms are available electronically at <http://epd.georgia.gov/drinking-water-forms> beneath the header "Drinking water Laboratory services."

If you have any questions regarding the laboratory, account changes, water system information, or related services, please contact your local EPD Drinking Water Engineer. The current Engineer Contact List can be found on the EPD's website here: <https://epd.georgia.gov/watershed-protection-branch/drinking-water>.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0415

Meeting Date: 6/26/2024

Department

Public Works

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

Request approval of a Resolution approving a form temporary right of entry agreement and related documents for the Department of Public Works to use to enter onto private property to determine the composition of water service lines; delegating to the Director of the Department of Public Works the authority to execute the temporary right of entry agreements and related documents on behalf of Fulton County; authorizing the County Attorney to approve the temporary right of entry agreement and related documents as to form prior to execution; requiring the Director of Public Works to spread such executed documents on the minutes of a Board of Commissioners Meeting; and for other purposes.

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

Pursuant to Article 9, Section 2, Paragraph 1(a) of the Georgia Constitution, the Board of Commissioners has the “power to adopt clearly reasonable resolutions relating to its affairs for which no provision has been made by general law and which is not inconsistent with [the] Constitution or any local law applicable thereto.” Further, Fulton County Code § 1-117 provides, in pertinent part, that the Board of Commissioners shall the authority “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 *(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 On January 15, 2021, the United States Environmental Protection Agency (EPA) released the Lead Copper Rule Revision (LCRR), that all public water systems, including the water system operated by Fulton County, must comply with beginning on October 16, 2024. The Georgia Department of Natural Resources, Environmental Protection Division (EPD) is responsible for enforcing the LCRR requirements within Georgia. Complying with the LCRR requires that Fulton County develop an initial service line inventory for all customers to determine which customers are potentially at-risk for lead contamination. Within the Fulton County Water Distribution System, the water meter is the line of demarcation between public versus private side service. The part of the water service line between the meter and the building is considered private property and is the maintenance responsibility of the property owner. Nevertheless, the LCRR requires the public utility provider, in this case Fulton County, to inspect and assess the private side service line material in order to confirm the presence of any potential hazardous materials.

Scope of Work: The Public Works Department is seeking the approval of the Board of Commissioners to allow the Director of Public Works to enter into temporary right of entry agreements with Fulton County property owners to allow staff or contractors to enter onto their property to determine their service line material. Currently the County has approximately 79,500 service lines within its distribution network north of the Chattahoochee River. Preliminary analysis of building records has allowed the County to determine that 67% of the service lines (53,265) are not at risk -- primarily because the properties were developed after 1990 when lead was prohibited in the construction of water lines. However, this leaves over 26,500 customers being categorized as "unknowns" which means these locations will require investigation to determine their service line material. Once lead service lines have been identified, the Public Works Department will have 10 years to implement a replacement program on all such lines. To comply with these requirements, the Public Works Department is seeking permission to enter into temporary right-of-entry agreements with property owners to investigate the material used for the service lines on the private property side of the meter. The Public Works Department plans to begin a pilot project in September 2024 with 50 properties within the Martin Landing subdivision of Roswell. A copy of a sample letter and temporary right-of-entry agreement is attached as Exhibit No. 1.

In 2025, the Public Works Department plans to expand the investigative program to approximately 2,000 properties which will be a statistically significant representative sample of the remaining unknown service lines. Upon completion of the 2025 project, Fulton County should be able to statistically determine the number of lead service lines that are present within our distribution system.

Community Impact: Inspection of the service line inventory will allow the Public Works Department to ascertain which customers are at-risk for lead contamination based on the makeup of their existing water service lines.

Department Recommendation: The Public Works Department recommends approval of this item.

Project Implications: The Public Works Department must comply with this rule change by October 12, 2024.

Community Issues/Concerns: There may be members of the community who wish not to participate in this inventory and allow staff or contractors to determine the makeup of their water service lines. By the rules governing the LCRR those customers will be notified of the potential risks and the notification will be documented by the Public Works Department in accordance with the new rules/guidance.

Department Issues/Concerns: Currently, the Public Works Department's maintenance responsibility ends

at the water meter. Permission from the property owner is required to complete the lead service line inventory as stipulated by the LCRR.

Fiscal Impact / Funding Source

Funding Line 1:

n/a



**FULTON COUNTY, GEORGIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF WATER RESOURCES**

REQUEST FOR ENTRY ONTO PROPERTY

TO:

Date: _____, 2024

**PROJECT: 20E-SE03
Testing of Water Service Line Material**

Parcel Number: _____

Dear _____:

This letter is to notify the owners of the property identified above that Fulton County is requesting their permission to allow Fulton County personnel—wearing proper identification—to enter onto the property referenced above to assess its water service line and to determine from what materials it is made. Pursuant to federal regulations, specifically 40 C.F.R. 141.84(a), the County is required to create a Water Service Line Inventory that identifies the materials used in the water service lines servicing County properties by October 16, 2024. A Temporary Right of Entry form is enclosed for the property owner’s review and execution.

Signing the Temporary Right of Entry form will permit Fulton County personnel or contractors to conduct the necessary testing to determine from what materials the property’s water service lines are made. Fulton County personnel and/or its contractors will only enter the property for testing and their work will be confined to the area immediately surrounding your water service line. No extensive land disturbance activities will be conducted on the property. In most cases, Fulton County personnel and/or contractors will only need to access a small amount of soil and grass in order to visually inspect the service line and determine its composition. Upon completion, Fulton County will restore the portion of the Owner’s property as nearly as possible to its former condition.

Once we receive your signed Temporary Right of Entry form, we will contact you to arrange a date for Fulton County personnel and/or contractors to come out to the property and conduct the necessary testing.

Should you have any questions, please contact Timothy P. Mullen, P.E., Engineering Administrator at 404-612-9564 or 404-234-4323 at any time.

Sincerely yours,
Fulton County Department of Public Works

Timothy P. Mullen, P.E.

Cc: Terry I. Peters, P.E., Deputy Director
Sam Tamakloe, Senior Construction Project Manager

Enclosure

TEMPORARY RIGHT OF ENTRY

STATE OF GEORGIA,

COUNTY OF FULTON

THIS TEMPORARY RIGHT OF ACCESS AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2024 ("Effective Date") by and between **Fulton County**, a political subdivision of the State of Georgia (the "Grantee"), and _____ (the "Owner(s)" or "Grantor(s)"), who own the land and the improvements thereon (together, the "Property") having a street address of _____, Georgia w(the "Property");

1. **Grant.** Owner hereby grants to Grantee, its contractors, assigns, and successors, a non-exclusive license for temporary right of access and entry for the purpose of conducting testing to determine the composition of the Owner's water service line (the "Work"). By granting this license, Owner does not convey any property interest and does not intend for this Agreement to be or become an easement. By permitting Grantee access to the Property to test the water service line, Owner is not conveying any ownership interest in the water service line to Fulton County. By entering the Property, Grantee agrees to restore the impacted area as near as possible to its original condition following the completion of the Work. For the purposes of this Agreement, "original condition" shall mean the condition of the Property and/or surrounding areas immediately prior to the commencement of the Work.

2. **Grantee Obligations.** Grantee shall comply with all applicable laws and perform the Work at its own cost and expense. Grantee shall keep the Property in its current condition to the extent reasonably possible and keep the Property clean and free of debris and trash during the work period, defined below.

3. **Term.** Owner shall provide Grantee access to the Property to perform the Work at a mutually agreed upon date(s) and time(s) between ____ 1, 2024 to October 15, 2024, during normal business hours (the "Work Period").

4. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, we have set our hand and seal this the _____ day of _____, 2024.

OWNER

Name: _____

Name: _____

FULTON COUNTY, GEORGIA

Name: _____

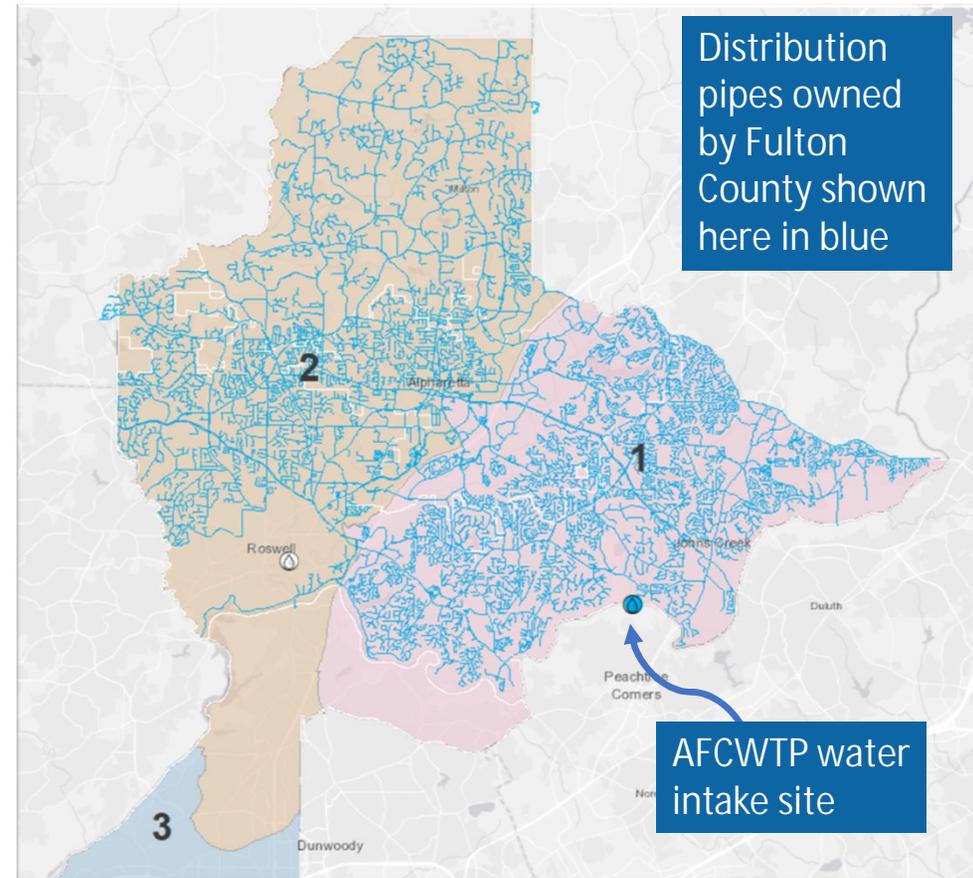
Water Service Line Field Investigations

US EPA Lead and Copper Rule Revision Compliance



Rule overview

- On December 12, 2021 the EPA released the Lead and Copper Rule Revision, **affecting all water service providers in the US**
- Requires creation of **water service line inventory** of materials in service area
- Initial EPD submittal: **October 16, 2024**



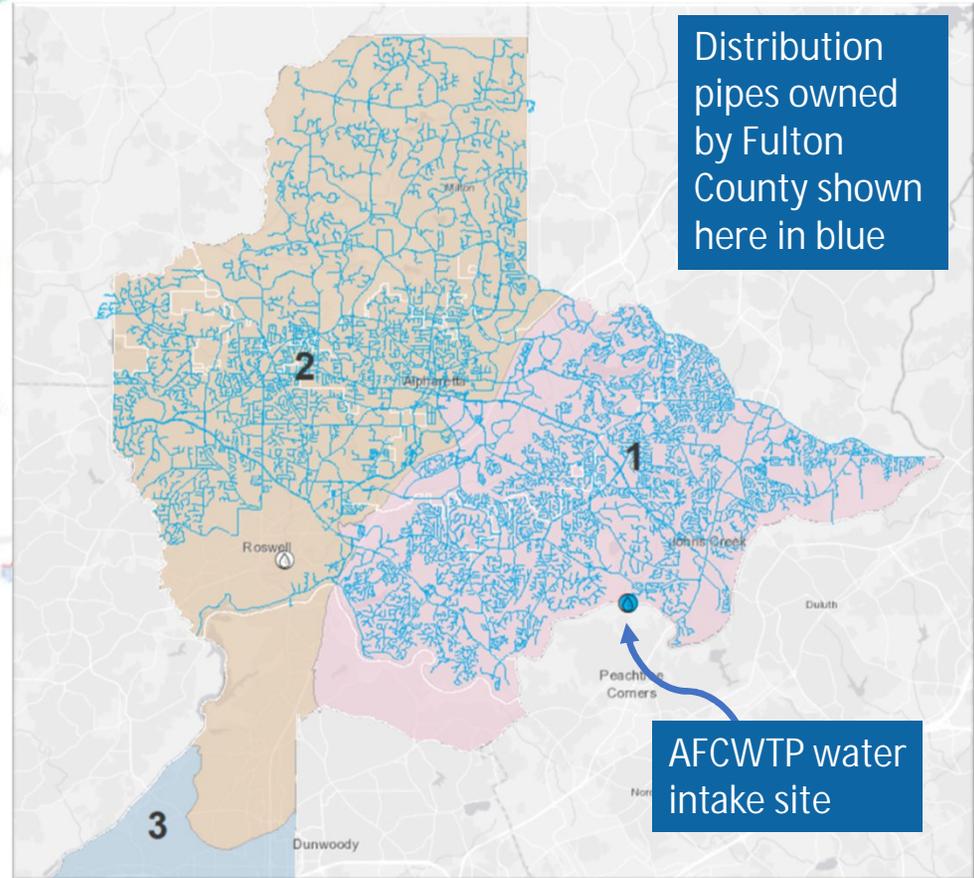
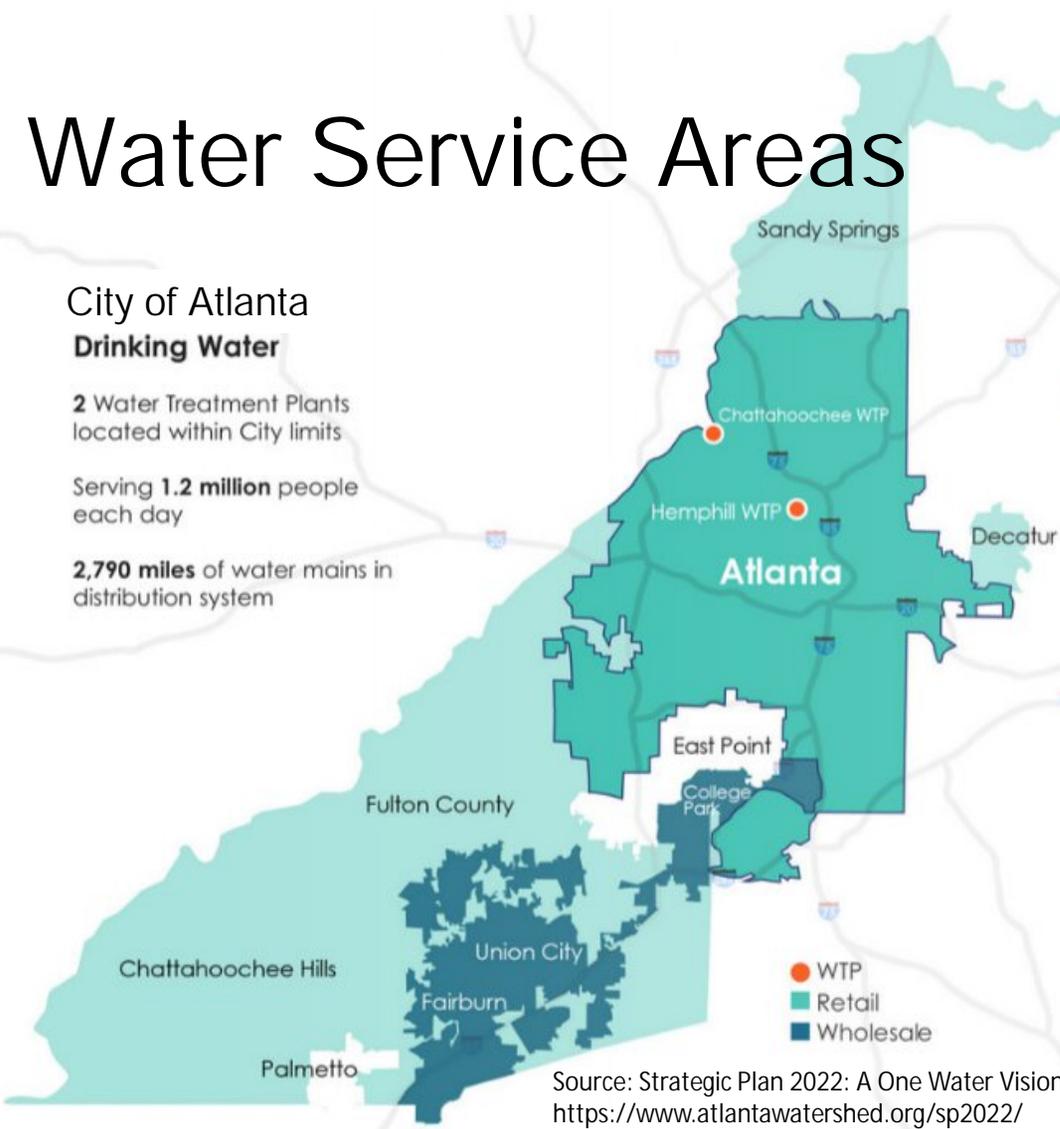
Water Service Areas

City of Atlanta Drinking Water

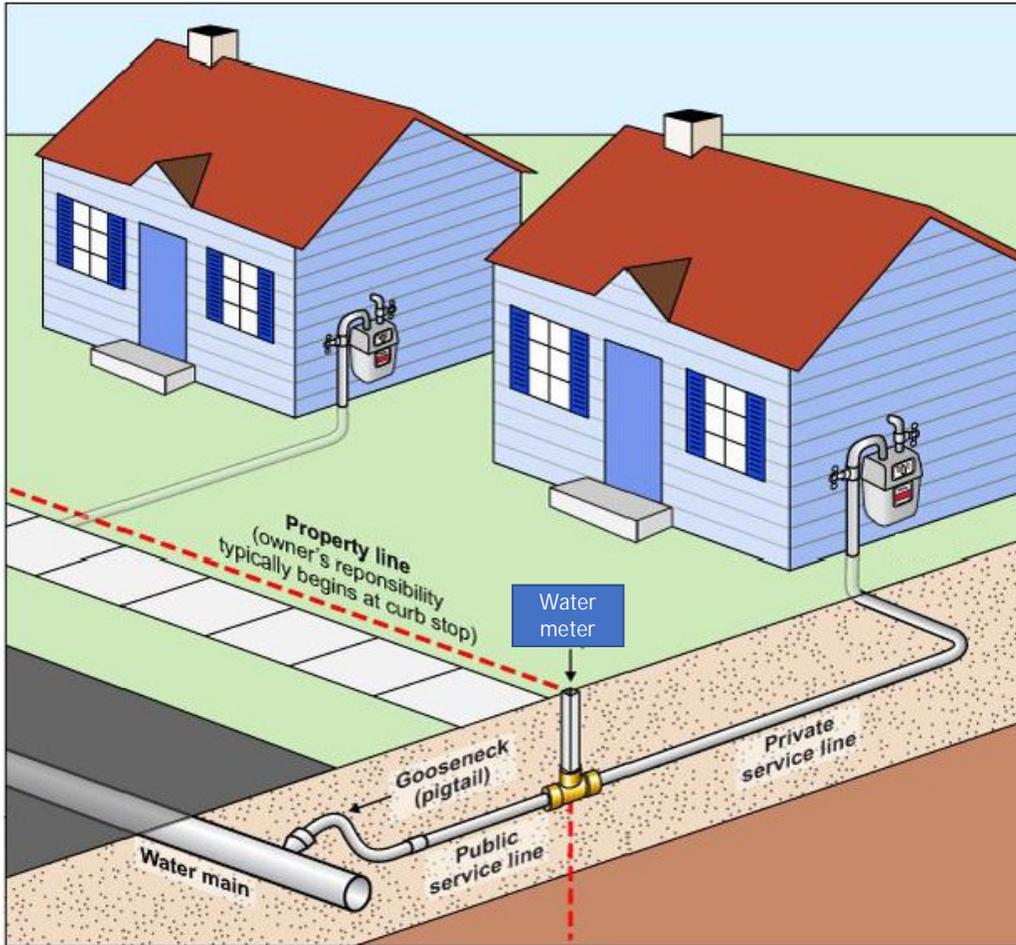
2 Water Treatment Plants located within City limits

Serving 1.2 million people each day

2,790 miles of water mains in distribution system



Source: Strategic Plan 2022: A One Water Vision
<https://www.atlantawatershed.org/sp2022/>



Source: GAO. | GAO-18-620

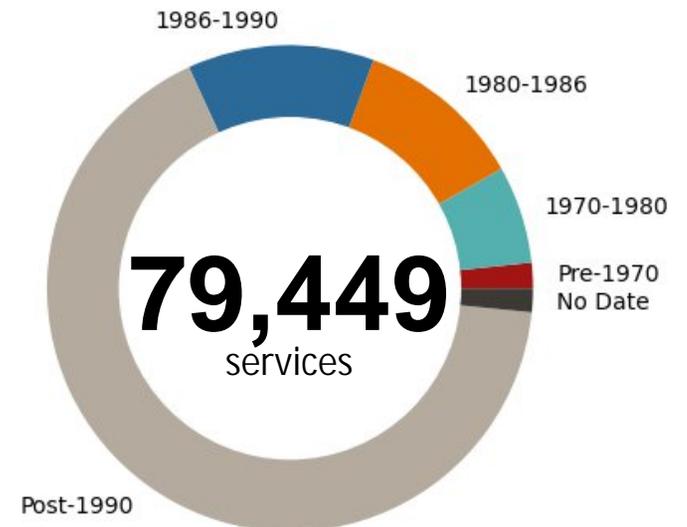
Image: <https://www.gao.gov/assets/700/694651.png>

What is a service line?

- The service line is the pipe that brings water from the water main into a residence or other building.
- **Public service line:** from water main to the water meter
- **Private service line:** from the water meter into a residence or other building

Field Investigations

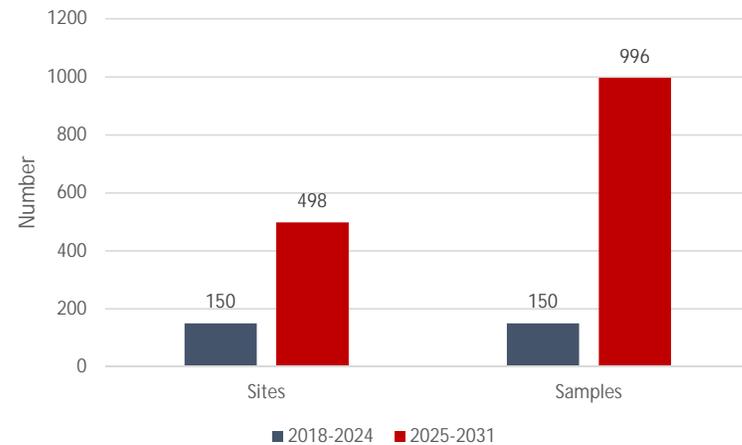
- Historical Review:
 - Tax Assessor Records
 - Water meter installation records
 - Georgia Lead Ban:
 - January 1, 1990
- 52,910 (67%) Known Non-Lead
- 26,539 Unknowns



Source: GIS water service customer data, tax assessor structures data

Sampling Requirements

- Current Regulation:
 - 50 sites, 50 samples every 3 years
- New Regulation:
 - New sampling requirements
 - All schools and daycares in next 5 years
 - 6x the number of samples compared to previous 6 year period



1 A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS
2 APPROVING A FORM TEMPORARY RIGHT OF ENTRY AGREEMENT AND
3 RELATED DOCUMENTS FOR PUBLIC WORKS STAFF OR CONTRACTORS TO
4 ENTER ONTO PRIVATE PROPERTY TO DETERMINE THE COMPOSITION OF
5 WATER SERVICE LINES PURSUANT TO FEDERAL REGULATIONS 40 C.F.R.
6 141.84; DELEGATING AUTHORITY TO THE DIRECTOR OF THE DEPARTMENT OF
7 PUBLIC WORKS TO EXECUTE THE TEMPORARY RIGHT OF ENTRY AGREEMENT
8 AND RELATED DOCUMENTS; REQUIRING THE DIRECTOR OF THE DEPARTMENT
9 OF PUBLIC WORKS TO SPREAD SUCH EXECUTED DOCUMENTS ON THE
10 MEETING MINUTES OF THE BOARD OF COMMISSIONERS ON A QUARTERLY
11 BASIS; AND FOR OTHER PURPOSES.

12 WHEREAS, Fulton County considers the health and well-being of its residents as
13 its highest priority; and

14 WHEREAS, water service lines in municipalities, counties, and states across the
15 United States were constructed using lead pipes, which continue to be used in the
16 distribution of water; and

17 WHEREAS, the Environmental Protection Agency has determined that the use of
18 lead pipes for drinking water is unsafe in that the water travelling through the pipes may
19 be affected by the lead resulting in detrimental effects on the health and well-being of
20 those who consume it; and

21 WHEREAS, as a result, the federal government has promulgated regulations,
22 currently found at 40 C.F.R. 141.84, requiring that entities operating water systems, such
23 as Fulton County, take steps to remove lead pipes from its water system; and

24 WHEREAS, as an initial step in complying with the federal regulations and
25 removing any lead pipes in its water service area, Fulton County is required to compile
26 an initial inventory of the composition of its water service lines by October 16, 2024, which
27 will be made available to the public online and will be resubmitted annually to the
28 Environmental Protection Division of the State of Georgia; and

29 WHEREAS, the Department of Public Works has begun planning the best process
30 for removing any lead pipes identified, but the specific means for going about that process

1 will depend in part on the results of the inventory of the water service line composition;
2 and

3 **WHEREAS**, the Department of Public Works in conjunction with the Office of the
4 County Attorney has created a Temporary Right of Entry Agreement, in substantially the
5 form attached hereto as Exhibit “A”; and

6 **WHEREAS**, once executed by the authorized Fulton County representative and a
7 Fulton County private property owner, the Temporary Right of Entry Agreement will permit
8 Fulton County Public Works employees or Fulton County approved contractors to enter
9 onto private property in Fulton County to conduct tests to determine the composition of
10 the water line servicing the property so as to allow Fulton County to create the inventory
11 required by federal regulations; and

12 **WHEREAS**, the Board of Commissioners has previously granted the Director of
13 Public Works the authority to execute agreements, including development agreements
14 necessary for Fulton County’s ownership, operation and maintenance of proposed
15 potable water distribution systems, which was granted through Resolution No. 14-0331
16 and codified in Article II, Chapter 82, Section 82-77 of the Fulton County Code of
17 Ordinances; and

18 **WHEREAS**, it is the recommendation of the Department of Public Works that the
19 Director of Public Works is also given the authority to execute temporary right of entry
20 agreements in substantially the form attached hereto as Exhibit “A” between the property
21 owners in Fulton County so as to begin the process of Fulton County complying with 40
22 C.F.R. 141.84; and

23 **WHEREAS**, the Board of Commissioners finds that delegating to the Director of
24 Public Works the authority to execute the Temporary Right of Entry Agreement will best
25 serve the County’s interest in preserving Fulton County resources, avoiding delay, and
26 complying with federal law; and

27 **WHEREAS**, pursuant to Article 9, Section 2, Paragraph 1(a) of the Georgia
28 Constitution, the Board of Commissioners has the “power to adopt clearly reasonable. . .

1 resolutions . . . relating to its . . . affairs . . . for which no provision has been made by
2 general law and which is not inconsistent with [the] Constitution or any local law applicable
3 thereto.”

4 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
5 Commissioners approves the Temporary Right of Entry Agreement in substantially the
6 form attached hereto as Exhibit “A” to permit Fulton County Public Works employees or
7 Fulton County approved contractors to enter onto private property in Fulton County to
8 conduct tests to determine the composition of the water line servicing the property so as
9 to allow the County to create the inventory required by federal regulations.

10 **BE IT FURTHER RESOLVED**, that Fulton County Board of Commissioners hereby
11 authorizes and delegates to the Director of the Department of Public Works with the
12 authority to execute the Temporary Right of Entry Agreement, in substantially the form
13 attached hereto as Exhibit “A” on behalf of Fulton County for the purpose of conducting
14 testing of water service line material.

15 **BE IT FURTHER RESOLVED**, that the Director of Public Works is required to
16 spread the executed Temporary Right of Entry Agreement on the meeting minutes of the
17 Board of Commissioners on a quarterly basis.

18 **BE IT FURTHER RESOLVED**, that prior to execution the County Attorney shall
19 approve the documents as to form and make any necessary changes thereto to protect
20 the County’s interests.

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

24
25 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
26 Georgia, this _____ day of _____, 2024.

27

FULTON COUNTY BOARD OF COMMISSIONERS

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.: 24-0416

Meeting Date: 6/26/2024

Department

Public Works

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

Request approval of an amendment to the existing Agreement for Cooperative Technical Assistance and Intergovernmental Cost Sharing among the Atlanta Regional Commission (ARC), the City of Atlanta, the Atlanta-Fulton County Water Resources Commission, Cobb County-Marietta Water Authority, DeKalb County and Gwinnett County to extend the time to negotiate and approve a renewed agreement. If approved, the existing Agreement would now expire on December 31, 2024.

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

Fulton County Code Section 1-117 grants the BOC the authority “to exercise . . . powers as are granted by law, or are indispensable to their jurisdiction over county matters.” O.C.G.A. § 36-10-1 requires that contracts entered into by a governing authority be in writing and spread on the minutes. Pursuant to Article 9, Section 3, Paragraph I of the Georgia Constitution, the County may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment. See also Fulton County Code Sections 102-671 to 102-696 relating to the creation and operation of the Atlanta-Fulton County Water Resources Commission.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: This amendment is a time only extension to the original agreement approved by the Board of Commissioners on August 4, 2021 (BOC Agenda #21-0575). The original agreement is set to expire on June 30, 2024 and this amendment will extend the agreement until December 31, 2024. There is no additional cost to Fulton County as part of the amendment.

This Cooperative Technical Assistance and Intergovernmental Cost Sharing Agreement is between the City of Atlanta, the Atlanta Fulton County Water Resources Commission (which Fulton County is a 50% member), Cobb County-Marietta Water Authority, DeKalb County and Gwinnett County and the Atlanta Regional Commission (ARC). This agreement specifically funds the on-going water litigation involving the States of Alabama, Florida and Georgia, and the U. S. Army Corps of Engineers, in the legal disputes regarding water rights in the Apalachicola-Chattahoochee-Flint River Basin (the ACF Basin) and the Alabama-Coosa-Tallapoosa River Basin (the ACT Basin).

In accordance with O.C.G.A. § 50-8-35, ARC may carry out certain technical assistance activities in cooperation with affected units of local government. The participants of the agreement all use the Chattahoochee River, Lake Lanier and Lake Allatoona as sources for the supply of water provided to their customers. The parties agree it is important to cooperate in the technical and legal research effort and that appropriate consultants and legal representatives must be obtained. The participants believe it is cost effective and efficient to share costs to obtain the technical and legal research to protect their mutual interests. This agreement provides ARC the authority to act as the agent for the participants, including, but not limited to:

- monitoring progress of the disputes and related work and provide information on such progress to the Coordinating Committee,
- making recommendations to the Coordinating Committee on the nature of work and services needed,
- contracting with consultants and legal representatives selected by the Coordinating Committee to render technical and professional services,
- coordinating and communicating with consultants and legal representatives on a continuous basis and acting as a coordinator between consultants and the Coordinating Committee, monitoring consultant's activities,
- receiving invoices from consultants and legal representatives and process appropriate payments in a timely manner, and
- maintaining billing accounts and financial records for three years after the completion of this agreement and provide periodic status updates to the participants.

Each participant agreed to pay ARC up to \$200,000.00 annually upon approval of the Cooperative Technical Assistance and Intergovernmental Cost Sharing Agreement. The AFCWRC is a participant to this agreement and Fulton County is only obligated for 50% of the above payment because of the joint venture with the City of Atlanta in the AFCWRC. Therefore, Fulton County's share of the cost is up to \$100,000.00 annually.

Related agreements were approved on January 4, 2017 (#17-0034), on June 6, 2018 (#18-0374), and on July 10, 2019 (#19-0542).

Community Impact: This agreement is critical to ensure that Metro Atlanta continues to have access

to the drinking water supply in Lake Lanier, the Chattahoochee River, and Allatoona Lake.

Department Recommendation: The Department of Public Works recommends approval of the amendment to the existing Agreement for Cooperative Technical Assistance and Intergovernmental Cost Sharing to extend the duration of the contract

Project Implications: Public Works is not aware of any project implications.

Community Issues/Concerns: Public Works is not aware of any issues or concerns raised by the community over the Time Extension to the existing Agreement for Cooperative Technical Assistance and Intergovernmental Cost Sharing.

Department Issues/Concerns: Public Works is not aware of any issues or concerns.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

**FIRST AMENDMENT
TO COOPERATIVE TECHNICAL ASSISTANCE
INTERGOVERNMENTAL COST SHARING AGREEMENT**

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2024 by and between the CITY OF ATLANTA, Georgia, the COBB COUNTY-MARIETTA WATER AUTHORITY of Marietta, Georgia, DEKALB COUNTY, Georgia, the ATLANTA-FULTON COUNTY WATER RESOURCES COMMISSION, of Alpharetta, Georgia, GWINNETT COUNTY, Georgia (hereinafter referred to as the “Participants”) and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as “ARC”)

WITNESSETH:

WHEREAS, the parties hereto did enter into an Agreement dated July 1, 2021, for the purpose of addressing water supply issues; and

WHEREAS, ARC and the Participants are actively involved, among other things, in preparing for and defending against litigation that threatens to limit the water supply available to them from the ACF and ACT Basins; and

WHEREAS, the Participants and the ARC desire to continue this effort; and

WHEREAS, the July 1, 2021 Agreement is set to expire on June 30, 2024; and

WHEREAS, the Participants and ARC need additional time to negotiate and approve a renewed Agreement; and

WHEREAS, there is existing funding available through the previous contract, and no additional cost share is required at this time; and

WHEREAS, the Participants and ARC desire to extend the termination date of the July 1, 2021 Agreement through December 31, 2024 to allow time for the renewed Agreement to be negotiated and approved; and

WHEREAS, the parties wish to amend said Agreement in certain respects as set forth herein below.

NOW, therefore and in consideration of the mutual benefits to the parties, the parties agree that said Agreement is hereby amended as follows:

1. The phrase “until June 30, 2024” in the first sentence of Item 5, Term, is hereby deleted and replaced with “until December 31, 2024.”

Except as specifically modified hereinabove, the remainder of said Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the date first above written.

Counterpart 1 of 6 to Technical Assistance Agreement.

Atlanta Regional Commission

Anna Roach, Executive Director

Attested, Assistant Secretary

Andre Dickens, Chair

DRAFT

Counterpart 2 of 6 to Technical Assistance Agreement.

Witness:

City of Atlanta

Municipal Clerk

Andre Dickens, Mayor (Seal)

Approved as to Form:

Recommended:

City Attorney

Alfred Wiggins, Commissioner
Department of Watershed Management

Approved:

Chief Procurement Officer

Chief Financial Officer

Chief Operating Officer

Counterpart 3 of 6 to Technical Assistance Agreement.

**COBB COUNTY-MARIETTA
WATER AUTHORITY**

James C. Scott, Jr., Chairman

Approved as to form:

Attest:

Attorney

Title

DRAFT

DeKalb County

Michael L. Thurmond
Chief Executive Officer
DeKalb County, Georgia

ATTESTED:

Barbara Sanders
Clerk of the
Chief Executive Officer
and Board of Commissioners
of DeKalb County, Georgia

Approved as to Substance:

Approved as to Form:

David Hayes
Director of Watershed Management
DeKalb County, GA

County Attorney

Counterpart 5 of 6 to Technical Assistance Agreement.

**Atlanta-Fulton County
Water Resources Commission**

AFCWRC Chair

Approved as to Content:

Kathy Crews, General Manager

Approved as to Form:

AFCWRC (Fulton County)

Approved as to Form:

AFCWRC (City of Atlanta)

Acknowledged by:
Fulton County

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Clerk of the Commission

Approved as to Form:

Deputy County Attorney

Counterpart 6 of 6 to Technical Assistance Agreement.

GWINNETT COUNTY, GEORGIA

By: _____
Nicole Love Hendrickson
Chairwoman, Board of Commissioners

ATTEST:

County Clerk/Deputy County Clerk

(Seal)

APPROVED AS TO FORM:

County Attorney

DRAFT



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0417

Meeting Date: 6/26/2024

Department

Real Estate and Asset Management

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

Request approval of a Water Vault Easement Dedication of 68 square feet to Fulton County, Georgia, from New Urban Development Johns Creek, GA, LLC, owner, for the purpose of constructing the Dutch Bros Coffee Shop Project at 9630 Medlock Bridge Road, Alpharetta, Georgia 30097.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed Dutch Bros Coffee Shop Project, a commercial development, requires a water vault easement dedication. Fulton County development regulations require that all new water service line connections acknowledge Fulton County's access rights in the area(s) where a connection is being made to the County's water system before recording the Final Plat. The easement area to be conveyed consists of 68 square feet and is in Land Lot 299 of the 1st District, 1st Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

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



EASEMENT DEDICATION INFORMATION SUMMARY

Fulton County Land Division
141 Pryor Street, Suite 8021
Atlanta, Georgia 30303
404-612-7870
404-730-7877 (fax)

FOR FULTON COUNTY USE ONLY

Project Name: _____ LDP Number: _____
 Development Type: _____ Zoning/Special Use Number: _____
 Easement Width (in Feet) _____

Easement Type (circle one) Sewer Water Vault Water Line

Approval Date & Initials _____

PETITIONER INFORMATION

(** Please attach business card if available **)

Developer Name: _____ John McCleskey
 Name of Entity or Person Dedicating Property: _____ New Urban Development Johns Creek, GA, LLC
 (if different than above) _____

Contact Person: _____ Johnny McCleskey
 Contact Company (if different than above): _____ New Urban Development Johns Creek, GA, LLC
 Contact Phone Number: _____ 404-805-6977
 Contact E-mail Address: _____ Johnmccleskey3@newurbandc.com

SITE INFORMATION (TO BE COMPLETED BY PETITIONER)

District Number: 1 Section Number*: 1 Land Lot(s): 299
 *(if applicable)

Tax Parcel Identification Number(s) of the **parcel(s) from which the easement is being dedicated** (Please note if property is a parent parcel to be subdivided): 11 083002992181

If the **property to be developed** was purchased within past three years, please provide the following information:

Sales price: \$860,000
 Sales date: 10/19/2022
 Total acreage: .50 acres

Do you anticipate that ownership of the **parcel(s) from which the easement is being dedicated** will change within the next 60 days? (If yes, please provide date) No

***** THESE DOCUMENTS MAY ONLY BE RECORDED BY A REPRESENTATIVE OF THE LAND DIVISION. PLEASE DO NOT ATTEMPT TO RECORD THEM ON YOUR OWN. THANK YOU. *****

[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 : Dutch Bros Coffee Shop.
Tax Parcel Identification No.: 11 083002992181
Land Disturbance Permit No.: WRN24 - 007
Zoning/Special Use Permit No.: _____
(if applicable)

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

**WATER VAULT EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 13th day of May, 2024, between New Urban Development Johns Creek, GA, 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 installation of a water vault, water meter, and appurtenances on subject property, and in consideration of the benefits which will accrue to the subject property from the installation of a water vault, water meter, and appurtenances on the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 299 of the 1st District, 1st Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

Dutch Bros Coffee Shop

Project Name

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

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

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

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

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

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

Signed, sealed and delivered this 13th
day of May, 20 24
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[NOTARIAL SEAL]



GRANTOR: New Urban Development
Johns Creek, GA, LLC
CORPORATE NAME

By: [Signature]
Print Name: John H. McCleskey Jr.
Title: Manager

By: _____
Print Name: _____
Title: _____

[CORPORATE SEAL]

8.5' X 8' WATER VAULT EASEMENT EXHIBIT
9630 MEDLOCK BRIDGE RD
PARCEL 11 083002992181

LAND LOT 299, 1ST DISTRICT, 1ST SECTION
FULTON COUNTY, GEORGIA

DATE: APRIL 9, 2024 SCALE: 1"=30' JOB #: 213596

PREPARED FOR GRANTOR:
NEW URBAN DEVELOPMENT JOHNS CREEK GA LLC

PROPERTY LINES SHOWN PER ALTA/NSPS LAND TITLE SURVEY PREPARED BY LOWERY & ASSOCIATES LAND SURVEYING DATED JANUARY 27, 2022, LAST REVISED JUNE 14, 2022

STATE BRIDGE ROAD
(VARIABLE WIDTH RIGHT OF WAY)
PUBLICLY DEDICATED

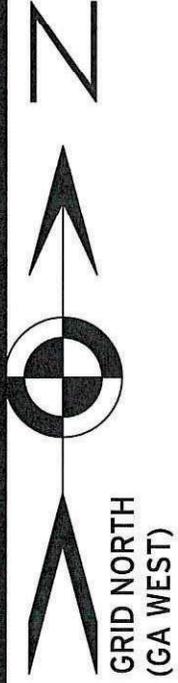
DS
 BS 05/16/2024

Fulton County Government

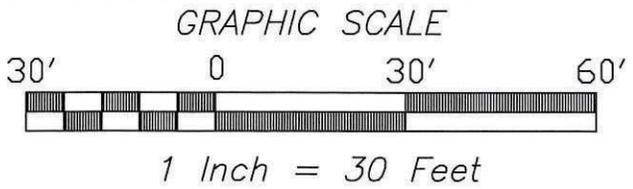
Project #WRN24-007

8.5'X8' WATER VAULT EASEMENT
0.002 ACRES
68 SQUARE FEET

N/F
NEW URBAN DEVELOPMENT
JOHNS CREEK GA LLC
D.B.-66244 PG-659
9630 MEDLOCK BRIDGE RD
PARCEL 11 083002992181

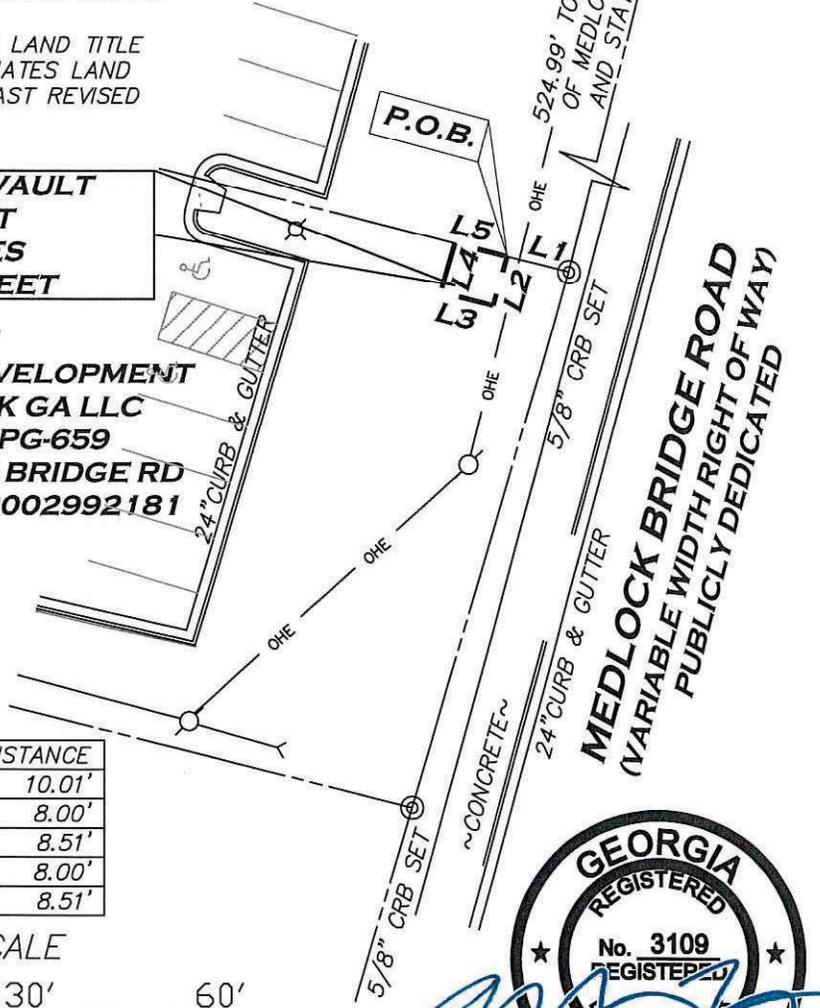


LINE	BEARING	DISTANCE
L1	N76°01'02"W	10.01'
L2	S16°28'00"W	8.00'
L3	N76°01'02"W	8.51'
L4	N16°28'00"E	8.00'
L5	S76°01'02"E	8.51'



LEGEND

- EASEMENT BOUNDARY
- PROPERTY LINE
- OVERHEAD UTILITY LINE
- UTILITY POLE



PROFESSIONAL LAND SURVEYORS
 317 GRASSDALE ROAD
 CARTERSVILLE, GA 30120
 770-334-8186
 WWW.PLS.US
 INFO@PLS.US

8.5'X8' WATER VAULT EASEMENT

All that tract or parcel of land lying in and being in Land Lot 299 of the 1st District, 1st Section, Fulton County, Georgia, and being more particularly described as follows:

Commencing at a point found on the intersection of the western right of way of Medlock Bridge Road (having a publicly dedicated variable width right of way) and southern right of way of State Bridge Road (having a variable width publicly dedicated right of way), thence leaving said right of way of State Bridge Road and continuing along said right of way of Medlock Bridge Road in a southwesterly direction 524.99 feet to a 5/8 inch capped rebar set on the western right of way of Medlock Bridge Road; Thence leaving said right of way of Medlock Bridge Road North 76 degrees 01 minutes 02 seconds West a distance of 10.01 feet to a point, said point being the TRUE POINT OF BEGINNING.

Thence South 16 degrees 28 minutes 00 seconds West a distance of 8.00 feet to a point; Thence North 76 degrees 01 minutes 02 seconds West a distance of 8.51 feet to a point; Thence North 16 degrees 28 minutes 00 seconds East a distance of 8.00 feet to a point; Thence South 76 degrees 01 minutes 02 seconds East a distance of 8.51 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract of land contains 0.002 acres (68 square feet).



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0418

Meeting Date: 6/26/2024

Department

Real Estate and Asset Management

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

Request approval of a Sewer Easement Dedication of 51,704 square feet to Fulton County, Georgia, from Ayesha Afsar Faruqi, a/k/a Ayesha A. Faruqi, an individual, for the purpose of constructing the Charlotte Drive Development Project at 1010 Rida Street, Milton, Georgia 30004.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed Charlotte Drive Development Project, a residential development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer service line connections acknowledge Fulton County's access rights in the area(s) in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement area to be conveyed to the County consists of 51,704 square feet and is located in Land Lot 1171 and 1172 of the 2nd District, 2nd Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

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

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

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

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

Project Name : Charlotte Drive Development
Tax Parcel Identification No.: 22 417011711983
Land Disturbance Permit No.: WRN23-023
Zoning/Special Use Permit No.: _____
(if applicable)

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

**SEWER EASEMENT
(Individual Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 16th day of May, 2024, between Ayesha Afsar Faruqi a/k/a Ayesha A. Faruqi of said state and county, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part (hereinafter referred to as Grantee).

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor(s) has (have) granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to **FULTON COUNTY** and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 1171, 2nd Section (*if applicable*) of 2nd District, Fulton County, Georgia, and more particularly described as follows: To wit:

Charlotte Drive Development
Project Name

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

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

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

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

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

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

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

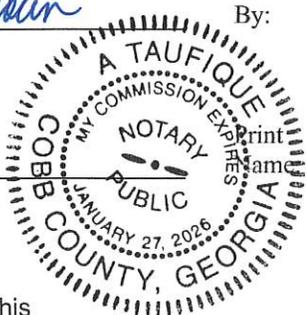
Signed, sealed and delivered this 16th
day of MAY, 20 24
in the presence of:

Bertram L. Colburn
Witness

By:

Ayesha A Faruqi (L.S.)

A. Sanjin
Notary Public



Print Name

AYESHA A FARUQI (L.S.)

[NOTARIAL SEAL]

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

Witness

By:

_____ (L.S.)

Notary Public

Print Name:

_____ (L.S.)

[NOTARIAL SEAL]

Written Description

Rida Street Right of Way

All that tract or parcel of land lying and being in Land Lot 1171 and 1172 of the 2nd District, 2nd Section, City of Milton, Fulton County, Georgia and being more particularly described as follows:

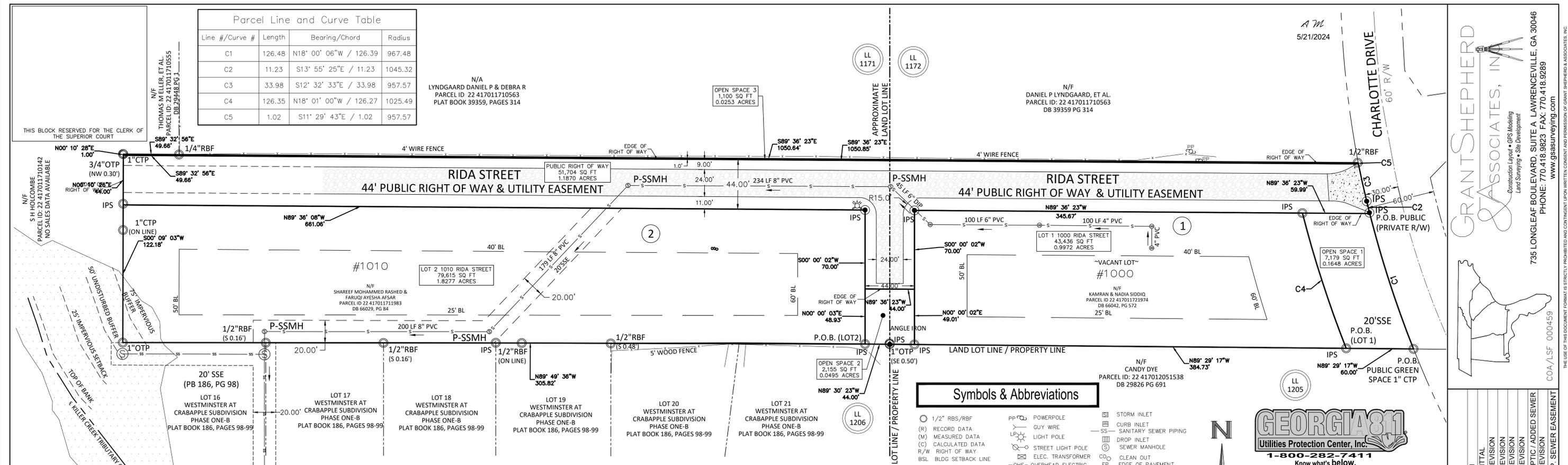
Commencing at the westerly intersection of Charlotte Drive (60-foot right-of-way) and the Land Lot Lines common to Land Lot 1172 and Land Lot 1205; Thence along Charlotte Drive an arc of a curve to the right being subtended by chord of 126.39 feet with a radius of 967.48 and a chord bearing of North 18 Degrees 00 Minutes 06 Seconds West an arc length of 126.48 feet to an iron pin set and the Point of Beginning; Thence leaving said right of way North 89 Degrees 36 Minutes 23 Seconds West a distance of 59.99 feet to a point; Thence North 89 Degrees 36 Minutes 23 Seconds West a distance of 345.67 feet to a point; Thence South 00 Degrees 00 Minutes 02 Second West a distance of 70.00 feet to a Point Thence North 89 Degrees 36 Minutes 23 Seconds West a distance of 44.00 feet to a point; Thence North 00 Degrees 00 Minutes 02 Seconds East a distance of 70.00 feet to an iron pin set; North 89 Degrees 36 Minutes 08 Seconds West a distance of 661.06 feet to an Iron Pin Set; Thence North 00 Degrees 10 Minutes 26 Seconds East a distance of 44.00 feet to a ¾" Open Top Pipe; Thence North 00 Degrees 10 Minutes 28 Seconds East a distance of 1.00 feet to a 1" Crimp Top Pipe; Thence South 89 Degrees 32 Minutes 56 Seconds East a distance of 49.66 feet to a ¼" Rebar Found; Thence South 89 Degrees 36 Minutes 23 Seconds East a distance of 1050.64 feet to a ½" Rebar Found; Thence along Charlotte Drive an arc of a curve to the left being subtended by chord of 11.23 feet with a radius of 1045.32 and a chord bearing of South 13 Degrees 55 Minutes 25 Seconds East an arc length of 11.23 feet to an iron pin set and the Point of Beginning.

Said right of way containing 1.1870 acres or 51,704 Square Feet.

Parcel Line and Curve Table

Line #/Curve #	Length	Bearing/Chord	Radius
C1	126.48	N18° 00' 06"W / 126.39	967.48
C2	11.23	S13° 55' 25"E / 11.23	1045.32
C3	33.98	S12° 32' 33"E / 33.98	957.57
C4	126.35	N18° 01' 00"W / 126.27	1025.49
C5	1.02	S11° 29' 43"E / 1.02	957.57

N/A
LYNDGAARD DANIEL P & DEBRA R
PARCEL ID: 22 417011710563
PLAT BOOK 39359, PAGES 314



THIS SITE IS LOCATED WITHIN A ZONE "X (SHADED)" AS DEFINED BY F.I.R.M. COMMUNITY PANEL NUMBER 13121C0054F FOR CITY OF ALPHARETTA, GEORGIA. MAP DATED SEPTEMBER 18, 2013.

Field Observation Notes

- THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED IS CLASSIFIED AS A "SUBDIVISION PLAT" AND COMPLETED ON MARCH 21, 2018, UTILIZING A TOPCON GS ROBOTIC TOTAL STATION AND/OR A TOPCON HIPER V GPS NETWORK RTK (REAL TIME KINEMATIC) ROVER, CORRECTED IN REAL-TIME VIA THE eGPS GPS NETWORK.
- THE FIELD DATA UPON WHICH THIS SURVEY, MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED EXCEEDS THE 95% CONFIDENCE LEVEL AND EXCEEDS THE MAXIMUM ALLOWABLE RELATIVE POSITIONAL ACCURACY, AS SET FORTH BY THE ALTA/NSPS STANDARDS, SPECIFICATION AND REQUIREMENTS OF 0.07+50 PPM.
- THERE WAS NOT OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
- THERE WAS NOT OBSERVABLE EVIDENCE OF CHANGES IN STREET RIGHT-OF-WAY LINES AND/OR STREET OR SIDEWALK REPAIRS.
- THERE WAS NOT OBSERVABLE EVIDENCE OF SITE BEING USED AS A SOLID WASTE DUMP OR LANDFILL.

Fulton County Department of Public Works

I CERTIFY THAT THIS PROPERTY CAN BE SERVED BY FULTON COUNTY WATER AND/OR SEWER SYSTEM IN ACCORDANCE WITH ALL APPLICABLE POLICIES, ORDINANCES, AND REGULATORY REQUIREMENTS. ALL WATER METERS MUST BE LOCATED INSIDE OF ROW, AND SEWER LATERALS SHALL BE PROVIDED FOR EACH UNIT. IT WILL BE THE RESPONSIBILITY OF THE OWNER TO OBTAIN ANY NEEDED EASEMENTS AND/OR UTILITY PERMITS.

APPROVED THIS 27 DAY OF February, 2020
Adriana Bustillos/Engineering Administrator

Fulton County Board of Health Certification

THIS APPROVAL CONSTITUTES GENERAL ACCEPTANCE OF ALL LOTS FOR SUBDIVISION DEVELOPMENT UTILIZING ON-SITE SEWAGE MANAGEMENT SYSTEMS AS NOTED. PRIOR TO THE CONSTRUCTION OF ANY RESIDENCE, BUILDING, OR FACILITY EACH LOT SHALL SUBMIT A COMPLETE APPLICATION DEMONSTRATING FULL COMPLIANCE TO DPH CHAPTER 511-3-1: RULES FOR ON-SITE SEWAGE MANAGEMENT SYSTEMS FOR REVIEW AND APPROVAL OF AN ON-SITE SEWAGE MANAGEMENT SYSTEM CONSTRUCTION PERMIT.

DATED THIS DAY OF 20
BY
TITLE

City of Milton Notes

- THE PLACEMENT OF DUMPSTERS AND THE PARKING OF AUTOMOBILES IS PROHIBITED IN THE RIGHT-OF-WAY.
- CONTACT THE COMMUNITY DEVELOPMENT DEPARTMENT AT 678.242.2543 TO SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE SITE INSPECTOR PRIOR TO ANY DISTURBANCE.
- THE EXISTING SEPTIC TANK FOR THIS SITE WILL BE DEMOLISHED IN-PLACE OR REMOVED FROM THE SITE AS PART OF DEMOLITION ACTIVITIES.
- WATER SERVICE IS PROVIDED BY FULTON COUNTY, AND WASTE WATER SERVICE PROVIDED BY SEPTIC.
- THE OWNER OF RECORD, ON BEHALF OF HIMSELF (ITSELF) AND ALL SUCCESSORS IN INTEREST, SPECIFICALLY RELEASES THE CITY OF MILTON FROM ANY AND ALL LIABILITY AND RESPONSIBILITY FOR FLOODING OR EROSION FROM STORM DRAINS OR FROM FLOODING FROM HIGH WATER OF NATURAL CREEKS, RIVERS, OR DRAINAGE FEATURES. A DRAINAGE EASEMENT IS HEREBY ESTABLISHED FOR THE SOLE PURPOSE OF PROVIDING FOR THE EMERGENCY PROTECTION OF THE FREE FLOW OF SURFACE WATERS ALONG ALL WATERCOURSES AS ESTABLISHED BY THESE REGULATIONS AND THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS. SAID DIRECTOR MAY CONDUCT EMERGENCY MAINTENANCE OPERATIONS WITHIN THIS EASEMENT WHERE EMERGENCY CONDITIONS EXIST. EMERGENCY MAINTENANCE SHALL BE THE REMOVAL OF TREES OR OTHER DEBRIS, EXCAVATION, FILLING, AND LIKE NECESSARY TO REMEDY A CONDITION WHICH IN THE JUDGMENT OF STAFF AND DIRECTOR IS POTENTIALLY INJURIOUS TO LIFE, PROPERTY, OR THE PUBLIC ROAD OR UTILITY SYSTEM.

Fire Protection Notes

- BE AWARE THAT FOR DWELLINGS MORE THAN SIX HUNDRED (600) FEET OFF THE ROAD, FLAG LOTS OR LOTS WITH UNUSUAL CONFIGURATIONS, THE FIRE DEPARTMENT MAY NOT BE ABLE TO PROVIDE FIRE PROTECTION UNLESS THE FOLLOWING ITEMS ARE FULFILLED:
 - A FIRE HYDRANT OR WATER SOURCE APPROVED BY THE FIRE DEPARTMENT MUST BE AVAILABLE WITHIN 600' OF THE DWELLINGS MOST REMOTE POINT OR WITHIN 800 FEET IF A RESIDENTIAL SPRINKLER SYSTEM IS PROVIDED IN ACCORDANCE WITH NFPA 13D.
 - AN ALL-WEATHER DRIVEWAY OF AT LEAST 14 FEET WIDTH AND HAVING A VERTICAL CLEARANCE OF 13 FEET, 6 INCHES MUST BE PROVIDED.
 - AN APPROVED TURNAROUND AT THE DEAD END OF ANY ROAD OR DRIVE OVER 150 FEET LONG MUST BE PROVIDED.
 - FIRE DEPARTMENT APPROVAL IS REQUIRED FOR ANY ACCESS SO CONSTRUCTED.
 - ALTHOUGH MILTON FIRE AND RESCUE WILL CONTINUE TO SERVE THE RESIDENTS TO THE BEST OF THEIR ABILITY, ANY STRUCTURE MORE THAN 1000 FEET FROM A HYDRANT OR OTHER WATER SUPPLY APPROVED BY THE FIRE MARSHAL MAY BE CONSIDERED "UNPROTECTED" BY THE FIRE DEPARTMENT FOR INSURANCE PURPOSES AND MAY FACE SIGNIFICANTLY DELAYS IN SERVICE DELIVERY IN THE EVENT OF AN FIRE EMERGENCY.

Map or Plat and Survey References

- FULTON COUNTY DEED BOOK 39359, PAGE 315
- FULTON COUNTY DEED BOOK 53662, PAGE 111
- FULTON COUNTY PLAT BOOK 186, PAGE 98

Map or Plat Closure Statement & Notes

- THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN ±100,000 FEET.
- ALL DISTANCES SHOWN HEREIN ARE HORIZONTAL, GROUND DISTANCES.
- UNLESS OTHERWISE NOTED ON THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED, ALL PROPERTY CORNERS IDENTIFIED AS SET, ARE SET WITH A 1/2" REBAR (#4-REBAR) BEARING A PLASTIC CAP STAMPED WITH THE SURVEYORS REGISTRATION / LICENSE NUMBER.
- THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS A HORIZONTAL DATUM OF GEORGIA STATE PLANES, WEST ZONE NAD83.
- THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS A VERTICAL DATUM OF NAVD88, FROM GPS OBSERVATIONS AND/OR GPS ESTABLISHED BENCHMARK. VERTICAL RELIEF SHOWN HEREIN BY TWO-FOOT CONTOUR INTERVALS.
- THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSON(S) OR ENTITY NAMED WITHIN TITLE BLOCK AND/OR SURVEYORS CERTIFICATION. SURVEYOR MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE INFORMATION SHOWN HEREIN, EXTENDED BEYOND THOSE NAMED DIRECTLY.
- THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS BEEN PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. ITEMS PERTAINING TO TITLE SUCH AS EASEMENTS, ZONING, ZONING CONDITIONS AND OTHER ENCUMBRANCES MAY EXIST ON PUBLIC RECORD HOWEVER MAY NOT BE SHOWN OR DEPICTED HEREIN.

Owner / Developer

OWNER: EXCEL CONSTRUCTION MANAGEMENT
11795 NORTHFALL LANE, ST 603
ALPHARETTA, GA 30009

24HR. CONTACT: JAWAID MAEEM
404-787-2783

DEVELOPER: EXCEL CAPITAL CONSTRUCTION, LLC
11795 NORTHFALL LANE, ST 603
ALPHARETTA, GA 30009
PHONE: 678-575-5062

DESIGNER: KAMIRAN SIDDIQ
GRANT SHEPHERD & ASSOCIATES, INC.
735 LONGLEAF BOULEVARD, ST A
LAWRENCEVILLE, GA 30096
770-418-9823
WILLIAM G. SHEPHERD

City of Milton Certification

THE DIRECTOR OF THE DEPARTMENT OF COMMUNITY DEVELOPMENT OF MILTON, GEORGIA, CERTIFIES THAT THIS PLAT COMPLIES WITH THE CITY OF MILTON ZONING ORDINANCES, CONDITIONS OF ZONING, AND THE CITY OF MILTON SUBDIVISION REGULATIONS AS AMENDED.

DIRECTOR OF COMMUNITY DEVELOPMENT DATE

Utility Notes

- THE UTILITIES SHOWN HEREIN ARE BASED ON VISIBLE OBSERVATIONS. THE SURVEYOR DOES NOT WARRANT, GUARANTEE OR CERTIFY THAT THE UNDERGROUND OR ABOVE GROUND UTILITIES SHOWN COMPRISE ALL UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. UNDERGROUND UTILITIES OBSERVED OR LOCATED MAY EXIST ON THIS SITE THAT ARE NOT SHOWN OR DEPICTED, AND MAY BE FOUND UPON FURTHER EXAMINATION OR EXCAVATION. FURTHERMORE, THE SURVEYOR DOES NOT WARRANT, GUARANTEE OR CERTIFY THAT THE UNDERGROUND UTILITIES SHOWN OR DEPICTED ARE IN THE EXACT LOCATION AS INDICATED HOWEVER THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE AND TO THE BEST OF THE SURVEYORS ABILITY.
- AT VARIOUS SANITARY OR STORM SEWER STRUCTURES SHOWN HEREIN, THERE MAY BE ADDITIONAL LINES (PUBLIC OR PRIVATE) ENTERING OR EXISTING THE STRUCTURE THAT MAY NOT BE IDENTIFIED.

Surveyor's Certificate

"It is hereby certify that this minor plat is true and correct and was prepared from an actual survey of the property, made by me or under my supervision; that all monuments show hereon actually exist, or are marked as "Future", and their locations, size, type and materials are correctly shown.

SEATON G. SHEPHERD, JR.
Registered Georgia Land Surveyor Number 2136

Owner's Acknowledgement: (State of Georgia) (City of Milton)

The owner of record of the land shown on this plat and whose name is subscribed thereto, in person or through a duly authorized agent, hereby acknowledges that this plat was made from an actual survey, and dedicates to Fulton County and/or City of Milton the complete ownership and use of all water and sewer improvements constructed in accordance with this plat and dedicated to the use of the public forever the following:

Public Right-Of-Way 1.1870 Acres
Public Sewer Easements 0.4705 Acres
Public Parks/Open Space 0.0 Acres

Type Name of Subdivider Type Name of Owner of Record
Signature of Subdivider Signature of Owner of Record
Date Date

Symbols & Abbreviations

- 1/2" RBS/RBF
- (R) RECORD DATA
- (M) MEASURED DATA
- (C) CALCULATED DATA
- R/W RIGHT OF WAY
- BSL BLDG SETBACK LINE
- RCP REINFORCED CONC PIPE
- CMP CORRUGATED METAL PIPE
- IPS IRON PIN SET
- 1/2" RBF
- 1" OTP
- 1" CTP
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- T.B.M. TEMPORARY BENCH MARK
- STORMWATER FLOW DIRECTION
- TREE (SEE TREE CHART)
- POWERPOLE
- GUY WIRE
- LIGHT POLE
- STREET LIGHT POLE
- ELEC. TRANSFORMER
- OVERHEAD ELECTRIC
- WATER LINE
- WATER VALVE
- FIRE HYDRANT
- GAS VALVE
- GAS METER
- GAS MANHOLE
- GAS LINE
- FENCE LINE
- STORM INLET
- CURB INLET
- SANITARY SEWER PIPING
- DROP INLET
- SEWER MANHOLE
- CLEAN OUT
- EDGE OF PAVEMENT
- STORM DRAIN PIPING
- EDGE OF CONCRETE PROPERTY LINE
- STORM DRAIN MANHOLE
- DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER ESMT
- OTIP OPEN TOP PIPE
- SIDEWALK
- BACK OF CURB
- TELEPHONE BOX
- UNKNOWN MANHOLE
- POWER BOX

Map or Plat Certification

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND.

Furthermore, the undersigned surveyor certifies that: IN MY OPINION, THIS DRAWING WAS PREPARED IN CONFORMITY WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. 15-6-67.

PRESENTED BEFORE ME THIS 29 TH DAY OF MAY IN THE YEAR OF 2019

SEATON G. SHEPHERD, JR., GA RLS No. 2136

SITE DENSITY CALCULATIONS

TOTAL SITE AREA: 4.2512 ACRES
ALLOWABLE UNITS: 4
PROPOSED UNITS: 2
SITE DENSITY = (2/4.2512) UNITS/ACRE = 0.47 UNITS/ACRES

STATEMENT OF ZONING

ZONING: T2 (CRABAPPLE FORM BASE CODE: CITY OF MILTON ZONING MAP SETBACKS
FRONT (PRIMARY): 60'
FRONT (SECONDARY): 40'
SIDE: 25'
REAR: 50'
BASE BUILDING DENSITY: 1 UNIT/ACRE
MAXIMUM LOT COVERAGE: 20%
MAXIMUM BUILDING HEIGHT: 3 STORIES

FEMA Notes and Map (NTS)

ACCORDING TO THE F.E.M.A. FLOOD INSURANCE RATE MAP (FIRM) OF FULTON COUNTY PANEL NUMBER 13121C0054F, DATED ON 09/18/2013, PORTIONS OF THIS PROPERTY DO NOT LIE WITHIN A FLOOD HAZARD AREA.

Vicinity Map (NTS)

Map showing the site location relative to surrounding streets: Salisbury Dr, Charlotte Dr, and other local roads.



CALL BEFORE YOU DIG: 1-800-282-7411

Tract Information

Lot	SQ.FT.	Acres
Lot 1	43436	0.9972
Lot 2	79,615	1.8277
Right of Way	51,704	1.187
Open Space 1	7,179	0.1648
Open Space 2	2,155	0.0495
Open Space 3	1,100	0.0253
Overall for entire tract	185189	4.2515

BASIS OF HORIZONTAL DATUM

SEATON G. SHEPHERD
Level II Certified Design Professional
CERTIFICATION NUMBER: 000004511
ISSUED: 01/21/2018 EXPIRES: 01/21/2021

GEORGIA STATE PLANE - WEST ZONE (NAD83)

GRAPHIC SCALE
(IN FEET)
1 inch = 40 feet

GRANT SHEPHERD & ASSOCIATES, INC.
Construction Layout • GPS Modeling
Land Surveying • Site Development

735 LONGLEAF BOULEVARD, SUITE A LAWRENCEVILLE, GA 30046
PHONE: 770.418.9823 FAX: 770.418.9289
WWW.GSASURVEYING.COM

DATE OF PRINT/PDF:

No. #	DATE / BY	DESCRIPTION
1.	03-27-18 / RS	INITIAL SUBMITTAL
2.	03-27-19 / NM	COMMENTS REVISION
3.	04-26-19 / NM	COMMENTS REVISION
4.	08-13-19 / NM	COMMENTS REVISION
5.	02-05-20 / WS	COMMENTS REVISION
6.	04-19-20 / WS	REMOVED SEPTIC / ADDED SEWER
7.	2-29-24 - MS	COMMENTS REVISION
8.	3-25-24 - AU	REVISE PROP. SEWER EASEMENT

MINOR SUBDIVISION PLAT FOR:
EXCEL CAPITAL CONSTRUCTION
12450 CHARLOTTE DRIVE
DEED BOOK 53662, PAGE 111
LAND LOTS 1171 & 1172 OF THE 2ND DISTRICT,
2ND SECTION
CITY OF MILTON
FULTON COUNTY, GEORGIA

Sheet / Drawing Scale
1" = 40'
Unless Otherwise Noted

GSA Project No.
18-01-190.1

Drawn By / Field Crew
Crew 3

RS 03/21/2018

Sheet No. 01 OF 01



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0419

Meeting Date: 6/26/2024

Department

Real Estate and Asset Management

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

Request approval of a Resolution approving two (2) easement agreements between Fulton County, Georgia ("Grantor") and the Georgia Power Company ("Grantee") to allow the Georgia Power Company to trim trees and install and maintain guy poles, guy wires, and anchors on County-owned property near the Sandy Springs Branch Library; to authorize the Chairman to execute the easement agreements and related documents; to authorize the County Attorney to approve the easement agreements and related documents as to form; and for other purposes.

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

Pursuant to Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all property of the County.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: Georgia Power Company ("Georgia Power") is seeking access easements from Fulton County in conjunction with the City of Sandy Springs planned roadway and sidewalk improvement project at the Sandy Springs Branch Library. Access easements are required because the planned roadway and sidewalk improvements require Georgia Power to relocate its electrical

infrastructure onsite. Replacement access easements will permit the removal and trimming of trees impacting utility service lines and perpetual easement access for relocation, operation, maintenance, inspection, and repair of Georgia Power's onsite utility infrastructure.

Prior to relocating service lines and utility poles onsite, Georgia Power's development regulations required that all new utility service connections acknowledge Georgia Power's access rights within the specific area(s) where the connection is being established. The easement areas to be conveyed are in Land Lot 71 of the 17th District of Fulton County, Georgia.

Community Impact: Approval of the Distribution Tree Trim/Clearing Easement Agreement and Easement Agreement for Anchors, Guy Poles and Guy Wires and related documents will ensure the stability and reliability of Georgia Power's utility infrastructure and facilitate the City of Sandy Springs' planned roadway and sidewalk improvements within the community.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of two (2) Easement Agreements between Fulton County and the Georgia Power Company for the purpose of completing planned roadway and sidewalk improvements at the Sandy Springs Branch Library.

Project Implications: The proposed project will enhance traffic flow and reduce congestion in downtown Sandy Springs by addressing bottleneck conditions on Johnson Ferry Road, Mt. Vernon Highway, and Roswell Road.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

Approval of the requested easement dedications does not involve the payment or receipt of funds and the easements are necessary to complete planned roadway and sidewalk improvements.

Tax Parcel ID 17 007100010361

After recording, return to:
Georgia Power Company
Attn: Land Acquisition (Recording)
241 Ralph McGill Blvd NE
Bin 10151
Atlanta, GA 30308-3374

PROJECT 2023080195 LETTER FILE DEED FILE MAP FILE
ACCOUNT NUMBER 11069276-GPC9596-VBS-15
NAME OF LINE/PROJECT: PI# L8242 JOHNSON FERRY CORRIDOR IMPROVEMENTS COSS TS-191
(FULTON COUNTY) DL (2)

PARCEL NUMBER 010

STATE OF GEORGIA
FULTON COUNTY

DISTRIBUTION TREE TRIM/ CLEARING EASEMENT

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, **FULTON COUNTY** (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is **141 Pryor St SW# 8021, Atlanta, GA 30303-3466**, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to cut, trim, remove, clear and keep clear any and all trees and other obstructions located on the Easement Area (as defined below), as well as the right, privilege and easement to cut, trim and/or remove any trees which now or may hereafter endanger the electric transmission and/or distribution lines and/or communication lines of the Company, its successors and assigns now constructed or which may hereafter be constructed on or adjacent to the Property (as defined below) and the right of ingress and egress over the Property to and from the Easement Area in connection therewith.

The "Property" is defined as that certain tract of land owned by the Undersigned at MOUNT VERNON HWY, SANDY SPRINGS, GA 30328 (Tax Parcel ID No. 17 007100010361) in Land Lot 21 of the 17 District of Fulton County, Georgia.

The "Easement Area" is defined as the portion of the Property located within twenty (20) feet of the centerline of the existing overhead of the existing electric transmission, distribution and/or communication lines of the Company, such Easement area being more particularly shown on "Exhibit "B" attached hereto and made a part hereof.

[Signature(s) on Following Page(s)]

PARCEL 010

NAME OF
LINE/PROJECT:

PI# L8242 JOHNSON FERRY CORRIDOR IMPROVEMENTS
COSS TS-191 (FULTON COUNTY) DL (2)

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

FULTON COUNTY, a political subdivision of
the State of Georgia

Witness

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

[Notarial Seal]

Attest: _____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

Y. Soo Jo, County Attorney

Tax Parcel ID 17 007100010379

After recording, return to:
Georgia Power Company
Attn: Land Acquisition (Recording)
241 Ralph McGill Blvd NE
Bin 10151
Atlanta, GA 30308-3374

PROJECT 2023080195 LETTER FILE DEED FILE MAP FILE
ACCOUNT NUMBER 11069276-GPC9596-VBS-15
NAME OF LINE/PROJECT: PI# L8242 JOHNSON FERRY CORRIDOR IMPROVEMENTS COSS TS-191
(FULTON COUNTY) DL (2)
PARCEL NUMBER 003

STATE OF GEORGIA
FULTON COUNTY

EASEMENT FOR ANCHORS, GUY POLES AND GUY WIRES

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, FULTON COUNTY (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is 141 Pryor St SW# 8021, Atlanta, GA 30303-3466, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to construct, operate and maintain anchors, guy wires and guy poles on the Property (as defined below) where the Company may find it necessary or desirable in the construction, operation, maintenance and repair of electric lines now erected or hereafter to be erected, and the right of ingress and egress over the Property in connection therewith.

The "Property" is defined as that certain tract of land owned by the Undersigned at 415 MOUNT VERNON HWY NE, SANDY SPRINGS, GA 30328 (Tax Parcel ID No. 17 007100010379) in Land Lot 21 of the 12 District of Fulton County, Georgia, as more particularly described on "Exhibit A" attached hereto and made a part hereof.

The Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

[Signature(s) on Following Page(s)]

PARCEL 003

NAME OF
LINE/PROJECT:

PI# L8242 JOHNSON FERRY CORRIDOR IMPROVEMENTS
COSS TS-191 (FULTON COUNTY) DL (2)

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

FULTON COUNTY, a political subdivision of
the State of Georgia

Witness

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

[Notarial Seal]

Attest: _____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

Y. Soo Jo, County Attorney

1 A RESOLUTION APPROVING TWO (2) EASEMENT AGREEMENTS BETWEEN FULTON
2 COUNTY, GEORGIA (“GRANTOR”) AND THE GEORGIA POWER COMPANY
3 (“GRANTEE”) FOR THE PURPOSE ALLOWING THE GEORGIA POWER COMPANY TO
4 TRIM TREES AND INSTALL AND MAINTAIN GUY POLES, GUY WIRES, AND ANCHORS
5 AT THE SANDY SPRINGS BRANCH LIBRARY; TO AUTHORIZE THE CHAIRMAN TO
6 EXECUTE THE EASEMENT AGREEMENTS AND RELATED DOCUMENTS; TO
7 AUTHORIZE THE COUNTY ATTORNEY TO APPROVE THE EASEMENT AGREEMENTS
8 AND RELATED DOCUMENTS AS TO FORM AND MAKE NECESSARY MODIFICATIONS
9 THERETO PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.

10
11 **WHEREAS**, Fulton County, Georgia, is a political subdivision of the State of Georgia,
12 existing as such under the Constitution, statutes, and laws of the State; and

13 **WHEREAS**, the City of Sandy Springs has initiated a roadway and sidewalk
14 improvement project (the “Project”) that includes construction of a new north-south connector
15 road – east of the Sandy Springs Branch Library – that will move vehicles between Mt. Vernon
16 Highway and Johnson Ferry Road; and

17 **WHEREAS**, the Project will require the Georgia Power Company to relocate existing
18 electrical utility infrastructure to new locations within the area; and

19 **WHEREAS**, the Georgia Power Company has determined that replacement easement
20 agreements from Fulton County are required to complete the planned Project at 415 Mount
21 Vernon Highway, NE, the location of the Sandy Springs Branch Library; and

22 **WHEREAS**, when completed, the Project will enhance traffic flow, improve pedestrian
23 safety, and reduce traffic congestion in and around the Sandy Springs Branch Library by
24 addressing bottleneck conditions on Johnson Ferry Road and Mt. Vernon Highway; and

25 **WHEREAS**, it is the recommendation of the Department of Real Estate and Asset
26 Management to grant the Georgia Power Company two (2) non-exclusive access easements
27 to allow it to trim trees and relocate onsite utility poles and service lines at the Sandy Springs

1 Branch Library for the purpose of improving pedestrian and vehicular traffic safety within the
2 City of Sandy Springs; and

3 **WHEREAS**, pursuant to Fulton County Code § 1-117, the Fulton County Board of
4 Commissioners has exclusive jurisdiction and control over directing and controlling all property
5 of the County, as it deems expedient and according to the law.

6 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
7 Commissioners hereby approves Fulton County granting the Georgia Power Company two (2)
8 easements in substantially the form of the easements attached hereto as Exhibit A, the
9 Distribution Tree Trim/Clearing Easement, and Exhibit B, the Easement for Anchors, Guy
10 Poles and Guy Wires, respectively.

11 **BE IT FURTHER RESOLVED**, that upon approval, the Chairman of the Board of
12 Commissioners is authorized and directed to execute and deliver the two (2) easement
13 agreements and other necessary and related documents to Georgia Power Company.

14 **BE IT FURTHER RESOLVED**, that prior to execution of the two (2) easement
15 agreement and any related documents by the Chairman, the County Attorney shall approve
16 the documents as to form and make any necessary changes thereto to protect Fulton County's
17 interests.

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

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22

[Signatures on Following Page]

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SO PASSED AND ADOPTED, this ____ day of June, 2024.

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"

Distribution Tree Trim/Clearing Easement

EXHIBIT "B"

Easement for Anchors, Guy Poles and Guy Wires



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0420

Meeting Date: 6/26/2024

Department

Real Estate and Asset Management

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

Request approval of a Sewer Easement Dedication of 33,583 square feet to Fulton County, Georgia, from AIO DB Boulder, LLC, for the purpose of constructing the ATL5 Data Center Project at 0 Bakers Ferry Road SW, South Fulton, Georgia 30336.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed ATL5 Data Center Project, a commercial development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer service line connections acknowledge Fulton County's access rights in the area(s) in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement area to be conveyed to the County consists of 33,583 square feet and located in Land Lot 59 of the 14th FF District of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

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

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

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

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

Project Name : ATL5 DATA CENTER
Tax Parcel Identification No.: 14F0059 LL0170
Land Disturbance Permit No.: WRS24-005
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 10th day of May, 2024, between AIO DB Boulder, LLC, 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 sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to **FULTON COUNTY** and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 59, _____ Section (if applicable) of District 14th FF, Fulton County, Georgia, and more particularly described as follows: To wit:

ATL5 Data Center

Project Name

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

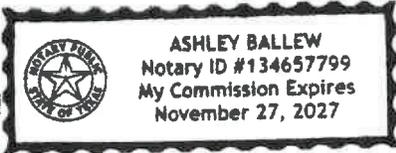
This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a sewer line through my property according to the location and size of said sewer line as shown on the map and profile now on file in the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

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

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

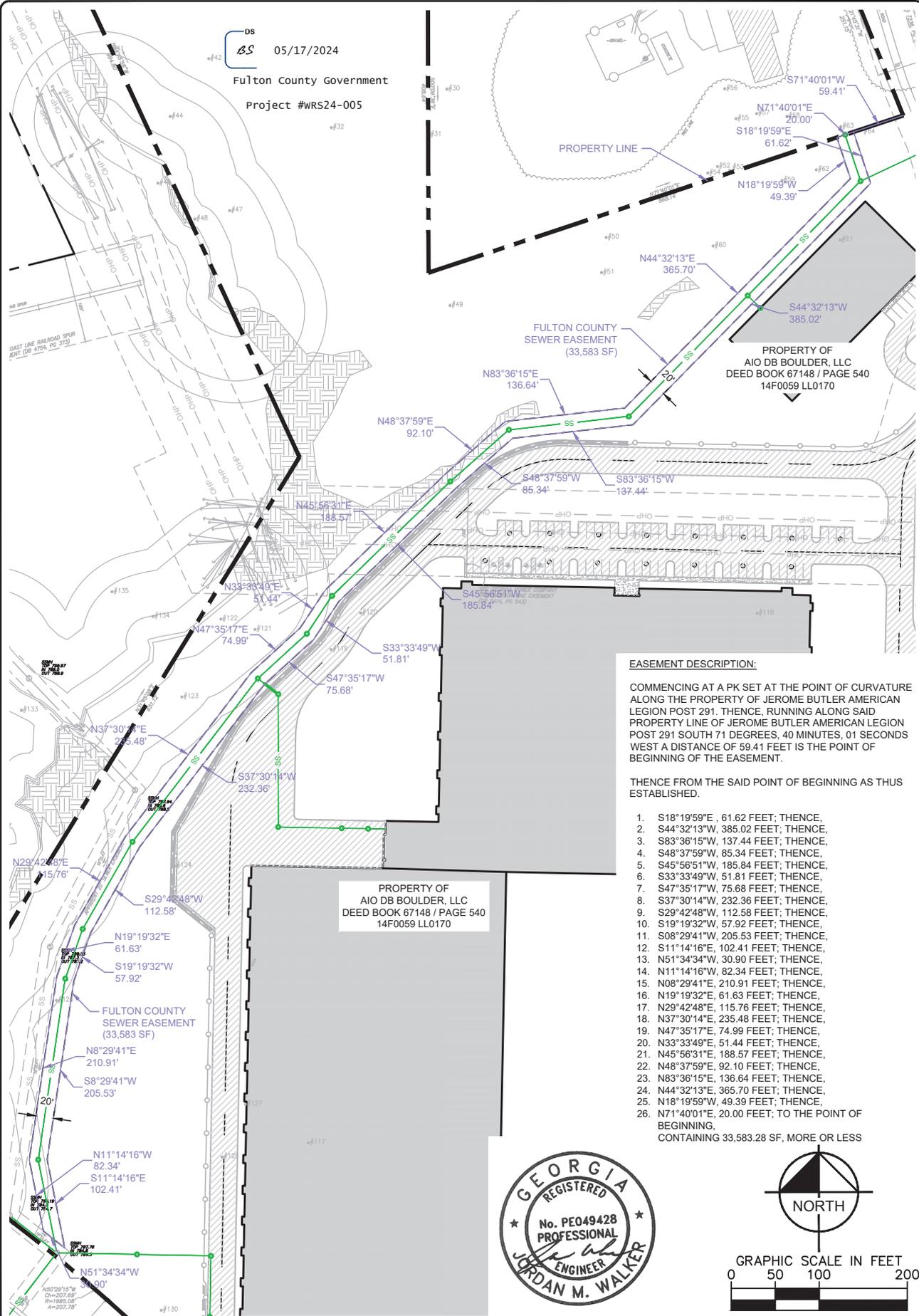
Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sewer line for the use of the property as herein agreed.

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

Signed, sealed and delivered this day of <u>May</u> , 20 <u>24</u> in the presence of:	GRANTOR: <u>AIO DB Boulder LLC</u> AIO DB Boulder, LLC
<u>Cynthia Newman</u> Witness	By: <u>[Signature]</u>
	Print Name: <u>Tyler Levy</u>
	Title: <u>General Counsel</u>
<u>[Signature]</u> Notary Public	By: _____
	Print Name: _____
	Title: _____
[NOTARIAL SEAL] 	[CORPORATE SEAL]

K:\A\MT_CIVIL\014987002_ATL5 Datacenter\CAD\Exhibits\2024-04-24 Sewer Easement\Sewer Easement Exhibit.dwg EXHIBIT A May 17, 2024 1:52pm by: Jordan M Walker

DS
BS 05/17/2024
Fulton County Government
Project #WRS24-005

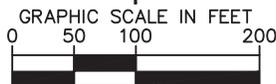


EASEMENT DESCRIPTION:

COMMENCING AT A PK SET AT THE POINT OF CURVATURE ALONG THE PROPERTY OF JEROME BUTLER AMERICAN LEGION POST 291. THENCE, RUNNING ALONG SAID PROPERTY LINE OF JEROME BUTLER AMERICAN LEGION POST 291 SOUTH 71 DEGREES, 40 MINUTES, 01 SECONDS WEST A DISTANCE OF 59.41 FEET IS THE POINT OF BEGINNING OF THE EASEMENT.

THENCE FROM THE SAID POINT OF BEGINNING AS THUS ESTABLISHED.

1. S18°19'59"E, 61.62 FEET; THENCE,
2. S44°32'13"W, 385.02 FEET; THENCE,
3. S83°36'15"W, 137.44 FEET; THENCE,
4. S48°37'59"W, 85.34 FEET; THENCE,
5. S45°56'51"W, 185.84 FEET; THENCE,
6. S33°33'49"W, 61.81 FEET; THENCE,
7. S47°35'17"W, 75.68 FEET; THENCE,
8. S37°30'14"W, 232.36 FEET; THENCE,
9. S29°42'48"W, 112.58 FEET; THENCE,
10. S19°19'32"W, 57.92 FEET; THENCE,
11. S08°29'41"W, 205.53 FEET; THENCE,
12. S11°14'16"E, 102.41 FEET; THENCE,
13. N51°34'34"W, 30.90 FEET; THENCE,
14. N11°14'16"W, 82.34 FEET; THENCE,
15. N08°29'41"E, 210.91 FEET; THENCE,
16. N19°19'32"E, 61.63 FEET; THENCE,
17. N29°42'48"E, 115.76 FEET; THENCE,
18. N37°30'14"E, 235.48 FEET; THENCE,
19. N47°35'17"E, 74.99 FEET; THENCE,
20. N33°33'49"E, 51.44 FEET; THENCE,
21. N45°56'31"E, 188.57 FEET; THENCE,
22. N48°37'59"E, 92.10 FEET; THENCE,
23. N83°36'15"E, 136.64 FEET; THENCE,
24. N44°32'13"E, 365.70 FEET; THENCE,
25. N18°19'59"W, 49.39 FEET; THENCE,
26. N71°40'01"E, 20.00 FEET; TO THE POINT OF BEGINNING CONTAINING 33,583.28 SF, MORE OR LESS



PROJECT:
ATL5 DATA CENTER

TITLE:
SEWER EASEMENT EXHIBIT

GRANTOR:
AIO DB BOULDER, LLC

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

PARCEL NO:
14F0059 LL0170
SCALE: 1" = 100'
DATE: 05/17/2024
SHEET:
EXHIBIT A



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0421

Meeting Date: 6/26/2024

Department

Real Estate and Asset Management

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

Request approval of a Sewer Easement Dedication of 11,653.69 square feet to Fulton County, Georgia, from Venture Communities, LLC for the purpose of constructing the Palisade at Stonewall Tell Project at 0 Stonewall Tell Road, South Fulton, Georgia 30331.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed Palisade at Stonewall Tell Project, a residential development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer service line connections acknowledge Fulton County's access rights in the area(s) in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement area to be conveyed to the County consists of 11,653.69 square feet and is located in Land Lot 139 of the 14th FF District of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

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

Funding Line 2:

n/a

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

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

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

Project Name : The Palisade at Stonewall Tell
Tax Parcel Identification No.: 14F-0139-LL-019-0; 14F-0139-LL-011-7; & 14F-0139-LL-0232-2
Land Disturbance Permit No.: WRS23-049
Zoning/Special Use Permit No.: Z21012
(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 1st day of February, 2024, between Venture Communities, LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to **FULTON COUNTY** and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 0139, _____ Section (if applicable) of District 14th FF, Fulton County, Georgia, and more particularly described as follows: To wit:

The Palisade at Stonewall Tell

Project Name

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

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

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

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

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

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

Signed, sealed and delivered this 15th
day of February, 2024
in the presence of:

GRANTOR: Venture Communities, LLC
CORPORATE NAME

C. D. Epp
Witness

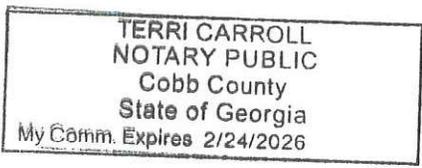
By: [Signature]
Print Name: Robert C. White, Sr.
Title: Member & Owner

[Signature]
Notary Public

By: _____
Print Name: _____
Title: _____

[CORPORATE SEAL]

[NOTARIAL SEAL]



**SANITARY SEWER EASEMENT
LEGAL DESCRIPTION
FULTON COUNTY, GEORGIA**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 139 OF THE 14FF DISTRICT, FULTON COUNTY, GEORGIA, CONTAINING 0.27 ACRES (11,653.69 SQ. FT.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE RIGHT-OF-WAY MONUMENT (DISTURBED) ALONG THE EASTERLY RIGHT-OF-WAY OF STONEWALL TELL ROAD (R/W VARIES), SAID MONUMENT ALSO BEING THE SOUTH-WEST PROPERTY CORNER OF NOW OR FORMERLY STONEWALL CAMPBELLTON, LLC.; THENCE LEAVING SAID RIGHT-OF-WAY S83°31'02"E A DISTANCE OF 369.95 FEET TO A POINT, SAID POINT BEING **THE TRUE POINT OF BEGINNING**.

THENCE FROM ESTABLISHED **POINT OF BEGINNING** S83°31'02"E A DISTANCE OF 31.28 FEET TO A POINT; THENCE S43°46'03"E A DISTANCE OF 582.61 FEET TO A POINT; THENCE N83°39'54"W A DISTANCE OF 31.18 FEET TO A POINT; THENCE N43°46'03"W A DISTANCE OF 582.74 FEET TO **THE POINT OF BEGINNING**.

 ^{DS} Brandon Scott
02/20/2024

Fulton County Government

Project #WRS23-049



• Civil Engineering
 • Land Surveying
 • Development Consulting
 • Landscape Architecture
 • Environmental Permitting

1350 Keys Ferry Court
 McDonough, GA 30253
 770.914.9394

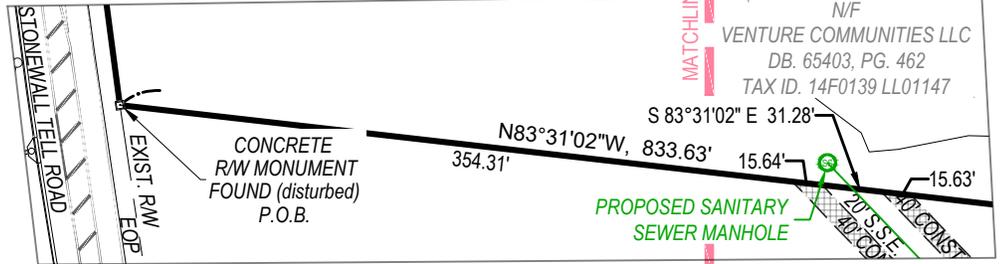
www.moorebass.com
 TALLAHASSEE • ATLANTA

Moore Bass Consulting, Inc.

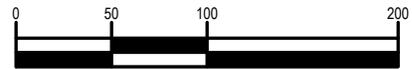
DS Brandon Scott
 BS 02/20/2024

Fulton County Government

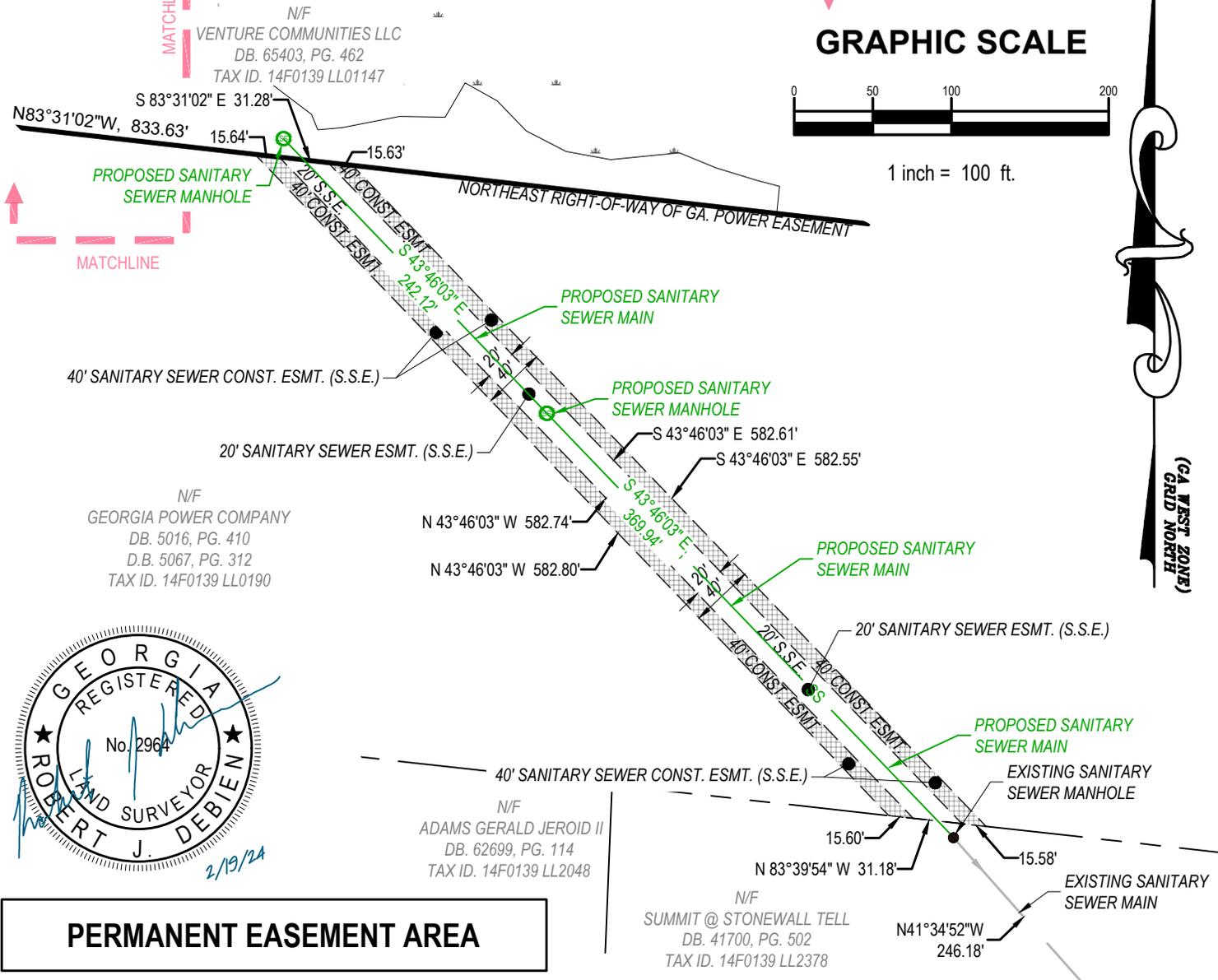
Project #WRS23-049



GRAPHIC SCALE



1 inch = 100 ft.



(GA WEST ZONE)
 GRID NORTH



PERMANENT EASEMENT AREA

AREA OF THE PERMANENT EASEMENT - 11,653.69 SQFT (0.27 AC)

© Moore Bass Consulting

The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

FILE #	A3676.0001	A3676.0001-SS-ESMT EXH.dwg
CONTRACT #	A3676.0001	ARCHIVE
DATE	02/19/2024	DRAWN BY RJD, LW
CLIENT NAME	PROJECT NAME	SHEET TITLE
VENTURE COMMUNITIES, LLC, 5098 RIVERVIEW RD, SUITE 100 ATLANTA, GA 30327	THE PALISADE AT STONEWALL TELL CITY OF SOUTH FULTON	SEWER LINE EASEMENT EXHIBIT A

1.0
 123



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0422

Meeting Date: 6/26/2024

Department

Real Estate and Asset Management

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

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, Georgia, and Brightwater Homes, LLC, for the purpose of granting conditional approval for the installation of stormwater infrastructure within a portion of the County's existing water line easement area at 0 Cox Road, Roswell, Georgia 30075.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: Brightwater Homes, LLC, the owner of the real property located at 0 Cox Road,

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

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 to remain within the County's water line easement area.

The Fulton County Department of Real Estate and Asset Management and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's water line easement as referenced in and recorded in Deed Book 67418, Page 124.

At the request of Brightwater Homes, LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 3,667 square feet, and confirmed that the County's water system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted .

Community Impact: Fulton County retains its full access to maintain its water service line while granting the property owner the conditional approval to install stormwater infrastructure within the County's water line easement area

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

Project Implications: No negative impacts to water services or access to maintain the onsite water line will result by allowing stormwater infrastructure to remain within the County's easement area.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

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

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

Cross Reference

Deed/Plat Book 65674, Page 391
Deed Book 67418, Page 124

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT made this 29 day of September 2023, between Brightwater Homes, LLC a property owner within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor (“Owner”), and FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (“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 Aster (f.k.a, Ferncroft) 845 Cox Rd., Roswell, GA 30075 and as more fully described in that certain conveyance recorded in Deed Book 65674, Page 391-394 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 water meter easement, as referenced in and recorded at Deed Book 67418, Page 124 of Fulton County, Georgia records, and hereby grants Owner a License to enter within portions of its water meter 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 the 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 its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11.

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

12.

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

13.

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

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

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

OWNER: Brightwater Homes, LLC
227 Sandy Springs Pkwy, Suite 110
Sandy Springs, GA 30328

Re: 2nd District 2nd Section, Land Lot(s) 1145 & 1146

Parcel Number: 22-3440-1145-021-6

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

Signatures:

OWNER Brightwater Homes, LLC

Signed sealed and delivered in the presence of

[Signature]
Unofficial Witness

Melanie R. Vaughn
Notary Public
My Commission Expires: 4-30-2027

(Notary Seal)

(Notary Stamp)



Attest:

Clerk of Commission

APPROVED AS TO CONTENT:

[Signature]
David E. Clark, Director
Department of Public Works

[Signature]
Signature (Authorized Party to Bind Owner Entity)

Joel Ferguson VP of Operations
Signatory's Name and Title (printed)

Owner's Address: Brightwater Homes

227 Sandy Springs Pl NE, Suite 110

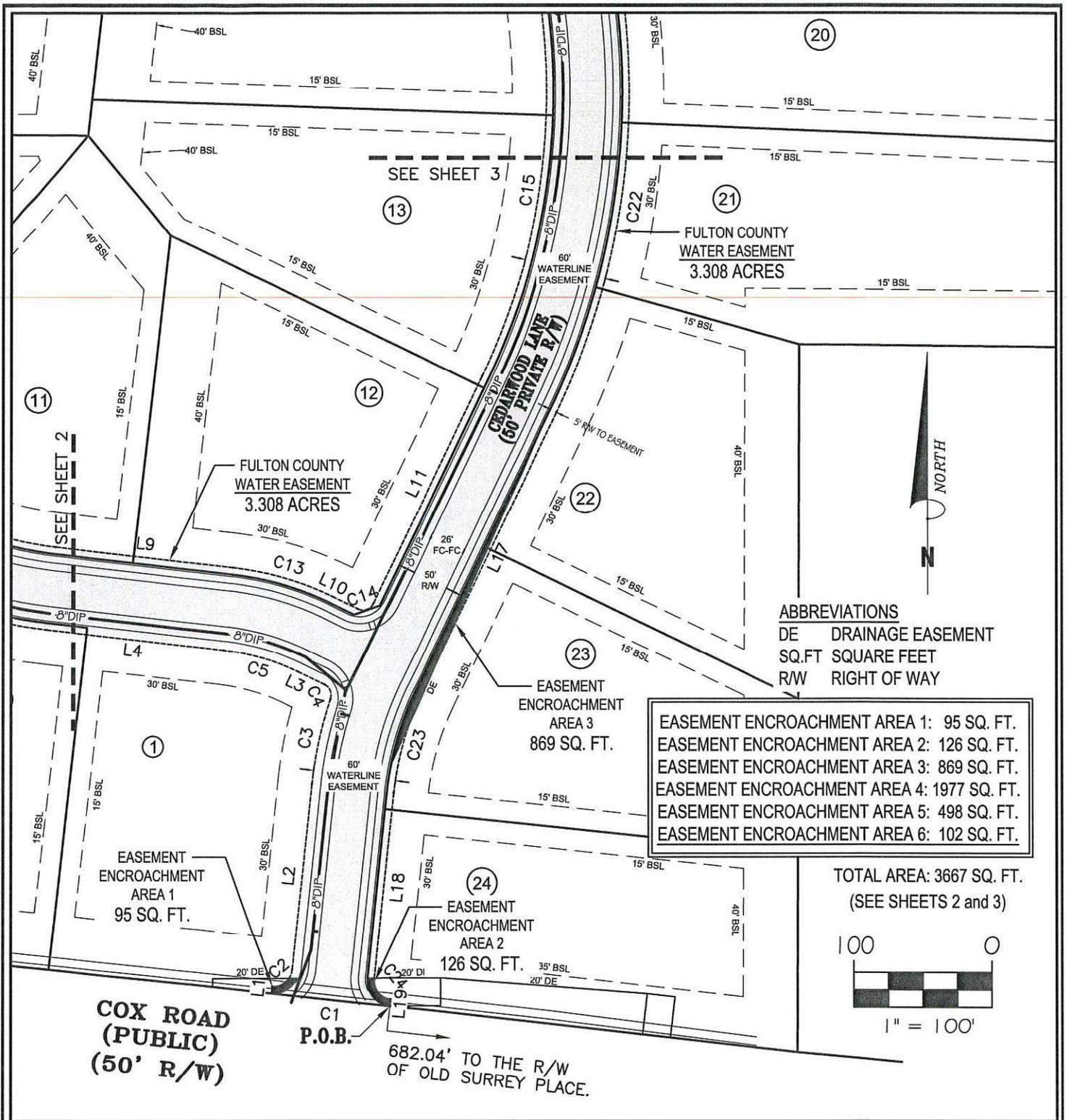
Sandy Springs, GA 30328

FULTON COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney



DWG: \\Ga-suwa-fs1-vm\projects\2021\0214\SURVEY\21-0214-Waterline Esmt for County.dwg

DATE: 10/31/2023

Bowman CONSULTING

Bowman Consulting Group, Ltd.
 603 Park Point Drive, Suite 100
 Golden, CO 80401

Phone: (303) 674-7355
 Fax: (303) 674-3263
 www.bowmanconsulting.com

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EASEMENT ENCROACHMENT EXHIBIT ASTER

LAND LOTS 1145 & 1146
 2ND DISTRICT, 2ND SECTION
 CITY OF ROSWELL
 FULTON COUNTY, GEORGIA

REVISION



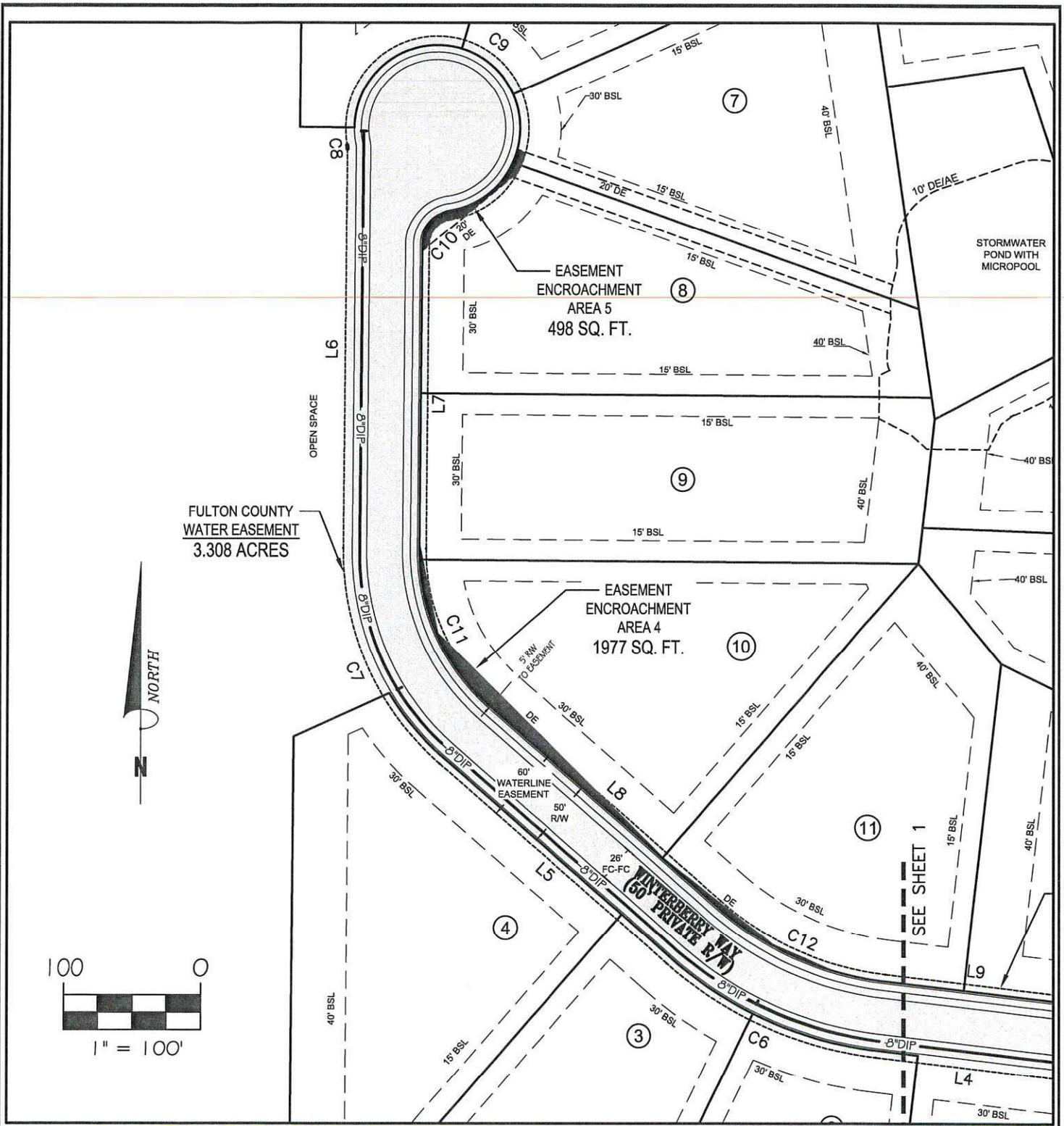
BCG PROJECT NO: 200032-01-001

SHEET 1 OF 4

BY: BL

SCALE: 1" = 100'

CHK: AW



DWG: \\Ga-suwa-fs1-vm\projects\2021\0214\SURVEY\21-0214-Waterline Esmt for County.dwg DATE: 10/31/2023

Bowman CONSULTING

Bowman Consulting Group, Ltd.
603 Park Point Drive, Suite 100
Golden, CO 80401

Phone: (303) 674-7355
Fax: (303) 674-3263
www.bowmanconsulting.com

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EASEMENT ENCROACHMENT EXHIBIT
ASTER
LAND LOTS 1145 & 1146
2ND DISTRICT, 2ND SECTION
CITY OF ROSWELL
FULTON COUNTY, GEORGIA

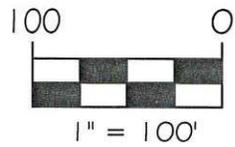
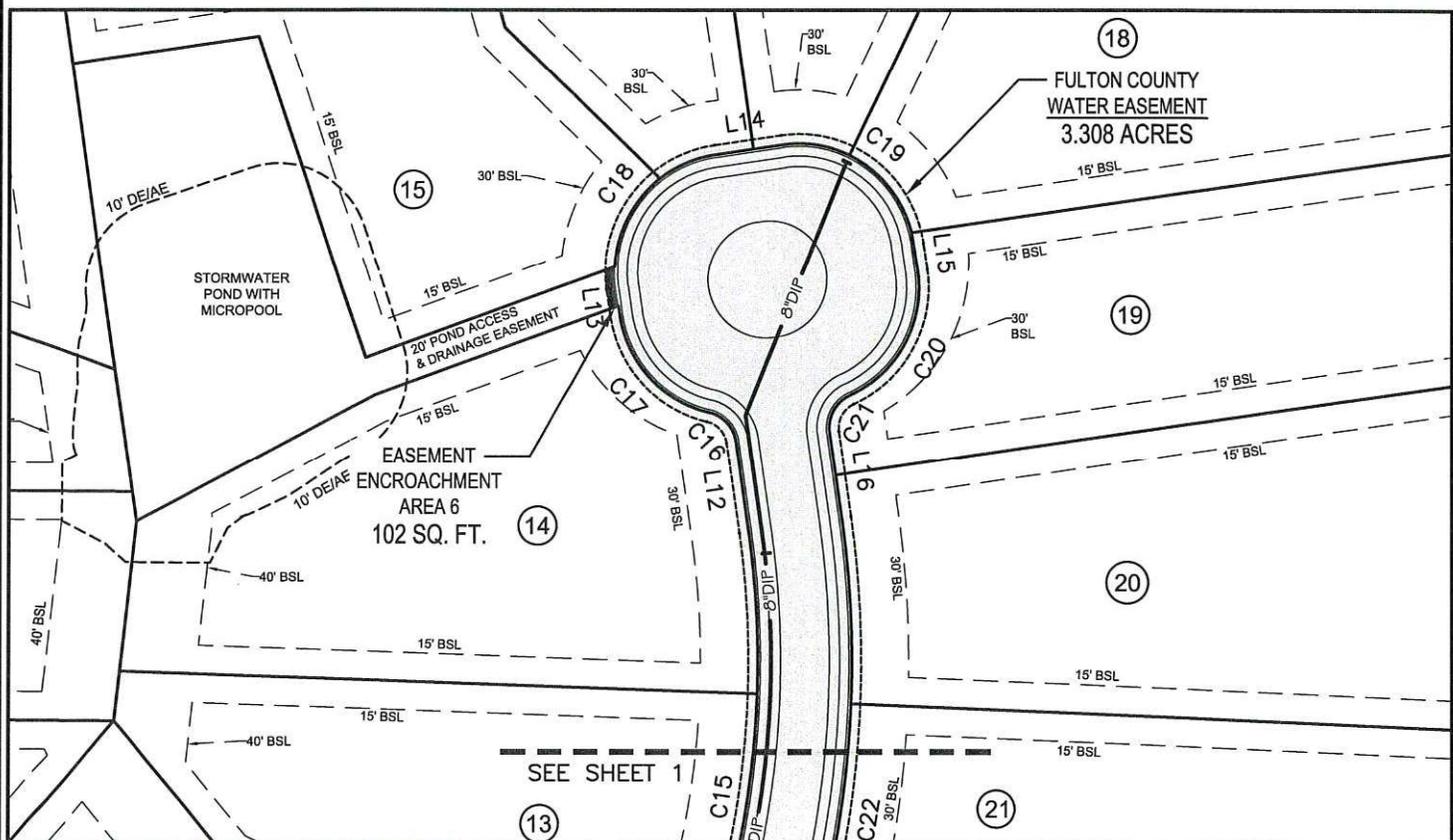
NO.	REVISION

GEORGIA REGISTERED
No. 2945
PROFESSIONAL
LAND SURVEYOR
BRANDON T. MILLER

BCG PROJECT NO: 200032-01-001

SHEET 2 OF 4
SCALE: 1" = 100'

BY: BL
CHK: AW



DWG: \\Ga-suwa-fs1-vm\projects\2021\0214\SURVEY\21-0214-Waterline Esmt for County.dwg		DATE: 10/31/2023				
<h1>Bowman</h1> <h2>CONSULTING</h2> <p>Bowman Consulting Group, Ltd. 603 Park Point Drive, Suite 100 Golden, CO 80401 Phone: (303) 674-7355 Fax: (303) 674-3263 www.bowmanconsulting.com</p> <p>© Bowman Consulting Group, Ltd.</p>	<p>EASEMENT ENCROACHMENT EXHIBIT ASTER LAND LOTS 1145 & 1146 2ND DISTRICT, 2ND SECTION CITY OF ROSWELL FULTON COUNTY, GEORGIA</p>					
	<table border="1"> <thead> <tr> <th>REVISION</th> </tr> </thead> <tbody> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </tbody> </table>		REVISION			
REVISION						
BCG PROJECT NO: 200032-01-001	SHEET 3 OF 4	BY: BL				
	SCALE: 1" = 100'	CHK: AW				



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	12124.30'	87.13'	87.13'	N 84°00'33" W
C2	13.50'	21.25'	19.13'	N 51°05'38" E
C3	280.00'	63.05'	62.91'	N 12°26'29" E
C4	8.50'	12.33'	11.28'	N 22°40'01" W
C5	170.00'	56.99'	56.73'	N 73°49'48" W
C6	280.00'	169.13'	166.57'	N 66°07'47" W
C7	205.00'	176.13'	170.76'	N 24°12'46" W
C8	13.50'	2.62'	2.61'	N 05°09'22" W
C9	66.50'	315.67'	92.41'	S 54°43'32" E
C10	18.50'	26.11'	24.00'	S 40°49'51" W
C11	145.00'	124.58'	120.78'	S 24°12'46" E
C12	220.00'	132.89'	130.88'	S 66°07'47" E
C13	230.00'	77.11'	76.75'	S 73°49'48" E
C14	8.50'	13.35'	12.02'	N 70°46'27" E
C15	470.00'	279.20'	275.11'	N 08°45'22" E
C16	13.50'	16.15'	15.20'	N 42°31'58" W
C17	66.50'	79.55'	74.89'	N 42°31'58" W
C18	66.50'	104.46'	94.05'	N 36°44'17" E
C19	66.50'	104.46'	94.05'	S 53°15'43" E
C20	66.50'	86.16'	80.26'	S 28°51'22" W
C21	13.50'	17.49'	16.29'	S 28°51'22" W
C22	530.00'	314.84'	310.23'	S 08°45'22" W
C23	220.00'	75.96'	75.59'	S 15°52'57" W
C24	13.50'	21.25'	19.13'	S 39°06'44" E

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 06°11'48" E	5.00'
L2	N 05°59'27" E	134.98'
L3	N 64°13'33" W	21.28'
L4	N 83°26'03" W	129.84'
L5	N 48°49'32" W	218.96'
L6	N 00°24'01" E	287.96'
L7	S 00°24'01" W	219.46'
L8	S 48°49'32" E	218.96'
L9	S 83°26'03" E	129.84'
L10	S 64°13'33" E	19.20'
L11	N 25°46'27" E	181.96'
L12	N 08°15'43" W	47.95'
L13	N 08°15'43" W	14.00'
L14	N 81°44'17" E	36.00'
L15	S 08°15'43" E	14.00'
L16	S 08°15'43" E	45.41'
L17	S 25°46'27" W	224.39'
L18	S 05°59'27" W	134.98'
L19	S 05°47'06" W	5.00'

DWG: \\Ga-suwa-fs1-vm\projects\2021\0214\SURVEY\21-0214-Waterline Esmt for County.dwg

DATE: 10/31/2023

Bowman

CONSULTING

Bowman Consulting Group, Ltd. Phone: (303) 674-7355
 603 Park Point Drive, Suite 100 Fax: (303) 674-3263
 Golden, CO 80401 www.bowmanconsulting.com

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EASEMENT ENCROACHMENT EXHIBIT ASTER

LAND LOTS 1145 & 1146
 2ND DISTRICT, 2ND SECTION
 CITY OF ROSWELL
 FULTON COUNTY, GEORGIA

REVISION

SHEET 4 OF 4

BY: BL

SCALE: 1" = 100'

CHK: AW



BCG PROJECT NO: 200032-01-001



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0423

Meeting Date: 6/26/2024

Department

Real Estate and Asset Management

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

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, Georgia and JBGL Atlanta Development 2014, LLC, for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 5560 Abbotts Bridge Road, Johns Creek, Georgia 30097.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: JBGL Atlanta Development 2014, LLC, the owner of the real property located at 5560 Abbotts Bridge Road, Johns Creek, Georgia 30097, has requested the conditional approval of the Fulton County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within the County's existing water line easement area.

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 to remain within the County's water line easement area.

The Fulton County Department of Real Estate and Asset Management and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's water line easement as referenced and recorded in Deed Book 67871, Page 295.

At the request of JBGL Atlanta Development 2014, LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 1,690 square feet, and confirmed that the County's water system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted

Community Impact: Fulton County retains its full access to maintain its water service line while granting the property owner the conditional approval to install stormwater infrastructure within the County's water line easement area

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

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

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

Cross Reference

Deed/Plat Book 67070, Page 623, 628, 632
Deed Book 67871 Page 295

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT made this _____ day of _____, 20____, between JBGL Atlanta Development 2014, LLC a property owner within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor (“Owner”), and FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (“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 5545 & 5560 Abbots Bridge Road and 11245 Parsons Road (address), and as more fully described in that certain conveyance recorded in Deed Book 67070, Page 623,628, 632 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 water meter easement, as referenced in and recorded at Deed Book 67871, Page 295 of Fulton County, Georgia records, and hereby grants Owner a License to enter within portions of its water meter 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 the 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 Standard Form Water Line Indemnification Agreement 10.2023

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

4.

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

5.

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

6.

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

7.

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

8.

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

9.

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

10.

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

11.

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

12.

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

13.

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

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

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

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

Re: 1 District 1 Section, Land Lot(s) 266

Parcel Number: 11 078002770140, 11 066002660312, 11 066002660262

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

Signatures:

OWNER JBGL Atlanta Development 2014, LLC

Signed sealed and delivered in the presence of

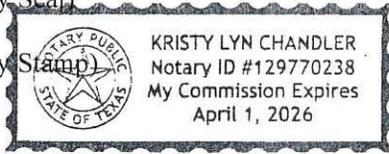
[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires: April 1, 2026

(Notary Seal)

(Notary Stamp)



[Signature]

Signature (Authorized Party to Bind Owner Entity)

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

Owner's Address: 5501 Headmarkers Dr.

Suite 300W
Plano, TX 75024

Attest:

FULTON COUNTY, GEORGIA

Clerk of Commission

By: _____
Chairman, Board of Commissioners

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

David E. Clark, Director
Department of Public Works

Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0424

Meeting Date: 6/26/2024

Department

Real Estate and Asset Management

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

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, Georgia, and Moslem and Leila Eskandari for the purpose of granting conditional approval for the installation of stormwater infrastructure within a portion of the County's existing water line easement at 2385 Old Milton Parkway, Alpharetta, Georgia 30009.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: Moslem and Leila Eskandari, the owners of the real property located at 2385 Old Milton Parkway, Alpharetta, Georgia, have requested the conditional approval of the Fulton County Board of Commissioners to install stormwater infrastructure within the County’s existing water line easement.

The Fulton County Department of Real Estate and Asset Management and the Fulton County Department of Public Works are requesting approval to amend the terms of the County’s water line easement at 2385 Old Milton Parkway, Alpharetta, Georgia.

The Department of Public Works has completed an on-site assessment of the area, which is approximately 1,960 square feet, and confirmed that the County’s water system will not be adversely impacted and can continue to be properly maintained if this encroachment is granted.

The purpose of the Indemnification Agreement is to formally affirm the terms of Fulton County’s conditional approval of the encroachment of private improvements within the County’s water line easement area at 2385 Old Milton Parkway, Alpharetta, Georgia

Community Impact: The Indemnification Agreement allows Fulton County full access to maintain its water service line while granting the property owner the conditional approval to install stormwater infrastructure within the County’s water line easement area

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

Project Implications: No negative impacts to water services or access to maintain the County’s water line will result by allowing stormwater infrastructure within the County’s existing easement area.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

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

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

Cross Reference

Deed/Plat Book 60889, Page 177
Deed Book 67742 Page 378

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

THIS AGREEMENT made this _____ day of _____ 2024, between Moslem and Leila Eskandari, a property owner within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor ("Owner"), and FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("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 2385 Old Milton Parkway, Alpharetta, GA 30004 (address), and as more fully described in that certain conveyance recorded in Deed Book 60889, Page 177 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 water meter easement, as referenced in and recorded at Deed Book 67742, Page 378 of Fulton County, Georgia records, and hereby grants Owner a License to enter within portions of its water meter 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 the 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 its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11.

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

12.

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

13.

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

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

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

OWNER: Moslem and Leila Eskandari
2385 Old Milton Parkway
Alpharetta, GA 30009

Re: 1ST District 2ND Section, Land Lot(s) 748

Parcel Number: 12 270307480636

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

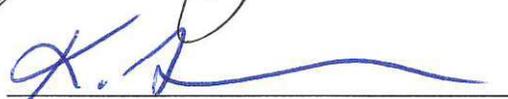
Signatures:

Signed sealed and delivered in the presence of

OWNER Moslem and Leila Eskandari


Unofficial Witness


Signature (Authorized Party to Bind Owner Entity)


Notary Public

My Commission Expires: 6/7/2027

Moslem and Leila Eskandari (Owner)
Signatory's Name and Title (printed)

(Notary Seal)

Owner's Address: 501 S. Main St.,

~~Kathleen F Driscoll~~
NOTARY PUBLIC
Forsyth County, GEORGIA
My Commission Expires 06/07/2027

Suite 103

Alpharetta, GA 30009

Attest:

FULTON COUNTY, GEORGIA

Clerk of Commission

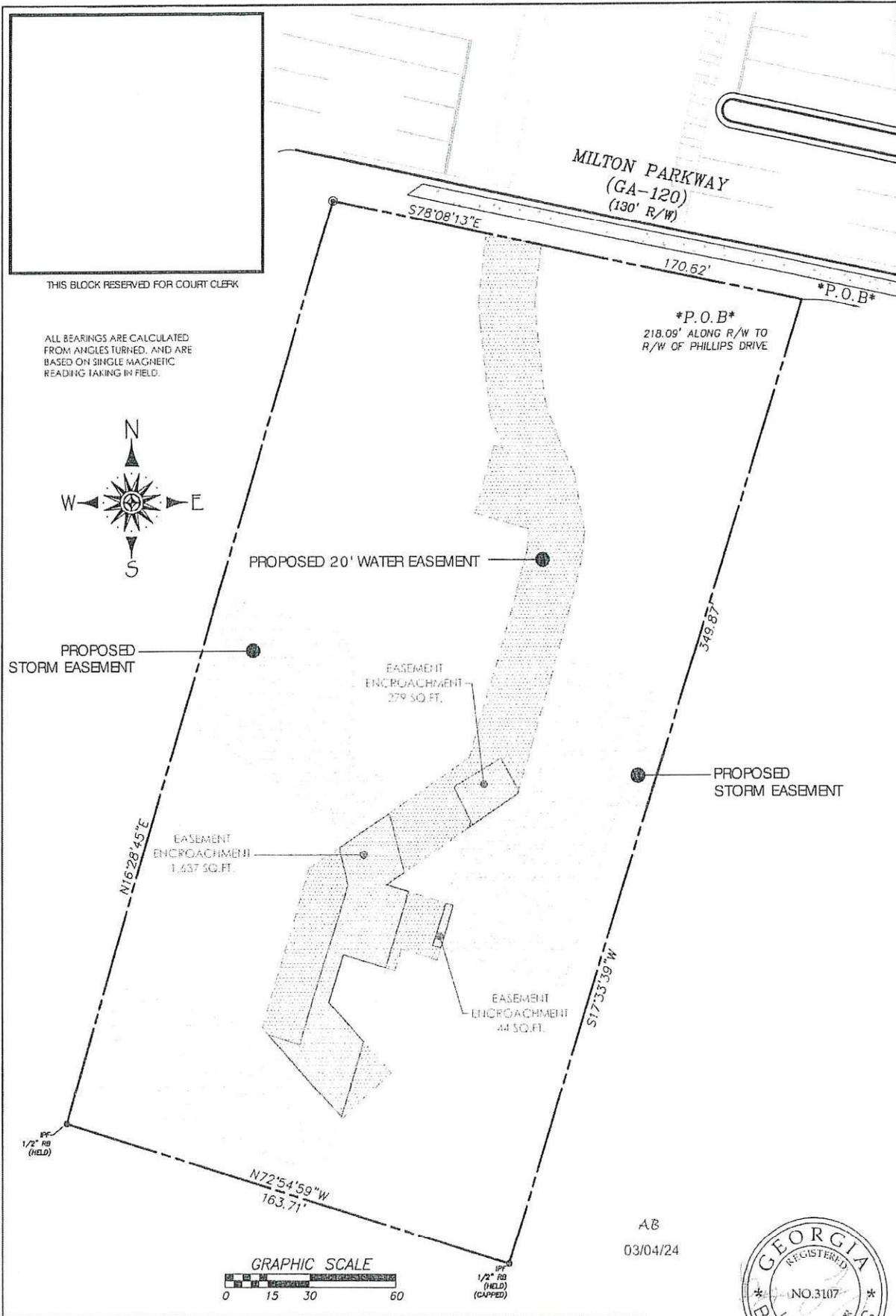
By: _____
Chairman, Board of Commissioners

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

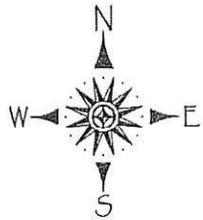
David E. Clark, Director
Department of Public Works

Y. Soo Jo, County Attorney



THIS BLOCK RESERVED FOR COURT CLERK

ALL BEARINGS ARE CALCULATED FROM ANGLES TURNED, AND ARE BASED ON SINGLE MAGNETIC READING TAKING IN FIELD.



P.O.B
218.09' ALONG R/W TO R/W OF PHILLIPS DRIVE

PROPOSED STORM EASEMENT

PROPOSED 20' WATER EASEMENT

EASEMENT ENCROACHMENT 279 SQ. FT.

EASEMENT ENCROACHMENT 1,637 SQ. FT.

PROPOSED STORM EASEMENT

EASEMENT ENCROACHMENT 44 SQ. FT.



A8
03/04/24



CITY OF ALPHARETTA, FULTON COUNTY
LAND LOT 7.4B of the 1st DISTRICT, 2nd SECTION
FULTON COUNTY, GEORGIA
DATE 02/23/2024 SCALE 1" = 30'

ENCROACHMENT EASEMENT
EXHIBIT for
MIKE ESKANDARI



ALPHARETTA OFFICE
875 Lockway Drive Suite 702
Alpharetta, Georgia 30004
Office: (770) 675-8197

DRAWN BY
S.C.D.
JOB NO.
2022-263



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0425

Meeting Date: 6/26/2024

Department

Medical Examiner

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

Request approval to renew a Memorandum of Understanding on behalf of the Fulton County Office of the Medical Examiner and The Department of Chemistry and Forensic Science for Savannah State University. The Department of Chemistry and Forensic Science for Savannah State University at this moment agrees to perform DNA kinship testing on an individual case-by-case basis as needed and requested by the Fulton County Medical Examiner Office on a case-by-case basis not to exceed \$15,000.00. Effective upon approval through July 30, 2025.

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

In accordance with State of Georgia O.C.G.A. §36-10-1, requests for approval of renewal of Memorandum of Understanding shall be forwarded to the Board of Commissioners for approval.

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background This Memorandum of Understanding between the Fulton County Medical Examiner Office and Savannah State University and its Department of Chemistry and Forensic Science for Savannah State University. This agreement will assist with positively identifying

human remains in cases investigated by this office.

Scope of Work: The Department of Chemistry and Forensic Science for Savannah State University hereby agrees to perform DNA kinship testing on an individual case-by-case basis as needed and requested by the Fulton County Medical Examiner.

Community Impact: N/A

Department Recommendation: Department of Chemistry and Forensic Science for Savannah State University

Project Implications: N/A

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

Fiscal Impact / Funding Source

Funding Line 1:

100 340 3400 1160

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), entered into this 10 day of August 2024, between Fulton County, Georgia, a political subdivision of the State of Georgia (“Fulton County”), on behalf of the Fulton County Medical Examiner, located at 430 Pryor Street, SW, Atlanta, GA 30312, and The Board of Regents of the University System of Georgia, by and on behalf of Savannah State University and its Department of Chemistry and Forensic Science for Savannah State University (hereinafter “SSU”), located at 3219 College Street in Savannah, Georgia 31404, (collectively the “Parties ”) do hereby enter into the following agreement:

WHEREAS, one of the duties of the Fulton County Medical Examiner is to positively identify human remains in cases investigated by this office. On many occasions, human remains in cases investigated by this office are damaged and/or decomposed to such an extent that the only viable means of positive identification is through DNA kinship testing; and

WHEREAS, the Georgia Bureau of Investigation provides DNA kinship testing to the Fulton County Medical Examiner. This DNA kinship testing is limited to DNA Parentage testing only. In some cases, this limitation on DNA kinship testing prevents the positive identification of human remains by the Fulton County Medical Examiner. In cases of this nature, the Fulton County Medical Examiner is forced to contract, at significant expense, with private laboratories performing extended DNA kinship testing services; and

WHEREAS, the Savannah State University Department of Chemistry and Forensic Science has the capability of performing DNA kinship testing for the purpose of positive identification of human remains under the direction of Dr. Kai Shen, and other instructional faculty in the Department of Chemistry and Forensic Science.

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

I. Statement of Work

SSU hereby agrees to perform DNA kinship testing on an individual case-by-case basis as needed and requested by the Fulton County Medical Examiner as follows:

1. SSU agrees that all DNA samples submitted for testing by the Fulton County Medical Examiner will be analyzed using instrumentation that has been approved by the National DNA Index System (NDIS). Upon receipt, the completion of sample analyses should not exceed 10 business days. The laboratory report certifying DNA kinship tests should then be furnished within 5 business days after the sample analyses have been completed.
2. Upon completing any DNA kinship testing on behalf of the Fulton County Medical Examiner, SSU agrees to prepare a written report concerning the outcomes of such DNA

kinship testing, as determined to a reasonable degree of scientific certainty, and to provide such report to the Fulton County Medical Examiner.

3. SSU agrees that to the extent allowed under Georgia law, including O.C.G.A. §50-18-72(a)(1) & (a)(2) all such DNA kinship testing performed at the request of the Fulton County Medical Examiner shall be confidential and no details of such testing shall be released to the general public without the express written consent of the Fulton County Medical Examiner.
4. It is recognized and understood that if DNA kinship testing is determined to be necessary in a pending criminal investigation, including but not limited to the investigation of homicides, that such samples will be submitted to a nationally recognized and certified forensic laboratory authorized and certified to perform DNA testing and to offer expert testimony in criminal cases, and such samples will **NOT** be submitted to SSU for testing and analysis.
5. In consideration for the assistance provided to the Fulton County Medical Examiner by SSU, the Fulton County Medical Examiner's Office hereby agrees to permit students enrolled in coursework for the Department of Chemistry and Forensic Science for Savannah State University to attend and observe forensic pathological examinations and investigations performed at the Fulton County Medical Examiner. Students from the Department of Chemistry and Forensic Science for Savannah State University shall also be granted priority for the completion of internships related to forensic science and investigation through the Fulton County Medical Examiner.
6. SSU is permitted to publicize this collaborative partnership with FCME through media channels for the purpose of recruitment and promotion.

II. Compensation for Services

The compensation for services provided under this MOU will be based on the following rates: Lead faculty fee of \$100 per sample, which is exempt for the first year. The sample analysis charge is \$250 per sample, and an equipment maintenance fee of \$50 per sample will also apply. These rates are subject to adjustment by mutual agreement of parties in writing. Any additional expenses incurred by either party in connection with the services provided under this MOU will be the responsibility of that party and will not be reimbursed by the other party unless otherwise agreed upon in writing.

III. Term

This MOU shall commence upon the Effective Date and shall continue until one year from execution. This MOU shall automatically be renewed by the parties each year thereafter unless and until such time as written notice from one or more of the parties of intention not to renew or notice of modification by is received by all other parties no later than ninety (90) days prior to the expiration of the term of this MOU.

IV. Liability

Each party agrees to be responsible for its own acts and omissions under this MOU. SSU and Fulton County both agree that each shall be liable for its own negligent acts or omissions of its employees, officers, or directors to the extent allowed by law.

V. Termination of MOU

a. Termination for Cause

Either County or SSU may terminate this MOU in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the MOU. Any party seeking to terminate this MOU is required to give thirty (30) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the MOU. The party receiving such notice under this provision shall have ten (10) days after receipt of service of the notice to correct the violation or cease the delay to the satisfaction of the aggrieved party. If such arrangements are not made, the MOU shall, upon expiration of said ten (10) days, be suspended or terminated without further notice. Notice of termination shall be delivered by hand delivery or certified mail with receipt for delivery returned to the sender.

b. Termination for Convenience by Fulton County

Notwithstanding any other provisions, the County may terminate this MOU for its convenience at any time by giving at least thirty (30) days prior notice in writing (hand delivery or certified mail with receipt) to SSU.

VI. Assignment of Contract

SSU shall not make any purported assignment of this MOU or any part thereof or delegate the duties herewith without prior written consent of the County.

VII. Conflict of Interest

No member, officer, or employee of the County or its designee or agents, no member of the governing body of the County, and no other official of the County who exercises or has exercised any functions or responsibilities with respect to County-assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

VIII. Equal Opportunity and Nondiscrimination; Civil Rights Act Of 1964 (As Amended)

SSU shall comply with all requirements imposed by or pursuant to Title VI and Title VII of the Civil Rights Act as Amended, Age Discrimination in Employment Act; Rehabilitation Act of 1973, as Amended, section 504; Equal Pay Act; the American with Disabilities Act of 1990, as Amended; Fair Housing Act, as Amended; and any other applicable Acts which prohibit/discrimination on the ground of race, color, religion, sex, age, national origin, handicap, disability, or familial status. No person in the United States shall be unlawfully excluded from participation in, be denied the benefit of, or be subjected to discrimination under this MOU.

IX. Severability

If any provision of this MOU is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the MOU, which shall remain in full force and effect and enforceable in accordance with its terms.

X. Variations Or Modifications to Contract

This MOU constitutes the entire arrangement between the County and SSU, and there are no further written or oral agreements with respect thereto. No variation or modification of this MOU and no waiver of its provisions shall be valid unless in writing and signed by County and SSU's duly authorized representatives.

XI. Notices

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Office of the Medical Examiner
430 Pryor Street, SW
Atlanta, Georgia 30312
404-613-4400
Attention: Dr. Karen E. Sullivan, Chief Medical Examiner

Copy To: Office of the County Attorney
141 Pryor Street, S.W. Suite 4038
Atlanta, Georgia 30303

Notices to SSE shall be addressed as follows:

Savannah State University
Office of the President
3219 College Street

Savannah, Georgia 31404
Attention: Cynthia Robinson Alexander, JD
Interim President, Savannah State University

XII. Governing Law

This MOU will be executed and implemented in Fulton County. Further, this MOU shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this MOU shall be in the Fulton County Superior Courts. If any part of this MOU is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this MOU shall be in full force and effect.

XIII. Insurance

SSU further agrees to maintain for the life of this MOU such insurance as shall fully protect the County. Such requirements are attached hereto and made a part hereof as Attachment "A."

[SIGNATURES APPEAR ON NEXT PAGE]

ATTACHMENT “A”

INSURANCE AND LIABILITY

SSU shall maintain for the life of the MOU such insurance as shall fully protect Fulton County and any subcontractors performing work covered by this MOU from any and all claims, including bodily injury, property damage or personal injury that may arise or result from SSU under this MOU.

At a minimum, the above-described insurance must include the following elements and limits of coverage.

Comprehensive General Liability

- | | |
|---|-----------|
| 1. Bodily Injury (each occurrence and annual aggregate) | \$500,000 |
| 2. Property damage (each occurrence and annual aggregate) | \$500,000 |
| 3. Personal injury (each occurrence and annual aggregate) | \$500,000 |

Automobile Liability

- | | |
|--------------------------------------|-----------|
| 1. Bodily injury (each occurrence) | \$500,000 |
| 2. Property damage (each occurrence) | \$100,000 |



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0426

Meeting Date: 6/26/2024

Department

Medical Examiner

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

Request approval to renew an existing contract between Fulton County, on behalf of the Medical Examiner, and Morehouse School of Medicine to provide clinical education experiences for students enrolled in the School's M.D. degree program. The County is not required to pay any compensation. Effective upon approval through December 31, 2024.

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

Pursuant to O.C.G.A. § 36-10-1, requests for approval must be forwarded to the Board of Commissioners, in writing, and spread on the minutes.

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

The Medical Examiner's Office desires to collaborate with Morehouse School of Medicine to provide training for medical students in the Medical Examiner's Office, which will include clinical education experiences for students participating in a rotation with the school's M.D. Degree program.

Scope of Work:

The purpose of this Agreement is to provide clinical education experiences at the Medical Examiner's office for students who are enrolled in School's M.D. Degree program. The Medical Examiner shall appoint a qualified Medical Examiner employee who will be responsible for coordinating and supervising the Education Experiences of the Students at Medical Examiner's office. The Medical Examiner's office will retain responsibility for the care of patients and will maintain sole administrative and professional supervision of Students insofar as their presence and Education Experiences affect the operation of the Medical Examiner and its care, direct and indirect, of patients. The Medical Examiner's office will provide adequate clinical facilities for Students in accordance with the clinical objectives developed through cooperative planning by School faculty and Medical Examiner staff. The Medical Examiner shall permit Students to use the facilities and resources of the Medical Examiner's office when available, such as libraries, lounges, conference rooms, and audio-visual and other teaching equipment, consistent with the policies and procedures of the Medical Examiner's office.

Community Impact: N/A

Department Recommendation: The Medical Examiner's office recommends approval of this contract.

Project Implications: N/A

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

**CLINICAL TRAINING AFFILIATION AGREEMENT
BETWEEN
MOREHOUSE SCHOOL OF MEDICINE AND
FULTON COUNTY, GA**

This agreement (“Agreement”) is made as of _____ (“Effective Date”) between Morehouse School of Medicine, a Georgia non-profit institution, by and through its School of Medicine, with an office at 720 Westview Drive Atlanta, GA 30310 (“School”) and Fulton County, GA, a political subdivision of the State of Georgia on behalf of the Fulton County Medical Examiner, with an office at 430 Pryor St. Atlanta, GA 30312 (“Facility”).

- A. PURPOSE.** The purpose of this Agreement is to guide and direct the parties respecting their affiliation to provide clinical education experiences (“Education Experience”) at the Facility for students who are enrolled in the M.D. Degree program.
- B. TERM AND TERMINATION.** Unless sooner cancelled as provided below, the term of this Agreement will be five (5) years, commencing on the Effective Date. This Agreement may be renewed by mutual written consent of the parties. It also may be cancelled at any time by either party upon not less than thirty (30) days written notice, provided that all Students currently enrolled or participating in an Education Experience at Facility at the time of such notice of termination shall be given the opportunity to continue such participation and the parties shall continue to perform under the terms hereof with regard to the Students, until the sooner of each Student’s individual completion of the Education Experience or six (6) months from the date of the notice of termination.
- C. GENERAL UNDERSTANDING**

- 1) Education Experience. The Education Experience to be provided will be of such content and cover such periods of time as may be mutually agreed upon by School and Facility, from time to time. The starting and ending date for each Education Experience will be agreed upon before the program begins.
- 2) Student Participants. The number of Students designated for participation in an Education Experience will be determined by mutual agreement of School and Facility and may at any time be altered by mutual agreement. All Students must be acceptable to both parties, and either party may withdraw any Student from an Education Experience based upon perceived lack of competency on the part of the Student, the Student's failure to comply with the rules and policies of Facility, or for any other reason that causes either party to reasonably believe that it is not in the best interest of the party for the student to continue.
- 3) Non-Discrimination. To the extent applicable, both parties shall abide by the requirements of the United States Code of Federal Regulations - 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. In addition, the parties agree that, in fulfilling their respective obligations and duties under this Agreement, they shall not discriminate against any individual or group on the basis of race, religion, age, sex, national origin, citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status.

D. SCHOOL’S RESPONSIBILITIES

- 1) Faculty Liaison. School shall assign appropriate faculty representatives from each of School’s programs who shall be responsible for medical student teaching and shall assign a faculty member as liaison between School and Facility.
- 2) Student Selection; Responsibility of Academic Affairs. School shall use its best efforts to select Students for participation in the Education Experience who are prepared for effective participation in the clinical training phase of their education. Only Students who have satisfactorily completed the prerequisite didactic portion of

their curriculum will be selected for participation in the Education Experience. School will retain ultimate responsibility for academic affairs, the education and evaluation of Students, and the assurance of Student and faculty access to appropriate academic resources for Student education.

- 3) Student Compliance. School shall inform Students that they shall be required to comply with Facility's rules, regulations and procedures, and shall use its best efforts to keep Students informed as to the same and any changes therein of which School is made aware. Specifically, School shall keep each Student apprised of his or her responsibilities, including but not limited to the following:
 - a) To wear a name tag that clearly identifies him/her as a Student.
 - b) To report to Facility on time and to follow all rules and regulations of Facility.
 - c) To obtain the necessary and appropriate uniforms and supplies required where not provided by Facility.
 - d) To follow the administrative policies, standards and practices of Facility when in Facility.
 - e) To comply with federal and state laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and the federal regulations issued thereunder (collectively "HIPAA"), regarding the confidentiality of all medical, health, financial and social information (including mental health) pertaining to particular clients or patients.
 - f) To refrain from publishing any material related to the clinical education experience that identifies Facility or its patients or staff, directly or indirectly, or uses the name of Facility, without first obtaining written approval from Facility.
 - g) To comply with all federal, state and local laws regarding the use, possession, manufacture or distribution of alcohol and controlled substances.
 - h) To follow Centers for Disease Control and Prevention (C.D.C.) Universal Precautions for Bloodborne Pathogens, C.D.C. Guidelines for Tuberculosis Infection Control and Occupational Safety and Health Administration (O.S.H.A.) Respiratory Protection Standards.
- 4) Vaccinations
 - a) School shall require each Student to maintain proof of a current TB test, the results of which will be made available to Facility upon request. School shall advise each Student and faculty member that any expenses resulting from illness or injury occurring during his/her experience at Facility may be the responsibility of that individual and shall inform all Students and faculty of the need to maintain health insurance.
 - b) School shall require each Student to provide documentation of the fact that he or she has been appropriately vaccinated against influenza, measles, mumps and rubella (MMR); has satisfactorily proven immunity to these diseases, according to current CDC guidelines; or is unable, for bona fide medical reasons, to receive such vaccinations.
 - c) School shall require each Student to provide documentation of the fact that he or she: (1) has received the complete hepatitis B vaccination series; or (2) has begun the hepatitis B vaccine series and will complete the full series before the end of clinical training; or (3) has satisfactorily proven immunity to hepatitis B through antibody testing; or (4) is unable, for bona fide medical reasons to receive such vaccination.
- 5) Student Accommodations. School and Facility acknowledge that it is the sole responsibility of each Student to arrange for the Student's living accommodations while participating in the Education Experience at Facility.
- 6) School Insurance. School shall secure and maintain at all times during the term of this Agreement, at its sole expense, appropriate general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with insurance carriers or self-insurance programs covering itself. Should any of the insurance policies be written on a claims-made basis, insurance requirements shall survive the expiration of this Agreement and extended coverage shall be afforded for at least two (2) years after the expiration of this Agreement. School shall make reasonable business efforts to provide written notice to Facility of any material changes in the above-referenced insurance coverage. Facility

shall have a right to terminate this Agreement in the event of changes in School's insurance that are unacceptable.

Indemnification. School shall indemnify, defend and hold harmless Facility, its officers, directors, and employees (the "Indemnified Parties") against: (i) any and all liability arising out of School's failure to comply with the terms of this Agreement; and (ii) any and all costs and expenses, including reasonable legal fees and expenses, incurred by or on behalf of Indemnified Parties in connection with School's failure to so comply. Notwithstanding the foregoing, the Indemnified Parties reserve the right to choose their legal counsel to represent them for any purpose including investigation and/or litigation of any claim or potential claim made against them. This provision shall survive termination or expiration of this Agreement.

7)

E. FACILITY'S RESPONSIBILITIES

- 1) Facility Liaison. Facility will assign a staff representative as liaison between Facility and School.
- 2) Coordination and Supervision. Facility shall appoint a qualified Facility employee who will be responsible for coordinating and supervising the Education Experiences of the Students at Facility.
- 3) Patient Care. Facility will retain responsibility for the care of patients and will maintain sole administrative and professional supervision of Students insofar as their presence and Education Experiences affect the operation of Facility and its care, direct and indirect, of patients.
- 4) Use of Facilities. Facility will provide adequate clinical facilities for Students in accordance with the clinical objectives developed through cooperative planning by School faculty and Facility staff. Facility shall permit Students to use the facilities and resources of the Facility when available, such as libraries, lounges, conference rooms, and audio-visual and other teaching equipment, consistent with the policies and procedures of the Facility.
- 5) Evaluation. Facility staff will, upon request, assist School in the evaluation of the learning and performance of Students, provided the Student has signed a consent to the exchange of educational information in accordance with the Family Educational Rights and Privacy Act of 1974, as amended. Although School shall retain all required consents, Facility will have the right to rely on such consents and to obtain copies of such consents upon request. Any evaluation of Students by Facility will relate only to the general Student participation in the Education Experience and will in no way be construed as a certification by Facility as to the competence of any Student or a representation by Facility of any Student's ability or competence in connection with the practical implementation of any knowledge gained through the Education Experience.
- 6) Student Information. Facility acknowledges that the information provided by School, or others on behalf of School, that directly relates to any Student, including academic information, professional information (e.g., licenses obtained, suspension, revocation); training and/or certifications; health information; and the results of any criminal background check and/or drug testing/treatment information, hereinafter ("Student information") is protected by the Family Educational Rights and Privacy Act (FERPA). Facility agrees that it (1) will protect the confidentiality of Student information; (2) will not use Student information for any purpose other than to carry out the purposes of this Agreement; and (3) will not disclose Student information except to individuals within its organization who have a legitimate need to know Student information.
- 7) Orientation. As necessary for the purposes of the Education Experience, Facility will provide the orientation to the School faculty representative(s) and Students as to the Facility, philosophies, rules, regulations and policies of Facility.
- 8) Emergency Care. Facility agrees to comply with applicable state and federal workplace safety laws and regulations. Facility will provide emergency health care to Students who become ill or injured while at Facility. In the event a student is exposed to an infectious or environmental hazard or other occupational

injury (e.g., needle stick) while at Facility, upon notice of such incident from the student, Facility will provide such emergency care as required, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Facility does not have the resources to provide such emergency care, Facility will refer such Student to the nearest emergency facility. Facility agrees to promptly notify School of the student injury. Facility shall bear no financial responsibility for any charges generated from such event and the cost of treatment provided pursuant to this section will be the responsibility of the Student.

- 9) Protective Equipment and Safety. Facility will make available to Students and faculty (if present) for use within Facility, all personal protective equipment, including gloves, gowns, masks, and other supplies necessary to comply with Centers for Disease Control guidelines, as appropriate to the Student's training in the Education Experience. Facility will address appropriate security and personal safety measures for Students and faculty (if present) in all locations where instruction occurs.
- 10) Licensure. Facility shall maintain health facility licensure as required by applicable law and meet criteria for accreditation as established by the Joint Commission on Accreditation of Healthcare Organizations or other appropriate accrediting agency.
- 11) Facility Insurance. Facility shall secure and maintain at all times during the term of this Agreement, at its sole expense, appropriate general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with insurance carriers or self-insurance programs covering itself, its employees, and Students. Facility shall make reasonable business efforts to provide written notice to School of any material changes in the above-referenced insurance coverage. School shall have a right to terminate this Agreement in the event of changes in Facility's insurance that are unacceptable.

F. MUTUAL RESPONSIBILITIES; MISCELLANEOUS

- 1) Education Experience Environment. The parties shall work together to maintain an environment of quality clinical learning experiences and quality patient care. At the request of either party, a meeting or conference will be held between representatives of Facility and School to resolve any problems or develop any improvements in the operation of the Education Experience(s).
- 2) HIPAA. Before Students begin an Education Experience at Facility, School shall provide the Students with basic training regarding confidentiality of protected health information under the HIPAA, and Facility shall provide Students with specific training in Facility's HIPAA policies upon Student's arrival at Facility. For purposes of HIPAA, School and Facility acknowledge that School's faculty and Students are part of Facility's "work force", as defined in the HIPAA Privacy Regulations at 45 C.F.R. 160.103, and as such, no Business Associate agreement is required between School and Facility.
- 3) Excluded Provider. Each party represents and warrants to the other that it (i) is not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "federal health care programs"); (ii) is not convicted of a criminal offense related to the provision of health care items or services and has not been excluded, debarred or otherwise declared ineligible to participate in the federal health care programs; and, (iii) is not under investigation or otherwise aware of any circumstances that may result in it being excluded from participation in the federal health care programs. This shall be an ongoing representation and warranty during the term of the Agreement. Either party shall immediately notify the other of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give the other party the right to terminate the Agreement immediately for cause.

School shall indemnify, defend and hold harmless Facility, its officers, directors, and employees (the “Indemnified Parties”) against: (i) any and all liability arising out of School’s failure to comply with the terms of this Agreement; and (ii) any and all costs and expenses, including reasonable legal fees and expenses, incurred by or on behalf of Indemnified Parties in connection with School’s failure to so comply. Notwithstanding the foregoing, the Indemnified Parties reserve the right to choose their legal counsel to represent them for any purpose including investigation and/or litigation of any claim or potential claim made against them. This provision shall survive termination or expiration of this Agreement.

- 4) No Third-Party Beneficiary. This relationship is intended solely for the mutual benefit of the parties, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than School and Facility. Without limiting the generality of the foregoing, no rights are intended to be created for any Student, faculty member, or patient, or spouse, next of kin, employer or prospective employer of any Student, faculty member or patient.
- 5) Notices. Any notices or other communication required or allowed under this Agreement shall be in writing and will be deemed sufficiently given if personally delivered or sent by registered or certified mail, postage prepaid, addressed or delivered as follows:

If to School

Morehouse School of Medicine
720 Westview Drive
Atlanta, GA 30310

If to Facility

Fulton County Medical Examiner’s Office
430 Pryor Street
Atlanta, Georgia 30312

With a Copy to

County Manager’s Office
Fulton County
141 Pryor Street, SW
Atlanta, Georgia 30303

Any party may change its notice address by giving notice to the other party in conformance herewith. Any notice shall be deemed to have been given, if mailed, as of the date mailed, and, if personally delivered, as of the date delivered.

- 6) Amendments. This Agreement may be modified or amended only by mutual consent of the parties, provided any and all modifications or amendments shall be in writing and signed by authorized representatives of the parties.
- 7) Assignment. Neither party may assign this Agreement without the prior written approval of the other party. Any attempted assignment shall be void and of no effect if not in accordance with this provision.
- 8) No Waiver. No waiver of any term or provision of this Agreement shall be effective unless in writing and signed by the party to be charged. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision of this Agreement shall be construed to be a waiver of such breach.
- 9) Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.
- 10) Entire Agreement. This Agreement and all exhibits and attachments hereto constitutes the entire agreement of the parties with respect to the subject matter hereof.

- 11) Non-exclusivity. This Agreement is non-exclusive and does not affect either party's ability to enter into a similar agreement with other parties.
- 12) Governing Law. This Agreement, and any claim, action, suit, proceeding or dispute arising out of or in connection with this Agreement, shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Georgia, without regard to the conflicts of laws provision thereof. Any action or proceeding brought by either party to enforce its rights under this Agreement shall be brought exclusively in any state or superior court of competent jurisdiction located in the County of Fulton, State of Georgia, USA or in federal court in the Northern District of Georgia.
- 13) No Joint Venture or Partnership. At all times during the term of this Agreement, the relationship between Facility and School with respect to the subject matter hereof will be that of two independent entities contracting with each other at arms-length, and no joint venture, partnership or other joint enterprise will be deemed to result from this Agreement. School and Facility are and at all times shall remain independent and autonomous with respect to their obligations under this Agreement.
- 14) Delay or Non-Performance. Neither party shall be liable for any failure, inability or delay to perform hereunder, if such failure, inability or delay is due to any cause beyond the reasonable control of the party so failing and due diligence is used in curing such cause and in resuming performance.
- 15) Successors and Assigns. Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.
- 16) Authority. Each party represents and warrants that it has the full power and authority to enter into this Agreement, to consummate the transactions contemplated to be consummated hereby, and to perform the obligations hereunder. This Agreement has been duly executed and delivered and constitutes each party's valid and binding obligation, enforceable in accordance with its terms.
- 17) Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties have participated in the preparation hereof.
- 18) Counterparts. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

Signature Page to Agreement Concerning Affiliation for Clinical Education

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have affixed their signatures below.

Morehouse School of Medicine

By:

Name:

Title:

Date

For Fulton County

Attest:

Robert L. Pitts, Chairman
Board of Commissioners

Tonya R. Grier
Clerk to the Commission

(Seal)

Approved as to Content:

Approved as to Form:

Karen E. Sullivan, MD
Chief Medical Examiner

Office of the County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0429

Meeting Date: 6/26/2024

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

Presentation of Proclamations and Certificates.

Proclamation recognizing “Art In The Paint Appreciation Day.” **(Arrington/Hall)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0431

Meeting Date: 6/26/2024

Department

Finance

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

Request approval of a Resolution setting proposed 2024 Millage Rates for the General Fund at 8.87 mills in accordance with O.C.G.A. § 48-5-32.1(A)(9); authorizing advertisement of the proposed General Fund millage rate of 8.87 mills along with the five-year millage rate history and advertisement of the dates for the required public hearings; authorizing the Chairman of the Board of Commissioners to sign the Pending Appeals - For Properties Other Than Public Utilities for Tax Year 2024 to allow the Digest to be submitted to the State Department of Revenue; and Authorizing the County Attorney to petition the Superior Court of Fulton County for an order authorizing the immediate and temporary collection of 2024 taxes pursuant to O.C.G.A. § 48-5-310, if it becomes necessary.

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

O.C.G.A § 36-81-5; O.C.G.A. § 48-5-32; O.C.G.A. § 48-5-32-1 and O.C.G.A § 48-5-310

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: Finance Department recommends approval of the Resolution to begin the 2024 property tax billing process:

- (1) Authorizing advertisement of the 2024 proposed millage rate for the General fund at 8.87 mills, with the final adopted rate to be determined later by the Board of Commissioners.
- (2) Authorizing the Director of Finance to advertise the five-year millage rate history (General fund only), including required notice of the date for the required public hearing. Also approves additional public hearing dates, which may be necessary for adoption of a millage rate in excess of the calculated rollback rate. We recommend the public hearings(s) be held in Assembly Hall and via the Fulton County website at www.fultoncountyga.gov <<http://www.fultoncountyga.gov>>, or can be accessed via Zoom (web address later determined).
- (3) Authorizing the Chairman of the Board of Commissioners to sign the Pending Appeals-For Properties Other Than Public Utilities for Tax Year 2024 form to allow the Digest to be submitted to the State of Georgia Department of Revenue.
- (4) Authorizing the petitioning of Superior Court of Fulton County for an order authorizing the immediate and temporary collection of 2024 taxes pursuant to O.C.G.A. § 48-5-310, if it becomes necessary. This action will allow the Finance director to advertise the 5-year millage rate history based on estimates received from the Tax Commissioner. The Board will approve a final adopted millage rate, following the required public hearing(s).

Should a higher than rollback rate be anticipated, this would require scheduling two additional public hearings prior to approval. This also authorizes, if necessary, the approval to obtain a temporary collection order for collecting 2024 taxes should tax appeals exceed the thresholds for parcel count and value in appeal or could not be approved by the Revenue Commissioner, or other instances where the Digest may not be approved or enforceable or collectable.

A presentation of the FY2024 Tax Digest values is attached and will be discussed by the Chief Appraiser as part of this agenda item.

INTER-OFFICE MEMORANDUM



TO: Board of Commissioners

THROUGH: Dick Anderson, County Manager
Sharon Whitmore, Chief Financial Officer *SW*

FROM: Hakeem Oshikoya, Finance Director *HKO*

DATE: June 20, 2024

SUBJECT: 2024 Millage Rate Recommendation and Authorization for Required Advertisements Resolution

The attached resolution reflects the proposed millage rate that the County Manager is recommending for the General Fund in 2024 to be considered by the Board of Commissioners (BOC) at the meeting on June 26, 2024. Approval of the resolution will provide authorization for advertisement of the maximum millage rate that could be levied for 2024; State required public hearing dates; along with five-year millage rate history.

The General Fund millage rate being requested for advertisement is the same as our current 8.87 mills, which is higher than the rollback rate of 8.55 mills or 3.74%. As shown in the attached schedule, the rollback rate generates \$38 million less than the amount of \$688 million of current year property tax revenue anticipated in the FY2024 budget to ensure a balanced budget. The recommended rate of 8.87 mills generates \$12 million less than the amount anticipated in the budget at 96% collection rate. The reason for the shortfall is because the tax digest increased by 6.35% over last year's gross digest, which is less than 7% digest growth post exemptions, used to prepare the FY2024 budget. The recommended rate becomes the base for FY2025 property tax revenue budget, which means that the new budget will be prepared with reduced property tax revenue adjusted for new growth. Furthermore, at the recommended rate, we'll need to do the following:

Impact on 2024:

- Tighten our belt and institute spending control measures including elimination of use of salary savings for the remainder of FY2024
- Eliminate requests for departmental reallocation of funds as part of midyear budget review process in FY2024
- Consider using any savings from current year's elections budget (if any) to cover projected shortfall in the cost of impact from the cyberattack incident

Impact on 2025:

- Consider increasing premium to the Risk Management Fund in FY2025, which has remained the same in the last few years and replenish funds after cyber attack
- Freeze new spending in FY2025 and review nonrecurring items in the FY2024 budget to determine which of them are critical to the operations of the County and unavoidable.

State statute requires the recommended millage rate of 8.87 mills to be advertised as a tax increase together with three public hearings because it is higher than the rollback rate of 8.55 mills. For this reason, we are recommending for the BOC to consider holding two public hearings on July 10. One of the hearings is recommended to be part of the regular meeting at 10 am, and the second hearing could be a special called meeting at 6 pm. The third hearing is proposed for 10 am on August 7, as part of the BOC first meeting of the month.

Also attached is a presentation of Digest values for FY 2024 from the Tax Assessor, who will discuss as part of this agenda item.

Please review the materials and advise if you have any questions.

cc: Soo Jo, County Attorney
Pamela Roshell, COO Health & Human Services & Public Works
Roderick Conley, Chief Appraiser
Ray Turner, Deputy Finance Director
Sabrinna McTier, Budget Manager
Tonya Grier, Clerk to the Commission

1 RESOLUTION SETTING PROPOSED 2024 MILLAGE RATES FOR THE
2 GENERAL FUND AT 8.87 MILLS IN ACCORDANCE WITH O.C.G.A. § 48-5-
3 32.1(A)(9); AUTHORIZING ADVERTISEMENT OF THE PROPOSED
4 GENERAL FUND MILLAGE RATE OF 8.87 MILLS ALONG WITH THE FIVE-
5 YEAR MILLAGE RATE HISTORY AND ADVERTISEMENT OF THE DATES
6 FOR THE REQUIRED PUBLIC HEARINGS; AUTHORIZING THE CHAIRMAN
7 OF THE BOARD OF COMMISSIONERS TO SIGN THE PENDING APPEALS -
8 FOR PROPERTIES OTHER THAN PUBLIC UTILITIES FOR THE TAX YEAR
9 2024 TO ALLOW THE DIGEST TO BE SUBMITTED TO THE STATE
10 DEPARTMENT OF REVENUE; AND AUTHORIZING THE COUNTY
11 ATTORNEY TO PETITION THE SUPERIOR COURT OF FULTON COUNTY
12 FOR AN ORDER AUTHORIZING THE IMMEDIATE AND TEMPORARY
13 COLLECTION OF 2024 TAXES PURSUANT TO O.C.G.A. § 48-5-310, IF IT
14 BECOMES NECESSARY.
15

16 **WHEREAS**, the Board of Commissioners of Fulton County, Georgia
17 (“Board of Commissioners”) has determined that it is in the best interest of the
18 citizens of Fulton County to have the 2024 millage rate set at the proper time,
19 utilizing the methods prescribed by law; and

20 **WHEREAS**, the County Manager has recommended that the proposed
21 millage rate should be set at 8.87 mills.

22 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners
23 that the 2024 proposed millage rate for the General Fund, shall be set at the rate
24 of 8.87 mills to be approved at a future date, as defined by O.C.G.A. § 48-5-
25 32.1(a)(9).

26 **BE IT FURTHER RESOLVED** that the Board of Commissioners hereby
27 approves the advertisement of the proposed general fund millage rate of 8.87
28 mills, the five-year millage rate history, and the advertisement of the required
29 public hearing, pursuant to O.C.G.A. §§ 48-5-32(b) and 48-5-32.1(c).

30 **BE IT FURTHER RESOLVED** that the Board of Commissioners
31 authorizes the Chairman to sign the "Pending Appeals - for Properties Other

1 Than Public Utilities for Tax Year 2024" certification form, as required by
2 O.C.G.A. § 48-5-304.

3 **BE IT FURTHER RESOLVED** that pursuant to O.C.G.A. § 48-5-310 the
4 County Attorney has authorization to petition the Superior Court of Fulton County
5 for an order authorizing the immediate and temporary collection of 2024 taxes, if
6 it becomes necessary.

7 **BE IT FURTHER RESOLVED** that pursuant to O.C.G.A. § 48-5-32 the
8 actual millage rate will be approved at a later date, after required public hearings.

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

12 **SO PASSED AND ADOPTED**, this _____ day of _____, 2024

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FULTON COUNTY BOARD OF COMMISSIONERS

Robert L. Pitts, Chairman

ATTEST:

APPROVED AS TO FORM:

Tonya Grier
Clerk to the Commission

Soo Jo
County Attorney

Notice of Current Tax Digest and Five-Year History of Levy

NOTICE								
The Fulton County Board of Commissioners does hereby announce that the 2024 General Fund millage rate will be set at a meeting to be held at the								
Fulton County Assembly Hall, located at 141 Pryor Street, Atlanta, GA 30303 on August 7, 2024 at 10 a.m. and pursuant to the requirements of O.C.G.A. 48-5-32								
does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.								
CURRENT 2024 PROPERTY TAX DIGEST AND 5 YEAR HISTORY OF LEVY								
C O U N T Y W I D E A S S E S S M E N T	COUNTY WIDE- GENERAL FUND		2019	2020	2021	2022	2023	2024
	V A L U E	Real & Personal		77,777,514,783	80,971,165,197	86,988,945,872	95,347,175,152	109,474,322,150
	Motor Vehicles		377,652,450	289,613,290	215,852,600	182,153,980	168,708,160	146,050,350
	Mobile Homes		1,096,274	1,292,453	1,319,747	1,202,552	1,200,912	1,362,877
	Timber - 100%		9,600	84,743	-	201,823	-	-
	Heavy Duty Equipment		913,415	5,121,690	-	2,493,452	630,163	115,184
	Gross Digest		78,157,186,522	81,267,277,373	87,206,118,219	95,533,226,959	109,644,861,385	116,612,663,028
	Less Exemptions		13,334,327,620	13,481,570,304	14,976,001,606	17,803,111,768	22,940,912,635	24,267,606,275
	NET DIGEST VALUE		64,822,858,902	67,785,707,069	72,230,116,613	77,730,115,191	86,703,948,750	92,345,056,753
	Forest Land Assistance Grant Value		-	-	-	-	-	-
	ADJUSTED NET DIGEST VALUE		64,822,858,902	67,785,707,069	72,230,116,613	77,730,115,191	86,913,662,022	92,345,056,753
	R A T E	Gross Maintenance & Operation Millage	10.107	9.990	9.508	9.062	9.072	9.059
		Less Rollback (Local Option Sales Tax)	0.208	0.214	0.178	0.192	0.202	0.188572465
		Net M&O Millage Rate	9.899	9.776	9.330	8.870	8.870	8.8700
	TAX	Total M&O Taxes Levied	641,681,480	662,673,072	673,914,625	689,433,093	770,924,182	819,100,653
		Net Tax \$ Increase/(Decrease)	30,408,678	20,991,592	11,241,553	15,518,468	81,491,089	48,176,471
		Net Tax % Increase/ (Decrease)	0	3.27%	1.70%	2.30%	11.82%	6.25%

PUBLIC HEARING

The Board of Commissioners of Fulton County, Georgia hereby announce that three public hearings will be held to discuss the 2024 millage rates for the General Fund, Bond Fund, and Fulton Industrial Tax District at the regular meeting of the Board of Commissioners on July 10, 2024 at 10:00 a.m.; again on July 10, 2024 at 6 p.m, and on August 7, 2024 at 10:00 a.m. in the Assembly Hall, located at 141 Pryor Street SW, Atlanta, Ga 30303 and via video conferencing accessible via the Fulton County website at www.fultoncountyga.gov, or accessible via Zoom at the following web addresses:

July 10, 2024 10 a.m. meeting https://zoom.us/webinar/register/WN_CgXtl_Kjs1O_0vVs9lub3g

July 10, 2024 6 p.m. meeting <https://zoom.us/j/92776019608?pwd=mbbXsTN3bDIH9dpNrQDS04DfMlfGeP.1>

August 7, 2024 10 a.m. meeting <https://zoom.us/j/96836327417?pwd=cVd5MG1ONEVsL2FjYXJBZEhUSUJvZz09>

The 2024 millage rates will be set at the August 7, 2024 recess meeting of the Board of Commissioners in Assembly Hall at 10 a.m.

2024 Tax Digest Analysis and Calculation of Recommended Millage Rate

Revenue Assumptions in FY2024 Adopted Budget

7% billable growth rate in the digest from new growth or reassessment
 96% collection rate
 Millage set at the rate to generate sufficient revenue to balance the budget
 Recommended Millage Rate of 8.87 Mills

Recommended Millage Rate Assumptions and Information

Gross digest growth is 6.35% over last year's value

TAD billings estimated increase of \$8.8 million, an increase of 16.8% over last year's billings based on TAD growth

Appeal values estimated at 2023 value of \$35.6 million adjusted for growth in the digest

<u>Descriptions</u>	2024 Statutory Rollback Analysis	2024 Analysis Maintaining Millage at Recommended Rate
Millage Rate	8.55	8.87
Change of rate to the rollback	0%	3.74%
Projected revenue generated at 96% collection rate	649,952,000	675,639,410
Difference to the amount (\$687.9M) needed to balance budget at 96%	(38,040,175)	(12,352,765)
Percentage of difference to balanced budget amount	(5.52%)	(1.80%)
1 percent change in collection rate equals:	6,770,333	7,031,781
At 96% collection rate, each mill equals:	76,017,778	76,171,298

REQUIRED ACTIONS TO BALANCE THE BUDGET AT THE RATE OF 8.87 MILLS

- Institute spending control measures for the remainder of FY2024
- Eliminate requests for departmental reallocation of funds as part of FY2024 midyear budget review process
- Consider using any savings from current year's elections budget to cover projected shortfall from the cyberattack incident
- Consider increasing FY2025 premiums to the Risk Management Fund
- Freeze new spending in FY2025 and review nonrecurring items in the FY2024 budget to determine which of them are critical to the operations of the County and unavoidable

FULTON COUNTY BOARD OF ASSESSORS



2024 Digest Summary

OVERALL DIGEST SUMMARY

FULTON COUNTY

2023	TOTAL VALUE FOR 2023	2024	TOTAL VALUE FOR 2024	VALUE DIFFERENCE	% CHANGE
Gross Digest Total	\$274,112,153,463	Gross Digest Total	\$291,531,657,570	\$17,419,504,107	6%



RESIDENTIAL DIGEST SUMMARY

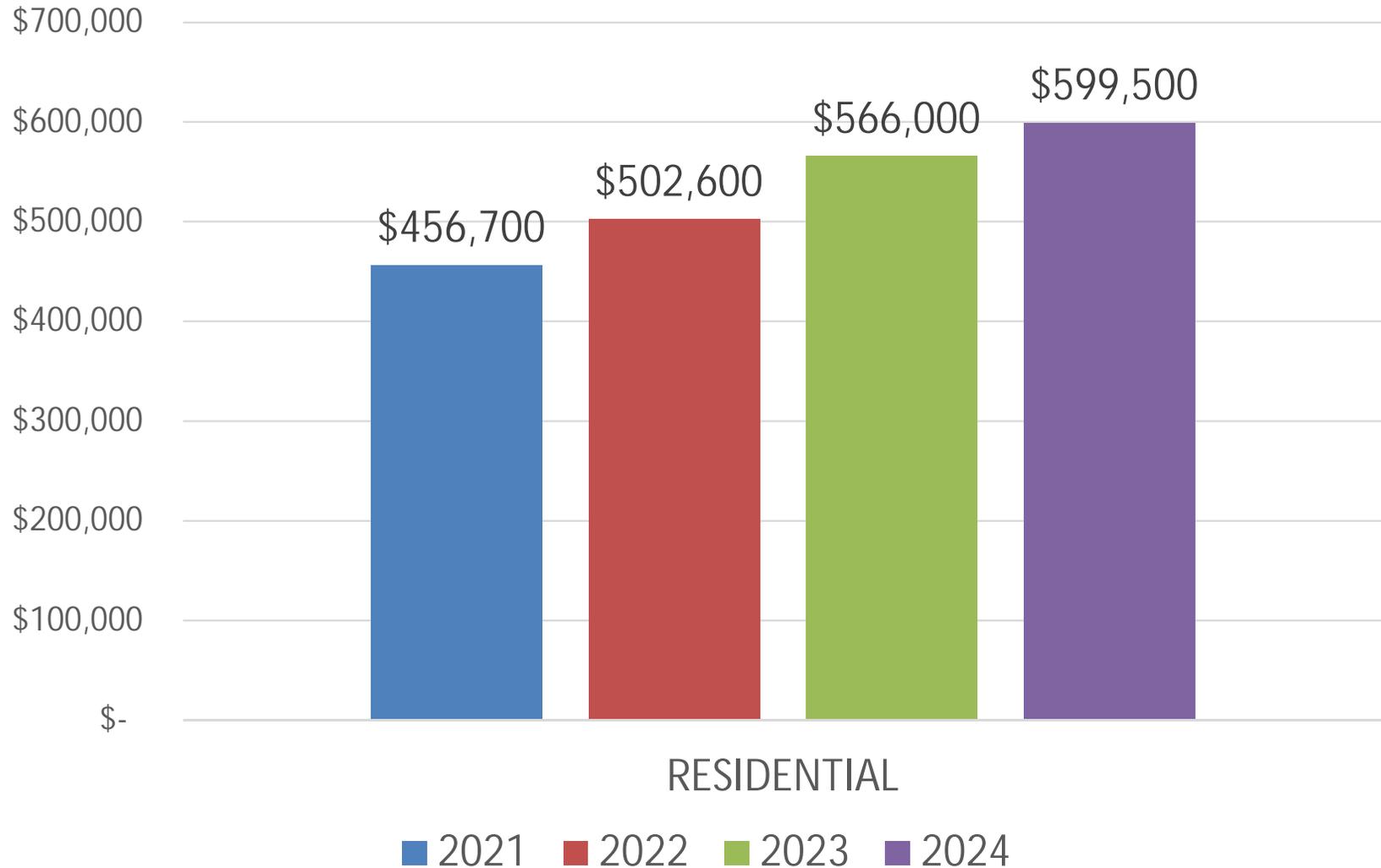
FULTON COUNTY

2023	TOTAL VALUE FOR 2023	2024	TOTAL VALUE FOR 2024	VALUE DIFFERENCE	% CHANGE
Gross Digest Total	\$157,849,562,900	Gross Digest Total	\$169,775,966,975	\$11,926,404,075	7%



RESIDENTIAL SALES PRICES BY YEAR

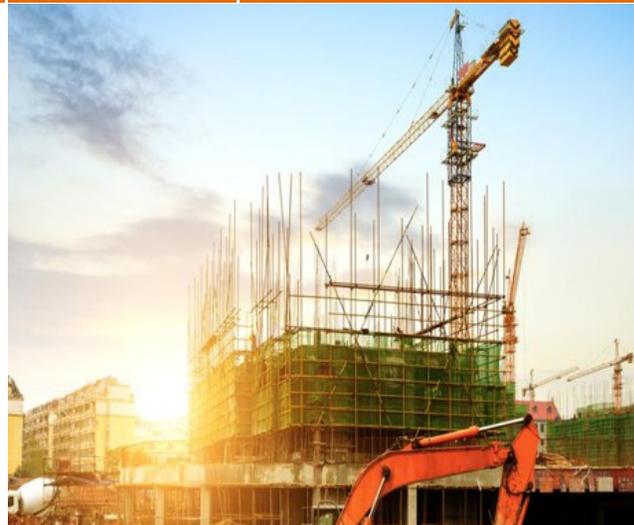
Average Residential Sales Price by Year



COMMERCIAL/INDUSTRIAL DIGEST SUMMARY

FULTON COUNTY

2023	TOTAL VALUE FOR 2023	2024	TOTAL VALUE FOR 2024	VALUE DIFFERENCE	% CHANGE
Gross Digest Total	\$84,905,228,500	Gross Digest Total	\$89,177,856,800	\$4,272,628,300	5%



YEAR BY YEAR COMPARISON

CATEGORY	2023	2024	DIFFERENCE
New Parcels Created	2,080	2,439	359
Residential Transfers	40,118	33,731	-6,387
Residential Valid Sales	19,158	13,750	-5,408
Commercial Transfers	4,114	5,246	1,132
Commercial Valid Sales	456	269	-187
Homestead Filings	21,988	21,197	-791

COMPLIANCE ON RATIOS

All Ratios meet the State of Georgia Standards and Requirements

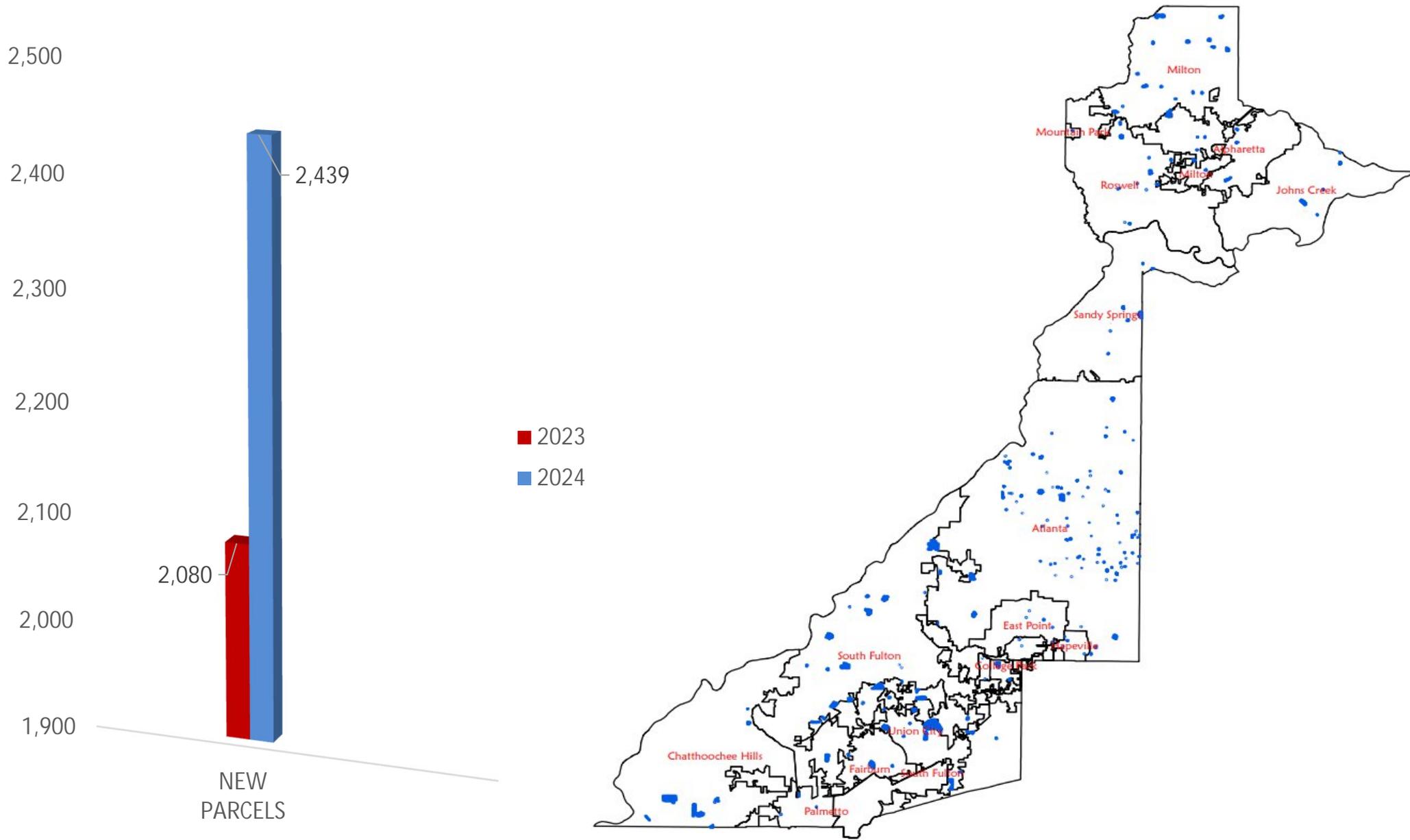
Category	Qualified Sales	Medial Ratio	Coefficient of Dispersion (COD)	Price Related Differential (PRD)
Residential	13,750	.98	.05	1.0091
Commercial	264	.99	.01	.999
Industrial	5	.98	.01	.99



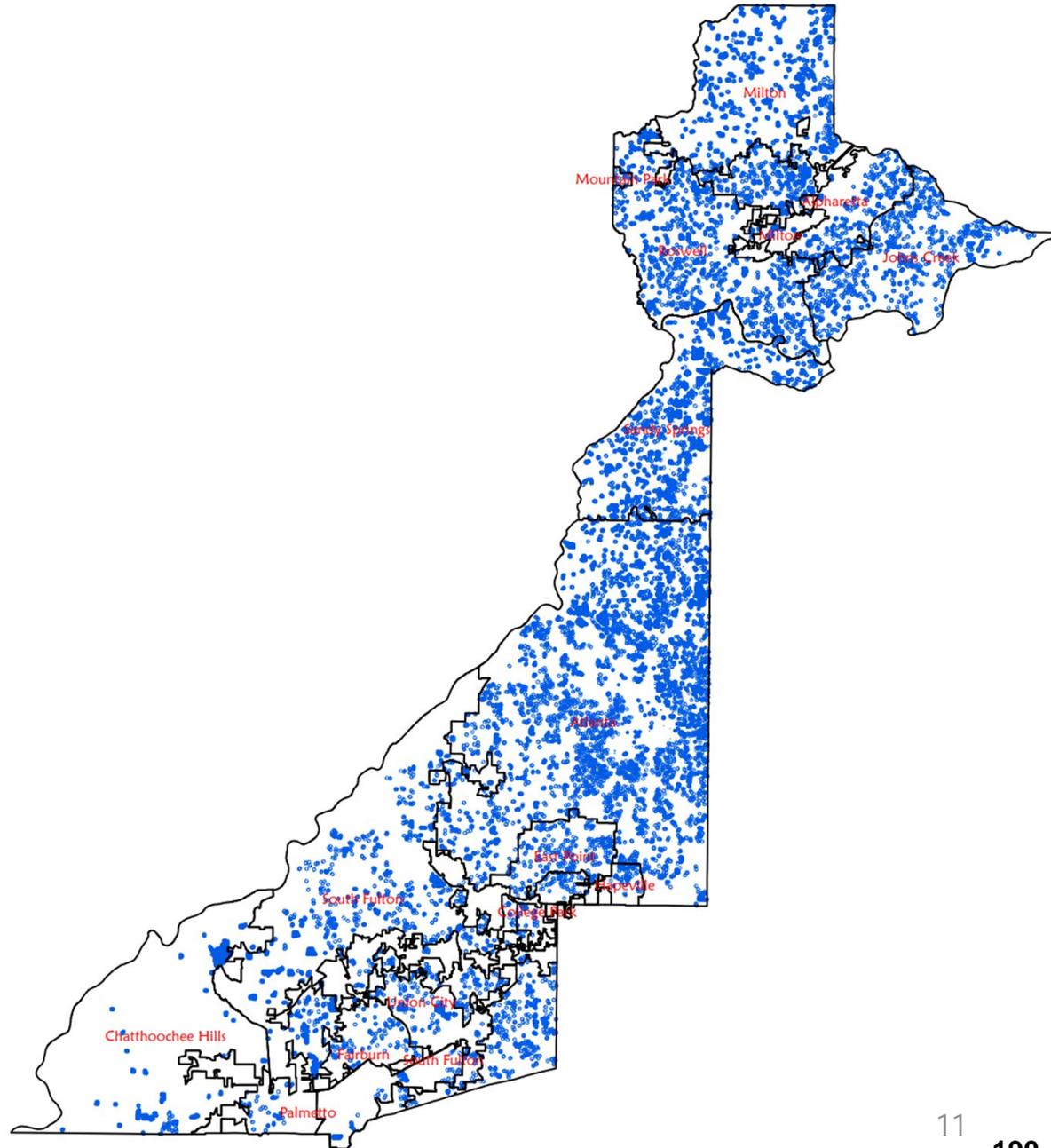
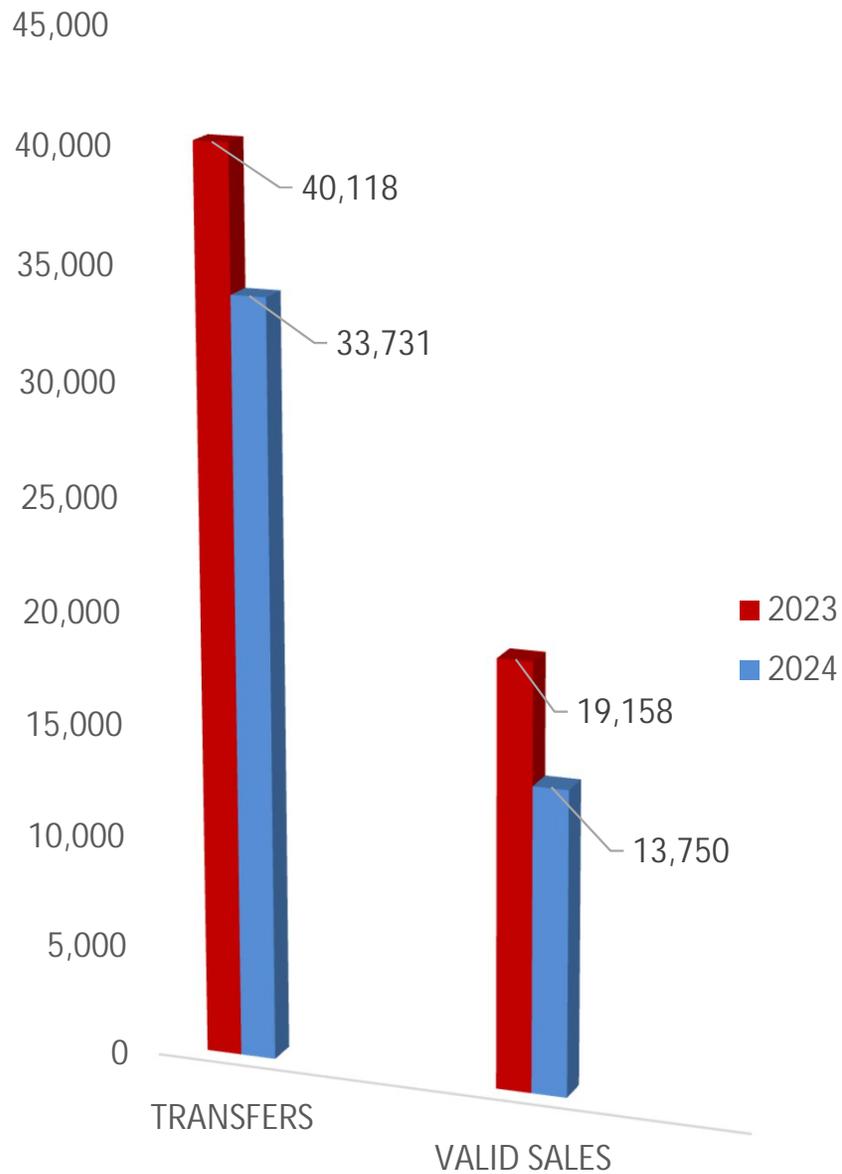
QUESTIONS

APPENDIX

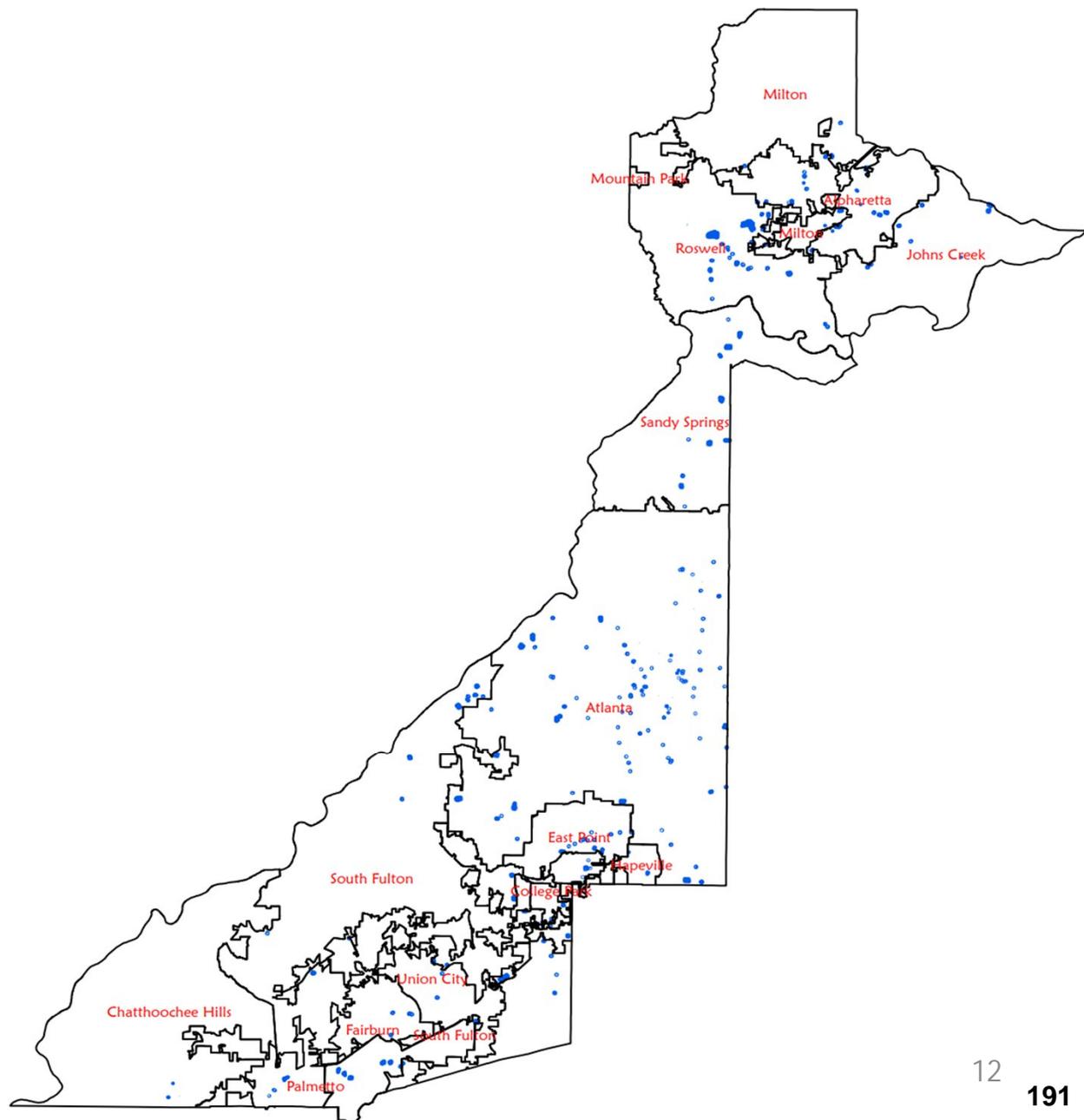
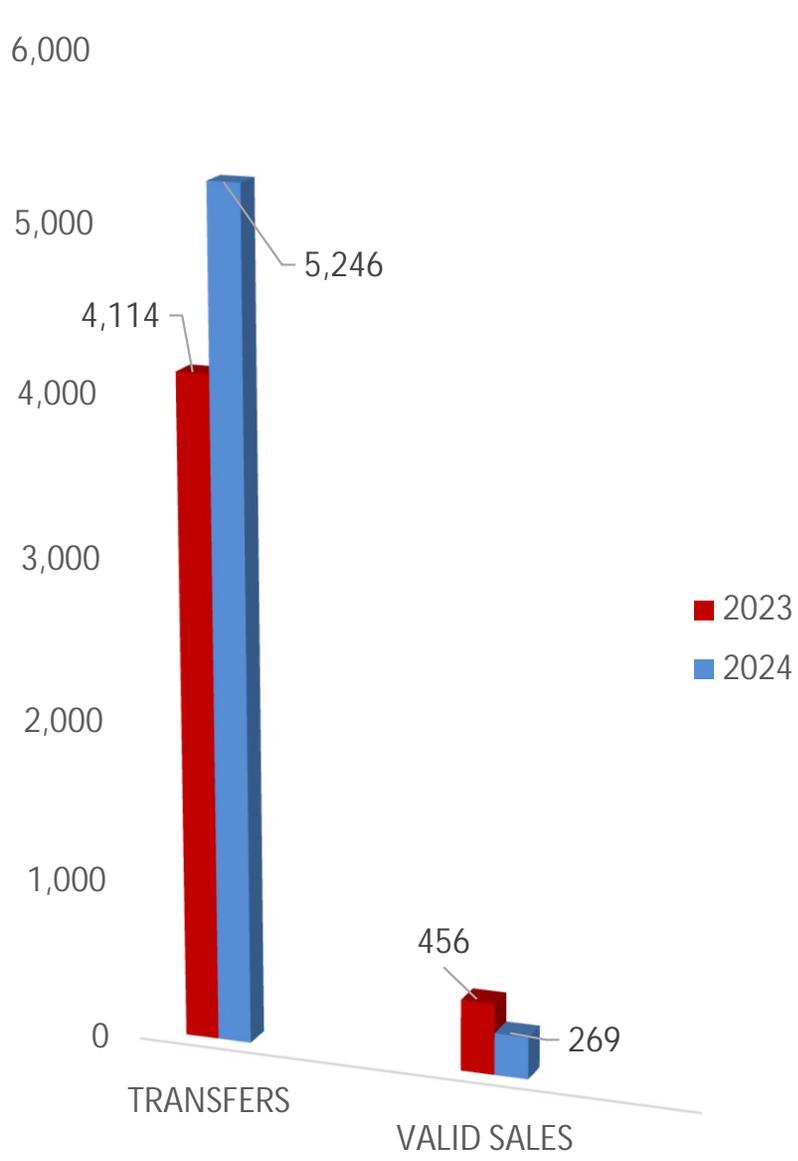
NEW PARCEL CREATION



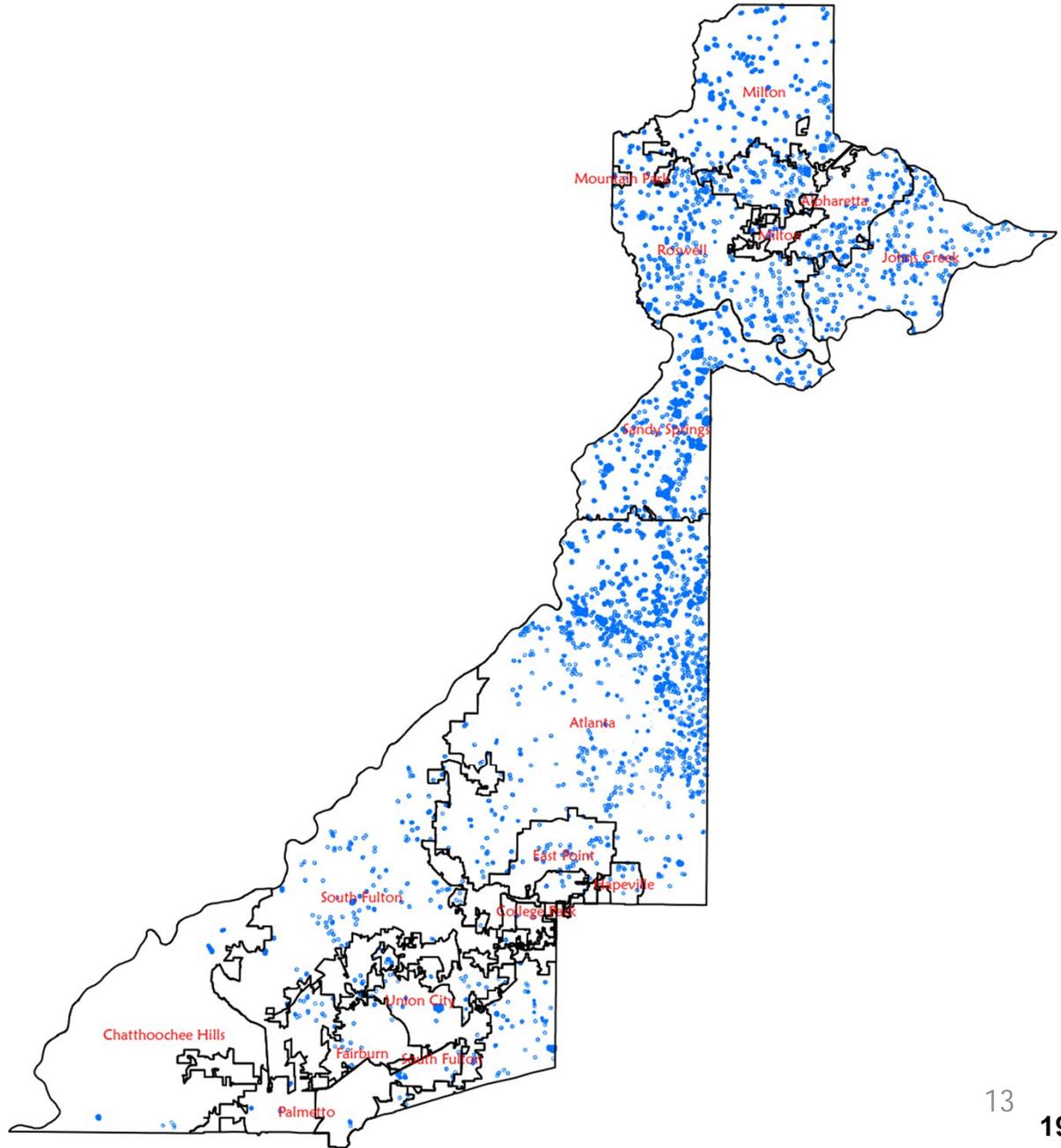
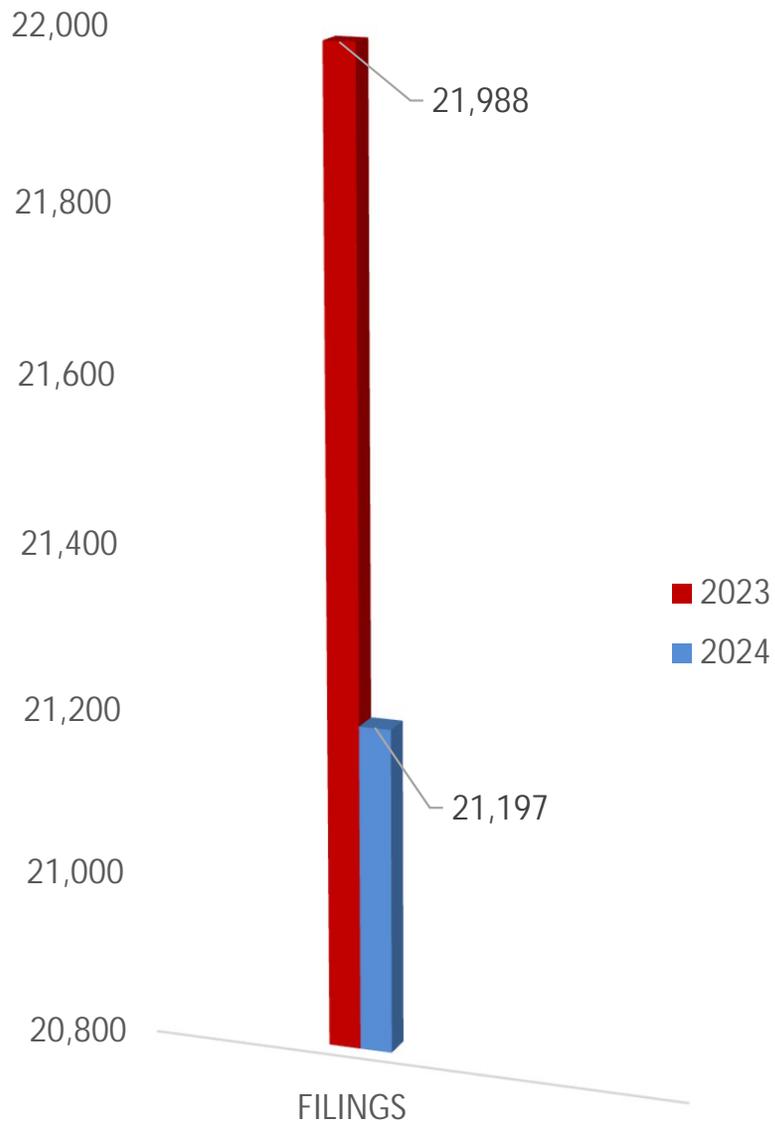
RESIDENTIAL TRANSFERS



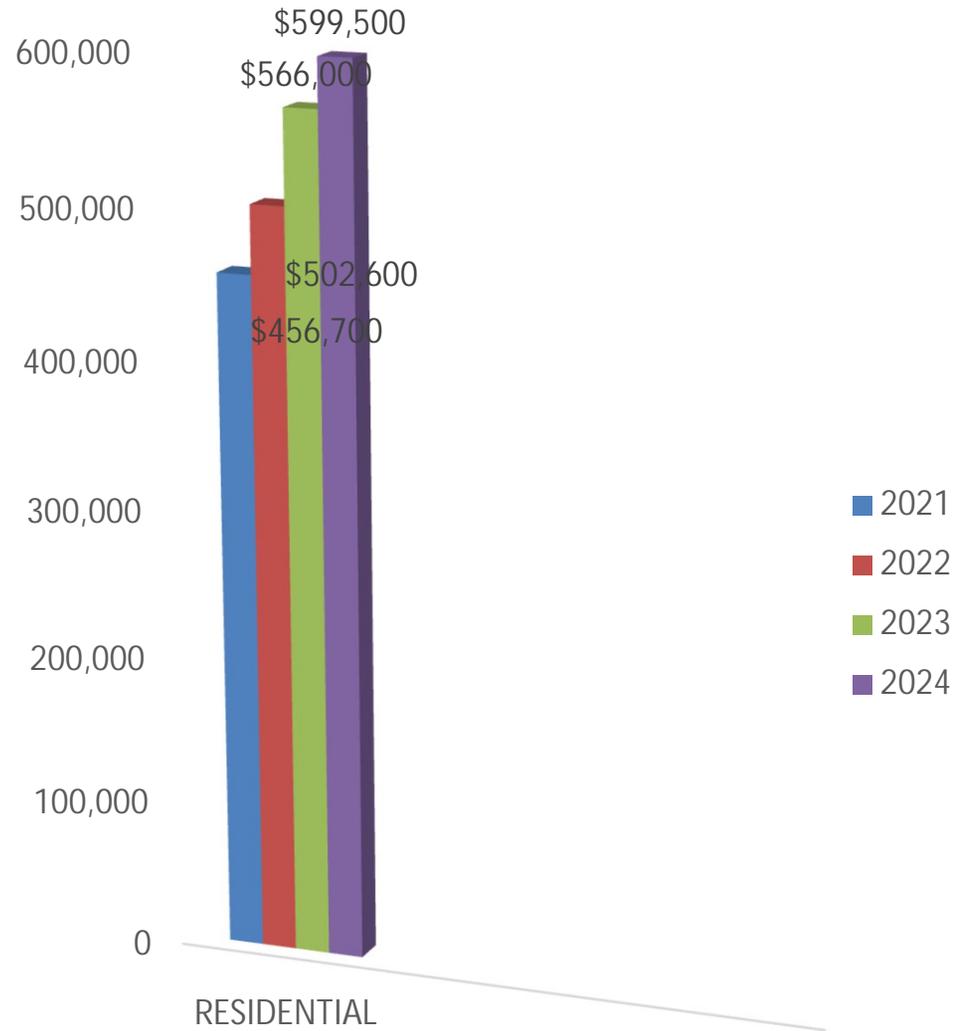
COMMERCIAL/INDUSTRIAL TRANSFERS



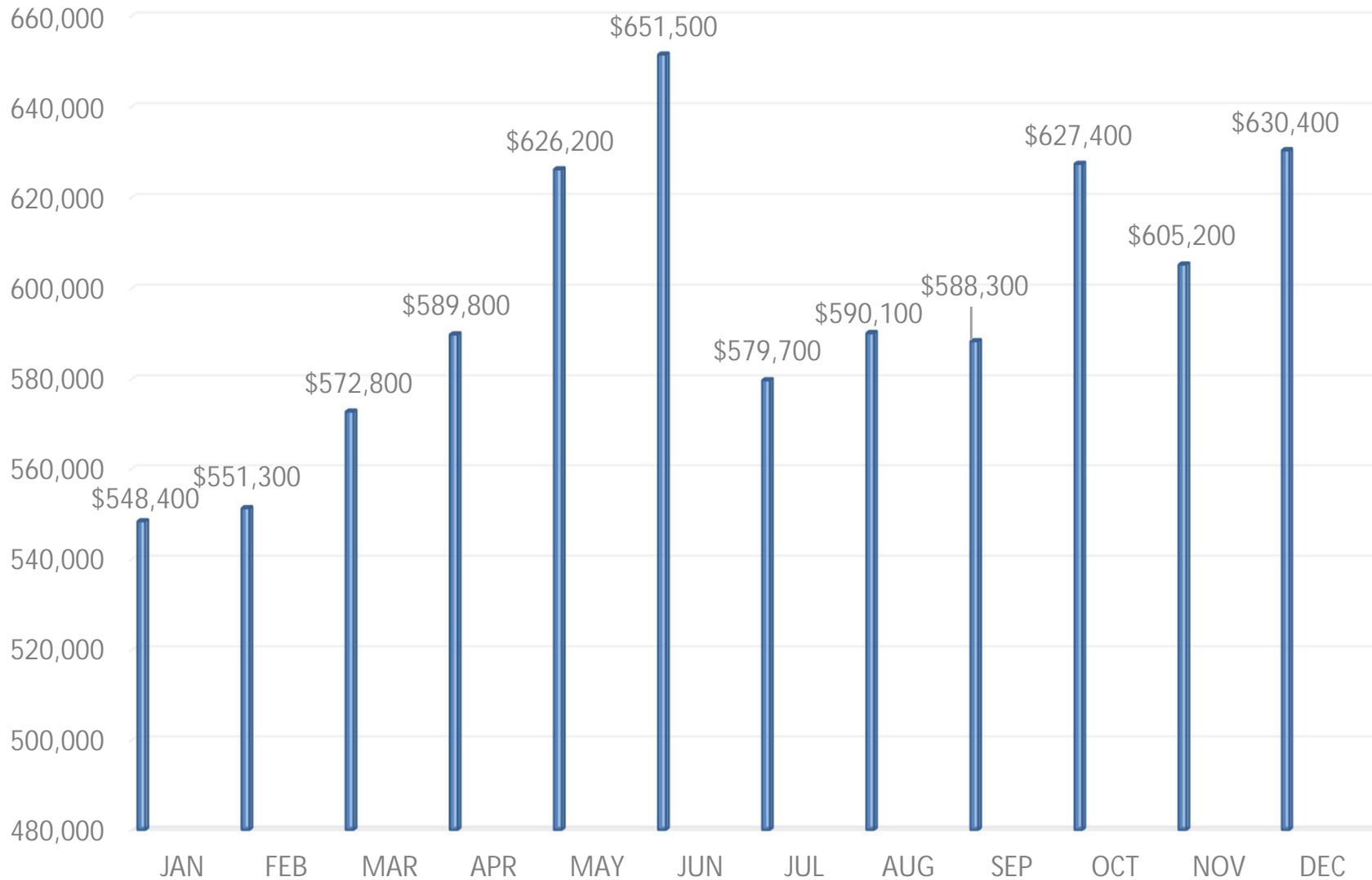
HOMESTEAD FILINGS



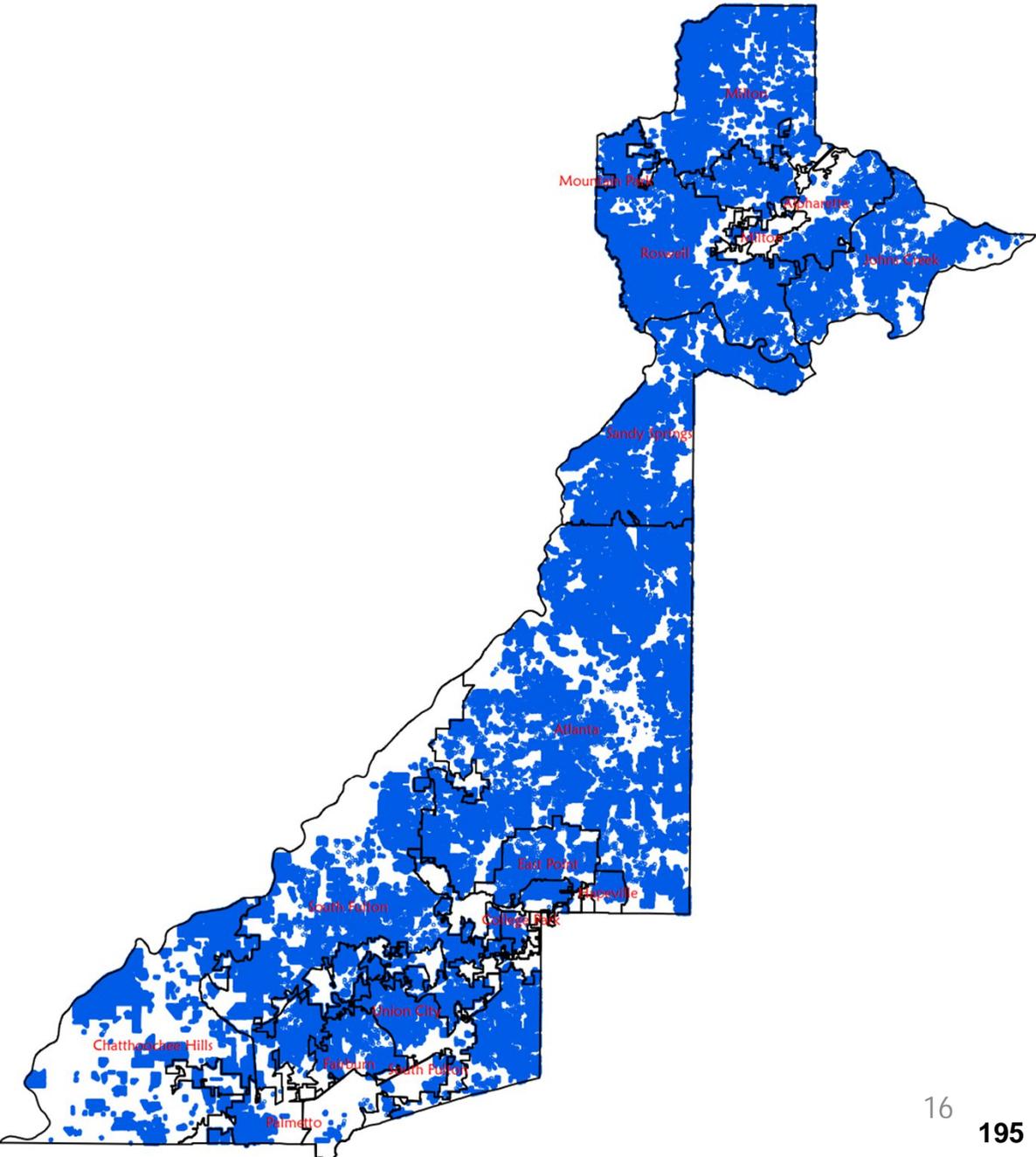
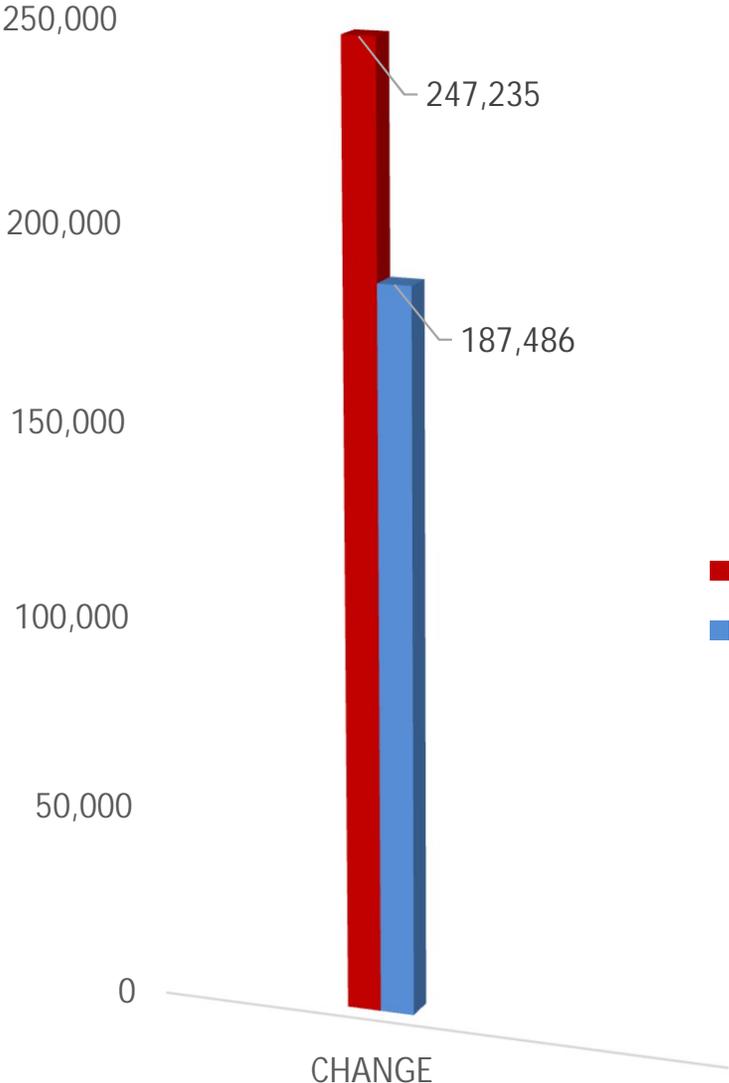
AVERAGE SALES BY YEAR



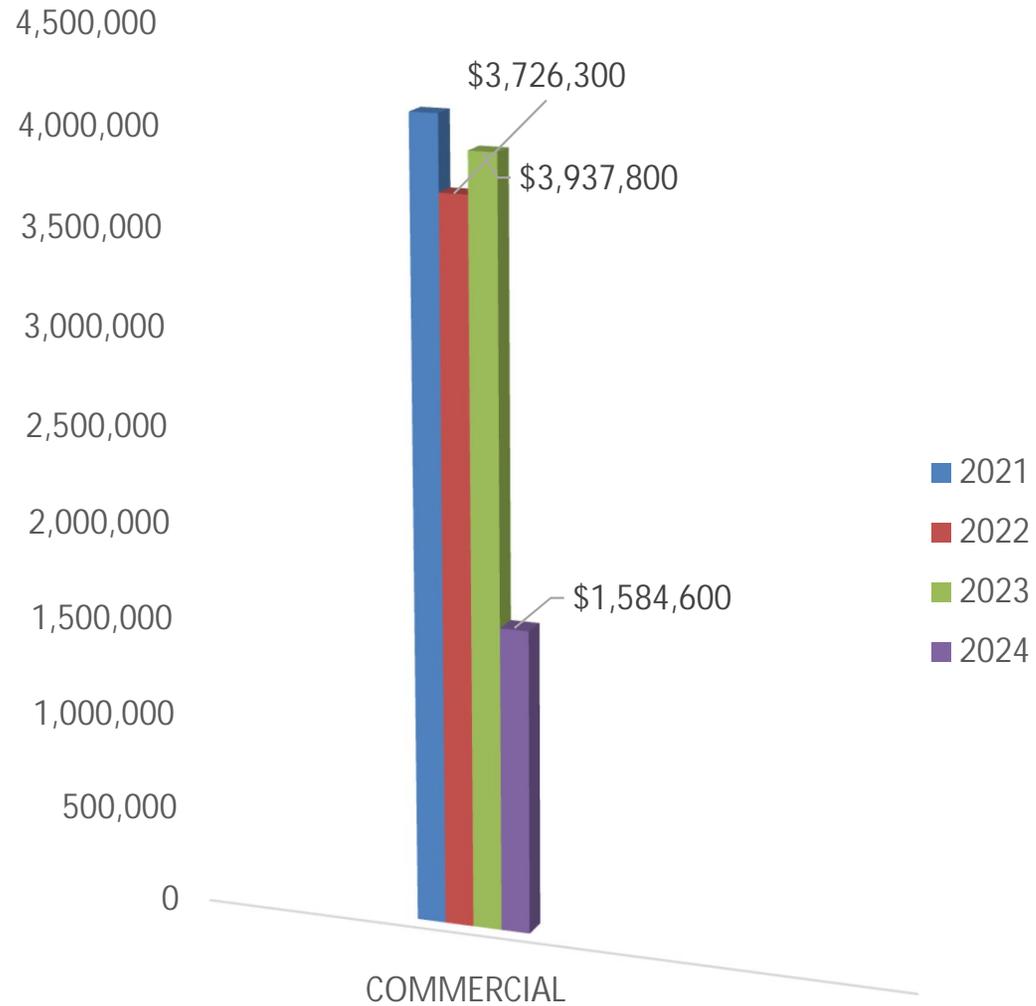
RESIDENTIAL AVERAGE SALES BY MONTH



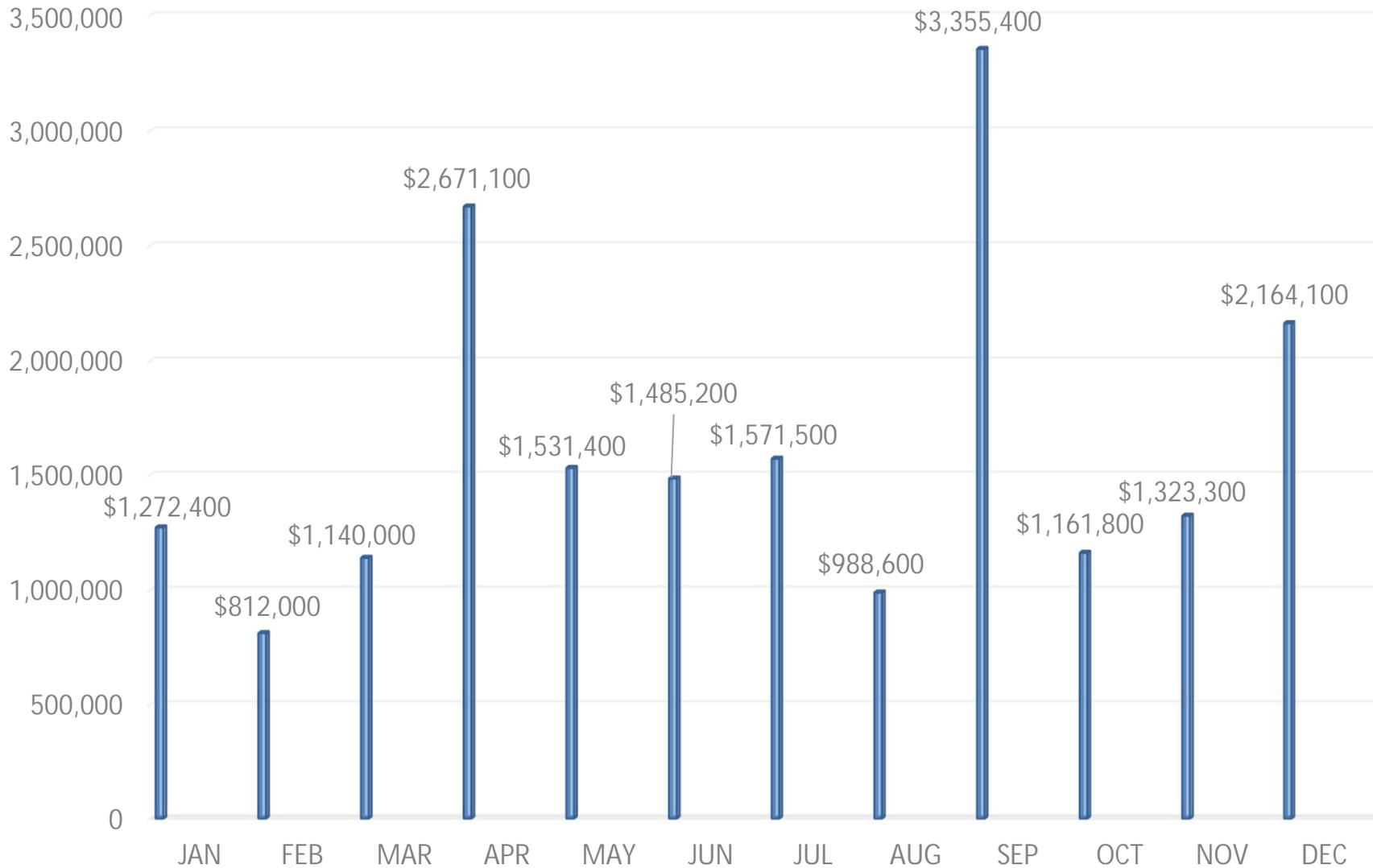
RESIDENTIAL MARKET ADJUSTMENTS



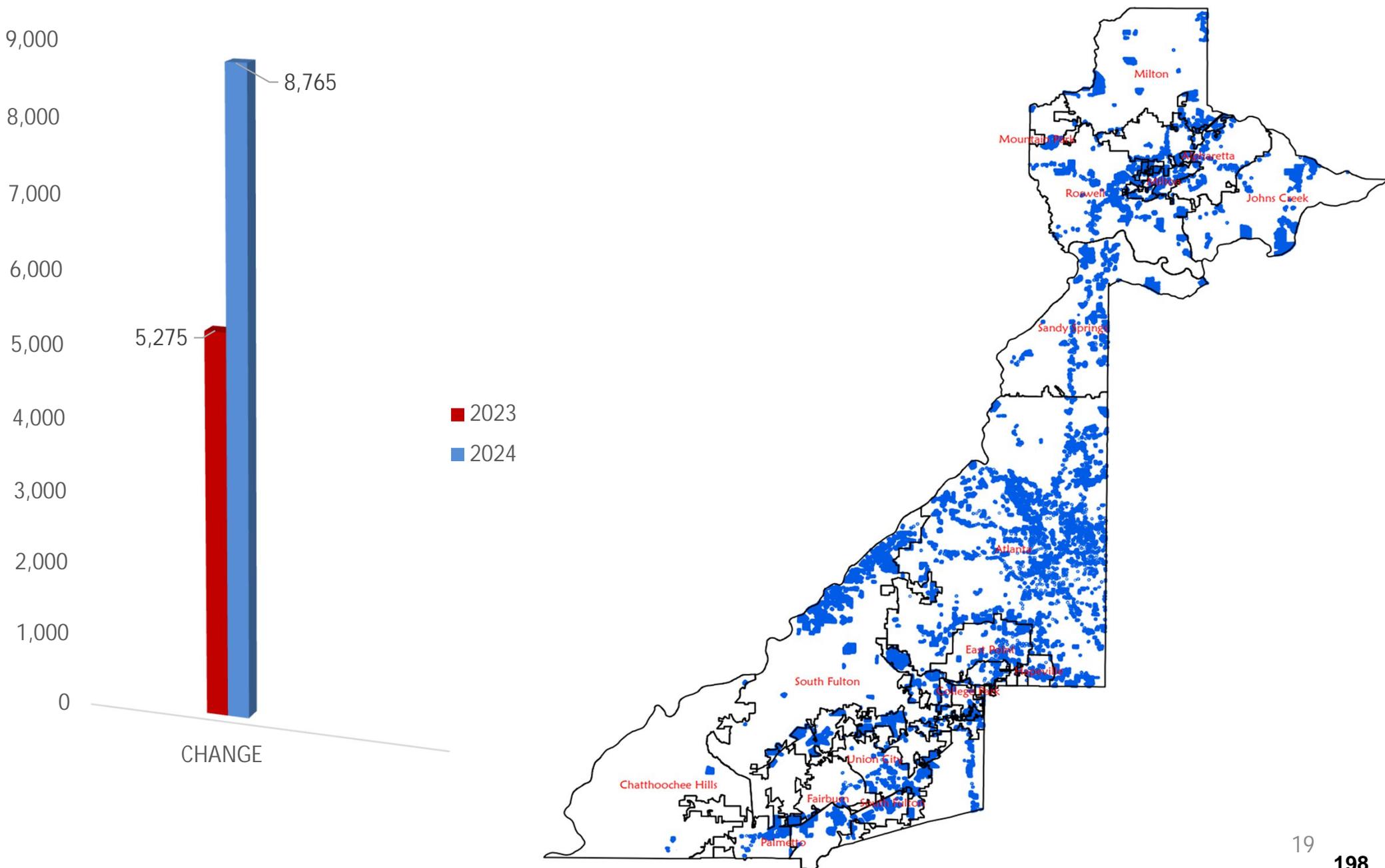
AVERAGE SALES BY YEAR



COMMERCIAL AVERAGE SALES BY MONTH



COMMERCIAL/INDUSTRIAL MARKET ADJUSTMENTS



SALES RATIO COMPLIANCE

MEDIAN RATIO	.90-1.10
COEFFICIENT OF DISPERSION (COD)	
RESIDENTIAL	.15
COMMERCIAL/INDUSTRIAL	.20
PRICE RELATED DIFFERENTIAL (PRD)	.95-1.10



SALES RATIO COMPLIANCE

FINAL RATIO

RESIDENTIAL

QUALIFIED SALES	13,750
MEDIAN RATIO	.98
COEFFICIENT OF DISPERSION (COD)	.05
PRICE RELATED DIFFERENTIAL (PRD)	1.0091

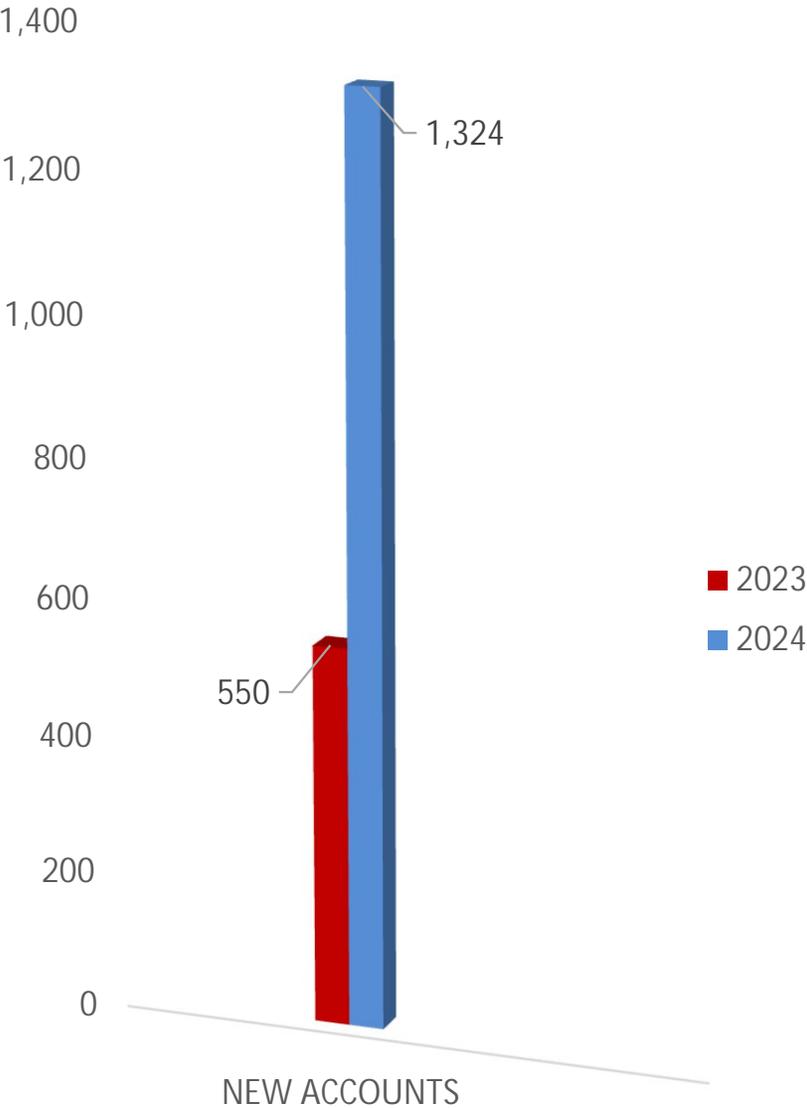
COMMERCIAL

QUALIFIED SALES	264
MEDIAN RATIO	.99
COEFFICIENT OF DISPERSION (COD)	.01
PRICE RELATED DIFFERENTIAL (PRD)	.999

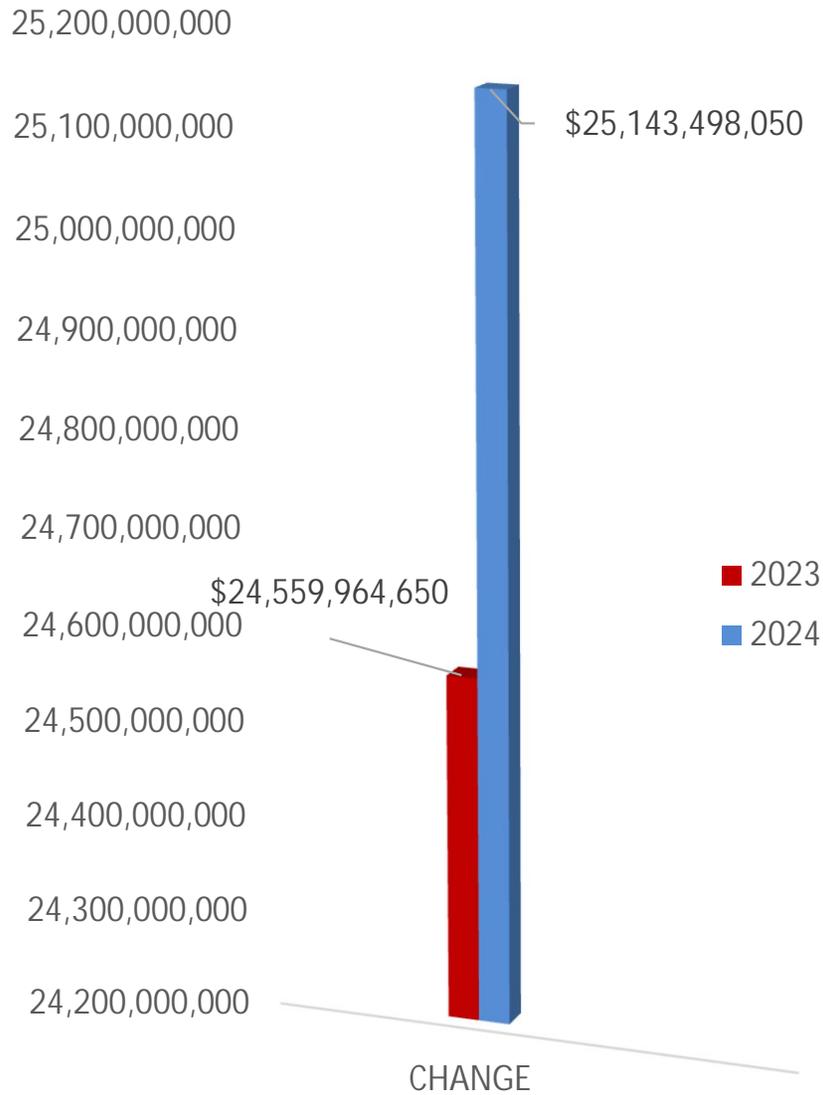
INDUSTRIAL

QUALIFIED SALES	5
MEDIAN RATIO	.98
COEFFICIENT OF DISPERSION (COD)	.01
PRICE RELATED DIFFERENTIAL (PRD)	.99

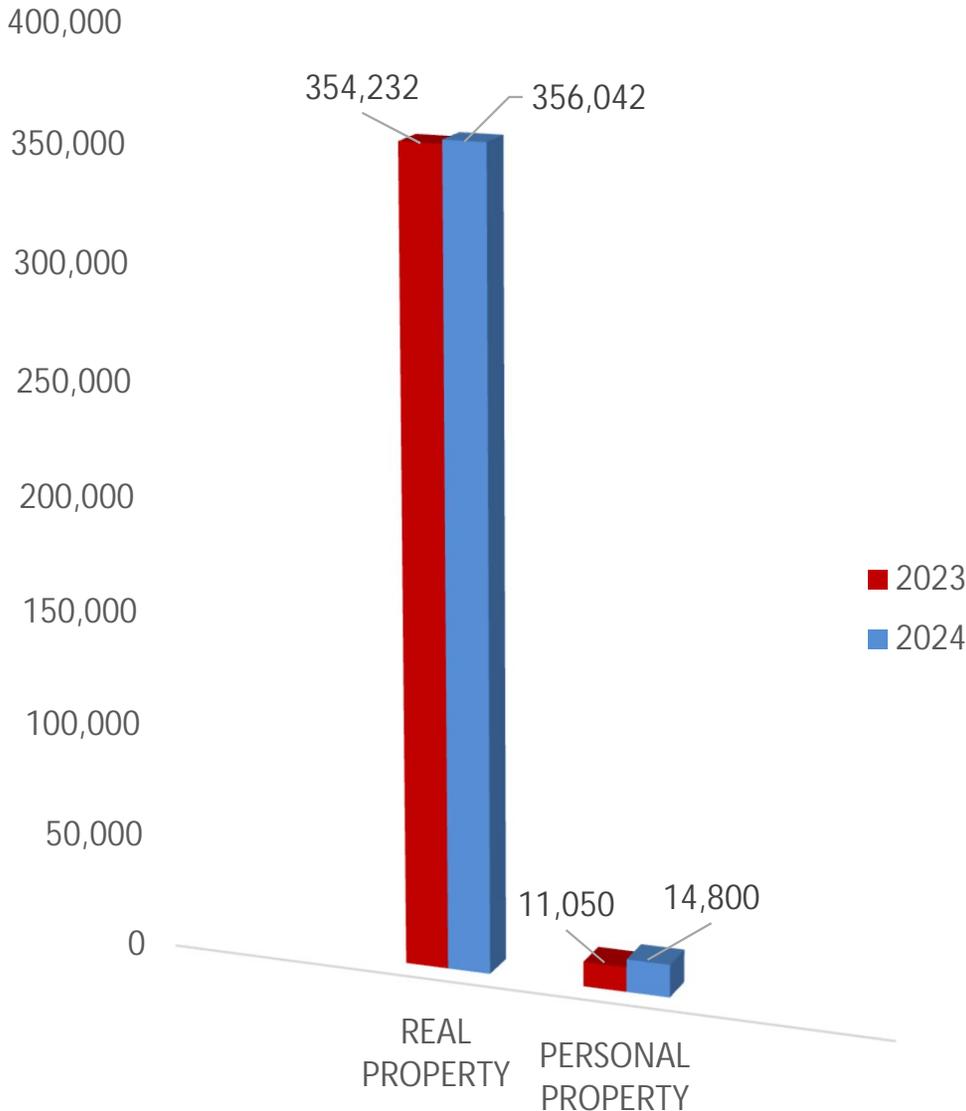
PERSONAL PROPERTY



PERSONAL PROPERTY ASSESSMENTS



ANNUAL NOTICES OF ASSESSMENT



Understanding Your Annual Notice of Assessment

The guide below is intended to help you better understand your notice.

We encourage you to visit our website, www.fultonassessor.org. There you can learn more about the assessment process and take advantage of online services.

*******Note that property values are set as of January 1st of the tax year*******



ANNUAL NOTICE OF ASSESSMENT						PT-206 (revised May 2018)
FULTON COUNTY ASSESSORS OFFICE						Official Tax Matter - Tax Year
235 Peachtree St. NE, Suite 1400 Atlanta, GA 30303 (404) 612-6440						This correspondence constitutes an official notice of all valuations assessment for the tax year shown above.
DOE JOHN 123 JOHNSON AVE FAIRBURN GA 30213						Annual Assessment Notice Date: Last date to file a written appeal: ***This is not a tax bill - Do not send payment*** County property records are available online at: www.fultonassessor.org
<p>The amount of your ad valorem tax bill for the year shown above will be based on the Appraised (100%) and Assessed (40%) values specified in BOX 'B' of this notice. You have the right to submit an appeal regarding this assessment to the County Board of Tax Assessors. If you wish to file an appeal, you must do so in writing no later than 45 days after the date of this notice. If you do not file an appeal by this date, your right to file an appeal will be lost. Appeal forms which may be used are available at http://dor.georgia.gov/documents/property-tax-appeal-assessment-form.</p> <p>At the time of filing your appeal you must select one of the following appeal methods:</p> <p>A (1) County Board of Equalization (value, uniformity, denial of exemption, or taxability) (2) Arbitration (value) (3) County Hearing Officer (value or uniformity), on non-homestead real property or wireless personal property valued, in excess of \$500,000</p> <p>All documents and records used to determine the current value are available upon request. For further information regarding this assessment and filing an appeal, you may contact the county Board of Tax Assessors which is located at 235 Peachtree St. NE, Ste. 1400, Atlanta and which may be contacted by telephone at: 404-612-6440. Your staff contact is Mark Jones.</p> <p>Additional information on the appeal process may be obtained at http://dor.georgia.gov/property-tax-real-and-personal-property</p>						
Account Number	Property ID Number	Acreage	Tax Dist	Covenant Year	Homestead	
1322465	14-1234-5678-001-5	.48	JOHNS CREEK		YES - HF01	
Property Description R1 - Residential Improvement NBHD - 9876						
Property Address 123 JOHNSON AVE						
100% Appraised Value		Previous Year Fair Market Value	Current Year Fair Market Value	Current Year Other Value		
506,300		202,520	206,160			
40% Assessed Value						
202,520						
Reasons for Assessment Notice						
Value adjusted to reflect current market or uniformity						
The estimate of your ad valorem tax bill for the current year is based on the previous or most applicable year's net millage rate and the fair market value contained in this notice. The actual tax bill you receive may be more or less than this estimate. This estimate may not include all eligible exemptions.						
Taxing Authority	Other Exempt	Homestead Exempt	Net Taxable	Millage	Estimated Tax	
FULTON OPER		30,000	176,160	.008870	1,562.54	
FULTON BONDS			206,160	.000200	41.23	
FUL SCHOOL OPER		2,000	204,160	.017240	3,519.72	
Total County Tax					5,123.49	
JOHNS CREEK		15,000	191,160	.003986	761.96	
JOHNS CREEK BONDS			206,160	.000390	80.40	
Total City Tax					842.36	
STATE		2,000	206,160	.000000	.00	
Total Estimated Tax					5,965.85	

If you elect to file an appeal on your property, you must choose one of the appeal methods listed. Fees apply for appeals to Arbitration.

Please note that some city homestead exemptions may not be reflected on this notice.

THIS IS NOT A BILL. DO NOT SEND PAYMENT. You have 45 days after the assessment notice date to appeal the appraised value of your property. You can file an appeal in person, online or by mail. This is not a bill!

Georgia law requires that your property is appraised at Fair Market Value. Assessed value is 40% of the Fair Market Value.

The estimate of taxes does not reflect the current year's millage rates. Although this is not a tax bill, the estimate of taxes is required by Georgia law.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0432

Meeting Date: 6/26/2024

Department

County Manager

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

Presentation of the Fulton County Operational Report.

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

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

Open and Responsible Government

Commission Districts Affected

All Districts

District 1

District 2

District 3

District 4

District 5

District 6

Is this a purchasing item?

No

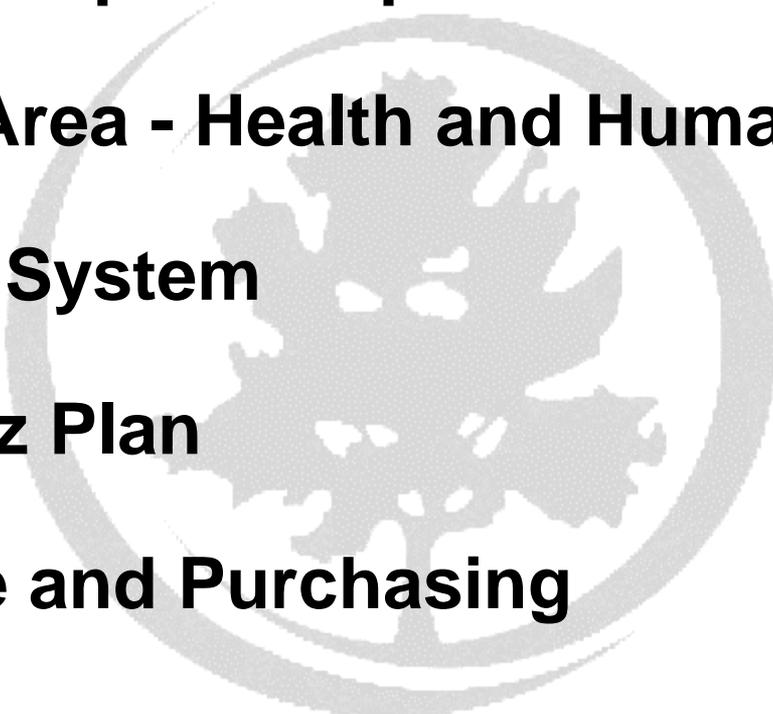


Fulton County Operational Report

June 26, 2024

Board of Commissioners Meeting

AGENDA

- **Cyber Response Update**
 - **Focus Area - Health and Human Services**
 - **Justice System**
 - **Jail Blitz Plan**
 - **Finance and Purchasing**
- 



Cyber Response Updates

Cyber Response Updates

- Program Management Team continues the tracking of 397 services to ensure they remain restored
- 99% of services have been restored with remaining projected by end of June. (14 IT-related issues remain)
- All major systems (Justice, Tax, ERP, and telephony) have been moved to the cloud
- Leadership continues to meet twice weekly to track progress and intervene where necessary
- Staff have completed annual cybersecurity training



Cyber Response Updates

Final outstanding items:

- Final 6 Call Centers to be deployed on 6/24
- Digital Signage restoration nearing completion
- Budget Book to be produced late summer
- 2024 data available & preparation of the 2025 budget development is underway
- Vendor Self Service is remediated. Vendors re-registering securely and setting up EFT
- Assessing additional next steps for IT Betterment Strategy



***Customers who experience any difficulties to contact us at
customerservice@fultoncountyga.gov
or at 404-612-4000***





QUESTIONS



Focus Area Updates Health and Human Services

Highlights for Health and Human Services

- Behavioral Health Crisis Center
- Health and Human Services North - 4700 North Point Parkway and South Feasibility Study
- South Fulton Developmental Disabilities Training Center
- Opioid Settlement
- HIV Elimination Program and Grants
- Free Standing Emergency Room in South Fulton



Behavioral Health Crisis Center

Opening August 2024

- The new Fulton County Behavioral Health Crisis Center will begin serving clients in August
 - Construction is complete with a final cost \$16 million
 - Grady will serve as operator and will also operate the new Atlanta/Fulton County Center for Diversion & Services opening this year



Behavioral Health Crisis Center

Pre-Opening Activity Overview

MEDIA

- Media Preview Tour on Friday, June 21 with WSB and AJC
- Participants: Chairman Pitts, County Manager, Dr. Roshell, LaTrina

PARTNERS

- Co-scheduled partner sessions with Diversion Center – finalizing dates in July
- Police Outreach – Pending
- Judicial Outreach - Pending

COMMUNITY

- Updates to NPU X and Hammond Park Community Association (scheduling in progress)

RIBBON CUTTING PLANNING

- Date finalized for August 8 – confirmed with Grady and GA DBHDD
- Requesting input for invitation list by June 25
- Senate Delegation Chair confirmed for ribbon cutting
- Planning meeting with Grady & BHDD - pending



Behavioral Health Crisis Center

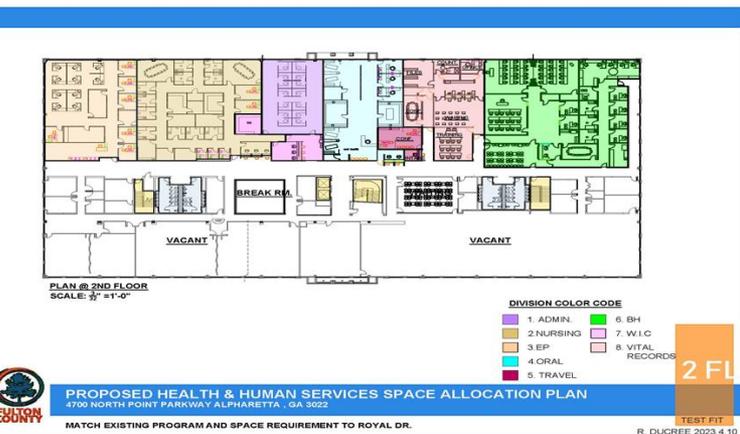
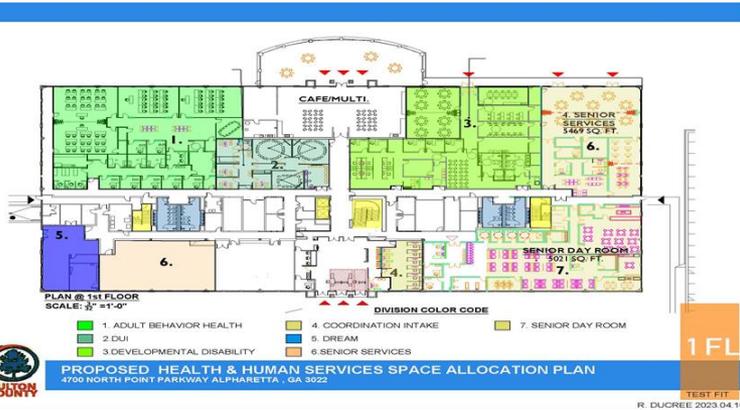
Funding

- Fulton County has aligned its request for state funding with the requests from the Georgia Department of Behavioral Health & Developmental Disabilities
- For the state's FY24 budget, Fulton County and Georgia DBHDD sought \$13.3 million for this project
- Following two legislative sessions, allocated state operational funding for FY25 is \$9,481,532



HHS North - 4700 North Point Parkway

- Building purchased in 2019 and utilized extensively for COVID Response and inventory
- Borrowed \$29.4M from ACCG
- Extensive plan for service consolidation and delivery model completed
- Design Build RFP was issued May 6th
- Due dates will be extended to July 9th due to the level of interest
- Projected completion the 4th Quarter of 2025 based of selected vendor's plan



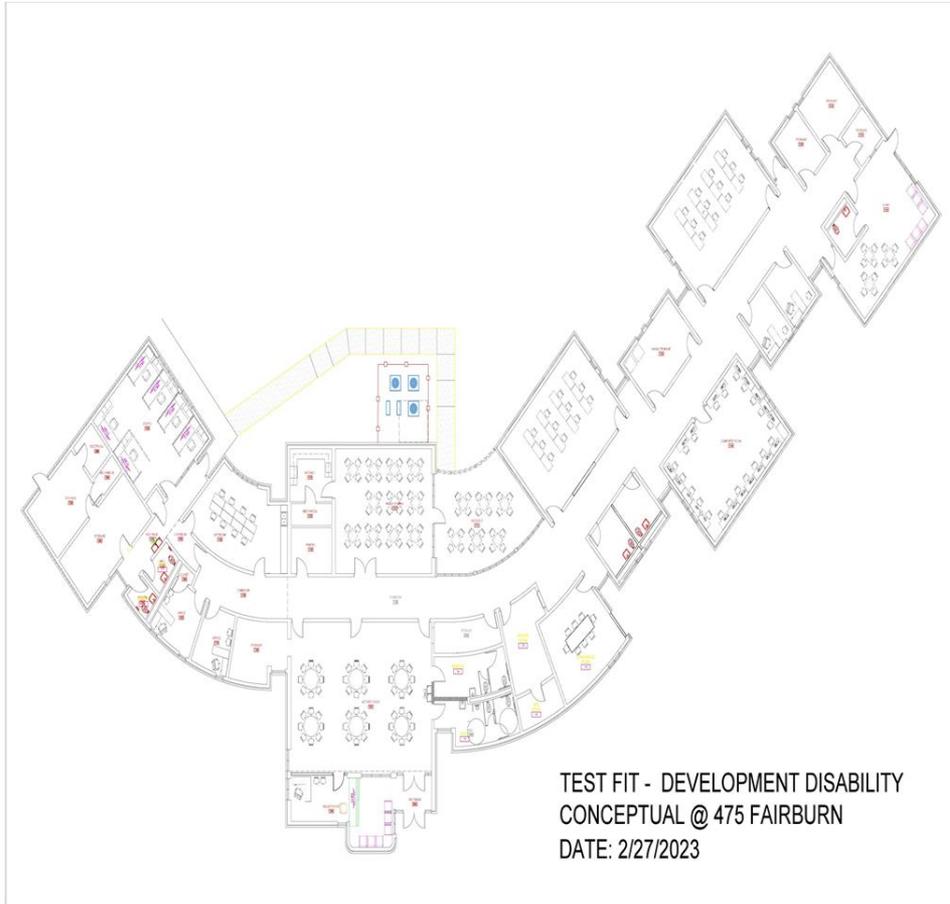
HHS South Feasibility Study

Goal of the Development

- Continue to build trust and community ownership
- Gap analysis and demand will drive expanded/new interventions
- Services and interventions will address Social Determinants of Health identified by Project Care
- Future State: Sustainable community and pathways to improve health
- Currently working on developing feasibility RFP which should be advertised by mid-July



Developmental Disabilities - 475 Fairburn Road



- Design build RFP issued March 22nd
- Bids received and reviewed
- Oral presentations scheduled for June 28th
- BOC approval to be requested at August 7th BOC meeting
- Projected completion the 3rd Quarter of 2025 based of selected vendor plan



Opioid Settlement

- \$638 million to Georgia over 18 years
- County has received \$2.4 million to date directly from distributors and manufacturers
- Georgia Opioid Settlement Trust will distribute additional funds directly to the County for allocation to community organizations
- Required to establish a County Opioid Crisis Abatement Advisory Council to guide community allocation process
- Use of Settlement Funds- prevention, treatment, recovery, harm reduction, research, evaluation

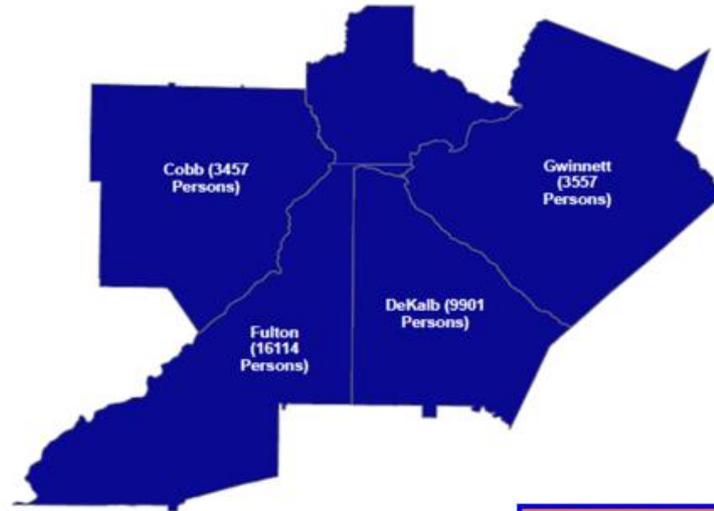


HIV ELIMINATION OVERVIEW

RYAN WHITE HIV/AIDS PROGRAM PART A

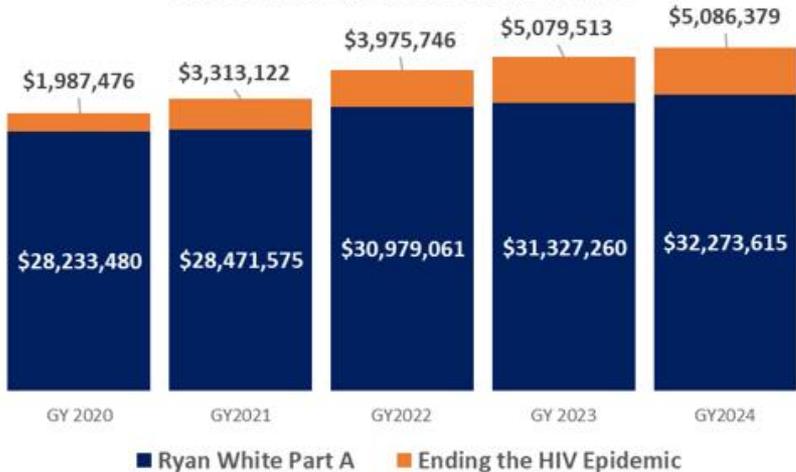


ENDING THE HIV EPIDEMIC (EHE)



Endhivatl.org

FIVE YEAR FUNDING: 24% INCREASE

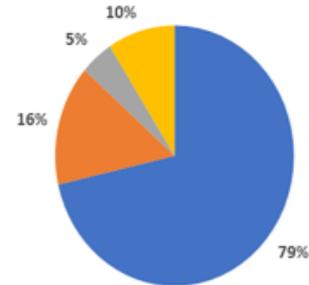


RYAN WHITE PART A

2023 IMPACT

- * 17,825 people served
- * Services provided by 18 agencies
- * CORE MEDICAL SERVICES: Includes Primary Care (15,945), Oral Health (2,425), Behavioral Health (5,210), Antiretrovirals (2,517)
- * SUPPORT SERVICES: Includes Food (2,400), Transportation (3,238), Insurance Assistance (417), Translation (462)
- * \$0 Unexpended
- * DHE Administrative costs <10%

RYAN WHITE CLIENTS SERVED BY RACE/ETHNICITY, 2023



Viral Suppression

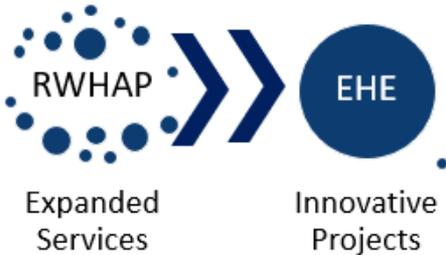
Someone virally suppressed cannot spread HIV through sexual contact

Viral Suppression

11% in 4 Years



ENDING THE HIV EPIDEMIC



Greater Than HIV
Sponsored · 🌐

The Ryan White HIV/AIDS Program provides financial assistance with HIV-related medical care and medications for those in need. The program may also be able to help with mental health care, dental care, and other essential services.

...that can help you stay healthy and support you.

greaterthan.org
Connect with Ryan White HIV Services Near You

Learn more

The EHE Program served 3,422 people in Fulton, Cobb, DeKalb, and Gwinnett Counties.

Fulton County has almost ½ of known HIV cases in the 4 counties

<https://www.greaterthan.org/atlanta>

Media Placements

- 61.0+ million impressions
- 3.6+ million video views
- 465,500+ clicks to online resources

➔

Website Traffic

- 270,900+ sessions
- 350,600+ page views



- * Require subrecipients to provide services in non-traditional hours: before 8:00 AM, after 5:00 PM, and on weekends
- * On-demand car service – reduced travel times and missed appointments
- * Drop-In Clinics – no appointment is necessary
- * Differentiated Service Delivery – client-centered care at 4 Grady Neighborhood Clinics
- * Food as medicine - produce prescriptions for fruits and vegetables
- * Housing assistance – emergency shelter, temporary housing



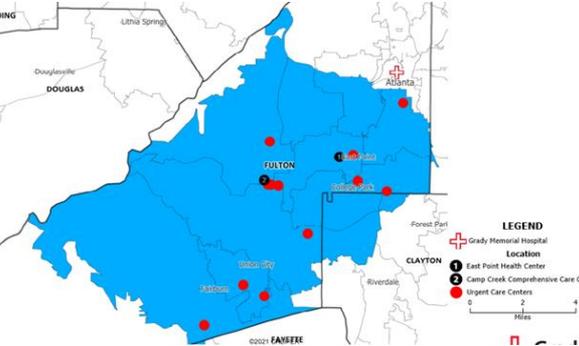
Free Standing Emergency Room

Freestanding Emergency Department Assessment

 Grady



Why a Freestanding ED?

Freestanding ED	Community	Grady
<ul style="list-style-type: none"> ➤ The freestanding emergency department provides the next level of care beyond primary care and urgent care <ul style="list-style-type: none"> • Addresses community need – gap in access • Provides basis for system growth • Creates foundation for downstream growth to the health system <p>Urgent Care Centers</p> 	<ul style="list-style-type: none"> ➤ The community has urgent care, but needs access to true emergency services (shouldn't have to drive downtown) <ul style="list-style-type: none"> • Expansion of pediatric services is a huge need (families currently must drive to Hughes Spalding or further) • Mental health is a big need – including crisis intervention services • Real-time access to social services • Consider mobile integrated health care (visit patients after they are released from the hospital or FSED) ➤ Survey feedback <ul style="list-style-type: none"> • 67% would support a new, local Grady location. • 72% would be likely to use it. • 63% would support an elected official who supported Grady bringing a new service location to the neighborhood. 	<ul style="list-style-type: none"> ➤ Grady has already committed to additional investment in the South Fulton market with the expansion of two new outpatient access points. Investing in a new FSED will further establish a footprint in the market. ➤ Grady is known for emergency care and our mission build a healthier community. ➤ There are 360,000+ residents in the defined service area of nine zip codes (radius of ~10 miles). This population is expected to continue to increase at over 1% per year to over 380,000 by 2028. ➤ The nearest Emergency Room access points are 20 to 40 minutes away depending on where individuals live within the South Fulton market. Most travel north towards downtown or midtown. ➤ 8 of the 10 top ZIP codes in terms of ED visit volume in Fulton County originate from this market (over 100,000 annual visits in total) – suggesting demand for a freestanding ED.



Services and Capacity

Category	Assumption
Total Capacity	16 Bays (12 adult, 4 pediatrics)
Volume estimates	Initially 24,000 visits per year
Jobs	Estimates of approximately 90 FTEs
Services	Emergency services and wrap around support
Connectivity to Grady	Ambulance stationed at the FSED for transfers; helipad planning on the site
Future planning	Observation, outpatient clinics, acute care hospital

Financial Analysis

Original Cost Assumptions

Fiscal Year	Expenses	Cost
FY25/26	Construction Cost	\$12,250,000
FY26	Fixed Equipment	\$3,900,000
FY26	Moveable Equipment	\$925,000
FY26	Other	\$50,000
	Subtotal	\$17,125,000
FY24	Contingency	\$2,000,000
FY24	Architect Fees	\$1,200,000
FY24	Site Cost	\$15,000,000
FY24/25	Site Prep/Due Diligence	\$2,200,000
FY24	Other	\$750,000
	Subtotal	\$21,150,000
FY24/25/26	Admin & Legal Fees	\$325,000
FY24	CON Prep	\$50,000
	Subtotal	\$375,000
	Total	\$38,650,000

Note: These costs and square footage do not consider observation beds.

- With further study of the community's needs and additional input from our clinical teams, we have added observation beds, a community room and additional clinical support spaces for growth.
- Financial projections show a positive operating margin and free cash flow, totaling \$15.2 million over the first 5 years.

Financial Projections

Margins & FCF	2027	2028	2029	2030	2031	2032
Oper. Margin	\$1,246,371	\$1,369,961	\$1,507,556	\$1,645,036	\$1,782,401	\$1,919,647
EBIDA	\$1,246,371	\$2,511,628	\$2,649,222	\$2,786,703	\$2,924,068	\$3,061,314
CAPX	\$0	\$0	\$0	\$0	\$0	\$0
FCF	\$1,246,371	\$2,511,628	\$2,649,222	\$2,786,703	\$2,924,068	\$3,061,314

Sum of operating cash flows '27 to '32 = \$15.2M



South Fulton: Potential FSED Timeline

- Grady’s current campus is site-constrained and access to emergency care has been limited in south Fulton. A campus in south Fulton would provide better access to an underserved market and help decant some of the congestion on the main campus.
 - Opening a freestanding ED on the future site could serve as the initial “building block” for future development.



Potential Benefits to all Stakeholders

Benefits for South Fulton Patients/Families	Benefits for the City/County	Benefits for Grady
<ul style="list-style-type: none"> ➤ Bring emergency services – adult and pediatric - closer to the community and reduce the current 25+ minute drive to the closest ED ➤ Provide access to emergency, crisis intervention and select diagnostic services in a facility that is custom-built for the community's needs ➤ Enhance clinical outcomes by providing life-saving care more quickly to community residents, with a streamlined transfer model to get patients to Grady when needed 	<ul style="list-style-type: none"> ➤ Create access to high-quality healthcare in a community that is devoid of choices ➤ Support facility that directly meets the needs of the community ➤ Improves emergency care wait times across the region by increasing the number of available emergency room bays ➤ A new healthcare “center of gravity” in south Fulton would create new jobs and serve as an economic driver for that community ➤ The new campus could eventually grow into a more meaningful ambulatory and inpatient destination, so fewer residents have to leave the market for care 	<ul style="list-style-type: none"> ➤ Allows Grady to extend its footprint to south Fulton County and expand its patient base ➤ Augments the investments that Grady is making in expanding ambulatory access in the region ➤ Strengthens Grady's access in a community that is growing and aging ➤ Shifts some of the patient volume originating from south Fulton out of Grady's ED and beds, which creates capacity for backfill



How Fulton May Choose to Support

- Issue bonds through Fulton Dekalb Hospital Authority
- \$19m with a 15 year payback
- Estimated annual debt service of \$1.7m
- Redirect a portion of the \$2.5m originally reserved for BHCC operating contingency and agree to operate the facility within the state funding provided





QUESTIONS



Project ORCA & Justice System



FULTON COUNTY GOVERNMENT

Project **ORCA** & Justice System Update

JUNE 26, 2024

AGENDA

01 ORCA CASE REDUCTION

02 CUMULATIVE CASE REDUCTION

03 JAIL POPULATION UPDATE

PROJECT OVERVIEW

Since the beginning of COVID-19, the Fulton County Court System has amassed a significant and unprecedented level of cases. Project ORCA will address this challenge by utilizing a combination of capacity expansion and productivity enhancement initiatives to expedite the case adjudication process.

CASE ACCUMULATION DEFINED

All cases (hearings, filings, applications) that were initiated before and during the pandemic (including those currently awaiting formal charging or filing) that have been impacted due to current limitations at various stages of the case administration process.



The COVID-19 Case Resolution Project began on **December 6, 2021** with **148,209** open and active cases.

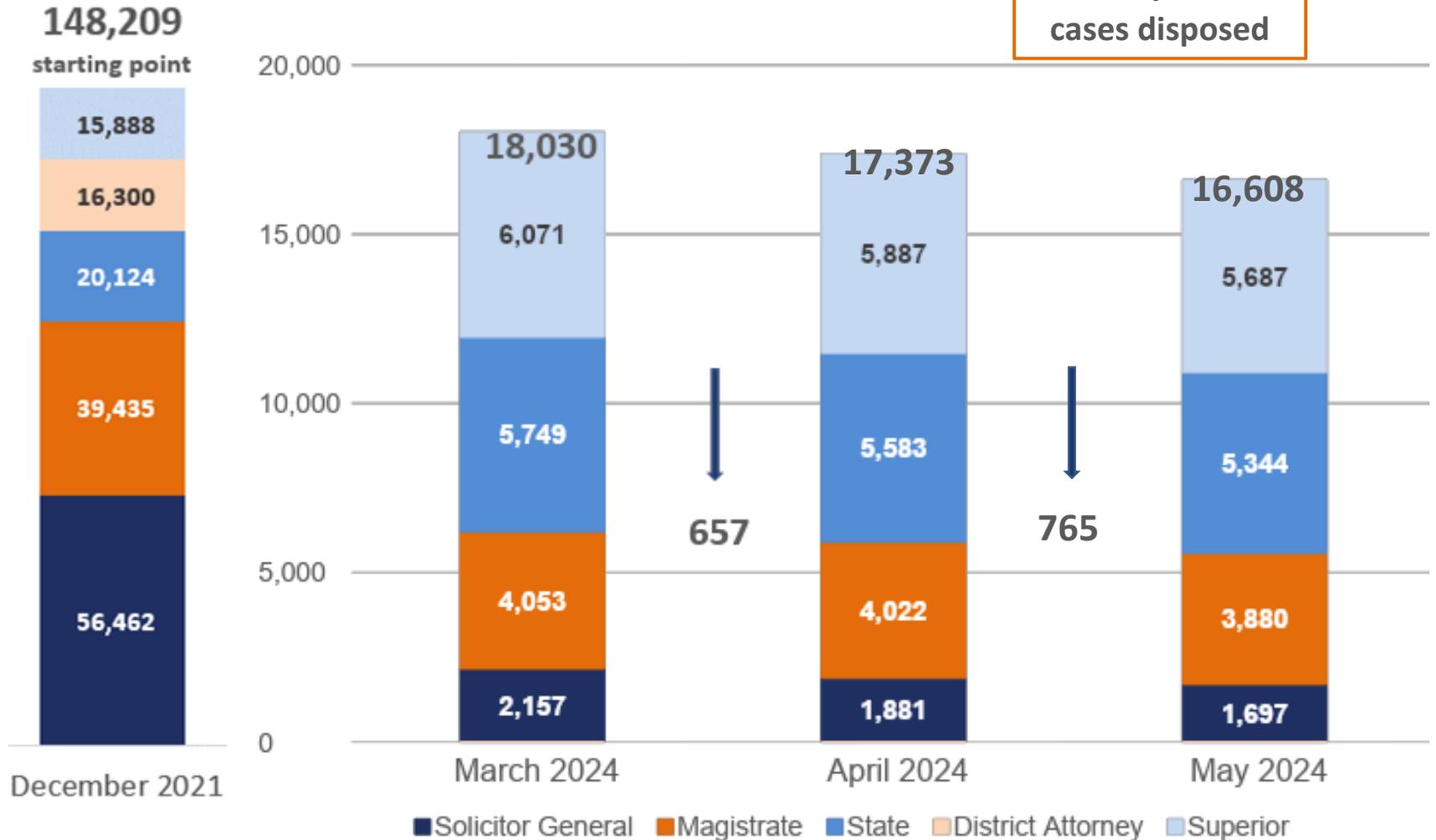
As of **May 31, 2024**, **131,601** cases have been disposed. There are **16,608** pending open and active cases.

PROJECT ORCA CASE REDUCTION

DISPOSITIONS BY OFFICE



131,601
cases disposed



PROJECT ORCA CASE REDUCTION

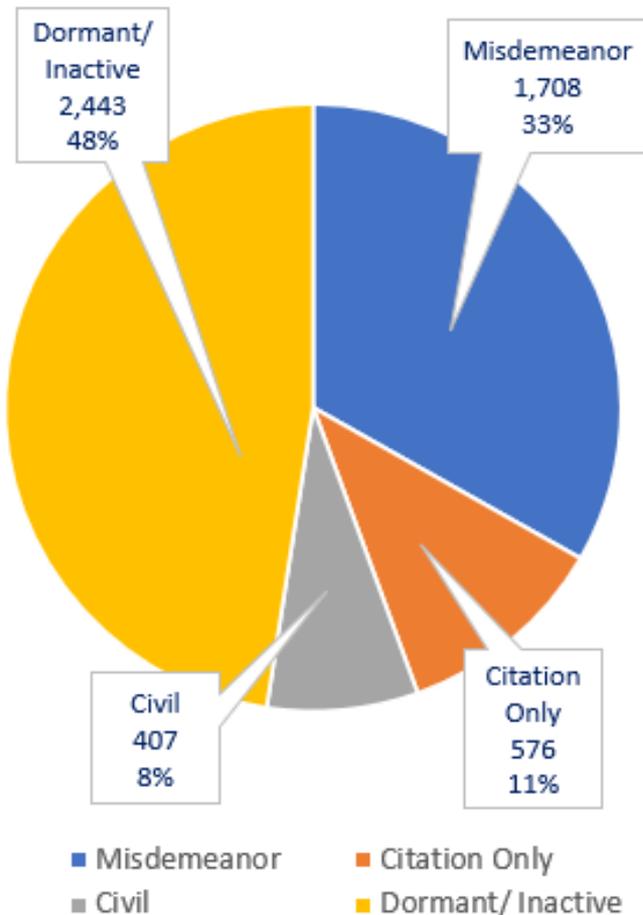
CASE DISPOSITION SUMMARY



Office	May 2024 (Last full month)			Project To Date (12/6/2021 through 5/31/2024)		
	Target	Actual	Variance	Target	Actual	Variance
Superior	442	205	(237)	13,240	15,093	1,853
District Attorney	0	0	0	16,300	16,300	0
State	556	244	(312)	16,680	18,239	1,559
Solicitor General	1,540	184	(1,356)	46,200	54,765	8,565
Magistrate	1,091	142	(949)	32,730	35,550	2,820
Overall	3,629	775	(2,854)	125,150	139,947	14,797

PROJECT ORCA CASE REDUCTION

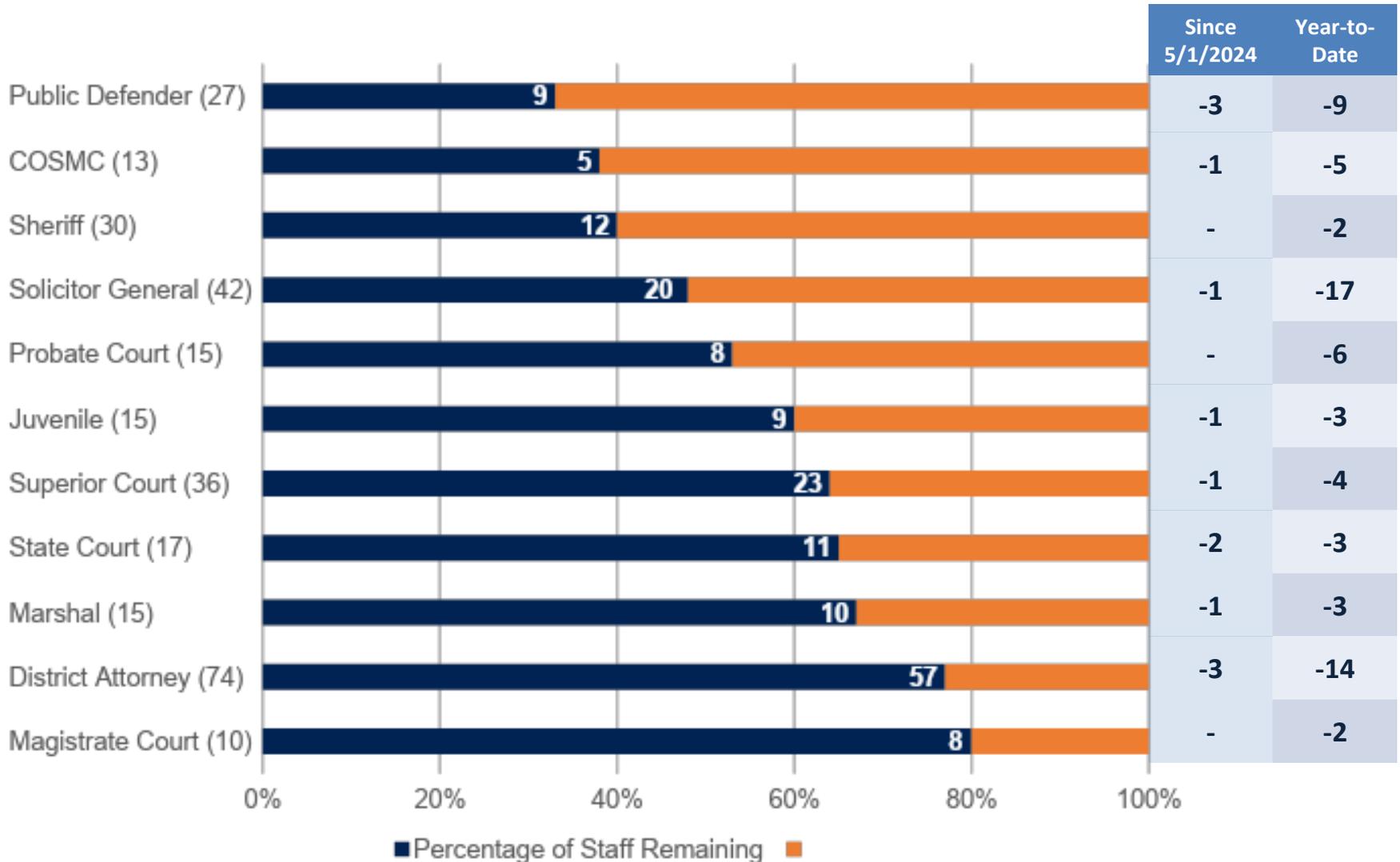
REMAINING CASE COMPOSITION – STATE COURT AS OF 5/30/2024



Case Type/Status	Remaining Cases	Statutory/Special Requirements	Resolution Plan	Resolution Timeline
Misdemeanor	1,708	Requires multiple calendar dates	Increase cases per Trial Calendar in August 2024 from 50 to 65 per calendar.	Q3 2025
Citation Only	576	Cases involve accidents; requires scheduling with prosecutor and witnesses for trial; resets for pre-trial hearings, trial, and payments before resolution	Continue holding 2 calendars per week for ORCA CIT Only cases. Accident cases to be calendared twice monthly.	Q2 2025
Civil	407	All but a few cases remain with Division Judges	Current resources used for Civil Jury Trials already scheduled through September 2024. Continue to provide monthly reporting to divisions to focus resolution.	Q3 2025
Dormant/Inactive	2,443	Awaiting arrest of defendants	Calendared based upon appearance	Undetermined
Total	5,134			
Further Planning:	Once ORCA funding has been depleted, State Court will send remaining misdemeanor and civil cases back to the Divisions for resolution.			

STAFFING RAMP DOWN

PROGRESS BY DEPARTMENT AS OF 6/1/2024





FULTON COUNTY GOVERNMENT

Project **ORCA** & Justice System Update

JUNE 26, 2024

AGENDA

- 01 ORCA CASE REDUCTION
- 02 **CUMULATIVE CASE REDUCTION**
- 03 JAIL POPULATION UPDATE

CUMULATIVE CASE REDUCTION JUSTICE SYSTEM SCORECARD



MEASURE	GOAL	MAY 2023 BASELINE	APRIL 2024	MAY 2024	DELTA <i>(previous month vs. current month)</i>
Average Length of Stay	30 days	71 days	63 days	60 days	3 day decrease
Jail Population Unindicted without other charges	10%	34%	<i>Cyber Recovery</i>	23%	<i>Cyber Recovery</i>
Clearance Rate for Felony Criminal Cases	100%	72%	97%	103%	6% increase
Felony Cases Disposed within 180 Days	90%	25%	28%	29%	1% increase
Felony Cases Disposed within 365 Days	98%	63%	58%	59%	1% increase



FULTON COUNTY GOVERNMENT

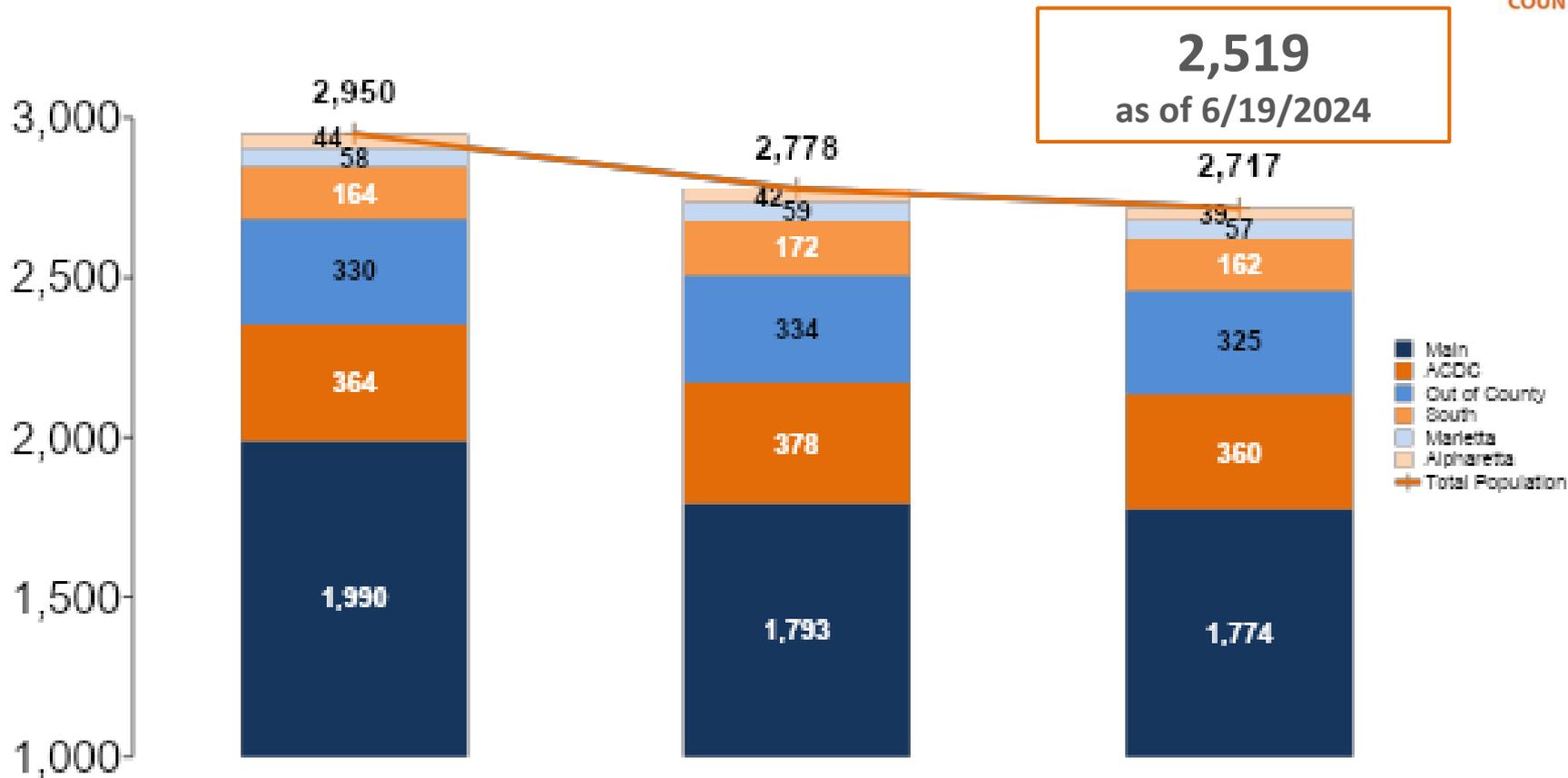
Project **ORCA** & Justice System Update

JUNE 26, 2024

AGENDA

- 01** ORCA CASE REDUCTION
- 02** CUMULATIVE CASE REDUCTION
- 03** **JAIL POPULATION UPDATE**

AVERAGE MONTHLY POPULATION



2,519
as of 6/19/2024

	Mar	Apr	May
Floor	-	-	-
Floor %	0%	0%	0%
Book In	397	411	959
Book Out	425	459	458
Net	29	49	(501)

AVERAGE MONTHLY JAIL POPULATION

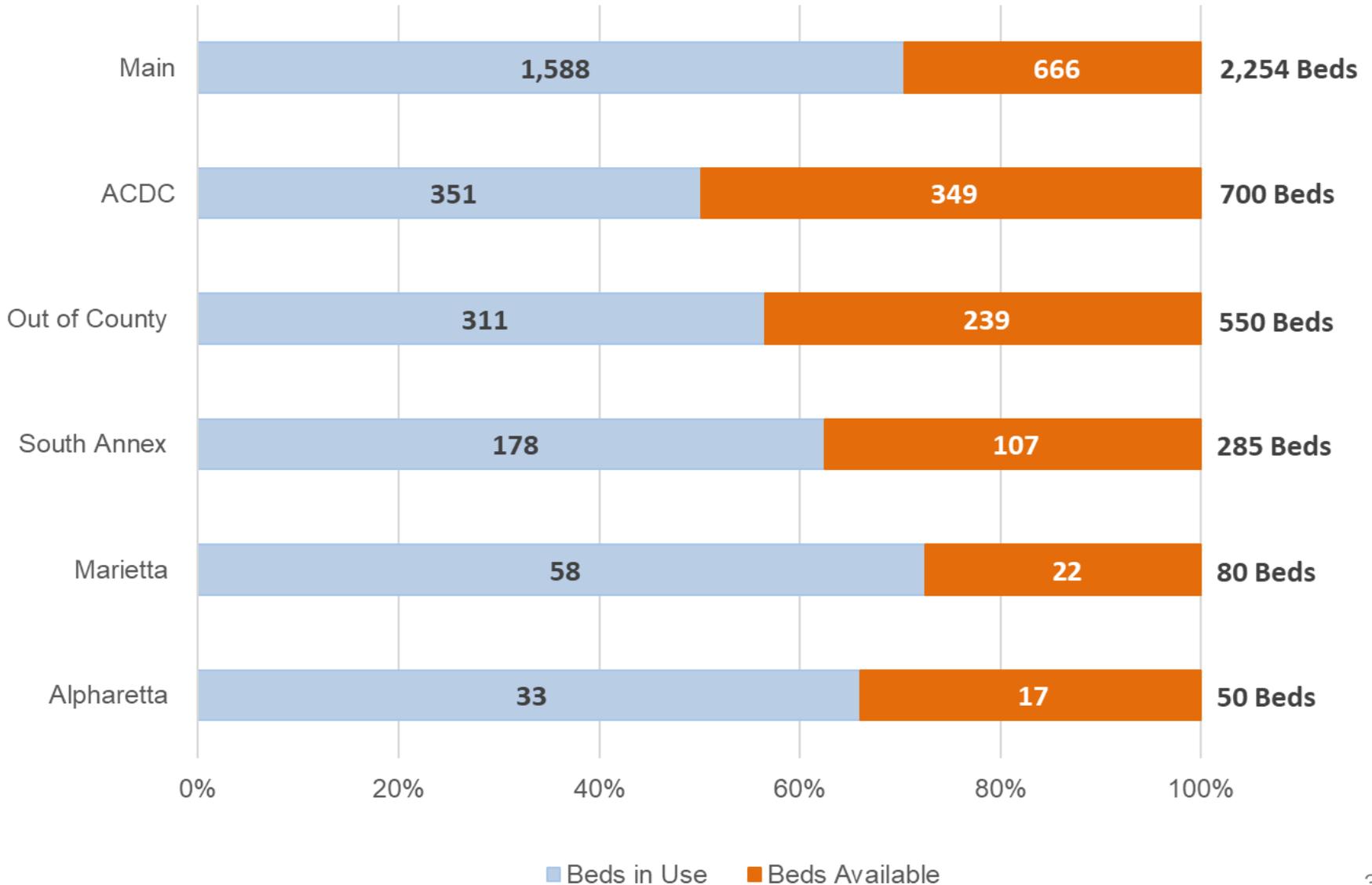
POPULATION BY FACILITY



	MARCH	APRIL	MAY	6/19/2024
Main	1,990	1,793	1,774	1,571
ACDC	364	378	360	363
Out of County	330	334	325	329
South Annex	164	172	162	169
Marietta	58	59	57	53
Alpharetta	44	42	39	34
TOTAL	2,950	2,778	2,717	2,519

JAIL POPULATION FACILITY UTILIZATION

AS OF 6/1/2024

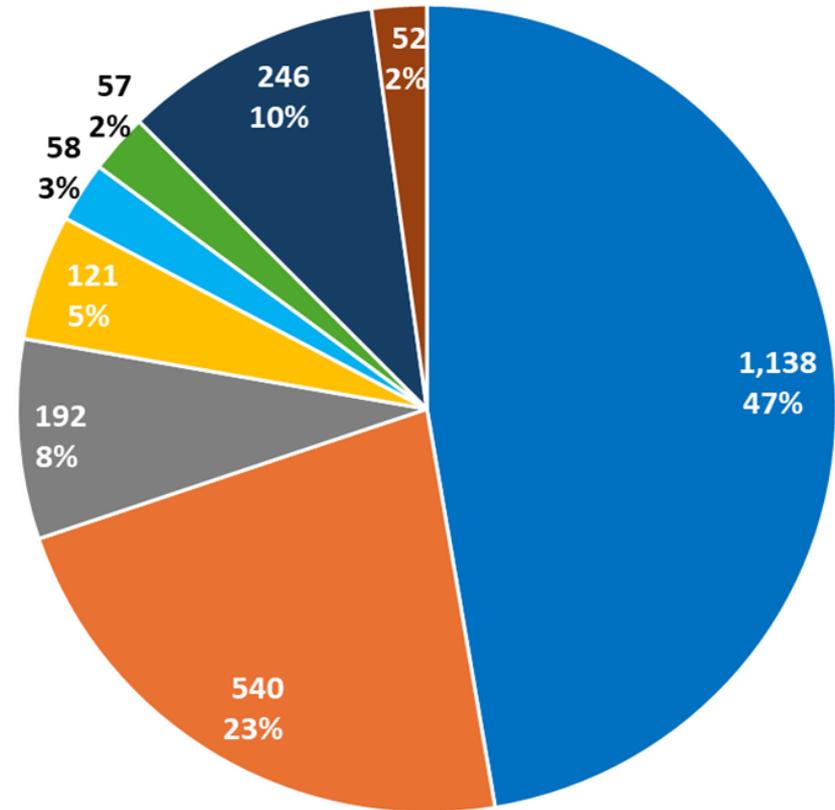


JAIL POPULATION

FULL INMATE ANALYSIS AS OF 5/30/2024



Status	Number of Inmates	Percentage
Unindicted	540	23%
Unindicted w/ Hold	192	8%
Unindicted w/ Indicted Case	58	3%
Indicted (DA)	1,138	47%
Hold Only (SBPP/Foreign)	246	10%
Accused (SG)	121	5%
Awaiting Pickup/Transport/Extradition	57	2%
Serving Sentence/CPO	52	2%
TOTAL	2,404	100%



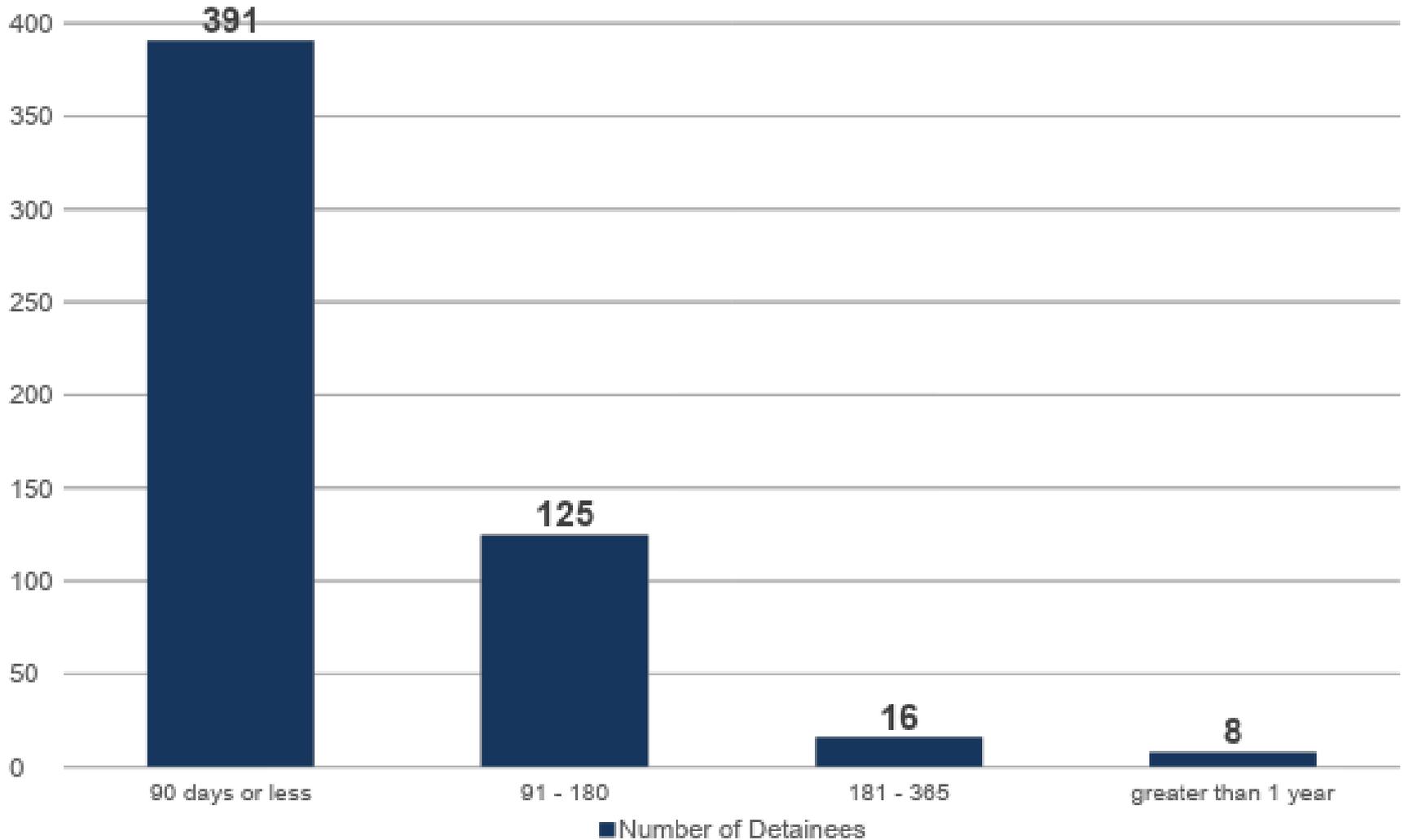
- Indicted and/or FTA/PV only
- Unindicted
- Unindicted w/ Hold (FTA/PV/SBPP/Foreign)
- State
- Unindicted w/ Indicted Case
- Awaiting Pickup/Transport/Extradition
- Hold Only (SBPP/Foreign)
- Serving Sentence/CPO

UNINDICTED JAIL POPULATION

DAYS IN JAIL AS OF 5/30/2024



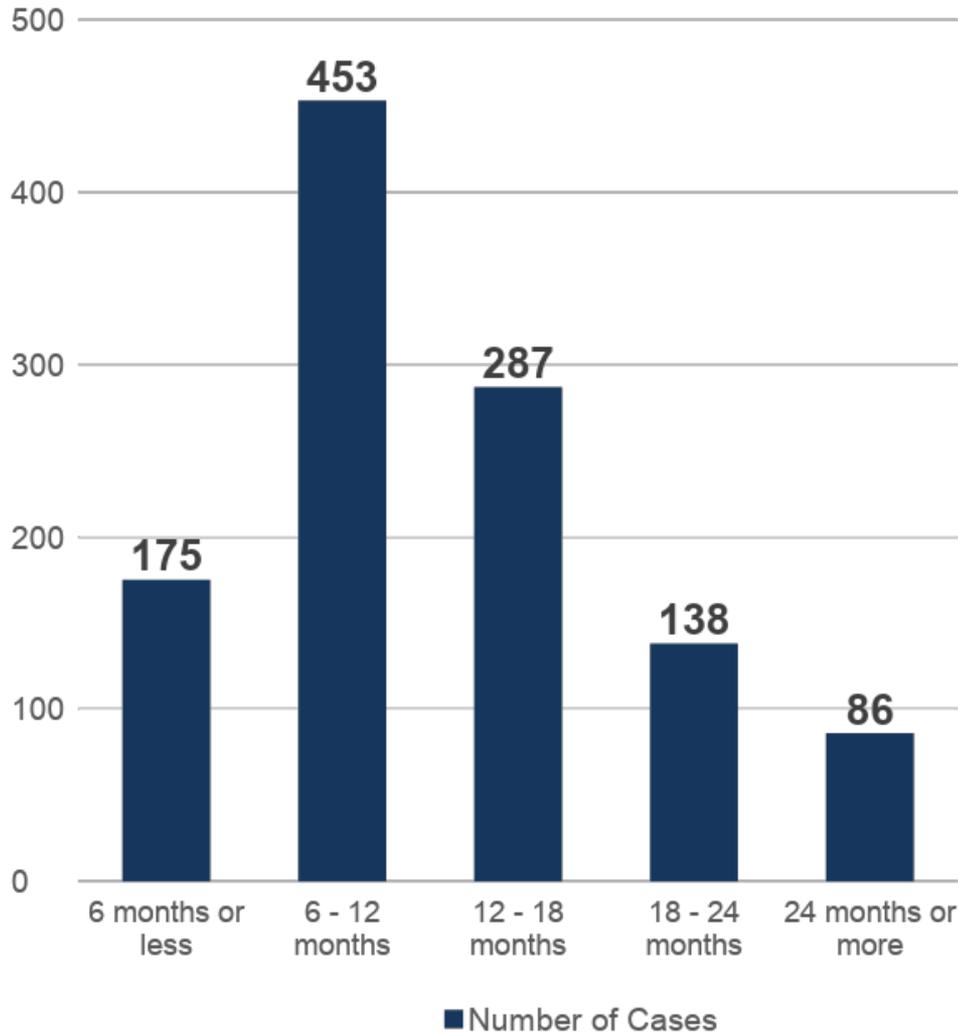
540 Unindicted
as of 5/30/2024



Excludes detainees with pending indicted cases and holds (Probation Violations, Failure to Appear and foreign and/or other agency holds) **245**

ELECTRONIC MONITORING UPDATE

MONTHS ON MONITOR AS OF 5/31/2024



Reduction Plan Overview

- Number of active monitors: **1,139**
- Review of aged cases (12 months or more) prioritized by length of time on monitor and severity of charge
- As ramp up continues with new vendor, Superior Court is creating a policy for 6-month default for monitor removal
- Any extension would require written order from judge, to be reviewed again in 6 months

PRIORITIES



- ✓ Implement multi-agency jail population reduction initiatives
- ✓ Prevent Post-ORCA backlog
- ✓ Implement 2024 ORCA ramp down plan
 - Monitor ORCA funding and staff reduction plan
 - Continue ORCA & justice system tracking and reporting
 - Shift primary discussion of performance to Justice Partners

JUSTICE SYSTEM DASHBOARDS

PUBLIC INFORMATION



JUSTICE SYSTEM DASHBOARDS

DEPARTMENT

PUBLICLY AVAILABLE DASHBOARDS

SUPERIOR COURT

Total Defendants in Jail (Complex)
 Defendants in Jail for Over 1 Year (Complex)
 Total Pending Cases (Complex)
 Cases Pending for Over 1 Year (Complex)
 Total Defendants in Jail (Non-Complex)
 Defendants in Jail > 180 Days (Non-Complex)
 Total Pending Cases (Non-Complex)
 Cases Pending > 180 Days (Non-Complex)

NATIONAL COURT STANDARDS

Time to Disposition (Felony)
 Time to Disposition (Civil)
 Time to Disposition (Family)
 Clearance Rates
 Aging of Cases

STATE COURT

Total Defendants in Jail (Misdemeanor)
 Defendants in Jail Over 1 Year (Misdemeanor)
 Total Pending Criminal Cases
 Criminal Cases Pending for Over 1 Year

PROJECT ORCA DASHBOARDS

DEPARTMENT

PUBLICLY AVAILABLE DASHBOARDS

OVERALL

Total Disposed Cases
 Remaining Open & Active Cases

COURTS

Total Disposed Cases & Filings
 Remaining Open & Active Cases & Filings

PROSECUTORS

Total Disposed, Indicted, or Accused Cases
 Remaining Open & Active Cases

All publicly available justice system data and dashboards are found at:
<https://fultoncountyga.gov/inside-fulton-county/open-government>



QUESTIONS



Jail Blitz Plan

Jail Maintenance and Repairs



- **Overall project to date;**
 - 5 units complete or 46%
 - 510 Cells out of the total 1122 non-medical cells have been rehabbed
- **6th Blitz Unit, 2 North, started on June 17th**
 - Status, 6% complete.
- **Average time to complete each Unit is 6 weeks.**
- **10 of 11 Jail Units are expected to be completed by end of the year.** Project completion projected for Jan/Feb 2025

Jail Maintenance and Repairs

- Five (5) Completed Blitz Units (1 North, 2 North, 2 South, 4 North, & 4 South)
- Current Blitz Unit: 5 North
- May/June 2024 Maintenance Performance:

MONTH	WO'S ISSUED CMs / PMs	WO'S COMPLETED	% COMPLETION
May	1,586 / 325	1,311 / 294	82.7% / 90.5%
June*	955 / 203	542 / 150	73.9% / 56.8%

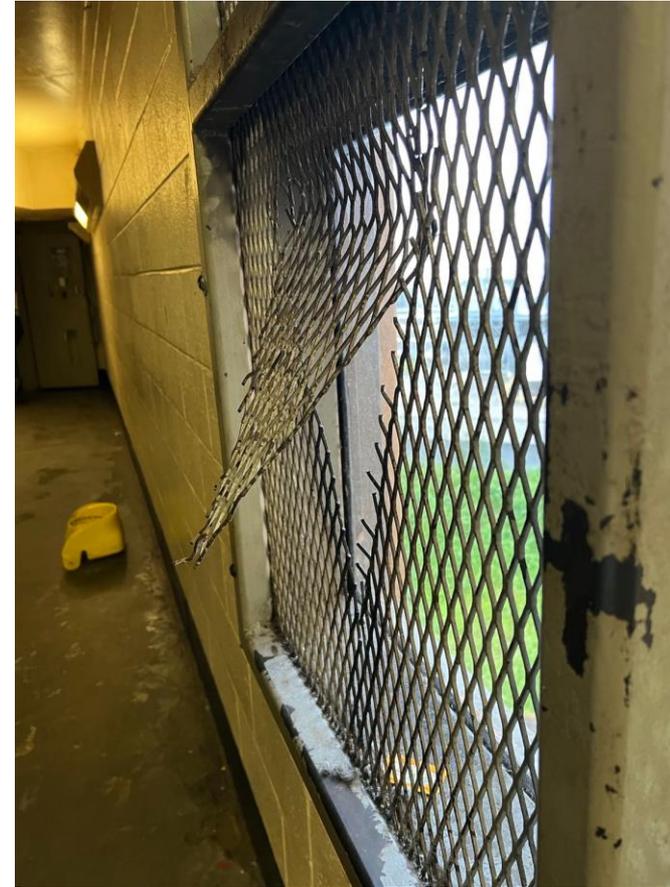
*As of 6/19/24

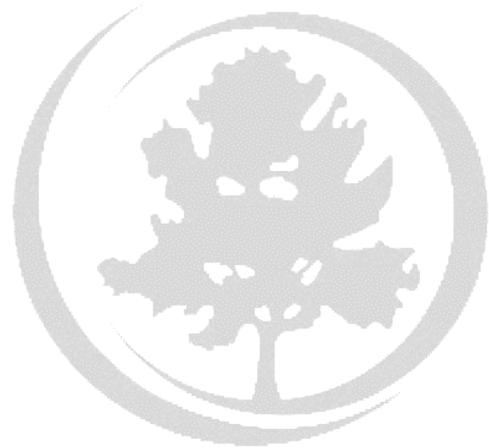
- Averaging 1,606 corrective maintenance work orders per month or 45% increase from FY 2023
- Down to (5) uninhabited housing zones from (7) at time of last report – 7 North 100, 500, 600 & 7 South 400 & 600



Jail Maintenance and Repairs

- Currently, separate from the blitz, there 9 zones (306 beds) that are not in use for various safety reasons.
- **Unused Beds:**
 - **Main jail:** 90% of unused cells are due to blitz project or other long term repairs i.e., the other 10% is space for classification (separation of inmates)
 - **Out of County:** Empty space is due to inmate classification acceptance
 - **ACDC and South Annex:** empty cells are due to staffing availability
- **Work Orders:**
 - Corrective Maintenance:
1417 completed out of **1762** submitted = **80.4%**
 - Preventive Maintenance:
288 completed out of **298** scheduled = **96.6%**





QUESTIONS



COVID 19 Reserve & ARPA Spend Update

ARPA Interest and Allocations

- \$9.5 Million earned in interest on the ARPA funds.
- Capital Needs
 - 141 Pryor Street Modernization including Board of Assessor's move \$4.45M
 - Restoring the contingency for Health Infrastructure Projects (BHCC and DD South Training) \$2.8M
- BOC Resolutions or Directives
 - Medical Debt & FQHC's \$2M
 - Community Services Program \$250k



ARPA Reporting

In Millions \$	06.14.24	06.14.24	06.14.24	Change in Budget	Change in Expenses
	Budget	Commitments	Expenses		
EERF - General Fund	\$ 10.5	\$ 10.5	\$ 10.5	\$ -	-
Communications	1.7	1.7	1.7	-	-
Child Care / Healthcare / Other	0.5	0.5	0.5	-	-
Payment to Employees	6.6	6.6	6.6	-	-
2020 Obligation/Unallowable	1.7	1.7	1.7	-	-
American Rescue Act	241.1	190.6	167.9	12.70	2.76
Health Infrastructure	24.1	15.3	11.7	2.80	2.03
Pandemic Proof County Facilities	35.5	2.3	2.0	7.50	-
Day Porters / Cleaning	1.6	1.6	1.6	-	-
Child Care	0.4	0.4	0.4	-	-
Other Emergencies	1.7	1.7	1.6	-	-
Lifeline Animal Control	0.5	0.5	0.5	-	-
Premium Pay for Employees	3.4	3.4	3.4	-	-
PPE- County Employees	1.6	1.6	1.6	-	-
Court Backlog Project	80.9	75.8	71.8	-	2.37
Information Tech - Virtual Support	12.3	12.3	1.4	-	-
Safety Net Services - CSP	7.9	7.5	7.5	0.25	-
Tiny Homes	1.0	1.0	0.1	-	-
Living Assistance	0.5	0.5	-	-	-
Diversion Center	-	-	0.0	-	-
Medical Debt Extinguishment Program	1.0	-	-	1.00	-
Federally Qualified Health Center Assistance	1.0	-	-	1.00	-
Summer Youth	1.0	1.0	0.5	-	-
Employees Covid Healthcare	4.0	4.0	4.0	-	-
General Administration	0.9	0.9	0.5	-	-
Long Term Revolving Loan Program	3.9	3.9	3.9	-	-
Food Insecurity	4.8	5.1	4.5	-	0.00
Job Training	0.7	0.7	0.7	-	-
ERAP 2 & High Need	29.0	29.0	29.0	-	-
ERAP Additional Operational Costs	8.8	9.1	8.7	0.15	-
Vaccination and Testing - Shared Cost of FEMA Reimbursable Items 3Q22+	0.4	0.4	0.3	-	-
Grady Hospital	11.0	11.0	11.0	-	-
Testing Vaccination	2.8	1.3	0.9	-	0.00
Vaccine Incentive Program	0.5	0.4	0.4	-	-
Consolidated Appropriations Act	18.0	18.0	18.0	-	-
ERAP 1	18.0	18.0	18.0	-	-
ERAP Reallocation	67.0	67.0	67.0	-	-
ERAP 4	25.0	25.0	25.0	-	-
ERAP 5	25.0	25.0	25.0	-	-
ERAP 6	17.0	17.0	17.0	-	-
FEMA Related Expenses	29.5	29.5	29.4	-	-
Total	\$ 366.1	\$ 315.6	\$ 292.7	12.70	2.76
Reserve	\$ 16.6				



ARPA Reporting

Cash Flow Projection COVID-19 Response

In Millions \$

Uses of Funds		2021	2022	2023	2024	Total
A	EERF - General Fund	10.5		-	-	10.5
B	American Rescue Act	51.8	57.6	87.6	44.1	241.1
C	Consolidated Appropriations Act	17.4	0.6	-	-	18.0
D	ERAP Reallocation	-	67.0	-	-	67.0
E	FEMA Related Expenses	21.2	7.8	0.3	-	29.4
Projected Annual Uses		100.9	133.1	88.0	44.1	366.0
Sources of Funds		2021	2022	2023	2024	Total
A	EERF	10.5	16.4			26.9
B	American Rescue Act	128.4	103.4			231.8
	American Rescue Plan Act - Interest				9.5	9.5
C	Consolidated Appropriation Act	18.0				18.0
D	ERAP Reallocation	-	67.0			67.0
E	FEMA Reimbursement at 100% until 2Q 22/90% 3Q 22+	5.9	7.4	10.8	5.3	29.4
Projected Annual Sources		162.8	194.2	10.8	14.8	382.6
Cash Balance EOY - 100% FEMA Reimbursement		61.9	123.0	45.9	16.6	16.6



QUESTIONS



Financial/Performance Measures Update

Monthly Financial Report

General Fund Expenditure Analysis 2023 vs 2024 - May

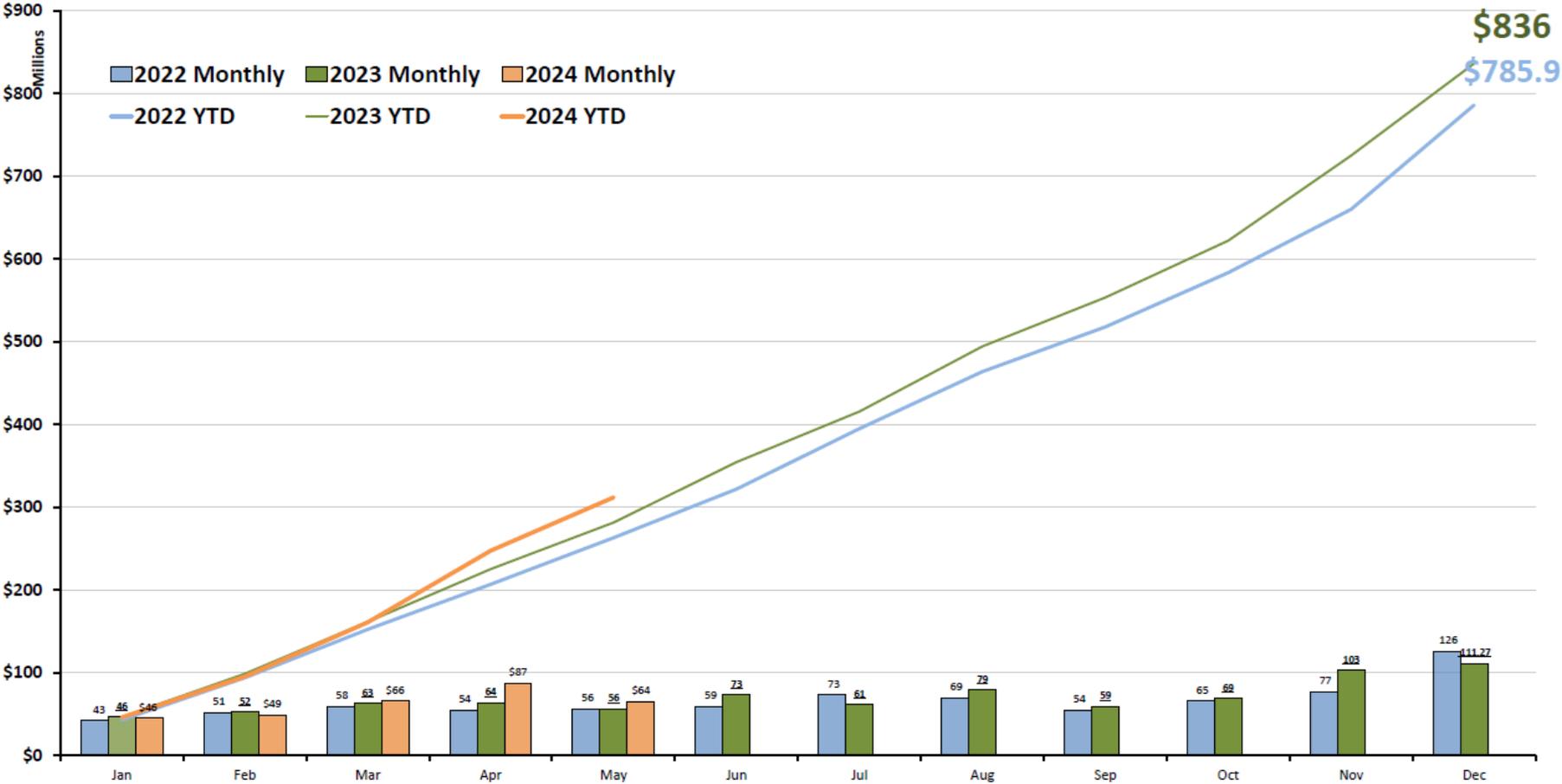
Department		2023			2024			(C/D)-(A/B)	% Change
		A	B	A/B	C	D	C/D		
		YTD 2023 Exp	2023 -Budget	%	YTD 2024 Exp	2024 Budget	%		
Arts & Culture	181	\$ 1,278,254	\$ 9,685,272	13%	\$ 1,552,800	\$ 7,631,578	20%	7%	
Behavioral Health	755	\$ 3,456,807	\$ 18,465,916	19%	\$ 4,222,730	\$ 18,607,401	23%	4%	
Board of Health	750	\$ 4,542,972	\$ 11,150,587	41%	\$ 4,573,991	\$ 11,150,587	41%	0%	
Child Attorney	237	\$ 1,449,364	\$ 3,680,718	39%	\$ 1,603,543	\$ 3,736,104	43%	4%	
Commission Districts	101	1,313,749	4,477,947	29%	\$ 1,488,663	\$ 4,245,631	35%	6%	
Community Development	121	1,254,418	14,654,332	9%	\$ 1,590,880	\$ 11,306,990	14%	6%	
County Attorney	235	2,074,998	5,069,994	41%	\$ 1,689,998	\$ 5,069,994	33%	-8%	
County Comm Clerk	110	388,204	1,323,704	29%	\$ 627,910	\$ 1,354,894	46%	17%	
County Manager	118	1,341,073	3,827,658	35%	\$ 1,472,668	\$ 4,058,114	36%	1%	
County Marshal	419	2,586,725	7,425,060	35%	\$ 2,852,902	\$ 7,769,055	37%	2%	
District Attorney	480	12,904,227	41,643,241	31%	\$ 14,393,146	\$ 36,646,261	39%	8%	
Diversity and Civil Rights	186	394,849	1,514,230	26%	\$ 537,675	\$ 1,677,587	32%	6%	
DREAM	520	13,814,359	39,377,818	35%	\$ 14,723,766	\$ 41,474,580	36%	0%	
Economic Development	120	315,738	871,850	36%	\$ 374,718	\$ 1,410,872	27%	-10%	
Emergency Management	335	2,010,508	5,664,486	35%	\$ 499,873	\$ 1,561,655	32%	-3%	
Emergency Services	333	1,881,825	3,516,628	54%	\$ 1,990,449	\$ 3,418,235	58%	5%	
External Affairs	130	1,027,918	2,926,775	35%	\$ 1,057,656	\$ 2,821,515	37%	2%	
Family & Children's Services	620	522,963	1,684,840	31%	\$ 93,949	\$ 1,684,840	6%	-25%	
Finance	210	2,573,298	7,706,489	33%	\$ 2,665,147	\$ 7,916,858	34%	0%	
Grady Hospital	730	20,696,570	49,813,841	42%	\$ 20,697,366	\$ 50,601,313	41%	-1%	
HIV Elimination	270	40,748	190,432	21%	\$ 36,507	\$ 139,459	26%	5%	
Human Resources	215	1,901,451	5,832,639	33%	\$ 2,303,722	\$ 6,340,229	36%	4%	
Information Technology	220	14,204,599	35,149,309	40%	\$ 12,953,033	\$ 38,309,838	34%	-7%	
Juvenile Court	405	6,220,853	16,927,218	37%	\$ 6,478,073	\$ 16,845,058	38%	2%	
Library	650	10,041,554	30,496,143	33%	\$ 12,145,801	\$ 30,554,505	40%	7%	
Magistrate Court	422	1,863,177	4,978,110	37%	\$ 2,094,599	\$ 4,645,677	45%	8%	
Medical Examiner	340	2,277,211	6,457,310	35%	\$ 2,507,243	\$ 6,608,673	38%	3%	
Non-Agency	999	44,051,924	210,833,239	21%	\$ 50,186,381	\$ 234,670,617	21%	0%	
Office of the County Auditor	119	504,507	1,410,358	36%	\$ 579,514	\$ 1,410,358	41%	5%	
Police	320	4,007,748	10,648,533	38%	\$ 4,502,805	\$ 12,975,507	35%	-3%	
Probate Court	410	1,515,148	6,318,377	24%	\$ 2,034,534	\$ 5,683,601	36%	12%	
Public Defender	490	9,390,215	25,377,575	37%	\$ 11,106,460	\$ 26,410,527	42%	5%	
Public Works	540	208,333	500,000	42%	\$ 166,667	\$ 500,000	33%	-8%	
Purchasing	230	1,669,951	4,959,943	34%	\$ 1,681,940	\$ 4,871,926	35%	1%	
Regis & Elect	265	2,561,636	8,553,165	30%	\$ 9,984,684	\$ 39,181,842	25%	-4%	
Senior Services	183	10,954,809	27,669,727	40%	\$ 9,707,035	\$ 28,408,575	34%	-5%	
Sheriff	330	50,939,212	142,706,567	36%	\$ 56,307,269	\$ 146,384,724	38%	3%	
State Court-All Judges	421	2,469,233	6,893,734	36%	\$ 2,637,871	\$ 6,900,659	38%	2%	
State Court-General	420	2,850,670	8,809,769	32%	\$ 3,230,432	\$ 8,700,422	37%	5%	
State Court-Solicitor	400	4,039,751	12,516,397	32%	\$ 4,871,393	\$ 13,040,495	37%	5%	
Superior Court-All judges	451	3,664,459	9,720,397	38%	\$ 4,086,511	\$ 9,824,079	42%	4%	
Superior Court-Clerk	470	7,870,494	21,820,092	36%	\$ 9,248,173	\$ 21,942,346	42%	6%	
Superior Court-General	450	8,122,503	23,398,655	35%	\$ 9,422,423	\$ 24,420,117	39%	4%	
Tax Assessor	240	7,025,508	22,146,677	32%	\$ 7,189,244	\$ 21,943,164	33%	1%	
Tax Commissioner	245	7,213,973	18,747,272	38%	\$ 7,648,602	\$ 19,253,694	40%	1%	
Grand Total		\$ 281,438,484	\$ 897,543,024	31%	\$ 311,820,744	\$954,110,157	33%	1.3%	

C/D Color Legend
42% of the Year (May)



Monthly Financial Report

Monthly and Cumulative Expenditures for the General Fund 2022 2023 and 2024



Monthly Financial Report

Personnel Vacancy Analysis 2024 -May - Full Time Permanent Positions

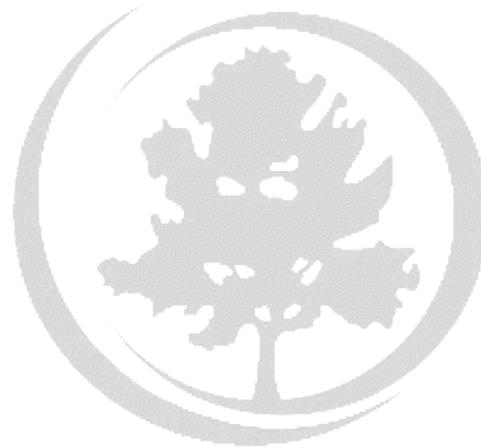
Department	FY24 YTD Expense	FY24 Budget	Personnel Count and Vacancies / Full Time Permanent						
			Perm. Pos.	2024					Avg. Vac.TD
				Jan	Feb	Mar	Apr	May	
Commission Districts	1,409,010	3,438,264	27				3	3	11%
County Comm Clerk	448,932	1,005,135	9				0	0	0%
County Manager	1,382,470	3,418,597	20				3	3	15%
County Auditor	547,384	1,270,191	8				0	0	0%
Community Development	1,155,086	2,649,584	25				4	4	16%
External Affairs	894,331	2,124,933	18				0	0	0%
Arts & Culture	1,259,611	2,890,019	29				2	2	7%
Senior Services	3,759,826	9,691,392	114				11	12	10%
Diversity and Civil Rights	499,264	1,344,583	12				1	0	4%
Finance	2,565,250	6,534,355	65				14	15	22%
Human Resources	2,179,910	5,135,647	45				6	6	13%
IT	7,096,027	16,494,230	123				20	21	17%
Purchasing	1,609,227	4,015,023	38				6	6	16%
Child Attorney	1,558,953	3,559,153	23				0	0	0%
Tax Assessor	6,427,246	16,314,876	190				26	23	13%
Tax Commissioner	6,540,095	15,636,478	190				10	10	5%
Regis & Elect	2,453,212	6,972,917	43				6	5	13%
HIV Elimination	36,507	131,459	1				0	0	0%
Police	2,359,816	6,083,506	69				14	14	20%
Sheriff	39,719,187	91,981,383	966				140	144	15%
Emergency Services	678,947	1,554,072	15				2	0	7%
Emergency Management	418,107	1,244,145	9				2	2	22%
Medical Examiner	2,318,756	5,293,050	43				3	2	6%
State Court-Solicitor	4,525,169	11,866,430	104				9	12	10%
Juvenile Court	5,883,709	14,891,895	150				20	18	13%
Probate Court	1,862,131	4,654,825	52				6	5	11%
County Marshal	2,575,381	6,691,940	70				10	9	14%
State Court-General	2,836,238	6,982,770	68				5	6	8%
State Court-All Judges	2,600,237	6,560,122	40				2	3	6%
Magistrate Court	2,019,036	4,061,446	21				6	4	24%
Superior Court-General	7,571,432	18,322,245	194				17	14	8%
Superior Court-Alljudges	3,939,461	9,179,066	80				1	1	1%
Superior Court-Clerk	8,045,945	19,398,657	206				20	15	8%
District Attorney	13,145,212	31,063,630	268				20	15	7%
Public Defender	10,109,164	24,039,968	163				8	1	3%
DREAM	5,811,918	15,222,717	182				33	32	18%
Library	9,663,021	24,119,041	300				35	34	12%
Behavioral Health	1,197,117	3,879,455	53				20	21	39%
Non-Agency	26,306,377	65,775,022	0				0	0	#DIV/0!
Economic Development	270,172	780,885	6				1	1	17%
Grand Total	\$ 195,678,873	\$ 476,273,107	4039				486	463	12%



*Vacant positions in the County's HR system as of 6/3/2024. Does not include an internal department reconciliation of positions which may include active job offers, FMLA, military leave and other off-payroll positions.



QUESTIONS



Monthly Emergency Purchase Orders & Monthly CM Contract Approval

EMERGENCY PURCHASE ORDERS AND CONTRACTS

FULTON COUNTY EMERGENCY PROCUREMENTS 5/7/2024 – 6/20/2024

Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Amount
5/20/2024	To provide critical uninterrupted power supply (UPS) to avoid disruptions caused by power failures to ensure continued operation and safety of critical data management systems for County facilities	DREAM	EOLA Power, LLC	\$120,000.00
5/23/2024	To replace the existing evidence dyer that is used for the preservation of homicide evidence	Medical Examiner	Tritech Forensics	\$11,916.22

County Manager Contract Approvals Less Than \$100K

DATE	CONTRACTOR/VENDOR NAME	CONTRACT PURPOSE	DEPARTMENT	AMOUNT
6/18/2024	Sensei Project Solutions, Inc.	Program & Project Management Platform Tool	Information Technology	\$53,100.00
6/13/2024	Youth Advocate Programs, Inc.	Credible Messenger Program - Offender Alumni Association	Juvenile Court	\$25,000.00
5/30/2024	Disinfectant Solutions of Atlanta, LLC	Industrial Cleaning and Coating Warehouse Floors	Public Works	\$27,922.69
5/30/2024	Brooks Environmental Solutions, LLC	Medical Waste Removal - Hazardous	Medical Examiner	\$11,975.00
5/30/2024	GPS Monitoring & Tracking Services, LLC	Electronic Location Monitoring via Ankle and Wrist	Superior Court Administration	per day/per person fee for Alcohol Monitoring
5/30/2024	Moore Business dba More Business	Marketing and Printing Services	Library	\$43,801.95
5/29/2024	Yankee Book Peddler, Inc. dba Gobi Library Solutions from EBSCO	Special Collections for the Auburn Avenue Library	Library	\$60,858.27
5/28/2024	InGenesis, Inc.	Temporary Staffing Services to assist with general accounting, reconciliations	Finance	\$20,438.40
5/24/2024	Shaga Consulting & Recruiting, Inc	Temporary Staffing Services to provide PRN services CAN & LPN	Senior Services	\$33,875.12
5/24/2024	Blinds for Less, LLC	Venetian Mini Blind Repair and Replacement Services	DREAM	\$15,000.00
5/26/2024	Sweeping Corporation of America, LLC	Commercial Sweeper Services for Parking Lot	Public Works	\$4,200.00
5/21/2024	SSI Cards	Printing of Library Cards	Library	\$7,224.00



QUESTIONS



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0433

Meeting Date: 6/26/2024

Department

Real Estate and Asset Management

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

Request approval to amend an existing contract - Department of Real Estate and Asset Management, 22ITB132332C-GS(A), Solid Waste Disposal and Recycling Services Countywide in an amount not to exceed \$150,000.00 with Latham Home Sanitation Company, Inc. (Loganville, GA), to provide landfill solid waste disposal and single stream recycling services at the following County facilities; Central Warehouse, Animal Services Facility, and the Public Safety Training Center. Effective upon BOC approval through December 31, 2024.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This request is to amend the existing contract to add three (3) County facilities:

1. Fulton County Central Warehouse located at 5600 Campbellton-Fairburn Road, Atlanta, GA 30213

- 2. Fulton County Animal Services Facility located at 1251 Fulton Industrial Blvd, Atlanta, GA 30318
- 3. Fulton County Public Safety Training Center located at 1281 Fulton Industrial Blvd, Atlanta, GA 30331

Scope of Work: This contract furnishes all materials, labor, equipment, transportation, and appurtenances necessary for providing comprehensive countywide solid waste disposal and single stream recycling services. The Scope of Work consists of solid waste collection, transportation, and disposal services for the County’s facilities, and to support the ongoing operational needs for the disposal of construction and demolition waste, clearing and grubbing debris, municipal solid waste, and other routine waste materials.

In addition to the solid waste disposal, the contractors shall provide landfill/transfer station or other disposal facilities, such as dumpsters, roll off containers, single stream recycling collection and shredding services on an “as needed” basis to meet the essential operations of the County. This may require the solid waste contractor to operate on a variable or limited frequency to satisfy the additional solid waste needs of any Fulton County facility. The recycling will be conducted utilizing recycling 95-gallon containers.

Community Impact: The overall community impact on the community health would be unsanitary conditions throughout the County if solid waste is not properly disposed of. The addition of single stream packet recycling affords the surrounding communities to recycle without having to separate the waste. This applies to all districts.

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

Project Implications: This contract allows the Solid Waste Contractor’s to provide the collection and disposal of solid waste Countywide as well as single stream recycling services to the designated landfill sites.

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

Department Issues/Concerns: If this contract amendment is not approved, the Department will not be able to collect solid waste and recycling materials and provide disposal services from these three (3) additional County facilities.

Contract Modification

(A) Latham Home Sanitation Company, inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0240	4/13/22	\$441,600.00
Amendment No. 1	22-0578	8/17/22	\$40,000.00
1 st Renewal	22-0773	10/19/22	\$660,000.00

2 nd Renewal	23-0626	10/4/23	\$660,000.00
Amendment No. 2			\$150,000.00
Total Revised Amount			\$1,951,600.00

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

(A)

Contract Value: \$150,000.00
Prime Vendor: Latham Home Sanitation Company, Inc.
Prime Status: White Female Business Enterprise
Location: Loganville, GA
County: Gwinnett County
Prime Value: \$150,000.00 or 100.00%

Total Contract Value: \$150,000.00 or 100.00%
Total Certified Value: \$150,000.00 or 100.00%

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

- Exhibit 1: Amendment No. 2 to Form of Contract
- Exhibit 2: Performance Evaluation

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$441,600.00
Previous Adjustments: \$1,360,000.00
This Request: \$150,000.00
TOTAL: \$1,951,600.00

Grant Information Summary

Amount Requested: Cash
Match Required: In-Kind

Agenda Item No.: 24-0433

Meeting Date: 6/26/2024

Start Date:

Approval to Award

End Date:

Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5222-1175: General, Real Estate and Asset Management, Waste Disposal Services-
\$150,000.00

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: 12/31/2024
Cost Adjustment: N/A	Renewal/Extension Terms: N/A

Overall Contractor Performance Rating: 94

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2024

Report Period End:
3/31/2024

AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: **Latham Home Sanitation Company, Inc.**

Contract No. **21ITB132332C-GS (A), Solid Waste Disposal and Recycling Services Countywide**

Address: **7756 B Hampton Place**
City, State **Loganville, GA 30052**

Telephone: **(770) 554-0455**

E-mail: ricjarvis@gmail.com

Contact: **Richard F. Jarvis**
Vice President

W I T N E S S E T H

WHEREAS, Fulton County (“County”) entered into a Contract with **Latham Home Sanitation Company, Inc.**, to provide Solid Waste Disposal and Recycling Services Countywide, dated 1st day of April 2022, on behalf of the **Department of Real Estate and Asset Management**; and

WHEREAS; the purpose of this amendment is adding three (3) additional County facilities: Fulton County Central Warehouse, Fulton County Animal Services Facility, and the Fulton County Public Safety Training Center, to provide solid waste disposal and recycling services for Fulton County facilities.

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on **June 26, 2024, BOC Items #24-**.

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

This Amendment No. 2 to Form of Contract is effective as of the 5th day of June 2024, between the County and **Latham Home Sanitation Company, Inc.**, who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To add three (3) additional County facilities: Fulton County Central Warehouse located at 5600 Campbellton-Fairburn Road, Atlanta, GA 30213, Fulton County Animal Services Facility

located at 1251 Fulton Industrial Blvd, Atlanta, GA 30318, and the Fulton County Public Safety Training Center located at 1281 Fulton Industrial Blvd, Atlanta, GA 30331, to provide Solid Waste Disposal and Recycling Services Countywide, effective upon BOC approval, through December 31, 2024.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$150,000.00** (One Hundred and Fifty Thousand Dollars and Zero Cents).
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 THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

**LATHAM HOME SANITATION
COMPANY, INC.**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Richard F. Jarvis,
Vice President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

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

Commission Expires: _____

(Affix Notary Seal)

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

Performance Evaluation Details

ID	E5
Project	Solid Waste Disposal and Recycling Services Countywide
Project Number	22ITB132332C-GS
Supplier	Latham Home Sanitation Company Inc
Supplier Project Contact	Ric F Jarvis (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2024 to 03/31/2024
Effective Date	05/07/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	05/07/2024 06:52 AM EDT
Completion Date	05/07/2024 06:52 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

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

20/20

Rating

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

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

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

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0434

Meeting Date: 6/26/2024

Department

Real Estate and Asset Management

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

Request approval to increase the spending authority - Department of Real Estate and Asset Management, 21RFP130049C-CG, Landfill Post Closure Services in an amount not to exceed \$150,000.00 with Atlantic Coast Consulting, Inc. (Roswell, GA), to provide the required Georgia Department of Natural Resources, Environmental Protection Division (EPD) Underground Storage Tank (UST) regulatory inspections for the nine (9) identified County owned UST facilities and to provide additional landfill site maintenance/repairs to the detention pond located at Morgan Falls Landfill. Effective upon BOC approval.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background : The proposed increase in spending authority is being requested to cover the costs to provide the required EPD UST regulatory inspections for the nine (9) identified Fulton County owned UST facilities and to provide additional landfill site maintenance/repairs to the detention pond located at Morgan Falls Landfill.

1. UST Regulatory Inspections:

Fulton County currently owns and operates nine (9) UST facilities. Atlantic Coast Consulting, Inc. will ensure each UST facility maintains EPD compliance status by conducting regulatory inspections, assisting in maintaining records, and assist the County to complete annual tank registrations for each facility and will work with Fulton County to maintain other required UST documentation. Also, provide additional services by assisting Fulton County to respond to the EPD regarding UST compliance issues.

Fulton County Facilities	
1	Big Creek Water Reclamation Plant
2	Fulton County Public Works Department (Executive Airport)
3	Fulton County North Annex
4	Fulton County South Annex
5	Fulton County Central Maintenance
6	Water Resources Operation Center
7	DREAM Grounds Facility
8	Fulton County Jail
9	Fulton county Government Center

2. Additional Landfill Site Maintenance/Detention Pond Repairs:

The detention pond at the Morgan Falls landfill has experienced a significant amount of erosion and is no longer operating as designed. Since the landfill is closed and stabilized, the pond is no longer necessary and can be removed. The Contractor will evaluate and provide hydrology calculations for pond removal and this will allow the stormwater to flow naturally through the affected area.

Project Costs:

	Task Description	Costs
1	UST Regulatory Inspections	\$50,000.00
2	Additional Landfill Site Maintenance/Detention Pond Repairs	\$100,000.00
	Project Total	\$150,000.00

Scope of Work: This contract provides all necessary professional services, project management, and administrative support to implement the post closure care services for the scope of work as indicated in the following areas:

- A. Project Management, Scheduling, Recordkeeping and Reporting
- B. Implementation of Health and Safety Programs

- C. Landfill Compliance Inspections
- D. Landfill Gas System (LFG) Management
- E. Methane Monitoring and Reporting
- F. Groundwater and Surface Water Monitoring and Reporting
- G. Landfill Maintenance at Merk/Miles and Morgan Falls Landfills

All work shall be performed in compliance with the guidelines set forth by the GA EPD.

Community Impact: Without this contract, the County's citizens would experience serious hazardous odors coming from the landfills that could be a health hazard.

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

Project Implications: The County would face serious penalties from the Georgia EPD.

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

Department Issues/Concerns: If this increase in spending authority is not approved, the County will not have the ability to perform the UST Regulatory Inspections of the nine (9) UST facilities and providing additional landfill site maintenance/repairs to the detention pond located at Morgan Falls Landfill. The County would be in violation with the Environmental Protection Agency.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0965	12/1/21	\$646,700.00
Increase Spending Authority No. 1	22-0638	9/7/22	\$75,000.00
1st Renewal	22-0628	9/7/22	\$696,700.00
Increase Spending Authority No. 2	23-0554	8/16/23	\$155,000.00
2 nd Renewal	23-0677	10/4/23	\$746,700.00
Increase Spending Authority No. 3			\$150,000.00
Total Revised Amount			\$2,470,100.00

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

Contract Value: \$150,000.00

Prime Vendor: Atlantic Coast Consulting, Inc
Prime Status: Non-Minority
Location: Roswell, GA
County: Fulton County
Prime Value: \$90,000.00 or 60.00%

Subcontractor: BMS Enterprise

Agenda Item No.: 24-0434

Meeting Date: 6/26/2024

Subcontractor Status: African American Male Business Enterprise
Location: Conyers, GA
County: Rockdale County
Subcontractor Value: \$60,000.00 or 40.00%

Total Contract Value: \$150,000.00 or 100.00%
Total Certified Value: \$60,000.00 or 40.00%

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

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

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$646,700.00
Previous Adjustments: \$1,673,400.00
This Request: \$150,000.00
TOTAL: \$2,470,100.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

Agenda Item No.: 24-0434

Meeting Date: 6/26/2024

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

Funding Line 2:

100-520-5222-1160: General, Real Estate and Asset Management, Professional Services-
\$50,000.00

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: N

Overall Contractor Performance Rating:82

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2023

Report Period End:
6/30/2023

AMENDMENT NO. 3 TO FORM OF CONTRACT

Contractor: **Atlantic Coast Consulting, Inc.**

Contract No. **21RFP130049C-CG, Landfill Post Closure Services**

Address: **1150 Northmeadow Pkwy, Suite 100**
City, State **Roswell, GA 300576**

Telephone: **(770) 594-5998**

E-mail: richie.deason@atlcc.net

Contact: **Richie Deason**
CEO/President

W I T N E S S E T H

WHEREAS, Fulton County (“County”) entered into a Contract with Atlantic Coast Consulting, Inc., to provide Landfill Post Closure Services, dated 1st day of January 2022, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS; the County wishes to amend the existing contract to increase the spending authority to cover the costs to provide the required Georgia Environmental Protection Division (EPD) Underground Storage Tank (UST) regulatory inspections for the nine (9) identified Fulton County owned UST facilities, and to provide additional landfill site maintenance/repairs to the detention pond located at Morgan Falls Landfill; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on June 26, 2024, BOC Items #24.

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

This Amendment No. 3 to Form of Contract is effective as of the 26th day of June 2024, between the County and Atlantic Coast Consulting, Inc., who agree that all Services specified will be performed in accordance with this Amendment No. 3 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To furnish all materials, labor, tools, equipment, transportation, and appurtenances necessary to provide the required Georgia Environmental Protection Division (EPD) Underground Storage Tank (UST) regulatory inspections for the nine (9) identified Fulton County owned UST

facilities and to provide additional landfill site maintenance/repairs to the detention pond located at Morgan Falls Landfill. All work shall be performed in compliance with the guidelines set forth by the Georgia Environmental Protection Division (EPD).

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$150,000.00 (One Hundred Fifty Thousand Dollars and No Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 3 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 3 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 3 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

**ATLANTIC COAST
CONSULTING, INC.**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Richie Deason,
CEO/President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

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

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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ATLANTIC COAST
CONSULTING, INC.

*Our work helps produce
a cleaner environment for all.*

May 13, 2024

Transmitted via email
anthony.spencer@fultoncountyga.gov

Mr. Anthony Spencer
Administrator, Fleet Maintenance-Solid Waste-Grounds-Fixed Assets
Department of Real Estate and Asset Management (DREAM)
Fulton County
141 Pryor Street
Suite G119
Atlanta, GA 30303

RE: Proposal for Fulton County UST Regulatory Inspections & Detention Pond Repairs
Fulton County, Georgia

Dear Mr. Spencer,

Atlantic Coast Consulting, Inc. (ACC) is pleased to present the Fulton County Department of Real Estate and Asset Management (DREAM) this proposal to complete the Georgia Environmental Protection Division (EPD) required Underground Storage Tank (UST) regulatory inspections for the Fulton County owned UST facilities and to provide a minor modification for the Morgan Falls Landfill to breach/remove a failing dam and provide repairs at a detention pond.

Scope of Work

UST Regulatory Inspections

Fulton County currently owns and operates nine UST facilities. The facilities are included in the table below. The table lists each UST facility name with the corresponding GEOS facility identification number assigned by EPD.

GEOS ID	FACILITY NAME
600235	- Big Creek Water Reclamation Plant
600248	- Fulton County Department of Aviation
600315	- Fulton County North Annex
600316	- Fulton County South Co Annex
9060122	- Fulton County Central Maintenance
9060171	- Water Resources Ops CTR
9060474	- Ground Department
9060773	- Fulton County Jail
9060774	- Fulton County Government Center

ACC will ensure each UST facility maintains EPD compliance status by conducting regulatory inspections, assisting in maintaining records, and working with subcontractors for additional

7414 Hodgson Memorial Drive, Suite 2B
Savannah, GA 31406
912.236.3471

11545 Wills Road, Suite 100
Alpharetta, GA 30009
770.594.5998

8848 Cedar Springs Lane, Suite 202
Knoxville, TN 37923
865.531.9143



inspections and any necessary repair work that is beyond ACC's capabilities. The types of inspections conducted and the types of records maintained will be determined by Georgia EPD's "UST Inspection Checklist" form. Either the "AFTER April 7, 2008" or "PRIOR April 7, 2008" UST Inspection Checklist form will be utilized depending upon the date the UST was installed for each facility.

ACC will assist Fulton County to complete annual tank registrations for each facility and will work with Fulton County to maintain other required UST documentation, such as UST Training Certificates A, B & C, as well as Financial Responsibility Status (proof of GUST fund payments). These documents are required for each UST facility.

ACC will provide additional services in the form of assisting Fulton County respond to comments from EPD regarding UST compliance issues. Additionally, ACC will provide a field technician to be onsite during inspections conducted by EPD, if given sufficient notice of upcoming inspections. Having an ACC representative onsite will provide insight to any required response to comments from said inspections.

[Additional Landfill Site Maintenance/Detention Pond Repairs](#)

A Detention pond at the Morgan Falls landfill has experienced a significant amount of erosion and is no longer operating as designed. Because the landfill is closed and stabilized, the pond is no longer necessary, and can be removed and stormwater allowed to flow naturally through this area. ACC personnel will evaluate any regulatory approvals needed (potential minor modification process), provide hydrology calculations for pond removal, and provide a drawing to illustrate pond removal and regrading of the area. This information will be used for an earthwork contractor to provide construction cost for pond removal and regrading, and complete the pond removal work.

Project Fee

Activities associated with the pond decommissioning include the tasks listed below and include a summary of the fee for each task.

Task Description	Fee
UST Regulatory Inspections	\$50,000
Additional Landfill Site Maintenance/Detention Pond Repairs	\$100,000
Project Total	\$150,000

Assumptions

In preparing this estimate and scope of work, ACC has made several assumptions necessary to complete the project:

- Monthly walkthrough work will take one day, per month, and will not be significantly delayed due to inclement weather;



- This proposal does not include costs for any repair work identified through inspections or any other means. Costs for repairs will be sent to Fulton County in the form of a proposal. Repair work will only commence through a notice to proceed from Fulton County;
- No remediation of contaminated soil or groundwater from UST suspected releases is included in this proposal;
- The landfill cap and/or waste will not be encountered, and additional fees may be required if either is encountered during excavation;
- The fee estimate for pond maintenance is for initial evaluation and engineering and may cover some or all of the construction cost to remove the pond. Once the initial engineering effort is complete, construction cost estimates will be solicited, and if additional fees are required for the construction effort, it will be discussed with Fulton County at that time.

If you have any questions about our scope or budget, please do not hesitate to contact us. ACC looks forward to the opportunity to work with you on this project.

Sincerely,

ATLANTIC COAST CONSULTING, INC

Harry M. Jones IV, P.G.

A handwritten signature in blue ink, appearing to read 'H.M. Jones IV', is written over the printed name. Below the signature, the title 'Project Manager' is printed.

cc: Shaista Begum, Fulton County (via email)
Project file: G029-101

Performance Evaluation Details

ID	E2
Project	Landfill Post Closure Services
Project Number	21RFP130049C-CG
Supplier	Atlantic Coast Consulting, Inc.
Supplier Project Contact	Kate Schlueter (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	08/01/2023
Evaluation Type	Formal
Interview Date	08/01/2023
Expectations Meeting Date	08/01/2023
Status	Completed
Publication Date	08/01/2023 07:56 AM EDT
Completion Date	08/01/2023 07:56 AM EDT
Evaluation Score	82

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 Atlantic Coast Consulting staff is expert in landfill operations and also possess all technical certification required to certify the reposts and deliverables for EPD on as needed basis. They provide effective management and testing for all landfill samples. County has access to all reports and information at all time needed for landfill Post Closure activities.

SCHEDULE

14/20

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

Comments Reports and projects have been submitted within the time frame specified by regulatory authorities to fulfill the requirements. Contractor is available on site within hours of any emergency/issue arise from weather or equipment. ACC has met all deadlines set by regulatory authorities.

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 Atlantic Coast Consulting (ACC) is very technical and professional in landfill gas management and post closure care. They are up to date on regulatory requirements and qualification. Quality of reports and data have been satisfactory and up to the market standards.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating Excellent: Co-operative and timely response to the User Department concerns.

Comments ACC has an open communication with County and respond with proper documentation within hours of any problem. They have full staff of technical personnel who are available by email or phone to answer any enquiries or request promptly.

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 Staff at ACC is up to date on industry practices and standards and comply all EPD changing requirements in timely manner. They are fully abreast as how to submit the reports and what format. They also provide great communication with EPD in order to manage the projects effectively.

GENERAL COMMENTS

Comments Staff at ACC is up to date on industry practices and standards and provide all information and invoicing in promptly and professionally. They have been meeting Environmental Protection Division requirements throughout their contract period. Staff is accessible and professional to support the county responsibility of providing post closure care of all closed landfills.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0435

Meeting Date: 6/26/2024

Department

Real Estate and Asset Management

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

Request approval to extend existing contract - Fulton County Library System, 10RFP04122K-DJ, Program Management Services for the Library Capital Improvement Program (FCLS-CIP) in the amount of \$260,783.56 with Heery/Russell - a joint venture (Atlanta, GA), comprised of CBRE Heery, Inc., and H.J. Russell and Company, Inc., to continue to provide without interruption Program Management Services for an additional four (4) month period in order to complete Phase II library renovation and expansion projects. Effective dates: July 1, 2024, through October 31, 2024.

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)*

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 to extend existing contract for an additional four (4) months in order to provide continued, without disruption, Program Management Services for the completion of Phase II Library construction projects and miscellaneous modifications.

Scope of Work: The Fulton County Library System request approval to extend the current time

frame for the awarded Program Management Team (PMT), Heery/Russell, a joint venture, and extend services related to Program Management of the Phase II library renovation and construction projects for a period of four (4) months beginning July 1, 2024 and ending October 31, 2024.

Program Management Services begins during the initial planning phase of each project and continues through construction close-out and warranty periods for newly renovated facilities. As currently contracted, the PMT has oversight responsibilities for each renovated or expanded library project. They monitor, direct, check, review and comment on design and construction performed by others. In collaboration with the Owner's Representative Team, which will consist of staff from the Library, the Department of Real Estate and Asset Management (DREAM), Risk Management, Purchasing & Contract Compliance, Department of Information Technology (DoIT) and County Auditors, the PMT will maintain primary responsibility for coordination, cost estimating, planning management and implementation of controls to ensure projects remain on the approved critical path schedule and for the successful construction and delivery of each library project.

Under the direction of County staff, the PMT will remain responsible for:

- a. Renovation of Peachtree and MLK, Jr. Libraries and expansion of East Point Library.
- b. Project scheduling.
- c. Ongoing Master and Project Budget management.
- d. Preparation of criteria and development of Requests for Proposal for design/build teams; estimators and schedulers, as may be required.
- e. Management of renovation and/or expansion projects.
- f. Transitioning of projects to Fulton County for re-opening and occupancy.
- g. Project controls.
- h. Project close-out.
- i. Cost estimating.
- j. Record keeping.

The PMT will not be eligible to compete for any design services on any of the library projects, nor be allowed to participate on any construction, construction management or design/build team under this Capital Improvement Program.

Extending the PMT contract is advantageous for Fulton County. It allows the County to:

1. Maintain program and project knowledge and experience gained by working with the Fulton County Library System over the past 13.5 years.
2. Ensure project consistency in design, construction, project additions and enhancements.
3. Maintain program momentum. No lost time with a new procurement and start-up.
4. Minimize the learning of procedures and management systems.
5. Avoid duplication of services.

Community Impact: This request involves the renovation of libraries in communities across the County.

Department Recommendation: Department of Real Estate and Asset Management recommends approval on behalf of the Fulton County Library System.

Project Implications: The cost of the requested service will be funded using Library Bond funds; therefore, it will not impact the County, DREAM or Library operations.

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

Department Issues/Concerns: If this contract extension is not approved, the County does not have the capacity to perform Program Management Services required to complete numerous other library construction items.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	10-0880	9/1/10	\$3,334,928.00
Amendment No. 1	12-1143	12/19/12	\$328,760.00
Amendment No. 2	13-0910	10/16/13	\$729,582.50
1st Renewal	13-0911	10/16/13	\$551,278.68
2 nd Renewal	14-0724	9/17/14	\$1,198,609.00
Extension No. 1	15-0973	11/4/15	\$1,400,000.00
Amendment No. 3	16-0995	11/2/16	\$149,913.29
Extension No. 2	16-0996	11/2/16	\$636,545.20
Amendment No. 4	20-0255	4/15/20	\$1,934,509.04
Amendment No. 5	21-0308	4/21/21	\$492,246.81
Extension No. 3	21-1033	12/15/21	\$344,722.60
Extension No. 4	22-0402	6/1/22	\$400,091.70
Extension No. 5	22-0941	12/7/22	\$882,588.07
Name Change	23-0377	6/7/23	0.00
Extension No. 6	23-0889	12/6/23	\$508,816.42
Extension No. 7			\$260,783.56
Total Revised Amount			\$13,153,374.87

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

Contract Value: \$260,783.56

Prime Vendor: CBRE Heery/Russell (JV)
Prime Status: CBRE Heery - Non-Minority
 H.J. Russell -African American Male

Business Enterprise
Location: Atlanta. GA
County: Fulton County

Prime Value: \$260,783.56 or 100.00%
Heery - \$132,999.62 or 51.00%
Russell - \$127,783.94 or 49.00%

Total Contract Value: \$260,783.56 or 100.00%
Total M/FBE Value: \$127,783.94 or 49.00%

Exhibits Attached

Exhibit 1: Extension No. 7 to Form of Contract

Exhibit 2: Contractor's Performance 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: \$3,334,928.00
Previous Adjustments: \$9,557,663.31
This Request: \$260,783.56
TOTAL: \$13,153,374.87

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

573-650-6500-L039: Library Bond Capital Phase 2, Library, East Point Expansion- \$260,783.56

Agenda Item No.: 24-0435

Meeting Date: 6/26/2024

Key Contract Terms	
Start Date: 7/1/2024	End Date: 10/31/2024
Cost Adjustment:	Renewal/Extension Terms: Additional 4 months period

Overall Contractor Performance Rating: 91

Would you select/recommend this vendor again?

Yes

Report Period Start:
5/9/2024

Report Period End:
5/29/2024

EXTENSION NO. 7 TO FORM OF CONTRACT

Contractor: **Heery/Russell, a Joint Venture**

Contract No. **10RFP04122K-DJ, Program Management Services for Fulton County Library System Capital Improvement Program, Phase II**

Address: **3550 Lenox Road, Suite 2300**
City, State **Atlanta, GA 30326**

Telephone: **(404) 946-2055**

E-mail: rob.chomiak@cbre.com

Contact: **Rob Chomiak**
Senior Managing Director

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **Heery/Russell (a Joint Venture)** to provide Program Management Services for Fulton County Library System Capital Improvement Program, dated September 1, 2010, on behalf of the Atlanta Fulton County Library; and

WHEREAS, the County wishes to extend the subject contract, with all terms and conditions unchanged, for an additional four (4) months period from July 1, 2024, through October 31, 2024, to continue to provide without disruption Program Management Services for the completion of project construction and project adds for Phase II library renovation and expansion projects; and

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

WHEREAS, this Extension was approved by the Fulton County Board of Commissioners on **June 26, 2024, BOC Item #24-**.

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

This Extension No. 7 to Form of Contract is effective as of the 1st day of July, 2024, between the County and **Heery/Russell, a Joint Venture (formerly Turner & Townsend Heery, LLC)**, who agree that all Services specified will be performed by in accordance with this Extension No. 7 to Form of Contract and the Contract Documents for an additional four (4) months period, with the contract ending as of 31th day of October, 2024.

1. **COMPENSATION:** The services herein shall be performed by Contractor for a

total amount not to exceed **\$260,783.56** (Two Hundred Sixty Thousand Seven Hundred and Eighty-Three Dollars and Fifty-Six Cents).

2. **LIABILITY OF COUNTY:** This Extension No. 7 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
3. **EFFECT OF EXTENSION NO. 7 TO FORM OF CONTRACT:** Except as modified by this Extension No. 7 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

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:

**HEERY/RUSSEL- A JOINT
VENTURE**

Rob Chomiak, PE, CCM
Senior Managing Director

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

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

ID	E7
Project	Program Management Services
Project Number	10RFP04122K-DJ
Supplier	CBRE
Supplier Project Contact	Michael Coleman (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	05/09/2024 to 05/29/2024
Effective Date	06/03/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	06/03/2024 11:58 AM EDT
Completion Date	06/03/2024 11:58 AM EDT
Evaluation Score	91

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

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

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

TECHNICAL SUPPORT DURING CONSTRUCTION

20/20

Rating

Outstanding: Expedited and thorough review of Contractor submissions at all times.

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

CBRE Heery/Russell, a joint venture has made and continues to make enormous contributions to the Library Capital Improvement Program (CIP) via program management. The project oversight and guidance provided by the CBRE Heery/Russell Program Management Team (PMT) has enabled Fulton County to successfully navigate numerous construction and project uncertainties. Everyone on the PMT is committed and work diligently to make each project a success.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0436

Meeting Date: 6/26/2024

Department

Information Technology

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

Request approval of a statewide contract - Fulton County Information Technology (FCIT), SWC98000 -MNS1-0000001102 GTA, Telecommunication Services in the amount of \$3,250,000.00 with AT&T Corporation, (Atlanta, GA) to provide telecommunication services and products Countywide. Effective dates: July 1, 2024, to December 31, 2024.

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

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 *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

This contract will provide telecommunication services including local telephone, long distance, conferencing, internet circuits, telecom systems maintenance, and other telecommunications services to the County at the best possible prices. Utilization of the GTA state pricing schedule will provide the County with the best savings for essential telecommunication services and maintenance.

Community Impact: Approval of this award will allow Fulton County to receive telecommunication services, support, and equipment at the contract approved prices, providing savings to the County. Also, it will allow FCIT to continue to modernize the technologies in the outlying facilities so everyone

in the County can use VoIP phones.

Department Recommendation: FCIT recommends approval of this award.

Project Implications: Approval of this award saves dollars for the County, while providing telecom circuits, switches, and services that are needed by the County.

Community Issues/Concerns: There are no community concerns with this project.

Department Issues/Concerns: There are no Department concerns with this project.

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

Contract Value: \$3,250,000.00

Prime Vendor: AT&T Corporation

Prime Status: Non-Minority

Location: Atlanta, GA

County: Fulton County

Prime Value: \$ 3,250,000.00 or 1000.00%

Total Contract Value: \$3,250,000.00 or 100.00%

Total Certified Value: \$0.00 or 0.00%

Exhibits Attached

Exhibit 1: GTA Direct Contract

Exhibit 2: AT&T Telecom Vendor Performance

Exhibit 3: AT&T GTA Amendment 6

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:	\$3,250,000.00
Previous Adjustments:	\$0.00
This Request:	\$3,250,000.00

Agenda Item No.: 24-0436

Meeting Date: 6/26/2024

TOTAL: \$6,500,000.00

Grant Information Summary

Amount Requested:	<input type="checkbox"/>	Cash
Match Required:	<input type="checkbox"/>	In-Kind
Start Date:	<input type="checkbox"/>	Approval to Award
End Date:	<input type="checkbox"/>	Apply & Accept
Match Account \$:		

Fiscal Impact / Funding Source

Funding Line 1:

100-999-S666-1493: General, Non-Agency, Network Telecom - \$3,250,000.00

Key Contract Terms	
Start Date: 7/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms:

OVERALL, Contractor Performance Rating: 70

Would you select/recommend this vendor again?

Yes

Report Period Start:
7/1/2024

Report Period End:
9/30/2024

**AMENDMENT No. 06 TO
MASTER SERVICES AGREEMENT FOR GTA DIRECT SERVICES
CONTRACT NUMBER 98000-GTA Direct-CONTRACT-4666-ATT**

This Amendment No. 06 (the “Amendment No. 06”) is made this 26 day of April, 2024, by and between the **GEORGIA TECHNOLOGY AUTHORITY** (“GTA”) and **AT&T CORP.** (“Service Provider”), a New York corporation (each a “Party” and, collectively the “Parties”).

WHEREAS, heretofore GTA and Service Provider entered into that certain Master Services Agreement for GTA Direct Services on October 26, 2020 and having contract number 98000-GTADirect-CONTRACT-4666-ATT as amended, with respect to certain services to be provided to GTA by Contractor, as more particularly described therein (the “MSA”):

WHEREAS, the MSA has been amended from time to time by mutual agreement of GTA and Service Provider as follows:

Amendment No. 01, entered into on September 24, 2020;
Amendment No. 02, entered into on November 30, 2020;
Amendment No. 03, entered into on May 21, 2021;
Amendment No. 04, entered into on December 12, 2022; and
Amendment No. 05, entered into on June 6, 2023

WHEREAS, the Parties wish to further amend the MSA to extend the term for an additional year.

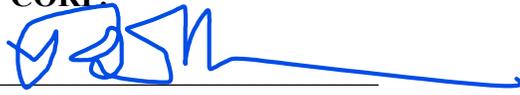
NOW, THEREFORE, in consideration of the promises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. Term. The MSA is hereby amended by extending the term from July 1, 2024 until June 30, 2025.
2. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the MSA.
3. Successors and Assigns. This Amendment No. 06 shall be binding upon and inure to the benefit of successors and permitted assigns of the Parties hereto.
4. Entire Agreement. Except as expressly modified by this Amendment No. 06, the MSA shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of the Parties. This Amendment No. 06 and the MSA, collectively, are the complete agreement of the Parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 06 to be duly executed by their authorized representatives as of the date set forth above.

AT&T CORP.

By: 

Name: Phil Nelson

Title: Cient Executive Director

Date: April 26, 2024

GEORGIA TECHNOLOGY AUTHORITY

DocuSigned by:
By: 
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Name: Mark Albright

Title: Customer Experience Officer

Date: 5/2/2024

Performance Evaluation Details

ID	E1
Project	Telecommunication Services in
Project Number	SWC98000- MNS1-0000001102 GTA
Supplier	A.T. Equipment Sales Corporation
Supplier Project Contact	George Tischler (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2023 to 09/30/2023
Effective Date	11/16/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/16/2023 08:47 AM EST
Completion Date	11/16/2023 08:47 AM EST
Evaluation Score	70

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 Overall performance by this vendor over the past year has been satisfactory – communication and availability are key areas that we have noticed are only average and need to be improved upon.

SCHEDULE

14/20

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

Comments Overall performance by this vendor over the past year has been satisfactory – communication and availability are key areas that we have noticed are only average and need to be improved upon.

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 performance by this vendor over the past year has been satisfactory – communication and availability are key areas that we have noticed are only average and need to be improved upon.

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 Overall performance by this vendor over the past year has been satisfactory – communication and availability are key areas that we have noticed are only average and need to be improved upon.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

14/20

Rating Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the the User Department’s satisfaction.

Comments Overall performance by this vendor over the past year has been satisfactory – communication and availability are key areas that we have noticed are only average and need to be improved upon.

GENERAL COMMENTS

Comments *Not Specified*



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0437

Meeting Date: 6/26/2024

Department

Information Technology

Requested Action

Request approval of a statewide contract-Information Technology, SWC98000-MNS1-0000001102 GTA, Telecommunication Services in the amount of \$932,943.50 with AT&T Corporation, (Atlanta, GA) to provide telecommunication services and products Countywide. Effective date July 1, 2024, through December 31,2024.

Requirement for Board Action

In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than \$100,000 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This request is to utilize the GTA Cooperative Agreement with AT&T to provide Wireless Mobile communication services and devices to all of Fulton County Government Departments and Agencies. Fulton County Information Technology anticipates use of the cooperative agreement through December 31, 2024.

Scope of Work: The services provided by use of the cooperative agreement will include the vendor providing mobile equipment, supplies, cellular network (Standard/Public Safety), in-building coverage and support for wireless voice and data services for Fulton County Government. The vendor is required to provide direct access to a Cellular Network of 5G or greater. The direct access will include a dedicated network for Public Safety staff that allows the County to escalate to preemption in the

event of an emergency. The vendor/service provider is required to ensure limited interruptions in service, given the critical nature of County services to include but not limited to Public Safety, Court Services, and various People services for both transition of new devices as well as daily operations. Additionally, the vendor will provide in-building coverage solutions to locations that have difficult wireless penetration. The current contract expires June 30, 2024. It is critical that approval be considered.

Community Impact: Wireless Mobile Communication services via cellular network provide Fulton County Staff a means to conduct operational and critical tasks directly and indirectly to Fulton County constituents

Department Recommendation: The Information Technology Department recommends approval to utilize the GTA Cooperative Agreement for AT&T.

Project Implications: The current contract with AT&T expires on June 30, 2024. Fulton County Information Technology is requiring use of the GTA Cooperative Agreement to provide Wireless Mobile services to Fulton County Departments/Agencies

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

Department Issues/Concerns: The current contract expires June 30, 2024 and is currently operating on an extension. It is critical that approval be considered and approved for use of the GTA Cooperative Agreement for AT&T that will allow the County to resume services without interruption

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

Contract Value: \$932,943.50

Prime Vendor: AT&T Corporation

Prime Status: Non-Minority

Location: Atlanta, GA

County: Fulton County

Prime Value: \$932,943.50 or 100.00%

Total Contract Value: \$932,943.50 or 100.00%

Total Certified Value: \$0.00 or 0.00%

Exhibits Attached

Exhibit 1: Cooperative Purchasing Statewide GSA Use Justification Form

Exhibit 2: Performance Evaluation

Contact Information

Kevin Kerrigan, Chief Information Officer, Information Technology, 404-612-0057

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
 Previous Adjustments: \$0.00
 This Request: \$932,943.50
 TOTAL: \$932,943.50

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

Each agency will utilize identified funds for wireless equipment and services for Object Code 1494 - Mobile Telephone”

Key Contract Terms	
Start Date: 7/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: 70

Would you select/recommend this vendor again?

Yes

Report Period Start: 7/1/2024
Report Period End: 9/30/2024

**AMENDMENT No. 15 TO
GEORGIA TECHNOLOGY AUTHORITY
ENTERPRISE AGREEMENT FOR
SERVICES AND DEVICES TO PROVIDE THE SERVICE
CONTRACT NUMBER 9800-GTA794-A**

This Amendment No. 15 (“Amendment No. 15”) is made this 24th day of April 2024, by and between the **GEORGIA TECHNOLOGY AUTHORITY** (“GTA”) and **AT&T MOBILITY NATIONAL ACCOUNTS LLC**, a Georgia based limited liability company (“Contractor”).

WHEREAS, heretofore GTA and Contractor entered into that certain Enterprise Agreement for Services and Devices to Provide the Service with contract number 9800-GTA794-A on December 30, 2013 with respect to certain services to be provided to GTA by Contractor, as more particularly described therein (the “Enterprise Agreement”).

WHEREAS, the Enterprise Agreement has been amended from time to time by mutual agreement of GTA and Contractor as follows:

Amendment No. 1, April 3, 2017;
Amendment No. 2, Not used/Omitted.
Amendment No. 3, June 8, 2017;
Amendment No. 4, August 17, 2017;
Amendment No. 5, February 23, 2018;
Amendment No. 6, October 25, 2018;
Amendment No. 7, July 15, 2019;
Amendment No. 8, March 1, 2020;
Amendment No. 9, April 1, 2020;
Amendment No. 10, May 1, 2020;
Amendment No. 11, June 3, 2020;
Amendment No. 12, May 1, 2021;
Amendment No. 13, May 28, 2021: and
Amendment No. 14, June 17, 2022

WHEREAS, the Parties wish to further amend the Enterprise Agreement to extend the term for an additional year.

NOW, THEREFORE, in consideration of the premises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. Term and Renewal. The Enterprise Agreement is hereby amended by extending the Term from July 1, 2024 until June 30, 2025.
2. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Enterprise

Agreement.

- 3. Successors and Assigns. This Amendment No. 15 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 No. 15, the Enterprise Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of the Parties. In the event of any inconsistencies between the Enterprise Agreement and this Amendment No. 15, the terms of this Amendment No. 15 shall control. This Amendment No. 15 and the Enterprise Agreement, collectively, are the complete agreement of the Parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 15 to be duly executed by their authorized representatives as of the date set forth above.

**AT&T MOBILITY NATIONAL
ACCOUNTS LLC**

**GEORGIA TECHNOLOGY
AUTHORITY**

By: Jack Wildermuth

DocuSigned by:
By: Mark Albright
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Name: Jack Wildermuth

Name: Mark Albright

Title: Senior Contract Manager

Title: Customer Experience Officer

Date: April 24, 2024

Date: 5/2/2024

Performance Evaluation Details

ID	E1
Project	Telecommunication Services in
Project Number	SWC98000- MNS1-0000001102 GTA
Supplier	A.T. Equipment Sales Corporation
Supplier Project Contact	George Tischler (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2023 to 09/30/2023
Effective Date	11/16/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/16/2023 08:47 AM EST
Completion Date	11/16/2023 08:47 AM EST
Evaluation Score	70

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 Overall performance by this vendor over the past year has been satisfactory – communication and availability are key areas that we have noticed are only average and need to be improved upon.

SCHEDULE

14/20

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

Comments Overall performance by this vendor over the past year has been satisfactory – communication and availability are key areas that we have noticed are only average and need to be improved upon.

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 performance by this vendor over the past year has been satisfactory – communication and availability are key areas that we have noticed are only average and need to be improved upon.

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 Overall performance by this vendor over the past year has been satisfactory – communication and availability are key areas that we have noticed are only average and need to be improved upon.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

14/20

Rating Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the the User Department’s satisfaction.

Comments Overall performance by this vendor over the past year has been satisfactory – communication and availability are key areas that we have noticed are only average and need to be improved upon.

GENERAL COMMENTS

Comments *Not Specified*



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0438

Meeting Date: 6/26/2024

Department

Purchasing & Contract Compliance

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

Request approval of an ordinance to amend Chapter 102 (Administration), Article V (Purchases and Contracts), Division 1 (General Provisions), Section 102-351 (Definitions) and Division 3 (Source Selection and Contract Formation), Section 102-373 (Competitive Sealed Bidding) of the Fulton County Code of Ordinances to alter the public notice requirements for advertisements inviting responses to Fulton County solicitations to permit, but not require, such advertisements to be published in the County's legal organ; and for other purposes.

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: Fulton County's legal organ changed, effective January 1, 2024, from the *Fulton County Daily Report* to the *South Fulton Neighbor*. The Fulton County Purchasing Ordinance includes public notice requirements for solicitations.

The laws of the State of Georgia that reference a county's use of legal organ to advertise solicitations do not require its use, but rather mention it in a list of alternatives for public notification. The Department of Purchasing and Contract Compliance wishes to utilize the other permitted alternatives to meet the public notice requirement as provided by state law.

Exhibits Attached

Exhibit 1: Ordinance

Agenda Item No.: 24-0438

Meeting Date: 6/26/2024

Exhibit 2: Code Section 102-351, Definitions

Exhibit 3: Code Section 102-373, Competitive Sealed Bidding

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

Felicia Strong-Whitaker, Chief Purchasing Agent, Purchasing & Contract Compliance, (404) 612-5800

1 AN ORDINANCE TO AMEND CHAPTER 102 (ADMINISTRATION), ARTICLE V
2 (PURCHASES AND CONTRACTS), DIVISION 1 (GENERAL PROVISIONS),
3 SECTION 102-351 (DEFINITIONS) AND DIVISION 3 (SOURCE SELECTION AND
4 CONTRACT FORMATION), SECTION 102-373 (COMPETITIVE SEALED BIDDING)
5 OF THE FULTON COUNTY CODE OF ORDINANCES TO ALTER THE PUBLIC
6 NOTICE REQUIREMENTS FOR ADVERTISEMENTS INVITING RESPONSES TO
7 FULTON COUNTY SOLICITATIONS TO PERMIT, BUT NOT REQUIRE, SUCH
8 ADVERTISEMENTS TO BE PUBLISHED IN THE COUNTY’S LEGAL ORGAN; AND
9 FOR OTHER PURPOSES.

10
11 WHEREAS, public advertisement of solicitations for Fulton County contracts is
12 necessary to ensure competition in the procurement and award of such contracts; and

13 WHEREAS, one means of ensuring that important information from Fulton
14 County is publicly available, including the procurement process and any instructions to
15 interested parties, is through the use of newspaper meeting the requirements to be a
16 “legal organ” as detailed in O.C.G.A. § 9-13-142; and

17 WHEREAS, Fulton County’s legal organ changed, effective January 1, 2024,
18 from the *Fulton County Daily Report* to the *South Fulton Neighbor*; and

19 WHEREAS, the cost to advertise solicitations in the *South Fulton Neighbor* is
20 more than the cost to advertise in the *Fulton County Daily Report* was and the lead time
21 for submitting advertisements in the *South Fulton Neighbor* is longer than it was to
22 submit advertisements in the *Fulton County Daily Report*; and

23 WHEREAS, having considered the matter, the Department of Purchasing and
24 Contract Compliance wishes to utilize the other permitted alternatives to meet the public
25 notice requirement as provided by state law; and

26 WHEREAS, O.C.G.A. §§ 36-91-20 (“Contracts to be in writing and available for
27 public inspection; competitive bids or proposals; notice; addenda; prequalification of
28 prospective bidders”) and 36-80-27 (“Advertisement in the Georgia Procurement

29 Registry”) provides for solicitations to be advertised by other methods outside of
30 advertisement in the legal organ of a county; and

31 **WHEREAS**, the laws of the State of Georgia that reference a county’s use of
32 legal organ to advertise solicitations do not require its use, but rather mention it in a list
33 of alternatives for public notification; and

34 **WHEREAS**, Fulton County Code of Ordinances Section 102-351 currently
35 defines “advertisement” as meaning “public notice inviting bids or proposals on a
36 specified project” and requires that all “projects shall be published in the county’s legal
37 organ and on the Fulton County website under ‘Bid Opportunities’”; and

38 **WHEREAS**, Fulton County Code of Ordinances Section 102-373(b)(1) currently
39 requires that, in addition to being posted on a website of Fulton County or a website
40 designated by Fulton County for inviting bids, the Department of Purchasing and
41 Contract Compliance “shall place an advertisement inviting bids in the county’s legal
42 organ and in any other medium”; and

43 **WHEREAS**, having considered the matter, the Department of Purchasing and
44 Contract Compliance wishes to utilize the other permitted alternatives to meet the public
45 notice requirement for solicitations as provided by state law; and

46 **WHEREAS**, the Board of Commissioners finds that it is in the best interest of the
47 public to amend Section 102-351 and Section 102-373 of the Fulton County Code to
48 remove the requirement that County solicitations be advertised in the County legal
49 organ; and

50 **WHEREAS**, pursuant to Art. IX, § II, ¶ 1(a) of the Georgia Constitution, the Board
51 of Commissioners has the “legislative power to adopt clearly reasonable ordinances,

52 resolutions, or regulations relating to its property, affairs, and local government for
53 which no provision has been made by general law and which is not inconsistent with
54 this Constitution or any local law applicable thereto.”

55 **NOW, THEREFORE, BE IT ORDAINED**, that the Fulton County Board of
56 Commissioners hereby amends Section 102-351 of the Fulton Code of Ordinances to
57 permit, but not require, County solicitations to be published in the County’s legal organ,
58 so that, when amended, Section 102-351 shall read in full as in Exhibit A, attached
59 hereto and fully incorporated by reference, with all other sections having the same force
60 and effect.

61 **BE IT FURTHER ORDAINED**, that the Fulton County Board of Commissioners
62 hereby amends Section 102-373 of the Fulton Code of Ordinances to permit, but not
63 require, County solicitations to be published in the County’s legal organ so that, when
64 amended, Section 102-373 shall read in full as in Exhibit B, attached hereto and fully
65 incorporated by reference, with all other sections having the same force and effect.

66 **BE IT FINALLY ORDAINED**, that this Ordinance shall become effective when
67 passed and adopted, and that all ordinances and resolutions and parts of ordinances
68 and resolutions in conflict with this Ordinance are hereby repealed to the extent of the
69 conflict.

70 **SO PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
71 Georgia this ___ day of _____, 2024.

72 **FULTON COUNTY BOARD OF**
73 **COMMISSIONERS**

74 _____
75
76 Robert L. Pitts, Chairman
77

78 ATTEST:

79

80

81 _____
Tonya R. Grier, Clerk to the Commission

82

83

84 APPROVED AS TO FORM:

85

86

87 _____
Y. Soo Jo, County Attorney

Sec. 102-351. - Definitions.

Addenda/Addendum is a written amendment to an invitation to bid or request to proposal that changes the project specifications and is issued prior to bid opening which becomes a part of the specifications for the project.

~~*Advertisement* means public notice inviting bids or proposals on a specified project. The advertisement must include such details/specifications so as to enable the public to know the extent and scope of the work to be done. Plans and specifications must be available on the first day of the advertisement, and they must be open to inspection by the public. All notices must advise potential bidders/offerors of any mandatory prequalification requirements, any pre-bid/proposal conferences, and/or any federal requirements. All projects shall be published in the county's legal organ and on the Fulton County website under "Bid Opportunities."~~

Advertisement means public notice inviting bids or proposals on a specified project. The advertisement must include such details/specifications so as to enable the public to know the extent and scope of the work to be done. Plans and specifications must be available on the first day of the advertisement, and they must be open to inspection by the public. All notices must advise potential bidders/offerors of any mandatory prequalification requirements, any pre-bid/proposal conferences, and/or any federal requirements. All projects shall be published either in the county's legal organ or on the Fulton County website under "Bid Opportunities."

Aggrieved bidder means any actual bidder, offeror or contractor that has submitted a bid/proposal for a particular procurement who is aggrieved in connection with the solicitation or award of a contract may protest to the purchasing agent.

Alternate bid means the amount stated in the bid or proposal to be added to or deducted from the base bid or base proposal if the corresponding change in project scope or alternate materials or methods of construction is accepted.

Amendment means a change, addition, alteration, correction or revision to a bid or proposal or contract document.

Annual aspirational goal means a non-mandatory annual aspirational percentage goal for overall MFBE prime and subcontractor participation in county contracts for construction, professional services, and other services contracts. This goal will be established every five years by a duly-authorized disparity study and based upon the prime and subcontractor availability statistics provided therein and is evaluated every year to ascertain program effectiveness.

Annual contract means any contract entered into for a period of one year or multiple one-year periods (including options to renew for additional one-year periods), with a contractor or a vendor, to provide the county upon request with a specified product or service at a predetermined price or rate.

Award means approval by the board of commissioners, to begin the contracting process with the most responsive and responsible bidder.

Base bid or base proposal means the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.

Best value means a procurement method that emphasizes value over price. The best value may not be the lowest cost, generally achieved through the request for proposal (RFP) method.

Bid means the formal process allowing prospective vendors to compete for goods and services sought by the county.

Bid acceptance means the acceptance of bids delivered to the purchasing agent at the time, place, and under the conditions contained in the invitation for bids and as further stipulated in the specifications document.

Bid bond means a form of bid security executed by the bidder as principal and by a surety to guarantee that the bidder will enter into a contract within a specified time and maintain the bid prices submitted with his/her original bids and furnish any required payment and/or performance bonds.

Bid guaranty means a certified check, bid bond, cashier's check, for a sum of money deposited with the county by a bidder to guarantee that the bidder will enter into a contract within a specified time and maintain the bid prices submitted with his/her bid and furnish any required payment and/or performance bonds.

Bid opening means the public opening of bids received and accepted and the reading aloud of the name of each bidder and the amount of bid in the presence of one or more witnesses at the time and place designated in the invitation to bid. For RFP openings, only the names of the proponents are read aloud.

Brand name or equal specification means a specification limited to one or more items by manufacturer's names or catalogue numbers to describe the standard of quality, performance and other salient characteristics needed to meet county requirements and which provides for the submission of equivalent products from any manufacturer.

Business means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, firm or any other private entity.

Change order means an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion.

Clock calibration means coordination of the bid clock with the time as indicated by the National Bureau of Standards.

Collusion means a secret agreement, whether expressed or implied, to commit a fraudulent, deceitful, unlawful, or wrongful act.

Collusive bidding means a violation of antitrust statutes that consists of a response to a solicitation by two or more persons who have secretly agreed to circumvent laws and rules regarding independent and competitive bidding.

Competitive process is the process by which a local government solicits a public works construction contract through either the bid method or the proposal method.

Competitive sealed bidding means a method of soliciting public works construction contracts whereby the award is based upon the lowest responsive, responsible bid in conformance with the provisions of this article.

Competitive sealed proposal means a method of soliciting public works contracts whereby the award is based upon criteria identified in a request for proposals in conformance with the provisions of subsection (c) of Code section 36-91-21.

Construction means the process of building, altering, repairing, remodeling, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine maintenance of existing structures, buildings or real property.

Construction delivery method is a method of building a project.

Construction management at risk is a construction delivery method in which the local government hires a construction manager at risk.

Construction manager agency serves as an advisor and agent of the local government, as well as coordinates the design and construction teams on project.

Construction manager at risk serves as an advisor and agent of the local government, coordinates the design and construction team, as well as is responsible for the construction of a project.

Contract means all types of agreements, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction, professional or consultant services, and for the transfers of interest in real property.

Contract documents means the various parts of the contract including, but not limited to the contract agreement, the bid form, the payment and performance bond, any required insurance certificates, general and specific conditions and the specifications of the project.

Contract file means the grouping of all written determinations and other records pertaining to the solicitation, award or performance of a contract or purchase order in a designated file maintained by the county purchasing agent.

Contract modification means any written alteration in the terms of the contract including, but not limited to, the scope, manner of performance, specifications, delivery point, time and rate of delivery, period of performance, price, quantity, or other provision of any contract accomplished by mutual action of the parties to the contract.

Contract sum means the amount bid as adjusted by all contract modifications.

Contractor means any person or entity having a contract with the county.

Cost data factual information concerning the cost of labor, material, overhead and other cost elements that are expected to be incurred or which have been actually incurred by the contractor in performing the contract.

County shall mean Fulton County, Georgia, a political subdivision of the State of Georgia, and shall include all agencies, establishments or officials of the government.

Countywide contract means a contract for a specified service(s) executed for use by any agency within the county.

Data means recorded information, regardless of form or characteristics.

Days shall mean calendar days.

Debarment means the exclusion of a person or company from participating in a procurement activity for an extended period of time, as specified by law, because of previous illegal or irresponsible action.

Designee means an authorized representative of a person holding superior position of responsibility.

Discussions means an exchange of information or other manner of negotiation during which the offeror and the county may alter or otherwise change the conditions, terms and price of the proposed contract. Discussions may be conducted in connection with competitive sealed proposals, sole source and emergency procurement. Discussions are not permissible in competitive sealed bidding, except to the extent permissible in the first phase of multistep sealed bidding, when all competitive bids exceed available funds but the responsive bid does not exceed such funds by more than five percent or as otherwise permitted by applicable law.

Emergency means any situation resulting in imminent danger to the public health, welfare or safety or the loss of an essential government service.

Encumbrance means an obligation, chargeable to a budget appropriation, by a user department to pay for a specific procurement.

Evaluation criteria means factors relating to management capability, technical capability, method of meeting performance requirements, price, and other material considerations specified in the request for proposal that will be considered in determining to whom a contract will be awarded.

Fast track is a construction delivery method where construction of a project begins as soon as the first phase of design documents is complete.

Fidelity bond means a form of insurance that secures an employer up to the amount stated in the bond for losses caused by dishonest acts of its employees.

Final completion means the completion of all work as required in accordance with the terms and conditions of the contract documents.

Firm means any individual, partnership, corporation, association, joint venture or other legal entity permitted by law to practice or offer professional or consultant services.

Governing authority means the official or group of officials responsible for governance of a governmental entity. The Fulton County board of commissioners is the governing authority for the county.

Governing entity means Fulton County Government ("county").

Invitation to bid (ITB) means all documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

Invoice means the document provided by vendors to the county as a demand for payment of goods or services provided under the provisions of a contract awarded by the county.

Inspection means an authorized representative of the county, or of the county's architect/engineer, assigned to make all necessary inspections, test, and reports of the work performed or being performed.

Materials means any substance(s) specified for use in the performance of the contract work.

May denotes permissive.

Multiterm contracts means a contract executed for a specific period with the option to renew for additional periods of time.

Offer means a proposal by an offeror submitted when procurement is made by a source selection method other than competitive sealed bidding.

Offeror is a person, firm or entity that submits a proposal under the proposal method.

Owner means Fulton County Government, Georgia ("county").

Notice to proceed means a written notice to the contractor to begin the actual contract work, stating, if applicable, the date on which the contract time begins.

Payment bond means a bond provided by a surety company authorized to do business in the State of Georgia, payable to the county which guarantees to the county that all costs incurred by the contractor relating to the performance of the contracted services for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.

Performance bond means a bond provided by a surety company authorized to do business in the State of Georgia, for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the county for which the work is to be done and guarantees to the county that the services contracted for will be performed in accordance with the terms and conditions specified in the contract document.

Prebid or preproposal conference means a meeting scheduled prior to the opening of bids/proposals at which attendance by potential bidders/offerors may be optional or mandatory, to clarify the solicitation and respond to prospective bidder/offeror inquiries.

Prequalification means required standards imposed in the best interest of the county as a condition of bidding, which must be met by an interested bidder in order to qualify to respond to an invitation for bids or a request for proposal.

Prequalification process means a requirement that any prospective bidder or offeror meet certain minimum qualifications related to the project or the quality of work before being eligible to submit a bid or proposal.

Procurement means buying, purchasing, renting, leasing or otherwise acquiring any supplies, services or construction. Also includes all functions that pertain to the obtaining of any supply, service or construction, including a description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

Professional and consultant services means those services within the scope of the practices of architecture, professional engineering, planning, landscape architecture, land surveying, the medical arts, management analysis, accounting or auditing, law, psychology or any other similar kind or type of

professional practice. In the context of the Local Government Public Works Construction Law, it means those services where the other party is not responsible for construction.

Program manager or *project manager* is a person, firm or county employee that oversees or manages a construction project.

Proposal means solicited submission of information from a prospective contractor which states how that offeror intends to perform certain work, its technical and business qualifications, its proposed delivery, warranty, other terms and conditions as those might differ from or supplement the county's solicitation requirements, and any other information requested by the county's solicitation.

Proposal guaranty is a certified check or other security payable to the local government to ensure that the successful bidder will execute the contract on which he bid similar to a bid bond.

Proposer means one who submits a proposal.

Public works construction means the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real property.

Purchase description means the words used in a solicitation to describe the supplies, services or construction to be purchased, including specifications attached to or made a part of the solicitation.

Purchase order means a short form of contract which is issued by the purchasing agent at the written request of the using agency for the procurement of supplies, goods or services.

Purchasing agent means the Director of the Fulton County department of purchasing and contract compliance, the principal purchasing official for the county.

Qualification-based selection means a way of selecting professional services or offerors under the proposal method in which the professional or offeror is selected prior to consideration of price.

Quotation means a bid more than \$2,499.99 and less than \$49,999.99.

Request for proposal means all documents, whether attached or incorporated by reference, utilized for soliciting proposals.

Requisition means a document utilized by a using agency to request that a purchase order or contract be entered into for a specific need.

Responsible bidder or *responsible offeror* means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

Responsive bidder or *responsive offeror* means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

Retainage is the portion of the total contract amount that a local government retains from the contractor until the project is totally complete.

Road includes highways, roads, streets, avenues, toll roads, detours, structures, sidewalks, facilities, shoulders, bridges, causeways, viaducts, ferries, overpasses, underpasses, railroad grade crossings, tunnels, signs, signals, markings, wayside parks, parking facilities, drainage ditches, canals, culverts, rest areas, truck weighing stations and scenic easements.

Road construction is the planning, location, surveying, designing, supervising, inspecting, building, paving, striping, restriping, modifying, grading, widening, relocating, rebuilding or other major improvement of a substantial portion to an existing road.

Scope of project means the work required by the original contract documents and any subsequent change orders required or appropriate to accomplish the intent of the project as described in the bid documents.

Scope of work means the work required by the original contract documents and any subsequent change orders required or appropriate to accomplish the intent of the project as described in the bid documents.

Service means the furnishings of labor, time or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term does not include employment agreements or collective bargaining agreements.

Service contract means a contract awarded for a type of service other than construction, professional or consultant service, such as janitorial, plumbing, security guard services, etc.

Shall denotes imperative.

Sole source means those procurements made pursuant to a written determination by the governing authority that there is only one source for the required supply, service, or construction item.

Solicitation means an invitation for bid, a request for proposal, a request for quotation, or any other document issued by the county for the purpose of soliciting bids or proposals to perform a county contract.

Specifications means any description of the physical or functional characteristics or of the nature of a supply, service or construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery.

Subcontractor means any person undertaking part of the work of a contract under the control of the principal contractor.

Substantial completion means the date when construction is sufficiently complete, in accordance with the contract documents, so the county can occupy or utilize the work or designated portion thereof for the use for which it is intended.

Supplies means all property, including, but not limited to, equipment, materials, etc.

Surety means the corporation, partnership, or individual licensed and authorized to do business in the State of Georgia, other than the contractor, executing payment, performance or bid bonds to be furnished to the county by the contractor.

Using agency means any county entity that utilizes any supplies, services, construction, professional or consultant services procured under this article.

Work means the furnishing of all labor, materials, tools, equipment and incidentals necessary by the contractor for completion and performance of all duties and obligations imposed by the contract documents.

(Res. No. 13-0052, 1-23-13; Ord. No. 19-0854, Exh. A, 11-20-19)

Sec. 102-373. - Competitive sealed bidding.

(a) *Conditions for use.*

- (1) If the several parts of the work or labor to be done or the supplies, materials and equipment to be furnished shall together or in part involve the expenditure of more than \$100,000.00, such work or labor or supplies, materials, or equipment shall be procured only by contract on public letting founded on sealed bids under such regulations as shall be made by the board of commissioners or other county authority.
- (2) Time permits the solicitation, submission and evaluation of sealed bids.
- (3) The award will be made on the basis of price and other price-related factors.
- (4) It is not necessary to conduct discussions with the responding offerors about their bids.
- (5) There is a reasonable expectation of receiving more than one sealed bid.
- (6) The terms of such contracts, subject to such regulations and in conformity with law, shall be settled by the county attorney as an act of preliminary specification to a proposal for bids. The purchasing agent and the board of commissioners may reject all bids if it shall deem it in the interest of the county so to do; if not, it shall, without other consent or approval, award the contract to the lowest responsible bidder.
- (7) Such bids shall not be accepted after the time limit stated in the proposal for bids and shall not be opened except in the presence of the purchasing agent, or the designee thereof, and the head of the agency requesting the items. Tie bids shall be decided by the agency letting the contract.
- (8) Whenever a contract is awarded to other than the lowest bidder, the agency awarding the same shall file in its office and with said county authority a statement in detail of the reasons therefor.

(b) *Public notice.*

~~(1) *General notice.* An advertisement inviting bids shall be posted on an internet website of Fulton County, or a website designated by Fulton County for such purpose and clearly indicated for that purpose. In addition, the department of purchasing and contract compliance shall place an advertisement inviting bids in the county's legal organ and in any other medium. The public notice shall contain a general description of the supplies, services, construction or professional and consultant services to be procured and shall state the location of where appropriate solicitation documents may be obtained and the time and place of opening the documents.~~

(1) *General notice.* An advertisement inviting bids shall be posted on an internet website of Fulton County and, if the bid is for goods, services or both and is valued at \$100,000.00 or more or is a public works construction contract subject to O.C.G.A. § 91-36 and valued at \$100,000.00 or more, it shall be posted on the Georgia Procurement Registry. In addition, the department of purchasing and contract compliance may place an advertisement inviting bids in any other medium. The public notice shall contain a general description of the supplies, services, construction or professional and consultant services to be procured and shall state the location of where appropriate solicitation documents may be obtained and the time and place of opening the documents.

(2) *Additional notice in unusual or special circumstances.*

- a. *Notice in trade or industry publications.* When required supplies, services or construction are, in the determination of the purchasing agent in consultation with the using agency, either unusual in nature or highly specialized, the purchasing agent shall cause an advertisement to be placed in at least one trade journal or such other specialized industry publication of circulation in the county, whichever is appropriate and most likely to bring responses from qualified and available offerors. The advertisement shall be published once and at least 14 days preceding the date set for receipt of bids. The provisions of this subsection concerning unusual or special circumstances shall be used in addition to, and not in lieu of, the provisions of this section.

- b. *Assistance of using agency.* The purchasing agent may rely upon the subject matter expertise and the assistance of personnel of the using agency who shall, prior to competitive solicitation, make a prompt written determination of the appropriate trade journal or specialized industry publication where the advertisement is to be placed. The written determination by the using agency shall be made sufficiently in advance such that notice and advertisement can be timely placed by the purchasing agent in the next available issue of a journal or industry publication, which will be published at least 30 days preceding the date set for receipt of bids. The using agency shall provide the necessary funds from its budget for the costs and expenses associated with advertisement in trade journals or such other industry publications.
 - c. *Contents of notice.* Notice of bid security, if required, shall be included in the public notice or the trade journal, or such other industry publication. The public notice shall contain a general description of the supplies, services or construction to be procured and shall state the date and location where solicitation documents may be obtained, and the time and place of opening of the bids.
- (c) *Receipt of competitive sealed bids.* All bids must be delivered to and received by the purchasing agent or designated department of purchasing staff at the bid opening and stamped no later than 11:00 a.m. Eastern Time.
 - (d) *Clock calibration.* Prior to all bid openings, the purchasing agent or designated department of purchasing staff shall coordinate the clock calibration used in the bid process with the National Bureau of Standards.
 - (e) *Bid opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The name of each offeror, the amount of each bid and such other relevant information as the purchasing agent deems appropriate shall be recorded.
 - (f) *Bid acceptance.* Bids shall be received by the purchasing agent or designated department of purchasing staff without alteration or correction, except as authorized in this article, provided that the bids are delivered to the purchasing agent at the time, place and under the conditions contained in the invitation for bids.
 - (g) *Bid evaluation.* Bids shall be evaluated based on the requirements set forth in the invitation for bids and this Code. Those criteria, including but not limited to discounts, transportation costs and total or life-cycle costs, that will affect the bid and price and be considered in the evaluation for the award shall be objectively measurable. The invitation for bids shall set forth the evaluation criteria to be used.
 - (h) *Correction or withdrawal of bids.*
 - (1) Before bid opening, correction or withdrawal of bids may be allowed by the purchasing agent before the scheduled time and date of bid opening. The offeror may withdraw the bid, without revealing the amount of the bid, by submitting a new sealed bid or providing written notice of withdrawal before bid opening. Notice of withdrawal shall be received by the purchasing agent prior to bid opening.
 - (2) After bid opening, corrections in bids shall be permitted only to the extent that the offeror can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interests of the county or fair competition shall be permitted.
 - (3) The purchasing agent may also exercise all rights a bidder may have to correct its bid provided in this section and may communicate with any bidder concerning the correction or withdrawal of its bid.
 - (4) Withdrawal. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:
 - a. The mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or

- b. The bidder submits evidence that clearly and convincingly demonstrates that a mistake was made.

All decisions to permit the correction or withdrawal of bids shall be supported by a written determination made by the purchasing agent.

- (i) *Tie bids.* Whenever goods or services of any kind or description are to be obtained through an invitation for bids, for the purpose of making an award to the lowest responsible bidder where two or more bidders have submitted the lowest bid with each of said bids being otherwise equal with respect to cost, but only one such bidder has a business location within Fulton County, then the recommendation for award shall be in favor of the bidder having a business location within Fulton County.
- (j) *Award.* In awarding any contract or determining the lowest responsible bidder for the purpose of awarding a contract, the agency awarding the contract may consider the vendor or bidder's quality of work, general reputation in the community, financial responsibility, previous experience in sales to the public, compliance with a small business enterprise program as adopted by the governing authority of the county or making a good faith effort to comply with the goals of such a program, and compliance with nondiscrimination and equal employment opportunity provisions as adopted by the governing authority of the county.

(Res. No. 13-0052, 1-23-13; Res. No. 16-0864, 10-5-16; Ord. No. 19-0220, Exh. A, 4-10-19; Ord. No. 22-0203, Att. A, 3-16-22)

Note— Formerly Code, Pt. I, §§ 2-314 and 2-316.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0439

Meeting Date: 6/26/2024

Department

Senior Services

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

Request approval of statewide contract - Department of Senior Services, SWC99999-SPD0000136-003A Temporary Staffing Services in an amount not to exceed \$134,288.98 with New World Employment dba Snelling (Tucker, GA), to provide staffing services to support the operation of the Department of Senior Services facilities. Effective July 1, 2024 through December 31, 2024.

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

In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than \$100,000 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The Department of Senior Services will use the Temporary Staffing Services through New World Employment to support staffing needs at Multipurpose Facilities.

Scope of Work: The contractor will provide temporary staffing for class instruction and administrative support in the four senior multipurpose facilities. The vendor has the compacity to backfill vacancies within 24 hours and the availability of temporary placements for full-time positions during recruitment, extended illness, or other extended leave and provide staffing as needed. The vendor performs pre-employment testing requirements, background screening, and drug screens in accordance with the

County policies, in addition to reference checks (personal and business).

Community Impact: Limits the time needed to fill positions, resulting in less of a service disruption to senior facility participants, thus having no negative impact.

Department Recommendation: The Department of Senior Services recommends approval of this item.

Project Implications: Future budgetary implications may include the possibility of requesting an increase in spending authority, which will depend upon the number of staff in the affected positions that may resign within the contract term. Funding for these requests will be available through unfunding the affected positions as they are vacated.

Community Issues/Concerns: This action has no community issues or concerns.

Department Issues/Concerns: The Department must be able to re-appropriate personnel expenses to operational expenses, as affected positions are vacated and then filled through the staffing agency.

Contract Modification:

Contract & Compliance Information

Contract Value: \$134,288.98

Prime Vendor: New World Employment dba Snelling
Prime Status: African American Female Business Enterprise
Location: Tucker, GA
County: DeKalb County
Prime Value: \$134,288.98 or 100.00%

Total Contract Value: \$134,288.98 or 100.00%
Total Certified Value: \$134,288.98 or 100.00%

Exhibits Attached

- Exhibit 1: Positions and Pay Rates
- Exhibit 2: Contract Amendment #11 Extension #3
- Exhibit 3: Certificate of Liability Insurance

Contact Information

Ladisa Onyiliogwu, Director, Department of Senior Services, 404-281-4042

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$0.00
 Previous Adjustments: \$0.00
 This Request: \$134,288.98
 TOTAL: \$134,288.98

Fiscal Impact / Funding Source

Funding Line 1:

100-183-183S-1160; General Fund, Senior Services - Professional Services Line - \$35,566.99

Funding Line 2:

100-183-183T-1160; General Fund, Senior Services - Professional Services Line - \$38,044.44

Funding Line 3:

100-183-183U-1160; General Fund, Senior Services - Professional Services Line - \$26,754.06

Funding Line 4:

100-183-183V-1160; General Fund, Senior Services - Professional Services Line - \$33,923.49

Key Contract Terms	
Start Date: 7/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:
Would you select/recommend this vendor again?

Yes

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

COMPENSATION

Services shall be compensated on an hourly rate established by the Statewide Contract for a total not exceeding \$134,288.98 (One Hundred Thirty-Four Thousand Two Hundred Eighty-Eight Dollars and Ninety-Eight Cents) as shown below:

<u>Position Title</u>	<u>Category</u>	<u># of Positions</u>	<u>Employee Hourly Rates</u>	<u>Snelling Hourly Rates</u>
Aquatic Instructor	Professional	As Needed	\$ 17.65	\$ 24.32
Art Instructor	Professional	As Needed	\$ 17.65	\$ 23.79
Computer Instructor	Professional	As Needed	\$ 17.65	\$ 23.79
Land Fitness Instructor	Professional	As Needed	\$ 17.65	\$ 23.79
Piano Instructor	Professional	As Needed	\$ 17.65	\$ 23.79
Yoga Instructor	Professional	As Needed	\$ 17.65	\$ 23.79
Lifeguard	Professional	As Needed	\$ 13.63	\$ 18.78
Rental Coordinator	Professional	As Needed	\$ 22.70	\$ 30.65



**CONTRACT AMENDMENT # 11
EXTENSION # 3**

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:	NEW WORLD EMPLOYMENT, LLC d/b/a SNELLING
Contract No.:	99999-001-SPD0000136-003A
Solicitation Title/Event Name:	Temporary Staffing Services
Contract Award Date:	July 1, 2017
Current Contract Term:	July 1, 2023 – June 30, 2024

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, to establish the pricing schedule for this statewide contract and to modify the insurance requirements.

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 period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	July 1, 2024
End Date of New Contract Term:	June 30, 2025

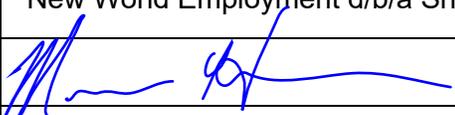
The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period of time.

CONTRACT NUMBER: 99999-001-SPD0000136-003A

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **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)	New World Employment d/b/a Snelling
Authorized Signature:	
Printed Name and Title of Person Signing:	Michael Hairston Principal
Date:	April 2, 2024
Company Address:	4333 Lynburn Drive Tucker, GA 30084

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	4/18/2024
Company Address:	200 Piedmont Avenue, S.E., Suite 1804, West Tower Atlanta, Georgia 30334-9010



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services, LLC 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339	CONTACT NAME: Jakelle Savage	
	PHONE (A/C, No, Ext): 404 497-7500	FAX (A/C, No):
E-MAIL ADDRESS: jakelle.savage@mcgriff.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE American Insurance Company		22667
INSURER B : ACE Fire Underwriters Insurance Company		20702
INSURER C : Alaska National Insurance Company		38733
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Hire Quest LLC dba Snelling (New World Employment)

Tucker GA 30084
Gooseneck NC 29445

COVERAGES

CERTIFICATE NUMBER:KBCHJ64K

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC50680095 (AOS) SCFC50680150 (WI)	03/01/2023	03/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	WASHINGTON USL&H			22F WU 11801	06/15/2022	06/15/2023	E.L. - Each Accident \$ 1,000,000 E.L. - Each Employee \$ 1,000,000 E.L. - Policy Limit \$ 1,000,000 M.E.L. - Each Accident \$ 100,000 M.E.L. - Disease Aggregate \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

STATE OF GEORGIA
 Department of Administrative Services, State Purchasing Division
 200 Piedmont Avenue, S.E., Suite 1308 West Tower
 Atlanta GA 30334-9010

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0440

Meeting Date: 6/26/2024

Department

Community Development

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

Request approval of a Resolution by the Board of Commissioners to authorize the adoption and approval of the 2024 HUD Annual Action Plan to secure federal funds supporting projects and services needed by low- and moderate-income citizens. Funding is as follows: Community Development Block Grant Program (CDBG) in the amount of \$1,254,257.00 and HOME Investment Partnership Program in the amount of \$594,880.00. A Fulton County general fund match is not required for the CDBG Program. Fulton County uses its general fund to support the required 25% match for the HOME program.

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

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

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

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

Approve a Resolution by the Board of Commissioners to authorize the adoption and approval of the 2024 HUD Annual Action Plan to secure federal funds supporting projects and services needed by low- and moderate-income citizens.

Fulton County received a Notice of Funding FY from the US Department of Housing and Urban Development (HUD) for the Community Development Block Grant Program (CDBG) in the amount of \$1,254,257 and the HOME Investment Partnership Program (HOME) in the amount of \$594,880.

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

Scope of Work: CDBG proposes to utilize the 2024 funding allocation to support eligible projects and activities that are administered by municipalities and assist low to moderate income communities.

- A multiyear grant application was released to municipalities on July 25, 2023, with a due date of October 9, 2024.
- CDBG virtual application technical assistance (TA) workshops were held with municipalities on August 2, 2023, and August 9, 2023, via ZOOM.
- FY2024 budget for CDBG is \$1,254,257

2024 CDBG Proposed Budget and Activity Funding

CDBG Budget Area	Activity	CDBG Proposed Funds Amount
Program Administration	Requirements to administer CDBG Program and Fair Housing	\$182,820
Housing Rehabilitation	Senior Housing Rehabilitation Program	\$212,466
Alpharetta	Adult Day-DA Accessibility Improvements	\$110,000
College Park	Park Improvements	\$120,000
East Point	Water Main Infrastructure Replacement	\$120,000
Fairburn	Pedestrian Improvements	\$195,000
Hapeville	City Park Improvements	\$84,971
Palmetto	Street Basin & Collection System CCTV	\$109,000
Union City	Park Improvements	\$120,000
CDBG Total		\$1,254,257

2024 HOME Proposed Budget and Activity Funding

HOME Budget Area	Description	HOME Funds Amount
Program Administration	Requirements to administer the HOME program.	\$59,488
Home Ownership Program (HOP)	Down Payment and closing cost assistance for 1 st time home buyers in unincorporated Fulton County.	\$113,027
Tenant Based Rental Assistance	Rental Assistance for Housing Authority of Fulton County public housing voucher participants.	\$333,133
Community Housing Development Organizations (CHDOs)	Set aside for eligible nonprofit developments for CHDO related activities	\$89,232
HOME Total		\$594,880

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

Department Recommendation: Approve the requested action.

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

Community Issues/Concerns: Public hearings were held on February 12, 2024, and March 11, 2024. There were no community concerns identified.

Department Issues/Concerns: If the 2024 Annual Action Plan is not approved, it will adversely impact the scope and range of services the County is able to provide to low and moderately low-income populations in Fulton County.

Fiscal Impact / Funding Source

Funding Line 1:

Agenda Item No.: 24-0440

Meeting Date: 6/26/2024

FY 2024 CDBG \$1,254,257

Funding Line 2:

FY 2024 HOME \$594,880

FULTON COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT

Public Needs Meeting
Community Development Block Grant
HOME Investment Partnerships Program

February 12, 2024



**FULTON
COUNTY**

AGENDA

- Present overview on the 2020 Consolidated Plan
- Discuss CDBG and HOME Basics
- Discuss prior use of funds and performance
- Discuss the needs of the community that can be met with CDBG and HOME funding

CONSOLIDATED PLANNING PROCESS

Every 5 years the County must complete a Consolidated Plan to set priorities for the use of federal funds; The County has prepared a new plan for FY 2020-2024

Every year the County prepares an Action Plan to describe to the public (and HUD) how it intends to spend its annual allocation. This is the fourth year of the five-year cycle.

FY 2020-2024 CONSOLIDATED PLAN GOALS

Housing Goals 1-3 – Affordable Housing Construction and Preservation

- Support the development and preservation of rental housing
- Support development of for-sale housing units affordable to low- and moderate-income households and persons with disabilities
- Increase the number of first-time homebuyers through down payment and closing cost assistance

Housing Goal 4 and 5 – Rental Assistance including Homeless and Prevention

- Tenant based Rental Assistance – HOME
- Permanent Supportive Housing – COC
- Rapid Re-Housing, Shelter and Transitional housing – COC

FY 2020-2024 CONSOLIDATED PLAN GOALS CONTINUED

Suitable Living Environment Goal 1 – CDBG Public Services

- Fund eligible public services to serve low- and moderate-income residents, youth, seniors, people with disabilities, and other special needs populations

Suitable Living Environment Goal #2 –Homeless Supportive Services

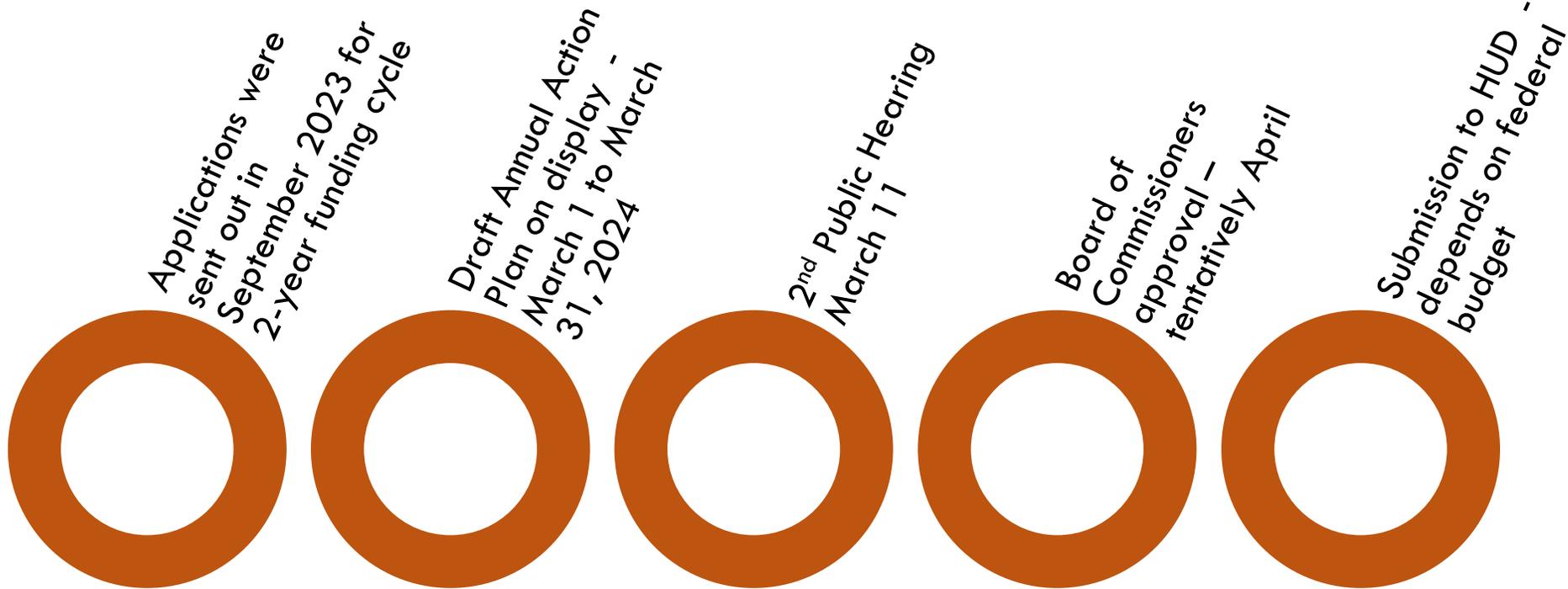
- Collaborate with agencies in the CoC and others to provide coordinated supportive services and case management to people experiencing homelessness to support moves to appropriate housing and greater stability

Suitable Living Environment Goal #3 – Fair Housing Education and Enforcement

- Fair housing education services to help residents, community organizations, and housing providers understand fair housing rights and responsibilities.

Suitable Living Environment Goal #4 – Facility and Infrastructure Improvements

- Fund infrastructure improvements and public facilities such as sidewalks, street lighting, pedestrian facilities, ADA improvements, and community centers in income-eligible areas. And non-profit service providers facilities.
- Demolition of unsafe structures



FY 2024 SCHEDULE

2024 ALLOCATIONS

These figures are used as estimates for planning purposes and are based on 2023 allocations

CDBG: \$ 1,475,286

HOME: \$775,570

CDBG PROGRAM BASICS

BASIC CDBG ELIGIBLE ACTIVITIES



Housing
Rehabilitation



Homeownership
Assistance



Public Facilities and
Improvements



Blight Removal
Demolition/Site
Preparation



Code Enforcement



Economic
Development



Acquisition /
Disposition of Real
Property



Public Services

CDBG PUBLIC SERVICES

Limited to 15% of CDBG Grant Amount

Employment Training

Crime Prevention

Childcare

Health Care

Drug Abuse Education

Fair Housing Counseling

Energy Conservation

Homebuyer Education

Recreation Programs

MEETING NATIONAL OBJECTIVES

Each activity must meet one of the
THREE NATIONAL OBJECTIVES:



Benefit Low- and Moderate-
Income Persons
(at least 70% of grant amount)



Prevent or Eliminate Blight
(not more than 30% of grant
amount)



Meet Urgent Needs when health
and welfare are threatened

CDBG PROGRAM BASICS

WHAT ARE SOME ELIGIBLE COSTS?

- ✓ Personnel / staff (salary and benefits).
- ✓ Office / facility rental or lease costs.
- ✓ Materials and supplies.
- ✓ Communications.

WHAT ARE SOME INELIGIBLE COSTS?

- ✓ Fundraising.
- ✓ Political Activities.
- ✓ Expenses required to carry out regular responsibilities or functions of local government.
- ✓ Income Payments.
- ✓ Building or portion thereof, used for general conduct of government.
- ✓ Purchase of equipment, fixtures, motors, vehicles, furnishings or other personal property.

These are some examples; this is not representative of all ineligible costs.

HOME INVESTMENT PARTNERSHIPS PROGRAM BASICS

HOME



Housing
Rehabilitation



Homeownership
Assistance



New Construction of
Affordable Housing



Tenant Based Rental
Assistance

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

- Community-based
- Focus on housing
- Board composed with community residents

PAST USE OF FUNDS

CDBG: Carried out activities funded in prior years and by Substantial Amendment on infrastructure improvements that benefitted 83,000 people

HOME: Carried out Homeownership activities (HOP) Closed on 11 loans in 2022

Housing Rehabilitation completed on 10 homes

HOME TBRA provided for 28 households

ESG funds provided shelter to 189 persons experiencing homelessness

CDBG COVID funds used for food assistance to seniors; PPE for first responders; vaccine clinics; rent, mortgage and utility assistance

2022 ACCOMPLISHMENTS

QUESTIONS



CONTACTS:

Stanley Wilson, Director: stanley.wilson@fultoncountyga.gov

Mia Redd, Deputy Director: Mia.Redd@fultoncountyga.gov

Kim Benjamin, CDBG: kim.benjamin@fultoncountyga.gov

Ann Isaac, ESG: Ann.Isaac@fultoncountyga.gov

FULTON COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT

2nd Public Hearing
Community Development Block Grant
HOME Investment Partnerships Program

March 11, 2024



**FULTON
COUNTY**

AGENDA

- Present overview on the Consolidated Plan
- 2024 Schedule and Allocations
- 2024 Annual Action Plan Proposed Projects

CONSOLIDATED PLANNING PROCESS

Every 5 years the County must complete a Consolidated Plan to set priorities for the use of federal funds; The County has prepared a new plan for FY 2020-2024

Every year the County prepares an Action Plan to describe to the public (and HUD) how it intends to spend its annual allocation. This is the fifth year of the five-year cycle.

FY 2020-2024 CONSOLIDATED PLAN GOALS

Housing Goals 1-3 – Affordable Housing Construction and Preservation

- Support the development and preservation of rental housing
- Support development of for-sale housing units affordable to low- and moderate-income households and persons with disabilities
- Increase the number of first-time homebuyers through down payment and closing cost assistance

Housing Goal 4 and 5 – Rental Assistance including Homeless and Prevention

- Tenant based Rental Assistance – HOME
- Permanent Supportive Housing – COC
- Rapid Re-Housing, Shelter and Transitional housing – COC

FY 2020-2024 CONSOLIDATED PLAN GOALS CONTINUED

Suitable Living Environment Goal 1 – CDBG Public Services

- Fund eligible public services to serve low- and moderate-income residents, youth, seniors, people with disabilities, and other special needs populations

Suitable Living Environment Goal #2 –Homeless Supportive Services

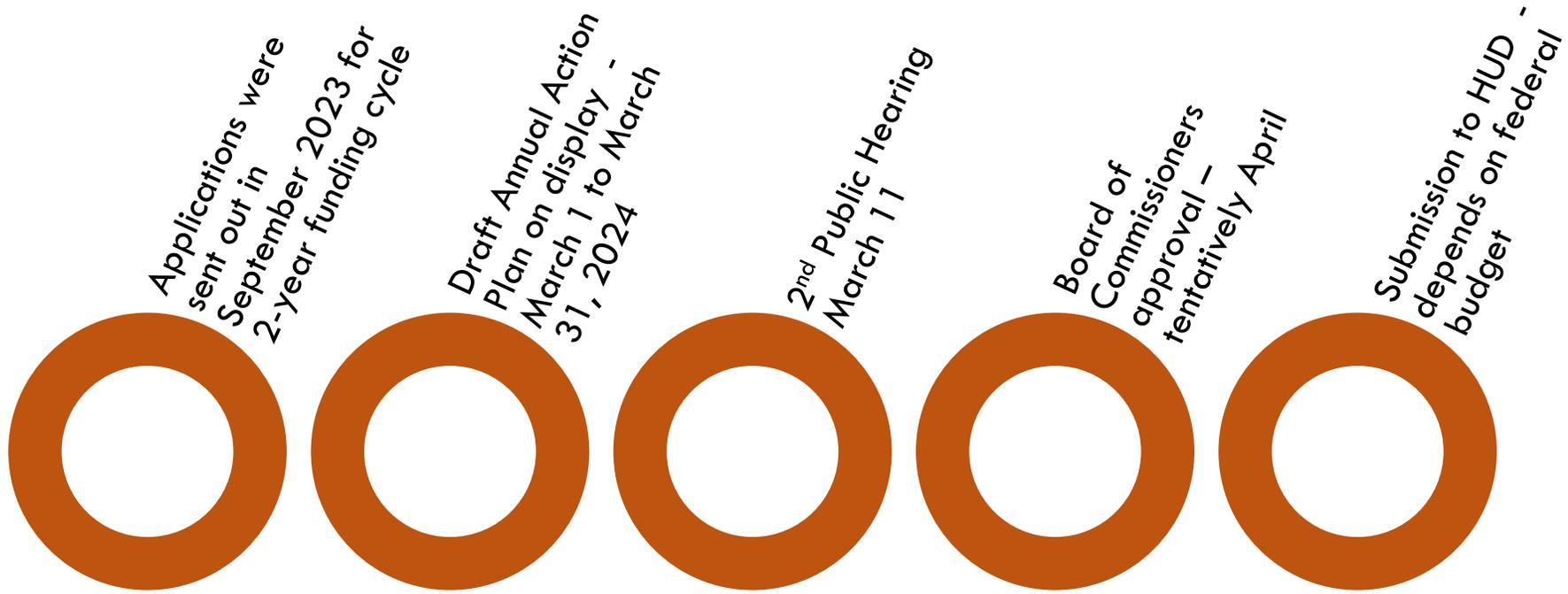
- Collaborate with agencies in the CoC and others to provide coordinated supportive services and case management to people experiencing homelessness to support moves to appropriate housing and greater stability

Suitable Living Environment Goal #3 – Fair Housing Education and Enforcement

- Fair housing education services to help residents, community organizations, and housing providers understand fair housing rights and responsibilities.

Suitable Living Environment Goal #4 – Facility and Infrastructure Improvements

- Fund infrastructure improvements and public facilities such as sidewalks, street lighting, pedestrian facilities, ADA improvements, and community centers in income-eligible areas. And non-profit service providers facilities.
- Demolition of unsafe structures



FY 2024 SCHEDULE

2024 ALLOCATIONS

These figures are used as estimates for planning purposes and are based on 2023 allocations

CDBG: \$ 1,475,286

HOME: \$775,570

CDBG PROJECT ALLOCATIONS |

PARK IMPROVEMENTS

College Park: Charles E. Phillips Park Improvements

CDBG: \$160,000

Project includes site demolition; grading; playground equipment replacement.

Hapeville: John Lewis Memorial Park Improvements

CDBG: \$105,000

Funds needed to purchase turf as stored materials

INFRASTRUCTURE IMPROVEMENTS

East Point: Water Main Infrastructure Replacement Initiative

CDBG: \$160,000

Project will upgrade undersized water mains

Fairburn: Mullis Street Pedestrian Improvements

CDBG: \$205,000

Project includes installation of new sidewalk to ADA handicap ramp & pedestrian lighting

Alpharetta: Alpharetta Adult Activity Center – ADA Parking Improvements

CDBG: \$155,000

General park improvement project, including ADA accessibility improvements.

INFRASTRUCTURE IMPROVEMENTS (CONT.)

Palmetto: Johnson Road and Church Street Basin and Collection System CCTV Project

CDBG: \$140,000

Project includes Johnson Rd- Equipment Replacement; Smoke Testing and CCTV Repairs

Union City: Shannon Parkway Phase I

CDBG: \$155,000

Project includes creation of a new park anchor with greenspace, playground, and restrooms

HOUSING REHABILITATION

Housing Rehabilitation Program

CDBG: \$212,466

Program to provide minor home repairs for senior citizens

ADMINISTRATION AND FAIR HOUSING

2024 CDBG Program Administration

CDBG: \$280,000

Program administration costs related to the overall planning and execution of CDBG-assisted community development activities, in accordance with the CDBG administrative cap. Up to 20 percent of each year's CDBG grant plus program income can be obligated for planning and administrative costs.

HOME PROJECT ALLOCATIONS

HOME PROJECT ALLOCATIONS

2024 Home Ownership Program

HOME: \$147,482

Loans to eligible first-time homebuyers to assist with down payment costs related to eligible home purchases in Fulton County.

Tenant-Based Rental Assistance

HOME: \$434,195

Reimbursement to contracted partner(s) to provide tenant-based rental assistance programs for extremely low- and low-income households.

2024 HOME Program CHDO

HOME: \$116,336

Set aside funds for CHDO Activities.

2024 HOME Program Administration

HOME: \$77,557

Program administration costs related to the overall planning and execution of HOME-assisted affordable housing activities, in accordance with the HOME administrative cap. Up to 10 percent of each year's HOME grant plus program income can be obligated for planning and administrative costs.

COMMENTS & QUESTIONS



CONTACTS:

Stanley Wilson, Director: stanley.wilson@fultoncountyga.gov

Mia Redd, Deputy Director: Mia.Redd@fultoncountyga.gov

Kim Benjamin, CDBG: kim.benjamin@fultoncountyga.gov

Ann Isaac, ESG: Ann.Isaac@fultoncountyga.gov

Executive Summary

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

1. Introduction

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

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

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

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

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

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

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

The CAPER for 2023 will be produced and available for public display in March 2024. During FY 2023, the County managed three federal grant programs: CDBG, HOME, and ESG. While the County did not receive an allocation of ESG in 2022, funds from prior allocations continued to be spent during the program year. CDBG successfully contributed to the completion of projects to include parks and recreational developments, storm drainage and sewer system improvements, street and sidewalk improvements, community meeting facilities improvements, and handicap accessible facilities.

In 2022, the CDBG program served 946 individuals or households. Note: Housing rehabilitation is reported by household and there were 8 households served. The CDBG program is designed to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low to moderate income persons. Funds were used for municipal infrastructure and facilities projects.

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

In 2022, there were 789 individuals served with prior year funds. In addition, there were 37 persons who identified as multi-racial and data was not recorded for an additional 26 persons. Ethnicity was not recorded for 22 persons served in ESG funded programs. Fulton County provided the funding for services to female homeless heads of household with children, families, unattached women and men, and youth through North Fulton Community Charities, Inc. from the period from January 1, 2022-December 31, 2022. Copies of recent CAPERs are available for review at Fulton County's Community Development Department or online at <https://www.fultoncountyga.gov/inside-fulton-county/fulton-county-departments/community-development/housing-and-urban-development-funded-programs>.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Fulton County consulted with residents, County staff, government agencies, nonprofit agencies, housing and homeless service providers, and others to develop this Annual Action Plan (AAP). The County held the first public meeting on February 12, 2024. The second public meeting was held on March 11, 2024, and interviews with key stakeholders to develop its strategy for 2024. Applications were solicited from local municipalities for CDBG funds. HOME funds were allocated to an on-going homeownership program and Tenant-Based Rental Assistance.

Fulton County facilitated two virtual and in person meetings to receive stakeholder input on the draft plan. The first meeting is held to receive Citizen input on the needs of the County that could be met with federal grant funds and to provide a summary of the past use of funds. The second public hearing will be held to provide an opportunity for the public to comment on the draft Annual Action Plan. The 30-day public comment period ran from March 1, 2024, to March 30, 2024.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The County held the first public meeting on February 12, 2024. The second public meeting was held on March 11, 2024. Both public meetings were hybrid with in person and virtual options to attend. No members of the public attended, and no public comments were received.

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

There were no public comments received. No comments were not accepted.

7. Summary

No comments were received.

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

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

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

Agency Role	Name	Department/Agency
CDBG Administrator	FULTON COUNTY	Department of Community Development
HOME Administrator	FULTON COUNTY	Department of Community Development
ESG Administrator	FULTON COUNTY	Department of Community Development

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

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

1. Introduction

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

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

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

In developing the Consolidated Plan in 2020 and the 2024 Annual Plan, the County strived to include input from housing providers and health, mental health, and other service agencies. A variety of assisted housing providers and health, mental health, and service agency stakeholders were invited to attend the public meeting held February 12, 2024. Stakeholders included city elected officials and staff, housing authority staff, housing developers, nonprofit organizations, homeless housing and service providers, mental health service providers, agencies serving people with disabilities, an agency representing persons with limited English-speaking ability, senior services, workforce development organizations, and others. The public meetings and interviews included discussions of the connections between housing and other community needs.

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

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

From a regional perspective, the County collaborates with the State of Georgia, City of Atlanta, and DeKalb County to facilitate service coordination, client referrals and the collection of data through a shared Homeless Management Information System (HMIS). In preparation of this AAP, the County conducted board development activities with the CoC, and coordinated closely with the CoC in the preparation of this AAP as well as the County's HOME-ARP Allocation Plan.

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

The Emergency Solutions Grant Program is designed to identify sheltered and unsheltered homeless persons, as well as those at risk of homelessness, and provide the services necessary to help those persons to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness. The program focuses on assisting people to regain stability and move to permanent housing. Fulton County will not receive an allocation of ESG funds for 2024.

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

Table 2 – Agencies, groups, organizations who participated

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

	What section of the Plan was addressed by Consultation?	Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Hapeville is a subrecipient of funding.
5	Agency/Group/Organization	CITY OF FAIRBURN
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Fairburn will be a subrecipient of funds of CDBG funds.
6	Agency/Group/Organization	CITY OF UNION CITY
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	non-housing needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Union City will be a subrecipient of funds in 2024.
7	Agency/Group/Organization	CITY OF PALMETTO
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	non-housing needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Palmetto will be a subrecipient of funds in 2024. .

8	Agency/Group/Organization	Fulton County Housing Authority
	Agency/Group/Organization Type	PHA Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Fulton County Housing authority provides services to those households in lowest income brackets. The HAFC provides counseling for homeownership and self-sufficiency.
9	Agency/Group/Organization	Housing Authority of the City of East Point
	Agency/Group/Organization Type	Housing Services-Employment
	What section of the Plan was addressed by Consultation?	Public Housing Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	East Point Housing Authority offers Self-Sufficiency educational programming to residents and has recently developed a new Senior housing opportunity.
10	Agency/Group/Organization	Community Assistance Center
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Community Assistance Center provides homeless prevention services for persons threatened with homelessness.

11	Agency/Group/Organization	FULTON COUNTY HEALTH & HUMAN SERVICES DEPARTMENT
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-Health Other government - County
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Fulton County Department of Health and Human Services provides oversight to the COC and homeless services for the County, including the ESG Program.

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

The County consulted Broadband providers in preparation of the 2020 Consolidated Plan. No further consultation was conducted for the 2024 AAP preparation.

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

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Fulton County	Continuum of Care members assist with emergency shelter, transitional housing, homelessness prevention, and outreach and supportive services, which align with goals and priorities identified in the Strategic Plan.

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

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Fulton County Comprehensive Plan (2016-2035)	Fulton County Comprehensive Plan (2016-2035)	<p>Goals identified in the Comprehensive Plan which align with those of the Strategic Plan include: Senior housing options should expand as the population continues to grow.â€¢</p> <p>Make Aging in Place a more achievable reality by aligning with the goals and policies of the Atlanta Regional Commissionâ€™s Aging-in-Place initiative.â€¢</p> <p>Encourage a wide variety of housing types to accommodate a range of income levels for current and future residents.â€¢</p> <p>Promote appropriate infill housing and development through planning, infrastructure placement, and regulations.â€¢</p> <p>Encourage development that promotes open space, walking paths and bicycle lanes as a means to connectivity and neighborhood cohesiveness.â€¢</p> <p>Review current land use development patterns that may cause difficulties in the creation of walkable/bikeable communities and MARTA transit opportunities by encouraging wider sidewalks and pedestrian amenities.â€¢</p> <p>Seek transportation enhancements (highway, transit, bicycle, and pedestrian) to compliment and align with land use efforts.â€¢</p> <p>Plan and design multi-use trails and/or sidewalks during the development or renovation of any Fulton County facility. Encourage cooperative efforts between the city, county and school district to provide adequate facilities for community activities and needs (i.e. senior and youth centers).</p>

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

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

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

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

1. Informing the municipalities and organizations of the availability of funds, application deadline. Letters and emails were sent out in September 2023 to request funds for a two-year period.
2. The first public meeting was held on February 12, 2024. The hearing was advertised in the local newspaper and a blast emailed to a cross section of organizations, municipalities, state agencies, as well as advocacy organizations focused on fair housing, and language barriers to inform them of the hearing.
3. The Action Plan was disseminated by email to the participating jurisdictions as well as organizations that represent low- and moderate-income persons and those with limited English proficiency. The second public hearing announcement was included in this communication.
4. The plan was available for public comment for 30 days and available on the county website.
5. A second hearing was held on March 11, 2024, and advertised with the availability of the Action Plan for display. Notice was disseminated through agencies that have contact with low- and moderate-income persons and those with limited English proficiency.
6. No public comments were received.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Hearing	Non-targeted/broad community	County staff and consultant	No comments were received	None	
2	Newspaper Ad	Non-targeted/broad community	The newspaper ads were used to inform the public of the first and second public hearings as well as the availability of the plan.		None	
3	Public Hearing	Non-targeted/broad community	County staff and consultant	No comments were received	None	
4	Letters /Emails	Municipalities and Agencies	Sent to inform entities of process and encourage participation by constituent groups		None	

Table 4 – Citizen Participation Outreach

Expected Resources

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

Introduction

The table below shows the County’s grant allocations for the 2024 program year. All grant funds will be used to support the Fulton County Department of Community Development’s goals to provide decent affordable housing, a suitable living environment, and expanded economic development. 2024 is the fifth year of the current Consolidated Plan period.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,254,257	0	0	1,254,257	0	CDBG funds may be used to carry out activities related to housing rehabilitation, demolition and community revitalization, public infrastructure improvements, park improvements, public services, and planning.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	594,880	0	0	594,880	0	HOME funds may be used for homebuyer assistance, TBRA, homeowner rehab, affordable housing development, CHDO activities, and program administration.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	0	0	0	0	0	

Table 5 - Expected Resources – Priority Table

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

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

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

HOME requires a matching fund contribution of 25% as outlined in 24 CFR 92.218. These are anticipated to be satisfied through a mix of match

carryover from prior years as interest foregone as a result of homeowners receiving below market rate loans with HOP assistance. The County provides matching funds of twenty-five cents from the County's General Fund for each HOME dollar expended.

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

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

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing Construction and Preservation	2020	2024	Affordable Housing	Countywide	Develop and Preserve Affordable Rental Housing	CDBG: \$212,466 HOME: \$89,232	Rental units constructed: 2 Household Housing Unit Homeowner Housing Rehabilitated: 10 Household Housing Unit
2	Down Payment Assistance	2020	2024	Affordable Housing	Countywide	Affordable Homeownership Opportunities	HOME: \$113,027	Direct Financial Assistance to Homebuyers: 10 Households Assisted
3	Rental Assistance	2020	2024	Affordable Housing	Countywide	Develop and Preserve Affordable Rental Housing	HOME: \$333,133	Tenant-based rental assistance / Rapid Rehousing: 20 Households Assisted
4	Facility and Infrastructure Improvements	2020	2024	Non-Housing Community Development	Countywide	Community Improvements	CDBG: \$858,971	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 22722 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Program Administration	2020	2024	Affordable Housing Homeless Non-Housing Community Development	Countywide	Program Administration	CDBG: \$182,820 HOME: \$59,488	Other: 2 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Affordable Housing Construction and Preservation
	Goal Description	<ul style="list-style-type: none"> • Support the development of rental housing affordable to low- and moderate-income households, including projects located near employment, transportation, and other community resources and for seniors, veterans, people with disabilities, or other special needs households, such as people who are formerly homeless or at risk of homelessness. • As economically feasible, consider possible opportunities to extend the useful life of existing affordable rental housing by funding acquisition and/or rehabilitation activities • Support development of for-sale housing units affordable to low- and moderate-income households, including homes located near employment, transportation, or other community resources. • Increase the number of first-time homebuyers through down payment and closing cost assistance. • Encourage agencies to develop affordable for-sale housing that is accessible to people with disabilities.

2	Goal Name	Down Payment Assistance
	Goal Description	<ul style="list-style-type: none"> • Support development of for-sale housing units affordable to low- and moderate-income households, including homes located near employment, transportation, or other community resources. • Increase the number of first-time homebuyers through down payment and closing cost assistance. • Encourage agencies to develop affordable for-sale housing that is accessible to people with disabilities.
3	Goal Name	Rental Assistance
	Goal Description	<ul style="list-style-type: none"> • Assist income-eligible renter households with tenant-based rental assistance. • Collaborate with agencies in the Continuum of Care (CoC) and others to assist households at-risk of homelessness with short-term rental payments, utility assistance, rapid rehousing, or other assistance. • Collaborate with agencies in the CoC and others to assist people who are homeless through provision of and access to emergency, transitional, and permanent housing to enable them to move to appropriate housing and achieve greater stability.
4	Goal Name	Facility and Infrastructure Improvements
	Goal Description	<ul style="list-style-type: none"> • Work with other County departments, cooperating cities within Fulton County, and non-profit agencies. • Fund infrastructure improvements and public facilities such as sidewalks, street lighting, pedestrian facilities, ADA improvements, and community centers in income-eligible areas. • Assist community service organizations in improving or expanding physical structures to serve homeless residents, low- and moderate-income households, and other special needs populations. • Demolish dilapidated structures to stop the spread of blight in low- and moderate-income areas as needed.
5	Goal Name	Program Administration
	Goal Description	

Projects

AP-35 Projects – 91.220(d)

Introduction

The projects listed below represent the activities Fulton County plans to undertake during the 2024 program year to address the goals of providing decent affordable housing, promoting a suitable living environment, and encouraging economic opportunity. The allocation of funding for the 2024 projects has been determined based on overall priority needs of county residents and community input received during the planning process.

Projects

#	Project Name
1	CDBG Program Administration
2	Housing Rehabilitation Program
3	Alpharetta: Alpharetta Adult Activity Center - ADA Parking Improvements
4	College Park: Charles E. Phillips Park Improvements
5	East Point: Water Main Infrastructure Replacement Initiative
6	Fairburn: Mullis Street Pedestrian Improvements
7	Hapeville: John Lewis Memorial Park Improvements
8	Union City: Shannon Parkway Phase I
9	Palmetto: Johnson Road and Church Street Basin and Collection System CCTV Project
10	HOME Program Administration
11	Home Ownership Program
12	Tenant-Based Rental Assistance
13	HOME Program CHDO

Table 7 - Project Information

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

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

Obstacles to meeting underserved needs include limited funding availability, limited affordable housing

development opportunities and shovel-ready projects, and increased development costs.

AP-38 Project Summary
Project Summary Information

1	Project Name	CDBG Program Administration
	Target Area	Countywide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	CDBG: \$182,820
	Description	Program administration costs related to the overall planning and execution of CDBG assisted community development activities, in accordance with the CDBG administrative cap. Up to 20 percent of each year's CDBG grant plus program income can be obligated for planning and administrative costs.
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	Not Applicable
	Location Description	Fulton County Department of Community Development, 137 Peachtree Street SW, Atlanta, Georgia 30303
	Planned Activities	Costs related to overall planning and execution of CDBG-assisted activities. Matrix Cod 21A
2	Project Name	Housing Rehabilitation Program
	Target Area	Countywide
	Goals Supported	Affordable Housing Construction and Preservation
	Needs Addressed	Develop and Preserve Affordable Rental Housing Housing Rehabilitation Assistance for Homeowners
	Funding	CDBG: \$212,466
	Description	Program to provide minor home repairs for senior citizens.
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	Housing units rehabbed: 20
	Location Description	Specific locations within the Fulton County entitlement jurisdiction to be determined during the program year
	Planned Activities	Housing rehabilitation for senior households. Matrix code 14A

3	Project Name	Alpharetta: Alpharetta Adult Activity Center - ADA Parking Improvements
	Target Area	
	Goals Supported	Facility and Infrastructure Improvements
	Needs Addressed	Community Improvements
	Funding	CDBG: \$110,000
	Description	ADA Parking Improvements
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	Citywide – City of Alpharetta
	Location Description	13450 Cogburn Road
	Planned Activities	Handicap Barrier Removal. Matrix code 03A
4	Project Name	College Park: Charles E. Phillips Park Improvements
	Target Area	
	Goals Supported	Facility and Infrastructure Improvements
	Needs Addressed	Community Improvements
	Funding	CDBG: \$120,000
	Description	Project includes site demolition; grading; playground equipment replacement
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	CT 106.04 (3), 106.03 (1) 2,730 people
	Location Description	4400 Herschel Road, College Park GA, 30337
	Planned Activities	Park improvements Matrix Code 03F
5	Project Name	East Point: Water Main Infrastructure Replacement Initiative
	Target Area	
	Goals Supported	Facility and Infrastructure Improvements
	Needs Addressed	Community Improvements

	Funding	CDBG: \$120,000
	Description	Project will upgrade undersized water mains
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	BG 4 CT 112.02 – 63.57% LMI; 445 low-mod individuals
	Location Description	City of East Point – Jones and Washington Road
	Planned Activities	Infrastructure Improvement Matrix Code 03J
6	Project Name	Fairburn: Mullis Street Pedestrian Improvements
	Target Area	
	Goals Supported	Facility and Infrastructure Improvements
	Needs Addressed	Community Improvements
	Funding	CDBG: \$195,000
	Description	Project includes installation of new sidewalk to ADA handicap ramp & pedestrian lighting
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	BG 1 CT 105.14 – 28.69% LMI Adjacent: BG 3 CT 105.14 – 64.36% LMI ; BG 3 CT 105.13 – 55.48% LMI
	Location Description	Mullis Street Washington Street to Dodd Street; then Dodd Street to Strickland Street
Planned Activities	Infrastructure Improvement Matrix Code 03L	
7	Project Name	Hapeville: John Lewis Memorial Park Improvements
	Target Area	
	Goals Supported	Facility and Infrastructure Improvements
	Needs Addressed	Community Improvements
	Funding	CDBG: \$84,971
	Description	Funds needed to purchase turf as stored materials
	Target Date	12/31/2024

	Estimate the number and type of families that will benefit from the proposed activities	BG 1 CT 108 – 71.96% LMI; 385 low-mod individuals
	Location Description	488 King Arnold Street
	Planned Activities	Park improvements Matrix Code 03F
8	Project Name	Union City: Shannon Parkway Phase I
	Target Area	
	Goals Supported	Facility and Infrastructure Improvements
	Needs Addressed	Community Improvements
	Funding	CDBG: \$120,000
	Description	Project includes creation of a new park anchor with greenspace, playground, and restrooms
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	Citywide – City of Union City [BG 3 CT 105.12 – 80.18% LMI; 1,780 low-mod individuals]
	Location Description	*Shannon Parkway
	Planned Activities	Park improvements Matrix Code 03F
9	Project Name	Palmetto: Johnson Road and Church Street Basin and Collection System CCTV Project
	Target Area	
	Goals Supported	Facility and Infrastructure Improvements
	Needs Addressed	Community Improvements
	Funding	CDBG: \$109,000
	Description	Project includes Johnson Rd- Equipment Replacement; Smoke Testing and CCTV Repairs
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	BG 3 CT 105.10 – 51.52% LMI; 4,825 low-mod individuals BG 3 CT 104 – 61.13% LMI; 2,375 low-mod individuals

	Location Description	Johnson Rd; Church Street (between Roosevelt Highway)
	Planned Activities	Infrastructure Improvement Matrix Code 03J
10	Project Name	HOME Program Administration
	Target Area	Countywide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	HOME: \$59,488
	Description	Program administration costs related to the overall planning and execution of HOME-assisted affordable housing activities, in accordance with the HOME administrative cap. Up to 10 percent of each year's HOME grant plus program income can be obligated for planning and administrative costs.
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Countywide
	Planned Activities	Program administration costs related to the overall planning and execution of HOME-assisted affordable housing activities.
11	Project Name	Home Ownership Program
	Target Area	Countywide
	Goals Supported	Down Payment Assistance
	Needs Addressed	Affordable Homeownership Opportunities
	Funding	HOME: \$113,027
	Description	Loans to eligible first-time homebuyers to assist with down payment costs related to eligible home purchases in Fulton County.
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	Direct financial assistance to homebuyers: 13 households assisted

	Location Description	Specific locations within the Fulton County entitlement jurisdiction to be determined during the program year
	Planned Activities	Down payment assistance to first time homebuyers.
12	Project Name	Tenant-Based Rental Assistance
	Target Area	Countywide
	Goals Supported	Rental Assistance
	Needs Addressed	Rental Assistance and Homelessness Prevention
	Funding	HOME: \$333,133
	Description	Reimbursement to contracted partner(s) to provide tenant-based rental assistance programs for extremely low- and low-income households.
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	Tenant based rental assistance / rapid rehousing: 25 households assisted
	Location Description	Specific locations within the Fulton County entitlement jurisdiction to be determined during the program year
	Planned Activities	Tenant-based rental assistance for extremely low- and low-income households.
13	Project Name	HOME Program CHDO
	Target Area	Countywide
	Goals Supported	Affordable Housing Construction and Preservation
	Needs Addressed	Develop and Preserve Affordable Rental Housing
	Funding	HOME: \$89,232
	Description	Set aside funds for CHDO activities.
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	Rental Units Constructed; 2 units
	Location Description	Countywide
	Planned Activities	CHDO eligible activities

AP-50 Geographic Distribution – 91.220(f)

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

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

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

Geographic Distribution

Target Area	Percentage of Funds
Countywide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

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

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

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

During the 2024 program year, Fulton County will assist 42 households with housing needs. Using HOME funds, the County anticipates providing tenant-based rental assistance to 20 households and assisting 10 homebuyers purchase homes. Two affordable housing units are expected to be created utilizing CHDO funds. HOME funds will also be used to rehabilitate ten renter-occupied homes.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	42
Special-Needs	0
Total	42

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

One Year Goals for the Number of Households Supported Through	
Rental Assistance	20
The Production of New Units	2
Rehab of Existing Units	10
Acquisition of Existing Units	10
Total	42

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

Discussion

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

AP-60 Public Housing – 91.220(h)

Introduction

The Housing Authority of Fulton County (HAFC) operates Public Housing and Housing Choice Voucher programs in Fulton County. As of 2023, the HAFC operates or assists 1,958 total units of affordable housing. 960 assisted families utilize housing choice vouchers, 132 units are Low Income Housing Tax Credits, 212 units are project-based vouchers (of which 100 resulted from a RAD conversion), and 654 are port vouchers.

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

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

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

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

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

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

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

participate in homeownership

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

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

The EPHA offers the Family Self-Sufficiency Program as well.

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

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

Discussion

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

Introduction

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

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

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

The Coordinated Intake and Assessment System (CIAS) is designed to complete outreach and recruit homeless individuals and families throughout the geographic area of Fulton County, to assess their individual needs and facilitate access to services in response to those identified needs. CIAS utilizes a multi-tiered approach which requires the operation of an Assessment Center centrally located in both the south and north areas of Fulton County.

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

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

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

Addressing the emergency shelter and transitional housing needs of homeless persons

There are 53 emergency shelter beds in the County. Of these, the majority are for families with

children. There are also 151 Transitional Housing units. Most transitional housing is available only to families with children and 4 beds are available for unaccompanied youth.

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

The County will also work to increase the availability of affordable housing in Fulton County by using HOME funds to support the development of new affordable rental housing.

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

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

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Over the next year, housing and service providers in Fulton County will continue to work together to prevent homelessness in populations who are vulnerable to or at risk of homelessness. Organizations and resources to prevent homelessness that will be in place during the 2024 program year in Fulton County include:

- North Fulton Community Charities provides emergency financial assistance, thrift shop, food bank, government benefits screening, and rapid rehousing.
- The Community Assistance Center provides rental assistance, food, clothing and education resources for homelessness prevention.
- LIFT Community Development Corp. provides housing and shelter referrals, life and financial skills training, food and clothing giveaways, transportation assistance, education and

employment referrals, and mental health and wellness assessments.

- HOPE Atlanta (Travelers Aid) provides rental and security deposit assistance, housing search assistance, one-on-one support, and rapid rehousing, as well as emergency services, crisis intervention, transitional and permanent supportive housing for persons living with HIV/AIDS. HOPE Atlanta's Supportive Services for Veterans and their Families Program funds rapid rehousing and prevention assistance to homeless veteran households.

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

According to the County's HOME-ARP Allocation Plan, 12% of its HOME-ARP funding will be for supportive services, recognizing that long term supportive services are critical to ensuring stability and success in permanent housing for vulnerable households.

Discussion

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

Introduction:

During the 2024 program year, Fulton County will provide HOP – Homeownership program funds to help lower income households become homeowners. Removing the barrier for African American households to become homeowners is a means to building generational wealth.

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

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

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

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

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

The County also uses CDBG funds for Fair Housing education services for residents, community organizations, and housing providers. Additionally, funds aid Fair Housing complaint investigation services. Metro Fair Housing is using previous years CDBG funds for its efforts and will not use 2024

funds.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

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

Actions planned to address obstacles to meeting underserved needs

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

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

- Housing development and homeownership
- Tenant Based Rental Assistance
- Community projects to improve parks, remove handicap barriers, improve sidewalks, water and sewer facilities

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

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

the Georgia Department of Justice.

Actions planned to foster and maintain affordable housing

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

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

Actions planned to reduce lead-based paint hazards

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

Actions planned to reduce the number of poverty-level families

Over the FY 2024 program year, Fulton County will continue its workforce development programs through WorkSource Fulton to connect individuals with job skills and employment. Homeless service providers will continue to offer job search and resume assistance. A focus on improving the jobs/housing balance in existing and emerging job centers in Fulton County will aim to help poverty-level families access more employment opportunities, while potentially lowering transportation and housing costs.

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

Actions planned to develop institutional structure

Fulton County has developed a robust administrative structure to manage its CDBG and HOME funds. The County's Department of Community Development offers technical assistance sessions for potential subrecipients, CHDOs, and contractors to learn how to effectively administer funding from the CDBG

and HOME programs. In addition to working with organizations, the County's citizen participation process is designed to keep constituents abreast of funding plans and make engaged and informed citizens another vital part of the institutional structure.

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

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

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

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

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

Discussion:

Program Specific Requirements

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

Introduction:

Fulton County will continue to receive CDBG and HOME funding in 2024.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

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

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

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(I)(2)

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

Fulton County does not anticipate investing HOME funds in other forms than described in 24 CFR Section 92.205(b) of the HOME Investment Partnerships Final Rule regulations effective October 1,

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2024

1996 and as subsequently amended. The County will notify HUD as appropriate if any changes are proposed and follow the applicable substantial amendment process as outlined in the County's Citizen Participation Plan.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

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

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

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

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

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

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

NSP Program the homebuyer's income can go up to 120% of area median income.

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

Federal regulations for the HOME Program specify certain requirements for resale. The affordability period is based on total HOME investment in the property. The housing unit must be the principal residence of the household throughout the affordability period. To ensure affordability, the County has imposed the resale mechanism to keep the house affordable to low-income homebuyers when the recipient decides to sell the house within the affordability period or no longer resides in the home as their principal residence. The following is exercised: (1) the homebuyer may sell the property to a willing buyer that meets HUD's low-income eligibility; (2) the seller must receive a "fair return" on original investment plus improvements. A restrictive covenant will be placed on the property and recorded with the County Recorder to assure the home remains affordable.

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

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

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

The HA does not have a preference for the current TBRA program. Not applicable.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

Fulton County did not establish preferences or limitations in the HOME ARP Allocation Plan. Not applicable.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that

limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

Fulton County did not establish preferences or limitations in the HOME ARP Allocation Plan. Not applicable.

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

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

N/A County will not receive ESG in 2024

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

N/A County will not receive ESG in 2024

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

N/A County will not receive ESG in 2024

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

N/A County will not receive ESG in 2024

5. Describe performance standards for evaluating ESG.

N/A County will not receive ESG in 2024

N/A County will not receive ESG in 2024

1 **RESOLUTION AUTHORIZING THE ADOPTION AND SUBMITTAL OF 2024 ANNUAL**
2 **ACTION PLAN AND AMENDMENTS TO THE DEPARTMENT OF HOUSING AND**
3 **URBAN DEVELOPMENT (HUD) FOR THE FEDERAL CDBG AND HOME**
4 **PROGRAMS; AUTHORIZING THE CHAIRMAN OF THE FULTON COUNTY BOARD**
5 **OF COMMISSIONERS TO DISBURSE THE FUNDS AND EXECUTE AND**
6 **ADMINISTER THE CONTRACTS AND RELATED DOCUMENTS CONSISTENT WITH**
7 **THESE FEDERAL PROGRAMS; AND FOR OTHER PURPOSES**

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

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

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

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

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

25 **WHEREAS**, the Fulton County Board of Commissioners supports the submittal of
26 the 2024 Annual Action Plan and Amendments to secure federal funds supporting
27 projects and services needed by its low- and moderate-income citizens.

59 **ATTEST:**

60

61

62

63 _____
Tonya Grier

64 Clerk to the Commission

65

66

67 **APPROVED AS TO FORM:**

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69

70

71 _____
David Lowman, Office of the Fulton County Attorney

72

CERTIFICATIONS

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

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

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

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

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

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

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

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

Signature of Authorized Official

Date

Chair, Board of Commissioners
Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

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

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

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

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

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

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2024 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

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

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

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

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

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

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

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

Signature of Authorized Official

Date

Chair, Board of Commissioners

Title

OPTIONAL Community Development Block Grant Certification

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

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

Signature of Authorized Official

Date

Chair, Board of Commissioners
Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

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

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

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

Signature of Authorized Official

Date

Chair, Board of Commissioners

Title

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Chairman, Board of County Commissioners
APPLICANT NAME Fulton County	DATE SUBMITTED 

Standard Form 424B (Rev. 7-97) Back

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Chairman, Board of County Commissioners
APPLICANT NAME Fulton County	DATE SUBMITTED 

Standard Form 424B (Rev. 7-97) Back

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text" value="B-24-UC-13-0003"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="Fulton County, GA"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="58-6001729"/>	* c. UEI: <input type="text" value="J3Y1XYZYUFQ5"/>	
d. Address:		
* Street1: <input type="text" value="137 Peachtree Street, Sw, Ste 300"/>	Street2: <input type="text"/>	
* City: <input type="text" value="Atlanta"/>	County/Parish: <input type="text"/>	
* State: <input type="text" value="GA: Georgia"/>	Province: <input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	* Zip / Postal Code: <input type="text" value="30303-3444"/>	
e. Organizational Unit:		
Department Name: <input type="text" value="Community Development"/>	Division Name: <input type="text" value="Community Development"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="Stanley"/>	
Middle Name: <input type="text"/>	* Last Name: <input type="text" value="Wilson"/>	
Suffix: <input type="text"/>	Title: <input type="text" value="Director"/>	
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text" value="404-612-1243"/>	Fax Number: <input type="text"/>	
* Email: <input type="text" value="stanley.wilson@fultoncountyga.gov"/>		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant Program

*** 12. Funding Opportunity Number:**

14.218

* Title:

Community Development Block Grant Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Question 14 - Areas Affected by Project.doc

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

FY 2024 CDBG Program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="1,254,257.00"/>
* b. Applicant	<input type="text" value=""/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value=""/>
* f. Program Income	<input type="text" value=""/>
* g. TOTAL	<input type="text" value="1,254,257.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number:

Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text" value="M-24-UC-13-0211"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
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* a. Legal Name: <input type="text" value="Fulton County, GA"/>		
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Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

HOME Investment Partnerships Program

*** 12. Funding Opportunity Number:**

14.239

* Title:

HOME Investment Partnerships Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Question 14 - Areas Affected by Project.doc

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

FY 2024 HOME Program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="594,880.00"/>
* b. Applicant	<input type="text" value=""/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value=""/>
* f. Program Income	<input type="text" value=""/>
* g. TOTAL	<input type="text" value="594,880.00"/>

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*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

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* Signature of Authorized Representative:

* Date Signed:

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As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
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13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE <input data-bbox="899 1346 1511 1377" type="text" value="Chairman, Board of County Commissioners"/>
APPLICANT ORGANIZATION <input data-bbox="94 1482 872 1518" type="text" value="Fulton County"/>	DATE SUBMITTED 

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PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE <input data-bbox="898 1346 1511 1377" type="text" value="Chairman, Board of County Commissioners"/>
APPLICANT ORGANIZATION <input data-bbox="94 1482 863 1516" type="text" value="Fulton County"/>	DATE SUBMITTED 

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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0441

Meeting Date: 6/26/2024

Department

Public Works

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

Request approval of a recommended proposal - Department of Public Works, 24RFP140569K-DB, MS4 NPDES Permit Management Oversight and Administration in an amount not to exceed \$64,422.00 with River to Tap, Inc. (R2T) (Roswell, GA), to provide management, oversight, and administration services for the MS4 NPDES required Storm Water Management Program within the unincorporated area of Fulton County on a time and materials basis. Effective upon execution of the contract through December 31, 2024, with two renewal options.

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

In accordance with the Purchasing Code Section 102-375, all competitive sealed proposals shall be forwarded to the Board of Commissioners for approval.

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

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: Department of Public Works recommends approval to award the contract to River to Tap (R2T) to provide management, oversight, and administration services for the MS4 NPDES required stormwater management program within the unincorporated area of Fulton County.

Scope of Work: The contract provides for consulting services for Oversight, Management and Administration services for the National Pollutant Discharge Elimination System (NPDES) Municipal

Separate Storm Sewer System (MS4) Permit program within the Fulton Industrial District area of unincorporated Fulton County. The MS4 Permit requires the development of a Stormwater Management Program and numerous subprograms/program elements established to reduce and minimize pollutant discharges to surface water from stormwater sources.

The Best Management Practices for this program include:

- Inspection and Maintenance of Stormwater Control Structures
- Detection and Elimination of Illicit Discharges
- Industrial Facility Stormwater Discharge Control
- Construction Site Management
- Inspection and Enforcement of Highly Visible Pollutant Sources
- Public Education
- Public Involvement
- Regulation of Post Construction Stormwater Controls
- Promotion of Green Infrastructure / Low Impact Development

The consultant will assist Fulton County staff in performing and meeting these elements on a time and materials basis and preparing an annual report to EPD documenting our efforts. The consultant will monitor the timely accomplishment of the tasks performed by staff, as well as other consultants, and compile and submit the comprehensive annual report documenting compliance required by the Permit.

Community Impact: This contract ensures that all requirements of the NPDES MS4 Permit will be met and the Stormwater Program within the Fulton Industrial District of unincorporated Fulton County will meet all necessary federal requirements.

Department Recommendation: The Department of Public Works recommends approval of the contract to provide MS4 NPDES Permit Management Oversight and Administration services for the Fulton Industrial District.

Project Implications: Contracting these services will allow the Department of Public Works to more effectively and efficiently achieve compliance with the requirements of the NPDES MS4 Permit requirements.

Community Issues/Concerns: There are no known community issues or concerns with the approval of this contract.

Department Issues/Concerns: The Department of Public Works does not have any concerns with the approval of this contract.

Contract Modification: New Procurement

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

Contract Value: **\$64,422.00**

Prime Vendor: River to Tap, Inc. (R2T)
Prime Status: African American Female Business
Location: Roswell, GA
County: Fulton County
Prime Value: \$64,422.00 or 100.00%

Total Contract Value: \$64,422.00 or 100.00%
Total Certified Value: \$64,422.00 or 100.00%

Exhibits Attached

Exhibit 1: Evaluation Committee Recommendation letter
 Exhibit 2: Contractor Performance Report

Contact Information

Nick Ammons, Deputy Director of Public Works, 404-612-7530

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
 Previous Adjustments: \$0.00
 This Request: \$64,422.00
 TOTAL: \$64,422.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

Agenda Item No.: 24-0441

Meeting Date: 6/26/2024

203-540-5453-1160: Water & Sewer R&E, Public Works, Professional Services - \$64,422.00.

Key Contract Terms	
Start Date: Execution of Contract	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: TV options remain

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Report Period Start:
10/1/2023

Report Period End:
12/31/2023



INTEROFFICE MEMORANDUM

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

FROM: Evaluation Committee Recommendation Letter

DATE: April 29th, 2024

PROJECT: #24RFP140569K-DB; MS4 NPDES Permit Management Oversight & Administration

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.

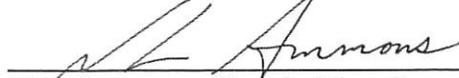
Seven (7) qualified firm submitted a proposal for evaluation and consideration for award of this project:

1. Goodwyn Mills Cawood, LLC.
2. Integrated Science & Engineering
3. Jones Engineering, LLC.
4. NOVA Engineering & Environmental
5. R2T, Inc.
6. Riverbend Environmental, Inc.
7. Suburban Consulting Engineers, Inc.

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 **R2T, Inc.** with a total score of **93.44** is the recommended vendor for the award of #24RFP140569K-DB; 2024 MS4 NPDES Permit Management Oversight and Administration.

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:



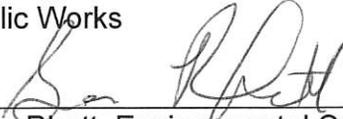
Nick Ammons, Deputy Director
Public Works



Patrick Person, Water Distributions System Manager
Public Works



Adriana Bustillos, Engineering Administrator
Public Works



Sean Rhett, Environmental Quality Specialist
Public Works

Evaluation Committee Recommendation Letter

April 29th, 2024

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EVALUATION CRITERIA	WEIGHT	Goodwyn Mills Cawood, LLC.	Integrated Science & Engineering	Jones Engineering, LLC	NOVA Engineering & Environment	R2T, Inc.	Riverbend Environmental, Inc.	Suburban Consulting Engineers Inc
Project Approach	25	23.44	17.19	7.81	21.88	25	7.81	14.06
Project Team Qualifications/Qualifications of Key Personnel	25	20.31	20.31	10.94	18.75	25	12.50	18.75
Relevant Project Experience	20	16.25	16.25	6.25	13.75	20	7.50	11.25
Availability of Key Personnel	8	6	5.50	2.50	5.50	7	4.50	3
Local Preference	5	5	0	0	0	5	0	5
Service Disabled Veterans Preference	2	0	0	0	0	0	0	0
Cost Proposal	15	6.39	8.69	.16	7.44	11.44	15.00	9.47
TOTAL SCORE:	100.00	77.39	67.94	27.66	67.32	93.44	47.31	61.53

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

Performance Evaluation Details

ID	E7
Project	MS4 NPDES Permit Management Oversight and Administration
Project Number	20RFP101320K-CRB
Supplier	River to Tap, Inc.
Supplier Project Contact	Alex Ottley (preferred language: English)
Performance Program	Professional Services
Evaluation Period	10/01/2023 to 12/31/2023
Effective Date	01/08/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	01/08/2024 03:02 PM EST
Completion Date	01/08/2024 03:02 PM EST
Evaluation Score	100



2/12/2024

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT

20/20

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

Comments *Not Specified*

SCHEDULE

20/20

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

Comments *Not Specified*

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

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

Comments *Not Specified*

COMMUNICATIONS AND CO-OPERATION

20/20

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

Comments *Not Specified*

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

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

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0442

Meeting Date: 6/26/2024

Department

Public Works

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

Request approval of a change order less than 10% - Public Works, 17RFP031617K-DJ Progressive Design/Build Services for Big Creek Water Reclamation Facility (WRF) Expansion Project Phase 2B in the amount of \$3,782,603.00 with Archer Western-Brown and Caldwell Joint Venture (Atlanta, GA) to cover costs associated with tariffs for equipment/material purchases and overall improvements to the project site and existing administration building and to extend the contract for an additional 30 days to the contract days to allow for completion of these items. 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)*

Choose an item.

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background The current structure of the contract between the Fulton County and the Joint Venture (JV) requires that the Public Works Department seek BOC approval for all spending increases over the previously approved GMP (Guaranteed Maximum Price). This includes utilization of the project's Owner Contingency. If approved, the Public Works Department will use these contingency funds to cover all costs within this action. In addition, the Public Works Department is

seeking an extension of 30 days to the end of contract to allow for the completion of the activities as outlined within this item.

Scope of Work: The Public Works Department is seeking the approval to utilize the Owner’s Contingency within the contract for the four (4) following items:

Item	Scope of Work Description	Cost
1	Demolition of existing aerobic digester foundation and under slab piping. It expected this activity can be accomplished within 30 calendar days.	\$322,353.00
2	Removal of grit and wastewater from digestors ahead of demolition.	\$1,314,625.00
3	Administration Building window replacement and store front upgrades.	\$24,076.00
4	Tariffs including claims for the following material/services: (a) reinforcement steel escalation in the amount of \$139,385.40 (b) Carbon media and RFP (reinforced fiber-glass piping) price escalations with ECS Environmental in the amount of \$849,782.31 (c) stainless steel price escalations in the amount of \$411,926.94 (d) structural steel/miscellaneous metal price escalations in the amount of \$ \$298,302.14(e) Grier Trucking escalations in the amount of \$ 35,952.00, (f) material escalations for Ovivo, USA in the amount of \$158,392.50, and (g) reinforced fiberglass piping with Enduro in the amount of \$227,807.58.	\$2,121,549.00

The funds for these elements are included within the Owner’s Contingency for the project and no additional funds are being requested as part of this item.

Community Impact: No direct impact to the community is expected from these items.

Department Recommendation: The Department of Public Works recommends approval of this item.

Project Implications: Approval of this item will allow the Joint Venture to address price escalations/tariff costs incurred by subcontractors and other vendors on the project. It will also allow the site to be fully prepared for any future needs.

Community Issues/Concerns: No community issues/concerns have been noted.

Department Issues/Concerns: The Public Works Department has not identified any concerns/issues with this request.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0476	7/8/2020	\$274,768,712.00
Change Order #1	22-0661	9/21/2022	\$259,128.00
Change Order #2	23-0075	2/1/2023	\$339,444.13
Change Order #3	24-0078	1/10/2024	\$759,719.88
Change Order #4			\$3,782,603.00
Total Revised Amount			\$279,909,607.01

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

Contract Value: \$3,782,603.00

Prime Vendor: Archer Western/Brown and Caldwell (JV Partners 50/50JV (Both firms Non-Minority)

Prime Status: Non-Minority

Location: Atlanta, GA

County: Fulton County

Prime Value: \$2,347,744.86 or 62.07%

Subcontractor: Anatek, Inc.

Subcontractor Status: Hispanic Female Business Enterprise -Certified

Location: Marietta, GA

County: Cobb County

Contract Value: \$115,500.00 or 3.05%

Subcontractor: Cowart Industrial Services

Subcontractor Status: Non-Minority

Location: Carrollton, GA

County: Carroll County

Contract Value: \$1,044,500.00 or 27.61%

Subcontractor: Diamond Glass Company

Subcontractor Status: Non-Minority

Location: Alpharetta, GA

County: Fulton County

Contract Value: \$24,076.00 or 0.64%

Subcontractor: Grier Trucking

Subcontractor Status: African American Male Business Enterprise - Certified

Location: Atlanta, GA

County: Fulton County

Contract Value: \$33,600.00 or 0.89%

Subcontractor: SSD Contracting
Subcontractor Status: Hispanic Male Business Enterprise - Certified
Location; Chamblee, GA
County: DeKalb County
Contract Value: \$217,182.14 or 5.74%

Total Contract Value: \$3,782,603.00 or 100.00%
Total Certified Value: \$366,282.14 or 9.68%

Exhibits Attached:

Exhibit 1: Change Order
Exhibit 2: Contractor’s Performance Report

Contact Information

David E. Clark, Director, Public Works 404-612-2804

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$274,768,712.00
Previous Adjustments: \$1,358,292.01
This Request: \$3,782,603.00
TOTAL: \$279,909,607.01

Grant Information Summary

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

Fiscal Impact / Funding Source

Agenda Item No.: 24-0442

Meeting Date: 6/26/2024

Funding Line 1:

235-540-5400-S157: W&S Construction-2020, Public Works, Big Creek Plant Expansion,
\$3,782,603.00

Key Contract Terms	
Start Date: BOC Approval	End Date: 9/6/2024
Cost Adjustment: \$3,782,603.00	Renewal/Extension Terms: 30 Days

Overall Contractor Performance Rating: 82

Would you select/recommend this vendor again?

Yes

Report Period Start:
3/12/2024

Report Period End:
5/13/2024

CHANGE ORDER NO. 4 TO FORM OF CONTRACT

Contractor: Archer Western-Brown and Caldwell Joint Venture

Contract No. 17RFP031617K-DJ Progressive Design/Build Services for Big Creek Water Reclamation Facility (WRF) Expansion Project Phase 2B

Address: 990 Hammond Drive, Suite 400
City, State Atlanta, Georgia 30328

Telephone: 404-926-0771

Email address: dpetersen@walshgroup.com

Contact: Duane Petersen,
Chief Operating Officer

W I T N E S S E T H

WHEREAS, Fulton County (“County”) entered into a Contract with Archer Western-Brown and Caldwell Joint Venture to perform progressive design/build services for Big Creek Water Reclamation Facility (WRF) Expansion Project Phase 2B, dated August 21, 2020; and

WHEREAS, the County wishes to amend the contract to cover costs associated with tariffs for equipment/material purchases and overall improvements to the project site and existing administration building and to extend the contract for an additional 30 days to the contract days to allow for completion of these items on behalf of the Public Works Department; and

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

WHEREAS, this Change Order 4 was approved by the Fulton County Board of Commissioners on _____ under BOC #24-.

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

This Change Order No. 4 to Form of Contract is effective as of the 26th day of June 2024, between the County and Archer Western-Brown and Caldwell Joint Venture, who agree that all Services specified will be performed by in accordance with this Change Order No. 4 to Form of Contract and the Contract Documents.

- 1. SCOPE OF WORK TO BE PERFORMED:** The Public Works Department is seeking authority to utilize the Owners Contingency within the contract for the

following four (4) items:

Demolition of existing aerobic digester foundation and underslab	\$322,353.00
Removal of grit and wastewater from digester ahead of demolition	\$1,314,625.00
Administration Building window replacement and storefront upgrades	\$24,076.00
Various tariffs for imported material and services	\$2,121,549.00
TOTAL	\$3,782,603.00

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$3,782,603.00.
3. **LIABILITY OF COUNTY:** This Change Order 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 Chairman, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF CHANGE ORDER NO. 4 TO FORM OF CONTRACT:** Except as modified by this Change Order 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

CONTRACTOR:

**ARCHER WESTER-BROWN &
CALDWELL (a joint-venture)**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Duane Petersen
Chief Operating Officer

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Rod Pope,
Vice President

APPROVED AS TO CONTENT:

ATTEST:

David E. Clark, Director
Public Works

Secretary/
Assistant Secretary

(Affix Corporate Seal)

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

ID	E4
Project	Progressive Design/Build Services for Big Creek Water Reclamation Facility (WRF)
Project Number	17RFP031617K-DJ
Supplier	Archer Western-Brown and Caldwell Joint Venture
Supplier Project Contact	Duane Petersen (preferred language: English)
Performance Program	Construction Services
Evaluation Period	03/12/2024 to 05/13/2024
Effective Date	05/28/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	05/28/2024 10:53 AM EDT
Completion Date	05/28/2024 10:53 AM EDT
Evaluation Score	82

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

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 project has experienced some slippage due to the arc-flash event and other electrical challenges. The source of the issues that occurred with the switchgear is still being investigated by the electrical contractors. A recovery schedule will be required once the evaluation and modeling efforts are completed and recommendations are made.

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

Given the complexity of the project and all of the various coordinated efforts that are required the JV has done an outstanding job of managing the subs and other subcontractors onsite.

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

Cost controls must be maintained thru the end of contract. There has been an uptick in utilization of the owners contingency. The electrical challenges on the project are being monitored to ensure they do not impact to the County.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

14/20

Rating

Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the the User Department's satisfaction.

Comments

This office was not satisfied with adherence by the JV to start-up documentation and required signoffs. This was brought to the attention of the JV and it appears they are taking the necessary steps to correct course.

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0443

Meeting Date: 6/26/2024

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, 23ITB139005A-JWT, Standby Utility Pavement Patching & Paving Services in an amount not to exceed \$300,000.00 with the K&E Group USA, LLC (Atlanta, GA) to provide standby utility pavement patching and paving services. Effective upon BOC approval through December 31, 2024.

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: This request is for an increase in spending authority for K&E Group USA, LLC (Atlanta, GA) to provide standby utility pavement patching and paving services.

This a unit based contract and the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated. The increase in spending request is due to the following:

1. Large backlog of patches that needed to be completed at the start of the contract.
2. We have had a number of projects this spring.
3. The sizes of the patches are much larger than initially planned for because the cities are requiring full lane patches beginning and ending 100 feet before the utility cut. So if we do a simple 6x6 utility cut thesis of the patch is 206x12.

This request is within the Public Works budget and no additional funding is required.

Scope of Work: The contract provides for Standby Utility Pavement Patching & Paving Services. The work consists of providing all labor, equipment, and materials necessary for the construction, installation, and emergency repair of, among other things, streets, sidewalks, curbs, gutters, and other pavement within Fulton County. The work includes providing an emergency paving repair crew on an as-needed basis. All work shall be in conformance with the contract documents, drawings, and Fulton County standards and specifications. The work will be located in various locations throughout Fulton County. The first renewal of the contract was approved on 12/20/2023, Item # 23-0947, for \$300,000,000. This request for additional spending authority is necessary because the number and size of repairs has exceeded the amount projected for the year and we will deplete the current funding amount before the end of the second quarter of 2024.

Community Impact: This contract will benefit the community by providing patching to pavement disturbed by water and sewer maintenance, installations, and repairs.

Department Recommendation: The Department of Public Works recommends approval of this increase in spending authority.

Project Implications: This service ensures the immediate repair of damaged pavement and pavement patching in locations throughout Fulton County.

Community Issues/Concerns: The Department of Public Works is not aware of any Community issues or concerns.

Department Issues/Concerns: No issues or concerns have been raised by the Department of Public Works.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0636	9/20/23	\$300,000.00
1st Renewal	23-0947	12/20/23	\$300,000.00
Amendment No. 1			\$300,000.00
2 nd Renewal			\$.00
Total Revised Amount			\$900,000.00

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

Contract Value: \$300,000.00
Prime Vendor: K & E Group USA, LLC
Prime Status: African American Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$225,000.00 or 75.00%

Subcontractor: Kemi Construction
Subcontractor Status: African American Male Business Enterprise
Location: College Park, GA
County: Fulton County
Contract Value: \$75,000.00 or 25.00%
Total Contract Value: \$300,000.00 or 100%
Total Certified Value: \$300,000.00 or 100%

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

- Exhibit 1: Amendment Form No. 1
- Exhibit 2: Contractor Performance Report

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

Wyvern Budram, Traffic Operations Manager, Public Works, 404-612-2249.

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$600,000.00
 Previous Adjustments: \$0.00
 This Request: \$300,000.00
 TOTAL: \$900,000.00

Grant Information Summary

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

Agenda Item No.: 24-0443

Meeting Date: 6/26/2024

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-W053: Water & Sewer R & E, Public Works - \$300,000.00

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: <input type="radio"/> renewal option remains

Overall Contractor Performance Rating: 88
Would you select/recommend this vendor again?
Yes

Report Period Start:
1/14/2024

Report Period End:
3/31/2024

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **K&E Group USA, LLC**

Contract No. **23ITB139005A-JWT, Standby Utility Pavement Patching & Paving Services**

Address: **3137 Daleview Way**
City, State **Atlanta, GA 30331**

Telephone: **770-906-2157**

E-mail: kemi@thekegroup.us

Contact: **Kemi Inegbedion**
President

W I T N E S S E T H

WHEREAS, Fulton County (“County”) entered into a Contract with K&E Group USA, LLC to provide standby utility pavement patching and paving services, dated September 20, 2023, on behalf of the Public Works Department; and

WHEREAS, this amendment to provide an increase in spending authority for standby utility pavement patching & paving services is needed because the number and size of repairs has exceeded the amount projected for the year and we will deplete the current funding amount before the end of the second quarter of 2024; 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 _____, 20__, between the County and K&E Group USA LLC, 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 contract provides for Standby Utility Pavement Patching & Paving Services. The work consists of providing all labor, equipment, and materials necessary for the construction, installation, and emergency repair of, among other things, streets, sidewalks, curbs, gutters, and

other pavement within Fulton County. The work includes providing an emergency paving repair crew on an as-needed basis. All work shall be in conformance with the contract documents, drawings, and Fulton County standards and specifications. The work will be located in various locations throughout Fulton County.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed the dollar amount of the contract \$300,000.00.
3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

K&E Group USA, LLC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Kemi Inegbedion
PRESIDENT

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

David Clark, Director
Department of Public Works

Commission Expires: _____

(Affix Notary Seal)

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

ID	E2
Project	Standby Utility Pavement Patching and Paving Services
Project Number	23ITB139005A-JWT
Supplier	The K&E Group USA LLC
Supplier Project Contact	Kemi Inegbedion (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	01/14/2024 to 03/13/2024
Effective Date	05/02/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	05/02/2024 07:52 AM EDT
Completion Date	05/02/2024 07:52 AM EDT
Evaluation Score	88



05/24/2024

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

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

QUALITY OF PRODUCT OR SERVICE

20/20

Rating
Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.
Comments Quality of products and workmanship exceed expectations.

TIMELINESS OF PERFORMANCE

17/20

Rating
Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.
Comments Inspections, mobilization and repairs are completed promptly.

BUSINESS RELATIONS

17/20

Rating
Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.
Comments Project Manager responds quickly to emails and calls.

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 Repairs are completed promptly after notification and invoices are correctly submitted.

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 Costs are kept within the contract and no price increase.

GENERAL COMMENTS

Comments Contractor has been very responsive to requests for repairs and provides good customer service.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0444

Meeting Date: 6/26/2024

Department

County Manager

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

Request approval to increase the spending authority - Office of County Manager, Project ORCA Program Support with Ankobia Group, LLC (Atlanta, GA) in an amount not to exceed \$175,000.00 to provide program support services for the County Court Backlog Reduction Plan (Project ORCA) in an effort to address the significant backlog of court cases due to Coronavirus (COVID-19). Effective dates: July 1, 2024, through December 31, 2024.

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 As a result of the public health crisis, the County entered into an Emergency Authorization Agreement with Ankobia Group, LLC to provide program support services for the County Court Backlog Reduction Plan (Project ORCA) in an effort to address the significant backlog of court cases due to Coronavirus (COVID-19). This request is to increase the spending authority to continue services through December 31, 2024.

Scope of Work: To provide program support services for the County Court Backlog Reduction Plan (Project ORCA) in an effort to address the significant backlog of court cases due to Coronavirus (COVID-19).

Community Impact: Continued reduction of the court case backlog contributing to further reductions of the Fulton County Jail population.

Department Recommendation: Department recommends Approval

Project Implications: Program support required to successfully administer Project ORCA to reduce the court case backlog.

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0127	2/15/2023	\$350,000.00
Amendment No. 1	23-0902	12/20/2023	\$175,000.00
Amendment No. 2			\$175,000.00
Total Revised Amount			\$700,000.00

Contract & Compliance Information

Contract Value: \$175,000.00

Prime Vendor: Ankobia Group, LLC
Prime Status: African American Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$175,000.00 or 100.00%

Total Contract Value: \$175,000.00 or 100.00%
Total Certified Value: \$175,000.00 or 100.00%

Exhibits Attached:

Exhibit 1: Amendment No. 2 to Form of Contract

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

Steve Nawrocki, Justice Performance Management Officer, Office of the County Manager, 404-735-6240

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$350,000.00
 Previous Adjustments: \$175,000.00
 This Request: \$175,000.00
 TOTAL: \$700,000.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

448-118-BLAD-1160: American Rescue Plan, County Manager, Professional Services

Key Contract Terms	
Start Date: 7/1/2024	End Date: 12/31/2024
Cost Adjustment: \$175,000.00	Renewal/Extension Terms: N

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Agenda Item No.: 24-0444

Meeting Date: 6/26/2024

Report Period Start:
1/2/2023

Report Period End:
11/15/2023

AMENDMENT NO. 1 TO FORM OF AGREEMENT

This Amendment No. 2 to the Emergency Authorization Agreement is made and entered into this 1st day of July 2024, between Fulton County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as "County" and **ANKOBIA GROUP, LLC**, hereinafter referred to as "Consultant", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, Fulton County ("County") entered into a Contract with Ankobia Group, LLC to perform emergency work to provide program support services for the County Court Backlog Reduction Plan ("Project ORCA") in an effort to address the significant backlog of court cases due to Coronavirus (COVID-19), dated January 1, 2023; and

WHEREAS, the County amended the existing contract to increase the spending authority in order to continue the program support services for the County Court Backlog Reduction Plan ("Project ORCA") for an additional six (6) month period beginning January 1, 2024, through June 30, 2024, approved on December 20, 2023, BOC Item #23-0902; and

WHEREAS, the County wishes to amend the existing Contract to increase the spending authority in order to continue the program support services for the County Court Backlog Reduction Plan ("Project ORCA") for an additional six (6) month period beginning July 1, 2024, through December 31, 2024; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on June 26, 2024, BOC Item #24-

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

This Amendment No. 2 to Form of Contract is effective as of the 1st day of July 2024, between the County and Ankobia Group, LLC who agree that all services specified will be performed in accordance with this Amendment No. 2 to Form of Contract and the Emergency Authorization Agreement.

1. **SCOPE OF WORK TO BE PERFORMED:** To continue the program support services for the County Court Backlog Reduction Plan ("Project ORCA") for an additional six (6) month period beginning July 1, 2024, through December 31, 2024.

2. **COMPENSATION:** This Amendment No. 2 increases the spending authority for the continuation of the services to be performed in an amount not to exceed \$175,000.00 (One Hundred Seventy Five Thousand Dollars and No Cents), which is full payment for the complete scope of work.
3. **LIABILITY OF COUNTY:** This Amendment No. 2 to Form of Agreement shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the County and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 2 TO FORM OF AGREEMENT:** Except as modified by this Amendment No. 2 to Form of Agreement and the Agreement, and all Agreement Documents, remain in full force and effect.

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

OWNER:

CONSULTANT:

FULTON COUNTY, GEORGIA

ANKOBIA GROUP, LLC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Nzingha Asantewa-Gordon
President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

David Summerlin
Superior Court Administrator

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0354

Meeting Date: 6/26/2024

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

Request approval of a Resolution by the Fulton County Board of Commissioner urging Municipalities located within Fulton County, Georgia to enhance safety at convenience stores by adopting Ordinances and laws mandating the use of video surveillance systems at these establishments; and for other purposes. **(Abdur-Rahman) (MOTION TO APPROVE FAILED ON 5/15/24 AND 6/5/24)**

1 **A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS URGING**
2 **THE MUNICIPALITIES LOCATED WITHIN FULTON COUNTY, GEORGIA TO**
3 **ENHANCE SAFETY AT CONVENIENCE STORES BY ADOPTING ORDINANCES AND**
4 **LAWS MANDATING THE USE OF VIDEO SURVEILLANCE SYSTEMS AT THESE**
5 **ESTABLISHMENTS; AND FOR OTHER PURPOSES.**

6
7 **WHEREAS**, the Fulton County Board of Commissioners is tasked with protecting
8 the health, welfare, and safety of its residents and visitors by ensuring the continued
9 availability of crime free and safe convenience stores within the County; and

10 **WHEREAS**, the Fulton County Board of Commissioners declares and finds that a
11 significant number of violent crimes occur at convenience stores, and recognizes the
12 importance of video surveillance systems to ensure the safety and security of
13 convenience stores and their patrons, and assist in law enforcement investigations; and

14 **WHEREAS**, pursuant to O.C.G.A. § 36-35-3, municipalities have the power to
15 adopt clearly reasonable ordinances, resolutions or regulations relating to their property,
16 affairs, and local government for which no provision has been made by general law and
17 which are not inconsistent with the state constitution or any applicable charter provision;
18 and

19 **WHEREAS**, the Fulton County Board of Commissioners fully supports and
20 encourages all municipalities located within Fulton County, Georgia to adopt ordinances
21 and laws mandating the use of video surveillance systems (VSS) at convenience stores
22 within their respective jurisdictions to the extent that such ordinances and laws promote
23 the public good and general welfare of Fulton County and the municipalities.

24 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
25 Commissioners hereby urges all municipalities located within Fulton County to adopt
26 ordinances and laws mandating the use of video surveillance systems (VSS) at

27 convenience stores within their respective jurisdictions for the benefit and protection of
28 their residents and visitors consistent with the powers granted to the municipalities by
29 state and local laws.

30 **BE IT FURTHER RESOLVED**, that the Fulton County Board of Commissioners
31 hereby urges all municipalities located within Fulton County to adopt an ordinance or law
32 mandating the use of video surveillance systems (VSS) at convenience stores within their
33 respective jurisdictions that includes the following key provisions:

34 (1) Video Surveillance Requirements:

- 35 • All convenience stores shall maintain a VSS in proper working order twenty-
36 four (24) hours and seven (7) days per week. Continuous operation of the
37 VSS is required, including outside of business hours.

38 (2) Minimum Standards for the Placement of Video Cameras:

- 39 • All convenience stores shall maintain video cameras at each register,
40 entrance and exit, pump, loading dock, and parking lot.

41 (3) Technological Standards for Video Cameras:

- 42 • All convenience store video cameras shall be high-resolution color cameras
43 capable of providing clear facial features, shall have infrared/night vision
44 capabilities, shall be 300 PPI or more resolution, and shall be maintained in
45 the file format preferred by the municipal police department.

46 (4) Video Surveillance Footage Maintenance and Accessibility:

- 47 • All video surveillance footage shall be recorded and maintained for at least
48 sixty (60) days.

49 • All video surveillance footage shall be accessible to law enforcement and
50 shall be provided to law enforcement within seventy-two (72) hours of a law
51 enforcement request.

52 (5) Notice of Presence of a Video Surveillance System:

53 • Convenience stores shall to prominently display notices informing the public
54 of the presence of the video surveillance system, including notices at
55 registers and/or counters.

56 (6) Grandfathering:

57 • There shall be a grace period for existing stores to comply with updated
58 standards.
59 • If a store currently has a VSS that becomes non-compliant due solely to the
60 changes in standards outline in the ordinance, that convenience store shall
61 have one-hundred eighty (180) days to bring its system into compliance.

62 (7) Change in Location:

63 • Convenience stores shall obtain an initial inspection for compliance in the
64 new location.

65 (8) Video Surveillance Standards:

66 • VSS standards shall be updated and published every three (3) years.
67 • The updated standards shall be published on the municipality’s website,
68 and the County’s website.
69 • The updated standards shall also be communicated to the Board of
70 Commissioners by filing with the Clerk to the Board of Commissioners.

71 (9) Monitored Business:

72 • The municipal chief of police may designate certain businesses as
73 "Monitored Businesses," subject to specific procedures and requirements,
74 such as installing a VSS and requesting an initial inspection.

75 (10) Inspections and Noncompliance:

76 • The municipal governing authority shall designate an agency or department
77 to conduct regular inspections to ensure compliance with the VSS
78 ordinance or law.

79 • Non-compliant convenience stores must take immediate steps to bring their
80 video surveillance systems into compliance within sixty (60) days of
81 notification of a violation.

82 • Failure to bring the VSS into compliance within sixty (60) days of notification
83 of a violation may result in an enforcement action.

84 (11) Enforcement Actions and Penalties:

85 • Municipal employees, including code compliance officers and inspectors,
86 are authorized to issue citations for violations of the ordinance.

87 • Upon citation and conviction of the violation in a court of competent
88 jurisdiction, which includes the Magistrate Court of Fulton County, the
89 violator may be subject to fines and/or imprisonment as outlined in the
90 municipal code. The specific penalties would depend on the nature and
91 severity of the violation.

92 (12) Revocation of Monitored Business Designation:

93 • For monitored businesses, failure to comply with VSS requirements may
94 result in the revocation of their monitored business designation.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0311

Meeting Date: 6/26/2024

Department

Senior Services

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

Presentation of the Senior Transportation Uber/Lyft Program Update and request approval of \$4.00 cost share per one-way trip. **(HELD ON 5/1/24)**

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

Request approval

Strategic Priority Area related to this item

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background Presentation of the Senior Transportation Uber/Lyft Program Update and request approval of \$4.00 cost share per one-way trip.

Community Impact: The Uber/Lyft senior transportation program enables seniors to age in place and continue to remain active in their community. As of March 2024, 2,199 seniors used the service which is a 20% year-over-year increase.

Department Recommendation: The Department of Senior Services recommends a \$4.00 cost share per one-way trip.

Project Implications: Cost share changes may result in potential \$135K savings quarterly.

Community Issues/Concerns: Registered senior riders rely on the transportation program to access medical appointments (33%) and personal or community trips (66%). The community is concerned about access to the transportation program.

Department Issues/Concerns: The Department is concerned about program sustainability.

Senior Transportation Update - Uber/Lyft

- Ridership Stats
- Means Test Update
- Cost Share Recommendation



Fulton County Government Department of Senior Services

Senior Services provides Uber/Lyft rides through the Common Courtesy contract.

- Demand Response (Medical Appointments, Community Trips, Multipurpose)
- Hours of Operation - Monday - Friday 8:30am - 5:00pm
- Projected FY24 costs for Uber/Lyft are \$4.6M.
 - \$3,134,178.00 FY24 contract renewal (#23-0908)
 - \$1,500,000.00 spending authority increase based on approved FY24 enhancement (pending May regular meeting)



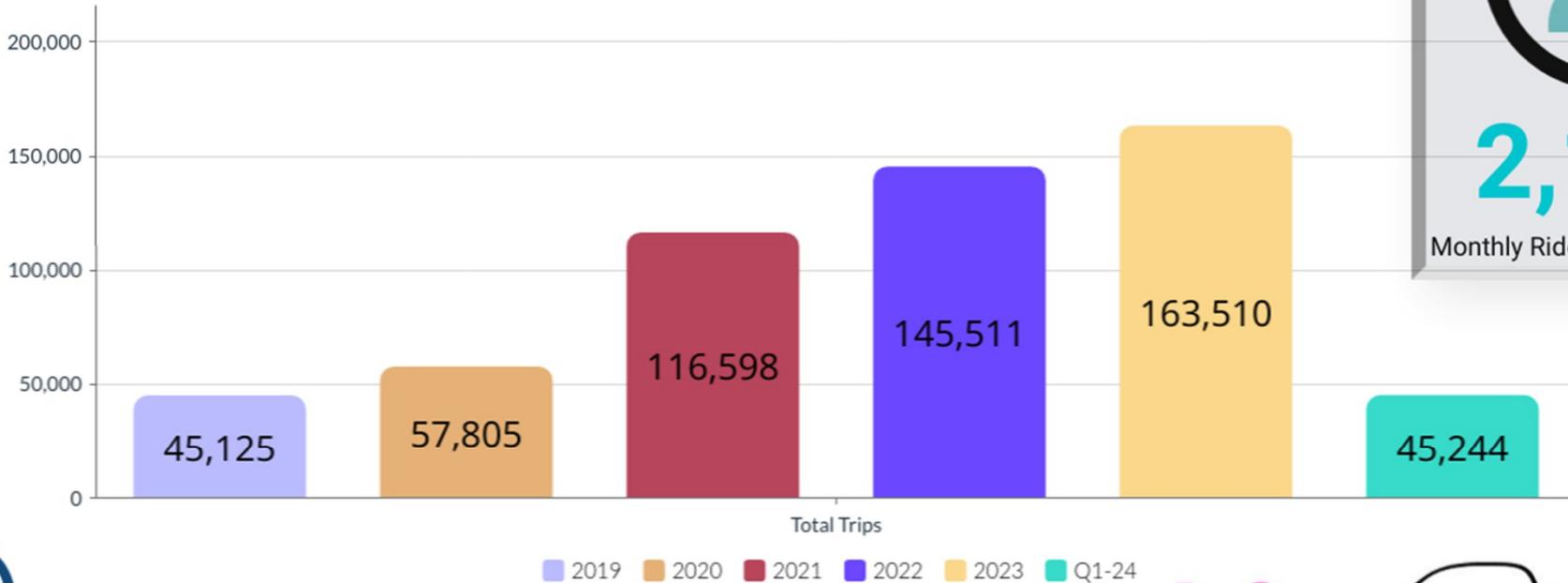
Ridership continues to increase for Uber/Lyft.

Ridership

Uber/Lyft Service (Common Courtesy).

Total Monthly Cumulative by Year

Common Courtesy



2,199
Monthly Ridership March 2024



Program Recommendation Updates

Means Testing Discovery

Outcomes are not projected to increase program sustainability as expected:

- Added burden on seniors to present proof of income
- Increased administrative costs
- Inadequate program resources to manage means test
- Absence of secure system to safeguard personal financial information
- Senior reluctance to share new required documentation

Upon further investigation, means testing is no longer a recommended option.



New Program Recommendation

BOC Recommendation \$4 Cost Share per Trip

In lieu of means testing, the Department recommends a \$4 cost share per trip for all users.

Projected anticipated cost savings are based on the 2024 ridership

FC Client Rider Share	Potential Cost Savings/Month
\$4 per trip	\$45K



May 1, 2024

Senior Transportation Update



Fulton County Government Department of Senior Services



Fulton County Board of Commissioners

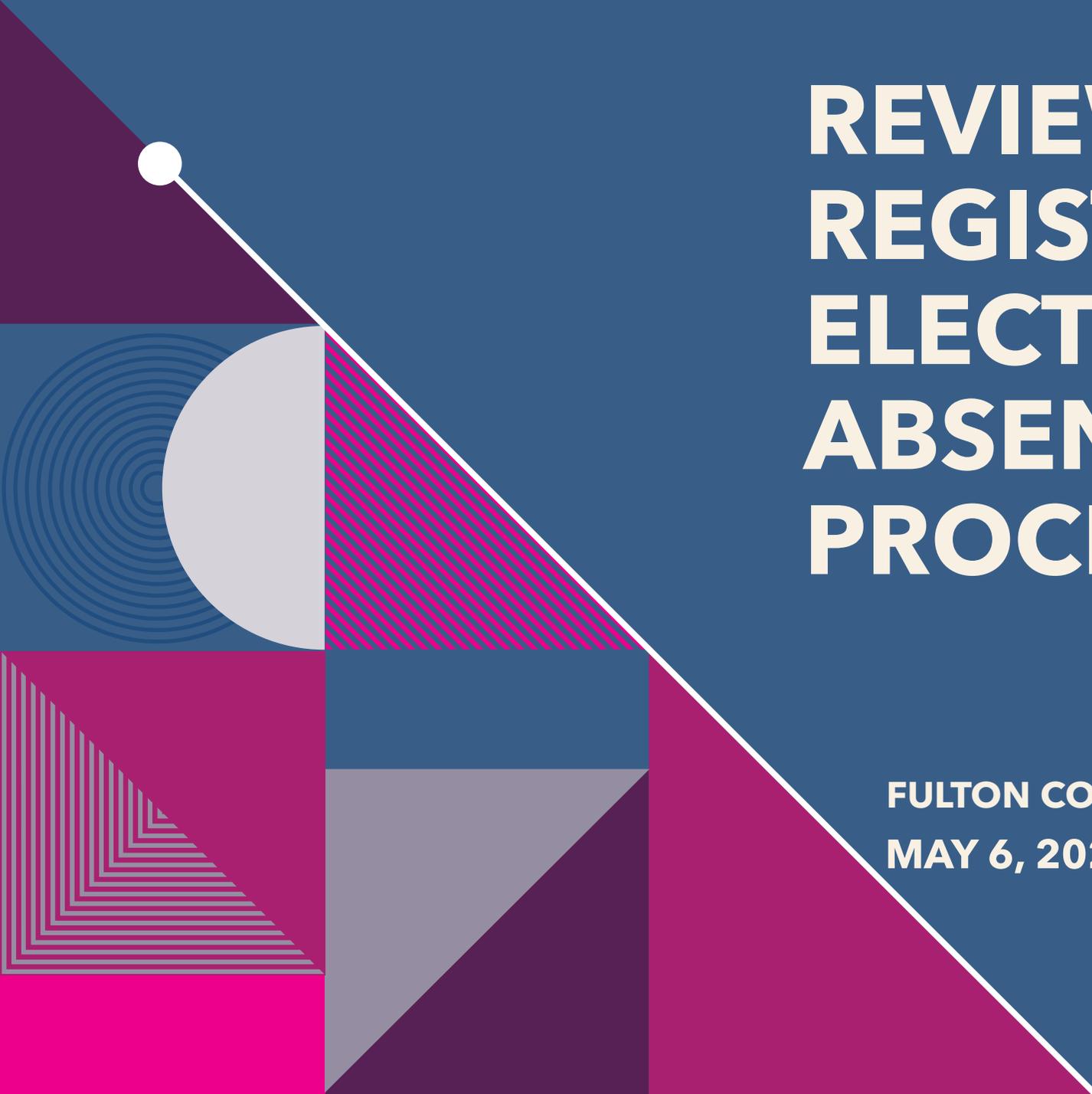
Agenda Item Summary

Agenda Item No.: 24-0447

Meeting Date: 6/26/2024

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

Discussion: County Auditor - Review of the Registration and Elections Absentee Voting Process
(Thorne)



REVIEW OF THE REGISTRATION & ELECTIONS ABSENTEE VOTING PROCESS

FULTON COUNTY - OFFICE OF THE COUNTY AUDITOR
MAY 6, 2024

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6. Ballot Upload & Retention

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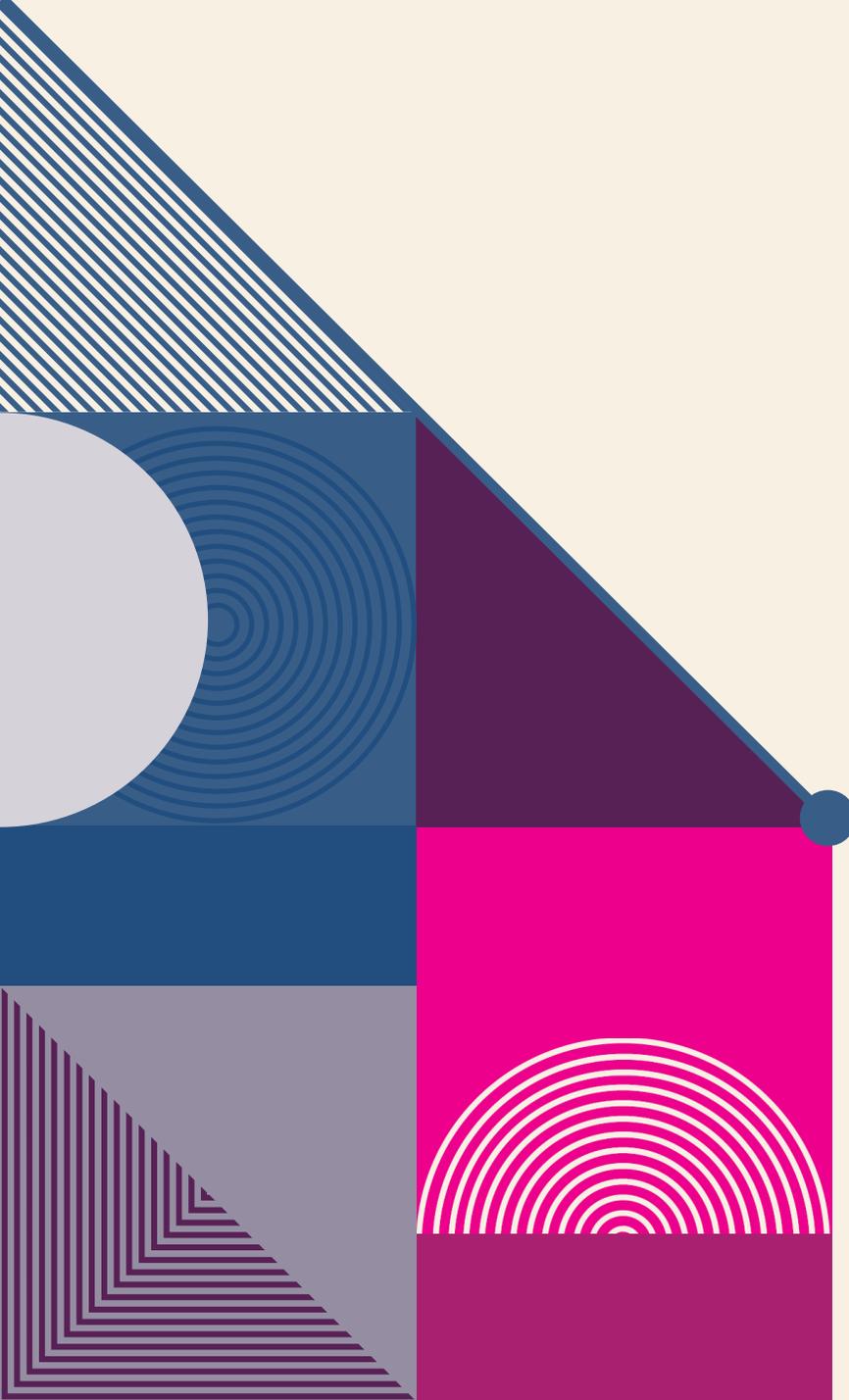
ENGAGEMENT SCOPE

- Objective: To assess the effectiveness and efficiency of the absentee voting process and evaluate whether adequate controls exist throughout the process.
- Scope: Absentee voting transactions between November 2023 through February 2024, to include onsite observations of the absentee voting process during the General Election and the Primary Election for Fulton County, Georgia.



BACKGROUND

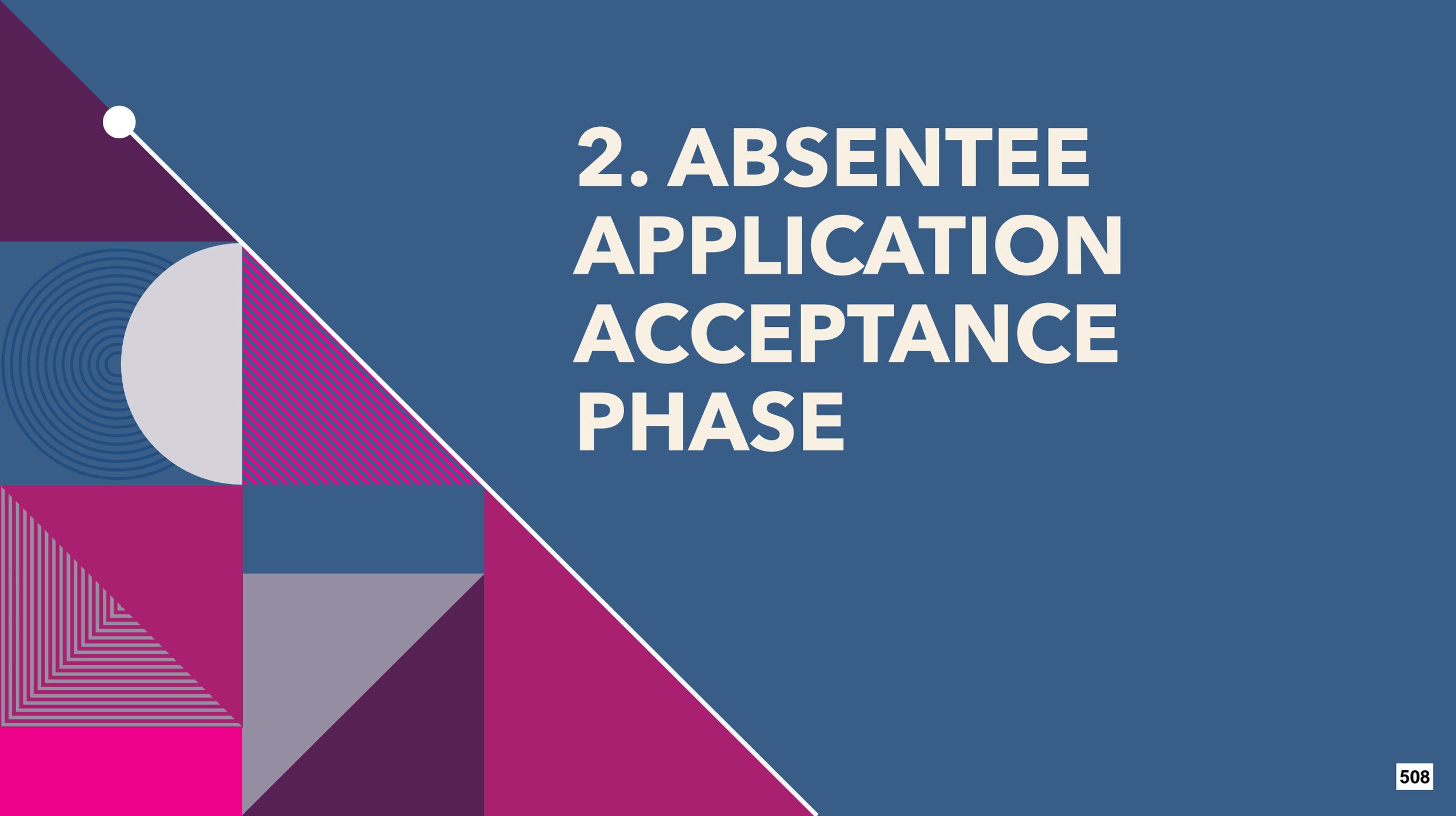
Purpose: To observe the preparation, mail out, receipt, opening, and processing of absentee ballots for the November 7, 2023, General Election and the March 12, 2024, Primary Election for Fulton County, Georgia. Additionally, to determine whether controls are operating effectively and efficiently.



PROCEDURE

The Office of the County Auditor notified the Department of Registration and Elections of an on-site observation of the preparation of the absentee ballot process to be conducted on Friday, February 9, 2024, with an observation of the mailing of these ballots to occur on Monday, February 12, 2024. We obtained the Absentee by Mail processes and procedures and the Absentee Ballot Overview documents from the Absentee Manager to become familiar with the processes and plan steps for the observation.

The observation took place at the Registration and Elections (R&E) HUB in a designated room. As a result of a cyber attack on Fulton County Government at the end of January 2024, the Georgia Secretary of State restricted the use of the Georgia Registered Voter Information System's website (GARViS) to one room within the R&E Hub. We also observed the stuffing of ballots in the mailroom. Under normal circumstances, the envelopes would be addressed and stuffed with inserts in the absentee area and then stuffed with ballots in the mailroom.

The background features a complex geometric design. On the left, there are several overlapping shapes: a dark purple triangle at the top left, a blue square with concentric circles, a light grey semi-circle, a pink square with diagonal lines, a pink square with horizontal lines, a blue square, a grey triangle, and a pink triangle. A white dot is connected by a white line to the top-left corner of the pink square with diagonal lines. The main text is positioned on the right side of the slide.

2. ABSENTEE APPLICATION ACCEPTANCE PHASE

ABSENTEE APPLICATION ACCEPTANCE PROCESS

Pathways

- Mail
- Walk-In
- Email
- Fax
- GARViS

Verification Process - thoroughly review the application:

- Name mirrors GARViS
- DOB
- Drivers License or acceptable form of ID
- Original pen & ink signature
- Highlight mailing address

MAIL

Description: Ballots received by mail are delivered to the receptionist and placed in a sealed ballot box. The ballot box is retrieved once daily by the mail courier and taken to the mail room, where the envelopes are opened, applications removed, date/time stamped on each page, stamped "received by mail", recorded on the Daily Count Sheet and the envelopes maintained.

Observation: At the time of our visit there were no mailed applications to observe.

Recommendation: None

WALK-IN

Description: Absentee ballot applications are accepted by Election's staff at the walk-up windows at the Registration & Elections Hub. A signed affidavit must be completed for each walk-in ballot submitted, attesting the individual's identity and the authorization to vote.

Observation: At the time of our visit, there were no walk-in ballots to observe.

Recommendation: None

EMAIL AND FAX

Description: Absentee ballot applications are accepted via email using the elections.absentee@fultoncountyga.gov email address and printed. Applications are also retrieved from the fax machine at designated times. Both emails and faxes are date/time stamped, stamped “Received by FAX/EMAIL”, logged on the “Daily Count Log of applications” and then placed in the Pre-Sort area.

Observation: At the time of our visit, there were no emails or faxes retrieved; however, we viewed the Daily Count Log Sheet showing the number of applications received by date through the various pathways, including email and fax.

We also noted that all Absentee Division staff have access to the above email account to answer any questions, although one individual is assigned to monitor the incoming absentee ballot emails.

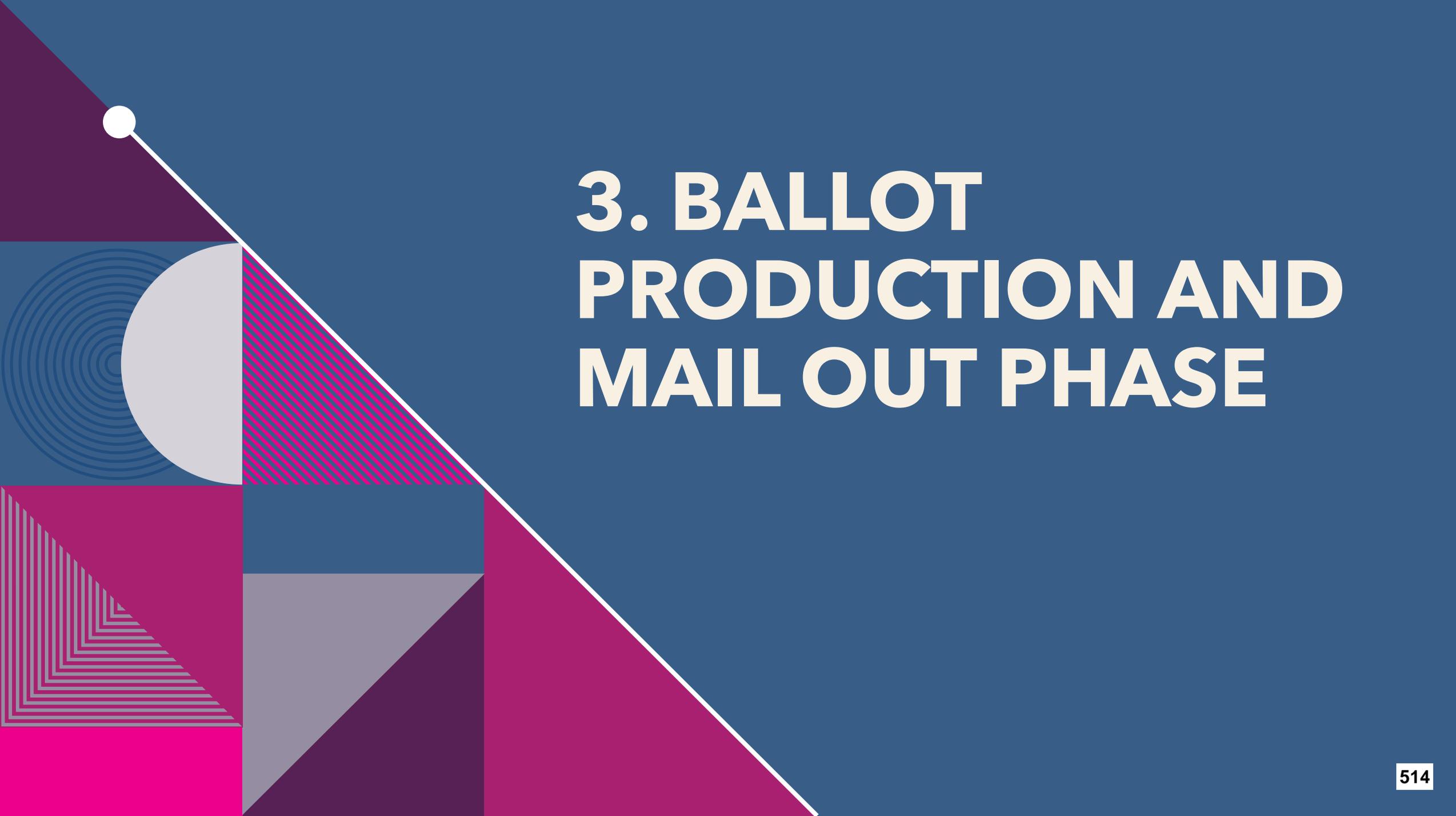
Recommendation: We recommend updating procedures to include the processes for handling and reconciling absentee ballots through the various pathways to ensure proper handling and reconciling of ballots. Additionally, ensure that the Absentee staff members handling the ballots are identifiable.

GARVIS

Description: Absentee ballot applications are completed and accepted via the Secretary of State (SOS) Online Voter Registration portal. Absentee Specialists access the applications submitted via the portal by logging into GARViS, Georgia Registered Voter Information System. Applications are printed for the record, date stamped, and logged on the “Daily Count Log of Applications”.

Observation: During our visit, we did not observe the printed applications received in GARViS; however, we reviewed the Daily Count Log of Applications noting the submissions received through the GARViS portal.

Recommendation: None

The background features a complex geometric design. On the left, there are several overlapping shapes: a dark purple triangle at the top left, a blue square with concentric circles, a light grey semi-circle, a pink square with diagonal lines, a blue square with a white border, a grey triangle, and a pink square with a white border. A white dot is connected by a white line to the top-left corner of the dark purple triangle. The main text is positioned on the right side of the slide.

3. BALLOT PRODUCTION AND MAIL OUT PHASE

PREPARATION FOR MAILING ABSENTEE BALLOTS

Description: Absentee ballot applications can be requested via the Fulton County website or downloaded from the Secretary of State Website. The absentee ballots are to be prepared for mailing no more than 29 days, and no later than 25 days before a primary election per O.C.G.A 21-2-384. Furthermore, the application must be agreed to the GARViS voter information system; address, name, license or ID, and signature must be verified. If the information does not agree, a voter registration application should be completed. If it is not completed, the voter is sent a provisional ballot that must be cured.

To prepare the ballots for mailing, the Absentee Voter Report is pulled from GARViS. This report shows the individuals who have applied and requested an absentee ballot, it also contains the mailing address, precinct, and party. The address labels are prepared and printed for processing.

Observation: The mailing labels were printed prior to our arrival, although we observed the Absentee Manager log into GARViS, pull the Absentee Voter Report, select the election date of March 12, 2024, and accept the report. The report was filtered by application status of “accepted”, and then filtered to show Absentee by Mail”. The manager excluded the “UOCAVA” or military ballots, for those that were previously mailed. The number of voters on the list totaled 782 voters. The last filter performed was by political party, to show democratic and republican. This identification is important to ensure the correct ballot is provided to the voter. A pivot table was prepared to obtain the total number of ballots by precinct and political party.

The mailing labels consisted of two labels for each voter. One label contained the voter’s name along with a mailing address; the second label contained the voter’s name, election date of March 12th, precinct, voter registration number, and political party.

We observed the Absentee Officers placing the address label on the white mailing envelope and the name label on the yellow oath envelope to be placed inside the white envelope, along with an instruction pamphlet and a privacy envelope. The envelopes are then housed in a mail bin for processing. Once this process is complete, each Absentee Officer takes their respective mail bin to the mail room for ballot stuffing and verification.

Recommendation: We recommend updating the procedures to include all steps observed and potential issues that may arise during the mailing process, along with mitigating controls to address any issues.

STUFFING OF ENVELOPES

Description: The ballots are stored in a locked file cabinet within the mailroom located inside the Elections Hub. **Note:** The mailroom is a segregated area enclosed by a chain link fence. The mailroom is locked and accessible by authorized personnel with a key card only. Three election employees must be present in the mailroom (whenever ballots are present) in accordance with Election Code 21-2-386 (2)(A).

The Absentee Officer notifies the Registration & Elections Mail Courier that ballots are needed for the respective precinct and the political party. (The mail couriers sort the ballots by precinct and political party before storing them.) The ballots are provided to the Absentee Officer to begin stuffing the envelopes, along with a review of the ballot to ensure the accuracy of the precinct located in the upper left-hand corner of the ballot.

Observation: We observed the placing of ballots into the white envelopes and noted that the Absentee Officer verified the precinct number and the political party without exception.

Recommendation: None

VERIFICATION OF MAILING ENVELOPES

Description: The absentee voters' names on the Absentee Voter Report are compared to the mailing envelopes to ensure that each voter who has requested a mailed ballot has an envelope prepared. If there are any errors or omissions identified, it is corrected immediately before proceeding to the next voter on the list.

Observation: We observed the verification of the Absentee Voter Report to the mailing envelopes by the Absentee Officers. This verification included the confirmation of the name, address, precinct, and political party. The envelope was also reviewed to ensure all inserts, including ballots were present within the white mailing envelope. We observed one envelope that did not include a ballot; it was inadvertently omitted. The ballot was requested for the political party and precinct and placed in the envelope.

Recommendation: Upon review of the procedures, steps for handling missing and omitted ballots are not addressed. We recommend updating the procedures to include the specific steps that should be followed during the verification process and any necessary controls that should be followed to ensure the accuracy of the mailing envelopes.

VERIFICATION OF BALLOTS

Description: The verification process consists of verifying that the correct ballot is in the mailing envelope; name, address, precinct, and the type of ballot (Republican or Democrat). The verification process takes place in the mailroom and the staff are paired in twos. The first mail-out occurred on February 12, 2024, and the last day a ballot can be requested is March 1, 2024, for the upcoming election on March 12, 2024. This election is a Primary Presidential Preference (PPP). A presidential preference primary is a primary election in which a voter indicates a preference for a particular candidate to be a party's nominee for the presidency.

Observation: We observed the Absentee Specialist reading the information from the manifest, and the Absentee Supervisor ensuring the information was accurate on the absentee ballot. The information from the manifest is pulled from (GARViS), daily, up until March 1st, (for this election). The manifest contained information for both the Democratic and Republican parties; blue highlights on the manifest represented provisional ballots. Provisional ballots, also known as “challenge” or “affidavit” ballots in some states, are required by the federal Help America Vote Act of 2002 (HAVA). When there is uncertainty about a voter’s eligibility—the potential voter’s name is not on the voter rolls, a required identification document isn’t available, or another issue arises—the election official is required to offer the voter a provisional ballot instead of a regular ballot. Standards for handling provisional ballots are determined by state law.

Recommendation: We recommend updating the procedures to reflect all steps observed.

COUNTING OF THE BALLOTS

Description: Once the Absentee Ballots are verified, the Mail Courier sends the ballots through the counter and agrees the ballot count to the manifest count.

Observation: We observed the counting of the ballots and noted the first count did not agree to the manifest total of 814 ballots. The courier performed a recount by running the ballots back through the counter to ensure all ballots were accounted for. After the recount, the total agreed to the manifest total of 814. One ballot was inadvertently left on the table.

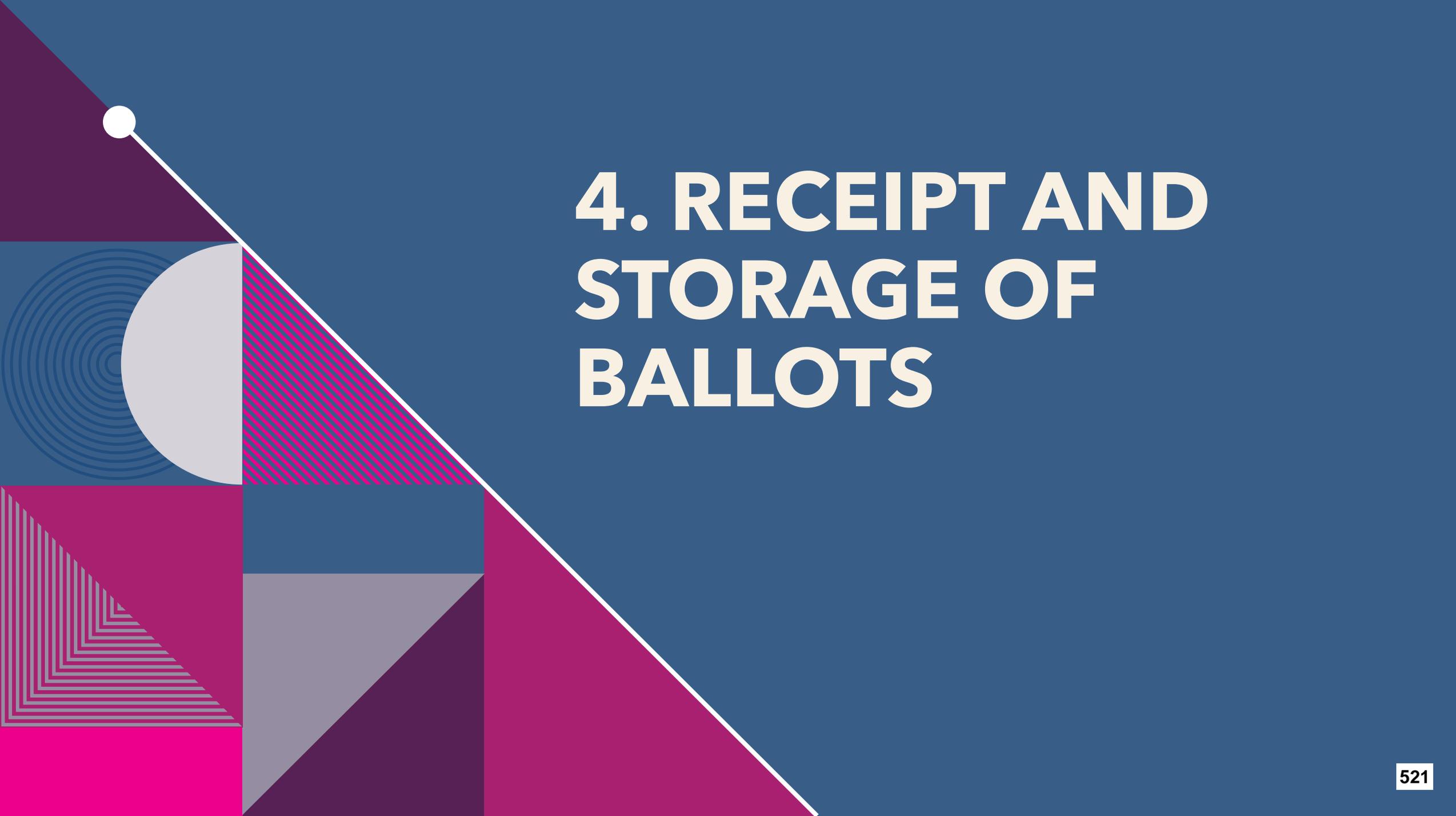
Recommendation: We recommend updating the procedures to include all steps observed to ensure processes performed by all staff are consistent and to ensure all requested ballots are mailed to the respective voter.

SAFEKEEPING OF THE BALLOTS

Description: Once all envelopes are verified, the mail bins are placed in the locked file cabinets and locked by the Mail Courier. The envelopes will remain locked until mailing on Monday, February 12, 2024. The ballots are sealed by the Mail Couriers, locked in the ballot boxes and taken downtown to the Fulton County Government Center for mail out.

Observation: We observed the sealing of the ballots. We did not observe the ballots being transported downtown. We were informed that there must be at least 2 Mail Couriers traveling with the ballots. We were unable to verify the consistency of steps performed, given the absence of written procedures.

Recommendation: We recommend drafting detailed written procedures for the transporting and mailing of absentee ballots. Written procedures streamline departmental processes and maximize consistency.

The background features a complex geometric design. On the left, there are several overlapping shapes: a dark purple triangle at the top left, a blue square with concentric circles, a light grey semi-circle, a pink square with diagonal lines, a blue square with a pink square inside it, a grey triangle, and a pink square with a series of parallel lines. A white dot is connected by a thin white line to the top-left corner of the pink square with diagonal lines. The main title is centered on the right side of the page.

4. RECEIPT AND STORAGE OF BALLOTS



VERIFICATION - RECEIPT AND STORAGE OF BALLOTS

Description: Absentee ballots are returned via dropbox, walk-in, or mail. Dropbox ballots are obtained from each advanced voting location by the R&E Supply and Logistics Division. The ballots are brought back to the Elections HUB and locked in a retention cage until the chain of custody passes to the mail courier. Absentee ballots received via walk-in and mail are delivered to the front desk reception and placed in a sealed ballot box until retrieved by the R&E Mail Courier.

The Mail Courier takes possession of the ballots, and they are stored in a locked file cabinet within the mailroom which is located inside the Elections Hub. The mailroom is a segregated area enclosed by a chain link fence and is accessible only by authorized persons with a key card. As previously noted, there must be three election employees within the mailroom (whenever ballots are present) per the election code. The R&E mail courier cuts the seal from the ballot box to run the ballots through the time and date stamp machine.

Observation: We observed Mail Couriers cut the seal and run ballots through the machine and noted the current day's date stamp and time on the ballots.

Recommendation: We recommend ballots be pre-sorted to determine initial issues with applications containing missing information or other issues so staff can continue with verification and acceptance of ballots.



VERIFICATION – BALLOT ACCEPTANCE

Description: The Oath is opened on each ballot to ensure all required information is included to give credit to the elector. The Oath is reviewed for the following information:

- Signature and printed name
- Voter Identification (DL# or Identification Card #) **or**
- If no ID, include SS# **or**
- Selection marked to place another form of acceptable ID within the ballot envelope

Observation: We observed the Absentee Specialists sign onto GARViS with a username and password with a 2-step verification process. The elector on the ballot was searched using the voter registration number listed on the ballot envelope; name and mailing address verified; ballot mail-out date reviewed; receipt date and time of returned ballot entered and performed by placing a check in the accepted box in the system. After ballots are accepted in the GARViS system, an Absentee Ballot Supervisor or another individual on the Absentee Ballot Team will verify that the accepted ballots have been marked accepted in the system noted by “accepted” and the date.

We also observed the Absentee Officer verify a batch of absentee ballots that were designated as “accepted”. No issues were found. Ballots were placed back in the designated tray and then placed in a tray by precinct in precinct order.

Recommendation: Currently, the Absentee Ballot Supervisor or other designated absentee specialist can verify the accepted ballots. We recommend “Another individual” be specifically identified by title to set clear roles and responsibilities for individual team members.



VERIFICATION - BALLOT ACCEPTANCE, CONTINUED...

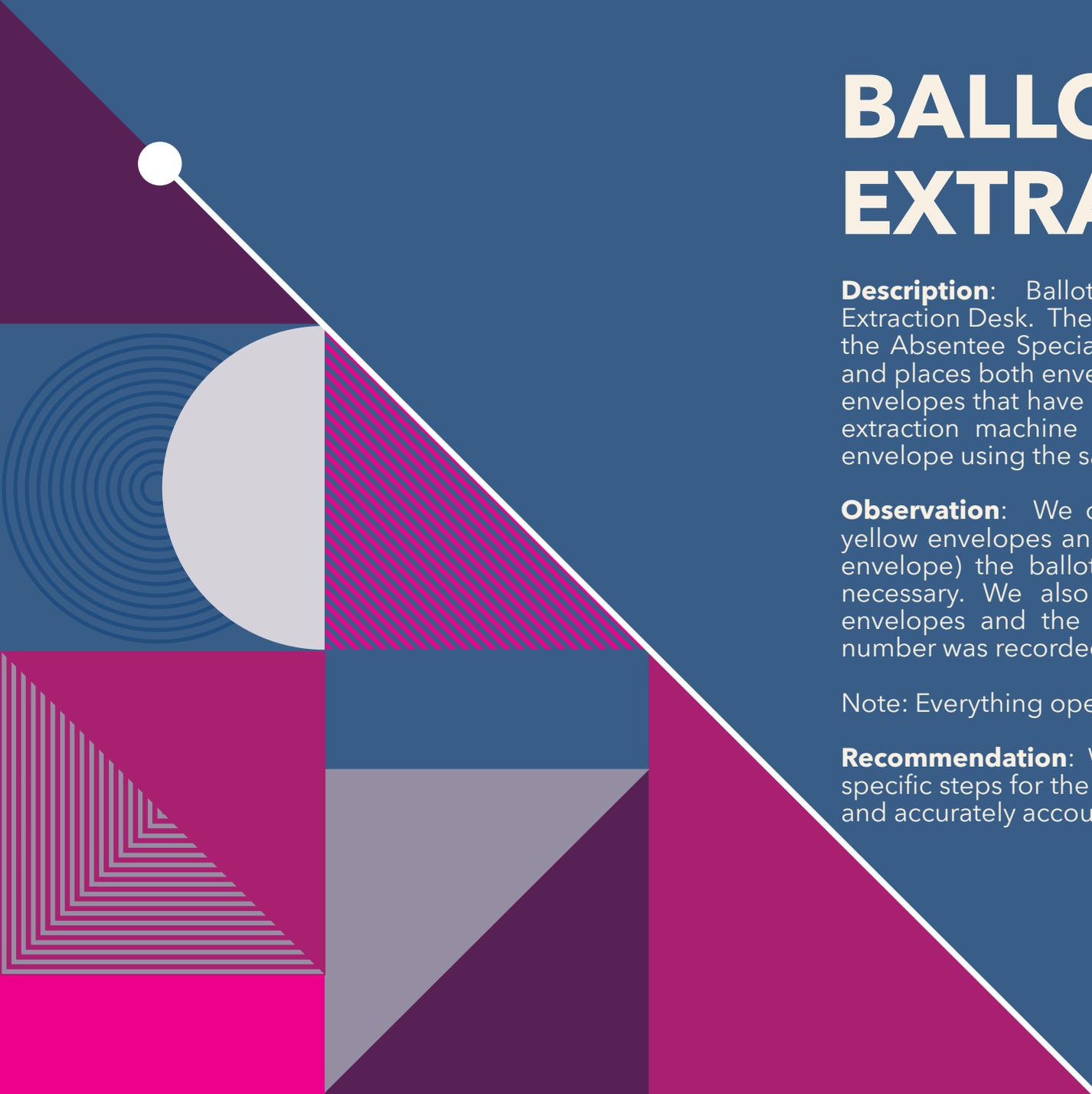
Description: Once the ballots are accepted, they are grouped into batches of 50. This grouping is performed by a Mail Courier in the Absentee Division using the electronic sorter machine. A green batch sheet is placed with the batched ballots which lists the precinct name, precinct number, and total number of ballots. The ballots are placed in a sealed cage, removed from the mail room, and rolled to the processing area. The Absentee Manager runs a report to show the total number of absentee ballots and compares the total to the physical ballot count.

Observation: We observed that the report total was agreed to the total number of batched ballots without exception. The batched ballots were placed in a cage, sealed, and rolled to the processing area accompanied by the Absentee staff. Once in the processing area, the seal was cut and the seal # was verified on the seal manifest, along with the number of ballots.

Recommendation: We recommend updating procedures to include the above processes for handling, reconciling, and safeguarding accepted ballots.

An abstract geometric design on the left side of the slide. It features a grid of colored squares: a bright pink square at the top left, a grey square below it, a dark purple square at the bottom left, and a blue square at the bottom right. The pink square contains a white semi-circular pattern of concentric lines. The grey square contains a white semi-circular pattern of concentric lines. The dark purple square contains a white semi-circular pattern of concentric lines. The blue square contains a white semi-circular pattern of concentric lines. A white line with a circular dot at its end extends from the top left towards the center. The background is a solid dark pink color.

5. BALLOT EXTRACTION AND PROCESSING PHASE



BALLOT EXTRACTION

Description: Ballots are opened using the ballot extractor machine at the Rapid Extraction Desk. The machine opens the ballots two at a time in an upright position and the Absentee Specialist removes the white ballot envelope from the yellow envelope and places both envelopes in the respective bin/tray. The machine shows the number of envelopes that have been opened and that number is verified with the batch total. The extraction machine is also used to extract the actual ballot from the white ballot envelope using the same process as above.

Observation: We observed the extraction of the ballots and noted there were 50 yellow envelopes and 49 ballot envelopes. (1 ballot was turned without a white ballot envelope) the ballot is kept with the yellow envelope for additional information if necessary. We also observed the ballots being extracted from the white ballot envelopes and the extractor count was verified with the ballot number. The total number was recorded and signed by two individuals.

Note: Everything opened must be scanned by law.

Recommendation: We recommend updating the written procedures to include the specific steps for the ballot extraction process to ensure all ballots are handled properly and accurately accounted for.



PREP STATION

Description: The Absentee Specialist unfolds the ballots and reviews them for any tears, extra marks, or anything that could prevent the ballot from being scanned and recorded. Any issues are put to the side as potential issues. Issues may also go through a voter review process.

Observation: We observed one ballot with a smeared mark next to a selection. We were told that it may not scan and accept the selection, although it was included and scanned successfully. We were also notified that if this was a partisan election, the ballot would be held for review by the partisan party to determine the selection. During a municipal election, the respective city of the elector would provide an appointee to determine the intention of the elector.

Recommendation: We recommend updating the written procedures to include the process involved in prepping ballots.

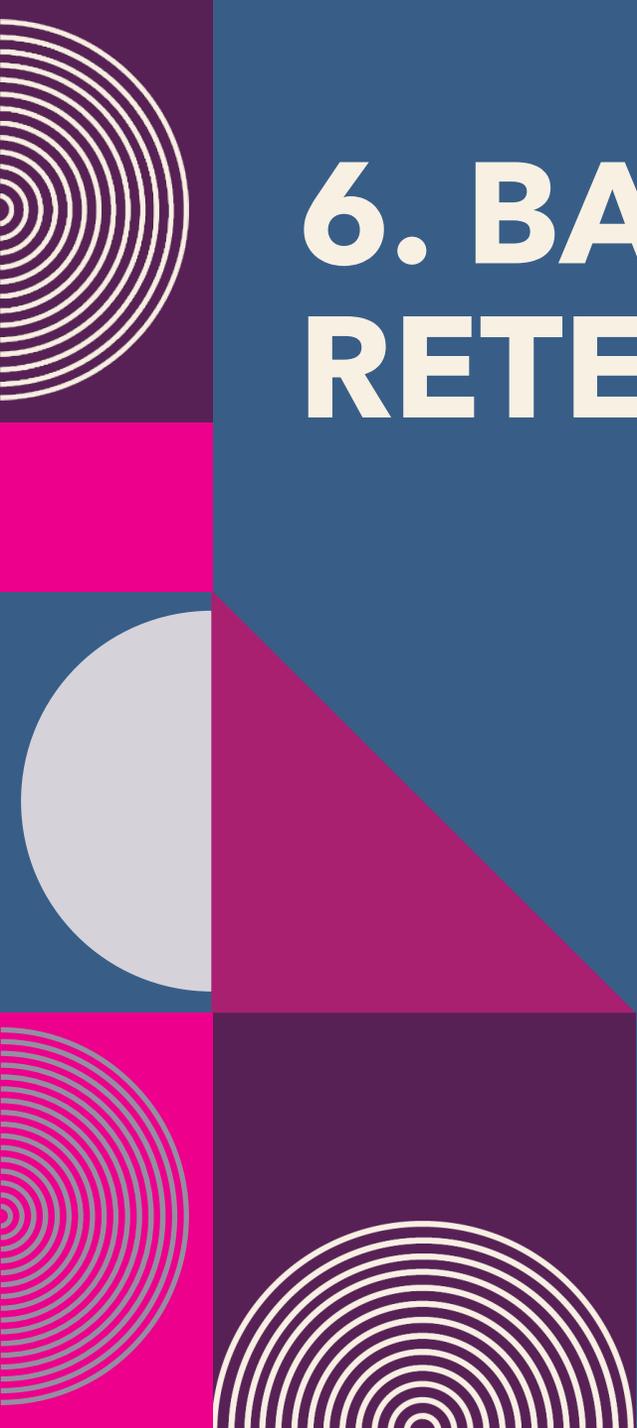


SCANNING

Description: Prior to scanning the ballots, the Absentee Specialist ensures that the scanner count shows “0”, noting that no other ballots have been scanned into the machine before proceeding. All 50 ballots are placed on the scanner and the total number scanned per the machine should total 50 or the number of ballots scanned, if less than 50. The specialist must select “Accept Batch” on the computer screen to submit the batch. A Scanned Ballot Manifest is completed with the scanner machine number, total scanned, date, and time and signed by the specialist. The manifest is kept in front of the scanner.

Observation: We observed the scanning of 50 ballots on scanner #1, noting the acceptance of the scanned ballots and recording information on the manifest. Dual signatures were required.

Recommendation: We recommend updating the written procedures to include the specific steps for ballot scanning.



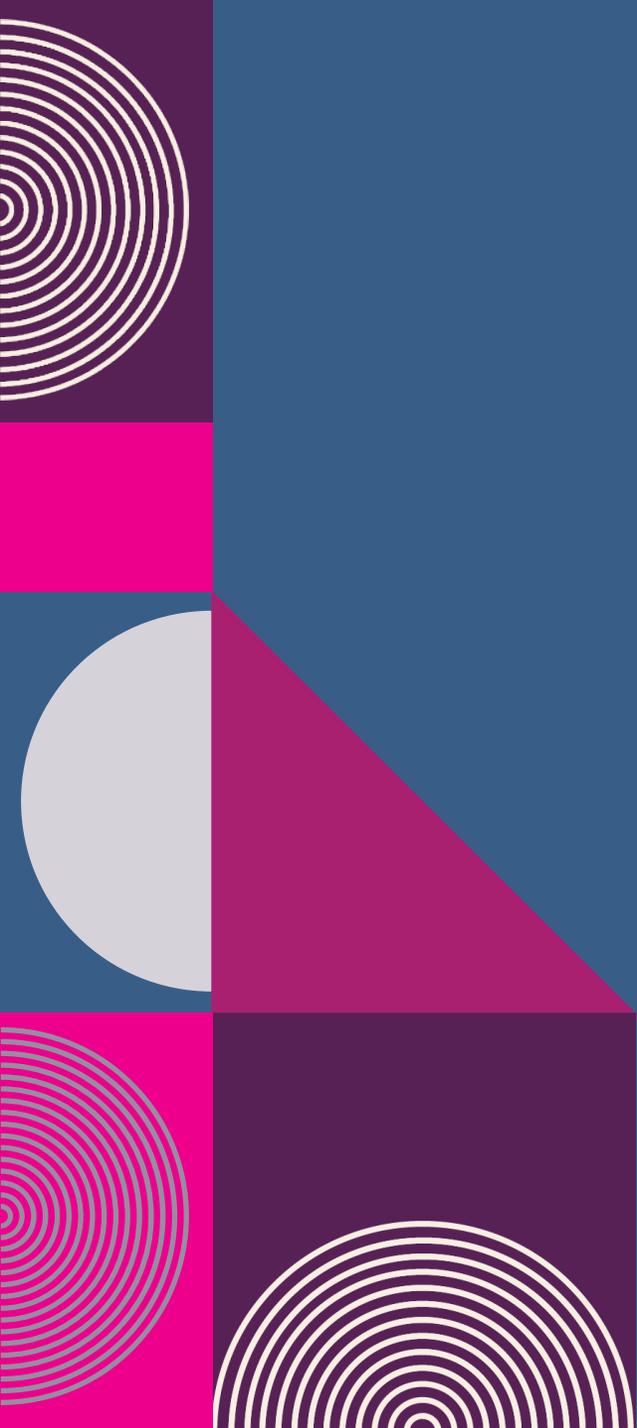
6. BALLOT UPLOAD & RETENTION

BALLET UPLOAD

Description: The scanned and counted ballot information is uploaded to the GARViS system by the Information System personnel in the server room.

Observation: We observed the data upload, noting the information from the ballot scan was transmitted to the server. We reviewed the results from the Tally and Reporting (tabulate/calculate votes). However, the results could not be validated until after 7 p.m. on Election Day.

Recommendation: None



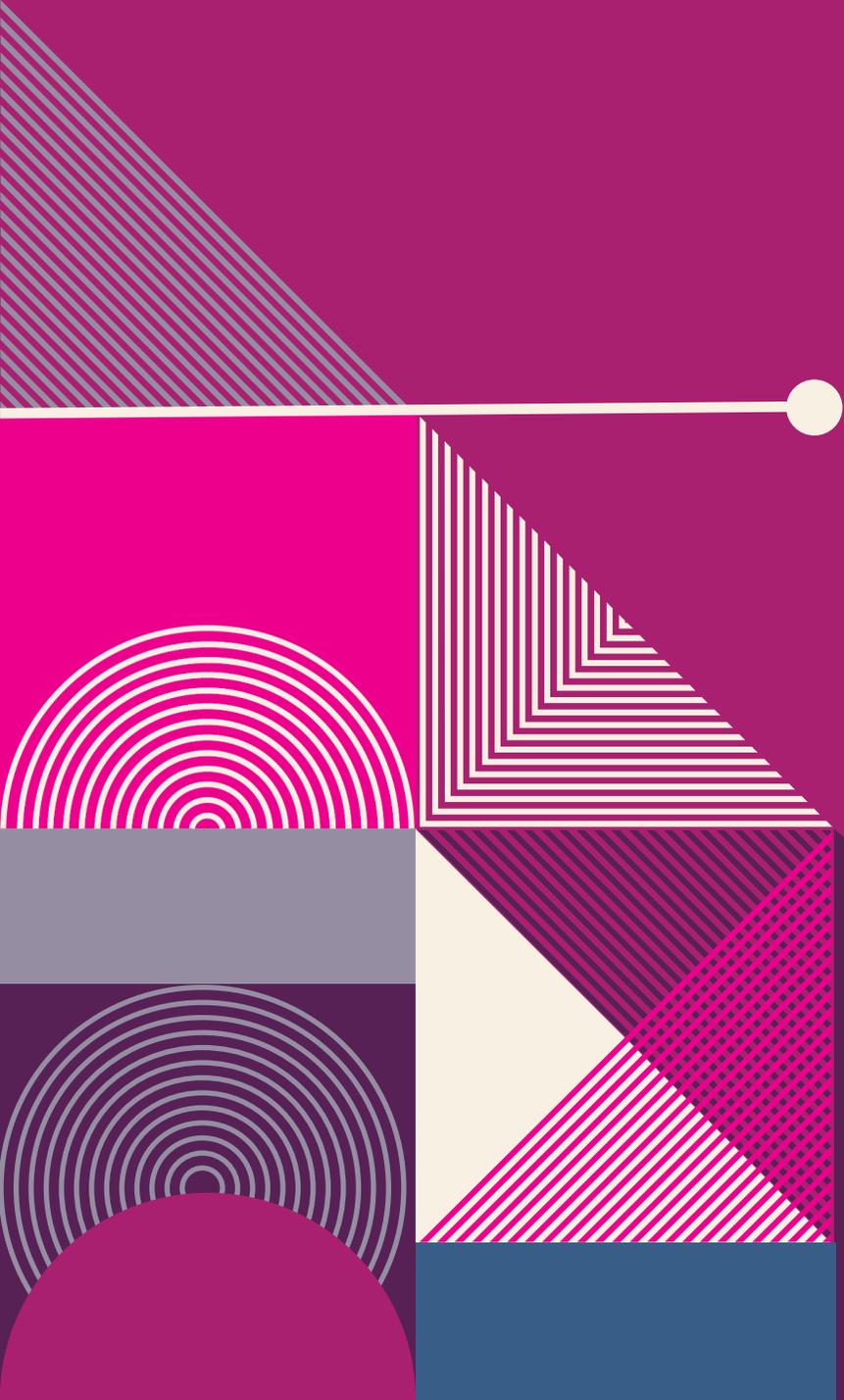
BALLOT RETENTION

Description: Scanned ballots are placed inside a ballot retention box, labeled, and stored according to the retention policy for two years.

Observation: We did not observe the storing of the ballots.

Recommendation: We recommend updating the written procedures to include the specific steps for ballot retention.

7. CONSENT ORDER

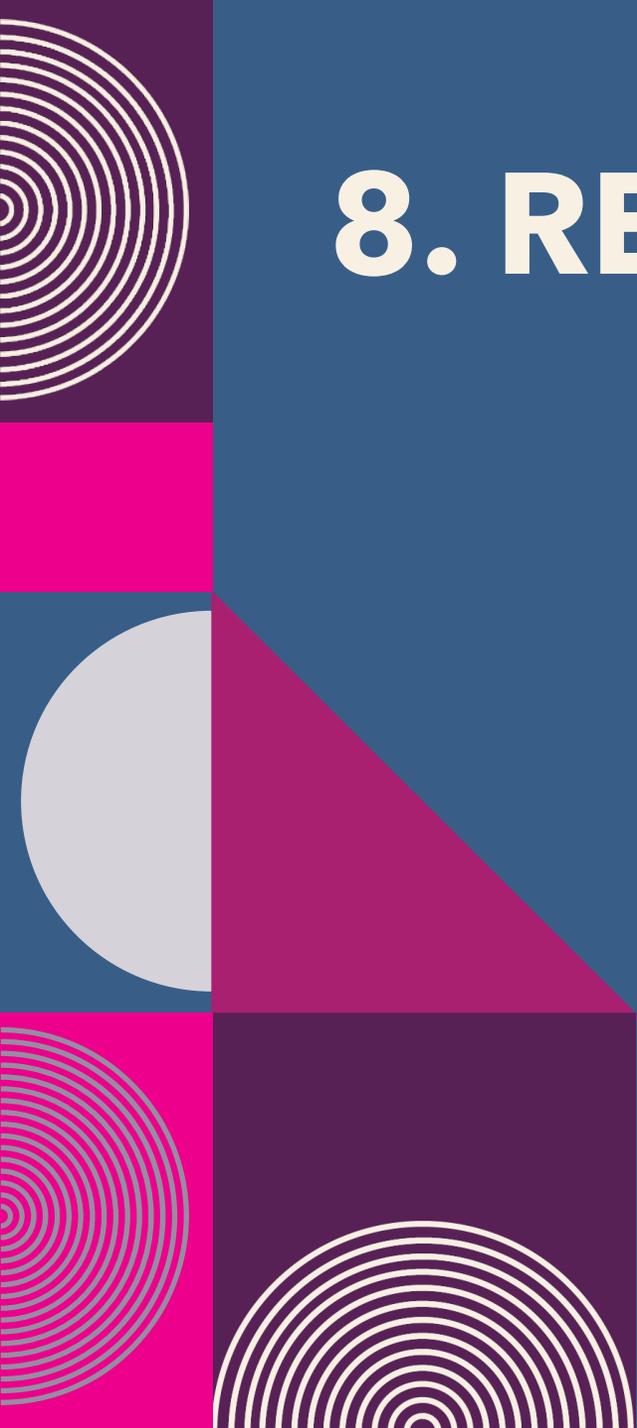


CONSENT ORDER

Description: As part of the consent order associated with SEB Case 2021-181, the Fulton County Board of Registration and Elections agreed to implement written policies and procedures for risk-limiting audits for all elections for which risk-limiting audits (RLA) are required under SEB Rule 183-1-15-04. Additionally, they agreed to adequately train all election staff involved in conducting an RLA in advance of each election.

Observation: During our visit, there was no RLA performed, however, we were provided with RLA Standard Operating Procedures – per SOS Directives, that are followed when conducting an RLA. We were also provided with the General Election Risk Limiting Audit Oath and the Oath of Consolidation Assistants Forms which are required before any staff can engage in an RLA. Furthermore, we were provided an RLA training video that plays continuously during the RLA audit process as a training tool.

Recommendation: We recommend implementing an acknowledgment form to be signed by election staff noting that they have undergone the required RLA training prior to the election.



8. RECOMMENDATIONS



As a result of our review of the Registration & Elections Absentee Voting Process, we have the following recommendations:

1. We recommend updating procedures to include the processes for handling and reconciling absentee ballots through the various pathways to ensure proper handling and reconciling of ballots. Additionally, ensure that the Absentee staff members handling the ballots are identifiable.
2. We recommend updating the procedures to include all steps observed and potential issues that may arise during the mailing process, along with mitigating controls to address any issues.
3. We recommend updating the procedures to include the specific steps that should be followed during the verification process and any necessary controls that should be followed to ensure the accuracy of the mailing envelopes.
4. We recommend updating the procedures to include all steps observed to ensure processes performed by all staff are consistent and to ensure all requested ballots are mailed to the respective voter.
5. We recommend ballots be pre-sorted to determine initial issues with applications containing missing information or other issues so staff can continue with verification and acceptance of ballots.
6. We recommend “Another Individual” be specifically identified by title to set clear roles and responsibilities for individual team members.
7. We recommend updating procedures to include a detailed breakdown of the processes for handling, reconciling, and safeguarding accepted ballots.
8. We recommend updating the written procedures to include the specific steps for the ballot extraction process to ensure all ballots are handled properly and accurately accounted for.
9. We recommend implementing an acknowledgement form to be signed by election staff noting that they have undergone the required RLA training prior to the election.



THANK YOU

Office of the County Auditor

Anthony Nicks, CIA, CFE, CGAP

County Auditor



INTEROFFICE MEMORANDUM

TO: Anthony Nicks, County Auditor
FROM: Nadine Williams, Director, Registration & Elections
DATE: May 24, 2024
RE: Response to Absentee By Mail Process Review

Department of Registration & Elections – Responses to Absentee By Mail Process Review

Finding 1 – EMAIL & FAX

Response

- Email and Fax are two out of five ways that the Absentee Division can receive applications for an Absentee Ballot.
- One staff member is assigned to each one and are responsible for printing, date stamping, and logging the total count on the Daily Count Spreadsheet.
- They are batched to be processed.

Finding 2 – PREPARATION FORM MAILING ABSENTEE BALLOTS

Response

The Standard Operating Procedure has been updated to include potential issues that may arise.

Finding 3 – VERIFICATION OF MAILING ENVELOPES & BALLOTS

Response

The Standard Operating Procedure has been updated to include all steps taken to ensure the voter receives the correct ballot. The steps are listed below:

- Manifest is separated by precinct & party
- Ballots packets are separated by precinct & party
- Ballots packets are verified by teams of two Absentee Officers
- One person physically checks to make sure the privacy envelope, instructions, Oath envelope and the correct ballot is enclosed.
- The other person calls out the voter's name, mailing address, precinct & party. If all info is correct the voters name is highlighted. We never highlight until the information is verified.
- If a ballot is missing/incorrect, we **do not** highlight the voter's name. The mail couriers will pull the ballot and the packet is placed back in rotation to be verified.

Finding 4 – COUNTING OF THE BALLOTS

Response

The Standard Operating Procedures have been updated to include step by step instructions.

Finding 5 – SAFEKEEPING OF THE BALLOTS

Response

The Standard Operating Procedure has been updated.

Finding 6 – VERIFICATION – RECEIPT AND STORAGE OF BALLOTS

Response

The Standard Operating Procedure has been updated for ballots to be presorted. Any Provisionals and obvious rejections are isolated.

Finding 7 – VERIFICATION – BALLOT ACCEPTANCE

Response

“Another Individual” has been replaced with “Absentee Officer” or Absentee Specialist” in the Standard Operating Procedures

Finding 8 – VERIFICATION – BALLOT ACCEPTANCE, CONTINUED...

Response

The Standard Operating Procedure has been updated.

Finding 9 – BALLOT EXTRACTION

Response

Step by Step instructions of the Ballot extraction process has been included in the Standard Operating Procedure.

Finding 10 – PREP STATION

Response

The Standard Operating Procedure has been updated.

Finding 11 – SCANNING

Response

The Standard Operating Procedure has been updated.

Finding 12 – BALLOT RETENTION

Response

The Standard Operating Procedure has been updated.

Finding 13 – CONSENT ORDER

Response

Absentee by Mail staff is trained to Batch ballots after their scanned and record the retention box number.

The Scanned Ballots Manifest list the ICC scanner number, batch number, number of Ballots scanned and the Retention Box #. When the Secretary of State rolls the dice to choose batches included in the Risk Limiting Audit, the Scanned Ballot Manifest will direct us to the correct box to locate the batch.

An acknowledgment form will be created for Absentee staff involved in the RLA to sign.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0448

Meeting Date: 6/26/2024

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

Discussion: Update of activities of the City of Atlanta and Fulton County Recreation Authority (AFCRA). **(Arrington)**

**The City of Atlanta and Fulton County Recreation Authority (“AFCRA”)
Board of Directors Meeting
1 State Farm Drive NW, Suite Level, Atlanta, Georgia 30303**

**February 27, 2024
8:30 a.m.**

After providing proper public notice, the City of Atlanta and Fulton County Recreation Authority (“AFCRA”) held a Board of Directors Meeting on Tuesday, February 27, 2024 at 1 State Farm Drive NW, Suite Level, Atlanta, Georgia 30303.

Board Members:

Present: Chairman, William K Whitner, Esq.
Vice Chairman, Michael Green
Treasurer, Commissioner Bob Ellis
Secretary, Ronald W. Sims, II
Commissioner Marvin S. Arrington Jr., Esq.
Michelle Falconer
Commissioner Robb Pitts
Kellye Terrell
E. Carl Touchstone, Esq.

Absent: None

Quorum Present: Yes

Authority Representatives:

Kerry Stewart, Executive Director
Vivienne Kerr, Executive Assistant
Derrick Cannon, AFCRA Bookkeeper
Douglass Selby, Esq., AFCRA Legal Counsel, Hunton Andrews Kurth LLP

Proceedings:

Chairman Whitner called the meeting to order at 8:42 a.m.

Minutes:

Mr. Ellis made a motion to approve the November 7, 2023 meeting minutes. Mr. Sims seconded the motion. NO Abstentions. Motion CARRIED.

Executive Director Report

Funding Requests

Mr. Stewart presented the following board level requests:

- 1) The First Tee of Metro Atlanta, Fun in the Sun event - \$15,000.00

- 2) National Association of Minority Contractors (NAMC), 2024 Annual National Conference - \$20,000.00
- 3) 2024 Mayor's Cup, Birdie Sponsorship Level - \$10,000.00

Mr. Touchstone made a motion to approve funding to the First Tee of Atlanta in the amount of \$15,000.00. Ms. Terrell seconded the motion. NO Abstentions. Motion CARRIED.

Mr. Green made a motion to approve funding to NAMC for the 2024 conference morning breakfast in the amount of \$20,000.00. Mr. Touchstone seconded the motion. NO Abstentions. Motion CARRIED.

Mr. Touchstone made a motion to approve funding for the 2024 Mayor's Cup Birdie Sponsorship in the amount of \$10,000.00. Mr. Sims seconded the motion. NO Abstentions. Motion CARRIED.

Grant Park Gateway Restaurant Project RFP

Mr. Stewart informed the board that the City of Atlanta previously posted an RFP for the Grant Park Gateway Restaurant but received no responses. They have reissued the RFP, and a pre-proposal conference is scheduled for February 27, 2024.

Underwriting of Events

Mr. Stewart would like to identify and pre-fund events or projects that will benefit the City of Atlanta and Fulton County. Chairman Whitner stated the need for AFCRA to find ways to get more involved with the City of Atlanta and Fulton County to bring events to Atlanta and provide funding/partnership opportunities.

Grounds, Facilities and Security Committee Report

Golf Video Clip

Mr. Stewart shared a video of the Young Atlanta Golfers with Big Games and Bright Futures event attended by The First Tee of Metro Atlanta's Executive Director, Jenae Jenkins.

JAWPGC Senior Center Update

Mr. Stewart presented the revised layout of the center which has a larger footprint than the original design.

Resolution of the AFCRA

Mr. Stewart introduced the bond resolution that will ensure that AFCRA is reimbursed for expenditures related to the construction of the senior center, and that Mayor Andre Dickens would like the bond issued in June 2024 with construction beginning in 2025. Mr. Selby added that the resolution must be executed within 60 days prior to bond issuance or AFCRA will not get reimbursed for expenses.

Mr. Ellis asked the question about the handling of project shortfalls and a plan should be put in place to address this issue. Mr. Stewart added that the City of Atlanta Parks and Recreation will manage the senior center and Bobby Jones Links will oversee golf operations, the restaurant and bar, conference room, golf simulators and multi-purpose event space. AFCRA responsibilities will include revenue collection, management of the three occupants (Bobby Jones Links, COA DPR

and First Tee of Metro Atlanta), distribution of net payments to COA, security contract and facility maintenance contract.

Mr. Green made a motion to approve a Resolution of the City of Atlanta and Fulton County Recreation Authority Expressing its Official Intent to Reimburse Expenditures with the Proceeds of a Borrowing for Purposes of Compliance with Treasury Regulations Section 1.150-2, with Respect to the Construction, Installation and Acquisition of a Golf and Senior Center Project and Related Improvements to Provide for an Effective Date; and for Other Purposes. Mr. Touchstone seconded the motion. NO Abstentions. Motion CARRIED.

JAWPGC Budget

Mr. Stewart presented JAWPGC' s 2024 operating budget. There is a deficit as of December 31, 2023 of \$ \$344,426.00. The amount is less than previous years which shows that the golf course is moving in the right direction in terms of revenue generation. Mr. Stewart explained that JAWPGC adjusted rates during peak times, and they have also increased their social media presence to make them more visible to a broader audience of golfers.

Chairman Whitner asked what accounted for the shortfall. Mr. Sims explained that the deficit was due to inclement weather and departure of a key full-time golf shop employee. Two employees are now working to cover the additional shifts until the position is filled.

Ms. Falconer made a motion to approve JAWPGC' s 2024 budget. Mr. Sims seconded the motion. NO Abstentions. Motion CARRIED.

State Farm Arena

Capital Project Reimbursement

Arena Operations submitted a reimbursement of repairs for the installation of a healthy building monitoring system at a cost of \$741,760.00. The reimbursement payment has been completed.

Statement of Gross Revenue

Mr. Stewart explained that the Atlanta Hawks/Arena Operation have met the debt ratio requirements for eight consecutive quarters and a release of the \$15 million letter of credit has been posted.

Facilities Admission Charge Fund Transfer

Mr. Stewart asked for the boards' approval to distribute the \$4,652,397.00 facility admission charges to the "waterfall" accounts as specified in the AFCRA and Arena Operations agreement. The distributions will be applied to the following accounts as follows:

- Traffic Management - \$360,000.00
- Capital Improvement Reserve Fund - \$ \$2,146,198.50
- AFCRA Operating Account - \$2,146,198.50

Mr. Touchstone made a motion to approve the facility admission charge "waterfall" payments as directed by the AFCRA and Arena Operations agreement. Ms. Falconer seconded the motion. NO Abstentions. Motion CARRIED.

Zoo Atlanta

Gateway Parking Deck

The strobes have been replaced and The Walters Consulting Group has inspected and acknowledged the project is complete.

Renewal and Extension Fund

Mr. Stewart explained that the 2007 Zoo Bond was paid in full, and Zoo officials requested the remaining balance in the account be used for capital projects. The Regions Bank Trustee released the funds with one-fourth to the City of Atlanta and two-fourths to Fulton County. He reached out to the Chief Financial Officers of both entities to ask if their portions could be returned for the purpose of funding capital projects at Zoo Atlanta. The city would be willing to do so if Fulton County did the same; however, the county's portion has already been spent.

Fanplex

Fire Panel Replacement

Chief Facility Defense completed the installation of a new fire panel.

HVAC Unit Replacement

The Executive and Finance Committee approved Boyd Mechanical Services LLC to move forward with replacement of two HVAC units at Fanplex for \$70,000.00.

AFCRA's Parking lots

Gray Lot

Atlanta Fair

Atlanta Fair will operate from March 1, 2024 through April 7, 2024.

UniverSoul Circus

Mr. Ben Johnson, Owner, UniverSoul Circus requested permission from AFCRA to relocate a light pole in the gray lot to accommodate tent installation on-site. UniverSoul will cover the cost. Operations are expected to begin April 11, 2024 through June 9, 2024.

Trees Atlanta

Trees Atlanta submitted a beautification proposal to Mr. Stewart to install trees along the gray lot. He has given them permission to do so, and work will begin in March. Mr. Green asked the question of who will be responsible for removal of the trees should development of the lot occurs. Mr. Stewart replied that no development plans are being considered at this time, but will seek an answer from Trees Atlanta should this change.

* Subsequent follow-up to the board meeting, Mr. Stewart received the following response from Trees Atlanta – “After 3 years, the tree's become the property owner's responsibility. The developer will pay any city recompense charges that incur IF the trees are removed.”

Community Recreation Special Project Committee Report (“CRSP”)

The CRSP Committee motioned to approve the following grant requests:

- 1) FC Makandal Soccer Club - \$5,000.00 (Soccer Equipment)
- 2) Field of Dreams Academy - \$5,000.00 (Sports League Program)
- 3) Atlanta Swish - \$5,000.00 (Basketball Program)
- 4) Art in the Paint - \$15,000.00 (Sport League Leadership Development Program)
- 5) Student Athletes Atlanta - \$5,000.00 (Football Uniforms)
- 6) Blue Diamond Flag Dance Team - \$2,500.00 (Uniforms/Equipment)
- 7) 5678 Dance Now - \$2,500.00 (Dance Classes)
- 8) Diversity in Our Soccer – 2,500.00 (Uniforms/Equipment)
- 9) Cheer Supreme Allstars - \$10,400.00 (Equipment)
- 10) Unique Individual Ranch - \$25,000.00 (Recreational Summer Camp)
- 11) Bibleway Community Development - \$13,500.00 (Outdoor Recreation Equipment)
- 12) South Atlanta High School - \$7,500.00 (Flag Football Equipment)
- 13) Sweethearts Inc. - \$5,000.00 (Youth First Aid Training)
- 14) Spectrum Abilities - \$15,000.00 (Recreational Programs for Young Adults with Special Needs)
- 15) Minority Prospects (MBP) Helping Hands - \$10,000.00 (Baseball Equipment)
- 16) Muslimahs - \$14,500.00 (Wellness Program)
- 17) HBCU Elite - \$10,000.00 (Basketball Camp)
- 18) Morehouse College - \$15,000.00 (Aquatic Instructor and Swim Coach Salary)
- 19) Athletes Youth Success Institute (AYSI) - \$5,000.00 (ATA Tournament Costs)
- 20) Propel Atlanta - \$27,750.00 (Bike Safety Program)
- 21) Network on the Green - \$4,000.00 (Golf Clinic)
- 22) Mentoring Viable Prospects - \$20,000.00 (Baseball Tournament)
- 23) Atlanta Bulldogs Academy - \$15,000.00 (Athletic Program)
- 24) Women in Golf - \$10,000.00 (Golf Instruction)
- 25) South Fulton Swordfish - \$10,000.00 (Swim Team Tournament)
- 26) Favor House - \$10,000.00 (Track & Field Event)
- 27) Black Colleges Golf Coaches Association - \$5,000.00 (Youth Development Program)
- 28) Sheltering Arms - \$7,750.00 (Yoga Equipment)

Mr. Stewart explained that the total of all grant requests was \$3,265,591.84 and the committee narrowed it down to \$282,900.00 staying within budget. Chairman Whitner would like the CRSP to consider the amount of funds to be distributed and report back to the board.

Ms. Terrell made a motion to approve the above grant requests totaling \$282,900.00. Mr. Touchstone seconded the motion. NO Abstentions. Motion CARRIED.

SWAC 2025-2029 Basketball Tournament

Mr. Stewart explained that SWAC wants to host tournaments in Atlanta for the years 2025 through 2029. He wants AFCRA to underwrite funding for the event that currently has a \$650,000.00 budget and he will work to lower some of costs. An RFP for event management will be issued, and national/local sponsors will be sought. The event will take place at the Georgia International Convention Center Gateway Arena.

Mr. Touchstone made a motion to authorize the Executive Director to move forward with funding and logistics of the SWAC 2025-2029 Basketball Tournament. Ms. Falconer seconded the motion. NO Abstentions. Motion CARRIED.

EA Ventures Summary Report on AFCRA's Grant Website

Mr. Stewart displayed the data reflecting the number of social media and grant website views for the duration of the grant cycle. The majority of users derived from Facebook ads.

Executive Session

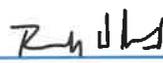
Mr. Sims made a motion to move into executive session for the purpose of Real Estate discussion. Mr. Touchstone seconded the motion. Motion CARRIED.

Mr. Touchstone made a motion to exit executive session. Ms. Terrell seconded the motion. Motion CARRIED.

***No Action Taken**

Adjournment

There being no further business, the meeting adjourned at 10:15 a.m.

Certified by: 
Ronald Sims (May 30, 2024 17:42 EDT)
Ronald W. Sims, II, Secretary

**The City of Atlanta and Fulton County Recreation Authority (“AFCRA”)
Special Call Board of Directors Meeting
1 State Farm Drive NW, Suite Level, Atlanta, Georgia 30303**

**April 4, 2024
8:30 a.m.**

After providing proper public notice, the City of Atlanta and Fulton County Recreation Authority (“AFCRA”) held a Board of Directors Meeting on Thursday, April 4, 2024 at 1 State Farm Drive NW, Suite Level, Atlanta, Georgia 30303.

Board Members:

Present: Chairman, William K Whitner, Esq.
Vice Chairman, Michael Green
Treasurer, Commissioner Bob Ellis
Secretary, Ronald W. Sims, II
Commissioner Marvin S. Arrington Jr., Esq.
E. Carl Touchstone, Esq.

Absent : Michelle Falconer
Fulton County Commission Chair, Robb Pitts
Kellye Terrell

Quorum Present: Yes

Authority Representatives:

Kerry Stewart, Executive Director
Vivienne Kerr, Executive Assistant
Douglass Selby, Esq., AFCRA Legal Counsel, Hunton Andrews Kurth LLP
Jazmyn Muse, Paralegal, Hunton Andrews Kurth LLP

Guests:

Howard Franklin, President/CEO Ohio River South
Jordan Kramer, Republic Atlanta CCP, LLC
Candice Franklin, Coleman & Associates
Ken Neighbors, McGuire Woods LLP
Isaac Yilma, McGuire Woods LLP

Proceedings:

Chairman Whitner called the meeting to order at 8:53 a.m.

2024 Convention, Sport, Entertainment Facilities Conference (CSEF)

Mr. Stewart asked for the board’ approval to attend the 2024 CSEF conference in Las Vegas May 19 through May 20, 2024. The conference fee is approximately \$2,500.00 plus flight, hotel and meal expenses.

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Mr. Touchstone made a motion to approve Mr. Stewart's attendance at the 2024 CSEF conference May 19 through May 21, 2024 in Las Vegas at a cost of \$495.00 plus flight, hotel and meal costs which he estimates to be approximately \$2,500. Mr. Arrington seconded the motion. No Abstentions. Motion CARRIED.

Executive Session

Mr. Arrington made a motion to move into executive session for the purpose of discussing real estate. Mr. Touchstone seconded the motion. Motion CARRIED.

Mr. Stewart read Mr. Green's Conflict of Interest Disclosure statement for the record. Mr. Green recused himself from discussion on Civic Center Matters.

Mr. Arrington made a motion to move out of executive session. Mr. Touchstone seconded the motion. Motion CARRIED.

Action Taken: Mr. Touchstone made a motion to approve A Resolution of the City of Atlanta and Fulton County Recreation Authority authorizing (1) the Chairman and Executive Director to negotiate the terms of a Memorandum of Understanding with Atlanta Civic Center Partners LLC to explore a public private partnership for the redevelopment and operation of a Performing Arts Center at the Atlanta Civic Center site, (2) Expressing its official intent to reimburse expenditures with the proceeds of a borrowing for purposes of compliance with Treasury regulations section 1.150-2, with respect to the acquisition, design, renovation, construction, installation, equipping of the Performing Arts Center and related improvements and (3) Authorizing the Chairman and Executive Director to execute agreements with certain feasibility consultants, subject to certain cost parameters and to provide for an effective date, and for other related purposes. Mr. Arrington seconded the motion. Motion CARRIED.

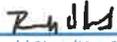
Mr. Touchstone made a motion to move into executive session. Mr. Arrington seconded the motion. Motion CARRIED.

Mr. Touchstone made a motion to move out of executive session. Mr. Green seconded the motion. Motion CARRIED.

Action Taken: Mr. Touchstone made a motion to approve a Resolution of the City of Atlanta and Fulton County Recreation Authority ratifying the execution, delivery and performance of an agreement for purchase and sale in connection with the sale of certain land and 23 parking spaces (commonly referred to as the "140" Alabama Parcel" or the "Triangle Parcel"; authorizing the executive and delivery of a first amendment to operating agreement and certain other documents related to the \$152,000,000 City of Atlanta and Fulton County Recreation Authority Revenue Refunding and Improvement Bonds (Downtown Arena Private Improvements Project), Taxable Series 2018, and providing for other matter in connection therewith. Mr. Green seconded the motion. Motion CARRIED.

Adjournment

There being no further business, the meeting adjourned at 9:32 a.m.

Certified by: 
Ronald Sims (May 30, 2024 17:42 EDT)
Ronald W. Sims, II, Secretary