

**American Rescue Plan Act
Subrecipient Contract between Fulton County, Georgia
and Wellspring Living, Inc.**

This **SUBRECIPIENT CONTRACT** (“Contract”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia, having offices at 141 Pryor Street, SE, Atlanta, Georgia 30303 (hereinafter referred to as “Fulton County”) and Wellspring Living, Inc., a nonprofit, tax-exempt 501(c)(3) corporation organized under the laws of the State of Georgia (“Subrecipient” or “Wellspring”), with offices located at 1040 Boulevard Avenue, SE, Suite M, Atlanta, Georgia 30312 (hereinafter collectively referred to as the “Parties”).

WHEREAS, since early 2020, a world-wide emergency has arisen with respect to a novel coronavirus known as SARS-CoV-2 (“COVID-19”), which rapidly spread throughout the world and has continued to have an unprecedented adverse impact on the citizens and communities throughout Fulton County, Georgia, among others; and

WHEREAS, on March 11, 2021, the American Rescue Plan Act of 2021 (“ARPA”) (H.R. 1319, 117th Cong.) (2021) was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program; and

WHEREAS, on March 17, 2021, the Fulton County Board of Commissioners adopted Resolution 21-0221 promulgating Fulton County’s acceptance of federal funds available to Fulton County from ARPA; and

WHEREAS, on April 1, 2022, the U.S. Department of the Treasury (“Treasury”) issued its Final Rule regarding the use of ARPA funds with guidelines, rules, and directives to recipients of ARPA funds; and

WHEREAS, in its Final Rule, Treasury advises that the purpose of ARPA is to provide a substantial infusion of resources to assist the pandemic response, including rebuilding a stronger, more equitable economy as the country recovers; and

WHEREAS, in its Final Rule, Treasury has determined that programs or services that address recovery services, job training and support, as well as housing insecurity, lack of affordable housing, or homelessness are enumerated eligible uses for ARPA funds; and

WHEREAS, in its Final Rule, Treasury has also determined that capital expenditures including adaptations to congregate or group living facilities are eligible uses of ARPA funds; and

WHEREAS, COVID-19 has had a devastating impact on victims and survivors of human trafficking as traffickers took advantage of the global crisis, capitalizing on peoples’ loss of income and the increased amount of time both adults and children were spending online; and

WHEREAS, Wellspring’s mission is to transform lives of those at risk or victimized by sexual exploitation; and

WHEREAS, Wellspring provides specialized recovery services on its 8-acre Fulton County campus (the “Campus”) through residential and community-based programs for domestic sex trafficking victims and those at risk; and

WHEREAS, Wellspring’s immersive Campus provides layers of service, including training and technical assistance, residential care, and transitional housing for women and families; and

WHEREAS, Wellspring Living serves over 300 participants each year, a majority of which are from Fulton County; and

WHEREAS, on September 7, 2022, the Fulton County Board of Commissioners passed Resolution No. 22-0645 allocating a portion of the SLFRF Award it received under ARPA in an amount not to exceed \$500,000.00 (Five Hundred Thousand Dollars) for assistance to Wellspring for capital expenditures related to construction to expand Wellspring’s Campus; and

WHEREAS, the Parties deem it to be in the best interest of both Parties to enter into this Contract under the terms, obligations and conditions expressed herein.

NOW THEREFORE, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

ARTICLE I. PURPOSE AND RELATIONSHIP

1. Purpose. This Contract describes the way in which the Parties will use the ARPA funding allotment in responding to the economic and public health impacts of COVID-19 and efforts to contain impacts on the communities, residents, and businesses in Fulton County.

2. Independent Contractor. The relationship of Subrecipient to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party’s prior written consent. It is expressly understood that any individual performing services under this Contract on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers’ compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income, Social Security and other employment taxes due to the proper taxing authorities with respect to such personnel.

3. Indemnification. Subrecipient covenants and agrees to indemnify, defend and hold harmless Fulton County, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, for the invasion of personal and property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act

on the part of the Subrecipient, its officers, agents, or employees in connection with this Agreement. This provision shall survive the expiration or termination of this Contract.

4. Subrecipient. The Parties agree that Fulton County is providing these funds to Wellspring, with Wellspring having the obligation to comply with all applicable requirements where it is deemed a Subrecipient, as defined and described under the Treasury's Final Rule effective April 1, 2022, implementing the SLFRF program, including any federal reporting requirements that may apply.

Subrecipient further acknowledges that it has reviewed the terms and conditions of the ARPA funding for this project and will carry out all program activities and expenditures in accordance with those terms and conditions, in the manner provided by law. Subrecipient will comply with all applicable federal, state and local laws and regulations governing the receipt or use of the federal funding provided under this Agreement, including but not limited to current and future rules and regulations issued by the United States Treasury or other federal agencies in regard to the requirements of ARPA.

ARTICLE II. AWARD AND SCOPE OF SERVICES

1. Term. This Contract is effective upon execution through December 31, 2023.

2. Award. ARPA funding in the amount of **\$500,000.00** (the "Award Amount") will be provided by Fulton County to Subrecipient to assist with the cost of construction to expand Wellspring's Campus.

3. Eligible Uses. Fulton County will provide funding in the Award Amount to help fund construction of the expansion of Subrecipient's existing Campus. Capital expenditures including construction for adaptations to congregate or group living facilities are eligible uses. Subrecipient shall continue to provide programs and services at its expanded Campus that address recovery, job training and support.

4. Disbursement. Fulton County will disburse the Award Amount in one installment after execution of this Contract. All invoices subsequently submitted to verify eligible construction expenses are subject to review and approval by the Director of Community Development. Such invoices shall be provided to Stanley Wilson, Director, Fulton County Department of Community Development, 137 Peachtree Street, SW, 1st Floor, Atlanta, GA 30303 by the end of the Contract Term. Copies of all such invoices shall also be provided to Hakeem Oshikoya, Finance Director, Fulton County Department of Finance, 141 Pryor Street, Suite 7001, Atlanta, Georgia 30303 by the end of the Contract Term.

5. Scope of Services. Subrecipient will utilize the Award Amount for the construction of the expansion of Subrecipient's existing Campus so as to continue to provide support for individuals/families at its Campus located in Fulton County for the purpose of the Eligible Use in accordance with the scope of services described in Schedule 1 hereto (the "Scope of Services"). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services, unless other direct changes are agreed to in writing in advance by Fulton County. In no event will

Fulton County be obligated for providing any funding above the total amount of the Award Amount. Subrecipient agrees that no more than ten percent of the Award Amount may be used for administrative purposes. Subrecipient agrees that the Award Amount may not be used to pay the salary of an individual. All ARPA funding must be used for an "Eligible Use Category" cost/service for Subrecipient's clients.

ARTICLE III. REPORTING

1. Maintenance of Records. Subrecipient shall maintain a financial management system and financial records and shall utilize funds received pursuant to this Contract in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Contract.

Subrecipient must maintain all records, books, papers and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Such records shall include the full name of individuals served with ARPA funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers and other documents that relate to this Contract available at all reasonable times for inspection, review and audit by the authorized representatives of Fulton County and the federal government, if so requested.

During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information.

2. Progress Reports. Subrecipient will submit a monthly report of construction progress funded by the ARPA allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. The Subrecipient shall register and maintain an updated profile with SAM.gov. The County reserves the right to request additional project information at any time.

3. Improper Expenditures. Any item of expenditure by Subrecipient under the terms of this Contract which is found by auditors, investigators, and other authorized representatives of Fulton County or the federal government to be improper, unallowable, in violation of federal or state law or the terms of this Contract, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by Fulton County under this Contract or any other agreements between Fulton County and Subrecipient.

4. Audited Financial Statements. If Subrecipient expends \$750,000.00 or more in federal awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Contract, the Parties shall comply with Federal and State laws and regulations regarding confidentiality of participant records and information. If Subrecipient expends less than \$750,000.00 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Fulton County and the federal government. Subrecipient shall provide Fulton County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after execution of this Contract and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

5. Survival. This Article shall survive the expiration or termination of this Contract.

ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION.

1. Fulton County Responsibilities. Fulton County shall monitor, evaluate and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Contract. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to the Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.

2. Subrecipient Responsibilities. Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

Subrecipient shall cooperate fully with any reviews or audits of the activities under this Contract by authorized representatives of Fulton County or the federal government and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Contract.

ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.

1. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 1 and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.

2. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state and local laws, including without limitation laws which regulate the use of funds allocated under ARPA. The term “federal, state and local laws” as used in this Contract shall mean all applicable statutes, rules, regulations, executive orders, directives or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term. The term “federal, state and local laws” shall include, without limitation, any regulation promulgated pursuant to ARPA.

By entering into this Contract, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws and regulations applicable to subawardees of federal funds and maintains all required federal, state and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

ARTICLE VI. INSURANCE

1. For the construction to expand Subrecipient’s existing Campus, Subrecipient shall obtain at its own expense the insurance required as follows:
 - A. Subrecipient shall provide a General Liability Insurance policy with contractual liability coverage to cover all operations pursuant to this agreement. The general liability insurance policy shall be in the minimum amount of \$1,000,000.00 per occurrence and \$1,000,000.00 as the aggregate limit of liability. The policy shall be in effect from the day on which services commence until final acceptance by Subrecipient of all construction of the expansion of Subrecipient’s existing Campus is completed pursuant to this Agreement and for a period of three (3) years thereafter with the limits noted above. The County shall be named as an additional insured on said policy.
 - B. Subrecipient shall provide the County with the declaration page or blanket endorsement from the policy to confirm the County's status as an additional insured. A certificate of insurance naming the County as an additional insured shall be sent to the County Attorney, along with the declaration page or endorsement from the policy confirming the County's additional insured status. The Certificate of Insurance shall provide for thirty (30) days written notice to the County prior to the cancellation of said insurance.
 - C. Subrecipient shall obtain at its own expense Workers Compensation Insurance to cover all operations pursuant to this agreement in an amount of not less than the statutory limits required by Georgia State Law. A Certificate of Insurance stating that Workers Compensation coverage is in effect for the duration of this agreement shall be sent to the County’s legal Counsel.

ARTICLE VII. TERMINATION/SUSPENSION

1. Fulton County may terminate this Contract by giving thirty (30) calendar days written notice to Subrecipient and such termination shall be effective upon the 30th day. Notice of termination shall be given to the appropriate Party at the address shown in Article VIII of this Contract.

2. Anything contained herein to the contrary notwithstanding, Fulton County may terminate the Contract effective immediately prior to expiration of the Term where Subrecipient commits a material breach of the Contract and fails to cure said breach within the time allotted by Fulton County.

3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations. Upon termination or expiration of the term of this Contract, any remaining, unused portion of the Award Amount shall be returned to Fulton County.

4. Suspension

The County may by written notice to the Subrecipient, suspend the use of County funds where it is determined that any portion of work in which County funds are utilized is not progressing on schedule, being performed competently or to industry standards, or activities at the Project site are posing a danger to the safety of the community or the workers or volunteers. Upon receipt of a suspension notice, the Subrecipient must:

- 1) Immediately take correct measures and provide proof to the County that the activity giving rise to the suspension has ceased or has been corrected;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to the suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of a notice to resume suspended services, the Subrecipient will immediately resume performance under this Agreement as required in the notice.

ARTICLE VIII. NOTICES

1. For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

To Fulton County:

Fulton County Community Development Department
137 Peachtree Street
Atlanta, Georgia 30303

Copy to:

Office of the County Manager
141 Pryor Street, Suite 10062
Atlanta, Georgia 30303

Office of the County Attorney
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303

To Subrecipient:

See Notice Address in Schedule 1.

ARTICLE VIII. GENERAL PROVISIONS

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.
2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.
3. This Contract may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.
4. Waiver of any term or condition of this Contract shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.
5. This Contract shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Contract is not intended to create any rights interest, or benefits in third parties.
6. This Contract shall be governed by the laws of the State of Georgia.
7. This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.
8. This Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third-Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Contract.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the
17 day of May, 2023.

FULTON COUNTY, GEORGIA

Approved:

DocuSigned by:

Robert L. Pitts

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Robert L. Pitts, Chairman
Fulton County Board of Commissioners

WELLSPRING LIVING, INC.:

Approved:

DocuSigned by:

Mary Frances Bowley

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By: Mary Frances Bowley
Name: Mary Frances Bowley
Title: Chief Executive Officer

Attest:

DocuSigned by:

Tonya R. Grier

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Tonya R. Grier
Clerk to the Commission

Approved as to Content:

DocuSigned by:

Stanley Wilson

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Stanley Wilson
Director
Department of Community Development

Approved as to Form:

DocuSigned by:

Dennal Stewart

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Office of the County Attorney

Schedule I

Name of Subrecipient: Wellspring Living, Inc.

Subrecipient's DUNS Number:

Notice Address: 1040 Boulevard Avenue, SE, Suite M, Atlanta, Georgia 30312

Award Amount: \$500,000.00

Eligible Use Category: Capital expenditures (construction costs) for adaptations to congregate or group living facilities on Subrecipient's existing Campus.

Description of Scope of Work: Subrecipient shall utilize the Award Amount to help fund the construction of the expansion of Subrecipient's existing Campus where it provides programs and services that address recovery, job training and support through residential and community-based programs for domestic sex trafficking victims and those at risk.

**FULTON COUNTY BOARD OF COMMISSIONERS
RECESS MEETING**

May 17, 2023
10:00 AM



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



POST AGENDA MINUTES

This document is tentative, has not been ratified or approved by the Board of Commissioners, and is not binding on the County or any officer.

Scheduled date for ratification: June 7, 2023

CALL TO ORDER: Chairman Robert L. Pitts

10:02 a.m.

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

Robert L. Pitts, Chairman (At-Large)

PRESENT

Bridget Thorne, Commissioner (District 1)

PRESENT

Bob Ellis, Vice-Chairman (District 2)

PRESENT

Dana Barrett, Commissioner (District 3)

PRESENT

Natalie Hall, Commissioner (District 4)

PRESENT

Marvin S. Arrington, Jr., Commissioner (District 5)

PRESENT

Khadijah Abdur-Rahman, Commissioner (District 6)

PRESENT

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

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

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

CONSENT AGENDA**23-0324 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 Recess Meeting Agenda for separate consideration. **(ADOPTED)**

A motion was made by Commissioner Thorne and seconded by Commissioner Hall, to adopt the Consent Agenda. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0325 Board of Commissioners

Proclamations for Spreading on the Minutes. **(SPREAD ON THE MINUTES UPON ADOPTION OF THE CONSENT AGENDA)**

Proclamation recognizing "Humanity First USA Duluth Food Pantry Appreciation Day." **(Abdur-Rahman)**
May 6, 2023

Proclamation recognizing "Apostle Colette Lewis Gunby Remembrance Day." **(Abdur-Rahman)**
May 6, 2023

Proclamation recognizing "Valerie Wynter Appreciation Day." **(Hall)**
May 6, 2023

Proclamation recognizing "Student Leadership Johns Creek Secretary of State Ambassadors State Championship Appreciation Day." **(Thorne)**
May 9, 2023

Proclamation recognizing "Eagle Scout Cameron Nainoa Jooho Cha-Choe Appreciation Day." **(Thorne)**
May 13, 2023

Proclamation recognizing "Eagle Scout Nikhil Mahadevan Appreciation Day." **(Thorne)**
May 13, 2023

Proclamation recognizing "Eagle Scout Thejase Suhanthan Appreciation Day." **(Thorne)**
May 13, 2023

Proclamation recognizing "R&B Soul Picnic Weekend." **(Barrett/Ellis/Thorne/Hall/Abdur-Rahman)**
May 13-14, 2023

Proclamation recognizing "Velma Mae Turner Rainey Appreciation Day." **(Pitts)**
May 14, 2023

Proclamation recognizing "Eagle Scout Kaivalya Somayajula Appreciation Day."
(Thorne)
April 22, 2023

Proclamation recognizing "Eagle Scout Grant Spencer Hayes Appreciation Day."
(Thorne)
April 22, 2023

Proclamation recognizing "Eagle Scout Ray Miyazaki Wade Appreciation Day."
(Thorne)
April 22, 2023

Commissioners' District Board Appointments

23-0326

Board of Commissioners

COMMISSION ON ELDER AFFAIRS (APPROVED UPON ADOPTION OF THE CONSENT AGENDA)

Seven (7) appointees by the Board of Commissioners (one for each District); three (3) appointees from each of the non-profit umbrella agencies, which the County contracts with for aging services; and three (3) senior citizens elected by seniors in the three geographical areas of the County. The terms of such members appointed by the Board of Commissioners shall end at the end of the term of the appointing District Commissioner. Such members may continue to serve beyond his/her term until a successor is appointed.

Term = Shall end at the end of the term of the appointing District Commissioner

Terms below expired: 12/31/2022

Mary Blake **(Pitts)**

Rosalind R. Elliott **(Morris)**

Commissioner Barrett nominated Gary Snyder for a District appointment to a term ending December 31, 2026.

23-0327 Board of Commissioners**DEPARTMENT OF FAMILY & CHILDREN SERVICES BOARD (APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

The seven (7) members of this board are appointed directly from the County governing authority, effective July 1, 1994, as a result of Senate Bill 469. If the County governing authority fails to make an appointment within 90 days after the vacancy occurs, the DHR Commissioner is authorized to make the appointment. Incumbents whose terms have expired continue to serve until a successor is appointed.

The Official Code of Georgia does not provide any guidance for determining which Commissioner should nominate an appointee in the event of a vacancy. However, the Board of Commissioners adopted a policy at the Recess Meeting, September 18, 1991, item #91-FM-150, assigning one position on the DFACS board to each Commission district.

Term = 5 Years staggered terms

Term below expires: 6/30/2023

Valerie Rogers (Ellis)

Vice-Chairman Ellis nominated Monica Jones to replace Valerie Rogers for a District appointment to a term ending June 30, 2028 (effective 7/01/2023).

Open & Responsible Government**23-0328 Tax Commissioner**

Request approval of the Fulton Industrial Community Improvement District Expansion as certified by the Tax Commissioner. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

23-0329 Finance

Ratification of April 2023 Grants Activity Report. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

Health and Human Services**23-0330 Community Development**

Request approval of a commitment letter to provide \$2,100,000.00 to support the development of a 102-unit affordable apartment complex by the Roswell Housing Authority (RHA); and authorize the Chairman to execute the commitment letter. The financing commitment is expressly conditioned on RHA receiving the award of low-income housing tax credits from the Georgia Department of Community Affairs. The funding is 100% grant funded. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

Infrastructure and Economic Development**23-0331 Real Estate and Asset Management**

Request approval of a Resolution approving a Right of Access and Use License Agreement between Fulton County, Georgia, a political subdivision of the State of Georgia, and the Center Helping Obesity in Children End Successfully Inc. ("C.H.O.I.C.E.S.") for the purpose of formalizing terms of access to prepare and distribute healthy meals for economically disadvantage families at 2805 Metropolitan Parkway, S.W., Atlanta, Georgia; to authorize the Chairman to execute the Right of Access and Use License Agreement; to authorize the County Attorney to approve the Right of Access and Use License Agreement as to form and to make modifications thereto in order to protect the interests of Fulton County prior to execution; and for other purposes. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

23-0332 Real Estate and Asset Management

Request approval of a Temporary Right of Access Agreement between Fulton County, Georgia ("Grantee") and Thuy Thu Doan and Joseph Ford Hoke ("Grantor") for property located at 2900 West Road, South Fulton, Georgia, for the purpose of the County completing environmental testing and due diligence required to complete planned sewer system improvements. To authorize the Chairman to execute the Temporary Right of Access Agreement. To authorize the County Attorney to approve the Temporary Right of Access Agreement as to form and make modifications thereto prior to execution. Effective upon execution through 365 days, unless extended in writing. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

RECESS MEETING AGENDA**23-0333 Board of Commissioners**

Adoption of the Recess Meeting Agenda. **(ADOPTED AS AMENDED)**

A motion was made by Commissioner Abdur-Rahman and seconded by Commissioner Barrett, to adopt the Recess Meeting Agenda as amended by revising items #23-0335 as requested by Commissioner Abdur-Rahman and #23-0356 as requested by Chairman Pitts. The motion passed by the following vote:

Yea:	Pitts, Barrett, Hall, and Abdur-Rahman
Nay:	Thorne
Absent:	Arrington
Did Not Vote:	Ellis

23-0334 Clerk to the CommissionRatification of Minutes. **(RATIFIED)**

Recess Meeting Minutes, April 19, 2023

Regular Meeting Post Agenda Minutes, May 3, 2023

A motion was made by Commissioner Hall and seconded by Commissioner Thorne, to ratify the meeting minutes. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0335 Board of CommissionersPresentation of Proclamations and Certificates. **(PRESENTED)**Proclamation recognizing "Public Works Week." **(Ellis)**Proclamation recognizing "Fulton County Certified Public Managers Appreciation Day." **(Hall)**Proclamation recognizing "Deputy Clarence Houston Appreciation Day." **(Hall)**Proclamation recognizing "Center for Excellence Capstone Student Appreciation Day." **(Hall)**Proclamation recognizing "Public Safety Memorial Day." **(Abdur-Rahman)**Proclamation recognizing "Vendorship, Inc. Appreciation Day." **(Abdur-Rahman)***Proclamation recognizing "Olga Shumate Appreciation Day." **(Abdur-Rahman)****added during the meeting*

PUBLIC HEARINGS**23-0336 Board of Commissioners**

Public Comment - Citizens are allowed to voice County related opinions, concerns, requests, etc. during the Public Comment portion of the Commission meeting.

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

37 Speakers: State Representative Saira Draper (Yielded Time); Patty Nathan (Board of Registration/Elections); Tricia Gephardt (Board of Registration/Elections); Daniel Jackman (Board of Registration/Elections); Lauren Waits (Board of Registration/Elections); Lawrie Demorest (Board of Registration/Elections); Corwin Monson (Stalking); Cristy Lenz (Board of Registration/Elections); Ruth Wall (Board of Registration/Elections); Jane Zoellick (Board of Registration/Elections); Aileen Nakamura (Board of Registration/Elections); Saya Abney (Board of Registration/Elections); John Evans (Board of Registration/Elections); Kevin Muldowney (Board of Registration/Elections); Matt Rowenczak (Board of Registration/Elections); Melissa Fiorillo (Board of Registration/Elections); Mara Gaudio (Board of Registration/Elections); Sandra Gail Motley Grant (Student & Children Harassment); Jan Meadows (Board of Registration/Elections); Stephanie Ali (Board of Registration/Elections); Parker Short (Board of Registration/Elections); RaShaun Kemp (Board of Registration/Elections); Sabrina Jones (Fulton County Sheriff Office); Eric Richardson (Board of Registration/Elections); B. Rohr (Board of Registration/Elections); Demetris D. Taylor (Board of Registration/Elections); Maggie Goldman (Board of Registration/Elections); Mina Turabi (Board of Registration/Elections); Shenetra Gates (Roswell Housing Authority); Karen Parrish (Roswell Housing Authority); Deborah Scott (Board of Registration/Elections); Ron Shakir (Housing); James S. Davenport (MARTA); Prophet Curtis Hairston

(Homelessness); Emma Jean Davis (Voting); Kristin Nabers (Board of Registration/Elections); and Margie McLeod (Foster Care)

2 Zoom Speakers: Ben Howard (Senior Services) and Nichola Hines (Board of Registration/Elections); 6 Emailed Comments: Angela Payne (Board of Registration/Elections); Julie Allen (Board of Registration/Elections); Stephanie Miller (Board of Registration/Elections); Beverley Miller (Board of Registration/Elections); Chantel Mullen (Board of Registration/Elections) and Robbie Huff (Board of Registration/Elections)

A motion was made by Commissioner Hall and seconded by Commissioner Abdur-Rahman, to extend the allotted time for Public Comment. The motion passed by the following voice vote:

Yea: Thorne, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

Did Not Vote: Pitts, and Ellis

PRESENTATIONS TO THE BOARD

Metropolitan Atlanta Rapid Transit Authority

23-0337 Board of Commissioners
MARTA Quarterly Update **(PRESENTED)**

COUNTY MANAGER'S ITEMS

Open & Responsible Government

23-0338 County Manager
Presentation of the Fulton County Operational Report. **(PRESENTED)**

23-0339 Finance
Review and approval of May 17, 2023 Budget Soundings. **(APPROVED)**

A motion was made by Vice-Chairman Ellis and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0340 **Finance**

Request approval to accept the bid for \$200,000,000.00 Tax Anticipation Notes for 2023 and approval of a Resolution which authorizes issuance and sale of the \$200,000,000.00 General Fund Tax Anticipation Notes of Fulton County, Georgia. **(APPROVED)**

A motion was made by Commissioner Thorne and seconded by Vice-Chairman Ellis, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0341 **Human Resources Management**

Request approval of updates to the Equal Employment Opportunity and Prejudicial Acts Policy (103-16) to ensure compliance with the Fulton County Crown Act, BOC Resolution 23-0166 and Georgia HB 1390. **(APPROVED)**

A motion was made by Commissioner Hall and seconded by Commissioner Abdur-Rahman, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0342 **Real Estate and Asset Management**

Request approval for the Board of Commissioners, on behalf of the Fulton County Department of Real Estate and Asset Management, to provide a letter of support for inclusion with the City of Atlanta's Federal Highway Administration Charging and Fueling Infrastructure Grant application. **(APPROVED)**

A motion was made by Vice-Chairman Ellis and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0343 Real Estate and Asset Management

Request approval to utilize a cooperative purchasing contract - Department of Real Estate and Asset Management, OMNIA Partners Contract #3341, Turnkey Installation of HVAC Equipment for 4700 North Point Pkwy, in the amount not to exceed \$1,392,282.89 with Trane US, Inc. (Doraville, GA), to provide demolition and removal of eight (8) existing roof-top units (RTUs) and install eight (8) new commercial RTUs at the County-owned facility located at 4700 North Point Parkway, Alpharetta, Georgia 30022. Effective upon BOC approval for 10 months or completion of the replacement/installation project as determined by Fulton County. **(APPROVED)**

A motion was made by Vice-Chairman Ellis and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0344 Real Estate and Asset Management

Request approval to increase the spending authority - Department of Real Estate and Asset Management, ITB#ITB22110K-DJ, Furniture and Installation Services for the Fulton County Central Warehouse in the total amount of \$351,522.81 with The Hon Company, LLC c/o Minton Jones Company, Inc. (Muscatine, IA) to cover the costs for Phase II furniture and related components (Emergency Management, Clerk of the Courts, IT, FGTV, DREAM, Police Department, Marshal, and Sheriff's Office) for the Fulton County Central Warehouse located at 5600 Campbellton-Fairburn Road, Atlanta, GA 30213. Effective upon BOC approval. **(APPROVED)**

A motion was made by Commissioner Thorne and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

Arts and Libraries**23-0345 Arts and Culture**

Request for the rescission of the approval of a public art contract with David Moore and Adam Deck related to the Rogers Bridge Public Art Project in Johns Creek pursuant to Agenda Item 22-0964 on December 21, 2022. **(APPROVED)**

A motion was made by Commissioner Barrett and seconded by Commissioner Thorne, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0346 Arts and Culture

Request approval of a public art contract to commission Allen Peterson to create three site-specific, original works of art at three locations determined by the County using materials reclaimed from the Rogers Bridge, Johns Creek in the amount of \$54,700.00, and authorization of the County Attorney to approve the public art contract as to form and to make necessary changes to the contract to protect the County prior to execution. The term is upon BOC approval through December 31, 2024. **(APPROVED)**

A motion was made by Commissioner Barrett and seconded by Commissioner Thorne, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

Health and Human Services**23-0347 Public Works**

Request approval of the dedication of a Permanent Construction Easement of 23,635.49 square feet and a Temporary Construction Easement of 24,975.35 square feet to Johns Creek, Georgia, from Fulton County, Georgia for the purpose of constructing the Old Alabama Road Trail in Johns Creek, Georgia; to authorize the Chairman to sign the easements and any related documents to complete the dedication; to authorize the County Attorney to approve the easements and any related documents as to form and make necessary modifications prior to execution to protect the County's interests. **(APPROVED)**

A motion was made by Commissioner Thorne and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0348 Public Works

Request approval of a recommended proposal - Department of Public Works 22RFP058A-CJC, Laboratory Information Management Systems in an amount not to exceed \$117,105.00 with Ethosoft, Inc. (Norcross, GA) to provide a Laboratory Information Management System. The contract will commence as of the date indicated in the Notice to Proceed (NTP) and shall continue until the sooner of (a) a period of 24 months; (b) Final Acceptance; or (c) the Agreement is terminated as provided herein. **(APPROVED)**

A motion was made by Commissioner Thorne and seconded by Commissioner Barrett, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0349 Public Works

Request approval of the lowest responsible bidder - Department of Public Works, 23ITB137397A-KM, Sewer System Cleaning and Manhole Camera Inspection Services in an amount not to exceed \$550,000.00 with Woolpert, Inc. (Atlanta, GA) to provide sewer system cleaning and manhole camera inspection services. Effective upon BOC approval through December 31, 2023 with two renewal options. **(APPROVED)**

A motion was made by Commissioner Thorne and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0350 Community Development

Request approval of the 2023 Community Services Program (CSP) Evaluation Committee's recommendations in the amount of \$6,863,958.00 to the non-profits identified in Attachment "A". CSP funding will support the delivery of essential community services to Fulton County residents in the areas of: Children and Youth Services; Disabilities; Economic Stability/Poverty; Health and Wellness, Homelessness; and Senior Services. **(APPROVED)**

A motion was made by Commissioner Thorne and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0351 Community Development

Request approval of the 2023 Veterans Services Program (VSP) Evaluation Committee's recommendations in the amount of \$1,000,000.00 to the non-profits identified in Attachment "A". VSP funding to these non-profits will support the delivery of essential community services to Fulton County Veterans in the areas of Health and Wellness, and Homeless and Housing. **(APPROVED)**

A motion was made by Commissioner Thorne and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0352 Community Development

Request approval of the 2023 Summer Youth Job Training Program (SYJTP) Evaluation Committee's recommendations in the amount of \$500,000.00 to the non-profits identified in Attachment "A". SYJTP funding to these non-profits will provide Fulton County teens with the opportunity to gain work experience, develop interpersonal skills, and learn and explore career interests while earning income during the summer. Effective Upon BOC approval. **(APPROVED)**

A motion was made by Commissioner Barrett and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

23-0353 Community Development

Request approval of a contract between Fulton County and Wellspring Living in the amount of \$500,000.00 in American Rescue Plan (ARPA) funds for construction purposes to support Wellspring Living's expansion and utilization of a multi-discipline service model covering the full spectrum of needs for victims of sexual exploitation; and to authorize the Chairman to disburse funds and execute and administer contracts, and other related documents consistent with any necessary agreement in support of this funding allotment. **(APPROVED)**

A motion was made by Commissioner Thorne and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

Justice and Safety**23-0354 Solicitor General**

Request approval of a Resolution for the Office of the Solicitor General to retain any program fees collected in the administration of the Solicitor's Pretrial Intervention and Diversion Program and to establish that the Solicitor's budget is not reduced by any program fees collected pursuant to said program, and for related purposes. **(APPROVED AS AMENDED)**

a. A motion was made by Commissioner Thorne and seconded by Commissioner Hall, to approve contingent upon the external auditors' GASB standards affirmation. The motion passed by the following vote:

Yea: Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

Did Not Vote: Pitts

b. A substitute motion was made by Chairman Pitts and seconded by Commissioner Abdur-Rahman, to hold. The motion failed by the following vote:

Yea: Pitts, and Abdur-Rahman

Nay: Thorne

Absent: Arrington

Did Not Vote: Ellis, Barrett, and Hall

COMMISSIONERS' ACTION ITEMS**23-0320 Board of Commissioners**

Request approval of a Resolution by the Fulton County Board of Commissioners adopting desired aspirational ~~goals and~~ standards for criminal cases handled within the Fulton County Justice System; urging all elected and appointed officials serving in a Fulton justice capacity to focus their efforts towards meeting these standards; and for other purposes. **(Ellis) (HELD ON 5/3/23) (APPROVED)**

a. A motion was made by Commissioner Hall and seconded by Commissioner Abdur-Rahman, to approve.

Commission Hall withdrew the motion

Commissioner Abdur-Rahman withdrew the second

b. A motion was made by Vice-Chairman Ellis and seconded by Commissioner Thorne, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, and Abdur-Rahman

Nay: Barrett, and Hall

Absent: Arrington

Commissioners' Full Board Appointments**23-0355****Board of Commissioners****HOSPITAL AUTHORITY OF FULTON COUNTY (NORTHSIDE) (REF: #23-0254)
(APPROVED)**

Term = 4 years

Term below expires: 4/1/2024Dr. Thomas W. Gable **(BOC Position #2) (Deceased)****Vice-Chairman Ellis nominated the following slate to be submitted for appointment of one individual to The Board of Trustees of the Hospital Authority of Fulton County (Northside), to fill the unexpired term of Dr. Thomas Gable:****Kenneth Kupke, M.D.****Marc Soneshine, M.D.****Jennifer Amerson, M.D.**

A motion was made by Vice-Chairman Ellis and seconded by Commissioner Barrett, to approve. The motion passed by the following vote:

Yea: Thorne, Ellis, Barrett, Hall, and Abdur-Rahman**Nay:** Pitts**Absent:** Arrington

23-0356 Board of Commissioners**BOARD OF REGISTRATION AND ELECTIONS (APPROVED AS AMENDED)**

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

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

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

~~(3) One member shall be appointed by the governing authority of Fulton County from nominations made by the Fulton County legislative delegation in the General Assembly, which member shall be designated permanent chairperson of the board. The Fulton County legislative delegation shall be composed of all senators and representatives in the General Assembly whose districts are wholly or partially in Fulton County.~~

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

Term = 2 Years

Terms below expire: 6/30/2023

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

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

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

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

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

Chairman Pitts nominated Lee-Morris Patrise Perkins Hooker to serve as Chair replacing Cathy Woolard for a Full Board appointment effective July 1, 2023, to a term ending June 30, 2025.

A motion was made by Commissioner Hall and seconded by Commissioner Abdur-Rahman, to approve. The motion passed by the following vote:

Yea: Pitts, Barrett, Hall, and Abdur-Rahman

Did Not Vote: Thorne, Ellis, and Arrington

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS**23-0357 Board of Commissioners**

Discussion: Chief Tax Appraiser Update regarding 2023 Assessments (**Ellis**)
(PRESENTED)

EXECUTIVE SESSION**23-0358 Board of Commissioners**

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

PRESENT IN THE EXECUTIVE SESSION REGARDING LITIGATION, REAL ESTATE AND PERSONNEL: Chairman Pitts, Vice-Chairman Ellis, Commissioners: Thorne, Barrett, Hall, Arrington, and Abdur-Rahman; County Manager Dick Anderson; County Attorney Y. Soo Jo; Sheriff Pat Labat; Chief Counsel to the Sheriff Amelia Joiner; Deputy Chief Operating Officer Alton Adams; Chief Financial Officer Sharon Whitmore; and Clerk to the Commission Tonya R. Grier.

a. A motion was made by Commissioner Hall and seconded by Commissioner Barrett, to enter into Executive Session. The motion passed by the following vote:

Yea: Pitts, Thorne, Barrett, and Hall

Did Not Vote: Ellis, Arrington, and Abdur-Rahman

b. A motion was made by Commissioner Barrett and seconded by Commissioner Thorne, to approve the request for representation in item #1 as discussed in Executive Session . The motion passed by the following vote:

Yea: Thorne, Ellis, Barrett, and Hall

Absent: Arrington

Did Not Vote: Pitts, and Abdur-Rahman

c. A motion was made by Commissioner Thorne and seconded by Commissioner Barrett, to approve the request for authorization for the Chairman to execute a termination of an IGA Lease Agreement with the Atlanta-Fulton County Recreation Authority after same is approved as to form by the County Attorney, with the notation that this IGA previously terminated by operation of law, but a formal termination is being provided at this time for the purpose of clearing the title record as discussed in item #3 during Executive Session. The motion passed by the following vote:

Yea: Thorne, Ellis, Barrett, Hall, and Abdur-Rahman

Absent: Arrington

Did Not Vote: Pitts

ADJOURNMENT

There being no further business, the meeting adjourned at 4:02 p.m.