

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

June 4, 2025
10:00 AM



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



A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

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

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

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

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

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

CONSENT AGENDA**25-0408 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 First Regular Meeting Agenda for separate consideration.

25-0409 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Angela Bassett Appreciation Day." **(Arrington)**
May 21, 2025

Proclamation recognizing "Black Entertainment and Sports Lawyers Association Appreciation Day." **(Ivory)**
May 29, 2025

Proclamation recognizing "Shar Bates Appreciation Day." **(Arrington)**
May 29, 2025

Proclamation recognizing "Albert Floyd Baker, Sr. Remembrance Day."
(Abdur-Rahman)
May 29, 2025

Proclamation recognizing "Golden Dome Chapter of American Business Women's Association." **(Arrington)**
May 31, 2025

Commissioners' District Board Appointments**25-0410 Board of Commissioners****FULTON COUNTY HOMELESS CONTINUUM OF CARE (CoC)**

One (1) representative will be nominated by each of the Commission Districts for a total of seven (7) members; this includes one representative from District 1, 2, 3, 4, 5, 6, 7. Each representative will serve a two-year term and could be re-appointed to serve additional terms. Notwithstanding the foregoing, no term of any member nominated by a District Commissioner shall extend beyond the term of the District Commissioner who nominates that member.

Term = 2 Years

Term below expired: 12/31/2024

Glenn Couper (**Thorne**)

Commissioner Thorne has nominated Glenn Couper for a District reappointment to a term ending December 31, 2026.

25-0411 Board of Commissioners**DEVELOPMENT AUTHORITY OF FULTON COUNTY**

At the Special Call Meeting, May 30, 1973, the Board of Commissioners appointed seven (7) members to serve on this Authority. In 1992, two more members were added to this board bringing the total to nine (9) members appointed by the Board of Commissioners of Fulton County. Historically, each Commissioner has appointed one person to serve on this board. In addition, two persons are appointed and confirmed by the full Board of Commissioners.

Term = 4 years staggered

Term below expires: 5/31/2025

Kwanza Hall (**Abdur-Rahman**)

Commissioner Abdur-Rahman has nominated Kwanza Hall to a District reappointment to a term ending May 31, 2029.

25-0412 Board of Commissioners**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATION PROCESS
CITIZEN REVIEW PANEL**

The CDBG Allocation Process Citizen Review Panel shall consist of fourteen (14) citizens. Each Commissioner shall appoint two (2) members from his/her district for a two (2) year term, subject to ratification by the Board of Commissioners. Such term shall not extend beyond the term set for the Commissioner who made the appointment. Panel members may be reappointed to serve additional terms.

Term = 2 years

Term below expired: 12/31/2024

Vacant (**Abdur-Rahman**)

Commissioner Abdur-Rahman nominated Mary Jordan for a District appointment to a term ending December 31, 2026.

Open & Responsible Government**25-0413 Real Estate and Asset Management**

Request approval of a Water Easement Dedication of 29,460 square feet to Fulton County, a political subdivision of the State of Georgia, from Carol M. Boggs and Providence Road Community Association, Inc., owners, for the purpose of constructing the Subdivision Project at 0 Providence Road, Milton, Georgia 30004.

25-0414 Real Estate and Asset Management

Request approval of a Water Easement Dedication of 1,118.33 square feet to Fulton County, a political subdivision of the State of Georgia, from KANUR, LLC, individuals, for the purpose of constructing the Old Alabama Physician Offices Project at 3440 Old Alabama Road, Johns Creek, Georgia 30022.

25-0415 Real Estate and Asset Management

Request approval of a Water Easement Dedication of 5,227 square feet to Fulton County, a political subdivision of the State of Georgia, from the Bridges Alpharetta, LLC for the purpose of constructing the Bridges Project at 4430 Webb Bridge Road, Alpharetta, Georgia 30005.

25-0416 Real Estate and Asset Management

Request approval of a Resolution authorizing the transfer of three (3) deeds for rights-of-way and limited access rights from Fulton County (Grantor) to the Georgia Department of Transportation (Grantee) for County-owned remnant parcels located at or near 0 Martin Luther King Jr. Drive, Atlanta, Georgia, 0 Oakcliff Drive, Atlanta, Georgia, and 0 Shirley Drive, Atlanta, Georgia, for the purpose of constructing roadway improvements; authorizing the Chairman to execute the deeds and related documents; authorizing the County Attorney to approve the deeds and related documents as to form and to make necessary modifications thereof prior to execution. Effective upon approval.

25-0417 Real Estate and Asset Management

Request approval of a Resolution approving a Second Amendment to Lease Agreement between Wilmington Trust, National Association, as Trustee, for the benefit of Holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2018-PTC, Commercial Mortgage Pass-Through Certificates, Series 2018-PTC and the Future Advance Lender (Landlord), and Fulton County, Georgia (Tenant), for Fulton County's lease of office space at 235 Peachtree Street, Atlanta, Georgia; authorizing the Chairman to approve the Second Amendment; authorizing the County Attorney to approve the Second Amendment as to form and to make modifications thereto prior to execution. Effective on approval through December 31, 2025, with eight (8) automatic 12-month renewal terms beginning on January 1, 2026 and ending on December 31, 2033, with each renewal period being subject to appropriation of funding by the Board of Commissioners.

25-0418 Real Estate and Asset Management

Request approval of a Resolution approving Fulton County, Georgia's transfer of County-owned right of way and providing a temporary construction easement located at 1332 Metropolitan Parkway SW, Atlanta, Georgia to the Metropolitan Atlanta Rapid Transit Authority, MARTA, for the purpose of installing bus stop improvements; authorizing the Chairman to execute a right of way deed and temporary construction easement declaration; authorizing the County Attorney to approve the right of way deed and temporary construction easement declaration as to form and to make modifications thereto prior to execution. Effective upon approval.

25-0419 Real Estate and Asset Management

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Michael McGuire & Amy McGuire for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 721 Eagles Mere Court, Alpharetta, Georgia.

25-0420 Real Estate and Asset Management

Request approval of a Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement between Fulton County, a political subdivision of the State of Georgia, and Toll Southeast LP Company, Inc., for the purpose of granting Fulton County legal access to extend and maintain the sanitary sewer system at 0 Kimball Bridge Road, Alpharetta, Georgia 30022 (the Development).

Health and Human Services**25-0421 Public Works**

Request approval of Memorandum of Agreement (MOA) between Fulton County and the Metropolitan North Georgia Water Planning District (MNGWPD) for continued participation in the District-wide Single-Family Residential Toilet Retrofit Program in the total amount of \$15,000.00. Effective for one year upon execution.

25-0422 Public Works

Request approval of a Memorandum of Agreement (MOA) between Fulton County and the Metropolitan North Georgia Water Planning District (MNGWPD) for continued participation in the District-wide Multi-Family High Efficiency (HET) Toilet Rebate Program administered by the MNGWPD pursuant to the requirements of the MNGWPD's Water Resource Management Plan in the amount of \$15,000.00. Effective for one year upon execution.

Infrastructure and Economic Development**25-0423 Public Works**

Request approval of a Resolution authorizing Fulton County to accept a Georgia Department of Transportation (GDOT) contract and funding for costs associate with the Customs and Border Protection Facility at the Fulton County Executive Airport - Charlie Brown Field, when the contract is delivered to Fulton County; authorizing the Chairman to execute the contract with GDOT and related documents; authorizing the County Attorney to approve the contract and related documents as to form and to make necessary modifications thereto prior to execution. Effective upon approval.

Justice and Safety**25-0424 Juvenile Court**

Request approval of a subaward contract - Fulton County Juvenile Court (FCJC), 15PJDP-23-GK-06141-TITL, OJJDP FY 2023 Building Local Continuums of Care to Support Youth Success in the amount up to \$128,833.00 with Georgia State University (GSU) (Atlanta, GA) to conduct all data collection, analysis, and reporting to identify needed resources for delinquency prevention for at-risk and justice-involved youth. Effective January 01, 2024, through December 31, 2024 with automatic renewal contingent upon funding through June 30, 2025 and options to renew contingent upon grant extension. This contract is 100% grant funded. No county funding is required.

FIRST REGULAR MEETING AGENDA**25-0425 Board of Commissioners**

Adoption of the First Regular Meeting Agenda.

25-0426 Clerk to the Commission

Ratification of Minutes.

First Regular Meeting Minutes, May 7, 2025

Second Regular Meeting Post Agenda Minutes, May 21, 2025

25-0427 Board of Commissioners

Presentation of Proclamations and Certificates.

PUBLIC HEARINGS**25-0428 Board of Commissioners**

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

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

PRESENTATIONS TO THE BOARD**25-0429 Board of Commissioners**

Presentation: Annual Justice Policy Board Report

COUNTY MANAGER'S ITEMS**Health and Human Services****25-0384 Senior Services**

Request approval to amend an existing contract, 21RFP000027A-CJC, Senior Transportation Services with Transdev Services, Inc., to initiate a six-month pilot program to allow its subcontractor, UZURV, to deploy three (3) vehicles with an appropriate fleet age to provide transportation services to seniors at no additional cost. Effective upon BOC approval. **(HELD ON 5/21/25)**

25-0430 Public Works

Request approval of a recommended proposal - Department of Public Works, 25RFP146289K-JAJ, Operation & Maintenance Service for Wastewater Facilities & Pump Stations in the North Fulton Service Area in an amount not to exceed \$13,929,869.00 for the remainder of 2025 which represents the start of a five-year contractual period with Inframark-Slater Joint Venture DBA Fulton County Wastewater Partners (Alpharetta, GA), to provide water and wastewater system operations and maintenance management systems in the North Fulton service area. The initial term of the contract will be effective July 6, 2025, through July 6, 2030 for five (5) years, with one (1), five (5) year renewal option.

25-0431 Community Development

Request approval of a statewide contract - Community Development, SWC 99999-001-SPD0000136-0008, Temporary Staffing Services in an amount not to exceed \$148,677.48 with Corporate Temps 2000 (Norcross, GA) Effective July 1, 2025, through December 31, 2025.

Justice and Safety**25-0432 Public Defender**

Request approval of an MOU between Fulton County, on behalf of the Office of the Public Defender, and the United Way of Greater Atlanta in the amount of \$70,000.00 to support a select group of chronically homeless individuals released from the Fulton County Jail by providing transitional housing with case management. The MOU will be effective upon approval by the Board of Commissioners until December 31, 2025.

Commissioners' Full Board Appointments**25-0433****Board of Commissioners****BOARD OF REGISTRATION AND ELECTIONS**

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, which member shall be designated permanent chairperson of the board."

Term = 2 Years

Term below expires: 6/30/2025

Sherri Allen (**Chairperson/BOC**)

Chairman Pitts has nominated Sherri Allen for a Full Board reappointment to serve as Chairperson to a term ending June 30, 2027.

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS**Open & Responsible Government****25-0434****Finance**

Discussion of implications of House Bill 85 "Superior Court Judicial Compensation Reform Act"

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS**25-0406 Board of Commissioners**

Discussion: Clerk of Court Passport Fees: Disclosure and Reporting Update on process and procedures **(Ellis) (HELD ON 5/21/25)**

25-0435 Board of Commissioners

Discussion: Follow-up to Resolution for Overtime Pay for Detention Services and other Incentives. **(Ellis)**

25-0436 Board of Commissioners

Discussion: Sanctuary List **(Ellis)**

EXECUTIVE SESSION**25-0437 Board of Commissioners**

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

ADJOURNMENT



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0409

Meeting Date: 6/4/2025

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Angela Bassett Appreciation Day.” **(Arrington)**
May 21, 2025

Proclamation recognizing “Black Entertainment and Sports Lawyers Association Appreciation Day.”
(Ivory)
May 29, 2025

Proclamation recognizing “Shar Bates Appreciation Day.” **(Arrington)**
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Proclamation recognizing “Albert Floyd Baker, Sr. Remembrance Day.” **(Abdur-Rahman)**
May 29, 2025

Proclamation recognizing “Golden Dome Chapter of American Business Women’s Association.”
(Arrington)
May 31, 2025



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0413

Meeting Date: 6/4/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Water Easement Dedication of 29,460 square feet to Fulton County, a political subdivision of the State of Georgia, from Carol M. Boggs and Providence Road Community Association, Inc., owners, for the purpose of constructing the Subdivision Project at 0 Providence Road, Milton, Georgia 30004.

Requirement for Board Action According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

Scope of Work: The proposed Providence Road Investors Subdivision Project, a residential development, requires the installation of a water service line. Fulton County development regulations require that all new water line connections acknowledge Fulton County's ownership interests in the area(s) where a water service line connection is being made before recording the Final Plat. The easement area to be conveyed consists of 29,460 square feet and is located in Land Lots 843 & 886 of the 2nd District, 2nd Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name : Providence Road Investors Subdivision
Tax Parcel Identification No.: 22 429008860442
Land Disturbance Permit No.: WRN24-110
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**WATER LINE EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 14th day of April, 20 25, between **CAROL M. BOGGS**, of said state and county and **PROVIDENCE ROAD COMMUNITY ASSOCIATION, INC.**, a corporation duly organized under the laws of the State of Georgia, together parties of the first part (hereinafter referred to as Grantors) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the subject property, said Grantors have granted, bargained, sold and conveyed and by these presents do 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) 843 & 886, 2nd Section (if applicable) of District 2, Fulton County, Georgia, and more particularly described as follows: To wit:

Providence Road Investors Subdivision

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

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

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

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

Said Grantors hereby warrant that they have the right to sell and convey said water line easement and right of access and bind themselves, their successors and assigns forever to warrant and defend the right and title to the above described water line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantors hereby waive for themselves, their successors and assign all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said water line for the use of the property as herein agreed.

IN WITNESS HEREOF said parties of the first part have hereunto affixed their hands and seals on the day and year first above written.

Signed, sealed and delivered this 14th
day of April, 20 2025
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[NOTARIAL SEAL]

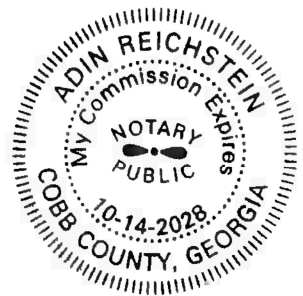


Signed, sealed and delivered this 14th
day of April, 20 25
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[NOTARIAL SEAL]



GRANTOR: Providence Road Community
Association, Inc.
CORPORATE NAME

By: [Signature]

Print Name: Anthony Shuck

Title: COO / CFO

By: [Signature]

Print Name: Charles Roberts

Title: President

[CORPORATE SEAL]

By: Carol Moore Boggs

Print Name: Carol Moore Boggs (L.S.)

CERTIFICATE OF RESOLUTION

I, Anthony W. Shurtz, do certify that I am the duly authorized and appointed Secretary of Providence Road Community Association, Inc. (the "Corporation"), a corporation organized and existing under the laws of the State of Georgia. I further certify that, by unanimous consent of all of the Directors of said Corporation, the following resolution was unanimously adopted by the Directors and remains in full force and effect as of the date hereof:


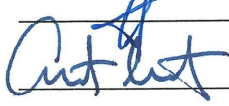
RESOLVED, that this Corporation be and it is hereby authorized to construct a water line for Fulton County and to provide Fulton County with an easement for said water line (the "Transaction").

RESOLVED FURTHER, that the terms and conditions of said Transaction and the terms and provisions of the documents given to evidence said Transaction be left to the discretion and judgment of the President and/or the Chief Operating Officer, Chief Financial Officer, Secretary, Treasurer of the Corporation.

RESOLVED FURTHER, that the President and Chief Operating Officer, Chief Financial Officer, Secretary, Treasurer of the Corporation (collectively, the "Officers" and individually, an "Officer") are each hereby authorized, acting alone to take all such actions and to execute any and all documents necessary to consummate the Transaction, including but not limited to deeds, easements, title affidavits, and any and all other documents, and all upon such terms and conditions as either of the aforesaid Officers deems advantageous to the Corporation.

I do further certify that the foregoing resolutions were validly adopted, are within the powers of the Directors of the Corporation, do not require shareholder action or approval, and are now in full force and effect. And I do further certify that the foregoing resolutions were entered upon the minutes of the Corporation, and that the foregoing is a true and correct copy of said resolutions as they appear on the records of the Corporation. I further certify that said transaction fully complies with the charter documents and by-laws of the Corporation. I further certify that the Corporation is in full force and effect and no proceeding is pending for its dissolution or annulment. All licenses and franchise taxes due by the Corporation have been paid in full.

I do further certify that each of the persons named below is, as of the date hereof, the duly elected and qualified incumbent in the office of the Corporation set opposite his name, and the signature set forth opposite his name is his true and correct signature.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Charles S. Roberts	President	
Anthony W. Shurtz	Chief Operating Officer, Chief Financial Officer, Secretary and Treasurer	

This Certificate is given under seal this 14th day of April, 2025.



Anthony W. Shurtz, Secretary

EXHIBIT "A"
EASEMENT FOR WATER LINE EXTENSION

Being a strip or parcel of land lying and being in Land Lots 843 & 886, 2nd District, 2nd Section, Fulton County, Georgia and being within a Private Drive Easement as shown on a plat, entitled "Minor Plat for Providence Road Investors Subdivision" and recorded among the Land Records of Fulton County, Georgia in Plat Book 470, Page 119, and finally being more particularly described as follows:

To find the Point of Beginning, commence, at a ½ inch capped rebar found (labeled LSF000810, typical hereafter) at the intersection of the South Right of Way Line of Providence Road (having an apparent 60 feet wide public right of way) and the Eastern Easement Line of a Private Drive (having a width of 44 feet) and shown on the aforesaid plat, said point being at State Plane Coordinate (Georgia West Zone) of North: 1,498,179.87; East 2,248,949.82; thence, leaving said point and running with the said line of Providence Road North 83° 02' 16" West, 4.82 feet to the True Point of Beginning of the herein described strip or parcel of land; thence, leaving the said Point of Beginning and the said line of Providence Road and running in, through, over and across the aforesaid Private Drive Easement,

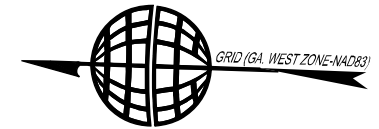
1. South 08° 04' 19" West, 54.28 feet; thence,
2. South 03° 55' 24" East, 3.39 feet; thence,
3. North 86° 04' 36" East, 5.50 feet; thence,
4. 20.10 feet along the arc of a curve deflecting to the left, having a radius of 353.00 feet and a chord bearing and distance of South 01° 42' 42" West, 20.10 feet; thence,
5. South 86° 04' 36" West, 3.53 feet; thence,
6. South 03° 55' 24" East, 89.81 feet; thence,
7. South 25° 57' 12" East, 234.28 feet; thence,
8. North 64° 02' 48" East, 3.75 feet; thence,
9. South 26° 53' 46" East, 16.45 feet; thence,
10. 3.55 feet along the arc of a curve deflecting to the right, having a radius of 397.00 feet and a chord bearing and distance of South 26° 38' 23" East, 3.55 feet; thence,
11. South 64° 02' 48" West, 4.06 feet; thence,
12. South 25° 57' 12" East, 27.06 feet; thence,
13. South 14° 43' 14" East, 115.30 feet; thence,
14. South 01° 13' 43" East, 327.62 feet; thence,
15. North 88° 46' 17" East, 3.13 feet; thence,
16. South 01° 13' 46" East, 20.00 feet; thence,
17. South 88° 46' 17" West, 3.13 feet; thence,
18. South 01° 13' 43" East, 204.60 feet; thence,
19. South 10° 01' 30" West, 21.88 feet; thence,
20. South 80° 06' 10" East, 75.38 feet; thence,
21. 20.72 feet along the arc of a curve deflecting to the right, having a radius of 90.00 feet and a chord bearing and distance of South 04° 44' 35" East, 20.67 feet; thence,
22. North 80° 06' 10" West, 80.65 feet; thence,
23. South 10° 01' 30" West, 74.25 feet; thence,
24. North 79° 58' 30" West, 20.00 feet; thence,
25. North 10° 01' 30" East, 20.26 feet; thence,
26. North 79° 58' 30" West, 68.36 feet; thence,
27. 31.17 feet along the arc of a curve deflecting to the right, having a radius of 90.00 feet and a chord bearing and distance of North 07° 25' 13" West, 31.02 feet; thence,
28. South 79° 58' 30" East, 77.66 feet; thence,
29. North 10° 01' 30" East, 64.31 feet; thence,
30. North 01° 13' 43" West, 239.25 feet; thence,
31. South 88° 46' 17" West, 20.87 feet; thence,
32. North 01° 13' 44" West, 20.00 feet; thence,
33. North 88° 46' 17" East, 20.87 feet; thence,
34. North 01° 13' 43" West, 32.22 feet; thence,
35. South 88° 46' 17" West, 20.87 feet; thence,
36. North 01° 13' 44" West, 20.00 feet; thence,
37. North 88° 46' 17" East, 20.87 feet; thence,
38. North 01° 13' 43" West, 236.41 feet; thence,
39. North 14° 43' 14" West, 110.97 feet; thence,
40. North 25° 57' 12" West, 283.26 feet; thence,
41. North 03° 55' 24" West, 119.20 feet; thence,
42. North 08° 04' 19" East, 55.99 feet; thence,
43. South 83° 02' 16" East, 20.00 feet to the Point of Beginning, containing 29,460 square feet or 0.6763 of an acre of land, more or less.




THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW OR APPROVE ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING. 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 LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES 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. SECTION 15-6-67.

DS 04/22/2025 | 10:05 AM EDT

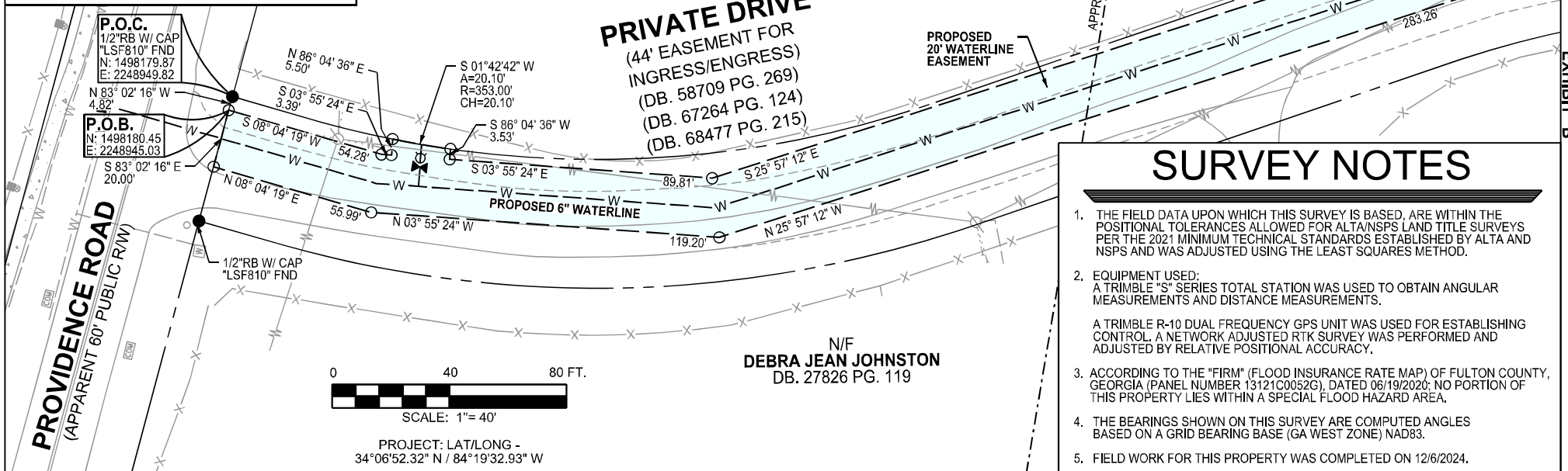
N/F
JANE E. GRADY
DB. 48728 PG. 385

Fulton County Government



-  FIRE HYDRANT (FH)
 WATER VALVE (WV)
 WATER METER (WM)

THIS BLOCK RESERVED FOR THE CLERK OF
THE SUPERIOR COURT.



SURVEY NOTES

1. THE FIELD DATA UPON WHICH THIS SURVEY IS BASED, ARE WITHIN THE POSITIONAL TOLERANCES ALLOWED FOR ALTA/NSPS LAND TITLE SURVEYS PER THE 2021 MINIMUM TECHNICAL STANDARDS ESTABLISHED BY ALTA AND NSPS AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
2. EQUIPMENT USED:
A TRIMBLE "S" SERIES TOTAL STATION WAS USED TO OBTAIN ANGULAR MEASUREMENTS AND DISTANCE MEASUREMENTS.

A TRIMBLE R-10 DUAL FREQUENCY GPS UNIT WAS USED FOR ESTABLISHING CONTROL. A NETWORK ADJUSTED RTK SURVEY WAS PERFORMED AND ADJUSTED BY RELATIVE POSITIONAL ACCURACY.
3. ACCORDING TO THE "FIRM" (FLOOD INSURANCE RATE MAP) OF FULTON COUNTY, GEORGIA (PANEL NUMBER 13121C0052G), DATED 06/19/2020; NO PORTION OF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA.
4. THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING BASE (GA WEST ZONE) NAD83.
5. FIELD WORK FOR THIS PROPERTY WAS COMPLETED ON 12/6/2024.

PERMANENT EASEMENT AREA

29,460 SQ. FT. / 0.6763 AC.

LOCATED IN LAND LOTS 843 & 886,
2ND DISTRICT, 2ND SECTION
CITY OF MILTON, FULTON COUNTY, GEORGIA

DATE: 12/11/2024 REV.: 12/31/2024
REV.: 04/17/2025 SHEET NO. 1 OF 3

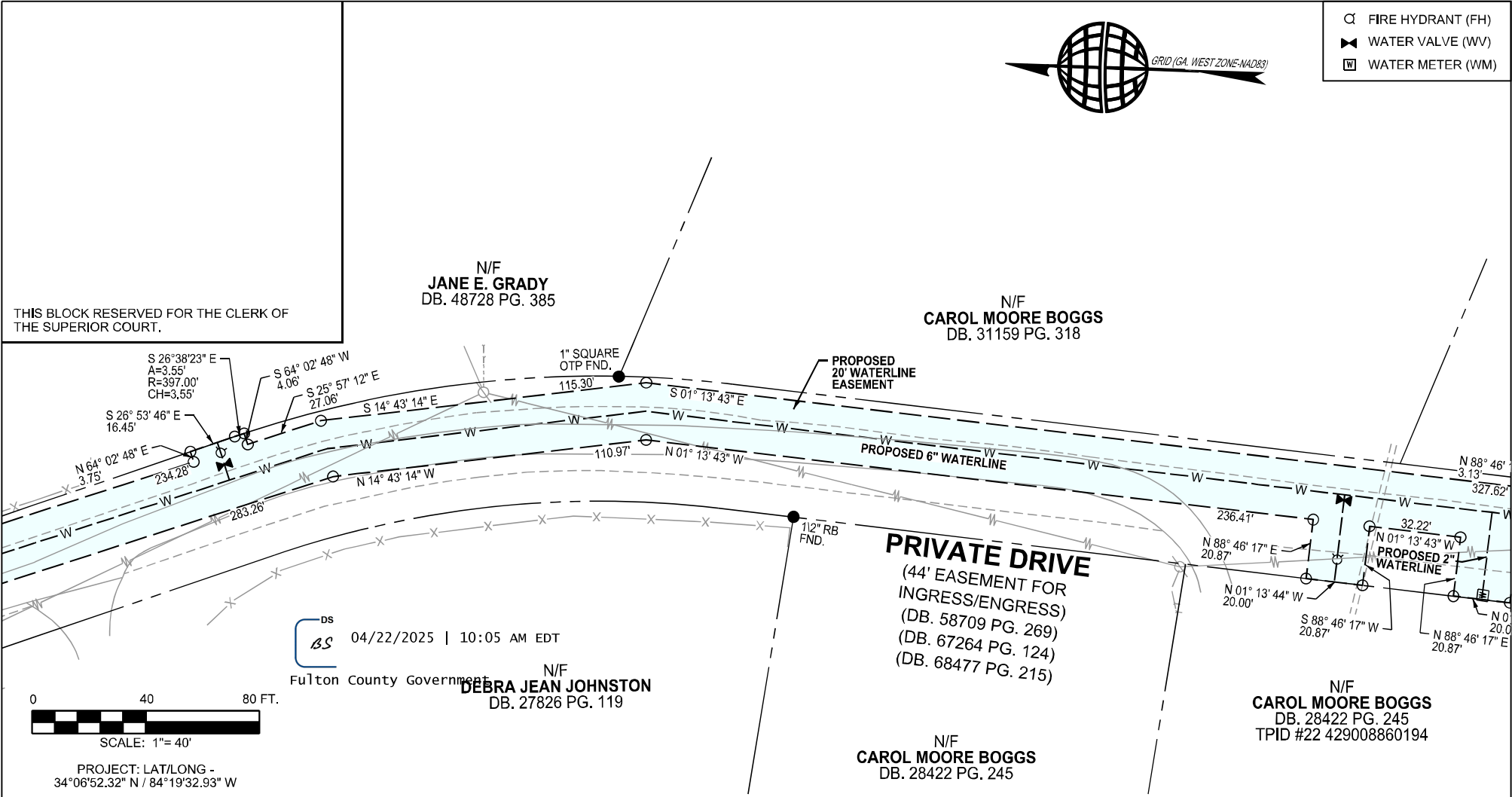
WATERLINE EASEMENT EXHIBIT
AS REQUIRED BY:
**FULTON COUNTY DEPARTMENT
OF PUBLIC WORKS,
WATER RESOURCES DIVISION**

THROUGH THE PROPERTY OF:
**PROVIDENCE ROAD
COMMUNITY ASSOCIATION, INC.
DB. 68477 PG. 215**

TAX PARCEL NO. 22 429008860442

TerraMark Land Surveying, Inc.
1396 Bells Ferry Road
Marietta, Georgia 30066
Phone No. (770) 421-1927
www.TerraMark.com
C. O. A.# LSF000810





<p>PERMANENT EASEMENT AREA</p> <p>29,460 SQ. FT. / 0.6763 AC.</p>	<p>LOCATED IN LAND LOTS 843 & 886, 2ND DISTRICT, 2ND SECTION CITY OF MILTON, FULTON COUNTY, GEORGIA</p> <p>DATE: 12/11/2024 REV.: 12/31/2024 REV.: 04/17/2025 SHEET NO. 2 OF 3</p>	<p>WATERLINE EASEMENT EXHIBIT AS REQUIRED BY:</p> <p>FULTON COUNTY DEPARTMENT OF PUBLIC WORKS, WATER RESOURCES DIVISION</p>	<p>THROUGH THE PROPERTY OF:</p> <p>PROVIDENCE ROAD COMMUNITY ASSOCIATION, INC. DB. 68477 PG. 215</p> <p>TAX PARCEL NO. 22 429008860442</p>	<p>TerraMark Land Surveying, Inc. 1396 Bells Ferry Road Marietta, Georgia 30066 Phone No. (770) 421-1927 www.TerraMark.com C. O. A.# LSF000810</p> <p>TerraMark Geospatial</p>
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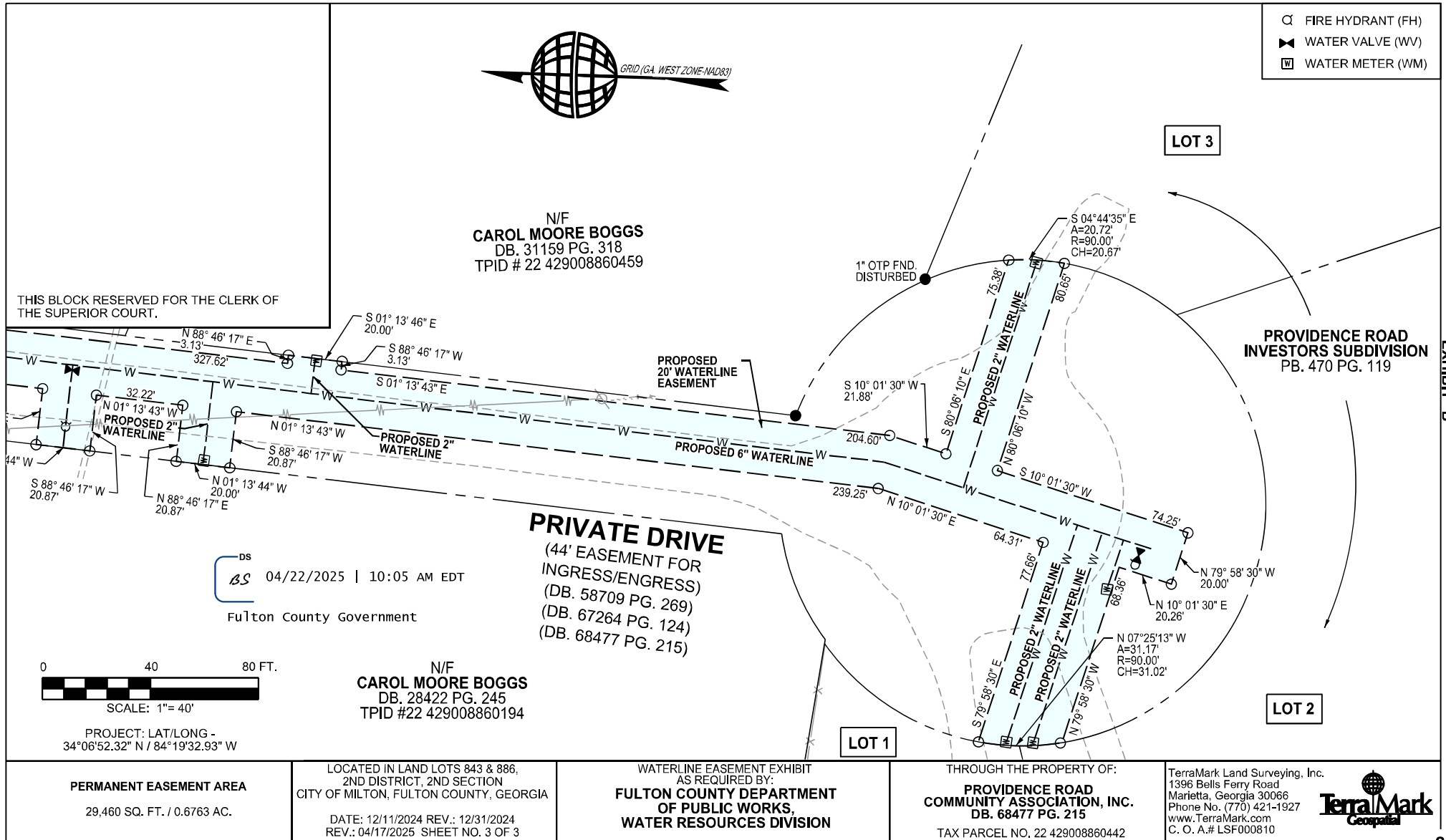


EXHIBIT "B"



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0414

Meeting Date: 6/4/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Water Easement Dedication of 1,118.33 square feet to Fulton County, a political subdivision of the State of Georgia, from KANUR, LLC, individuals, for the purpose of constructing the Old Alabama Physician Offices Project at 3440 Old Alabama Road, Johns Creek, Georgia 30022.

Requirement for Board Action According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

Scope of Work: The proposed Old Alabama Physician Offices Project, a commercial development, requires the installation of a water service line. Fulton County development regulations require that all new water line connections acknowledge Fulton County's ownership interests in the area(s) where a water service line connection is being made before recording the Final Plat. The easement area to be conveyed consists of 1118.33 square feet and is located in Land Lot 923 of the 1st District, 2nd Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name : Old Alabama Physician Offices
Tax Parcel Identification No.: 12 317009230494
Land Disturbance Permit No.: WRN23-014
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 15 day of January, 2025, between KANUR, 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) 923 of the 1st District, 2nd Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

Project Name: OLD ALABAMA PHYSICIANS OFFICES

[See Exhibits "A" & "B" 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 15TH
day of JANUARY, 20 25
in the presence of:

Witness

Notary Public

[NOTARIAL SEAL]

GRANTOR: Kanur, LLC
CORPORATE NAME

By: _____
Print Name: Noorudin Nuran
Title: Partner

By: _____
Print Name: _____
Title: _____

[CORPORATE SEAL]

Curve	Radius	Length	Chord	Chord Bear.
C1	1582.02'	82.80'	82.80'	S 72°05'25" W
C2	1582.02'	43.30'	43.30'	N 69°48'20" E

N 69°29'50"E
 CH-225.75'
 ARC-255.94'
 RAD-1582.02'

T.P.O.B.
 C1
 C2
 L1
 L2
 L3

OLD ALABAMA ROAD
 (95' R/W; 45 MPH)

PROPOSED RIGHT-OF-WAY
 WATER UTILITY EASEMENT

SINGLE STORY
 SLAB ON GRADE
 FFE=1118.50
 +/- 9990.33 SQ. FT.

N 78°23'30"E
 52.13'

N 18°08'26"W 298.95'

N 85°49'00"W 165.83'

N 00°36'05"W 385.76'

APPROXIMATE LAND LOT LINE
 APPROXIMATE LAND LOT LINE

L.L. 923
 L.L. 14
 L.L. 15

N/F
 CHIRPY CO, LLC
 TAX PARCEL # 11 007000140188
 D.B. 53194, P. 122
 ZONED O-I
 3455 OLD ALABAMA ROAD

N/F
 MOST REVEREND JOHN F. DONOGHUE D.D.
 TAX PARCEL # 12 317009230478
 D.B. 19463, P. 140
 ZONED AG-1
 3400 AND 3380 OLD ALABAMA ROAD

A B
 01/17/24

Course	Bearing	Distance
L1	S 21°33'50" E	25.24'
L2	S 68°26'10" W	43.21'
L3	N 21°43'35" W	26.28'

GEORGIA
 REGISTERED
 NO. 3195
 EXP. 12-31-25
 1/16/25
 LAND SURVEYOR
 S. HARVIN, JR.

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL
 STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN
 CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION
 FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET
 FORTH IN THE GEORGIA PLAT ACT O.C.G.S. 19-6-61.

Course	Bearing	Distance
L1	S 21°33'50" E	25.24'
L2	S 68°26'10" W	43.21'
L3	N 21°43'35" W	26.28'

N 85°49'00"W 165.83'

2nd SECTION
S 00°36'05"W 385.76'

N/F
CHIRPY CO, LLC
TAX PARCEL # 11 007000140188
D.B. 53194, P. 122
ZONED O-I
3455 OLD ALABAMA ROAD

A B
01/17/24



THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.S. 15-6-67.

JOB NO.
23034
DRAWING NO.
23034 ST ESMT EX.dwg

SHEET NO. 1	OF 1
-----------------------	----------------

EASEMENT EXHIBIT A FOR:
KANUR LLC
3440 OLD ALABAMA ROAD
TP-12 317009230494
FULTON COUNTY, GEORGIA



DRAWN BY: AN	REVISION	DATE	DESCRIPTION
CHECKED BY: GH			
CC: AN			
DATE: 1/11/25			
SCALE: 1" = 50'			
LAND LOT: 953			
DISTRICT: 1st / 2nd SEC.			
CITY OF JOHN'S CREEK			

EXHIBIT "B"

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 993, DISTRICT 2, SECTION 2, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, BEING THE POINT OF BEGINNING, AT THE NORTH EAST INTERSECTION OF THIS PARENT PARCEL AND THE RIGHT OF WAY OF OLD ALABAMA ROAD, A PUBLIC ROAD, ALONG THE SOUTHERN RIGHT OF WAY OF OLD ALABAMA ROAD SOUTH 72 DEGREES 05 MINUTES 25 SECONDS WEST A CHORD DISTANCE OF 82.80', BEING SUBTENDED BY AN ARC OF 82.80' WITH A RADIUS OF 1582.02' TO A POINT, BEING THE TRUE POINT OF BEGINNING;

THENCE RUNNING SOUTH 21 DEGREES 33 MINUTES 50 SECONDS EAST A DISTANCE OF 25.24' TO A POINT, THENCE RUNNING SOUTH 68 DEGREES 26 MINUTES 10 SECONDS WEST A DISTANCE OF 43.21' TO A POINT, THENCE RUNNING NORTH 21 DEGREES 43 MINUTES 35 SECONDS WEST A DISTANCE OF 26.28' TO A POINT, THENCE RUNNING NORTH 69 DEGREES 48 MINUTES 20 SECONDS EAST A CHORD DISTANCE OF 43.30', BEING SUBTENDED BY AN ARC A DISTANCE OF 43.30' WITH A RADIUS OF 1582.02' TO A POINT, THE POINT BEING THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS AND RESTRICTIONS OF RECORD, SAID PROPERTY CONTAINS 0.0257 (1,118.3298 SQ. FT.) ACRES MORE OR LESS.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0415

Meeting Date: 6/4/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Water Easement Dedication of 5,227 square feet to Fulton County, a political subdivision of the State of Georgia, from the Bridges Alpharetta, LLC for the purpose of constructing the Bridges Project at 4430 Webb Bridge Road, Alpharetta, Georgia 30005.

Requirement for Board Action

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

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

Scope of Work: The Bridges Project, a residential development, requires the installation of a water service line. Fulton County development regulations require that all new water line connections acknowledge Fulton County's ownership interests in the area(s) where a water service line connection is being made before recording the Final Plat. The easement area to be conveyed consists of 5,227 square feet and is located in Land Lot 125 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 residential development.

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name : The Bridges
Tax Parcel Identification No.: 11 034001250519 & 11 034001250527
Land Disturbance Permit No.: WRN22-034 City of Alpharetta = D220042
Zoning/Special Use Permit No.: R, PH-22-04/Z-2-04
(if applicable) The Bridges/Webb Bridge Road

For Fulton County Use Only

Approval Date: _____
Initials: _____

**WATER LINE EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 5th day of December, 2024, between Bridges Alpharetta, LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 125, 1st Section (if applicable) of District 1st, Fulton County, Georgia, and more particularly described as follows: To wit:

The Bridges

Project Name

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

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

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

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

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

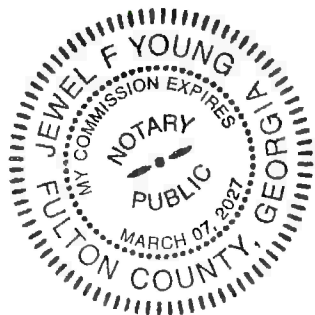
IN WITNESS HEREOF said party of the first part has hereunto affixed his/her hand and seal on the day and year first above written.

Signed, sealed and delivered this 5th
day of December 20 24
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[NOTARIAL SEAL]



GRANTOR: Bridges Alpharetta, LLC
CORPORATE NAME

By: [Signature]
Print Name: Ton Young
Title: Manager

By: _____
Print Name: _____
Title: _____

[CORPORATE SEAL]

EXHIBIT "A"

WATER EASEMENT:
THE BRIDGES
PROPERTY OF:
BRIDGES ALPHARETTA, LLC

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING LAND LOT 125, 1ST DISTRICT, 1ST SECTION IN THE CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

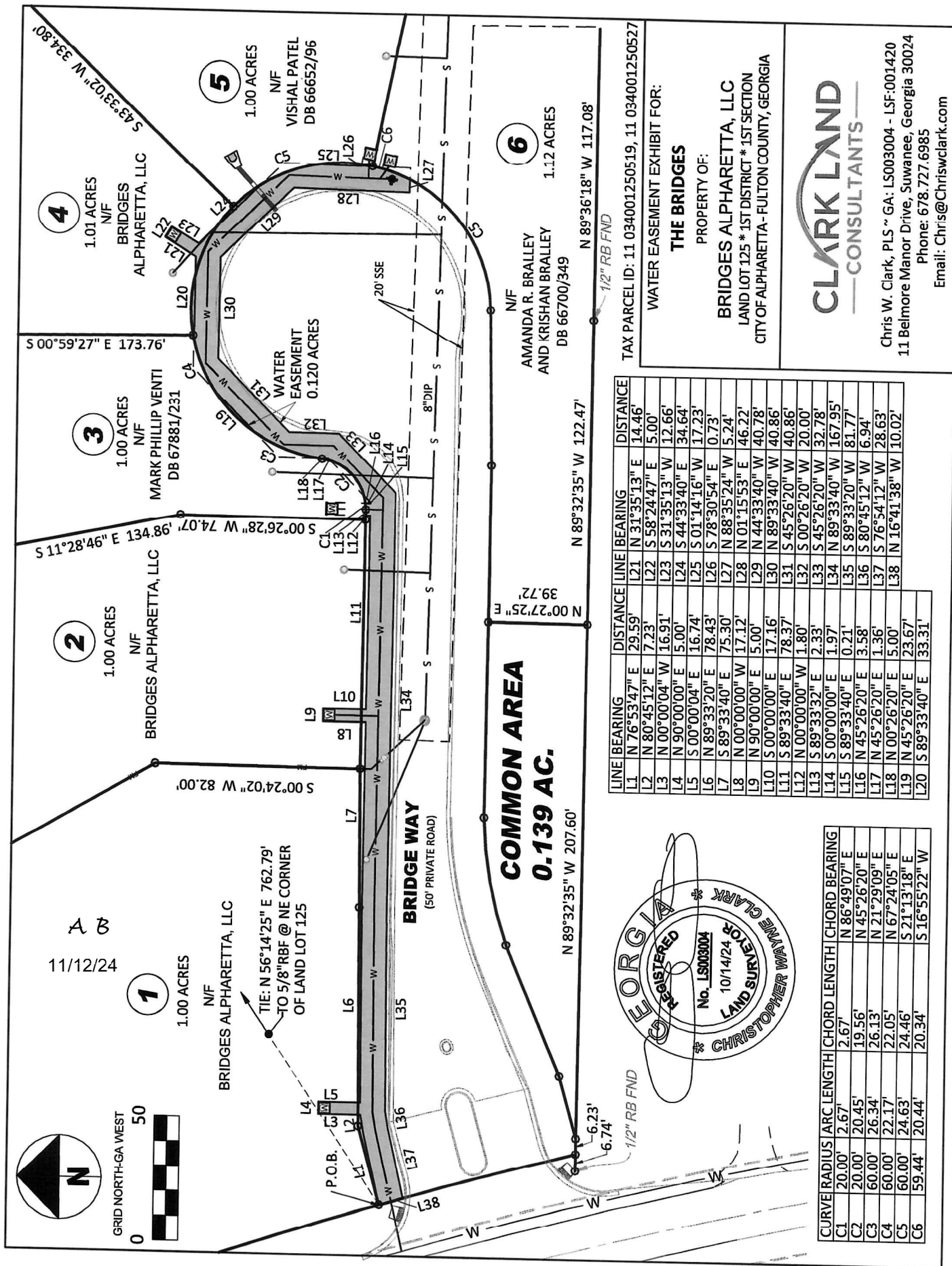
COMMENCING AT A FOUND 5/8" REBAR AT THE NORTHEAST CORNER OF LAND LOT 125 OF SAID DISTRICT AND SECTION, THENCE S 56°14'25" W 762.79' TO A POINT, SAID POINT BEING THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED;

THENCE N 76°53'47" E A DISTANCE OF 29.59' TO A POINT;
THENCE N 80°45'12" E A DISTANCE OF 7.23' TO A POINT;
THENCE N 00°00'04" W A DISTANCE OF 16.91' TO A POINT;
THENCE N 90°00'00" E A DISTANCE OF 5.00' TO A POINT;
THENCE S 00°00'04" E A DISTANCE OF 16.74' TO A POINT;
THENCE N 89°33'20" E A DISTANCE OF 78.43' TO A POINT;
THENCE S 89°33'40" E A DISTANCE OF 75.30' TO A POINT;
THENCE N 00°00'00" W A DISTANCE OF 17.12' TO A POINT;
THENCE N 90°00'00" E A DISTANCE OF 5.00' TO A POINT;
THENCE S 00°00'00" E A DISTANCE OF 17.16' TO A POINT;
THENCE S 89°33'40" E A DISTANCE OF 78.37' TO A POINT;
THENCE N 00°00'00" W A DISTANCE OF 1.80' TO A POINT;
THENCE S 89°33'32" E A DISTANCE OF 2.33' TO A POINT;
THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 2.67', WITH A RADIUS OF 20.00', WITH A CHORD BEARING OF N 86°49'07" E, WITH A CHORD LENGTH OF 2.67 TO A POINT;
THENCE S 00°00'00" E A DISTANCE OF 1.97' TO A POINT;
THENCE S 89°33'40" E A DISTANCE OF 0.21' TO A POINT;
THENCE N 45°26'20" E A DISTANCE OF 3.58' TO A POINT;
THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 20.45', WITH A RADIUS OF 19.91', WITH A CHORD BEARING OF N 45°26'20" E, WITH A CHORD LENGTH OF 19.56 TO A POINT;
THENCE N 45°26'20" E A DISTANCE OF 1.36' TO A POINT;
THENCE N 00°26'20" E A DISTANCE OF 5.00' TO A POINT;
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 26.34', WITH A RADIUS OF 60.00', WITH A CHORD BEARING OF N 21°29'09" E, WITH A CHORD LENGTH OF 26.13 TO A POINT;
THENCE N 45°26'20" E A DISTANCE OF 23.67' TO A POINT;
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 22.17', WITH A RADIUS OF 60.00', WITH A CHORD BEARING OF N 67°24'05" E, WITH A CHORD LENGTH OF 22.05 TO A POINT;
THENCE S 89°33'40" E A DISTANCE OF 33.31' TO A POINT;
THENCE N 31°35'13" E A DISTANCE OF 14.46' TO A POINT;
THENCE S 58°24'47" E A DISTANCE OF 5.00' TO A POINT;
THENCE S 31°35'13" W A DISTANCE OF 12.66' TO A POINT;
THENCE S 44°33'40" E A DISTANCE OF 34.64' TO A POINT;
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 24.63', WITH A RADIUS OF 60.00', WITH A CHORD BEARING OF S 21°13'18" E, WITH A CHORD LENGTH OF 24.46 TO A POINT;
THENCE S 01°14'16" W A DISTANCE OF 17.23' TO A POINT;
THENCE S 78°30'54" E A DISTANCE OF 0.73' TO A POINT;
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 20.44', WITH A RADIUS OF 60.00', WITH A CHORD BEARING OF S 16°55'22" W, WITH A CHORD LENGTH OF 20.34 TO A POINT;
(CONTINUED)

EXHIBIT "A" CONTINUED

THENCE N 88°35'24" W A DISTANCE OF 5.24' TO A POINT;
THENCE N 01°15'53" E A DISTANCE OF 46.22' TO A POINT;
THENCE N 44°33'40" W A DISTANCE OF 40.78' TO A POINT;
THENCE N 89°33'40" W A DISTANCE OF 40.86' TO A POINT;
THENCE S 45°26'20" W A DISTANCE OF 40.86' TO A POINT;
THENCE S 00°26'20" W A DISTANCE OF 20.00' TO A POINT;
THENCE S 45°26'20" W A DISTANCE OF 32.78' TO A POINT;
THENCE N 89°33'40" W A DISTANCE OF 167.95' TO A POINT;
THENCE S 89°33'20" W A DISTANCE OF 81.77' TO A POINT;
THENCE S 80°45'12" W A DISTANCE OF 6.94' TO A POINT;
THENCE S 76°54'12" W A DISTANCE OF 28.63' TO A POINT;
THENCE N 16°41'38" W A DISTANCE OF 10.02' TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5227 SQUARE FEET, 0.120 ACRES.





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0416

Meeting Date: 6/4/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Resolution authorizing the transfer of three (3) deeds for rights-of-way and limited access rights from Fulton County (Grantor) to the Georgia Department of Transportation (Grantee) for County-owned remnant parcels located at or near 0 Martin Luther King Jr. Drive, Atlanta, Georgia, 0 Oakcliff Drive, Atlanta, Georgia, and 0 Shirley Drive, Atlanta, Georgia, for the purpose of constructing roadway improvements; authorizing the Chairman to execute the deeds and related documents; authorizing the County Attorney to approve the deeds and related documents as to form and to make necessary modifications thereof prior to execution. Effective upon approval.

Requirement for Board Action

O.C.G.A. § 36-9-2 authorizes Fulton County to sell, grant, lease, rent, convey, or transfer any real property owned by the County. Fulton County Code § 1-117 provides that the Board of Commissioners has exclusive jurisdiction and control over all property of the County, and O.C.G.A. § 36-9-3(a)(3)(A) authorizes Fulton County to grant rights of way without a competitive process.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

Scope of Work: The Department of Real Estate and Asset Management - DREAM received a

request from the Georgia Department of Transportation (“GDOT”) to acquire rights-of-way and limited access rights to three (3) Fulton County properties. DREAM’s research of the subject properties confirmed the subject properties are remnant rights-of -way parcels with no utility reflected by them not having any tax identification numbers.

Rights-of-way and limited access rights has been requested by GDOT from the parcels located at: 0 Martin Luther King Jr. Drive, consisting of approximately 0.031 acres (1330.95 square feet) of a right of way and 40.38 linear feet of access in Land Lot 15, 0 Oakcliff Drive, consisting of approximately 0.080 acres (3503.05 square feet) of a right of way and 52.77 linear feet of linear access linear Land in Lot 238, and 0 Shirley Drive, consisting of approximately 0.003 acres (147.90 square feet) of a right of way and 46.66 linear feet of linear access in Land Lot 23, all in the 14th District of Fulton County.

GDOT requires the property rights for the I-285 / I-20 Interchange Improvement Project, PROJECT NO. 0013918, to improve traffic flow and public travel safety in the area.

In accordance with County policy, the Department of Real Estate and Asset Management completed an assessment of each parcel and concluded the (3) remnant right of way parcels are not essential for Fulton County’s operational needs and recommends donating the requested real property rights to the GDOT for construction of their planned roadway improvements.

Approval of the Board of Commissioners’ is requested to formalize the transfer of real property rights and the terms of the donation to GDOT.

Community Impact: Approval of the right of way deeds with the Georgia Department of Transportation will not adversely impact the residents of the community where the subject real properties are located, and the proposed construction is being completed to improve traffic conditions for residents and visitors to Fulton County.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the Resolution to convey the requested real property rights to the Georgia Department of Transportation to improve public travel safety in Fulton County.

Project Implications: The planned construction of the I-285 / I-20 Interchange Improvement Project at the intersection of I-285 and I-20 West is expected to reduce traffic congestion, enhance roadway connectivity, and improve travel safety.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Requested Board of Commissioners’ action does not involve the expenditure or the receipt of funds.

STATE OF GEORGIA			
DEPARTMENT OF TRANSPORTATION			
RIGHT OF WAY MAP			
PROJECT NO: 0013918	<table border="1"> <tr> <td>DRAWING No.</td> </tr> <tr> <td>60-0017</td> </tr> </table>	DRAWING No.	60-0017
DRAWING No.			
60-0017			
COUNTY: FULTON			
LAND LOT NO: 15			
LAND DISTRICT: 14			
GMD 1289			
DATE 11/01/24 SH 17 OF 60			

EXHIBIT B, Page 2 of 2

PARCEL 123 EASEMENT				
EASMT. FOR CONST. AND MAINT. OF SLOPES & NOISE BARRIER				
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	
DE10465	55.00 R	666+00.00	RAMP DE32	
DE10466	52.92 R	665+65.37	RAMP DE32	
1255	47.83 R	665+65.57	RAMP DE32	
DE10468	49.93 R	666+00.00	RAMP DE32	
DE10465	55.00 R	666+00.00	RAMP DE32	
RECD EASMT	175.54	SF		
RECD EASMT	0.004	ACRES		

PARCEL 124 EASEMENT				
EASMT. FOR CONST. AND MAINT. OF SLOPES & NOISE BARRIER				
PNT	OFFSET	DIST	STATION/ BEARING	ALIGNMENT
DE10466	52.92	R	665+65.37	RAMP DE32
DE10469	52.00	R	N 88° 40' 57.5" E 665+50.00	RAMP DE32
DE10470	47.33	R	S 4° 45' 03.6" E 665+50.00	RAMP DE32
1257	47.31	R	S 85° 05' 16.4" W 665+56.99	RAMP DE32
1255	47.83	R	N 88° 44' 26.1" W 665+65.57	RAMP DE32
DE10466	52.92	R	N 2° 29' 08.1" W 665+65.37	RAMP DE32
RECD EASMT	77.47	SF		
RECD EASMT	0.002	ACRES		

PARCEL 125 EASEMENT				
EASMT. FOR CONST. AND MAINT. OF SLOPES & NOISE BARRIER				
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	
DE10483	58.00 R 11.66	650+15.00 S 0° 06' 24.1" E	RAMP DE32	
DE10484	58.10 R 12.55	649+73.34 S 0° 47' 40.1" E	RAMP DE32	
1330	45.59 R 40.79	649+74.21 S 0° 06' 20.4" W	RAMP DE32	
DE10485	45.72 R 12.28	650+15.00 N 4° 45' 03.6" W	RAMP DE32	
DE10483	58.00 R	650+15.00	RAMP DE32	
RECD EASMT	511.16	SF		
RECD EASMT	0.012	ACRES		

REQ'D R/W PARCEL 126/SV122					REQ'D R/W	DE1126
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT			
DE10486	73.90 R	106+95.00	RAMP DE13			
976	73.55 R	N 85°34'09.0" E	RAMP DE13			
	12.45 S	S 26°10'48.2" E	RAMP DE13			
DE10487	85.00 R	107+13.68	RAMP DE13			
	8.68 S	S 66°45'56.4" W	RAMP DE13			
DE10488	85.00 R	106+95.00	RAMP DE13			
	11.10 N	N 3°00'03.6" W	RAMP DE13			
DE10486	73.90 R	106+95.00	RAMP DE13			
RECD R/W	183.41	SF				
RECD R/W	0.004	ACRES				
REMAINDER	+/- 0.37	ACRES				

PAR 126 LIMIT OF ACCESS				REQ'D R/W	DE2126
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT		
DE10486	73.90 R	106+95.00	RAMP DE13		
DE10488	85.00 R	106+95.00	RAMP DE13		
DE10487	85.00 R	107+13.68	RAMP DE13		
LIMIT OF ACCESS LENGTH = 29.78 LF					

REQ'D R/W - PARCEL 127/SV121					REQ'D R/W	DE1127
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT			
976	73.55 R	107+08.78	RAMP DE13			
DE10489	72.27 R	107+60.00	RAMP DE13			
DE10490	85.00 R	107+60.00	RAMP DE13			
DE10487	85.00 R	107+13.68	RAMP DE13			
976	73.55 R	107+08.78	RAMP DE13			
REQ'D R/W	591.11	SF				
REQ'D R/W	0.014	ACRES				
REMAINDER	+/- 0.25	ACRES				

PAR 127 LIMIT OF ACCESS				DE212
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	
DE10487	85.00 R	107+13.68	RAMP DE13	
DE10490	85.00 R	107+60.00	RAMP DE13	
DE10489	72.27 R	107+60.00	RAMP DE13	
LIMIT OF ACCESS LENGTH = 59.05 LF				

PARCEL 128 EASEMENT				
EASMT. FOR CONST. AND MAINT. OF SLOPES & NOISE BARRIER				
PNT	OFFSET	STAT	BEARING	ALIGNMENT
DE10521	45.00' R	647+41.43		RAMP DE32
DE10522	45.00' R	646+46.28	S 92°41'56.4" E	RAMP DE32
1350	41.51' R	646+47.16	S 92°38.34" W	RAMP DE32
1377	42.49' R	647+42.72	S 92°07.8" W	RAMP DE32
DE10521	45.00' R	647+41.43	N 22°31'11.1" E	RAMP DE32
RECD EASMT	286.26	SF		
RECD EASMT	0.007	ACRES		

PARCEL 129 EASEMENT				
EASMT. FOR CONST. AND MAINT. OF SLOPES & NOISE BARRIER				
PNT	OFFSE	DIST	STATION BEARING	ALIGNMENT
DE10522	45.00	R	646+46.28	RAMP DE32
		79.1	56.41°	E
DE10523	45.00	R	645+67.07	RAMP DE32
		4.23	S 2°09'18.2"	E
1352	40.77	R	645+67.26	RAMP DE32
		79.90	57.8°	W
1350	41.51	R	646+47.16	RAMP DE32
		3.60	N 9°28'34.9"	E
DE10522	45.00	R	646+46.28	RAMP DE32
RECD EASMT		307.09	ACRES	
RECD EASMT		0.007	ACRES	

PARCEL 130 EASEMENT				
EASMT. FOR CONST. AND MAINT. OF SLOPES & NOISE BARRIER				
PNT	OFFSET	DIST	STATION BEARING	ALIGNMENT
DE10523	45.00	R	645+67.07	RAMP DE32
DE10312	45.00	R	645+06.82	56.4° E RAMP DE32
1357	40.18	R	645+07.28	5.0° 39' 14.4" W RAMP DE32
1352	40.77	R	645+67.26	38.7° W RAMP DE32
DE10523	45.00	R	645+67.07	2.9° 18.2" W RAMP DE32
RECD EASMT	272.04	SF		
RECD EASMT	0.006	ACRES		

REQ'D R/W - PACEL 131				REQ'D R/W	DE1131
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT		
DE10134	39.70 R	308+23.94	RAMP DE145		
274	34.23 16.33 R	N 83°28'25.4" E 308+49.55	RAMP DE145		
DE10136	30.16 40.00 R	S 08°45'12.6" E 308+68.69	RAMP DE145		
ARC LENGTH = 43.26					
CHORD BEAR = N 52°36'51.5" W					
LNTH CHORD = 43.26					
RADIUS = 1160.18					
DEGREE = 4°56'18.7"					
DE10134	39.70 R	308+23.94	RAMP DE145		
RECD R/W = 507.78		SF			
RECD R/W = 0.012		ACRES			

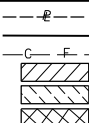
PAR 131 LIMIT OF ACCESS				DE2131
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	
DE10134	39.70 R	308+23.94	RAMP DE145	
ARC LENGTH	43.26			
CHORD BEAR	S 52°36'51.5" E			
LNTH CHORD	43.26			
RADIUS	1160.18			
DEGREE	4°56'18.7"			
DE10136	40.00 R	308+68.69	RAMP DE145	
LIMIT OF ACCESS LENGTH = 43.26 LF				

PARCEL 132 EASEMENT					
EASMT. FOR CONST. AND MAINT. OF SLOPES, NOISE BARRIER, & DRAINAGE					
PNT	OFFSET	DIST	STATION	BEARING	ALIGNMENT
DE10363	189.35	L	1042+42.21		I-20
DE10562	189.40	L	1042+76.72	43.4° E	I-20
2098	179.39	L	S 24.54° 00.4°		E-20
4797	179.35	L	1042+47.92	77.03.6° W	I-20
DE10363	189.35	L	1042+42.21	00.3° W	I-20
RECD EASMT	348.52	SF			
RECD EASMT	0.008	ACRES			

REQ'D R/W - PARCEL 133			REQ'D R/W	DE/133
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	
900	100.41 R	1228+10.69	I-20	
1480	40.06	N 89°55' 16.8" E	I-20	
	103.67 R	1228+50.62	I-20	
DE/10056	31.63	S 89°07' 09.4" W	I-20	
	135.00 R	1228+46.29	I-20	
DE/10055	40.38	N 89°14' 56.4" W	I-20	
	135.00 R	1228+05.91	I-20	
900	34.92	N 3°07' 08.7" E	I-20	
	100.41 R	1228+10.69	I-20	
REQ'D R/W	1330.95	SF		
REQ'D R/W	0.031	ACRES		

PAR 133 LIMIT OF ACCESS				DE2133
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	
DE10055	135.00 R	1228+05.91	I-20	
	40.38	N 85° 14' 56.4" E		
DE10056	135.00 R	1228+46.29	I-20	

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES



BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY MAP	
PROJECT NO: 0013918 COUNTY: FULTON LAND LOT NO: 238 LAND DISTRICT: 14 GMD 1289 DATE 11/01/24 SH 59 OF 60	
DRAWING No.	60-0059

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP

PROJECT NO: 0013918
COUNTY: FULTON
LAND LOT NO: 243, 237, 238
LAND DISTRICT: 14
GMD 1289
DATE 11/01/24 SH 28 OF 60

DRAWING No.
60-0028

REQ'D R/W - PARCEL 134/SV44				REQ'D R/W DE1134			
PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT		
DE10527	40.00	R	450+65.94		RAMP DE601		
381	29.68	R	S 83°00'03.1" E		RAMP DE601		
DE10526	40.00	R	N 89°10'56.8" W		RAMP DE601		
22.11		R	450+88.05		RAMP DE601		
DE10527	40.00	R	S 73°35'54.1" W		RAMP DE601		
REOD R/W	114.04	SF	450+65.94				
REOD R/W	0.003	ACRES					
REMAINDER	+/-	0.04					

PAR 134 LIMIT OF ACCESS DE2134

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
DE10527	40.00	R	450+65.94		RAMP DE601
DE10526	40.00	R	S 73°35'54.1" E		RAMP DE601

LIMIT OF ACCESS LENGTH = 22.11 LF

REQ'D R/W PARCEL 135/SV310				REQ'D R/W DE1135			
PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT		
DE10528	89.58	R	423+06.06		RAMP DE24		
29.08		R	N 35°12'59.0" E		RAMP DE24		
DE10529	118.57	R	S 44°47'01.0" E		RAMP DE24		
31.33		R	423+03.58		RAMP DE24		
DE10530	115.74	R	S 64°47'01.0" E		RAMP DE24		
29.08		R	S 73°35'54.1" W		RAMP DE24		
DE10531	86.81	R	S 65°12'59.0" W		RAMP DE24		
31.33		R	422+70.23		RAMP DE24		
DE10528	89.58	R	S 44°47'01.0" W		RAMP DE24		
29.08		R	423+06.06		RAMP DE24		
REOD R/W	971.11	SF					
REOD R/W	0.021	ACRES					
REMAINDER	+/-	1.0					

PAR 135 LIMIT OF ACCESS DE2135

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
DE10528	89.58	R	423+06.06		RAMP DE24
29.08		R	N 35°12'59.0" E		RAMP DE24
DE10529	118.57	R	S 44°47'01.0" E		RAMP DE24
31.33		R	423+03.58		RAMP DE24
DE10530	115.74	R	S 64°47'01.0" E		RAMP DE24
29.08		R	S 73°35'54.1" W		RAMP DE24
DE10531	86.81	R	S 65°12'59.0" W		RAMP DE24
31.33		R	422+70.23		RAMP DE24

LIMIT OF ACCESS LENGTH = 89.49 LF

REQ'D R/W - PARCEL 136 REQ'D R/W DE1136

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
236	1.05	R	332+26.82		RAMP DE602
58.05		R	N 32°20'58.0" E		RAMP DE602
239	10.40	R	S 82°04'11.1" E		RAMP DE602
64.44		R	S 89°00'33.5" E		RAMP DE602
DE10183	70.11	R	S 20°49'04.5" W		RAMP DE602
52.77		R	S 33°08'35.5" W		RAMP DE602
1642	72.19	R	S 33°08'35.5" W		RAMP DE602
76.75		R	N 88°57'11.2" W		RAMP DE602
236	1.05	R	332+26.82		RAMP DE602
REOD R/W	3503.05	SF			
REOD R/W	0.080	ACRES			

PAR 136 LIMIT OF ACCESS DE2136

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
1642	72.19	R	332+55.61		RAMP DE602
52.77		R	S 20°49'04.5" E		RAMP DE602
DE10183	70.11	R	S 33°08'35.5" W		RAMP DE602

LIMIT OF ACCESS LENGTH = 52.77 LF

REQ'D R/W - PARCEL 137				REQ'D R/W DE1137			
PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT		
DE10538	115.00	R	1208+56.67		I-285		
32.51		R	N 70°24'16.9" E		I-285		
919	106.67	R	1208+88.09		I-285		
9.28		R	S 30°55'50.9" E		I-285		
DE10539	115.00	R	1208+92.19		I-285		
35.52		R	S 85°14'56.4" W		I-285		
DE10538	115.00	R	1208+56.67		I-285		
REOD R/W	147.90	SF					
REOD R/W	0.003	ACRES					

PAR 137 LIMIT OF ACCESS DE2137

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
DE10538	115.00	R	1208+56.67		I-285
35.52		R	N 85°14'56.4" E		I-285
DE10539	115.00	R	1208+92.19		I-285
11.14		R	S 30°55'50.9" E		I-285
DE10311	125.00	R	1208+97.10		I-285

LIMIT OF ACCESS LENGTH = 46.66 LF

PARCEL 138 EASEMENT

ESMT PARCEL 138

EASMT. FOR CONST. AND MAINT. OF SLOPES & NOISE BARRIER

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
903	47.71	R	805+55.80		RAMP DE108
2.44		R	S 83°56'43.6" E		RAMP DE108
904	47.34	R	805+58.21		RAMP DE108
38.37		R	S 63°42'30.4" E		RAMP DE108
DE10553	55.00	R	805+95.81		RAMP DE108
42.38		R	N 72°33'35.7" W		RAMP DE108
DE10551	55.00	R	805+53.43		RAMP DE108
7.67		R	N 32°48'17.5" E		RAMP DE108
903	47.71	R	805+55.80		RAMP DE108
REOD R/W	170.69	SF			
REOD R/W	0.004	ACRES			

PARCEL 139 EASEMENT

ESMT PARCEL 139

EASMT. FOR CONST. AND MAINT. OF SLOPES & NOISE BARRIER

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
1085	90.34	R	102+85.54		DE101
269.91		R	S 87°51'54.8" E		DE101
1077	76.10	R	105+59.20		DE101
30.29		R	S 86°15'36.1" E		DE101
1078	73.91	R	105+90.44		DE101
10.54		R	N 0°06'22.6" W		DE101
DE10557	84.34	R	105+91.99		DE101
30.93		R	N 85°18'36.3" W		DE101
DE10519	86.07	R	105+59.92		DE101
275.51		R	N 87°51'54.6" W		DE101
DE10510	100.58	R	102+80.11		DE101
1.58		R	N 32°27'02.0" E		DE101
1085	90.34	R	102+85.54		DE101
REOD R/W	3040.96	SF			
REOD R/W	0.070	ACRES			

PARCEL 140 DRIVEWAY

DRIVEWAY PARCEL 140

REQ'D DRWY EASMT.

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
DE10559	75.82	R	320+76.15		RAMP DE602
136.48		R	N 14°18'34.8" E		RAMP DE602
166	55.01	R	322+11.03		RAMP DE602
10.07		R	S 82°37'47.3" E		RAMP DE602
DE10560	64.71	R	322+13.76		RAMP DE602
136.26		R	S 14°18'34.8" W		RAMP DE602
DE10561	85.49	R	320+79.09		RAMP DE602
10.10		R	N 83°49'00.8" W		RAMP DE602
DE10559	75.82	R	320+76.15		RAMP DE602
REOD R/W	1363.70	SF			
REOD R/W	0.031	ACRES			

PARCEL 141 EASEMENT

ESMT PARCEL 141

EASMT. FOR CONST. AND MAINT. OF SLOPES, NOISE BARRIER, & DRAINAGE

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
DE10562	189.40	L	1042+76.72		I-285
76.99		L	S 85°16'43.4" E		I-285
DE10364	189.49	L	1043+53.71		I-285
10.31		L	S 8°19'02.6" E		I-285
4794	179.49	L	1043+56.23		I-285
73.80		L	N 85°17'00.6" W		I-285
2098	179.39	L	1042+82.43		I-285
11.52		L	N 24°54'00.4" W		I-285
DE10562	189.40	L	1042+76.72		I-285
REOD R/W	754.48	SF			
REOD R/W	0.017	ACRES			

REQ'D R/W - PARCEL 142/SVXX REQ'D R/W DE1142

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
852	323.74	L	139+09.45		I-285 BL
2.32		L	N 0°01'28.8" E		I-285 BL
851	323.11	L	139+11.69		I-285 BL
666.02		L	N 0°01'33.5" E		I-285 BL
850	143.92	L	145+48.99		I-285 BL
184.51		L	S 15°41'50.6" E		I-285 BL
870	143.86	L	143+64.48		I-285 BL
486.94		L	S 0°01'34.0" W		I-285 BL
869	275.66	L	138+95.72		I-285 BL
50.00		L	N 89°44'27.7" W		I-285 BL
852	323.74	L	139+09.45		I-285 BL
REOD R/W	2881.78	SF			
REOD R/W	0.661	ACRES			
REMAINDER	+/-	0.00			

PARCEL 142 LIMIT OF ACCESS DE2142

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
852	323.74	L	139+09.45		I-285 BL
2.32		L	N 0°01'28.8" E		I-285 BL
851	323.11	L	139+11.69		I-285 BL
91.74		L	N 0°01'33.5" E		I-285 BL
DE10208	298.28	L	140+00.00		I-285 BL

LIMIT OF ACCESS LENGTH = 94.06 LF

PAR 143 LIMIT OF ACCESS DE2143

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
DE10491	159.24	R	140+60.45		I-285
963.79		R	N 16°48'27.0" W		I-285
DE10492	140.25	R	150+24.05		I-285
ARC LENGTH	915.45				
CHORD BEAR	N 8°47'20.6" W				
LNTH CHORD	912.46				
RADIUS	3270.65				
DEGREE	1°45'06.5"				
DE10495	154.33	R	159+72.49		I-285

LIMIT OF ACCESS LENGTH = 1879.23 LF

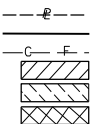
PARCEL 147 EASEMENT

ESMT PARCEL 147

EASMT. FOR CONST. AND MAINT. OF SLOPES & WALL ANCHORS

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
DE10442	45.00	R	935+07.95		RAMP DE109
49.93		R	S 85°39'27.3" E		RAMP DE109
ARC LENGTH	45.83				
CHORD BEAR	S 84°05'03.3" E				
LNTH CHORD	49.93				
RADIUS	2995.00				
DEGREE	1°54'47.0"				
DE10443	45.00	R	934+58.77		RAMP DE109
23.16		R	S 85°39'27.3" E		RAMP DE109
DE10570	45.83	R	934+35.62		RAMP DE109
23.10		R	S 0°50'42.2" E		RAMP DE109
1450	22.92	R	934+32.71		RAMP DE109
74.92		R	N 83°48'20.4" W		RAMP DE109
1444	23.06	R	935+07.26		RAMP DE109
21.95		R	N 3°36'09.4" E		RAMP DE109
DE10442	45.00	R	935+07.95		RAMP DE109
REOD R/W	1648.09	SF			
REOD R/W	0.038	ACRES			

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES



BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

DATE	REVISIONS

DATE	REVISIONS

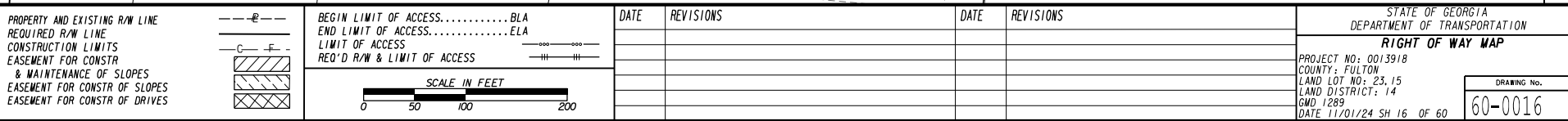
STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO: 0013918
COUNTY: FULTON
LAND LOT NO: 238
LAND DISTRICT: 14, 18 2nd S
GMD 1289
DATE 11/01/24 SH 60 OF 60

DRAWING No.

60-0060



PAR 143 LIMIT OF ACCESS			DE2143
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10491	159.21 R 963.79	140+60.45 N 1°27.0' W	1-285
DE10492	140.25 R	150+24.05	1-285
ARC LENGTH = 915.45			
CHORD BEAR = N 8°47' 20.6" W			
LNTH CHORD = 912.46			
RADIUS = 3270.65			
DEGREE = 1°43'06.5"			
DE10495	154.33 R	159+72.49	1-285
LIMIT OF ACCESS LENGTH = 1879.23 LF			

PARCEL 147 EASEMENT
ESMT PARCEL 147
EASMT. FOR CONST. AND MAINT. OF SLOPES & WALL ANCHORS

PNT	OFFSET	DIST	STAT LOC	BEARING	ALIGNMENT
DE10442	45.00	R	935°07.95		RAMP DE109
ARC LENGTH	: 48.90				
CHORD BEAR	: S 84°05'.03.3"	E			
LNTH CHORD	: 49.93				
RADIUS	: 2995.00				
DEGREE	: 54.47	0°			
DE10443	45.00		934°58.77		RAMP DE109
	23.16		S 85°39'.27.3"	E	
DE10570	45.83	R	934°35.62		RAMP DE109
	23.10		S 50°50'.42.2"	E	
1450	22.92		934°50.00		RAMP DE109
	74.92		N 83°48'.20.4"	W	
1444	23.06	R	935°07.26		RAMP DE109
	21.95		N 3°36'.09.4"	E	
DE10442	45.00		935°07.95		RAMP DE109
READ EASMT	: 1648.09	SF			
READ EASMT	: 0.038	ACRES			

1444 23.06 R 935+07.26 RAMP DE109
21.95 N 3°36'09.4" E
DE10442 45.00 R 935+07.95 RAMP DE109
REQD EASMT * 1648.09 SF
REQD EASMT * 0.038 ACRES

STATE OF GEORGIA	
DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY MAP	
PROJECT NO: 0013918	
COUNTY: FULTON	
LAND LOT NO: 238	
LAND DISTRICT: 14, 18 2nd S	
GMD 1289	
DATE 11/01/24 SH 60 OF 60	
DRAWING NO.	60-0060

SIGNATURES ON THE FOLLOWING PAGE

TO HAVE AND TO HOLD said tract or parcel of land, together with said rights, members, easements and appurtenances, so that neither Grantor nor any person claiming under Grantor shall at any time by any means or ways have, claim or demand any right, title or interest in or to said land or any of the rights, members, easements and appurtenances thereof.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by Grantee at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has bargained, sold, remised, released, conveyed and forever quitclaimed, and by these presents does bargain, sell, remise, release, convey and forever quitclaim unto Grantee all of Grantor's interest in that certain tract or parcel of land being particularly described on **Exhibit "A"**, attached hereto and made a part hereof and as shown on the plat of the property prepared by the Department of Transportation, dated November 1, 2024, said plat attached hereto and made a part of this deed as **Exhibit "B"**.

WITNESSETH:

THIS INDENTURE is made as of this _____ day of _____, 2025, by and between **Fulton County, Georgia**, (hereinafter called "Grantor"), and **Department of Transportation** (hereinafter referred to as a "Grantee"). The words "Grantor" and "Grantee" to include their respective successors, heirs, legal representatives and assigns where the context requires or permits.

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF FULTON

After recording return to:
Jeffrey N. Gaba, Esq.
Gregory Doyle Calhoun & Rogers, LLC
49 Atlanta Street
Marietta, GA 30060
GADOT.240589

the day and year first above written.

This _____ day of _____, 2025

In the presence of:

of Georgia

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Unofficial Witness

Notary Public

[SEAL]

Clerk to the Commission

APPROVED AS TO FORM

Y. Soo Jo, County Attorney

Parcel 136

EXHIBIT "A"

P.I. NO.: 0013918
COUNTY: Fulton County
PARCEL NO.: 136
DATE OF RW PLANS: 11/01/2024
REVISION DATE: NA

All that tract or parcel of land lying and being in Land Lot 238 of the 14th District, of Fulton County, Georgia, being more particularly described as follows:

Right of Way containing 3503.05 SF or 0.080 Acres:

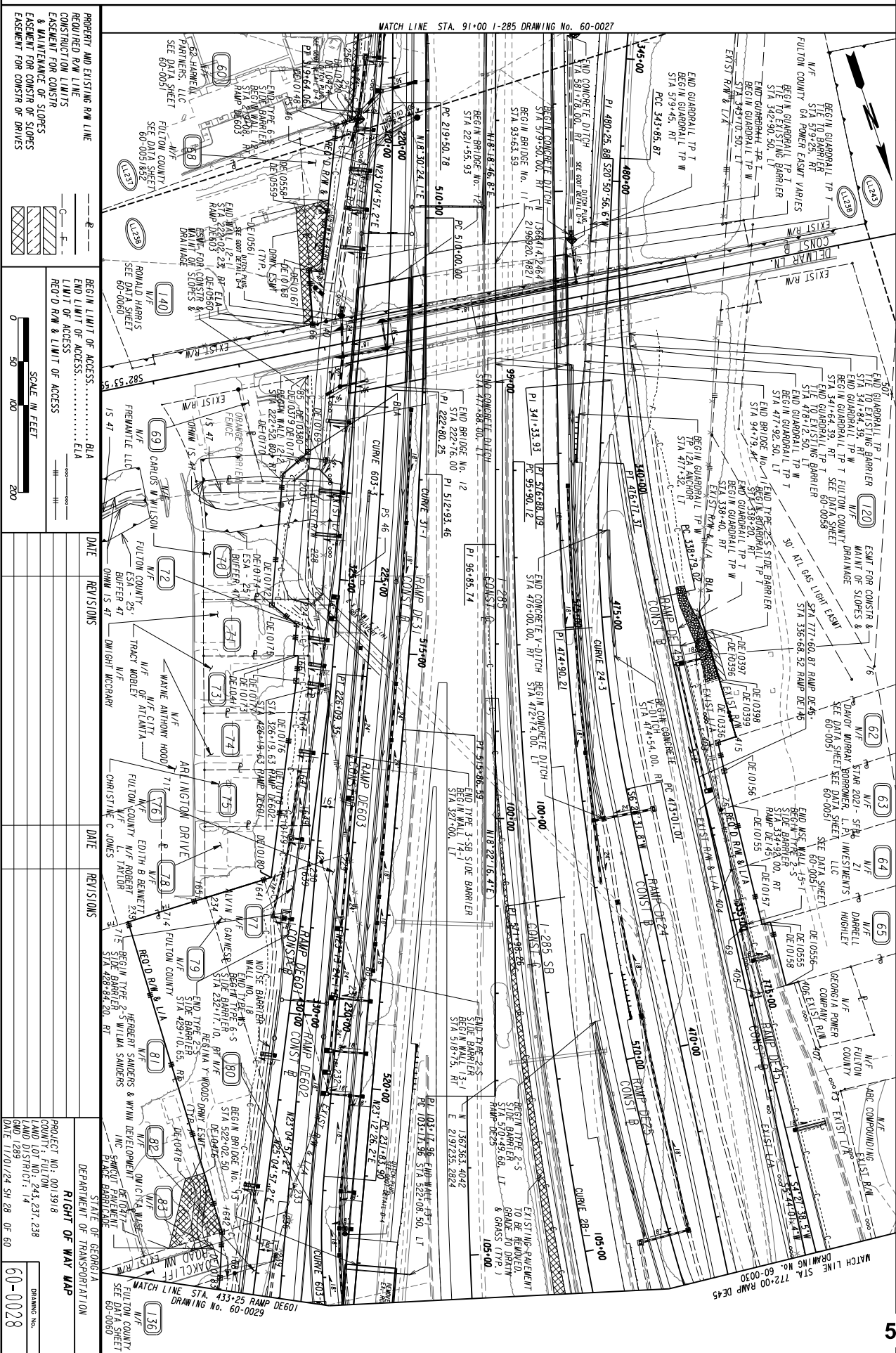
BEGINNING at a point 1.05 feet right and opposite Station 332+26.82 on said construction centerline laid out for RAMP DE602 on Georgia Highway Project P.I. No. 0013918; running thence N 32°20'58.0" E a distance of 58.05 feet to a point 10.40 feet right of and opposite station 332+84.11 on said construction centerline laid out for RAMP DE602; thence S 89°00'33.5" E a distance of 64.44 feet to a point 70.11 feet right of and opposite station 333+08.35 on said construction centerline laid out for RAMP DE602; thence S 20°49'04.5" W a distance of 52.77 feet to a point 72.19 feet right of and opposite station 332+55.61 on said construction centerline laid out for RAMP DE602; thence N 88°57'11.2" W a distance of 76.75 feet back to the point of BEGINNING. **Containing 0.080 acres more or less.**

Limited Access containing 52.77 Linear Feet:

Herein granted are **52.77** linear feet of access rights: BEGINNING at a point 72.19 feet right of and opposite Station 332+55.61 on the construction centerline of RAMP DE602 on Georgia Highway Project P.I. No. 0013918; running thence N 20°49'04.5" E a distance of 52.77 feet to a point 70.11 feet right of and opposite station 333+08.35 on said construction centerline laid out for RAMP DE602.

Parcel 136

MATCH LINE STA. 91+00 I-285 DRAWING No. 60-0027



52

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: 0013918
COUNTY: FULTON
LAND LOT NO.: 238
LAND DISTRICT: 14, 18 2nd S
GMD 1289
DATE 11/01/24 SH 60 OF 60
DRAWING NO.: 60-0060

After recording return to:

Jeffrey N. Gaba, Esq.
Gregory Doyle Calhoun & Rogers, LLC
49 Atlanta Street
Marietta, GA 30060
GADOT.240589

STATE OF GEORGIA
COUNTY OF FULTON

QUITCLAIM DEED

THIS INDENTURE is made as of this ____ day of _____, 2025, by and between **Fulton County, Georgia**, (hereinafter called "Grantor"), and **Department of Transportation** (hereinafter referred to as a "Grantee"). The words "Grantor" and "Grantee" to include their respective successors, heirs, legal representatives and assigns where the context requires or permits.

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by Grantee at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has bargained, sold, remised, released, conveyed and forever quitclaimed, and by these presents does bargain, sell, remise, release, convey and forever quitclaim unto Grantee all of Grantor's interest in that certain tract or parcel of land being particularly described on **Exhibit "A"**, attached hereto and made a part hereof and as shown on the plat of the property prepared by the Department of Transportation, dated November 1, 2024, said plat attached hereto and made a part of this deed as **Exhibit "B"**.

TO HAVE AND TO HOLD said tract or parcel of land, together with said rights, members, easements and appurtenances, so that neither Grantor nor any person claiming under Grantor shall at any time by any means or ways have, claim or demand any right, title or interest in or to said land or any of the rights, members, easements and appurtenances thereof.

SIGNATURES ON THE FOLLOWING PAGE

Parcel 137

IN WITNESS WHEREOF, Grantors has caused this deed to be executed and sealed as of the day and year first above written.

Signed, Sealed and Delivered

This ____ day of _____, 2025

In the presence of:

**Fulton County, a political subdivision of the State
of Georgia**

By: _____

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

Unofficial Witness

Attest: _____

**Tonya R. Grier
Clerk to the Commission**

Notary Public [SEAL]

APPROVED AS TO FORM

By: _____
Y. Soo Jo, County Attorney

EXHIBIT "A"

P.I. NO.: 0013918
COUNTY: Fulton County
PARCEL NO.: 137-Shirley Drive
DATE OF R/W PLANS: 11/01/2024
REVISION DATE: NA

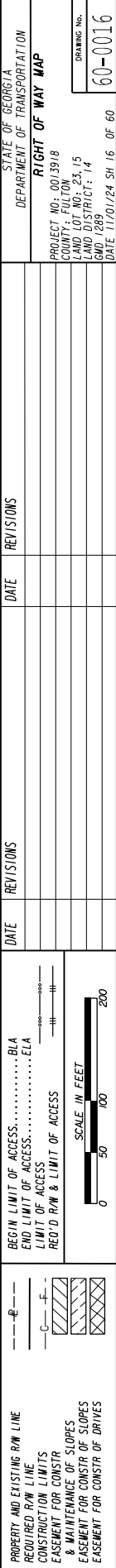
All that tract or parcel of land lying and being in Land Lot 23 of the 14th District, of Fulton County, Georgia, being more particularly described as follows:

Right of Way containing 147.90 SF or 0.003 Acres:

BEGINNING at a point 115.00 feet right of and opposite Station 1208+56.67 on the construction centerline of I-20 on Georgia Highway Project P.I. No. 0013918; running thence N 70°24'16.9" E a distance of 32.51 feet to a point 106.67 feet right of and opposite station 1208+88.09 on said construction centerline laid out for I-20; thence S 30°55'50.9" E a distance of 9.28 feet to a point 115.00 feet right of and opposite station 1208+92.19 on said construction centerline laid out for I-20; thence S 85°14'56.4" W a distance of 35.52 feet back to the point of beginning. **Containing 0.003 acres more or less.**

Limited Access containing 46.66 Linear Feet:

Herein granted are **46.66** linear feet of access rights: BEGINNING at a point 115.00 feet right of and opposite Station 1208+56.67 on the construction centerline of I-20 on Georgia Highway Project P.I. No. 0013918; running thence N 85°14'56.4" E a distance of 35.52 feet to a point 115.00 feet right of and opposite station 1208+92.19 on said construction centerline laid out for I-20; thence S 30°55'50.9" E a distance of 11.14 feet to a point 125.00 feet right of and opposite station 1208+97.10 on said construction centerline laid out for I-20.



PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRAVES		BEGIN LIMIT OF ACCESS.....B/LA END LIMIT OF ACCESS.....E/LA LIMIT OF ACCESS.....LA REQ'D R/W & LIMIT OF ACCESS		DATE REVISIONS DATE REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NO.: 0013918 COUNTY: FULTON LAND LOT NO.: 23.15 PARCEL IDENTIFIC.: 14 GMD: 1289 DATE: 11/01/24 SH 16 OF 60	DRAWING NO. 60-0016
--	--	---	--	--	--	-------------------------------

1 A RESOLUTION AUTHORIZING THE TRANSFER OF THREE (3) DEEDS FOR
2 RIGHTS-OF-WAY AND LIMITED ACCESS RIGHTS FROM FULTON COUNTY
3 (GRANTOR) TO THE GEORGIA DEPARTMENT OF TRANSPORTATION (GRANTEE),
4 FOR COUNTY-OWNED REMNANT PARCELS LOCATED AT OR NEAR 0 MARTIN
5 LUTHER KING JR. DRIVE, ATLANTA, GEORGIA, 0 OAKCLIFF ROAD, ATLANTA,
6 GEORGIA, AND 0 SHIRLEY DRIVE, ATLANTA, GEORGIA, FOR THE PURPOSE OF
7 CONSTRUCTING ROADWAY IMPROVEMENTS; AUTHORIZING THE CHAIRMAN TO
8 EXECUTE THE DEEDS AND RELATED DOCUMENTS; AUTHORIZING THE COUNTY
9 ATTORNEY TO APPROVE THE DEEDS AND RELATED DOCUMENTS AS TO FORM
10 AND TO MAKE NECESSARY MODIFICATIONS THEREOF PRIOR TO EXECUTION;
11 AND FOR OTHER PURPOSES.

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

15 WHEREAS, Fulton County has fee simple ownership of the subject real properties
16 and all improvements within or adjacent to the rights-of-way located at:

17 (1) 0 Martin Luther King Jr. Drive, Atlanta, Georgia;

18 (2) 0 Oakcliff Road Atlanta, Georgia; and

19 (3) 0 Shirley Drive, Atlanta, Georgia

20 all located in Fulton County, more particularly described and depicted in yellow in Exhibits
21 "A-1", "A-2," and "A-3", attached hereto and incorporated herein by reference (collectively,
22 the "Properties"); and

23 WHEREAS, the Georgia Department of Transportation ("GDOT") desires to
24 construct roadway and drainage improvements as part of its I-285 / I-20 Interchange
25 Improvement Project, Project No. 0013918 (the "Project"), to promote the efficiency of
26 traffic flow in Fulton County; and

27 WHEREAS, GDOT requires access to and areas of the Properties for completion
28 of the Project; and

1 **WHEREAS**, GDOT has submitted a request to the Fulton County Department of
2 Real Estate and Asset Management (“DREAM”) to acquire rights-of-way and limited linear
3 access rights from the following properties:

4 (1) 0 Martin Luther King Jr. Drive, approximately 0.031 acres (1330.95 square feet)
5 of right-of-way and 40.38 linear feet of access;

6 (2) 0 Oakcliff Road, approximately 0.080 acres (3503.05 square feet) of right-of-
7 way and 52.77 linear feet of access; and

8 (3) 0 Shirley Drive, consisting of approximately 0.003 acres (147.90 square feet)
9 of right-of-way and 46.66 linear feet of access

10 all located in Fulton County; and

11 **WHEREAS**, DREAM completed an assessment of the Properties and proposed
12 construction drawings and determined that GDOT’s requested property rights will not
13 impact Fulton County’s operational needs; and

14 **WHEREAS**, DREAM recommends that Fulton County donates the requested real
15 property rights to GDOT for the construction of their planned Project; and

16 **WHEREAS**, O.C.G.A. § 36-9-3(a)(3)(A) authorizes the granting of rights-of-way
17 without a competitive process; and

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

21 **NOW THEREFORE BE IT RESOLVED**, that the Fulton County Board of
22 Commissioners hereby approves the donation of County-owned real properties as
23 follows:

1 (1) 0 Martin Luther King Jr Drive Atlanta, Georgia, consisting of approximately
2 0.031 acres (1330.95 square feet) of a right-of-way and 40.38 linear feet of
3 access;

4 (2) 0 Oakcliff Road Atlanta, Georgia, consisting of approximately 0.080 acres
5 (3503.05 square feet) of a right-of-way and 52.77 linear feet of access; and

6 (3) 0 Shirley Drive Atlanta, Georgia, consisting of approximately 0.003 acres
7 (147.90 square feet) of a right-of-way and 46.66 linear feet of access;

8 all in Fulton County, the subject properties being more particularly depicted in yellow in
9 Exhibits "A-1," "A-2" and "A-3", attached hereto and incorporated herein by reference, to
10 the Georgia Department of Transportation ("GDOT") for the purpose of constructing the
11 I-285 / I-20 Interchange Improvement Project to promote the efficiency of traffic flow in
12 Fulton County.

13 **BE IT FURTHER RESOLVED**, that the Chairman of the Fulton County Board of
14 Commissioners shall be authorized and directed to execute and deliver the Deeds for the
15 requested rights-of-way and limited access rights, in substantially the forms attached
16 hereto as Exhibits "B-1", "B-2", and "B-3," and any related documents to GDOT to
17 complete the transfer of property rights.

18 **BE IT FURTHER RESOLVED** that, prior to execution of any documents by the
19 Chairman, the County Attorney shall approve all documents as to form and make any
20 necessary changes thereto to protect Fulton 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 such conflict.

24 **SO PASSED AND ADOPTED**, this ____ day of _____ 2025.
25

**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

Exhibit A-1

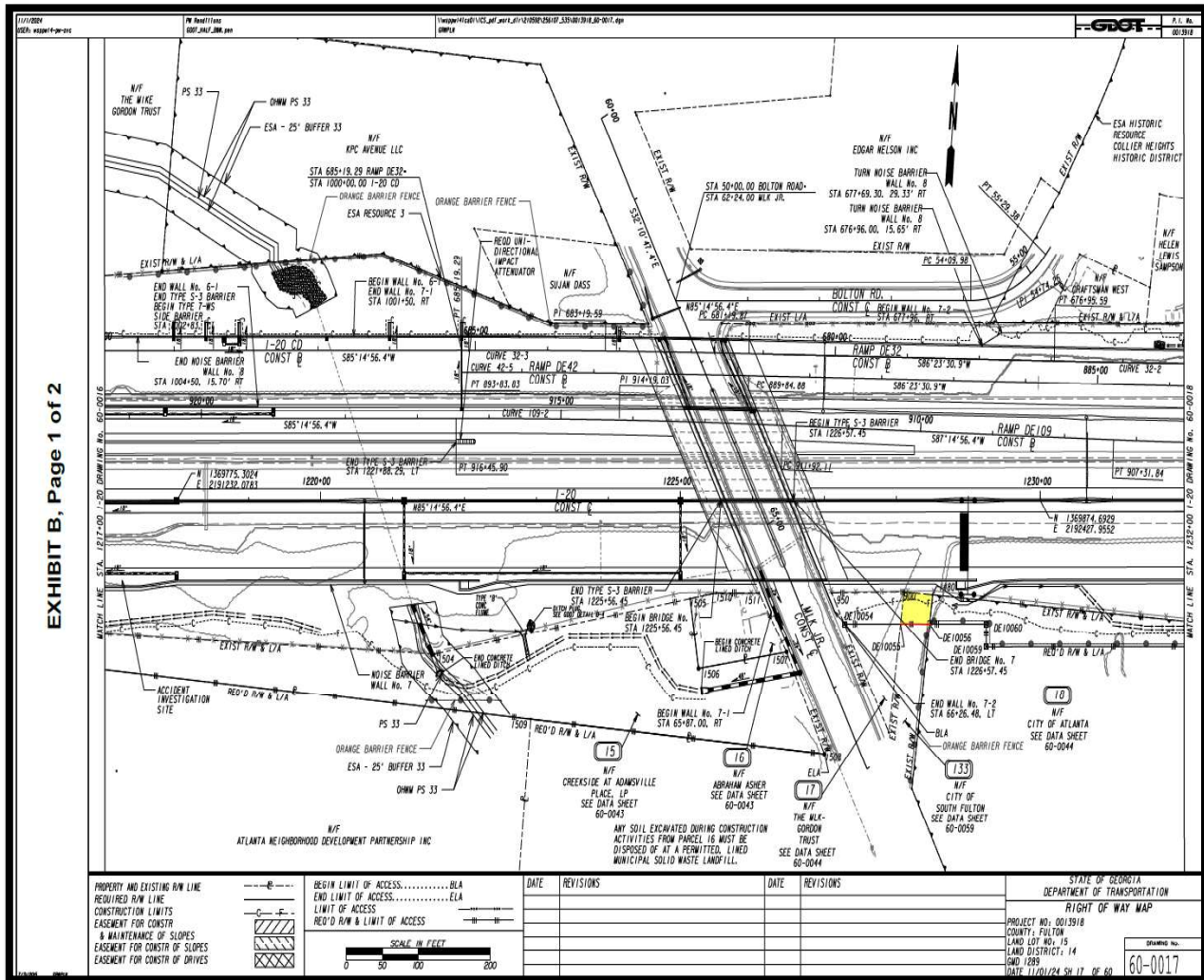


Exhibit A-2

EXHIBIT B, Page 1 of 2

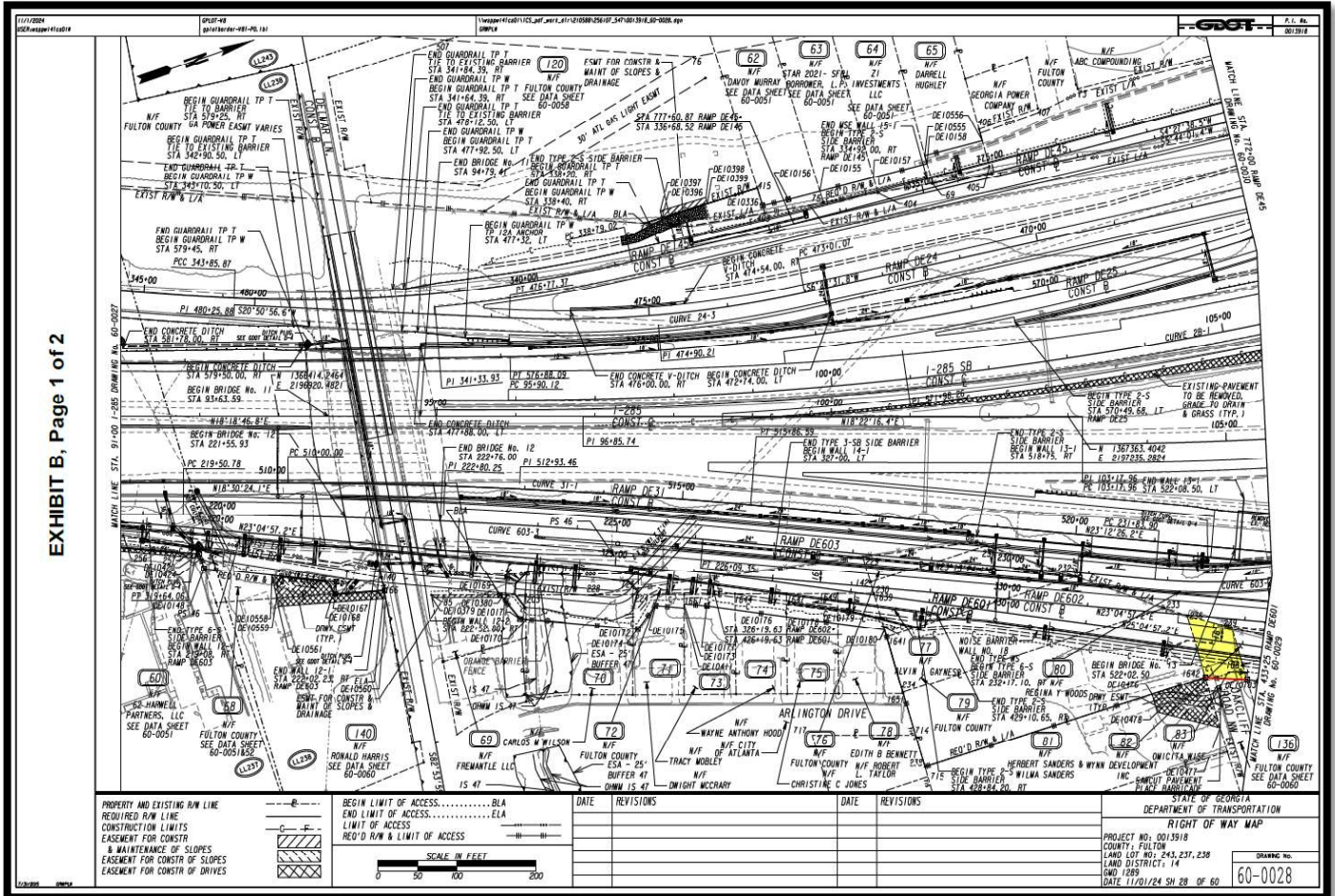


Exhibit A-3

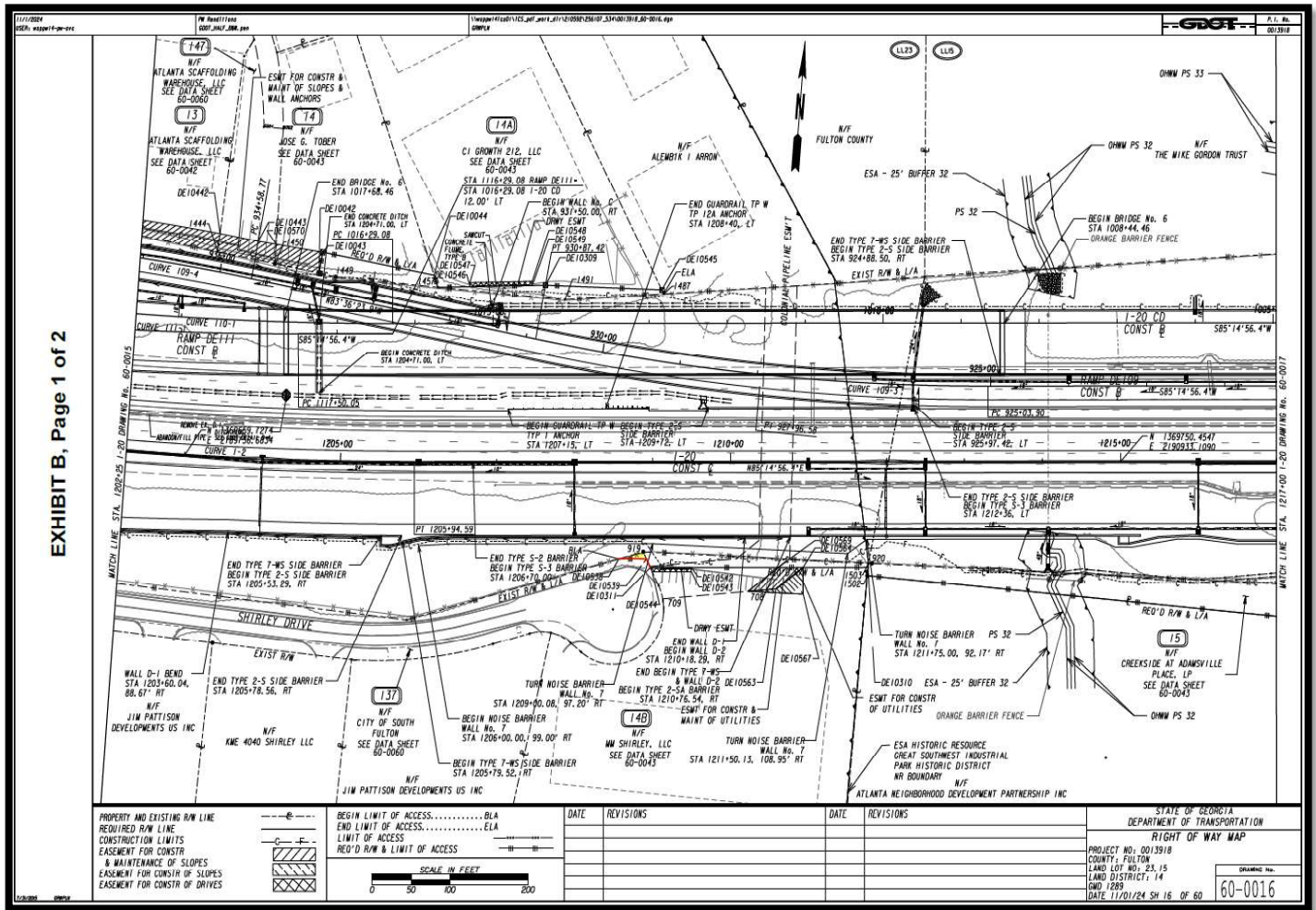


Exhibit B-1

Exhibit B-2

Exhibit B-3



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0417

Meeting Date: 6/4/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Resolution approving a Second Amendment to Lease Agreement between Wilmington Trust, National Association, as Trustee, for the benefit of Holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2018-PTC, Commercial Mortgage Pass-Through Certificates, Series 2018-PTC and the Future Advance Lender (Landlord), and Fulton County, Georgia (Tenant), for Fulton County's lease of office space at 235 Peachtree Street, Atlanta, Georgia; authorizing the Chairman to approve the Second Amendment; authorizing the County Attorney to approve the Second Amendment as to form and to make modifications thereto prior to execution. Effective on approval through December 31, 2025, with eight (8) automatic 12-month renewal terms beginning on January 1, 2026 and ending on December 31, 2033, with each renewal period being subject to appropriation of funding by the Board of Commissioners.

Requirement for Board Action

According to O.C.G.A. § 36-60-13, each county or municipality in this state shall be authorized to enter into multiyear lease, purchase, or lease purchase contracts of all kinds for the acquisition of goods materials, real and personal property, services and supplies and O.C.G.A. § 36-10-1 requires that all contracts entered into by a county governing authority be in writing and entered on its minutes

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

Scope of Work: The approval of the Fulton County Board of Commissioners is being requested to amend the terms of the current lease agreement to include (5) five additional years, the receipt of a tenant improvement allowance totalling \$150,971.00, that can be used for capital repairs and improvements to the security system and (10) ten free parking spaces being provided by the landlord.

Pursuant to the Second Amendment to Lease Agreement, the "Initial Term" shall be from execution of the Second Amendment, and end on December 31, 2025, with eight (8) automatic 12-month renewal terms beginning on January 1, 2026 and ending on December 31, 2033, with each renewal period being subject to appropriation of funding by the Board of Commissioners.

Community Impact: Approval of the Second Amendment to Lease Agreement will have no impact on those citizens requiring services provided by the Office of the Tax Assessor and will allow continued occupancy from the current location that's within proximity to the Fulton County Administrative Building and the Fulton County Courts.

Department Recommendation: The Department of Real Estate and Asset Management, DREAM recommends approval of a Second Amendment to Lease Agreement for the purpose of extending the current lease term, securing a long-term low fixed rental rate, ten free parking spaces and a tenant improvement allowance that can be used to make capital repairs to include but not limited to installation of new security cameras and general construction projects.

Project Implications: Extension of the current lease agreement is necessary to formalize rental terms for continued occupancy at 235 Peachtree Street, Atlanta, Georgia. The negotiated lease terms will prevent a significant increase to the rental rate, includes a landlord provided tenant improvement allowance to complete upgrades to the security system and free parking.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line #100 240 2401 1121 will be used to pay the rental payments referenced below.

Term	LeasedArea	Rent SQ/FT	MonthlyRent	Annual Payment
1/01 25 -12/31/ 25	37,853	\$22.00	\$69,397.17	\$832,766.04
1/01/ 25 -12/31/ 25	37,853	\$22.00	\$69,397.17	\$832,766.04
1/01/ 27 -12/31/ 27	37,853	\$22.00	\$69,397.17	\$832,766.04
1/01/ 28 -12/31 28	37,853	\$22.00	\$69,397.17	\$832,766.04
1/01/ 29 -12/31/ 29	37,853	\$25.00	\$78,860.42	\$946,325.04
1/01 30 -12/31 30	37,853	\$25.00	\$78,860.42	\$946,325.04
1/01 31 -12/31 31	37,853	\$25.00	\$78,860.42	\$946,325.04
1/01 32 -12/31 32	37,853	\$25.00	\$78,860.42	\$946,325.04
1/01 33 -12/31 33	37,853	\$25.00	\$78,860.42	\$946,325.04

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (hereinafter referred to as “Second Amendment”) is entered into as of the date of the last signature hereto (such date being hereinafter referred to as the “Second Amendment Date”) by and between **WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee, for the Benefit of Holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2018-PTC, Commercial Mortgage Pass-Through Certificates, Series 2018-PTC and the Future Advance Lender** (hereinafter referred to as “Landlord”), and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as “Tenant”, and together with Landlord, “Parties”).

W I T N E S S E T H:

WHEREAS, Tenant and ACP Peachtree Center LLC, a Delaware limited liability company (hereinafter referred to as “ACP”), entered into that certain Lease Agreement, dated as of January 6, 2015 (hereinafter referred to as the “Original Lease”), as amended by that certain First Amendment to Lease Agreement by and between Tenant and Landlord, as successor-in-interest to ACP (hereinafter referred to as the “First Amendment”, and the Original Lease, as amended by the First Amendment, is hereinafter referred to as the “Lease”), pursuant to which Tenant leases certain premises known as Suites 1100, 1200, and 1400 on the eleventh (11th), twelfth (12th), and fourteenth (14th) floors of the building presently known as “235 Peachtree”, located at 235 Peachtree Street, NE, Atlanta, Georgia 30303 (hereinafter referred to as the “Premises”), which Premises are more particularly described in the Lease.

WHEREAS, Landlord and Tenant desire to amend the Lease to extend further the Lease Term and to provide for certain other related matters, as are more particularly set forth herein.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the Premises and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the Parties, Landlord and Tenant hereby covenant and agree as follows:

1. Defined Terms. Capitalized terms used herein, unless otherwise defined herein, shall have the same meanings as given such terms in the Lease, except, however, that capitalized terms used in this Second Amendment that are defined in Exhibit B-2, attached hereto and incorporated herein by this reference, shall have the meanings given such terms in said Exhibit B-2.

2. Terms of the Lease. The lease of the Premises shall be pursuant to all of the terms and conditions of the Lease as in effect from time to time; provided, however, that Landlord and Tenant hereby agree that the Lease shall be amended as follows:

a. Landlord’s Addresses for Notices and the Payment of Rent. Landlord’s addresses for notices and the payment of Rent shall be amended as provided in Exhibit A-2 attached hereto and incorporated herein by this reference.

b. Section 3. Lease Term. Subject to the terms and conditions herein and pursuant to O.C.G.A. § 36-60-13, Tenant shall have and hold the Premises described herein for a second extended term commencing as of Second Amendment Date (the “Second Extension Term Commencement Date”), and ending at 11:59 p.m. on December 31, 2025 (the “Second Extended Term”). Pursuant to O.C.G.A. §36-60-13, after the expiration of the Second Extended Term, the Lease Term shall automatically renew, without the necessity of any notice or other action from either Landlord or Tenant, for eight (8) consecutive twelve (12) calendar month terms (with each twelve month term an

“Extension Term”) on the terms set forth in this Second Amendment, but each of such Extension Term shall be contingent upon the availability and appropriation of funds by the Fulton County Board of Commissioners for that 12 month period. If such funds are not available and appropriated for any Extension Term, Tenant shall have the right to terminate the Lease as provided in Tenant’s Cancellation Option set forth in Paragraph 5 below. In no event shall the Lease Term continue beyond December 31, 2033, unless extended by mutual written agreement of Landlord and Tenant.

c. Section 5. Rent. Commencing on the Second Extension Term Commencement Date, Base Rent for the Premises shall be payable to Landlord pursuant to Section 5 of the Lease in the amounts and to the payment address set forth in the Basic Lease Provisions attached as Exhibit A-2 hereto and incorporated herein by this reference, or at such other place Landlord designates from time to time, without notice, demand, deduction or setoff.

d. Exhibit C. Operating Expenses. Effective as of the Second Extension Term Commencement Date, Tenant, in addition to Base Rent, shall pay to Landlord as Additional Rent an amount equal to the sum of (1) Tenant’s Proportionate Share, on a per square foot basis, of the amount by which the Operating Expenses exceed the Operating Expenses component of the Common Area Expense Stop, and (2) Tenant’s Proportionate Share, on a per square foot basis, of the amount by which the Taxes exceed the Taxes component of the Common Area Expense Stop. Operating Expenses shall continue to be grossed up to 95% as provided in Exhibit C to the Original Lease.

3. Condition of the Premises. Tenant accepts the Premises in its “AS IS WHERE IS” condition, “WITH ALL FAULTS,” and without any warranties and representations whatsoever (express or implied) and Landlord shall have no obligation to perform any work with respect to the Premises, or to provide any allowances with respect thereto, except as otherwise set forth in Exhibit B-2, attached hereto and incorporated herein by reference. Notwithstanding the foregoing to the contrary and provided Tenant is not then in default beyond any applicable notice and cure periods under the Lease, as amended by this Second Amendment, Tenant may elect to cause Landlord to complete the Tenant Improvements to the Premises subject to and in accordance with the provisions of Exhibit B-2 to this Second Amendment by delivering written notice of such election on or before December 31, 2025 (the “Tenant Improvement Notice”). Upon receipt of the Tenant Improvement Notice, Landlord shall have the unfettered right to commence construction. If Tenant does not timely and properly deliver the Tenant Improvement Notice to Landlord on or before December 31, 2025, Landlord’s obligations under Exhibit B-2 hereto shall be null and void and of no force or effect whatsoever, Exhibit B-2 shall be null and void and deleted in its entirety, and Tenant shall have no rights in or to the Construction Allowance, all of which shall be the property of Landlord.

4. Deleted Provisions. Effective as of the Second Amendment Date, the following provisions of the Lease shall be deleted in their entirety:

- a. Section 3 of the First Amendment (“Condition of the Premises”);
- b. Section 5 of the First Amendment (“Cancellation Option”);
- c. Section 29(a) of the Lease shall be amended and restated as written herein;
- d. Exhibit A-1 to the First Amendment (“Basic Lease Provisions”); and
- e. Exhibit B-1 to the First Amendment (“Tenant Work Agreement”).

5. **Cancellation Option.** Pursuant to O.C.G.A. §36-60-13, Tenant shall have the right and option to terminate the Lease, as amended by this Second Amendment (the “Cancellation Option”), as of the last day, December 31, of the then-current calendar year (for purposes of this Cancellation Option, such date shall be referred to herein as a “Cancellation Effective Date”). In order to exercise this Cancellation Option, Tenant shall deliver to Landlord on or before October 1 of the then-current calendar year (a “Cancellation Notice Deadline”) (i) a written notice of cancellation (a “Cancellation Notice”) from an authorized officer or official of Tenant, and (ii) the applicable Cancellation Fee in good and readily available U.S. funds. If Tenant has not timely delivered its Cancellation Notice, together with the applicable Cancellation Fee, to Landlord before the applicable Cancellation Effective Date then in effect, the Cancellation Option in the then-current calendar year shall terminate and be of no further force or effect, Tenant shall have no right or option to terminate the Lease pursuant to this Cancellation Option in such then-current calendar year, and the Lease shall automatically renew and continue in force and effect for the ensuing calendar year. As a condition to any cancellation of the Lease by Tenant pursuant to the provisions of this Cancellation Option, Tenant must pay to Landlord a one-time lump sum cancellation fee (the “Cancellation Fee”), as Additional Rent under the Lease, in an amount equal to the applicable amount set forth in the following schedule:

a. If Tenant terminates the Lease, as amended by this Second Amendment, effective as of the expiration of calendar year 2025, Tenant shall pay Landlord a one-time lump sum payment of THREE HUNDRED SIXTY-SEVEN THOUSAND THREE HUNDRED EIGHTY-TWO AND 53/100 DOLLARS (\$367,382.53) as Additional Rent.

b. If Tenant terminates the Lease, as amended by this Second Amendment, effective as of the expiration of calendar year 2026, Tenant shall pay Landlord a one-time lump sum payment of THREE HUNDRED THIRTY THOUSAND FOUR HUNDRED EIGHTY-SIX AND 63/100 DOLLARS (\$330,486.63) as Additional Rent.

c. If Tenant terminates the Lease, as amended by this Second Amendment, effective as of the expiration of calendar year 2027, Tenant shall pay Landlord a one-time lump sum payment of TWO HUNDRED NINETY-ONE THOUSAND THREE HUNDRED FIFTEEN AND 07/100 DOLLARS (\$291,315.07) as Additional Rent.

d. If Tenant terminates the Lease, as amended by this Second Amendment, effective as of the expiration of calendar year 2028, Tenant shall pay Landlord a one-time lump sum payment of TWO HUNDRED FORTY-NINE THOUSAND SEVEN HUNDRED TWENTY-SEVEN AND 49/100 DOLLARS (\$249,727.49) as Additional Rent.

e. If Tenant terminates the Lease, as amended by this Second Amendment, effective as of the expiration of calendar year 2029, Tenant shall pay Landlord a one-time lump sum payment of TWO HUNDRED FIVE THOUSAND FIVE HUNDRED SEVENTY-FOUR AND 88/100 DOLLARS (\$205,574.88) as Additional Rent.

f. If Tenant terminates the Lease, as amended by this Second Amendment, effective as of the expiration of calendar year 2030, Tenant shall pay Landlord a one-time lump sum payment of ONE HUNDRED FIFTY-EIGHT THOUSAND SIX HUNDRED NINETY-NINE AND 03/100 DOLLARS (\$158,699.03) as Additional Rent.

g. If Tenant terminates the Lease, as amended by this Second Amendment, effective as of the expiration of calendar year 2031, Tenant shall pay Landlord a one-time lump sum payment of ONE HUNDRED EIGHT THOUSAND NINE HUNDRED THIRTY-ONE AND 98/100 DOLLARS (\$108,931.98) as Additional Rent.

h. If Tenant terminates the Lease, as amended by this Second Amendment, effective as of the expiration of calendar year 2032, Tenant shall pay Landlord a one-time lump sum payment of FIFTY-SIX THOUSAND NINETY-FIVE AND 41/100 DOLLARS (\$56,095.41) as Additional Rent.

6. Parking. Section 29(a) of the Lease shall be amended and restated in its entirety as follows:

(a) Tenant expressly acknowledges and agrees that nothing contained in this Lease shall authorize or permit Tenant or any of its agents, employees or invitees to use the Parking Facility at the Project. Tenant shall have the right to a maximum of seventy-five (75) parking spaces in any of the following: "North Tower Garage", "South Tower Garage", and/or "Harris Tower Garage" Parking Facilities serving the Project to be determined by Landlord in accordance with Section 29 of the Lease for the remainder of the Second Extended Term and Extension Terms. Tenant shall provide Landlord with the number of parking spaces Tenant shall require during the Lease Term. In addition, and notwithstanding anything in the Lease to the contrary, Landlord shall cause the Parking Operator to convert ten (10) of the seventy-five (75) unreserved parking spaces to reserved parking spaces in any of the following: "North Tower Garage", "South Tower Garage", or "Harris Tower Garage" Parking Facilities serving the Project to be determined by Landlord in accordance with Section 29 of the Lease. Tenant shall pay the current market rates for all unreserved parking spaces, up to the maximum of sixty-five (65) spaces, but Landlord agrees that the ten (10) reserved parking spaces shall be free of charge during the Second Extended Term and the eight (8) Extension Terms.

7. Brokerage Commissions. Tenant represents and warrants that it has not retained or consulted with a broker, agent or commission salesperson with respect to the negotiation of this Second Amendment, other than Tenant's Broker, as set forth in the Basic Lease Provisions attached as Exhibit A-2 hereto, and that no commissions, fees or compensation of any kind are due and payable in connection herewith to any broker, agent or commission salesperson acting for or on behalf of Tenant, other than to Tenant's Broker. To the fullest extent permitted by law, Tenant shall be solely responsible for the payment of any and all loss, cost, and damage suffered or incurred by Landlord as the result of any breach by Tenant of the representation and warranty contained in this Paragraph. Notwithstanding the foregoing, nothing in this Paragraph shall be construed as a waiver of any governmental immunity available to Tenant, its officials, officers, employees or agents. Except for Landlord's Broker, set forth in the Basic Lease Provisions attached as Exhibit A-2 hereto, no broker, agent or commission salesperson has represented Landlord in the negotiation of this Second Amendment, and Landlord has agreed to compensate Landlord's Broker for its services in accordance with the terms of a separate commission agreement between Landlord and Landlord's Broker.

8. Basic Lease Provisions. In order to reflect the extension of the Lease Term and the modification of the Base Rent rate, as well as certain other matters, the Basic Lease Provisions, as originally incorporated into the Lease, and as amended by the First Amendment, is hereby deleted and in replacement thereof is inserted Exhibit A-2 attached hereto and incorporated herein; except, however, that the Basic Lease Provisions as originally incorporated into the Lease, and as amended by the First Amendment, shall remain in effect with respect to the portion of Lease Term falling prior to the Second Extension Term Commencement Date.

9. No Further Amendments; Ratification. Except as expressly amended herein, all terms and conditions of the Lease remain unamended in full force and effect and are hereby ratified and confirmed by Landlord and Tenant. In the event of any conflict between the terms and conditions of the Lease and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall control. A condition precedent to Landlord's obligations under this Second Amendment is the approval of this Second Amendment by all lenders holding a deed to secure debt and security agreement and related loan documents

affecting or imposing a lien or security title on the Building. Submission of this instrument for examination or signature by Tenant does not constitute an agreement between Landlord and Tenant and shall not become effective until execution and delivery by both Landlord and Tenant.

10. Authority. The person signing this Second Amendment on behalf of Landlord or Tenant hereby represents and warrants that (i) he/she is authorized to execute this Second Amendment on behalf of Landlord or Tenant, (ii) he/she possesses the requisite power and authority to bind Landlord or Tenant to the terms and provisions hereof, (iii) Landlord or Tenant has taken all actions necessary to authorize the execution, delivery and performance of this Second Amendment by Landlord or Tenant, and (iv) Landlord or Tenant has been duly organized and is qualified or authorized to do business in the State in which the Building is located. Furthermore, Landlord or Tenant agrees to take any and all necessary action to keep its existence as an entity in good standing throughout the Term, as extended herein and as may be further extended, in the State in which Landlord or Tenant has been organized as well as to remain qualified to do business within the State in which the Building is located.

11. No Defaults. Landlord and Tenant hereby agree that there are, as of the date hereof, regardless of the giving of notice or the passage of time, or both, no defaults or breaches on the part of Landlord or Tenant under the Lease.

12. Headings. The headings used herein are provided for convenience only and are not to be considered in construing this Second Amendment.

13. Entire Agreement. This Second Amendment represents the entire agreement between the Parties with respect to the subject matter hereof. Landlord and Tenant agree that there are no collateral or oral agreements or understandings between them with respect to the Premises or the Building other than the Lease and this Second Amendment. This Second Amendment supersedes all prior negotiations, agreements, letters or other statements with respect to the matters addressed herein.

14. Binding Effect. This Second Amendment shall not be valid and binding on Landlord and Tenant unless and until it has been completely executed by and delivered to both Parties.

15. Counterparts; Delivery. This Second Amendment may be executed in multiple counterparts, all of which together shall constitute one and the same original instrument. Electronic signatures to this Second Amendment, whether digital or encrypted (including, without limitation, .pdf scan copies, DocuSign signatures and similar formats) as executed by the Parties, and regardless of the form of delivery (including but not limited to electronic delivery), shall be deemed and treated as executed originals for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Second Amendment to be executed as of the date below each party's signature block, respectively, but with intent to be bound hereby as of the Second Amendment Date.

LANDLORD:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee, for the Benefit of Holders
of J.P. Morgan Chase Commercial Mortgage Securities
Trust 2018-PTC, Commercial Mortgage Pass-Through
Certificates, Series 2018-PTC and the Future Advance
Lender**

By: Torchlight Loan Services, solely in its capacity as
Special Servicer and not personally

By: _____

Name: William A. Clarkson

Title: Authorized Signatory

"Second Amendment Date": _____

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT:

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

EXECUTED ON: _____

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

Attest: Tonya R. Grier, Clerk
To the Commission

APPROVED AS TO FORM:

Office of the County Attorney

ITEM # _____ RCS _____ / _____ / _____
RECESS MEETING

Exhibit A-2
PEACHTREE CENTER
BASIC LEASE PROVISIONS

Lease Date Original Lease, dated as of January 6, 2015 (as amended by the First Amendment, and as further amended by the Second Amendment, dated as of the Second Amendment Date)

Landlord WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee, for the Benefit of Holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2018-PTC, Commercial Mortgage Pass-Through Certificates, Series 2018-PTC and the Future Advance Lender

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

Building Name 235 Peachtree

Building Address 235 Peachtree Street, NE
Atlanta, Georgia 30303

Rentable Area of Building 302,939 square feet

Premises Suites 1100, 1200, 1400

Rentable Area of Premises 37,853 square feet

Second Amendment Extension Period One Hundred Eight (108) Months, at 12 month increments

Second Extension Term Commencement Date January 1, 2025

Expiration Date December 31, 2033

Tenant's Share 12.50%

Base Rent

<u>Lease Term</u>	<u>Rentable Area</u>	<u>Base Rent (per square foot of Rentable Area)</u>	<u>Monthly Base Rent</u>	<u>Period Base Rent</u>
Second Extension Term Commencement Date – 12/31/25	37,853	\$22.00	\$69,397.17	\$832,766.04
01/01/26 – 12/31/26	37,853	\$22.00	\$69,397.17	\$832,766.04
01/01/27 – 12/31/27	37,853	\$22.00	\$69,397.17	\$832,766.04
01/01/28 – 12/31/28	37,853	\$22.00	\$69,397.17	\$832,766.04
01/01/29 – 12/31/29	37,853	\$25.00	\$78,860.42	\$946,325.04
01/01/30 – 12/31/30	37,853	\$25.00	\$78,860.42	\$946,325.04
01/01/31 – 12/31/31	37,853	\$25.00	\$78,860.42	\$946,325.04
01/01/32 – 12/31/32	37,853	\$25.00	\$78,860.42	\$946,325.04
01/01/33 – 12/31/33	37,853	\$25.00	\$78,860.42	\$946,325.04

**Operating Expenses
Base Year**

Calendar year 2024

**Real Estate Taxes
Base Year**

Calendar year 2024

Use

General office purposes

Security Deposit

None

Landlord's Addresses

For Notices:

c/o Transwestern Commercial Services Georgia, L.L.C.
225 Peachtree Street
Suite 200
Atlanta, Georgia 30303
Attention: Property Manager

with a copy to:

c/o Torchlight Loan Services
280 Park Avenue
New York, New York 10017
Attention: Jorge Rodriguez

**Addresses for Rent
Payments**

If paid by bank wire, to the following account:
[Wire instructions to be provided upon request]

If paid by check and mailed, to:
JPMCC Mtg Sec Trust, Comm Mtg PT Certs, Ser 2018-PTC Upper Tier REMIC
P.O. Box 30417
Tampa, Florida 33630

Tenant's Address

For Notices:

Department of Real Estate and Asset Management
141 Pryor Street S.W., Suite 8021
Atlanta, Georgia 30303
Attention: Land Administrator

with a copy to:

County Attorney
Fulton County Attorney's Office
Fulton County Government Center
141 Pryor Street, S.W., Suite 4038
Atlanta, Georgia 30303

Fulton County, Georgia
Department of Real Estate and Asset Management
141 Pryor Street, S.W., Suite G119
Atlanta, Georgia 30303
Attention: Director

County Manager
141 Pryor Street, S.W., 10th Floor
Atlanta, Georgia 30303

Construction Allowance \$150,971.00

Tenant's Broker: CBRE, Inc.

Landlord's Broker: Transwestern Commercial Services Georgia, L.L.C.

NOTE: Except for the amendment to the address for notices and rent payment, the Basic Lease Provisions as set forth on this Exhibit A-2 is only for the portion of the Lease Term commencing on the Second Extension Term Commencement Date. It does not address the portion of the Lease Term falling prior to that date.

EXHIBIT B-2
TENANT WORK AGREEMENT

Landlord and Tenant executed the within and foregoing Second Amendment and hereby attach this Tenant Work Agreement as Exhibit B-2 thereto. Subject to the terms and conditions set forth in Paragraph 3 of the Second Amendment and in consideration of the mutual covenants herein contained, Landlord and Tenant agree as follows:

1. Tenant Improvements.

A. Landlord, at its sole cost and expense not to exceed the Construction Allowance set forth in Exhibit A-2 of this Second Amendment, agrees to refurbish the Premises using building standard quality materials in colors selected by Tenant and approved by Landlord as follows:

i. re-paint the existing painted portions of the Premises, and

ii. re-carpet the existing carpeted portions of the Premises (hereinafter referred to as the "Tenant Improvements").

If Tenant has not informed Landlord of its choice of building standard materials for the Tenant Improvements on or before the date of Tenant's execution of this Second Amendment, Landlord shall be entitled to conduct the Tenant Improvements using its own choice of building standard materials.

B. Tenant expressly acknowledges and agrees that, at Tenant's request and in reliance on this subsection B, Landlord shall complete the Tenant Improvements during Tenant's occupancy of the Premises and that such construction may result in the inconvenience of Tenant or the interference with the conduct of Tenant's business in the Premises. Tenant hereby accepts such consequences, assumes all risks associated therewith and waives any claim of injury or inconvenience to Tenant's business, interference with Tenant's business, loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by such entry or the performance of the Tenant Improvements, and the same shall not relieve Tenant of any obligations under the Lease, as amended by this Second Amendment. Landlord shall have the right to recapture some or all of the space within the Premises on a temporary basis for the construction and installation of the Tenant Improvements. Landlord shall coordinate any such recapture with Tenant in order to mitigate any inconvenience to Tenant resulting therefrom. During the construction of the Tenant Improvements, Tenant shall cooperate with Landlord in providing Landlord, its agents, employees and contractors, with access to the Premises during working hours for construction and installation of the Tenant Improvements. At Tenant's request, Landlord shall move or relocate Tenant's furniture, fixtures and equipment, at Tenant's sole cost and expense, or to be paid for out of the Construction Allowance, to accommodate the construction of the Tenant Improvements. Any delays resulting from Landlord's construction of the Tenant Improvements while Tenant is in occupancy of the Premises shall be deemed to be Tenant Delay. No entry into or recapture of all or any portion of the Premises by Landlord under this subsection B shall be deemed a forcible or unlawful entry into the Premises or a detainer of the Premises, or an eviction, actual or constructive, of Tenant from the Premises, or any part of the Premises, nor shall such entry entitle Tenant to damages or an abatement of Rent or other charges that the Lease requires (notwithstanding anything in the Lease to the contrary).

2. Scope of Landlord's Approval. Any approval or consent by Landlord of any items submitted by Tenant to and/or reviewed by Landlord pursuant to this Work Agreement shall be deemed to be strictly limited to an acknowledgment of approval or consent by Landlord thereto and shall not imply or be deemed to imply any representation, warranty or covenant by Landlord that the design is safe and structurally sound or will comply with, or is not in violation of, any applicable laws, rules or regulations or any standard of due care regarding engineering of structural design or quality of material, and Landlord does not assume any responsibility therefor, nor for any defect in any structure constructed from such design. Any deficiency, mistake or error in design, although the same has the consent or approval of Landlord, shall be the sole responsibility of Tenant, and Tenant shall be liable for all costs and expenses which may be incurred and all delays suffered in connection with or resulting from any such deficiency, mistake or error in design.

3. ADA Compliance. Tenant shall not be obligated to pay for Building compliance with the Americans with Disability Act ("ADA"), unless such compliance arises out of Tenant's specific use of the Premises and Building or Tenant's alterations thereto. Landlord shall not be responsible for determining whether Tenant is a public accommodation

under ADA. Such determination, if desired by Tenant, shall be the sole responsibility of Tenant.

4. Completion of Premises. The Tenant Improvements in the Premises shall be deemed substantially complete (“Substantially Complete” or “Substantial Completion”) on the date Landlord delivers written notice to Tenant of such event. The fact that certain minor items commonly considered punch list items in the construction industry remain to be corrected or finished shall not render the Tenant Improvements less than substantially complete. By taking possession of the Premises, Tenant acknowledges and agrees that the Premises are usable by Tenant as intended and both the Building and the Premises are satisfactory in all respects.

5. Construction Allowance for Tenant Improvement Costs

A. Landlord shall pay the cost of refurbishing the Premises as provided in Section 1 above (the “Tenant Improvement Costs”), up to, but not in excess of, the Construction Allowance (any such excess costs being hereinafter referred to as “Tenant’s Costs”). The Construction Allowance is applicable to the Tenant Improvements, any costs associated with space planning, construction documents, mechanical, electrical, and plumbing drawings, permitting, construction costs, and construction management fees. Except as otherwise expressly provided in Section 5.B. below, any unused portion of the Construction Allowance shall be the sole property of Landlord.

B. If the entire Construction Allowance is not exhausted in constructing the Tenant Improvements, the unused and remaining portion, if any, once the Tenant Improvements have been substantially completed, may be used by Tenant for reasonable costs with respect to the Premises associated with (i) adding mail slots to the entry doors, (ii) upgrading its security systems and technology, (iii) acquiring and installing additional furniture, fixtures and equipment, and making other general repairs to the Premises. Landlord shall reimburse such costs, up to an amount equal to the unused and remaining portion of the Construction Allowance, within thirty (30) days after receipt of paid invoices therefor from Tenant, together with such supporting documentation as Landlord may reasonably request, including lien waivers, if applicable. Notwithstanding anything in this Section 5.B. to the contrary, Tenant shall have no right to any portion of the Construction Allowance at any time (i) after June 30, 2026 or (ii) after which (a) a default has occurred with respect to Tenant under the Lease beyond any applicable notice and cure periods, or (b) this Lease is not then in full force and effect.

C. Tenant shall pay Tenant’s Costs to Landlord, including:

1. Tenant Improvement Costs (if any) in excess of the Construction Allowance, as approved by the Tenant in advance;

2. The cost of preparing and finalizing all drawings and specifications, and all fees for architects, engineers, interior designers, and other professionals and design specialists incurred by Landlord or Tenant in connection with the Tenant Improvements, if any. Such costs may be funded out of the Construction Allowance, to the extent available; and

3. A construction management fee equal to three percent (3%) of the total cost of all work associated with the Tenant Improvements, with such construction management fee not to exceed \$4,529.13. Such fee shall be paid to Landlord or Landlord’s designated agent, and may be funded out of the Construction Allowance, to the extent available.

D. Tenant shall pay Tenant’s Costs to Landlord prior to commencement of the Tenant Improvements upon Tenant’s receipt from Landlord of an invoice for such costs. Failure by Tenant to pay such costs in accordance with this Section 5 shall constitute a failure by Tenant to pay Rent when due under the Lease.

6. Tenant Delay. The term “Tenant Delay” shall mean any delay in achieving Substantial Completion as a result of or in connection with:

a. Tenant’s failure to furnish any information or documents in accordance with this Work Agreement, to the extent such failure causes a delay;

- b. Any change orders requested by Tenant, to the extent such change orders causes a delay;
- c. If in the performance or prosecution of Tenant's Extra Work, Tenant's employees or agents interfere with or in any manner hinder Landlord or Landlord's contractor from prosecuting to the fullest extent possible the Tenant Improvements to the extent such interference or hindrance causes a delay; and
- d. Any other delay caused by Tenant, its agents, contractors, architects, engineers and employees.

7. General Provisions Applicable to Tenant's Extra Work.

a. Tenant shall submit to Landlord all relevant documents relating to any work performed by or on behalf of Tenant in the Premises not part of the Tenant Improvements ("Tenant's Extra Work"). Landlord shall have the right to approve reasonably Tenant's Extra Work and the methods of construction and the contractors which will perform Tenant's Extra Work. .

b. Landlord will require high grade, first-class work to be constructed in the Premises. Tenant's Extra Work shall be performed in a first-class manner, using first-class quality materials. Tenant's Extra Work shall be constructed and installed in accordance with all applicable laws, ordinances, codes and rules and regulations of governmental authorities. Tenant shall promptly correct any of Tenant's Extra Work which is not in conformance therewith.

c. Tenant's contract parties and contractors shall be subject to supervision by Landlord in their use of the Building and their relationship with Landlord's contractor, or contractors of other tenants in the Building. The entry by Tenant and/or its contract parties into the Premises for the performance of Tenant's Extra Work shall be subject to all of the terms and conditions of the Lease except the payment of Rent. If Landlord allows Tenant and/or its contract parties to enter the Premises and commence the performance of Tenant's Extra Work prior to the date of Substantial Completion of the Tenant Improvements, such entry by Tenant shall be at Tenant's sole risk.

d. Tenant's Extra Work shall be coordinated and conducted to maintain harmonious labor relations and not (a) interfere with or delay the completion of any work being performed by Landlord's contractors or contractors of any other tenant in the Building; or (b) interfere with or disrupt the use and peaceful enjoyment of other retail or office tenants in the Building. Landlord's contractor shall have priority over Tenant's Extra Work.

e. Tenant and Tenant's contract parties shall perform their work, including any storage for construction purposes, within the Premises only. Tenant shall be responsible for removal, as needed, from the Premises and the Building of all trash, rubbish, and surplus materials resulting from any work being performed in the Premises. Tenant shall exercise extreme care and diligence in removing such trash, rubbish, or surplus materials from the Premises to avoid littering, marring, or damaging any portion of the Building. If any such trash, rubbish, or surplus materials are not promptly removed from the Building in accordance with the provisions hereof or if any portion of the Building is littered, marred, or damaged, Landlord may cause same to be removed or repaired, as the case may be, at Tenant's cost and expense. If Landlord incurs any costs or expenses in performing the above, Tenant shall pay Landlord the amount of any such cost and expenses promptly upon demand therefor.

f. All contractors and subcontractors engaged by Landlord and Tenant shall maintain adequate and commercially reasonable insurance coverages in amounts as may be required by Landlord, and the insurance policies maintained by Tenant's contractors and subcontractors shall name Tenant, Landlord, Landlord's mortgagee, property manager, and Landlord's contractor as additional insureds and shall contain a waiver of subrogation.

g. Tenant will be responsible for repairing any damage to the Building or Project common areas caused by Tenant or its agents or contractors within fifteen (15) days of receipt of written notice by Landlord. If such repairs have not been completed within said fifteen (15) day period, Landlord may cause the damage to be repaired at Tenant's expense. Notwithstanding the foregoing, if the nature of the damage is such that repair could not reasonably be completed within said fifteen (15) day period, and provided Tenant has promptly commenced and diligently pursued completion of the same, Tenant shall have as long as reasonably necessary to complete such repair, not to exceed thirty (30) days. Within thirty (30) days of receipt of an invoice therefor, Tenant shall reimburse Landlord for its actual costs and expenses

in completing any such repair.

8. Tenant's Agent. Tenant hereby designates the individual holding office as the Fulton County Tax Assessor or a designee to act as its authorized representative on this Work Agreement. Any response from such person under this Work Agreement shall be the response of Tenant.

1 **A RESOLUTION APPROVING A SECOND AMENDMENT TO LEASE AGREEMENT**
2 **BETWEEN WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE, FOR**
3 **THE BENEFIT OF HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE**
4 **SECURITIES TRUST 2018-PTC, COMMERCIAL MORTGAGE PASS-THROUGH**
5 **CERTIFICATES, SERIES 2018-PTC AND THE FUTURE ADVANCE LENDER**
6 **(LANDLORD), AND FULTON COUNTY, GEORGIA (TENANT), FOR FULTON**
7 **COUNTY’S LEASE OF OFFICE SPACE AT 235 PEACHTREE STREET, ATLANTA,**
8 **GEORGIA; AUTHORIZING THE CHAIRMAN TO APPROVE THE SECOND**
9 **AMENDMENT; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE THE**
10 **SECOND AMENDMENT AS TO FORM AND TO MAKE MODIFICATIONS THERETO**
11 **PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.**

12 **WHEREAS**, the Fulton County Board of Assessors (“Tax Assessor”) is required to
13 annually locate, classify, and assess all taxable property within Fulton County, Georgia
14 and determine the fair, uniform, and accurate values for each parcel of real and personal
15 property; and

16 **WHEREAS**, the Fulton County Board of Commissioners approved (via Agenda
17 Item #14-1123 on December 17, 2014) a Lease Agreement (the “Lease”) for the
18 operations of the Tax Assessor at 235 Peachtree Street, Atlanta, Georgia (“Premises”)
19 with ACP Peachtree Center LLC; and

20 **WHEREAS**, Wilmington Trust, National Association, as Trustee, for the benefit of
21 Holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2018-PTC,
22 Commercial Mortgage Pass-Through Certificates, Series 2018-PTC and the Future
23 Advance Lender (“Landlord”), as successor-in-interest to ACP Peachtree Center LLC,
24 subsequently became the landlord under the Lease; and

25 **WHEREAS**, the Fulton County Board of Commissioners approved (via Agenda
26 Item #23-0536 on August 16, 2023) the First Amendment to the Lease, which extended
27 the lease with an initial term ending December 31, 2024 followed by four additional annual
28 automatic renewal terms, and formalized the terms of the Tax Assessor’s continued
29 occupancy of the Premises; and

30 **WHEREAS**, it is the mutual desire of Fulton County, as Tenant, and the Landlord
31 to enter into a Second Amendment to Lease Agreement for the purpose of extending the
32 current lease with an initial term ending December 31, 2025, followed by eight additional
33 annual automatic renewal terms, securing a long-term low fixed rental rate, ten free
34 parking spaces and a tenant improvement allowance that can be used to make capital
35 repairs to include but not limited to installation of new security cameras, carpet
36 replacement and general construction projects; and

WHEREAS, O.C.G.A. § 36-60-13 authorizes Fulton County to enter into multiyear lease, purchase, or lease-purchase contracts of all kinds for the acquisition of goods, materials, real and personal property, services, and supplies under certain circumstances.

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners hereby approves the Second Amendment to Lease Agreement with Wilmington Trust, National Association, as Trustee, for the benefit of Holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2018-PTC, Commercial Mortgage Pass-Through Certificates, Series 2018-PTC and the Future Advance Lender in substantially the form attached hereto as Attachment A.

BE IT FURTHER RESOLVED, that the Chairman of the Fulton County Board of Commissioners is hereby authorized to execute the Second Amendment to Lease Agreement and related documents between Fulton County and Wilmington Trust, National Association, as Trustee, for the benefit of Holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2018-PTC, Commercial Mortgage Pass-Through Certificates, Series 2018-PTC and the Future Advance Lender, and related documents.

BE IT FURTHER RESOLVED, that the County Attorney is hereby authorized to approve the Second Amendment to Lease Agreement and related documents as to form and to make such other or additional modifications as are necessary to protect the County's interests prior to execution by the Chairman.

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

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

FULTON COUNTY BOARD OF COMMISSIONERS

Robert L. Pitts, Chairman (At-Large)

ATTEST:

Tonya R. Grier, Clerk to the Commission

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APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

Attachment A

Form of Second Amendment of Lease Agreement



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0418

Meeting Date: 6/4/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Resolution approving Fulton County, Georgia's transfer of County-owned right of way and providing a temporary construction easement located at 1332 Metropolitan Parkway SW, Atlanta, Georgia to the Metropolitan Atlanta Rapid Transit Authority, MARTA, for the purpose of installing bus stop improvements; authorizing the Chairman to execute a right of way deed and temporary construction easement declaration; authorizing the County Attorney to approve the right of way deed and temporary construction easement declaration as to form and to make modifications thereto prior to execution. Effective upon approval.

Requirement for Board Action

O.C.G.A. § 36-9-3(a)(3)(A) authorizes the granting of rights of ways without a competitive process, and Fulton County Code § 1-117 gives the Board of Commissioners exclusive jurisdiction and control over directing and controlling all the property of the County, as they may deem expedient, according to law.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

Scope of Work: The Department of Real Estate and Asset Management (DREAM) received a request from the Metropolitan Atlanta Rapid Transit Authority (MARTA) to acquire approximately

272.82 square feet of right of way and 362.50 square feet of temporary construction easement area from the County-owned real property located at 1332 Metropolitan Parkway SW, Atlanta, Georgia, formally known as the Metropolitan Branch Library.

MARTA's acquisition of these real property rights is necessary for MARTA to relocate and improve an existing bus stop shelter, which will prevent hazardous boarding and exiting from buses, provide shelter for passengers from inclement weather, reduce traffic congestion, and deliver real-time arrival information and advertising.

As consideration for the transfer of right of way and temporary construction easement property rights, MARTA has agreed to relocate the planned bicycle rack and other bus stop amenities to a mutually acceptable location onsite. It is the recommendation of staff that the requested property rights be transferred in exchange for MARTA's increased costs related to the relocation of their planned bus stop amenities.

Community Impact: Approval of the requested transfer of the right-of-way and temporary easement areas to MARTA will not adversely impact the residents of the community or the library and will improve rider safety.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the Resolution to convey the requested real property rights to MARTA as negotiated.

Project Implications: Construction of a new bus stop platform is expected to improve passenger safety, enhance the rider experience by providing real-time bus arrival information and a larger seating area for patrons.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Requested Board of Commissioners' action does not involve the expenditure or the receipt of funds.

[SPACE ABOVE RESERVED FOR RECORDER’S USE]

UPON RECORDING RETURN TO:

Angela Robinson
Parker Poe Adams & Bernstein LLP
1075 Peachtree Street NE
Suite 1500
Atlanta, GA 30309

TAX PARCEL NO. 14-0088-0002-044-2

CROSS-REFERENCE:

Deed Book 52076, Pages 99 and 104,
Fulton County, Georgia records

**CLEVELAND AVENUE/METROPOLITAN PARKWAY
ARTERIAL RAPID TRANSIT (ART) PROJECT
PARCEL NO. B249**

FULTON COUNTY, GEORGIA

DECLARATION OF TEMPORARY CONSTRUCTION EASEMENT

THIS DECLARATION OF TEMPORARY CONSTRUCTION EASEMENT is made this _____ day of _____, 2025, by **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as “Grantor”), to and in favor of the **METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY (MARTA)**, a public body corporate existing under the laws of the State of Georgia (hereinafter referred to as “Grantee”) (the terms “Grantor” and “Grantee” to include their respective heirs, legal representatives, successors and assigns where the context hereof requires or permits).

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in Fulton County, Georgia identified as Tax Parcel No. **14-0088-0002-044-2** and more particularly described in those certain **Limited Warranty and Quitclaim Deeds** dated **December 21, 2012**, filed and recorded in Deed Book 52076, Pages 99 and 104 (respectively), Fulton County, Georgia records (the “Property”); and

WHEREAS, in connection with Grantee's construction of the Cleveland Avenue/Metropolitan Parkway Arterial Rapid Transit (ART) Project in Fulton County, Georgia (hereinafter the "Project"), Grantor agrees to grant Grantee a non-exclusive temporary construction easement (hereinafter the "Temporary Construction Easement") over a portion of the said Property for the purposes described herein.

NOW, THEREFORE, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00), Grantee's agreement to relocate, in accordance with Grantor's request, the planned bicycle rack and other bus station amenities to be installed on and/or adjacent to the Property so that the same would not interfere with access to the Metropolitan Library, and other valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby expressly grants, bargains, sells, conveys and declares unto and in favor of Grantee the Temporary Construction Easement on, over, upon, across, under and through the portion of the Property being more particularly described in **EXHIBIT "A"** attached hereto and made a part hereof by this reference and being more particularly described and shown in the Property Certification Map, Drawing No. **RWB038**, Page No. **259**, dated **10/11/2024**, last revised **N/A**, attached hereto as **EXHIBIT "B"** and made a part hereof by this reference (hereinafter the "Temporary Construction Easement Area"), for all purposes as may be deemed necessary, incidental or convenient, in Grantee's sole discretion, to the construction of the Project, including, but not limited to, the right, permission and authority to: (i) slope the ground within the Temporary Construction Easement Area provided, however, that upon expiration of the Temporary Construction Easement Term (as hereinafter defined), as the same may be extended, Grantee shall have no obligation to maintain any such slopes; (ii) use the Temporary Construction Easement Area for mobilization and demobilization of personnel, vehicles, materials, equipment and machinery; (iii) use the Temporary Construction Easement Area for storage of vehicles, materials, equipment and machinery; and (iv) construct temporary buildings and improvements within the Temporary Construction Easement Area provided, however, that any such buildings or improvements shall be removed from the Temporary Construction Easement Area prior to expiration of the Temporary Construction Easement Term, as the same may be extended.

Grantor also does hereby expressly grant unto Grantee all rights and privileges necessary, incidental or convenient for the full use and enjoyment of the Temporary Construction Easement and the Temporary Construction Easement Area for the purposes described herein, including, without limitation, the right, permission and authority to enter in a reasonable manner upon such portions of the Property lying outside of the Temporary Construction Easement Area for the sole purpose of providing ingress to and egress from the Temporary Construction Easement Area.

The rights and privileges herein granted by Grantor to Grantee shall be effective for eighteen (18) months (the "Temporary Construction Easement Term"), commencing upon ten (10) days advance written notice thereof given by Grantee to Grantor.

Any notice (collectively, "Notice" or "Notices") required or permitted to be given by hereunder shall be delivered by one of the following methods: (a) personal delivery; (b) U.S. Certified or Registered Mail, postage prepaid; or (c) reputable overnight courier (e.g., UPS or FedEx) addressed as follows:

IF TO GRANTOR:

Fulton County
Attention: Dir. of Real Estate & Asset Management
141 Pryor Street, Suite 6001
Atlanta, Georgia 30303

With a copy to:

Fulton County
Attention: County Attorney
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303

With a copy to:

Fulton County
Attention: County Manager
141 Pryor Street, 10th Floor
Atlanta, Georgia 30303

With a copy to:

Fulton County
Attention: Land Administrator
141 Pryor Street Suite 8021
Atlanta, Georgia 30303

IF TO GRANTEE:

MARTA
2424 Piedmont Road, N.E.
Atlanta, GA 30324-3330
Attn: Director of Real Estate

Any Notice shall be deemed given or delivered, as the case may be, on the date of delivery in the case of personal delivery, on the date of the postmark in the case of U.S. Certified or Registered Mail, or the date of deposit with the reputable overnight courier. Grantor may by written Notice to Grantee in the manner provided above, designate a different address for receiving any Notices hereunder; provided, however, that such address change shall not be effective until three (3) days after Grantee's actual receipt of the written Notice.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor herein has hereunto set hand and seal, the day and year first above written.

Signed, sealed and delivered this ____ day of _____, 202_ 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

[SIGNATURE PAGE - DECLARATION OF TEMPORARY CONSTRUCTION EASEMENT - PARCEL NO. B249]

EXHIBIT "A"

LEGAL DESCRIPTION OF THE TEMPORARY CONSTRUCTION EASEMENT AREA

TEMPORARY CONSTRUCTION EASEMENT

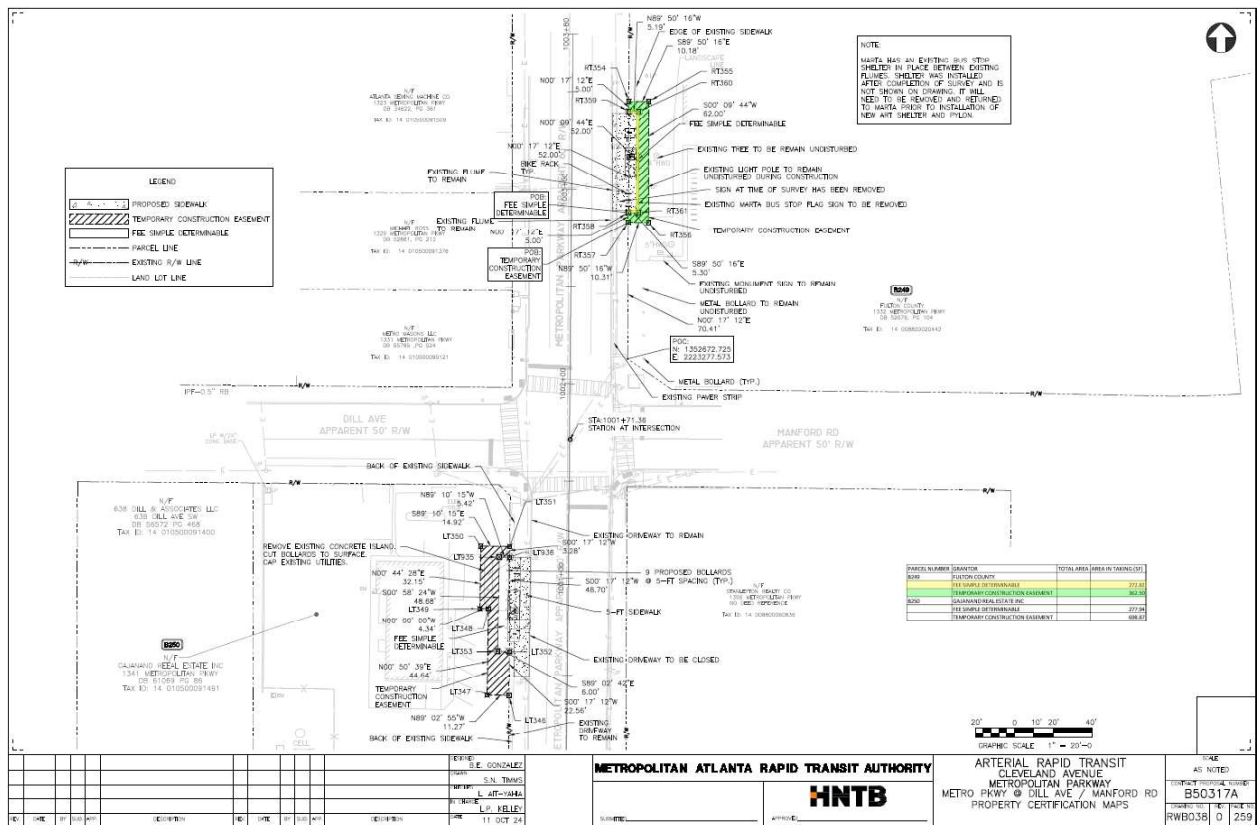
ALL THAT TRACT or parcel of land lying and being in Land Lot 88, District 14th, Fulton County, Georgia, and being a portion of Fulton County Tax Parcel 14 008800020442, and being more fully described as follows:

COMMENCING AT A POINT on the east Right-of-Way Line of Metropolitan Parkway, said point being the southwest corner of property owned by Fulton County (NAD83/2011) GA-West N: 1352672.725/E: 2223277.573, thence N 00° 17' 12" E for a distance of 70.41 feet to a point, said point being the **POINT OF BEGINNING**; thence N 00° 17' 12" E for a distance of 5.00 feet to a point; thence S 89° 50' 16" E for a distance of 5.30 feet to a point; thence N 00° 09' 44" E for a distance of 52.00 feet to a point; thence N 89° 50' 16" W for a distance of 5.19 feet to a point; thence N 00° 17' 12" E for a distance of 5.00 feet to a point; thence S 89° 50' 16" E for a distance of 10.18 feet to a point; thence S 00° 09' 44" W for a distance of 62.00 feet to a point; thence N 89° 50' 16" W for a distance of 10.31 feet to a point, said point being the **POINT OF BEGINNING**, and containing 362.50 square feet or 0.008 acres of land, more or less. Perimeter: 154.98 feet.

The above description is based on MARTA Property Certification Map Drawing No. RWB038, Page No. 259 dated 10/11/2024.

EXHIBIT "B"

THE PROPERTY CERTIFICATION MAP



[SPACE ABOVE RESERVED FOR RECORDER’S USE]

After recording return to:

Angela D. Robinson
Parker Poe Adams & Bernstein LLP
1075 Peachtree Street NE
Suite 1500
Atlanta, GA 30309

TAX PARCEL NO. 14-0088-0002-044-2 (PORTION)

**CLEVELAND AVENUE/METROPOLITAN
PARKWAY ARTERIAL RAPID TRANSIT (ART)
PROJECT PARCEL NO. B249**

FULTON COUNTY, GEORGIA

RIGHT-OF-WAY DEED

THIS INDENTURE is made and executed this _____ day of _____, 2025 by and between **FULTON COUNTY**, a political subdivision of the state of Georgia, having an address of _____ (“**Grantor**”) and the **METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY (MARTA)**, a public body corporate existing under the laws of the State of Georgia, having an address of 2424 Piedmont Road, NE Atlanta, GA 30324-3311 (“**Grantee**”) (the terms “**Grantor**” and “**Grantee**” shall include their respective successors and assigns where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), Grantee’s agreement to relocate, in accordance with Grantor’s request, the planned bicycle rack and other bus station amenities to be installed on and/or adjacent to the Property so that the same would not interfere with access to the Metropolitan Library, and other good and valuable consideration, in hand paid at and before the signing and delivery of these presents, the receipt whereof is hereby acknowledged, does hereby remise, release and forever **QUITCLAIM** unto Grantee all the right, title, interest, claim or demand which Grantor has or may have had in and to all that portion of that tract or parcel of land located in FULTON County, Georgia and being more particularly described in **EXHIBIT “A”** attached hereto and incorporated herein by this reference and being described and shown in the Property Certification Map, Drawing No. **RWB038**, dated **10/11/2024**, last revised **N/A**, attached hereto as **EXHIBIT “B”** and incorporated herein by this reference (hereinafter the “Property”).

TO HAVE AND TO HOLD the Property unto Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim, or demand any right, title, or interest to the said Property or its appurtenances.

[SIGNATURE PAGE[S] FOLLOW]

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESSETH WHEREOF, Grantor has hereunto set its hand and seal, the day and year first written above.

Signed, sealed and delivered this ____ day of _____, 202_ in the presence of:

FULTON COUNTY, a political subdivision of the State of Georgia

By:

Witness

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attest:

[Notarial Seal]

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

Y. Soo Jo, County Attorney

[SIGNATURE PAGE - QUITCLAIM DEED - B249]

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

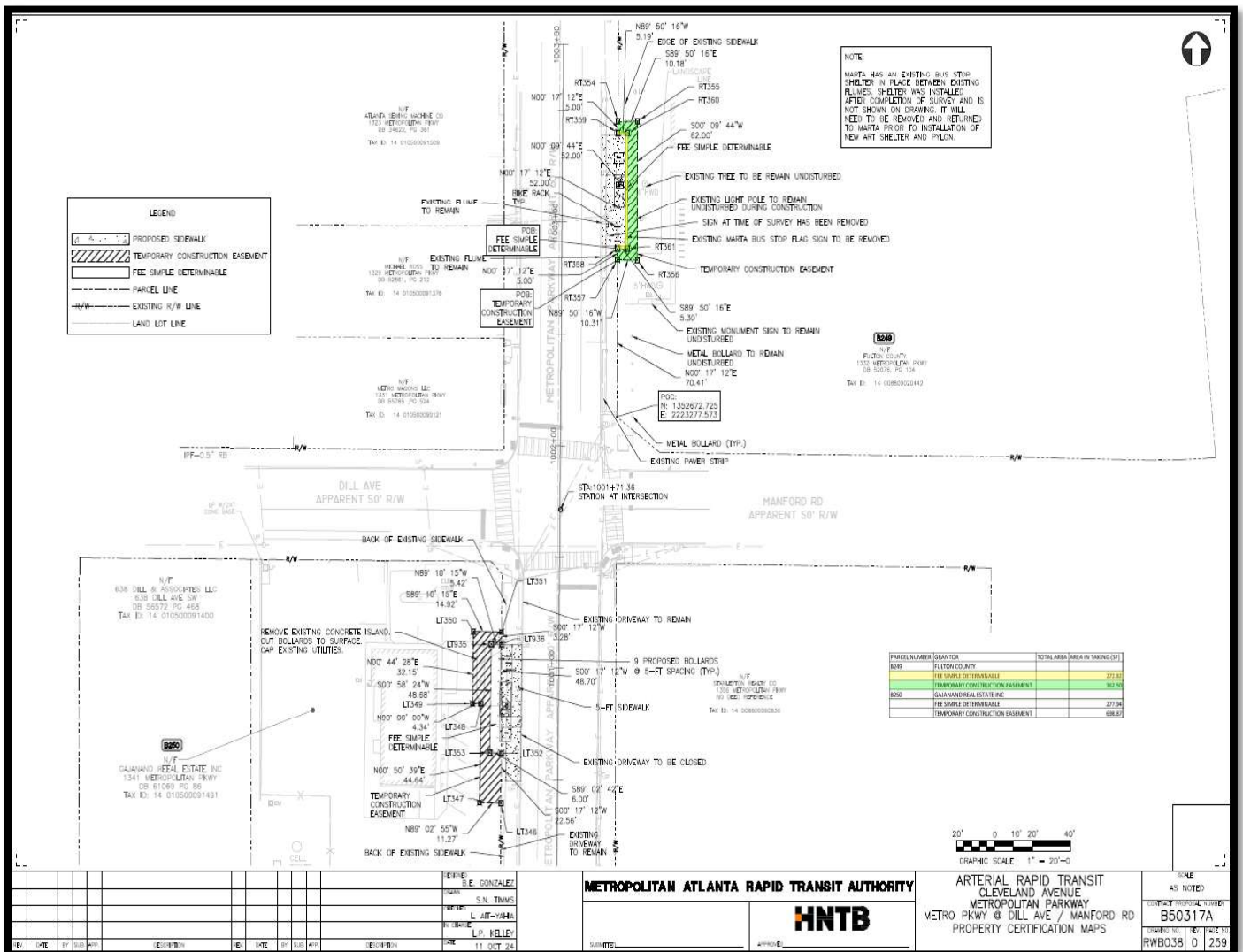
FEE SIMPLE

ALL THAT TRACT or parcel of land lying and being in Land Lot 88, District 14th, Fulton County, Georgia, and being a portion of Fulton County Tax Parcel 14 008800020442, and being more fully described as follows:

COMMENCING AT A POINT on the east Right-of-Way Line of Metropolitan Parkway, said point being the southwest corner of property owned by Fulton County (NAD83/2011) GA-West N: 1352672.725/E: 2223277.573, thence N 00° 17' 12" E for a distance of 75.41 feet to a point, said point being the **POINT OF BEGINNING**; thence N 00° 17' 12" E for a distance of 52.00 feet to a point; thence S 89° 50' 16" E for a distance of 5.19 feet to a point; thence S 00° 09' 44" W for a distance of 52.00 feet to a point; thence N 89° 50' 16" W for a distance of 5.30 feet to a point, said point being the **POINT OF BEGINNING**, and containing 272.82 square feet or 0.006 acres of land, more or less. Perimeter: 114.49 feet.

The above description is based on MARTA Property Certification Map Drawing No. RWB038, Page No. 259 dated 10/11/2024.

THE PROPERTY CERTIFICATION MAP



1 A RESOLUTION APPROVING FULTON COUNTY, GEORGIA'S TRANSFER OF COUNTY-
2 OWNED RIGHT OF WAY AND PROVIDING A TEMPORARY CONSTRUCTION EASEMENT
3 LOCATED AT 1332 METROPOLITAN PARKWAY SW, ATLANTA, GEORGIA TO THE
4 METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY, FOR THE PURPOSE OF
5 INSTALLING BUS STOP IMPROVEMENTS; AUTHORIZING THE CHAIRMAN TO EXECUTE
6 THE RIGHT OF WAY DEED AND TEMPORARY CONSTRUCTION EASEMENT
7 DECLARATION; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE THE RIGHT OF
8 WAY DEED AND TEMPORARY CONSTRUCTION EASEMENT DECLARATION AS TO FORM
9 AND TO MAKE MODIFICATIONS THERETO PRIOR TO EXECUTION; AND FOR OTHER
10 PURPOSES.

11
12 **WHEREAS**, Fulton County, Georgia ("Fulton County") is a political subdivision of
13 the State of Georgia, existing as such under and by the Constitution, statutes, and laws
14 of the State of Georgia; and

15 **WHEREAS**, Fulton County has fee simple ownership of 1332 Metropolitan
16 Parkway SW, Atlanta, Georgia (Tax Parcel ID: 14008800020442) located in the 14th
17 District, Land Lot 88, formally known as the Metropolitan Branch Library and more
18 particularly described in Attachment "A" ("Property") hereto; and

19 **WHEREAS**, the Metropolitan Atlanta Rapid Transit Authority ("MARTA") desires
20 to improve bus stop amenities and safety for patrons at bus stop #124074 located on the
21 Property as part of MARTA's Cleveland Avenue/Metropolitan Parkway Arterial Rapid
22 Transit Project ("Bus Stop Improvement Project"); and

23 **WHEREAS**, the planned Bus Stop Improvement Project will make boarding and
24 exiting buses safer, provide passengers with shelter from inclement weather, reduce
25 traffic congestion, and provide real-time bus arrival information at bus stop #124074; and

26 **WHEREAS**, MARTA and the Fulton County Department of Real Estate and
27 Asset Management ("DREAM") have determined that a transfer of right-of-way and
28 temporary construction easement are required to complete the Bus Stop Improvement
29 Project; and

1 **WHEREAS**, MARTA desires to acquire approximately 272.82 square feet of real
2 property as right of way and 362.50 square feet of temporary construction easement of
3 the Property; and

4 **WHEREAS**, as consideration for the transfer of the real property and temporary
5 construction easement property rights, MARTA has agreed to relocate their planned bus
6 stop improvements to a mutually acceptable location that does not impact primary access
7 to the Metropolitan Branch Library; and

8 **WHEREAS**, the Board of Commissioners finds that it is the best interest of its
9 citizens for Fulton County to transfer approximately 272.82 square feet of right of way
10 and 362.50 square feet of temporary construction easement to MARTA to facilitate the
11 Bus Stop Improvement Project at the Property to avoid adverse impacts to the
12 Metropolitan Branch Library; and

13 **WHEREAS**, O.C.G.A. § 36-9-3(a)(3)(A) authorizes the granting of rights of way
14 without a competitive process, and Fulton County Code § 1-117, gives the Board of
15 Commissioners exclusive jurisdiction and control over directing and controlling all the
16 property of the County, as they may deem expedient, according to law.

17 **NOW THEREFORE BE IT RESOLVED**, that the Board of Commissioners hereby
18 approves the transfer of approximately 272.82 square feet of right of way and 362.50
19 square feet of temporary construction easement area at 1332 Metropolitan Parkway
20 located in the City of Atlanta, in the 14th District, Land Lot 88 of Fulton County, Georgia,
21 as more particularly described in Attachment "A" attached hereto, to the Metropolitan
22 Atlanta Rapid Transit Authority ("MARTA"), for the purpose of facilitating improvements

for bus stop #124074 as part of the Cleveland Avenue/Metropolitan Parkway Arterial Rapid Transit Project.

BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners is hereby authorized and directed to execute and deliver to MARTA the right of way deed in substantially the form attached hereto as Attachment "B", and the temporary construction easement declaration in substantially the form attached hereto as Attachment "C", and any other related documents necessary to complete the transfer.

BE IT FURTHER RESOLVED, that, prior to execution of any documents by the Chairman, the County Attorney shall approve all documents as to form and make any necessary changes thereto to protect the County's interests.

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

SO PASSED AND ADOPTED, this ____ day of _____ 2025.

ATTEST:

**FULTON COUNTY BOARD
OF COMMISSIONERS**

Tonya R. Grier
Clerk to the Commission

Robert L. Pitts, Chairman (At-large)

APPROVED AS TO FORM:

Y. Soo Jo
Office of the County Attorney

4



ATTACHMENT “B”

Right of Way Deed

ATTACHMENT “C”

Temporary Construction Easement Agreement



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0419

Meeting Date: 6/4/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Michael McGuire & Amy McGuire for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 721 Eagles Mere Court, Alpharetta, Georgia.

Requirement for Board Action

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

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

Scope of Work: Michael McGuire & Amy McGuire, the owners of the real property located at 721

Eagles Mere Court, Alpharetta, Georgia, have requested the conditional approval of the Fulton County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within the County's existing sewer easement area.

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

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

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's sewer line easement as referenced and recorded in Deed Book 134, Page 84.

At the request of Michael McGuire & Amy McGuire, the Department of Public Works completed an on-site assessment of the area, which is approximately 12 square feet, and confirmed that the County's sewer system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Approval of the Agenda Item does not involve 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 134, Page 84
Deed Book 67798, Page 443

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

Michael McGuire & Amy McGuire

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

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

1. 67798 443
Owner warrants that he is the full and true owner and has clear title to that certain property known as 721 Eagles Mere Court, Alpharetta, GA (enter address), and as more fully described in that certain conveyance recorded in Deed Book 67798, Page 443 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. 134 84
Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one) 134, Page 84 of Fulton County, Georgia records, and hereby grants Owner a License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility, said private improvements as same are more fully described in Exhibit "A" (the "Private Improvements").

3.
With respect to this License, Owner shall install and construct the Private Improvements in a good and workmanlike manner and in compliance with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management

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

4.

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

5.

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

6.

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

7.

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

8.

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

9.

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

10.

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

11.

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

12.

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

13.

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

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

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

OWNER: Michael McGuire & Amy McGuire

721 Eagles Mere Court

Alpharetta, GA 30005

District 2nd, Section 1st, Land Lot(s) 1236


Parcel Number: 21 5631-1251-022-0

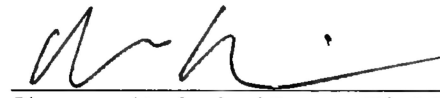
IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

Signed sealed and delivered in the presence of

OWNER Michael McGuire


Unofficial Witness


Signature (Authorized Party to Bind Owner Entity)

Notary Public
My Commission Expires: 04/01/2026

Michael McGuire, Owner
Signatory's Name and Title (printed)

(Notary Seal)

Owner's Address: _____

721 Eagles Mere Court

Alpharetta, GA 30005



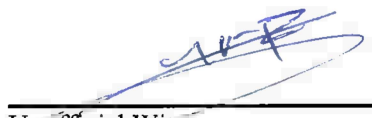
[Signatures continued on next page.]

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

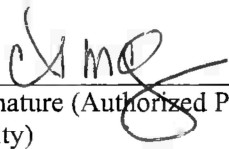
Signatures:

Signed sealed and delivered in the presence of

OWNER Amy McGuire



Unofficial Witness



Signature (Authorized Party to Bind Owner
Entity)

Notary Public

My Commission Expires: 04/01/2026

Amy McGuire, Owner

Signatory's Name and Title (printed)

(Notary Seal)

Owner's Address: _____

721 Eagles Mere Court

Alpharetta, GA 30005



[Signatures continued on next page.]

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

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

Witness

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Notarial Seal]

ATTEST:

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

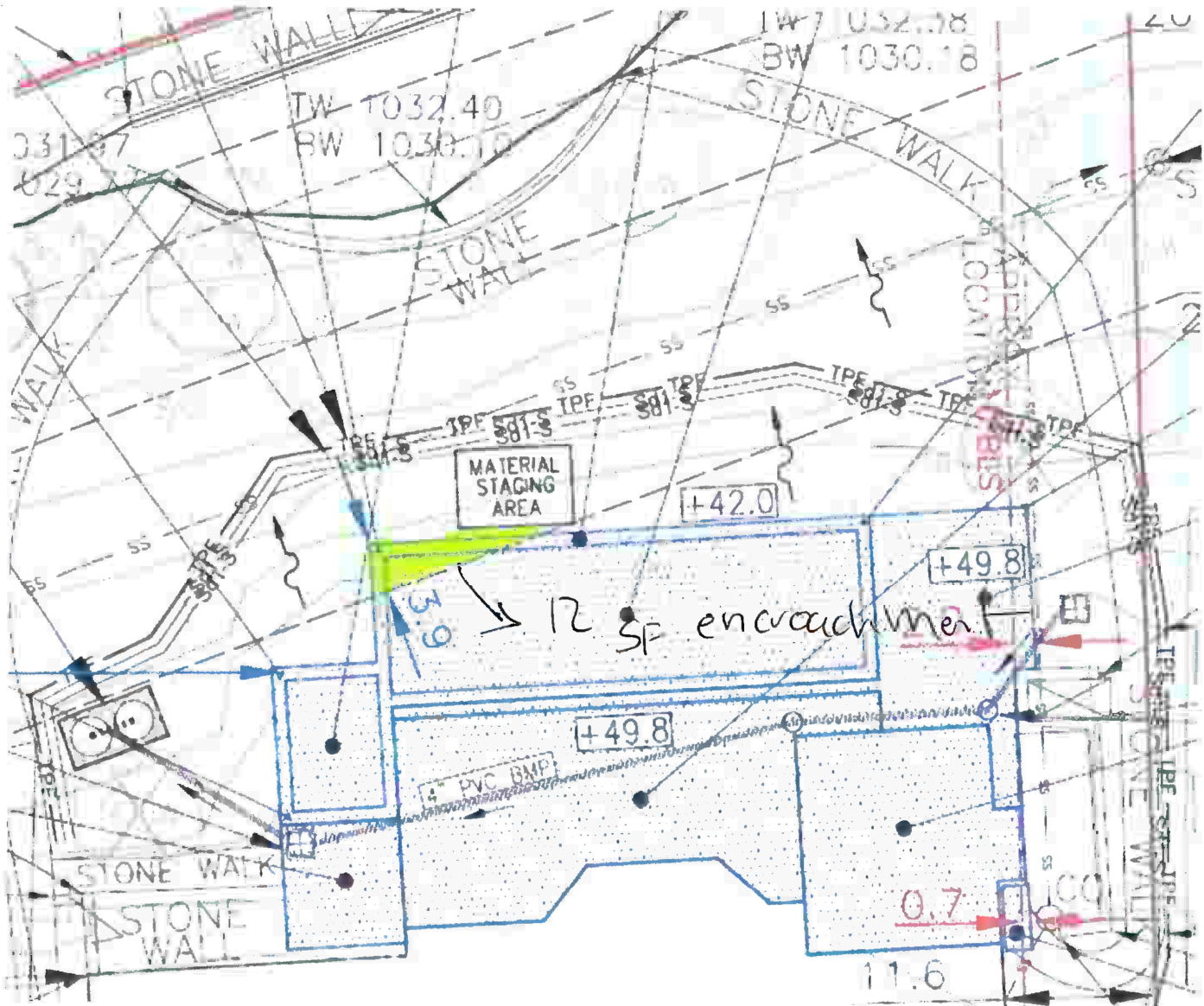
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO CONTENT:

David E. Clark, Director
Department of Public Works

EXHIBIT "A"

Ray 4/10/2025 Bjm 4/10/2025



Parcel ID#: 21-5631-1251-022-0



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0420

Meeting Date: 6/4/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement between Fulton County, a political subdivision of the State of Georgia, and Toll Southeast LP Company, Inc., for the purpose of granting Fulton County legal access to extend and maintain the sanitary sewer system at 0 Kimball Bridge Road, Alpharetta, Georgia 30022 (the Development).

Requirement for Board Action

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

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

Scope of Work: The Department of Real Estate and Asset Management, DREAM, and the

Department of Public Works request the approval of the Fulton Board of Commissioners to execute a Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement with Toll Southeast LP Company, Inc.

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

Toll Southeast LP Company, Inc., the Owner of the real property located at 0 Kimball Bridge Road, Alpharetta, Georgia 30022, has agreed to provide Fulton County easement access for the purpose of maintaining and expanding the county's sewer system within their Development.

The purpose of the Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement is to formalize maintenance responsibilities and conditions for legal access for Fulton County, Toll Southeast LP Company, Inc., and future owners that may acquire the Development at 0 Kimball Bridge Road, Alpharetta, Georgia.

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

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

Project Implications: Approval of this Agreement will not restrict sewer services or access to the sewer line for necessary maintenance

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

After recording, please return to:

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

Cross Reference:

Book _____, Page _____

Book _____, Page _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

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

This SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____, by and between _____ Toll Southeast LP Company, Inc. ("Owner") and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("County") (the words "Owner" and "County" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

WHEREAS, Owner is the owner of certain real property located on Land Lot _____ 93, of the _____ 1 District of Fulton County, Georgia being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Development"); and

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

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

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

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

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

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

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

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

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

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

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

7. Responsibility for Maintenance and Repair:

(a) Residential-only Developments:

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

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

(b) Commercial/Mixed-Use Developments: Commercial/Mixed-Use developments are those developments which are not solely residential in nature. Owner shall

promptly notify County of any identified system failures or needed maintenance or repairs. Owner shall be responsible for the performance and cost of all maintenance, repairs and improvements to the sanitary sewer system, including emergency repairs, as directed by the County or as may be required to meet the requirements of State and Federal regulations. All such effort shall be performed in compliance with applicable Fulton County and city standards and building codes with respect to materials and methods and be performed by a licensed utility contractor or plumber where applicable. Owner shall provide timely notice to County and provide opportunity for County to observe and inspect Owner provided maintenance, repairs or improvements so County may determine that such maintenance, repairs or improvements to the system are in compliance with County standards and applicable codes or regulations. Owner shall provide a report to County of all maintenance, repairs, or modifications to the system, to include materials and methods of construction and description of the work performed within 72 hours of performance. Notwithstanding the foregoing, the sanitary sewer system facilities installed by the County shall be the County's responsibility to maintain and repair.

- (c) Street Maintenance. The Owner shall be responsible for the adjustment to all sanitary sewer and sewer appurtenances (manhole covers, etc.) affected by street maintenance including repaving, seal coating, patching, crack sealing, topping, etc. The Owner shall adjust sanitary sewer and sewer appurtenances to fit flush with the street surface. All sewer appurtenances shall be cleaned of asphalt at the time of paving. Adjustments to take place a minimum of 24-hours to a maximum of 120-hours after maintenance. Any curbing that is replaced shall be remarked with the appropriate symbol showing the location of sewer laterals (S) in the shoulder or pavement of the road. Sewer symbols shall be painted orange. Any adjustment to the shoulder grade will also require adjustments of all sewer appurtenances affected by the adjustment to the shoulder grade. The Owner will be responsible for the adjustment of the appurtenances to the new grade.

The Owner shall be responsible to promptly notify Fulton County Department of Public Works, Sanitary Sewer Resources Unit of any proposed maintenance at 404-612-3061 in North Fulton and 404-612-3163 in South Fulton. Fulton County personnel shall inspect and approve all work performed by the Owner that affects sanitary sewer and sewer appurtenances. All work shall be done in accordance with Fulton County Standards and Specifications to the satisfaction of Fulton County personnel.

- 8. Notification to Future Owners: Owner shall make known to future owners of Development or any portions thereof of the requirements of this Agreement. Owner shall cause the following language to be included in all sales contracts for first owner occupants of developed property and on all plats and deeds associated with Development or subdivided parcels: "The owner and developer of this property has entered into a SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT with Fulton County which describes certain obligations associated with the

sanitary sewer system that are responsibilities of property owners within this development. The sanitary sewer system servicing this property and any subdivided parcels shall be owned by Fulton County for the purposes of providing sanitary sewer service of a quality meeting State and Federal Regulations. The owners of property served by the sanitary sewer system may be responsible for the cost of any and all maintenance and/or repair of the sanitary sewer system. The provision of an easement allowing Fulton County access to the sanitary sewer system for any reason shall not relieve property owners of their possible responsibility for the cost of maintenance and/or repair of the sanitary sewer system.”

9. Billing: Where a master meter is provided by County, Owner shall meter individual services on the sanitary sewer system using County standard meters and shall bill and collect fees for sanitary sewer usage by individual services. Individual services shall be billed based on County standard sanitary sewer service rates. Owner may incorporate a reasonable administrative fee for reading meters, calculating and transmitting bills, and collecting the fees for usage. Owner shall be responsible for any differential between master meter registered sanitary sewer usage and the sum of individual service sanitary sewer usage. Such usage shall be reconciled and billed on an annual basis or as otherwise deemed appropriate by County.
10. Indemnification: Owner, its successors and assigns, hereby agree to release, indemnify, defend and hold harmless the County, its Commissioners, officers, agents, employees, successors, assigns, elected officials, and any other person acting on its behalf, from and against any and all losses (including death), claims, demands, debts, damages, accounts, settlements, obligations, liabilities, costs, judgments and claims for attorney’s fees and/or expenses of litigation, and causes of action of any kind or nature, at law or in equity, arising out of the existence, installation, maintenance, repair, alteration, modification, deterioration or failure of any sanitary sewer systems or pipes located within Development. Said Owner hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sanitary sewer line for the use of the property as herein agreed.
11. Notices. All notices and communications required or permitted hereunder shall be in writing. Any notices or demands shall be deemed to have been duly and sufficiently given if a copy thereof has been personally served, forwarded by expedited messenger or recognized overnight courier service with evidence of delivery or mailed by United States registered or certified mail in an envelope properly stamped and addressed to the applicable party at the addresses identified below or at such other address as such party may theretofore have furnished to the other party by written notice. The effective date of such notice shall be the date of actual delivery, except that if delivery is refused, the effective date of notice shall be the date delivery is refused. Notices shall be addressed as follows:

Owner:

Toll Southeast LP Company, Inc.

1140 VIRGINIA DRIVE,

FORT WASHINGTON, PA 19034

County:

David Clark, P.E.

Director, Department of Public Works

141 Pryor Street, S.W.

Suite 6001

Atlanta, GA 30303

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

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

IN WITNESS WHEREOF, 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

Tyler Baker

Unofficial Witness

Tyler Baker

Terese W. Giles

Notary Public

My Commission Expires: 2/10/25

(Notary Seal)

(Notary Stamp)

OWNER

Toll Southeast LP Company, Inc.

Adam B. [Signature]

Signature (Authorized Party to Bind Owner
Entity)

Adam Guozio VP

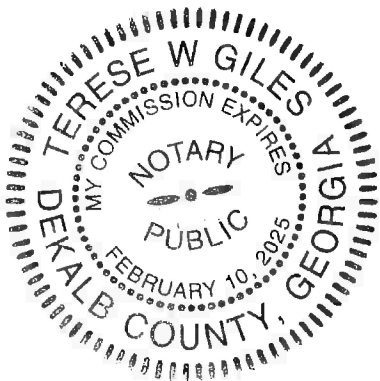
Signatory's Name and Title (printed)

Owner's Address: 2400 Lakeview Parkway

Suite 650

Alpharetta, GA 30009

[Signatures continued on next page.]



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

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

Witness

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Notarial Seal]

APPROVED AS TO FORM

ATTEST:

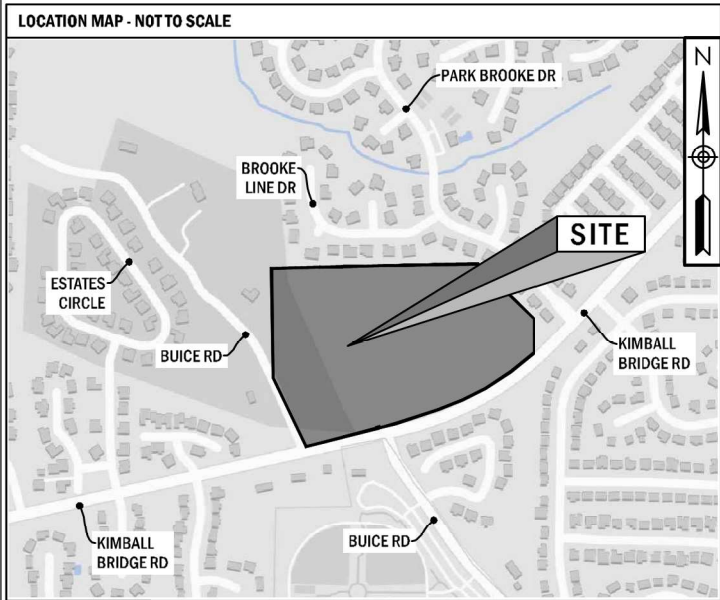
Y. Soo Jo, County Attorney

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO CONTENT:

David E. Clark, Director
Department of Public Works

Exhibit "A"




ENCROACHMENT TABLE		AREA NOTE	EASEMENT NOTE
STORMWATER PIPE - WATER PIPE -	456 LF 130 LF	20' SANITARY SEWER EASEMENT HAS A TOTAL OF 56,215.27 SQUARE FEET (1.291 ACRES)	20' SANITARY SEWER EASEMENT IS CENTERED ON SEWER MAIN (10' EACH SIDE). BEARINGS ON THE SEWER MAIN ARE THE SAME AS THE EASEMENT LINES.

OWNER / DEVELOPER
TOLL SOUTHEAST LP COMPANY, INC 4080 MCGINNIS FERRY ROAD ALPHARETTA, GA 30005 PHONE: 678.699.1403 CONTACT: J.R. CROWE EMAIL: JCROWE1@TOLLBROTHERS.COM
CONTRACTOR
A.L. GRADING CONTRACTORS 110 PEACHTREE INDUSTRIAL BLVD SUGAR HILL, GA 30518 PHONE: 770.945.5059 CONTACTS: BLAKE WOOD / DAVID ARMENTA EMAILS: BLAKE@ALGC.NET / DAVID@ALGC.NET
ENGINEER
McFARLAND-DYER & ASSOCIATES, INC. 4174 SILVER PEAK PARKWAY SUWANEE, GA 30024 PHONE: 770.932.6550 CONTACT: JOHN E. NAGY EMAIL: JNAGY@BOWMAN.COM
SURVEYOR
MAXWELL-REDDICK AND ASSOCIATES, INC NORTHWINDS III 2500 NORTHWINDS PKWY, SUITE 360 ALPHARETTA, GA 30009 PHONE: 404.693.1618 CONTACT: DENVER YOUNGBLOOD EMAIL: DYOUNGBLOOD@MAXRED.COM

CERTIFICATE OF
AUTHORIZATION # LSF000953



SITE DATA	
ADDRESS	4030 KIMBALL BRIDGE ROAD ALPHARETTA, GA 30005
TAX PARCEL ID #	11 027000930073
CITY OF ALPHARETTA LDP #	D220033
CITY OF ALPHARETTA FINAL PLAT CASE #	FP240003

 MAXWELL-REDDICK AND ASSOCIATES ENGINEERING • LAND SURVEYING	
40 JOE KENNEDY BLVD STATESBORO, GA 30458 (912) 489-7112 OFFICE	2500 NORTHWINDS PKWY SUITE 360 ALPHARETTA, GA 30009 (404) 693-1618 OFFICE
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LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°55'21"E	112.82'
L2	N 89°55'21"E	27.02'
L3	S 00°19'34"E	11.41'
L4	N 89°40'26"E	121.99'
L5	S 00°03'33"E	151.71'
L6	S 14°19'51"E	11.29'
L7	N 79°21'38"E	110.45'
L8	N 89°50'27"E	375.51'
L9	S 85°07'49"E	99.41'
L10	S 56°18'25"E	82.36'
L11	S 31°21'37"E	277.62'
L12	N 57°55'11"E	59.77'
L13	N 33°39'32"E	86.41'
L14	S 56°20'28"E	20.00'
L15	S 33°39'32"W	90.71'
L16	S 57°55'11"W	74.25'
L17	S 58°31'00"W	44.92'
L18	S 66°00'16"W	220.67'
L19	S 72°31'19"W	192.06'
L20	N 17°28'41"W	20.00'
L21	N 72°31'19"E	190.92'
L22	N 66°00'16"E	218.22'
L23	N 58°31'00"E	33.59'
L24	N 31°21'37"W	273.34'
L25	N 56°18'25"W	72.80'
L26	N 85°07'49"W	93.40'
L27	S 89°50'27"W	372.80'
L28	S 79°21'38"W	115.44'
L29	S 50°42'10"W	80.35'
L30	S 27°56'34"W	68.02'
L31	S 00°55'19"E	120.10'
L32	S 25°39'46"E	258.15'
L33	N 87°44'53"E	183.15'
L34	N 76°09'17"E	55.34'
L35	N 13°44'10"W	125.95'
L36	N 76°15'50"E	20.00'
L37	S 13°44'10"E	145.91'
L38	S 76°09'17"W	77.33'
L39	S 87°44'53"W	198.31'
L40	N 25°39'46"W	275.68'
L41	N 00°55'19"W	129.64'
L42	N 27°56'34"E	77.20'
L43	N 50°42'10"E	80.56'
L44	N 14°19'51"W	16.79'
L45	N 00°03'33"W	134.12'
L46	S 89°40'26"W	128.91'
L47	N 00°19'39"W	31.53'

SHEET 1 OF 7

DRAWN BY: JTD
DATE: 10-17-2024
JOB NO.: 2023-180
SCALE: N/A

SANITARY SEWER EASEMENT EXHIBIT FOR HAWTHORN SUBDIVISION PREPARED FOR TOLL SOUTHEAST LP COMPANY, INC AND FULTON COUNTY LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SEC CITY OF ALPHARETTA, FULTON COUNTY, GA

LEGAL DESCRIPTION - HAWTHORN SUBDIVISION - 20' SANITARY SEWER EASEMENT

ALL THAT CERTAIN AREA OF LAND LYING AND BEING IN LAND LOT 93 OF THE 1ST LAND DISTRICT, 1ST SECTION OF FULTON COUNTY, CITY OF ALPHARETTA, GEORGIA, CONTAINING 56,215.27 SQUARE FEET (1.291 AC) AND BEING MORE PARTICULARLY DESCRIBED AS "20' SANITARY SEWER EASEMENT" ON A SANITARY SEWER EASEMENT EXHIBIT FOR HAWTHORN SUBDIVISION, PREPARED FOR TOLL SOUTHEAST LP COMPANY, INC. AND FULTON COUNTY, PREPARED BY MAXWELL-REDDICK AND ASSOCIATES, DATED 10-17-24 WHICH READS AS FOLLOWS:

COMMENCING AT A ONE-INCH OPEN TOP PIPE FOUND (1"OTPF) LOCATED AT THE INTERSECTION OF THE LAND LOT LINES COMMON TO LAND LOTS 80, 81, 92, AND 93; THENCE ALONG THE LAND LOT LINE COMMON TO LAND LOTS 92 AND 93 NORTH 89°55'21" EAST A DISTANCE OF 112.82' TO A POINT, WHICH IS THE POINT OF BEGINNING.

BEGINNING AT A POINT LOCATED ON THE LAND LOT LINE COMMON TO LAND LOTS 92 AND 93; THENCE CONTINUING ALONG THE LAND LOT LINE COMMON TO LAND LOTS 92 AND 93 NORTH 89°55'21" EAST A DISTANCE OF 27.02' TO A POINT; THENCE LEAVING THE LAND LOT LINE COMMON TO LAND LOTS 92 AND 93 SOUTH 00°19'34" EAST A DISTANCE OF 11.41' TO A POINT; THENCE NORTH 89°40'26" EAST A DISTANCE OF 121.99' TO A POINT; THENCE SOUTH 00°03'33" EAST A DISTANCE OF 151.71' TO A POINT; THENCE SOUTH 14°19'51" EAST A DISTANCE OF 11.29' TO A POINT; THENCE NORTH 79°21'38" EAST A DISTANCE OF 110.45' TO A POINT; THENCE NORTH 89°50'27" EAST A DISTANCE OF 375.51' TO A POINT; THENCE SOUTH 85°07'49" EAST A DISTANCE OF 99.41' TO A POINT; THENCE SOUTH 56°18'25" EAST A DISTANCE OF 82.36' TO A POINT; THENCE SOUTH 31°21'37" EAST A DISTANCE OF 277.62' TO A POINT; THENCE NORTH 57°55'11" EAST A DISTANCE OF 59.77' TO A POINT; THENCE NORTH 33°39'32" EAST A DISTANCE OF 86.41' TO A POINT; THENCE SOUTH 56°20'28" EAST A DISTANCE OF 20.00' TO A POINT; THENCE SOUTH 33°39'32" WEST A DISTANCE OF 90.71' TO A POINT; THENCE SOUTH 57°55'11" WEST A DISTANCE OF 74.25' TO A POINT; THENCE SOUTH 58°31'00" WEST A DISTANCE OF 44.92' TO A POINT; THENCE SOUTH 66°00'16" WEST A DISTANCE OF 220.67' TO A POINT; THENCE SOUTH 72°31'19" WEST A DISTANCE OF 192.06' TO A POINT; THENCE NORTH 17°28'41" WEST A DISTANCE OF 20.00' TO A POINT; THENCE NORTH 72°31'19" EAST A DISTANCE OF 190.92' TO A POINT; THENCE NORTH 66°00'16" EAST A DISTANCE OF 218.22' TO A POINT; THENCE NORTH 58°31'00" EAST A DISTANCE OF 33.59' TO A POINT; THENCE NORTH 31°21'37" WEST A DISTANCE OF 273.34' TO A POINT; THENCE SOUTH 56°18'25" WEST A DISTANCE OF 72.80' TO A POINT; THENCE NORTH 85°07'49" WEST A DISTANCE OF 93.40' TO A POINT; THENCE SOUTH 89°50'27" WEST A DISTANCE OF 372.80' TO A POINT; THENCE SOUTH 79°21'38" WEST A DISTANCE OF 115.44' TO A POINT; THENCE SOUTH 50°42'10" WEST A DISTANCE OF 80.35' TO A POINT; THENCE SOUTH 27°56'34" WEST A DISTANCE OF 68.02' TO A POINT; THENCE SOUTH 00°55'19" EAST A DISTANCE OF 120.10' TO A POINT; THENCE SOUTH 25°39'46" EAST A DISTANCE OF 258.15' TO A POINT; THENCE NORTH 87°44'53" EAST A DISTANCE OF 183.15' TO A POINT; THENCE NORTH 76°09'17" EAST A DISTANCE OF 55.34' TO A POINT; THENCE NORTH 13°44'10" WEST A DISTANCE OF 125.95' TO A POINT; THENCE NORTH 76°15'50" EAST A DISTANCE OF 20.00' TO A POINT; THENCE SOUTH 13°44'10" EAST A DISTANCE OF 145.91' TO A POINT; THENCE SOUTH 76°09'17" WEST A DISTANCE OF 77.33' TO A POINT; THENCE SOUTH 87°44'53" WEST A DISTANCE OF 198.31' TO A POINT; THENCE NORTH 25°39'46" WEST A DISTANCE OF 275.68' TO A POINT; THENCE NORTH 00°55'19" WEST A DISTANCE OF 129.64' TO A POINT; THENCE NORTH 27°56'34" EAST A DISTANCE OF 77.20' TO A POINT; THENCE NORTH 50°42'10" EAST A DISTANCE OF 80.56' TO A POINT; THENCE NORTH 14°19'51" WEST A DISTANCE OF 16.79' TO A POINT; THENCE NORTH 00°03'33" WEST A DISTANCE OF 134.12' TO A POINT; THENCE SOUTH 89°40'26" WEST A DISTANCE OF 128.91' TO A POINT; THENCE NORTH 00°19'39" WEST A DISTANCE OF 31.53' TO A POINT LOCATED ON THE LAND LOT LINE COMMON TO LAND LOTS 92 AND 93, WHICH IS THE POINT OF BEGINNING.

SHEET 2 OF 7



MAXWELL-REDDICK AND ASSOCIATES
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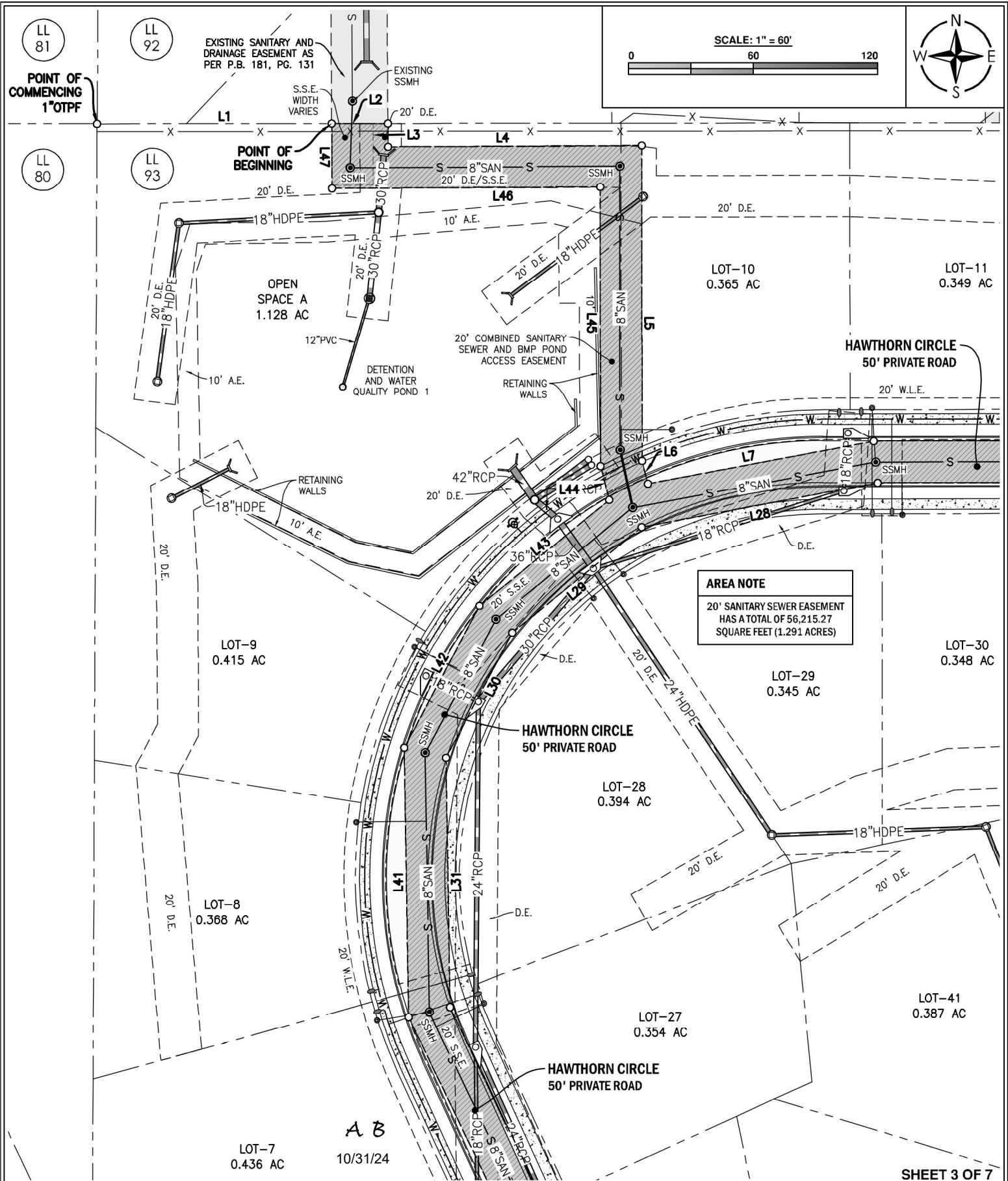
SCALE: N/A

SANITARY SEWER EASEMENT EXHIBIT
FOR HAWTHORN SUBDIVISION
PREPARED FOR

TOLL SOUTHEAST LP COMPANY, INC
AND FULTON COUNTY

LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SEC
CITY OF ALPHARETTA, FULTON COUNTY, GA

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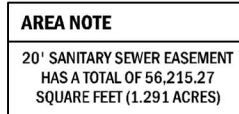


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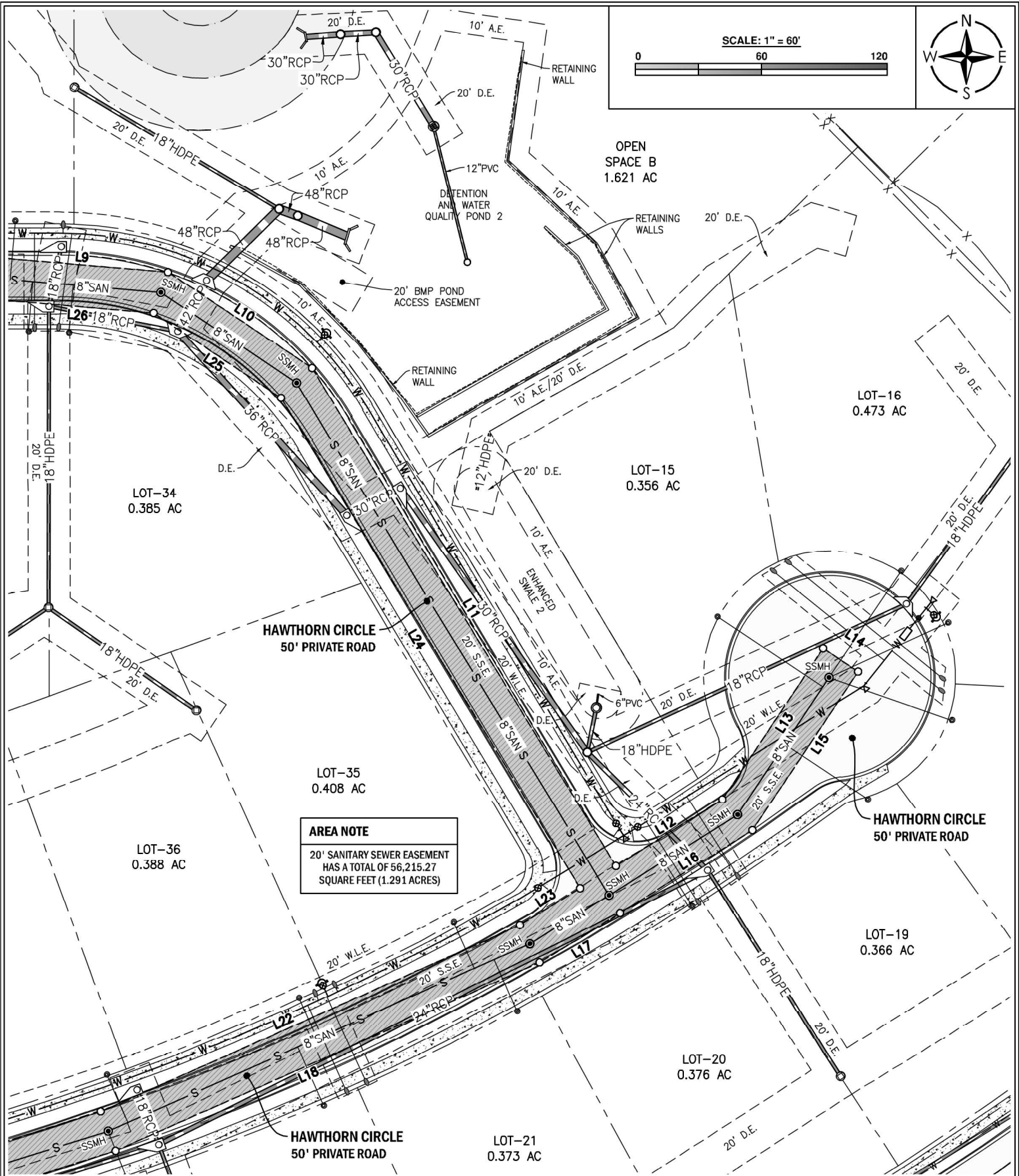
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AREA NOTE
 20' SANITARY SEWER EASEMENT
 HAS A TOTAL OF 56,215.27
 SQUARE FEET (1.291 ACRES)

A B

SHEET 5 OF 7



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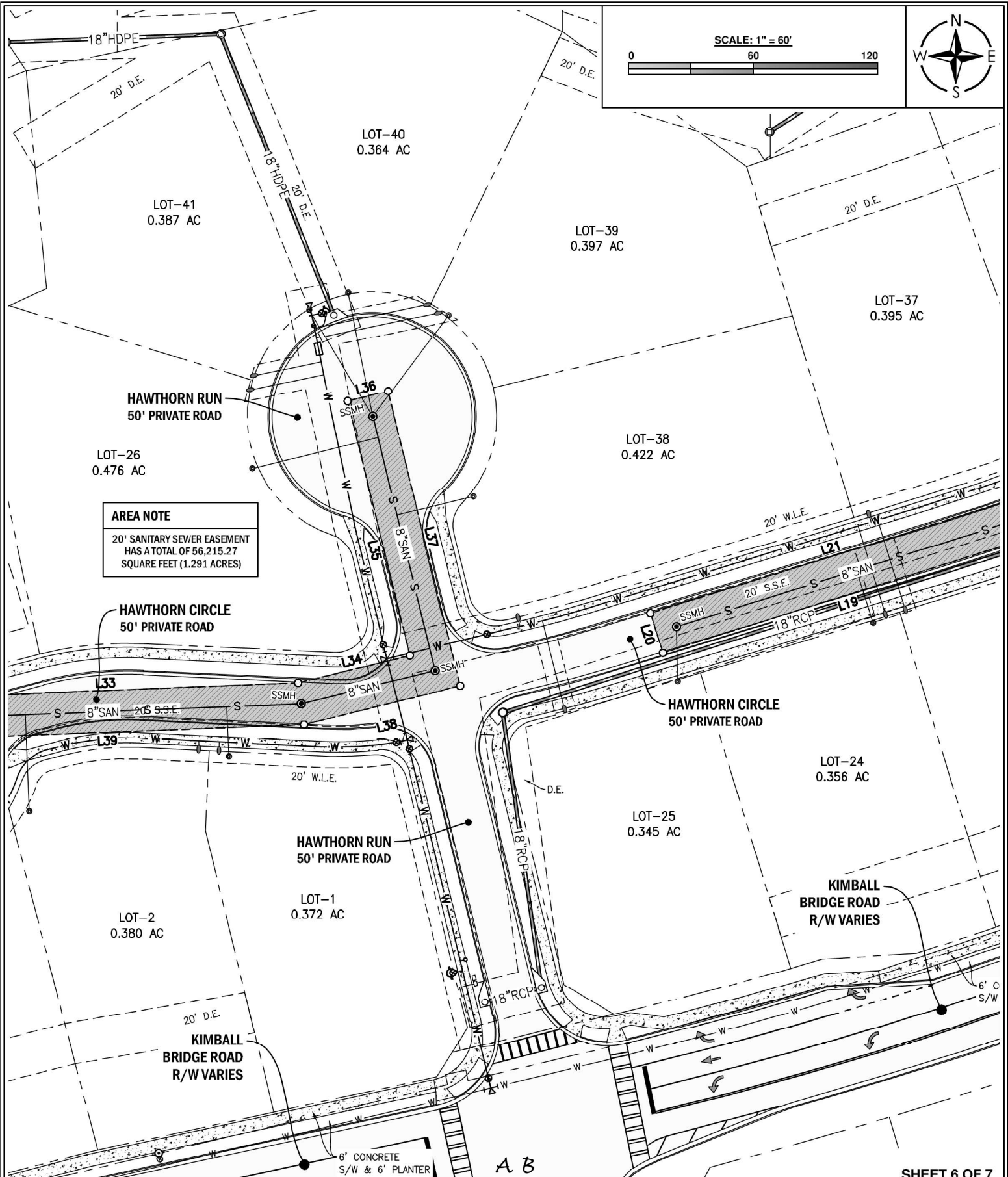
DRAWN BY: JTD

DATE: 10-17-2024

JOB NO.: 2023-180

SCALE: 1" = 60'

SANITARY SEWER EASEMENT EXHIBIT
FOR HAWTHORN SUBDIVISION
 PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC
AND FULTON COUNTY
 LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SEC
 CITY OF ALPHARETTA, FULTON COUNTY, GA



**MAXWELL-REDDICK AND ASSOCIATES
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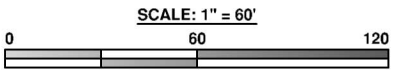
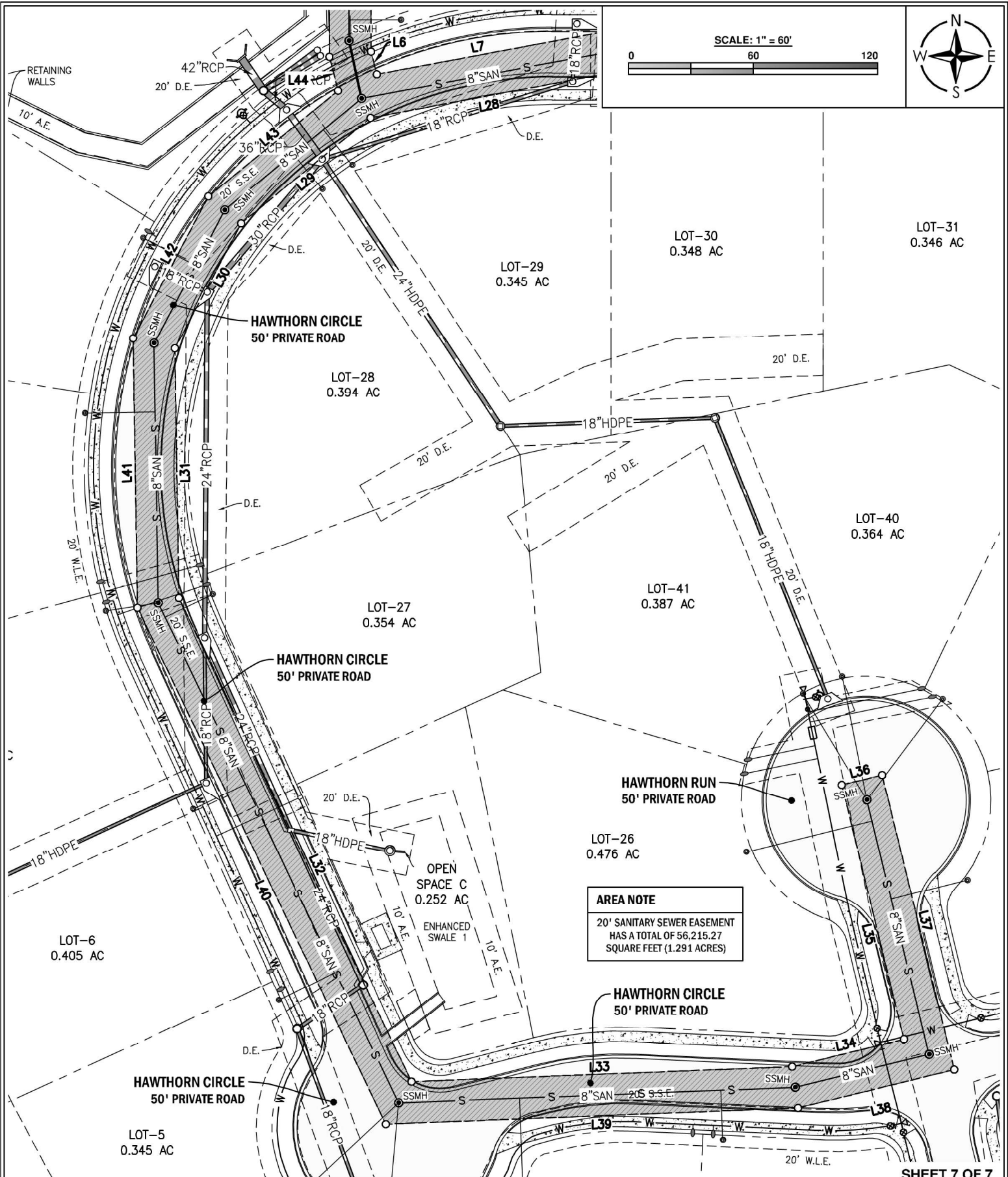
10/31/24

DRAWN BY: JTD
DATE: 10-17-2024
JOB NO.: 2023-180
SCALE: 1" = 60'

**SANITARY SEWER EASEMENT EXHIBIT
FOR HAWTHORN SUBDIVISION
PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC
AND FULTON COUNTY**

LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SEC'
CITY OF ALPHARETTA, FULTON COUNTY, GA

136



AREA NOTE
 20' SANITARY SEWER EASEMENT
 HAS A TOTAL OF 56,215.27
 SQUARE FEET (1.291 ACRES)

SHEET 7 OF 7



MAXWELL-REDDICK AND ASSOCIATES
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 LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SEC
 CITY OF ALPHARETTA, FULTON COUNTY, GA



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0421

Meeting Date: 6/4/2025

Department

Public Works

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

Approval of Memorandum of Agreement (MOA) between Fulton County and the Metropolitan North Georgia Water Planning District (MNGWPD) for continued participation in the District-wide Single-Family Residential Toilet Retrofit program in the total amount of \$15,000.00. Effective for one year upon execution.

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

Emergency Water Conservation Measures (Board Item #07-0889) outlined a three-phase plan designed to encourage customers to reduce water usage. In addition to the three-phase plan, the Board agreed to participate in the toilet retrofit rebate program.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The Department of Public Works recommends approval of a MOA for continued participation in the MNGWPD's Single-family High Efficiency Toilet (HET) Rebate Program as outlined in the MNGWPD's Water Resource Management Plan. The program applies to single-family homes built prior to 1993 and is administered by the MNGWPD in a manner similar to its multi-family toilet rebate program.

On May 1, 2024, the Board of Commissioners approved the 17th MOA with the MNGWPD (Board Item # 24-0290) allowing for Fulton County's continued participation in the District-wide Residential Toilet Retrofit program. Under the 2024 MOA, Fulton County rebated 2 toilets, expended \$170 in total program costs, and realized estimated daily water savings of over 31 gallons. The 2025 MOA represents the 18th and final year Fulton County will participate in the program, as the MNGWPD's requirement for this program sunsets on December 31, 2025.

The current program will provide \$75 rebates to homeowners who replace existing high-water-use toilets with ultra-high-efficiency toilets (UHET) using 1.1 gallons per flush (GPF) or less that have also received the EPA WaterSense certification. Each qualifying homeowner is allowed a maximum rebate of \$150. The Toilet Retrofit Program is administered by the MNGWPD and is a part of the Emergency Water Conservation Measures that were approved by the Board on November 7, 2007. Effective July 1, 2021, high-efficiency toilets (HET) using 1.28 GPF are no longer eligible for rebates.

Community Impact: Since the start of the program, Fulton County has issued 7,595 rebates totaling \$736,700 and has saved an estimated 130,559 gallons per day in water usage for the County. Continued participation in the program will allow Public Works to provide customers with incentives to encourage water conservation and assist in meeting the MNGWPD's goal of 11% reduction in per capita water usage by 2030.

Department Recommendation: The Department of Public Works recommends approval of a Memorandum of Agreement (MOA) for continued participation in the District-wide Single-family Toilet Retrofit program with the MNGWPD.

Project Implications: Discontinuation of the Program could potentially impact Public Works' ability to meet the MNGWPD's goal of 11% reduction in per capita water usage by 2030. Additionally, the implementation of a program to replace older, inefficient toilets with WaterSense labeled high efficiency toilets in single- and multi-family home is a requirement of the MNGWPD Water Resource Management Plan.

Community Issues/Concerns: The Department of Public Works is not aware of any issues/concerns raised by the community.

Department Issues/Concerns: The Department of Public Works does not have any issues or concerns with the agreement.

History of BOC Agenda Item:

Board Items #: 08-0196 (February 20, 2008); 09-0421 (April 15, 2009); 10-0271 (March 3, 2010); 11-0191 (March 2, 2011); 12-0215 (March 21, 2012); 13-0245 (April 5, 2013); 14-0225 (April 2, 2014); 15-0227 (March 18, 2015); 16-0116 (February 17, 2016); 17-0222 (March 15, 2017); 18-0105 (February 21, 2018); 19-0257 (April 10, 2019); 20-0213 (March 18, 2020); 21-0200 (March 17, 2021); 22-0174 (March 16, 2022); 23-0132 (February 15, 2023); 24-0290 (May 1, 2024).

Agenda Item No.: 25-0421

Meeting Date: 6/4/2025

Additional Information:

None.

Fiscal Impact / Funding Source

Funding Line 1:

201-540-5401-1160

**MEMORANDUM OF AGREEMENT
FOR PARTICIPATION IN THE DISTRICT-WIDE
SINGLE FAMILY TOILET RETROFIT PROGRAM**

THIS AGREEMENT is made and entered into as of this _____ day of _____ 20_____, by and between, Fulton County (hereinafter referred to as the “Utility”) and the Metropolitan North Georgia Water Planning District (hereinafter referred to as the “District”) and is in effect as of _____ 20_____.

WITNESSETH:

WHEREAS, the Utility is responsible for developing and implementing a water conservation program within its service area; and

WHEREAS, the District will coordinate and manage a District-wide Toilet Retrofit Program (“the Program”) for single family residential customers by providing administrative services as stated in Duties of the District and

WHEREAS, the Utility desires to participate in the District-wide Program.

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

1. Duties of the Utilities

- a. Follows the administrative procedures developed by the District for the management of the program.
- b. Receives weekly notifications from the District of rebates to be processed and issue rebate credits to customers in a timely manner.
- c. Upon receipt of notification by the District of a customer’s eligibility for the toilet rebate, the Utility will respond to the District within 5 business days with notification of acceptance or rejection of each eligible customer and the reason for rejection.
- d. Answers customer questions about the status of their rebate credits (once their confirmation letters have been received).
- e. Agrees to pay District the processing fee for each toilet approved for rebate.
- f. Promotes the program through link on Utility websites, bill inserts, mailers, and/or other forms of communication.
- g. Verification of toilet installation is optional but would be the responsibility of the Utility.

2. Duties of the District

- a. Provides administrative services to process the rebate applications.
- b. Maintains a website, application form, and reporting database for utilities.
- c. Maintains a telephone number and email address for customer questions about the program and processing applications.
- d. Mails or makes available applications to single family residential customers only.
- e. Receives rebate application from customer and verifies eligibility. Eligibility is determined based on date of home construction, receipt of original toilet purchase receipt, copy of recent water bill in name of applicant and confirmation of eligible toilet model.
- f. Notifies the Utility of rebate amount to credit customer.
- g. Sends a confirmation/rejection letter to each customer.
- h. Provides management reports for Utilities to access on a regular basis.
- i. Invoices the Utility for the \$10.00 administrative fee for each toilet approved for rebate.
- j. Maintains billing accounts and financial records for three years after the completion of this Agreement and provide periodic status updates to the Utilities.
- k. Provides periodic invoices to each participating Utility for administrative fees.

3. Costs Paid by the Utility

The Utility hereby agrees to provide funding of \$_____ for this program for the term of the agreement unless the agreement is terminated at which time the Utility would fund any applications that have been approved by the District and Utility prior to termination. Funding is the total annual amount allocated by the Utility for rebate and administration fees for the term of this Agreement. In the event the Utility meets the previously stated funding amount prior to the expiration of this Agreement, the Utility is no longer obligated to provide rebates or administration fees.

The Utility further agrees that the District will only process rebates for toilets that have received the EPA WaterSense label. Rebates are only eligible for UHET toilets using 1.1 gpf or less with a maximum rebate face value of \$75 per toilet. HET toilets using 1.28 gpf are no longer be eligible for rebates.

Additionally, the Utility agrees that an administrative charge of \$10.00 for each toilet approved for rebate will be charged. A customer can only receive two toilet rebates per property.

4. Payment Method

Utility will pay the \$10.00 administrative fee for each toilet approved for rebate to the District through periodic billings. Rebates will be issued by the Utility to participating Utility customers until the allotted rebate amount for the Utility is exhausted. The Utility may add additional funding at any time during their program participation by amending this Agreement.

5. Term

This Agreement shall become effective as of the date first written above and shall continue in full force and effect until_____. Either party may terminate this Agreement without cause by providing the other party written notice sixty (60) days prior to termination. This Agreement may be amended upon agreement of the parties. In the event of such termination, the Utility shall be obligated to pay all issued rebates and administrative costs associated with rebates approved prior to such termination.

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

UTILITY

Tonya R. Grier
Fulton County
Clerk to the Commission

Robert L. Pitts, Chair
Fulton County
Board of Commission

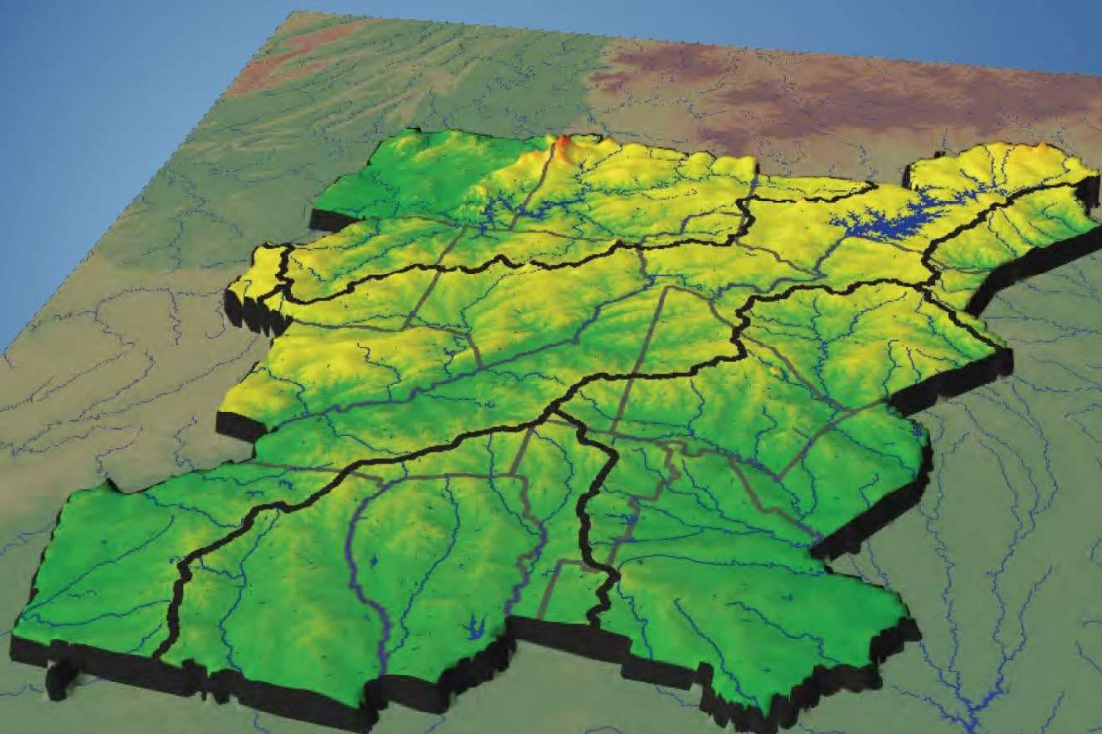
Fulton County
County Attorney

METROPOLITAN NORTH GEORGIA
WATER PLANNING DISTRICT

By: _____
Title: Chairperson

WATER RESOURCES MANAGEMENT PLAN

December 2022



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WSWC-6: TOILET REPLACEMENT PROGRAM

Responsible Party: Local Water Provider

Intent: To reduce indoor water use and speed the conversion of older, inefficient toilets toward WaterSense-labeled high-efficiency toilets in single- and multifamily homes.

Action Item: Implement a program to replace older, inefficient toilets with WaterSense-labeled ultra high-efficiency toilets (UHETs) using 1.1 gallons per flush (gpf) or less in single- and multifamily homes. WaterSense-labeled toilets using 1.28 gpf are no longer eligible for rebates.

Sub-Tasks: Each local water provider shall, until toilet replacement program sunset date of December 31, 2025:

1. Establish a program to replace each year 3.5-gpf or greater toilets in single- and multifamily homes constructed prior to 1994 with WaterSense UHETs.
2. Provide information on opportunities to recycle any toilet being discarded pursuant to the toilet replacement program by linking to the District website or other local resources.

Description and Implementation: Single- and multifamily homes built prior to 1994 may contain inefficient toilets. While new toilets meet high efficiency standards, the replacement of older, inefficient toilets is needed to address existing stock and reduce indoor water use.

Before the 1950s, new toilets typically used 7 gpf. By the end of the 1960s, new toilets typically used 5.5 gpf; in the 1980s, new toilets typically used 3.5 gpf. The federal Energy Policy Act of 1992 required all new toilets use no more than 1.6 gpf by 1994. In 2010, the Georgia Water Stewardship Act required that local governments adopt or amend local ordinances to require, among other things, that all new construction, on or after July 1, 2012, use WaterSense-labeled toilets. WaterSense is a voluntary program of the EPA designed to identify and promote water efficient products and practices. WaterSense-labeled toilets are independently certified to meet rigorous criteria for both performance and efficiency. Today, WaterSense UHETs are increasingly available with efficiency levels of 1.1 gpf or less.

This Action Item calls for a program to replace toilets in single- and multifamily homes constructed prior to 1994 with WaterSense UHETs.

The toilet replacement program must specifically address toilet replacement rather than provide toilet retrofit devices. Local water providers must be able to show that rebates were funded and made publicly available each calendar year to both single-family and multifamily customers. For rebate programs, the District encourages funding levels sufficient to meet all demand, and the District can recommend funding levels for each local water provider upon request based on the District's experience.

Examples of acceptable toilet replacement programs include the following:

- **Rebate incentive program:** Customer receives a water bill credit, cash, or voucher to offset the cost of a new WaterSense UHET to be installed in a pre-1994 single- or multifamily home. Rebates shall be \$75.
- **Direct install program:** Customer exchanges a toilet from pre-1994 single- or multifamily homes for a WaterSense UHET with discounted installation through the local water provider.
- **Other:** Local water providers may create their own programs as long as the program actually results in the replacement of toilets in pre-1994 single- and multifamily homes with WaterSense UHETs. These programs may take a variety of forms, including but not limited to on-bill financing programs

for toilet replacements and programs requiring that toilets using 3.5 gpf or more be replaced as a condition of a customer establishing water service.

If a local water provider chooses to have a single replacement program covering both single- and multifamily homes, funds may be made available on a first come, first served basis.

As a matter of customer service, rebates on 1.28-gpf toilets may still be allowed as a hardship exception when a customer in good faith purchases a dual-flush toilet with one flush at 1.1 gpf or less or uses an outdated paper rebate application form provided by a retailer.

Due to the high value of rebate programs for multifamily homes, it is recommended that the local water provider include an inspection element in any multifamily rebate program to prevent possible fraud. This can be done through a physical inspection or by reviewing billing data post-installation.

The local water provider should provide information on available toilet recycling opportunities. There are recycling facilities in the region that will recycle crushed porcelain for various uses, such as a concrete aggregate or bathroom tile. Many homeowners may not be aware of recycling options when replacing a toilet.

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Resources:

- EPA, WaterSense Toilets, information page, <https://www3.epa.gov/watersense/products/toilets.html>
- MaP Testing Premium Ultra-High-Efficiency Toilet page, [2022-02-02-ALL MaP PREMIUM-HETs.pdf \(map-testing.com\)](#)

WSWC-8: METRO WATER DISTRICT – WATER EFFICIENCY CODE REQUIREMENTS

Responsible Party: Local Government

Intent: To increase indoor and outdoor water efficiency through new requirements adopted as local plumbing code amendments.

Action Item: Each local government shall adopt by January 1, 2024 and thereafter maintain the Metro Water District – Water Efficiency Code Requirements as a local amendment to the Georgia State Minimum Standard Plumbing Code. No modifications may be made to the water efficiency requirements or the effective date.

Description and Implementation: Georgia established itself as a national leader when the state passed the Water Stewardship Act of 2010, which directed the Georgia Department of Community Affairs to set more efficient state-wide minimums for indoor water efficiency. In the past 11 years, new water efficient technologies and standards have been developed, and more efficient technologies have become widely available at comparable prices in the marketplace that increase indoor and outdoor water efficiency.

The indoor fixture efficiency requirements in the Metro Water District – Water Efficiency Code Requirements are based on detailed market research on cost, availability, performance, and customer satisfaction performed by District staff. Other requirements are based on cost-benefit analyses performed during the plan update process. The latest WaterSense standards are included as part of the requirements, and while the EnergyStar program is primarily focused on energy use, it is included in the requirements because it also addresses water use in appliances connected to water sources. The requirements are also consistent with other nation-leading mandatory codes adopted by other states and local governments and other green codes and standards like International Association of Plumbing & Mechanical Officials (IAPMO) 2020 Water Efficiency and Sanitation Standard for the Built Environment, and the International Code Council 700-2020 National Green Building Standard.

Outdoor landscape irrigation often results in excessive water use from overspray, an uneven application of water, or high pressure in the line that can cause leaks. Outdoor water efficiency for landscape irrigation systems can be improved by maintaining optimum pressure with regulators, rain-sensor shutoffs, WaterSense irrigation controllers (non-single-family only), and monitoring the system for high-flow conditions (non-single-family only). There are also design practices that avoid water waste from landscape irrigation systems. These technologies and practices are included as requirements for new landscape irrigation systems as part of the Metro Water District – Water Efficiency Code Requirements. These requirements do not apply to landscape irrigation systems (a) used for agricultural operations as defined in O.C.G.A. § 1-3-3, (b) used for golf courses, and (c) dependent upon a nonpublic water source.

To reduce excessive outdoor water use, the Metro Atlanta Plumbing Code Efficiency requirements also prohibit irrigation with reclaimed water sourced from any new private reclaimed wastewater treatment system except for those irrigating golf courses and agriculture operations.

Local governments must follow the procedural requirements provided in O.C.G.A. § 8-2-25(c) for establishing local requirements that are more stringent than the state minimum standard code.

Need Assistance? Contact the District at TechnicalAssistance@northgeorgiawater.com or visit our website at www.northgeorgiawater.org/technicalassistance.

Resources:

- Metro Water District – Water Efficiency Code Requirements – Local Amendment to Plumbing Code, Model Findings Resolution, and Model Adoption Resolution.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0422

Meeting Date: 6/4/2025

Department

Public Works

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

Request approval of a Memorandum of Agreement (MOA) between Fulton County and the Metropolitan North Georgia Water Planning District (MNGWPD) for continued participation in the District-wide Multi-Family High Efficiency (HET) Toilet Rebate Program administered by the MNGWPD pursuant to the requirements of the MNGWPD's Water Resource Management Plan in the amount of \$15,000.00. Effective for one year upon execution.

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

O.C.G.A. § 12-5-572, et al. established the MNGWPD and charged it with addressing comprehensive water resource management planning from a regional perspective through policies, plans and intergovernmental coordination.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The Department of Public Works recommends approval of a MOA for continued participation in the MNGWPD's Multi-family High Efficiency Toilet Rebate Program as outlined in the MNGWPD's Water Resource Management Plan. The program applies to multi-family homes (e.g. apartments, townhomes, and condominiums) built prior to 1993 and is administered by the

MNGWPD in a manner similar to its single-family toilet rebate program.

On May 1, 2024, the Board of Commissioners approved the 7th MOA with the MNGWPD (Board Item # 24-0291) allowing for Fulton County's participation in the District-wide Multi-Family Toilet Retrofit program. Under the 2024 MOA, no rebates were issued. For 2025, the MNGWPD is continuing its efforts to pursue alternative ways to promote participation in the program. The 2025 MOA represents the 8th and final year Fulton County will participate in the program, as the MNGWPD's requirement for the HET program sunsets on December 31, 2025.

In June 2010, Georgia adopted new standards to require more efficient plumbing fixtures with the Water Stewardship Bill. Starting in July 2012 high efficiency toilets (HETs) that use no more than 1.28 gallons of water per flush are required to be installed in residences. Additionally, the MNGWPD's Water Supply and Water Conservation Plan requires the implementation of a strategy to distribute, install, or provide incentives to replace higher flow fixtures in multi-family properties built in or prior to 1993.

The Multi-family High Efficiency Toilet (HET) Rebate Program provides \$75 rebates to the owners of townhomes, condominiums, and apartment dwellings that replace existing high-water-use toilets with ultra-high-efficiency toilets (UHET) using 1.1 Gallons Per Flush (GPF) or less that have also received the EPA WaterSense certification. Effective July 1, 2021, high efficiency toilets (HET) using 1.28 GPF are no longer eligible for rebates. The maximum rebate amount allowed per property is \$15,000.00. The program is administered by MNGWPD and includes a post-inspection component conducted by the MNGWPD.

Community Impact: Since the start of the program, Fulton County has issued 100 rebates totaling \$8,175 and has saved an estimated 2,939 gallons per day in water usage for the County. Continued participation would allow Public Works to provide customers with incentives to encourage water conservation and assist in meeting the MNGWPD's goal of 11% reduction in per capita water usage by 2030.

Department Recommendation: The Department of Public Works recommends approval of a Memorandum of Agreement (MOA) for the continued participation in the District-wide Toilet Retrofit program for multi-use residences with the MNGWPD.

Project Implications: The implementation of a program to replace older inefficient toilets with WaterSense labeled high efficiency toilets in single- and multi-family home is a requirement of the MNGWPD Water Resource Management Plan. Failure to participate in the program could potentially impact Fulton County's ability to meet the MNGWPD's goal of 11% reduction in per capita water usage by 2030.

Community Issues/Concerns: The Department of Public Works is not aware of any issues/concerns raised by the community.

Department Issues/Concerns: The Department of Public Works does not have any issues or concerns with the agreement.

Agenda Item No.: 25-0422

Meeting Date: 6/4/2025

History of BOC Agenda Item:

Board Item Nos.: 18-0106 (February 21, 2018); 19-0256 (April 10, 2019); 20-0214 (March 18, 2020); 21-0201 (March 17, 2021), 22-0175 (March 16, 2022); 23-0133 (February 15, 2023); 24-0291 (May 1, 2024).

Additional Information:

None.

Fiscal Impact / Funding Source

Funding Line 1:

201-540-5401-1160: Water & Sewer Revenue Fund, Public Works, Professional Services \$15,000.00

**MEMORANDUM OF AGREEMENT
PARTICIPATION IN THE DISTRICT'S MULTI-FAMILY TOILET REBATE
PROGRAM**

THIS AGREEMENT is made and entered into as of this _____ day of _____ 20_____, by and between, _____ Fulton County _____ (hereinafter referred to as the "Utility") and the Metropolitan North Georgia Water Planning District (hereinafter referred to as the "District") and is in effect as of _____ 20____.

WITNESSETH:

WHEREAS, the Utility is responsible for developing and implementing a water conservation program within its service area,

WHEREAS, the District will coordinate and manage a District-wide Multi-Family Toilet Rebate Program ("the Program") for certain multi-family residential customers by providing administrative services as stated in Duties of the District, and

WHEREAS, the Utility desires to participate in the District-wide Program, and

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

1. Duties of the Utilities

- a. Follows the administrative procedures developed by the District for the management of the Program.
- b. Receives weekly notifications from the District of rebates to be processed and issue rebate credits to customers in a timely manner.
- c. Upon receipt of notification by the District of a customer's eligibility for the toilet rebate, the Utility will respond to the District within 5 business days with notification of acceptance or rejection of each eligible customer and the reason for rejection.
- d. Answers customer questions about the status of their rebate credits (once their confirmation letters have been received).
- e. Agrees to pay District the administrative charge for each application approved for rebate.
- f. Promotes the Program through a link on the Utility's website, bill inserts, mailers, and/or other forms of communication.
- g. On site verification of toilet installation is optional but would be the responsibility of the Utility.

2. Duties of the District

- a. Provides administrative services to process pre-approvals, rebate applications, and post-installation verification, which includes a virtual inspection of select toilets at each customer location when technically feasible.
- b. Maintains a website, pre-approval and application forms, and reporting database for utilities.

- c. Maintains a telephone number and email address for customer questions about the Program and processing applications.
- d. Makes available applications to multi-family residential customers only.
- e. Receives rebate application from customer and verifies eligibility. To be eligible, applicants must at a minimum (i) own or represent the owners of a multi-family residential building (no institutional or commercial buildings) on a master meter and built prior to 1994, (ii) plan to install a tank-type toilet (not flush-valve toilets), (iii) be current on their water bill, (iv) be applying to replace at least 30 toilets but not more than _____, and (v) obtain preapproval, install the new toilets, and schedule post-installation verification within a 90-day period.
- f. Inspect and approve new toilets in a post-installation virtual inspection with customer.
- g. Notifies the Utility of rebate amount to credit customer.
- h. Sends a confirmation/rejection letter to each customer.
- i. Provides management reports for Utilities to access on a regular basis.
- j. Invoices the Utility for the per-application administrative charges.
- k. Maintains billing accounts and financial records for three years after the completion of this Agreement and provide periodic status updates to the Utilities.

3. Costs Paid by Utility

The Utility hereby agrees to provide funding of \$ _____ for this program for the term of the agreement unless the agreement is terminated at which time the Utility would fund any applications that have been approved by the District and Utility prior to termination. Funding is the total annual amount allocated by the Utility for rebate and administration fees for the term of this Agreement. In the event the Utility meets the previously stated funding amount prior to the expiration of this Agreement, the Utility is no longer obligated to provide rebates or administration fees.

The Utility further agrees that the District will only process rebates for toilets that have received the EPA WaterSense label. The Utility further agrees that the District will only process rebates for toilets that have received the EPA WaterSense label. Rebates are only eligible for UHET toilets using 1.1gpf or less with a maximum rebate face value of \$75 per toilet. HET toilets using 1.28 gpf are no longer be eligible for rebates.

Additionally, the Utility agrees that an administrative charge of \$400 for rebate applications covering 30 to 90 toilets and \$675 for rebate applications covering 91 or more toilets.

4. Payment Method

Utility will pay administrative charges to the District through periodic billings. Rebates will be issued by the Utility to participating Utility customers until the allotted rebate amount for the Utility is exhausted. The Utility may add additional funding at any time during their Program participation by amending this Agreement.

5. Term

This Agreement shall become effective as of the date first written above and shall continue in

full force and effect until_____. Either party may terminate this Agreement without cause by providing the other party written notice sixty (60) days prior to termination. This Agreement may be amended upon agreement of the parties. In the event of such termination, the Utility shall be obligated to pay all issued rebates and administrative charges associated with rebates approved prior to such termination.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

Tonya R. Grier
Fulton County
Clerk to the Commission

Robert L. Pitts, Chair
Fulton County
Board of Commission

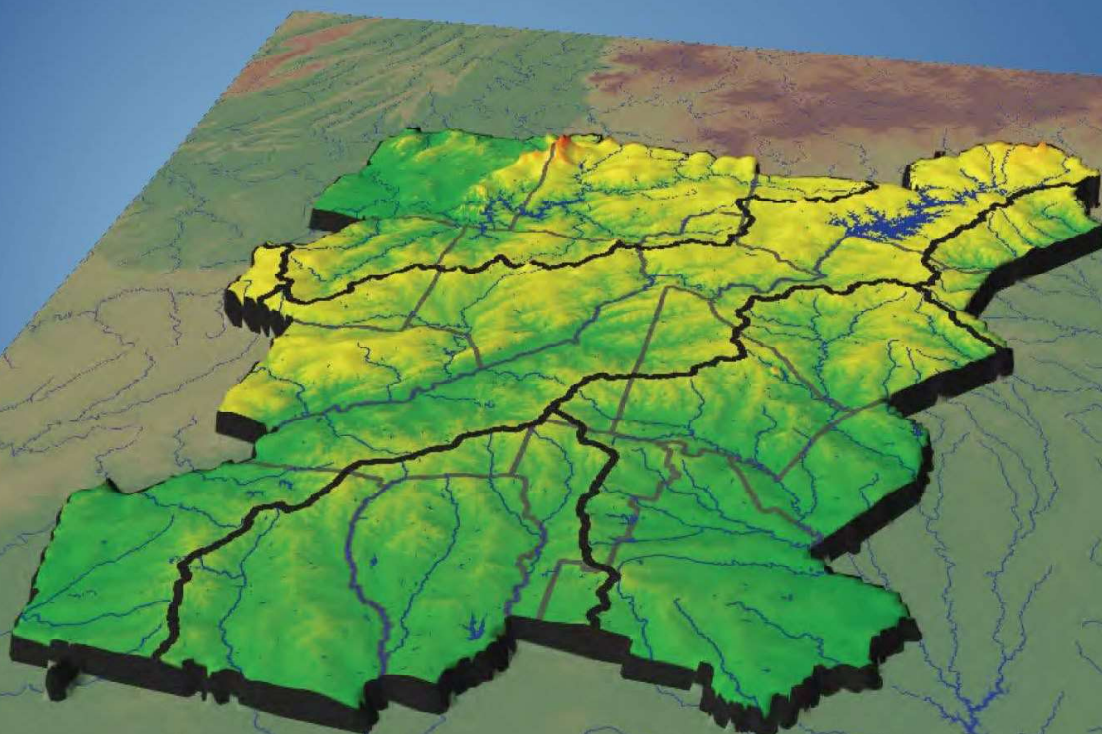
Fulton County
County Attorney

METROPOLITAN NORTH GEORGIA
WATER PLANNING DISTRICT

By: _____
Title: Chairperson

WATER RESOURCES MANAGEMENT PLAN

December 2022



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Responsible Party: Local Water Provider

Intent: To reduce indoor water use and speed the conversion of older, inefficient toilets toward WaterSense-labeled high-efficiency toilets in single- and multifamily homes.

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Resources:

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Responsible Party: Local Government

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Outdoor landscape irrigation often results in excessive water use from overspray, an uneven application of water, or high pressure in the line that can cause leaks. Outdoor water efficiency for landscape irrigation systems can be improved by maintaining optimum pressure with regulators, rain-sensor shutoffs, WaterSense irrigation controllers (non-single-family only), and monitoring the system for high-flow conditions (non-single-family only). There are also design practices that avoid water waste from landscape irrigation systems. These technologies and practices are included as requirements for new landscape irrigation systems as part of the Metro Water District – Water Efficiency Code Requirements. These requirements do not apply to landscape irrigation systems (a) used for agricultural operations as defined in O.C.G.A. § 1-3-3, (b) used for golf courses, and (c) dependent upon a nonpublic water source.

To reduce excessive outdoor water use, the Metro Atlanta Plumbing Code Efficiency requirements also prohibit irrigation with reclaimed water sourced from any new private reclaimed wastewater treatment system except for those irrigating golf courses and agriculture operations.

Local governments must follow the procedural requirements provided in O.C.G.A. § 8-2-25(c) for establishing local requirements that are more stringent than the state minimum standard code.

Need Assistance? Contact the District at TechnicalAssistance@northgeorgiawater.com or visit our website at www.northgeorgiawater.org/technicalassistance.

Resources:

- Metro Water District – Water Efficiency Code Requirements – Local Amendment to Plumbing Code, Model Findings Resolution, and Model Adoption Resolution.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0423

Meeting Date: 6/4/2025

Department

Public Works

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

Request approval of a Resolution authorizing Fulton County to accept a Georgia Department of Transportation (GDOT) contract and funding for costs associated with the Customs and Border Protection Facility at the Fulton County Executive Airport - Charlie Brown Field, when the contract is delivered to Fulton County; authorizing the Chairman to execute the contract with GDOT and related documents; authorizing the County Attorney to approve the contract and related documents as to form and to make necessary modifications thereto prior to execution. Effective upon approval.

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

GA CONST Art. 9,3, I provides that the County may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide. O.C.G.A. 36-10-1 provides that all official contracts entered into by the County governing authority with other persons on behalf of the County shall be in writing and entered on its minutes.

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

Infrastructure and Economic Development

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work:

As part of the August 2024 Grants Activity report (BOC #24-0586), the Board of Commissioners approved accepting federal and state funding grant (which has now been confirmed to be in the amount of \$2,833,000.00) from the Georgia Department of Transportation (GDOT) to be used towards the construction of the Customs and Border Protection Facility on the airfield of the Fulton County Executive Airport. Federal funds will cover \$2,633,000.00 of this grant with an additional \$200,000.00 coming from state funds. Fulton County will be responsible for at least 10% (currently \$283,000.00) of the remaining cost to construct this facility.

GDOT is looking to encumber their committed funds before the end of their fiscal year. Therefore, GDOT has requested that Fulton County execute the attached Resolution.

Community Impact:

The planned Customs and Border Protection Facility will be located on current Executive Airport property and should not impact the surrounding community.

Department Recommendation:

The Department of Public Works recommends adoption of the attached Resolution, a draft of which was provided by GDOT and edited by the County Attorney's Office.

Project Implications:

Without federal and state funds, Fulton County would be responsible for 100% of the cost to construct this facility. Therefore, it is in Fulton County's best interest to accept the funds and execute the Resolution.

Community Issues/Concerns:

None have been identified by the Community.

Department Issues/Concerns:

Public Works does not know of any issues or concerns with the proposed Resolution.

Fiscal Impact / Funding Source**Funding Line 1:**

N/A

1 **RESOLUTION AUTHORIZING FULTON COUNTY'S ACCEPTANCE AND**
2 **EXECUTION OF A CONTRACT AND FUNDING FROM THE GEORGIA**
3 **DEPARTMENT OF TRANSPORTATION FOR THE COSTS ASSOCIATED WITH A**
4 **CUSTOMS AND BORDER PROTECTION FACILITY AT THE FULTON COUNTY**
5 **EXECUTIVE AIRPORT - CHARLIE BROWN FIELD; AND FOR OTHER PURPOSES.**
6

7 **WHEREAS**, the Fulton County Board of Commissioners desires to make
8 improvements to the Fulton County Executive Airport - Charlie Brown Field by soliciting
9 and receiving bids to construct a Customs and Border Protection Facility; and

10 **WHEREAS**, the Georgia Department of Transportation (GDOT) has notified
11 Fulton County that the Fulton County Board of Commissioners will receive a contract
12 from GDOT to provide reimbursement for the costs associated with the above noted
13 project, up to a maximum amount of \$2,833,000.00, of which up to \$2,633,000.00 will
14 be federal funds and up to \$200,000.00 will be state funds, along with a required Fulton
15 County match of at least 10% (\$283,000.00); and

16 **WHEREAS**, the Fulton County Board of Commissioners has in place or will enter
17 into separate contracts with capable contractors to provide the services required for
18 completion of the Customs and Border Protection Facility; and

19 **WHEREAS**, as a condition of GDOT formally providing the federal and state
20 funding for the project, GDOT requires the governing authority of Fulton County to adopt
21 a resolution accepting the state and federal funding allotment and authorizing its
22 officials to execute the contract from GDOT providing the funding to Fulton County,
23 when the same is presented.

24 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
25 Commissioners hereby accepts the federal and state funding allotment and the funding
26 contract when they are presented to Fulton County from the Georgia Department of
27 Transportation (GDOT) for the construction of a Customs and Border Protection Facility
28 at the Fulton County Executive Airport - Charlie Brown Field.

29 **BE IT FURTHER RESOLVED**, that the Fulton County Board of Commissioners
30 hereby authorizes a funding match for the GDOT contract in the amount of at least ten
31 percent (10%), currently \$283,000.00, or more as the cost of the project may require,
32 from available budgeted funds.

BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners is hereby authorized to execute the funding contract from GDOT and related documents to provide federal and state funding for the construction of a Customs and Border Protection Facility at the Fulton County Executive Airport - Charlie Brown Field.

BE IT FURTHER RESOLVED, that the County Attorney is hereby authorized to approve the funding contract from GDOT and related documents as to form, to make such other or additional modifications as are necessary to protect the County's interests prior to execution by the Chairman, and to execute the funding contract.

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

SO PASSED AND ADOPTED, this _____ day of _____ 2025.

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.: 25-0424

Meeting Date: 6/4/2025

Department

Juvenile Court

Requested Action

Request approval of a subaward contract - Fulton County Juvenile Court (FCJC), 15PJDP-23-GK-06141-TITL, OJJDP FY 2023 Building Local Continuums of Care to Support Youth Success in the amount up to \$128,833.00 with Georgia State University (GSU) (Atlanta, GA) to conduct all data collection, analysis, and reporting to identify needed resources for delinquency prevention for at-risk and justice-involved youth. Effective January 01, 2024, through December 31, 2024 with automatic renewal contingent upon funding through June 30, 2025 and options to renew contingent upon grant extension. This contract is 100% grant funded. No county funding is required.

Requirement for Board Action

In accordance with State of Georgia O.C.G.A. §36-10-1, request for approval of contractual agreements shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background FCJC will implement the Fulton County Youth Intervention Planning program (YIP) that will convene the Planning Council of Community Stakeholders (PCCS) to: (i) identify and evaluate current intervention programs for youth (ages 12-17) within Fulton County that are aimed to reduce involvement with the justice system; (ii) identify strategies for cost savings and opportunities for impact reinvestments into programs and initiatives with proven results; and (iii) establish a continuum of care framework that supports the decarceration and diversion of at-risk

youth within the service area. The PCCS will be led by Dr. Volkan Topalli, an expert on urban violence, drug markets, youth crime, and community crime prevention and a Professor of Criminal Justice and Criminology at the Andrew Young School of Policy Studies at GSU. The GSU research team will implement a 3-phase approach to include interviews with at-risk and justice-involved youth and their families, community-based service providers currently receiving referrals from FCJC, and additional community-based organizations that have not yet been vetted by the Court but are providing known impacts to the community. Additional quantitative data analyses will follow the Cardiff Violence Program Model and will include geographically identified trend data from Fulton County and constituent municipality agencies and administrative data from FCJC.

The final deliverables include: (1) an asset map of all identified resources and programs within the County; (2) an internet dashboard/database to be used by FCJC and Fulton County citizens to locate much-needed effective service providers within communities throughout the County; (3) a final report with findings from all program evaluations that identifies strengths and areas for improvement; and (4) an online training curriculum to increase the capacity of community-based service providers to collect, analyze, and report participant data to increase fund development efforts and long-term sustainability. Intended beneficiaries include Fulton County agencies and citizens, along with other jurisdictions throughout the State that could implement a similar method of establishing an effective continuum of care for at-risk and justice-involved youth and their families.

Scope of Work: FCJC seeks to further its mission to rehabilitate children and restore families through the work of this grant which will allow the Court to: (1) increase provider capacity; (2) expand network of programs and (3) support better outcomes. FCJC in partnership with GSU will produce an asset map of all identified resources and programs within the County, an internet dashboard/database to be used by FCJC and Fulton County citizens to locate much-needed effective service providers within communities throughout the County; a final report with findings from all program evaluations that identifies strengths and areas for improvement; an online training curriculum to increase the capacity of community-based service providers to collect, analyze, and report participant data to increase fund development efforts and long-term sustainability. Dr. Topalli and his research team of 2 doctoral students and one additional professor will convene the Planning Council of Community Stakeholders (PCCS) to: (i) Identify and evaluate current intervention programs for youth (ages 12-17) within Fulton County that are aimed to reduce involvement with the justice system; (ii) Identify strategies for cost savings and opportunities for impact reinvestments into programs and initiatives with proven results; and (iii) Establish a continuum of care framework that supports the decarceration and diversion of at-risk youth within the service area. The GSU research team will implement a 3-phase approach to include interviews with at-risk and justice-involved youth and their families, community-based service providers currently receiving referrals from FCJC, and additional community-based organizations that have not yet been vetted by the Court but are providing known impacts to the community. Additional quantitative data analyses will follow the Cardiff Violence Program Model and will include geographically identified trend data from Fulton County and constituent municipality agencies and administrative data from FCJC.

Community Impact: The creation of a database of all vetted service providers that can be used by FCJC and more broadly, by Fulton County citizens.

Department Recommendation: FCJC recommends the contract with GSU be approved so Dr. Volkan Topalli, a Professor of Criminal Justice and Criminology at the Andrew Young School of Policy Studies at GSU and his team of 2 doctoral students and an additional professor can conduct all the data collection, analysis and reporting. Additionally, they will conduct geographically based asset mapping, interviews with youth, parents and community stakeholders and all quantitative and qualitative analysis related to the data collection.

Project Implications: No future implications exist.

Community Issues/Concerns: No issues have been raised and there are no concerns.

Department Issues/Concerns: FCJC does not have any concerns.

Contract Modification

New Procurement

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

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

Exhibit 1: Juvenile Court Award Package OJJDP Continuum of Care Grant

Exhibit 2: November 2023 Grants Activity Report

Exhibit 3: Subaward Contract

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

Cicely Barber, Chief Administrator Officer, Fulton County Juvenile Court, 404-613-4681

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:

Previous Adjustments: N/A

This Request: \$128,833.00

TOTAL: \$128,833.00

Grant Information Summary

Amount Requested:	\$128,833.00	<input type="checkbox"/>	Cash
Match Required:	0	<input type="checkbox"/>	In-Kind
Start Date:	January 01, 2024	<input checked="" type="checkbox"/>	Approval to Award
End Date:	June 30, 2025	<input type="checkbox"/>	Apply & Accept
Match Account \$:	0		

Fiscal Impact / Funding Source**Funding Line 1:**

461-405-BLC1-1160: Grants, Juvenile Court, Professional Services

Key Contract Terms	
Start Date: 1/1/2024	End Date: 6/30/2025
Cost Adjustment: 0	Renewal/Extension Terms: 1

Overall Contractor Performance Rating: N/A**Would you select/recommend this vendor again?**

Yes

Report Period Start:	Report Period End:
1/1/2024	6/30/2025



Department of Justice (DOJ)

Office of Justice Programs

Office of Juvenile Justice Delinquency Prevention

Washington, D.C. 20531

Name and Address of Recipient:	COUNTY OF FULTON 141 PRYOR ST SW
City, State and Zip:	ATLANTA, GA 30303
Recipient UEI:	J3Y1XYZYUFQ5
Project Title: Fulton County Youth Intervention Planning program (YIP)	Award Number: 15PJDP-23-GK-06141-TITL
Solicitation Title: OJJDP FY 2023 Building Local Continuums of Care to Support Youth Success	
Federal Award Amount: \$450,000.00	Federal Award Date: 2/16/24
Awarding Agency:	Office of Justice Programs Office of Juvenile Justice Delinquency Prevention CA
Funding Instrument Type:	CA
Opportunity Category: D	
Assistance Listing: 16.548 - Delinquency Prevention Program	
Project Period Start Date: 1/1/24	Project Period End Date: 6/30/25
Budget Period Start Date: 1/1/24	Budget Period End Date: 6/30/25
Project Description: Fulton County Juvenile Court (FCJC), in partnership with additional supporting Fulton County agencies and engaged community partners from all sectors, will implement the Fulton County Youth Intervention Planning program (YIP) that will convene the Planning Council of Community Stakeholders (PCCS) to: (i) identify and evaluate current intervention programs for youth (ages 12-17) within Fulton County that are aimed to reduce involvement with the justice system; (ii) identify strategies for cost savings and opportunities for impact reinvestments into programs and initiatives with proven results; and (iii) establish a continuum of care framework that supports the decarceration and diversion of at-risk youth within the service area. The PCCS will be led by Dr. Volkan Topalli, an expert on urban violence, drug markets, youth crime, and community crime prevention and a Professor of Criminal Justice and Criminology at the Andrew Young School of Policy Studies at Georgia State University (GSU). The GSU research team will implement a 3-phase approach to include interviews with at-risk and justice-involved youth and their families, community-based service providers currently receiving referrals from FCJC, and additional community-based organizations that have not yet been vetted by the Court but are providing known impacts to the community. Additional quantitative data analyses will follow the Cardiff Violence Program Model and will include geographically identified trend data from Fulton County and constituent municipality agencies and administrative data from FCJC. The final deliverables include: (1) an asset map of all identified resources and programs within the County; (2) an internet dashboard/database to be used by FCJC and Fulton County citizens to locate much-needed effective service providers within communities throughout the County; (3) a final report with findings from all program evaluations that identifies strengths and areas for improvement; and (4) an online training curriculum to increase the capacity of community-based service providers to collect, analyze, and report participant data to increase fund development efforts and long-term sustainability. Intended beneficiaries include Fulton County agencies and citizens, along with other jurisdictions throughout the State that could implement a similar method of establishing an effective continuum of care for at-risk and justice-involved youth and their families.	

Award Letter

February 16, 2024

Dear Sharon Whitmore,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by COUNTY OF FULTON for an award under the funding opportunity entitled 2023 OJJDP FY 2023 Building Local Continuums of Care to Support Youth Success. The approved award amount is \$450,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Amy Solomon

Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

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

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

February 5, 2024

15PJDP-23-GK-06141-TITL

NEPA determination: Categorical Exclusion

The OJJDP FY 2023 Building Local Continuums of Care to Support Youth supports communities in conducting planning and assessment activities that will inform the development of a community-based continuum of promising and evidence-based prevention and intervention services that will serve as a strong foundation for preventing youth from entering the juvenile justice system, diverting them from moving deeper into the system (i.e., detention and corrections) and ultimately providing them with the skills they need to lead productive, safe, healthy, and law-abiding lives. The Building Local Continuums of Care to Support Youth Success initiative will provide funding to state and local jurisdictions that have high rates of youth incarceration to develop a continuum of care that includes a focus on positive youth development, prevention, diversion, and treatment services.

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

(1) New construction

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

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

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

(5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

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

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

Questions about this determination may be directed to your grant manager or Lou Ann Holland, Environmental Coordinator for the Office of Juvenile Justice and Delinquency Prevention.

NEPA Coordinator		
First Name	Middle Name	Last Name
Lou Ann		Holland

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
COUNTY OF FULTON

UEI
J3Y1XYZYUFQ5

Street 1 141 PRYOR ST SW	Street 2
City ATLANTA	State/U.S. Territory Georgia
Zip/Postal Code 30303	Country United States
County/Parish	Province

Award Details	
Federal Award Date 2/16/24	Award Type Initial
Award Number	Supplement Number

Federal Award Amount

\$450,000.00

Funding Instrument Type

CA

**Assistance Listing
Number**

16.548

Assistance Listings Program Title

Delinquency Prevention Program

Statutory Authority

Categories 1 and 2: Pub. L. No. 117-103, 136 Stat. 49, 127; Pub. L. No. 117-328, 136 Stat. 4459, 4537 and 4538

[X]

*I have read and understand the information presented in this section of the Federal Award Instrument.***Project Information****This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.****Solicitation Title**2023 OJJDP FY 2023 Building Local Continuums of
Care to Support Youth Success**Awarding Agency**

OJP

Program Office

OJJDP

Application Number

GRANT13981200

Grant Manager Name

Jennifer Easton

Phone Number[202-598-3606](tel:202-598-3606)**E-mail Address**

Jennifer.Easton@usdoj.gov

Project Title

Fulton County Youth Intervention Planning program (YIP)

Performance Period Start**Date**

01/01/2024

Performance Period End Date

06/30/2025

Budget Period Start Date

01/01/2024

Budget Period End Date

06/30/2025

Project Description

Fulton County Juvenile Court (FCJC), in partnership with additional supporting Fulton County agencies and engaged community partners from all sectors, will implement the Fulton County Youth Intervention Planning program (YIP) that

will convene the Planning Council of Community Stakeholders (PCCS) to: (i) identify and evaluate current intervention programs for youth (ages 12-17) within Fulton County that are aimed to reduce involvement with the justice system; (ii) identify strategies for cost savings and opportunities for impact reinvestments into programs and initiatives with proven results; and (iii) establish a continuum of care framework that supports the decarceration and diversion of at-risk youth within the service area. The PCCS will be led by Dr. Volkan Topalli, an expert on urban violence, drug markets, youth crime, and community crime prevention and a Professor of Criminal Justice and Criminology at the Andrew Young School of Policy Studies at Georgia State University (GSU). The GSU research team will implement a 3-phase approach to include interviews with at-risk and justice-involved youth and their families, community-based service providers currently receiving referrals from FCJC, and additional community-based organizations that have not yet been vetted by the Court but are providing known impacts to the community. Additional quantitative data analyses will follow the Cardiff Violence Program Model and will include geographically identified trend data from Fulton County and constituent municipality agencies and administrative data from FCJC. The final deliverables include: (1) an asset map of all identified resources and programs within the County; (2) an internet dashboard/database to be used by FCJC and Fulton County citizens to locate much-needed effective service providers within communities throughout the County; (3) a final report with findings from all program evaluations that identifies strengths and areas for improvement; and (4) an online training curriculum to increase the capacity of community-based service providers to collect, analyze, and report participant data to increase fund development efforts and long-term sustainability. Intended beneficiaries include Fulton County agencies and citizens, along with other jurisdictions throughout the State that could implement a similar method of establishing an effective continuum of care for at-risk and justice-involved youth and their families.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

2

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

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications

submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

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

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

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

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

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

3

Effect of failure to address audit issues

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

4

Applicability of Part 200 Uniform Requirements

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

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

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

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

recipient is to contact OJP promptly for clarification.

5

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

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

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

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

6

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

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

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

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

7

Requirements related to "de minimis" indirect cost rate

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

8

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

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

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

Requirement for data on performance and effectiveness under the award

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

Compliance with DOJ Grants Financial Guide

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

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

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

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Determination of suitability to interact with participating minors

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

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

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

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

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

Employment eligibility verification for hiring under the award

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

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

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

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

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

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

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

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

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

4. Rules of construction

A. Staff involved in the hiring process

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

B. Employment eligibility confirmation with E-Verify

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

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

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

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

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website

(<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

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

15

Encouragement of policies to ban text messaging while driving

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

16

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

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

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

17

Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

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

18

OJP Training Guiding Principles

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

19

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

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

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

20

Requirement to report potentially duplicative funding

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

21

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period

of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

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

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

22

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

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

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

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

23

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

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

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

24

Potential imposition of additional requirements

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

25

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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of

PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

26

Requirements related to System for Award Management and Universal Identifier Requirements

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

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

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

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

27

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

28

Restrictions on "lobbying"

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

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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

29

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for

authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

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

30

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

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

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

31

Limit on use of grant funds for grantees' employees' salaries

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

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

32

All electronic and information technology materials developed or maintained under this award must be compliant with Section 508 of the Rehabilitation Act of 1973. Please refer to www.section508.gov for more detail.

33

The award recipient must attend a cross-site grantee meeting of up to 3 days, sponsored by the Office of Juvenile Justice and Delinquency Prevention (OJJDP), in each year of the project period at a location to be determined by OJJDP.

34

Cooperating with OJP Monitoring

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

35

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

36

The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 120 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov/>

37

OJJDP - Web Site Notice of Federal Funding and Disclaimer

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

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

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

38

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

39

Justification of consultant rate

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

40

Copyright; Data rights

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

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first

produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

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

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

41

OJJDP- Printing and Publications

The recipient shall submit to OJJDP a copy of all interim and final reports and proposed publications (including those prepared for conferences, journals, and other presentations) resulting from this award, for review and comment prior to publishing. Any publication produced with grant funds must contain the following statement: "This project was supported by Grant # () awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice. All reports and products may be required to display the OJJDP logo on the cover (or other location) with the agreement of OJJDP. OJJDP defines publications as any planned, written, visual or sound materials substantively based on the project, formally prepared by the award recipient for dissemination to the public.

42

The Project Director and/or any other key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved by OJP, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. Changes in program personnel, other than key personnel, require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

43

Statement of Federal Involvement:

Due to the substantial Federal involvement contemplated in completion of this project, the Office of Juvenile Justice and Delinquency Prevention (OJJDP) has elected to enter into a cooperative agreement rather than a grant. This decision is based on OJP and OJJDP's ongoing responsibility to assist and coordinate projects that relate to the funded activities. OJP and OJJDP will provide input and re-direction to the project, as needed, in consultation with the recipient, and will actively monitor the project by methods including, but not limited to, ongoing contact with the recipient. In meeting programmatic responsibilities, OJP, OJJDP, and the recipient will be guided by the following principles: responsibility for the day-to-day operations of this project rests with the recipient in implementation of the recipient's approved proposal, the recipient's approved budget, and the terms and conditions specified in this award. Responsibility for general oversight and redirection of the project, if necessary, rests with OJJDP. In addition to its programmatic reporting requirements, the recipient agrees to provide necessary information as requested by OJP and OJJDP. Information requests may include, but are not limited to, specific submissions related to: performance, including measurement of project outputs/outcomes; meeting performance specifications; developmental decision points; changes in project scope or personnel; budget modifications; and/or coordination of related projects.

44

Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

1) name of event;

- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the DOJ Financial Guide Conference Cost Chapter.

45

The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either -- (1) the recipient submits to OJP a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OJP in writing of both its eligibility and its election.

The financial review of the budget for this award is pending. If the OJP Office of the Chief Financial Officer (OCFO) determines as part of its financial review that the recipient already has submitted the documentation concerning indirect costs described above, this condition will be released through a Grant Award Condition Modification (ACM) upon completion of the OCFO final budget review.

If the OJP OCFO instead determines as part of its financial review that the recipient has not yet submitted the required documentation concerning indirect costs, this condition will not be released until OJP (including its OCFO) receives and reviews a satisfactory submission.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

Assistant Attorney General

Name of Approving Official

Amy Solomon

Signed Date And Time

2/14/24 3:34 PM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
CFO

Name of Authorized Entity Official
Sharon Whitmore

Signed Date And Time
2/21/2024 5:07 PM



FULTON COUNTY FY2023 GRANTS ACTIVITY REPORT November 2023

Presented to:
Fulton County Board of Commissioners
Wednesday, December 20, 2023
Recess Meeting

Provided by: Fulton County Finance Department, Grants Administration Division



Exhibit 1: Board Grants Ratification Summary

Grants Submitted and/or Awarded November 1, 2023 - November 30, 2023

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

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY**Fulton County FY2023 November Grants Activity Report**

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

Grant Applications Submitted and/or Awarded November 1, 2023 Through November 30, 2023 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
JUSTICE AND SAFETY							
District Attorney	Criminal Justice Coordinating Council	S.T.O.P Violence Against Women Act - Court Programs	Request approval to apply and accept a new grant from the Criminal Justice Coordinating Council in the amount of \$175,000.00 to support the Victims of Violence Court Program. The funding will pay salary and benefits for one (1) Project Manager and a consultant, who will develop a plan and provide a feasibility study for the Domestic Violence Court and Family Justice Center. The grant period is January 1, 2024 through December 31, 2024. No County Cash Match	\$ 175,000.00	\$ -	Pending	N/A
District Attorney	Criminal Justice Coordinating Council	S.T.O.P Violence Against Women Act - Court Programs	Request approval to apply and accept a new grant from the Criminal Justice Coordinating Council in the amount of \$150,000.00 to support Victims of Violence Court Program. The funds will pay for salaries and benefits for two (2) Victim Witness Advocates., who will support victims through the pre and post indictment process by navigating them through the criminal justice process. The grant period is January 1, 2024 through December 31, 2024. No County Cash Match	\$ 150,000.00	\$ -	Pending	N/A
District Attorney	U.S Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)	Alcohol, Tabaco, Firearms and Explosives (ATF) Taskforce	Request approval to accept a Memorandum of Understanding between the U.S. Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and Fulton County District Attorney Office in the amount of \$20,707.50. The grant will be used to cover overtime reimbursement for staff that participates on the Alcohol, Tobacco, Firearms and Explosives (ATF) Taskforce. This is a \$2,962.50 increase for this year MOU amount. No County Cash Match	\$ 20,707.50	\$ -	Awarded	\$ 17,745.00
Juvenile Court	U.S. Department of Justice-Office of Justice Programs	Building Local Continuums of Care to Support Youth Success	Request approval to apply and accept a new grant in the amount of \$425,000.00 from U.S. Department of Justice-Office of Justice Programs. Funding will be used for research and to assess promising and evidence-based prevention and intervention services information. This data will be used for the development of a local community-based continuum of care to support youth success. The local continuum of care will be used to support teens who are at risk of becoming or already involved in the juvenile justice system. The grant period is January 1, 2024 through July 1, 2025. No County Cash Match	\$ 425,000.00	\$ -	Pending	N/A
Sheriff	U.S. Department of Justice-Office of Justice Programs	Justice Reinvestment Initiative National Training & Technical Assistance	Request approval to apply and accept a new grant in the amount of \$231,894.00 from U.S. Department of Justice-Office of Justice Programs. The funding will pay for salaries and benefits for one (1) Management Program Analyst III and one (1) Inmate Advocate staff. This funding will allow for training and technical assistance for the justice reinvestment site-based initiatives such as Fulton County Sheriff's Office Inmate Advocacy Unit, which helps inmates at the Fulton County Jail to navigate through the Fulton County Court System. No County Cash Match	\$ 231,894.00	\$ -	Pending	N/A
Solicitor	University of Georgia - School of Public and International Affairs	Solicitor General's Bulldog Internship Program	Request approval to accept a repeat grant from the University of Georgia in the amount of \$24,000.00. Funding will be used to reimburse interns, who will be selected to participate in the Solicitor General's Bulldog Internship Program. Interns will be engaged to complete projects related to law, government, and public policy. Interns will earn \$16.00 per hour, up to 240 hours for a maximum reimbursement of \$3,840.00 per intern. A required cash match of \$24,000.00 is available in the department's budget. The grant period is January 1, 2024 through July 31, 2024. County Cash Match: \$24,000.00	\$ 24,000.00	\$ 24,000.00	Awarded	\$24,000.00
Subtotal:				\$ 1,026,601.50	\$ 24,000.00		
HEALTH AND HUMAN SERVICES							
ARTS AND LIBRARIES							

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY**Fulton County FY2023 November Grants Activity Report**

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

Grant Applications Submitted and/or Awarded November 1, 2023 Through November 30, 2023 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
Library	Best Buy Foundation	College and Career Readiness Program	Request approval to apply and accept a new grant from the Best Buy Foundation in the amount of \$74,000.00. The funding will pay for the salary and benefits for one (1) fulltime staff member and funding for 6 interns, who will be working within the Library's College and Career Readiness Program for participating Fulton County teens aged 16-19. The grant is effective May 1, 2024 through April 30th, 2025.				
			No County Cash Match	\$ 74,000.00	\$ -	Pending	N/A
Library	Best Buy Foundation	Fulton County Library System- Best Buy Teen Technical Center	Request approval to accept a new grant from the Best Buy Foundation in the amount of \$10,000.00. The funds will be used to repair and replace technical equipment previously purchased for Library's Best Buy Teen Technical Center.				
			No County Cash Match	\$10,000.00	\$ -	Awarded	N/A
			Subtotal:	\$ 84,000.00	\$ -		
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT							
OPEN AND RESPONSIBLE GOVERNMENT							
REGIONAL LEADERSHIP							
			TOTAL:	\$ 1,110,601.50	\$ 24,000.00		



Exhibit 2: All Grants Activity

Cumulative Through November 30, 2023

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

EXHIBIT 2: ALL GRANTS ACTIVITY
CUMULATIVE & CURRENT PERIOD (AS OF November 30, 2023)

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

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

ALL GRANTS ACTIVITY						
^All Grants	Prior Period Grants	Prior Period Funds	Current Period Grants: 11/1/2023-11/30/2023	Current Period Funds: 11/1/2023-11/30/2023	Cumulative Total Grants	Cumulative Total Funds
Grants Pending^	55	\$ 37,230,863.87	5	\$ 1,055,894.00	60	\$ 38,286,757.87
Grants Awarded	29	\$ 8,750,883.35	3	\$ 54,707.50	32	\$ 8,805,590.85
Grants Denied	0		0	\$ -	0	\$ -
Cash Match Requested-2023	-	\$ 2,647,449.62	-	\$ 24,000.00	-	\$ 2,671,449.62
Total:	84	\$ 48,629,196.84	8	\$ 1,134,601.50	92	\$ 49,763,798.34

ALL GRANTS AWARDED, NEW VS. RENEWAL						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 11/1/2023-11/30/2023	Current Period Funds: 11/1/2023-11/30/2023	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	8	\$ 3,827,541.80	1	\$ 10,000.00	9	\$ 3,837,541.80
Renewal/Repeat Grant Awards	21	\$ 4,923,341.55	2	\$ 44,707.50	23	\$ 4,968,049.05
Total:	29	\$ 8,750,883.35	3	\$ 54,707.50	32	\$ 8,805,590.85

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 11/1/2023-11/30/2023	Current Period Funds: 11/1/2023-11/30/2023	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards	10	\$ 3,984,411.00	2	\$ 44,707.50	12	\$ 4,029,118.50
Formula Grant Awards^^	19	\$ 4,766,472.35	1	\$ 10,000.00	20	\$ 4,776,472.35
Total:	29	\$ 8,750,883.35	3	\$ 54,707.50	32	\$ 8,805,590.85

^Includes 5 grants that were pending at the end of 2022 and carried over for tracking in 2023.

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

**AWARD WITHOUT COMPETITION (SOLE SOURCE) PROFESSIONAL SERVICES
AGREEMENT – SUBAWARD TO GEORGIA STATE UNIVERSITY**

Name and Address of Recipient: COUNTY OF FULTON
141 PRYOR ST SW
ATLANTA, GA 30303

Recipient UEI: J3Y1XYZYUFQ5
Project Title: Fulton County Youth Intervention Planning program (YIP)
Award Number: 15PJDP-23-GK-06141-TITL
Solicitation Title: OJJDP FY 2023 Building Local Continuums of Care to
Support Youth Success

Federal Award Amount: \$450,000.00
Federal Award Date: 2/16/24
Awarding Agency: Office of Justice Programs
Office of Juvenile Justice Delinquency Prevention

R&D: The GSU research team will implement a 3-phase
approach to include interviews with at-risk and justice
involved youth to identify needed resources for
delinquency prevention

Assistance Listing No: 16.548
Assistance Listings Program Title: Delinquency Prevention Program
Indirect Cost Rate: De minimis

This Agreement made and entered into this 1st day of January, 2024, by and between the **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “County”, and **GEORGIA STATE UNIVERSITY**, hereinafter referred to as “Subrecipient”, authorized to transact business in the State of Georgia.

WITNESSETH:

WHEREAS, the County desires to engage Subrecipient to provide all professional services required by the County to develop strategic planning and evaluation processes to identify strengths and gaps, determine resources, develop a database of interventions and services, and identify more efficient processes; and

WHEREAS, Subrecipient has represented to County that it is uniquely experienced and qualified to perform the professional services required by the County and has qualified staff available to commit to the Project and County has relied upon such representations; and

WHEREAS, Fulton County Juvenile Court was awarded an Office of Juvenile Justice Delinquency and Prevention grant to conduct research on gaps, determine resources, and develop a database of interventions and services, and identify more efficient processes.

WHEREAS, The Grant Period runs from January 1, 2024 through June 30, 2025, and may be extended in one-year increments by the Department of Justice (DOJ), Office of Justice Programs; and

WHEREAS, Georgia State University (GSU), Department of Criminal Justice and Criminology, will create and analyze a combined quantitative and qualitative database with geocoded components. The databases and analyses will be provided to Fulton County for their use in the future; and

WHEREAS, Subrecipient agrees to render such services in connection with the project in compliance of all obligations required from this designation; and

WHEREAS, this Agreement was approved pursuant to Purchasing Code Section 102-369, which authorizes the County Manager to sign contracts on behalf of the County.

1.0 Contract Documents

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

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

2.0 Scope of Work

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

3.0 Subrecipient Representations

- (a) Subrecipient represents that it has, or will secure at its own expenses, all personnel required to perform all work to be completed under this Agreement.
- (b) The Subrecipient shall perform all services as an independent entity and not as an agent of the County.
- (c) The Subrecipient hereby agrees to perform the duties of this agreement and further agrees to furnish all labor, materials, tools and equipment specified or required for the completion of all work called for herein and as set forth in Exhibit A, Scope of Work and Compensation.
- (d) All personnel engaged in the Project by Subrecipient shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

- (e) None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Subrecipient without the prior written consent of the County.
- (f) Subrecipient by the execution of this Agreement, acknowledges that it is possessed of that degree of care, learning skill and ability which is ordinarily possessed by other members of its profession and further contract that in the performance of the duties herein set forth it will exercise such degree of care, learning, skill and ability as is ordinarily employed by Subrecipient under similar conditions and like circumstances and shall perform such duties without neglect.

4.0 Contract Modifications

If during the course of performing the Project, County and Subrecipient agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the County. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

5.0 Compensation

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

The total contract amount for the Project shall not exceed \$128,883.00 (One Hundred Twenty-Eight Thousand Eight Hundred Eighty-Three Dollars and No Cents), which is full payment for a complete scope of work.

6.0 Insurance

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

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

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

7.0 Contract Term

The agreement shall be effective in accordance with the Grant project period start date of January 1, 2024 and shall terminate absolutely and without further obligation of County on December 31, 2024. The agreement shall automatically renew for a second term effective through June 30, 2025, with the same conditions as the initial term, unless terminated by either party as described herein. The agreement may be renewed subsequently if the Grant is extended by the Department of Justice (DOJ), Office of Justice Programs.

8.0 Termination of Agreement for Cause

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

9.0 Termination for Convenience of County

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Subrecipient. If the Agreement is terminated for

convenience by the County, as provided in this article, Subrecipient will be paid compensation for those services actually performed. Partially completed tasks will be compensated based on a signed statement of completion to be submitted by Subrecipient which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

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

10.0 Indemnification

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

11.0 Permits and Licenses

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

12.0 Invoicing and Payment

Subrecipient shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

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

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

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

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

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable scope of work, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Subrecipient when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Subrecipient will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed

items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Subrecipient will be promptly paid by County.

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

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

13.0 Taxes

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

14.0 Confidentiality

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

15.0 Ownership of Intellectual Property and Information

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

16.0 Notices

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

Notice to County, shall be addressed as follows:

Chief Administrative Officer
Juvenile Court
395 Pryor Street, SW Atlanta, GA 30312
Attn: Cicely Barber
E-mail: Cicely.Barber@fultoncountyga.gov

With a copy to:

Chief Purchasing Agent
Department of Purchasing & Contract Compliance
130 Peachtree Street, S.W., Suite 1168

Atlanta, Georgia 30303
Attn: Felicia Strong-Whitaker
Email: felicia.strong-whitaker@fultoncountyga.gov

Notices to Subrecipient shall be addressed as follows:

Georgia State University
PO Box 3999
Atlanta, GA 30302-3999
Attn: Katherine Pope
Email: kpope11@gsu.edu

17.0 Confidentiality

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

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

SUBAWARDEE:

FULTON COUNTY, GEORGIA

Dick Anderson
County Manager

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED:

Felicia Strong-Whitaker
Chief Purchasing Agent

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Cicely Barber
Chief Administrative Officer
Juvenile Court

SUBRECIPIENT:

GEORGIA STATE UNIVERSITY

Katie Pope, Director
Pre-Award Sponsored Programs

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

EXHIBIT A

SCOPE OF WORK

SCOPE OF WORK

The Subrecipient shall furnish and install all necessary labor, materials, equipment, supervision and insurance and will perform the following tasks required for this scope of work as described below:

Fulton County Juvenile Court (FCJC), in partnership with additional supporting Fulton County agencies and engaged community partners from all sectors, will implement the Fulton County Youth Intervention Planning program (YIP) that will convene the Planning Council of Community Stakeholders (PCCS) to:

- (i) Identify and evaluate current intervention programs for youth (ages 12-17) within Fulton County that are aimed to reduce involvement with the justice system;
- (ii) Identify strategies for cost savings and opportunities for impact reinvestments into programs and initiatives with proven results; and
- (iii) Establish a continuum of care framework that supports the decarceration and diversion of at-risk youth within the service area.

The PCCS will be led by Dr. Volkan Topalli, an expert on urban violence, drug markets, youth crime, and community crime prevention and a Professor of Criminal Justice and Criminology at the Andrew Young School of Policy Studies at Georgia State University (GSU). The GSU research team will implement a 3-phase approach to include interviews with at-risk and justice-involved youth and their families, community-based service providers currently receiving referrals from FCJC, and additional community-based organizations that have not yet been vetted by the Court but are providing known impacts to the community. Additional quantitative data analyses will follow the Cardiff Violence Program Model and will include geographically identified trend data from Fulton County and constituent municipality agencies and administrative data from FCJC.

The final deliverables include:

- (1) An asset map of all identified resources and programs within the County;
- (2) An internet dashboard/database to be used by FCJC and Fulton County citizens to locate much-needed effective service providers within communities throughout the County;
- (3) A final report with findings from all program evaluations that identifies strengths and areas for improvement; an
- (4) An online training curriculum to increase the capacity of community-based service providers to collect, analyze, and report participant data to increase fund development efforts and long-term sustainability.

Intended beneficiaries include Fulton County agencies and citizens, along with other jurisdictions throughout the State that could implement a similar method of establishing an effective continuum of care for at-risk and justice-involved youth and their families.

EXHIBIT B

COMPENSATION

COMPENSATION

County agrees to compensate Subrecipient for all work/services to be performed under this Agreement in an amount not to exceed \$128,883.00 (One Hundred Twenty-Eight Thousand Eighty Hundred Eighty-Three Dollars and No Cents).

Year	Dollar Amount
2024	\$85,550.00
2025	\$43,333.00
TOTAL	\$128,883.00

EXHIBIT C

CERTIFICATE OF INSURANCE

EXHIBIT D

GEORGIA SECURITY AND IMMIGRATION CONSULTANT

AFFIDAVIT AND AGREEMENT



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0427

Meeting Date: 6/4/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation of Proclamations and Certificates.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0429

Meeting Date: 6/4/2025

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

Presentation: Annual Justice Policy Board Report



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0384

Meeting Date: 5/21/2025

Department

Senior Services

Requested Action

Request approval to amend an existing contract, 21RFP000027A-CJC, Senior Transportation Services with Transdev Services, Inc., to initiate a six-month pilot program to allow its subcontractor, UZURV, to deploy three (3) vehicles with an appropriate fleet age to provide transportation services to seniors at no additional cost. Effective upon BOC approval. **(HELD ON 5/21/25)**

Requirement for Board Action

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item

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 contracts with Transdev to provide transportation to seniors aged 60 and older. This contract amendment will enable the Department to test a potential solution to the aging fleet and mileage. This request is simply an addition to the scope of work. There will be no change in the compensation to the contract.

For additional background regarding the original compensation, the contract indicates that the County agrees to compensate the Contractor as follows:

YEAR	CONTRACT PERIOD	CONTRACT TERM	COST
Per Year 1	6/15/2022 - 12/31/2022	Initial Term	\$5,950,109.27
Per Year 2	1/1/2023 - 12/31/2023	First Renewal Term	\$6,386,735.47
Per Year 3	1/1/2024 - 12/31/2024	Second Renewal Term	\$6,780,913.83
Per Year 4	1/1/2025 - 12/31/2025	Third Renewal Term	\$7,186,827.03
Per Year 5	1/1/2026 - 12/31/2026	Fourth Renewal Term	\$7,625,171.58

Scope of Work: To provide senior transportation services. Under Transdev's Agreement with UZURV, initiate a six-month pilot program under the Transdev Agreement. UZURV will deploy 3 vehicles with an appropriate fleet age to provide transportation services to seniors.

Community Impact: The services provide transportation to approximately 1,800 Fulton County eligible seniors and developmentally disabled participants.

Department Recommendation: Senior transportation is the top requested service by senior residents. The program is an intervention strategy to provide access to services necessary to seniors and enables them to age in place. If the contract is not renewed, then seniors will experience an interruption and termination of transportation services.

Project Implications: The Senior Transportation Service has proved vital to the lives of over 1,800 participants who rely on this service. This service has allowed eligible Fulton County seniors to make necessary trips in connection to community support, health management and essential appointments and needs. Transportation is the conduit to connect seniors to daily living activities and life enrichment services. Additionally, senior transportation services provide much needed engagement to developmentally disabled citizens in the areas of training, skills building and appointments. This pilot will help seniors in the most northern and southern areas of Fulton who have witness service delays due to the vendor being centrally located.

Community Issues/Concerns: There are no issues/concerns

Department Issues/Concerns: There are no issues/concerns

Contract Modification

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	22-0443	6/15/2022	\$6,287,324.68
1 st Renewal	22-0929	12/21/2022	\$6,386,735.47
2 nd Renewal	23-0909	12/20/2023	\$6,780,913.83
3 rd Renewal	24-0738	11/6/2024	\$7,186,827.03
Amendment No. 1	24-0781	11/20/2024	\$321,577.55

Amendment No. 2			\$0.00
Total Revised Amount			\$26,963,378.56

Exhibits Attached

Exhibit 1: Amendment No. 2 to Form of Contract

Contact Information

Ladisa Onyiliogwu, Director, Department of Senior Services, 404-281-4042

Contract Compliance Information

Contract Value: \$No Cost
Prime Vendor: Transdev Services, Inc.
Prime Status: Non-Minority
Location: Lombardi, IL
County: DuPage County
Prime Value: \$No Cost

Total Contract Value: \$No Cost
Total Certified Value: \$No Cost

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$6,287,324.68
Previous Adjustments: \$20,676,053.88
This Request: \$0.00
TOTAL: \$26,963,378.56

Key Contract Terms	
Start Date: 1/1	End Date: 12/31/2025
Cost Adjustment	Renewal/Extension Terms: One renewal opt

Overall Contractor Performance Rating:**Would you select/recommend this vendor again?**

Yes

Agenda Item No.: 25-0384

Meeting Date: 5/21/2025

Report Period Start:
7/1/2024

Report Period End:
9/30/2024

AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: Transdev Services, Inc.

Contract No.: 21RFP000027A-CJC, Senior Transportation Services

Address: 720 E Butterfield Road, Suite 300

City, State: Chicago, IL 60148

Telephone: (630)-571-7070

E-mail: wc.pihl@transdev.com

Contact: W.C. Pihl
Senior Vice President, Business Development

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Transdev Services Inc, to provide Senior Transportation Services, dated July 1, 2022 on behalf of the Department of Senior Services; and

WHEREAS, Amendment No. 1 was approved on November 20, 2024 (BOC Item 24-0781); and

WHEREAS, the County wishes to amend the existing contract to initiate a six-month pilot program under the Transdev Master Agreement and allow the subcontractor, UZURV, to deploy 3 vehicles with an appropriate fleet age to provide transportation services to seniors.

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

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

This Amendment No. 2 to Form of Contract is effective as of the ____ day of _____, 20__, between the County and Transdev Services, Inc., who agree that all Services specified will be performed in accordance with this Amendment No. 2 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To provide senior transportation services. Under Transdev's Master Agreement with UZURV, initiate a six-

month pilot under the Transdev Master Agreement. UZURV will deploy 3 vehicles with an appropriate fleet age to provide transportation services to seniors.

2. **COMPENSATION:** No additional cost and no change in compensation.
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:

TRANSDEV SERVICES, INC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

W.C. Pihl
Senior Vice President Business
Development

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

Ladisa Onyiliogwu, Director
Department of Senior Services

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 ND RM: _____ SECOND REGULAR MEETING
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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0430

Meeting Date: 6/4/2025

Department

Public Works

Requested Action

Request approval of a recommended proposal - Department of Public Works, 25RFP146289K-JAJ, Operation & Maintenance Service for Wastewater Facilities & Pump Stations in the North Fulton Service Area in an amount not to exceed \$13,929,869.00 for the remainder of 2025 which represents the start of a five-year contractual period with Inframark-Slater Joint Venture DBA Fulton County Wastewater Partners (Alpharetta, GA), to provide water and wastewater system operations and maintenance management systems in the North Fulton service area. The initial term of the contract will be effective July 6, 2025, through July 6, 2030 for five (5) years, with one (1), five (5) year renewal option.

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

In accordance with O.C.G.A. § 36-60-15.1, Operation and Maintenance of Water Treatment Systems by Private Entities, the County is authorized, in the discretion of its governing authority, to enter into valid and binding leases and contracts for any period of time not to exceed 20 years to provide for the operation and maintenance of all or a portion of its wastewater treatment system, storm-water system, water system, or sewer system, or any combination of such systems, which contracts may include provisions for the design, construction, repair, reconditioning, replacement, maintenance, and operation of the system, or any combination of such services and functions.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The contract provides for all operation and maintenance of Public Works facilities & pump stations in the North Fulton Service Area, which consists of three (3) Water Reclamation Facilities (WRF), twenty-eight (28) wastewater pumping stations, forty-six (46) air release valves, and five (5) potable water pump stations. Services will be provided twenty-four (24) hours per day, seven (7) days per week, and fifty-two (52) weeks per year.

Scope of Work: The Contractor shall provide all labor, materials, supplies, chemicals, fuel, vehicles, services, administration, reporting, monitoring, and other necessary items or services and shall assume all responsibilities and liabilities associated with operating and maintaining the facilities, ensure the reliability of operations, and maintain the value of the County's investment in facilities and equipment.

The contract will be for a five-year period starting on July 6, 2025 and concluding on July 6, 2030 with the possibility of one, five-year renewal. The total contractual value of the services includes five financial elements - a Fixed Base Service Fee, Reimbursable Costs, Maintenance Allowance, Contingency Allowance, and Escalation:

- The Fixed Service Fee is the amount charged by the contractor to operate and maintain all of the North Fulton Managed Assets in compliance with the terms of the contract and will be increased annually by the Consumer Price Index.
- Reimbursable Costs are costs reimbursed by the County to the Contractor at actual unit prices. Major components of the Reimbursable Costs are sludge disposal and process chemicals.
- The Maintenance Allowance will be used to repair/replace major equipment or upgrade the Managed Assets at the County's sole discretion.
- The Contingency Allowance will be used to finance unforeseen and variable expenses during the term at the County's sole discretion.
- Escalation will be applied on an annual basis to cover on-going increasing expenses due to inflation and market adjustments. The Base Fee will be adjusted annually based on the Consumer Price Index. Reimbursable Costs will be adjusted annually based on actual market costs.

Below is a table that shows the anticipated five-year contract value, assuming a 3% CPI over the contract period.

	FY2025 (partial)	FY2026	FY2027	FY2028	FY2029	FY2030 (partial)
	7/6 - 12/31/2025	1/1 - 12/31/2026	1/1 - 12/31/2027	1/1 - 12/31/2028	1/1 - 12/31/2029	1/1 - 7/6/2030
Base Fee	6,310,269	13,271,865	13,670,020	14,080,121	14,502,525	7,622,269
Reimbursable Costs	5,415,833	11,390,671	11,732,391	12,084,363	12,446,894	6,541,866
Maintenance Allowance	1,958,904	4,120,000	4,243,600	4,370,908	4,502,035	2,366,190
Contingency Allowance	244,863	515,000	530,450	546,364	562,754	295,774
Escalation	-	466,767	480,770	495,193	510,049	268,073
Total	\$13,929,869	\$29,297,536	\$30,176,462	\$31,081,756	\$32,014,208	\$16,826,098

Community Impact: The wastewater treated at the water reclamation facilities is ultimately discharged to the Chattahoochee and Etowah Rivers. Clean rivers allow for a healthy environment for economic and recreational activities

Department Recommendation: The Department of Public Works recommends award to Inframark-Slater JV d.b.a. Fulton County Wastewater Partners.

Project Implications: The Fulton County Department of Public Works no longer has the resources to operate and maintain these assets since privatization was first implemented in 1992 throughout the North Fulton Service Area. Therefore, it is imperative that a contractor continues to provide uninterrupted wastewater treatment services on behalf of the Department of Public Works.

Community Issues/Concerns: No significant issues or concerns have been raised by the community over the operation of these assets by a private contractor

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

Contract Modification

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

Contract Value:	\$13,929,869
Prime Vendor:	Fulton County Wastewater Partners, a JV comprised of Inframark, LLC (\$3,38,670.46 or 65.00%) & Slater Infrastructure Group, LLC (\$2,120822.56 or 35.00%)
Prime Status:	Non-Minority/AAFBE
Location:	Alpharetta, Ga
County:	Fulton County
Prime Value:	\$6,059,493.02 or 43.50%
Subcontractor:	Let Us Love Your Lawn
Subcontractor Status:	African American Male Business Enterprise
Location:	Stone Mountain, Ga
County:	Dekalb County
Contract Value:	\$236,807.77 or 1.70%
Subcontractor:	Waste Eliminator
Subcontractor Status:	Non-Minority
Location:	Peachtree Corners, Ga
County:	Gwinnett County
Contract Value:	\$2,437,727.08 or 17.50%

Subcontractor: Jackson Janitorial
Subcontractor Status: White Female Business Enterprise
Location: Jefferson, Ga
County: Twiggs County
Contract Value: \$27,859.74 or 0.20%

Subcontractor: Global Center Systems
Subcontractor Status: Asian American Female Business Enterprise
Location: Smyrna, Ga
County: Cobb County
Contract Value: \$69,648.35 or 0.50%

Subcontractor: Amtech Drive
Subcontractor Status: Asian American Male Business Enterprise
Location: Atlanta, Ga
County: Fulton County
Contract Value: \$55,719.48 or 0.40%

Subcontractor: Coleman & Associates
Subcontractor Status: African American Female Business Enterprise
Location: Decatur, Ga
County: Dekalb County
Contract Value: \$153,228.56 or 1.10%

Subcontractor: ASPIS Environmental Management
Subcontractor Status: African American Male Business Enterprise
Location: Lawrenceville, Ga
County: Gwinnett County
Contract Value: \$13,929.87 or 0.10%

Subcontractor: Slater Infrastructure Group, LLC
Subcontractor Status: African American Female Business Enterprise
Location: Alpharetta, Ga
County: Fulton County
Contract Value: \$4,875,454.15 or 35.00%

Total Contract Value: \$13,929,869.00 or 100.00%
Total Certified Value: \$7,553,471.47 or 64.23%

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

Exhibit 1: Recommendation Letter

Exhibit 2: Contractor Performance Review

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

Roy Barnes, Deputy Director, FC Public Works, 404-612-6317

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$13,929,869.00
TOTAL:	\$13,929,869.00

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:

201-540-5458-1160 Water & Sewer Revenue Fund, professional Services-\$1,101,643.00

Funding Line 2:

201-540-5462-1160 Water & Sewer Revenue Fund, professional Services-\$1,503,762.00

Funding Line 3:

201-540-5463-1160 Water & Sewer Revenue Fund, professional Services-\$8,026,281.00

Funding Line 4:

201-540-5476-1160 Water & Sewer Revenue Fund, professional Services-\$3,134,722.00

Funding Line 5:

201-540-5451-1160 Water & Sewer Revenue Fund, professional Services- \$163,421.00

Key Contract Terms	
Start Date: 7/6/2025	End Date: 7/6/2030
Cost Adjustment:	Renewal/Extension Terms: <input type="radio"/> five-year renewal option

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start:
7/6/2025

Report Period End:
7/6/2030



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: May 23, 2025

PROJECT: 25RFP146289K-JAJ Operation & Management Services for Wastewater Facilities & Pump Stations in the North Fulton Service Area

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above referenced project on behalf of the Public Works Department.

Three (3) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. Inframark-Slater JV dba Fulton County Wastewater Partners
2. Jacobs-C.E.R.M. Solutions dba JC Solutions (A Jacobs/CERM JV)
3. Veolia Khafra JV

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 Inframark-Slater JV dba Fulton County Wastewater Partners with a total score of 88.82, is the recommended vendor for the award of 25RFP146289K-JAJ Operation & Management Services for Wastewater Facilities & Pump Stations .

Evaluation Committee Recommendation Letter
Page | 2

The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

SELECTION COMMITTEE MEMBERS:

DocuSigned by:
David Clark
65CE1C9FDD834B8...

David Clark, Director
Public Works Department

Signed by:
Roy O Barnes Jr.
DE9DEFA4B412...

Roy Barnes, Deputy Director
Public Works Department

Signed by:
Cynthia Dang
F15A0027b7744...

Cynthia Dang, Lab Manager
Public Works Department

DocuSigned by:
O P Shukla
54B2295D061D44D...

O. P Shukla, Operations Administrator
Public Works Department

Signed by:
Brandon Ward
4410c24b74...

Brandon Ward, Engineer II
Public Works Department

Evaluation Committee Recommendation Letter

[Insert Date]

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EVALUATION CRITERIA	WEIGHT	Inframark-Slater JV dba Fulton County Wastewater Partners	Jacobs- C.E.R.M.Solutions dba JC Solutions(A Jacobs/CERM JV)	Veolia Khafra JV
Operation & Maintenance Plan	25%	22.50	20.00	18.75
Qualifications of Key Personnel	20%	18.00	13.00	11.00
Relevant Project Experience/Past Performance	15%	12.75	12.00	7.50
Environmental Compliance Record	20%	19.00	19.00	10.00
Availability of Key Personnel	3%	2.70	2.85	2.70
Local Preference	5%	5.00	5.00	5.00
Service-Disabled Veterans Preference	2%	0.00	0.00	0.00
Cost Proposal	10%	8.87	10.00	8.92
TOTAL SCORE:	100.00	88.82	81.85	63.87

**To sum Total Score columns, highlight the row and press F9*



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent, Purchasing and Contract Compliance

FROM: David Clark, Director, Public Works *DC* Department

DATE: May 27, 2025

SUBJECT: Contractor's Performance Report – 25RFP146289K-JAJ O&M Services for Wastewater Facilities & Pump Stations in the North Fulton Service Area.

The Contractor listed below to our knowledge has never provided any services to Fulton County's Department of Public Works.

PROJECT: O&M Services for Wastewater Facilities & Pump Stations in the North Fulton Service Area.

PROJECT NO.: #25RFP146289K-JAJ

CONTRACTOR: Inframark-Slater JV dba Fulton County Wastewater Partners
8740 Holcomb Bridge Rd. Suite #200
Alpharetta, GA 30022

POC: Doug Worsham, Project Manager

PHONE: 470-281-1774

EMAIL: DougWorsham@inframark.com

C: Roy Barnes, Deputy Director



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0431

Meeting Date: 6/4/2025

Department

Community Development

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

Request approval of a statewide contract - Community Development, SWC 99999-001-SPD0000136-0008, Temporary Staffing Services in an amount not to exceed \$148,677.48 with Corporate Temps 2000 (Norcross, GA) Effective July 1, 2025, through December 31, 2025.

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)*

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: To continue temporary staffing services for the Department of Community Development.

The temporary positions requested will be used to scale the HUD program area 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 will provide temporary staffing services to the Department of

Community Development to support four key positions. A Senior Accountant will be responsible for tasks such as invoice processing, monthly account reconciliations, and related financial duties. An Inspector will perform in-person inspections of properties and housing units assisted by HUD. One Project Manager will lead the Youth Homelessness System Improvement (YHSI) initiative, while another Project Manager will oversee the administration and implementation of the HOME-ARP grant program. Funding for these positions will come from a combination of grant and general funds.

Community Impact: Effective administration of HUD programs ensures compliance with federal regulations and enables the department to successfully manage programs that deliver valuable 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 grant funding.

Contract Modification: This is a new request.

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

Contract Value: \$148,677.48

Prime Vendor: Corporate Temps
Prime Status: African American Male Business Enterprise
Location: Norcross, Ga
County: Gwinnett County
Prime Value: \$148,677.48 or 100.00%

Subcontractor: None

Total Contract Value: \$148,677.48 or 100.00%
Total Certified Value: \$148,677.48 or 100.00%

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

Exhibit 1: Cost Proposal
Exhibit 2: Spreadsheet of Positions and Prices
Exhibit 3: 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:	\$148,677.48
TOTAL:	\$148,677.48

Fiscal Impact / Funding Source

Funding Line 1:

865-121-8702-1184-GY23-85D: Grants, Community Development, Temporary Services Agency - \$4,165.29

Funding Line 2:

865-121-8702-1184-GY24-85D: Grants, Community Development, Temporary Services Agency - \$14,624.19

Funding Line 3:

461-121-YHSI-1184: Grants, Community Development, Temporary Services Agency - \$41,209.92

Funding Line 4:

461-121-HAR1-1184: Grants, Community Development, Temporary Services Agency - \$41,209.92

Funding Line 5:

100-121-2615-1184: General Fund, Community Development, Temporary Services Agency - \$47,468.16

Key Contract Terms	
Start Date: 7/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2024

Report Period End:
4/30/2024

Positions and Projected Cost

Cost from 7/1/2025 - 12/31/2025							
Position	# of Pos.	Bill Rate (p/hr)	OT Bill rate (p/hr)	Reg Hours	OT Hours	Total	
Inspector	1	\$ 25.46	\$ 38.19	738	0.00	\$	18,789.48
Senior Accountant	1	\$ 48.24	\$ 72.36	984	0.00	\$	47,468.16
Project Manager	2	\$ 41.88	\$ 62.82	1968	0.00	\$	82,419.84
Grand Total						\$	148,677.48

*The total cost from 7/1/2025 to 12/31/2025 is based on the projected number of regular work hours for each position, using standard bill rates and assuming no overtime. Holidays are not included and are not paid.

Performance Evaluation Details

ID	E1
Project	Temporary Staffing Services
Project Number	SWC 99999-SPD-0000136-008
Supplier	Corporate Temps
Supplier Project Contact	Latoya Francis (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2024 to 04/30/2024
Effective Date	05/07/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	05/07/2024 05:00 PM EDT
Completion Date	05/07/2024 05:00 PM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT**20/20**

Rating

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

Comments

*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



CONTRACT AMENDMENT # 10 EXTENSION # 4

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, 2024 – June 30, 2025

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months, 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, 2025
End Date of New Contract Term:	June 30, 2026


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:	
Printed Name and Title of Person Signing:	Renee White
Date:	March 5, 2025
Company Address:	5950 Live Oak Parkway, Ste 230, Norcross, GA 30093

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	4/28/2025
Company Address:	200 Piedmont Avenue, S.E., Suite 1804, West Tower Atlanta, Georgia 30334-9010

Signature Certificate

Document completed by all parties on 03/05/2025 @ 10:50 EST

Document ID: 67c872baf75e7f001ffeb336

Sender information

Sent On: 03/05/2025 @ 10:50 EST

Timezone: Eastern Standard Time

Sender: Renee White renee@corporatetemps.com

Sender IP: 50.243.212.245

Signer

Signature



Renee White
renee@corporatetemps.com

Received: 03/05/2025 @ 10:50 EST
Viewed: 03/05/2025 @ 10:50 EST
Signed: 03/05/2025 @ 10:50 EST

RENEE WHITE

IP: 50.243.212.245
Location: Rome, GA, United States

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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0432

Meeting Date: 6/4/2025

Department

Public Defender

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

Request approval of an MOU between Fulton County, on behalf of the Office of the Public Defender, and the United Way of Greater Atlanta in the amount of \$70,000.00 to support a select group of chronically homeless individuals released from the Fulton County Jail by providing transitional housing with case management. The MOU will be effective upon approval by the Board of Commissioners until December 31, 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 contractual agreements 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:

United Way of Greater Atlanta ("UWGA") will assist the Office of the Public Defender with support of a select group of chronically homeless individuals released from Fulton County Jail by providing transitional housing with case management. UWGA will also provide assistance to clients suffering from substance abuse and physical or mental health concerns, as well as placement of some clients with mental health and/or substance abuse issues into transitional facilities. Since 2015, these critical wraparound services have been provided through the successful partnership of Fulton County, on

behalf of the Office of the Public Defender, and UWGA. Continuation of the partnership ensures ongoing supportive housing and treatment services to eligible Public Defender clients at a lower cost than if they were otherwise housed in jail.

Scope of Work:

Transitional housing with case management to a select group of chronically homeless individuals released from Fulton County Jail.

Community Impact:

To assist clients with substance abuse and physical or mental health concerns with housing and assistance back into society.

Department Recommendation:

To approve the partnership with UWGA to assist clients with mental health and substance abuse concerns transition back into society.

Project Implications:

Refer up to ten clients at a time for the housing program which equates to thirty to fifty clients receiving help for the year.

Community Issues/Concerns:

None

Department Issues/Concerns:

None

Fiscal Impact / Funding Source**Funding Line 1:**

100-490-4900-1160

**Memorandum of Understanding between
United Way of Greater Atlanta
And
Fulton County and the Atlanta Circuit Public Defender's Office**

This Memorandum of Understanding ("MOU") develops an agreement between United Way of Greater Atlanta ("UWGA") and Fulton County, through the Atlanta Circuit Public Defender's Office ("Public Defender"), to support a select group of chronically homeless individuals released from Fulton County Jail by providing transitional housing with case management. The details of the agreement are listed below:

WHEREAS, the Public Defender's Alternative Sentencing Specialists provide assistance to clients suffering with substance abuse and physical or mental health concerns; and

WHEREAS, the Public Defender has encountered difficulties in placing some clients with mental health or substance abuse issues in transitional (or other) housing; and

WHEREAS, the UWGA provides, among other things, transitional housing placements and case management services for low-income individuals with mental health or substance abuse issues; and

WHEREAS, the Public Defender has successfully partnered with the UWGA since 2015 to provide transitional housing placement and case management services to dozens of Public Defender clients; and

WHEREAS, the Public Defender desires to continue and increase its partnership with the UWGA to provide valuable services to Public Defender clients; and

WHEREAS, the UWGA desires to continue its partnership with the Public Defender; and

WHEREAS, the costs of providing transitional housing placement and case management services to Public Defender clients are significantly lower than housing clients in jail.

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

ARTICLE 1: Services and Responsibilities of the Parties

1.1 Public Defender Responsibilities. The Public Defender will:

- Refer to the UWGA up to ten (10) clients at a time for the housing program.
- Refer clients who were chronically homeless prior to their entrance to jail.
- Refer clients who are able to operate in a semi-independent, shared living situation.
- Assist UWGA's partner agencies to work through the logistics involved in referring a client.
- Contact the program director working with UWGA to refer appropriate clients.
- Refrain from referring any clients with the following attributes:
 - convicted sex offender
 - convicted of murder
 - convicted felony gun charge
- Provide UWGA with a total of \$70,000.00 (the "Payment Amount") (from FY2025 Budget appropriation) within thirty (30) days of signing the MOU.

1.2 UWGA Responsibilities. UWGA and/or its partner agencies will:

- Coordinate the placement of thirty (30) to fifty (50) appropriate Public Defender clients (up to 10 at a time) referred by the Public Defender to UWGA's partner agencies' transitional housing with case management.
- Provide feedback with placements and schedule frequent meetings with the Public Defender and partner agencies to evaluate program effectiveness.
- Select the partner agencies which will provide housing and case management for the project and coordinate referral placements.
- Assure clients appear in court when scheduled.
- Contact the Public Defender's Office Social Work Coordinator within one (1) business day of an individual being non-compliant with the house rules or other program requirements.
- Keep the Public Defender's Office Social Work Coordinator updated and informed on the client's progress for the period in which the client is in their transitional housing program.
- Notify the Public Defender's Office Social Work Coordinator immediately if an individual voluntarily leaves the residential facility ("drop out") against staff recommendations or is re-incarcerated.
- Notify the Public Defender's Office Social Work Coordinator at least 72 hours (3 days) **before** the partnering transitional housing provider discharges the individual from the home if an individual is consistently non-compliant, i.e. refusing to attend scheduled day service program, using drugs or alcohol on the premises, smoking in restricted areas, not taking their prescribed medications, etc.
- Will **immediately** notify the Public Defender's Office Social Work Coordinator once the UWGA is aware that a client has been verbally or physically abusive, which is grounds for their discharge from the program and potentially re-incarceration.

ARTICLE 2: General Terms

2.1 This MOU shall be effective upon execution and shall expire on December 31, 2025 unless amended in writing by both parties.



2.2 The Public Defender shall maintain records related to all work under this MOU and shall make such records available to review upon request by United Way of Greater Atlanta.

2.3 This MOU incorporates all prior negotiations, interpretations, and understanding between the parties and is the full and complete expression of their agreement. Any change, alteration, deletion or addition to the terms set forth in this MOU must be by written amendment executed by all parties.

2.4 Any party may request modification to this MOU. If all parties agree to the proposed modifications, the UWGA shall prepare a document setting forth the changes. Upon execution of such document, the changes shall be in full force and effect.

ARTICLE 3: Termination

3.1. Notwithstanding any other provisions, the Public Defender may terminate this Agreement for its convenience on thirty (30) days' notice by a written notice to UWGA. If the Agreement is terminated for convenience by the Public Defender, as provided in this article, UWGA shall provide the Public Defender a partial refund of the Payment Amount for any services not completed.

IN WITNESS WHEREOF the parties hereto, acting by and through their duly authorized offices have caused their hands to be affixed on the ____ day of _____.

FULTON COUNTY, GEORGIA

ATTEST

Robert L. Pitts, Chairman
Fulton County Board of Commissioner

Tonya R. Grier, Clerk
Clerk to the Commission

APPROVED AS TO FORM:

County Attorney's Office

Maurice G. Kenner
Circuit Public Defender

UNITED WAY OF GREATER ATLANTA

Protip Biswas
Vice President



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0434

Meeting Date: 6/4/2025

Department

Finance

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

Discussion of implications of House Bill 85 "Superior Court Judicial Compensation Reform Act"

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

Discussion and guidance for implementation of House Bill 85

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: State of Georgia HB 85, recently signed into law effective July 1, 2025, introduces comprehensive reforms to superior court judicial compensation in Georgia, effective July 1, 2025. The legislation provides superior court judges currently in office with an optional, irrevocable choice to receive a new compensation structure consisting of a state-set base salary and optional locality pay from counties, with a cap of 10% of the state annual salary. Judges who do not opt into the new system will continue to receive compensation as they did before July 1, 2025. The bill abolishes most county salary supplements for judges, though chief judges may continue to receive local supplements, and counties can still provide fringe benefits. The bill also suspends local laws that automatically adjust other government officials' salaries based on judicial salaries, preventing automatic increases and potential financial hardship for local governments. The legislation aims to create a more standardized and flexible compensation system for superior court judges while

protecting existing judicial compensation arrangements and preventing unintended financial impacts on local governments. A powerpoint presentation is outlining summary provisions to foster discussion and options for the Board of Commissioners to consider.

Community Impact: Click or tap here to enter text.

Department Recommendation: Click or tap here to enter text.

Project Implications: Click or tap here to enter text.

Community Issues/Concerns: Click or tap here to enter text.

Department Issues/Concerns:

Fiscal Impact / Funding Source

Funding Line 1: Various General fund Judicial departments, salary and benefit funding lines.

Click here to enter text.

Funding Line 2:

Click here to enter text.

Funding Line 3:

Click here to enter text.

Funding Line 4:

Click here to enter text.

Funding Line 5:

Click here to enter text.

House Bill 85 (AS PASSED HOUSE AND SENATE)

By: Representatives Leverett of the 123rd, Efstration of the 104th, Burchett of the 176th, Hong of the 103rd, Gunter of the 8th, and others

A BILL TO BE ENTITLED

AN ACT

1 To amend Article 1 of Chapter 6 of Title 15 the Official Code of Georgia Annotated, relating
2 to general provisions concerning superior courts, so as to modify provisions regarding the
3 compensation received by superior court judges; to provide procedures for superior court
4 judges to opt to receive compensation pursuant to such revised procedures; to provide for
5 grandfathering of certain judges so as to not reduce the compensation paid to such judges;
6 to authorize locality pay by counties to superior court judges in lieu of county salary
7 supplements; to abolish most county salary supplements provided to superior court judges;
8 to authorize the continuation of county salary supplements for chief judges; to authorize
9 continuation of fringe benefits provided by counties to superior court judges; to preserve
10 existing rights and obligations related to retirement benefits provided by counties to superior
11 court judges; to provide for retirement benefits relative to optional locality pay; to amend
12 Code Section 45-7-4 of the Official Code of Georgia Annotated, relating to annual salaries
13 of certain state officials and cost-of-living adjustments, so as to revise provisions relating to
14 calculating and setting the salaries of superior court judges; to provide a definition; to amend
15 Chapter 3 of Title 1 of the Official Code of Georgia Annotated, relating to laws and statutes,
16 so as to suspend the operation of local laws or local ordinances or resolutions that use a
17 superior court judge's salary for the calculation of the salary or compensation of other
18 officers, officials, or employees; to provide for an automatic lifting of such suspension

H. B. 85

- 1 -

relative to judges; to preserve the authority of the General Assembly to amend or repeal such suspended local laws; to preserve the authority of local governments to use other mechanisms to change salary calculation during such suspension; to provide for legislative construction; to provide for a definition; to provide a short title; to provide for an effective date; to provide for related matters; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

This Act shall be known and may be cited as the "Superior Court Judicial Compensation Reform Act."

SECTION 2.

Article 1 of Chapter 6 of Title 15 of the Official Code of Georgia Annotated, relating to general provisions concerning superior courts, is amended by revising Code Section 15-6-29, relating to salary of judges, as follows:

"15-6-29.

(a) Except as provided for in subsection (b) of this Code section, the ~~The~~ annual salary of the judges of the superior courts shall be as provided in Code Section 45-7-4 and may be as provided in Code Section 15-6-29.1. The annual salary provided by Code Section 45-7-4 shall be paid by The Council of Superior Court Judges of Georgia in 12 equal monthly installments.

(b)(1) Each superior court judge in office on July 1, 2025, shall have the option to receive the annual salary provided by Code Section 45-7-4 and any locality pay provided for by Code Section 15-6-29.2, in lieu of his or her compensation which is otherwise provided by laws in effect on June 30, 2025. The option provided by this paragraph shall be exercised by such judge's filing a written notification thereof with The Council of

43 Superior Court Judges of Georgia and the governing authority of each county comprising
44 such judge's judicial circuit. A superior court judge in office on July 1, 2025, shall not
45 be required or obligated to exercise the option provided by this paragraph, but if and
46 when any such judge voluntarily and expressly exercises such option, such judge's
47 exercise of such option shall be final and irrevocable. The failure to exercise the option
48 shall be an election to continue to receive compensation as previously calculated by law
49 in effect on June 30, 2025, and as outlined in paragraph (2) of this subsection, and until
50 such option is exercised. The option exercised pursuant to this paragraph shall go into
51 effect the next pay period beginning five business days following the exercise of such
52 option.

53 (2) To ensure that no superior court judge in office on July 1, 2025, has his or her salary,
54 allowance, or county salary supplements decreased during his or her term of office, any
55 superior court judge in office on July 1, 2025, who does not exercise the irrevocable
56 option provided by paragraph (1) of this subsection shall continue to be compensated in
57 precisely the same manner as he or she was compensated as of June 30, 2025, including,
58 but not limited to, county supplements, in accordance with Article VI, Section VII,
59 Paragraph V of the Constitution.

60 (c) The annual salary shall be the total compensation to be paid by the state to the superior
61 court judges and shall be in lieu of any and all other amounts to be paid from The Council
62 of Superior Court Judges of Georgia, except as provided in Code Sections 15-6-29.1,
63 15-6-29.2, 15-6-30, and 15-6-32.

64 ~~(c) When a new superior court judgeship is created by law for any judicial circuit, the new~~
65 ~~superior court judge shall upon taking office become entitled to and shall receive from the~~
66 ~~county or counties comprising the circuit the same county salary supplement, if any, then~~
67 ~~in effect for the other judge or judges of the judicial circuit. Such salary supplement for~~
68 ~~such new judge shall be authorized by this subsection and no other legislation or local~~
69 ~~legislation shall be required in order to authorize such salary supplement, but nothing in~~

~~this Code section shall be construed to prohibit the enactment of local legislation relating to such salary supplements. A publication of notice of intention to introduce local legislation as provided for in Code Section 28-1-14 shall be required for any local legislation granting, changing the amount of, or removing a salary supplement; but no publication of notice of intention shall be required for a bill creating one or more new superior court judgeships."~~

SECTION 3.

Said article is further amended in Code Section 15-6-29.1, relating to accountability court supplement and limitation, by repealing subsection (c) in its entirety.

SECTION 4.

Said article is further amended by adding a new Code section to read as follows:

"15-6-29.2.

(a) Except as provided for in subsection (b) of this Code section, on or after July 1, 2025, the county or counties comprising a judicial circuit may provide each judge of such circuit who either was not in office as a superior court judge as of July 1, 2025, or made an irrevocable election authorized by paragraph (1) of subsection (b) of Code Section 15-6-29, with locality pay as authorized by this Code section, and such judges shall not be eligible for county salary supplements provided by local Act. In no event shall locality pay exceed 10 percent of the state annual salary provided by Code Section 45-7-4 to such judge. All such locality pay shall be in lieu of and not in addition to any county salary supplements previously provided by the county or counties. All judges within a judicial circuit who are in office as of July 1, 2025, and exercise the option provided by paragraph (1) of subsection (b) of Code Section 15-6-29, or who take office after July 1, 2025, shall receive equal locality pay from any given county within such circuit that has opted to provide such pay.

(b) In no event shall the annual locality pay provided to a judge by the county or counties comprising a judicial circuit in aggregate exceed the lesser of:

(1) 10 percent of the state annual salary paid to a superior court judge pursuant to Code

Section 45-7-4; or

(2) \$20,106.00;

provided, however, that if the state annual salary paid to superior court judges exceeds \$201,060.00, then the maximum allowable amount of annual locality pay provided to a judge by the county or counties comprising a judicial circuit shall instead be equal to the difference between \$20,106.00 and half of the amount by which such state annual salary exceeds \$201,060.00. The intent of this paragraph is to provide for a gradual decrease in the maximum amount of allowable locality pay as the state annual salary provided by Code Section 45-7-4 to superior court judges exceeds \$201,060.00 and continues to increase.

(c) When a new superior court judgeship is created by law for any judicial circuit, the new superior court judge shall upon taking office become entitled to and shall receive from the county or counties comprising such circuit the same locality pay, if any, then in effect for the other judge or judges of such circuit. Such locality pay for such new judge shall be authorized by this subsection and no other legislation or local legislation shall be required to authorize such locality pay.

(d) Except as provided for in subsection (b) of Code Section 15-6-29 and subsection (e) of this Code section and notwithstanding any other provision of law to the contrary, on and after July 1, 2025, no county or counties comprising a judicial circuit shall provide county salary supplements to a superior court judge.

(e)(1) Nothing in subsection (d) of this Code section shall operate to prevent a county or counties comprising a judicial circuit from continuing to provide a local salary supplement to the chief judge of such circuit that was otherwise authorized by law on June 30, 2025. On or after July 1, 2025, no local supplement for a chief judge shall be enacted or increased.

(2) For all judges who elect to exercise the option provided by paragraph (1) of subsection (b) of Code Section 15-6-29, to the extent the aggregate salary provided for by subsection (a) of Code Section 15-6-29 and locality pay provided for by subsection (a) of this Code section to a particular judge do not equal or exceed such judge's aggregate salary and local supplement in effect at the time of such judge's exercise of such option, then the county or counties of the circuit shall pay an additional supplement in an amount equal to the difference between the aggregate salary and supplement in effect at the time of such judge's exercise of such option and the aggregate salary provided for by subsection (a) of Code Section 15-6-29 and locality pay provided for by subsection (a) of this Code section. When an additional supplement is required by this paragraph in a circuit consisting of more than one county, then each county shall pay such additional supplement in proportion to each county's contribution to the local supplement in effect at the time of such judge's exercise of the option to participate. In no event shall the additional supplement required by this paragraph result in a judge's aggregate salary that exceeds the aggregate salary and supplement existing at the time of a judge's exercise of such option.

(f) Nothing in subsection (d) of this Code section shall operate to prevent a county or counties comprising a judicial circuit from continuing to provide fringe benefits to any judge of such circuit in the same manner that such benefits were provided on June 30, 2025.

(g) Nothing in this Code section or subsection (b) of Code Section 15-6-29 shall operate to alter, amend, contract, expand, extend, limit, modify, or terminate retirement benefits or rights thereto in existence prior to July 1, 2025. All judges who exercise the option provided by paragraph (1) of subsection (b) of Code Section 15-6-29 shall have no right to any benefit existing at the time such option is exercised reduced. To the extent otherwise permitted by law, each county within a judicial circuit is authorized, but not

required, to provide retirement benefits based upon the locality pay it provides pursuant to subsection (a) of this Code section."

SECTION 5.

Code Section 45-7-4 of the Official Code of Georgia Annotated, related to annual salaries of certain state officials and cost-of-living adjustments, is amended by repealing and reserving paragraph (20) of subsection (a) and adding a new subsection to read as follows:

"(d)(1) For the purposes of this subsection, the term 'base salary' means the annual salary fixed for the judges of the United States District Court for the Northern District of Georgia on July 1 of the second preceding state fiscal year.

(2) Except as provided for in subsection (b) of Code Section 15-6-29, the annual salary of each superior court judge shall be set by the General Assembly in the General Appropriations Act, provided that such salary shall not exceed 90 percent of the base salary provided for in paragraph (1) of this subsection."

SECTION 6.

Chapter 3 of Title 1 of the Official Code of Georgia Annotated, relating to laws and statutes, is amended by adding a new Code section to read as follows:

"1-3-12.

(a)(1) Notwithstanding any provision of law to the contrary, as of July 1, 2025, all local laws and local ordinances or resolutions in effect as of such date that provide for a salary, supplement, or other compensation to be paid to a state, county, or local officer, official, or employee based on a percentage of, total compensation for, or similar mathematical relationship to any superior court judge's salary, supplement, or other compensation shall be suspended as a matter of law with respect to any increase in the salary, supplement, or other compensation paid to a superior court judge during the term of such suspension;

provided, however, that such suspension shall not be applicable to any local law or local ordinance or resolution adopted after July 1, 2025.

(2) During the period of the suspension provided for in paragraph (1) of this subsection:

(A) No change in the salary of a superior court judge shall result in a change in the calculation of any compensation to be paid to a state, county, or local officer, official, or employee by any county, municipality, consolidated government, or other political subdivision; and

(B) The compensation paid to any state, county, or local officer, official, or employee whose compensation is expressly based on a percentage of, total compensation for, or similar mathematical relationship to a superior court judge's salary, supplement, or other compensation shall remain at the same amount as provided at the beginning of such period of suspension, unless and until such suspension terminates with respect to such individual pursuant to paragraph (1) of subsection (b) of this Code section or the compensation paid to any such state, county, or local officer, official, or employee is modified pursuant to subsection (c) of this Code section.

(3) The provisions of this subsection shall not repeal or amend any local law or local ordinance or resolution, but the provisions of local laws or local ordinances or resolutions related to calculating compensation based on a superior court judge's salary, supplement, or other compensation shall be merely suspended and shall remain suspended with respect to any change in such compensation until such suspension is lifted or such compensation is modified pursuant to subsection (b) or (c) of this Code section with respect to a given public officer, official, or employee.

(b)(1) As of July 1, 2026, the suspension provided for in subsection (a) of this Code section shall be terminated with respect to all judges. Any salary or compensation change for a judge that otherwise would have gone into effect between July 1, 2025, and June 30, 2026, by operation of a local law or local ordinance or resolution if such suspension had not been in effect shall become effective for calculations of such judge's

prospective salary or other compensation that may be earned on or after July 1, 2026, unless the local law or local ordinance or resolution that provides for a salary, supplement, or other compensation to be paid to such judge is repealed prior to July 1, 2026, or is amended, prior to July 1, 2026, to expressly modify the terms of such judge's compensation.

(2) The suspension provided for in subsection (a) of this Code section shall remain in place for all officers, officials, and employees described in paragraph (1) of subsection (a) of this Code section other than judges, unless and until the compensation payable to any such other officer, official, or employee is modified pursuant to subsection (c) of this Code section.

(3) The termination of a suspension provided for in subsection (a) of this Code section shall not entitle any person to retroactive compensation that he or she otherwise may have earned except for such suspension, and no such retroactive payments shall be made.

(c)(1) Nothing in this Code section shall operate to prevent the General Assembly from at any time repealing or amending, in whole or in part, any local law that is suspended pursuant to subsection (a) of this Code section, and any such repeal or amendment shall become effective in the time and manner stated in the law implementing such repeal or amendment, without regard to the suspension provided for in this Code section.

(2) Nothing in this Code section shall operate to prevent a county, municipality, consolidated government, or other political subdivision from, at any time, enacting any salary, supplement, or other compensation changes for any state, county, or local officer, official, or employee if otherwise authorized by general or local law, and any such change shall become effective in the time and manner stated in such lawful enactment, without regard to the suspension provided for in this Code section.

(3) In no event shall any action described in paragraph (1) or (2) of this subsection:

(A) Authorize the payment of or entitle any superior court judge to any salary supplement or any locality pay in excess of the limits set forth in Code Section 15-6-29.2; or

(B) Authorize the payment of or entitle any person to retroactive compensation that he or she otherwise may have earned except for any period of suspension.

(d) The General Assembly finds that increases to superior court judges' compensation that become effective on or after July 1, 2025, may automatically trigger increases to other public officers, officials, and employees for whom existing legislation automatically ties their compensation to that of superior court judges and that these automatic increases in compensation would generally result in sudden financial hardship for local governments. Accordingly, it is the intent of this Code section that:

(1) The salary of any state, county, or local officer, official, or employee whose salary, supplement, or other compensation is based on a percentage of, total compensation for, or similar mathematical relationship to a superior court judge's salary or supplement shall, during the period of any such suspension imposed by this Code section, remain the same as such salary, supplement, or other compensation was at the beginning of such period;

(2) Such state, county, or local officer, official, or employee shall continue to receive such salary, supplement, or other compensation during the period of such suspension at the same rate or amount as at the beginning of such period; and

(3) The amount of such salary, supplement, or other compensation shall remain unchanged until the occurrence of an event described in subsections (a) through (c) of this Code section, which includes:

(A) Such suspension being terminated pursuant to this Code section;

(B) With respect to a salary, supplement, or other compensation set by local law, the General Assembly takes some affirmative action to set the salary, supplement, or other compensation by repealing or amending, in whole or in part, any local law that is

250 suspended pursuant to subsection (a) of this Code section and such repeal or
251 amendment becomes effective; or
252 (C) With respect to a salary, supplement, or other compensation set by local ordinance
253 or resolution, the county, municipality, consolidated, or other local government takes
254 some affirmative action to set the salary, supplement, or other compensation and such
255 action becomes effective."

256 **SECTION 7.**

257 This Act shall become effective on July 1, 2025.

258 **SECTION 8.**

259 All laws and parts of laws in conflict with this Act are repealed.

Superior Court Judicial Compensation Reform Act- HB 85

- Introduction and Background
- Summary of provisions
- Current financial outlays
- Other Considerations
- Decisions and Next Steps
- Questions/Discussion

Introduction and Background

- **Effective July 1, 2025**
- **Provides reforms to compensation received by Superior Court Judges, aligning the salary to United States District Court for the Northern Division**
- **Current Superior Court Judges may make an irrevocable election to receive this new salary plus any county provided “locality pay” or maintain current compensation structure as of June 30, 2025; requires Counties to fund any gap in salary if opt in election results in overall lower compensation to the current Superior Court Judge (i.e. cannot result in a reduction of pay)**
- **Introduces optional locality pay (not to exceed the lesser of 10% of state salary or \$20,106) in lieu of County Supplements; locality pay must be approved by the BOC.**

Introduction and Background

- **Eliminates County Supplements to new Superior Court Judges on or after July 1, 2025; allows Chief Judge supplement (currently \$6k) to remain if already in place on June 30, 2025**
- **Suspends impact to any other state, county, local office , official or employee including State Court Judges who salaries are based upon Superior Court Judges compensation until July 1, 2026**
- **Fringe benefits may continue to be provided in the same manner they are provided as on June 30, 2025**
- **Authorizes but does not require provision of retirement benefits based upon the locality pay**

Summary of Provisions

- **Fulton County currently provides an annual supplement of \$72,112 to 20 Superior Court judges.**
- **Locality pay, if enacted, would not exceed \$20,106 per Judge at the maximum % allowed. The percentage/amount needed to maintain the Superior Court Judges current total compensation is \$15,843 or 7.88%**
- **Fulton County provides health, vision and dental insurance to 11 judges at an estimated cost of \$159,431 for 2025. The Judges are eligible to receive benefits from the state instead**
- **No Superior court judges are participating in the DB plan but 16 are participating in the DC Plan based upon their county supplement**

Current vs New Structure Financial Outlays

Current vs New Structure Equal to Current Salary					HB 85			County Savings Superior and State Court
Current		Current	Current	Current	HB 85 State	HB 85 Locality Pay (County paid)	HB 85 Total	
State paid	County paid	County paid	Total	Total				Difference
Superior Court (20 judges) \$	144,790.30	72,112.00	216,902.30	216,902.30	201,060.00	15,842.30	216,902.30	- \$ 1,125,394.00
State Court (10 Judges)	-	200,625.00	200,625.00	200,625.00	-	191,007.00	191,007.00	(9,618.00) 96,180.00
Totals								\$ 1,221,574.00

Current vs New Structure Equal to Maximum Locality Pay					HB 85			County Savings Superior and State Court
Current		Current	Current	Current	HB 85 State	HB 85 Locality Pay (County paid)	HB 85 Total	
State paid	County paid	County paid	Total	Total				Difference
Superior Court (20 judges) \$	144,790.30	72,112.00	216,902.30	216,902.30	201,060.00	20,106.00	221,166.00	4,263.70 \$ 1,040,120.00
State Court (10 Judges)	-	200,625.00	200,625.00	200,625.00	-	191,007.00	191,007.00	(9,618.00) 96,180.00
Totals								\$ 1,136,300.00

Other Considerations

- **Unintended financial impact on State Judge's compensation**
 - 95% of Superior Court Judges state plus County supplement, but not locality pay per 2017 Ga. L 3948.
 - HB 85's "suspension period" which the County Attorney's office interprets as a mechanism to prevent any erosion of State Court Judge compensation regardless of Superior Court Judges compensation structure until July 1, 2026.
 - If only one seated Superior Court Judge continues to receive a county supplement, that amount would remain the 95% benchmark for all State Court Judges.
 - As of July 1, 2026, if all Superior Court Judges opt in to locality pay and there are no county supplements paid, each State Court Judge could see compensation reductions of up to \$9,618 annually, as locality pay is not included in the 95% calculation.

Other Considerations

- **Further Considerations for County Pension Plan**
 - If permitted by law, refine County provisions of Defined Contribution Plan regarding eligibility for new Superior Court, State Court, Juvenile Court Judges and District Attorney, Public Defender and Superior Court officials who are either County employees or officials for the State of Georgia
- **Ancillary Benefit Considerations (Retiree Health Care)**
 - If permitted by law, refine policy for eligibility for new Superior Court, State Court and Juvenile Court Judges, and District Attorney, Public Defender and Superior Court officials who are either County employees or officials for the State of Georgia

Decisions and Next Steps

- Does the Board desire to offer locality pay to Superior Court judges? If so, in what amount or percentage.
- Does the Board desire to continue Superior Court judges' participation in the County's fringe benefit plans, (pension, health) and based on what type of compensation (locality pay)?
- Does the Board want to reduce future County supplements to other State funded positions if State compensation increases, including other Judges, Clerk of Superior Court, Solicitor, Sheriff, and District Attorney personnel who receive a county supplement?
- Memorialize these decisions by Board Resolution?

Questions and Discussion



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0406

Meeting Date: 6/4/2025

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

Discussion: Clerk of Court Passport Fees: Disclosure and Reporting Update on process and procedures **(Ellis) (HELD ON 5/21/25)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0435

Meeting Date: 6/4/2025

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

Discussion: Follow-up to Resolution for Overtime Pay for Detention Services and Other Incentives.
(Ellis)



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0436

Meeting Date: 6/4/2025

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

Discussion: Sanctuary List **(Ellis)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0437

Meeting Date: 6/4/2025

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

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