

1 A RESOLUTION AMENDING RESOLUTION #22-0546 TO AUTHORIZE THE
2 DONATION OF \$500,000.00 TO THE ATLANTA TECHNICAL COLLEGE
3 FOUNDATION, INC. (“THE ATC FOUNDATION”) INSTEAD OF THE ATLANTA
4 TECHNICAL COLLEGE (“ATC”) TO REFLECT THE DONATION TO THE
5 FOUNDATION TO SUPPORT ATC’S EXPANSION OF ITS COMMERCIAL DRIVER’S
6 LICENSE PROGRAM (THE “PROGRAM”) IN FULTON COUNTY, GEORGIA, TO
7 ENHANCE ECONOMIC OPPORTUNITIES FOR THE CITIZENS OF FULTON COUNTY,
8 GEORGIA; DIRECTING THE COUNTY MANAGER AND COUNTY ATTORNEY TO
9 NEGOTIATE A CONTRACT BETWEEN FULTON COUNTY AND THE ATC
10 FOUNDATION REGARDING THE USE OF SAID FUNDS FOR THE PROGRAM;
11 AUTHORIZING THE FULTON COUNTY FINANCE DEPARTMENT TO EXPEND SUCH
12 FUNDS AFTER THE COUNTY MANAGER IDENTIFIES THE SOURCE OF SAID
13 FUNDING UNDER THE APPROVED COUNTY BUDGET; AND FOR OTHER
14 PURPOSES.

15 **WHEREAS**, the Atlanta Technical College (“ATC”) is a public technical college
16 located in Atlanta, Georgia, that is part of the Technical College System of Georgia
17 (“TCSG”) that provides educational services for Fulton and Clayton Counties; and

18 **WHEREAS**, ATC’s Economic Development Division provides training programs
19 and services designed to meet the needs of Georgia’s businesses, industries and
20 individuals in Fulton and Clayton Counties through training and developing solutions to
21 the challenges facing Georgia’s businesses, particularly in developing a skilled workforce;
22 and

23 **WHEREAS**, ATC is the only technical college in Atlanta that offers transportation
24 and logistics programs without a designated training facility to teach the necessary skills
25 for commercial truck driving and warehousing; and

26 **WHEREAS**, Fulton County and ATC are interested in expanding ATC’s existing
27 commercial driver’s education program to provide a CDL training and testing site to train
28 Fulton County residents, and others, to operate vehicles requiring a commercial driver’s
29 license (“CDL”) to operate; and

30 **WHEREAS**, on August 3, 2022, through Resolution No. 22-0546, a copy of which
31 is attached hereto as Exhibit A, the Board of Commissioners approved funding in the

1 amount of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) to ATC for a
2 CDL training and testing site which will create and enhance opportunities for countless
3 Fulton County residents to obtain a commercial driver's license that will benefit their lives
4 and the communities in which they reside; and

5 **WHEREAS**, this new CDL testing site will increase the available enrollment by five
6 times, offer expanded programming to include Class B box truck driver training, and
7 enhance day and evening class options for ATC students; and

8 **WHEREAS**, the Atlanta Technical College Foundation, Inc. ("the Foundation") is a
9 501(c)3 nonprofit with the mission to provide support to ATC and the programs and
10 activities carried out by ATC; and

11 **WHEREAS**, the Foundation's stated purpose is to acquire, retain, invest and
12 administer funds exclusively for the benefit of ATC; and

13 **WHEREAS**, ATC has recently requested that Fulton County's funding for the
14 expansion of ATC's commercial driver's education program that was approved via
15 Resolution 22-0546, be provided to the ATC Foundation instead of ATC because the
16 Foundation was created to acquire, retain, invest and administer funds exclusively for the
17 benefit of ATC; and

18 **WHEREAS**, the Board of Commissioners finds that providing the previously
19 approved funding to the ATC Foundation in lieu of ATC is consistent with the purpose for
20 which the County provided the funding; and

21 **WHEREAS**, Fulton County Code of Laws ("FCC") § 1-117 gives the Board of
22 Commissioners exclusive authority over the affairs of the County; and

23 **WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, Fulton County is authorized and
24 empowered under the laws of the State of Georgia to appropriate money for the making
25 of any grant or contribution for purely charitable purposes, with such purposes being
26 defined to include educational purposes; and

1 **WHEREAS**, pursuant to FCC § 2-152, the County Manager has the duty “to
2 conduct, supervise and administer all county affairs, subject only to the general law, to
3 rules prescribed by the [Board of Commissioners], and subject to the right of the [Board
4 of Commissioners] to review, repeal or modify any action of the [County Manager] which
5 is contrary to the general law or such rules ...”; and

6 **WHEREAS**, the Board of Commissioners finds that it is in the best interest of
7 Fulton County, Georgia for the County Manager and the County Attorney to negotiate a
8 contract between the ATC Foundation and Fulton County related to the expansion of
9 ATC’s commercial driving program with Fulton County and the contribution of an amount
10 not to exceed \$500,000.00 towards the program.

11 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
12 amends Resolution #22-0546 to authorize the donation of \$500,000.00 to the ATC
13 Foundation instead of the ATC to reflect the donation to support ATC’s expansion of its
14 commercial driver’s license program in Fulton County, Georgia, to enhance economic
15 opportunities for the citizens of Fulton County, Georgia.

16 **BE IT FURTHER RESOLVED**, that the Board of Commissioners hereby directs
17 and authorizes the County Manager and the County Attorney to negotiate a contract
18 between the Atlanta Technical College Foundation, Inc. and Fulton County and the
19 contribution of an amount not to exceed \$500,000.00 towards the program, attached
20 hereto in substantial form as Exhibit B.

21 **BE IT FURTHER RESOLVED**, the Chairman is hereby authorized to execute the
22 contract and related documents, after this contract is approved as to form by the County
23 Attorney, who is authorized to make necessary modifications thereto prior to execution
24 by the Chairman.

25 **BE IT FURTHER RESOLVED**, that the Finance Department is hereby authorized
26 to expend funding under the contract with the ATC Foundation from a funding source
27 identified by the County Manager under the approved FY2023 County Budget.

Exhibit A

1 A RESOLUTION AUTHORIZING THE DONATION OF \$500,000.00 TO ATLANTA
2 TECHNICAL COLLEGE (“ATC”) IN SUPPORT OF ATC’S EXPANSION OF ITS
3 COMMERCIAL DRIVER’S LICENSE PROGRAM (THE “PROGRAM”) IN FULTON
4 COUNTY, GEORGIA TO ENHANCE ECONOMIC OPPORTUNITIES FOR THE
5 CITIZENS OF FULTON COUNTY, GEORGIA; DIRECTING THE COUNTY MANAGER
6 AND COUNTY ATTORNEY TO NEGOTIATE AN INTERGOVERNMENTAL
7 AGREEMENT BETWEEN FULTON COUNTY AND ATC REGARDING THE USE OF
8 SAID FUNDS FOR THE PROGRAM; AUTHORIZING THE FULTON COUNTY
9 FINANCE DEPARTMENT TO EXPEND SUCH FUNDS AFTER THE COUNTY
10 MANAGER IDENTIFIES THE SOURCE OF SAID FUNDING UNDER THE APPROVED
11 COUNTY BUDGET; AND FOR OTHER PURPOSES.

12 **WHEREAS**, a major priority of Fulton County, Georgia is to investigate, study, and
13 undertake ways and means of promoting and encouraging prosperous economic
14 development and protection of business, industry, and commerce within Fulton County,
15 Georgia; and

16 **WHEREAS**, the Atlanta Technical College (“ATC”) is a public technical college
17 located in Atlanta, Georgia that is part of the Technical College System of Georgia
18 (“TCSG”) that provides educational services for Fulton and Clayton Counties; and

19 **WHEREAS**, ATC’s Economic Development Division provides training programs
20 and services designed to meet the needs of Georgia’s businesses, industries and
21 individuals in Fulton and Clayton Counties through training and developing solutions to
22 the challenges facing Georgia’s businesses, particularly in developing a skilled workforce;
23 and

24 **WHEREAS**, the metro-Atlanta area is a transportation hub, with ready access to
25 airports and interstates; and

26 **WHEREAS**, ATC estimates that the number of jobs in this field is expected to
27 increase by 14% nationally and 16% in the State of Georgia over the next several years;
28 and

29 **WHEREAS**, according to ATC, estimated salaries in this field start at \$40,000.00
30 a year; and

1 **WHEREAS**, Fulton County and ATC are interested in expanding ATC's
2 commercial driver's education to train Fulton County residents, and others, to operate
3 vehicles requiring a commercial driver's license to operate; and

4 **WHEREAS**, the Board of Commissioners finds that providing funding in an amount
5 up to Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) to ATC will create
6 and enhance opportunities for countless Fulton County residents to obtain a commercial
7 driver's license that will benefit their lives and the communities in which they reside; and

8 **WHEREAS**, Fulton County Code of Laws ("FCC") § 1-117 gives the Board of
9 Commissioners exclusive authority over the affairs of the County; and

10 **WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, Fulton County is authorized and
11 empowered under the laws of the State of Georgia to appropriate money for the making
12 of any grant or contribution for purely charitable purposes, with such purposes being
13 defined to include educational purposes; and

14 **WHEREAS**, pursuant to FCC § 2-152, the County Manager has the duty "to
15 conduct, supervise and administer all county affairs, subject only to the general law, to
16 rules prescribed by the [Board of Commissioners], and subject to the right of the [Board
17 of Commissioners] to review, repeal or modify any action of the [County Manager] which
18 is contrary to the general law or such rules ..."; and

19 **WHEREAS**, the Board of Commissioners finds that it is in the best interest of
20 Fulton County, Georgia for the County Manager and the County Attorney to negotiate an
21 Intergovernmental Agreement between ATC and Fulton County related to the expansion
22 of ATC's commercial driving program with Fulton County and the contribution of an
23 amount not to exceed \$500,000.00 towards the program.

24 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
25 directs and authorizes the County Manager and the County Attorney to negotiate an
26 Intergovernmental Agreement between the Atlanta Technical College and Fulton County
27 and the contribution of an amount not to exceed \$500,000.00 towards the program.

1 **BE IT FURTHER RESOLVED**, the Chairman is hereby authorized to execute the
2 Intergovernmental Agreement and related documents, after this Intergovernmental
3 Agreement is approved as to form by the County Attorney, who is authorized to make
4 necessary modifications thereto prior to execution by the Chairman.

5 **BE IT FURTHER RESOLVED**, that the Finance Department is hereby authorized
6 to expend funding under the Intergovernmental Agreement with the Atlanta Technical
7 College from a funding source identified by the County Manager under the approved
8 County Budget.

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

12 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
13 Georgia, this 3rd day of August, 2022.

FULTON COUNTY BOARD OF COMMISSIONERS

Sponsored by:

Robert L. Pitts

Robert L. Pitts, Chairman

Khadijah Abdur-Rahman
Khadijah Abdur-Rahman
Commissioner, District 6

ATTEST:

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



APPROVED AS TO FORM:

Y. Soo Jo
Y. Soo Jo, County Attorney

ITEM # 22-0546 RM 8 B 2
REGULAR MEETING

Exhibit B

**CONTRACT FOR SERVICES BETWEEN FULTON COUNTY, GEORGIA
AND THE ATLANTA TECHNICAL COLLEGE FOUNDATION, INC.**

THIS CONTRACT FOR SERVICES (“Contract”) entered this _____ day of June 2023, is between **FULTON COUNTY, GEORGIA**, a political subdivision of the state of Georgia (“Fulton County” or the “County”), and **THE ATLANTA TECHNICAL COLLEGE FOUNDATION, INC.** a Georgia nonprofit corporation (“The ATC Foundation”).

WHEREAS, pursuant to O.C.G.A. § 36-1-19.1, Fulton County is authorized and empowered under the laws of the State of Georgia to enter contracts for services with individuals, organizations, and institutions, for purely charitable reasons to include educational purposes, provided that the activities funded by any such contributions shall take place within the county making the contribution; and

WHEREAS, the Atlanta Technical College (“ATC”) is a public technical college located in Atlanta, Georgia, that is part of the Technical College System of Georgia (“TCSG”) that provides educational services for Fulton and Clayton Counties; and

WHEREAS, ATC’s Economic Development Division provides training programs and services designed to meet the needs of Georgia’s businesses, industries and individuals in Fulton and Clayton Counties through training and developing solutions to the challenges facing Georgia’s businesses, particularly in developing a skilled workforce; and

WHEREAS, ATC is the only technical college in Atlanta that offers transportation and logistics programs without a designated training facility to teach the necessary skills for commercial truck driving and warehousing; and

WHEREAS, Fulton County and ATC are interested in expanding ATC’s commercial driver’s education program to provide a CDL training and testing site to train Fulton County residents, and others, to operate vehicles requiring a commercial driver’s license (“CDL”) to operate; and

WHEREAS, on August 3, 2022, through Resolution 22-0546, the Board of Commissioners approved funding in an amount of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) to ATC for a CDL training and testing site which will create and enhance opportunities for countless Fulton County residents to obtain a commercial driver’s license that will benefit their lives and the communities in which they reside; and

WHEREAS, this new CDL testing site will increase the available enrollment by five times, offer expanded programming to include Class B box truck driver training, and enhance day and evening class options for ATC students; and

WHEREAS, The ATC Foundation is a 501(c)(3) nonprofit corporation whose mission is to provide support to ATC and the programs and activities carried out by ATC; and

WHEREAS, The ATC Foundation’s stated purpose is to acquire, retain, invest and administer funds exclusively for the benefit of ATC; and

WHEREAS, ATC has requested that the funding for the expansion of ATC’s commercial driver’s education program be provided to The ATC Foundation instead of ATC because the Foundation was created to acquire, retain, invest and administer funds exclusively for the benefit of ATC; and

WHEREAS, on June 21, 2023, the Board of Commissioners amended Resolution 22-0546 to reflect ATC’s request that the funding be awarded to the ATC Foundation for the benefit of ATC; and

WHEREAS, the ATC Foundation guarantees, by and through this Contract, that it shall expend the funds under this Contract for the expansion of ATC’s commercial driver’s education program to provide a CDL training and testing site to train Fulton County residents, and others, to operate vehicles requiring a commercial driver’s license (“CDL”), consistent with the Contract provisions outlined in Section 1.0 and Attachment “A” hereunder.

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

1.0 STATEMENT OF WORK

The ATC Foundation for the benefit of ATC will utilize the compensation provided by the County to help with the expansion of ATC’s commercial driver’s education program in Fulton County as further described in Attachment “A”.

2.0 COMPENSATION FOR SERVICES AND WORK

The County shall pay not more than \$500,000.00 for the services under this Contract. The payment shall be made in one (1) lump sum after the full execution of this Contract. The ATC Foundation agrees to submit invoices and documentation supporting the services performed for the monies expended to the Director of the County’s Select Fulton Department by December 31, 2023, as required in Attachment “A,” Scope of Work. Two (2) copies of the documentation shall be included with each submission.

3.0 TERM OF CONTRACT

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of this Contract shall be upon execution through December 31, 2023 (the “Term”), unless otherwise terminated first by the County. The ATC Foundation shall utilize the County’s funding only for services which are included within the scope of Sections 1.0 and 2.0 and Attachment “A” of this Contract.

4.0 IMPROPER EXPENDITURES

Any item of expenditure by the ATC Foundation under the terms of this Contract which is found by auditors, investigators, or other authorized representatives of Fulton County to be improper, unallowable, in violation of federal or state law or the terms of this Contract, or involving any fraudulent, deceptive, or misleading representations or activities of the ATC Foundation, shall become the ATC Foundation’s liability, to be paid by the ATC Foundation from funds other than

those provided by Fulton County under this Contract.

5.0 TERMINATION OF CONTRACT

5.1 TERMINATION OF CONTRACT FOR CAUSE

Either the County or the ATC Foundation may terminate this Contract in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the Contract. Any party seeking to terminate this Contract is required to give seven (7) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the Contract. The party receiving such notice under this provision shall have seven (7) days after receipt of service of the notice to correct the violation. If performance is not made, the Contract shall, upon expiration of said seven (7) days from the date notice is delivered, be suspended, or terminated without further notice. Notice of termination shall be delivered by hand delivery, certified mail with receipt for delivery returned to the sender, or delivery by a nationally recognized overnight delivery service.

5.2 TERMINATION FOR CONVENIENCE OF THE COUNTY

Notwithstanding any other provisions, the County may terminate this Contract for its convenience at any time by giving at least seven (7) days prior notice in writing (hand delivery or certified mail with receipt) to The ATC Foundation.

5.3 RETURN OF UNUSED FUNDS

At the end of the Term or in the event that this Contract is terminated, for any reason by the County or the ATC Foundation, the ATC Foundation shall immediately return any unused funds to the County.

6.0 RECORDS, REPORTS AND AUDITS

The ATC Foundation shall maintain accounts and records, including personal property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be requested by the County to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to the County or its representative(s), and shall be retained for at least three (3) years after expiration of this Contract or completion of the program unless permission to destroy them is granted by the County. The ATC Foundation's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County laws, rules, and regulations.

7.0 INSPECTION OF FILES AND RECORDS

Fulton County shall at all reasonable times have access to the pertinent offices and books and records of the ATC Foundation for inspection of the activities performed and expenses incurred under this Contract.

8.0 PUBLICITY

Any favorable publicity given to the services provided in Attachment "A" following the execution of this Contract must identify Fulton County prominently as a sponsoring agency. Specifically, in all publications referencing the services funded under this Contract, the ATC Foundation agrees to display and make known that the services were assisted under the auspices of Fulton County.

9.0 ASSIGNMENT OF CONTRACT

The ATC Foundation shall not make any purported assignment of this Contract, any part thereof, or the funds, or delegate the duties herewith without prior written consent of the County.

10.0 CONFLICT OF INTEREST

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

11.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION

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

12.0 HOLD HARMLESS/ INDEMNIFICATION

The ATC Foundation hereby warrants, represents, covenants and agrees to indemnify and save and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by, or asserted against, such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the ATC Foundation, its agents, employees, officers and directors. The ATC Foundation does further hereby agree to release, indemnify, defend, and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting therefrom), loss, claim or damage sustained by the ATC Foundation's agents and employees, without regard

to negligence. The language of this indemnification clause shall survive the termination of this Contract.

13.0 VARIATIONS OR MODIFICATIONS TO CONTRACT

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

14.0 GOVERNING LAW

This Contract shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

[CONTINUED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each party attests that the individual(s) executing the Contract on its behalf has both express and apparent authority to bind the respective entity to the terms and conditions of the Contract and has hereto caused the Contract to be executed and delivered on this, the _____ day of _____, 2023.

The Atlanta Technical College Foundation, Inc.

Attest:

[add signatory's name]
The Atlanta Technical College Foundation, Inc.

(Signature)

Name (Typed or Printed)

Title

Fulton County, Georgia

Attest:

Robert L. Pitts, Chairman
Board of Commissioners

Tonya R. Grier
Clerk to the Commission

Approved as to Content:

Approved as to Form:

Samir Abdullahi, Director, Select Fulton
Department of Economic Development

Office of the County Attorney

ATTACHMENT “A” SCOPE OF WORK

THE ATLANTA TECHNICAL COLLEGE FOUNDATION, INC.

In consideration of the not to exceed amount of FIVE HUNDRED THOUSAND (\$500,000.00) allocated to The Atlanta Technical College Foundation, Inc. (“The ATC Foundation”) as part of the Fulton County FY2023 Budget, the ATC Foundation agrees to utilize the County’s funding to expand the Atlanta Technical College’s commercial driver’s education program to provide a commercial driving training and testing site to train Fulton County residents, and others, to operate vehicles requiring a commercial driver’s license (“CDL”) to operate.

By December 31, 2023, the ATC Foundation shall submit invoices to the County reflecting that the ATC Foundation has utilized the County’s funding to provide the services outlined above. All invoices submitted to verify eligible expenses are subject to review and approval by the Director of Select Fulton. Such invoices shall be provided to:

Samir Abdullahi, Director of Select Fulton
Fulton County Department of Economic Development
141 Pryor Street, SW
Suite 2052 (Peachtree Level)
Atlanta, Georgia 30303

[https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Select Fulton/ATC Contract/Contract - Atlanta Technical College Foundation](https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Select%20Fulton/ATC%20Contract/Contract%20-%20Atlanta%20Technical%20College%20Foundation)
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