

**FULTON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING**

July 12, 2023
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)
Natalie Hall, 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**23-0436 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 Regular Meeting Agenda for separate consideration.

23-0437 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Lester Caldwell, III Remembrance Day." **(Arrington)**
May 20, 2023

Proclamation recognizing "Bennie Anderson Remembrance Day." **(Hall)**
June 20, 2023

Proclamation recognizing "Sheriff Melody M. Maddox Appreciation Day." **(Hall)**
June 24, 2023

Proclamation recognizing "DA Fani T. Willis Appreciation Day." **(Hall)**
June 24, 2023

Proclamation recognizing "KIPP WAYS Academy Family and Friends Appreciation Day." **(Abdur-Rahman)**
June 24, 2023

Proclamation recognizing "The Honorable Cathelene Tina Robinson Appreciation Day." **(Abdur-Rahman/BOC)**
June 30, 2023

Proclamation recognizing "Pastor Wayne C. Thompson Remembrance Day." **(Pitts)**
June 30, 2023

Proclamation recognizing "Sistagraphy Appreciation Day." **(Arrington)**
July 3, 2023

Proclamation recognizing "Dorothy Underwood Appreciation Day." **(Arrington)**
July 24, 2023

Commissioners' District Board Appointments**23-0438 Board of Commissioners****FULTON COUNTY HIV/AIDS PREVENTION, CARE, AND POLICY ADVISORY COMMITTEE**

The Advisory Committee shall have the following members: Each Commissioner shall appoint two members. Such appointees shall be residents of or work in Fulton County, and shall have experience or expertise in public health, HIV prevention and/or care, or be otherwise deemed qualified to serve as an advisory committee member. The Advisory Committee has the discretion to create subcommittees to assist it with the assigned tasks. The members of these subcommittees do not have to fulfill the residency restrictions imposed on the appointed members of the Advisory Committee. Appointees to the Advisory Committee shall serve three-year terms at the discretion of the appointing Commissioner, and members may continue to serve beyond his/her term until a successor is appointed.

Term = 3 Years

Terms below expired: June 7, 2023

Ken Adcox (**Hausmann**)

Zina M. Age (**Carn**)

Daniel D. Driffin (**Arrington**)

Robert (Bob) W. Gibeling (**Morris**)

Jeff Graham (**Pitts**)

Matt Pieper (**Ellis**)

Jordan C. Raymond (**Pitts**)

Malcolm Reid (**Hausmann**)

Anne C. Spaulding (**Carn**)

John R. Warchol (**Morris**)

Commissioner Abdur-Rahman has nominated Dana Pace for a District appointment to a term ending June 7, 2026.

23-0439 Board of Commissioners
FULTON COUNTY REPARATIONS TASK FORCE

The Reparations Task Force shall have the following members: Each Commissioner shall appoint two (2) members, for a total of 14 members. Each member shall be a resident of Fulton County at the time of the appointment. A member shall serve for a two-year term and subject to removal by the appointing Commissioner for cause. No member's term shall exceed that of the appointing Commissioner but shall remain as a voting member until replaced or reappointed by the successive Commissioner.

Term = 2 Years

Terms below expire: 12/31/2023

Elon Butts Osby (**Morris**)
Marcus Coleman (**Arrington**)
Tamika Jackson (**Pitts**)
Dr. Bernice King (**Hall**)
Rodney Littles (**Abdur-Rahman**)
Amanda Meng (**Barrett**)
Mike Russell (**Thorne**)
Michael Simanga (**Abdur-Rahman**)
Dr. Karcheik Sims-Alvarado (**Hall**)
Shanti Vissa (**Resigned**) (**Vacant**) (**Hausmann**)

Commissioner Thorne has nominated Donté L. Thompson to replace Shanti Vissa for a District appointment to an unexpired term ending December 31, 2023.

23-0440 Board of Commissioners
ANIMAL WELFARE HEARING BOARD

The Animal Welfare Hearing Board shall consist of seven (7) members appointed by the Board of Commissioners. Each Commissioner shall appoint one member to serve for two years. Thereafter, all members may be appointed for an additional term of three years and until their successors are appointed.

Term = 2 Years/3 Years

Terms below expire: 12/31/2023

Al McDaniel (**Resigned**) (**Morris**)
K.E. Levy (**Pitts**)
Ms. Kathy Crawford (**Hall**)

Commissioner Barrett has nominated Katie Factor to replace Al McDaniel for a District appointment to an unexpired term ending December 31, 2023.

Open & Responsible Government**23-0441 Finance**

Ratification of June 2023 Grants Activity Report.

Health and Human Services**23-0442 Department for HIV Elimination**

Request approval of a Resolution appointing the GY2023-GY2024 Metropolitan Atlanta HIV Health Services Planning Council members by Chairman Robb Pitts in his role as the Chief Elected Official for purposes of the Ryan White HIV/AIDS Program.

Justice and Safety**23-0443 Juvenile Court**

Request approval to renew an existing contract - Juvenile Court, 22RFP048A-CJC, Specific Evidence-Based Delinquency Prevention Programming in the amount up to \$384,860.00 with Evidence-Base Associates, LLC (Powder Springs, GA) to provide ART-Aggressive Replacement Therapy; Trauma-Focused Cognitive Behavioral Therapy (TF-CBT); Functional Family Therapy (FFT) and Multisystemic Therapy (MST). This action exercises the first of two renewal options. One renewal option remains. Effective July 1, 2023, through June 30, 2024. 100% Grant funded.

23-0444 District Attorney

Request approval of an award without competition - District Attorney, 2022 Bureau of Justice Assistance (BJA), Office of Justice Programs (OJP), Community Based Violence Intervention and Prevention Initiative, Award Number 15PBJA-22-GG-04732-CVIP with the Fellowship of Christian Athletes named as a sub-awardee in the Grant in an amount not to exceed \$172,116.00. Effective upon BOC approval through the term of the Grant. 100% grant funded.

23-0445 District Attorney

Request approval of an award without competition - District Attorney, 2022 Bureau of Justice Assistance (BJA), Office of Justice Programs (OJP), Community Based Violence Intervention and Prevention Initiative, Award Number 15PBJA-22-GG-04732-CVIP with Up Therapy and Publications, LLC named as a sub-awardee in the Grant in an amount not to exceed \$172,116.00. Effective upon BOC approval through the term of the Grant. 100% grant funded.

23-0446 District Attorney

Request approval of an award without competition - District Attorney, 2022 Bureau of Justice Assistance (BJA), Office of Justice Programs (OJP), Community Based Violence Intervention and Prevention Initiative, Award Number 15PBJA-22-GG-04732-CVIP with Atlanta Police Foundation named as a sub-awardee in the Grant in an amount not to exceed \$171,000.00. Effective upon BOC approval through the term of the Grant. 100% grant funded.

23-0447 District Attorney

Request approval of an award without competition - District Attorney, Department of Justice's Bureau of Justice Assistance (BJA) BJA National Sexual Assault Kit Initiative (SAKI) Grant, Grant Award No. 15PBJA-21-GG-04323-SAKI, with the Atlanta Police Department named as a sub-awardee in the Grant in an amount not to exceed \$744,802.20. Effective upon BOC approval through the term of the Grant. 100% grant funded.

23-0448 District Attorney

Request approval of an award without competition - District Attorney, 2022 Bureau of Justice Assistance (BJA), Office of Justice Programs (OJP), Community Based Violence Intervention and Prevention Initiative, Award Number 15PBJA-22-GG-04732-CVIP with CHRIS 180 named as a sub-awardee in the Grant in an amount not to exceed \$171,000.00. Effective upon BOC approval through the term of the Grant. 100% grant funded.

REGULAR MEETING AGENDA**23-0449 Board of Commissioners**

Adoption of the Regular Meeting Agenda.

23-0450 Clerk to the Commission

Ratification of Minutes.

Regular Meeting Minutes, June 7, 2023

Recess Meeting Post Agenda Minutes, June 21, 2023

Special Called Meeting Post Agenda Minutes, June 21, 2023

23-0451 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "Dr. Joseph Henry Beasley Appreciation Day."
(Arrington)

Proclamation recognizing "Muslim American Heritage Month." **(Abdur-Rahman)**

PUBLIC HEARINGS**23-0452 Board of Commissioners**

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

COUNTY MANAGER'S ITEMS**Open & Responsible Government****23-0453 County Manager**

Presentation of the Fulton County Operational Report.

23-0454 Finance

Request approval of a Resolution setting proposed 2023 Millage Rates for the General Fund at 9.3724 mills in accordance with O.C.G.A. § 48-5-32.1(A)(9); authorizing advertisement of the proposed General Fund millage rate of 9.3724 mills along with the five-year millage rate history and advertisement of the dates for the required public hearings; authorizing the Chairman of the Board of Commissioners to sign the pending appeals - for properties other than public utilities for the tax year 2023 to allow the Digest to be submitted to the State Department of Revenue; and Authorizing the County Attorney to petition the Superior Court of Fulton County for an order authorizing the immediate and temporary collection of 2023 taxes pursuant to O.C.G.A. § 48-5-310, if it becomes necessary.

23-0455 Finance

Request approval of July 12, 2023 Budget Soundings.

23-0158 Human Resources Management

Request approval of the proposed plan design to extend a childcare/elder care benefit to eligible employees as part of Fulton County's benefits package.

23-0456 Human Resources Management

Request approval of revisions to the Lateral Transfer Policy - 317-16.

23-0457 External Affairs

Request approval for Fiscal Agent Agreement between Fulton County, Georgia for the benefit of, and on behalf of, the Fulton County Reparations Taskforce with Atlanta University Center Consortium (AUCC) to facilitate the study of empirical data on behalf of the Fulton County Reparations Taskforce. Amount \$210,000.00. Effective upon approval and continue through December 31, 2023, but subject to automatic renewal from January 1, 2024 through December 31, 2024, unless sooner terminated. The County Attorney is authorized to approve the Agreement as to form and to make necessary modifications thereto prior to execution.

23-0458 Real Estate and Asset Management

Request approval to increase the spending authority - Department of Real Estate and Asset Management, 22ITB134621K-JAJ, Roof Maintenance, Repair, and Replacement Services Countywide, in the amount of \$494,624.40 with Ideal Building Solutions, LLC (Norcross, GA), to provide replacement and installation of new roof system at the Evelyn G. Lowrey Library at Cascade located at 3665 Cascade Road, Atlanta, GA 30312. Effective upon BOC approval until satisfactory completion as determined by Fulton County.

Arts and Libraries**23-0459 Arts and Culture**

Request approval of five (5) contracts related to the FY2023 Special Projects Commissioner Initiatives Arts Funding recommendations totaling \$134,000.00 for the following organizations: Alpharetta Symphony Orchestra (\$9,000.00), Music South Corporation, d/b/a African American Philharmonic Orchestra (\$15,000.00), Music Education Group (\$75,000.00), Johns Creek Symphony Orchestra (\$20,000.00), and Q. Parker Legacy Foundation (\$15,000.00). Funds have been identified and are available in the Department of Arts & Culture's FY 2023 budget.

Health and Human Services**23-0460 Senior Services**

Request approval to increase the spending authority - Senior Services, 23RFP137278A-CJC - Comprehensive Nutrition Care in an amount not to exceed \$1,134,963.80 with Open Hand Atlanta, Inc. (Atlanta, GA) to provide congregate and home delivered meals, meal delivery, nutrition education and nutrition counseling for Fulton County residents aged 60 and above. Effective upon BOC approval.

Justice and Safety**23-0461 State Court**

Request approval to increase the spending authority, State Court, Substance Use Disorder ("SUD") monitoring in the amount of \$180,000.00 with Avertest, LLC, (Richmond, VA) to provide SUD monitoring services delivered via Aversys, a proprietary web-based application, drug testing services and products for the Fulton County DUI Treatment Court. Effective January 1, 2023 to September 25, 2023.

COMMISSIONERS' ACTION ITEMS**23-0383 Board of Commissioners**

Request approval of an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article 2 (County Governing Authority), Division 2 (Rules of Order and Procedure), Section 101-66 (b)(1) of the Fulton County Code of Ordinances in order to impose a distribution requirement before a member of the Fulton County Board of Commissioners may place a proposed Resolution or Ordinance on the Agenda for consideration or final vote; to require that the proposed Resolution or Ordinance appear as a discussion item at the first meeting in which it is introduced and voted on at the second meeting; and for other purposes. **(Arrington) (HELD ON 6/7/23 AND 6/21/23)**

23-0384 Board of Commissioners

Request approval of an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article 2 (County Governing Authority), Division I (Generally), to create a new section 101-75 of the Fulton County Code of Laws to provide a fair, open and transparent procedure for the Board of Commissioners to make Full Board Appointments to various Boards, Commissions, Taskforces, Committees, Councils and Authorities affiliated with, or operating on behalf of Fulton County, Georgia; and for other purposes. **(Arrington) (HELD ON 6/7/23 AND 6/21/23)**

23-0462 Board of Commissioners

Request approval of a Resolution to exercise Fulton County's Home Rule Powers to amend Local Law 2019 Ga. L. 4181 to clarify the process for appointing members of the Fulton County Board of Registration and Elections (BRE); and for other purposes. **(Arrington)**

23-0431 Board of Commissioners

Request approval of an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article II (County Governing Authority Division 1 (Generally), subsection 101-38(a) of the Fulton County Code of Resolutions relating to budgetary controls for members of the Board of Commissioners to provide for the inclusion of paid interns as a permissible use of Commissioners' budgets, and for other purposes. **(Hall) (MOTION TO APPROVE FAILED ON 6/21/23)**

23-0463 Board of Commissioners

Request approval of an Ordinance to amend the General Provisions and County Governing Authority to create a new Section 101-76 of the Fulton County Code of Laws to define and provide a procedure for the Board of Commissioners to make District nominations to the various Bords, Commissions, Taskforces, Committees, Councils and Authorities affiliated with, or operating on behalf of Fulton County, Georgia; and for other purposes. **(Barrett)**

23-0464 Board of Commissioners

Request approval of a Resolution authorizing the County Manager and the County Attorney to negotiate and present to the Board of Commissioners an Intergovernmental Agreement (IGA) between Fulton County, Georgia, the city of Atlanta, Georgia, and the Atlanta Board of Education to share in the costs related to an independent audit of the appraised value of certain commercial properties located within Fulton County, Georgia, and for other purposes. **(Barrett)**

23-0465 Board of Commissioners

Request approval of a Resolution amending Resolution #22-0546 to authorize the donation of \$500,000.00 to the Atlanta Technical College Foundation, Inc. ("The ATC Foundation") instead of the Atlanta Technical College ("ATC") to reflect the donation to the foundation to support ATC's expansion of its commercial driver's license program (the "program") in Fulton County, Georgia, to enhance economic opportunities for the citizens of Fulton County, Georgia; directing the County Manager and County Attorney to negotiate a contract between Fulton County and the ATC Foundation regarding the use of said funds for the program; authorizing the Fulton County Finance Department to expend such funds after the County Manager identifies the source of said funding under the approved County budget; and for other purposes. **(Pitts)**

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS**Open & Responsible Government****23-0466 Human Resources Management**

Presentation of Fulton County's new Mental Health Resiliency Program.

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS

23-0467 Board of Commissioners

Discussion: Open and Transparent Government **(Thorne)**

23-0468 Board of Commissioners

Discussion: Ordinance to Amend the Rules of Order and Procedure of the Fulton County Code of Ordinances to change the Recess Meeting on the third Wednesday of each month to a Committee of the Whole Work Session; to define the rules for the Committee of the Whole Work Session; to change the process for adding items to the Regular Agenda of the Regular Meetings; and for other purposes. **(Barrett)**

EXECUTIVE SESSION

23-0469 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.: 23-0437

Meeting Date: 7/12/2023

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Lester Caldwell, III Remembrance Day." **(Arrington)**
May 20, 2023

Proclamation recognizing "Bennie Anderson Remembrance Day." **(Hall)**
June 20, 2023

Proclamation recognizing "Sheriff Melody M. Maddox Appreciation Day." **(Hall)**
June 24, 2023

Proclamation recognizing "DA Fani T. Willis Appreciation Day." **(Hall)**
June 24, 2023

Proclamation recognizing "KIPP WAYS Academy Family and Friends Appreciation Day."
(Abdur-Rahman)
June 24, 2023

Proclamation recognizing "The Honorable Cathelene Tina Robinson Appreciation Day."
(Abdur-Rahman/BOC)
June 30, 2023

Proclamation recognizing "Pastor Wayne C. Thompson Remembrance Day." **(Pitts)**
June 30, 2023

Proclamation recognizing "Sistagraphy Appreciation Day." **(Arrington)**
July 3, 2023

Proclamation recognizing "Dorothy Underwood Appreciation Day." **(Arrington)**
July 24, 2023



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0441

Meeting Date: 7/12/2023

Department

Finance

Requested Action

Ratification of June 2023 Grants Activity Report.

Requirement for Board Action

Grants Policy A(10): All grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners' 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.

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

The Fulton County June 2023 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period June 1, 2023 through June 30, 2023. Fulton County departments report the following grants activity:

- Applications Submitted/Pending: 6 (\$6,563,924.00 + \$481,675.00)
- Applications Awarded: 1 (\$443,313.00 + \$0 Cash Match)

The following Strategic Priority Areas are Impacted by June 2023 grant applications:

- Justice and Safety
- Health and Human Services

The Fulton County June 2023 Grants Activity Report (GAR) Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through June 30, 2023. Fulton County departments report the following grants activity:

- Total Applications Submitted/Pending: 43 (\$31,515,872.04 + \$1,169,157.72 Cash Match)
- Total Applications Awarded: 23 (\$7,770,456.24 + \$690,594.40 Cash Match)
- Total Grant Applications Denied: 0 (\$0.00 + No Cash Match)

Department Recommendation: Department recommends ratification of the June 2023 Grants Activity Report (GAR).



FULTON COUNTY FY2023 GRANTS ACTIVITY REPORT June 2023

Presented to:
Fulton County Board of Commissioners
Wednesday, July 12, 2023
Recess Meeting

Provided by: Fulton County Finance Department, Grants Administration Division



Exhibit 1: Board Grants Ratification Summary

Grants Submitted and/or Awarded

June 1, 2023 - June 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 June 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 June 1, 2023 Through June 30, 2023 Requiring BOC Ratification

| Dept. | Grantor | Grant Title | Grant Description | Funds Requested | County Match | Status |
|--|--|---|---|-------------------------|-------------------|---------|
| JUSTICE AND SAFETY | | | | | | |
| POLICE SHERIFF MARSHAL | Department of Justice | Bulletproof Vest Program | Request approval to apply and accept the Department of Justice Grant in the amount of \$399,175.00, which will cover 50% of the costs of NJI (National Institute of Justice)-approved bulletproof vests for Fulton County law enforcement officers. This grant will be shared by three Fulton County Departments: Police(\$16,650.00), Sheriff (\$375,100.00) and Marshal (\$7,425.00). County Cash Match: \$399,175.00 | \$ 399,175.00 \$ | 399,175.00 | Pending |
| Subtotal: | | | | \$ 399,175.00 \$ | 399,175.00 | |
| HEALTH AND HUMAN SERVICES | | | | | | |
| Behavioral Health and Developmental Disabilities | Georgia Department of Behavioral Health and Developmental Disabilities | HIV Services | Request approval to apply and accept a repeat grant from the Georgia Department of Behavioral Health and Developmental Disabilities in the amount of \$150,000.00 to support HIV Early Intervention services to Fulton County residents by providing resources, prevention education, risk reduction counseling, substance abuse services and HIV testing. The grant period is from July 1, 2023 thru June 30, 2024. No County Cash Match. | \$ 150,000.00 \$ | - | Pending |
| Behavioral Health and Developmental Disabilities | Georgia Department of Behavioral Health and Developmental Disabilities | Permanent Supportive Housing | Request approval to accept a repeat grant from the Georgia Department of Behavioral Health and Developmental Disabilities in the amount of \$443,313.00 to support the adult behavioral health and adult addictive diseases program for eligible indigent residents of Fulton County with permanent supportive housing for their transition back into the community. The grant period is from July 1, 2023 thru June 30, 2024. No County Cash Match. | \$ 443,313.00 \$ | - | Awarded |
| Behavioral Health and Developmental Disabilities | Georgia Department of Behavioral Health and Developmental Disabilities | Suicide Prevention Program | Request approval to apply and accept a new grant from the Georgia Department of Behavioral Health and Developmental Disabilities in the amount of \$750,000.00 to support suicide prevention services and support and empowerment program for up to 150 veterans. The program will provide wraparound support services to address complex needs associated with behavioral health, housing, employment, benefits, and social and family connections. The grant period is October 01, 2023 thru September 30, 2024. No County Cash Match. | \$ 750,000.00 \$ | - | Pending |
| Behavioral Health and Developmental Disabilities | Georgia Department of Behavioral Health and Developmental Disabilities | Adult Reentry Program | Request approval to apply and accept a new grant from the Georgia Department of Behavioral Health and Developmental Disabilities in the amount of \$1,999,750.00 to provide services for up to 200 males exiting the Fulton County jail. The program will target individuals with substance abuse charges and will provide wrap around services, transitional housing, and community connections. The grant period is September 30, 2023 thru Spetember30, 2028. No County Cash Match. | \$ 1,999,750.00 \$ | - | Pending |
| Behavioral Health and Developmental Disabilities | Department of Justice | Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP) | Request approval to apply and accept a repeat grant from the Department of Justice in the amount of \$1,599,999.00 to support the promotion of public safety, and access to substance abuse disorder treatment and recovery services. The program will train new law enforcement officers, and provide intensive care navigation for at least 425 diverted participants, increase access to recovery housing, and provide deflection outreach to targeted areas of high crime in North and South Fulton. The grant period is September 30, 2023 thru September 30, 2026. No County Cash Match. | \$ 1,599,999.00 \$ | - | Pending |

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2023 June 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 June 1, 2023 Through June 30, 2023 Requiring BOC Ratification | | | | | | |
|--|--|---|---|---------------------------|----------------------|---------------|
| Dept. | Grantor | Grant Title | Grant Description | Funds Requested | County Match | Status |
| Behavior Health and Developmental Disabilities | US Department of Health and Human Services- (Substance Abuse and Mental Health Services Administration) SAMHSA | Early Diversion of Adults and Youth Program | Request approval to apply and accept a new grant from the US Department of Health and Human Services (Substance Abuse and Mental Health Services Administration) in the amount of \$1,665,000.00 to provide adolescents with evidence based intervention and support for mental health concerns, reduce and prevent involvement with the justice system, stop escalation of community violence and restore peace within middle and high schools. The program will provide services to up to 1,080 Fulton County youth between ages 13-18 years old. The grant period is September 30, 2023 thru September 30, 2028. County Cash Match: \$82,500.00 | \$ 1,665,000.00 \$ | \$ 82,500.00 | Pending |
| | | | Subtotal: | \$ 6,608,062.00 \$ | \$ 82,500.00 | |
| | | | ARTS AND LIBRARIES | Subtotal: \$ - \$ | \$ - | |
| | | | INFRASTRUCTURE AND ECONOMIC DEVELOPMENT | | | |
| | | | OPEN AND RESPONSIBLE GOVERNMENT | | | |
| | | | REGIONAL LEADERSHIP | | | |
| | | | TOTAL: | \$ 7,007,237.00 \$ | \$ 481,675.00 | |



Exhibit 2: All Grants Activity

Cumulative Through June 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 JUNE 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 | | | | | | |
|----------------------------|---------------------|-------------------------|---|--|-------------------------|-------------------------|
| | Prior Period Grants | Prior Period Funds | Current Period Grants: 6/1/2023-6/30/2023 | Current Period Funds: 6/1/2023-6/30/2023 | Cumulative Total Grants | Cumulative Total Funds |
| ^All Grants | | | | | | |
| Grants Pending | 37 | \$ 24,951,948.04 | 6 | \$ 6,563,924.00 | 43 | \$ 31,515,872.04 |
| Grants Awarded^ | 22 | \$ 7,327,143.24 | 1 | \$ 443,313.00 | 23 | \$ 7,770,456.24 |
| Grants Denied** | 0 | \$ - | - | \$ - | 0 | \$ - |
| Cash Match Requested-2023 | - | \$ 1,378,077.12 | - | \$ 481,675.00 | - | \$ 1,859,752.12 |
| Total: | 59 | \$ 33,657,168.40 | 7 | \$ 7,488,912.00 | 66 | \$ 41,146,080.40 |

| ALL GRANTS AWARDED, NEW VS. RENEWAL | | | | | | |
|--|---------------------|------------------------|---|--|-------------------------|------------------------|
| | Prior Period Grants | Prior Period Funds | Current Period Grants: 6/1/2023-6/30/2023 | Current Period Funds: 6/1/2023-6/30/2023 | Cumulative Total Grants | Cumulative Total Funds |
| All Grants Awarded | | | | | | |
| New Grant Awards^ | 6 | \$ 3,662,595.00 | 0 | \$ - | 6 | \$ 3,662,595.00 |
| Renewal/Repeat Grant Awards | 16 | \$ 3,664,548.24 | 1 | \$ 443,313.00 | 17 | \$ 4,107,861.24 |
| Total: | 22 | \$ 7,327,143.24 | 1 | \$ 443,313.00 | 23 | \$ 7,770,456.24 |

| ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA | | | | | | |
|--|---------------------|------------------------|---|--|-------------------------|------------------------|
| | Prior Period Grants | Prior Period Funds | Current Period Grants: 6/1/2023-6/30/2023 | Current Period Funds: 6/1/2023-6/30/2023 | Cumulative Total Grants | Cumulative Total Funds |
| All Grants Awarded | | | | | | |
| Competitive Grant Awards | 10 | \$ 3,984,411.00 | 0 | \$ - | 10 | \$ 3,984,411.00 |
| Formula Grant Awards^^ | 12 | \$ 3,342,732.24 | 1 | \$ 443,313.00 | 13 | \$ 3,786,045.24 |
| Total: | 22 | \$ 7,327,143.24 | 1 | \$ 443,313.00 | 23 | \$ 7,770,456.24 |

*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.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0442

Meeting Date: 7/12/2023

Department

Department for HIV Elimination

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

Request approval of a Resolution appointing the GY2023-GY2024 Metropolitan Atlanta HIV Health Services Planning Council members by Chairman Robb Pitts in his role as the Chief Elected Official for purposes of the Ryan White HIV/AIDS Program.

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

Title XXVI of the Public Health Service Act, as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 and Section 2602(b)(1) of the PHS Act.

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: Recommend approval of a resolution (attached) appointing the GY2023-GY2024 Metropolitan Atlanta HIV Health Services Planning Council members by Chairman Robb Pitts in his role as the Chief Elected Official for Purposes of the Ryan White HIV/AIDS Program (RWHAP). RWHAP Part A funds go to local areas that have been hit hardest by the HIV epidemic known as Eligible Metropolitan Areas (EMAs). RWHAP Part A funds go to the chief elected official (CEO) of the major city or county government in the EMA - in this case Fulton County and the Chairman of the Board of Commissioners. Section 2602(b)(1) of the PHS Act requires the CEO to “establish or

designate an HIV health services planning council that shall reflect in its composition the demographics of the population of individuals with HIV/AIDS in the eligible area involved, with particular consideration given to disproportionately affected and historically underserved groups and subpopulations.” It is a legislative requirement and programmatic expectation that planning council membership reflect the demographics of the population of individuals with HIV in the EMA. Special consideration must be given to historically underserved populations and those experiencing significant disparities in access to services. It is a legislative requirement and programmatic expectation that no less than 33 percent of members be people with HIV who receive RWHAP Part A services (in the case of minors, this would include their caregivers) and who are unaffiliated with subrecipient provider agencies. Planning council membership must meet these requirements to ensure a representative planning body. The Metropolitan Atlanta HIV Health Services Planning Council serves as the required planning council for the Atlanta EMA. The Chairman appoints members to the Metropolitan Atlanta HIV Health Services Planning Council based upon recommendations of the Membership Committee of the Planning Council which develops a roster that ensures that legislative requirements and programmatic expectations are met. A copy of the planning council reflectiveness form is attached.

Community Impact: The Metropolitan Atlanta HIV Health Services Planning Council will meet the legislative and programmatic expectations related to membership and will function to fulfill the mandated roles of the Planning Council. A document outlining the planning council requirements is attached.

Department Recommendation: The Department for HIV Elimination recommends approval of a resolution (attached) appointing the GY2023-GY2024 Metropolitan Atlanta HIV Health Services Planning Council members by Chairman Robb Pitts in his role as the Chief Elected Official for Purposes of the Ryan White HIV/AIDS Program (RWHAP).

Project Implications: In the absence of a health services planning council the EMA would be ineligible to receive Ryan White HIV/AIDS Program funding.

Community Issues/Concerns: The Department for HIV Elimination is not aware of any community issues/concerns regarding the agenda item.

Department Issues/Concerns: There are no Department issues/concerns regarding the agenda item.

Fiscal Impact / Funding Source

Funding Line 1:

N/A

**A RESOLUTION ESTABLISHING THE APPOINTMENT OF THE FY2023 – FY2024
METROPOLITAN ATLANTA HIV HEALTH SERVICES PLANNING COUNCIL
(RYAN WHITE PART A) MEMBERS**

WHEREAS, Title XXVI of the Public Health Service Act, as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 and Section 2602(b)(1) requires the Chief Elected Official of the jurisdiction identified to receive Ryan White funding (Eligible Metropolitan Area) to establish or designate an HIV health services planning council; and

WHEREAS, Fulton County is the jurisdiction that administers programs under the Ryan White HIV/AIDS Program (RWHAP) on behalf of the Atlanta Eligible Metropolitan Area (EMA) and the Chairman of the Board of Commissioners of Fulton County serves as the Chief Elected Official (CEO) for purposes of the RWHAP; and

WHEREAS, the Metropolitan Atlanta HIV Health Services Planning Council was established in 1991 to serve as the required health services planning council in accordance with legislative requirements and programmatic expectations; and

WHEREAS, the Metropolitan Atlanta HIV Health Services Planning Council has been established to perform planning activities for the Ryan White Part A Program, as well as the planning coordination of services as specified in the Statewide Coordinated Statement of Need, while complying with the Ryan White HIV/AIDS Program legislative and programmatic requirements; and

WHEREAS, the Metropolitan Atlanta HIV Health Services Planning Council meets the legislative and programmatic expectation that planning council membership reflect the demographics of the population of individuals with HIV in the EMA. Special consideration must be given to historically underserved populations and those experiencing significant disparities in access to services; and

WHEREAS, it is a legislative requirement and programmatic expectation that no less than 33 percent of members be people with HIV who receive RWHAP Part A services (in the case of minors, this would include their caregivers) and who are unaffiliated with subrecipient provider agencies, and

WHEREAS, the Metropolitan Atlanta HIV Health Services Planning Council shall cover the twenty county service area known as the Atlanta Eligible Metropolitan Area (EMA): Barrow, Bartow, Carroll; Cherokee; Clayton; Cobb; Coweta; DeKalb; Douglas; Fayette; Forsyth; Fulton; Gwinnett; Henry; Newton; Paulding; Pickens; Rockdale; and Spalding; and

WHEREAS, the Metropolitan Atlanta HIV Health Services Planning Council shall include at least one member to separately represent each of the 15 designated membership categories outlined in Section 2602(b)(2) of the PHS Act; and

WHEREAS, the Chief Elected Official appoints the Planning Council Members through an Open Nominations process mandated through the Health Resources and Services Administration and codified within the Bylaws of the Metropolitan Atlanta HIV Health Services Planning Council; and

WHEREAS, the Planning Council year runs commensurate with the Ryan White Part A grant year, commencing on March 1st of each year and ending the last day of February of the following year; and

WHEREAS, Fulton County Board of Commissioners Chairman, Robb Pitts, in his capacity as the Chief Elected Official of Fulton County, appoints the attached membership roster of the FY2023 – FY2024 Metropolitan Atlanta HIV Health Services Planning Council to actively represent and participate in the duties of the Planning Council within the Metropolitan Atlanta Eligible Metropolitan Area (EMA); and

WHEREAS, members were seated by Chairman Pitts on March 16, 2023 at a regularly scheduled Planning Council meeting; and

WHEREAS, Chairman Pitts has named Bruce Garner as Chair, Daniel Driffin as 1st Vice-Chair, and Masonia Traylor as 2nd Vice-Chair for the FY2023-FY2024 Planning Council year, and other Committee, Task Force, Caucus, and Initiative Chairs shall be named by the Planning Council Chair; and

WHEREAS, The Metropolitan Atlanta HIV Health Services Planning Council shall consist of 55 members who serve as voting members, the extended membership shall consist of unlimited at-large members who serve on the Planning Council's Committees; and

WHEREAS, The Metropolitan Atlanta HIV Health Services Planning Council voting members for Grant Year 2023 are: Andrea Steward, Anthony Merritt, Barry Sermons, Brandon Pruitt, Bruce Garner, Carol Chateau, Cheryl Gannaway, Cody Henry, Corey Stallworth, Cortney Smith, Daniel D Driffin, Darie Wolfson, Darryl Branch, David Buckhalter, David Reznik, Deasia Gaston, Deb Bauer, Delitta "Chanel" Scott-Dixon, Don M. Green, Donnie Gillum, Eric D Thompson, Greg Smith, Harvinder Makkar, Jean Goffaux, Jeff Graham, Jenetter Richburg, Joey Helton, John Burnett, Jonathan Harris, Katherine Lovell, Katrina Barnes, Kevin English, Larry Lehman, Latoyna Withers, Leroy Braxton, Lomia Sharpe, Malcolm Reid, Masonia Traylor, Melanie Thompson, Michael Morris, Nakeisa Jackson, Nicole Roebuck, Reggie Dunbar, Roderick Omar Mayes, Sanjay Sharma, Spencer Burton -Webb, Steven McMillian, Tim Webb, Tim Young, Travis Walker, Tyrone Pollard III, Tyvion Roberts, Yasmine Hunter, Zina Age.

WHEREAS, The Metropolitan Atlanta HIV Health Services Planning Council shall provide as needed reports to the Chief Elected Official regarding the impact and effectiveness of policies and recommendations implemented within the framework of the Planning Council;

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners hereby accepts this resolution establishing the federally mandated appointment of the FY2023 – FY2024 Metropolitan Atlanta HIV Health Services Planning Council by the Chief Elected Official of Fulton County; and

BE IT FINALLY RESOLVED, that this Resolution shall become effective when adopted, and that all resolutions and provisions of the Code of Laws in conflict with this Resolution are hereby repealed to the extent of the conflict.

SO PASSED AND ADOPTED, THIS ____ day of _____, 2023

**BOARD OF COMMISSIONERS
OF FULTON COUNTY, GEORGIA**

By: _____
Robert L. Pitts, Chairman

ATTEST:

By: _____
Tonya R. Grier
Clerk to Commission

APPROVED AS TO FORM:

By: _____

Planning Council/Planning Body Reflectiveness

(Use HIV/AIDS Prevalence data as reported in your FY 2023 Application)

| Race/Ethnicity | HIV Prevalence in EMA/TGA | | Total Members of the PC/PB | | Unaffiliated RWHAP Part A Clients on PC/PB | |
|-------------------------------|---------------------------|--------------------------------|----------------------------|--------------------------------|--|--------------------------------|
| | Number | Percentage (include % with #) | Number | Percentage (include % with #) | Number | Percentage (include % with #) |
| White, not Hispanic | 6643 | 15.49% | 13 | 24.07% | 3 | 16.67% |
| Black, not Hispanic | 29668 | 69.16% | 38 | 70.37% | 15 | 83.33% |
| Hispanic | 3547 | 8.27% | 0 | 0.00% | 0 | 0.00% |
| Asian/Pacific Islander | 278 | 0.65% | 1 | 1.85% | 0 | 0.00% |
| American Indian/Alaska Native | 19 | 0.04% | 0 | 0.00% | 0 | 0.00% |
| Multi-Race | 2209 | 5.15% | 1 | 1.85% | 0 | 0.00% |
| Other/Not Specified | 533 | 1.24% | 1 | 1.85% | 0 | 0.00% |
| Total | 42897 | 100% | 54 | 100% | 18 | 100% |
| Gender | | | | | | |
| Gender | Number | Percentage (include % with #) | Number | Percentage (include % with #) | Number | Percentage (include % with #) |
| Male | 33758 | 78.76% | 36 | 66.67% | 13 | 72.22% |
| Female | 8394 | 19.58% | 17 | 31.48% | 4 | 22.22% |
| Transgender: male-to-female | 653 | 1.52% | 1 | 1.85% | 1 | 5.56% |
| Transgender: female-to-male | 26 | 0.06% | 0 | 0.00% | 0 | 0.00% |
| Additional gender identity | 29 | 0.07% | 0 | 0.00% | 0 | 0.00% |
| Total | 42860 | 100% | 54 | 100% | 18 | 100% |
| Age | | | | | | |
| Age | Number | Percentage (include % with #) | Number | Percentage (include % with #) | Number | Percentage (include % with #) |
| 13-19 years | 165 | 0.38% | 0 | 0.00% | 0 | 0.00% |
| 20-29 years | 4641 | 10.82% | 4 | 7.41% | 2 | 11.11% |
| 30-39 years | 10915 | 25.44% | 10 | 18.52% | 3 | 16.67% |
| 40-49 years | 8974 | 20.92% | 15 | 27.78% | 5 | 27.78% |
| 50-59 years | 10813 | 25.21% | 13 | 24.07% | 3 | 16.67% |
| 60+ years | 7389 | 17.22% | 12 | 22.22% | 5 | 27.78% |
| Total | 42897 | 100% | 54 | 100% | 18 | 100% |



Dear Ryan White HIV/AIDS Program Part A Recipients:

This letter provides clarification on the Health Resources and Services Administration, HIV/AIDS Bureau’s (HRSA HAB) expectations of a required community input process for Ryan White HIV/AIDS Program (RWHAP) Part A awards. The Chief Elected Official, as the recipient of RWHAP Part A funds, is ultimately responsible for establishing the planning body to spearhead the development of a comprehensive HIV service system for the Eligible Metropolitan Area or Transitional Grant Area (EMA/TGA) through a planning council (PC) or planning body (PB).

Section 2602(b) of Title XXVI of the Public Health Service Act outlines the roles and responsibilities of the PC. Section 2609(d)(1) outlines the requirement for TGAs to have a formal community input process to formulate the overall plan for priority setting and resource allocations in TGAs.

This program letter clarifies HRSA HAB requirements and expectations for the PC/PB. Unless otherwise noted, the requirements and expectations apply to both PCs and PBs.

**Roles and Responsibilities-
Priority Setting and Resource
Allocation**

Priority Setting and Resource Allocations (PSRA) is the single most important legislative responsibility of a PC/PB, and greatly influences the system of HIV care in the EMA/TGA. The PSRA process must prioritize all RWHAP HIV core medical and support services annually.
[2602(b)(4)(C)] and 2602(d)(1)]

PC Membership

The PC must include a representative from each of the 13 legislatively required membership categories. The PC must also include at least one member to separately represent each of the designated membership categories (unless no entity from that category exists in the EMA/TGA). Separate representation means each PC member can fill only one legislatively required membership category at any given time, even if qualified to fill more than one. There are only three situations that allow one person to represent two membership categories. PC members must reflect the demographics of the population of individuals with HIV in the jurisdiction. Additionally, no less than 33 percent of PC membership must be comprised of unaffiliated clients receiving RWHAP Part A services in the jurisdiction.
[2602(b)(2)]

PB Membership

At a minimum, the PB must include representatives of the various stakeholders in the TGA, and must reflect the demographics of the population of individuals with HIV in the jurisdiction. Additionally, no less than 33 percent of PB membership must be comprised of unaffiliated clients receiving RWHAP Part A services in the jurisdiction.

Term Limits

To ensure the PC/PB are reflective of the demographics of the population of individuals with HIV in the jurisdiction, HRSA HAB expects the PC/PB to establish term limits and membership rotations.

Separation of PC/PB and Recipient Roles

A separation of PC/PB and recipient roles is necessary to avoid conflicts of interest. The legislation prohibits PC public deliberations to be “chaired solely by an employee of the grantee.” [2602 (7)(A)]. A recipient representative, whose position is funded with RWHAP Part A funds, provides in-kind services, or has significant involvement in the RWHAP Part A grant, shall not occupy a seat in the PC/PB, nor have a vote in the deliberations of the PC/PB.

If you have any questions regarding the information outlined in this letter, please consult your project officer.

Sincerely,

/s/ Chrissy Abrahms Woodland, MBA

Chrissy Abrahms Woodland, MBA
Director
Division of Metropolitan HIV/AIDS Programs



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0443

Meeting Date: 7/12/2023

Department

Juvenile Court

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

Request approval to renew an existing contract - Juvenile Court, 22RFP048A-CJC, Specific Evidence-Based Delinquency Prevention Programming in the amount up to \$384,860.00 with Evidence-Base Associates, LLC (Powder Springs, GA) to provide ART-Aggressive Replacement Therapy; Trauma-Focused Cognitive Behavioral Therapy (TF-CBT); Functional Family Therapy (FFT) and Multisystemic Therapy (MST). This action exercises the first of two renewal options. One renewal option remains. Effective July 1, 2023, through June 30, 2024. 100% Grant funded.

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

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

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

The Juvenile Court recommends the contract with Evidence-Based Associates, LLC for implementing FFT, ART, TF-CBT, and MST evidence-based services to court-involved children and families is renewed.

Scope of Work: The Juvenile Court recommends the contract with Evidence-Based Associates, LLC for implementing FFT, ART, TF-CBT, and MST evidence-based services to court-involved children and families is renewed. The Fulton County Juvenile Court (FCJC) seeks to further its mission to rehabilitate children and restore families through the continued provision of evidence based therapeutic treatment and intensive in-home family-based services to children who meet prescribed eligibility criteria and who otherwise would potentially be committed to placements outside of their home environment. These support services include family/group reintegration and prevention services, as well as psychological evaluations; ART-Aggressive Replacement Therapy, Trauma Focused Cognitive Behavioral Therapy (TF-CBT), Functional Family Therapy (FFT) and Multi-Systemic Therapy (MST), an intensive family and community based treatment program that addresses the environmental systems that impact chronic and violent juvenile offenders, including their homes and families; schools and teachers; and neighbors and friends.

Community Impact: Court involved youth, their families and Fulton County at-large are positively affected when Court involved youth and where applicable, their families, receive evidence-based services. The services provided result in a reduction in juvenile delinquency re-offense rates and empowers Court involved youth and their families to use newly acquired pro-social skills in their communities.

Department Recommendation: The Juvenile Court recommends approval.

Project Implications: No future implications exist.

Community Issues/Concerns: No issues have been raised.

Department Issues/Concerns: The Department does not have concerns.

Contract Modification

| Current Contract History | BOC Item | Date | Dollar Amount |
|--------------------------|----------|------------|---------------|
| Original Award Amount | 23-0187 | 03/15/2023 | \$396,707.00 |
| 1st Renewal | | | \$384,860.00 |
| Total Revised Amount | | | |

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

Contract Value: \$750,000.00
Prime Vendor: Evidence Based Associates
Prime Status: Non-Minority
Location: Powder Springs, GA
County: Cobb County
Prime Value: \$255,000.00 or 34.00%

Subcontractor: Grace Harbor
Sub Status: Non-Minority
Location: Peachtree City, GA

Agenda Item No.: 23-0443

Meeting Date: 7/12/2023

County: Fayette County
Subcontractor Value: \$495,000.00 or 66.00%

Total Contract Value: \$750,000.00 or 100.00%
Total Certified Value: \$00.00

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

Exhibit 1: Contract Renewal Agreement

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

JoShonda Guerrier, Interim Chief Administrative Officer, Juvenile Court, 404.612.7521

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$396,707.00
Previous Adjustments: None
This Request: 384, 860.00
TOTAL: \$384, 860.00

Grant Information Summary

Amount Requested: \$384, 860.00 Cash
Match Required: No match In-Kind
Start Date: July 01, 2023 Approval to Award
End Date: June 30, 2024 Apply & Accept
Match Account \$: No match

Fiscal Impact / Funding Source

Funding Line 1:

Contingent upon BOC approval

| Key Contract Terms | |
|----------------------|---------------------|
| Start Date: 7/1/2023 | End Date: 6/30/2024 |

Agenda Item No.: 23-0443

Meeting Date: 7/12/2023

| | |
|-----------------------------|---|
| Cost Adjustment: N/A | Renewal/Extension Terms: TV Renewal Options |
|-----------------------------|---|

Overall Contractor Performance Rating: 4-Excellent

Would you select/recommend this vendor again?

Yes

Report Period Start:
7/1/2023

Report Period End:
6/30/2024



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Juvenile Court

BID/RFP# NUMBER: 22RFP048A-CJC

BID/RFP# TITLE: Specific Evidence Based Delinquency Prevention Programming

ORIGINAL APPROVAL DATE: March 15, 2023

RENEWAL EFFECTIVE DATES: July 01, 2023 through June 30, 2024

RENEWAL OPTION #: 1 of 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$ 384,860.00

COMPANY'S NAME: Evidence Based Associates

ADDRESS: 2436 Steinbeck Lane

CITY: Powder Springs

STATE: Georgia

ZIP: 30127

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE: **BOC NUMBER:**

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

EVIDNECE BASED ASSOCIATES

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Nicole Janer
Director of operations

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

JoShonda Guerrier, Interim Chief
Administrative Officer
Juvenile Court

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

| | |
|---|---|
| ITEM#: _____ RCS: _____ RECESS MEETING | ITEM#: _____ RM: _____ REGULAR MEETING |
|---|---|



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

| | | | |
|------------------------|-------------------|-----------------------|---------------------|
| Report Period Start | Report Period End | Contract Period Start | Contract Period End |
| March 15, 2023 | June 30, 2023 | March 15, 2023 | June 30, 2023 |
| Purchaser Order Number | | Purchase Order Date | |
| 405 22RFP0484-CJC | | March 15,2023 | |
| Department | | | |
| Juvenile Court | | | |
| Bid Number | | Service Commodity | |
| 22RFP048A-CJC | | Professional Services | |
| Contractor | | | |

Performance Rating


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

| | |
|--|--|
| 1. Quality of Goods/Services | (Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification) |
| <input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4 | Comments: Evidence Based Associates has provided outstanding service to the families and the Court. |

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



| | | |
|----------------------------------|---|---|
| 3. Business Relations | | (Responsiveness to Inquires – Prompt Problem Notifications) |
| <input type="radio"/> | 0 | Comments |
| <input type="radio"/> | 1 | |
| <input type="radio"/> | 2 | |
| <input type="radio"/> | 3 | |
| <input checked="" type="radio"/> | 4 | |
| 4. Customer Satisfaction | | (Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions) |
| <input type="radio"/> | 0 | Comments |
| <input type="radio"/> | 1 | |
| <input type="radio"/> | 2 | |
| <input type="radio"/> | 3 | |
| <input checked="" type="radio"/> | 4 | |
| 5. Contractors Key Personnel | | (Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed) |
| <input type="radio"/> | 0 | Comments |
| <input type="radio"/> | 1 | |
| <input type="radio"/> | 2 | |
| <input type="radio"/> | 3 | |
| <input checked="" type="radio"/> | 4 | |

| | | | |
|---|---|-----------------------------|--------------|
| Overall Performance Rating | 4.00 | Date | May 18, 2023 |
| Would you select/recommend this vendor again? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | |
| Rating completed by: | Tomiko D. Williams | | |
| Department Head Name: | JoShonda Guerrier | | |
| Department Head Signature |  | | |

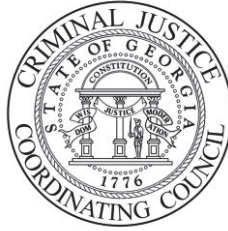
After completing the form:
 Submit to Purchasing
 Print a copy for your records
 Save the form

Submit

Print

Save

BRIAN P. KEMP
GOVERNOR



JAY NEAL
DIRECTOR

June 21, 2023

The Honorable Juliette Wiltshire Scales
Fulton County Juvenile Court
Judge Romae T. Powell Juvenile Justice Center
395 Pryor Street SW
Atlanta, Georgia 30312

Dear Judge Scales,

Congratulations! I am pleased to inform you that the Criminal Justice Coordinating Council has awarded a grant to Fulton County in the amount of **\$484,313** effective July 1, 2023.

Attached to the email, you will find the award documentation for this state-funded grant award. This year, awardees will need to submit their packet via Formstack. The link for the Formstack is included [here](#). As a reminder, award packets are due 45 days after they are received. Please note, award recipients may begin expending grant funds for FY2024 on July 1, 2023, prior to the grant award being accepted and special conditions agreed to. However, all grant award documents must be approved prior to the first reimbursement.

If you have any questions regarding the execution of the grant award documents or the administration of your project, please feel free to contact Stephanie Mikkelsen, Juvenile Justice Program Director, at smikkelsen@cjcc.ga.gov. I look forward to working with you on this exciting initiative and advancing services for our state's juveniles in a truly meaningful way.

Sincerely,

Jay Neal
Executive Director



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0444

Meeting Date: 7/12/2023

Department

District Attorney

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

Request approval of an award without competition - District Attorney, 2022 Bureau of Justice Assistance (BJA), Office of Justice Programs (OJP), Community Based Violence Intervention and Prevention Initiative, Award Number 15PBJA-22-GG-04732-CVIP with the Fellowship of Christian Athletes named as a sub-awardee in the Grant in an amount not to exceed \$172,116.00. Effective upon BOC approval through the term of the Grant. 100% grant funded.

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

In accordance with Purchasing Code Section 102-384, after conducting a good faith review, the Purchasing Department has determined there is only one source available for the required supply, service or construction item, the request shall be forwarded to the Board of Commissioners for approval.

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

Yes

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

The District Attorney requests approval of the 2022 Bureau of Justice Assistance (BJA), Office of Justice Programs (OJP), Community Based Violence Intervention and Prevention Initiative, Award

Number 15PBJA-22-GG-04732-CVIP with the Fellowship of Christian Athletes named as a sub-awardee in the Grant in an amount not to exceed \$172,116.00. The Bureau of Justice Assistance, Office of Justice Programs, Community Based Violence Intervention and Prevention Initiative grants to Community violence intervention (CVI) is an approach that uses evidence-informed strategies to reduce violence through tailored community-centered initiatives. These multidisciplinary strategies engage individuals and groups to prevent and disrupt cycles of violence and retaliation and establish relationships between individuals and community assets to deliver services that save lives, address trauma, provide opportunity, and improve the physical, social, and economic conditions that drive violence. The Fellowship of Christian Athletes uses the influence of athletes and school coaches to provide comprehensive athletic, spiritual and leadership training through free sports camps and small group mentoring meetings.

Scope of Work: FCA is a national non-profit organization that uses the influence of coaches and athletes to help youth reach their potential through comprehensive athletic, spiritual and leadership training. FCA will provide free sports camps and small groups mentoring meetings coaches and athletes to Fulton County boys and girls ages 12 to 17 who are at risk of joining gangs, were exposed to gang violence and or been victimized by criminal street gangs or seeking assistance removing themselves from gang activity.

Community Impact: Fulton County, Georgia is facing accelerating rates of gang violence. GBI estimates that gang criminal enterprise is responsible for 70-90% of all violent crimes, and the Federal Bureau of Investigations (FBI) estimates there to be at least 50,000 gang members in metro-Atlanta. Studies reveal that gangs recruit over 400,000 a year. FCDAO reports youth defendants age 14 to 21 are usually associated with the following crimes: criminal damage to property, trespassing, burglary - first degree, theft by taking, theft by receiving stolen property, theft by shoplifting, forgery, issuing a bad check, and possession of marijuana

Department Recommendation: The Department recommends approval.

Project Implications: . The strategy to address gangs and juvenile intersection is to continue and enhance the juvenile intervention work the FCDA has begun with community partners. From therapy with Chris 180 for youth to interest building at the At Promise Center to mentoring with Credible Messengers we are monitoring each child who has been referred by the Prosecutors. Our program and partners like FCA are focused on solutions for each child and understanding that each child (family, community) is complex and multifaceted

Community Issues/Concerns: The District Attorney is not aware of any community concerns regarding the sub recipient partner

Department Issues/Concerns: The District Attorney is not aware of any community concerns regarding the sub recipient partner

Contract Modification: New Procurement

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

Not Applicable

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

Exhibit 1: Award Letter, Award Project Description and Grant Narrative

Exhibit 2: Subrecipient Contract

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

Natalie Zellner, JD, Deputy District Attorney of Grants, Programs and Government Affairs, Office of the Fulton County District Attorney, (404) 612-4639

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

| | |
|---------------------------|-----------|
| Original Approved Amount: | \$0.00 |
| Previous Adjustments: | \$0.00 |
| This Request: | \$172,116 |
| TOTAL: | \$172,116 |

Grant Information Summary

| | | | |
|-------------------|--------------|-------------------------------------|-------------------|
| Amount Requested: | \$172,116 | <input type="checkbox"/> | Cash |
| Match Required: | | <input type="checkbox"/> | In-Kind |
| Start Date: | BOC Approval | <input type="checkbox"/> | Approval to Award |
| End Date: | 9/30/2005 | <input checked="" type="checkbox"/> | Apply & Accept |
| Match Account \$: | | | |

Fiscal Impact / Funding Source

Funding Line 1:

461480CV11

Key Contract Terms

| | |
|--------------------------------------|---------------------------------|
| Start Date: Upon BOC Approval | End Date: 9/30/2025 |
| Cost Adjustment: NA | Renewal/Extension Terms: |

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Choose an item.

Report Period Start:
Upon BOC Approval

Report Period End:
9/30/2025

Award Letter

September 29, 2022

Dear Stacy Jones,

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 FULTON, COUNTY OF for an award under the funding opportunity entitled 2022 BJA FY 22 Office of Justice Programs Community Based Violence Intervention and Prevention Initiative. The approved award amount is \$2,000,000.

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 OJV 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.

Maureen Henneberg
Deputy 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

OJP's Community Based Violence Intervention and Prevention Initiative (CVIPI) seeks to prevent and reduce violent crime in communities by supporting comprehensive, evidence-based violence intervention and prevention programs, including efforts to address gang and gun violence, based on partnerships among community residents, local government agencies, victim service providers, community-based organizations (CBOs), law enforcement, hospitals, researchers, and other community stakeholders.

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.

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.

NEPA Coordinator

First Name

Orbin

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

2022 BJA FY 22 Office of Justice Programs Community Based Violence Intervention and Prevention Initiative

Application Number

GRANT13626480

Awarding Agency

OJP

Program Office

OJJDP

Grant Manager Name

Scott Pestridge

Phone Number

202-532-5570

E-mail Address

Scott.Pestridge@usdoj.gov

Project Title

Expansion of Juvenile Gang Prevention and Intervention

Performance Period Start Date

10/01/2022

Performance Period End Date

09/30/2025

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2025

Project Description

The Fulton County Government submits this grant application, Office of Justice Programs Community Based Violence Intervention and Prevention Initiative (16.045, O-BJA-2022-171282) to the Bureau of Justice Assistance for Category 4: CVIPI Expansion and Enhancement for County Governments (C-BJA-2022-00114-PROD) in support of the Gang Intervention Prevention program administered by the Fulton County District Attorney's Office (FCDAO). On page 11 of the Narrative includes a priority consideration.) Hire Juvenile Program Manager (County position specification executive assistant) to work with the Juvenile Court Prosecutors, to review case files and make recommendations; this staff will be familiar with partners providing community solutions; (2) Hire Community Resource Specialist focused on relationship with community experiencing increase in violence; (3) Partner with Behavioral Health Consultant, Dr. Pilgrim to build trauma-informed therapy groups and supportive services for mentors and parents, discuss case plan for restoration and rehabilitative coping skills and crisis management to youth; (4) Partner with Chris 180 trauma-informed therapy for children and supportive services to parents; (5) Partner with Credible Messengers, out of the US Attorney's Office program of formerly incarcerated, who provide mentoring to youth; (6) Partner with the At Promise Center, diversion programming for court exposed juveniles with the Atlanta Police Foundation; (6) Two programs

facilitated out of the FCDA's office Jr. DA and LEADS, leadership program in Fulton County schools; (7) Partner with FCA Atlanta Leadership Enrichment working with Coaches and summer programming; (8) Through a mixed-methods approach, Dr. Dean Dabney, a tenured Professor in the Department of Criminal Justice and Criminology at Georgia State will gather and synthesize information on program impacts and cost effectiveness, allowing Fulton County to understand more about evidence-based therapeutic services impacts both individual and community-level factors. Fulton County is 534 square miles, with 15 municipalities, and is the largest county in the state with its largest city, Atlanta, the capital of the state of Georgia. The race percentages of the Fulton County population are approximately 44% Black, 39% White, 7% Asian, 2% two or more races, and 7% Hispanic/Latino. Atlanta has a complicated history of widespread segregation, biased legislation, and racial subordination. Enhance existing working group to better serve communities experiencing unprecedented violence; through a collaborative, multimethod, data-collection, and analysis approach, conduct a needs assessment to better understand root causes of community violence; and place priority on building and maintaining work and accomplishments.

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

PROJECT NARRATIVE

The Fulton County Government submits this grant application, Office of Justice Programs Community Based Violence Intervention and Prevention Initiative (16.045, O-BJA-2022-171282) to the Bureau of Justice Assistance for Category 4: CVIPI Expansion and Enhancement for County Governments (C-BJA-2022-00114-PROD) in support of the Gang Intervention Prevention program administered by the Fulton County District Attorney's Office (FCDAO).

Description of the Issue

Fulton County, Georgia is facing accelerating rates of gang violence. The nature and scope of the problem to address community violence that involves children, youth, young adults, both as the individuals responsible for perpetrating this violence and those who are victims of it, is three-fold: (1) For children, emotional responses to violence develop, such as sadness, fear, and guilt, but without skills to address the emotions, anger and violence are a result leading the child to the criminal justice system; (2) The costs of violence on parents and mentors create “parenting from fear” with adverse effects, and further damage to the family and community; and (3) Although incarceration costs are significantly more than supervision, the high rate of spending on incarceration subtracts from funds to address societal solutions. Existing problem: Fulton County had a total of 194 firearm related homicide cases in 2021 according to the Georgia Bureau of

| GBI Reporting Police Dept.'s | Ja 2021 | F | M | A | M | Ju | J | A | S | O | N | D | | Ja 2022 | F | M | A |
|------------------------------|---------|----|----|----|----|----|----|----|----|----|----|---|--|---------|----|----|----|
| Alpharetta | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | | 0 | 0 | 0 | 0 |
| Atlanta | 10 | 10 | 9 | 9 | 16 | 15 | 14 | 25 | 12 | 13 | 16 | 6 | | 16 | 7 | 16 | 10 |
| College Park | 2 | 1 | 0 | 0 | 0 | 1 | 0 | 1 | 2 | 0 | 1 | 0 | | 1 | 3 | 0 | 0 |
| East Point | 1 | 1 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 |
| Fairburn | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 |
| Fulton | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | | 0 | 0 | 0 | 0 |
| MARTA ⁱ | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 |
| Roswell | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 |
| Sandy Springs | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | | 0 | 1 | 0 | 0 |
| South Fulton | 1 | 2 | 1 | 0 | 2 | 2 | 1 | 3 | 2 | 0 | 1 | 0 | | 1 | 0 | 0 | 0 |
| TOTAL | 16 | 15 | 12 | 10 | 19 | 18 | 17 | 31 | 16 | 14 | 19 | 7 | | 18 | 11 | 16 | 10 |

Investigation (GBI); and from January to the end of April in 2022 there have already been 55 gun related homicides in Fulton County.ⁱⁱ GBI estimates that gang criminal enterprise is

responsible for 70-90% of all violent crimes, and the Federal Bureau of Investigations (FBI) estimates there to be at least 50,000 gang members in metro-Atlanta^{iv}. The violent crime rate of

| State | City | Year | Population | Violent Crime | Rate per 100,000 |
|---------|------------------------------|------|------------|---------------|------------------|
| Georgia | Atlanta | 2021 | 515,945 | 4578 | 887 |
| | Sandy Springs (north Fulton) | | 111,219 | 209 | 188 |
| | South Fulton | | 100,658 | 974 | 968 |

Atlanta in 2021 is 887^v and since 2019, the homicide rate for the city of Atlanta has increased by 64% and by 49% in Fulton County,

specifically. Challenges associated with said increase include the rise in stolen guns. Authorities urge gun owners not to leave weapons in their cars. Atlanta police have received 827 reports of guns stolen out of cars in 2022. Investigators say those weapons are often used in violent crimes. By comparison, Atlanta police said 1,035 guns were reported stolen from cars last year and 988 were taken in 2019. “We as citizens are helping to arm criminals and one of the ways we’re doing that is by leaving our guns in our car,” District Attorney Fani Willis said. “We’re giving people access to a tool they can use in a crime.”^{vi}

Describe target population: Fulton County is 534 square miles, with 15 municipalities, and is the

largest county in the state with its largest city, Atlanta, the capital of the state of Georgia. The race percentages of the Fulton County population are approximately 44% Black, 39% White, 7% Asian, 2% two or more races, and 7% Hispanic/Latino.^{vii} Atlanta has a complicated history of widespread segregation, biased legislation, and racial subordination. It is ironic that the highways I-85, I-75-, I-285, and I-20 were signs of the state’s prosperity when created but increased the likelihood of poverty when they cut through Black neighborhoods, isolating them from the broader community.

Municipalities

| | |
|---------------------|-----------|
| Alpharetta | 68,117 |
| Atlanta | 472,269 |
| Chattahoochee Hills | 3,281 |
| College Park | 14,405 |
| East Point | 37,416 |
| Fairburn | 16,326 |
| Hapeville | 7,011 |
| Johns Creek | 86,218 |
| Milton | 40,224 |
| Mountain Park | 564 |
| Palmetto | 4,622 |
| Roswell | 98,181 |
| Sandy Springs | 111,338 |
| South Fulton | 104,161 |
| Union City | 25,567 |
| TOTAL | 1,089,700 |

Studies have shown that highway systems were highly detrimental to city communities, creating physical divides, psychological rifts, property devaluation, population loss and a substantial source of noise and air pollution.^{viii} Fulton County’s general poverty rate is 13.4 percent^{ix}, but financially stratified from the affluent suburbs of north metro-Atlanta to the impoverished area south of the

state's capital. For the city of Atlanta, the poverty rate is 19.2 percent and for persons in Fulton County under the age of 18, the poverty rate is also 19.2 percent. 21 percent of the population of Fulton County is under the age of 18 years.^x The most common racial groups living below the poverty line in Fulton County are Black (98,906), then White (30,892) and Hispanic (13,418). Fulton County represents 10% (1,089,700) of the statewide population with a gender ratio of females at 52%^{xi}. Fulton County is home to many low-income residents which increases their likelihood of incidents of crime. Research indicates that women are at an increased risk for victimization when their income is below the poverty level, and conversely, victimization increases women's likelihood of unemployment and reduced income (Byrne, Resnick, Kilpatrick, Best, & Saunders, 1999). The violence continues to increase but we have had some success with our previous attempts to respond to violence and gang intervention, which was provided by OJJDP FY 20 Comprehensive Anti-Gang Programs for Youth - Category 1: Intervention." However, grant funding was limited by the priorities of the previous district attorney, who after serving for decades, lost the election in 2020. Prioritizing diversion programming is important to the newly elected Fulton County District Attorney, Fani Willis. The OJJDP grant is not available this year to continue our work with the dynamic partners we include as a part of this funding request. There are many juveniles in need of intervention; yet the County Board of Commissioners has defunded public safety initiatives with community partners.

Project Design and Implementation

Fulton County will work with boys and girls ages 12 to 17 who are at risk of joining gangs, were exposed to gang violence and or been victimized by criminal street gangs, or seeking assistance removing themselves from gang activity. Based on the demographics of court involved youth in

Fulton county, the primary demographic of the population served will be African American youth ages 13 to 16.^{xii} The steps to operate a community based violence intervention and prevention initiative throughout the funding period are: (1) Hire Juvenile Program Manager (County position specification executive assistant) to work with the Juvenile Court Prosecutors, to review case files and make recommendations; this staff will be familiar with partners providing community solutions; (2) Hire Community Resource Specialist focused on relationship with community experiencing increase in violence; (3) Partner with Behavioral Health Consultant, Dr. Pilgrim to build trauma-informed therapy groups and supportive services for mentors and parents, discuss case plan for restoration and rehabilitative coping skills and crisis management to youth; (4) Partner with Chris 180 trauma-informed therapy for children and supportive services to parents; (5) Partner with Credible Messengers, out of the US Attorney's Office program of formerly incarcerated, who provide mentoring to youth; (6) Partner with the At Promise Center, diversion programming for court exposed juveniles with the Atlanta Police Foundation; (7) Two programs facilitated out of the FCDA's office Jr. DA and LEADS, leadership program in Fulton County schools; (8) Partner with FCA Atlanta Leadership Enrichment working with Coaches and summer programming; (9) Through a mixed-methods approach, Dr. Dean Dabney, a tenured Professor in the Department of Criminal Justice and Criminology at Georgia State will gather and synthesize information on program impacts and cost effectiveness, allowing Fulton County to understand more about evidence-based therapeutic services impacts both individual and community-level factors.

diverted to receive restorative services instead of criminal punishment. However, it is currently solely up to families to seek and fund services for the child, an enormous and sometimes insurmountable barrier for low-income families.

Capabilities and Competencies

January Towels, formerly with Youth Detention Center is serving as Juvenile Intervention Specialist. Aakeem Woodard, Juvenile Advocate & Liaison at the Fulton County District Attorney's Office was formerly incarcerated and has developed L.E.A.D.S

Credible Messengers and OAA cofounded in 2014 by Deborah Daniels, formerly incarcerated, and former Alabama Supreme Court justice Drayton Nabers Jr. in Birmingham, Alabama. After two years, OAA became an official 501(c) 3 non-profit,.

County Government has a robust Grants Administration Department (GAD) that oversees all of the federal and state grants that run through Fulton County to sub recipients. Fulton County requires that each sub-recipients have a memorandum of understanding contract with the county and an invoicing agreement; both documents are drafted by the County attorney and sent to the Board of Commissioners for approval. The GAD has finance and compliance divisions that assist with tracking expenditures for sub recipients and ensuring sub recipient's payments have the appropriate invoicing and documentation.

The FCDAO Grants Manager, Michele Henry, will be responsible for the collecting, collating and submitting monthly and quarterly performance data, semiannual progress reports and quarterly financial reports through the Just Grants. Ms. Henry has earned her DOJ Financial Certification and in her role, she provides the same services for other grant funded projects. Ms. Henry holds a Master of Public Administration.

Dr. Dean Dabney is a tenured Professor in the Department of Criminal Justice and Criminology at Georgia State University. He will serve as the Research Partner as a subcontractor for the Fulton

County District Attorney's Office's (FCDAO) project "CVIPI Expansion and Enhancement for Fulton County Government." FCDAO will serve as the lead agency in a grant application to the Bureau of Justice Assistance's FY 22 Office of Justice Programs Community Based Violence Intervention and Prevention Initiative (O-BJA-2022-171282) program.

Dr. Dabney will have overall responsibility for subcontract management and direction of all GSU-based research activities to include identification of evidence-based strategies and potential performance metrics, directing process and outcome evaluation efforts, attending working group meetings, and supervising evaluation and action research activities originating at GSU. He, along with the GSU graduate assistants, will receive, secure, code and clean relevant program data, visit FCDAO facilities per specified protocols, and draft and circulate project reports and presentations.

All the project partners are aware of and welcome the involvement of Georgia State, the proposed research partner, and the DOJ technical advisors. The partners know that learning about innovative ways to engage overlooked residents and businesses, address violent crime through all community avenues and studying other sites around the country with similar issues. The FCDAO has worked with DOJ technical advisors and research partners on current and previous grants, and has shared the positive experience.

Plan For Collecting the Data Required

The project coordinator will maintain a tracking database for this program that will assist with comply with all reporting requirements for well as maintain all documentation and information relative to the Performance Measurement Tool. The Project Director will work with Georgia State and the Working group to gather information. This information will be shared with collaborative partners to help give them a baseline on how to make improvements and/or what areas we should expand on to keep the program running successfully. This information will also be shared with

other community agencies and local government to gather support for the program. The Project Coordinator will work with the Project Leadership at Georgia State to gather information regarding number of, data sources accessed and analyzed, status of the action plan, problem response implementation status, and community outreach. Georgia State will be involved in every phase of the project. Their multifaceted role will involve working alongside the project team throughout the planning and implementations stages, as well as to objectively evaluate formative and summative project developments. The process and impact evaluation will assess the degree to which implementation of the program has met its stated goals and objectives; thoroughly documenting the program ‘recipe’, lessons learned, and assessing to what extent those activities significantly impacted youth desistance and disengagement from gangs, as well as improved community through design, engagement, and support.

ⁱ MARTA metro system

ⁱⁱ Will McCombs, Justice Liaison contacted GBI reports of firearm related homicides and shootings for 2021, 2022

ⁱⁱⁱ <https://crime-data-explorer.app.cloud.gov/pages/explorer/crime/quarterly>

^{iv} <https://www.11alive.com/article/news/crime/atlanta-da-bill-to-fight-gang-crime/85-1080695e-084d-42c1-8e46-8a6129b888c1>

^v https://crime-data-explorer.app.cloud.gov/pages/explorehttp://crimegunintelcenters.org/wp-content/uploads/2022/02/New-CGIC-Workflow_2022-02-1536x1021.png r/crime/quarterly

^{vi} <https://www.ajc.com/news/after-historically-deadly-2020-atlanta-homicides-are-up-nearly-60-in-2021/N63RJ5OKQZCZVOCNH2D6376S3E/>

^{vii} <https://censusreporter.org/profiles/05000US13121-fulton-county-ga/>

^{viii} <https://www.theatlantic.com/business/archive/2015/11/highways-destroyed-americas-cities/417789/>

^{ix} <https://data.census.gov/cedsci/profile?g=0500000US13121>

^x <https://www.census.gov/quickfacts/fultoncountygeorgia>

^{xi} <http://worldpopulationreview.com/us-counties/ga/fulton-county-population/>

^{xii} http://www.fultonjuvenilecourt.org/sites/default/files/FCJC_Trends&Programs_2017.pdf

**2022 BJA Office of Justice Programs
Community Based Violence Intervention and Prevention Initiative
Subrecipient Contract between Fulton County
and Fellowship of Christian Athletes, Inc.**

This **SUBRECIPIENT CONTRACT** (“Contract”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“Fulton County”), by and through the Fulton County District Attorney FCDA (“FCDA”), and Fellowship of Christian Athletes, Inc., an Oklahoma corporation, (hereinafter collectively referred to as the “Parties”).

WHEREAS, The FCDA is the recipient 2022 Bureau of Justice Assistance (BJA), Office of Justice Programs (OJP), Community Based Violence Intervention and Prevention Initiative, Award Number15PBJA-22-GG-04732-CVIP, in the amount of \$2,000,000 (the “Grant”); and

WHEREAS, The Grant was awarded to FCDA on October 1, 2022, by the U.S. Department of Justice (DOJ), BJA and OJP as memorialized in the attached award letter, award project description and narrative (see “Schedule 1”); and

WHEREAS, The Grant Period runs from October 1, 2022 through September 30, 2025, and may be extended in one-year increments by the DOJ, BJA; and

WHEREAS, Fellowship of Christian Athletes, Inc. (FCA) was a named sub awardee in the Grant; and

WHEREAS, FCA is a national non -profit organization that uses the influence of coaches and athletes to help youth reach their potential through comprehensive athletic, spiritual and leadership training. FCA has provided free athletic camps to 84,321 campers and hosted 19,431 small groups huddles with youth, coaches and athletes.

WHEREAS, Fulton County desires to engage Subrecipient to render certain services hereinafter described in Schedule 1 which is to be wholly financed by the Grant

WHEREAS, Subrecipient desires to render such services in connection with the project as a subrecipient of the Grant in compliance of all obligations required from this designation; and

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

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

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

ARTICLE I. PURPOSE AND RELATIONSHIP

1. **Purpose**. This Contract describes the way in which the Parties will use the Grant to use community-based violence intervention and prevention programs with boys and girls ages 12

to 17 who are at risk of joining gangs, were exposed to gang violence and or been victimized by criminal street gangs or seeking assistance removing themselves from gang activity. Based on the demographics of court involved youth in Fulton County, the primary demographic of the population served will be African American youth ages 13 to 16.

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

ARTICLE II. AWARD AND SCOPE OF SERVICES

1. **Term.** This Agreement becomes effective upon approval by the Board of Commissioners of Fulton County, ("Effective Date") Georgia and will remain in effect until September 30, 2025, or through any approved extensions by the DOJ, BJA.
2. **Award.** The Grant funding in the amount of \$172,116 ("Award Amount") will be provided by Fulton County to Subrecipient to provide services listed in Schedule 2 from the Effective Date to September 30, 2025, or through any approved extensions by the DOJ, BJA.
3. **Disbursement.** Payment shall be contingent on FCDA receipt of an undisputed invoice, and any reports and substantiation materials required by FCDA. All invoices subsequently submitted to verify services rendered are subject to review and approval by the Finance Department-Accounts Payable Division.
4. **Scope of Services.** Subrecipient will provide the services described in Schedule 2 hereto (the "Scope of Services"). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for providing any funding above the total amount of the Award Amount.

ARTICLE III. REPORTING

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

Subrecipient must maintain all records, books, papers, and other documents related to its

performance of the Scope of Services for a period of five years following the termination of this Contract, the end of the 2022 BCJI Grant or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Contract. Such records shall include the full name of individuals served with the Grant funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers, and other documents that relate to this Contract available at all reasonable times for inspection, review, and audit by the authorized representatives of Fulton County and the federal government, if so requested.

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

2. **Financial Reports**. Subrecipient will submit a quarterly progress report of assistance provided to citizens from the allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. This quarterly report shall include: (i) name and address of individual receiving assistance; (ii) type of assistance provided; and (iii) total amount of each type of assistance provided and personnel and consultants employed. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. The Subrecipient shall register and maintain an updated profile with [SAM.gov](https://sam.gov). The County reserves the right to impose additional reporting requirements based on the amount and nature of the award by providing these requirements to the Subrecipient in the County's discretion.
3. **Limitations on Expenditures**. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Contract. Fulton County shall only reimburse Subrecipient for documented expenditures incurred during the Contract Terms that are: (i) Reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with established Fulton County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Contract.

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

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

applicable, and management letter within thirty (30) days after execution of this Contract and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

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

ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION

1. **Fulton County Responsibilities.** Fulton County shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Contract. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to the Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.
2. **Subrecipient Responsibilities.** Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

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

ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS

1. **Compliance with Prime Award and Subaward.** Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 2, and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.
2. **Compliance with Applicable Laws.** Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state, and local laws. The term "federal, state and local laws" as used in this Contract shall mean all applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term. By entering this Contract, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws, and regulations applicable to subawardees of federal funds and maintains all required federal, state, and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

ARTICLE VI. TERMINATION

1. Any Party may terminate this Contract by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30th day. Notice of termination shall be given to the appropriate Party at the address shown in Article VII of this Contract.
2. Anything contained herein to the contrary notwithstanding, either party may terminate this agreement effective immediately prior to the expiration of the term, where a material breach has occurred, and the offending party fails to cure said breach within the time allotted
3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another and shall arrange for a proper accounting and work plan for all such obligations.

ARTICLE VII. NOTICES

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

To Fulton County:

Fulton County District Attorney
136 Pryor St SW 3rd Fl
Atlanta, GA 30303

Copy to:

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

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

To Subrecipient:

See Notice Address in Schedule 1.

ARTICLE VIII. GENERAL PROVISIONS

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.
2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.
3. This Contract may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.
4. Waiver of any term or condition of this Contract shall be effective only if in writing and

shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.

5. This Contract shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Contract is not intended to create any rights interest, or benefits in third parties.
6. This Contract shall be governed by the laws of the State of Georgia.
7. This Contract may be executed in any number of counterparts, each of which whenso executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed anoriginal signature hereto.
8. This Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third-Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as ootherwise expressly provided for in this Contract.

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Schedule 1

Award Letter, Award project Description and Grant Narrative

Schedule 2

Name of Subrecipient: Fellowship of Christian Athletes, Inc.

Subrecipient's UIE Number: EMMESC255868

Subrecipient's IEN Number: 58-2215111

Notice Address:

5122 Davidson Rd NE

Marietta, GA 30068

Award Amount: \$172,116

Description of Scope of Work:

FCA is a national non -profit organization that uses the influence of coaches and athletes to help youth reach their potential through comprehensive athletic, spiritual and leadership training. FCA will provide free sports camps and small groups mentoring meetings with youth, coaches and athletes to Fulton County boys and girls ages 12 to 17 who are at risk of joining gangs, were exposed to gang violence and or been victimized by criminal street gangs or seeking assistance removing themselves from gang activity.

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals this, the
____ day of _____, 20 ____.

FULTON COUNTY, GEORGIA

**SUBRECIPIENT: Fellowship of
Christian Athletes, Inc.**

Approved:

Approved:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Signatory:
Title:

Attest:

Tonya R. Grier
Clerk to the Commission

Approved as to Content:

Natalie Zellner, Director
Fulton County District Attorney,

Approved as to Form:
Office of the County Attorney

Please select RCS or RM from the checkbox

ITEM#: _____ RCS: _
RECESS MEETING

ITEM#: _____ RM: _____
REGULAR MEETING



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0445

Meeting Date: 7/12/2023

Department

District Attorney

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

Request approval of an award without competition - District Attorney, 2022 Bureau of Justice Assistance (BJA), Office of Justice Programs (OJP), Community Based Violence Intervention and Prevention Initiative, Award Number 15PBJA-22-GG-04732-CVIP with Up Therapy and Publications, LLC named as a sub-awardee in the Grant in an amount not to exceed \$172,116.00. Effective upon BOC approval through the term of the Grant. 100% grant funded.

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

In accordance with Purchasing Code Section 102-384, after conducting a good faith review, the Purchasing Department has determined there is only one source available for the required supply, service or construction item, the request shall be forwarded to the Board of Commissioners for approval.

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

The District Attorney requests approval of the 2022 Bureau of Justice Assistance (BJA), Office of Justice Programs (OJP), Community Based Violence Intervention and Prevention Initiative, Award Number 15PBJA-22-GG-04732-CVIP with the Fellowship of Christian Athletes named as a sub-

awardee in the Grant in an amount not to exceed \$172,116.00. The Bureau of Justice Assistance, Office of Justice Programs, Community Based Violence Intervention and Prevention Initiative grants to Community violence intervention (CVI) is an approach that uses evidence-informed strategies to reduce violence through tailored community-centered initiatives. These multidisciplinary strategies engage individuals and groups to prevent and disrupt cycles of violence and retaliation and establish relationships between individuals and community assets to deliver services that save lives, address trauma, provide opportunity, and improve the physical, social, and economic conditions that drive violence.

Scope of Work: Up Therapy and Publications was founded by Dr. Chandra Pilgrim, a national expert with over 25 years of experience. Dr. Pilgrim focuses her practices on trauma-informed therapy groups and supportive services for both at risk youth and their parents or guardians, with a focus on black parenting. Up Therapy and Publications' principal Dr. Pilgrim will provide trauma-informed therapy groups and supportive services for youth, parents or guardians, and Credible Messengers along with other service providers. Additionally, she will develop case plans for restoration and rehabilitative coping skills, crisis management to youth, create case management steps and assist with facilitating an anger management group for adults and teens. Dr. Pilgrim specifically teaches her curriculum of "parenting from fear".

Community Impact: Fulton County, Georgia is facing accelerating rates of gang violence. GBI estimates that gang criminal enterprise is responsible for 70-90% of all violent crimes, and the Federal Bureau of Investigations (FBI) estimates there to be at least 50,000 gang members in metro-Atlanta. Studies reveal that gangs recruit over 400,000 a year. FCDAO reports youth defendants age 14 to 21 are usually associated with the following crimes: criminal damage to property, trespassing, burglary - first degree, theft by taking, theft by receiving stolen property, theft by shoplifting, forgery, issuing a bad check, and possession of marijuana.

Department Recommendation: The Department recommends approval

Project Implications: The strategy to address gangs and juvenile intersection is to continue and enhance the juvenile intervention work the FCDA has begun with community partners. From therapy with Chris 180 for youth to interest building at the At Promise Center to mentoring with Credible Messengers we are monitoring each child who has been referred by the Prosecutors. Our program and partners like Up Therapy and Publications, LLC focus on solutions for each child and their parent or guardian understanding that each child (family, community) is complex and multifaceted

Community Issues/Concerns: The District Attorney is not aware of any community concerns regarding the sub recipient partner

Department Issues/Concerns: The District Attorney is not aware of any community concerns regarding the sub recipient partner

Contract Modification: New Procurement

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

Not Applicable

Exhibits Attached

Exhibit 1: Award Letter, Award Project Description and Grant Narrative
Exhibit 2: Subrecipient Contract

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

Natalie Zellner, JD, Deputy District Attorney of Grants, Programs and Government Affairs, Office of the Fulton County District Attorney, (404) 612-4639

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

| | |
|---------------------------|-----------|
| Original Approved Amount: | \$0.00 |
| Previous Adjustments: | \$0.00 |
| This Request: | \$172,116 |
| TOTAL: | \$172,116 |

Grant Information Summary

| | | | |
|-------------------|-------------------|-------------------------------------|-------------------|
| Amount Requested: | \$172,116 | <input type="checkbox"/> | Cash |
| Match Required: | NA | <input type="checkbox"/> | In-Kind |
| Start Date: | Upon BOC Approval | <input type="checkbox"/> | Approval to Award |
| End Date: | 9/30/2025 | <input checked="" type="checkbox"/> | Apply & Accept |
| Match Account \$: | | | |

Fiscal Impact / Funding Source

Funding Line 1:

461-480-CVI1

Key Contract Terms

Agenda Item No.: 23-0445

Meeting Date: 7/12/2023

| | |
|--------------------------------------|---------------------------------|
| Start Date: Upon BOC Approval | End Date: 9/30/2025 |
| Cost Adjustment: NA | Renewal/Extension Terms: |

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start:
Upon BOC Approval

Report Period End:
9/30/2025

Award Letter

September 29, 2022

Dear Stacy Jones,

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 FULTON, COUNTY OF for an award under the funding opportunity entitled 2022 BJA FY 22 Office of Justice Programs Community Based Violence Intervention and Prevention Initiative. The approved award amount is \$2,000,000.

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 OJV 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.

Maureen Henneberg
Deputy 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

OJP's Community Based Violence Intervention and Prevention Initiative (CVIPI) seeks to prevent and reduce violent crime in communities by supporting comprehensive, evidence-based violence intervention and prevention programs, including efforts to address gang and gun violence, based on partnerships among community residents, local government agencies, victim service providers, community-based organizations (CBOs), law enforcement, hospitals, researchers, and other community stakeholders.

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.

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.

NEPA Coordinator

First Name

Orbin

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

2022 BJA FY 22 Office of Justice Programs Community Based Violence Intervention and Prevention Initiative

Application Number

GRANT13626480

Awarding Agency

OJP

Program Office

OJJDP

Grant Manager Name

Scott Pestridge

Phone Number

202-532-5570

E-mail Address

Scott.Pestridge@usdoj.gov

Project Title

Expansion of Juvenile Gang Prevention and Intervention

Performance Period Start Date

10/01/2022

Performance Period End Date

09/30/2025

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2025

Project Description

The Fulton County Government submits this grant application, Office of Justice Programs Community Based Violence Intervention and Prevention Initiative (16.045, O-BJA-2022-171282) to the Bureau of Justice Assistance for Category 4: CVIPI Expansion and Enhancement for County Governments (C-BJA-2022-00114-PROD) in support of the Gang Intervention Prevention program administered by the Fulton County District Attorney's Office (FCDAO). On page 11 of the Narrative includes a priority consideration.) Hire Juvenile Program Manager (County position specification executive assistant) to work with the Juvenile Court Prosecutors, to review case files and make recommendations; this staff will be familiar with partners providing community solutions; (2) Hire Community Resource Specialist focused on relationship with community experiencing increase in violence; (3) Partner with Behavioral Health Consultant, Dr. Pilgrim to build trauma-informed therapy groups and supportive services for mentors and parents, discuss case plan for restoration and rehabilitative coping skills and crisis management to youth; (4) Partner with Chris 180 trauma-informed therapy for children and supportive services to parents; (5) Partner with Credible Messengers, out of the US Attorney's Office program of formerly incarcerated, who provide mentoring to youth; (6) Partner with the At Promise Center, diversion programming for court exposed juveniles with the Atlanta Police Foundation; (6) Two programs

facilitated out of the FCDA's office Jr. DA and LEADS, leadership program in Fulton County schools; (7) Partner with FCA Atlanta Leadership Enrichment working with Coaches and summer programming; (8) Through a mixed-methods approach, Dr. Dean Dabney, a tenured Professor in the Department of Criminal Justice and Criminology at Georgia State will gather and synthesize information on program impacts and cost effectiveness, allowing Fulton County to understand more about evidence-based therapeutic services impacts both individual and community-level factors. Fulton County is 534 square miles, with 15 municipalities, and is the largest county in the state with its largest city, Atlanta, the capital of the state of Georgia. The race percentages of the Fulton County population are approximately 44% Black, 39% White, 7% Asian, 2% two or more races, and 7% Hispanic/Latino. Atlanta has a complicated history of widespread segregation, biased legislation, and racial subordination. Enhance existing working group to better serve communities experiencing unprecedented violence; through a collaborative, multimethod, data-collection, and analysis approach, conduct a needs assessment to better understand root causes of community violence; and place priority on building and maintaining work and accomplishments.

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

PROJECT NARRATIVE

The Fulton County Government submits this grant application, Office of Justice Programs Community Based Violence Intervention and Prevention Initiative (16.045, O-BJA-2022-171282) to the Bureau of Justice Assistance for Category 4: CVIPI Expansion and Enhancement for County Governments (C-BJA-2022-00114-PROD) in support of the Gang Intervention Prevention program administered by the Fulton County District Attorney's Office (FCDAO).

Description of the Issue

Fulton County, Georgia is facing accelerating rates of gang violence. The nature and scope of the problem to address community violence that involves children, youth, young adults, both as the individuals responsible for perpetrating this violence and those who are victims of it, is three-fold: (1) For children, emotional responses to violence develop, such as sadness, fear, and guilt, but without skills to address the emotions, anger and violence are a result leading the child to the criminal justice system; (2) The costs of violence on parents and mentors create “parenting from fear” with adverse effects, and further damage to the family and community; and (3) Although incarceration costs are significantly more than supervision, the high rate of spending on incarceration subtracts from funds to address societal solutions. Existing problem: Fulton County had a total of 194 firearm related homicide cases in 2021 according to the Georgia Bureau of

| GBI Reporting Police Dept.'s | Ja 2021 | F | M | A | M | Ju | J | A | S | O | N | D | | Ja 2022 | F | M | A |
|------------------------------|---------|----|----|----|----|----|----|----|----|----|----|---|--|---------|----|----|----|
| Alpharetta | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | | 0 | 0 | 0 | 0 |
| Atlanta | 10 | 10 | 9 | 9 | 16 | 15 | 14 | 25 | 12 | 13 | 16 | 6 | | 16 | 7 | 16 | 10 |
| College Park | 2 | 1 | 0 | 0 | 0 | 1 | 0 | 1 | 2 | 0 | 1 | 0 | | 1 | 3 | 0 | 0 |
| East Point | 1 | 1 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 |
| Fairburn | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 |
| Fulton | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | | 0 | 0 | 0 | 0 |
| MARTA ⁱ | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 |
| Roswell | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 |
| Sandy Springs | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | | 0 | 1 | 0 | 0 |
| South Fulton | 1 | 2 | 1 | 0 | 2 | 2 | 1 | 3 | 2 | 0 | 1 | 0 | | 1 | 0 | 0 | 0 |
| TOTAL | 16 | 15 | 12 | 10 | 19 | 18 | 17 | 31 | 16 | 14 | 19 | 7 | | 18 | 11 | 16 | 10 |

Investigation (GBI); and from January to the end of April in 2022 there have already been 55 gun related homicides in Fulton County.ⁱⁱ GBI estimates that gang criminal enterprise is

responsible for 70-90% of all violent crimes, and the Federal Bureau of Investigations (FBI) estimates there to be at least 50,000 gang members in metro-Atlanta^{iv}. The violent crime rate of

| Uniform Crime Report – State of Georgia ⁱⁱⁱ | | | | | |
|--|------------------------------|------|------------|---------------|------------------|
| State | City | Year | Population | Violent Crime | Rate per 100,000 |
| Georgia | Atlanta | 2021 | 515,945 | 4578 | 887 |
| | Sandy Springs (north Fulton) | | 111,219 | 209 | 188 |
| | South Fulton | | 100,658 | 974 | 968 |

Atlanta in 2021 is 887^v and since 2019, the homicide rate for the city of Atlanta has increased by 64% and by 49% in Fulton County,

specifically. Challenges associated with said increase include the rise in stolen guns. Authorities urge gun owners not to leave weapons in their cars. Atlanta police have received 827 reports of guns stolen out of cars in 2022. Investigators say those weapons are often used in violent crimes. By comparison, Atlanta police said 1,035 guns were reported stolen from cars last year and 988 were taken in 2019. “We as citizens are helping to arm criminals and one of the ways we’re doing that is by leaving our guns in our car,” District Attorney Fani Willis said. “We’re giving people access to a tool they can use in a crime.”^{vi}

Describe target population: Fulton County is 534 square miles, with 15 municipalities, and is the

largest county in the state with its largest city, Atlanta, the capital of the state of Georgia. The race percentages of the Fulton County population are approximately 44% Black, 39% White, 7% Asian, 2% two or more races, and 7% Hispanic/Latino.^{vii} Atlanta has a complicated history of widespread segregation, biased legislation, and racial subordination. It is ironic that the highways I-85, I-75-, I-285, and I-20 were signs of the state’s prosperity when created but increased the likelihood of poverty when they cut through Black neighborhoods, isolating them from the broader community.

Municipalities

| | |
|---------------------|-----------|
| Alpharetta | 68,117 |
| Atlanta | 472,269 |
| Chattahoochee Hills | 3,281 |
| College Park | 14,405 |
| East Point | 37,416 |
| Fairburn | 16,326 |
| Hapeville | 7,011 |
| Johns Creek | 86,218 |
| Milton | 40,224 |
| Mountain Park | 564 |
| Palmetto | 4,622 |
| Roswell | 98,181 |
| Sandy Springs | 111,338 |
| South Fulton | 104,161 |
| Union City | 25,567 |
| TOTAL | 1,089,700 |

Studies have shown that highway systems were highly detrimental to city communities, creating physical divides, psychological rifts, property devaluation, population loss and a substantial source of noise and air pollution.^{viii} Fulton County’s general poverty rate is 13.4 percent^{ix}, but financially stratified from the affluent suburbs of north metro-Atlanta to the impoverished area south of the

state's capital. For the city of Atlanta, the poverty rate is 19.2 percent and for persons in Fulton County under the age of 18, the poverty rate is also 19.2 percent. 21 percent of the population of Fulton County is under the age of 18 years.^x The most common racial groups living below the poverty line in Fulton County are Black (98,906), then White (30,892) and Hispanic (13,418). Fulton County represents 10% (1,089,700) of the statewide population with a gender ratio of females at 52%^{xi}. Fulton County is home to many low-income residents which increases their likelihood of incidents of crime. Research indicates that women are at an increased risk for victimization when their income is below the poverty level, and conversely, victimization increases women's likelihood of unemployment and reduced income (Byrne, Resnick, Kilpatrick, Best, & Saunders, 1999). The violence continues to increase but we have had some success with our previous attempts to respond to violence and gang intervention, which was provided by OJJDP FY 20 Comprehensive Anti-Gang Programs for Youth - Category 1: Intervention." However, grant funding was limited by the priorities of the previous district attorney, who after serving for decades, lost the election in 2020. Prioritizing diversion programming is important to the newly elected Fulton County District Attorney, Fani Willis. The OJJDP grant is not available this year to continue our work with the dynamic partners we include as a part of this funding request. There are many juveniles in need of intervention; yet the County Board of Commissioners has defunded public safety initiatives with community partners.

Project Design and Implementation

Fulton County will work with boys and girls ages 12 to 17 who are at risk of joining gangs, were exposed to gang violence and or been victimized by criminal street gangs, or seeking assistance removing themselves from gang activity. Based on the demographics of court involved youth in

Fulton county, the primary demographic of the population served will be African American youth ages 13 to 16.^{xii} The steps to operate a community based violence intervention and prevention initiative throughout the funding period are: (1) Hire Juvenile Program Manager (County position specification executive assistant) to work with the Juvenile Court Prosecutors, to review case files and make recommendations; this staff will be familiar with partners providing community solutions; (2) Hire Community Resource Specialist focused on relationship with community experiencing increase in violence; (3) Partner with Behavioral Health Consultant, Dr. Pilgrim to build trauma-informed therapy groups and supportive services for mentors and parents, discuss case plan for restoration and rehabilitative coping skills and crisis management to youth; (4) Partner with Chris 180 trauma-informed therapy for children and supportive services to parents; (5) Partner with Credible Messengers, out of the US Attorney's Office program of formerly incarcerated, who provide mentoring to youth; (6) Partner with the At Promise Center, diversion programming for court exposed juveniles with the Atlanta Police Foundation; (7) Two programs facilitated out of the FCDA's office Jr. DA and LEADS, leadership program in Fulton County schools; (8) Partner with FCA Atlanta Leadership Enrichment working with Coaches and summer programming; (9) Through a mixed-methods approach, Dr. Dean Dabney, a tenured Professor in the Department of Criminal Justice and Criminology at Georgia State will gather and synthesize information on program impacts and cost effectiveness, allowing Fulton County to understand more about evidence-based therapeutic services impacts both individual and community-level factors.

diverted to receive restorative services instead of criminal punishment. However, it is currently solely up to families to seek and fund services for the child, an enormous and sometimes insurmountable barrier for low-income families.

Capabilities and Competencies

January Towels, formerly with Youth Detention Center is serving as Juvenile Intervention Specialist. Aakeem Woodard, Juvenile Advocate & Liaison at the Fulton County District Attorney's Office was formerly incarcerated and has developed L.E.A.D.S

Credible Messengers and OAA cofounded in 2014 by Deborah Daniels, formerly incarcerated, and former Alabama Supreme Court justice Drayton Nabers Jr. in Birmingham, Alabama. After two years, OAA became an official 501(c) 3 non-profit,.

County Government has a robust Grants Administration Department (GAD) that oversees all of the federal and state grants that run through Fulton County to sub recipients. Fulton County requires that each sub-recipients have a memorandum of understanding contract with the county and an invoicing agreement; both documents are drafted by the County attorney and sent to the Board of Commissioners for approval. The GAD has finance and compliance divisions that assist with tracking expenditures for sub recipients and ensuring sub recipient's payments have the appropriate invoicing and documentation.

The FCDAO Grants Manager, Michele Henry, will be responsible for the collecting, collating and submitting monthly and quarterly performance data, semiannual progress reports and quarterly financial reports through the Just Grants. Ms. Henry has earned her DOJ Financial Certification and in her role, she provides the same services for other grant funded projects. Ms. Henry holds a Master of Public Administration.

Dr. Dean Dabney is a tenured Professor in the Department of Criminal Justice and Criminology at Georgia State University. He will serve as the Research Partner as a subcontractor for the Fulton

County District Attorney's Office's (FCDAO) project "CVIPI Expansion and Enhancement for Fulton County Government." FCDAO will serve as the lead agency in a grant application to the Bureau of Justice Assistance's FY 22 Office of Justice Programs Community Based Violence Intervention and Prevention Initiative (O-BJA-2022-171282) program.

Dr. Dabney will have overall responsibility for subcontract management and direction of all GSU-based research activities to include identification of evidence-based strategies and potential performance metrics, directing process and outcome evaluation efforts, attending working group meetings, and supervising evaluation and action research activities originating at GSU. He, along with the GSU graduate assistants, will receive, secure, code and clean relevant program data, visit FCDAO facilities per specified protocols, and draft and circulate project reports and presentations.

All the project partners are aware of and welcome the involvement of Georgia State, the proposed research partner, and the DOJ technical advisors. The partners know that learning about innovative ways to engage overlooked residents and businesses, address violent crime through all community avenues and studying other sites around the country with similar issues. The FCDAO has worked with DOJ technical advisors and research partners on current and previous grants, and has shared the positive experience.

Plan For Collecting the Data Required

The project coordinator will maintain a tracking database for this program that will assist with comply with all reporting requirements for well as maintain all documentation and information relative to the Performance Measurement Tool. The Project Director will work with Georgia State and the Working group to gather information. This information will be shared with collaborative partners to help give them a baseline on how to make improvements and/or what areas we should expand on to keep the program running successfully. This information will also be shared with

other community agencies and local government to gather support for the program. The Project Coordinator will work with the Project Leadership at Georgia State to gather information regarding number of, data sources accessed and analyzed, status of the action plan, problem response implementation status, and community outreach. Georgia State will be involved in every phase of the project. Their multifaceted role will involve working alongside the project team throughout the planning and implementations stages, as well as to objectively evaluate formative and summative project developments. The process and impact evaluation will assess the degree to which implementation of the program has met its stated goals and objectives; thoroughly documenting the program ‘recipe’, lessons learned, and assessing to what extent those activities significantly impacted youth desistance and disengagement from gangs, as well as improved community through design, engagement, and support.

ⁱ MARTA metro system

ⁱⁱ Will McCombs, Justice Liaison contacted GBI reports of firearm related homicides and shootings for 2021, 2022

ⁱⁱⁱ <https://crime-data-explorer.app.cloud.gov/pages/explorer/crime/quarterly>

^{iv} <https://www.11alive.com/article/news/crime/atlanta-da-bill-to-fight-gang-crime/85-1080695e-084d-42c1-8e46-8a6129b888c1>

^v https://crime-data-explorer.app.cloud.gov/pages/explorehttp://crimegunintelcenters.org/wp-content/uploads/2022/02/New-CGIC-Workflow_2022-02-1536x1021.png r/crime/quarterly

^{vi} <https://www.ajc.com/news/after-historically-deadly-2020-atlanta-homicides-are-up-nearly-60-in-2021/N63RJ5OKQZCZVOCNH2D6376S3E/>

^{vii} <https://censusreporter.org/profiles/05000US13121-fulton-county-ga/>

^{viii} <https://www.theatlantic.com/business/archive/2015/11/highways-destroyed-americas-cities/417789/>

^{ix} <https://data.census.gov/cedsci/profile?g=0500000US13121>

^x <https://www.census.gov/quickfacts/fultoncountygeorgia>

^{xi} <http://worldpopulationreview.com/us-counties/ga/fulton-county-population/>

^{xii} http://www.fultonjuvenilecourt.org/sites/default/files/FCJC_Trends&Programs_2017.pdf

**2022 BJA Office of Justice Programs
Community Based Violence Intervention and Prevention Initiative
Subrecipient Contract between Fulton County
and
Up Therapy and Publications, LLC**

This **SUBRECIPIENT CONTRACT** (“Contract”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“Fulton County”), by and through the Fulton County District Attorney FCDA (“FCDA”), and Up Therapy and Publications, LLC, a Georgia Limited Liability Corporation, (hereinafter collectively referred to as the “Parties”).

WHEREAS, The FCDA is the recipient 2022 Bureau of Justice Assistance (BJA), Office of Justice Programs (OJP), Community Based Violence Intervention and Prevention Initiative, Award Number15PBJA-22-GG-04732-CVIP, in the amount of \$2,000,000 (the “Grant”); and

WHEREAS, The Grant was awarded to FCDA on October 1, 2022, by the U.S. Department of Justice (DOJ), BJA and OJP as memorialized in the attached award letter, award project description and narrative (see “Schedule 1”); and

WHEREAS, The Grant Period runs from October 1, 2022 through September 30, 2025, and may be extended in one-year increments by the DOJ, BJA; and

WHEREAS, Up Therapy and Publications, LLC (UTP) was a named sub awardee in the Grant; and

WHEREAS, UTP was founded by Dr. Chandra Pilgrim, a national expert with over 25 years of experience, Dr. Pilgrim focuses her practices on trauma-informed therapy groups and supportive services for both at risk youth and their parents or guardians, with a focus on black parenting; and

WHEREAS, Fulton County desires to engage Subrecipient to render certain services hereinafter described in Schedule 1 which is to be wholly financed by the Grant; and

WHEREAS, Subrecipient desires to render such services in connection with the project as a subrecipient of the Grant in compliance of all obligations required from this designation; and

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

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

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

ARTICLE I. PURPOSE AND RELATIONSHIP

1. **Purpose.** This Contract describes the way in which the Parties will use the Grant to use community-based violence intervention and prevention programs with boys and girls ages 12

to 17 who are at risk of joining gangs, were exposed to gang violence and or been victimized by criminal street gangs or seeking assistance removing themselves from gang activity as well as their parents or guardians. Based on the demographics of court involved youth in Fulton County, the primary demographic of the population served will be African American youth ages 13 to 16.

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

ARTICLE II. AWARD AND SCOPE OF SERVICES

1. **Term.** This Agreement becomes effective upon approval by the Board of Commissioners of Fulton County, ("Effective Date") Georgia and will remain in effect until September 30, 2025, or through any approved extensions by the DOJ, BJA.
2. **Award.** The Grant funding in the amount of \$172,116 ("Award Amount") will be provided by Fulton County to Subrecipient to provide services listed in Schedule 2 from the Effective Date to September 30, 2025, or through any approved extensions by the DOJ, BJA.
3. **Disbursement.** Payment shall be contingent on FCDA receipt of an undisputed invoice, and any reports and substantiation materials required by FCDA. All invoices subsequently submitted to verify services rendered are subject to review and approval by the Finance Department-Accounts Payable Division.
4. **Scope of Services.** Subrecipient will provide the services described in Schedule 2 hereto (the "Scope of Services"). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for providing any funding above the total amount of the Award Amount.

ARTICLE III. REPORTING

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

Subrecipient must maintain all records, books, papers, and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract, the end of the 2022 BCJI Grant or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Contract. Such records shall include the full name of individuals served with the Grant funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers, and other documents that relate to this Contract available at all reasonable times for inspection, review, and audit by the authorized representatives of Fulton County and the federal government, if so requested.

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

2. **Financial Reports.** Subrecipient will submit a quarterly progress report of assistance provided to citizens from the allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. This quarterly report shall include: (i) name and address of individual receiving assistance; (ii) type of assistance provided; and (iii) total amount of each type of assistance provided and personnel and consultants employed. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. The Subrecipient shall register and maintain an updated profile with [SAM.gov](https://sam.gov). The County reserves the right to impose additional reporting requirements based on the amount and nature of the award by providing these requirements to the Subrecipient in the County's discretion.
3. **Limitations on Expenditures.** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Contract. Fulton County shall only reimburse Subrecipient for documented expenditures incurred during the Contract Terms that are: (i) Reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with established Fulton County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Contract.

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

4. **Audited Financial Statements.** If Subrecipient expends \$750,000.00 or more in federal awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Contract, the Parties shall comply with Federal and State laws and regulations regarding confidentiality of participant records and information. If Subrecipient expends less than \$750,000.00 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Fulton County and the federal government. Subrecipient shall provide Fulton County with a copy of

Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after execution of this Contract and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

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

ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION

1. **Fulton County Responsibilities.** Fulton County shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Contract. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to the Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.
2. **Subrecipient Responsibilities.** Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

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

ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS

1. **Compliance with Prime Award and Subaward.** Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 2, and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.
2. **Compliance with Applicable Laws.** Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state, and local laws. The term "federal, state and local laws" as used in this Contract shall mean all applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term. By entering this Contract, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws, and regulations applicable to subawardees of federal funds and maintains all required federal, state, and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

ARTICLE VI. TERMINATION

1. Any Party may terminate this Contract by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30th day. Notice of termination shall be given to the appropriate Party at the address shown in Article VII of this Contract.
2. Anything contained herein to the contrary notwithstanding, either party may terminate this agreement effective immediately prior to the expiration of the term, where a material breach has occurred, and the offending party fails to cure said breach within the time allotted
3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another and shall arrange for a proper accounting and work plan for all such obligations.

ARTICLE VII. NOTICES

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

To Fulton County:

Fulton County District Attorney
136 Pryor St SW 3rd Fl
Atlanta, GA 30303

Copy to:

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

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

To Subrecipient:

See Notice Address in Schedule 1.

ARTICLE VIII. GENERAL PROVISIONS

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.
2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.
3. This Contract may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.

4. Waiver of any term or condition of this Contract shall be effective only if in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.
5. This Contract shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Contract is not intended to create any rights interest, or benefits in third parties.
6. This Contract shall be governed by the laws of the State of Georgia.
7. This Contract may be executed in any number of counterparts, each of which whenso executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed anoriginal signature hereto.
8. This Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third-Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Contract.

[Remainder of Page Left Intentionally Blank]

Schedule 1

Award Letter, Award project Description and Grant Narrative

Schedule 2

Name of Subrecipient: Up Therapy and Publications, LLC

Subrecipient's UIE Number: CH2WDS5DB2Z5

Subrecipient's IEN Number: 45-2755813

Notice Address:

6034 Highland Hills Parkway
Stone Mountain, GA, 30088

Award Amount: \$172,116

Description of Scope of Work:

Up Therapy and Publications' principal Dr. Pilgrim will provide trauma-informed therapy groups and supportive services for youth, parents or guardians, and Credible Messengers along with other service providers. Additionally, she will develop case plans for restoration and rehabilitative coping skills, crisis management to youth, create case management steps and assist with facilitating an anger management group for adults and teens. Dr. Pilgrim specifically teaches her curriculum of "parenting from fear".

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals this, the _____ day of _____, 20____.

FULTON COUNTY, GEORGIA

SUBRECIPIENT: Up Therapy and Publications, LLC

Approved:

Approved:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Signatory:
Title:

Attest:

Tonya R. Grier
Clerk to the Commission

Approved as to Content:

Natalie Zellner, Director
Fulton County District Attorney,

Approved as to Form:
Office of the County Attorney

Please select RCS or RM from the checkbox

| | |
|---------------------------------------|---|
| ITEM#: _____ RCS: _ RECESS MEETING | ITEM#: _____ RM: _____ REGULAR MEETING |
|---------------------------------------|---|



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0446

Meeting Date: 7/12/2023

Department

District Attorney

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

Request approval of an award without competition - District Attorney, 2022 Bureau of Justice Assistance (BJA), Office of Justice Programs (OJP), Community Based Violence Intervention and Prevention Initiative, Award Number 15PBJA-22-GG-04732-CVIP with Atlanta Police Foundation named as a sub-awardee in the Grant in an amount not to exceed \$171,000.00. Effective upon BOC approval through the term of the Grant. 100% grant funded.

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

In accordance with Purchasing Code Section 102-384, after conducting a good faith review, the Purchasing Department has determined there is only one source available for the required supply, service or construction item, the request shall be forwarded to the Board of Commissioners for approval.

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

Yes

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

The District Attorney requests approval of the 2022 Bureau of Justice Assistance (BJA), Office of Justice Programs (OJP), Community Based Violence Intervention and Prevention Initiative, Award Number 15PBJA-22-GG-04732-CVIP with Atlanta Police Foundation named as a sub-awardee in the

Grant in an amount not to exceed \$171,000. The Bureau of Justice Assistance, Office of Justice Programs, Community Based Violence Intervention and Prevention Initiative grants to Community violence intervention (CVI) is an approach that uses evidence-informed strategies to reduce violence through tailored community-centered initiatives. These multidisciplinary strategies engage individuals and groups to prevent and disrupt cycles of violence and retaliation and establish relationships between individuals and community assets to deliver services that save lives, address trauma, provide opportunity, and improve the physical, social, and economic conditions that drive violence.

Scope of Work: The Atlanta Police Foundation's At-Promise Center is a youth crime diversion program serving youth across metro Atlanta. APF works with more than 30 social service agencies who apply the appropriate professional expertise to each individual's case, ensuring relevance and a personalized approach. Each youth who attends the program receives a therapeutic assessment to determine their individualized plan of services to include GED/education assistance, workforce prep and/or recreation activities. APF will provide individualized services to youth recommended to the program.

Community Impact: Fulton County, Georgia is facing accelerating rates of gang violence. GBI estimates that gang criminal enterprise is responsible for 70-90% of all violent crimes, and the Federal Bureau of Investigations (FBI) estimates there to be at least 50,000 gang members in metro-Atlanta. Studies reveal that gangs recruit over 400,000 a year. FCDAO reports youth defendants age 14 to 21 are usually associated with the following crimes: criminal damage to property, trespassing, burglary - first degree, theft by taking, theft by receiving stolen property, theft by shoplifting, forgery, issuing a bad check, and possession of marijuana.

Department Recommendation: The Department recommends approval

Project Implications: The strategy to address gangs and juvenile intersection is to continue and enhance the juvenile intervention work the FCDA has begun with community partners. From therapy with Chris 180 for youth to interest building at the At Promise Center to mentoring with Credible Messengers we are monitoring each child who has been referred by the Prosecutors. Our program and partners like Up Therapy and Publications, LLC focus on solutions for each child and their parent or guardian understanding that each child (family, community) is complex and multifaceted

Community Issues/Concerns: The District Attorney is not aware of any community concerns regarding the sub recipient partner

Department Issues/Concerns: The District Attorney is not aware of any community concerns regarding the sub recipient partner

Contract Modification

New Procurement

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

Not Applicable

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

Exhibit 1: Award Letter, Award Project Description and Grant Narrative

Exhibit 2: Subrecipient Contract

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

Natalie Zellner, JD, Deputy District Attorney of Grants, Programs and Government Affairs, Office of the Fulton County District Attorney, (404) 612-4639

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

| | |
|---------------------------|------------------|
| Original Approved Amount: | \$0.00 |
| Previous Adjustments: | \$0.00 |
| This Request: | \$171,000 |
| TOTAL: | \$171,000 |

Grant Information Summary

| | | | |
|-------------------|-------------------|-------------------------------------|-------------------|
| Amount Requested: | \$171,000 | <input type="checkbox"/> | Cash |
| Match Required: | NA | <input type="checkbox"/> | In-Kind |
| Start Date: | Upon BOC Approval | <input type="checkbox"/> | Approval to Award |
| End Date: | 9/30/2025 | <input checked="" type="checkbox"/> | Apply & Accept |
| Match Account \$: | | | |

Fiscal Impact / Funding Source

Funding Line 1:

461-480-CV11

| Key Contract Terms | |
|-------------------------------|--------------------------|
| Start Date: Upon BOC Approval | End Date: 9/30/2025 |
| Cost Adjustment: NA | Renewal/Extension Terms: |

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start:

Upon BOC Approval

Report Period End:

9/30/2025

Award Letter

September 29, 2022

Dear Stacy Jones,

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 FULTON, COUNTY OF for an award under the funding opportunity entitled 2022 BJA FY 22 Office of Justice Programs Community Based Violence Intervention and Prevention Initiative. The approved award amount is \$2,000,000.

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 OJV 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.

Maureen Henneberg
Deputy 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

OJP's Community Based Violence Intervention and Prevention Initiative (CVIPI) seeks to prevent and reduce violent crime in communities by supporting comprehensive, evidence-based violence intervention and prevention programs, including efforts to address gang and gun violence, based on partnerships among community residents, local government agencies, victim service providers, community-based organizations (CBOs), law enforcement, hospitals, researchers, and other community stakeholders.

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.

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.

NEPA Coordinator

First Name

Orbin

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

2022 BJA FY 22 Office of Justice Programs Community Based Violence Intervention and Prevention Initiative

Application Number

GRANT13626480

Awarding Agency

OJP

Program Office

OJJDP

Grant Manager Name

Scott Pestridge

Phone Number

202-532-5570

E-mail Address

Scott.Pestridge@usdoj.gov

Project Title

Expansion of Juvenile Gang Prevention and Intervention

Performance Period Start Date

10/01/2022

Performance Period End Date

09/30/2025

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2025

Project Description

The Fulton County Government submits this grant application, Office of Justice Programs Community Based Violence Intervention and Prevention Initiative (16.045, O-BJA-2022-171282) to the Bureau of Justice Assistance for Category 4: CVIPI Expansion and Enhancement for County Governments (C-BJA-2022-00114-PROD) in support of the Gang Intervention Prevention program administered by the Fulton County District Attorney's Office (FCDAO). On page 11 of the Narrative includes a priority consideration.) Hire Juvenile Program Manager (County position specification executive assistant) to work with the Juvenile Court Prosecutors, to review case files and make recommendations; this staff will be familiar with partners providing community solutions; (2) Hire Community Resource Specialist focused on relationship with community experiencing increase in violence; (3) Partner with Behavioral Health Consultant, Dr. Pilgrim to build trauma-informed therapy groups and supportive services for mentors and parents, discuss case plan for restoration and rehabilitative coping skills and crisis management to youth; (4) Partner with Chris 180 trauma-informed therapy for children and supportive services to parents; (5) Partner with Credible Messengers, out of the US Attorney's Office program of formerly incarcerated, who provide mentoring to youth; (6) Partner with the At Promise Center, diversion programming for court exposed juveniles with the Atlanta Police Foundation; (6) Two programs

facilitated out of the FCDA's office Jr. DA and LEADS, leadership program in Fulton County schools; (7) Partner with FCA Atlanta Leadership Enrichment working with Coaches and summer programming; (8) Through a mixed-methods approach, Dr. Dean Dabney, a tenured Professor in the Department of Criminal Justice and Criminology at Georgia State will gather and synthesize information on program impacts and cost effectiveness, allowing Fulton County to understand more about evidence-based therapeutic services impacts both individual and community-level factors. Fulton County is 534 square miles, with 15 municipalities, and is the largest county in the state with its largest city, Atlanta, the capital of the state of Georgia. The race percentages of the Fulton County population are approximately 44% Black, 39% White, 7% Asian, 2% two or more races, and 7% Hispanic/Latino. Atlanta has a complicated history of widespread segregation, biased legislation, and racial subordination. Enhance existing working group to better serve communities experiencing unprecedented violence; through a collaborative, multimethod, data-collection, and analysis approach, conduct a needs assessment to better understand root causes of community violence; and place priority on building and maintaining work and accomplishments.

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

PROJECT NARRATIVE

The Fulton County Government submits this grant application, Office of Justice Programs Community Based Violence Intervention and Prevention Initiative (16.045, O-BJA-2022-171282) to the Bureau of Justice Assistance for Category 4: CVIPI Expansion and Enhancement for County Governments (C-BJA-2022-00114-PROD) in support of the Gang Intervention Prevention program administered by the Fulton County District Attorney's Office (FCDAO).

Description of the Issue

Fulton County, Georgia is facing accelerating rates of gang violence. The nature and scope of the problem to address community violence that involves children, youth, young adults, both as the individuals responsible for perpetrating this violence and those who are victims of it, is three-fold: (1) For children, emotional responses to violence develop, such as sadness, fear, and guilt, but without skills to address the emotions, anger and violence are a result leading the child to the criminal justice system; (2) The costs of violence on parents and mentors create “parenting from fear” with adverse effects, and further damage to the family and community; and (3) Although incarceration costs are significantly more than supervision, the high rate of spending on incarceration subtracts from funds to address societal solutions. Existing problem: Fulton County had a total of 194 firearm related homicide cases in 2021 according to the Georgia Bureau of

| GBI Reporting Police Dept.'s | Ja 2021 | F | M | A | M | Ju | J | A | S | O | N | D | | Ja 2022 | F | M | A |
|------------------------------|---------|----|----|----|----|----|----|----|----|----|----|---|--|---------|----|----|----|
| Alpharetta | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | | 0 | 0 | 0 | 0 |
| Atlanta | 10 | 10 | 9 | 9 | 16 | 15 | 14 | 25 | 12 | 13 | 16 | 6 | | 16 | 7 | 16 | 10 |
| College Park | 2 | 1 | 0 | 0 | 0 | 1 | 0 | 1 | 2 | 0 | 1 | 0 | | 1 | 3 | 0 | 0 |
| East Point | 1 | 1 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 |
| Fairburn | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 |
| Fulton | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | | 0 | 0 | 0 | 0 |
| MARTA ⁱ | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 |
| Roswell | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 |
| Sandy Springs | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | | 0 | 1 | 0 | 0 |
| South Fulton | 1 | 2 | 1 | 0 | 2 | 2 | 1 | 3 | 2 | 0 | 1 | 0 | | 1 | 0 | 0 | 0 |
| TOTAL | 16 | 15 | 12 | 10 | 19 | 18 | 17 | 31 | 16 | 14 | 19 | 7 | | 18 | 11 | 16 | 10 |

Investigation (GBI); and from January to the end of April in 2022 there have already been 55 gun related homicides in Fulton County.ⁱⁱ GBI estimates that gang criminal enterprise is

responsible for 70-90% of all violent crimes, and the Federal Bureau of Investigations (FBI) estimates there to be at least 50,000 gang members in metro-Atlanta^{iv}. The violent crime rate of

| State | City | Year | Population | Violent Crime | Rate per 100,000 |
|---------|------------------------------|------|------------|---------------|------------------|
| Georgia | Atlanta | 2021 | 515,945 | 4578 | 887 |
| | Sandy Springs (north Fulton) | | 111,219 | 209 | 188 |
| | South Fulton | | 100,658 | 974 | 968 |

Atlanta in 2021 is 887^v and since 2019, the homicide rate for the city of Atlanta has increased by 64% and by 49% in Fulton County,

specifically. Challenges associated with said increase include the rise in stolen guns. Authorities urge gun owners not to leave weapons in their cars. Atlanta police have received 827 reports of guns stolen out of cars in 2022. Investigators say those weapons are often used in violent crimes. By comparison, Atlanta police said 1,035 guns were reported stolen from cars last year and 988 were taken in 2019. “We as citizens are helping to arm criminals and one of the ways we’re doing that is by leaving our guns in our car,” District Attorney Fani Willis said. “We’re giving people access to a tool they can use in a crime.”^{vi}

Describe target population: Fulton County is 534 square miles, with 15 municipalities, and is the

largest county in the state with its largest city, Atlanta, the capital of the state of Georgia. The race percentages of the Fulton County population are approximately 44% Black, 39% White, 7% Asian, 2% two or more races, and 7% Hispanic/Latino.^{vii} Atlanta has a complicated history of widespread segregation, biased legislation, and racial subordination. It is ironic that the highways I-85, I-75-, I-285, and I-20 were signs of the state’s prosperity when created but increased the likelihood of poverty when they cut through Black neighborhoods, isolating them from the broader community.

Municipalities

| | |
|---------------------|-----------|
| Alpharetta | 68,117 |
| Atlanta | 472,269 |
| Chattahoochee Hills | 3,281 |
| College Park | 14,405 |
| East Point | 37,416 |
| Fairburn | 16,326 |
| Hapeville | 7,011 |
| Johns Creek | 86,218 |
| Milton | 40,224 |
| Mountain Park | 564 |
| Palmetto | 4,622 |
| Roswell | 98,181 |
| Sandy Springs | 111,338 |
| South Fulton | 104,161 |
| Union City | 25,567 |
| TOTAL | 1,089,700 |

Studies have shown that highway systems were highly detrimental to city communities, creating physical divides, psychological rifts, property devaluation, population loss and a substantial source of noise and air pollution.^{viii} Fulton County’s general poverty rate is 13.4 percent^{ix}, but financially stratified from the affluent suburbs of north metro-Atlanta to the impoverished area south of the

state's capital. For the city of Atlanta, the poverty rate is 19.2 percent and for persons in Fulton County under the age of 18, the poverty rate is also 19.2 percent. 21 percent of the population of Fulton County is under the age of 18 years.^x The most common racial groups living below the poverty line in Fulton County are Black (98,906), then White (30,892) and Hispanic (13,418). Fulton County represents 10% (1,089,700) of the statewide population with a gender ratio of females at 52%^{xi}. Fulton County is home to many low-income residents which increases their likelihood of incidents of crime. Research indicates that women are at an increased risk for victimization when their income is below the poverty level, and conversely, victimization increases women's likelihood of unemployment and reduced income (Byrne, Resnick, Kilpatrick, Best, & Saunders, 1999). The violence continues to increase but we have had some success with our previous attempts to respond to violence and gang intervention, which was provided by OJJDP FY 20 Comprehensive Anti-Gang Programs for Youth - Category 1: Intervention." However, grant funding was limited by the priorities of the previous district attorney, who after serving for decades, lost the election in 2020. Prioritizing diversion programming is important to the newly elected Fulton County District Attorney, Fani Willis. The OJJDP grant is not available this year to continue our work with the dynamic partners we include as a part of this funding request. There are many juveniles in need of intervention; yet the County Board of Commissioners has defunded public safety initiatives with community partners.

Project Design and Implementation

Fulton County will work with boys and girls ages 12 to 17 who are at risk of joining gangs, were exposed to gang violence and or been victimized by criminal street gangs, or seeking assistance removing themselves from gang activity. Based on the demographics of court involved youth in

Fulton county, the primary demographic of the population served will be African American youth ages 13 to 16.^{xii} The steps to operate a community based violence intervention and prevention initiative throughout the funding period are: (1) Hire Juvenile Program Manager (County position specification executive assistant) to work with the Juvenile Court Prosecutors, to review case files and make recommendations; this staff will be familiar with partners providing community solutions; (2) Hire Community Resource Specialist focused on relationship with community experiencing increase in violence; (3) Partner with Behavioral Health Consultant, Dr. Pilgrim to build trauma-informed therapy groups and supportive services for mentors and parents, discuss case plan for restoration and rehabilitative coping skills and crisis management to youth; (4) Partner with Chris 180 trauma-informed therapy for children and supportive services to parents; (5) Partner with Credible Messengers, out of the US Attorney's Office program of formerly incarcerated, who provide mentoring to youth; (6) Partner with the At Promise Center, diversion programming for court exposed juveniles with the Atlanta Police Foundation; (7) Two programs facilitated out of the FCDA's office Jr. DA and LEADS, leadership program in Fulton County schools; (8) Partner with FCA Atlanta Leadership Enrichment working with Coaches and summer programming; (9) Through a mixed-methods approach, Dr. Dean Dabney, a tenured Professor in the Department of Criminal Justice and Criminology at Georgia State will gather and synthesize information on program impacts and cost effectiveness, allowing Fulton County to understand more about evidence-based therapeutic services impacts both individual and community-level factors.

diverted to receive restorative services instead of criminal punishment. However, it is currently solely up to families to seek and fund services for the child, an enormous and sometimes insurmountable barrier for low-income families.

Capabilities and Competencies

January Towels, formerly with Youth Detention Center is serving as Juvenile Intervention Specialist. Aakeem Woodard, Juvenile Advocate & Liaison at the Fulton County District Attorney's Office was formerly incarcerated and has developed L.E.A.D.S

Credible Messengers and OAA cofounded in 2014 by Deborah Daniels, formerly incarcerated, and former Alabama Supreme Court justice Drayton Nabers Jr. in Birmingham, Alabama. After two years, OAA became an official 501(c) 3 non-profit,.

County Government has a robust Grants Administration Department (GAD) that oversees all of the federal and state grants that run through Fulton County to sub recipients. Fulton County requires that each sub-recipients have a memorandum of understanding contract with the county and an invoicing agreement; both documents are drafted by the County attorney and sent to the Board of Commissioners for approval. The GAD has finance and compliance divisions that assist with tracking expenditures for sub recipients and ensuring sub recipient's payments have the appropriate invoicing and documentation.

The FCDAO Grants Manager, Michele Henry, will be responsible for the collecting, collating and submitting monthly and quarterly performance data, semiannual progress reports and quarterly financial reports through the Just Grants. Ms. Henry has earned her DOJ Financial Certification and in her role, she provides the same services for other grant funded projects. Ms. Henry holds a Master of Public Administration.

Dr. Dean Dabney is a tenured Professor in the Department of Criminal Justice and Criminology at Georgia State University. He will serve as the Research Partner as a subcontractor for the Fulton

County District Attorney's Office's (FCDAO) project "CVIPI Expansion and Enhancement for Fulton County Government." FCDAO will serve as the lead agency in a grant application to the Bureau of Justice Assistance's FY 22 Office of Justice Programs Community Based Violence Intervention and Prevention Initiative (O-BJA-2022-171282) program.

Dr. Dabney will have overall responsibility for subcontract management and direction of all GSU-based research activities to include identification of evidence-based strategies and potential performance metrics, directing process and outcome evaluation efforts, attending working group meetings, and supervising evaluation and action research activities originating at GSU. He, along with the GSU graduate assistants, will receive, secure, code and clean relevant program data, visit FCDAO facilities per specified protocols, and draft and circulate project reports and presentations.

All the project partners are aware of and welcome the involvement of Georgia State, the proposed research partner, and the DOJ technical advisors. The partners know that learning about innovative ways to engage overlooked residents and businesses, address violent crime through all community avenues and studying other sites around the country with similar issues. The FCDAO has worked with DOJ technical advisors and research partners on current and previous grants, and has shared the positive experience.

Plan For Collecting the Data Required

The project coordinator will maintain a tracking database for this program that will assist with comply with all reporting requirements for well as maintain all documentation and information relative to the Performance Measurement Tool. The Project Director will work with Georgia State and the Working group to gather information. This information will be shared with collaborative partners to help give them a baseline on how to make improvements and/or what areas we should expand on to keep the program running successfully. This information will also be shared with

other community agencies and local government to gather support for the program. The Project Coordinator will work with the Project Leadership at Georgia State to gather information regarding number of, data sources accessed and analyzed, status of the action plan, problem response implementation status, and community outreach. Georgia State will be involved in every phase of the project. Their multifaceted role will involve working alongside the project team throughout the planning and implementations stages, as well as to objectively evaluate formative and summative project developments. The process and impact evaluation will assess the degree to which implementation of the program has met its stated goals and objectives; thoroughly documenting the program ‘recipe’, lessons learned, and assessing to what extent those activities significantly impacted youth desistance and disengagement from gangs, as well as improved community through design, engagement, and support.

ⁱ MARTA metro system

ⁱⁱ Will McCombs, Justice Liaison contacted GBI reports of firearm related homicides and shootings for 2021, 2022

ⁱⁱⁱ <https://crime-data-explorer.app.cloud.gov/pages/explorer/crime/quarterly>

^{iv} <https://www.11alive.com/article/news/crime/atlanta-da-bill-to-fight-gang-crime/85-1080695e-084d-42c1-8e46-8a6129b888c1>

^v https://crime-data-explorer.app.cloud.gov/pages/explohttp://crimegunintelcenters.org/wp-content/uploads/2022/02/New-CGIC-Workflow_2022-02-1536x1021.png r/crime/quarterly

^{vi} <https://www.ajc.com/news/after-historically-deadly-2020-atlanta-homicides-are-up-nearly-60-in-2021/N63RJ5OKQZCZVOCNH2D6376S3E/>

^{vii} <https://censusreporter.org/profiles/05000US13121-fulton-county-ga/>

^{viii} <https://www.theatlantic.com/business/archive/2015/11/highways-destroyed-americas-cities/417789/>

^{ix} <https://data.census.gov/cedsci/profile?g=0500000US13121>

^x <https://www.census.gov/quickfacts/fultoncountygeorgia>

^{xi} <http://worldpopulationreview.com/us-counties/ga/fulton-county-population/>

^{xii} http://www.fultonjuvenilecourt.org/sites/default/files/FCJC_Trends&Programs_2017.pdf

**2022 BJA Office of Justice Programs
Community Based Violence Intervention and Prevention Initiative
Subrecipient Contract between Fulton County
and
Atlanta Police Foundation, Inc.**

This **SUBRECIPIENT CONTRACT** (“Contract”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“Fulton County”), by and through the Fulton County District Attorney FCDA (“FCDA”), and **Atlanta Police Foundation, Inc. (APF)** (hereinafter collectively referred to as the “Parties”).

WHEREAS, The FCDA is the recipient 2022 Bureau of Justice Assistance (BJA), Office of Justice Programs (OJP), Community Based Violence Intervention and Prevention Initiative, Award Number 15PBJA-22-GG-04732-CVIP, in the amount of \$2,000,000.00 (the “Grant”); and

WHEREAS, The Grant was awarded to FCDA on October 1, 2022, by the U.S. Department of Justice (DOJ), BJA and OJP as memorialized in the attached award letter, award project description and narrative (see “Schedule 1”); and

WHEREAS, The Grant Period runs from October 1, 2022, through September 30, 2025, and may be extended in one-year increments by the DOJ, BJA; and

WHEREAS, Atlanta Police Foundation, Inc. (“APF” or “Subrecipient”) was a named sub awardee in the Grant; and

WHEREAS, The Atlanta Police Foundation’s At-Promise Center is a youth crime diversion program serving over 1700 youth across metro Atlanta since 2017. APF works with more than 30 social service agencies to ensure that each youth who attends the program receives a therapeutic assessment to determine their individualized plan of services to include GED/education assistance, workforce prep and/or recreation activities; and

WHEREAS, Fulton County desires to engage Subrecipient to render certain services hereinafter described in Schedule 1 which is to be wholly financed by the Grant; and

WHEREAS, Subrecipient desires to render such services in connection with the project as a subrecipient of the Grant in compliance of all obligations required from this designation; and

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

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

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

ARTICLE I. PURPOSE AND RELATIONSHIP

1. **Purpose.** This Contract describes the way in which the Parties will use the Grant to use community-based violence intervention and prevention programs with boys and girls ages 12 to 17 who are at risk of joining gangs, were exposed to gang violence and or been victimized by criminal street gangs or seeking assistance removing themselves from gang activity as well as their parents or guardians. Based on the demographics of court involved youth in Fulton County, the primary demographic of the population served will be African American youth ages 13 to 16.
2. **Independent Contractor.** The relationship of Subrecipient to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party's prior written consent. It is expressly understood that any individual performing services under this Contract on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security, and other employment taxes due to the proper taxing authorities with respect to such personnel. This provision shall survive the expiration or termination of this Contract.

ARTICLE II. AWARD AND SCOPE OF SERVICES

1. **Term.** This Agreement becomes effective upon approval by the Board of Commissioners of Fulton County, Georgia ("Effective Date") and will remain in effect until September 30, 2025, or through any approved extensions by the DOJ, BJA.
2. **Award.** The Grant funding in the amount of \$171,000.00 ("Award Amount") will be provided by Fulton County to Subrecipient to provide services listed in Schedule 2 from the Effective Date to September 30, 2025, or through any approved extensions by the DOJ, BJA.
3. **Disbursement.** Payment shall be contingent on FCDA receipt of an undisputed invoice, and any reports and substantiation materials required by FCDA. All invoices subsequently submitted to verify services rendered are subject to review and approval by the Finance Department-Accounts Payable Division.
4. **Scope of Services.** Subrecipient will provide the services described in Schedule 2 hereto (the "Scope of Services"). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for providing any funding above the total amount of the Award Amount.

ARTICLE III. REPORTING

1. **Maintenance of Records.** Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Contract in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional

financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Contract.

Subrecipient must maintain all records, books, papers, and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract, the end of the 2022 BCJI Grant or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Contract. Such records shall include the full name of individuals served with the Grant funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers, and other documents that relate to this Contract available at all reasonable times for inspection, review, and audit by the authorized representatives of Fulton County and the federal government, if so requested.

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

2. **Financial Reports.** Subrecipient will submit a quarterly progress report of assistance provided to citizens from the allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. This quarterly report shall include: (i) name and address of individual receiving assistance; (ii) type of assistance provided; and (iii) total amount of each type of assistance provided and personnel and consultants employed. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. The Subrecipient shall register and maintain an updated profile with [SAM.gov](https://www.sam.gov). The County reserves the right to impose additional reporting requirements based on the amount and nature of the award by providing these requirements to the Subrecipient in the County's discretion.
3. **Limitations on Expenditures.** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Contract. Fulton County shall only reimburse Subrecipient for documented expenditures incurred during the Contract Terms that are: (i) Reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with established Fulton County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Contract.

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

4. **Audited Financial Statements.** If Subrecipient expends \$750,000.00 or more in federal awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public

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

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

ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION

1. **Fulton County Responsibilities.** Fulton County shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Contract. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to the Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.
2. **Subrecipient Responsibilities.** Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

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

ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS

1. **Compliance with Prime Award and Subaward.** Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 2, and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.
2. **Compliance with Applicable Laws.** Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state, and local laws. The term "federal, state and local laws" as used in this Contract shall mean all applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term. By entering this Contract,

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

ARTICLE VI. TERMINATION

1. Any Party may terminate this Contract by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30th day. Notice of termination shall be given to the appropriate Party at the address shown in Article VII of this Contract.
2. Anything contained herein to the contrary notwithstanding, either party may terminate this agreement effective immediately prior to the expiration of the term, where a material breach has occurred, and the offending party fails to cure said breach within the time allotted
3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another and shall arrange for a proper accounting and work plan for all such obligations.

ARTICLE VII. NOTICES

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

To Fulton County:
Fulton County District Attorney
136 Pryor St SW 3rd Fl
Atlanta, GA 30303

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

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

To Subrecipient:
See Notice Address in Schedule 1.

ARTICLE VIII. GENERAL PROVISIONS

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the remaining portions of this Contract shall remain in full force and effect.
2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior

oral understandings between them with respect to the matters addressed herein.

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

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Schedule 1

Award Letter, Award project Description and Grant Narrative

Schedule 2

Name of Subrecipient: Atlanta Police Foundation, Inc.

Subrecipient's UIE Number: J1ESUPKRBGM1

Subrecipient's EIN Number: 11-3655936

Notice Address:

Ms. Alicia Grimes
Atlanta Police Foundation
191 Peachtree St,
Atlanta, GA 30303-0007

Award Amount: \$171,000.00

Description of Scope of Work:

The Atlanta Police Foundation's At-Promise Center is a youth crime diversion program serving youth across metro Atlanta. APF works with more than 30 social service agencies who apply the appropriate professional expertise to each individual's case, ensuring relevance and a personalized approach. Each youth who attends the program receives a therapeutic assessment to determine their individualized plan of services to include GED/education assistance, workforce prep and/or recreation activities. APF will provide individualized services to youth recommended to the program.

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals this, the

____ day of _____, 20 ____.

FULTON COUNTY, GEORGIA

SUBRECIPIENT: Atlanta Police Foundation, Inc.

Approved:

Approved:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Signatory:
Title:

Attest:

Tonya R. Grier
Clerk to the Commission

Approved as to Content:

Natalie Zellner, Director
Fulton County District Attorney,

Approved as to Form:

Office of the County Attorney

Please select RCS or RM from the checkbox

| | |
|--|---|
| ITEM#: _____ RCS: __ RECESS MEETING | ITEM#: _____ RM: _____ REGULAR MEETING |
|--|---|



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0447

Meeting Date: 7/12/2023

Department

District Attorney

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

Request approval of an award without competition - District Attorney, Department of Justice's Bureau of Justice Assistance (BJA) BJA National Sexual Assault Kit Initiative (SAKI) Grant, Grant Award No. 15PBJA-21-GG-04323-SAKI, with the Atlanta Police Department named as a sub-awardee in the Grant in an amount not to exceed \$744,802.20. Effective upon BOC approval through the term of the Grant. 100% grant funded.

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

In accordance with Purchasing Code Section 102-384, after conducting a good faith review, the Purchasing Department has determined there is only one source available for the required supply, service or construction item, the request shall be forwarded to the Board of Commissioners for approval.

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background The District Attorney requests approval of the 2022 Bureau of Justice Assistance (BJA) BJA National Sexual Assault Kit Initiative (SAKI) Grant, Grant Award No. 15PBJA-21-GG-04323-SAKI, with the Atlanta Police Department named as a sub-awardee in the Grant. The U.S. Department of Justice's Bureau of Justice Assistance, awards Sexual Assault Kit Initiative (SAKI) grant funds to test the backlog of sexual assault kits across the United States in order to

determine any possible DNA matches that can be investigated and ultimately prosecuted. The Georgia Bureau of Investigation (GBI) has identified over 4,000 untested or partially tested sexual assault kits housed at the GBI.

Scope of Work: . APD will hire two detectives who will be exclusively assigned to the Fulton SAKI project. They will investigate each APD SAKI case, building each case from the ground up, locating victims, witnesses, and suspects, travelling to meet with witnesses and victims and locating any additional evidence and additionally, they will provide APD resources to Fulton SAKI, such as investigative resources and access to archived resources that Fulton SAKI desperately needs to complete these necessary investigations.

Community Impact: The U.S. Department of Justice's Bureau of Justice Assistance, awards Sexual Assault Kit Initiative (SAKI) grant funds to test the backlog of sexual assault kits across the United States in order to determine any possible DNA matches that can be investigated and ultimately prosecuted. The Georgia Bureau of Investigation (GBI) has identified over 4,000 untested or partially tested sexual assault kits housed at the GBI dating from the 1980s to late 1990s, referred to as the "pre-1999 project". Both the GBI and the Fulton County District Attorney's Sexual Assault Kit Initiative (SAKI) Unit are committed to testing all untested and partially tested sexual assault kits and then investigating and ultimately prosecuting any leads in cases due to DNA.

Department Recommendation: The Department recommends approval.

Project Implications: The backlog of untested or partially tested sexual assault kits is a serious national, state, and local concern that has been widely acknowledged as failing victims of sexual assault while endangering communities. Sexual assault kits are one of the most important tools public safety agencies possesses to collect potential evidence of a suspect's DNA and potentially achieve justice for victims of sexual assault while keeping our communities safe;

Community Issues/Concerns: The District Attorney is not aware of any community concerns regarding the sub recipient partner.

Department Issues/Concerns: The District Attorney is not aware of any Department concerns regarding the sub recipient partner.

New Procurement

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

Not Applicable

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

Exhibit 1: Award Letter and Grant Narrative

Exhibit 2: Subrecipient Scope of Work

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

Natalie Zellner, JD, Deputy District Attorney of Grants, Programs and Government Affairs, Office of the Fulton County District Attorney, (404) 612-4639

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

| | |
|---------------------------|---------------------|
| Original Approved Amount: | \$0.00 |
| Previous Adjustments: | \$0.00 |
| This Request: | \$744,802.20 |
| TOTAL: | \$744,802.20 |

Grant Information Summary

| | | | |
|-------------------|----------------------|-------------------------------------|-------------------|
| Amount Requested: | \$744,802.20 | <input type="checkbox"/> | Cash |
| Match Required: | 0 | <input type="checkbox"/> | In-Kind |
| Start Date: | Date of BOC approval | <input checked="" type="checkbox"/> | Approval to Award |
| End Date: | Sept. 30, 2024 | <input type="checkbox"/> | Apply & Accept |
| Match Account \$: | 0 | | |

Fiscal Impact / Funding Source

Funding Line 1:

461-480 -SAK3

| Key Contract Terms | |
|---|--|
| Start Date: Date of BOC Approval | End Date: 9/30/2024 |
| Cost Adjustment: | Renewal/Extension Terms: Due to COVID backlogs, DOJ is annually extending grant ending dates. |

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Agenda Item No.: 23-0447

Meeting Date: 7/12/2023

Yes

Report Period Start:
Date of BOC Approval

Report Period End:
9/30/2024

The Fulton County Government submits this application for the Bureau of Justice Assistance's FY 2021 National Sexual Assault Kit Initiative (SAKI) competitive grant program in support of the Office of the Fulton County District Attorney's SAKI Unit. As a previously funded SAKI site, our ultimate goal for this grant remains the same: to improve investigation and prosecution in connection with evidence and cases resulting from the testing process. To that end, we respectfully request \$1,601,090.00 in grant funding across three years under Purpose Area 1: Comprehensive Approach to Unsubmitted Sexual Assault Kits, competition ID: O-BJA-2021-00084.

Statement of the Problem

While we are encouraged by our progress as a SAKI Unit, our continual work has also revealed several key areas where additional support is greatly needed. There are three significant issues Fulton County has identified. First, our primary law enforcement partner, the Atlanta Police Department, is not currently supported as a part of the Fulton County SAKI project. As the primary agency on the majority of our cases, we need their support and partnership to be formally a part of our SAKI site. Second, the Georgia Bureau of Investigation (GBI), the state crime lab, has identified approximately 2136 additional partially tested kits that may have received a "test". These kits date back to the 1980s up until 1999. Of those kits, GBI is certain 1,846 of those kits belong to Fulton County and they cannot be tested at the lab due to their current work. Of the 1,846 kits, over 1,400 of them have been identified as originating with the Atlanta Police Department. The Georgia SAKI site location, which encompasses the rest of Georgia, all except Fulton County, received funding under the 2020 grant cycle to test some of the kits through private labs. That funding will allow 275 of Fulton's 1,846 kits to be tested, leaving 1,571 kits that still require additional testing. Third, our newly hired data analyst is currently in a 12 month contract position.

The funding for his contract is from the remaining funds of the last year of the SAKI 2018 budget. Mr. Robert Summerill, the data analyst, has become a critical part of our project in two ways. One, he is solely responsible for ViCAP entry and maintenance in our office. Two, as we are seeking to accurately inventory all of the sexual assault kits and cases, particularly as we prepare for an influx of partially tested kit results, we have identified the RedCAP database as an ideal way in which to properly store information. We have identified Mr. Summerill as the individual best suited to be responsible for administrating that database on our behalf. Thus, our goal is to bring Mr. Summerill on full time and permanently on to the grant.

Issue One: The Atlanta Police Department

Violent crime in Fulton County, the largest county in the state of Georgia with a population of more than a million residents (1,075,472), continues to rise. Fulton County is 534 square miles, with 15 municipalities, poverty over 20% in 80 census tractsⁱ, and its largest city, Atlanta, is the capital of Georgia, where rape, aggravated assaults and shootings are all up double-digit percentages.ⁱⁱ The racial break-down of the Fulton County population are approximately 44% Black, 39% White, 7% Asian, 2% two or more races, and 7% Hispanic/Latinoⁱⁱⁱ. Fulton County constitutes the Atlanta Judicial Circuit, Fifth Judicial Administrative District, and is so populous that it contains only Fulton County^{iv}. Together, a large population coupled with a subsequent increase in crime represent a barrier to SAKI cold case work. To continue to advance, Fulton County SAKI needs to bring the Atlanta Police Department (APD) on to the Fulton County SAKI Unit. Currently, there are two SAKI sites in Georgia, one at the Fulton County District Attorney's Office, and the other called Georgia SAKI. The Georgia SAKI site covers the rest of Georgia but does not include Fulton County. Up until 2020, the Atlanta Police Department was a part of the

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FY'2021 Sexual Assault Kit Initiative (SAKI) Program Narrative

Georgia (GA) SAKI site. They funded one APD detective as part of the project. In fact, APD has been part of the SAKI project in Georgia from its very inception, assisting in identifying kits, finding case files, locating and interviewing victims, and demonstrating their care and commitment to the project and the survivors the project serves.

Initially, in 2017, the Fulton County District Attorney's Office had been part of the GA SAKI project along with the Atlanta Police Department, before realizing that the majority of cases originated in Fulton County. The District Attorney's Office ended that agreement to form its own SAKI site location to better accommodate the processing of the Fulton County SAKs. At that time, the Atlanta Police Department remained with GA SAKI. In 2020, when GA SAKI reapplied for a SAKI grant, they did not include the Atlanta Police Department, as they prioritized other issues. Furthermore, as the Atlanta Police Department is within Fulton County, it is the Fulton County SAKI site that has the greatest need to partner with APD. Once we learned that APD would no longer be part of GA SAKI, we immediately recognized the imperative need to transition APD from the GA SAKI grant to the Fulton County SAKI grant.

Currently, we rely on the Atlanta Police Department for assistance in cold case investigation like: researching extremely old cases, finding old evidence and case reports, finding retired law enforcement officers, and going to cold case scenes. The APD detective previously assigned to GA SAKI assisted GA SAKI in working an unknown offender case in which DNA was connected across jurisdictions, but the suspect was not in the CODIS database. Through long hours and continued partnership, the APD detective was instrumental in solving the case, and that suspect now awaits trial. The case that was tried by our office last year, *State of Georgia v. Dandre Shabazz*, which resulted in conviction was based out of the Atlanta Police Department. When the case was initially identified in 2018 following a CODIS hit, the Atlanta Police Department began

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working the case in partnership with the Fulton County District Attorney's Office. It was largely due to our working relationship with the APD that we were able to successfully investigate and prosecute the case. There were 16 DNA hits that were tied to Mr. Shabazz, and thanks to the continual partnership with APD, Mr. Shabazz is now serving twelve consecutive life sentences.

Without the Atlanta Police Department as a strong community partner, our ability to progress with our work would be severely damaged. The majority of the cases that have already been tested and are being investigated belong to the Atlanta Police Department. The vast majority of the partially tested kits that we are preparing to test belong to the Atlanta Police Department. Currently, our two Fulton County District Attorney investigators have to prioritize our current cases, and at the current rate it takes to fully investigate a SAKI case prior to indictment, it will take years to complete this project. With the anticipated influx of 1846 partially tested kit results, the time required to successfully complete this project will greatly increase.

We have been limited in the work that the Atlanta Police Department can do since they are not formerly a part of our grant, and that has hampered and delayed our efforts. However, as they were removed from the GA SAKI project and if they are not subsequently placed on the Fulton SAKI project, the impact to SAKI victims would be two-fold. Already, the Atlanta Police Department's Special Victims Unit is working with half of the usual number of investigators, drastically impacting their ability to work their usual case load. Law enforcement is understaffed and underfunded.^v By the end of 2020, the Atlanta Police Department (APD) reported that staff numbers had fallen to below 2019 levels and as a result, some calls were identified as a lower priority and had to be triaged.^{vi} The APD, organized as they are, cannot answer every call and officers are answering calls of more serious crimes.^{vii} Without the funding for APD Investigators to join the Fulton SAKI Unit, APD simply does not have the resources to provide that investigative

assistance to our unit. Currently, when the GA SAKI investigator cannot assist us, one of the supervising sergeants has attempted to assist the Fulton SAKI site coordinator, but she has often had to speak to him after 10PM at night. This sergeant works the night shift, and has to specifically create time to be able to discuss a SAKI case. While we are deeply grateful to APD for their care for SAKI, this is clearly not a sustainable model for a continued partnership with APD, let alone a model that allows APD detectives to investigate APD SAKI cases.

Issue Two: Funding Testing of Partially Tested Kits

Throughout the years, beginning primarily in the 1980s, sexual assault kits arrived at the Georgia Bureau of Investigation that were not tested. There are a number of reasons for this, including that until the early 2000s, Georgia was not fully part of the CODIS database. Thus, the GBI would only test sexual assault kits when there was a known suspect, rather than an unknown suspect. Additionally, due to limited resources, if a law enforcement agency did not follow up with the GBI and ensure that testing took place, the GBI would prioritize testing of kits in which there was an active investigation. Additionally, there was limited technology, which impacted the ability of the GBI to test kits. Thankfully, even with the challenges at that time, GBI officials did continue to house the kits, rather than dispose of them.

In the last several years, the GBI began a monumental effort to inventory all of these kits and determine what kits were eligible for testing. Initially, the GBI began with 13,000 kits to inventory, and through the past several years, inventoried and categorized them all. Now, there are approximately 2136 kits that require testing, which we are calling the pre-1999 Project, and which GBI does not have the capacity to test. GA SAKI received funding last year to begin testing some of these kits through private labs. However, as GA SAKI must prioritize non-Fulton kits, they have only committed to testing 275 of the Fulton kits, leaving 1,571 kits still to be tested. This is a

daunting task, but the Fulton County District Attorney's Office is committed to ensuring these kits are tested and the survivors receive justice. We intend not only to test these kits, but also for those kits that return DNA results, we are committed to investigating and prosecuting.

Issue Three: Ensuring ViCAP Compliance and Proper Inventorying Through Maintaining Full-Time Data Analyst

The last year of the 2018 SAKI award, we had enough funds left to hire a data analyst for 12 months to oversee our compliance with ViCAP and to assist with any data needs we might have. We hired Mr. Robert Summerill and he began working for us a few months ago. He immediately sought out ViCAP training and has quickly become adept at ViCAP. His attention to detail is extraordinary, and his passion for the work is impressive. He is committed to the overall SAKI mission, and has become an integral team member, not only ensuring our ViCAP compliance, but dedicating himself to ensure our ViCAP case entries are excellent and that we can best serve agencies across the nation. He has consistently done additional research on each case eligible for ViCAP entry to determine if there are any other jurisdictions, particularly out of state, for which we should alert the FBI to inform those other jurisdictions. Our ability to continue to remain compliant with ViCAP and ensure that our contributions to ViCAP meet the highest standard would be severely impacted if we are not able to continue to fund his salary position as a member of Fulton SAKI.

Project Design and Implementation, including goals, objectives, activities, and deliverables

Objectives

- Fully investigate Atlanta Police Department cases with two APD detectives;
- Test 1846 Fulton partially tested kits, specifically funding 1541 of those kits to be tested through private labs;
- Ensure ViCAP compliance and efficient database management through hiring our current 12-month contractor as a full-time data analyst.

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 FY'2021 Sexual Assault Kit Initiative (SAKI) Program Narrative

In 2020, the Office of the Fulton County District Attorney once again applied and was awarded the National Sexual Assault Kit Initiative (SAKI) grant funding by the Bureau of Justice under Purpose Area 1. That grant has allowed the Fulton County District Attorney's Office to staff a task force that is aggressively tackling the SAKI project. To apply what we have learned and to meet our aforementioned goals, we will implement the three essential elements of the BJA National Response Model.

| Goals | Objectives | Activities | Deliverables |
|---|--|--|--|
| To timely investigate, indict, and prosecute remaining SAKI cases | Fully investigate Atlanta Police Department cases with two APD detectives formerly added to Fulton SAKI | 1.Advertise positions of detectives working at APD 2.Interview Candidates 3.Incorporate into SAKI team | 1.Increased percentages of investigated cases |
| Shift the priorities of criminal justice to improve response to sexual assault and become victim centered | Test 1846 Fulton partially tested kits, specifically funding 1541 of those kits to be tested through private labs | 4. Ensure receipt of proper investigative assistance and assurance that all sexual assault test kits are processed promptly now and in the future 5.Develop a comprehensive strategy to address the backlog and provide uniform assistance to all agencies | 2.Cross-disciplinary training materials from each member 3. Victim Advocacy resources shared with members 4. Identify processes that prioritize investigation and adjudication of SAKI cases |
| Prevent backlog of unsubmitted SAKs from recurring | Site Coordinator will hold all entities accountable and institutionalize systems, policies, and protocols of working group | 6.Define project goals 7.Establish team support including that of GBI labs 8.Coordinate communication among team | 5.Working group policies to prevent problems of unsubmitted SAKs |

Inventory and Tracking. The pre-1999 Project are SAKs between the 1980s until 1999 which are considered partially tested. Of those kits, 1,846 of those kits belong to Fulton County and over 1,400 of them originated with the Atlanta Police Department. 1,571 kits require testing which is not yet funded. The Fulton County District Attorney's SAKI Taskforce will track all of these cases and provide all relevant reports. We will not prioritize testing, unless we are aware of a statute of limitations issue, we will test the kits at random, rather than trying to determine "importance" of kits, as that could lead to significant DNA results not being processed. However, we are in the process of researching the status of the kits and possible connected victims to ensure a more efficient process as we receive results.

When GBI receives a CODIS match that falls within Fulton County's jurisdiction, GBI contacts Fulton County's SAKI Taskforce. We create a physical file and add to Odyssey or indicate in Odyssey that defendant is SAKI. With this grant funding, the Fulton County District Attorney's Office will expand its tracking protocols and add the salary and benefits of Records Examiner/Analyst position. This Records Examiner/Analyst will focus on data entered into Violent Criminal Apprehension Program (ViCAP) thereby increasing the odds of FBI identification of violent serial offenders and enhancing the detail of tracking. Furthermore, in our continued pursuit to ensure we have properly inventoried kits and keep track of all our SAKI cases in general, we have identified

Three essential elements of BJA model are:

1. Inventory all unsubmitted SAKs in the jurisdiction's possession and track their progress from testing through final adjudication
2. Designate a site coordinator who will serve as the central point of contact for the SAKI team with the full support of the lead agency.
3. Create a multidisciplinary working group that convenes regularly to address and identify the individual, organizational, and systemic factors that lead to high numbers of unsubmitted SAKs in the jurisdiction.

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RedCAP as the ideal database to serve our needs. GA SAKI is on track to begin using RedCAP in the Fall of 2021, and we have begun talks to be part of that. However, we will need to maintain our data separately, appropriately inputting the data and tagging it to ensure the GA SAKI and Fulton SAKI cases are identified. While using GA SAKI's RedCAP database alleviates some funding needs, CJCC has asked that we have funds available to contribute to IT support. We will need our own administrator responsible for our data.

Site Coordinator. Julianna Peterson, an ADA for the Fulton County District Attorney's Office, will continue to serve as the Fulton County District Attorney's SAKI Taskforce Site coordinator and will operate with the full support of the lead agency – the Fulton County District Attorney's Office and the newly elected District Attorney, Fani Willis,

As site coordinator, Ms. Peterson, who began with the Fulton County SAKI Task Force in June of 2019, will coordinate all SAKI initiatives with the most central agencies and community organizations concerning criminal justice services surrounding sexual assault in Georgia's most populous area. While coordinating, she will use a victim-centered and trauma informed approach, according to the "National Best Practices for Sexual Assault Kits: A Multidisciplinary Approach".^{viii} Working with SAKI cases is not easy, and being the Site Coordinator has many challenges, but Ms. Peterson is well suited for the job. Now that she has a full team of experts, with a second Victim Advocate, she can ensure that every SAKI victim is informed, assisted, and treated with the utmost respect during the investigation and prosecution of her SAKI case.

Multidisciplinary Working Group. Additionally, in 2021, delayed by Covid-19, we have officially established the SAKI Fulton County Multidisciplinary Team that meets monthly. The MDT includes local enforcement agencies, the state crime lab, and Grady Hospital which houses

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FY'2021 Sexual Assault Kit Initiative (SAKI) Program Narrative

the county rape crisis center. We have already identified additional community partners and law enforcement agencies to join the MDT as we continue to encourage partnerships across the county. Already, the MDT has been able to identify issues in the county and at the local hospital that could cause issues down the road for efficient testing of sexual assault kits, and brainstormed ways to counter those issues. The impact of BJA grant funding and the fulfillment of the second and third elements of the BJA model will improve the criminal justice response to sexual assault and prevent this problem of a backlog of unsubmitted SAKs from recurring. The Fulton County District Attorney's Office recognizes that SAKI prosecutions increase sexual assault deterrence in Fulton County. Law enforcement agencies, Testing Laboratories, and Victim Advocacy organizations know that by holding perpetrators accountable we help victims of sexual assault heal and move forward productively with their lives. It is that common mission which is the foundation of the Fulton County SAKI Multidisciplinary Working group. Key team members for the multidisciplinary working group include Grady Health System, Georgia Bureau of Investigation, and the Atlanta Police Department. Grady is not only a vital partner because they are the largest public hospital in the state of Georgia and house Atlanta's Rape Crises Center, but also because they stored the original SAKs. Fulton County is represented by twenty-one (21) police departments in fifteen (15) different cities, to include the Atlanta Police Department and large college campuses and a transit system. We will need representation from all Fulton County law enforcement agencies and a representative from the Georgia Bureau of Investigation. The Atlanta Police Department is another vital partner as the majority of assaults fall within their jurisdiction. We will need representation from victim service agencies to include LiveSafe and essential to the working group are the voices of victims, who are often underserved and from

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FY'2021 Sexual Assault Kit Initiative (SAKI) Program Narrative

vulnerable populations. Julianna Peterson, who has built many relationships with these stakeholders, is a great asset as the central point of contact for the working group.

The organizational structure of the Fulton County SAKI Multidisciplinary Working group consists of a policy and direction committee and an operations committee. The policy and direction committee will establish policy and set the direction consistent with the missions and goals stated herein. They shall formalize relations among participating agencies, establish policy,

provide guidance, and create a cooperative unit capable of addressing the most pressing problems facing Fulton County's unsubmitted SAK challenges. The operations committee will be accountable to the policy and direction committee for implementing their directives. Different cities in Fulton County face different challenges, like different levels of poverty, access to services, and size of population. The

| Fulton County Municipality | Total Population (2018) |
|-----------------------------------|--------------------------------|
| Alpharetta | 64,672 |
| Atlanta | 479,655 |
| Chattahoochee Hills | 2,867 |
| College Park | 15,212 |
| East Point | 34,977 |
| Fairburn | 14,708 |
| Hapeville | 6,581 |
| Johns Creek | 83,637 |
| Milton | 38,171 |
| Mountain Park | 568 |
| Palmetto | 4,715 |
| Roswell | 94,257 |
| Sandy Springs | 105,411 |
| South Fulton | 93,568 |
| Union City | 20,960 |
| TOTAL | 1,059,959 |

primary responsibility of the operations committee is to provide guidance based on operational areas. It will be the goal of the participating agencies to maximum coordination and cooperation in bringing to bear their combined resources throughout this effort.

Additional Staff Necessary for Timely Investigation and Prosecution. In addition to adding a Records Examiner/Analyst to the SAKI team, we added a second Victim Advocate to guarantee an advocate is always available to support victims and to strengthen victim advocacy

resources; a Legal Assistant to assist with discovery and investigations; two additional ADAs to ensure timely prosecution; and a second Investigator to address the complex legal concerns posed by the re-opening of cold cases, some almost two decades old. This increase in staff has allowed the Fulton County Taskforce to timely resolve cases, investigate, indict, and prosecute the remaining DNA match cases and with the addition of APD detectives, the new cases, within the next four years.

Capabilities and Competencies

The Fulton County District Attorney's Office has successfully led a SAKI Taskforce for three years. Julianna Peterson has been lead prosecutor with SAKI since June of 2019. Julianna Peterson, led the SAKI Unit's successful prosecution of Dandre Shabazz - a serial rapist who sexually assaulted 15 women at gunpoint between 2001 and 2005. The Fulton County SAKI Taskforce located and informed the 12 victims, gathered all evidence, indicted, and prosecuted the case. On March 3, 2020, Dandre Shabazz was sentenced to twelve consecutive life sentences. As SAKI Site Coordinator, Julianna Peterson, a committed leader, and team builder facilitated a working group of experts in the field and obtain formalized support from all Fulton agencies, especially police. Prosecutor Katherine David and Christina Robinson are very experienced at prosecuting crimes against women and eager to join Julianna Peterson with SAKI.

Working with sex assault victims is tough work. In one qualitative study, they found, "Staff burnout was a major barrier affecting advocates' ability to help survivors." (Ulman & Townsend)^{ix} The Fulton County SAKI Taskforce has been impacted by staff turnover in the past and Covid 19 most recently. Fulton County DA investigators and prosecutors are working as a team to address each case. The SAKI Taskforce continues is supported by Investigators, James

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Spear and Jaime Gore. Their expertise in conducting Search Warrants relating to DNA (Buccal Swabs/Hair Samples, etc...), physical locations, cell phones, phone records, cell phone tower data, social media profiles; and his experience with GBI-Georgia Bureau of Investigations-Scientists/Case Originating Police Departments, in relation to the status of evidence for determining which investigative tests need to be completed.

Sr. Advocate Millicent Taylor and Advocate Meesun Thongkoth supports victims from interview through the prosecutorial process. They follow victim notification protocol for informing victims, developed by The Fulton County SAKI Taskforce. Our victim witness advocates have been making contact with survivors, researching resources available to them locally, and walking alongside survivors that need tremendous support. Charly Hardnett has joined SAKI as Legal Assistant.

Our data analyst who only recently came on to the project has already made significant progress in submitting cases to ViCAP. Mr. Summerill received his Masters in Social Work with a concentration in Administration from Florida State University, and is currently pursuing his Ph.D in Policy Studies. Thus, since Mr. Summerill's current work and past experience have made him an integral part of the Fulton SAKI team Mr. Summerill has already been part of the RedCAP discussions from the start, helping identify our needs and technological capacities. Indeed, Mr. Summerill previously administered an Access database that tracked the Victim Advocate program at Florida State University, and specifically tracked all the students and services the program saw, and generated reports based on that information.

Our crime analyst, Kirsten Williams, has been eagerly assisting investigators in creating suspect profiles, researching case information and ensuring investigators have the support they need to tackle cases.

Plan for Collecting the Data

The Fulton County SAKI Task Force's performance will be tracked and measured by the SAKI Site Coordinator, Prosecutor Julianna Peterson. Weekly meetings center around monthly excel reports tracking updates for each case. The Records Examiner/Analyst will take the lead from the Investigators in entering data in ViCAP (Violent Criminal Apprehension Program) to increase the chances of FBI identification of violent serial offenders.

Michele Henry, Grants Manager will work in coordination with the SAKI Task Force to provide the formal periodic updates both quantitative/qualitative as outlined in the BJA SAKI Performance Measures document and entered in the PMT at <https://bjapmt.ojp.gov>, as she has with the previous SAKI grant funding. The overall performance will be measured against the project timeline included in the attachments. The timeline will be reviewed and updated, at periodic intervals adjusting for the unexpected nature of criminal justice preceding's, (i.e., pleas, mistrial, or priority "serial offender" hits). In addition to questions required by the Performance Measures document, other performance indicators internal to our project will measure, at minimum, the following objectives:

- # of indicted cases (reported quarterly)
- # of open cases (reported monthly)
- # of resolved cases (reported quarterly)
- # of services offered (by type) by our Victim Advocates (reported monthly)
- # of meetings and meeting hours held by our Fulton County SAKI Working Group (reported quarterly)
- # of new or updated sexual assault protocols and/or criminal justice policies (reported annually)
- # of website hits on our SAKI Public Information website (reported monthly)

In addition to excel spreadsheets, our office uses a criminal justice partner data and information management solution called, "Odyssey" by Tyler Technologies. Odyssey serves as a comprehensive database for all cases. Tyler Technologies is a leading provider of end-to-end

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information management solutions and services for local governments. Our office uses a criminal justice data and information management solution called, “Odyssey” by Tyler Technologies. Tyler Technologies is a leading provider of end-to-end information management solutions and services for local governments. Odyssey tracks case information from the beginning of the prosecutorial process to resolution and then serves as an electronic archive recordkeeping service. Odyssey is fully integrated into our work and is used by our Victim Advocates to track service delivery, referrals, and to make notes regarding legal advocacy. Statistical reports and targeted metric reports are tracked in real-time as a service is rendered or as a case makes its way through our office.

ⁱ Fulton County map of High-Poverty census tracts

ⁱⁱ <https://www.wsbtv.com/news/local/atlanta/atlanta-mayor-address-citys-crime-crisis-following-violent-weekend-that-left-22-shot-4-dead/V7U5MO5GLFDWXFGNOKDXVH5TPQ/>

ⁱⁱⁱ <https://censusreporter.org/profiles/05000US13121-fulton-county-ga/>

^{iv} <https://www.fultoncourt.org/about/about.php>

^v <https://www.usatoday.com/story/money/2020/06/26/how-much-money-goes-to-police-departments-in-americas-largest-cities/112004904/>

^{vi} <https://www.11alive.com/article/news/local/atlanta-police-numbers-2020/85-a54ace87-bed2-4d41-87b1-150a9b877672>

^{vii} https://www.cbs46.com/news/understaffed-atlanta-police-department-to-ease-up-on-certain-crimes/article_59f5f65a-25d8-55ed-b955-0e8f28bc7e28.html

^{viii} <https://www.ncjrs.gov/pdffiles1/nij/250384.pdf>

^{ix} Barriers to Working With Sexual Assault Survivors: A Qualitative Study Sarah E. Ullman and Stephanie M. Townsend

December 17, 2021

Dear Stacy Jones,

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 FULTON, COUNTY OF for an award under the funding opportunity entitled 2021 BJA FY 21 National Sexual Assault Kit Initiative (SAKI). The approved award amount is \$2,500,000.

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.

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.

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.

Congratulations, and we look forward to working with you.

Amy Solomon
Principal Deputy Assistant Attorney General

Award Details

Federal Award Date

12/17/21

Award Type

Initial

Award Number

15PBJA-21-GG-04323-SAKI

Federal Award Amount

\$2,500,000.00

Funding Instrument Type

Grant

2023 U.S. Bureau of Justice Assistance Sexual Assault Kit Initiative Subrecipient Contract between Fulton County and the Atlanta Police Department

This **SUBRECIPIENT CONTRACT** (“Contract”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“Fulton County”), by and through the Fulton County District Attorney (“FCDA”), and Atlanta Police Department, an agency of the City of Atlanta, (hereinafter collectively referred to as the “Parties”).

WHEREAS, The FCDA 2021 U.S. Department of Justice’s Bureau of Justice Assistance (BJA) BJA National Sexual Assault Kit Initiative (“SAKI”) Grant, Grant Award No. 15PBJA-21-GG-04323-SAKI, in the amount of \$2,500,000.00 (the “Grant”); and

WHEREAS, The Grant was awarded to FCDA on October 1, 2021, by the U.S. Department of Justice (“DOJ”), Bureau of Justice Assistance (“BJA”) as memorialized in the attached award letter, narrative and budget (see “Schedule 1”); and

WHEREAS, The Grant Period runs from October 1, 2021, through September 30, 2024, and may be extended in one-year increments by the (“DOJ”), (“BJA”); and

WHEREAS, Atlanta Police Department (“Subrecipient”) was a named sub awardee in the Grant; and

WHEREAS, 4,000 sexual assault kits for incidents pre-dating 2000 have been located at the GBI and over 3,500 of those kits belong to the Atlanta Police Department, or approximately 80% of the pre-1999 belongs to the Atlanta Police Department: and

WHEREAS, Fulton County desires to engage Subrecipient to render certain services hereinafter described in Schedule 2 which is to be wholly financed by the Grant; and

WHEREAS, Subrecipient desires to render such services in connection with the project as a subrecipient of the Grant in compliance of all obligations required from this designation; and

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

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

ARTICLE I. PURPOSE AND RELATIONSHIP

1. **Purpose.** This Contract describes the way in which the Parties will use The Grant to develop a strategic plan to reduce crime in targeted distressed neighborhoods facing serious and violent crime, that leverages community knowledge and expertise to build public trust with law enforcement, make neighborhoods safer, create collaborative cross-sector approaches that help advance broader neighborhood development and delivery of services to the community.
2. **Independent Contractor.** The relationship of Subrecipient to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party’s prior written consent. It is expressly understood that any individual performing services under this Contract on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and

such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security and other employment taxes due to the proper taxing authorities with respect to such personnel. To the extent allowed by law, Subrecipient agrees to indemnify, defend and hold harmless Fulton County and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security and other employment taxes and the provision of employee benefits with respect to such individual performing services under this Contract on behalf of Subrecipient. This provision shall survive the expiration or termination of this Contract.

ARTICLE II. AWARD AND SCOPE OF SERVICES

1. **Term.** This Agreement becomes effective upon approval by the Board of Commissioners of Fulton County, ("Effective Date") Georgia and will remain in effect until September 30, 2024, or through any approved extensions by the DOJ, BJA.
2. **Award.** The Grant funding in the amount of \$744,802.20 ("Award Amount") will be provided by Fulton County to Subrecipient to provide services listed in Schedule 2 from the Effective Date to September 30, 2024, or through any approved extensions by the DOJ, BJA the duration of the grant as defined in this contract.
3. **Disbursement.** Payment shall be contingent on FCDA receipt of an undisputed invoice and any reports and substantiation materials required by FCDA. All invoices subsequently submitted to verify services rendered are subject to review and approval by the Finance Department-Accounts Payable Division.
4. **Scope of Services.** Subrecipient will provide services described in Schedule 2 hereto (the "Scope of Services"). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for provided any funding above the total amount of the Award Amount.

ARTICLE III. REPORTING

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

Subrecipient must maintain all records, books, papers, and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract, the end of the 2021 BCJI Grant or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Contract. Such records shall include the full name of individuals served with the Grant funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers, and other documents that relate to this Contract available at all reasonable times for inspection, review, and audit by the authorized representatives of Fulton County and the federal government, if so requested.

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

2. **Financial Reports.** Subrecipient will submit a quarterly progress report of assistance provided to citizens from the allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. This quarterly report shall include: (i) name and address of individual receiving assistance; (ii) type of assistance provided; (iii) total amount of each type of assistance provided; and (iv) personnel and consultants employed. The Grant funding the progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. The Subrecipient shall register and maintain an updated profile with SAM.gov. The County reserves the right to impose additional reporting requirements based on the amount and nature of the award by providing these requirements to the Subrecipient in the County's discretion.
3. **Limitations on Expenditures.** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Contract. Fulton County shall only reimburse Subrecipient for documented expenditures incurred during the Contract Terms that are: (i) Reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with established Fulton County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Contract.

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

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

ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION

1. **Compliance with Prime Award and Subaward.** Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 2, and the applicable contract

provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.

2. **Compliance with Applicable Laws.** Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state, and local laws. The term “federal, state, and local laws” as used in this Contract shall mean applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as such laws which may be enacted or otherwise become effective during the Term. By entering this Contract, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws, and regulations applicable to subawardees of federal funds and maintains all required federal, state, and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

ARTICLE V. TERMINATION

1. Any Party may terminate this Contract by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30th day. Notice of Termination shall be given to the appropriate Party at the address shown in Article VI of this Contract.
2. Anything contained herein to the contrary notwithstanding, either party may terminate this agreement effective immediately prior to expiration of the term, where a material breach has occurred and the offending party fails to cure said breach within the time allotted.
3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another and shall arrange for a proper accounting and work plan for all such obligations.

ARTICLE VI. NOTICES

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

To Fulton County:

Fulton County District Attorney
136 Pryor St SW 3rd Floor
Atlanta, GA 30303

Copy to:

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

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

To Subrecipient:

See Notice Address in Schedule 1.

ARTICLE VIII. GENERAL PROVISIONS

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

Schedule 1

Award Letter and Grant Narrative

Schedule 2

Name of Subrecipient: Atlanta Police Department

Subrecipient's EIN Number: 58-60000511

Subrecipient's UIE Number: LMLGAPUXAA2

Notice Address:

Brian Paxton, Esq., Senior Attorney II
Public Safety, Special Initiatives
City of Atlanta Department of Law - Business Services Division
55 Trinity Ave SW, Suite 5000
Atlanta, GA 30303
Cell: 404-326- 8229

Web: BPaxton@AtlantaGa.Gov

Award Amount: \$744,802.20

Description of Scope of Work:

APD will hire two detectives who will be exclusively assigned to the Fulton SAKI project. They will investigate each APD SAKI case, building each case from the ground up, locating victims, witnesses, and suspects, travelling to meet with witnesses and victims and locating any additional evidence and additionally, they will provide APD resources to Fulton SAKI, such as investigative resources and access to archived resources that Fulton SAKI desperately needs to complete these necessary investigations.

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:

SUBRECIPIENT:

ATLANTA POLICE DEPARTMENT

Robert L Pitts Chairman
Fulton County Board of Commissioners

Darin Schierbaum, Chief
Atlanta Police Department

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Second Authorized Signature

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

Natalie Zellner, Director
Fulton County District Attorney

Please select RCS or RM from the checkbox

| | |
|-----------------------|------------------------|
| ITEM#: _____ RCS: | ITEM#: _____ RM: _____ |
| RECESS MEETING | REGULAR MEETING |



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0448

Meeting Date: 7/12/2023

Department

District Attorney

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

Request approval of an award without competition - District Attorney, 2022 Bureau of Justice Assistance (BJA), Office of Justice Programs (OJP), Community Based Violence Intervention and Prevention Initiative, Award Number 15PBJA-22-GG-04732-CVIP with CHRIS 180 named as a sub-awardee in the Grant in an amount not to exceed \$171,000.00. Effective upon BOC approval through the term of the Grant. 100% grant funded.

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

In accordance with Purchasing Code Section 102-384, after conducting a good faith review, the Purchasing Department has determined there is only one source available for the required supply, service or construction item, the request shall be forwarded to the Board of Commissioners for approval.

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

Yes

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

The District Attorney requests approval of the 2022 Bureau of Justice Assistance (BJA), Office of Justice Programs (OJP), Community Based Violence Intervention and Prevention Initiative, Award Number 15PBJA-22-GG-04732-CVIP with CHRIS 180 named as a sub-awardee in the Grant in an

amount not to exceed \$171,000. The Bureau of Justice Assistance, Office of Justice Programs, Community Based Violence Intervention and Prevention Initiative grants to Community violence intervention (CVI) is an approach that uses evidence-informed strategies to reduce violence through tailored community-centered initiatives. These multidisciplinary strategies engage individuals and groups to prevent and disrupt cycles of violence and retaliation and establish relationships between individuals and community assets to deliver services that save lives, address trauma, provide opportunity, and improve the physical, social, and economic conditions that drive violence.

Scope of Work: Chris 180 provides services to youth using the Cure Violence model which works by interrupting the transmission of retaliatory violence through mediation and conflict resolution techniques, facilitating behavior change by individuals identified as high-risk and organizing community members to change social norms towards a nonviolent culture as well as using the Trauma Informed Care model which utilizes the Attachment, Self-Regulation and Competency (ARC) as a framework for intervention with youth and families who have experienced multiple and/or prolonged traumatic stress.

Community Impact: Fulton County, Georgia is facing accelerating rates of gang violence. GBI estimates that gang criminal enterprise is responsible for 70-90% of all violent crimes, and the Federal Bureau of Investigations (FBI) estimates there to be at least 50,000 gang members in metro-Atlanta. Studies reveal that gangs recruit over 400,000 a year. FCDAO reports youth defendants age 14 to 21 are usually associated with the following crimes: criminal damage to property, trespassing, burglary - first degree, theft by taking, theft by receiving stolen property, theft by shoplifting, forgery, issuing a bad check, and possession of marijuana.

Department Recommendation: The Department recommends approval

Project Implications: The strategy to address gangs and juvenile intersection is to continue and enhance the juvenile intervention work the FCDA has begun with community partners. From therapy with Chris 180 for youth to interest building at the At Promise Center to mentoring with Credible Messengers we are monitoring each child who has been referred by the Prosecutors. Our program and partners like Up Therapy and Publications, LLC focus on solutions for each child and their parent or guardian understanding that each child (family, community) is complex and multifaceted

Community Issues/Concerns: The District Attorney is not aware of any community concerns regarding the sub recipient partner

Department Issues/Concerns: The District Attorney is not aware of any community concerns regarding the sub recipient partner

Contract Modification

New Procurement

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

Not Applicable

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

Exhibit 1: Award Letter, Award Project Description and Grant Narrative

Exhibit 2: Subrecipient Contract

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

Natalie Zellner, JD, Deputy District Attorney of Grants, Programs and Government Affairs, Office of the Fulton County District Attorney, (404) 612-4639

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

| | |
|---------------------------|------------------|
| Original Approved Amount: | \$0.00 |
| Previous Adjustments: | \$0.00 |
| This Request: | \$171,000 |
| TOTAL: | \$171,000 |

Grant Information Summary

| | | | |
|-------------------|-------------------|-------------------------------------|-------------------|
| Amount Requested: | \$171,000 | <input type="checkbox"/> | Cash |
| Match Required: | NA | <input type="checkbox"/> | In-Kind |
| Start Date: | Upon BOC Approval | <input type="checkbox"/> | Approval to Award |
| End Date: | 9/30/2025 | <input checked="" type="checkbox"/> | Apply & Accept |
| Match Account \$: | | | |

Fiscal Impact / Funding Source

Funding Line 1:

461-480-CVI1, Grants, District Attorney \$171,000

Key Contract Terms

| | |
|--------------------------------------|---------------------------------|
| Start Date: Upon BOC Approval | End Date: 9/30/2025 |
| Cost Adjustment: NA | Renewal/Extension Terms: |

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start:
Upon BOC Approval

Report Period End:
9/30/2025

District Attorney

**2022 BJA Office of Justice Programs
Community Based Violence Intervention and Prevention Initiative
Subrecipient Contract between Fulton County
and
Chris 180, Inc.**

This **SUBRECIPIENT CONTRACT** (“Contract”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“Fulton County”), by and through the Fulton County District Attorney FCDA (“FCDA”), and **Chris 180, Inc.** (CHRIS) (hereinafter collectively referred to as the “Parties”).

WHEREAS, The FCDA is the recipient 2022 Bureau of Justice Assistance (BJA), Office of Justice Programs (OJP), Community Based Violence Intervention and Prevention Initiative, Award Number15PBJA-22-GG-04732-CVIP, in the amount of \$2,000,000.00(the “Grant”); and

WHEREAS, The Grant was awarded to FCDA on October 1, 2022, by the U.S. Department of Justice (DOJ), BJA and OJP as memorialized in the attached award letter, award project description and narrative (see “Schedule 1”); and

WHEREAS, The Grant Period runs from October 1, 2022, through September 30, 2025, and may be extended in one-year increments by the DOJ, BJA; and

WHEREAS, Chris 180, Inc. (CHRIS) was a named sub awardee in the Grant; and

WHEREAS, Chris 180 implements the Cure Violence model which works by interrupting the transmission of retaliatory violence through mediation and conflict resolution techniques, facilitating behavior change by individuals identified as high-risk and organizing community members to change social norms towards a nonviolent culture. Cure Violence works through employing Credible messengers. Credible messengers are people who are influential with individuals in communities who are at the highest risk of committing shootings; and

WHEREAS, Fulton County desires to engage Subrecipient to render certain services hereinafter described in Schedule 1 which is to be wholly financed by the Grant; and

WHEREAS, Subrecipient desires to render such services in connection with the project as a subrecipient of the Grant in compliance of all obligations required from this designation; and

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

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

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

ARTICLE I. PURPOSE AND RELATIONSHIP

1. **Purpose.** This Contract describes the way in which the Parties will use the Grant to use community-based violence intervention and prevention programs with boys and girls ages 12 to 17 who are at risk of joining gangs, were exposed to gang violence and or been victimized by criminal street gangs or seeking assistance removing themselves from gang activity as well as their parents or guardians. Based on the demographics of court involved youth in Fulton County, the primary demographic of the population served will be African American youth ages 13 to 16.
2. **Independent Contractor.** The relationship of Subrecipient to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party's prior written consent. It is expressly understood that any individual performing services under this Contract on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security, and other employment taxes due to the proper taxing authorities with respect to such personnel. This provision shall survive the expiration or termination of this Contract.

ARTICLE II. AWARD AND SCOPE OF SERVICES

1. **Term.** This Agreement becomes effective upon approval by the Board of Commissioners of Fulton County, ("Effective Date") Georgia and will remain in effect until September 30, 2025, or through any approved extensions by the DOJ, BJA.
2. **Award.** The Grant funding in the amount of \$171,000.00 ("Award Amount") will be provided by Fulton County to Subrecipient to provide services listed in Schedule 2 from the Effective Date to September 30, 2025, or through any approved extensions by the DOJ, BJA.
3. **Disbursement.** Payment shall be contingent on FCDA receipt of an undisputed invoice, and any reports and substantiation materials required by FCDA. All invoices subsequently submitted to verify services rendered are subject to review and approval by the Finance Department-Accounts Payable Division.
4. **Scope of Services.** Subrecipient will provide the services described in Schedule 2 hereto (the "Scope of Services"). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for providing any funding above the total amount of the Award Amount.

ARTICLE III. REPORTING

1. **Maintenance of Records.** Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Contract in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional

financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Contract.

Subrecipient must maintain all records, books, papers, and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract, the end of the 2022 BCJI Grant or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Contract. Such records shall include the full name of individuals served with the Grant funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers, and other documents that relate to this Contract available at all reasonable times for inspection, review, and audit by the authorized representatives of Fulton County and the federal government, if so requested.

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

2. **Financial Reports.** Subrecipient will submit a quarterly progress report of assistance provided to citizens from the allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. This quarterly report shall include: (i) name and address of individual receiving assistance; (ii) type of assistance provided; and (iii) total amount of each type of assistance provided and personnel and consultants employed. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. The Subrecipient shall register and maintain an updated profile with [SAM.gov](https://www.sam.gov). The County reserves the right to impose additional reporting requirements based on the amount and nature of the award by providing these requirements to the Subrecipient in the County's discretion.
3. **Limitations on Expenditures.** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Contract. Fulton County shall only reimburse Subrecipient for documented expenditures incurred during the Contract Terms that are: (i) Reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with established Fulton County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Contract.

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

4. **Audited Financial Statements.** If Subrecipient expends \$750,000.00 or more in federal awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public

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

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

ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION

1. **Fulton County Responsibilities.** Fulton County shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Contract. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to the Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.
2. **Subrecipient Responsibilities.** Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

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

ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS

1. **Compliance with Prime Award and Subaward.** Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 2, and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.
2. **Compliance with Applicable Laws.** Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state, and local laws. The term "federal, state and local laws" as used in this Contract shall mean all applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term. By entering this Contract,

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

ARTICLE VI. TERMINATION

1. Any Party may terminate this Contract by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30th day. Notice of termination shall be given to the appropriate Party at the address shown in Article VII of this Contract.
2. Anything contained herein to the contrary notwithstanding, either party may terminate this agreement effective immediately prior to the expiration of the term, where a material breach has occurred, and the offending party fails to cure said breach within the time allotted
3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another and shall arrange for a proper accounting and work plan for all such obligations.

ARTICLE VII. NOTICES

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

To Fulton County:
Fulton County District Attorney
136 Pryor St SW 3rd Fl
Atlanta, GA 30303

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

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

To Subrecipient:
See Notice Address in Schedule 1.

ARTICLE VIII. GENERAL PROVISIONS

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.
2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior

oral understandings between them with respect to the matters addressed herein.

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

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Schedule 1

Award Letter, Award project Description and Grant Narrative

Schedule 2

Name of Subrecipient: Chris 180, Inc.

Subrecipient's UIE Number: J1ESUPKRBGM1

Subrecipient's EIN Number: 58-1430183

Notice Address:

Ms. Nilda Diaz

Chris 180

1030 Fayetteville Rd SE

Atlanta, GA 30316-2932

Award Amount: \$171,000

Description of Scope of Work:

Chris 180 provides services to youth using the Cure Violence model which works by interrupting the transmission of retaliatory violence through mediation and conflict resolution techniques, facilitating behavior change by individuals identified as high-risk and organizing community members to change social norms towards a nonviolent culture as well as using the Trauma Informed Care model which utilizes the Attachment, Self-Regulation and Competency (ARC) as a framework for intervention with youth and families who have experienced multiple and/or prolonged traumatic stress.

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:**

**SUBRECIPIENT:
CHRIS 180**

Robert L Pitts Chairman
Fulton County Board of Commissioners

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Second Authorized Signature

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

Natalie Zellner, Director
Fulton County District Attorney

Please select RCS or RM from the checkbox

| | |
|--|--|
| ITEM#: _____ RCS: _ RECESS MEETING | ITEM#: _____ RM: _____ REGULAR MEETING |
|--|--|



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0451

Meeting Date: 7/12/2023

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

Presentation of Proclamations and Certificates.

Proclamation recognizing "Dr. Joseph Henry Beasley Appreciation Day." **(Arrington)**

Proclamation recognizing "Muslim American Heritage Month." **(Abdur-Rahman)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0453

Meeting Date: 7/12/2023

Department

County Manager

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

Presentation of the Fulton County Operational Report.

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

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

Open and Responsible Government

Commission Districts Affected

All Districts

District 1

District 2

District 3

District 4

District 5

District 6

Is this a purchasing item?

No



Fulton County Operational Report

July 12, 2023

Board of Commissioners Meeting

AGENDA

Public Safety and Technology:

- Justice and Jail Systems
- Jail Bridging Plan Update

Health and Human Services:

- ARC Health Summit
- Cleveland Library Status
- Big Creek Update

Internal Services and Facilities:

- COVID 19 Reserve & ARPA Spend
- Monthly Financial Report
- Monthly Emergency Purchase Orders & Monthly CM Contract Approvals



Justice and Jail Systems Update



FULTON COUNTY GOVERNMENT

Project **ORCA** & Justice System Update

JULY 12, 2023

AGENDA

01 **ORCA CASE REDUCTION**

02 **CUMULATIVE CASE REDUCTION**

03 **JAIL POPULATION UPDATE**

PROJECT OVERVIEW

Since the beginning of COVID-19, the Fulton County Court System has amassed a significant and unprecedented level of cases. Project ORCA will address this challenge by utilizing a combination of capacity expansion and productivity enhancement initiatives to expedite the case adjudication process.

CASE ACCUMULATION DEFINED

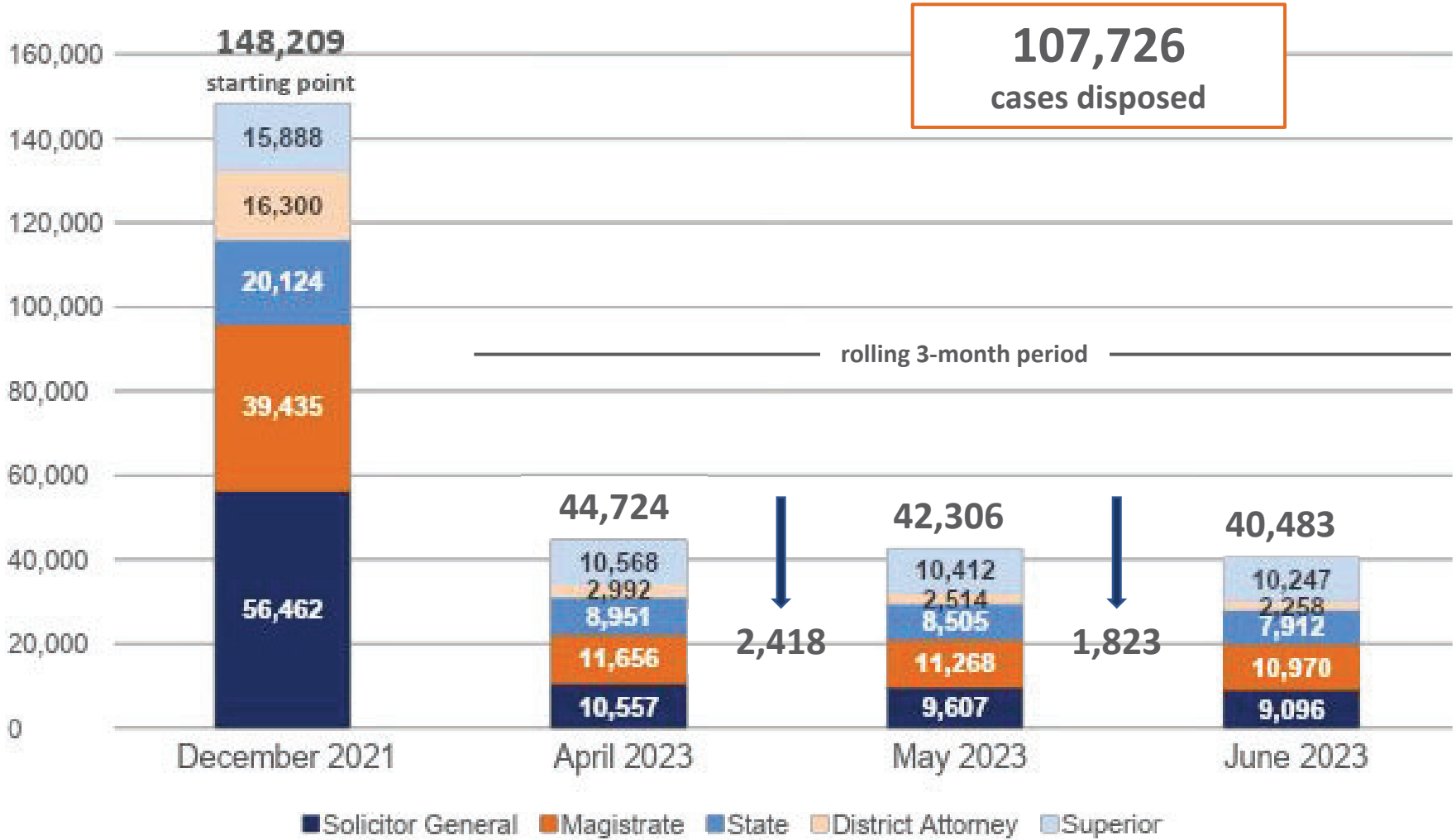
All cases (hearings, filings, applications) that were initiated before and during the pandemic (including those currently awaiting formal charging or filing) that have been impacted due to current limitations at various stages of the case administration process.



The COVID-19 Case Resolution Project began on **December 6, 2021** with **148,209** open and active cases.

As of **June 30, 2023**, **107,726** cases have been disposed. There are **40,483** pending open and active cases.

PROJECT ORCA CASE REDUCTION DISPOSITIONS BY OFFICE



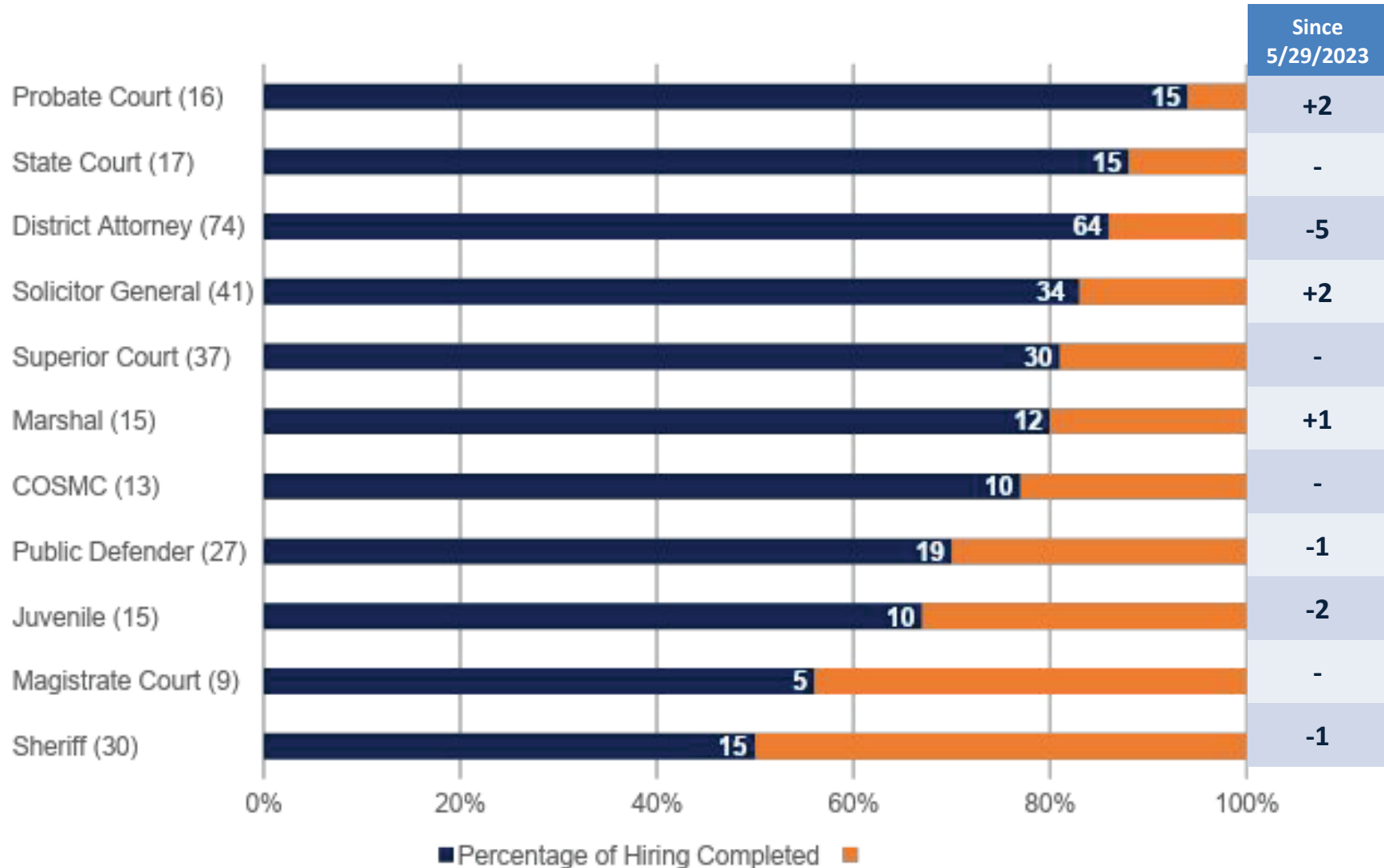
PROJECT ORCA CASE REDUCTION CASE DISPOSITION SUMMARY



| Office | June 2023 (Last full month) | | | Project To Date (12/6/2021 through 6/30/2023) | | |
|-------------------|--------------------------------|--------------|----------------|--|----------------|---------------|
| | Target | Actual | Variance | Target | Actual | Variance |
| Superior | 442 | 277 | (165) | 8,386 | 9,696 | 1,310 |
| District Attorney | 356 | 288 | (68) | 8,047 | 14,005 | 5,958 |
| State | 556 | 558 | 2 | 10,542 | 15,020 | 4,478 |
| Solicitor General | 1,540 | 480 | (1,060) | 29,260 | 47,294 | 18,034 |
| Magistrate | 1,091 | 286 | (805) | 20,703 | 28,418 | 7,715 |
| Overall | 3,985 | 1,889 | (2,096) | 76,938 | 114,433 | 37,495 |

HIRING PROGRESS

HIRING PROGRESS BY DEPARTMENT AS OF 6/30/2023





FULTON COUNTY GOVERNMENT

Project **ORCA** & Justice System Update

JULY 12, 2023

AGENDA

- 01 ORCA CASE REDUCTION
- 02 **CUMULATIVE CASE REDUCTION**
- 03 JAIL POPULATION UPDATE

CUMULATIVE CASE REDUCTION JUSTICE SYSTEM SCORECARD



| MEASURE | GOAL | MAY 2023 BASELINE | JUNE 2023 | DELTA |
|--|---------|----------------------|-----------|---|
| Average Length of Stay | 30 days | 71 days | 77 days | 8 day increase |
| Jail Population Unindicted without other charges | 10% | 34% | 33% | 1% decrease <i>(14 fewer unindicted)</i> |
| Clearance Rate for Felony Criminal Cases | 100% | 69% | 100% | 31% increase |
| Felony Cases Disposed within 180 Days | 90% | 25% | 27% | 2% increase |
| Felony Cases Disposed within 365 Days | 98% | 61% | 57% | 4% decrease |



FULTON COUNTY GOVERNMENT

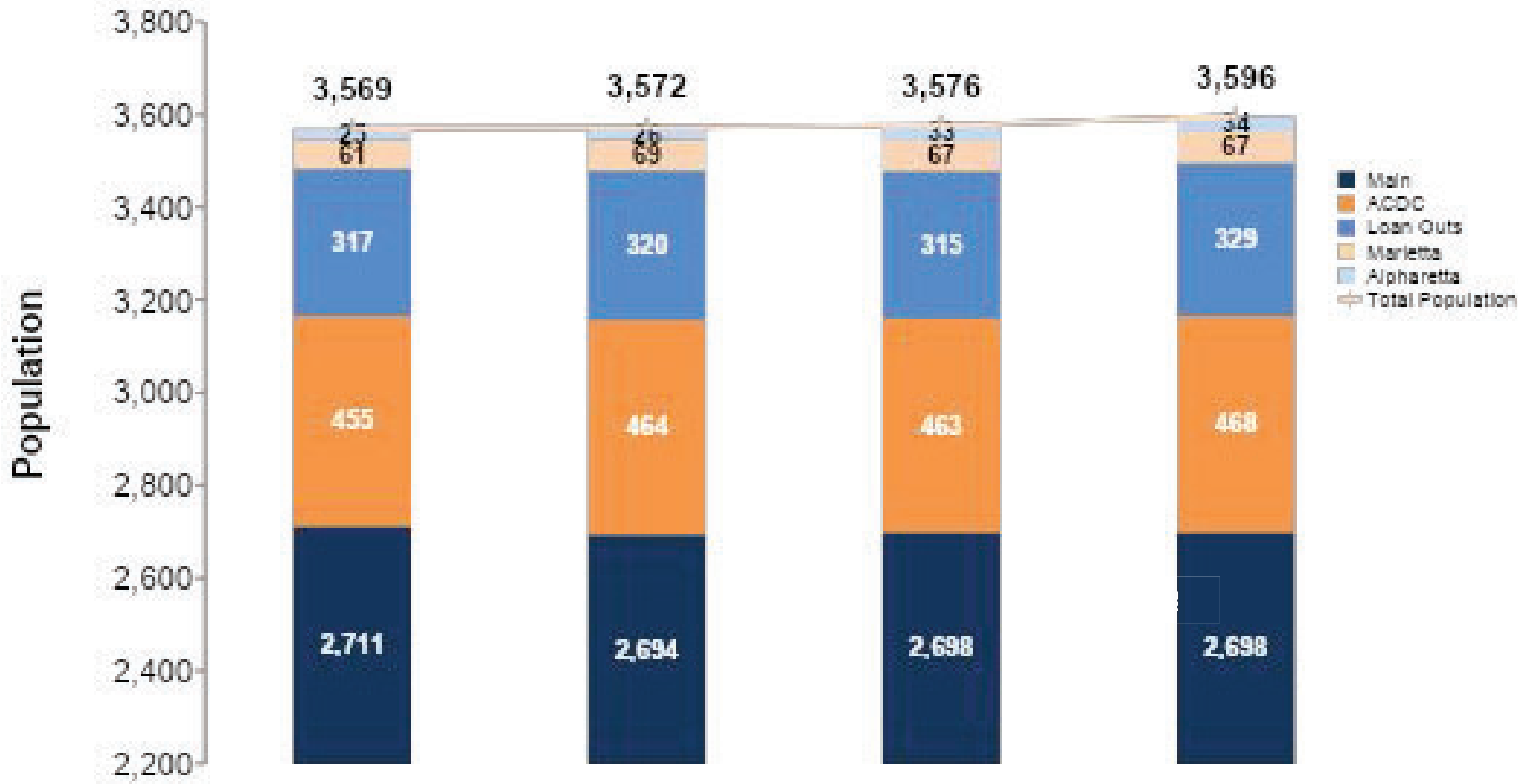
Project **ORCA** & Justice System Update

JULY 12, 2023

AGENDA

- 01** ORCA CASE REDUCTION
- 02** CUMULATIVE CASE REDUCTION
- 03** **JAIL POPULATION UPDATE**

AVERAGE WEEKLY JAIL POPULATION 5/29/2023 - 6/25/2023



| | 05/29 - 06/04 | 06/05 - 06/11 | 06/12 - 06/18 | 06/19 - 06/25 |
|-----------------|---------------|---------------|---------------|---------------|
| Book In | 444 | 391 | 456 | 426 |
| Book Out | 333 | 384 | 445 | 308 |
| Net | (111) | (7) | (11) | (118) |

AVERAGE WEEKLY JAIL POPULATION 5/29/2023 - 6/25/2023



POPULATION BY FACILITY

| | 05/29 – 06/04 | 06/05 – 06/11 | 06/12 – 06/18 | 06/19 – 06/25 |
|--------------|---------------|---------------|---------------|---------------|
| Main | 2,711 | 2,694 | 2,698 | 2,698 |
| ACDC | 455 | 464 | 463 | 468 |
| Loan Outs | 317 | 320 | 315 | 329 |
| Marietta | 61 | 69 | 67 | 67 |
| Alpharetta | 25 | 26 | 33 | 34 |
| TOTAL | 3,569 | 3,572 | 3,576 | 3,596 |

WEEKLY BOOK IN / BOOK OUT

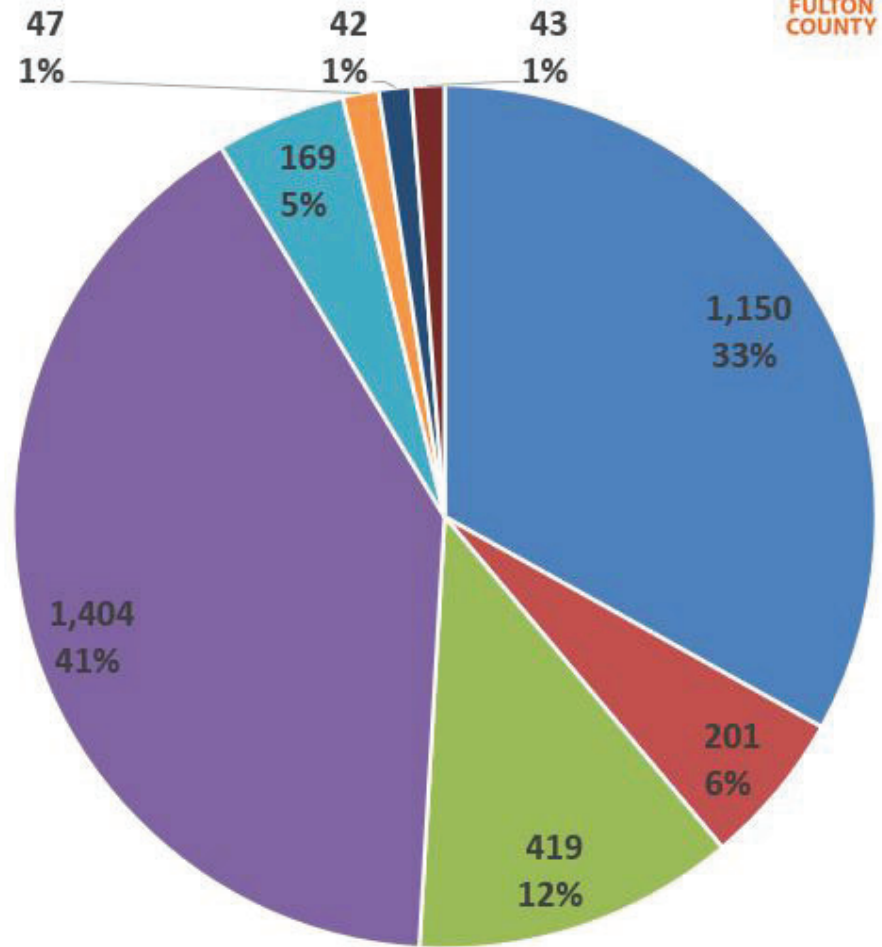
| | | | | |
|------------|--------------|------------|-------------|--------------|
| Book In | 444 | 391 | 456 | 426 |
| Book Out | 333 | 384 | 345 | 308 |
| NET | (111) | (7) | (11) | (118) |

JAIL POPULATION

FULL INMATE ANALYSIS AS OF 6/26/2023



| Status | Number of Inmates | |
|---------------------------------------|-------------------|-------------|
| Unindicted | 1,150 | 33% |
| Unindicted w/ Hold | 419 | 12% |
| Unindicted w/ Indicted Case | 201 | 6% |
| Indicted (DA) | 1,404 | 41% |
| Accused (SG) | 169 | 5% |
| Hold Only (SBPP/Foreign) | 47 | 1% |
| Awaiting Pickup/Transport/Extradition | 42 | 1% |
| Serving Sentence / CPO | 43 | 1% |
| TOTAL | 3,475 | 100% |



- Unindicted
- Unindicted w/ Indicted Case
- Unindicted w/ Hold (FTA/PV/SBPP/Foreign)
- Indicted
- Accused
- Hold Only (SBPP/Foreign)
- Awaiting Pickup/Transport/Extradition
- Serving Sentence/CPO

JAIL POPULATION POPULATION REDUCTION INITIATIVES



| ACTION ITEM | DESCRIPTION / BACKGROUND | BOC UPDATE | START DATE |
|---|--|---|----------------|
| Increase inmate transports to Superior Court | Double the number of inmate transports per week | <ul style="list-style-type: none"> Sheriff's Office has doubled the number of inmate transports to Superior Court | March 1 |
| Increase the number of senior judges for Superior Court | Add new senior judges for criminal trial / weekend calendars and increase their compensation | <ul style="list-style-type: none"> 4 new senior judges have been added Trial calendars built out for remainder of the year | May 15 |
| Superior Court civil cases to State Court | Assign Superior Court civil cases to State Court for remainder of 2023 | <ul style="list-style-type: none"> First round of civil cases have been assigned Assignments will continue on a rolling basis | May 15 |
| Increase Zoom capacity for Superior Court criminal cases | Increase the calendars and resources to expand cases leveraging Zoom | <ul style="list-style-type: none"> Jail Court Services staff hired to coordinate and move inmates for Zoom calendars Formal process developed for scheduling Zoom calendars, including dedicated communications Jail Court Services | June 30 |
| Prioritize jail cases on the Superior Court calendar | Prioritize jail cases on Superior Court calendars | <ul style="list-style-type: none"> Developing new Odyssey queries for automated and on-demand reports showing unindicted and indicted inmates | July 15 |
| Weekend court at Fulton County Jail | Hold criminal court cases at Fulton County Jail on weekend days | <ul style="list-style-type: none"> Kickoff meeting held with Justice Partners on June 27 Evaluating inmate population for participation Anticipate about 20 – 50 inmates per Saturday Court | July 29 |
| Expand the C-3 Program | Increase the number of C-3 contract attorneys and cases per attorney, with a focus on jail cases | <ul style="list-style-type: none"> Nearly 20 C-3 attorneys representing over 70 defendants Case assignments being made on a monthly basis Assessing increase to contract amounts for active attorneys | August 1 |
| Establish a competency court calendar | Create a dedicated calendar for competency cases | <ul style="list-style-type: none"> Operations and resource plan developed Plan will be presented to Superior Court bench at the July bench meeting | August 15 |

PRIORITIES



- ✓ Accelerate ORCA case resolution/performance
- ✓ Implement multi-agency jail reduction plan
- ✓ Prevent Post-ORCA backlog

JUSTICE SYSTEM DASHBOARDS

PUBLIC INFORMATION



| JUSTICE SYSTEM DASHBOARDS | | PROJECT ORCA DASHBOARDS | |
|---------------------------|--|-------------------------|--|
| DEPARTMENT | PUBLICLY AVAILABLE DASHBOARDS | DEPARTMENT | PUBLICLY AVAILABLE DASHBOARDS |
| SUPERIOR COURT | Total Defendants in Jail (Complex) | OVERALL | Total Disposed Cases |
| | Defendants in Jail for Over 1 Year (Complex) | | Remaining Open & Active Cases |
| | Total Pending Cases (Complex) | COURTS | Total Disposed Cases & Filings |
| | Cases Pending for Over 1 Year (Complex) | | Remaining Open & Active Cases & Filings |
| | Total Defendants in Jail (Non-Complex) | PROSECUTORS | Total Disposed, Indicted, or Accused Cases |
| | Defendants in Jail > 180 Days (Non-Complex) | | Remaining Open & Active Cases |
| | Total Pending Cases (Non-Complex) | | |
| | Cases Pending > 180 Days (Non-Complex) | | |
| NATIONAL COURT STANDARDS | Time to Disposition (Felony) | | |
| | Time to Disposition (Civil) | | |
| | Time to Disposition (Family) | | |
| | Clearance Rates | | |
| | Aging of Cases | | |
| STATE COURT | Total Defendants in Jail (Misdemeanor) | | |
| | Defendants in Jail Over 1 Year (Misdemeanor) | | |
| | Total Pending Criminal Cases | | |
| | Criminal Cases Pending for Over 1 Year | | |

All publicly available justice system data and dashboards are found at:
<https://fultoncountyga.gov/inside-fulton-county/open-government>



QUESTIONS



Jail Bridging Plan Update



Jail Bridging Plan Objective Updates

| <u>Maintenance</u> | <u>Food</u> | <u>Personnel</u> | <u>Medical</u> | <u>Public Affairs</u> |
|--|---|---|--|---|
| <p>Projected 2023 extra cost: \$8,300,000</p> <ul style="list-style-type: none"> ❖ Medical and mental health units will remain a priority ❖ Inmates to be moved to South Annex, to open one unit at Rice St. (6 Zones) for complete repair. ❖ Each Blitz Unit repair will be conducted within one month (11 total Units). to be completed in Priority Order ❖ Maintenance Plan and Contractor staffing are ready for implementation, waiting on contract amendment negotiations with NaphCare to cover the South Annex. Once NaphCare is resolved, inmates can be moved, (est late July) | <p>Projected 2023 extra cost: \$3,800,000</p> <ul style="list-style-type: none"> ❖ The increase in food cost is directly related to national supply chain challenges, inflation, security, and rising inmate population. ❖ Employees are now prohibited from bringing in outside food, due to security concerns. ❖ Contract with new vendor is in place. | <p>Projected 2023 extra cost: \$2,720,000</p> <ul style="list-style-type: none"> ❖ Contactor staffing of all jail towers, Cost \$2,320,000. ❖ Contactor to start 40 hr training requirement on 10 July, (23 in first wave). First group will be ready for work on 17 July. This will continue weekly, until contractor staffing reaches full strength, (mid-August). ❖ Staffing Survey. study needed to understand the staffing as it pertains to the current detainee population level Cost \$400,000 | <p>Projected 2023 extra cost: \$4,550,00</p> <ul style="list-style-type: none"> ❖ The Health Care Provider, the County, and the FCSO have renegotiated the health service contract for the rest of the year, with new provisions for contactor safety and contactor accountability. ❖ BOC approved funding for the new contract on 7 June 2023 ❖ Waiting on contract amendment negotiations with NaphCare to provide medical coverage for the South Annex | <p>Projected 2023 extra cost: \$500,000</p> <p>The mission of the Fulton County Justice System Joint Information Center (JIC);Is to provide a structure and system for developing and delivering coordinated interagency messages; developing, recommending, and executing public information plans/procedures and strategies on behalf of the Fulton County Justice System Leadership; advising Incident Command concerning public affairs issues that could affect a response effort; and controlling rumors and inaccurate information that could undermine public confidence in Justice System.</p> <ul style="list-style-type: none"> ❖ Group is sharing information and meeting regularly |



QUESTIONS



Health and Human Services Updates

Atlanta Regional Commission Health Summit



Atlanta Regional Commission

Filling the Gaps:

Addressing Healthcare Access Disparities in Metro Atlanta

July 10, 2023



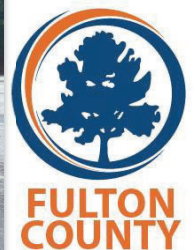
Cleveland Avenue Library Status



Big Creek Update

What we have done and are doing:

- Diverted as much untreated wastewater flow as possible
- Increased our disinfection at the plant
- Steps rebuild our biological process and create a healthy environment
 - Trucking good bacteria from the John Creek Environmental Campus
 - Created as beneficial environment as possible with the amount of air the bugs receive and at the most perfect pH level
- Monitoring the plant operations
- The current plant operations are not in compliance with EPD permit, but will be once biological process is restored





QUESTIONS



COVID 19 Reserve & ARPA Spend Update

Cash Flow Projections – COVID 19 Response

| In Millions \$ | 07.03.2023 | 07.03.2023 | 07.03.2023 | Change in Budget | Change in Expenses |
|--|-----------------|-----------------|-----------------|------------------|--------------------|
| | Budget | Commitments | Expenses | | |
| EERF - General Fund | \$ 10.5 | \$ 10.5 | \$ 10.5 | \$ - | - |
| Communications | 1.7 | 1.7 | 1.7 | - | - |
| Child Care / Healthcare / Other | 0.5 | 0.5 | 0.5 | - | - |
| Payment to Employees | 6.6 | 6.6 | 6.6 | - | - |
| 2020 Obligation/Unallowable | 1.7 | 1.7 | 1.7 | - | - |
| American Rescue Act | 228.4 | 157.2 | 128.8 | - | 2.94 |
| Health Infrastructure | 24.1 | 1.0 | 0.1 | - | 0.05 |
| Pandemic Proof County Facilities | 28.0 | 2.3 | 1.5 | - | - |
| Day Porters / Cleaning | 1.9 | 1.9 | 1.5 | - | 0.00 |
| Child Care | 0.7 | 0.4 | 0.3 | - | - |
| Other Emergencies | 1.7 | 1.7 | 1.6 | - | 0.29 |
| Lifeline Animal Control | 0.5 | 0.5 | 0.5 | - | - |
| Premium Pay for Employees | 3.4 | 3.4 | 3.4 | - | - |
| PPE- County Employees | 1.6 | 1.6 | 1.6 | - | - |
| Court Backlog Project | 75.0 | 58.8 | 45.3 | - | 1.21 |
| Information Tech - Virtual Support | 12.3 | 8.1 | 1.1 | - | - |
| Safety Net Services - CSP | 8.1 | 8.0 | 7.5 | - | - |
| Tiny Homes | 1.0 | 1.0 | - | - | - |
| Living Assistance | 0.5 | 0.5 | - | - | - |
| Diversion Center | 1.7 | 1.7 | - | - | - |
| Summer Youth | 0.5 | 0.5 | 0.5 | - | - |
| Employees Covid Healthcare | 4.0 | 4.0 | 4.0 | - | - |
| General Administration | 0.9 | 0.9 | 0.4 | - | - |
| Long Term Revolving Loan Program | 3.9 | 3.9 | 3.9 | - | - |
| Food Insecurity | 5.1 | 5.1 | 3.5 | - | 0.01 |
| Job Training | 0.9 | 0.9 | 0.4 | - | - |
| ERAP 2 & High Need | 29.0 | 29.0 | 29.0 | - | - |
| ERAP Additional Operational Costs | 9.1 | 9.1 | 8.7 | - | (0.28) |
| Vaccination and Testing - Shared Cost of FEMA Reimbursable Items 3Q22+ | 0.4 | 0.4 | 0.1 | - | 0.01 |
| Grady Hospital | 11.0 | 11.0 | 11.0 | - | - |
| Testing Vaccination | 2.8 | 1.2 | 0.5 | - | 0.01 |
| Vaccine Incentive Program | 0.5 | 0.4 | 0.4 | - | - |
| Consolidated Appropriations Act | 18.0 | 18.0 | 18.0 | - | - |
| ERAP 1 | 18.0 | 18.0 | 18.0 | - | - |
| ERAP Reallocation | 67.0 | 67.0 | 67.0 | - | - |
| ERAP 4 | 25.0 | 25.0 | 25.0 | - | - |
| ERAP 5 | 25.0 | 25.0 | 25.0 | - | - |
| ERAP 6 | 17.0 | 17.0 | 17.0 | - | - |
| FEMA Related Expenses | 29.6 | 29.6 | 29.4 | 0.01 | 0.05 |
| Total | \$ 353.5 | \$ 282.2 | \$ 253.6 | 0.01 | 2.99 |
| Reserve | \$ 19.8 | | | | |



Cash Flow Projections – COVID 19 Response

Cash Flow Projection COVID-19 Response

In Millions \$

| Uses of Funds | | 2021 | 2022 | 2023 | 2024 | Total |
|--|---|--------------|--------------|-------------|-------------|--------------|
| A | EERF - General Fund | 10.5 | | - | - | 10.5 |
| B | American Rescue Act | 51.8 | 57.6 | 87.4 | 31.4 | 228.1 |
| C | Consolidated Appropriations Act | 17.4 | 0.6 | - | - | 18.0 |
| D | ERAP Reallocation | - | 67.0 | - | - | 67.0 |
| E | FEMA Related Expenses | 21.2 | 7.8 | 0.3 | - | 29.4 |
| Projected Annual Uses | | 100.9 | 133.1 | 87.7 | 31.4 | 353.0 |
| Sources of Funds | | 2021 | 2022 | 2023 | 2024 | Total |
| A | EERF | 10.5 | 16.4 | | | 26.9 |
| B | American Rescue Act | 128.4 | 103.4 | | | 231.8 |
| C | Consolidated Appropriation Act | 18.0 | | | | 18.0 |
| D | ERAP Reallocation | - | 67.0 | | | 67.0 |
| E | FEMA Reimbursement at 100% until 2Q 22/90% 3Q 22+ | 5.9 | 7.4 | 6.3 | 9.8 | 29.4 |
| Projected Annual Sources | | 162.8 | 194.2 | 6.3 | 9.8 | 373.1 |
| Cash Balance EOY - 100% FEMA Reimbursement | | 61.9 | 123.0 | 41.6 | 20.1 | 20.1 |

FEMA Reimbursement Update

| Period | Amount Expended | Amount Submitted | Amount Received | Status |
|--------------|---------------------|---------------------|---------------------|--|
| MBFS | \$6,501,828 | \$6,501,828 | \$6,501,828 | Payment received in advance and balance requested (\$564,534.37 received 12/09/22) |
| 2020 Q4 | \$1,809,255 | \$1,989,307 | \$1,809,012 | \$1,809,011.74 received 6/21/2023 |
| 2021 Q1 | \$3,781,732 | \$3,781,732 | \$3,774,350 | \$3,774,349.55 received 6/21/2023 |
| 2021 Q2 | \$5,384,715 | \$5,384,715 | \$0 | Under FEMA review - Pending funding - \$5,099,223.84 |
| 2021 Q3 | \$3,676,082 | \$3,676,082 | \$3,676,082 | Expedited application was submitted for these three quarters, but expedited funding was granted based on actual expenses incurred for the period in the amount of \$7,122,929-additional amount to be submitted (\$6,845,288 received on 12/09/22) - Pending additional funding \$4,171,568.98 |
| 2021 Q4 | \$3,169,205 | \$3,169,205 | \$3,169,205 | |
| 2022 Q1 | \$4,171,570 | \$4,171,570 | \$0 | Under GEMA review - Pending funding - \$1,705,887.15 |
| 2022 Q2 | \$1,705,887 | \$1,705,887 | \$0 | |
| 2022 Q3 | \$983,452 | | | Quarter is still open for submission of FEMA reimbursement |
| 2022 Q4 | \$358,843 | | | Quarter is still open for submission of FEMA reimbursement |
| 2023 Q1 | \$124,421 | | | Quarter is still open for submission of FEMA reimbursement |
| 2023 Q2 | \$24,404 | | | Quarter is still open for submission of FEMA reimbursement - ended 5/11/2023 |
| Total | \$31,691,394 | \$30,380,326 | \$18,930,477 | |

There are outstanding purchase orders not included in the total above.





QUESTIONS



Financial/Performance Measures Update

Monthly Financial Report

General Fund Expenditure Analysis 2022 vs 2023 - June

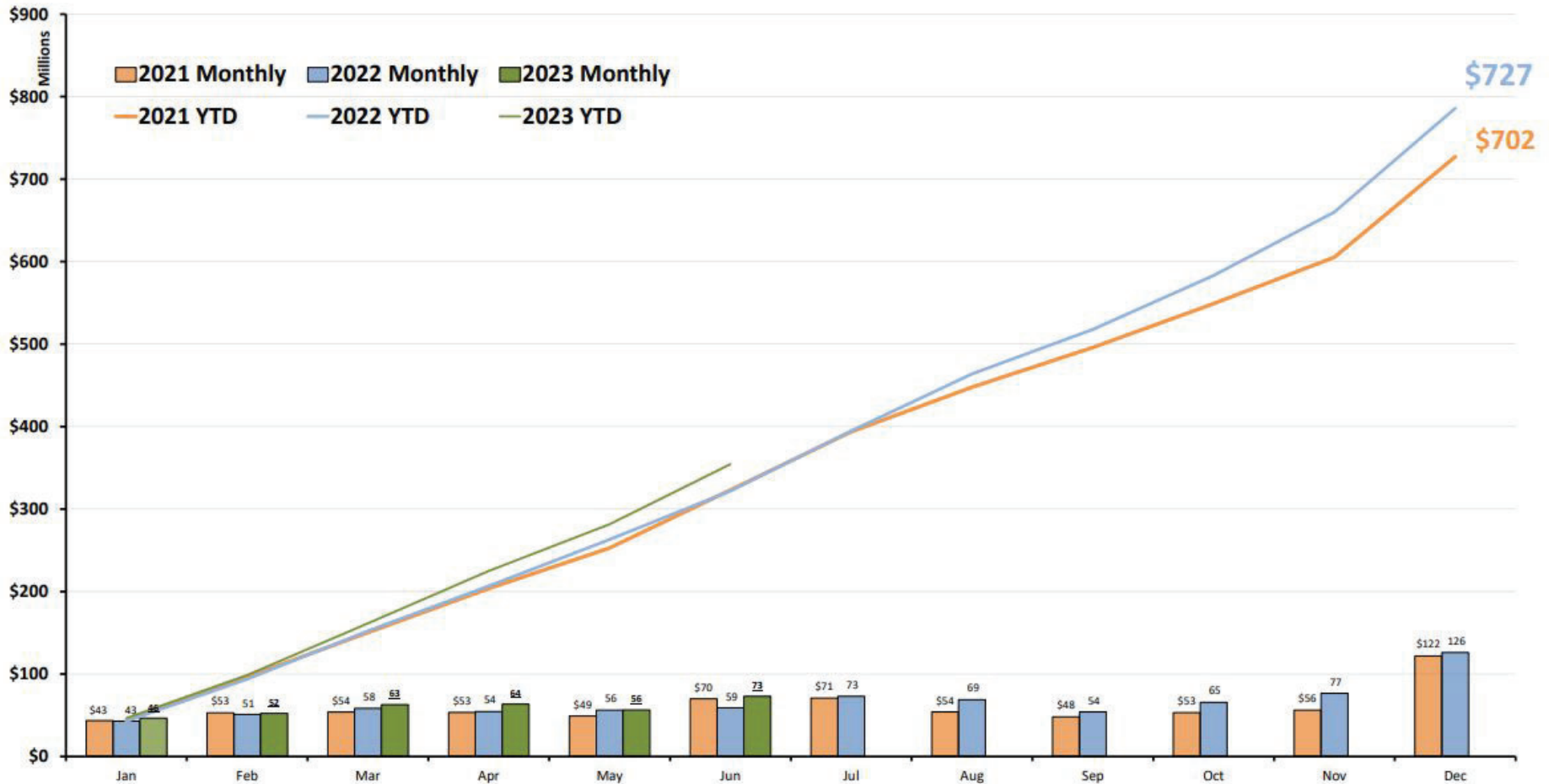
| Department | 2022 | | | | 2023 | | | (C/D)-(A/B) |
|------------------------------|--------------|-----------------------|-----------------------|------------|-----------------------|-----------------------|------------|-------------|
| | A | B | A/B | | C | D | C/D | |
| | YTD 2022 Exp | 2022 -Budget | % | | YTD 2023 Exp | 2023 Budget | % | % Change |
| Arts & Culture | 181 | \$ 1,196,785 | \$ 5,634,291 | 21% | \$ 1,936,803 | \$ 9,685,272 | 20% | -1% |
| Behavioral Health | 755 | \$ 6,332,849 | \$ 17,050,336 | 37% | \$ 3,980,792 | \$ 18,465,916 | 22% | -16% |
| Board of Health | 750 | \$ 5,505,527 | \$ 11,613,441 | 47% | \$ 5,519,450 | \$ 11,150,587 | 49% | 2% |
| Child Attorney | 237 | \$ 1,389,305 | \$ 2,812,243 | 49% | \$ 1,867,660 | \$ 3,680,718 | 51% | 1% |
| Commission Districts | 101 | \$ 1,671,741 | \$ 4,032,043 | 41% | \$ 1,700,751 | \$ 4,477,947 | 38% | -3% |
| Community Development | 121 | \$ 1,243,520 | \$ 11,789,163 | 11% | \$ 1,574,574 | \$ 14,654,332 | 11% | 0% |
| County Attorney | 235 | \$ 1,521,068 | \$ 3,650,564 | 42% | \$ 2,489,997 | \$ 5,069,994 | 49% | 7% |
| County Comm Clerk | 110 | \$ 623,429 | \$ 1,270,823 | 49% | \$ 510,677 | \$ 1,323,704 | 39% | -10% |
| County Manager | 118 | \$ 1,635,144 | \$ 3,619,870 | 45% | \$ 1,729,634 | \$ 3,827,658 | 45% | 0% |
| County Marshal | 419 | \$ 3,128,645 | \$ 7,060,063 | 44% | \$ 3,300,058 | \$ 7,425,060 | 44% | 0% |
| District Attorney | 480 | \$ 14,708,848 | \$ 31,541,968 | 47% | \$ 16,547,592 | \$ 41,643,241 | 40% | -7% |
| Diversity and Civil Rights | 186 | \$ 492,945 | \$ 1,540,400 | 32% | \$ 505,789 | \$ 1,514,230 | 33% | 1% |
| DREAM | 520 | \$ 14,345,098 | \$ 35,161,743 | 41% | \$ 17,374,207 | \$ 39,651,390 | 44% | 3% |
| Economic Development | 120 | \$ 230,686 | \$ 655,653 | 35% | \$ 376,212 | \$ 871,850 | 43% | 8% |
| Emergency Management | 335 | \$ 3,078,162 | \$ 5,577,684 | 55% | \$ 2,188,795 | \$ 5,664,486 | 39% | -17% |
| Emergency Services | 333 | \$ 2,116,162 | \$ 3,561,915 | 59% | \$ 2,107,028 | \$ 3,516,628 | 60% | 1% |
| External Affairs | 130 | \$ 1,505,933 | \$ 3,851,484 | 39% | \$ 1,318,505 | \$ 2,926,775 | 45% | 6% |
| Family & Children's Services | 620 | \$ 581,249 | \$ 1,684,840 | 34% | \$ 524,234 | \$ 1,684,840 | 31% | -3% |
| Finance | 210 | \$ 2,942,450 | \$ 7,429,525 | 40% | \$ 3,296,014 | \$ 7,706,489 | 43% | 3% |
| Grady Hospital | 730 | \$ 31,760,797 | \$ 63,850,095 | 50% | \$ 24,855,551 | \$ 49,813,841 | 50% | 0% |
| HIV Elimination | 270 | \$ 6,424 | \$ 147,002 | 4% | \$ 50,707 | \$ 190,432 | 27% | 22% |
| Human Resources | 215 | \$ 2,352,897 | \$ 5,768,382 | 41% | \$ 2,442,372 | \$ 5,832,639 | 42% | 1% |
| Information Technology | 220 | \$ 12,794,472 | \$ 31,777,902 | 40% | \$ 16,806,623 | \$ 35,149,309 | 48% | 8% |
| Juvenile Court | 405 | \$ 7,267,328 | \$ 15,564,011 | 47% | \$ 7,790,722 | \$ 16,927,218 | 46% | -1% |
| Library | 650 | \$ 12,119,840 | \$ 30,395,076 | 40% | \$ 12,775,355 | \$ 30,496,143 | 42% | 2% |
| Magistrate Court | 422 | \$ 1,815,422 | \$ 3,461,171 | 52% | \$ 2,423,607 | \$ 4,978,110 | 49% | -4% |
| Medical Examiner | 340 | \$ 2,252,702 | \$ 5,776,836 | 39% | \$ 2,958,178 | \$ 6,457,310 | 46% | 7% |
| Non-Agency | 999 | \$ 49,109,779 | \$ 199,969,807 | 25% | \$ 56,777,858 | \$ 209,772,687 | 27% | 3% |
| Office of the County Auditor | 119 | \$ 637,129 | \$ 1,322,274 | 48% | \$ 649,355 | \$ 1,410,358 | 46% | -2% |
| Police | 320 | \$ 4,147,027 | \$ 9,273,406 | 45% | \$ 5,002,951 | \$ 11,435,513 | 44% | -1% |
| Probate Court | 410 | \$ 1,780,932 | \$ 4,265,161 | 42% | \$ 1,948,594 | \$ 6,318,377 | 31% | -11% |
| Public Defender | 490 | \$ 9,089,310 | \$ 20,180,272 | 45% | \$ 12,002,872 | \$ 25,377,575 | 47% | 2% |
| Public Works | 540 | \$ 208,333 | \$ 500,000 | 42% | \$ 250,000 | \$ 500,000 | 50% | 8% |
| Purchasing | 230 | \$ 1,574,812 | \$ 4,535,416 | 35% | \$ 2,146,018 | \$ 4,959,943 | 43% | 9% |
| Regis & Elect | 265 | \$ 7,858,194 | \$ 37,417,753 | 21% | \$ 4,018,119 | \$ 8,553,165 | 47% | 26% |
| Senior Services | 183 | \$ 9,198,204 | \$ 22,287,932 | 41% | \$ 12,286,869 | \$ 27,669,727 | 44% | 3% |
| Sheriff | 330 | \$ 56,053,569 | \$ 125,595,743 | 45% | \$ 65,493,115 | \$ 142,706,567 | 46% | 1% |
| State Court-All Judges | 421 | \$ 2,617,375 | \$ 6,125,060 | 43% | \$ 3,090,120 | \$ 6,893,734 | 45% | 2% |
| State Court-General | 420 | \$ 3,176,665 | \$ 8,263,713 | 38% | \$ 3,624,931 | \$ 8,809,769 | 41% | 3% |
| State Court-Solicitor | 400 | \$ 4,307,884 | \$ 10,095,883 | 43% | \$ 5,167,150 | \$ 12,516,397 | 41% | -1% |
| Superior Court-All judges | 451 | \$ 3,954,178 | \$ 8,455,367 | 47% | \$ 4,660,492 | \$ 9,720,397 | 48% | 1% |
| Superior Court-Clerk | 470 | \$ 8,973,210 | \$ 21,779,417 | 41% | \$ 10,025,535 | \$ 21,820,092 | 46% | 5% |
| Superior Court-General | 450 | \$ 9,666,421 | \$ 23,102,099 | 42% | \$ 10,478,368 | \$ 23,398,655 | 45% | 3% |
| Tax Assessor | 240 | \$ 7,365,891 | \$ 20,974,825 | 35% | \$ 8,775,103 | \$ 22,146,677 | 40% | 5% |
| Tax Commissioner | 245 | \$ 7,543,122 | \$ 16,773,611 | 45% | \$ 9,077,915 | \$ 18,747,272 | 48% | 3% |
| Grand Total | | \$ 321,881,465 | \$ 857,196,262 | 38% | \$ 354,427,250 | \$ 897,543,024 | 39% | 1.9% |



C/D Color Legend
50% of the Year (Jun)

Monthly Financial Report

Monthly and Cumulative Expenditures for the General Fund 2021 2022 and 2023



Monthly Financial Report

General Fund Summary

Personnel Vacancy Analysis 2023 -June - Full Time Permanent Positions

| Department | FY23 YTD Expense | FY23 Budget | Personnel Count and Vacancies / Full Time Permanent | | | | | | | | Avg. Vac.TD |
|----------------------------|-----------------------|-----------------------|---|------------|------------|------------|------------|------------|------------|------------|-------------|
| | | | 2023 | | | | | | | | |
| | | | Perm. Pos. | Jan | Feb | Mar | Apr | May | Jun | | |
| Commission Districts | 1,550,477 | 3,971,061 | 28 | 6 | 7 | 4 | 4 | 5 | 3 | 17% | |
| County Comm Clerk | 435,880 | 973,945 | 8 | 0 | 0 | 0 | 0 | 0 | 1 | 2% | |
| County Manager | 1,620,201 | 3,462,217 | 20 | 2 | 2 | 2 | 2 | 2 | 2 | 10% | |
| County Auditor | 615,788 | 1,267,287 | 8 | 0 | 0 | 1 | 0 | 0 | 0 | 2% | |
| Community Development | 1,266,606 | 2,657,674 | 23 | 2 | 2 | 2 | 2 | 2 | 2 | 9% | |
| External Affairs | 1,088,301 | 2,340,421 | 20 | 2 | 1 | 2 | 2 | 2 | 3 | 10% | |
| Arts & Culture | 1,261,207 | 2,855,704 | 30 | 1 | 2 | 2 | 3 | 5 | 4 | 9% | |
| Senior Services | 4,264,641 | 9,794,239 | 117 | 9 | 8 | 11 | 17 | 15 | 14 | 11% | |
| Diversity and Civil Rights | 463,740 | 1,177,915 | 12 | 4 | 3 | 3 | 3 | 3 | 3 | 26% | |
| Finance | 3,169,299 | 6,808,792 | 67 | 8 | 7 | 7 | 10 | 13 | 13 | 14% | |
| Human Resources | 2,222,568 | 4,641,060 | 45 | 4 | 4 | 4 | 4 | 4 | 4 | 9% | |
| IT | 6,718,661 | 15,742,662 | 124 | 30 | 27 | 26 | 25 | 26 | 27 | 22% | |
| Purchasing | 1,939,984 | 4,132,031 | 40 | 4 | 5 | 5 | 5 | 5 | 7 | 13% | |
| Child Attorney | 1,806,702 | 3,503,751 | 23 | 0 | 0 | 1 | 1 | 1 | 1 | 3% | |
| Tax Assessor | 7,596,710 | 16,237,386 | 188 | 24 | 23 | 18 | 20 | 19 | 14 | 10% | |
| Tax Commissioner | 7,543,238 | 15,535,061 | 190 | 9 | 9 | 12 | 13 | 11 | 13 | 6% | |
| Regis & Elect | 1,596,133 | 3,497,940 | 43 | 13 | 18 | 18 | 18 | 15 | 13 | 37% | |
| HIV Elimination | 50,515 | 182,432 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0% | |
| Police | 2,759,141 | 6,066,511 | 67 | 9 | 10 | 10 | 9 | 9 | 9 | 14% | |
| Sheriff | 44,865,259 | 101,915,663 | 975 | 208 | 210 | 180 | 178 | 171 | 155 | 19% | |
| Emergency Services | 769,446 | 1,766,124 | 20 | 2 | 2 | 0 | 2 | 2 | 2 | 8% | |
| Emergency Management | 601,763 | 1,338,549 | 10 | 1 | 1 | 1 | 2 | 2 | 2 | 15% | |
| Medical Examiner | 2,579,386 | 5,667,512 | 45 | 6 | 5 | 4 | 3 | 3 | 4 | 9% | |
| State Court-Solicitor | 4,984,319 | 11,676,888 | 105 | 14 | 21 | 22 | 23 | 21 | 20 | 19% | |
| Juvenile Court | 7,026,599 | 15,052,455 | 148 | 8 | 10 | 14 | 25 | 26 | 26 | 12% | |
| Probate Court | 1,750,685 | 4,391,514 | 52 | 12 | 11 | 9 | 13 | 14 | 12 | 23% | |
| County Marshal | 2,991,985 | 6,476,031 | 71 | 6 | 6 | 7 | 7 | 8 | 8 | 10% | |
| State Court-General | 3,126,260 | 6,923,925 | 68 | 4 | 4 | 5 | 6 | 8 | 8 | 9% | |
| State Court-All Judges | 3,024,470 | 6,554,747 | 40 | 2 | 2 | 2 | 2 | 2 | 2 | 5% | |
| Magistrate Court | 2,292,236 | 4,474,460 | 19 | 6 | 5 | 5 | 4 | 3 | 3 | 23% | |
| Superior Court-General | 8,618,590 | 18,535,704 | 196 | 19 | 20 | 18 | 14 | 13 | 13 | 8% | |
| Superior Court-Alljudges | 4,520,750 | 9,103,100 | 82 | 6 | 3 | 3 | 3 | 5 | 5 | 5% | |
| Superior Court-Clerk | 9,136,681 | 19,663,724 | 228 | 24 | 25 | 28 | 33 | 32 | 31 | 13% | |
| District Attorney | 15,010,627 | 33,099,934 | 286 | 19 | 19 | 22 | 24 | 25 | 23 | 8% | |
| Public Defender | 10,843,175 | 23,088,631 | 163 | 10 | 15 | 9 | 17 | 21 | 21 | 10% | |
| DREAM | 6,824,433 | 15,133,381 | 181 | 21 | 22 | 23 | 24 | 23 | 26 | 13% | |
| Library | 10,147,787 | 23,738,466 | 299 | 58 | 61 | 64 | 48 | 48 | 53 | 19% | |
| Behavioral Health | 1,575,913 | 3,789,207 | 53 | 15 | 14 | 12 | 17 | 18 | 18 | 30% | |
| Non-Agency | 32,066,659 | 65,775,022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | #DIV/0! | |
| Economic Development | 302,702 | 620,054 | 5 | 1 | 1 | 1 | 1 | 1 | 1 | 20% | |
| Grand Total | \$ 221,031,517 | \$ 483,633,181 | 4100 | 569 | 585 | 557 | 584 | 583 | 566 | 14% | |

*Vacant positions in the County's HR system as of the last payroll run. Does not include an internal department reconciliation of positions which may include active job offers, FMLA, military leave and other off-payroll positions.





QUESTIONS



**Monthly Emergency
Purchase Orders &
Monthly CM Contract
Approval**

EMERGENCY PURCHASE ORDERS AND CONTRACTS

No Purchase Orders or Contracts to Report

County Manager Contract Approvals Less Than \$100K

| DATE | CONTRACTOR/VENDOR NAME | CONTRACT PURPOSE | DEPARTMENT | DOLLAR AMOUNT |
|-----------|---------------------------|-------------------|-------------|-----------------------|
| 6/30/2023 | FILE AND SERVEXPRESS, LLC | E-Filing Services | State Court | Revenue Generating |



QUESTIONS



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0454

Meeting Date: 7/12/2023

Department

Finance

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

Request approval of a Resolution setting proposed 2023 Millage Rates for the General Fund at 9.3724 mills in accordance with O.C.G.A. § 48-5-32.1(A)(9); authorizing advertisement of the proposed General Fund millage rate of 9.3724 mills along with the five-year millage rate history and advertisement of the dates for the required public hearings; authorizing the Chairman of the Board of Commissioners to sign the pending appeals - for properties other than public utilities for the tax year 2023 to allow the Digest to be submitted to the State Department of Revenue; and Authorizing the County Attorney to petition the Superior Court of Fulton County for an order authorizing the immediate and temporary collection of 2023 taxes pursuant to O.C.G.A. § 48-5-310, if it becomes necessary.

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

O.C.G.A 36-81-5; O.C.G.A. 48-5-32; O.C.G.A. 48-5-32-1 and O.C.G.A 48-5-310

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work:

Finance Department recommends approval of the Resolution to begin the 2023 property tax billing process:

- (1) Authorizing advertisement of the 2023 proposed millage rate for the General fund at 9.3724, with the final adopted rate to be determined later by the BOC.
- (2) Authorizing the Director of Finance to advertise the five-year millage rate history (General fund only), including required notice of the date for the required public hearing. Also approves additional hearing dates, which may be necessary for adoption of a millage rate in excess of the calculated rollback rate. We recommend the public hearing(s) be held in Assembly Hall and via the Fulton County website at www.fultoncountyga.gov <<http://www.fultoncountyga.gov>>, or can be accessed via Zoom (web address to be determined).
- (3) Authorizing the Chairman of the Board of Commissioners to sign the Pending Appeals-For Properties Other Than Public Utilities for Tax Year 2023 form to allow the digest to be submitted to the State Department of Revenue.
- (4) Authorizing the petitioning of Superior Court of Fulton County for an order authorizing the immediate and temporary collection of 2023 taxes pursuant to O.C.G.A. Sec. 48-5-310, if it becomes necessary. This action will allow the Finance Director to advertise the 5-year millage rate history based on estimates received from the Tax Commissioner. The Board will approve a final adopted millage rate, following the required public hearing(s).

Should a higher than rollback rate be anticipated, this would require scheduling two additional public hearings prior to approval. This also authorizes, if necessary, the approval to obtain a temporary collection order for collecting 2023 taxes should tax appeals exceed the thresholds for parcel count and value in appeal or could not be approved by the Revenue Commissioner, or other instances where the Digest may not be approved or enforceable or collectable.

1 RESOLUTION SETTING PROPOSED 2023 MILLAGE RATES FOR THE
2 GENERAL FUND AT 9.3724 MILLS IN ACCORDANCE WITH O.C.G.A. § 48-5-
3 32.1(A)(9); AUTHORIZING ADVERTISEMENT OF THE PROPOSED
4 GENERAL FUND MILLAGE RATE OF 9.3724 MILLS ALONG WITH THE FIVE-
5 YEAR MILLAGE RATE HISTORY AND ADVERTISEMENT OF THE DATES
6 FOR THE REQUIRED PUBLIC HEARINGS; AUTHORIZING THE CHAIRMAN
7 OF THE BOARD OF COMMISSIONERS TO SIGN THE PENDING APPEALS -
8 FOR PROPERTIES OTHER THAN PUBLIC UTILITIES FOR THE TAX YEAR
9 2023 TO ALLOW THE DIGEST TO BE SUBMITTED TO THE STATE
10 DEPARTMENT OF REVENUE; AND AUTHORIZING THE COUNTY
11 ATTORNEY TO PETITION THE SUPERIOR COURT OF FULTON COUNTY
12 FOR AN ORDER AUTHORIZING THE IMMEDIATE AND TEMPORARY
13 COLLECTION OF 2023 TAXES PURSUANT TO O.C.G.A. § 48-5-310, IF IT
14 BECOMES NECESSARY.
15

16 **WHEREAS**, the Board of Commissioners of Fulton County, Georgia
17 (“Board of Commissioners”) has determined that it is in the best interest of the
18 citizens of Fulton County to have the 2023 millage rate set at the proper time,
19 utilizing the methods prescribed by law; and

20 **WHEREAS**, the County Manager has recommended that the proposed
21 millage rate should be set at 9.3724 mills.

22 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners
23 that the 2023 proposed millage rate for the General Fund, shall be set at the rate
24 of 9.3724 mills to be approved at a future date, as defined by O.C.G.A. § 48-5-
25 32.1(a)(9).

26 **BE IT FURTHER RESOLVED** that the Board of Commissioners hereby
27 approves the advertisement of the proposed general fund millage rate of 9.3724
28 mills, the five-year millage rate history, and the advertisement of the required
29 public hearing, pursuant to O.C.G.A. §§ 48-5-32(b) and 48-5-32.1(c).

30 **BE IT FURTHER RESOLVED** that the Board of Commissioners
31 authorizes the Chairman to sign the "Pending Appeals - for Properties Other

1 Than Public Utilities for Tax Year 2023" certification form, as required by
2 O.C.G.A. § 48-5-304.

3 **BE IT FURTHER RESOLVED** that pursuant to O.C.G.A. § 48-5-310 the
4 County Attorney has authorization to petition the Superior Court of Fulton County
5 for an order authorizing the immediate and temporary collection of 2023 taxes, if
6 it becomes necessary.

7 **BE IT FURTHER RESOLVED** that pursuant to O.C.G.A. § 48-5-32 the
8 actual millage rate will be approved at a later date, after required public hearings.

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

12 **SO PASSED AND ADOPTED**, this _____ day of _____, 2023

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FULTON COUNTY BOARD OF COMMISSIONERS

Robert L. Pitts, Chairman

ATTEST:

APPROVED AS TO FORM:

Tonya Grier
Clerk to the Commission

Soo Jo
County Attorney

Notice of Current Tax Digest and Five-Year History of Levy

NOTICE

The Fulton County Board of Commissioners does hereby announce that the 2023 General Fund millage rate will be set at a meeting to be held at the Fulton County Assembly Hall, located at 141 Pryor Street, Atlanta, GA 30303 on August 16, 2023 at 10 a.m. and pursuant to the requirements of O.C.G.A. 48-5-32 does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

CURRENT 2023 PROPERTY TAX DIGEST AND 5 YEAR HISTORY OF LEVY

| | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|---|----------------|----------------|----------------|----------------|----------------|-----------------|
| COUNTY WIDE- GENERAL FUND | | | | | | |
| C Real & Personal | 71,341,738,485 | 77,777,514,783 | 80,971,165,197 | 86,988,945,872 | 95,428,193,572 | 109,398,091,770 |
| O Motor Vehicles | 498,746,270 | 377,652,450 | 289,613,290 | 215,852,600 | 182,153,980 | 168,708,160 |
| U Mobile Homes | 1,089,234 | 1,096,274 | 1,292,453 | 1,319,747 | 1,202,552 | 1,201,792 |
| A Timber - 100% | 18,650 | 9,600 | 84,743 | - | 155,397 | - |
| N Heavy Duty Equipment | 685,395 | 913,415 | 5,121,690 | - | 2,336,114 | 356,743 |
| T U Gross Digest | 71,842,278,034 | 78,157,186,522 | 81,267,277,373 | 87,206,118,219 | 95,614,041,615 | 109,568,358,465 |
| Y E Less Exemptions | 11,923,232,133 | 13,334,327,620 | 13,481,570,304 | 14,976,001,606 | 17,536,659,033 | 22,654,696,443 |
| W NET DIGEST VALUE | 59,919,045,901 | 64,822,858,902 | 67,785,707,069 | 72,230,116,613 | 78,077,382,582 | 86,913,662,022 |
| I Forest Land Assistance Grant Value | 9,660,215 | - | - | - | - | - |
| D ADJUSTED NET DIGEST VALUE | 59,928,706,116 | 64,822,858,902 | 67,785,707,069 | 72,230,116,613 | 78,077,382,582 | 86,913,662,022 |
| E R Gross Maintenance & Operation Millage | 10.573 | 10.107 | 9.990 | 9.508 | 9.062 | 9.574 |
| A Less Rollback | | | | | | |
| T (Local Option Sales Tax) | 0.373 | 0.208 | 0.214 | 0.178 | 0.192 | 0.202 |
| R E Net M&O Millage Rate | 10.200 | 9.899 | 9.776 | 9.330 | 8.870 | 9.372 |
| E Total M&O Taxes Levied | 611,272,802 | 641,681,480 | 662,673,072 | 673,914,625 | 692,513,207 | 814,594,653 |
| A Net Tax \$ Increase/(Decrease) | | 30,408,678 | 20,991,592 | 11,241,553 | 18,598,582 | 122,081,446 |
| | | 4.97% | 3.27% | 1.70% | 2.76% | 17.63% |

PUBLIC HEARING

The Board of Commissioners of Fulton County, Georgia hereby announce that three public hearings will be held to discuss the 2023 millage rates for the General Fund, Bond Fund, and Fulton Industrial Tax District at the regular meeting of the Board of Commissioners on August 2, 2023 at 10:00 a.m.; again on August 2, 2023 at 6 p.m. and on August 16, 2023 at 10:00 a.m. in the Assembly Hall, located at 141 Pryor Street SW, Atlanta, Ga 30303 and via video conferencing accessible via the Fulton County website at www.fultoncountyga.gov, or can be accessed via Zoom at the following web addresses:

- August 2, 2023 10 a.m. meeting [https://zoom.us/webinar/register/WN_yyPVAGDisPyy4NT8mYW12A](https://zoom.us/join/zoom.us/webinar/register/WN_yyPVAGDisPyy4NT8mYW12A)
- August 2, 2023 6 p.m. meeting [https://zoom.us/webinar/register/WN_yyPVAGDisPyy4NT8mYW12A](https://zoom.us/join/zoom.us/webinar/register/WN_yyPVAGDisPyy4NT8mYW12A)
- August 16, 2023 10 a.m. meeting [https://zoom.us/webinar/register/WN_KjzKG77E5t6XaeYxpfEba](https://zoom.us/join/zoom.us/webinar/register/WN_KjzKG77E5t6XaeYxpfEba)

The 2023 millage rates will be set at the August 16, 2023 recess meeting of the Board of Commissioners in Assembly Hall at 10 am.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0455

Meeting Date: 7/12/2023

Department

Finance

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

Request approval of July 12, 2023 Budget Soundings.

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

BOC assessment and approval of budget soundings request is required by the County's budget resolution approved by the BOC.

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

Open and Responsible Government

Commission Districts Affected

All Districts

District 1

District 2

District 3

District 4

District 5

District 6

Is this a purchasing item?

No

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

The July 12, 2023, Soundings request is submitted for your approval. Below is a brief summary of each request and related justification.

GENERAL FUND:

STRATEGIC PRIORITY AREA: OPEN AND RESPONSIBLE GOVERNMENT

- **Modify the 2023 Annual Hardware and Software Maintenance and Support list - (PAGE 3)**

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2023 Adopted Budget. The requested changes will be funded within the department’s existing budget and will not result in any budget adjustments.

The Department of Senior Services requests a name change for AML item #322, approved vendor, Accessible Solutions. In 2022, Caseworthy acquired Accessible Solutions, Inc. With the acquisition, the new name is Accessible Solutions, LLC. The Department of Senior Services utilizes the Accessible Solutions online software, SERVtracker to register seniors for Senior Multipurpose program activities and classes. The name change is required to pay vendor invoices. No additional funding is required.

| Annual Hardware and Software Maintenance and Support List - 2023 | | | | | | | | |
|--|---------------------------|--------------------|-------------|-----------------|------------------|-----------|-----------------|---|
| Type | Vendor Name | Product Name | Description | User Agency | 2023 Expenditure | Add'l Amt | Funding Source | Comments |
| Software | Accessible Solutions, LLC | <u>SERVtracker</u> | Web Hosting | Senior Services | \$20,000.00 | \$0 | Senior Services | Vendor name changed from Accessible Solutions Inc. to Accessible Solutions LLC. |

RISK FUND:

STRATEGIC PRIORITY AREA: OPEN AND RESPONSIBLE GOVERNMENT

- **Office of the County Attorney**

Increase the FY2023 Budget for the Office of the County Attorney - \$2,000,000. (PAGE 5)

The Office of the County Attorney request a budget increase of \$2,000,000 to professional services for anticipated legal fees to prepare for trial on several cases expected to be tried before the end of the year.

The funding for professional services is in Non-Agency and will be transferred to County Attorney.

Total FY2023 Increase for the County Attorney is \$2,000,000.



JULY BUDGET SOUNDINGS

July 12, 2023

Presented

to the

Board of Commissioners

by the

Finance Department

**FULTON COUNTY, GEORGIA
SUMMARY OF BUDGET SOUNDINGS FACT SHEET
July 12, 2023 Soundings**

GENERAL FUND:

July 12, 2023 SOUNDINGS:

| | <u>Contingency</u> <u>Actions</u> | <u>Non-Contingency</u> <u>Actions</u> |
|--|--------------------------------------|--|
| Beginning Contingency as of January 1, 2023: | \$1,000,000 | \$0 |
| Less April Soundings: 4/12/23 | 0 | \$0 |
| Less April Soundings: 4/19/23 | 0 | \$0 |
| Less May Soundings: 5/3/23 | 0 | \$0 |
| Less May Soundings: 5/17/23 | 0 | \$0 |
| Less June Soundings: 6/7/23 | (136,786) | \$0 |
| Less June Soundings: 6/21/23 | 0 | \$0 |
| Less July Soundings: 7/12/23 | 0 | \$0 |
| Less August Soundings: 8/2/23 | 0 | \$0 |
| Less August Soundings: 8/16/23 | 0 | \$0 |
| Less September Soundings: 9/6/23 | 0 | \$0 |
| Less September Soundings: 9/20/23 | 0 | \$0 |
| Less October Soundings: 10/4/23 | 0 | \$0 |
| Less October Soundings: 10/18/23 | 0 | \$0 |
| Ending Contingency Balance: | <u>\$863,214</u> | <u>\$0</u> |

| Page # | Department Name & Agency Number | Amount | Amount |
|--------|---------------------------------------|--------|--------|
| 3 | Senior Services | 0 | |
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| | Total Request from Contingency | \$0 | \$0 |
| | Total Fund Impact | \$0 | \$0 |

GENERAL FUND

July 12, 2023 Soundings

Strategic Priority Area: Open and Responsible GovernmentAction Required:

Modify the 2023 Annual Hardware and Software Maintenance and Support List

Annual Hardware and Software Maintenance and Support List - 2023

| Type | Vendor Name | Product Name | Description | User Agency | 2023 Expenditure | Add'l Amt | Funding Source | Comments |
|----------|--------------------------|--------------|-------------|-----------------|------------------|-----------|-----------------|---|
| Software | Accessible Solutions LLC | SERVtracker | Web Hosting | Senior Services | \$20,000.00 | \$0 | Senior Services | Vendor name changed from Accessible Solutions Inc. to Accessible Solutions LLC. |

Purpose (Justification):

The Department of Senior Services requests a name change for AML item #322, approved vendor, Accessible Solutions, Inc. In 2022, Caseworthy acquired Accessible Solutions, Inc. With the acquisition, the new name is Accessible Solutions, LLC. The Department of Senior Services utilizes the Accessible Solutions online software, SERVtracker to register seniors for Senior Multipurpose program activities and classes. The name change is required to pay vendor invoices. No additional funding is required.

RISK MANAGEMENT FUND

RISK FUND**July 12, 2023 Soundings****Strategic Priority Area: Open and Responsible Government****Action Required:**

Increase the FY 2023 Budget for County Attorney - \$2,000,000

County Attorney

725-235-2351-1160

Professional Services

Increase

\$2,000,000

Decrease**Non-Agency**

725-999-P001-1900

Contingency

Increase**Decrease**

\$2,000,000

Purpose (Justification):

The Office of the County Attorney request a budget increase of \$2,000,000 to professional services funding line for anticipated legal fees to prepare for trial on several cases expected to be tried before the end of the year.

| |
|--|
| Included in Soundings per County Manager's direction. |
|--|

FULTON COUNTY, GEORGIA
SUMMARY OF BUDGET SOUNDINGS FACT SHEET
July 12, 2023 Soundings

GENERAL FUND:

JULY 12, 2023 SOUNDINGS:

**Non-Agency
Security Reserve
Actions**

| | |
|--|------------------|
| Beginning Contingency as of January 1, 2023: | \$1,000,000 |
| Less April Soundings: 4/12/23 | 0 |
| Less April Soundings: 4/19/23 | 0 |
| Less May Soundings: 5/3/23 | 0 |
| Less May Soundings: 5/17/23 | 0 |
| Less June Soundings: 6/7/23 | 0 |
| Less June Soundings: 6/21/23 | (660,660) |
| Less July Soundings: 7/12/23 | 0 |
| Less August Soundings: 8/2/23 | 0 |
| Less August Soundings: 8/16/23 | 0 |
| Less September Soundings: 9/6/23 | 0 |
| Less September Soundings: 9/20/23 | 0 |
| Less October Soundings: 10/4/23 | 0 |
| Less October Soundings: 10/18/23 | 0 |
| Ending Contingency Balance: | <u>\$339,340</u> |

| | | |
|---------------|--|---------------|
| Page # | Department Name & Agency Number | Amount |
|---------------|--|---------------|

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|---------------------------------------|------------------|
| Police | 660,660 |
| Non-Agency Security Reserve | (660,660) |
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| Total Request from Contingency | (660,660) |
| Total Fund Impact | \$0 |

FULTON COUNTY, GEORGIA
 SUMMARY OF BUDGET SOUNDINGS FACT SHEET
 July 12, 2023 Soundings

GENERAL FUND:

| | |
|--|--|
| July 12, 2023 SOUNDINGS: | Non-Agency Special Elections Reserve <u>Actions</u> |
| Beginning Contingency as of January 1, 2023: | \$15,000,000 |
| Less April Soundings: 4/12/23 | (949,398) |
| Less April Soundings: 4/19/23 | 0 |
| Less May Soundings: 5/3/23 | 0 |
| Less May Soundings: 5/17/23 | 0 |
| Less June Soundings: 6/7/23 | 0 |
| Less June Soundings: 6/21/23 | 0 |
| Less July Soundings: 7/12/23 | 0 |
| Less August Soundings: 8/2/23 | 0 |
| Less August Soundings: 8/16/23 | 0 |
| Less September Soundings: 9/6/23 | 0 |
| Less September Soundings: 9/20/23 | 0 |
| Less October Soundings: 10/4/23 | 0 |
| Less October Soundings: 10/18/23 | 0 |
| Ending Contingency Balance: | <u>\$14,050,602</u> |

| Page # | Department Name & Agency Number | Amount |
|--------|---|------------------|
| | Registration & Elections (Special Election - May 16, 2023) | 639,581 |
| | Non-Agency Special Elections Reserve | (639,581) |
| | Registration & Elections (Run-Off - June 13, 2023) | 309,817 |
| | Non-Agency Special Elections Reserve | (309,817) |
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| | Total Request from Contingency | (949,398) |
| | | |
| | Total Fund Impact | \$0 |



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0158

Meeting Date: 7/12/2023

Department

Human Resources Management

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

Request approval of the proposed plan design to extend a childcare/elder care benefit to eligible employees as part of Fulton County's benefits package.

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

Fulton County Policy

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: Fulton County recognizes that its employees are often faced with an unexpected illness of a child, disruptions in a child's education or the need to care for a dependent that requires home/medical care. To that end, the County is extending a childcare/elder care benefit. This benefit is available to all employees who are required to report on-site to perform their functions as directed by their Department Head. This benefit can be used to provide care for their eligible dependents that reside in their immediate household.

Community Impact: There is no community impact.

Department Recommendation: The Department of Human Resources Management recommends

approval.

Project Implications: There are no project implications.

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

Department Issues/Concerns: There are no department issues or concerns.



BENEFIT SUMMARY – CHILDCARE/DEPENDENT CARE FOR 2023

WWW.FULCO.CARE.COM || EFFECTIVE March 1, 2023

As a means of easing the burdens caused by the unexpected illness of a child, disruptions in a child's education or the need to care for a dependent that requires home/medical care, the County is offering a childcare/dependent care benefit to eligible employees. This benefit is available to all employees who are required to report on-site to perform their functions as directed by their Department Head. This benefit can be used by eligible employees to provide care for their child(ren) and/or adult dependents who require home/medical care and reside in their immediate household, as defined below.

| ELIGIBLE EMPLOYEES |
|---|
| <p>Employees, whose job functions require them to perform their core duties and/or provide services onsite as directed by their Department Head.</p> <p>State employees who receive a County Supplement cannot participate.</p> |
| COVERAGE PERIOD |
| <p>This benefit will be available until funding expires or the BOC discontinues this benefit.</p> |
| PERMITTED USE OF THE BENEFIT |
| <p>Eligible employees will only be able to utilize this benefit so they can physically report onsite for their scheduled shift or redeployment.</p> |
| TOTAL AVAILABLE BACK-UP CARE DAYS |
| <p>There will be a cap of ten (10) total care days within the 12-month period.</p> |
| CO-PAY |
| <p>Eligible employees will be required to pay an applicable co-pay based on the type of care utilized:</p> <ul style="list-style-type: none"> • In home Child/Adult Back-up care - \$3.00 per hour • Out-of-Home Back up Child care - \$15.00 per day/per child • Personal Network Back-up Care - \$3.00 per hour for in home/ \$10 per day per child Out of Home (co-pay will be applied against employee's reimbursement) |
| ELIGIBLE COVERED DEPENDENTS |
| <ul style="list-style-type: none"> • Dependents age 12 and under who live in the same household as an eligible employee; • Dependents, between age 13 – 18, who cannot be left alone in a rental unit and live in the same household as an eligible employee; • Dependents, with a disability as defined in the Affordable Care Act, up to any age who live in the same household as an eligible employee; and • Parents, grandparents, in-laws, spouse/partner of an eligible employee, who live in the same household of an eligible employee and require in home/medical care. |
| DISQUALIFICATION |
| <p>An employee will be disqualified from eligibility for the benefit and may be disciplined up to and including termination if its discovered that the employee has abused and/or provided false information to utilize the benefit.</p> |



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0456

Meeting Date: 7/12/2023

Department

Human Resources Management

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

Request approval of revisions to the Lateral Transfer Policy - 317-16.

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

Fulton County Policy

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

Open and Responsible Government

Commission Districts Affected

All Districts

District 1

District 2

District 3

District 4

District 5

District 6

Is this a purchasing item?

No

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

Scope of Work: The Department of Human Resources Management requests approval of revisions to the Lateral Transfer Policy (317-16) to permit an Appointing Authority to initiate the lateral transfer of an employee with or without the employee's approval. This revision would allow departments to initiate the lateral transfer of employees, when appropriate, to provide for the most efficient and effective use of resources.

Community Impact: There is no community impact.

Department Recommendation: The department recommends approval.

Project Implications: There are no project implications.

Agenda Item No.: 23-0456

Meeting Date: 7/12/2023

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

Department Issues/Concerns: There are no department issues or concerns.



PERSONNEL POLICY

SUBJECT: LATERAL TRANSFERS

DATE: July __, 2023

Number: 317-16

I. Statement of the Policy

It is the policy of Fulton County to permit a lateral transfer to another position in the same classification and pay grade in the same or different department. The transfer will be considered subject to availability of open positions and the approval of all Appointing Authorities concerned.

II. Background and Applicability

This policy applies to all Fulton County employees.

III. Establishment and Enforcement of Procedure

The County Manager, in consultation with the Chief Human Resources Officer and the County Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".



PERSONNEL POLICY

SUBJECT: LATERAL TRANSFERS

DATE: July __, 2023

Number: 317-16

I. Statement of the Policy

It is the policy of Fulton County to permit a lateral transfer to another position in the same classification and pay grade in the same or different department. The transfer will be considered subject to availability of open positions and the approval of all Appointing Authorities concerned.

II. Background and Applicability

This policy applies to all Fulton County employees.

III. Establishment and Enforcement of Procedure

The County Manager, in consultation with the Chief Human Resources Officer and the County Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0457

Meeting Date: 7/12/2023

Department

External Affairs

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

Request approval for Fiscal Agent Agreement between Fulton County, Georgia for the benefit of, and on behalf of, the Fulton County Reparations Taskforce with Atlanta University Center Consortium (AUCC) to facilitate the study of empirical data on behalf of the Fulton County Reparations Taskforce. Amount \$210,000.00. Effective upon approval and continue through December 31, 2023, but subject to automatic renewal from January 1, 2024 through December 31, 2024, unless sooner terminated. The County Attorney is authorized to approve the Agreement as to form and to make necessary modifications thereto prior to execution.

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

O.C.G.A. Section 36-10-1: All contract with the County shall be in writing and entered on the meeting minutes.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

The Board of Commissioners is requested to approve an agreement with the Atlanta University Center Consortium to facilitate a study of empirical data on behalf of the Fulton County Reparations Taskforce. This request follows approval of funds for the Taskforce in the 2023 adopted budget.

Scope of Work: The Atlanta University Center will manage this study in coordination with the Fulton County Reparations Taskforce. The study will include a comprehensive review of records and documents related to property and legal matters related to Fulton County residents. The final report is due in October 2024.

Community Impact: N/A

Department Recommendation: Approve

Project Implications: N/A

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

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

Click or tap here to enter text.

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

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

Jessica Corbitt, Director of External Affairs, 404-612-8300

Contract Attached

Choose an item.

Previous Contracts

Choose an item.

Total Contract Value

Original Approved Amount: \$210,000.00

Previous Adjustments:

This Request:

TOTAL:

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account \$:

- Cash
- In-Kind
- Approval to Award
- Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

100-999-S200-1196

| Key Contract Terms | |
|-----------------------|--|
| Start Date: 7/12/2023 | End Date: 12/31/2023 |
| Cost Adjustment: | Renewal/Extension Terms: 1 Renewal (2024) |

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Choose an item.

Report Period Start:

Report Period End:

FISCAL AGENT AGREEMENT

This Fiscal Agent Agreement (“Agreement”) is made on this ____ day of July, 2023 between the **ATLANTA UNIVERSITY CENTER CONSORTIUM**, a 501(c)(3) non-profit authorized to conduct business in the State of Georgia (hereafter referred to as “Fiscal Agent” or “AUCC”) and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, (hereafter referred to as the “Sponsored Organization” or “County”), for the benefit of, and on behalf of its **REPARATIONS TASKFORCE** (“Task Force”).

RECITALS

WHEREAS, in April 2021, the Fulton County Reparations Task Force (“Task Force”) was established to research the feasibility of reparations for the damage done by slavery and Jim Crow to Blacks/African Americans who live in Fulton County; and

WHEREAS, in January 2023, the Task Force presented a report to the Fulton County Board of Commissioners (“BOC”) with preliminary evidence of the quantifiable impact of slavery and Jim Crow practices in three thematic areas of slavery convict leasing, and displacement; and

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 into contracts for services with individuals, organizations and institutions, for purely charitable reasons to include health and social welfare, provided that the activities funded by any such contributions shall take place within the county making the contribution; and

WHEREAS, in January 2023, during the County’s annual budgeting approval process, the BOC allocated \$250,000 to fund further investigation of the Fulton County Reparations Taskforce examining specific areas of interest across multiple historical periods; and

WHEREAS, to advance the work of the Task Force, the County now seeks to contract with the AUCC to serve as the fiscal agent and to partner with the Atlanta University Center (AUC) Data Science Initiative to perform quantitative research; and

WHEREAS, the output and research agenda outlined in this scope of work will be done under the advisement of the Task Force members; and

WHEREAS, at the conclusion of this project, the AUCC will deliver an empirical report that quantifies the harm of slavery and Jim Crow in Fulton County, with the report should include findings and replicable methodology; and

WHEREAS, the County, as the Sponsored Organization has proposed that the AUCC as the Fiscal Agent sponsor a project (the “Project”), which is more fully described in Exhibit A, SCOPE OF WORK, attached hereto and incorporated by reference; and

WHEREAS, the Fiscal Agent has determined that sponsorship of the Project would be consistent with its goals, and wishes to make arrangements with the Sponsored Organization for the implementation and operation of the Project.

PURPOSE OF AGREEMENT

1. The Fiscal Agent hereby agrees to sponsor the Project identified in Exhibit A and to assume administrative, programmatic, financial and legal responsibility for the purposes of the requirements of the Funding Organization.
2. The Sponsored Organization agrees to provide funding in the amount stated in this Agreement for the implementation and operation of the Project, in accordance with the terms of this Agreement.
3. The Project shall be operated in a manner consistent with the Fiscal Agent's tax-exempt status and as described in this Agreement. No material changes in the purposes or activities of the Project shall be made without prior written permission of the Fiscal Agent and in accordance with any requirements imposed by the Funding Organization, nor shall the Sponsored Organization carry on activities or provide the funding in any way that jeopardizes the Fiscal Agent's tax-exempt status.
4. The Sponsored Organization shall not, and shall not permit the Project to, attempt to influence legislation or participate or intervene in any political campaign on behalf (or in opposition to) any candidate for public office or otherwise engage in the carrying on of propaganda (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986).
5. The Sponsored Organization, through the Task Force, will provide the Fiscal Agent with tasks describing programs and services of the Project:
6. The Fiscal Agent will provide all information and prepare all reports, including interim and final reports, required by the Task Force.
7. On behalf of the Sponsored Organization, the Fiscal Agent will establish and operate for the use of the Project a designated account ("Account") segregated on the Fiscal Agent's books. All amounts deposited into a Project's Account will be used in its support, less administrative charges, if any, and subject to the conditions set forth below.
8. The Fiscal Agent will disburse funds from the Account as provided in Exhibit A to the service providers in the following manner: (for example: as instructed in writing on properly filled-out Fiscal Agent vouchers accompanied by required documentation and only as authorized by this Agreement.) Disbursements will be restricted to the support and implementation of the Project only.
9. The Sponsored Organization designates the Director of the Task Force to act as authorizing official. The authorizing official shall act as principal coordinator of the Project's daily business with the Fiscal Agent, and shall have authority to sign disbursement requests.
10. The Fiscal Agent and Sponsored Organization will maintain all financial records relating to the Project according to generally accepted accounting principles, retain records as long as required by law, and make records available to auditors and subject to disclosure under the Georgia Open Records Request Act.
11. The Fiscal Agent and the Sponsored Organization will reflect the activities of the Project, to the extent required, on their state and federal government tax returns and financial reports. All disbursements from an Account shall be treated as payments made to or on behalf of the Sponsored Organization to accomplish the purposes of the Project. The Sponsored Organization will provide the Fiscal Agent with

proper documentation to accomplish this, including furnishing the Fiscal Agent with the Sponsored Organization's Federal Employer Identification Number.

12. The Fiscal Agent will give proper credit to the Sponsored Organization in all publicity in the following form: "(The Project Name) is a sponsored project of Fulton County, with funding provided by a charitable contribution from the County."

13. In consideration of the Fiscal Agent's agreement to participate in the Project, and to cover the Fiscal Agent's expenses in connection with the Project as outlined in Exhibit A, the Fiscal Agent is entitled to an administrative fee as provided in this Agreement.

14. The Fiscal Agent may request the Sponsored Organization to cease activities that it deems might jeopardize its tax-exempt status and the Project, which Sponsored Organization must comply within 10 days.

15. In the event this Agreement is terminated, the Fiscal Agent and Sponsored Organization will comply with any termination conditions.

STATEMENT OF WORK

See Exhibit A, attached hereto and incorporated by reference.

COMPENSATION FOR SERVICES AND WORK

The Sponsoring Organization will provide funding to the Fiscal Agent in an amount not to exceed Two Hundred and Ten Thousand and Zero Dollars (\$210,000.00). Said Funding will be provided as follows: Sponsoring Organization will provide 1/3 of the funding upon commencement of the Agreement; Another 1/3 of the funding will be provided upon invoicing from the Fiscal Agent; with the final 1/3 provided upon invoicing from the Fiscal Agent. It is the intent of the parties that invoicing will occur at intervals that will allow the Fiscal Agent to make timely payments to the service providers without fiscal Agents having to front load or advance any payment from its coffers. Fiscal Agent is entitled to a ten percent (10%) administrative fee from the \$210,000.00.

TERM OF AGREEMENT

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. This Contract shall automatically be renewed on January 1, 2024 and continue until December 31, 2024, unless extended.

TERMINATION OF AGREEMENT: TERMINATION OF AGREEMENT FOR CAUSE

Either the Sponsoring Organization or the Fiscal Agent may terminate this Agreement in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of this Agreement. Any party seeking to terminate this Agreement is required to give ten (10) 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 Agreement shall, upon expiration of the ten (10) days from the date notice is delivered, be 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. Fiscal Agent must return all unobligated funds in its custody to the Sponsoring Organization.

TERMINATION OF AGREEMENT: TERMINATION FOR CONVENIENCE OF THE COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by giving at least seven (7) days' prior notice in writing (hand delivery, certified mail with receipt, or delivery by a nationally recognized overnight delivery service) to the Association.

RECORDS, REPORTS AND AUDITS

The Fiscal Agent shall maintain accounts and records, including personal property and financial records, adequate to identify and account for all funds received from the Sponsoring Organization pertaining to this Agreement and such other records as may be requested by the Sponsoring Organization to assure proper accounting for all funds. Said records shall be made available for audit purposes to the Sponsoring Organization or its representative(s), and shall be retained for at least three (3) years after expiration of this Agreement or completion of the program unless permission to destroy them is granted by the Sponsoring Organization. The Fiscal Agent's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County laws, rules and regulations. Further, the Fiscal Agent shall submit reports on a monthly basis of the funds expended. Said reports shall be submitted to the Fulton County, c/o Finance Director, 141 Pryor Street, Suite 7000 Atlanta, Georgia 30303.

INSPECTION OF FILES AND RECORDS

The County shall at all reasonable times have access to the pertinent offices and books and records of the Fiscal Agent for inspection of the activities performed and expenses incurred under this Agreement.

ASSIGNMENT OF CONTRACT

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

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 Agreement, 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.

EQUAL OPPORTUNITY AND NONDISCRIMINATION

The Fiscal Agent shall comply with all requirements imposed by or pursuant to Title VI and Title VII of the Civil Rights Act, as amended, Age Discrimination in Employment Act; Rehabilitation Act of 1973, as amended, section 504; Equal Pay Act; the American with Disabilities Act of 1990, as amended; Fair Housing Act, as amended; and any other applicable Acts which prohibit discrimination on the ground of race, color, religion, sex, age, national origin, handicap, disability, or familial status.

HOLD HARMLESS/ INDEMNIFICATION

The Fiscal Agent, to the extent allowable by law, hereby warrants, represents, covenants and agrees to indemnify and save and hold harmless the County, its commissioners, officers, and employees, and the Task Force members 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 Fiscal Agent, its agents, employees, officers and directors. The Fiscal Agent 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 Fiscal Agent's agents and employees, without regard to negligence. The language of this indemnification clause shall survive the termination of this Agreement.

SEVERABILITY

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.

VARIATIONS OR MODIFICATIONS TO AGREEMENT

This Agreement constitutes the entire arrangement between the Sponsoring Organization and the Fiscal Agent, and there are no further written or oral contracts with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing, approved by the BOC, and signed by Sponsoring Organization's and the Fiscal Agent's duly authorized representatives.

Nothing herein shall preclude the Fiscal Agent from pursuing contracts with the County for subsequent years, with the approval of additional projects or funding by the BOC.

NOTICES

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

Notice to FULTON COUNTY, shall be addressed as follows:

Fulton County:

Department of External Affairs
141 Pryor Street SW, 3rd Floor
Atlanta, Georgia 30303

Copy To: County Attorney

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

Notices to the ATLANTA UNIVERSITY CENTER CONSORTIUM to be addressed as follows:

Atlanta University Center Consortium

GOVERNING LAW

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

COUNTERPARTS

This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Electronic, photocopy and facsimile copies of signatures may be used in place and stead of original signatures with the same force and effect as originals.

IN WITNESS WHEREOF, each party attests that the individual(s) executing the Agreement 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 July, 2023.

ATLANTA UNIVERSITY CENTER CONSORTIUM Attest:

(Signature)

Name (Typed or Printed)

Title

(Seal)

Fulton County, Georgia

Attest:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya Grier,
Clerk to the Commission

(Seal)

Approved as to Form:

Office of the County Attorney

EXHIBIT A

EXHIBIT A

Scope of Work

Memorandum of Agreement with Fulton County and Atlanta University Center Consortium to Conduct an Empirical Research Study On Behalf of Fulton County Reparations Task Force

PARTICIPANTS:

The participants in the research include but not limited to members of the Fulton County Reparations Task Force, the AUCC Data Science Initiative, the AUCC as the fiduciary agent, and consultants.

CONTRACT RESPONSIBILITIES:

The AUCC is responsible for the following general administration of the project:

- Working with the Reparations Task Force to identify and hire a Project Manager to ensure deliverables for all empirical studies are met.
- Hire research consultants and assistants with the appropriate skills and expertise to conduct the empirical research associated with the Fulton County Reparations Task Force (FCRTF).

AUCC as fiduciary agent is responsible for the following:

- Receive and Manage Funds;
- Process payments to individual researchers;
- Produce Fiduciary Report;
- Manage all Expenses, Reimbursements;
- Provide monthly fiscal accounting and progress updates to Fulton County Government and the FCRTF;
- Provide a final report on fiscal management of project;

Fulton County Reparations Task Force will designate an Empirical Research Project Liaison to provide input related to this project.

Input from the Task Force will include:

- Research direction;

- Providing all necessary information on preliminary research conducted to date, and contacts to Fulton County staff.
- Advising research consultants on sources, research methodology, and preliminary findings.

Upon the conclusion of this research, the Fulton County Reparations Task Force will:

- Document and share findings with the Fulton County Board of Commissioners, the general public, and members of the feasibility study.
- Present recommendations to the Fulton County Board of Commissioners.

Empirical Study Research Agenda

In conducting this empirical research study on behalf of the Fulton County Reparations Taskforce, the AUCC team will address the following focus areas:

Focus Areas:

1. Fulton County's formation in 1853
2. Duties of County/Jurisdiction
3. Slavery
4. Public Works and Infrastructure
5. Reconstruction
 - A. migration and settlement
 - B. housing/land ownership
 - C. voting and political leadership
 - D. Black communities
 - E. Black schools and colleges
 - F. public health
6. Codes and County Ordinances during Reconstruction
7. Duties of County/ Jurisdiction during Reconstruction
8. Post-Reconstruction
 - A. Contribution of Taxpayers
 - B. Convict Labor
 - C. Voting
 - D. County Jails

- E. Libraries
 - F. Public Health
 - G. Courts
 - H. Tax Assessor's Office
 - I. Record Keeping
9. Jim Crow
- A. Contribution of Taxpayers to County
 - B. Convict Labor
 - C. Voting
 - D. County Jails
 - E. County employment and pay
10. Urban Renewal (1930-1980)
- A. Imminent Domain
 - B. Displacement
 - C. Housing Shortage
 - D. Environmental Justice

The study will examine those areas that fall under the purview of Fulton County:

- registration and elections,
- arts and libraries,
- tax assessor,
- public health services,
- courts
- Fulton County jail
- County funds and resources
- And others

The research will examine the following historical periods:

- Slavery in Georgia: (1751 to 1865)
- Slavery in DeKalb County (1822-1853)
- Slavery in Fulton County (1853-1865)
- Reconstruction (1865-1877)
- Post Reconstruction (1877-1896)
- Jim Crow (1896 -1970)
- Urban Renewal: (1930 – 1980)

Data Sources

Data sources can include US Census Records, Fulton County census indexes, city directories, tax digests, deeds, vital records, and other archival records. This list is non-exhaustive and may include other materials as researchers see fit.

Methodologies

Qualitative and quantitative research.

Timeline:

Work will be completed by AUCC in a period of ____ days from the time of contract signing.

| | |
|--|---------------------|
| Contract Awarded | Project commences |
| Identify Project Manager and Research Consultants; | Within 30 Days**** |
| Identify data sources. | Within 30 days**** |
| Commence Research | Within 45 days**** |
| Present preliminary report to Fulton County Reparations Taskforce | Within 60 days**** |
| Present draft report to Fulton County Reparations Taskforce | Within 90 Days**** |
| Present final report of Empirical Investigation to Fulton County Reparations Taskforce | Within 120 Days**** |

(***THIS SECTION MUST BE UPDATED BASED ON PROJECT TIMELINE FROM AUCC)

Timeline:

Work will be completed by AUCC in a period of ____ days from the time of contract signing.

- Contract Awarded.
- Identify Project Manager and Research Consultants;

- Identify data sources.
- Commence Research
- Present preliminary report to Fulton County Reparations Taskforce
- Present draft report to Fulton County Reparations Taskforce
- Present final report of Empirical Investigation to Fulton County Reparations Taskforce

Format

All archival records must be cited and/or saved for replication. Researchers should supply the Fulton County Reparations Task Force with a preliminary report, a draft final report, and final report.

Data Ownership:

All reports of the data collected will be owned by Fulton County Government. Upon completion of the research, the data will be shared under creative commons license.

Payment Terms:

AUCC may submit invoices to the Fulton County Department of External Affairs on a monthly basis. Invoices must include monthly reports reflecting reflect major deliverables completed in that month.

Invoices will be approved for payment by the Department of External Affairs in consultation with the designated Fulton County Reparations Taskforce Empirical Research Project Liaison.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0458

Meeting Date: 7/12/2023

Department

Real Estate and Asset Management

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

Request approval to increase the spending authority - Department of Real Estate and Asset Management, 22ITB134621K-JAJ, Roof Maintenance, Repair, and Replacement Services Countywide, in the amount of \$494,624.40 with Ideal Building Solutions, LLC (Norcross, GA), to provide replacement and installation of new roof system at the Evelyn G. Lowrey Library at Cascade located at 3665 Cascade Road, Atlanta, GA 30312. Effective upon BOC approval until satisfactory completion as determined by Fulton County.

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

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background Request approval for an increase in spending authority to cover the costs of the replacement and installation of new roof system at the Evelyn G. Lowrey Library at Cascade.

Scope of Work: The Contractor will furnish all management, labor, materials, tools, equipment, and

appurtenances necessary to provide replacement and installation of new roof system at the Evelyn G. Lowrey Library at Cascade located at 3665 Cascade Road, Atlanta, GA 30312. As this proposal does not warrant extent of saturated roofing insulation, a substantial owner contingency of 20% is needed in the event, more insulation has to be replaced than what has been previously identified.

The Scope of Work shall consist of, but not limited to:

- Membrane Roofing and Insulation
 - Perform an infrared scan prior to re-roof to identify any areas of wet insulation
 - Wet insulation to be removed and replaced
 - Install a new cricket plan
 - Install a new ½ in high-density cover board over loose-laid cricket
 - Install new 60 mil TPO
 - Flash all drains and penetrations with new pre-fabricated pipe boots

- Wall and Curb Flashings
 - Remove the existing modified bitumen and cant strip at all walls
 - Install a new ¼ in separator board over all wall substrates
 - Flash all walls and curbs with new 60 mil TPO
 - Curbs will be terminated in white skirt flashing
 - Install new pre-fab corners

- Coping and Counter Flashings and Metal Specialties
 - Remove the existing coping to allow the wall flashing to be extended
 - Reinstall the existing coping

- Additional Roof Specialties
 - Install new roof hatch
 - Install the manufacturer's walking pads

- Additional Scopes
 - Remove and replace sealant at internal metal gutter caps
 - Install wet sealant at existing clearstory gaskets

- Additional Service Items

- Design/Engineering fees
- Daily clean-up of generated waste
- Clean roof debris
- Warranty- membrane manufacturer’s 20-year NDL w/ Contractor’s one-year labor
- Includes 20% Owner Contingency (will be affected by adds or deducts)

This standby roof contract provides all materials, parts, labor, equipment, and appurtenances necessary to provide standby roof maintenance, repair, and replacement services on an “as-needed” basis for Countywide facilities. The work includes removing and disposing of existing roofing systems; permits and licenses necessary to complete projects.

Community Impact: The proposed project impacts the viability of the existing roofing system to support ongoing public library operations in an environmentally and structurally sound facility.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of an increase in spending authority to cover the cost for the replacement and installation of new roof system at the Cascade Library located at 3665 Cascade Road, Atlanta, GA 30312.

Ideal Building Solutions, LLC does not have enough total remaining spending authority (\$170,721.38) to cover the proposed cost of the roof replacement at the Evelyn G. Lowrey Library at Cascade in addition to roof maintenance and repair services across the County for the remainder of FY2023. This increase in spending authority will allow the roof contractor to provide all management, labor, equipment, materials, and transportation necessary to complete this roof replacement project and allow enough spending authority to provide roof maintenance and repair services throughout the County for the remainder of FY 2023. Without this approval the roof replacement for Cascade Library will be delayed.

The Department of Real Estate and Asset Management’s Library Bond Capital program team will provide all necessary management services throughout the duration of the project.

Project Implications: The roof replacement is critical to address a deficient roofing system that has reached the end of its life cycle.

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

Department Issues/Concerns: If this task order is not approved, there will be a delay in the replacement and installation of new roof system at the Cascade Library.

Contract Modification

(B) Ideal Building Solutions, LLC

| Current Contract History | BOC Item | Date | Dollar Amount |
|--------------------------|----------|----------|---------------|
| Original Award Amount | 22-0985 | 12/21/22 | \$500,000.00 |

| | | | |
|--|--|--|--------------|
| Increase Spending Authority No. 1 | | | \$494,624.40 |
| Total Revised Amount | | | \$994,624.40 |

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

Contract Value: \$494,624.40 or 100.00%
Prime Vendor: Ideal Building Solutions, LLC
Prime Status: Non-Minority
Location: Norcross, GA
County: Gwinnett County
Prime Value: \$494,624.40 or 100.00%

Total Contract Value: \$494,624.40 or 100.00%
Total Certified Value: \$0.00 or 0.00%

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

- Exhibit 1:** Task Order No. 1 to Form of Contract
- Exhibit 2:** Cost Proposal
- Exhibit 3:** Contractor’s Performance Report

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$500,000.00
Previous Adjustments: \$0.00
This Request: \$494,624.40
TOTAL: \$994,624.40

Grant Information Summary

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

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

571-650-6500-L006: 2010 Library Bond Capital, Library, Southeast Atlanta Library- \$494,624.40

| Key Contract Terms | |
|--|--|
| Start Date: Effective upon BOC Approval | End Date: A minimum of 16 weeks depending on material availability and satisfactory completion as determined by Fulton County |
| Cost Adjustment: | Renewal/Extension Terms: |

Overall Contractor Performance Rating: 3.80

Would you select/recommend this vendor again?

Yes

Report Period Start:
10/1/2022

Report Period End:
12/31/2022

TASK ORDER NO. 1 TO FORM OF CONTRACT

Contractor: **Ideal Building Solutions, LLC**

Contract No. **22ITB134621K-JAJ (B), Roof Maintenance, Repair, Replacement Service Countywide**

Address: **2578 Old Rockbridge Road**
City, State **Norcross, GA 30092**

Telephone: **(770) 451-7183**

E-mail: **jfinney@ibsroofing.com**

Contact: **Jason Finney**
Vice President

W I T N E S S E T H

WHEREAS, Fulton County (“County”) entered into a Contract with **Ideal Building Solutions, LLC** to provide Roof Maintenance, Repair, Replacement Services Countywide, dated 1st day of January, 2023, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the purpose for this task order is to cover the cost to provide replacement and installation of new roof system at the Cascade Library and

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

WHEREAS, this task order was approved by the Fulton County Board of Commissioners on **July 21, 2023, BOC Item #23-**.

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

This Task Order No. 1 to Form of Contract is effective as of the 21st day of July 2023, between the County and Ideal Building Solutions, LLC, who agree that all Services specified will be performed in accordance with this Task Order No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To furnish all management, labor, materials, tools, equipment, and appurtenances necessary to provide replacement and installation of new roof system at the Cascade Library located at 3665 Cascade Road, Atlanta, GA 30312.

The Scope of Work shall consist of, but not limited to:

- Membrane Roofing and Insulation
 - Perform an infrared scan prior to re-roof to identify any areas of wet insulation
 - Wet insulation to be removed and replaced
 - Install a new cricket plan
 - Install a new ½ in high-density cover board over loose-laid cricket
 - Install new 60 mil TPO
 - Flash all drains and penetrations with new pre-fabricated pipe boots

- Wall and Curb Flashings
 - Remove the existing modified bitumen and cant strip at all walls
 - Install a new ¼ in separator board over all wall substrates
 - Flash all walls and curbs with new 60 mil TPO
 - Curbs will be terminated in white skirt flashing
 - Install new pre-fab corners

- Coping and Counter Flashings and Metal Specialties
 - Remove the existing coping to allow the wall flashing to be extended
 - Reinstall the existing coping
 - Prior to the award, the Contractor will verify the coping will still fit once the membrane is wrapped over the nailer

- Additional Roof Specialties
 - Install new roof hatch
 - Install the manufacturer's walking pads

- Additional Scopes
 - Remove and replace sealant at internal metal gutter caps
 - Install wet sealant at existing clearstory gaskets

- Additional Service Items
 - Daily clean-up of generated waste
 - Clean roof debris
 - Warranty- membrane manufacturer's 20-year NDL w/ Contractor's one-year labor
 - Includes 10% Owner Contingency (will be affected by adds or deducts)
 - Includes \$20,000.00 consulting fees

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$494,624.40.00** (Four Hundred and Twelve Thousand One Hundred and Eighty-Seven Dollars and Zero Cents).
3. **LIABILITY OF COUNTY:** This Task Order No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF TASK ORDER NO. 1 TO FORM OF CONTRACT:** Except as modified by this Task Order No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

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

CONSULTANT:

**IDEAL BUILDING SOLUTIONS,
LLC**

Jason Finney,
Vice President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

| | |
|--|--|
| ITEM#: _____ RCS: _____ RECESS MEETING | ITEM#: _____ RM: _____ REGULAR MEETING |
|--|--|

June 1, 2023
Michelle Cox
Fulton County Government

RE: VE Cascade Library Roof Proposal

Thank you for your interest in our products and services. Upon reviewing the project requirements have the following proposal for your review.

Disclaimer:

Only what is listed in our Scope of Work is included. Please notify us if any changes need to be made to our scope of work.

BASE BID SCOPE OF WORK

Set up and Safety:

1. Install fencing at material storage areas and at the front door location per the staging map.
2. Install overhead protection at 1 employee door location per the staging map.
3. Install warning flags at roof working areas. Flags are to be staged 6' from all walls under 39".
4. Deliver PJ and Dumpster to site.

Membrane roofing and insulation scope:

1. Existing Roofing to remain in place.
 1. Ideal to perform an infrared scan prior to the re-roof to identify any areas of wet insulation.
 2. Wet insulation to be removed and replaced at the unit price provided below.
2. Install a new cricket plan, per the secondary page provided. This will be loose-laid.
3. Install a new 1/2" High-Density cover board over the loose-laid cricket insulation attached through the existing roofing system to the metal deck with fasteners.
 1. please note, this will cause vibrations and noise inside the library.
4. Install new 60 mil TPO - white in color over the newly installed cover board. The new membrane will be attached to the metal decking with new fasteners through all layers of cover board.
5. Flash all drains with new membrane and sealant. existing drains to remain.
6. Flash all penetrations with new pre-fabricated pipe boots.

Wall and Curb Flashings:

1. At all walls, remove the existing modified bitumen and cant strip.
2. Install a new 1/4" separator board over all wall substrates.
3. Flash all walls and curbs with new 60 mil TPO adhered with the manufacturer's standard TPO bonding adhesive.
4. Curbs will be terminated in white skirt flashing to match the membrane.
5. Install new pre-fab corners at all curb locations.
6. Low to high roof transition wall locations, install new termination bar to terminate membrane.
7. At all parapet wall locations wrap the membrane to completely cover the existing wood nailer.
 1. The existing nailer will be inspected, rotted wood nailer will be replaced at the unit price provided below.
8. At the standing seam roof transition, install tpo clad metal flashing to extend under metal panels.

Copings and Counter flashings and metal specialties:

1. Remove the existing coping to allow for the wall flashings to be extended up and over the parapet wall.
2. Reinstall the existing coping.
 1. Please note, some coping may be damaged during the removal process. We would need to replace damaged coping utilizing the owner's contingency.

2. **Prior to the award of the scope, Ideal to verify that the coping will still fit once the membrane is wrapped over the nailer.**
3. This does not include the internal gutter cap, this will remain in place.
 1. Seams of the internal gutter cap will be cleaned and re-sealed.
4. Provide new counter flashing to cover the termination bar at the low to high-roof transitions. This will be fabricated from a standard color from 24 GA material.
5. Provide all new scuppers at the existing locations to include a new metal flashing, 3" wide to be fabricated from a standard color 24 GA metal. .

Additional Roof Specialties

1. Install a new roof hatch at the existing location.
 1. The ladder at this location will not be moved due to existing location restrictions.
2. Install the manufacturer's walk-way pads at the existing location layout.
 1. Limited to the roofing section with the roof hatch only.

Additional Scopes

1. Remove and replace sealant at internal metal gutter caps.
2. Install wet sealant at existing clearstory gaskets. Gaskets may have to be replaced at an undetermined unit cost at this time.
 1. The cost for this section only includes the installation of sealant.

Additional Items:

1. Daily clean up of generated waste.
2. Site to be left neat and clean of Roof debris
3. Warranty - Membrane Manufacturer's 20 yr NDL with Contractor's 1-year Labor.
4. Includes 10% Owner contingency (Please owner contingency will be affected by adds or deducts)
5. Includes \$20,000.00 for consulting services.

Base Bid Price -----\$412,187.00

Due to the current state of the market, the COVID-19 Pandemic, and global raw material shortages, the above price is subject to change. Owner/ Contractor should understand that the above Base Bid Price is based on the current market pricing and FOB Job Site. Actual pricing is based on the material ship date. Current lead times are 12 to 60 weeks depending on the material type. To assist you with calculating contingency amounts and managing material escalation, we presented an estimated escalated cost. Please understand we cannot guarantee prices or ship dates. But, we can be transparent and fair about cost increases. In order to get the best price possible, we encourage early contract awards and communication so that material can be ordered as soon as possible. Please note that our Bid Price assumes it is the Owner/Contractors' responsibility to incur any and all costs related to providing a suitable laydown area or storage facility, additional transportation, additional material handling, and builders risk insurance for any material delivered before the roofing scope begins. Finally, pricing does not include mandatory vaccination or COVID19 testing requirements unless otherwise specified.

Adds:

1. To install new **24 GA standard color Fascia** in lieu of the existing coping at all coping locations. -----
\$7,972.00 to the base bid price
2. To install new **.040 Aluminum Post Painted Custom Color Fascia and Custom Color metal flashings --**
-----\$ 50,571.00 to the base bid price.

Deducts:

none

Unit Prices:

1. To replace existing wood nailers per ln ft per row:
 1. 2x4 = \$5.00 ln ft

2. 2x6 = \$6.00 ln ft
3. 2x8 = \$6.50 ln ft
4. 2x10 = \$7.00 ln ft
5. 2x12 = \$8.00 ln ft
2. To Replace we 2" Insulation:
 1. \$6.50 sq ft
3. To repair/ replace decking:
 1. Paint and Prime rusted deck = \$4.50 sq ft
 2. To remove and replace steel decking = \$30.00 sq ft

Notes and Exclusions:

The Base Bid Price above including; Tax, Insurance, Warranties, Hoisting, and all Safety Equipment are included in this proposal. Unless noted elsewhere, permitting, dumpsters, and portable restrooms are an assumed responsibility of the General Contractor, and are not included in the price above.

Exclusions: OCIP/ CCIP, BIM Modeling, Adjacent Roof Repairs, Temporary Roofing, Interior Protection, Overnight Work, Vertical Control Joints, Vapor Barriers, Window Flashing, Wood Nailers, Wall Sheathing, Curbs, Soffit, Exterior Ladders, Vents, Lightning Protection, and Low-Voltage Electrical Conductance Testing are excluded unless otherwise stated above.

Ideal Building Solutions is not responsible for Plumbing, Electrical, or HVAC work which may be necessary to complete the project, unless otherwise stated above. Please also note that depending on how or if Lightning Protection has been installed (by other trades) onto the new coping, it may void the coping warranty. Ideal Building Solutions is not responsible for Interpretation of Local Building Code.

This proposal is based upon current, applicable Design Standards and a Suitable Decking System for the above Roof System proposed on this Project. Due to material shortages and pricing volatility, this Proposal price is subject to change

If there are any questions, please don't hesitate to call me at or email me at cfinney@ibsroofing.com.

Sincerely,



Carson Finney
Director - Sales & Service Team
2578 OLD ROCKBRIDGE ROAD
NORCROSS, GA 30071



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

| | | | |
|--|--|---|---------------------|
| Report Period Start | Report Period End | Contract Period Start | Contract Period End |
| 10/01/2022 | 12/31/2022 | 01/01/2022 | 12/31/2022 |
| Purchaser Order Number | | Purchase Order Date | |
| 19ITB312987K-JAJR-2 | | | |
| Department | | | |
| Department of Real Estate & Asset Management | | | |
| Bid Number | | Service Commodity | |
| 19ITB312987K-JAJ | | Roof Construction, Maintenance & Repair | |
| Contractor | | | |
| Ideal Building Solutions | | | |
| Performance Rating | | | |
| 0 = Unsatisfactory | Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction. | | |
| 1 = Poor | Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied. | | |
| 2 = Satisfactory | Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction. | | |
| 3 = Good | Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied | | |
| 4 = Excellent | Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded. | | |
| 1. Quality of Goods/Services | | (Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification) | |
| <input type="radio"/> | 0 | Comments: | |
| <input type="radio"/> | 1 | Contractor brought in New field supervision receptive to seeking solutions for unique problems and technical expertise to ensure requirements are met. Contractor remains responsive to various types of requests. | |
| <input type="radio"/> | 2 | | |
| <input type="radio"/> | 3 | | |
| <input checked="" type="radio"/> | 4 | | |
| 2. Timeliness of Performance | | (Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract) | |
| <input type="radio"/> | 0 | Comments: | |
| <input type="radio"/> | 1 | Contractor has cooperated with ongoing changes as County emerged from Pandemic and provided additional supervision to their teams which has resulted in greater success in completions. Contractor has made all efforts to meet milestones. | |
| <input type="radio"/> | 2 | | |
| <input type="radio"/> | 3 | | |
| <input checked="" type="radio"/> | 4 | | |

| | | |
|----------------------------------|---|---|
| 3. Business Relations | | (Responsiveness to Inquires – Prompt Problem Notifications) |
| <input type="radio"/> | 0 | Comments: Contractor's preparation of proposals is efficient with the exception due to changes in stff though Pandemic. They provided a fast return for all requested items. Upon request, most issues were resolved in a timely manner. Overall, our User Groups were very pleased with this contractor's workforce's knowledge and professionalism at our locations. This contractor |
| <input type="radio"/> | 1 | |
| <input type="radio"/> | 2 | |
| <input type="radio"/> | 3 | |
| <input checked="" type="radio"/> | 4 | |
| 4. Customer Satisfaction | | (Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions) |
| <input type="radio"/> | 0 | Comments: Contractor has expanded their specialty into waterproofing. They could benefit from greater review of their subcontractors proposals for accuracy. |
| <input type="radio"/> | 1 | |
| <input type="radio"/> | 2 | |
| <input checked="" type="radio"/> | 3 | |
| <input type="radio"/> | 4 | |
| 5. Contractors Key Personnel | | (Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed) |
| <input type="radio"/> | 0 | Comments: Contractor's staff and supervision receive on-going training with attendance at individual Conferences, Conventions & Trainings. The vigourously pursue innovative solutions by recommending approaches, products and techniques. Contractor recommends methodologies to Fulton County that are more cost effective. Time saving and less intrusive |
| <input type="radio"/> | 1 | |
| <input type="radio"/> | 2 | |
| <input type="radio"/> | 3 | |
| <input checked="" type="radio"/> | 4 | |

| | | | |
|---|--|-----------------------------|-----------|
| Overall Performance Rating | 3.80 | Date | 1/12/2023 |
| Would you select/recommend this vendor again? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | |
| Rating completed by: | Freddie Robinson, Construction Project Manager | | |
| Department Head Name: | Joseph N. Davis | | |
| Department Head Signature | <i>Joseph N. Davis</i> | | |

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

Submit

Print

Save



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0459

Meeting Date: 7/12/2023

Department

Arts and Culture

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

Request approval of five (5) contracts related to the FY2023 Special Projects Commissioner Initiatives Arts Funding recommendations totaling \$134,000.00 for the following organizations: Alpharetta Symphony Orchestra (\$9,000.00), Music South Corporation, d/b/a African American Philharmonic Orchestra (\$15,000.00), Music Education Group (\$75,000.00), Johns Creek Symphony Orchestra (\$20,000.00), and Q. Parker Legacy Foundation (\$15,000.00). Funds have been identified and are available in the Department of Arts & Culture's FY 2023 budget.

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

In accordance with 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)*

Arts and Libraries

Commission Districts Affected

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

Is this a purchasing item?

No

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 Arts & Culture (FCAC) recommends approval of the five contracts associated with special projects Commissioner Initiatives arts funding recommendations in the amount of \$134,00.00 to provide arts and cultural programs and activities for the citizens of

Fulton County.

Community Impact: The mission of the Department of Arts & Culture is to provide arts and culture access to the diverse citizenry of Fulton County.

Department Recommendation: FCAC requests BOC approval of the attached FY2023 special projects Commissioner Initiatives arts funding contracts.

Project Implications: These five contracts provide essential funding support to arts, cultural and service organizations in order to expand the arts to all sectors of Fulton County

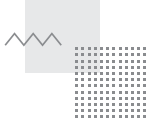
Community Issues/Concerns: N/A

Department Issues/Concerns: Approval of the special projects Commissioner Initiatives arts funding contracts is essential to addressing the financial needs of the arts and cultural community in the current year.

Fiscal Impact / Funding Source

Funding Line 1:

No new budget impact as funds are authorized in the FY2023 FCAC approved budget (Funding line: 100-181-1810-1142). The impact of these service contracts is to support the delivery of arts and cultural services in all Fulton County districts



Fulton County Department of
Arts And Culture

SPECIAL PROJECT AWARDS

2023

Recommendations Packet

2023

Department of Arts & Culture Operational Framework



FULTON COUNTY
arts & culture

Fulton County Department of Arts & Culture (CFS) Operational Framework

Fulton County Government Vision:

Fulton County is a positive, diverse community with a thriving economy, safe neighborhoods, healthy residents, and a rich quality of life that all people can enjoy. It is served by a county government that is recognized for being innovative, effective, efficient, and trustworthy.

Fulton County Government Mission:

To deliver efficient, high-impact service to every resident and visitor of Fulton County.

Fulton County Government Strategic Priority Areas:

To accomplish our mission and work toward our vision, the Board of Commissioners organized the County's efforts into six Strategic Priority Areas that reflect the major goals of Fulton County government.

1. All people are healthy.
2. All people are safe.
3. All people are self-sufficient.
4. All people have economic opportunities.
5. All people are culturally enriched.
6. All people trust government is efficient, effective, and fiscally sound.

Strategic Priority Area: "All People are Culturally Enriched"

Arts and cultural organizations, libraries, parks, and recreational facilities have positive economic, social, and quality of life impacts on a community. Vibrant and recreational communities are economic engines in our community that attract businesses and jobs, as well as create job opportunities themselves. It is Fulton County's responsibility to ensure that residents have access to a variety of quality cultural and recreational activities county-wide. The County currently directly provides cultural and recreational programs and events through County facilities and indirectly stimulates the arts and culture ecosystem by funding non-profit organizations across the County. In the coming years, the County will step into a new role to convene cultural and recreational organizations and leaders, gather information about the economic and social impact of culture and recreation, and use this information to advocate for policy change and develop thriving cultural and recreational ecosystems.

"All People are Culturally Enriched" Program Objectives:

More residents know about cultural and recreational opportunities

Residents are more satisfied with the availability of these opportunities

More residents take advantage of these opportunities

Residents' satisfaction with the quality of cultural & recreational opportunities is increasing

More residents believe that cultural & recreational opportunities improve their quality of life

Fulton County Department of Arts & Culture (CFS) Operational Framework

“All People are Self-Sufficient” Key Performance Indicators:

- Percentage of residents who are aware of cultural and recreational opportunities
- Percentage of residents who are aware of the value of cultural and recreational opportunities
- Percentage of residents who are satisfied with the availability and variety of cultural and recreational opportunities in their area
- Percentage of residents who visit cultural and recreational facilities
- Percentage of residents who attend cultural and recreational events/programs
- Percentage of residents who are satisfied with the quality of cultural and recreational facilities
- Percentage of residents who are satisfied with the quality of cultural and recreational events/programs

Fulton County Arts & Culture History & Mission

In 1979, the Fulton County Board of Commissioners created FCAC to enhance the quality of life of its constituents. It is the channel through which Fulton County funds cultural services and provides access to the arts for its citizens. To that end, FCAC is a partner and catalyst in developing new arts opportunities in our area. To enhance the quality of life of all citizens through support of the arts.

Special Project Awards – Board of Commissioner Initiatives

These awards are being executed at the recommendation of the Board of Commissioners for non-reoccurring awards to be employed for operating and project expenses identified by the non-profits specified in the January 18, 2023, commissioner meeting in which seven organizations were identified.

Fulton County Department of

Overview of Special Project Award Recommendations



FULTON COUNTY
arts & culture

| SPECIAL ARTS PROJECT AWARDS | | | | |
|---|----------------------|---|----------------------------|--|
| Organization/ Artist Name | Dist rict | Project Name | Category | 2023 Recommended Amount |
| Music South Corporation d.b.a. African American Philharmonic Orchestra & Chorale | | FY23 Music Season and Community Programs | Special Project - Music | \$15,000.00 |
| Alpharetta Symphony Orchestra | 2 | Community Concert Series | Special Project - Music | \$9,000.00 |
| Music Education Group | 5 | Operating, administrative and direct services | Special Project - Music | \$75,000.00 |
| Johns Creek Symphony Orchestra | 1 | Fall Community Concert | Special Project- Music | \$20,000.00 |
| Q. Parker Foundation | 6 | Summer Music Camp | Special Project - Music | \$15,000.00 |
| TOTAL | | | | \$134,000.00 |

SPECIAL PROJECT AWARD -
PROFILES

| | | | |
|---|--------------------|---|---------------------------|
| African American Philharmonic Orchestra and Chorale | APPLICANT DISTRICT | MISSION: To showcase the talents of professional African American orchestral, jazz and chorale musicians. | AWARD: \$15,000 |
| | | PROJECT SUMMARY: To present a community concert series. | |
| Alpharetta Symphony Orchestra | APPLICANT DISTRICT | MISSION: To create engaging educational experiences and inspiring orchestral performances that connect and grow the Alpharetta arts community through the universal language of music. | AWARD: \$9,000 |
| | 2 | PROJECT SUMMARY: To support operations to implement ASO’s music programs and help cover items such as staff salaries, insurance, and accounting. <ul style="list-style-type: none"> • To present 5-6 symphony concerts in 2023, low-cost/free, targeting residents in N. Fulton, located at Alpharetta Methodist (Feb, Apr, Sep, Nov 2023), Brooke Street Park (May 2023), and TBD (Dec 2023). The orchestra season runs Aug-May. • To provide low-cost orchestral education through the Alpharetta Symphony Youth Orchestra (ages 10-18) from Aug-May and present 4 low-cost/free concerts at Preston Ridge Community Center or Alpharetta Methodist (Mar, May, Oct, and Dec 2023). • To perform approximately 10, low-cost/free, chamber ensemble outreach concerts to assisted living centers/schools in 2023. • To hold 2 free musical workshops/masterclasses for children in 2023 at the Alpharetta Arts Center and/or Preston Ridge Community Center. | |
| Music Education Group | APPLICANT DISTRICT | MISSION: The Music Education Group is a STEAM organization formed to bring music, film, and digital media-based education to underserved youth and provide every child in Metro Atlanta with an equal opportunity to music education. The Music Education Group, Inc. (MEG) seeks to prepare youth in underserved communities to be a part of the next generation of content creators for success in the global economy. | AWARD: \$75,000 |

| | | | |
|--------------------------------|---------------------------|---|---------------------------|
| | 5 | <p>PROJECT SUMMARY: MEG agrees to provide music education programs on a scheduled basis during regular hours for the benefit of the general public.</p> <p>MEG will use funding provided to cover operational cost including administrative expenses, salaries, marketing, software support, and equipment purchases.</p> | |
| Johns Creek Symphony Orchestra | APPLICANT DISTRICT | <p>MISSION: The mission of the Johns Creek Symphony Orchestra is to enhance the quality of life for Johns Creek and north Metro Atlanta residents through the presentation of high-quality performances, educational and other outreach programs that reflect the cultural diversity of the community.</p> | AWARD: \$20,000 |
| | 1 | <p>PROJECT SUMMARY: Present one (1) major public concert in Johns Creek targeting residents of greater north Fulton County on Saturday, November 18, 2023 featuring violinist Kevin Zhu. The concert will take place at the Johns Creek United Methodist Church, 11180 Medlock Bridge Road in Johns Creek. This program will engage the services of up-and-coming young American violinist Kevin Zhu, who will be performing Bruch's Scottish Fantasy.</p> | |

| | | | |
|-----------------------------|---------------------------|--|---------------------------|
| Q. Parker Legacy Foundation | APPLICANT DISTRICT | <p>MISSION: The Q Parker Legacy Foundation (QPLF) has mission of using family engagement and social empowerment to strengthen families throughout the City of Atlanta to generate stronger communities; a stronger City; stronger foundations for greater good.</p> | AWARD: \$15,000 |
| | 6 | <p>PROJECT SUMMARY:</p> <p>* To offer a summer music camp for teen vocalist and producers ages 13-17. (June 20-June30)</p> | |
| TOTAL | | | \$134,000 |

**STATE OF GEORGIA
COUNTY OF FULTON**

CONTRACT

**BETWEEN FULTON COUNTY, GEORGIA AND
ALPHARETTA SYMPHONY ORCHESTRA**

THIS CONTRACT, entered into this _____ day of _____, 2023, between FULTON COUNTY, a political subdivision of the state of Georgia (hereinafter referred to as “Fulton County” or the “County”), and ALPHARETTA SYMPHONY ORCHESTRA, INC. located at P.O. Box 5003 Alpharetta, GA 30023 (hereinafter referred to as “ASO”), and collectively the “Parties.”

WITNESSETH THAT:

WHEREAS, Fulton County, through its Department of Arts & Culture has determined a need for arts and related services in Fulton County; and

WHEREAS, Fulton County, through its Department of Arts & Culture, has determined that these services can best be performed by a non-profit, tax exempt 501(c) (3) entity; and

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 into contracts for services with individuals, organizations and institutions, for purely charitable reasons to include humanities and educational purposes, provided that the activities funded by any such contributions shall take place within the county making the contribution; and

WHEREAS, ASO is a Georgia non-profit, tax exempt 501(c) (3) organization that has a mission to connect people, the arts, and related services being funded under this Contract; and

WHEREAS, the Board of Commissioners, through the approval of the County’s budget for 2023, authorized and designated \$9,000.00 to the ASO to provide arts and related services for the citizens of Fulton County; and

WHEREAS, ASO guarantees, by and through this Contract, that it shall expend the funds under this Contract for arts programming and arts educational services consistent with its mission and non-profit status only, deriving no profit to the organization and on activities consistent with the Contract provisions outlined in Section 1.0 and Attachment “A” hereunder and such activities shall take place within the County.

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

1.0 STATEMENT OF WORK

The County shall provide financial assistance in an amount not to exceed **9,000.00** to ASO to provide expanded programmatic resources to promote awareness and appreciation of the arts through programs and related activities in Fulton County.

2.0 COMPENSATION FOR SERVICES AND WORK

Funding for the services and work described in Section 1.0 herein, and in Attachment “A” shall be as follows: The total amount payable to ASO per the terms and execution of this Contract is not to exceed Nine Thousand Dollars (**\$9,000.00**).

Such payments shall be made upon execution of this Contract in one lump sum.

Alpharetta Symphony Orchestra (ASO) shall submit all necessary documentation to the Fulton County Department of Arts and Culture (“FCDAC”) as required in Attachment “A,” Scope of Work. This documentation shall be submitted to staff identified by the Director of Arts and Culture, the Contracts for Services team within the Department of Arts & Culture.

3.0 TERM OF AGREEMENT

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, unless otherwise extended in writing or terminated by the County. ASO shall be eligible for reimbursement costs which are included within the scope of Sections 1.0 and 2.0 and Attachment “A” of this Contract. However, unless good cause is shown, should ASO not have displayed significant action toward this Contract and its Scope of Work prior to the sixth (6th) month anniversary of the signing of this Contract, then said Contract shall be deemed void and any and all funds not expended or obligated toward said Contract shall be immediately returned to the County.

4.0 TERMINATION OF AGREEMENT

4.1 TERMINATION OF AGREEMENT FOR CAUSE

Either County or ASO may terminate this Agreement in the event the other party fails to perform in a timely and proper manner its obligations 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 specifying the reasons for such intention to terminate or suspend the Agreement. The party receiving such notice under this provision shall have ten (10) days after receipt of service of the notice to correct the violation or cease the delay to the satisfaction of the aggrieved party. If such arrangements are not made, the Agreement shall, upon expiration of said ten (10) days, be suspended or terminated

without further notice. Upon such suspension or termination, ASO will be compensated by the County for expenses deemed by the County to be due and reasonable. Notice of termination shall be delivered by hand delivery or certified mail with receipt for delivery returned to the sender.

4.2 TERMINATION FOR CONVENIENCE OF THE COUNTY

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

5.0 RECORDS, REPORTS AND AUDITS

The ASO 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. ASO's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County laws, rules and regulations.

6.0 INSPECTION OF FILES AND RECORDS

Fulton County Department of Arts & Culture shall at all reasonable times have access to the pertinent offices and books and records of ASO for inspection of the activities performed and expenses incurred under this Contract.

7.0 REVERSION OF ASSETS & EQUIPMENT

Upon expiration or termination of this Contract, ASO shall transfer to the County any County funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of County funds.

Further, in the event that ASO should sell or otherwise dispose of any property acquired with Fulton County funds, the manner of said disposition shall result in the County being reimbursed in an amount of the current fair market value of the property at that time less any portion of the value attributable to expenditures of non-Fulton County funds. In the event that such sale or disposition occurs more than ten (10) years after expiration or termination of this Contract, such reimbursement shall not be required.

8.0 COPYRIGHT AND PUBLICITY

No report or other document produced in whole or in part under this Contract shall be the subject of an application for copyright or considered to be trade secret by or on behalf of ASO without the prior written consent of the County. All such reports or other documents shall become and be

deemed the property of the County and title therein shall vest in the County. The document shall also be subject to the Georgia Open Records Act, unless exempt.

Further, any favorable publicity given to the services provided in Attachment A must identify Fulton County prominently as a sponsoring agency. Specifically, at all places of, and in all publications concerning the services funded under this Contract, ASO agrees to display and make known that the services were assisted under the auspices of Fulton County.

9.0 ASSIGNMENT OF CONTRACT

ASO 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, 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

11.1 CIVIL RIGHTS ACT OF 1964 (AS AMENDED)

ASO 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

ASO 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 ASO its agents, employees, officers and directors. ASO 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 ASO'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 ASO, 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 ASO's duly authorized representatives.

In the event of any material change or modification in ASO's Contract or any contract with any other funding source during the course of this Contract, ASO shall immediately notify the Department of Arts & Culture of such change. Nothing herein shall preclude ASO to pursue contract extensions with the County for subsequent years, with the approval of additional funding by the Board of Commissioners.

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.

15.0 NOTICES

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

To Fulton County:

Fulton County Department of Arts and Culture
141 Pryor Street, Suite 2030
Atlanta, Georgia 30303

Copy to:

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

To Alpharetta Symphony Orchestra:

PO Box 5003
Alpharetta, GA 30023

IN WITNESS WHEREOF, each party attest that the individual(s) executing the Contract in 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.

Alpharetta Symphony Orchestra

Attest:

Name, Board Chair
Name of Organization

(Signature)

Name

Executive Director
Title

(Seal)

Fulton County, Georgia

Attest:

Robert L. Pitts, Chair
Board of Commissioners

Tonya Grier,
Clerk to the Commission (Seal)

Approved as to Content:

Approved as to Form:

David Manuel, Director
Department of Arts & Culture

Office of the County Attorney

ATTACHMENT “A”

SCOPE OF WORK

ALPHARETTA SYMPHONY ORCHESTRA, INC.

In consideration of the not to exceed amount of NINE THOUSAND DOLLARS (\$9,000.00) allocated to ASO, ASO agrees to perform services and provide the following program administration.

A. Program Administration and Evaluation

1. ASO agrees to provide arts and cultural services on a scheduled basis during regular hours for the benefit of the general public.

To support operations to implement ASO’s music programs and help cover items such as staff salaries, insurance, and accounting.

- To present 5-6 symphony concerts in 2023, low-cost/free, targeting residents in N. Fulton, located at Alpharetta Methodist (Feb, Apr, Sep, Nov 2023), Brooke Street Park (May 2023), and TBD (Dec 2023). The orchestra season runs Aug-May.
- To provide low-cost orchestral education through the Alpharetta Symphony Youth Orchestra (ages 10-18) from Aug-May and present 4 low-cost/free concerts at Preston Ridge Community Center or Alpharetta Methodist (Mar, May, Oct, and Dec 2023).
- To perform approximately 10, low-cost/free, chamber ensemble outreach concerts to assisted living centers/schools in 2023.
- To hold 2 free musical workshops/masterclasses for children in 2023 at the Alpharetta Arts Center and/or Preston Ridge Community Center.

B. Recognition of Support Requirements

1. Logo and Credit Requirements

ASO will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast, and electronic formats for the contracted services.

2. Logo and Credit Line Usage

ASO must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- I. The Fulton County logo consists of a tree enclosed by a circle, which includes the words “Fulton County” at the bottom. The image cannot be separated, distorted, or altered in any way.
- II. Adhere to the “Fulton County Logo 2023, Usage Guidelines.”
- III. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- IV. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- V. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

"Major funding for this organization is provided by the Fulton County Board of Commissioners."
- VI. MEG agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as “Fulton County, Atlanta, Georgia.”

C. Fulton County Support Recognition

ASO agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- I. When ASO lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, MEG agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- II. ASO agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- III. When the County is the single largest supporter of ASO’s programs, ASO agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.

- IV. ASO agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- V. ASO agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

A. Verbal Acknowledgment

ASO agrees to give verbal acknowledgment to Fulton County by using the credit line listed above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services.

B. Publications and Promotional Materials

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCDAC Director, FCDAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCDAC Director, FCDAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCDAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to NBAF at the beginning of the contract cycle or any updates distributed by FCDAC during the contract period.

C. Contract funding will be paid out in one disbursement.

https://fc0365.sharepoint.com/sites/CountyAttorney/CACContracts/Arts/Arts 2023 Special Projects BOC Awards/ASO contract_6.26.23.docx

**STATE OF GEORGIA
COUNTY OF FULTON**

CONTRACT

**BETWEEN FULTON COUNTY, GEORGIA AND
JOHNS CREEK SYMPHONY ORCHESTRA, INC.**

THIS CONTRACT, entered into this _____ day of _____, 2023, between FULTON COUNTY, a political subdivision of the state of Georgia (hereinafter referred to as “Fulton County” or the “County”), and JOHNS CREEK SYMPHONY ORCHESTRA, INC. located at 11877 Douglas Rd, Johns Creek, GA 30005 (hereinafter referred to as “JCSO”), and collectively the “Parties.”

WITNESSETH THAT:

WHEREAS, Fulton County, through its Department of Arts & Culture has determined a need for arts and related services in Fulton County; and

WHEREAS, Fulton County, through its Department of Arts & Culture, has determined that these services can best be performed by a non-profit, tax exempt 501(c)(3) entity; and

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 into contracts for services with individuals, organizations and institutions, for purely charitable reasons to include humanities and educational purposes, provided that the activities funded by any such contributions shall take place within the county making the contribution; and

WHEREAS, JCSO is a Georgia non-profit, tax exempt 501(c)(3) organization that has a mission to connect people, the arts, and related services being funded under this Contract; and

WHEREAS, the Board of Commissioners, through the approval of the County’s budget for 2023, authorized and designated \$20,000.00 to the JCSO to provide arts and related services for the citizens of Fulton County; and

WHEREAS, JCSO guarantees, by and through this Contract, that it shall expend the funds under this Contract for arts programming and arts educational services consistent with its mission and non-profit status only, deriving no profit to the organization and on activities consistent with the Contract provisions outlined in Section 1.0 and Attachment “A” hereunder and such activities shall take place within the County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other

good and valuable consideration, the parties hereto agree as follows:

1.0 STATEMENT OF WORK

The County shall provide financial assistance in an amount not to exceed **\$20,000.00** to JCSO to provide expanded programmatic resources to promote awareness and appreciation of the arts through programs and related activities in Fulton County.

2.0 COMPENSATION FOR SERVICES AND WORK

Funding for the services and work described in Section 1.0 herein, and in Attachment “A” shall be as follows: The total amount payable to JCSO per the terms and execution of this Contract is not to exceed Twenty Thousand Dollars (**\$20,000.00**).

Such payments shall be made upon execution of this Contract in one lump sum.

Johns Creek Symphony Orchestra (JCSO) shall submit all necessary documentation to the Fulton County Department of Arts and Culture (“FCDAC”) as required in Attachment “A,” Scope of Work. This documentation shall be submitted to staff identified by the Director of Arts and Culture, the Contracts for Services team within the Department of Arts & Culture.

3.0 TERM OF AGREEMENT

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, unless otherwise extended in writing or terminated by the County. JCSO shall be eligible for reimbursement costs which are included within the scope of Sections 1.0 and 2.0 and Attachment “A” of this Contract. However, unless good cause is shown, should JCSO not have displayed significant action toward this Contract and its Scope of Work prior to the sixth (6th) month anniversary of the signing of this Contract, then said Contract shall be deemed void and any and all funds not expended or obligated toward said Contract shall be immediately returned to the County.

4.0 TERMINATION OF AGREEMENT

4.1 TERMINATION OF AGREEMENT FOR CAUSE

Either County or JCSO may terminate this Agreement in the event the other party fails to perform in a timely and proper manner its obligations 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 specifying the reasons for such intention to terminate or suspend the Agreement. The party receiving such notice under this provision shall have ten (10) days after receipt of service of the notice to correct the violation or cease the delay to the satisfaction of the aggrieved party. If such arrangements are not made, the Agreement shall, upon expiration of said ten (10) days, be suspended or terminated without further notice. Upon such suspension or termination, JCSO will be compensated

by the County for expenses deemed by the County to be due and reasonable. Notice of termination shall be delivered by hand delivery or certified mail with receipt for delivery returned to the sender.

4.2 TERMINATION FOR CONVENIENCE OF THE COUNTY

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

5.0 RECORDS, REPORTS AND AUDITS

The JCSO 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. JCSO's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County laws, rules and regulations.

6.0 INSPECTION OF FILES AND RECORDS

Fulton County Department of Arts & Culture shall at all reasonable times have access to the pertinent offices and books and records of JCSO for inspection of the activities performed and expenses incurred under this Contract.

7.0 REVERSION OF ASSETS & EQUIPMENT

Upon expiration or termination of this Contract, JCSO shall transfer to the County any County funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of County funds.

Further, in the event that JCSO should sell or otherwise dispose of any property acquired with Fulton County funds, the manner of said disposition shall result in the County being reimbursed in an amount of the current fair market value of the property at that time less any portion of the value attributable to expenditures of non-Fulton County funds. In the event that such sale or disposition occurs more than ten (10) years after expiration or termination of this Contract, such reimbursement shall not be required.

8.0 COPYRIGHT AND PUBLICITY

No report or other document produced in whole or in part under this Contract shall be the subject of an application for copyright or considered to be trade secret by or on behalf of JCSO without the prior written consent of the County. All such reports or other documents shall become and be deemed the property of the County and title therein shall vest in the County. The document shall

also be subject to the Georgia Open Records Act, unless exempt.

Further, any favorable publicity given to the services provided in Attachment A must identify Fulton County prominently as a sponsoring agency. Specifically, at all places of, and in all publications concerning these services funded under this Contract, JCSO agrees to display and make known that the services were assisted under the auspices of Fulton County.

9.0 ASSIGNMENT OF CONTRACT

JCSO 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, 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

11.1 CIVIL RIGHTS ACT OF 1964 (AS AMENDED)

JCSO 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

JCSO 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 JCSO its agents, employees, officers and directors. JCSO 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 JCSO'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 JCSO, 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 JCSO's duly authorized representatives.

In the event of any material change or modification in JCSO's Contract or any contract with any other funding source during the course of this Contract, JCSO shall immediately notify the Department of Arts & Culture of such change. Nothing herein shall preclude JCSO to pursue contract extensions with the County for subsequent years, with the approval of additional funding by the Board of Commissioners.

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.

15.0 NOTICES

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

To Fulton County:

Fulton County Department of Arts and Culture
141 Pryor Street, Suite 2030
Atlanta, Georgia 30303

Copy to:

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

To Johns Creek Symphony Orchestra:

11877 Douglas Rd
Johns Creek, GA 30005

IN WITNESS WHEREOF, each party attest that the individual(s) executing the Contract in 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.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

**JOHNS CREEK SYMPHONY
ORCHESTRA, INC.**

Attest:

Name, Board Chair
Johns Creek Symphony Orchestra, Inc.

(Signature)

Name

Executive Director
Title

(Seal)

Fulton County, Georgia

Attest:

Robert L. Pitts
Chairman of the Board of Commissioners

Tonya Grier,
Clerk to the Commission (Seal)

Approved as to Content:

Approved as to Form:

David Manuel, Director
Department of Arts & Culture

Office of the County Attorney

ATTACHMENT “A”

SCOPE OF WORK

JOHNS CREEK SYMPHONY ORCHESTRA, INC.

In consideration of the not to exceed amount of TWENTY THOUSAND DOLLARS (\$20,000.00) allocated to JCSO, JCSO agrees to perform services and provide the following program administration.

A. Program Administration and Evaluation

1. JCSO agrees to provide arts and cultural services on a scheduled basis during regular hours for the benefit of the general public.
2. JCSO agrees to:
Present one (1) major public concert in Johns Creek targeting residents of greater north Fulton County on Saturday, November 18, 2023 featuring violinist Kevin Zhu. The concert will take place at the Johns Creek United Methodist Church, 11180 Medlock Bridge Road in Johns Creek. This program will engage the services of up-and-coming young American violinist Kevin Zhu, who will be performing Bruch’s Scottish Fantasy.

B. Recognition of Support Requirements

1. Logo and Credit Requirements

JCSO will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast, and electronic formats for the contracted services.

2. Logo and Credit Line Usage

JCSO must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- I. The Fulton County logo consists of a tree enclosed by a circle, which includes the words “Fulton County” at the bottom. The image cannot be separated, distorted, or altered in any way.
- II. Adhere to the “Fulton County Logo 2023, Usage Guidelines.”
- III. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other

fundere, including other private, corporate, individual or foundation sources.

- IV. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- V. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

"Major funding for this organization is provided by the Fulton County Board of Commissioners."

- VI. JCSO agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

C. Fulton County Support Recognition

JCSO agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- I. When JCSO lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, JCSO agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- II. JCSO agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- III. When the County is the single largest supporter of JCSO's programs, JCSO agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- IV. JCSO agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- V. JCSO agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

A. Verbal Acknowledgment

JCSO agrees to give verbal acknowledgment to Fulton County by using the credit line listed above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services.

B. Publications and Promotional Materials

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCDAC Director, FCDAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCDAC Director, FCDAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCDAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to NBAF at the beginning of the contract cycle or any updates distributed by FCDAC during the contract period.

C. Contract funding will be paid out in one disbursement.

https://fc0365.sharepoint.com/sites/CountyAttorney/CACContracts/Arts/Arts 2023 Special Projects BOC Awards/JCSO contract_6.26.23.docx

**STATE OF GEORGIA
COUNTY OF FULTON**

CONTRACT

**BETWEEN FULTON COUNTY, GEORGIA AND
MUSIC EDUCATION GROUP, INC.**

THIS CONTRACT, entered into this ____ day of _____, 2023, between FULTON COUNTY, a political subdivision of the state of Georgia (hereinafter referred to as “Fulton County” or the “County”), and THE MUSIC EDUCATION GROUP, INC., located at 270 Lawrence Place, Atlanta, GA 30349 (hereinafter referred to as “MEG”), and collectively the “Parties.”

WITNESSETH THAT:

WHEREAS, Fulton County, through its Department of Arts & Culture has determined a need for arts and related services in Fulton County; and

WHEREAS, Fulton County, through its Department of Arts & Culture, has determined that these services can best be performed by a non-profit, tax exempt 501(c)(3) entity; and

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 into contracts for services with individuals, organizations and institutions, for purely charitable reasons to include humanities and educational purposes, provided that the activities funded by any such contributions shall take place within the county making the contribution; and

WHEREAS, MEG is a Georgia non-profit, tax exempt 501(c)(3) organization that has a mission to connect people, the arts, and related services being funded under this Contract; and

WHEREAS, the Board of Commissioners, through the approval of the County’s budget for 2023, authorized and designated \$75,000.00 to the MEG to provide arts and related services for the citizens of Fulton County; and

WHEREAS, MEG guarantees, by and through this Contract, that it shall expend the funds under this Contract for arts programming and arts educational services consistent with its mission and non-profit status only, deriving no profit to the organization and on activities consistent with the Contract provisions outlined in Section 1.0 and Attachment “A” hereunder and such activities shall take place within the County.

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

1.0 STATEMENT OF WORK

The County shall provide financial assistance in an amount not to exceed **\$75,000.00** to MEG to provide expanded programmatic resources to promote awareness and appreciation of the arts through programs and related activities in Fulton County.

2.0 COMPENSATION FOR SERVICES AND WORK

Funding for the services and work described in Section 1.0 herein, and in Attachment “A” shall be as follows: The total amount payable to MEG per the terms and execution of this Contract is not to exceed Seventy-Five Thousand Dollars (**\$75,000.00**).

Such payments shall be made upon execution of this Contract in one lump sum.

3.0 TERM OF AGREEMENT

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, unless otherwise extended in writing or terminated by the County. MEG shall be eligible for reimbursement costs which are included within the scope of Sections 1.0 and 2.0 and Attachment “A” of this Contract. However, unless good cause is shown, should MEG not have displayed significant action toward this Contract and its Scope of Work prior to the sixth (6th) month anniversary of the signing of this Contract, then said Contract shall be deemed void and any and all funds not expended or obligated toward said Contract shall be immediately returned to the County.

4.0 TERMINATION OF AGREEMENT

4.1 TERMINATION OF AGREEMENT FOR CAUSE

Either County or MEG may terminate this Agreement in the event the other party fails to perform in a timely and proper manner its obligations 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 specifying the reasons for such intention to terminate or suspend the Agreement. The party receiving such notice under this provision shall have ten (10) days after receipt of service of the notice to correct the violation or cease the delay to the satisfaction of the aggrieved party. If such arrangements are not made, the Agreement shall, upon expiration of said ten (10) days, be suspended or terminated without further notice. Upon such suspension or termination, MEG will be compensated by the County for expenses deemed by the County to be due and reasonable. Notice of termination shall be delivered by hand delivery or certified mail with receipt for delivery returned to the sender.

4.2 TERMINATION FOR CONVENIENCE OF THE COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by giving at least thirty (30) days prior notice in writing (hand

delivery or certified mail with receipt) to MEG.

5.0 RECORDS, REPORTS AND AUDITS

The MEG 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. MEG's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County laws, rules and regulations.

6.0 INSPECTION OF FILES AND RECORDS

Fulton County Department of Arts & Culture shall at all reasonable times have access to the pertinent offices and books and records of MEG for inspection of the activities performed and expenses incurred under this Contract.

7.0 REVERSION OF ASSETS & EQUIPMENT

Upon expiration or termination of this Contract, MEG shall transfer to the County any County funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of County funds.

Further, in the event that MEG should sell or otherwise dispose of any property acquired with Fulton County funds, the manner of said disposition shall result in the County being reimbursed in an amount of the current fair market value of the property at that time less any portion of the value attributable to expenditures of non-Fulton County funds. In the event that such sale or disposition occurs more than ten (10) years after expiration or termination of this Contract, such reimbursement shall not be required.

8.0 COPYRIGHT AND PUBLICITY

No report or other document produced in whole or in part under this Contract shall be the subject of an application for copyright or considered to be trade secret by or on behalf of MEG without the prior written consent of the County. All such reports or other documents shall become and be deemed the property of the County and title therein shall vest in the County. The document shall also be subject to the Georgia Open Records Act, unless exempt.

Further, any favorable publicity given to the services provided in Attachment A must identify Fulton County prominently as a sponsoring agency. Specifically, at all places of, and in all publications concerning the services funded under this Contract, MEG agrees to display and make known that the services were assisted under the auspices of Fulton County.

9.0 ASSIGNMENT OF CONTRACT

MEG 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, 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

11.1 CIVIL RIGHTS ACT OF 1964 (AS AMENDED)

MEG 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

MEG 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 MEG its agents, employees, officers and directors. MEG 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 MEG'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 MEG, 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 MEG's duly authorized representatives.

In the event of any material change or modification in MEG's Contract or any contract with any other funding source during the course of this Contract, MEG shall immediately notify the Department of Arts & Culture of such change. Nothing herein shall preclude MEG to pursue contract extensions with the County for subsequent years, with the approval of additional funding by the Board of Commissioners.

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.

15.0 NOTICES

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

To Fulton County:

Fulton County Department of Arts and Culture
141 Pryor Street, Suite 2030
Atlanta, Georgia 30303

Copy to:

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

To Music Education Group:

270 Lawrence Pl, Atlanta,
GA 30349

IN WITNESS WHEREOF, each party attest that the individual(s) executing the Contract in 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.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

MUSIC EDUCATION GROUP, INC.

Attest:

Name, Board Chair

(Signature)

Name

Executive Director

Title

(Signature)

(Seal)

Fulton County, Georgia

Attest:

Robert L. Pitts, Chair
Board of Commissioners

Tonya Grier,
Clerk to the Commission

(Seal)

Approved as to Content:

Approved as to Form:

David Manuel, Director
Department of Arts & Culture

Office of the County Attorney

ATTACHMENT “A”

SCOPE OF WORK

MUSIC EDUCATION GROUP, INC.

In consideration of the not to exceed amount of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) allocated to MEG, MEG agrees to perform services and provide the following program and activities:

A. Program Administration

1. MEG agrees to provide music education programs on a scheduled basis during regular hours for the benefit of the general public.
2. MEG agrees to maintain its status as a non-profit organization and, with its revenue, continue to promote arts education, cultural education and activities and community arts outreach for the benefit of the public.
3. MEG will use funding provided to cover operational cost including administrative expenses, salaries, marketing, software support, and equipment purchases.

B. Recognition of Support Requirements

1. Logo and Credit Requirements

MEG will recognize the County’s support by using the updated Fulton County Government logo and credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast, and electronic formats for the contracted services.

2. Logo and Credit Line Usage

MEG must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- I. The Fulton County logo consists of a tree enclosed by a circle, which includes the words “Fulton County” at the bottom. The image cannot be separated, distorted, or altered in any way.
- II. Adhere to the “Fulton County Logo 2023, Usage Guidelines.”
- III. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- IV. The logo should be surrounded by as much clear space as possible. A

minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.

- V. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

"Major funding for this organization is provided by the Fulton County Board of Commissioners."

- VI. MEG agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

C. Fulton County Support Recognition

MEG agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- I. When MEG lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, MEG agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- II. MEG agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- III. When the County is the single largest supporter of MEG's programs, MEG agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- IV. MEG agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.

A. Verbal Acknowledgment

MEG agrees to give verbal acknowledgment to Fulton County by using the credit line listed above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services.

B. Contract funding will be paid out in one disbursement

**STATE OF GEORGIA
COUNTY OF FULTON**

CONTRACT

**BETWEEN FULTON COUNTY, GEORGIA AND
MUSIC SOUTH CORPORATION**

THIS CONTRACT, entered into this ____ day of _____, 2023, between FULTON COUNTY, a political subdivision of the state of Georgia (hereinafter referred to as “Fulton County” or the “County”), and MUSIC SOUTH CORPORATION (MSC) d/b/a AFRICAN AMERICAN PHILHARMONIC ORCHESTRA & CHORALE located at 2565 Thornton Drive, Atlanta, GA 30349 (hereinafter referred to as “MSC”), and collectively the “Parties.”

WITNESSETH THAT:

WHEREAS, Fulton County, through its Department of Arts & Culture has determined a need for arts and related services in Fulton County; and

WHEREAS, Fulton County, through its Department of Arts & Culture, has determined that these services can best be performed by a non-profit, tax exempt 501(c)(3) entity; and

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 into contracts for services with individuals, organizations and institutions, for purely charitable reasons to include humanities and educational purposes, provided that the activities funded by any such contributions shall take place within the county making the contribution; and

WHEREAS, MSC is a Georgia non-profit, tax exempt 501(c)(3) organization that has a mission to connect people, the arts, and related services being funded under this Contract; and

WHEREAS, the Board of Commissioners, through the approval of the County’s budget for 2023, authorized and designated \$15,000.00 to the MSC to provide arts and related services for the citizens of Fulton County; and

WHEREAS, MSC guarantees, by and through this Contract, that it shall expend the funds under this Contract for arts programming and arts educational services consistent with its mission and non-profit status only, deriving no profit to the organization and on activities consistent with the Contract provisions outlined in Section 1.0 and Attachment “A” hereunder and such activities shall take place within the County.

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

1.0 STATEMENT OF WORK

The County shall provide financial assistance in an amount not to exceed **\$15,000.00** to MSC to provide expanded programmatic resources to promote awareness and appreciation of the arts through programs and related activities in Fulton County.

2.0 COMPENSATION FOR SERVICES AND WORK

Funding for the services and work described in Section 1.0 herein, and in Attachment “A” shall be as follows: The total amount payable to MSC per the terms and execution of this Contract is not to exceed Fifteen Thousand Dollars (**\$15,000.00**).

Such payments shall be made upon execution of this Contract in one lump sum.

Music South Corporation d.b.a. African American Philharmonic Orchestra & Chorale (MSC) shall submit all necessary documentation to the Fulton County Department of Arts and Culture (“FCDAC”) as required in Attachment “A,” Scope of Work. This documentation shall be submitted to staff identified by the Director of Arts and Culture, the Contracts for Services team within the Department of Arts & Culture.

3.0 TERM OF AGREEMENT

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, unless otherwise extended in writing or terminated by the County. MSC shall be eligible for reimbursement costs which are included within the scope of Sections 1.0 and 2.0 and Attachment “A” of this Contract. However, unless good cause is shown, should MSC not have displayed significant action toward this Contract and its Scope of Work prior to the sixth (6th) month anniversary of the signing of this Contract, then said Contract shall be deemed void and any and all funds not expended or obligated toward said Contract shall be immediately returned to the County.

4.0 TERMINATION OF AGREEMENT

4.1 TERMINATION OF AGREEMENT FOR CAUSE

Either County or MSC may terminate this Agreement in the event the other party fails to perform in a timely and proper manner its obligations 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 specifying the reasons for such intention to terminate or suspend the Agreement. The party receiving such notice under this provision shall have ten (10) days after receipt of service of the notice to correct the violation or cease the delay to the satisfaction of the aggrieved party. If such arrangements are not made,

the Agreement shall, upon expiration of said ten (10) days, be suspended or terminated without further notice. Upon such suspension or termination, MSC will be compensated by the County for expenses deemed by the County to be due and reasonable. Notice of termination shall be delivered by hand delivery or certified mail with receipt for delivery returned to the sender.

4.2 TERMINATION FOR CONVENIENCE OF THE COUNTY

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

5.0 RECORDS, REPORTS AND AUDITS

The MSC 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. MSC's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County laws, rules and regulations.

6.0 INSPECTION OF FILES AND RECORDS

Fulton County Department of Arts & Culture shall at all reasonable times have access to the pertinent offices and books and records of MSC for inspection of the activities performed and expenses incurred under this Contract.

7.0 REVERSION OF ASSETS & EQUIPMENT

Upon expiration or termination of this Contract, MSC shall transfer to the County any County funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of County funds.

Further, in the event that MSC should sell or otherwise dispose of any property acquired with Fulton County funds, the manner of said disposition shall result in the County being reimbursed in an amount of the current fair market value of the property at that time less any portion of the value attributable to expenditures of non-Fulton County funds. In the event that such sale or disposition occurs more than ten (10) years after expiration or termination of this Contract, such reimbursement shall not be required.

8.0 COPYRIGHT AND PUBLICITY

No report or other document produced in whole or in part under this Contract shall be the subject of an application for copyright or considered to be trade secret by or on behalf of MSC without

the prior written consent of the County. All such reports or other documents shall become and be deemed the property of the County and title therein shall vest in the County. The document shall also be subject to the Georgia Open Records Act, unless exempt.

Further, any favorable publicity given to the services provided in Attachment A must identify Fulton County prominently as a sponsoring agency. Specifically, at all places of, and in all publications concerning the services funded under this Contract, MSC agrees to display and make known that the services were assisted under the auspices of Fulton County.

9.0 ASSIGNMENT OF CONTRACT

MSC 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, 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

11.1 CIVIL RIGHTS ACT OF 1964 (AS AMENDED)

MSC 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

MEG 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 MSC its agents, employees, officers and directors. MSC 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 MSC'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 MSC, 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 MSC's duly authorized representatives.

In the event of any material change or modification in MSC's Contract or any contract with any other funding source during the course of this Contract, MSC shall immediately notify the Department of Arts & Culture of such change. Nothing herein shall preclude MSC to pursue contract extensions with the County for subsequent years, with the approval of additional funding by the Board of Commissioners.

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.

15.0 NOTICES

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

To Fulton County:

Fulton County Department of Arts and Culture
141 Pryor Street, Suite 2030
Atlanta, Georgia 30303

Copy to:

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

To Music South Corporation d.b.a.

African American Philharmonic Orchestra & Chorale:
2565 Thornton Drive,
Atlanta, GA 30349

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each party attest that the individual(s) executing the Contract in 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.

**MUSIC SOUTH CORPORATION (MSC)
d/b/a AFRICAN AMERICAN
PHILHARMONIC ORCHESTRA & CHORALE**

Attest:

Name, Board Chair
Music South Corporation

(Signature)

Name

Executive Director
Title

(Seal)

Fulton County, Georgia

Attest:

Robert L. Pitts, Chair
Board of Commissioners

Tonya Grier,
Clerk to the Commission(Seal)

Approved as to Content:

Approved as to Form:

David Manuel, Director
Department of Arts & Culture

Office of the County Attorney

ATTACHMENT “A”

SCOPE OF WORK

MUSIC SOUTH CORPORATION (MSC)

In consideration of the not to exceed amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00) allocated to MSC, MSC agrees to perform services and provide the following program administration:

A. Program Administration and Evaluation

1. MSC agrees to provide arts and cultural services on a scheduled basis during regular hours for the benefit of the general public.
2. MSC present a community concert series.

B. Recognition of Support Requirements

1. Logo and Credit Requirements

MSC will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast, and electronic formats for the contracted services.

2. Logo and Credit Line Usage

MSC must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- I. The Fulton County logo consists of a tree enclosed by a circle, which includes the words “Fulton County” at the bottom. The image cannot be separated, distorted, or altered in any way.
- II. Adhere to the “Fulton County Logo 2023, Usage Guidelines.”
- III. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- IV. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.

- V. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

"Major funding for this organization is provided by the Fulton County Board of Commissioners."

- VI. MSC agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

C. Fulton County Support Recognition

MSC agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- I. When MSC lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, MSC agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- II. MSC agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- III. When the County is the single largest supporter of MSC's programs, MSC agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- IV. MSC agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.

A. Verbal Acknowledgment

MSC agrees to give verbal acknowledgment to Fulton County by using the credit line listed above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services.

B. Publications and Promotional Materials

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to

FCDAC Director, FCDAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCDAC Director, FCDAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCDAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to MSC at the beginning of the contract cycle or any updates distributed by FCDAC during the contract period.

C. Contract funding will be paid out in one disbursement.

<https://fc0365.sharepoint.com/sites/CountyAttorney/CACContracts/Arts/Arts 2023 Special Projects BOC Awards/MSA-African American Philharmonic.docx>

**STATE OF GEORGIA
COUNTY OF FULTON**

CONTRACT

**BETWEEN FULTON COUNTY, GEORGIA AND
Q PARKER LEGACY FOUNDATION, INC.**

THIS CONTRACT, entered into this _____ day of _____, 2023, between FULTON COUNTY, a political subdivision of the state of Georgia (hereinafter referred to as “Fulton County” or the “County”), and Q PARKER LEGACY FOUNDATION, INC. located at 1327 Boyd Ave NW, Suite A, Atlanta, GA, 30318 (hereinafter referred to as “QPLF”), and collectively the “Parties.”

WITNESSETH THAT:

WHEREAS, Fulton County, through its Department of Arts & Culture has determined a need for arts and related services in Fulton County; and

WHEREAS, Fulton County, through its Department of Arts & Culture, has determined that these services can best be performed by a non-profit, tax exempt 501(c)(3) entity; and

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 into contracts for services with individuals, organizations and institutions, for purely charitable reasons to include humanities and educational purposes, provided that the activities funded by any such contributions shall take place within the county making the contribution; and

WHEREAS, QPLF is a Georgia non-profit, tax exempt 501(c)(3) organization that has a mission to connect people, the arts, and related services being funded under this Contract; and

WHEREAS, the Board of Commissioners, through the approval of the County’s budget for 2023, authorized and designated \$15,000.00 to the QPLF to provide arts and related services for the citizens of Fulton County; and

WHEREAS, QPLF guarantees, by and through this Contract, that it shall expend the funds under this Contract for arts programming and arts educational services consistent with its mission and non-profit status only, deriving no profit to the organization and on activities consistent with the Contract provisions outlined in Section 1.0 and Attachment “A” hereunder and such activities shall take place within the County.

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

1.0 STATEMENT OF WORK

The County shall provide financial assistance in an amount not to exceed **\$15,000.00** to QPLF to provide expanded programmatic resources to promote awareness and appreciation of the arts through programs and related activities in Fulton County.

2.0 COMPENSATION FOR SERVICES AND WORK

Funding for the services and work described in Section 1.0 herein, and in Attachment “A” shall be as follows: The total amount payable to QPLF per the terms and execution of this Contract is not to exceed Fifteen Thousand Dollars (**\$15,000.00**).

Such payments shall be made upon execution of this Contract in one lump sum.

Q PARKER LEGACY FOUNDATION (QPLF) shall submit all necessary documentation to the Fulton County Department of Arts and Culture (“FCDAC”) as required in Attachment “A,” Scope of Work. This documentation shall be submitted to staff identified by the Director of Arts and Culture, the Contracts for Services team within the Department of Arts & Culture.

3.0 TERM OF AGREEMENT

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, unless otherwise extended in writing or terminated by the County. QPLF shall be eligible for reimbursement costs which are included within the scope of Sections 1.0 and 2.0 and Attachment “A” of this Contract. However, unless good cause is shown, should QPLF not have displayed significant action toward this Contract and its Scope of Work prior to the sixth (6th) month anniversary of the signing of this Contract, then said Contract shall be deemed void and any and all funds not expended or obligated toward said Contract shall be immediately returned to the County.

QPLF further agrees to maintain for the life of this Contract such insurance as shall fully protect the County. Such requirements are attached hereto and made a part hereof as Attachment “B.”

4.0 TERMINATION OF AGREEMENT

4.1 TERMINATION OF AGREEMENT FOR CAUSE

Either County or QPLF may terminate this Agreement in the event the other party fails to perform in a timely and proper manner its obligations 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 specifying the reasons for such intention to terminate or suspend the Agreement. The party receiving such notice under this provision

shall have ten (10) days after receipt of service of the notice to correct the violation or cease the delay to the satisfaction of the aggrieved party. If such arrangements are not made, the Agreement shall, upon expiration of said ten (10) days, be suspended or terminated without further notice. Upon such suspension or termination, QPLF will be compensated by the County for expenses deemed by the County to be due and reasonable. Notice of termination shall be delivered by hand delivery or certified mail with receipt for delivery returned to the sender.

4.2 TERMINATION FOR CONVENIENCE OF THE COUNTY

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

5.0 RECORDS, REPORTS AND AUDITS

The QPLF 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. QPLF's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County laws, rules and regulations.

6.0 INSPECTION OF FILES AND RECORDS

Fulton County Department of Arts & Culture shall at all reasonable times have access to the pertinent offices and books and records of QPLF for inspection of the activities performed and expenses incurred under this Contract.

7.0 REVERSION OF ASSETS & EQUIPMENT

Upon expiration or termination of this Contract, QPLF shall transfer to the County any County funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of County funds.

Further, in the event that QPLF should sell or otherwise dispose of any property acquired with Fulton County funds, the manner of said disposition shall result in the County being reimbursed in an amount of the current fair market value of the property at that time less any portion of the value attributable to expenditures of non-Fulton County funds. In the event that such sale or disposition occurs more than ten (10) years after expiration or termination of this Contract, such reimbursement shall not be required.

8.0 COPYRIGHT AND PUBLICITY

No report or other document produced in whole or in part under this Contract shall be the subject of an application for copyright or considered to be trade secret by or on behalf of QPLF without the prior written consent of the County. All such reports or other documents shall become and be deemed the property of the County and title therein shall vest in the County. The document shall also be subject to the Georgia Open Records Act, unless exempt.

Further, any favorable publicity given to the services provided in Attachment A must identify Fulton County prominently as a sponsoring agency. Specifically, at all places of, and in all publications concerning the services funded under this Contract, QPLF agrees to display and make known that the services were assisted under the auspices of Fulton County.

9.0 ASSIGNMENT OF CONTRACT

QPLF 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, 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

11.1 CIVIL RIGHTS ACT OF 1964 (AS AMENDED)

QPLF 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

QPLF 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 QPLF its agents, employees, officers and directors. QPLF 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 QPLF'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 QPLF, 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 QPLF's duly authorized representatives.

In the event of any material change or modification in QPLF's Contract or any contract with any other funding source during the course of this Contract, QPLF shall immediately notify the Department of Arts & Culture of such change. Nothing herein shall preclude QPLF to pursue contract extensions with the County for subsequent years, with the approval of additional funding by the Board of Commissioners.

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.

15.0 NOTICES

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

To Fulton County:

Fulton County Department of Arts and Culture
141 Pryor Street, Suite 2030
Atlanta, Georgia 30303

Copy to:

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

To Q Parker Legacy Foundation:

1327 Boyd Ave NW, Ste A,
Atlanta, GA, 30318, USA

IN WITNESS WHEREOF, each party attest that the individual(s) executing the Contract in 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.

**Q PARKER LEGACY
FOUNDATION, INC.**

Attest:

Name, Board Chair
Name of Organization

(Signature)

Name

Executive Director
Title

(Seal)

Fulton County, Georgia

Attest:

Robert L. Pitts, Chair
Board of Commissioners

Tonya Grier,
Clerk to the Commission(Seal)

Approved as to Content:

Approved as to Form:

David Manuel, Director
Department of Arts & Culture

Office of the County Attorney

ATTACHMENT “A”

SCOPE OF WORK

Q PARKER LEGACY FOUNDATION, INC.

In consideration of the not to exceed amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00) allocated to QPLF, QPLF agrees to perform services and provide the following program administration:

A. Program Administration and Evaluation

1. QPLF agrees to provide arts and cultural services on a scheduled basis during regular hours for the benefit of the general public.
2. QPLF agrees to offer a summer music camp for teen vocalist and producers ages 13-17. (June 20-June30)

B. Recognition of Support Requirements

1. Logo and Credit Requirements

QPLF will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast, and electronic formats for the contracted services.

2. Logo and Credit Line Usage

QPLF must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- I. The Fulton County logo consists of a tree enclosed by a circle, which includes the words “Fulton County” at the bottom. The image cannot be separated, distorted, or altered in any way.
- II. Adhere to the “Fulton County Logo 2023, Usage Guidelines.”
- III. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- IV. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.

- V. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

“Major funding for this organization is provided by the Fulton County Board of Commissioners.”

- VI. QPLF agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as “Fulton County, Atlanta, Georgia.”

C. Fulton County Support Recognition

QPLF agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- I. When QPLF lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, QPLF agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- II. QPLF agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- III. When the County is the single largest supporter of QPLF’s programs, QPLF agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- IV. QPLF agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- V. QPLF agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County’s support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

A. Verbal Acknowledgment

QPLF agrees to give verbal acknowledgment to Fulton County by using the credit line listed above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services.

B. Publications and Promotional Materials

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCDAC Director, FCDAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCDAC Director, FCDAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCDAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to QPLF at the beginning of the contract cycle or any updates distributed by FCDAC during the contract period.

C. Contract funding will be paid out in one disbursement.

https://fc0365.sharepoint.com/sites/CountyAttorney/CACContracts/Arts/Arts 2023 Special Projects BOC Awards/Q Parker Legacy Foundation contract_6.26.23.docx



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0460

Meeting Date: 7/12/2023

Department

Senior Services

Requested Action

Request approval to increase the spending authority - Senior Services, 23RFP137278A-CJC - Comprehensive Nutrition Care in an amount not to exceed \$1,134,963.80 with Open Hand Atlanta, Inc. (Atlanta, GA) to provide congregate and home delivered meals, meal delivery, nutrition education and nutrition counseling for Fulton County residents aged 60 and above. Effective upon BOC approval.

Requirement for Board Action

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item

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 recommends approval to increase the spending authority of the existing contract with Open Hand Atlanta, Inc. This amount is based on the FY23 non-recurring home delivered meals enhancement of \$500,000.00 and additional Atlanta Regional Commissioner OAA grant funding in the amount of \$634,963.80. This contract provides congregate, and home delivered meals, meal delivery, nutrition education and nutrition counseling for Fulton County residents aged 60 and above.

Scope of Work: The Department of Senior of Services is the county-based agency designated to provide Older Americans Act services within Fulton County. The department is responsible for the planning and coordination of Case Management, Congregate Meals (Neighborhood Senior Center), Home Delivered Meals, In-Home Services, and Transportation. The contract covers the preparation and delivery of congregate meals to Neighborhood Senior Centers, Home Delivered Meals to the homes of seniors, nutrition education and counseling at Neighborhood Senior Centers and telephonically and the provision of nutrition education material for home delivered meals participants.

Community Impact: This spending authority increase will provide continued meal services to over 1200 seniors aged 60 and above.

Department Recommendation: The Department of Senior Services recommends approval.

Project Implications: Georgia has the 11th fastest growing 60 plus population and the 10th fastest growing 85 plus population in the United States between years 2010-2030 (Source: Census 2010). This service is part of the Home and Community based services program, allows seniors to age at home and remain a part of their community.

Community Issues/Concerns: There are no community issues/concerns regarding this item.

Department Issues/Concerns: The Department has no issues/concerns regarding this item.

Contract Modification

| Current Contract History | BOC Item | Date | Dollar Amount |
|------------------------------------|----------|-----------|-----------------------|
| Original Award Amount | 23-0199 | 3/15/2023 | \$1,727,156.58 |
| Increase Spending Authority | | | \$1,134,963.80 |
| Total Revised Amount | | | \$2,862,120.38 |

Contract & Compliance Information

Contract Value: \$1,134,963.80

Prime Contractor: Open Hand Atlanta, Inc.

Prime Status: Non-Profit

Location: Atlanta, GA

County: Fulton County

Prime Value: \$1,017,343.80 or 94.30%

Subcontractor: Senior Services North Fulton

Subcontractor Status: Non-Profit

Location: Alpharetta, GA

County: Fulton County

Contract Value: \$50,000.00 or 2.70%

Subcontractor: South Fulton Senior Services, Inc.
Subcontractor Status: Non-Profit
Location: College Park, GA
County: Fulton County
Contract Value: \$67,620.00 or 3.00%

Total Contract Value: \$1,134,963.80 or 100.00%
Total Certified Value: Non-Profit

Exhibits Attached

Exhibit 1: FY23 Final Adopted Budget booklet
Exhibit 2: 1st Quarter Contractors Performance Report

Contact Information

Ladisa Onyiliogwu, Director, Department of Senior Services, 404-281-4042

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,727,156.58
Previous Adjustments: \$0.00
This Request: \$1,134,963.80
TOTAL: \$2,862,120.38

Grant Information Summary

Amount Requested: \$634,963.80
Match Required:
Start Date: 1/1/2023
End Date: 6/30/2023
Match Account \$:

Cash
 In-Kind
 Approval to Award
 Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

100-183-18HM-1160: General, Service Services, Aging - \$500,000.00

Funding Line 2:

461-183-AR23-1160: Grant, Service Services, Professional Services - \$634,963.80

| Key Contract Terms | |
|-----------------------------|---------------------------------|
| Start Date: 4/1/2023 | End Date: 12/31/2023 |
| Cost Adjustment: | Renewal/Extension Terms: |

Overall Contractor Performance Rating: 3.0

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2023

Report Period End:
6/30/2023



FULTON COUNTY GEORGIA

2023 FINAL ADOPTED BUDGET

JANUARY 18 2023

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General Fund

The FY2023 General Fund Proposed Budget is \$850 million, including approximately \$395 million allocated to personnel and \$455 million allocated to other operating expenditures. The FY2023 budget represents an estimated \$7 million decrease from the FY2022 adopted budget of \$857 million. This change is the result of multiple efforts including increases and decreases in revenue and expenditures.

The 2023 budget was balanced through a series of revenue and expenditure adjustments including but not limited to: elimination of credit card fee waiver, increasing revenue by 2%, reducing funding for vacant positions, elections and reducing the COVID-19 emergency reserve.

The budget is balanced with \$810 million in revenue, the use of \$40 million in fund balance, and operating expenditures of \$850 million. This leaves a fund balance of \$142 million, which represents 16.667% of total yearly expenditures as required by Fulton County's fund balance reserve policy.

The FY2023 General Fund Proposed Budget is designed to provide the necessary resources for sufficient levels of service within established financial constraints. Working within these financial constraints, along with guidelines received from Board of Commissioners, a rules-based criteria was developed for consistency, in order to fund as many needs as possible within the balanced budget. This approach results in many unmet requests, with the majority in the areas of Public Health and Public Safety. Without dismissing the efficacy of these requests, our Justice partners may present a separate appeal for a millage-based increase.

Budget Preparation and Process Changes

For FY2023 budget preparation, the County's Executive Team kept the Board of Commissioners informed and engaged beginning in the summer 2022 with a five-year outlook based on commitments, actions taken and known budgetary pressures. In addition to mid-year FY2022 updates and projections, monthly information updates were presented at the Board of Commissioner meetings. This process provided the Board with an opportunity to understand the direction and provide feedback concerning priorities during the FY2023 process. In tandem, the Executive Team accepted requests from county departments, agencies and stakeholders identifying costs required to maintain FY2022 service levels along with a variety of enhancements within personnel and other operations for expanding existing programs, funding new programs and initiatives and capital requests in the areas of equipment, facilities, vehicles, and technology. Based on discussion updates and guidance received from Board of Commissioners, various

scenarios were explored including increasing revenue projections, expenditure adjustments such as personnel and operating budget reductions, review of contracts, services and unfunding of services previously provided that did not have a designated recurring funding source.

The County Executive team discussed the above-mentioned scenarios and applied a rules-based approach. This approach included the prioritization of requests that were statutory, regulatory, or contractually driven increases. In addition, consideration was given to additional unavoidable expenditures including Board of Commissioner approved items. Requests based on new personnel staff, compensation adjustments, new programs or program expansions were outside of the rules-based criteria and are not recommended for funding. While allowing candid discussion among all stakeholders to present and explain the relationship between resources requested, existing commitments, and available funding for investment, this approach helped the Executive Team apply a consistent level of review.

Organizational Impacts

- The Department of Senior Services requested to transfer the Home Repair program to the Department of Community Development for administration and management. This proposal is not expected to have a budgetary impact in FY2023. It will simply reallocate existing resources from the Department of Senior Services to the Department of Community Development.
- The Executive Team will assess the possibility of consolidating resources associated with leasing and renting facilities in various departments' budgets to the Real Estate and Asset Management Department. If this assessment is completed and approved, the transfer will be reflected as part of the FY2023 Adopted Budget.
- The Executive Team plans to continue to optimize federal resources allocated to the County in response to the COVID-19 pandemic. A number of budget requests presented for *consideration* as part of the FY2023 budget will be funded through the use of these resources, as long as they meet all the eligibility criteria established by the U.S Treasury.
- The County is reallocating Police department personnel and operating budgetary resources to align with activities performed in the General fund and Fulton Industrial District fund.

Discussion of General Fund Revenue Assumptions

The total FY2023 General Fund revenue budget is \$810 million and was developed with the following assumptions and considerations.

- The County’s primary source of revenue is property tax. The FY2023 current year property tax revenue projection assumes a millage rate sufficient to cover appropriated revenue including a revenue increase of 2% of FY2022 revenue projection, as provided by the Board of Commissioners in their guidance on the budget. The final determination of the FY2023 millage rate by the Board of Commissioners will take place during the summer of 2023.
- The property tax revenue projection assumes a billable growth rate of 3% in billings. This growth rate is derived through a combination of reassessments and new construction.
- The FY2023 property tax revenue projection assumes a 96% collection rate, in line with historical trends.
- The revenue projection for FY2023 assumes Prior Year Property Tax Revenue of approximately 3% of FY2022 billings. If the collection rate of FY2022 billings during 2022 is higher/lower than expected, the FY2023 projection for Prior Year Taxes will be adjusted accordingly as this is simply a timing difference.
- Motor vehicle taxes and TAVT are expected to remain at approximately the same level as FY2022.
- In FY2023, receipts of local option sales tax are expected to be \$17 million. This amount reflects a renegotiated agreement and the expectation on the overall economy in 2023. Based on the renegotiated rate approved in November 2022, the County’s share will increase from 4.98% to 12.5% over the next decade.
- The County anticipates other revenue collection trends to follow similar patterns as FY2022.

Discussion of Expenditure Components in the General Fund

This \$850 million FY2023 General Fund Proposed Budget reflects our plans and objectives approved from requests received from County departments, agencies, and stakeholders. Its structure has been divided into areas to demonstrate a R.U.L.E.E.S based approach to simplify its components and highlight the most critical commitments/objectives as we move into 2023.

- **Recurring/NonRecurring (Base Budget):** These resources ensure a similar level of recurring operations is maintained (within contractual and inflationary constraints) and we are able to fulfill commitments made by the Board of Commissioners.
- **Understanding through Operational Review of Projects and Contracts** Includes a current review of the county’s over 600 contracts to ensure the efficiency and effectiveness in meeting the county’s established strategic priorities.

- **Lapse of Supplemental Funding of Projects:** Due to limited financial resources, in FY2023 Proposed budget, there is a lapse of supplemental funding for projects without a defined funding source. Some of the projects include youth conferences within Senior Services and supplemental funding to the Arts and Culture for Contracts for Services (CFS) and Department of Community Development administering the Community Service Programs (CSP). For clarification, recurring funding is still provided for the Contract for Services and Community Service programs, however, supplemental funding provided in FY2022 through a one-time funding source to enhance or expand these programs has lapsed due to the limited financial resources available.
- **Elections:** The financial investment allocated for Elections purposes provides the requested resources for one special called countywide election, if necessary. Additional costs for administering municipal elections will be billed and paid by the requesting municipality.
- **Employees:** Maintains funding for filled positions but includes an attrition factor by not fully funding the salary and fringe financial resources for departments with vacant positions.
- **Standardization of Rules Based Application for Enhancements:** Includes a set of enhancements that were prioritized based on a thorough review applying the rules based parameters, some of which were already approved by the Board of Commissioners.

Base Budget - \$834 million

As part of our FY2023 budget development process, we identified the County’s “Base Budget”. This represents the current funding needed to address historical spending patterns including personnel expenditures (filled and vacant) and other operational spending. Due to competing inflationary increases, operations may not function at the previous level of service. Based on our assessment, we estimate the expenditure footprint to be approximately \$834 million. The structure of the Base Budget is as follows;

- **It includes full funding of filled positions, while reducing funding across all departments with vacant positions approved in FY2022.** This estimate assumes a workforce that is in line with the recurring personnel structure approved as part of the FY2022 budget and adjusts for a reduction of salary and fringe benefits of vacant positions. This assumes that vacant positions will be recruited and filled on a staggered basis reducing the need for complete funding of vacant positions for the entire year.
- **Recurring operational needs are funded.** This estimate assumes funding of existing recurring costs associated with contracts, leases, and other recurring operational needs. This also includes the annual base allocation to the Fulton County Board of Health (BOH).
- **Includes sufficient resources to cover all existing debt service obligations.**

- **Meets our existing commitments to Grady.** All operational and debt service commitments to Grady, approved by the Board of Commissioners, are included in the FY2023 Proposed Budget.
- **Includes resources needed to meet our pension obligation.** We expect an increase in our pension annual obligation during FY2023 due, in part, to the financial market performance over the past year. Our annual contribution has been adjusted to \$65.5 million.
- **Includes resources needed for inmate outsourcing.** Funding has been provided to meet current contractual obligations for inmate outsourcing at two locations.
- **The build out of the consolidated warehouse is expected to be completed soon.** Funds are available in the budget to cover the required lease payment. We expect the facility to be move-in ready in early 2023.
- **Funds are provided in the budget for operations of the newly constructed animal shelter.** Construction is expected to be completed in late 2023.
- **Includes resources needed for securing access points around several government facilities.** A total of \$7.1 million is made available to improve security in several County facilities.
- **Takes into consideration our annual allocation of capital funding of \$7.5 million.** This is part of our “Pay as You Go” capital program and allows the County to maintain our facilities, prevent potential risks and ensure facility-related emergencies are handled swiftly. As part of the continued rigorous capital review process, life safety items were prioritized first to fund. The following investments were identified and included as part of our FY2023 Proposed Budget. Additional investments for the remaining amount will follow the vehicle/equipment schedule for replacement.

EXTERNAL AFFAIRS

- Digital Asset Management System - \$70,000

INFORMATION TECHNOLOGY

- Cisco Unified Call Manager - \$310,000
- Agenda Automation and Legislative Management system replacement - \$250,000

MEDICAL EXAMINER

- Glass Slipcover – Tissue-Tek - \$68,844

SELECT FULTON

- Conference Room equipment - \$24,483

SENIOR SERVICES

- Card Access Control and Panic Button Installation - \$270,000

LIFE SAFETY/ACCESSIBILITY CATEGORY

- Auburn Senior Center – Fire Sprinkler Installation - \$134,492
- Fulton County Juvenile Justice Center Public Restrooms Renovation- \$1,162,701

COOP/LIFECYCLE CATEGORY - HVAC

- Adamsville Health Center Supplemental Cooling - \$21,150
- Southeast Neighborhood Senior Center HVAC System Replacement- \$43,969
- Auburn Avenue Senior Center HVAC Replacement - \$64,545
- Neighborhood Union HVAC Replacement - \$113,200

COOP/LIFECYCLE CATEGORY - MEP

- Central Maintenance Boiler Replacement- \$38,750
- Willis Mill Fuel Pump Replacement- \$73,580

REGULATORY/COMPLIANCE CATEGORY - MEP

- Backflow Preventer Replacement/Repair Project- \$570,161
- Emergency Exit Light Upgrade (Government Complex)- \$198,834

COOP/LIFECYCLE CATEGORY - ROOFING

- Dorothy Benson Senior Center Roof Re-cover - \$720,000
- New Horizon Senior Center Roof Re-cover - \$159,840
- Central Training Center - Roof & Metal Deck Replacement - \$690,700
- Palmetto Senior Center – Recoat - \$282,000

LANDSCAPE

- Buckhead Library Landscape Replacement (Pharr Road)- \$11,767
- Kirkwood Library Landscape Replacement - \$15,146
- West End Arts Center Landscape Replacement - \$13,012
- South Fulton Library Landscape Replacement - \$78,356
- Southwest Regional Library Landscape Replacement- \$35,149
- Sandy Springs Library Landscape Replacement- \$47,281
- Hammond House Landscape Replacement - \$58,865

The funding for all these investments is included in the FY2023 Non-Agency Proposed expenditure budget. During 2023, these resources will be transferred to the Department of Real Estate and Asset Management (DREAM) and the Department of Information Technology capital budgets for use as listed above.

Elections — Additional \$15 million

The County will reserve \$15 million in Non-Agency for the Registration and Elections Department. This is a decrease of \$18 million dollars from 2022 because 2023 is a non-general election year. It

is important to note that \$15 million dollars will be insufficient to fund the 2024 election cycle. For the 2023 year, the available resources will be used primarily to fund only one special called countywide election, if necessary, equipment licenses, warranties and associated expenditures as required. All costs associated with conducting municipal elections will be at cost and billed to the associated municipality, if requested. A resolution will be submitted for legislative action by the Board of Commissioners.

In an effort to standardize the Registration and Elections operations and activities, a thorough review and analysis is being performed utilizing full cycle data of polling locations, staffing, and utilization to determine adjustments as needed and compliance with SB202. The purpose is to provide a crisp budget of required resources for the current and future years.

Additional resources are allocated to complete the progress of the Warehouse Consolidation initiative utilized partially by Registration and Elections .

Employees — Decrease of \$15 million

The FY2023 Proposed Budget includes a decrease of \$15 million in comparison to FY2022 for personnel related costs. In FY2022, several compensation adjustments were implemented including a 7% COLA for all filled positions, Key Classification designations affecting employee retention and recruiting capabilities, and continued implementation of the County’s Incremental Compensation Strategy (ICS). Additional financial resources are allocated in FY2023 to address all compensation actions taken in FY2022 for filled positions.

For vacant positions, historically, the county has fully funded the salary and fringe financial resources for the entire year. In practice, a majority of vacant positions are still in the recruitment process and not filled as of the beginning of the year. In addition, with the increased recruitment and retention strategies, there is still a level of attrition. With the limited financial resources available, there will be a decrease of \$15 million dollars in personnel expenditures because the county has implemented the following:

- **It reduces funding across all departments with vacant positions.** This estimate assumes a workforce that is in line with the recurring personnel structure approved as part of the FY2022 budget and adjusts for a partial reduction of salary and fringe benefits of vacant positions.
- Departments with vacant positions as of 4Q2022 will receive a reduction of their personnel budget.
- These departments have the ability to recruit for their vacant positions, but the reduction assumes that vacant positions will be recruited and filled on a staggered basis reducing the need for complete funding of vacant positions for the entire year. Departments will manage the resources available to onboard employees.

Emergency Response Reserve — Decrease of \$16.4 million

As part of the FY2023 Proposed Budget, the County will not fund the \$16.4 million previously set aside to respond to any vaccination and testing expenses not reimbursed by the federal government (expenses deemed ineligible by FEMA). The County expects to establish a reserve account with the funds in 2022 for future use after final eligibility determination of the expenses by FEMA.

Standardization of Rules Based Application for Enhancements — Additional \$15.7 million

In addition to separately identified/known expenditures included in the base budget calculation and discussion, the FY2023 Proposed Budget considers an additional \$15.7 million in additional operational enhancements as requested by departments, agencies, and external stakeholders during the FY2023 budget process based on the following rules-based application:

- Consideration to regulatory/statutory required increases
- Consideration to contractually driven increases
- Consideration to unavoidable expenditures including BOC approved items
- Exclusion of any new personnel staff of new compensation adjustments
- Exclusion of any new program or program expansion requests

With the application of the above parameters, the following funding allocations are included in the FY2023 Proposed Budget:

BEHAVIORAL HEALTH - \$5,558,565 (\$4.1M BASE; \$1.4M RULES)

The County will continue to invest in behavioral health services to address criminal justice reform, the county's homeless population, and to serve as the safety net provider of core mental health and substance abuse services.

As part of our commitment, we will set aside approximately \$5.6 million. The resources will be allocated as follows:

- Funding of \$521,000 (non-recurring) will be allocated for services to support the Emerging Adults Re-Entry Team (18–24-year-old).
- Funding of \$519,000 (non-recurring) will be allocated for services to support Adult Re-entry programs at the Union City Jail.
- Funding of \$1.9 million (non-recurring) will be allotted for school-based therapy services. This program helps students overcome behavioral, emotional, or social problems that interfere with success at school and home.

- We will also continue our investment in Behavioral Health and Housing/Homeless initiatives by allocating \$800,000 (non-recurring). These resources will fund the Permanent Supportive Housing program.
- Funding of \$400,000 (non-recurring) dedicated towards PAD – Pre-Arrest Diversion programs.
- Funding of \$1,419,565 (recurring) dedicated towards contract increases due to inflation and labor costs.

BOARD OF HEALTH \$800,000 (BASE)

- The FY2023 Proposed Budget includes an allocation of \$800,000 (non-recurring) to fund supplemental contributions for salaries and benefits for employees transferred from Fulton County to the Board of Health. These resources will be kept in a separate program/unit within the Board of Health FY2023 allocation. Payments against these resources will be based on actual costs associated with the supplemental salary and benefit contributions for those specific employees transferred.

CLERK TO THE BOARD OF COMMISSIONERS \$8,200 (RULES)

- Allocation of \$7,000 (recurring) to the Clerk’s budget. This funding will be utilized to supplement existing resources within statutorily required training.
- Supplemental funding of \$1,200 (recurring) will be allocated to the Clerk’s budget to cover the increased labor costs of hospitality supporting the Board of Commissioner meetings.

DEPARTMENT OF COMMUNITY DEVELOPMENT - \$1,662,401 (\$1M RULES)

- Reallocation of \$662,401 to the Department of Community Development from the Department of Senior Services to manage and administer the Home Repair program.
- An increase of \$1 million (non-recurring) for the Veterans Service program.

COUNTY AUDITOR \$4,846 (RULES)

- An increase of \$4,846 (recurring) to the County Auditor’s budget to fund increasing costs of existing auditing software.

COUNTY MANAGER \$50,299 (RULES)

- An increase of \$50,299 (recurring) to the County Manager’s budget to fund increasing contractual costs of Socrata.

COUNTY ATTORNEY - \$90,000(RULES)

- An allocation of \$70,000 (non-recurring) for the replacement of incompatible case management system.
- Additional funding of \$20,000 (recurring) to fund increasing subscription costs of online legal research tool (Thomson Reuters-Westlaw).

COUNTY MARSHAL \$225,757 (BASE 100K; RULES 125K)

- An allocation of \$24,269 (non-recurring) for the replacement of firearm training supplies
- An allocation of \$23,900 (non-recurring) for the replacement of firearm equipment due to safety concerns.
- An allocation of \$14,335 (non-recurring) for the replacement of field operations equipment.
- Additional funding of \$40,385 (non-recurring) for the increased fuel costs for county-owned vehicles.
- Additional funding of \$22,508 (non-recurring) for increased costs of vehicle maintenance and repairs.
- Additional funding of \$100,000 (recurring) to cover annual costs associated with the existing body worn camera and Taser contracts.

DISTRICT ATTORNEY \$94,000 (RULES)

- An additional allocation of \$71,000 (non-recurring) to the Office of the District Attorney for increase in office supplies.
- An additional allocation of \$23,000 (non-recurring) for the increased costs of fuel in county-owned vehicles.
- Supplemental funding of \$285,000 (non-recurring) will be housed in Non-Agency for projected increases in mobile phone costs and court reporter services. During the year, it will be reviewed, and the funds can be transferred based on utilization and need.
- Supplemental funding of \$60,000 (recurring) will be housed in Non-Agency an allocated to cover costs associated with the 86 Pryor Street lease in which the office of the District Attorney occupies. Based on the rent consolidation review, it will be determined which department will receive these funds.

DIVERSITY AND CIVIL RIGHTS COMPLIANCE \$20,000 (RULES)

- Allocation of \$20,000 (non-recurring) in the Diversity and Civil Rights Compliance budget. This funding will be used to develop an equity and inclusion strategic plan and comply with Federal EEO Diversity Recruitment Planning requirements.

EMERGENCY MANAGEMENT \$150,000 (BASE)

- An increase of \$150,000 (non-recurring) in the Emergency Management budget. The increase will be used to supplement existing funding allocated to AFCEMA, which over the past two years has not received an allocation from the City of Atlanta.

FINANCE \$7,644 (RULES)

- Additional funding of \$7,644 (recurring) to cover increased costs (maintenance fee and storage requirements) associated with DocuWare.

INFORMATION TECHNOLOGY \$526,098 (RULES)

- Funding in the amount of \$526,098 (recurring) is being allocated to the Department of Information Technology for the following items:
 - Business Intelligence Tool – enterprise license transition - \$95,000
 - Microsoft Licenses (various products including M365 E3 FromSA GCC ShrdSvr, Dyn365EForCustomerService, MS Visio, ProjOnlnProfGOV, CISSteDCCore, SQLSvrEntCore & Std, VsEntwMSDN, WinRmtsktpSrvcsCal, Azure)- \$201,634
 - Microsoft Premier Licenses and maintenance support increase - \$52,795
 - CyberArk – increase in administrative licenses - \$62,919
 - Exabeam – SIEM Security tool increase - \$60,000
 - Varonis – Office 365 module increase - \$53,750

JUVENILE COURT \$418,316 (RULES)

- Supplemental funding of \$220,000 (non-recurring) for the increase in the JCATS maintenance contract. This increase incorporates the maintenance for the following agencies’ usage: the Fulton County Public Defender’s office, Fulton County District Attorney’s office, and Office of the Child Attorney will be allocated to the Juvenile Court Department.
- An allocation of \$44,401 (non-recurring) is provided to the Juvenile Court for afterhours and weekend service attempts of delinquency and dependency cases in collaboration with the County Marshal and Sheriff agencies.
- An allocation of \$133,915 (recurring) is provided for increase in costs of court attorney’s fees.
- An allocation of \$20,000 (non-recurring) is provided for the replacement of body armor for field-based probation and detention officers.

MAGISTRATE COURT \$398,672 (RULES)

- Additional funding of \$398,672 (recurring) will be allocated to the Magistrate Court for the salary and fringe costs of four personnel:
 - 1 – Senior Staff Attorney (\$117,794 salary and \$50,599 benefits)
 - 1 – Court Support Manager (\$59,920 salary and \$31,901 benefits)
 - 1 – Judicial Assistant (\$49,220 salary and \$28,444 benefits)
 - 1 – Court Operations Specialist (\$41,000 salary and \$25,788 benefits)

This proposed personnel enhancement qualifies due to a previously stated BOC commitment.

MEDICAL EXAMINER \$573,180 (RULES)

- Additional funding of \$330,044 (recurring) to cover an additional full-time Associate Medical Examiner to meet accreditation standards. (\$250,000 salary, \$92,044 benefits)
- Additional funding of \$49,854 (recurring) to cover one additional Medical Legal Transcriptionist position. (\$37,768 salary, \$12,086 benefits)
- A supplemental allocation of \$52,325 (non-recurring) to pay case management hosting fees due every three years for a system installed in mid-2019. (\$33,900 and \$18,425)

- Supplemental funding of \$48,000 (recurring) for increased contractual costs for transport services.
- Supplemental funding of \$30,000 (non-recurring) will be allocated to the Medical Examiner Department for Anthropology report services.
- Supplemental funding of \$30,000 (non-recurring) for sign-on bonuses for three Associate Medical Examiners hired in 2022 as required by recruiting package.

These proposed personnel enhancements qualify due to increased need in regaining accreditation (statutory need).

NON-AGENCY – 71,508,084 (BASE)

- The County plans to allocate \$28 million (non-recurring) towards addressing overcrowding at the jail. This effort is in line with the Board of Commissioners and the Fulton County Sheriff's objective to provide inmates with better conditions while mitigating the spread of illnesses, including COVID-19, and lessening mental health complications.
- Funding of \$15 million (non-recurring) is set aside for one county-wide special election on behalf of the Registration and Elections department.
- Funding of \$5 million (non-recurring) for unknown contractual and operating increases
- Funding of \$7.1 million (non-recurring) for efforts toward safety and security of hardening access points of and around county facilities.
- Additional recurring funding of \$4 million for animal control operation costs.
- Additional recurring funding of \$4.5 million towards the central warehouse lease payment
- Additional funding of \$1.4 million (non-recurring) for the PC refresh program.
- Additional funding of \$1 million (non-recurring) for the innovation program.
- Additional funding of \$1 million (non-recurring) for countywide contingency.
- Additional reserve of \$1 million (non-recurring) for compensated absences.
- Additional funding of \$500,000 (recurring) for increased medical costs.
- Funding of \$2.4 million pending security and operational needs assessment (Libraries and other departments ex: security assessment, fuel vehicle maintenance, etc. based on utilization and need).

POLICE \$1,488,567 (BASE \$1.4M; RULES \$88K)

- Additional funding of \$1.4 million (recurring) is being allocated to the Police Department. These resources will be utilized to fund the current county-wide security contract.
- Additional funding of \$88,567 (non-recurring) for the purchase of Helius devices for tracking, monitoring, and remote management of security vehicles.

PROBATE COURT \$ 393,032 (RULES)

- An additional allocation of \$393,032 (recurring) is being provided to Probate Court. The funds will be utilized for the establishment of one (1) Staff Attorney (\$117,000 – salary and \$50,333 – fringe) and three (3) Investigative Analyst positions (\$47,426 salary and \$27,807 – fringe). These resources will address the Weapons license Background division needs identified in an FBI audit finding.

PUBLIC DEFENDER \$80,000 (RULES)

- Funding of \$80,000 (non-recurring) will be allocated to the Public Defender Department. These resources are provided to maintain the existing mental health assistance contract. (United Way)

PURCHASING \$342,486 (RULES)

- Supplemental funding of \$250,000 (non-recurring) will be added to the Purchasing Department budget to cover the costs of a disparity study. This study will assess inequities in public procurement and contracting that could adversely affect disadvantaged businesses owned by women or minorities.
- An increase of \$6,754 (recurring) for increased prices for Bid Board and Contract Management system licenses.
- An increase of \$60,000 (non-recurring) for legal and bonding consultants.
- An increase of \$25,732(recurring) for increased annual service fee for B2GNOW.

REAL ESTATE AND ASSET MANAGEMENT \$3,762,905 (RULES)

- An increase of \$128,000 (recurring) in the budget for incremental costs associated with rental leases.
- An increase of \$200,000 (non-recurring) in the budget for the removal of the underground fuel storage tank at the Stonewall Tell Road Maintenance Facility.
- A recurring increase in the budget for the following increased contractual costs:
 - \$193,000 – Onsite HVAC Maintenance
 - \$133,000 – Countywide water treatment
 - 244,401 – Maintenance contract increase for addition of Alpharetta Jail
 - \$78,452 – Bus and Shuttle service
 - \$37,200 – Hardware parts and equipment
 - \$389,200 – Countywide solid waste disposal
 - \$262,663 – Onsite landscape, maintenance and lawncare and tree removal
 - 1,097,162 – Countywide janitorial services
 - \$123,805 – Preventative and predictive maintenance services
 - \$135,000 – Maximo technical support
 - \$67,500 – Backflow/Plumbing prevention
 - \$173,807 – Additional janitorial services
 - \$400,000 – Roofing preventative maintenance and minor repairs
 - \$97,943 – software licenses for wayfinding digital services, Oracle Primavera, P6 Enterprise Project Portfolio Management, AutoCAD, RS Means (full costs previously paid by Public Works)

REGISTRATION AND ELECTIONS \$552,198 (RULES)

- An increase of \$400 (recurring) in the budget for required membership fees for managers.
- An increase of \$35,000 (non-recurring) in the budget for required training certifications for Election managers.

- An increase of \$516,798 (recurring) to cover ongoing extended warranty costs for Dominion equipment.

SENIOR SERVICES - \$3,646,000 (BASE – 3.6M; RULES - \$46K)

- The Department will receive \$100,000 (non-recurring) to supplement existing funding for the Quality of Living Services (QLS) initiative.
- Additional funding of \$3,500,000 (recurring) to cover increased Senior Transportation costs for Transdev and Uber/Lyft.
- Additional funding to cover the Adult Day Health program’s increased Carelogic system costs at the following locations:
 - \$11,500 – Benson
 - \$11,500 – Bowden
 - \$11,500 – Darnell
 - \$11,500 – Mills

SHERIFF –\$ 2,125,207(RULES)

- Funding of 1,731,152 (recurring) will be added to the Sheriff’s Office to cover increased costs for inmate medical and inmate food contracts.
- Funding of \$98,000 (recurring) will be added to cover increased contractual costs for prisoner transportation.
- Funding of \$296,055 (non-recurring) for increased contract security costs managed by the Fulton County Police department.

STATE COURT GENERAL – \$528,192 (BASE - \$260K; RULES - \$268K)

- An increase of \$260,000 (non-recurring) to provide additional judicial officer’s support.
- An increase of \$100,000 (non-recurring) to provide Indigent Defense Attorneys due to an additional court session on the State Expedited Accusation calendar.
- An increase of \$168,192 (non-recurring) to supplement increased costs to DUI court to cover for increased costs of tests, laboratory analysis, results reporting and other services.

STATE COURT – SOLICITOR GENERAL (RULES)

- Supplemental funding of \$33,000 (non-recurring) will be housed in Non-Agency for projected increases in fuel and ammunition costs. Funds can be transferred during the year based on utilization and need.

TAX COMMISSIONER \$159,995 (RULES)

- An increase of \$100,000 (non-recurring) in the Tax Commissioner’s Office for increased postage fees.
- An increase of \$59,995 (non-recurring) to purchase a new folder/insert for the Motor Vehicle Division.

Discussion of Fund Balance

The ending fund balance for FY2023 is projected at \$142 million. This amount is the beginning fund balance of \$180 million in FY2023 and when combined with budgeted revenues of \$810 million, total available resources equal \$992 million. With budgeted expenditures of \$850 million, including \$780 million in recurring and \$70 million in non-recurring expenditures, the projected ending fund balance at the end of FY2023 is \$142 million. The projected fund balance amount represents 16.667% of expenditures, which is in line with the fund balance minimum requirement (two months of budgeted expenditures).

Airport Fund (200)

The FY2022 projected end of the year retained earnings is \$6.9 million, which will roll over as the beginning retained earnings in FY2023. The budgeted revenue for FY2023 is projected at \$3.7 million, including \$1.5 million in revenue from the lease agreement with UPS/Majestic. Revenue associated with sales tax on fuel for FY2023 is projected at \$600,000. Revenues for rents and royalties are projected at \$1.6 million. When revenues are combined with the beginning retained earnings for FY2023, total resources equal \$10.6 million.

The FY2022 Proposed Expenditure is \$7.6 million. It includes the re-appropriation of most of the retained earnings balance for FY2022 to be used in the re-development of the Airport and other projects/initiatives associated with the expansion.

Funding of \$455,823 has been allotted to the Fire Department to support the ARFF operation.

FUND BALANCE

Retained earnings of \$3 million has been projected for the end of FY2023.

Water and Sewer Revenue and Renewal Fund (201-203)

201-Fund Revenue

The Water & Sewer Revenue Fund FY2023 Proposed Expenditure Budget is \$185 million. The amount is higher than the FY2022 projected expenditures of \$148 million by approximately \$37 million. The difference relates primarily to an additional allocation to the Water and Sewer Renewal and Extension fund, approximately \$15 million over the amount contributed in FY2022, and additional allocations to Public Works to meet contractual obligations and equipment needs. In FY2020 the Water System issued \$290 million in bonds that are being used towards the expansion of a wastewater treatment plant, for a spill mitigation strategy, pump stations and other related capital projects in the system. Debt service for this bond is also included as part of the FY2023 Proposed Expenditure Budget.

The FY2023 Revenue Budget for the fund is \$146 million. The projected increase takes into consideration the plan to raise rates by 5 percent in 2023 to pay for planned improvements to the system and a potential reduction in demand.

For FY2023, the Public Works Department will receive an enhancement of \$1.4 million (\$287,844 recurring and \$1,070,250 non-recurring).

- A recurring enhancement of \$287,844 for two Construction Manager positions to supervise the Sanitary Sewer construction management team.
- A non-recurring enhancement of \$77,250 for operational support of the two new positions including telephone installation, photocopying, office furnishings, uniforms, equipment, travel/conference (professional development) and vehicle maintenance and supplies.
- A non-recurring enhancement of \$75,000 to update the department's meeting room including new camera, microphones and speaker system with video projection.
- A non-recurring enhancement of \$35,000 to repair the parking lot at the Maxwell Service center.
- A non-recurring enhancement of \$50,000 to acquire new testing services and equipment for the Laboratory Unit to test for PFAS and Lead/Copper beginning in 2023. Services will be contracted with Laboratory Testing Services as approved by the EPA and equipment will be to replace two benchtop autoclaves and one muffler furnace as a part of wastewater testing protocols.
- A non-recurring enhancement of \$793,000 for the replacement of several vehicles and equipment including 2 Ford F-150 vehicles, a Jet Vator truck, Dump Truck, and Excavator.

For FY2023, the Finance Department will receive an enhancement of \$180,820 (recurring). This enhancement includes \$21,830 for increased postal fees, \$28,990 for increased billing system

annual maintenance cost and \$130,000 to cover incremental credit card fee costs based on increased usage.

FUND BALANCE

The revenue amount combined with the FY2023 beginning retained earnings of \$44.8 million; minus the expenditure budget leaves projected retained earnings at the end of the year of \$18.6 million, which is sufficient to meet the system's standing debt covenant requirements.

203-Fund Renewal

The Water and Sewer Renewal and Extension Fund FY2023 Expenditure Budget is \$111 million, including \$94.5 million in multi-year expenditures. This budget ensures resources are made available to deploy the 2016 to 2025 Water and Wastewater Capital Improvements Program approved by the Board of Commissioners. The revenue budget is equal to \$72 million, including a transfer of \$65 million from the Water & Sewer Revenue Fund (Fund 201).

For FY2023, the Public Works Department will receive an enhancement of \$1.8 million (\$350,000 recurring and \$1,490,000 non-recurring).

- A recurring enhancement of \$350,000 for increased costs related to software licenses held by the department. Licenses include the following: AutoCAD, ESRI GIS, Cityworks, Innovyze Water/Sewer Modeling, and Project Management Software.
- A non-recurring enhancement of \$1 million to replace water meters.
- A non-recurring enhancement of \$30,000 for valve assessment services.
- A non-recurring enhancement of \$300,000 for maintenance of the 12 water storage tanks located in North Fulton County.
- A non-recurring enhancement of \$60,000 for the purchase of waypoint GIS mapping equipment to true-up meter locations on the GIS database and one ground penetrating radar (GPR) for utility locating.
- A non-recurring enhancement of \$100,000 for the replacement of one vacuum trailer and one heavy equipment trailer.

FUND BALANCE

The projected ending retained earnings for FY2022 is \$39.4 million. This amount is the beginning retained earnings in FY2023 and when combined with budgeted revenues of \$72 million, total available resources equal \$111 million. With budgeted expenditures of \$111 million, the projected ending retained earnings for FY2023 is \$0.

Fulton Industrial District (FID – 301)

This fund was formerly used to account for the operations of the South Fulton Special Services District. After the incorporation of the City of South Fulton on May 1, 2017, the fund became solely dedicated to operations of municipal-type services in the Fulton Industrial District (FID). In early May, 2021, the corporate limits of the City of South Fulton were modified as to include all of the unincorporated territory of the Fulton Industrial District south of the centerline of the right of way of State Route 402, also known as Interstate 20.

During FY2023, this fund will continue to provide municipal-type services to the remaining unincorporated area of the Fulton Industrial District, which is located north of Interstate 20. The FY2023 projected revenue for the Fulton Industrial District is \$6.9 million. This revenue figure assumes a reduction in the Fund's tax base triggered by the annexation of the unincorporated area, south of Interstate 20, to the City of South Fulton. This revenue figure also assumes an increase in other revenues due to an increase in the FY2022 projection. The FY2023 property tax millage rate will be set in the summer of 2023 to provide sufficient recurring funds to continue to deliver municipal type services.

The FY2023 Proposed Expenditure Budget is \$27.9 million and includes the following allotments;

- \$3.3 million for Police. This budget includes the new budget footprint for the FID district assuming the latest annexation, plus a realignment of services within FID including code enforcement and the lease at 4701 Fulton Industrial Boulevard in the amount of \$151,768. Supplemental resources provided include an additional \$104,435 (recurring) for the existing Tasers and Body Worn Cameras contract. An additional \$15,613 is provided after unfunding one Crime Scene Technician to create one Forensic Supervisor.
- \$325,000 for the Fire Services agreement with the City of South Fulton.
- \$1.5 million for Public Works. This budget includes the new budget footprint for the FID district after the 2021 annexation.
- The Non-Agency Budget of \$22.7 million includes
 - 911 transfer to the Emergency Communications Fund for \$415,000
 - Streetlight costs of \$30,000
 - Animal Control costs of \$25,000
 - The expenditure budget also includes an appropriated amount of approximately \$22.1 million, which for the most part, is the residual projected fund balance at the end of FY2022. This provides the county with resources for blight remediation, economic development efforts or any potential eventualities.

FUND BALANCE

The fund balance at the end of FY2022 is projected at \$20.9 million. This amount is the beginning fund balance in FY2023 and when combined with budgeted revenues of \$6.9 million, total available resources equal \$27.8 million. The FY2023 expenditure budget is \$27.9 million, including budgets for municipal-type services and the residual FY2022 fund balance that will be used to cover unexpected financial pressures and economic development efforts. This leaves projected ending fund balance of \$0 at the end of FY2023.

Emergency Communications Fund (911 - 340)

The Emergency Communications Fund FY2023 expenditure budget is \$8.2 million.

The total revenue amount budgeted for FY2023 to support the expenditure budget is \$6.6 million from various sources including monthly 911 telephone emergency fee surcharge of \$1.50 per user, prepaid wireless fee, and supplement fee revenue from the following jurisdictions using the system:

- City of South Fulton
- Fulton Industrial District
- City of Fairburn
- City of Chattahoochee Hills
- Fulton County School Police, and
- National Park

The supplement is necessary because of dwindling 911 telephone surcharge of \$1.50, which is no longer sufficient to cover the 911 operations. The County's Fulton Industrial District fund is currently considering a contribution of \$415,000 to the Emergency Communication fund as part of the supplemental payments.

FUND BALANCE

The fund balance for FY2022 is projected at \$8 million. This amount is the beginning fund balance in FY2023 and when combined with budgeted revenues of \$6.7 million, total available resources equal \$14.6 million. With Budget Expenditures of \$8.2 million, the projected ending fund balance at the end of FY2023 is \$6.4 million.

G.O. Bond Fund (600)

The G.O. Bond Fund is used to capture resources to meet debt service obligations of the bonds issued for construction and renovation of new and existing libraries respectively. All resources accumulated in this fund are for the purpose of retiring debt. When sufficient resources are in place, the County may call the bonds and extinguish the debt.

For FY2023, the projected revenue is \$19.6 million. The projection assumes a revenue neutral millage rate and a collection rate of 96%. The revenue in this fund is used to generate resources to pay current debt service for the library bonds Phase I and Phase II.

FUND BALANCE

The ending fund balance for FY2022 is projected at \$43.3 million. This amount is the beginning fund balance in FY2023 and when combined with budgeted revenues of \$19.6 million, total available resources equal \$62.9 million. With an expenditure budget of \$16.6 million for FY2023, the projected ending fund balance at the end of FY2023 is \$46.3 million.

Risk Management Fund (725)

For FY2023, the budgeted total contributions from other funds for risk and unemployment coverage are \$16 million. This amount plus total transfers of \$4.2 million from the General Fund and the Water & Sewer Fund to support County Attorney functions brings total budgeted revenue to \$20.2 million.

The total FY2023 Proposed Expenditure Budget is \$64.8 million.

The County Attorney's budget will receive (from the general fund) a \$70,000 (non-recurring) enhancement to replace an incompatible case management system. In addition, the budget will receive a \$20,000 (non-recurring) enhancement for an increase in online research fees.

The Finance department's Risk Management division budget will receive a \$3,000 (non-recurring) increase for increased contractual cost of their claims management system.


FUND BALANCE


This fund is projected to only have \$883,000 in the fund balance because the remaining residual resources are included in the expenditure budget for possible settlements of claims since there is no specific method to determine the number of lawsuits that could be filed or claims settlements that could be made in any given year.

INTER-OFFICE MEMORANDUM



TO: BOARD OF COMMISSIONERS

THROUGH: Dick Anderson, County Manager 

FROM: Sharon L. Whitmore, Chief Financial Officer 

DATE: January 4, 2023

SUBJECT: FY2022 Budget Year-end Actuals and FY2023 Changes to the Proposed Budget

Attached is the FY2023 Revised Proposed Budget booklet for your review. The booklet reflects the year end actual financial data for FY2022 and the FY2023 Revised Proposed Budget with pending changes for the Board of Commissioners consideration.

GENERAL FUND

GENERAL FUND FY2022 YEAR END RESULTS

The table below is a summary of revenue and expenditures for the General Fund in FY2022 along with the amount of fund balance at the end of the year.

| 2022 Mid-Year Projection vs. Year-End Actual Performance | | | | |
|--|-----------------------------|---------------------------------|------------|-----|
| <i>in Millions \$</i> | 2022 Mid-Year Projection | 2022 Year-End Actual Results | Difference | |
| Revenues | \$ 764 | \$ 760 | \$ | (4) |
| Expenditures | \$ 832 | \$ 786 | \$ | 46 |
| Revenue > Expenditures | \$ (68) | \$ (26) | \$ | 42 |
| Beginning Fund Balance | \$ 250 | \$ 250 | | |
| Ending Fund Balance | \$ 182 | \$ 224 | \$ | 42 |

FY2022 General Fund Revenue

The actual revenue amount for FY2022 is \$760 million. This amount represents a decrease of approximately \$4 million when compared to the Mid-Year Projection of \$764 million used to prepare the Proposed Budget.

The lower actual revenue when compared to the Mid-Year Projection is mainly the result of less than expected changes in several revenue streams. This decrease was partially offset by timing

differences in the collection of FY2022 property tax billings. Below you will find a summary of the most significant changes and timing differences.

Notable Increase and Decrease of Revenues – Sales Tax and Other Revenue

Sales Tax Revenue – slightly higher revenue collection than projected.

Other Revenue Category -

- Higher revenue collection in several areas including Court and Law Enforcement, State Grant revenue, TAVT Motor Vehicle Commissions, Real Estate Transfer tax, Animal Control fees and Interest Income revenue.
- Lower revenue collection in several areas including Commission Tax Collections: Other Municipalities, Penalties and Interest on Tax Collections, Current Year – Intangible Tax, and Communications Center Revenue streams.

In the Other Revenue category, FY2023 proposed revenue amounts have been adjusted for several revenue streams which reported lower levels than originally projected.

Change in Revenue Due to Timing Differences – Property Tax Category

- Reduction of \$5.6 million in Current Year Property Tax collections. The Mid-Year Projection assumed a Current Year Property Tax collection rate of 96%. Actual collections as of December 31, 2022, were at 95%. This lower collection rate triggered a reduction in FY2022 Current Year Property Tax revenue but will result in a corresponding increase in Prior Year Property Tax Collections during FY2023.
- Increase by \$3.6 million in Current Year Utility Property Tax Collections. Our Mid-Year Projection assumed approximately half of Current Year Utility Property Tax billing to be collected in FY2022. Actual collections as of December 31, 2022, are a larger percentage of the total amount. Higher collections than expected in FY2022 will result in a corresponding reduction in Prior Year Utility Tax Collections in FY2023.

FY2022 General Fund Expenditures

The actual amount spent in FY2022 is \$785million, which represents a \$46 million decrease when compared to our Mid-Year Projection of \$832 million. The difference is attributed to personnel vacancies among departments, rollover of FY2022 spending to FY2023 due to delay in receipt of invoices to pay known obligations, and decreased operational spending.

General Fund FY2022 Fund Balance

The FY2022 ending Fund Balance is \$224 million. It is higher than the Mid-Year Fund Balance Projection of \$182 million used to prepare the FY2023 Proposed Budget by \$42 million.

GENERAL FUND REQUESTED CHANGES TO THE FY2023 BUDGET

The following changes to the FY2023 Budget are being presented for consideration and approval.

Revenue:

Additional Revenues

1. Decrease in Other Revenue: Commission Tax Collection, Other Municipalities by \$6.4 million (recurring)

Action Required:

Board of Commissioners approval is requested to decrease the Commission Tax Collections, Other Municipalities revenue by \$6.4 million. The recommendation to adjust is based on not receiving the FY2022 projected amount, which is expected to continue during FY2023.

2. Decrease in Other Revenue: Penalties and Interest on Tax Collection by \$1.5 million (recurring)

Action Required:

Board of Commissioners approval is requested to decrease the Penalties and Interest on Tax Collections revenue by \$1.5 million. The recommendation to adjust is based on not receiving the FY2022 projected amount, which is expected to continue during FY2023

3. Decrease in Other Revenue: Communications Center Revenue by \$288,000 (recurring)

Action Required:

Board of Commissioners approval is requested to decrease the Communications Center Revenue by \$288,000. The recommendation to adjust is based on not receiving the FY2022 projected amount, which is expected to continue during FY2023

4. Decrease in Other Revenue: Current Year – Intangible Recording by \$1.2 million (recurring)

Action Required:

Board of Commissioners approval is requested to decrease the Current Year – Intangible Recording revenue by \$1.2 million. The recommendation to adjust is based on not receiving the FY2022 projected amount, which is expected to continue during FY2023 due to slowdown in the real estate market.

Change in Revenue Due to Timing Differences

5. Increase in FY2023 Property Taxes: Prior Year Property Tax by \$5.6 million (non-recurring)

Action Required:

Board of Commissioners approval is requested to increase the Prior Year Property Tax revenue by \$5.6 million. Our FY2022 Mid-Year Projection assumed a 96% collection rate. Actual remittance received from the Tax Commissioner as of December 31, 2022 represents a 95% collection rate. As the collection rate in FY2022 was lower than

expected, we propose a corresponding increase in the FY2023 Prior Year Property Tax collection amount by an additional 1% of FY2022 billings.

6. Reduction in FY2023 Property Taxes: Prior Year Public Utility Property Tax revenue by \$3.6 million (non-recurring)

Action Required:

Board of Commissioners approval is requested to lower the Prior Year Public Utility Property Tax revenue by \$3.6 million. The County collected \$3.6 million in additional Current Year Public Utility Property Tax during 2022. This is a timing difference, which will trigger a reduction in Prior Year Public Utility Property Tax revenue in FY2023.

Expenditures:

There are several categories in which there are recommended changes to the expenditure budget:

- I – Carryforward Expenditures for Known Obligations Not Paid in 2022
- II – 2022 Approved Board of Commissioners Contracts Requiring a Funding Source
- III – 2023 Adjustments to Departmental Budgets
- IV – 2023 Items for Board of Commissioners’ Consideration

I – Carryforward Expenditures for Invoices not Paid in 2022

1. Increase in the budget for the Department of Registration and Elections by \$2,600,000 (non-recurring)

Action Required:

Request is being made to the Board of Commissioners to increase the budget of the Registration and Elections Department by \$2,600,000. This funding will provide additional resources to pay for contractual obligations including invoices and pollworker payments not paid by the end of the year.

2. Increase in the budget for the Non-Agency Department by \$500,000 (non-recurring)

Action Required:

Request is being made to the Board of Commissioners to increase the budget of the Non-Agency Department by \$500,000. This funding will provide operational resources for the Atlanta Technical College initiative approved by the Board of Commissioners on August 3, 2022.

II – 2022 Approved Board of Commissioners Contracts Requiring a Funding Source

3. Increase in the budget for the Senior Services Department by \$1,296,623 (recurring)

Action Required:

Request is being made to the Board of Commissioners to increase the budget of the Senior Services Department by \$1,296,623. This funding will provide additional operational resources for 2022 Board approved contracts, specifically Aging Services in

the amount of \$896,623 and fuel for the Senior Transportation contracts in the amount of \$800,000. The department's FY2023 budget already includes \$400,000 of the amount needed for fuel.

III – 2023 Adjustments to Departmental Budgets

4. Increase in the budget for the Arts and Culture Department by \$1,216,004 (recurring)
Action Required:
Request is being made to the Board of Commissioners to increase the budget of the Arts and Culture Department by \$1,216,004. The FGTV unit will transfer from the External Affairs department to the Arts and Culture Department effective February 1, 2023. This funding will transfer the prorated personnel and operations budget from the External Affairs Department to the Arts and Culture Department. This transfer will not result in any additional expenditures.
5. Decrease in the budget for the External Affairs Department by \$1,216,004 (recurring)
Action Required:
Request is being made to the Board of Commissioners to decrease the budget of the External Affairs Department by \$1,216,004. The FGTV unit will transfer from the External Affairs department to the Arts and Culture Department effective February 1, 2023. This funding will transfer the prorated personnel and operations budget from the External Affairs Department to the Arts and Culture Department. This transfer will not result in any additional expenditures.
6. Increase in the budget for the Sheriff's Office by \$5,124,327 (recurring)
Action Required:
Request is being made to the Board of Commissioners to increase the budget of the Sheriff's Office by \$5,124,327. This funding will restore the attrition rate applied and removed from the Sheriff's personnel vacancies. The funding will be transferred from the Non-Agency Department's Inmate Housing Outsourcing budget. The transfer will reduce the number of beds available with Cobb County from 500 to 300 and will not result in any additional expenditures.
7. Decrease in the budget for the Non-Agency Department by \$5,124,327 (non-recurring)
Action Required:
Request is being made to the Board of Commissioners to decrease the budget of the Non-Agency Department by \$5,124,327. This funding will be transferred to the Sheriff's Office to restore the attrition rate applied and removed from the Sheriff's personnel vacancies. The funding will be transferred from the Inmate Housing Outsourcing budget. The transfer will reduce the number of beds available with Cobb County from 500 to 300 and will not result in any additional expenditures.
8. Increase in the budget for the Board of Commissioners Department (District I) by \$34,536 (recurring)

Action Required:

Request is being made to the Board of Commissioners to increase the budget of the Board of Commissioners Department (District 1) by \$34,536. This funding will provide additional personnel resources for the 2023 state required cost of living Commissioner adjustment and expenditures related to the final pay period paycheck and compensated absence payments for the outgoing Commissioner's staff.

9. Increase in the budget for the Board of Commissioners Department (District 2) by \$8,422 (recurring)

Action Required:

Request is being made to the Board of Commissioners to increase the budget of the Board of Commissioners Department (District 3) by \$8,422. This funding will provide additional personnel resources for the 2023 state required cost of living Commissioner adjustment and longevity supplement.

10. Increase in the budget for the Board of Commissioners Department (District 3) by \$184,436 (recurring)

Action Required:

Request is being made to the Board of Commissioners to increase the budget of the Board of Commissioners Department (District 3) by \$184,436. This funding will provide additional personnel resources for the 2023 state required cost of living Commissioner adjustment and expenditures related to the final pay period paycheck and compensated absence payments for the outgoing Commissioner's staff. In addition, the funding will provide additional staffing positions/salaries as requested by the incoming Commissioner.

11. Increase in the budget for the Board of Commissioners Department (District 4) by \$6,781 (recurring)

Action Required:

Request is being made to the Board of Commissioners to increase the budget of the Board of Commissioners Department (District 4) by \$6,781. This funding will provide additional personnel resources for the 2023 state required cost of living Commissioner adjustment and longevity supplement.

12. Increase in the budget for the Board of Commissioners Department (District 5) by \$8,472 (recurring)

Action Required:

Request is being made to the Board of Commissioners to increase the budget of the Board of Commissioners Department (District 5) by \$8,472. This funding will provide additional personnel resources due to the 2023 state required cost of living Commissioner adjustment and longevity supplement.

13. Increase in the budget for the Board of Commissioners Department (District 6) by \$6,615 (recurring)

Action Required:

Request is being made to the Board of Commissioners to increase the budget of the Board of Commissioners Department (District 6) by \$6,615. This funding will provide

additional personnel resources for the 2023 state required cost of living Commissioner adjustment.

14. Increase in the budget for the Board of Commissioners Department (At-Large) by \$74,472 (recurring)

Action Required:

Request is being made to the Board of Commissioners to increase the budget of the Board of Commissioners Department (At-Large) by \$74,472. This funding will provide additional personnel resources for the 2023 state required cost of living Commissioner adjustment, longevity supplement and requested personnel adjustments.

15. Increase in the budget for the Information Technology Department by \$1,500,000 (non-recurring)

Action Required:

Request is being made to the Board of Commissioners to increase the budget of the Information Technology Department by \$1,500,000. This funding will provide additional operational resources for contractual staffing needs.

16. Increase in the budget for the Non-Agency Department by \$1,400,000 (recurring)

Action Required:

Request is being made to the Board of Commissioners to increase the budget of the Non-Agency Department by \$1,400,000. This funding will provide additional operational resources for utilities related to the expected opening of the new consolidated warehouse.

IV – 2023 Items for Board of Commissioners’ Consideration

17. Increase in the Non-Agency budget by \$22.25 million (non-recurring)

Action Required

Request is being made to the Board of Commissioners to increase the Non-Agency budget by \$22.25 million to establish an appropriated reserve. This appropriated reserve could be used for various non recurring purposes including the impact of uncertain economic conditions, employee compensation and facilities capital costs.

GENERAL FUND SUMMARY

FY2022 – Results

Less than expected revenue collections in FY2022 provided approximately \$4 million less in additional resources. Less than projected expenses increased available resources by approximately \$46 million. The combination of lower revenue and lower expenditures resulted in a fund balance that is approximately \$42 million higher than originally projected.

FY2023 – Revenue

Based on the latest information available regarding FY2022 Property Tax collection and billing amounts, and the different trends in revenues experienced across multiple revenue categories,

we recommend a decrease to FY2023 revenue by approximately \$7.7 million. The decrease is requested in the categories of Property Taxes and Other Revenues. The Property tax decrease is due to the timing differences in Property Tax and Public Utility Tax collections. The Other Revenues category decrease is to align with FY2022 actual results.

FY2023 – Expenditures

We are recommending modifications for approximately \$29.87 million to the budget. These modifications include additional allocations for Carryforward Expenditures from 2022 for Atlanta Technical College and Registration and Elections' invoices, 2022 Board approved contractual items requiring funding, 2023 Proposed Adjustments including utilities, contractual staffing, Commissioner personnel adjustments and 2023 Items for the Board of Commissioners' consideration including a reserve for uncertain economic conditions and/or employee compensation and facilities capital costs. The difference between the additional resources available and the revisions to the expenditure budget represents the additional reserve needed to meet the County's 16.67% fund balance reserve requirement.

| 2022 Mid-Year Projection vs. Year-End Actual Performance | | | | |
|---|-------------------------------------|---|-------------------|-----|
| <i>in Millions \$</i> | 2022 Mid-Year Projection | 2022 Year-End Actual Results | Difference | |
| Revenues | \$ 764 | \$ 760 | \$ | (4) |
| Expenditures | \$ 832 | \$ 786 | \$ | 46 |
| Revenue > Expenditures | \$ (68) | \$ (26) | \$ | 42 |
| Beginning Fund Balance | \$ 250 | \$ 250 | | |
| Ending Fund Balance | \$ 182 | \$ 224 | \$ | 42 |

| 2023 Recommended Changes to FY2023 Revenues | |
|--|--|
|--|--|

| | |
|---|------|
| Change in Taxes due to Timing Differences | 2.2 |
| Change in Other Revenues due to FY2022 Actual Results | -9.9 |
| | -7.7 |

| 2023 Recommended Changes to FY2023 Expenditures | |
|--|--|
|--|--|

| | |
|---|-------|
| Carryforward Expenditures from 2022 | |
| Registration and Elections - 2022 Invoices | 2.60 |
| Non-Agency - Atlanta Technical College | 0.50 |
| 2022 Board Action Requiring Funding | |
| Senior Services - Aging Services Contract | 0.90 |
| Senior Services - Sr. Transportation - Fuel | 0.40 |
| 2023 Adjustments | |
| Non Agency - Consolidated Warehouse Utilities | 1.40 |
| Information Technology - Contractual Staffing | 1.50 |
| Board of Commissioners - District 1 | 0.03 |
| Board of Commissioners - District 2 | 0.01 |
| Board of Commissioners - District 3 | 0.18 |
| Board of Commissioners - District 4 | 0.01 |
| Board of Commissioners - District 5 | 0.01 |
| Board of Commissioners - District 6 | 0.01 |
| Board of Commissioners - At Large | 0.07 |
| 2023 Items for Consideration | |
| Appropriated Reserve | 22.25 |
| | 29.87 |

OTHER FUNDS REQUESTED CHANGES TO THE FY2023 BUDGET

RISK FUND

The actual revenue amount for FY2022 is \$20.7 million. This amount represents an increase of approximately \$500,000 when compared to the Mid-Year Projection due to the receipt of Interest/Investment income due to higher interest rates. There is a recommended change to the Proposed Budget to account for future interest income.

Revenue:

Additional Revenues

1. Increase in Interest/Investment Income by \$500,000 (recurring)

Action Required:

Board of Commissioners approval is requested to increase the Interest/Investment income revenue by \$500,000. The recommendation to adjust is based on earning a higher amount of interest income in FY2022 and due to the increase in interest rates, this is expected to continue during FY2023.

2. Increase in Transfers-In From Other Funds – County Attorney by \$1.6 million (recurring/non-recurring)

Action Required:

Board of Commissioners approval is requested to increase the Increase in Transfers-In From Other Funds – County Attorney by \$1.6 million. The recommendation for adjustment is not based on new items. It is to correct increase to the transfers-in from the General Fund and Water Sewer Fund not captured in the FY2023 Risk Fund revenue section during the Proposed Budget process. The transfers-in include \$5,069,994 (\$4,979,994 recurring and \$90,000 non-recurring) from the General Fund and \$726,281 (recurring) from the Water and Sewer Revenue fund.

Expenditures:

1. Increase in the expenditure budget for the County Attorney by \$90,000 (non-recurring)

Action Required:

Board of Commissioners approval is requested to increase the expenditure budget for the County Attorney department. This additional allocation represents the operational enhancement received from the General Fund for the replacement of the incompatible case management system and the increased subscription costs of their online research tool. The budget was increased in the General Fund as a transfer out, however, the operational purchase will occur out of the Risk Fund.

SPECIAL APPROPRIATIONS FUND

There is an increase of \$2.7 million which represents a reconciliation of actual 2022 revenue received in comparison to the Mid-Year projection used for the Proposed Budget.

Revenue and Expenditures:

1. Increase revenue amount by \$2.7 million to reflect total revenue received in 2022.
2. Increase Anticipated Expenditures amount by \$2.7 million to reflect additional revenue which will be available for use in 2023.

Action Required:

Board of Commissioners approval is requested to increase the budget for FY2023 as presented.

NEW POSITIONS LIST

The new booklet reflects all changes made to the New Positions List since the Proposed Budget was submitted to the Board of Commissioners in November. The new position list includes any action necessary to effectuate the requested changes to the FY2023 budget outlined above.

AML LIST

The new booklet includes the Annual Hardware and Software Maintenance and Support List for FY2023.

CC:

Alton Adams, Chief Operating Officer

Dr. Pamela Roshell, Chief Operating Officer

Y. Soo Jo, County Attorney

Hakeem Oshikoya, Finance Director

Ray Turner, Deputy Finance Director


Sabrinna McTier, Budget Manager


Tonya Grier, Clerk to the Board of Commissioners



INTER-OFFICE MEMORANDUM

TO: BOARD OF COMMISSIONERS

THROUGH: Dick Anderson, County Manager 

FROM: Sharon L. Whitmore, Chief Financial Officer 

DATE: January 30, 2023

SUBJECT: Amendments to the Revised FY2023 Proposed Budget Approved on January 18, 2023.

Please find below a list of amendments to the Revised FY2023 Proposed Budget. These final set of changes were approved by the Board of Commissioners on January 18, 2023, when the budget was formally adopted.

CHANGES TO THE FY2023 PROPOSED BUDGET

1. Approved all changes outlined on the January 4, 2023 memo. (See January 4 Changes Tab)
2. Revenues: Current Year Property Taxes in the General Fund:
 - a. Increase the budget \$20,531,911 based upon an assumed millage rate of 9.3724 to support the increase in the expenditure budget and required fund balance reserve requirement.
3. Expenditures: Arts and Culture Department in the General Fund:
 - a. Increase the budget \$1,700,000 with the resources being used for the Contract for Services program. (non-recurring)
 - b. Increase the budget \$133,000 with the resources being used for FACE/FGTV films programs/personnel – 3 positions split between Arts and Library. (recurring)
 - c. Increase the budget \$75,000 with the resources being used for the Music Education Group. (non-recurring)
 - d. Increase the budget \$250,000 with the resources being used for Fulton Films. (non-recurring)
 - e. Increase the budget \$217,000 with the resources being used for the Arts programs (70%/30% split of \$310,000 between Arts and Library). (non-recurring)
 - f. Increase the budget \$350,000 with the resources being used for Arts programs (70%/30% split of \$500,000 between Arts and Library). (non-recurring)
 - g. Increase the budget \$200,000 with the resources being provided to Bear Creek Nature Center. (non-recurring)

- h. Increase the budget \$20,000 with the resources being provided to Johns Creek Symphony. (non-recurring)
- i. Increase the budget \$9,000 with the resources being provided to Alpharetta Symphony. (non-recurring)
- j. Increase the budget \$15,000 with the resources being provided to African American Philharmonic Orchestra. (non-recurring)
- k. Increase the budget \$15,000 with the resources being provided to Orchestra Noir. (non-recurring)
- l. Increase the budget \$500,000 with the resources being provided to Bear Creek Nature Center – Capital. (non-recurring)
- m. Increase the budget \$500,000 with the resources being provided to Chattahoochee Nature Center – Capital. (non-recurring)

4. Expenditures: Community Development Department in the General Fund:

- a. Increase the budget \$250,000 with the resources being used for a contribution to Atlanta Public Schools. (non-recurring)
- b. Increase the budget \$250,000 with the resources being used for a contribution to the Fulton County School System. (non-recurring)
- c. Increase the budget \$1,500,000 with the resources being used for the Community Services Program (CSP). (non-recurring)
- d. Increase the budget \$1,000,000 with the resources being used for a new Youth and Homeless Youth programs. (non-recurring)
- e. Increase the budget \$75,000 with the resources being used for the CEOs of Tomorrow program. (non-recurring)
- f. Increase the budget \$75,000 with the resources being used for the Empowering Young Men to Excel program. (non-recurring)
- g. Increase the budget \$75,000 with the resources being provided to Next Level Boys Academy. (non-recurring)
- h. Increase the budget \$500,000 with the resources being used for the Summer Youth program. (non-recurring)
- i. Increase the budget \$11,000 with the resources being provided to Lion Heart School. (non-recurring)

5. Expenditures: District Attorney's Office in the General Fund:

- a. Increase the budget \$125,000 with the resources being used for Personnel: Overtime. (non-recurring)
- b. Increase the budget \$431,024 with the resources being used for Personnel: vacant position attrition restoration (recurring)
- c. Increase the budget \$800,000 with the resources being used for the capital purchase of vehicles. (non-recurring)

- d. Increase the budget \$3,343,976 with the resources being used for operational expenditures. (non-recurring)
6. Expenditures: Department of Real Estate and Asset Management in the General Fund:
- a. Increase the budget \$180,000 with the resources being used for the Metro Atlanta Land Bank Authority's budget. (non-recurring)
7. Expenditures: Library and Cooperative Extension Department in the General Fund:
- a. Increase the budget \$57,000 with the resources being used for FACE/FGTV films programs/personnel – 3 positions split between Arts and Library. (recurring)
 - b. Increase the budget \$93,000 with the resources being used for the Library programs (70%/30% split of \$310,000 between Arts and Library). (non-recurring)
 - c. Increase the budget \$150,000 with the resources being used for Library programs (70%/30% split of \$500,000 between Arts and Library). (non-recurring)
8. Expenditures: Non-Agency Department in the General Fund:
- a. Increase contribution to Sadie G. Mays organization to \$1,200,000. (non-recurring)
 - b. Increase the budget \$632,000 with the resources being used for childcare funding through Care.com via Human Resources. (non-recurring)
 - c. Increase the budget \$250,000 with the resources being used for Reparation Task Force. (non-recurring)
 - d. Decrease the budget \$2,175,673 from the Inmate Housing Outsourcing Cobb County contract with the resources being transferred to the Sheriff's Office for Personnel. (recurring)
 - e. Decrease the budget \$10,000,000 from the appropriated reserve with the resources being transferred to the Sherriff's Office for Personnel: Overtime (non-recurring)
 - f. Increase the budget \$5,000,000 with the resources being used for the Public Health Reserve. (non-recurring)
 - g. Increase the budget \$5,000,000 with the resources being used for the Facilities Reserve. (non-recurring)
 - h. Decrease the budget \$1,700,000 from the appropriated reserve with the resources being transferred to the Arts and Culture department for the Contracts for Services Program in the Arts department. (non-recurring)
 - i. Decrease the budget \$800,000 from the appropriated reserve with the resources being transferred to the District Attorney's office for the capital purchase of vehicles (non-recurring)

- j. Decrease the budget \$125,000 from the appropriated reserve with the resources being transferred to the District Attorney's office for Personnel: Overtime. (non-recurring)
- k. Decrease the budget \$3,343,976 from the appropriated reserve with the resources being transferred to the District Attorney's office for operating expenses. (non-recurring)
- l. Decrease the budget \$400,000 from the appropriated reserve with the resources being transferred to the Department of Senior Services for the Quality Living Services program (non-recurring)
- m. Decrease the budget \$500,000 from the appropriated reserve with the resources being transferred to the Department of Senior Services for the Home Delivered Meals program. (non-recurring)
- n. Decrease the budget \$1,500,000 from the appropriated reserve with the resources being transferred to the Community Development department for the Community Services Program (CSP). (non-recurring)
- o. Decrease the budget \$250,000 from the appropriated reserve with the resources being transferred to the Community Development department for a contribution to Atlanta Public Schools. (non-recurring)
- p. Decrease the budget \$250,000 from the appropriated reserve with the resources being transferred to the Community Development department for a contribution to the Fulton County School System. (non-recurring)
- q. Decrease the budget \$75,000 from the appropriated reserve with the resources being transferred to the Community Development department for the CEOs of Tomorrow program. (non-recurring)
- r. Decrease the budget \$75,000 from the appropriated reserve with the resources being transferred to the Community Development department for the Empowering Young Men to Excel program. (non-recurring)
- s. Decrease the budget \$75,000 from the appropriated reserve with the resources being provided to Next Level Boys Academy. (non-recurring)
- t. Decrease the budget \$500,000 from the appropriated reserve with the resources being transferred to the Community Development department for the Summer Youth program. (non-recurring)
- u. Decrease the budget \$11,000 with the resources from the appropriated reserve being provided to Lion Heart School. (non-recurring)
- v. Decrease the budget \$75,000 from the appropriated reserve with the resources being transferred to the Arts and Culture department for the Music Education Group. (non-recurring)

- w. Decrease the budget \$250,000 from the appropriated reserve with the resources being transferred to the Arts and Culture department for an additional contribution to Fulton Films. (non-recurring)
- x. Decrease the budget \$180,000 from the appropriated reserve with the resources being transferred to the Department of Real Estate and Asset Management for the Metro Atlanta Land Bank Authority. (non-recurring)
- y. Decrease the budget \$217,000 with the resources from the appropriated reserve being transferred to the Arts and Culture Department for the Arts programs (70%/30% split of \$310,000 between Arts and Library). (non-recurring)
- z. Decrease the budget \$350,000 with the resources from the appropriated reserve being transferred to the Arts and Culture Department for Arts programs (70%/30% split of \$500,000 between Arts and Library). (non-recurring)
- aa. Decrease the budget \$93,000 with the resources from the appropriated reserve being transferred to the Library Department for Library programs (70%/30% split of \$310,000 between Arts and Library). (non-recurring)
- bb. Decrease the budget \$150,000 with the resources from the appropriated reserve being transferred to the Library Department for Library programs (70%/30% split of \$500,000 between Arts and Library). (non-recurring)
- cc. Decrease the budget \$200,000 with the resources from the appropriated reserve being transferred to the Arts and Culture Department for the Bear Creek Nature Center. (non-recurring)
- dd. Decrease the budget \$20,000 with the resources from the appropriated reserve being transferred to the Arts and Culture Department for the Johns Creek Symphony. (non-recurring)
- ee. Decrease the budget \$9,000 with the resources from the appropriated reserve being transferred to the Arts and Culture Department for the Alpharetta Symphony. (non-recurring)
- ff. Decrease the budget \$15,000 with the resources from the appropriated reserve being transferred to the Arts and Culture Department for the African American Philharmonic Orchestra. (non-recurring)
- gg. Decrease the budget \$15,000 with the resources from the appropriated reserve being transferred to the Arts and Culture Department for Orchestra Noir. (non-recurring)
- hh. Decrease the budget \$500,000 with the resources from the appropriated reserve being transferred to the Arts and Culture Department for the Bear Creek Nature Center – Capital. (non-recurring)
- ii. Decrease the budget \$500,000 with the resources from the appropriated reserve being transferred to the Arts and Culture Department for the Chattahoochee Nature Center – Capital. (non-recurring)

- jj. Decrease the budget \$71,439 with the resources from the appropriated reserve being transferred to the Probate Court department for a portion of the non-recurring operational expenditures (balance of appropriated reserve). (non-recurring)
9. Expenditures: Probate Court Department in the General Fund:
 - a. Increase the budget \$1,500,000 with the resources being used for Probate Court operational expenditures. (recurring/non-recurring)
 10. Expenditures: Registration and Elections Department in the General Fund:

Increase the budget \$66,693 with the resources being used for an Administrative Coordinator position. (recurring)
 11. Expenditures: Senior Services Department in the General Fund:
 - a. Increase the budget \$400,000 with the resources being used for the Quality Living Services (QLS) program. (non-recurring)
 - b. Increase the budget \$500,000 with the resources being used for the Home Delivered Meals program. (non-recurring)
 12. Expenditures: State Court: Solicitor General Department in the General Fund:
 - a. Increase the budget \$1,200,000 with the resources being used for programs. (recurring/non-recurring)
 13. Expenditures: Sheriff's Office in the General Fund:
 - a. Increase the budget \$2,175,673 with the resources being used for Personnel. (recurring)
 - b. Increase the budget \$10,000,000 with the resources being used for Personnel: Overtime. (non-recurring)
 - c. Increase the budget \$1,200,000 with the resources being used for Personnel: Civilian COLA. (recurring)

CC:

Alton Adams, Chief Operating Officer
 Dr. Pamela Roshell, Chief Operating Officer
 Y. Soo Jo, County Attorney
 Hakeem Oshikoya, Finance Director
 Ray Turner, Deputy Finance Director
 Sabrinna McTier, Budget Manager
 Tonya Grier, Clerk to the Board of Commissioners

Fund Synopsis

Fulton County's Budget is structured on the basis of individual funds. Each fund represents a distinct financial entity with its own revenues and expenditures. Listed below is a description of the major operating funds used.

The General Fund (Fund 100) is a tax-based fund used to provide and account for costs of services, which are supplied, on a countywide basis, such as court, health, library and welfare services.

The Fulton Industrial District Fund (Fund 301) is used to account for all financial activities in the Fulton Industrial Boulevard Corridor. Separate taxes are levied in the area and municipal type services are provided for the citizens living in the area. The municipal type services provided include police, fire, code enforcement and business license. Financing is provided by a specific annual property tax levy and fees and charges for services.

The Communications (911) Fund (Fund 340) was created in 1994. This fund provides for the County's emergency communication operation. It is funded by the "911 surcharge" on county residents' telephone bills and by a supplement from the General Fund.

The Water & Sewer Revenue System (Fund 201), which is composed of the Water & Sewer Revenue Fund, and the Water & Sewer Renewal and Extension Fund (Fund 203), is funded principally from fees paid by water and sewer customers for water and sewer services. Taxes are not used as a source of revenue for the system; fees are set at a level to make the system self-supporting.

The Bond Fund (Fund 600) is a taxed-based fund used by Fulton County to provide the capital necessary for major infrastructure improvements and falls into two categories:

- Annual Bond – General Obligation Bond (GOB). The entire general tax-base of Fulton County supports debt incurred through an issuance of these bonds. The County is authorized by the State to issue up to \$3,000,000 in (GOB) on an annual basis without a referendum.
- Referendum General Obligation Bonds. The entire general tax base of the County supports debt created by issuing this type of bond. State Law requires that a referendum be held before these bonds may be issued.

The Risk Management Fund (Fund 725) was created in 1999 to account for insurance services provided to all agencies in the County. The primary insurance activities financed from this fund include automobile physical damage, automobile liability, employee and Public Officials bonds, building & contents, medical malpractice, general liability, risk management operating expenses, and in 2004 the Workers' Compensation self-insurance program.

The Airport Fund (Fund 200) was created in 2002 to be in compliance with the Government

Accounting Standards Board's (GASB) thirty-four (34) reporting requirements that require an Airport to operate and be reported as an Enterprise Fund. The Airport Fund's Budget is balanced using revenues generated from services, rentals and sales, and subsidized if needed by the General Fund.

The Special Appropriation Funds (various funds) are used to account for the proceeds of specific revenue sources (other than major capital projects) that are legally restricted to expenditures for specified purposes.

FY2023 Adopted Budget by Fund and Year

in millions \$

| Fund Name | FY2021 Amended Budget | FY2022 Amended Budget | FY2023 Adopted Budget |
|-----------------------|-----------------------------|-----------------------------|-----------------------------|
| General Fund | \$ 800.4 | \$ 857.2 | \$ 897.5 |
| Airport Fund | 5.6 | 7.6 | 7.6 |
| Water Revenue Fund | 156.0 | 159.3 | 185.4 |
| Water Renewal Fund | 104.9 | 100.1 | 111.4 |
| FID Fund | 43.1 | 28.2 | 27.9 |
| 911 Emergency Fund | 7.7 | 8.6 | 8.2 |
| Bond Fund Library | 15.5 | 15.6 | 16.6 |
| Risk Fund | 58.1 | 64.2 | 64.9 |
| Special Appropriation | 16.9 | 17.5 | 18.8 |
| Grand Total | \$ 1,208.3 | \$ 1,258.3 | \$ 1,338.2 |

Fulton County FY2023 Adopted Budget General Fund

| | 2022 Amended Budget | 2022 Actuals | 2023 Proposed Budget | Revised Changes to Proposed Budget 1-4-23 | Revised Changes to Proposed Budget 1-18-23 | 2023 Adopted Budget |
|-------------------------------------|-----------------------|-----------------------|-----------------------|---|--|-----------------------|
| REVENUES | | | | Approved 1-18-23 | | |
| Property Taxes | \$ 652,228,297 | \$ 656,446,818 | \$ 676,000,000 | \$ 2,215,033 | | \$ 678,215,033 |
| Additional 2% Revenue | | - | 16,000,000 | - | | 16,000,000 |
| Revenue for Budgetary Changes | - | - | - | - | 20,531,911 | 20,531,911 |
| Local Option Sales Taxes | 15,000,000 | 17,551,513 | 17,000,000 | - | | 17,000,000 |
| All Other | 83,200,404 | 86,330,754 | 101,000,000 | (9,946,747) | | 91,053,253 |
| Total Revenues | \$ 750,428,702 | \$ 760,329,086 | \$ 810,000,000 | \$ (7,731,714) | \$ 20,531,911 | \$ 822,800,197 |
| EXPENDITURES | | | | | | |
| Arts and Culture | \$ 5,634,291 | 5,454,045 | \$ 4,485,268 | \$ 1,216,004 | \$ 3,984,000 | \$ 9,685,272 |
| Behavioral Health | 17,050,336 | 14,199,437 | 18,465,916 | | | \$ 18,465,916 |
| Board of Commissioners | 4,059,256 | 3,666,317 | 4,154,213 | 323,734 | | \$ 4,477,947 |
| Clerk to the Commission | 1,270,823 | 1,151,448 | 1,323,704 | | | \$ 1,323,704 |
| Community Dev. | 11,789,163 | 10,885,912 | 10,918,332 | | 3,736,000 | \$ 14,654,332 |
| County Attorney | 3,650,564 | 3,650,564 | 5,069,994 | | | \$ 5,069,994 |
| County Auditor | 1,396,637 | 1,373,838 | 1,410,358 | | | \$ 1,410,358 |
| County Manager | 3,619,870 | 3,488,650 | 3,827,658 | | | \$ 3,827,658 |
| Econ. Dev./ Select Fulton | 655,653 | 640,519 | 871,850 | | | \$ 871,850 |
| Diversity and Civil Rights | 1,540,400 | 1,158,348 | 1,514,230 | | | \$ 1,514,230 |
| Emergency Management | 5,577,684 | 5,394,893 | 5,664,486 | | | \$ 5,664,486 |
| Child Attorney | 3,453,657 | 3,374,762 | 3,680,718 | | | \$ 3,680,718 |
| County Marshal | 7,060,063 | 6,871,086 | 7,425,060 | | | \$ 7,425,060 |
| District Attorney | 32,445,275 | 32,324,900 | 36,943,241 | | 4,700,000 | \$ 41,643,241 |
| Emergency Services - 911 | 3,561,915 | 3,209,018 | 3,516,628 | | | \$ 3,516,628 |
| External Affairs | 3,851,484 | 3,660,163 | 4,142,779 | (1,216,004) | | \$ 2,926,775 |
| Family & Children Services | 1,684,840 | 1,124,471 | 1,684,840 | | | \$ 1,684,840 |
| Finance | 7,429,525 | 6,462,252 | 7,706,489 | | | \$ 7,706,489 |
| Grady Hospital Transfer | 63,850,095 | 63,850,003 | 49,813,841 | | | \$ 49,813,841 |
| HIV Elimination | 147,002 | 64,109 | 190,432 | | | \$ 190,432 |
| BOH Allocation | 11,613,441 | 11,168,462 | 11,150,587 | | | \$ 11,150,587 |
| Information Technology | 31,777,902 | 27,492,476 | 33,649,309 | 1,500,000 | | \$ 35,149,309 |
| Juvenile Court | 15,712,574 | 15,620,623 | 16,927,218 | | | \$ 16,927,218 |
| Library | 30,395,076 | 26,826,762 | 30,196,143 | | 300,000 | \$ 30,496,143 |
| Magistrate Court | 4,478,655 | 4,211,403 | 4,978,110 | | | \$ 4,978,110 |
| Medical Examiner | 5,776,836 | 5,148,580 | 6,457,310 | | | \$ 6,457,310 |
| Non Agency | 169,772,043 | 146,256,582 | 205,100,637 | 19,026,088 | (12,344,088) | \$ 211,782,637 |
| - Emergency Response Reserve | 16,400,000 | 16,400,000 | - | | | |
| - Appropriated Reserve | - | | | | | |
| - Pension | | | 65,450,522 | * | | 65,450,522 |
| - Leases/Debt | | | 33,761,434 | * | | 33,761,434 |
| - Utilities | | | 24,200,000 | * | | 24,200,000 |
| - Other | | | 81,688,681 | * | | 88,370,681 |
| Human Resources | 5,768,382 | 5,067,587 | 5,832,639 | | | \$ 5,832,639 |
| Police | 9,933,640 | 9,480,593 | 10,648,533 | | | \$ 10,648,533 |
| Probate Court | 4,265,161 | 4,085,126 | 4,818,377 | | 1,500,000 | \$ 6,318,377 |
| Public Defender | 22,529,679 | 21,928,273 | 25,377,575 | | | \$ 25,377,575 |
| Public Works | 500,000 | 500,000 | 500,000 | | | \$ 500,000 |
| Purchasing | 4,535,416 | 3,730,202 | 4,959,943 | | | \$ 4,959,943 |
| Real Estate & Asset Mgmt | 35,161,743 | 33,712,408 | 39,197,818 | | 180,000 | \$ 39,377,818 |
| Registration & Elections | 37,417,753 | 25,514,168 | 4,937,074 | 2,600,000 | 66,693 | \$ 7,603,767 |
| Senior Services | 24,787,932 | 22,192,276 | 25,473,104 | 1,296,623 | 900,000 | \$ 27,669,727 |
| Sheriff | 129,011,046 | 125,171,376 | 124,206,567 | 5,124,327 | 13,375,673 | \$ 142,706,567 |
| State Court - General | 8,263,713 | 7,458,289 | 8,809,769 | | | \$ 8,809,769 |
| State Court - Judges | 6,370,077 | 6,158,432 | 6,893,734 | | | \$ 6,893,734 |
| Solicitor General | 10,218,473 | 9,935,608 | 11,316,397 | | 1,200,000 | \$ 12,516,397 |
| Superior & Magistrate Court - Clerk | 21,779,417 | 19,983,861 | 21,820,092 | | | \$ 21,820,092 |
| Superior Court - General | 23,102,099 | 22,000,729 | 23,398,655 | | | \$ 23,398,655 |
| Superior Court - Judges | 9,275,003 | 9,104,485 | 9,720,397 | | | \$ 9,720,397 |
| Tax Assessor | 20,974,825 | 17,519,571 | 22,146,677 | | | \$ 22,146,677 |
| Tax Commissioner | 17,646,844 | 17,212,563 | 18,747,272 | | | \$ 18,747,272 |
| Total of Expenditures | \$ 857,196,262 | 785,885,173 | \$ 850,073,975 | \$ 29,870,771 | \$ 17,598,278 | \$ 897,543,024 |
| Revenues > Expenditures | \$ (106,767,561) | \$ (25,556,087) | \$ (40,073,975) | \$ (37,602,485) | \$ 2,933,633 | \$ (74,742,827) |
| Fund Balance - Beginning | \$ 249,919,336 | \$ 249,919,336 | | | | \$ 224,363,249 |
| Fund Balance - Ending | \$ 143,151,776 | \$ 224,363,249 | | | | \$ 149,620,422 |
| Fund Balance Minimum Reserve | \$ 143,151,776 | | | | | \$ 149,620,422 |

* For Display Purposes - Breakout of Non Agency Total

Fulton County FY2023 Adopted Budget Airport Fund

Adopted
January 18, 2023

| | 2021 Actual | 2022 Adopted Budget | 2022 Actual | 2023 Adopted Budget |
|-------------------------------|---------------------|------------------------|---------------------|------------------------|
| REVENUES | | | | |
| Rents & Royalties | \$ 1,792,131 | \$ 1,565,330 | \$ 1,898,621 | \$ 1,600,000 |
| Lease Payment | 1,550,000 | 1,500,000 | 1,500,000 | 1,500,000 |
| Sales Tax for Jet Fuel | 573,634 | 415,318 | 661,938 | 600,000 |
| Other Revenue | 704,931 | 150,000 | 382 | - |
| Total Revenues | \$ 4,620,696 | \$ 3,630,648 | \$ 4,060,941 | \$ 3,700,000 |
| EXPENDITURES | | | | |
| Public Works | \$ 1,466,401 | \$ 7,106,125 | \$ 1,368,342 | \$ 7,130,727 |
| Fire (ARFF Operations) | 162,899 | 450,000 | 266,598 | 455,823 |
| Total Expenditures | \$ 1,629,300 | \$ 7,556,125 | \$ 1,634,941 | \$ 7,586,550 |
| Revenues > Expenditures | \$ 2,991,396 | \$ (3,925,477) | \$ 2,426,001 | \$ (3,886,550) |
| Retained Earnings - Beginning | \$ 2,320,162 | \$ 5,311,558 | \$ 5,311,558 | \$ 7,737,558 |
| Retained Earnings - Ending | \$ 5,311,558 | \$ 1,386,081 | \$ 7,737,558 | \$ 3,851,008 |

**Fulton County FY2023 Adopted Budget
Water and Sewer Revenue Fund**

Approved
December 21, 2022

| | 2021 Actual | 2022 Amended Budget | 2022 Actual | 2023 Adopted Budget |
|---------------------------------|-----------------------|------------------------|-----------------------|------------------------|
| REVENUES | | | | |
| Charges for Services | \$ 146,068,053 | \$ 146,296,906 | \$ 155,805,345 | \$ 159,108,915 |
| Total Revenues | \$ 146,068,053 | \$ 146,296,906 | \$ 155,805,345 | \$ 159,108,915 |
| EXPENDITURES | | | | |
| Non Agency | \$ 2,676,149 | \$ 2,705,296 | \$ 1,753,600 | \$ 2,500,000 |
| Transfer to Sinking Fund | 39,599,553 | 39,600,000 | 39,541,791 | 39,660,000 |
| Transfer to Renewal & Extension | 32,000,000 | 40,449,870 | 40,449,870 | 65,000,000 |
| Public Works | 62,969,524 | 70,964,219 | 66,492,472 | 72,143,625 |
| Finance | 3,192,217 | 3,595,274 | 3,450,427 | 3,818,614 |
| Human Resources | 269,548 | 281,000 | 281,000 | 300,670 |
| County Attorney | 570,616 | 570,616 | 570,616 | 726,281 |
| Information Technology | 810,134 | 1,120,146 | 863,150 | 1,205,495 |
| Total Expenditures | \$ 142,087,742 | \$ 159,286,421 | \$ 153,402,926 | \$ 185,354,685 |
| Revenues > Expenditures | \$ 3,980,311 | \$ (12,989,515) | \$ 2,402,419 | \$ (26,245,770) |
| Retained Earnings - Beginning | \$ 37,427,723 | \$ 41,408,034 | \$ 41,408,034 | \$ 43,810,454 |
| Retained Earnings - Ending | \$ 41,408,034 | \$ 28,418,520 | \$ 43,810,454 | \$ 17,564,683 |

**Fulton County FY2023 Adopted Budget
Water and Sewer Renewal Fund**

| | 2021 Actual | 2022 Amended Budget | 2022 Actual | 2023 Adopted Budget |
|-----------------------------------|------------------------|------------------------|----------------------|------------------------|
| REVENUES | | | | |
| Assessments | \$ 7,697,222 | \$ 7,771,234 | \$ 7,166,450 | \$ 7,000,000 |
| Transfer from W & S Fund | 32,000,000 | 40,449,870 | 40,449,870 | 65,000,000 |
| Total Revenues | \$ 39,697,222 | \$ 48,221,104 | \$ 47,616,320 | \$ 72,000,000 |
| EXPENDITURES | | | | |
| Information Technology | \$ 108,812 | \$ 115,071 | \$ 114,772 | \$ 115,497 |
| Public Works | \$ 8,391,046 | 12,991,632 | \$ 9,551,916 | \$ 14,831,194 |
| Non Agency | \$ 1,139,065 | 1,988,397 | \$ 820,000 | \$ 1,968,924 |
| Multi-year Expenditures | \$ 45,119,271 | 85,000,000 | \$ 32,310,546 | \$ 94,500,000 |
| Total Expenditures | \$ 54,758,193 | \$ 100,095,100 | \$ 42,797,234 | \$ 111,415,615 |
| Revenues > Expenditures | \$ (15,060,970) | \$ (51,873,996) | \$ 4,819,086 | \$ (39,415,615) |
| Retained Earnings - Beginning | \$ 70,174,768 | \$ 55,113,797 | \$ 55,113,797 | \$ 59,932,883 |
| Retained Earnings - Ending | \$ 55,113,797 | \$ 3,239,801 | \$ 59,932,883 | \$ 20,517,268 |
| Reserve for CIP | \$ 55,113,797 | \$ 3,239,801 | \$ 59,932,883 | \$ 20,517,268 |

Fulton County FY2023 Adopted Budget Fulton Industrial District Fund (FID)

Adopted
January 18, 2023

| | 2021 Actual | 2022 Amended Budget | 2022 Actual | 2023 Adopted Budget |
|---------------------------|----------------------|------------------------|---------------------|------------------------|
| REVENUES | | | | |
| Property Taxes | \$ 13,749,202 | \$ 6,261,326 | \$ 5,475,138 | \$ 4,318,773 |
| License & Permits | 3,118,313 | 125,110 | 673,512 | 526,050 |
| All Other | 1,576,390 | 5,365 | 1,698,529 | 1,571,301 |
| Transfer GF PW | 450,000 | 500,000 | 500,000 | 500,000 |
| Total Revenues | \$ 18,893,906 | \$ 6,891,801 | \$ 8,347,180 | \$ 6,916,124 |
| EXPENDITURES | | | | |
| Finance | \$ 39,027 | \$ 86,555 | \$ 4,471 | \$ 86,555 |
| Fire Rescue | 1,477,083 | 325,000 | 297,917 | 325,000 |
| Public Works | 4,209,892 | 2,520,069 | 1,944,724 | 1,462,543 |
| Non Agency | 13,443,509 | 22,726,078 | 2,431,460 | 22,659,247 |
| Police | 4,905,039 | 2,588,002 | 2,371,606 | 3,323,807 |
| Total Expenditures | \$ 24,074,551 | \$ 28,245,704 | \$ 7,050,177 | \$ 27,857,152 |
| | | | | |
| Revenues > Expenditures | \$ (5,180,645) | \$ (21,353,903) | \$ 1,297,002 | \$ (20,941,028) |
| | | | | |
| Fund Balance - Beginning | \$ 26,534,548 | \$ 21,353,903 | \$ 21,353,903 | \$ 22,650,906 |
| | | | | |
| Fund Balance - Ending | \$ 21,353,903 | \$ 0 | \$ 22,650,906 | \$ 1,709,878 |

**Fulton County FY2022 Adopted Budget
Emergency Communications (911)**

Adopted
January 18, 2023

| | 2021 Actual | 2022 Adopted Budget | 2022 Actual | 2023 Adopted Budget |
|--------------------------------|---------------------|------------------------|---------------------|------------------------|
| REVENUES | | | | |
| User Fees | \$ 3,565,488 | \$ 3,245,934 | \$ 3,500,370 | \$ 3,250,000 |
| Transfer from FID | 415,000 | 415,000 | 415,000 | 415,000 |
| Supplement from External Users | 2,503,472 | 2,435,213 | 2,849,994 | 2,400,000 |
| *Pre Paid Wireless Fee | 624,388 | 570,188 | 601,478 | 570,000 |
| Total Revenues | \$ 7,108,349 | \$ 6,666,335 | \$ 7,366,842 | \$ 6,635,000 |
| EXPENDITURES | | | | |
| Emergency Communications | \$ 6,262,639 | \$ 8,575,494 | \$ 7,568,836 | \$ 8,207,314 |
| Total Expenditures | \$ 6,262,639 | \$ 8,575,494 | \$ 7,568,836 | \$ 8,207,314 |
| | | | | |
| Revenues > Expenditures | \$ 845,709 | \$ (1,909,159) | \$ (201,994) | \$ (1,572,314) |
| | | | | |
| Fund Balance - Beginning | \$ 4,843,046 | \$ 5,688,756 | \$ 5,688,756 | \$ 5,486,762 |
| | | | | |
| Fund Balance - Ending | \$ 5,688,756 | \$ 3,779,597 | \$ 5,486,762 | \$ 3,914,448 |

Fulton County FY2022 Adopted Budget Bond Fund

Adopted
January 18, 2023

| | 2021 Actual | 2022 Adopted Budget | 2022 Actual | 2023 Adopted Budget |
|----------------------------|----------------------|------------------------|----------------------|------------------------|
| REVENUES | | | | |
| Property Tax | \$ 19,739,822 | \$ 19,069,008 | \$ 17,894,970 | \$ 19,596,707 |
| Total Revenues | \$ 19,739,822 | \$ 19,069,008 | \$ 17,894,970 | \$ 19,596,707 |
| EXPENDITURES | | | | |
| Non-Agency - Debt Services | \$ 15,528,522 | \$ 15,552,700 | \$ 15,550,332 | \$ 16,561,920 |
| Total Expenditures | 15,528,522 | \$ 15,552,700 | \$ 15,550,332 | \$ 16,561,920 |
| | | | | |
| Revenues > Expenditures | \$ 4,211,300 | \$ 3,516,308 | \$ 2,344,638 | \$ 3,034,787 |
| Fund Balance - Beginning | \$ 35,115,533 | \$ 39,326,833 | \$ 39,326,833 | \$ 41,671,471 |
| Fund Balance - Ending | \$ 39,326,833 | \$ 42,843,141 | \$ 41,671,471 | \$ 44,706,258 |

Fulton County FY2022 Adopted Budget Risk Fund

Adopted
January 18, 2023

| | 2022 Amended Budget | 2022 Actual | 2023 Proposed Budget | Recommended Changes to Proposed Budget | 2023 Adopted Budget |
|--|------------------------|-----------------------|-------------------------|--|------------------------|
| REVENUES | | | | | |
| Transfers-In from Other Funds- Risk Assessment | \$ 16,113,040 | \$ 15,940,793 | \$ 16,000,000 | \$ - | \$ 16,000,000 |
| Investment Income | | \$ 564,319 | \$ - | \$ 500,000 | \$ 500,000 |
| Other Revenue | 23,048 | 14,024 | 10,000 | - | 10,000 |
| Transfers-In from Other Funds - County Attorney | 4,221,180 | 4,221,180 | 4,150,000 | 1,646,275 | 5,796,275 |
| Total Revenues | \$ 20,357,268 | \$ 20,740,317 | \$ 20,160,000 | \$ 2,146,275 | \$ 22,306,275 |
| EXPENDITURES | | | | | |
| Non-Agency - Direct Chgs/Settlements | \$ 52,798,655 | \$ 11,446,328 | \$ 54,000,000 | | \$ 54,000,000 |
| County Attorney | 10,110,956 | 9,802,586 | 9,420,363 | \$ 90,000 | \$ 9,510,363 |
| Finance | 1,312,499 | 1,084,861 | 1,363,858 | | \$ 1,363,858 |
| Total Expenditures | \$ 64,222,110 | \$ 22,333,775 | \$ 64,784,221 | \$ 90,000 | \$ 64,874,221 |
| Revenues > Expenditures | \$ (43,864,842) | \$ (1,593,458) | \$ (44,624,221) | | \$ (42,567,946) |
| Fund Balance - Beginning | \$ 44,364,842 | \$ 44,364,842 | \$ 45,504,301 | | \$ 42,771,384 |
| Fund Balance - Ending | \$ 500,000 | \$ 42,771,384 | \$ 880,080 | | \$ 203,438 |

SPECIAL APPROPRIATION FUNDS — DESCRIPTION OF PURPOSE

Special appropriation funds are used to account for the revenue received from specific taxes or other specific revenue sources.

Fund 215, Wolf Creek Fund: is an enterprise fund established to account for financial activities of the Wolf Creek Amphitheater. All revenues of the amphitheater are used to cover expenses. Any excess future revenue over expenditures from operations will remain in the fund to be used for capital or operation expenses.

Fund 300, Special Taxing District Fund: is a tax-based fund. Taxes are levied only on property in a district composed of the unincorporated portions of the county. Pursuant to House Bill 36 the Special Taxing Districts are broken out into Sub-Districts representing the major non-contiguous areas of unincorporated Fulton County (South Fulton). Each Sub-District will finance the provision of municipal type services from taxes, fees, and assessments levied within the Sub-District.

Fund 308, Special Revenue TSPLOST: A majority of voters of Fulton County approved a Transportation Special Purpose Local Option Sales Tax which began on April 1, 2017 and will continue until March 31, 2022. The proceeds from this tax are to be used for a number of transportation projects.

Fund 345, Sandy Springs Tax Allocation District: Holds residual monies of slightly over \$3,000 for a tax allocation which was not finalized.

Fund 419, Clerk of Superior & Magistrate Court Technology Fund: Funds are generated through the E-Recording fees and will be used for technology in the Clerk of Superior & Magistrate Court.

Fund 421, Sheriff's Sale Fund: Funds generated through the sale of tax deeds on the Courthouse steps due to outstanding property taxes. Proceeds are used to offset the costs associated with the Sheriff's Tax Sale process.

Fund 422, D.A.T.E. Fund: Funds are generated through Judge ordered fines in Drug Court. Offenders are fined and 50% is added to the fine and are used for drug, alcohol, training and education purposes.

Fund 423, Business Court Fund: Funds are generated by a transfer fee that helps defray the costs of the senior judges as more cases are transferred to this division.

Fund 429, Superior Court Technology Fund: Funding will be used for technology in the Superior Court.

Fund 433, Law Library Fund: Funds are used to procure and maintain a collection of law books and legal references for use by citizens, judges, magistrates and county staff.

Fund 434, Co-op Extension: Fees from the rental of county properties and Community Garden.

Fund 439, Fulton Clerks of Courts Technology Fund: Funds are generated through the E-File fees and will be used for technology in the Clerks to Superior & Magistrate Court and State Court.

Fund 441, Restricted Assets: 5% of the fines collected from all courts are used to fund the operations of Victim Assistance Programs.

Fund 442, Federal Equitable Sharing: Proceeds of liquidated seized assets from asset forfeitures are shared between law enforcement agencies – Fulton County Share.

Fund 451, Salute to the Arts: Funds are used to pay for Arts Council programming.

Fund 453, Special Revenue Funds: Agency Funds – Represents funds received from private donations for a variety of reasons. i.e., Beat the Odds Program, South Fulton Leadership Conference, Dept. Head flowers & retirement gifts, LGSF Conference, Judges Conference and children medical prescriptions.

Fund 454, Hotel/Motel Taxes: Represents funds collected by 3rd party company.

Fund 455, Tommie Dora Barker Fellow Endowment: Due to the closing of the Emory University School of Library Science, the assets of the Tommie Dora Barker Fellowship Endowment were transferred by Court Order to the Atlanta Fulton Public Library to be used for the purpose of staff development.

Fund 456, FulCo/Atlanta Reappraisal Project: Previous funding dedicated for property reappraisals.

Fund 458, Indigent Defense Committee: Funds used to pay attorneys to provide fair and equal representation for individuals who cannot afford representation.

Fund 462, Fitness Center: County employees pay, via payroll deduction, funds that provide for staffing and operation of the Fitness Center. (100% Employee Paid Dues)

Fund 468, Employee Service Fund: Represents funds received from vending machines and used to fund Fulton County employee appreciation events.

Fund 470, NACO Conference: Funds were accumulated for attendance at NACO conferences in prior years.

Fund 473, Tree Preservation Trust Fund: Developer related funding for the replacement of trees and preservation of greenspace and is held in trust pending final site plan approval.

Fund 474, Tree Plant Trust Fund: Funds shall be used to plant, install, and/or maintain trees and other landscaping on the site of a Capital Project or at public places in the Commission District.

Fund 84C, Public, Education, and Government (PEG) Fund: Accounts for the receipt and expenditure of PEG fees collected through cable providers that are legally restricted for capital expenditures related to the County's cable access channel.

Special Revenue Fund for Constitutional Officers: Funds are generated from inmate commissary purchases at the Fulton County Jail and Alternative Dispute Resolution activity administered by Superior Court.

Fulton County FY2023 Adopted Budget Special Appropriation Funds

| | | |
|---|--------------------|------------------|
| Fund 215, Wolf Creek Fund | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$0 | \$0 |
| Use of Fund Balance | \$55,746 | \$55,746 |
| Anticipated Expenditures | <u>\$55,746</u> | <u>\$0</u> |
| Ending Fund Balance | \$0 | \$55,746 |
| | | |
| Fund 300, Special Services District Fund | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$0 | \$0 |
| Use of Fund Balance | \$21,081 | \$50,132 |
| Anticipated Expenditures | <u>\$21,081</u> | <u>\$29,051</u> |
| Ending Fund Balance | \$0 | \$21,081 |
| | | |
| Fund 308, Special Revenue Fund T-SPLOST | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$150,000 | \$696,990 |
| Use of Fund Balance | \$2,331,333 | \$1,699,616 |
| Anticipated Expenditures | <u>\$2,481,333</u> | <u>\$65,273</u> |
| Ending Fund Balance | \$0 | \$2,331,333 |
| | | |
| Fund 345, Sandy Springs Tax Allocation District | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$0 | \$0 |
| Use of Fund Balance | \$3,125 | \$3,125 |
| Anticipated Expenditures | <u>\$3,125</u> | <u>\$0</u> |
| Ending Fund Balance | \$0 | \$3,125 |
| | | |
| Fund 419, Clerk of Superior & Magistrate Court Technology Fund | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$115,000 | \$324,314 |
| Use of Fund Balance | \$285,231 | \$411,825 |
| Anticipated Expenditures | <u>\$400,231</u> | <u>\$450,908</u> |
| Ending Fund Balance | \$0 | \$285,231 |
| | | |
| Fund 421, Sheriff's Sale Fund (SY) | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$300,000 | \$606,701 |
| Use of Fund Balance | \$354,314 | \$292,360 |
| Anticipated Expenditures | <u>\$654,314</u> | <u>\$544,747</u> |
| Ending Fund Balance | \$0 | \$354,314 |
| | | |
| Fund 422, D.A.T.E. Fund | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$0 | \$165,635 |
| Use of Fund Balance | \$2,249,079 | \$2,242,469 |
| Anticipated Expenditures | <u>\$2,249,079</u> | <u>\$159,025</u> |
| Ending Fund Balance | \$0 | \$2,249,079 |
| | | |
| Fund 423, Business Court Fund | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$0 | \$11,000 |
| Use of Fund Balance | \$80,088 | \$69,722 |
| Anticipated Expenditures | <u>\$80,088</u> | <u>\$634</u> |
| Ending Fund Balance | \$0 | \$80,088 |
| | | |
| Fund 429, Superior Court Technology Fund | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$0 | \$0 |
| Use of Fund Balance | \$71,502 | \$71,502 |
| Anticipated Expenditures | <u>\$71,502</u> | <u>\$0</u> |
| Ending Fund Balance | \$0 | \$71,502 |

A brief description of each fund is located in front of the special revenue schedule.

Fulton County FY2023 Adopted Budget Special Appropriation Funds

| | | |
|--|--------------------|------------------|
| Fund 433, Law Library Fund | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$0 | \$516,321 |
| Use of Fund Balance | \$2,196,301 | \$2,058,775 |
| Anticipated Expenditures | <u>\$2,196,301</u> | <u>\$378,794</u> |
| Ending Fund Balance | \$0 | \$2,196,301 |
| | | |
| Fund 434, Co-op Extension | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$0 | \$55,250 |
| Use of Fund Balance | \$68,770 | \$20,708 |
| Anticipated Expenditures | <u>\$68,770</u> | <u>\$7,188</u> |
| Ending Fund Balance | \$0 | \$68,770 |
| | | |
| Fund 439, Fulton Clerks of Courts Technology Fund | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$100,000 | \$433,519 |
| Use of Fund Balance | \$1,602,720 | \$1,233,627 |
| Anticipated Expenditures | <u>\$1,702,720</u> | <u>\$64,427</u> |
| Ending Fund Balance | \$0 | \$1,602,720 |
| | | |
| Fund 441, Restricted Assets (SY/MY) | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$640,000 | \$892,127 |
| Use of Fund Balance | \$1,119,502 | \$776,710 |
| Anticipated Expenditures | <u>\$1,759,502</u> | <u>\$549,335</u> |
| Ending Fund Balance | \$0 | \$1,119,502 |
| | | |
| Fund 442, Federal Equitable Sharing | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$0 | \$203,879 |
| Use of Fund Balance | \$332,483 | \$215,586 |
| Anticipated Expenditures | <u>\$332,483</u> | <u>\$86,982</u> |
| Ending Fund Balance | \$0 | \$332,483 |
| | | |
| Fund 451, Salute to the Arts | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$0 | \$0 |
| Use of Fund Balance | \$3,668 | \$3,668 |
| Anticipated Expenditures | <u>\$3,668</u> | <u>\$0</u> |
| Ending Fund Balance | \$0 | \$3,668 |
| | | |
| Fund 453, Special Revenue Funds | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$0 | \$891 |
| Use of Fund Balance | \$258,084 | \$257,303 |
| Anticipated Expenditures | <u>\$258,084</u> | <u>\$110</u> |
| Ending Fund Balance | \$0 | \$258,084 |
| | | |
| Fund 454, Hotel/Motel Tax | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$50,000 | \$200,000 |
| Use of Fund Balance | \$0 | \$0 |
| Anticipated Expenditures | <u>\$50,000</u> | <u>\$200,000</u> |
| Ending Fund Balance | \$0 | \$0 |
| | | |
| Fund 455, Tommie Dora Barker Fellow Endowment | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$0 | \$0 |
| Use of Fund Balance | \$170,836 | \$170,836 |
| Anticipated Expenditures | <u>\$170,836</u> | <u>\$0</u> |
| Ending Fund Balance | \$0 | \$170,836 |

A brief description of each fund is located in front of the special revenue schedule.

Fulton County FY2023 Adopted Budget Special Appropriation Funds

| | | |
|--|----------------------|----------------------|
| Fund 456, FulCo/Atlanta Reappraisal Project | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$0 | \$0 |
| Use of Fund Balance | \$24,747 | \$24,747 |
| Anticipated Expenditures | <u>\$24,747</u> | <u>\$0</u> |
| Ending Fund Balance | \$0 | \$24,747 |
| | | |
| Fund 458, Indigent Defense Committee | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$0 | \$0 |
| Use of Fund Balance | \$20 | \$20 |
| Anticipated Expenditures | <u>\$20</u> | <u>\$0</u> |
| Ending Fund Balance | \$0 | \$20 |
| | | |
| Fund 462, Fitness Center | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$0 | \$0 |
| Use of Fund Balance | \$21,980 | \$21,980 |
| Anticipated Expenditures | <u>\$21,980</u> | <u>\$0</u> |
| Ending Fund Balance | \$0 | \$21,980 |
| | | |
| Fund 468, Employee Service Fund | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$30,000 | \$61,950 |
| Use of Fund Balance | \$863,536 | \$1,002,740 |
| Anticipated Expenditures | <u>\$893,536</u> | <u>\$201,155</u> |
| Ending Fund Balance | \$0 | \$863,536 |
| | | |
| Fund 470, NACO Conference | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$0 | \$0 |
| Use of Fund Balance | \$63,437 | \$63,437 |
| Anticipated Expenditures | <u>\$63,437</u> | <u>\$0</u> |
| Ending Fund Balance | \$0 | \$63,437 |
| | | |
| Fund 473, Tree Preservation Trust Fund | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$0 | \$0 |
| Use of Fund Balance | \$247,843 | \$247,843 |
| Anticipated Expenditures | <u>\$247,843</u> | <u>\$0</u> |
| Ending Fund Balance | \$0 | \$247,843 |
| | | |
| Fund 474, Tree Plant Trust Fund | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$0 | \$0 |
| Use of Fund Balance | \$256,537 | \$256,537 |
| Anticipated Expenditures | <u>\$256,537</u> | <u>\$0</u> |
| Ending Fund Balance | \$0 | \$256,537 |
| | | |
| Fund 84C, PEG Fund | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$0 | \$9,155 |
| Use of Fund Balance | \$264,348 | \$304,030 |
| Anticipated Expenditures | <u>\$264,348</u> | <u>\$48,837</u> |
| Ending Fund Balance | \$0 | \$264,348 |
| | | |
| Special Revenue Fund, Constitutional Officers | <u>FY2023</u> | <u>FY2022</u> |
| Anticipated Revenues | \$4,500,000 | \$4,500,000 |
| Use of Fund Balance | \$0 | \$0 |
| Anticipated Expenditures | <u>\$4,500,000</u> | <u>\$4,500,000</u> |
| Ending Fund Balance | \$0 | \$0 |

A brief description of each fund is located in front of the special revenue schedule.

Position Changes for Budget Year 2023

New Positions

2023 Position Changes - New Positions

| Pos # | Action | Title | Fund | Agency | Org | Object | Salary | Effective Date |
|--|---------------|--------------------------------|-------------|---------------|------------|---------------|---------------|-----------------------|
| Magistrate Court | | | | | | | | |
| New | Establish | Senior Staff Attorney | 100 | 422 | 4205 | 1000 | \$117,794 | 12/21/2022 |
| New | Establish | Court Support Manager I | 100 | 422 | 4205 | 1000 | \$59,015 | 12/21/2022 |
| New | Establish | Judicial Assistant | 100 | 422 | 4205 | 1000 | \$45,666 | 12/21/2022 |
| New | Establish | Court Operations Specialist | 100 | 422 | 4205 | 1000 | \$40,928 | 12/21/2022 |
| Medical Examiner | | | | | | | | |
| New | Establish | Medical Legal Transcriptionist | 100 | 340 | 3400 | 1000 | \$37,768 | 12/21/2022 |
| New | Establish | Associate Medical Examiner | 100 | 340 | 3400 | 1000 | \$250,000 | 12/21/2022 |
| Police | | | | | | | | |
| New | Establish | Forensic Supervisor | 301 | 320 | 3205 | 1000 | TBD | 12/21/2022 |
| New | Establish | Police Officer II | 100 | 320 | 5207 | 1000 | \$44,087 | 12/21/2022 |
| New | Establish | Police Officer II | 100 | 320 | 5207 | 1000 | \$44,087 | 12/21/2022 |
| Probate Court | | | | | | | | |
| New | Establish | Senior Staff Attorney | 100 | 410 | 4100 | 1000 | \$117,794 | 12/21/2022 |
| New | Establish | Investigative Analyst | 100 | 410 | 4100 | 1000 | \$47,426 | 12/21/2022 |
| New | Establish | Investigative Analyst | 100 | 410 | 4100 | 1000 | \$47,426 | 12/21/2022 |
| New | Establish | Investigative Analyst | 100 | 410 | 4100 | 1000 | \$47,426 | 12/21/2022 |
| Commission District - At Large - Chairman Pitts | | | | | | | | |
| New | Establish | Deputy Chief of Staff | 100 | 107 | 1072 | 1000 | \$95,000 | 12/21/2022 |
| Commission District 3 - Commissioner Barrett | | | | | | | | |
| New | Establish | Chief of Staff | 100 | 103 | 1032 | 1000 | \$100,000 | 12/21/2022 |
| New | Establish | Communications Director | 100 | 103 | 1032 | 1000 | \$85,000 | 12/21/2022 |
| New | Establish | Community Outreach Director | 100 | 103 | 1032 | 1000 | \$65,000 | 12/21/2022 |
| New | Establish | Administrative Assistant | 100 | 103 | 1032 | 1000 | \$65,000 | 12/21/2022 |

New Classifications

2023 POSITION CHANGES - NEW CLASSIFICATIONS

| Title | Fund | Agency | Unit | Grade | Salary | Effective Date |
|------------------------------------|-------------|---------------|-------------|--------------|---------------|-----------------------|
| Behavioral Health | | | | | | |
| Deputy Director, Behavioral Health | 100 | 755 | 1000 | 28 | \$130,000 | 12/21/2022 |
| External Affairs | | | | | | |
| Deputy Director, External Affairs | 100 | 130 | 1000 | 28 | \$130,000 | 12/21/2022 |
| Public Works | | | | | | |
| Deputy Director, Public Works | 100 | 540 | 1000 | 31 | \$160,000 | 12/21/2022 |
| Police | | | | | | |
| Forensic Supervisor | 301 | 320 | 3205 | TBD | TBD | 12/21/2022 |

Abolish/Establish

2023 Position Changes - Abolish/Establish

| Pos # | Action | Title | Fund | Agency | Org | Object | Salary | Effective Date |
|--------------|---------------|-------------------------------|-------------|---------------|------------|---------------|---------------|-----------------------|
| | | External Affairs | | | | | | |
| 5593 | Abolish | Video Producer Senior | 100 | 130 | 1302 | 1000 | \$51,958 | 2/1/2023 |
| TBD | Establish | Management Policy Analyst III | 100 | 130 | 1305 | 1000 | \$51,958 | 2/1/2023 |

Position Transfers

2023 Positions Changes - Position Transfers

| Pos # | Title | Fund | TO: | | | FROM: | | | Salary | Effective Date | |
|--------|-------------------------------|------|---------------------------|------|--------|-------|-------------------------|------|--------|----------------|----------|
| | | | Agency | Org | Object | Fund | Agency | Org | | | Object |
| | | | Arts & Culture | | | | External Affairs | | | | |
| 921 | Film Production Manager | 100 | 181 | 1302 | 1000 | 100 | 130 | 1302 | 1000 | \$87,546 | 2/1/2023 |
| 1465 | Production Supervisor | 100 | 181 | 1302 | 1000 | 100 | 130 | 1302 | 1000 | \$79,506 | 2/1/2023 |
| 9202 | Production Coordinator | 100 | 181 | 1302 | 1000 | 100 | 130 | 1302 | 1000 | \$71,031 | 2/1/2023 |
| 9333 | Video Producer Senior | 100 | 181 | 1302 | 1000 | 100 | 130 | 1302 | 1000 | \$61,293 | 2/1/2023 |
| 16210 | Production Assistant | 100 | 181 | 1302 | 1000 | 100 | 130 | 1302 | 1000 | \$47,218 | 2/1/2023 |
| 16871 | Video Producer | 100 | 181 | 1302 | 1000 | 100 | 130 | 1302 | 1000 | \$56,567 | 2/1/2023 |
| 18803 | Division Manager FGTV | 100 | 181 | 1302 | 1000 | 100 | 130 | 1302 | 1000 | \$118,332 | 2/1/2023 |
| 103704 | Video Producer | 100 | 181 | 1302 | 1000 | 100 | 130 | 1302 | 1000 | \$56,567 | 2/1/2023 |
| 103705 | Video Producer | 100 | 181 | 1302 | 1000 | 100 | 130 | 1302 | 1000 | \$56,567 | 2/1/2023 |
| 121075 | Film Marketing Coordinator | 100 | 181 | 1302 | 1000 | 100 | 130 | 1302 | 1000 | \$62,349 | 2/1/2023 |
| 15666 | Broadcast Engineer | 84C | 181 | 1302 | 1002 | 84C | 130 | 6522 | 1002 | \$40,928 | 2/1/2023 |
| | | | External Affairs | | | | External Affairs | | | | |
| TBD | Management Policy Analyst III | 100 | 130 | 1305 | 1000 | 100 | 130 | 1302 | 1000 | \$51,958 | 2/1/2023 |

Temporary / Seasonal Positions

2023 Position Changes - Temporaries/Seasonal

| Pos # | Title | Fund | Agency | Org | Object | Effective Date | End Date |
|-------------------------------|--------------------------------------|-------------|---------------|------------|---------------|-----------------------|-----------------|
| County Manager | | | | | | | |
| 101090 | Summer Intern | 100 | 118 | 1812 | 1004 | 12/21/2022 | 12/19/2023 |
| 122473 | Intern | 100 | 118 | 1812 | 1004 | 12/21/2022 | 12/19/2023 |
| 88834 | Intern | 100 | 118 | 1812 | 1004 | 12/21/2022 | 12/19/2023 |
| 96459 | Summer Intern | 100 | 118 | 1823 | 1004 | 12/21/2022 | 12/19/2023 |
| 96460 | Summer Intern | 100 | 118 | 1823 | 1004 | 12/21/2022 | 12/19/2023 |
| 96468 | Summer Intern | 100 | 118 | 1823 | 1004 | 12/21/2022 | 12/19/2023 |
| 104102 | Intern | 100 | 118 | 1823 | 1004 | 12/21/2022 | 12/19/2023 |
| 104103 | Intern | 100 | 118 | 1823 | 1004 | 12/21/2022 | 12/19/2023 |
| Information Technology | | | | | | | |
| 113764 | Lead Application Developer | 100 | 220 | 2202 | 1003 | 12/21/2022 | 12/19/2023 |
| 122210 | Lead Application Manager | 100 | 220 | 2204 | 1003 | 12/21/2022 | 12/19/2023 |
| 116794 | Intern | 100 | 220 | 2204 | 1004 | 12/21/2022 | 12/19/2023 |
| 117427 | Intern | 100 | 220 | 2204 | 1004 | 12/21/2022 | 12/19/2023 |
| 116789 | Intern | 100 | 220 | 2204 | 1004 | 12/21/2022 | 12/19/2023 |
| 116771 | Intern | 100 | 220 | 2204 | 1004 | 12/21/2022 | 12/19/2023 |
| 117622 | Management / Policy Analyst I - TEMP | 100 | 220 | 2204 | 1004 | 12/21/2022 | 12/19/2023 |
| 113819 | Intern | 100 | 220 | 2204 | 1004 | 12/21/2022 | 12/19/2023 |
| 116787 | Intern | 100 | 220 | 2204 | 1004 | 12/21/2022 | 12/19/2023 |
| 117520 | Intern | 100 | 220 | 2204 | 1004 | 12/21/2022 | 12/19/2023 |
| 116791 | Intern | 100 | 220 | 2204 | 1004 | 12/21/2022 | 12/19/2023 |
| 116941 | Intern | 100 | 220 | 2204 | 1004 | 12/21/2022 | 12/19/2023 |
| 117519 | Intern | 100 | 220 | 2204 | 1004 | 12/21/2022 | 12/19/2023 |
| 117523 | Intern | 100 | 220 | 2204 | 1004 | 12/21/2022 | 12/19/2023 |
| 117815 | Assistant to Clerk- Probate Court | 100 | 220 | 2204 | 1004 | 12/21/2022 | 12/19/2023 |
| Library | | | | | | | |
| 122584 | HS Outreach Specialist | 100 | 650 | 6300 | 1004 | 12/21/2022 | 12/19/2023 |
| 122586 | HS Outreach Specialist | 100 | 650 | 6300 | 1004 | 12/21/2022 | 12/19/2023 |
| Public Works | | | | | | | |
| 20924 | Administrative Specialist | 201 | 540 | 5459 | 1004 | 12/21/2022 | 12/19/2023 |
| 123384 | Intern | 201 | 540 | 5401 | 1005 | 12/21/2022 | 12/19/2023 |
| 123385 | Intern | 201 | 540 | 5401 | 1005 | 12/21/2022 | 12/19/2023 |
| 87680 | Asst Director Public Works | 201 | 540 | 5401 | 1003 | 12/21/2022 | 12/19/2023 |
| DREAM | | | | | | | |
| 66534 | Facilities Project Director | 100 | 520 | 5201 | 1003 | 12/21/2022 | 12/19/2023 |
| State Court - General | | | | | | | |
| 20182 | Court Operating Specialist | 100 | 420 | 4201 | 1004 | 12/21/2022 | 12/19/2023 |
| 20183 | Court Operating Specialist | 100 | 420 | 4201 | 1005 | 12/21/2022 | 12/19/2023 |
| 56687 | Intern | 100 | 420 | 4201 | 1004 | 12/21/2022 | 12/19/2023 |
| 56688 | Intern | 100 | 420 | 4201 | 1005 | 12/21/2022 | 12/19/2023 |
| 56689 | Intern | 100 | 420 | 4201 | 1005 | 12/21/2022 | 12/19/2023 |
| 89055 | Fin Sp Supervisor | 100 | 420 | 4201 | 1004 | 12/21/2022 | 12/19/2023 |
| Superior Court General | | | | | | | |
| 124915 | Litigation Mgr | 100 | 450 | 4501 | 1005 | 12/21/2022 | 12/19/2023 |
| 124917 | Court Acct I | 100 | 450 | 4501 | 1005 | 12/21/2022 | 12/19/2023 |
| Tax Assessor | | | | | | | |
| 117675 | Tax Appraisal Clerk II | 100 | 240 | 2403 | 1005 | 12/21/2022 | 12/19/2023 |

Unfund Positions

2023 Position Changes - Unfund Positions

| Pos # | Action | Title | Fund | Agency | Org | Object | Salary | Effective Date |
|---|---------------|-----------------------------|-------------|---------------|------------|---------------|---------------|-----------------------|
| Library | | | | | | | | |
| 1848 | Unfund | Library Assistant | 100 | 650 | 6566 | 1000 | \$32,000 | 12/20/2022 |
| 48162 | Unfund | Library Assistant | 100 | 650 | 6565 | 1000 | \$32,000 | 12/20/2022 |
| Police | | | | | | | | |
| 115092 | Unfund | Crime Scene Technician | 301 | 320 | 3205 | 1000 | \$49,185 | 12/20/2022 |
| Clerk of Superior & Magistrate Court | | | | | | | | |
| 118900 | Unfund | Court Associate | 100 | 470 | 4701 | 1004 | \$17.40/hr | 12/20/2022 |
| Commission District - At Large | | | | | | | | |
| 125763 | Unfund | Com Eng Rep | 100 | 107 | 1072 | 1002 | \$28.85/hr | 12/20/2022 |
| Finance | | | | | | | | |
| 112469 | Unfund | Empl Bene Spec | 415 | 210 | 2110 | 1002 | \$18.16/hr | 12/20/2022 |
| Registration and Elections | | | | | | | | |
| 127161 | Unfund | Security Manager | 350 | 265 | 2880 | 1005 | \$50/hr | 12/21/2022 |
| 127162 | Unfund | Security Specialist | 350 | 265 | 2880 | 1005 | \$50/hr | 12/21/2022 |
| 127163 | Unfund | Security Specialist | 350 | 265 | 2880 | 1005 | \$50/hr | 12/21/2022 |
| 127164 | Unfund | Security Specialist | 350 | 265 | 2880 | 1005 | \$50/hr | 12/21/2022 |
| 127165 | Unfund | Security Specialist | 350 | 265 | 2880 | 1005 | \$50/hr | 12/21/2022 |
| 127166 | Unfund | Security Specialist | 350 | 265 | 2880 | 1005 | \$50/hr | 12/21/2022 |
| 127167 | Unfund | Security Specialist | 350 | 265 | 2880 | 1005 | \$50/hr | 12/21/2022 |
| 127168 | Unfund | Security Specialist | 350 | 265 | 2880 | 1005 | \$50/hr | 12/21/2022 |
| 127169 | Unfund | Security Specialist | 350 | 265 | 2880 | 1005 | \$50/hr | 12/21/2022 |
| 127170 | Unfund | Security Specialist | 350 | 265 | 2880 | 1005 | \$50/hr | 12/21/2022 |
| 127171 | Unfund | Security Specialist | 350 | 265 | 2880 | 1005 | \$50/hr | 12/21/2022 |
| 128262 | Unfund | Courier | 350 | 265 | 2880 | 1005 | \$17.50/hr | 12/21/2022 |
| 128263 | Unfund | Courier | 350 | 265 | 2880 | 1005 | \$17.50/hr | 12/21/2022 |
| 128264 | Unfund | Courier | 350 | 265 | 2880 | 1005 | \$17.50/hr | 12/21/2022 |
| 128265 | Unfund | Courier | 350 | 265 | 2880 | 1005 | \$17.50/hr | 12/21/2022 |
| 128266 | Unfund | Courier | 350 | 265 | 2880 | 1005 | \$17.50/hr | 12/21/2022 |
| 128267 | Unfund | Courier | 350 | 265 | 2880 | 1005 | \$17.50/hr | 12/21/2022 |
| 128268 | Unfund | Courier | 350 | 265 | 2880 | 1005 | \$17.50/hr | 12/21/2022 |
| 128269 | Unfund | Courier | 350 | 265 | 2880 | 1005 | \$17.50/hr | 12/21/2022 |
| 128270 | Unfund | Courier | 350 | 265 | 2880 | 1005 | \$17.50/hr | 12/21/2022 |
| 128271 | Unfund | Courier | 350 | 265 | 2880 | 1005 | \$17.50/hr | 12/21/2022 |
| 128272 | Unfund | Courier | 350 | 265 | 2880 | 1005 | \$17.50/hr | 12/21/2022 |
| 128273 | Unfund | Courier | 350 | 265 | 2880 | 1005 | \$17.50/hr | 12/21/2022 |
| 128274 | Unfund | Courier | 350 | 265 | 2880 | 1005 | \$17.50/hr | 12/21/2022 |
| 128275 | Unfund | Courier | 350 | 265 | 2880 | 1005 | \$17.50/hr | 12/21/2022 |
| 128276 | Unfund | Courier | 350 | 265 | 2880 | 1005 | \$17.50/hr | 12/21/2022 |
| 128277 | Unfund | Courier | 350 | 265 | 2880 | 1005 | \$17.50/hr | 12/21/2022 |
| 128278 | Unfund | Courier | 350 | 265 | 2880 | 1005 | \$17.50/hr | 12/21/2022 |
| 128279 | Unfund | Courier | 350 | 265 | 2880 | 1005 | \$17.50/hr | 12/21/2022 |
| 128280 | Unfund | Courier | 350 | 265 | 2880 | 1005 | \$17.50/hr | 12/21/2022 |
| 128281 | Unfund | Courier | 350 | 265 | 2880 | 1005 | \$17.50/hr | 12/21/2022 |
| 128283 | Unfund | Elections System Specialist | 350 | 265 | 2880 | 1005 | \$18.00/hr | 12/21/2022 |
| 128284 | Unfund | Elections System Specialist | 350 | 265 | 2880 | 1005 | \$18.00/hr | 12/21/2022 |
| 128285 | Unfund | Elections System Specialist | 350 | 265 | 2880 | 1005 | \$18.00/hr | 12/21/2022 |
| 128286 | Unfund | Elections System Specialist | 350 | 265 | 2880 | 1005 | \$18.00/hr | 12/21/2022 |
| 128287 | Unfund | Elections System Specialist | 350 | 265 | 2880 | 1005 | \$18.00/hr | 12/21/2022 |
| 128288 | Unfund | Elections System Specialist | 350 | 265 | 2880 | 1005 | \$18.00/hr | 12/21/2022 |
| 128289 | Unfund | Elections System Specialist | 350 | 265 | 2880 | 1005 | \$18.00/hr | 12/21/2022 |
| 128290 | Unfund | Elections System Specialist | 350 | 265 | 2880 | 1005 | \$18.00/hr | 12/21/2022 |

2023 Position Changes - Unfund Positions

| Pos # | Action | Title | Fund | Agency | Org | Object | Salary | Effective Date |
|--------------|---------------|---------------------|-------------|---------------|------------|---------------|---------------|-----------------------|
| 128417 | Unfund | Security Specialist | 350 | 265 | 2880 | 1005 | \$50/hr | 12/21/2022 |
| 128418 | Unfund | Security Specialist | 350 | 265 | 2880 | 1005 | \$50/hr | 12/21/2022 |
| 128419 | Unfund | Security Specialist | 350 | 265 | 2880 | 1005 | \$50/hr | 12/21/2022 |

Range Change/Salary Change Positions

2023 POSITION CHANGES - RANGE CHANGE POSITIONS

| Pos # | Title | Fund | Agency | Unit | Object | Grade | Salary | Action | Effective Date |
|--|-----------------|-------------|---------------|-------------|---------------|--------------|---------------|---------------------|-----------------------|
| Clerk of Superior & Magistrate Courts | | | | | | | | | |
| 75569 | Bureau Chf, Clk | 100 | 470 | 4701 | 1000 | Set | \$153,714 | Range Change - From | 12/21/2022 |
| 75569 | Bureau Chf, Clk | 100 | 470 | 4701 | 1000 | Set | \$170,000 | Range Change - To | 12/21/2022 |
| 75570 | Bureau Chf, Clk | 100 | 470 | 4701 | 1000 | Set | \$169,408 | Range Change - From | 12/21/2022 |
| 75570 | Bureau Chf, Clk | 100 | 470 | 4701 | 1000 | Set | \$170,000 | Range Change - To | 12/21/2022 |
| 75571 | Bureau Chf, Clk | 100 | 470 | 4701 | 1000 | Set | \$169,408 | Range Change - From | 12/21/2022 |
| 75571 | Bureau Chf, Clk | 100 | 470 | 4701 | 1000 | Set | \$170,000 | Range Change - To | 12/21/2022 |
| 98213 | Bureau Chf, Clk | 100 | 470 | 4701 | 1000 | Set | \$153,714 | Range Change - From | 12/21/2022 |
| 98213 | Bureau Chf, Clk | 100 | 470 | 4701 | 1000 | Set | \$170,000 | Range Change - To | 12/21/2022 |

Annual Hardware and Software Maintenance and Support List - 2023

| Item # | Type | Vendor Name | Product Name | Description | Purpose of Product | User Agency | Funding Source | 2023 Projected Expenditure |
|--------|---------------------|---|--|--|--|--|--|----------------------------|
| 1 | Software | Chameleon | Crystal | Report Producing Software | | Animal Services | Animal Services | \$12,480.00 |
| 2 | Software | PetHealth (Previously HLP Inc.) | Transition from Chameleon Case Management System to PetPoint | Animal Shelter Case Management System Maintenance & Support Services | | Animal Services | Animal Services | \$37,480.00 |
| 3 | Software | Dulles Technology Partners, Inc. | WebGrants | Web Based Grant Management System | Managing online grants for CFS | Arts & Culture | Arts & Culture | \$3,000.00 |
| 4 | Software | ActiveNet | ActiveNet | Web Based Program/Class Registration System | Managing payment and bookings for in-person classes | Arts & Culture | Arts & Culture | \$3,000.00 |
| 5 | Software | Canva | Canva | Web-based Graphic Design Platform | Creating digital graphics for flyers and print media | Arts & Culture | Arts & Culture | \$469.87 |
| 6 | Software | Artwork Archive | Artwork Archive | Web-based artwork management platform | Used to display the County's art collection online | Arts & Culture | Arts & Culture | \$625.88 |
| 7 | Software | Adobe | Adobe Creative Cloud | Creative design suite | Create and edit a variety of media (print, digital, video) | Arts & Culture | Arts & Culture | \$719.38 |
| 8 | Software | Carelogic | Carelogic | Management System Maintenance & Support Svcs | | Behavioral Health | Behavioral Health | \$125,000.00 |
| 9 | Software | LEAD | LEAD | Supplying & Supporting Technology & Infrastructure for the Text-4-Help Program | | Behavioral Health | Behavioral Health | \$24,500.00 |
| 10 | Software | Articulate 360 | Articulate 360 | Training Software to Create Online Courses | Training Software to Create Online Courses | Clerk of Superior and Magistrate Court | Clerk of Superior and Magistrate Court | \$12,500.00 |
| 11 | Software | Civic Plus | Website | Website hosting and support | | Clerk of Superior and Magistrate Court | Clerk of Superior and Magistrate Court | \$7,500.00 |
| 12 | Software/ Hardware | Cummins-Allison Corp. | Coin Sorters and Currency Counters | Coin Sorters & Currency Counter Equipment Maintenance & Support Services | To sort, count and detect counterfeit money | Clerk of Superior and Magistrate Court | Clerk of Superior and Magistrate Court | \$10,000.00 |
| 13 | Software / Hardware | Fujitsu Computer Products of America | Drives Scanners | Drives Scanners Maintenance and Support Services | | Clerk of Superior and Magistrate Court | Clerk of Superior and Magistrate Court | \$15,000.00 |
| 14 | Software | 5 Points Solutions | | Microfilm, Inventory Indexing Maintenance & Support Services | | Clerk of Superior and Magistrate Court | Clerk of Superior and Magistrate Court | \$500,000.00 |
| 15 | Software | GoDaddy | GoDaddy | Web hosting Services | Clerk of Superior and Magistrate Court | Clerk of Superior and Magistrate Court | Clerk of Superior and Magistrate Court | \$10,000.00 |
| 16 | Software / Hardware | HP, Inc. formerly Hewlett Packard, Inc. | Printers | Printers Software Maintenance & Support | Bill and Document printers | Clerk of Superior and Magistrate Court | Clerk of Superior and Magistrate Court | \$25,000.00 |

Annual Hardware and Software Maintenance and Support List - 2023

| Item # | Type | Vendor Name | Product Name | Description | Purpose of Product | User Agency | Funding Source | 2023 Projected Expenditure |
|--------|---------------------|-------------------------------------|--------------------------------|---|---|--|--|----------------------------|
| 17 | Software | Infax CourtSight | Infax CourtSight Suite | Support for Court Monitors | | Clerk of Superior and Magistrate Court | Clerk of Superior and Magistrate Court | \$10,000.00 |
| 18 | Software | Kofile | | Microfilm, Inventory Indexing Maintenance & Support Services | | Clerk of Superior and Magistrate Court | Clerk of Superior and Magistrate Court | \$750,000.00 |
| 19 | Software | Lewis InfoTech, Inc. | RPS (Real Property System) | Land Records Management System Maintenance and support | | Clerk of Superior and Magistrate Court | Clerk of Superior and Magistrate Court | \$1,000,000.00 |
| 20 | Software | LexisNexis | LexisNexis | Access to Legal/Judicial Database | | Clerk of Superior and Magistrate Court | Clerk of Superior and Magistrate Court | \$15,000.00 |
| 21 | Software | Presidio | Maintenance & Support Services | Maintenance & Support Services | | Clerk of Superior and Magistrate Court | Clerk of Superior and Magistrate Court | \$100,000.00 |
| 22 | Software / Hardware | Sage Software, Inc. | ACCPAY Software Support | ACCPAY Software Support & Services | ACCPAY Software Support & Services | Clerk of Superior and Magistrate Court | Clerk of Superior and Magistrate Court | \$35,000.00 |
| 23 | Software | Teams Corporation | Teamviewer | All-in-one solution for remote support, remote access, and online meetings | Software for remote work facilitation, virtual jail hearings, training, on-boarding of staff and to provide assistance and support to customers that are physically in the eFile labs while social distancing | Clerk of Superior and Magistrate Court | Clerk of Superior and Magistrate Court | \$75,000.00 |
| 24 | Software | TextGov | Chatbot | Website bot to answer questions from the general public on Magistrate's website | | Clerk of Superior and Magistrate Court | Clerk of Superior and Magistrate Court | \$20,000.00 |
| 25 | Software | Twilio | Twilio | Online Communication Tool | Clerk of Superior and Magistrate Court | Clerk of Superior and Magistrate Court | Clerk of Superior and Magistrate Court | \$10,000.00 |
| 26 | Software | Tyler Technology, Inc.-CLT Division | IAS World Tax System | IAS World Tax System Maintenance & Support Services | | Clerk of Superior and Magistrate Court | Clerk of Superior and Magistrate Court | \$50,000.00 |
| 27 | Software | RightStar | RemedyForce - Clk of Sup Ct | Court Ticketing System for IT, HR and records services | | Clerk of Superior and Magistrate Court | Clerk of Superior and Magistrate Court | \$60,000.00 |
| 28 | Software | Carahsoft | Granicus | Agenda Management Software | | Clerk to the Commission | Information Technology | \$150,000.00 |
| 29 | Software | ADOBE | ADOBE Software | 30 Adobe Licenses | Create and Edit PDF Documents | Community Development | Community Development | \$1,545.00 |

Annual Hardware and Software Maintenance and Support List - 2023

| Item # | Type | Vendor Name | Product Name | Description | Purpose of Product | User Agency | Funding Source | 2023 Projected Expenditure |
|--------|-------------------|----------------------------------|--|---|--|------------------------------|--|----------------------------|
| 30 | Software | CRTC, LLC | RehabSpec (formerly reSPECT) | Web based Housing Inspection and Cost Estimation Tool | Management of Housing Rehabilitation Program | Community Development | Community Development | \$11,000.00 |
| 31 | Software | Dulles Technology Partners, Inc. | WebGrants | Web Based Full-Lifecycle FRESH Grant Management System | Grants Management | Community Development | Community Development | \$10,000.00 |
| 32 | Software | Neighborly | Neighborly Software | Federal Grant Management Software | Project Management | Community Development | Community Development | \$14,400.00 |
| 33 | Software | 21st Century Leaders | CONNECTED: Youth Development Program (CYLP) | Leadership Connect learning and training software platform and associated leadership curriculum | Youth Leadership Development Program | Community Development | Community Development | \$160,000.00 |
| 34 | Software | ABACUS | ABACUS Next | Case Management System | | County Attorney | County Attorney | \$33,540.00 |
| 35 | Software | Software House International | GovQA | Open Records Software designed for use by all FC Depts. | | County Attorney | County Attorney | \$110,000.00 |
| 36 | Software | Thomson West | WestlawNext & Clear Investigator | On-Line Legal Database Research | | County Attorney | County Attorney | \$100,000.00 |
| 37 | Software | Audimation Services | IDEA 10 | Perpetual License, Support and Maintenance for the Analytical Tool | | Office of County Auditor | Office of County Auditor | \$4,000.00 |
| 38 | Software/ Hotline | Navex Global, Inc. | Whistleblower Hotline Subscription | Hotline-Enterprise Lite Subscription and Global Telephony Subscription | | Office of County Auditor | Office of County Auditor | \$29,000.00 |
| 39 | Software | Wolters Kluwer | TeamMate Software Maintenance | Support & Maintenance for Audit Management Software | | Office of County Auditor | Office of County Auditor/Non-Agency | \$49,720.00 |
| 40 | Software/ SaaS | AchieveIt Online, LLC | AchieveIt | Project Management Software | | Office of Strategic Planning | County Manager's Office/Strategic Planning | \$160,000.00 |
| 41 | Software/ SaaS | Socrata, Inc. | Socrata | Performance Management System Software | | Office of Strategic Planning | County Manager's Office/Strategic Planning | \$1,005,997.00 |
| 42 | Software | LexisNexis | LexisNexis | Access to Legal/Judicial Database (Accurint) | | Office of the Child Attorney | County Manager/ Office of Child Attorney | \$3,915.00 |
| 43 | Software | LexisNexis | LexisNexis | Access to Legal/Judicial Database | | Office of the Child Attorney | County Manager/ Office of Child Attorney | \$9,650.00 |
| 44 | Software | Cellebrite USA | UFED (Universal Forensic Extraction Device System) | Mobile Forensics Software | | District Attorney | District Attorney | \$25,500.00 |

Annual Hardware and Software Maintenance and Support List - 2023

| Item # | Type | Vendor Name | Product Name | Description | Purpose of Product | User Agency | Funding Source | 2023 Projected Expenditure |
|--------|-----------------------------|--------------------------|--|--|---|-------------------|-------------------|----------------------------|
| 45 | Software | File Trail | File Trail (RFID- Radio Frequency Identification System) | RFID File Tracking System Maintenance & Support Services | | District Attorney | District Attorney | \$45,000.00 |
| 46 | Software | LexisNexis | LexisNexis | Access to Legal/Judicial Database | | District Attorney | District Attorney | \$35,000.00 |
| 47 | Service/ Software/ Hardware | Automated Logic Controls | Building Automation System | Maintenance and Support Services for Building Automation System | Control software support for HVAC systems countywide | DREAM | DREAM | \$125,000.00 |
| 48 | Service/ Software/ Hardware | Carrier Corporation | Various Carrier chillers, equipment and automation system. | Maintenance and Support Services for equipment and automation system | Control software support for HVAC systems countywide | DREAM | DREAM | \$75,000.00 |
| 49 | Service/ Software/ Hardware | Control Concepts | Building Automation System | Maintenance and Support Services for equipment and automation system | Control software support for HVAC systems countywide | DREAM | DREAM | \$125,000.00 |
| 50 | Services | E.J. Ward | Automated Fuel Devices | Maintenance and Support Services | Licensing support for electronic fuel dispensing | DREAM | DREAM | \$150,000.00 |
| 51 | Software | Energy CAP, Inc. | Utility Management Software | Maintenance and Support Services | Licensing and support for software platform tracking all County utility costs. | DREAM | DREAM | \$100,000.00 |
| 52 | Service | Evans Technology, Inc. | Primavera/P6 Support | Primavera programming services | Primavera programming services | DREAM | DREAM | \$42,162.00 |
| 53 | Service/ Software/ Hardware | Trane USA, Inc. | Trane Tracer Sc, Es | Building Automation System Maintenance and Support Services | Control software support for HVAC systems countywide | DREAM | DREAM | \$175,000.00 |
| 54 | Service/ Software/ Hardware | Johnson Controls, Inc. | HVAC Metasys Automation System | Building Automation System- HVAC Maintenance and Support Services | Licensing and software support for proprietary JCI Building Automation systems | DREAM | DREAM | \$125,000.00 |
| 55 | Software | M2 Consultants | Maximo | Computerized Maintenance Management/Work Order System Maintenance & Support Services | Licensing support for computerized maintenance and fleet management software platform | DREAM | DREAM | \$250,000.00 |
| 56 | Service/ Software/ Hardware | Daiken Americas/McQuay | Building Automation System | Building Automation Programming | Licensing and software support for proprietary HVAC controls systems. | DREAM | DREAM | \$175,000.00 |
| 57 | Software | Oracle | Primavera | Renewal of the technical support services for Primavera CM and P6 software | Licensing and software support for construction project management platform | DREAM | DREAM | \$60,000.00 |

Annual Hardware and Software Maintenance and Support List - 2023

| Item # | Type | Vendor Name | Product Name | Description | Purpose of Product | User Agency | Funding Source | 2023 Projected Expenditure |
|--------|-----------------------------|--|--|--|--|--------------------|--------------------|----------------------------|
| 58 | Hardware/ Software | Schindler Elevator Corporation | Elevator Controls | Proprietary extended warranty services for elevators at Adamsville Regional Health Center | Proprietary extended warranty services for elevators at Adamsville Regional Health Center | DREAM | DREAM | \$30,000.00 |
| 59 | Software | Security Information Systems, Inc. | "Alarm Center " monitoring software | Monitoring the facility security alarms in 911 Center and at Electronics Division, DA Pearson Maintenance Building | Monitoring the facility security alarms in 911 Center and at Electronics Division, DA Pearson Maintenance Building | DREAM | DREAM | \$20,000.00 |
| 60 | Service/ Software/ Hardware | Siemens | Building Automation System | Installation, replacement parts and programming for Building Automation System | Licensing and software support for proprietary HVAC controls systems. | DREAM | DREAM | \$80,000.00 |
| 61 | Service/ Software/ Hardware | Microfusion Engineering | Detention Center Door controls, Justice Center and Juvenile JC | Servicing PLC and repairs | Locking control system programming at the Justice Center | DREAM | DREAM | \$30,000.00 |
| 62 | Service/ Software/ Hardware | Rapiscan Systems | X Ray/Metal Detector Machines | Maintenance and Parts | | DREAM | DREAM | \$40,000.00 |
| 63 | Software Support | AFA Systems | Fire Alarm Monitoring | Remote monitoring of Fire Alarm System in Government Center | License and Support Fee | DREAM | DREAM | \$7,343.00 |
| 64 | Software/ Maintenance | Cornerstone Detention Products, Inc. | Cornerstone Detention Products | Preventive Maintenance for Integrated Locking Control and Intercomm System for FC Jail Facilities | Programming and maintenance of locking control systems at the Fulton County Jail | DREAM | DREAM | \$90,000.00 |
| 65 | Software/Ma | Interactive Touchscreen Solutions (Navigo) | Wayfinding Navigo Directory | Wayfinding Digital Service | Maintain and support digital signage | DREAM | DREAM | \$157,358.00 |
| 66 | Software | Mission Critical Partner (MCP) | Monitoring, Network Application | Support | Emergency Services | Emergency Services | Emergency Services | \$375,646.00 |
| 67 | Software | Mission Critical Partner (MCP) | Geographic Information System (GIS) | Support | Emergency Services | Emergency Services | Emergency Services | \$33,000.00 |
| 68 | Software | Power DMS, Inc. | Power DMS Document Management | Manage Departmental documents with regards to training, SOPs, Accreditation, etc. | | Emergency Services | Emergency Services | \$12,213.00 |
| 69 | Hardware | Motorola, Inc. | Radio System components | Trunk Radio and Microwave System Maintenance | | Emergency Services | Emergency Services | \$1,089,720.00 |
| 70 | Software | Medical Priority Consultants | ProQA/AQUA/National Q | Software Tool for Emergency Medical Service Requests | | Emergency Services | Emergency Services | \$64,904.00 |

Annual Hardware and Software Maintenance and Support List - 2023

| Item # | Type | Vendor Name | Product Name | Description | Purpose of Product | User Agency | Funding Source | 2023 Projected Expenditure |
|--------|----------|---|--|---|--------------------|--------------------|------------------------|----------------------------|
| 71 | Hardware | LeXair Electronics | Phone System Headsets | Headset Repair & Replacement | | Emergency Services | Emergency Services | \$4,000.00 |
| 72 | Hardware | Southern Fiber Technology | 100 MB Fiber Transport | Replacement for an unobtainable microwave link between Westin 201 Peachtree and Atlanta FS 21 | | Emergency Services | Emergency Services | \$18,900.00 |
| 73 | Software | SafeCities Co(formerly Informer Systems, LLC) | Staff Scheduling Software and Notification | 9-1-1 Staff Shift Scheduling and Leave Request Services | | Emergency Services | Emergency Services | \$10,250.00 |
| 74 | Software | Haines & Company Inc. | 911 CD Updates | 911 Address & Phone Number Updates | | Emergency Services | Emergency Services | \$2,293.00 |
| 75 | Software | GJKG, Inc | Select Advantage | Pre-employment Testing Software | | Emergency Services | Emergency Services | \$1,600.00 |
| 76 | Software | Everbridge | Emergency Notification System | Emergency Alert System Maintenance | | Emergency Services | Emergency Services | \$89,448.00 |
| 77 | Software | CentralSquare (formerly Sungard/Superion) | CAD Emergency System | 9-1-1 Computer Aided Dispatch System Maintenance & Support Services | | Emergency Services | Emergency Services | \$216,241.00 |
| 78 | Software | Biddle Consulting Group, Inc. | Criticall Annual Software Subscription | Pre-employment Testing Software | | Emergency Services | Emergency Services | \$2,695.00 |
| 79 | Hardware | BearCom | Radio Site & Subscriber Maintenance | 800 MHz Trunked Radio System Maintenance | | Emergency Services | Emergency Services | \$234,457.00 |
| 80 | Software | AT&T | E911 Call Phone system Maintenance | Viper Phone System & ESINET Maintenance | | Emergency Services | Emergency Services | \$419,484.00 |
| 81 | Hardware | AMR Business Products | DECA - Nicelog Voice Recording System | 911 Voice Recording System Maintenance & Support Services | | Emergency Services | Emergency Services | \$63,000.00 |
| 82 | Software | MCM Technology | Radio and Equipment Management Software System | Radio and Equipment Management Software System | | Emergency Services | Emergency Services | \$15,308.00 |
| 83 | Software | QuickBase | Tracking System Management Software | Manage Departmental reports, open records request, administrative reports | | Emergency Services | Emergency Services | \$21,275.00 |
| 84 | Software | Carahsoft - E-Civis | Grants Locator -IGA | Grants Locator Software Licenses | | External Affairs | Information Technology | \$40,000.00 |
| 85 | Software | Engagifii (Formerly Capitol Impact) | Legislative Tracking System | Legislative Tracking System Maintenance & Support Services | | External Affairs | Information Technology | \$10,000.00 |
| 86 | Software | SAP Concur | SAP Concur | Travel Management and Expense System | | Finance | Finance | \$25,992.00 |

Annual Hardware and Software Maintenance and Support List - 2023

| Item # | Type | Vendor Name | Product Name | Description | Purpose of Product | User Agency | Funding Source | 2023 Projected Expenditure |
|--------|----------|--|---|---|---------------------------------------|-----------------------------------|----------------------------------|----------------------------|
| 87 | Software | Emphasys Computer Solutions, Inc. | Emphasys Computer Solutions, Inc. | Investment Software Subscription | | Finance | Finance | \$9,294.00 |
| 88 | Software | Paymentus/Wells Fargo/ First Data | Paymentus/Wells Fargo | Credit Card Fee Processing | | Finance | Finance | \$375,000.00 |
| 89 | Software | Pitney Bowes Global Financial Services LLC | Pitney Bowes | Maintenance Agreement | | Finance | Finance | \$5,259.00 |
| 90 | Software | File Solve/Patterson Pope | Docuware | Additional Cloud Storage | | Finance | Finance (100) | \$8,460.00 |
| 91 | Software | Meet2Know Inc | VCITA | Online Scheduler | | Finance | Finance | \$540.00 |
| 92 | Software | RightStar | Remedy Force | Accounts Payable Invoice Tracking | | Finance | Finance | \$60,000.00 |
| 93 | Software | RightStar | Remedy Force | Benefits, Payroll, Pension Tracking for Incident, Service Request and Call Documentation. | | Finance | Finance | \$15,000.00 |
| 94 | Software | LexisNexis | LexisNexis | Access to Legal/Judicial Database (Accurint) | | Finance | Finance | \$6,250.00 |
| 95 | Software | RightStar | RemedyForce - Finance - Benefits | RemedyForce License | | Finance | Finance | \$15,000.00 |
| 96 | Software | RightStar | RemedyForce - Finance | Professional Svs for AP Department/Liaison Workflow & License | | Finance | Information Technology | \$20,000.00 |
| 97 | Hardware | Risk Connect formerly CS Stars LLC | Marsh ClearSight | Risk Management Information System/Workers Compensation System Maintenance & Support Services | | Finance | Information Technology / Finance | \$120,000.00 |
| 98 | Hardware | AdComp Systems Group | AdComp Justified Automated Collections Kiosk (JACK) | Automated Collections Kiosk Annual Maintenance & Support Services | | Finance Department / Public Works | Finance / Public Works | \$11,000.00 |
| 99 | Software | Advanced Utilities Systems | CIS Infinity and Infinity Link | Water and Sewer Utility Billing System Maintenance & Support Services | | Finance Department / Public Works | Finance / Public Works | \$400,000.00 |
| 100 | Software | Finite Matters LTD | Pattern Stream Consulting | Budget Book Automation Support | | Finance/Budget | Finance | \$7,650.00 |
| 101 | Software | SpringShare | SpringShare | Libstaffers | Software for processing mass payments | Fulton County Public Library | Fulton County Public Library | \$4,000.00 |
| 102 | Software | Bespoke | VSYS | Volunteer Services (Software) | | Fulton County Public Library | Fulton County Public Library | \$1,000.00 |
| 103 | Software | Captstone Global Library, LLC | | Kids 5 and under online content | | Fulton County Public Library | Fulton County Public Library | \$70,000.00 |
| 104 | Software | Infobase Holding Inc. | | Educational Research Products | | Fulton County Public Library | Fulton County Public Library | \$75,000.00 |
| 105 | Software | Jo-Ann Stores Inc | Creative Bug | Online Craft for Kids | | Fulton County Public Library | Fulton County Public Library | \$25,000.00 |

Annual Hardware and Software Maintenance and Support List - 2023

| Item # | Type | Vendor Name | Product Name | Description | Purpose of Product | User Agency | Funding Source | 2023 Projected Expenditure |
|--------|----------|---------------------------------------|--------------------------------|---|--------------------|------------------------------|------------------------------|----------------------------|
| 106 | Software | Kanopy, Inc. | | Popular Non-Book Media | | Fulton County Public Library | Fulton County Public Library | \$337,500.20 |
| 107 | Software | Library Ideas, LLC | | Online Book Club | | Fulton County Public Library | Fulton County Public Library | \$48,000.00 |
| 108 | Software | Linkedin Corporation | | Online Courses at self pace | | Fulton County Public Library | Fulton County Public Library | \$200,000.00 |
| 109 | Software | Midwest Tapes | Hoopla | Popular E-Materials mostly e-books | | Fulton County Public Library | Fulton County Public Library | \$250,000.00 |
| 110 | Software | Paper Education Company | | Educational Research Products | | Fulton County Public Library | Fulton County Public Library | \$377,500.00 |
| 111 | Software | Value Line Publishing LLC, | | Educational Research Products | | Fulton County Public Library | Fulton County Public Library | \$104,505.00 |
| 112 | Software | Pantheon | Pantheon | Web Hosting | | Fulton County Public Library | Fulton County Public Library | \$600.00 |
| 113 | Software | Bibliocommons | BiblioCommons Inc. | Software Maintenance for Online Public Access Catalog | | Fulton County Public Library | Fulton County Public Library | \$200,000.00 |
| 114 | Software | Bibliotheca, LLC (3M Security System) | Software Maintenance Agreement | Maintenance/repairs for Sen Check Stations for Research Atlanta Fulton Public Library and other Locations | | Fulton County Public Library | Fulton County Public Library | \$650,000.00 |
| 115 | Software | Board of Regents | Digital Library of Georgia | AARL collection finding aids | | Fulton County Public Library | Fulton County Public Library | \$15,000.00 |
| 116 | Software | Bridgeall | CollectionHQ | Collection Management Software | | Fulton County Public Library | Fulton County Public Library | \$150,000.00 |
| 117 | Software | Cengage Learning | TERC | Job Search Database | | Fulton County Public Library | Fulton County Public Library | \$49,713.00 |
| 118 | Software | Facts on File Inc. | Reference Databases | Online Database Membership for Reference | | Fulton County Public Library | Fulton County Public Library | \$49,680.00 |
| 119 | Software | Fulton County Daily Report | Daily Report Online | Online Local Legal Newspaper Database | | Fulton County Public Library | Fulton County Public Library | \$25,920.00 |
| 120 | Software | Data Axle (InfoUSA) | ReferenceUSA Database | Online Database Membership | | Fulton County Public Library | Fulton County Public Library | \$175,200.00 |
| 121 | Software | JSTOR | JSTOR | Online Database Membership | | Fulton County Public Library | Fulton County Public Library | \$8,500.00 |
| 122 | Software | Library Ideas, LLC | Freegal | Digital Music | | Fulton County Public Library | Fulton County Public Library | \$72,000.00 |
| 123 | Software | Midwest Tapes, LLC | Hoopla | Digital Movies and Audiobooks | | Fulton County Public Library | Fulton County Public Library | \$600,000.00 |
| 124 | Software | Morningstar | Morningstar | Online Financial Industry Database | | Fulton County Public Library | Fulton County Public Library | \$33,000.00 |
| 125 | Software | New York Times | New York Times Digital | Digital Newspaper | | Fulton County Public Library | Fulton County Public Library | \$18,000.00 |
| 126 | Software | News Bank | Access World News | Online Newspaper Databases | | Fulton County Public Library | Fulton County Public Library | \$99,360.00 |
| 127 | Software | OCLC, Inc. | ContentDM | Archival Management Software | | Fulton County Public Library | Fulton County Public Library | \$35,000.00 |

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| Item # | Type | Vendor Name | Product Name | Description | Purpose of Product | User Agency | Funding Source | 2023 Projected Expenditure |
|--------|----------------|---------------------------------------|-----------------------------------|---|--|------------------------------|---|----------------------------|
| 128 | Software | Overdrive Inc. | E-Audio books | Online Database Membership | | Fulton County Public Library | Fulton County Public Library | \$1,200,000.00 |
| 129 | Software | Oxford University Press | African-American Studies Database | Online African-American Studies Database Membership | | Fulton County Public Library | Fulton County Public Library | \$16,000.00 |
| 130 | Software | Proquest Information & Learning Co. | Newspaper Database & Microfilms | Federated Search Engine & Online African- American Historical Newspapers Database | | Fulton County Public Library | Fulton County Public Library | \$75,000.00 |
| 131 | Software | SIRSI | SIRSI Circulation Software | Atlanta Fulton Public Library Circulation | | Fulton County Public Library | Fulton County Public Library | \$700,000.00 |
| 132 | Software | Tutor.com | Tutor.com | Online Live Tutoring Service | | Fulton County Public Library | Fulton County Public Library | \$150,000.00 |
| 133 | Software | SpringShare | SpringShare | LibAnswers | Software for processing mass payments | Fulton County Public Library | Fulton County Public Library | \$3,500.00 |
| 134 | Software | SpringShare | SpringShare | Room Booking Software | To shred documents with customers personal information | Fulton County Public Library | Fulton County Public Library | \$14,000.00 |
| 135 | Software | Canva Pro | Canva Pro | Onling Graphic Design | To process mass tax payments | Fulton County Public Library | Fulton County Public Library | \$1,800.00 |
| 136 | Software | Meltwater | Meltwater | Marker Media monitoring & business intelligence | ACCPAY Software Support & Services | Fulton County Public Library | Fulton County Public Library | \$12,500.00 |
| 137 | Software | Dropbox Inc. | Dropbox | Data Storage | To process mail and large packages received from and sent to customers | Fulton County Public Library | Fulton County Public Library | \$1,500.00 |
| 138 | Software | Adobe Acrobat | Adobe Pro | Document Editing | Customer numbering system | Fulton County Public Library | Fulton County Public Library | \$2,000.00 |
| 139 | Software | Basecamp | Basecamp | Web based project management | ACCPAY Software Support & Services | Fulton County Public Library | Fulton County Public Library | \$1,000.00 |
| 140 | Software | Archive Space | Archive Space | Archive mgmt. application for managing & providing web access | IVR/IWR System for Taxes Online | Fulton County Public Library | Fulton County Public Library | \$2,000.00 |
| 141 | Software | World Book | World Book Online | Online Encyclopedia | | Fulton County Public Library | Fulton County Public Library | \$50,000.00 |
| 142 | Software | Candid formerly The Foundation Center | Online Research | Provides online research of non-profits | | Fulton County Public Library | Fulton County Public Library | \$3,000.00 |
| 143 | Software | Executive Information Systems | SAS Analytics | Software Maintenance | | HIV Elimination | Ryan White Part A | \$3,125.00 |
| 144 | Software | Direct Systems Support | IBM SPSS Statistics 27 | Software License | | HIV Elimination | Ryan White Part A | \$9,000.00 |
| 145 | Software | QSR International | nVivo | Qualitative Data Analysis | | HIV Elimination | Ryan White Part A | \$4,494.00 |
| 146 | Software/ SaaS | Lucid Software | Lucid Chart | Flowcharting and Diagramming | | HIV Elimination | Ryan White Part A | \$2,160.00 |
| 147 | Software/ SaaS | Adobe | Acrobat Reader DC | 16 licenses | | HIV Elimination | Ryan White Part A | \$1,570.80 |
| 148 | Software/ SaaS | RDE System | e2Compas | Contract Management and Client database | | HIV Elimination | Ryan White Part A/Ending the HIV Epidemic | \$500,000.00 |

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| Item # | Type | Vendor Name | Product Name | Description | Purpose of Product | User Agency | Funding Source | 2023 Projected Expenditure |
|--------|----------------|------------------------------------|-------------------------------------|---|--------------------|------------------------|-----------------------------------|----------------------------|
| 149 | Software/ SaaS | Public Health Foundation | TRAIN | Public Health Learning Management System | | HIV Elimination | Ryan White Part A | \$17,000.00 |
| 150 | Software | Endurance International Group, Inc | Constant Contact | Newsletter Cloudbased Software | | HIV Elimination | Ryan White Part A | \$420.75 |
| 151 | Software | SVMK, Inc. | Survey Monkey | Survey Monkey | | HIV Elimination | Ryan White Part A / QM | \$5,000.00 |
| 152 | Software | EBSCO Information Services | Flipster | Digital Magazine | | HIV Elimination | Ryan White Part A | \$250.00 |
| 153 | Software | Adobe | Adobe Creative Cloud | Graphic Design Software | | HIV Elimination | Ryan White Part A | \$599.88 |
| 154 | Software | Whova | Whova | Online Meeting App | | HIV Elimination | Ryan White Part A | \$2,499.00 |
| 155 | Software | Canva | Canva | Cloud Based Subscription for Infographics | | HIV Elimination | Ryan White Part A | \$500.00 |
| 156 | Software | OnSolve | One Call Now | Communication Contact Platform | | HIV Elimination | Ryan White Part A | \$700.00 |
| 157 | Software | Vyond | Vyond | Animation Software | | HIV Elimination | Ryan White Part A | \$649.00 |
| 158 | Software | Slidequest | Slidequest | Infographics | | HIV Elimination | Ryan White Part A | \$400.00 |
| 159 | Software | Tableau | Tableau | Analytics Platform | | HIV Elimination | Ryan White Part A & QM | \$2,520.00 |
| 160 | Software | Flipsnack | Flipsnack | Digital Magazine Design | | HIV Elimination | Ryan White Plan Council | \$950.00 |
| 161 | Software | Zoom | Zoom | Communications | | HIV Elimination | Ryan White Part A | \$2,499.99 |
| 162 | Software | SVMK, Inc. | SurveyMonkey | Surveys / Analysis | | HIV Elimination | Ryan White Plan Council | \$2,500.00 |
| 163 | Software | Flipbook | Flipbook | Convert publications | | HIV Elimination | Ryan White Plan Council | \$1,000.00 |
| 164 | Service | Caduceus | JJ Keller System | CDL Maintenance and Drug Testing | | Human Resources | Human Resources | \$6,499.00 |
| 165 | Software | Patterson Pope, Inc. | Docuware System | Cloud-Based File Storage | | Human Resources | Human Resources | \$10,000.00 |
| 166 | Software | Sedgewick | FMLA Software | FMLA Software | | Human Resources | Human Resources | \$109,840.00 |
| 167 | Software | RightStar | Rightstar Helpdesk Maintenance - HR | Information Technology Help Desk System License and Maintenance | | Human Resources | Information Technology | \$45,000.00 |
| 168 | Software | SAP America Inc. | SAP Success Factors | Performance Management Software | | Human Resources | Information Technology | \$130,000.00 |
| 169 | Software | NeoGov | Government Jobs.com | Online Job Application System | | Human Resources | Information Technology/Non-Agency | \$60,000.00 |
| 170 | Software | SHI INTERNATIONAL | I-Sight Complaint | Complaint Mangement Systems | | Human Resources | Human Resources/DCRC | \$21,600.00 |
| 171 | Software | Articulate 360 | Articulate 360 | Training Software to Create Online Courses | | Human Resources | Human Resources | \$6,171.00 |
| 172 | Software | Corporate Translation Services | Language Link | Telephone Translation | | Information Technology | Information Technology | \$28,000.00 |
| 173 | Software | Cambridge Computer | Cylance AntiVirus | Anti-virus software & EDR software (security tool) | | Information Technology | Information Technology | \$190,000.00 |
| 174 | Software | Carahsoft | Qualtrics | Customer Survey Generation and Analysis | | Information Technology | Information Technology | \$200,000.00 |
| 175 | Software | CDWG | Gemalto | License for Encryption | | Information Technology | Information Technology | \$15,000.00 |

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| Item # | Type | Vendor Name | Product Name | Description | Purpose of Product | User Agency | Funding Source | 2023 Projected Expenditure |
|--------|----------|--|---|--|--------------------|------------------------|------------------------|----------------------------|
| 176 | Software | Emergent, LLC | Adobe Software licenses | Licenses to provide Adobe software countywide | | Information Technology | Information Technology | \$300,000.00 |
| 177 | Software | JetBrains.com | All Products Pack | These tools help in writing code and debugging the application during development. We use this for writing PHP in PHPStorm, Python in PyCharm etc. | | Information Technology | Information Technology | \$800.00 |
| 178 | Software | Microsoft Corporation | Unified Support | Technology Support | | Information Technology | Information Technology | \$150,000.00 |
| 179 | Software | Presidio | ProofPoint spam filter | Cloud based Email filter (security tool) | | Information Technology | Information Technology | \$225,000.00 |
| 180 | Software | Presidio | Varonis Cloudbased security tool | Cloudbased security tool and EDGE | | Information Technology | Information Technology | \$300,000.00 |
| 181 | Software | RightStar | ScanStar | Information Technology - Asset | | Information Technology | Information Technology | \$15,000.00 |
| 182 | Software | RightStar | Remedy Force Service Desk System for Customer Service | Information Technology Help Desk System License and Maintenance | | Information Technology | Information Technology | \$6,000.00 |
| 183 | Software | RightStar | RemedyForce - FCIT | Configuration Management Database (CMDB) | | Information Technology | Information Technology | \$15,000.00 |
| 184 | Software | RightStar | RemedyForce - Professional Services | Professional Services | | Information Technology | Information Technology | \$100,000.00 |
| 185 | Software | SHI | KnowBe4 Security Training | Cloud based Security Awareness Training | | Information Technology | Information Technology | \$70,000.00 |
| 186 | Software | SHI | Exabeam Cloudbased security tool | Security Information & Event Management tool (security tool) | | Information Technology | Information Technology | \$300,000.00 |
| 187 | Software | SHI | Zscaler Cloudbased security tool | Cloudbased Webfiltering (security tool) | | Information Technology | Information Technology | \$200,000.00 |
| 188 | Software | SHI | Idaptive/Cyberark Cloudbased security tool | Idaptive - Privilege Identity & Access Mangement tool - provides SSO/MFA , end user privilege account access | | Information Technology | Information Technology | \$425,000.00 |
| 189 | Software | SHI | NetMotion Mobility (E911) | E911 Disptaching Software Tool | | Information Technology | Information Technology | \$50,000.00 |
| 190 | Software | Tangoe, LLC | Asentinel Maintenance | EDI software - Billing software to interface with AT&T | | Information Technology | Information Technology | \$73,887.00 |
| 191 | Software | Tyler Technologies | Smartfile, PubicAccess and Field Mobile | Annual Support and Services | | Information Technology | Information Technology | \$100,000.00 |
| 192 | Software | Zoho formerly Computer Intelligence Assocation | Manage Engine | Active Directory Management Tool | | Information Technology | Information Technology | \$86,000.00 |
| 193 | Software | SAIT | Data Center Service Maintence | Professional Services | | Information Technology | Information Technology | \$20,000.00 |
| 194 | Software | Entrust | Entrust Security Cert Mgnt Services | Cert. Mgnt Services | | Information Technology | Information Technology | \$15,500.00 |

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| Item # | Type | Vendor Name | Product Name | Description | Purpose of Product | User Agency | Funding Source | 2023 Projected Expenditure |
|--------|----------|---|--|---|--------------------|------------------------|--------------------------------------|----------------------------|
| 195 | Software | GC&E | IDENTIV - ICPAM IPVision Support Access Contraol | IDENTIV - ICPAM (Access Control Yearly Maintenance Support | | Information Technology | Information Technology | \$25,000.00 |
| 196 | Software | GC&E | SIP-Gateway | Telephone System Upgrade/Modernisation | | Information Technology | Information Technology | \$75,000.00 |
| 197 | Software | Dell Inc | SecureWorks | Cybersecurity services; Managed Endpoint services; Hosted AETD Red Cloak, Firewall, Virtual Counter Threat Appliance, Incident Management Retainer | | Information Technology | Information Technology | \$200,000.00 |
| 198 | Software | Experian | QAS Addressing Software | Electronic Address Data System Maintenance & Support Services | | Information Technology | Information Technology | \$20,000.00 |
| 199 | Software | Micro Focus | Maintenance & Support | Enterprise application software | | Information Technology | Information Technology | \$15,000.00 |
| 200 | Software | Presidio | PaloAlto | Internal Firewall Maintenance & License | | Information Technology | Information Technology | \$800,000.00 |
| 201 | Software | Presidio | PaloAlto | External Firewall Maintenance & License | | Information Technology | Information Technology | \$104,954.00 |
| 202 | Software | Presidio | Automated Mapping- Netbrain | Automated Mapping-Netbrain | | Information Technology | Information Technology | \$37,000.00 |
| 203 | Software | B2B | Office 365 | Cloudbase software application; O365 Avepoint (backup & MAD365 (security) | | Information Technology | Information Technology | \$325,000.00 |
| 204 | Software | SHI | Forescout | Network access control (security tool) | | Information Technology | Information Technology | \$500,000.00 |
| 205 | Software | South Central Planning and Development Commission | Permitting Software | Permitting Software | | Information Technology | Information Technology | \$15,000.00 |
| 206 | Software | SHI | DocuSign | Workflow Signature Management | | Information Technology | Information Technology/Non-Agency | \$350,000.00 |
| 207 | 475000 | Dawn USA Holding LLC - Evoque | Lease Co-Location Center | Co-Location Center | | Information Technology | Information Technology/Non-Agency | \$450,000.00 |
| 208 | Software | Newcom Wireless | Neverfail | Neverfail Enterprise Support - E911 | | Information Technology | Information Technology | \$50,000.00 |
| 209 | Software | Infax CourtSight | Infax CourtSight Suite | Support for Court Monitors | | Information Technology | Courts | \$15,000.00 |
| 210 | Software | Atlantic Data Security formerly Netanium, Inc. | Netwrix | Network Auditing Software Maintenance | | Information Technology | Information Technology | \$70,000.00 |
| 211 | Software | BMC Software | BMC Job Scheduling Software | Computer Scheduling Software | | Information Technology | Information Technology | \$56,000.00 |
| 212 | Software | CGI-AMS | AMS Advantage-ERP Application | County ERP System Maintenance & Support Services (Personnel, Purchasing & Finance) | | Information Technology | Information Technology | \$1,500,000.00 |

Annual Hardware and Software Maintenance and Support List - 2023

| Item # | Type | Vendor Name | Product Name | Description | Purpose of Product | User Agency | Funding Source | 2023 Projected Expenditure |
|--------|-------------------|---|---|---|--------------------|------------------------|------------------------|----------------------------|
| 213 | Software | VMWare | VMWare | Server Virtualization Software Licenses, Maintenance & Support | | Information Technology | Information Technology | \$400,000.00 |
| 214 | Software | Earthchanel Communications (Media Management) | ClearChannel | Video Streaming System Maintenance & Support Services | | Information Technology | Information Technology | \$20,000.00 |
| 215 | Software/Hardware | EMC Inc. | EMC Disk / Data Storage | EMC Systems Maintenance & Support Services | | Information Technology | Information Technology | \$1,400,000.00 |
| 216 | Hardware | Mainline | Hardware Maintenance | Fujitsu Server & Storage Hardware Maintenance | | Information Technology | Information Technology | \$95,000.00 |
| 217 | Software | Howard Industries | Barracuda Firewall Licenses | Firewall Protection Software | | Information Technology | Information Technology | \$70,000.00 |
| 218 | Software | Interworks, Inc. | Tableau License | Interactive visual data | | Information Technology | Information Technology | \$170,000.00 |
| 219 | Software | Advance Systems Concepts, Inc. | JSCAPE | FTP - File Transfer Software Maintenance | | Information Technology | Information Technology | \$15,000.00 |
| 220 | Software | Kronos Inc. | Kronos Enterprise Time System | Enterprise Time Keeping System Licenses, Maintenance & Support Services | | Information Technology | Information Technology | \$600,000.00 |
| 221 | Software | LinkedIn (formerly Lynda.com) | LyndaEnterprise Academic & Government | Enterprise learning in business & technology for employee training and development. | | Information Technology | Information Technology | \$24,000.00 |
| 222 | Hardware | Morgan Birge & Associates | Legacy Telecommunications Equipment Maintenance | Legacy Telecommunications Equipment Maintenance | | Information Technology | Information Technology | \$24,000.00 |
| 223 | Software | Oracle | Oracle Licenses | Oracle Licensing and Support | | Information Technology | Information Technology | \$400,000.00 |
| 224 | Hardware | Presidio | F5 Networks - Network Traffic Manager | Network Load Balancer | | Information Technology | Information Technology | \$80,000.00 |
| 225 | Software | RightStar | Rightstar Helpdesk Maintenance - FCIT | Information Technology Help Desk System License and Maintenance | | Information Technology | Information Technology | \$100,000.00 |
| 226 | Software | Sitecore | Sitecore Experience 9 Platform | Maintenance and support | | Information Technology | Information Technology | \$480,000.00 |
| 227 | Software | SiteImprove | SiteImprove - Web Analysis Software | Website Diagnostic Software | | Information Technology | Information Technology | \$15,000.00 |
| 228 | Software | Software House International | Idera SQL tuning softwre | SQL Tuning Performance software | | Information Technology | Information Technology | \$145,000.00 |

Annual Hardware and Software Maintenance and Support List - 2023

| Item # | Type | Vendor Name | Product Name | Description | Purpose of Product | User Agency | Funding Source | 2023 Projected Expenditure |
|--------|----------|-------------------------------------|--|---|--------------------|---|---|----------------------------|
| 229 | Software | Software House International | Microsoft Licenses. Software and Support | Microsoft Licenses. Software and Support-M365 E3 FromSA GCC ShrdSvr, Dyn365EForCustomerService, MS Visio, ProjOnlnProfGOV, CISSteDCCore, SQLSvrEntCore & Std, VsEntWMSDN, WinRmtsktpSrvcsCal, Azure | | Information Technology | Information Technology | \$3,000,000.00 |
| 230 | Software | Software House International | SolarWinds | Network Monitoring & FTP Support Software | | Information Technology | Information Technology | \$51,000.00 |
| 231 | Software | ESRI | ArcGIS Desktop, ArcGIS Server, ArcGIS Online | Geographic Information System Desktop and Server Software | | Information Technology | Information Technology / Public Works/ Tax Assessor | \$500,000.00 |
| 232 | Software | Zoom Video Communications Inc. | Standard Zoom Pro | Zoom Video Conferencing | | Information Technology | Information Technology/Non-Agency | \$285,000.00 |
| 233 | Software | Palatine Technology Group | Electronic Warrant Interchange (EWI) | Electronic Warrant Interchange System Maintenance & Support Services | | Courts | Information Technology | \$40,000.00 |
| 234 | Software | For the Record | Digital Recording System for Courtrooms | Hardware and Software Maintenance | | Courts System/Information Technology | Information Technology | \$350,000.00 |
| 235 | Software | Tyler Technologies-Odyssey Division | Odyssey Justice System | Unified Justice Case Management System Maintenance & Support Services | | Criminal Justice and Public Safety Agencies | Information Technology | \$50,000.00 |
| 236 | Software | Tyler Technologies-Odyssey Division | Odyssey Justice System | Unified Justice Case Management System Maintenance & Support Services | | Criminal Justice and Public Safety Agencies | Information Technology | \$2,150,000.00 |
| 237 | Software | RightStar | RemedyForce - Ext. Affairs | RemedyForce License | | External Affairs | Information Technology | \$25,000.00 |
| 238 | Software | TextGov | Chatbot | Website bot to answer questions from the general public - HHS | | Health & Human Services | Information Technology | \$25,000.00 |
| 239 | Software | 14 Oranges Software, Inc. | Social Services Application | | | Health & Human Services | Information Technology | \$31,000.00 |
| 240 | Software | ORBIS Partners, LLC | Youth Assessment and Screening Instrument (YASI) | Youth Assessment and Screening Software and Support | | Juvenile Court | Information Technology | \$10,000.00 |
| 241 | Software | InfoTech | Research & Advisory | | | Juvenile Court | Information Technology | \$65,000.00 |

Annual Hardware and Software Maintenance and Support List - 2023

| Item # | Type | Vendor Name | Product Name | Description | Purpose of Product | User Agency | Funding Source | 2023 Projected Expenditure |
|--------|--------------------------------------|----------------------------------|--------------------------------|--|--|---|---------------------------------|----------------------------|
| 242 | Hardware/ Software | Business Information System Inc. | Digital Court Recording | DCR 4Ch Digital /Audio Recording Software with Notes, Mixer and Splitter | Statutorily mandated recording services | Juvenile Court | Juvenile Court | \$25,000.00 |
| 243 | Software | LexisNexis | LexisNexis | Access to Legal/Judicial Database (Accurint) | | Juvenile Court | Juvenile Court | \$8,000.00 |
| 244 | Software | WestLaw | WestLaw | Access to Legal/Judicial Database (Accurint) | | Juvenile Court | Juvenile Court | \$20,000.00 |
| 245 | Software | Canyon Solutions | JCATS | Juvenile Court Case Management System Maintenance & Support Services | Official Record of Juvenile Court | Juvenile Court/Office of Child Attorney | Juvenile Court | \$200,000.00 |
| 246 | Software | TextGov | Chatbot | Website bot to answer questions from the general public on Magistrate's website | | Magistrate Court Administrator | Magistrate Court Administration | \$6,288.00 |
| 247 | Software | SPROKIT, Inc. | SPROKIT | App used by Misdemeanor Mental Health Court to provide geo-match, court notifications, accountability and surveillance of participants | | Magistrate Court Administrator | Magistrate Court Administration | \$110,600.00 |
| 248 | Software | Civic Plus | Website | Website hosting and support | | Magistrate Court Administrator | Magistrate Court Administration | \$2,200.00 |
| 249 | Software | Thomson West | Westlaw | Online legal research | | Magistrate Court Administrator | Magistrate Court Administration | \$18,542.16 |
| 250 | Warranty | Utility Associates, Inc | Body Worn Camera (BWC) | Warranty & Technical Support of BWC inventory | Replace broken items and provide 24/7 customer service technical support | Marshal | Marshal (CAP Request) | \$59,000.00 |
| 251 | Warranty & Software Support | DataWorksPlus | Rapid ID FingerScanners | Warranty & Technical Support of FP Scanner inventory | Field Fingerprinting - Pre-Arrest Actions | Marshal | Marshal | \$4,000.00 |
| 252 | Hardware & Software Purchase/Support | Axon | TASER | CEW (Conductive Electronic Weapon) | Lesser Deadly Force measure | Marshal | Marshal (CAP Request) | \$37,000.00 |
| 253 | Software | Dana Safety Supply | Mobile License Plate Reader | Government cloud storage, hit retention and read retention | | Police Department | Police Department | \$7,980.00 |
| 254 | Software | Datamaxx Group | *Datamaxx Licenses and Support | Criminal Information System Maintenance & Support Services | | Police Department | Police Department | \$6,000.00 |
| 255 | Software | Eagle Advantage Solutions | *Intellibook Livescan | Intellibook Livescan, LSID 425, LSID 419, & Livescan State Connection Support | | Police Department | Police Department | \$12,323.00 |

Annual Hardware and Software Maintenance and Support List - 2023

| Item # | Type | Vendor Name | Product Name | Description | Purpose of Product | User Agency | Funding Source | 2023 Projected Expenditure |
|--------|----------|---------------------------|---|--|--------------------|-------------------|-------------------|----------------------------|
| 256 | Software | Eagle Advantage Solutions | *Eagle*Print | Eagle*Print Applicant Software Application | | Police Department | Police Department | \$3,075.00 |
| 257 | Software | Farber Specialty Vehciles | *SatcomService LLC | Command Vehicle Internet Satellite | | Police Department | Police Department | \$5,328.00 |
| 258 | Software | Leads Online LLC | *Leads Online | Pawn Shop Investigative Software | | Police Department | Police Department | \$3,916.00 |
| 259 | Software | Axon | Body and In-Car Camera Systems | Software, including licensing fees, annual maintenance and suport, patches | | Police Department | Police Department | \$150,000.00 |
| 260 | Software | West Publishing Corp | *Thomson Reuters | Legal Research/Investigative Solution | | Police Department | Police Department | \$6,050.00 |
| 261 | Software | BadgePass | ID Machines | One year onsite service for all hardware components listed | | Police Department | Police Department | \$3,015.00 |
| 262 | Software | PowerDMS | PowerDMS | LE assessment annual subscription | | Police Department | Police Department | \$450.00 |
| 263 | Software | Scantron | Test Card Reader Machine | ParTest Software Assurance:1;ParTEST Single User ParScore Software Assurance.1;ParScore Workstation | | Police Department | Police Department | \$1,609.00 |
| 264 | Software | BadgePass | ID Machines | One year of phone and remote support for all software components listed as well as access to the latest versions of BadgePass software | | Police Department | Police Department | \$500.00 |
| 265 | Software | Street Smart LLC | Street Smart LLC Software | One (1) Year Street Smart Saas Solution | | Police Department | Police Department | \$20,000.00 |
| 266 | Software | Guardian Tracking | Internet Access to the Guardian Tracking Employee Documentation / Early Intervention & Recognition System Software. | Provides continued technical support and all software | | Police Department | Police Department | \$2,115.00 |
| 267 | Software | Rotor Resources | Sirius XM and Navigation | Annual subscription for Helicopter Sirius XM and Navigation | | Police Department | Police Department | \$1,805.00 |
| 268 | Software | ISO Network | Genetec Security Center Auto Vu Managed Service | Intersection Camera monitoring | | Police Department | Police Department | \$10,800.00 |
| 269 | Software | Eagle Advantage Solutions | *Intellibook Livescan | Intellibook Livescan, LSID 425, LSID 674, 700 & 702 & Livescan State Connection Support | | Probate Court | Probate Court | \$13,200.00 |

Annual Hardware and Software Maintenance and Support List - 2023

| Item # | Type | Vendor Name | Product Name | Description | Purpose of Product | User Agency | Funding Source | 2023 Projected Expenditure |
|--------|---------------------------|--|---|--|------------------------------------|-----------------|-----------------|----------------------------|
| 270 | Software & Hardware | MSA | MSA | Document Scanner Maintenance | | Public Defender | Public Defender | \$10,000.00 |
| 271 | Software & Hardware | Security 101 | Security101 | Security Door Access and Cameras | | Public Defender | Public Defender | \$32,000.00 |
| 272 | Software | Thomson West | WestlawNext & Clear Investigator | On-Line Legal Database Research | | Public Defender | Public Defender | \$50,000.00 |
| 273 | Software | Canyon Solutions | Canyon Solutions | Court Case Management System Maintenance & Support Services | Upload audio/video files for cases | Public Defender | Public Defender | \$25,000.00 |
| 274 | Software | CarahSoft Technology Corporation | MicroStation Information Modeling and CAD Production Software | License & Support | | Public Works | Public Works | \$4,000.00 |
| 275 | Software | DLT Solutions, LLC | AutoCAD v10 Civil 3D | Auto CAD Engineering Application Support | | Public Works | Public Works | \$80,000.00 |
| 276 | Software | Innovyze | Infowater Suite | Annual maintenance subscription program | | Public Works | Public Works | \$65,000.00 |
| 277 | Software | Innovyze (Wallingford) | Infoworks ICM SE | PW Interactive Sanitary Sewer Modeling | | Public Works | Public Works | \$200,000.00 |
| 278 | Software | EthoSoft | Labworks | LIMS | SaaS Lab Work | Public Works | Public Works | \$35,000.00 |
| 279 | Software | Oracle | Oracle Primavera and Contract Management Software | Support and upgrades to Primavera and Contract Management software | | Public Works | Public Works | \$24,300.00 |
| 280 | Software | WinCan, LLC | VX Entry to Expert Upgrade | CCTV Software Upgrades from existing WinCan Entry Licenses | | Public Works | Public Works | \$80,000.00 |
| 281 | Software | Thingtec | TracIT | AVL Software and web maintenance | | Public Works | Public Works | \$80,000.00 |
| 282 | Software | SwiftComply US OpCo, Inc (OLD - XC2 Software, LLC) | XC2 Backflow Prevention Management Software | Prevention Management Support contract | | Public Works | Public Works | \$75,000.00 |
| 283 | Hardware | Xerox Corporation | Wide Format Scanner | Maintenance support and repairs for scanner | | Public Works | Public Works | \$8,600.00 |
| 284 | Hardware | 360 Network Solutions | 4G Modems | 4G Modem to replace legacy 3G modems in message board trailer | | Public Works | Public Works | \$4,650.00 |
| 285 | Software | SAi | FLEXI Sign Making Software | Software upgrade for sign fabrication | | Public Works | Public Works | \$2,500.00 |
| 286 | Software | Power Engineering | CityWorks | PLL Implementations and customizations/upgrades | | Public Works | Public Works | \$150,000.00 |
| 287 | Software Support | IK Consultong, LLC | Permits Plus | Permits Plus support and customization | | Public Works | Public Works | \$2,000.00 |
| 288 | Software/Software Support | Commonwealth Technologies | Polaris Workforce | Utility Locate Ticket Management | | Public Works | Public Works | \$15,000.00 |

Annual Hardware and Software Maintenance and Support List - 2023

| Item # | Type | Vendor Name | Product Name | Description | Purpose of Product | User Agency | Funding Source | 2023 Projected Expenditure |
|--------|---------------------------|---|---|--|--|--|---|----------------------------|
| 289 | Software | Delta Municipal Supply (Old - Neptune) | Neptune 300 Software (Old - Water meter reading management) | Meter reading software | | Public Works | Public Works | \$50,000.00 |
| 290 | Software | Adobe | Adobe Premier Pro CC | VideoGraphics/Editing Program | | Public Works | Public Works | \$1,250.00 |
| 291 | Software/Hardware Support | M.R. Systems | Wonderware, Modicaon, etc. | Supervisory Control and Data Management System | | Public Works | Public Works | \$100,000.00 |
| 292 | Software | Azteca Systems | Cityworks Enterprise | Computerized Maintenance Management/Work Order System Maintenance & Support Services | | Public Works / Police | Public Works / Police | \$275,000.00 |
| 293 | Software | Earl Dudley | Topcon | Sta-Sub GP Yearly Reference Station | | Public Works/ Planning and | Public Works/ Planning and | \$110,000.00 |
| 294 | Softwre | Critical Business Analysis, Inc. | Primavera Suite & P6 Upgrade | Primavera Suite & P6 Upgrade | Construction project management software & support | Public Works/ DREAM Community Services | Public Works/ Planning and Community Services | \$50,000.00 |
| 295 | Software | iHydrant | iHydrant | Water System pressure loggers | | Public Works | Public Works | \$13,000.00 |
| 296 | Software | B2G Now | Contract Compliance System | Contract Compliance System | | Purchasing & Contract Compliance | Purchasing & Contract Compliance | \$40,000.00 |
| 297 | Software | BidNet Direct International Data Base Corporation | BidNet Direct | Bid Board Notficiation and Contract Management System | | Purchasing & Contract Compliance | Purchasing & Contract Compliance | \$25,000.00 |
| 298 | Software | EasyVote Solutions | Election/Asset Management System | On-line Applications for PollBook, Campaign Finance, Inventory | Electronic filing of financial reports from candidates and elected officials | Registration & Elections | Registration & Elections | \$26,500.00 |
| 299 | Software | Image One Corporation | Rocket-File Signature Scanning System | Registration & Elections Esignature System Maintenance & Support Services | Imaging software for registration applications and signature verification | Registration & Elections | Registration & Elections | \$7,170.00 |
| 300 | Hardware | DMT Solution Global Corp. - Blue Crest | Relia-Vote System/Absentee Mail | Absentee Ballot Processing System Maintenance & Support Services | Process absentee ballots by mail. | Registration & Elections | Registration & Elections | \$100,000.00 |
| 301 | Hardware | OPEX Corporation | Opener/Extractor | Letter Opener Model 72 | | Registration & Elections | Registration & Elections | \$21,960.00 |
| 302 | Hardware | Dominion Voting System | MBP Oki-C931 | Warranty High Speed Printers | | Registration & Elections | Registration & Elections | \$5,253.00 |
| 303 | Hardware | Dominion Voting System | Image Cast Central Firmware | Firmware Warranty G2140 | | Registration & Elections | Registration & Elections | \$7,725.00 |
| 304 | Software | Dominion Voting System | ImageCast Firmware | ICP Preinct Tabulator - 320C | | Registration & Elections | Registration & Elections | \$15,265.00 |
| 305 | Software | Dominion Voting System | Image Cast Firmware | Annual License - BMD Prime 5.5A | | Registration & Elections | Registration & Elections | \$54,075.00 |
| 306 | Software | Dominion Voting System | ImageCast Firmware | Precinct Tabulator 320C 5.5A Scanners | | Registration & Elections | Registration & Elections | \$35,931.00 |
| 307 | Software | Dominion Voting System | KnowInk Poll Book | Annual License | | Registration & Elections | Registration & Elections | \$64,375.00 |

Annual Hardware and Software Maintenance and Support List - 2023

| Item # | Type | Vendor Name | Product Name | Description | Purpose of Product | User Agency | Funding Source | 2023 Projected Expenditure |
|--------|----------|----------------------------|-------------------------------------|---|--|--------------------------------------|--------------------------|----------------------------|
| 308 | Software | 14 Oranges Software, Inc. | Mobile Application | Application Software for Mobile App | | Registration & Elections | Registration & Elections | \$4,000.00 |
| 309 | Software | SOE Software | Online Poll Worker Training system | Online Training Module | Online training module for certification of poll officials | Registration & Elections | Registration & Elections | \$12,075.00 |
| 310 | Software | SOE Software, d/b/a/ Scytl | Election Night Reporting Software | Election Night Reporting | Report election results | Registration & Elections | Registration & Elections | \$9,000.00 |
| 311 | Software | Wireless Data Systems | Inventory Tracking System | Annual License | | Registration & Elections | Registration & Elections | \$221,908.14 |
| 312 | Software | KNOWiNK | Poll Pad Package | Poll Pad Packages iPad WiFi 32GB | | Registration & Elections | Registration & Elections | \$25,000.00 |
| 313 | Software | Dominion Voting System | Image Cast Tabulator | Software Licen - 320C 5.5A ICC Scanners | | Registration & Elections | Registration & Elections | \$28,525.00 |
| 314 | Software | Quadiant | Ballot Printing | OMS500 for v8.2 | | Registration & Elections | Registration & Elections | \$6,060.00 |
| 315 | Hardware | Dominion Voting System | Hardware Extended Warranty | Hardware Extended Warranty | | Registration & Elections | Registration & Elections | \$501,746.00 |
| 316 | Software | CoStar | CoStar Suite | 2 Licenses | Evaluate site development, quickly visualize trends on maps and efficiently track tenant and ownership information for the Metro Atlanta market (including submarkets) | Select Fulton - Economic Development | Select Fulton | \$10,000.00 |
| 317 | Software | Chmura | RTI Job Feed Data - Career Concurse | 1 Organizational Licenses | Employment & Wages, Unemployment, Cost of Living, Historical Industry Growth Rates, etc) against any County, MSA, or State in the United States | Select Fulton - Economic Development | Select Fulton | \$10,000.00 |
| 318 | Software | SizeUp | SizeUp | 1 Organizational Licenses | Small business market research and business intelligence tool | Select Fulton - Economic Development | Select Fulton | \$15,000.00 |
| 319 | Software | Smart SolutionsGro up | EdLead Tracker | 1 Organizational Licenses | Project managing and client relations tool. | Select Fulton - Economic Development | Select Fulton | \$5,000.00 |
| 320 | Software | GIS Planning | Zoom Prospector | 1 Organizational Licenses | Interactive commercial real estate site selection and demographic tools | Select Fulton - Economic Development | Select Fulton | \$10,000.00 |

Annual Hardware and Software Maintenance and Support List - 2023

| Item # | Type | Vendor Name | Product Name | Description | Purpose of Product | User Agency | Funding Source | 2023 Projected Expenditure |
|--------|----------|--|---|--|---|---------------------------------------|-----------------|----------------------------|
| 321 | Software | Chmura | JobsEQ Platform + Real-Time Intelligence (RTI) module | 1 Organizational Licenses | Employment & Wages, Unemployment, Cost of Living, Historical Industry Growth Rates, etc) against any County, MSA, or State in the United States | Select Fulton - Workforce Development | Workforce | \$10,000.00 |
| 322 | Software | Accessible Solutions, Inc. | SERVtracker | Web Hosting | Data Tracking | Senior Services | Senior Services | \$20,000.00 |
| 323 | Software | OnSolve, LLC | One Call Now | Web Hosting | Messaging System | Senior Services | Senior Services | \$19,000.00 |
| 324 | Software | Survey Monkey | On-line Subscription | Utilization of online software to create surveys of internal and external purposes | | Senior Services | Senior Services | \$2,300.00 |
| 325 | Software | Qualifacts Systems, LLC f/k/a Qualifacts Systems, Inc. | CareLogic | Electronic client health records management System | Transition Manual filing system to an Electronic system | Senior Services | Senior Services | \$20,652.62 |
| 326 | Software | Audio Visual Innovations, Inc. | Vidieo Wall | Software Maintenance | | Sheriff | Sheriff | \$10,000.00 |
| 327 | Software | Black Creek | Data tracking software | Software Maintenance | | Sheriff | Sheriff | \$20,000.00 |
| 328 | Software | Carahsoft/Celebrite | Software License | Cell Phone retrieval software Maintenance | | Sheriff | Sheriff | \$20,000.00 |
| 329 | Software | CI Technologies, Inc | Investigation Software | Software Maintenance | | Sheriff | Sheriff | \$5.00 |
| 330 | Software | Cross Match technologies | Sex Offender Software | Sex Offender Maintenance | | Sheriff | Sheriff | \$10,000.00 |
| 331 | Software | Georgia Technology Authority | WAN Telecommunication Services | Telecommunications WAN Services for Sheriff | | Sheriff | Sheriff | \$20,000.00 |
| 332 | Software | Real Time Network | Key Service | Key System Service/Maint | | Sheriff | Sheriff | \$20,000.00 |
| 333 | Software | LexisNexis | People Search Services | Search Services | | Sheriff | Sheriff | \$50,000.00 |
| 334 | Software | NEC | AFIS | Automated Finger Print ID System Maintenance & Support Services | | Sheriff | Sheriff | \$122,946.56 |
| 335 | Software | Equivant/North Pointe | Inmate Tracking Software | Inmate Tracking Software | | Sheriff | Sheriff | \$40,000.00 |
| 336 | Software | PlastiCard | Photo ID Software | Software Maintenance | | Sheriff | Sheriff | \$5,000.00 |
| 337 | Software | Power DMS, Inc. | CELEA Certification | Software/System Maintenance | | Sheriff | Sheriff | \$20,000.00 |
| 338 | Software | Watch Systems LLC | Sex Offender Software | Sex Offender Maintenance | | Sheriff | Sheriff | \$25,000.00 |
| 339 | Software | West Publishing Corp | Clear | Search Services Maintenance | | Sheriff | Sheriff | \$10,000.00 |
| 340 | Software | DataWorksPlus | LiveScan | Automated Finger Print ID System Maintenance & Support Services | | Sheriff | Sheriff | \$200,000.00 |
| 341 | Software | Fusus | Enterprise Services | Enterprise Services | | Sheriff | Sheriff | \$200,000.00 |
| 342 | Software | Viglint | Mobile LPR System | Software Maintenance | | Sheriff | Sheriff | \$200,000.00 |
| 343 | Software | First Two | Search Services | Software Maintenance | | Sheriff | Sheriff | \$10,000.00 |
| 344 | Software | GrayShift | Extract Encrypted data | Software Maintenance | | Sheriff | Sheriff | \$30,000.00 |

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| Item # | Type | Vendor Name | Product Name | Description | Purpose of Product | User Agency | Funding Source | 2023 Projected Expenditure |
|--------|----------|-----------------------------------|---|--|---|------------------------------|------------------------------|----------------------------|
| 345 | Software | BMC/RightStar | Software License | Software Maintenance | | Sheriff | Sheriff | \$15,000.00 |
| 346 | Software | Thomson Reuters | CLEAR PRO Law Enforcement Investigator Plus | Online Subscription | Research Database | Solicitor-General | Solicitor-General | \$27,182.49 |
| 347 | Software | Savance | EIO Board | Online Subscription | Time management | Solicitor-General | Solicitor-General | \$1,650.00 |
| 348 | Software | Everbridge | Everbridge SMS Notification | Mass Notification System | Mass Communication Tool | Solicitor-General | Solicitor-General | \$428.21 |
| 349 | Software | LexisNexis | LexisNexis | Access to Legal/Judicial Database | Research Database | Solicitor-General | Solicitor-General | \$9,978.00 |
| 350 | Software | RightStar | Remedy Force Service Desk System for Customer Service | BMC Helix Remedyforce Service Desk – Casual User – License and Maintenance | Customer Relations Database | Solicitor-General | Solicitor-General | \$2,226.16 |
| 351 | Software | Emergent, LLC | Adobe Software licenses | Licenses to provide Adobe software | Create, Modify, Combine PDF Files | Solicitor-General | Solicitor-General | \$2,860.00 |
| 352 | Software | Fiat Luxx | Website | Website Maintenance and Support | | State Court | State Court | \$10,000.00 |
| 353 | Software | BlueHost | Website | Website Hosting | | State Court | State Court | \$500.00 |
| 354 | Hardware | Fujitsu | Desktop Scanners | Scanners for Clerks to eFile | Uploading Case filings into Case management application | State Court | State Court | \$18,000.00 |
| 355 | Software | Zoho Corporation/Endpoint Central | Manage Engine | Service Desk Application | State Court IT | State Court | State Court | \$30,000.00 |
| 356 | Software | The Applicant Manager | The Applicant Manager | Applicant tracking system | Superior Court Administrator | Superior Court Administrator | Superior Court Administrator | \$4,000.00 |
| 357 | Software | EBSCO Information Services | EBSCO Legal Reference Center | Legal Reference System for the public and pro se litigants. | Superior Court Administrator | Superior Court Administrator | Superior Court Administrator | \$5,500.00 |
| 358 | Software | Thomson West | WESTLAW | Online Legal Research | Superior Court Administrator | Superior Court Administrator | Superior Court Administrator | \$125,000.00 |
| 359 | Software | Twilio | Twilio | Online Communication Tool | Superior Court Administrator | Superior Court Administrator | Superior Court Administrator | \$2,000.00 |
| 360 | Software | GoDaddy | GoDaddy | Web Hosting Services | Superior Court Administrator | Superior Court Administrator | Superior Court Administrator | \$3,000.00 |
| 361 | Software | All My HR | allmyhr.com | HR Compliance Training | Superior Court Administrator | Superior Court Administrator | Superior Court Administrator | \$4,100.00 |
| 362 | Software | Adobe | Adobe Acrobat Pro | Electronic Document Editor | Superior Court Administrator | Superior Court Administrator | Superior Court Administrator | \$5,000.00 |
| 363 | Software | Tradogram Inc. | Tradogram | Court Ordering and Tracking System | Procure Chamber and Administration Orders | Superior Court Administrator | Superior Court Administrator | \$6,500.00 |
| 364 | Software | Monday | Monday.com | Daily Task Management System | Task Management | Superior Court Administrator | Superior Court Administrator | \$4,000.00 |
| 365 | Software | SparkHire | SparkHire.com | Video Interviewing Platform | Interview candidates for open positions | Superior Court Administrator | Superior Court Administrator | \$6,000.00 |
| 366 | Software | Zoho Corporation | Manage Engine | Service Desk Application | Superior Court Administrator | Superior Court Administrator | Superior Court Administrator | \$30,000.00 |

Annual Hardware and Software Maintenance and Support List - 2023

| Item # | Type | Vendor Name | Product Name | Description | Purpose of Product | User Agency | Funding Source | 2023 Projected Expenditure |
|--------|----------|---|--|---|--|--|--|----------------------------|
| 367 | Software | ICON SOFTWARE CORPORATION | Courthouse JMS (with summons Direct Module) | Jury Management System Software and Service | Superior Court Administrator/State Court | Superior Court Administrator/State Court | Superior Court Administrator/State Court | \$298,000.00 |
| 368 | Software | Paramount | Drupal/Web Application Support | Website/Application Maintenance | Superior Court Administrator | Superior Court Administrator | Superior Court Administrator | \$10,000.00 |
| 369 | Software | Amazon | Amazon Web Services | Cloud Hosting Services for Websites | Superior Court Administrator | Superior Court Administrator | Superior Court Administrator | \$5,000.00 |
| 370 | Software | The Sidwell Company | Cadastral (Tax parcel) Mapping System Maintenance & Support | | | Tax Assessor | Information Technology | \$239,140.00 |
| 371 | Software | Core Logic (Formerly Marshall & Swift) | Commercial/Residential Estimator | | | Tax Assessor | Tax Assessor | \$6,000.00 |
| 372 | Software | Co-Star Comps | Appraisal Data Listing Search | | | Tax Assessor | Tax Assessor | \$84,695.00 |
| 373 | Software | Experian | Electronic Adress Data System Maintenance & Support Services | | | Tax Assessor | Tax Assessor | \$10,000.00 |
| 374 | Software | First Multiple Listing | Data Services Provider for Real Estate Properties | | | Tax Assessor | Tax Assessor | \$40,000.00 |
| 375 | Software | Lexis Nexis | Online Search for Property Deeds | | | Tax Assessor | Tax Assessor | \$32,000.00 |
| 376 | Software | Pictometry International | Aerial Photography System Maintenance & Support Services | | | Tax Assessor | Tax Assessor | \$440,799.00 |
| 377 | Software | Q-Public / Schneider | Hosting, Maintenance, Support and Upgrade | | | Tax Assessor | Tax Assessor | \$45,480.00 |
| 378 | Software | Tyler Technologies, Inc.-CLT Division | iAS World Tax System | | | Tax Assessor | Tax Assessor | \$300,000.00 |
| 379 | Software | Security 101 | Access Maintenance for Security Doors | | | Tax Assessor | Tax Assessor | \$2,990.00 |
| 380 | Software | Thomson Rueters | Legal Research/Investigative Solution for Homestead | | | Tax Assessor | Tax Assessor | \$30,000.00 |
| 381 | Software | System | Plotter Maintenance | | | Tax Assessor | Tax Assessor | \$5,000.00 |
| 382 | Software | Tyler Technologies/TruRoll | Homestead Audit | | | Tax Assessor | Tax Assessor | \$63,500.00 |
| 383 | Software | Prime Gov/Rock Solid | Automated Meeting Agenda Management | | | Tax Assessor | Tax Assessor | \$25,000.00 |
| 384 | Software | Georgia Superior Court Clerks Authority | Deed and Property Transfer Form Access | | | Tax Assessor | Tax Assessor | \$10,000.00 |
| 385 | Software | Tyler Technology, Inc.-CLT Division | IAS World Tax System | IAS World Tax System Maintenance & Support Services | | Tax Commissioner | Information Technology | \$1,000,000.00 |

Annual Hardware and Software Maintenance and Support List - 2023

| Item # | Type | Vendor Name | Product Name | Description | Purpose of Product | User Agency | Funding Source | 2023 Projected Expenditure |
|--------|---------------------|--|--|---|--|------------------|------------------|----------------------------|
| 386 | Software / Hardware | Brainsell Technologies | ACCPAY Software Support | ACCPAY Software Support & Services | ACCPAY Software Support & Services | Tax Commissioner | Tax Commissioner | \$30,000.00 |
| 387 | Software/ Hardware | Cummins-Allison Corp. | Coin Sorters and Currency Counters | Coin Sorters & Currency Counter Equipment Maintenance & Support Services | To sort, count and detect counterfeit money | Tax Commissioner | Tax Commissioner | \$67,000.00 |
| 388 | Hardware | Document Strategies, Inc. | Mail Sorters | Mail Sorter Machines & Equipment Maintenance & Repair | To fold, stuff and seal refunds | Tax Commissioner | Tax Commissioner | \$90,000.00 |
| 389 | Software | Docuware Corporation (formerly Westbrook Technologies) | Docuware System | Imaging System Maintenance & Support Services | To store images from payments received | Tax Commissioner | Tax Commissioner | \$90,000.00 |
| 390 | Software | DRS Group | Check Scanners | Check Scanners Maintenance & Support Services | To scan checks from payments received | Tax Commissioner | Tax Commissioner | \$45,000.00 |
| 391 | Software / Hardware | HP, Inc. formerly Hewlett Packard, Inc. | Printers | Printers Software Maintenance & Support | Bill and Document printers | Tax Commissioner | Tax Commissioner | \$75,000.00 |
| 392 | Hardware | NCR Corporation | Remittance Processor | Check Remittance Processor Hardware Maintenance & Support Services | To process mass tax payments | Tax Commissioner | Tax Commissioner | \$230,000.00 |
| 393 | Software/ Hardware | Netvantage, Inc. dba Creditron, Inc. | Remittance Processor-Item Age | Check Remittance Processor Software Maintenance & Support Services | Software for processing mass payments | Tax Commissioner | Tax Commissioner | \$241,000.00 |
| 394 | Hardware | Onsite Maintenance Center LLC /formerly ServRight (Intrepid) | Shredder Maintenance | Shredder Maintenance & Support Services | To shred documents with customers personal information | Tax Commissioner | Tax Commissioner | \$14,500.00 |
| 395 | Hardware | Opex Corporation | Jogger & Mail Extractor; Remittance Processor | Check Joggers, Mail Extractor Machine and Remittance Processor | To process mass tax payments | Tax Commissioner | Tax Commissioner | \$350,000.00 |
| 396 | Software | Paradime Solutions, Inc. | ACCPAY Software Support | ACCPAY Software Support & Services | ACCPAY Software Support & Services | Tax Commissioner | Tax Commissioner | \$30,000.00 |
| 397 | Hardware | Pitney Bowes Credit Corp. dba Global Financial Services LLC | Arrival Express Plus, Omaton 410 and Omaton 306S | Mailing Equipment/Postage Meter/Hand Held Scanner and 2 Large Capacity Letter Openers | To process mail and large packages received from and sent to customers | Tax Commissioner | Tax Commissioner | \$35,000.00 |
| 398 | Software/ Hardware | Q-Matic Corporation | Q-Matic Customer Flow Management | Customer Flow Management System Maintenance & Support | Customer numbering system | Tax Commissioner | Tax Commissioner | \$290,000.00 |
| 399 | Software / Hardware | Sage Software, Inc. | ACCPAY Software Support | ACCPAY Software Support & Services | ACCPAY Software Support & Services | Tax Commissioner | Tax Commissioner | \$30,000.00 |
| 400 | Software | Selectron Technologies Inc. | IVR/IWR | IVR/IWR for Real Estate/Solid Waste Billing/MTV | IVR/IWR System for Taxes Online | Tax Commissioner | Tax Commissioner | \$275,000.00 |

Annual Hardware and Software Maintenance and Support List - 2023

| Item # | Type | Vendor Name | Product Name | Description | Purpose of Product | User Agency | Funding Source | 2023 Projected Expenditure |
|--------|---------------------|--------------------------------------|----------------------------------|---|--|------------------|-----------------------------|----------------------------|
| 401 | Software | Tyler Technology, Inc.-CLT Division | IAS World Tax System | IAS World Tax System Maintenance & Support Services | | Tax Commissioner | Tax Commissioner | \$300,000.00 |
| 402 | Software / Hardware | WellSpring Software | Check Scanners | Bank Check Scanners Maintenance & Support Services | Bank Check Scanners Maintenance & Support Services | Tax Commissioner | Tax Commissioner | \$15,000.00 |
| 403 | Software / Hardware | Xerox Corporation | Tax Bill Printers | Bill Printers Software Maintenance & Support Services | Large tax bill printers for mass mailings | Tax Commissioner | Tax Commissioner | \$130,000.00 |
| 404 | Software / Hardware | Fujitsu Computer Products of America | Drives Scanners | Drives Scanners Maintenance and Support Services | Tax Commissioner | Tax Commissioner | Tax Commissioner | \$28,000.00 |
| 405 | Software | Tyler Technology, Inc.-CLT Division | iasWorld -Support | Annual Support and Services | Tax Commissioner | Tax Commissioner | Tax Commissioner | \$375,000.00 |
| 406 | Software | Tyler Technology, Inc.-CLT Division | Homestead Tax Exemption | Annual Support and Services | Tax Commissioner | Tax Commissioner | Tax Commissioner/Non Agency | \$33,723.75 |
| 407 | Software / Hardware | Fastenal Company | Heavy Duty Shredders | Heavy Duty Shredders Maintenance and Support Services | Tax Commissioner | Tax Commissioner | Tax Commissioner | \$25,000.00 |
| 408 | Software / Hardware | Sam E. Mitchell & Associates | Automated Cash Management System | Automated Cash Management System/Smart Safes Maintenance and Support Services | Tax Commissioner | Tax Commissioner | Tax Commissioner | \$30,000.00 |
| 409 | Software/ Hardware | MAVRO Imaging | Remittance Processor-Item Age | Check Remittance Processor Software Maintenance & Support Services | Software for processing mass payments | Tax Commissioner | Tax Commissioner | \$291,000.00 |
| 410 | Software/ Hardware | Agissar Corporation | iTRAN 3000eRemittance Processor | Check Remittance Processor Hardware Maintenance & Support Services | To process mass tax payments | Tax Commissioner | Tax Commissioner | \$30,000.00 |

TOTAL \$46,236,472.83



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

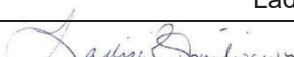
CONTRACTORS PERFORMANCE REPORT

| | | | |
|--------------------------------|-------------------|--|---------------------|
| Report Period Start | Report Period End | Contract Period Start | Contract Period End |
| 1/1/2023 | 03/31/2023 | 1/1/2022 | 3/31/2023 |
| Purchaser Order Number | | Purchase Order Date | |
| Department – Senior Services | | | |
| Bid Number 17RFP109210A-FB | | Service Commodity – Comprehensive Nutrition Services | |
| Contractor – Open Hand Atlanta | | | |

Performance Rating

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

| | | |
|------------------------------|---|--|
| 1. Quality of Goods/Services | | (Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification) |
| | 0 | The contractor is in compliance with providing the service delivery model of Home Delivered Meals. The contractor provides monthly reports, and weekly reports on time. All the staff have the skills to provide the services in the contract. |
| | 1 | |
| | 2 | |
| X | 3 | |
| | 4 | |

| | | |
|---|---|--|
| 2. Timeliness of Performance | | (Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/Change – On Time Completion Per Contract) |
| | 0 | The contractor is very responsive to any requests and performs the deliverables of the agreement. The contractor will initiate an action plan if there are changes needed. |
| | 1 | |
| | 2 | |
| X | 3 | |
| | 4 | |
| 3. Business Relations | | (Responsiveness to Inquires – Prompt Problem Notifications) |
| | 0 | The contractor will respond via telephone or email if there are issues or inquiries with the service delivery model. The contractor is very helpful to assist and find resolutions to any problems in service. |
| | 1 | |
| | 2 | |
| X | 3 | |
| | 4 | |
| 4. Customer Satisfaction | | (Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions) |
| | 0 | The contractor provides proper invoicing. The contractor stays within budget. |
| | 1 | |
| | 2 | |
| X | 3 | |
| | 4 | |
| 5. Contractors Key Personnel | | (Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed) |
| | 0 | The contractor credentials are aligned with the needed experience and appropriateness to deliver the services for Aging Services. |
| | 1 | |
| | 2 | |
| X | 3 | |
| | 4 | |
| Overall Performance Rating | 3.0 | Date 4/3/2023 |
| Would you select/recommend this vendor again? | Yes | |
| Rating completed by: | Rafael Patterson, Program Manager | |
| Department Head Name: | Ladisa Onyilogwu, Director | |
| Department Head Signature |  | |

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: Open Hand Atlanta, Inc.

Contract No. 23RFP137278A-CJC, Comprehensive Nutrition Services

Address: 181 Armour Drive, N.E.
City, State Atlanta, GA 30324

Telephone: (404) 872-8089

E-mail: mpieper@openhandatlanta.org

Contact: Matthew Pieper
Executive Director

WITNESSETH

WHEREAS, Fulton County ("County") entered into a Contract with Open Hand Atlanta, Inc. to provide Comprehensive Nutrition Services, dated April 1, 2023, on behalf of the Department of Senior Services; and

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations,

WHEREAS, this amendment to the contract (Amendment No. 1) will allow Open Hand Atlanta to provide services funded by a grant from the Atlanta Regional Commission; and

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

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

1. **SCOPE OF WORK TO BE PERFORMED:** No change in scope of work.
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$1,134,963.80 (One Million, One Hundred Thirty-Four Thousand, Nine Hundred Sixty-Three Dollars and Eighty Cents) July 12, 2023 through December 31, 2023.
3. **LIABILITY OF COUNTY:** This Amendment no. 1 Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the

Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

OPEN HAND ATLANTA, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Matthew Pieper
Executive Director

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#: _____ RCS: _____ RECESS MEETING | ITEM#: _____ RM: _____ REGULAR MEETING |
|--|--|



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0461

Meeting Date: 7/12/2023

Department

State Court

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

Request approval to increase the spending authority, State Court, Substance Use Disorder (“SUD”) monitoring in the amount of \$180,000.00 with Avertest, LLC, (Richmond, VA) to provide SUD monitoring services delivered via Aversys, a proprietary web-based application, drug testing services and products for the Fulton County DUI Treatment Court. Effective January 1, 2023 to September 25, 2023.

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

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion, in the specifications, services, time of performance or terms and conditions of the contract, or a price change in excess of 10% of the original contract price shall be forwarded to the Board of Commissioners for approval.

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background *(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 contractor, Avertest, LLC, is responsible for providing drug testing services to the Fulton County DUI Treatment Court. Aversys is a proprietary web-based application which integrates individual client random selection and notification, same gender directly observed sample

collection, clinical laboratory analysis, results reporting and event notification, and other related activities. The drug testing services provide measurement-based systematic monitoring services for program participants and will foster coordination of care and supervision and help clients abstain from substance use and achieve stability within the community. The market demonstrates that the services sought are so unique that only one vendor can satisfy the program’s requirements. It would require procuring these services from other service providers would require the coordination of multiple vendors to achieve a comparable level of client care. For example, there are service providers within Georgia that provide employment-related, non-observed sample collection services but send samples to independent laboratories. There are labs that conduct testing in Georgia but do not provide directly observed sample collection services. Avertest, on the other hand, offers Fulton County both directly observed collections and our own lab testing, ensuring evidence-based practices and integrated services designed to help clients with SUD develop lasting healthy habits.

Community Impact: The Fulton County State DUI Treatment Court strengthens Fulton’s County commitment and support of Accountability Courts, thereby aligning with the County’s justice and safety plan.

Department Recommendation: The Fulton County State Court recommends approval.

Project Implications: The ability to utilize drug testing services is required to be in compliance with the Accountability Courts Best Practices/Standards and receive grant funds

Community Issues/Concerns: The ability to utilize drug testing services is required to be in compliance with the Accountability Courts Best Practices/Standards and receive grant funds.

Department Issues/Concerns: The ability to utilize drug testing services is required to be in compliance with the Accountability Courts Best Practices/Standards and receive grant funds.

Contract Modification:

| Current Contract History | BOC Item | Date | Dollar Amount |
|--|----------|----------|------------------|
| Original Award Amount | 22-0687 | 09/21/22 | \$180,000 |
| Increase Spending Authority No. 1 | | | \$180,000 |
| Total Revised Amount | | | \$360,000 |

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

Not Applicable

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

Exhibit 1: Amendment 1

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

Bradley Jones, Behavioral Health Program Manager, DUI Treatment Court

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$180,000.00
 Previous Adjustments:
 This Request: \$180,000.00
 TOTAL: \$360,000.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

100 420 JSTR 1464: General Fund, State Court-General, Lab Supplies, \$180,000

| | |
|-----------------------------|---------------------------------|
| Key Contract Terms | |
| Start Date: 1/1/2023 | End Date: 9/25/2023 |
| Cost Adjustment: | Renewal/Extension Terms: |

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start: 1/1/2023
Report Period End: 9/25/2023

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **Avertest, LLC (dba Averhealth)**

Contract No. **Sole Source, 22SS049A-KM**

Address: **2916 W. Marshall St., Richmond, VA 23230**
City, State

Telephone: **866-680-3106**

E-mail: **nrunge@averhealth.com**

Contact: **Nick Runge, Director of Operations**

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with [Insert Contractor Name] to provide [Insert the scope of work/services], dated [Insert contract effective date], on behalf of the [Insert User Department]; and

WHEREAS, [this clause should state in detail what is being amended, such as adding additional scope of work, revising, modifying or correcting the existing contract and purpose for amendment]; and

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

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

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

This Amendment No. 1 to Form of Contract is effective as of the ____ day of _____, 20__, between the County and [Insert Contractor Name], who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** [Insert amended scope of work]
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed [Insert amount approved by BOC].
3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not

become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

[INSERT COMPANY NAME]

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Insert name]
[Insert title]

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: _____

[insert department head name & title]
[insert user department name]

Commission Expires: _____

(Affix Notary Seal)

| | |
|--|--|
| ITEM#: _____ RCS: _____ RECESS MEETING | ITEM#: _____ RM: _____ REGULAR MEETING |
|--|--|



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0383

Meeting Date: 7/12/2023

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

Request approval of an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article 2 (County Governing Authority), Division 2 (Rules of Order and Procedure), Section 101-66 (b)(1) of the Fulton County Code of Ordinances in order to impose a distribution requirement before a member of the Fulton County Board of Commissioners may place a proposed Resolution or Ordinance on the Agenda for consideration or final vote; to require that the proposed Resolution or Ordinance appear as a discussion item at the first meeting in which it is introduced and voted on at the second meeting; and for other purposes. **(Arrington) (HELD ON 6/7/23 AND 6/21/23)**

1 AN ORDINANCE TO AMEND CHAPTER 101 (GENERAL PROVISIONS AND
2 COUNTY GOVERNING AUTHORITY), ARTICLE 2 (COUNTY GOVERNING
3 AUTHORITY), DIVISION 2 (RULES OF ORDER AND PROCEDURE), SECTION 101-
4 66(b)(1) OF THE FULTON COUNTY CODE OF ORDINANCES IN ORDER TO
5 IMPOSE A DISTRIBUTION REQUIREMENT BEFORE A MEMBER OF THE FULTON
6 COUNTY BOARD OF COMMISSIONERS MAY PLACE A PROPOSED RESOLUTION
7 OR ORDINANCE ON THE AGENDA FOR CONSIDERATION OR FINAL VOTE; TO
8 REQUIRE THAT THE PROPOSED RESOLUTION OR ORDINANCE APPEAR AS A
9 DISCUSSION ITEM AT THE FIRST MEETING IN WHICH IT IS INTRODUCED AND
10 VOTED ON AT THE SECOND MEETING; AND FOR OTHER PURPOSES.

11
12 **WHEREAS**, the duly elected governing authority of Fulton County, Georgia (the
13 “County”) is the Fulton County Board of Commissioners, comprised of a Chairman and
14 six individual Commissioners, who are selected by a majority of the qualified electors
15 voting in the respective County districts in which they reside; and

16 **WHEREAS**, Georgia law tasks the Board of Commissioners with significant
17 decision-making duties in administering, at the County level, crucial public government
18 policies and services; and

19 **WHEREAS**, the County and the general public are best served when the
20 members of the Board of Commissioners, individually, are free to share their varying
21 opinions about local government policies, programs and services in their public
22 meetings and, collectively, are able to make decisions concerning the administration of
23 the County’s policies, programs and services; and

24 **WHEREAS**, a key component to such discussions and effective decision-making
25 is the ability of the members of the Board of Commissioners to prepare for an upcoming
26 meeting with a full understanding and insight into the matters to be discussed and
27 considered at meeting; and

28 **WHEREAS**, pursuant to the County’s home rule powers found in the Constitution
29 of the State of Georgia, Article 9, Sec. 2 ¶ 1(a), the Board of Commissioners is

30 authorized to adopt reasonable ordinances, resolutions, or regulations relating to the
31 County's affairs for which no provision has been made by general law and which is not
32 inconsistent with the Constitution or any local law applicable thereto; and

33 **WHEREAS**, in the lawful exercise of said home rule powers and in conformity
34 with the provisions of the Open Meetings Act, O.C.G.A. § 50-14-1 *et seq.*, the Board
35 enacted certain provisions of its Rules of Order and Procedure (the "Procedural Rules")
36 at its Regular Meeting on January 19, 1994, via Agenda Item 93-RC-701, and which
37 have been codified in Chapter 101 (General Provisions and County Governing
38 Authority), Article II (County Governing Authority), Division 2 (Rules of Order and
39 Procedure) of the Fulton County Code of Laws ("Code") as Section 101-61 *et seq.* and
40 have been amended multiple times thereafter; and

41 **WHEREAS**, Procedural Rule 6(a) (codified as Section 101-66(a) in the Code)
42 ensures that members of the Board of Commissioners and the general public receive
43 advance notice of the matters to be considered at an upcoming meeting by setting a
44 deadline for submitting items to be placed on the meeting's agenda and by requiring the
45 final agenda to be available to members of the Board of Commissioners and the general
46 public prior to such meeting being held; and

47 **WHEREAS**, Procedural Rule 6(b) (codified as Section 101-66(b) in the Code)
48 furthers efficient preparation of the final agenda for a meeting by setting forth rules for
49 placement of an item on that agenda by a member of the Board of Commissioners; and

50 **WHEREAS**, the Board of Commissioners desires to amend Procedural Rule
51 6(b)(1) (as well as Section 101(b)(6) of the Code) to implement a requirement that a
52 member of the Board of Commissioners presenting a resolution or ordinance for action

53 or discussion at a meeting shall distribute the proposed resolution or ordinance to the
54 other members of the Board of Commissioners before that item may be placed on an
55 agenda for consideration or final vote; and

56 **WHEREAS**, the Board of Commissioners finds the implementation of said
57 distribution requirement will further ensure each member has, in advance of an
58 upcoming meeting, a full understanding of a proposed resolution or ordinance and
59 sufficient time to individually consider the matter before discussion during the meeting;
60 and

61 **WHEREAS**, additional changes to Procedural Rule 6(b) (codified as Section 101-
62 66(b) in the Code) foster transparency and provide sufficient advance notice to
63 constituents, Commissioners and staff by requiring that a proposed resolution or
64 ordinance must appear as a discussion item at the first meeting in which it is introduced
65 and voted on at the second meeting.

66 **NOW, THEREFORE, BE IT ORDAINED**, that the Fulton County Board of
67 Commissioners hereby amends Rule 6(b)(1) of its Rules of Order and Procedure (as
68 well as Subsection (b)(1) of Section 101-66 of the Fulton County Code of Laws), by
69 deleting the current language of said provision in its entirety, and by substituting in lieu
70 thereof the following text so that, when amended, Rule 6(b)(1) of the Rules of Order and
71 Procedure (as well as Subsection (b)(1) of Section 101-66 of the Fulton County Code of
72 Ordinances (attached)) shall read in full as follows:

73 “(1) Placement of an item on the agenda by a commissioner.

74 a. Subject to the requirement stated below in (b)(1)(b) of this
75 subsection, any commissioner wishing to place an item on the

76 agenda may do so by timely informing the clerk to the commission
77 of such inclusion.

78 b. For any item sought to be placed on the agenda that, if approved by
79 the board of commissioners, would require the adoption of a
80 resolution or ordinance, a commissioner shall distribute a copy of
81 the proposed resolution or ordinance and any attachments to all of
82 the other members of the board of commissioners (by email, hand
83 delivery or otherwise) not less than seventy-two (72) hours before
84 notifying the clerk to the commission of the desire to place the item
85 on the agenda. Along with such request, the commissioner shall
86 inform the clerk to the commission that this seventy-two (72) hour
87 notice requirement has been satisfied. The clerk to the commission
88 shall not place any item on the agenda if the seventy-two (72) notice
89 requirement has not been met and shall notify the affected
90 commissioner. If the item does not make the agenda for the
91 scheduled meeting, the clerk shall place the item on the agenda for
92 the next scheduled meeting upon the commissioner confirming that
93 the distribution requirement has been met.

94 c. Simultaneously with informing the clerk to the commission of the
95 desire to include an item on the agenda, the commissioner should
96 submit sufficient written information about the item to aid the clerk to
97 the commission to properly note the item on the agenda. Any

98 supporting documents germane to the item should also be
99 submitted to the clerk to the commission.

100 d. The clerk to the commission shall ensure that a proposed resolution
101 or ordinance must appear as a discussion item on the published
102 agenda at the first meeting of the board of commissioners in which it
103 is introduced and voted on, by the members of the board of
104 commissioners, at the second meeting.”

105 e. Nothing herein shall be construed to eliminate where there is a
106 showing of an emergency or extraordinary circumstances exist, an
107 item may be added to the agenda and voted on during the same
108 meeting, when it is separately voted on and is adopted during the
109 meeting by a supermajority of the board of commissioners.

110 **BE IT FURTHER ORDAINED** that this Ordinance shall become effective when
111 passed and adopted, and that all ordinances and resolutions and parts of ordinances
112 and resolutions in conflict with this Ordinance are hereby repealed to the extent of the
113 conflict.

114 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
115 Georgia this 7th day of June, 2023.

116 **FULTON COUNTY BOARD OF**
117 **COMMISSIONERS**

118 **SPONSORED BY:**

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Marvin S. Arrington, Jr., Commissioner
125 District 5

126 ATTEST:

127

128

129

130

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132 _____
Tonya R. Grier, Clerk to the Commission

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135 APPROVED AS TO FORM:

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141 _____
Y. Soo Jo, County Attorney

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148 <https://Fc0365.Sharepoint.Com/Sites/Countyattorney/Calgislation/BOC/Resolutions/Ordinances/2023/Arrington/6.7.23> Ordinance
149 To Amend Code Sec 101-66(B)(1) (Procedural Rule 6(B)(1).Doc



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0384

Meeting Date: 7/12/2023

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

Request approval of an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article 2 (County Governing Authority), Division I (Generally), to create a new section 101-75 of the Fulton County Code of Laws to provide a fair, open and transparent procedure for the Board of Commissioners to make Full Board Appointments to various Boards, Commissions, Taskforces, Committees, Councils and Authorities affiliated with, or operating on behalf of Fulton County, Georgia; and for other purposes. **(Arrington) (HELD ON 6/7/23 AND 6/21/23)**

1 AN ORDINANCE TO AMEND CHAPTER 101 (GENERAL PROVISIONS AND COUNTY
2 GOVERNING AUTHORITY), ARTICLE 2 (COUNTY GOVERNING AUTHORITY),
3 DIVISION I (GENERALLY), TO CREATE A NEW SECTION 101-75 OF THE FULTON
4 COUNTY CODE OF LAWS TO PROVIDE A FAIR, OPEN AND TRANSPARENT
5 PROCEDURE FOR THE BOARD OF COMMISSIONERS TO MAKE FULL BOARD
6 APPOINTMENTS TO THE VARIOUS BOARDS, COMMISSIONS, TASKFORCES,
7 COMMITTEES, COUNCILS AND AUTHORITIES AFFLIATED WITH, OR OPERATING
8 ON BEHALF OF FULTON COUNTY, GEORGIA; AND FOR OTHER PURPOSES.
9

10 **WHEREAS**, the duly elected governing authority of Fulton County, Georgia is the
11 Fulton County Board of Commissioners; and

12 **WHEREAS**, pursuant to its home rule powers found in the Constitution of the State
13 of Georgia, Article 9, Sec. 2, ¶ 1(a), the Board of Commissioners is authorized to create
14 certain boards, commissions, taskforces, committees, councils, authorities, or make
15 appointments to them, either pursuant to County resolutions and ordinances, the Fulton
16 County Code of Laws, general state statutes, municipal laws, or local laws passed by the
17 General Assembly applicable to Fulton County; and

18 **WHEREAS**, the Board of Commissioners depends on these boards, commissions,
19 taskforces, committees, councils and authorities to assist in the smooth operation of
20 county government and to further the interests of Fulton County and its citizens; and

21 **WHEREAS**, the Board of Commissioners desires to appoint diverse, qualified,
22 knowledgeable, and dedicated county residents or commissioners to serve on the various
23 boards, commissions, taskforces, committees, councils, and authorities operating within,
24 or on behalf of Fulton County; and

25 **WHEREAS**, the Board of Commissioners routinely appoints individuals or
26 commissioners to the various boards, commissions, taskforces, committees, councils,
27 and authorities operating within Fulton County as either a “*District Appointment*” or a “*Full*
28 *Board Appointment;*” and

1 **WHEREAS**, the Clerk to the Commission maintains a master list of all Fulton
2 County boards, commissions, taskforces, committees, councils, and authorities, and is
3 responsible for maintaining records of appointments and vacancies; and

4 **WHEREAS**, pursuant to *Board Procedural Rule Six*, “[T]he agenda is prepared by
5 the Clerk’s Office [Clerk to the Commission] in concert with the County Manager’s
6 Office...;” and

7 **WHEREAS**, in preparing Board of Commissioners’ appointments to the various
8 boards, commissions, taskforces, committees, councils and authorities, the Clerk to the
9 Commission will look to the establishing legislation of the particular organization to
10 determine whether each person being appointed will be made pursuant to a *District*
11 *Appointment* or as a *Full Board Appointment*; and

12 **WHEREAS**, there is no written definition for *District Appointment* to guide the Clerk
13 to the Commission in preparing the agenda, thus, where the establishing legislation states
14 that each member of the Board of Commissioners gets to make an appointment, it has
15 been the practice and custom of the Clerk to the Commission to designate each such
16 appointment as a *District Appointment*, with each commissioner getting to nominate one
17 person for appointment, which is then confirmed by the full Board of Commissioners
18 typically via placement on and adoption of the Consent Agenda; and

19 **WHEREAS**, because there is also no written definition for *Full Board Appointment*
20 to guide the Clerk to the Commission in preparing the agenda, where the establishing
21 legislation states that the Board of Commissioners gets to appoint one or more members
22 (but not seven), it has been the practice and custom of the Clerk to the Commission to
23 designate each such appointment as a *Full Board Appointment*, with the full Board of

1 Commissioners having to vote to confirm each appointment typically via placement on
2 the Regular Agenda; and

3 **WHEREAS**, currently for a *Full Board Appointment*, there is not a clear process or
4 procedure in place for choosing the person or persons nominated for Full Board
5 Appointments; and

6 **WHEREAS**, the Board of Commissioners desires to adopt a fair, open, and
7 transparent process outlining the procedure for making Full Board Appointments and
8 clarify the District appointments of individuals or commissioners to the various boards,
9 commissions, taskforces, committees, councils, and authorities operating within Fulton
10 County; and

11 **WHEREAS**, under its home rule powers, the Board of Commissioners has
12 authority to adopt reasonable ordinances, resolutions, or regulations relating to the
13 County's affairs for which no provision has been made by general law and which are not
14 inconsistent with the Constitution or any local law applicable thereto.

15 **NOW, THEREFORE, BE IT ORDAINED**, that the Fulton County Board of
16 Commissioners hereby amends Chapter 101 (General Provisions and County Governing
17 Authority), Article 2 (County Governing Authority), Division I (Generally), to create a new
18 Section 101-75 of the Fulton County Code of Laws to provide a fair, open and transparent
19 procedure for the Board of Commissioners to define District Appointments, to define Full
20 Board appointments, and to make District and Full Board Appointments to the various
21 boards, commissions, taskforces, committees, councils and authorities affiliated with, or
22 operating on behalf of Fulton County, Georgia, as reflected in Exhibit "A," attached hereto
23 and incorporated herein by reference.

1 **BE IT FURTHER ORDAINED**, that a *District Appointment* is defined to mean
2 where the establishing legislation states that each member of the Board of
3 Commissioners gets to make an appointment, each commissioner shall get to nominate
4 the requisite number of person(s) for appointment.

5 **BE IT FURTHER ORDAINED**, that a *Full Board Appointment* is defined to mean
6 where the establishing legislation states that the Board of Commissioners gets to appoint
7 one or more members (but not seven), the full Board of Commissioners shall get to vote
8 to confirm each appointment.

9 **BE IT FURTHER ORDAINED**, that the Clerk to the Commission will continue to
10 maintain the master list of all Fulton County boards, commissions, taskforces,
11 committees, councils, and authorities, and is hereby directed to notify the Board of
12 Commissioners of expiring terms and pending vacancies as soon as practicable.

13 **BE IT FURTHER ORDAINED**, that all appointments will be made in accordance
14 with applicable state law, county ordinance or resolution that created the organization,
15 and where there is a conflict with this Ordinance, the aforementioned authorities shall
16 control over this Ordinance; and

17 **BE IT FINALLY ORDAINED**, that this Ordinance shall become effective upon its
18 adoption, and that all resolutions or ordinances and parts of resolutions or ordinances in
19 conflict with this Ordinance are hereby repealed to the extent of the conflict.

20 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
21 Georgia, this 7th day of June 2023.

22
23
24

**FULTON COUNTY BOARD OF
COMMISSIONERS**

SPONSORED BY:

Marvin S. Arrington, Jr.
Commissioner, District 5

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

<https://fc0365.sharepoint.com/sites/CountyAttorney/CAlegislation/BOC/Resolutions/Ordinances/2023/Arrington/6.7.23 Ordinance to Adopt BOC Appointment Policy.docx>

1 EXHIBIT A

2 Sec. 101-75 – Procedure for a full board appointment by the board of commissioners of individuals
3 or commissioners to boards, commissions, taskforces, committees, councils and
4 authorities.

5 The following procedure shall be used whenever it becomes necessary for the board of
6 commissioners to make a full board appointment of an individual or a commissioner to a board, commission,
7 taskforce, committee, council and authority.

8
9 A. Full board appointment policy

10
11 (1) Notice of vacancy.

12 (a) Whenever a position on a board, commission, taskforce, committee, council or authority shall
13 be or becomes vacant, notice of such vacancy shall be submitted by the affected organization
14 in writing to the clerk to the commission within 15 business days, who shall then notify each
15 member of the board of commissioners at the same time within 5 business days of receiving
16 the notice of vacancy.

17
18 (b) The clerk to the commission shall notify each member of the board of commissioners that
19 nomination of an individual or individuals (as may be required) shall be submitted to the clerk
20 to the commission by a specified deadline.

21
22 (c) Where the member to be appointed will be a member of the board of commissioners, a member
23 of the board of commissioners may submit her/his own name or the name of another member
24 of the board of commissioners, for appointment to any such vacancy.

25
26
27
28 (2) Procedure for appointments.

29 (a) One vacancy, one nominee. For full board appointments, where there is one open
30 nomination to be filled and only one name is submitted by the members of the board of
31 commissioners to the clerk to the commission, this section shall apply.

32
33 (i) When only one vacancy of a board, commission, taskforce, committee, council or
34 authority exists to be filled, and only one nominee has been submitted by the members
35 of the board of commissioners to the clerk to the commission, the clerk to the
36 commission shall place that nominee on the agenda for consideration by the full board
37 of commissioners for final action.

38
39 (b) One vacancy, more than one nominee. For full board appointments, where there is more
40 than one open membership to be filled and more than one name is submitted by the
41 members of the board of commissioners to the clerk to the commission, this section shall
42 apply.

43
44 (i) Should there be only one vacant position of a board, commission, taskforce,
45 committee, council or authority exists to be filled and more than one nominee is
46 submitted by the members of board of commissioners, the nominating commissioner
47 for each nominee shall, prior to the next scheduled meeting of the board of
48 commissioners, distribute biographical information and qualifications of their
49 nominee(s) to all of the other members of the board of commissioners for consideration
50 at the next meeting of the board of commissioners, provided however, if the date of the
51 next regularly scheduled meeting is less than five business days from the date of the

1 required deadline, all information shall be provided for consideration at the next
2 following regularly scheduled meeting of the board of commissioners. The clerk to the
3 commission shall place the names of the nominees on the appropriate agenda for
4 consideration.

5
6 (ii) At the next scheduled meeting of the board of commissioners after distribution of the
7 biographical information and qualification of said nominees, or at the next following
8 regularly scheduled meeting of the board of commissioners should the five-day
9 condition set forth in (b) (i) above be applicable, the clerk to the commission shall either
10 prepare the item for voting electronically by the commissioners present at the meeting,
11 or otherwise able to participate in the meeting as authorized by law, or issue a paper
12 ballot, whichever system is workable, which contains the names of all nominees for
13 said vacant position, to all of the members of board of commissioners present at said
14 meeting, or otherwise able to participate in the meeting as authorized by law.

15
16 (iii) The members of the board of commissioners may either vote electronically on each
17 slot to be filled, or shall circle the name of the nominee of her/his choice, sign the ballot
18 and return it to the clerk to the commission. Such ballots shall become a part of the
19 official record for said board of commissioners' meeting.

20
21 (iv) The clerk to the commission shall tally the electronic votes or the written ballots or
22 cause them to be tallied and announce the results in the open meeting. The nominee
23 receiving the majority of votes shall be chosen for the appointment.

24
25 (c) *Single nominee failing to receive a majority vote or multiple nominees receiving an*
26 *equal number of votes*

27
28 In the event that a single nominee fails to receive a majority vote of the members of the
29 board of commissioners present at the meeting of the board of commissioners, or there is
30 a tie among two or more nominees who receive the highest identical number of votes, then
31 a second ballot shall be issued. Those nominees not placing in the top two shall be
32 eliminated and not participate in the next round of voting. This ballot process shall be
33 continued until such time as one person receives a majority vote, or the tie fails to be broken
34 within two additional votes. If the original vote and two tiebreaking votes do not yield an
35 appointment, then the agenda item will be moved to the next agenda.(d) *More than one*
36 *vacancy. For full board appointments, where there is more than one open membership slot*
37 *to be filled and more than one name is submitted by the members of the board of*
38 *commissioners to the clerk to the commission, this section shall apply.*

39
40 (i) Should there be more than one vacant position on a board, commission, taskforce,
41 committee, council or authority exists of to be filled, and more than one nominee is
42 submitted to the clerk to the commission by the members of the board of
43 commissioners, each nominating commissioner shall, prior to the next scheduled
44 meeting of the board of commissioners, distribute biographical information and
45 qualifications of all nominees to all of the other members of the board of commissioners
46 for consideration at the next regular scheduled meeting of the board of commissioners,
47 provided however, if the date of the next full meeting of the board of commissioners is
48 less than five business days from the date of the required deadline, all information shall
49 be provided for consideration at the next following regularly scheduled meeting of the
50 board of commissioners. The clerk to the commission shall place the names of the
51 nominees on the appropriate agenda for consideration.

52
53 (ii) When more than one vacancy exists, the clerk to the commission shall prepare the
54 item for electronic voting by all of the members present at the meeting or authorize by
55 law to otherwise participate, or shall issue a paper ballot which contains the names of
56 all nominees for said vacant positions to all of the members of the board of

1 commissioners present at said meeting, or otherwise able to participate in the meeting
2 as authorized by law, depending on the method utilized for voting by the clerk to the
3 commission.

4
5 (iii) the members of the board of commissioners shall vote electronically or circle the
6 names of the nominees of her/his choice; indicating the corresponding position, sign
7 the ballot, and return it to the clerk to the commission, depending on the voting method
8 utilized by the clerk to the commission. Such ballots shall become a part of the official
9 record for said meeting of the board of commissioners.

10
11 (iv) The clerk to the commission shall tally the votes or the written ballots or cause them to
12 be tallied and announce the results. The nominees receiving the highest number of
13 votes; in correlation to the number of vacant positions, shall be chosen for appointment
14 to the available positions.

15
16 (d) Single nominee failing to receive a majority vote or multiple nominees receiving an equal
17 number of votes.

18
19 In the event that a single nominee fails to receive a majority vote of the members of the
20 board of commissioners present at the meeting of the board of commissioners, or there is
21 a tie among two or more nominees who receive the highest identical number of votes, then
22 a second ballot shall be issued. Those nominees not placing in the top two shall be
23 eliminated and not participate in the next round of voting. This ballot process shall be
24 continued until such time as one person receives a majority vote, or the tie fails to be broken
25 within two additional votes. If the original vote and two tiebreaking votes do not yield an
26 appointment, then the agenda item will be moved to the next agenda.

27
28 B. District Appointments

29
30 Where there are 7 appointments, they shall be considered district appointments and each
31 Commissioner shall be entitled to appoint the requisite number of district appointments. If
32 there is a vacancy and there is no district commissioner, then the full board appointment
33 policy shall apply to the appointment of district appointments.
34
35



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0462

Meeting Date: 7/12/2023

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

Request approval of a Resolution to exercise Fulton County's Home Rule Powers to amend Local Law 2019 Ga. L. 4181 to clarify the process for appointing members of the Fulton County Board of Registration and Elections (BRE); and for other purposes. **(Arrington)**

1 **A RESOLUTION TO EXERCISE FULTON COUNTY’S HOME RULE POWERS**
2 **TO AMEND LOCAL LAW 2019 Ga. L. 4181 TO CLARIFY THE PROCESS FOR**
3 **APPOINTING MEMBERS TO THE FULTON COUNTY BOARD OF**
4 **REGISTRATION AND ELECTIONS (BRE); AND FOR OTHER PURPOSES.**

5 **WHEREAS**, O.C.G.A. § 21-2-40 provides in pertinent part that the Georgia
6 General Assembly may by local act create a board of elections in any county of this state
7 and empower the board with the powers and duties of the election superintendent relating
8 to the conduct of primaries and elections, and such board shall consist of not fewer than
9 three members; and

10 **WHEREAS**, pursuant to O.C.G.A. § 21-2-40, the General Assembly enacted 1989
11 Ga. L. 4577, a local act (codified as Fulton County Code § 14-31 et seq.), which created
12 the Fulton County Board of Registration and Elections (“BRE”); and

13 **WHEREAS**, pursuant to Section 1 of 1989 Ga. L. 4577 and O.C.G.A. § 21-2-40,
14 the BRE “shall have the powers and duties of the election superintendent of Fulton
15 County relating to the conduct of elections and the powers and duties of the board of
16 registrars relating to the registration of voters and absentee balloting procedures;” and

17 **WHEREAS**, in 1989, the General Assembly enacted Section 2 of 1989 Ga. L.
18 4577, a local act governing the nomination and appointment of BRE members; and

19 **WHEREAS**, in 2013 and 2019 the General Assembly, enacted subsequent local
20 acts, to amend the process for nomination and appointment of BRE members; and

21 **WHEREAS**, 2019 Ga. L. 4181 is the current local act governing the process for
22 nomination and appointment of BRE members; and

23 **WHEREAS**, pursuant to 2019 Ga. L. 4181, two BRE members each, shall be
24 appointed by the Board of Commissioners from nominations made by the chairpersons
25 of the county executive committees of the two political parties whose candidates at the

1 last preceding regular general election held for the election of all members of the
2 General Assembly received the largest and second largest number of votes in this state
3 for members of the General Assembly; and

4 **WHEREAS**, also pursuant to 2019 Ga. L. 4181, all nominations for BRE
5 membership are subject to final appointment by the Board of Commissioners; and

6 **WHEREAS**, although 2019 Ga. L. 4181 does not expressly state that the Board
7 of Commissioners may reject nominations proffered by the above-mentioned
8 chairpersons, it is interpreted as such; and

9 **WHEREAS**, pursuant to the Constitution of the State of Georgia (Art. 9, § 2, ¶ 1(b)
10 (1)), the Board of Commissioners, incident to its Home Rule power, is authorized to
11 amend or repeal by resolution or ordinance, local acts applicable to its governing
12 authority, with certain exceptions not at issue herein; and

13 **WHEREAS**, the Board of Commissioners finds that it is in the best interest of its
14 citizens to exercise its Home Rule power to amend 2019 Ga. L. 4181, to clarify that the
15 Board of Commissioners is the only entity authorized to appoint or reject nominations
16 for appointments to the BRE.

17 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
18 amends 2019 Ga. L. 4181 as follows:

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

- 22
23 (1) Two members shall be appointed by the governing authority
24 of Fulton County from nominations made by the chairperson
25 of the county executive committee of the political party
26 whose candidates at the last preceding regular general
27 election held for the election of all members of the General

1 Assembly received the largest number of votes in this state
2 for members of the General Assembly;

3
4 (2) Two members shall be appointed by the governing authority
5 of Fulton County from nominations made by the chairperson
6 of the county executive committee of the political party
7 whose candidates at the election described in paragraph (1)
8 of this section received the second largest number of such
9 votes; and

10
11 (3) One member shall be appointed by the governing authority
12 of Fulton County, which member shall be designated
13 permanent chairperson of the board.

14
15 The governing authority of Fulton County may reject any nominee for
16 appointment to the board and the chairperson of the county executive
17 committee of the political party who nominated such rejected nominee
18 shall nominate another qualified person.

19
20 **BE IT FINALLY RESOLVED**, that this Resolution will take effect upon its adoption,
21 and that all resolutions, ordinances and parts of resolutions and ordinances in conflict
22 with this Resolution are hereby repealed to the extent of such conflict.

23 **SO RESOLVED**, this 12th day of July 2023 and this 2nd day of August 2023.

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25
26
27 **FULTON COUNTY BOARD**
28 **OF COMMISSIONERS**

29
30 **SPONSORED BY:**

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33 _____
34 Marvin S. Arrington Jr., Commissioner
35 District 5

36 **ATTEST:**

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39 _____
40 Tonya R. Grier, Clerk to the Commission
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APPROVED AS TO FORM:

Y. Soo Jo

County Attorney

[https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/Elections/Resolutions/7.12.23 Resolution Amending Appointment to the Board of Registration and Elections per 2019 Ga. L. 4181 and home rule.Arrington.docx](https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/Elections/Resolutions/7.12.23%20Resolution%20Amending%20Appointment%20to%20the%20Board%20of%20Registration%20and%20Elections%20per%202019%20Ga.%20L.%204181%20and%20home%20rule.Arrington.docx)

House Bill 656 (AS PASSED HOUSE AND SENATE)

By: Representatives Jackson of the 64th, Beasley-Teague of the 65th, Gardner of the 57th, Dreyer of the 59th, McLaurin of the 51st, and others

A BILL TO BE ENTITLED
AN ACT

1 To amend an Act to create a board of elections and registration for Fulton County, Georgia,
2 approved March 30, 1989 (Ga. L. 1989, p. 4577), as amended, so as to revise the manner of
3 appointment of the chairperson of the board; to provide for related matters; to repeal
4 conflicting laws; and for other purposes.

5 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

6 **SECTION 1.**

7 An Act to create a board of elections and registration for Fulton County, Georgia, approved
8 March 30, 1989 (Ga. L. 1989, p. 4577), is amended by revising Section 2 as follows:

9 "SECTION 2.

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

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

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

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

23 **SECTION 2.**

24 All laws and parts of laws in conflict with this Act are repealed.

H. B. 656

- 1 -



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0431

Meeting Date: 7/12/2023

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

Request approval of an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article II (County Governing Authority Division 1 (Generally), subsection 101-38(a) of the Fulton County Code of Resolutions relating to budgetary controls for members of the Board of Commissioners to provide for the inclusion of paid interns as a permissible use of Commissioners' budgets, and for other purposes. **(Hall) (MOTION TO APPROVE FAILED ON 6/21/23)**

1 **AN ORDINANCE TO AMEND CHAPTER 101 (GENERAL PROVISIONS AND COUNTY**
2 **GOVERNING AUTHORITY), ARTICLE II (COUNTY GOVERNING AUTHORITY),**
3 **DIVISION 1 (GENERALLY), SUBSECTION 101-38(a) OF THE FULTON COUNTY**
4 **CODE OF RESOLUTIONS RELATING TO BUDGETARY CONTROLS FOR MEMBERS**
5 **OF THE BOARD OF COMMISSIONERS TO PROVIDE FOR THE INCLUSION OF PAID**
6 **INTERNS AS A PERMISSIBLE USE OF COMMISSIONERS' BUDGETS; AND FOR**
7 **OTHER PURPOSES.**

8
9 **WHEREAS**, on February 17, 1988, the Fulton County Board of Commissioners
10 (“BOC”) adopted a resolution, known as the Joyner Resolution, “to establish uniform
11 standards of budgetary control, allocation, and accountability for all aspects of
12 Commissioner office operations and travel” in which each Commissioner was allowed to
13 appoint clerical staff with the assistance of the Clerk to the Commission (“the Budgetary
14 Controls for Commissioners Policy”); and

15 **WHEREAS**, on October 16, 2002 via Item No. 02-1172, the BOC repealed the
16 Joyner Resolution and adopted new budgetary controls for members of the BOC “to more
17 accurately reflect the level of resources required by members of the Board of
18 Commissioners” and to “establish certain budgetary controls for members of the Board
19 and the administration of their individual offices”; and

20 **WHEREAS**, the Budgetary Controls for Commissioners Policy, as adopted on
21 October 16, 2002, via Item No. 02-1172, allowed each Commissioner to hire a set number
22 of full-time staff; and

23 **WHEREAS**, on May 4, 2011, via Item No. 11-0368, the BOC amended the
24 Budgetary Controls for Commissioners Policy to allow each Commissioner to hire a
25 combination of a set amount of full-time and/or part-time staff; and

1 **WHEREAS**, the Budgetary Controls for Commissioners Policy is codified as an
2 ordinance in the Fulton County Code (“FCC”) § 101-38 (the “Budgetary Controls
3 Ordinance”); and

4 **WHEREAS**, the version of FCC § 101-38(a) that appears in Municode is not
5 updated with the BOC amendments from Agenda Item 02-1172 on October 16, 2002 and
6 Agenda Item 11-0368 on May 4, 2011; and

7 **WHEREAS**, FCC § 101-38(a) that appears in Municode, as amended, should
8 provide:

9 With respect to staffing, the Chair and each other Commissioner shall be
10 allowed to employ no more than 4 full-time staff members or no more than
11 3 full-time and 2 part-time staff members, who shall be hired in the
12 Commissioner’s sole discretion, and the salaries for such staff members
13 shall be established by the Department of Finance with input from the
14 Commissioner. However, a Commissioner’s decision to employ 3 full-time
15 and 2 part-time staff members shall not result in an increase in that
16 Commissioner’s current budget allocated for staff positions;

17 and

18 **WHEREAS**, the current Budgetary Controls Ordinance does not contemplate paid
19 interns; and

20 **WHEREAS**, providing paid internship opportunities with Commissioners will result
21 in a rich public sector experience opportunity for students that enhances their educational
22 training; and

23 **WHEREAS**, such internships must be aligned with Fulton County’s budgetary and
24 human resource standards and policies for interns; and

1 **WHEREAS**, such internships must not displace current employees, impair existing
2 employment relationships or be used to fill vacant positions; and

3 **WHEREAS**, the Board of Commissioners finds it to be in the best interest of the
4 public to amend FCC § 101-38(a) to add paid interns to the list of options for the
5 Commissioners payable from the Commissioners' current budgets.

6 **NOW, THEREFORE, BE IT ORDAINED**, that the Fulton County Board of
7 Commissioners hereby amends Section 101-38 of Chapter 101, Article II, Division 1,
8 Subsection 101-38(a) of the Fulton County Code of Resolutions, which when amended
9 shall read as follows:

10 Sec. 101-38. - Budgetary controls over expenses.

11 (a) With respect to staffing, the Chair and each other Commissioner shall be allowed
12 to employ no more than 4 full-time staff members or no more than 3 full-time and
13 2 part-time staff members, who shall be hired in the Commissioner's sole
14 discretion, and the salaries for such staff members shall be established by the
15 Department of Finance with input from the Commissioner. However, a
16 Commissioner's decision to employ 3 full-time and 2 part-time staff members shall
17 not result in an increase in that Commissioner's current budget allocated for staff
18 positions;

19
20 (1) The Chair and each other Commissioner shall also be allowed to pay up to
21 4 interns per office pursuant to applicable laws, policies and procedures
22 from funds in that Commissioner's current budget allocated for staff
23 positions. However, use of paid interns shall not result in an increase in
24 that Commissioner's current budget allocated for staff positions.

25 (2) Each Commissioner shall have sole discretion in the manner and process
26 for the selection of such paid intern(s) for his or her office; provided that,
27 retention of such interns must comply with other aspects of Fulton County's
28 human resource standards and policies for interns.

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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0463

Meeting Date: 7/12/2023

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

Request approval of an Ordinance to amend the General Provisions and County Governing Authority to create a new Section 101-76 of the Fulton County Code of Laws to define and provide a procedure for the Board of Commissioners to make District nominations to the various Bords, Commissions, Taskforces, Committees, Councils and Authorities affiliated with, or operating on behalf of Fulton County, Georgia; and for other purposes. **(Barrett)**

1 AN ORDINANCE TO AMEND CHAPTER 101 (GENERAL PROVISIONS AND COUNTY
2 GOVERNING AUTHORITY), ARTICLE 2 (COUNTY GOVERNING AUTHORITY),
3 DIVISION I (GENERALLY), TO CREATE A NEW SECTION 101-76 OF THE FULTON
4 COUNTY CODE OF LAWS TO DEFINE AND PROVIDE A PROCEDURE FOR THE
5 BOARD OF COMMISSIONERS TO MAKE DISTRICT NOMINATIONS TO THE
6 VARIOUS BOARDS, COMMISSIONS, TASKFORCES, COMMITTEES, COUNCILS
7 AND AUTHORITIES AFFILIATED WITH, OR OPERATING ON BEHALF OF FULTON
8 COUNTY, GEORGIA; AND FOR OTHER PURPOSES.

9
10 **WHEREAS**, the duly elected governing authority of Fulton County, Georgia is the
11 Fulton County Board of Commissioners; and

12 **WHEREAS**, the various boards, commissions, taskforces, committees, councils
13 and authorities operating on behalf of Fulton County play a vital role in supporting and
14 furthering the interests of Fulton County and its citizens; and

15 **WHEREAS**, the Board of Commissioners routinely nominates individuals or
16 commissioners to the various boards, commissions, taskforces, committees, councils,
17 and authorities operating within Fulton County as a *“District Appointment”*; and

18 **WHEREAS**, historically, where the establishing legislation states that each
19 member of the Board of Commissioners gets to make a nomination, it has been the
20 practice and custom of the Clerk to the Commission to designate each such nomination
21 as a *District Appointment*, with each commissioner getting to nominate one person
22 subject to confirmation by the full Board of Commissioners typically via placement on the
23 Consent Agenda; and

24 **WHEREAS**, the Board of Commissioners finds that the historical use of the phrase
25 *“District Appointment”* by the Clerk to the Commission on the published Agenda should
26 be more appropriately regarded as and renamed as *“District Nomination,”* wherein a
27 District Commissioner makes the recommendation, and the members of the full Board of
28 Commissioners votes on this nomination; and

1 **WHEREAS**, the Board of Commissioners desires to define and provide a
2 procedure for the *District Nominations* of individuals or commissioners to the various
3 boards, commissions, taskforces, committees, councils, and authorities operating within
4 Fulton County; and

5 **WHEREAS**, a *District Nomination*, after appointment, will serve at the pleasure of
6 the District commissioner; and

7 **WHEREAS**, the term of a *District Nomination*, after appointment, will end when the
8 District commissioner’s term ends, but the appointee may continue to serve until a
9 replacement is appointed; and

10 **WHEREAS**, the Board of Commissioners desires to include a process for removal
11 of a District Nomination, once appointed; and

12 **WHEREAS**, under section (a) its home rule powers (i.e., GA CONST Art. 9, § 2, ¶
13 l(a)), the Board of Commissioners has authority to adopt reasonable ordinances,
14 resolutions, or regulations relating to the County’s affairs for which no provision has been
15 made by general law and which are not inconsistent with the Constitution or any local law
16 applicable thereto.

17 **NOW, THEREFORE, BE IT ORDAINED**, that the Fulton County Board of
18 Commissioners hereby amends Chapter 101 (General Provisions and County Governing
19 Authority), Article 2 (County Governing Authority), Division I (Generally), to create a new
20 Section 101-76 of the Fulton County Code of Laws for the Board of Commissioners to
21 define and provide a procedure to make District Nominations to the various boards,
22 commissions, taskforces, committees, councils and authorities affiliated with, or operating

1 on behalf of Fulton County, Georgia, as reflected in Exhibit "A," attached hereto and
2 incorporated herein by reference.

3 **BE IT FURTHER ORDAINED**, that a *District Nomination* shall be defined as the
4 situation(s) in which the establishing legislation of a board, commission, taskforce,
5 committee, council, or authority provides each member of the Board of Commissioners
6 the responsibility to make a nomination to the relevant body, and in such cases, each
7 District commissioner shall have the opportunity to nominate an individual subject to the
8 full Board of Commissioners voting on the nomination.

9 **BE IT FURTHER ORDAINED**, that a District Nomination, after appointment by the
10 Board of Commissioners will serve at the pleasure of the District commissioner.

11 **BE IT FURTHER ORDAINED**, that the term of a District Nomination, after
12 appointment by the Board of Commissioners, will end when the nominating
13 commissioner's term ends, but the nominee may continue to serve until a replacement is
14 appointed.

15 **BE IT FURTHER ORDAINED**, upon a District commissioner terminating the term
16 of an appointee or such appointee's term ends for any reason, the Clerk to the
17 Commissioner shall send written notice to the appointee stating that his/her term has
18 ended, with the chair of the affected organization and the District commissioner being
19 copied on the notice.

20 **BE IT FURTHER ORDAINED**, that all nominations will be made in accordance
21 with applicable state law, county ordinance or resolution that created the organization,
22 and where there is a conflict with this Ordinance, the aforementioned authorities shall
23 control over this Ordinance; and

1
2 **EXHIBIT A**

3 **Sec. 101-76 – Procedure for district nominations by the board of commissioners of individuals or**
4 **commissioners to boards, commissions, taskforces, committees, councils and**
5 **authorities.**

6 The following procedure shall be used whenever it becomes necessary for the board of
7 commissioners to make a district nomination of an individual or a commissioner to a board, commission,
8 taskforce, committee, council and authority.
9

10 A. District nominations

- 11
12 (1) District nomination shall be defined as the situation(s) in which the establishing
13 legislation of a board, commission, taskforce, committee, council, or authority provides
14 each member of the board of commissioners with the responsibility to make a
15 nomination to the relevant body, and in such cases, each district commissioner shall
16 have the opportunity to nominate an individual subject to the full board of
17 commissioners voting on the nomination. These nominations may appear on the
18 consent agenda of committee of the whole work sessions and on the consent agenda
19 at a regular meeting.
20
21 (2) Where a total of 7 appointments are to be made with each commissioner getting to
22 make a nomination, they shall be considered district appointments and each
23 commissioner shall be entitled to nominate the requisite number of district
24 appointments. If there is a vacancy and there is no district commissioner at that time,
25 then the procedure for making a full board appointment found elsewhere in the Fulton
26 County code shall apply to the appointment.
27
28 (3) A district nomination once appointed, shall serve at the pleasure of the District
29 commissioner and may serve until the district commissioner's term ends. Unless
30 provided otherwise in any replacement by the District commissioner, the nominee may
31 continue to serve until a replacement is appointed. Upon a district commissioner
32 terminating the term of an appointee or such appointee's term ends for any reason, the
33 clerk to the commissioner shall send written notice to the appointee stating that his/her
34 term has ended, with the chair of the affected organization and the district
35 commissioner being copied on the notice.
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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0464

Meeting Date: 7/12/2023

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

Request approval of a Resolution authorizing the County Manager and the County Attorney to negotiate and present to the Board of Commissioners an Intergovernmental Agreement (IGA) between Fulton County, Georgia, the City of Atlanta, Georgia, and the Atlanta Board of Education to share in the costs related to an independent audit of the appraised value of certain commercial properties located within Fulton County, Georgia, and for other purposes. **(Barrett)**

1 **A RESOLUTION AUTHORIZING THE COUNTY MANAGER AND THE COUNTY**
2 **ATTORNEY TO NEGOTIATE AND PRESENT TO THE BOARD OF COMMISSIONERS**
3 **AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN FULTON COUNTY,**
4 **GEORGIA, THE CITY OF ATLANTA, GEORGIA, AND THE ATLANTA BOARD OF**
5 **EDUCATION TO SHARE IN THE COSTS RELATED TO AN INDEPENDENT AUDIT OF**
6 **THE APPRAISED VALUE OF CERTAIN COMMERCIAL PROPERTIES LOCATED**
7 **WITHIN FULTON COUNTY, GEORGIA; AND FOR OTHER PURPOSES.**

8 **WHEREAS**, Fulton County, Georgia is a political subdivision of the State of
9 Georgia; and

10 **WHEREAS**, the City of Atlanta is a municipal corporation chartered by the State
11 of Georgia; and

12 **WHEREAS**, the Atlanta Independent School System, is a political subdivision
13 of the State of Georgia under the management and control of the Atlanta Board of
14 Education; and

15 **WHEREAS**, the Fulton County Board of Commissioners, pursuant to state law
16 (O.C.G.A. § 48-5-290), and by resolution (93-RC-632), established the Fulton County
17 Board of Tax Assessors; and

18
19 **WHEREAS**, the Board of Tax Assessors was established for the purpose of filling
20 the duties and functions of tax assessors with respect to the assessment and fixing of the
21 value of all taxable property located within the boundaries of Fulton County, and the City
22 of Atlanta within Fulton County, for all state, county, city, school and other tax purposes,
23 including the giving of notices of assessments, as well as hearing appeals with respect to
24 such assessments; and

25
26 **WHEREAS**, the Board of Tax Assessors, pursuant to O.C.G.A. § 48-5-299, must
27 investigate diligently and inquire into the property owned in the county for the purpose of
28 ascertaining what real and personal property is subject to taxation in the county and to
29 require the proper return of the property for taxation; and

30 **WHEREAS**, as reported by the *Atlanta Journal-Constitution* on May 24, 2019 and
31 August 9, 2019, and the *Atlanta Magazine* on January 6, 2023, the results of an internal
32 county audit revealed that Fulton County, the City of Atlanta, and the Atlanta Public
33 School System are not able to collect tens of millions of dollars a year in potential revenue
34 due to the undervaluing of commercial properties across Fulton County; and

35 **WHEREAS**, Fulton County, the City of Atlanta, and the Atlanta Board of Education
36 recognize that the real estate market is resurging and thriving; and

37 **WHEREAS**, Fulton County, the City of Atlanta, and the Atlanta Board of Education
38 believe it is necessary to determine the cause of underassessed large commercial
39 properties within Fulton County; and

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ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

[https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/BOC/Resolutions/2023 Resolutions/Barrett/7.12.23.Resolution Authorizing Negotiation and Finalization of IGA with COA and Atlanta School Board - Commercial Properties Valuation.docx](https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/BOC/Resolutions/2023%20Resolutions/Barrett/7.12.23.Resolution%20Authorizing%20Negotiation%20and%20Finalization%20of%20IGA%20with%20COA%20and%20Atlanta%20School%20Board%20-%20Commercial%20Properties%20Valuation.docx)



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0465

Meeting Date: 7/12/2023

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

Request approval of a Resolution amending Resolution #22-0546 to authorize the donation of \$500,000.00 to the Atlanta Technical College Foundation, Inc. ("The ATC Foundation") instead of the Atlanta Technical College ("ATC") to reflect the donation to the foundation to support ATC's expansion of its commercial driver's license program (the "program") in Fulton County, Georgia, to enhance economic opportunities for the citizens of Fulton County, Georgia; directing the County Manager and County Attorney to negotiate a contract between Fulton County and the ATC Foundation regarding the use of said funds for the program; authorizing the Fulton County Finance Department to expend such funds after the County Manager identifies the source of said funding under the approved County budget; and for other purposes. **(Pitts)**

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, the Board of
31 Commissioners approved funding in an amount of Five Hundred Thousand Dollars and

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

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

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

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

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

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

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

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

26 **WHEREAS**, pursuant to FCC § 2-152, the County Manager has the duty “to
27 conduct, supervise and administer all county affairs, subject only to the general law, to

1 rules prescribed by the [Board of Commissioners], and subject to the right of the [Board
2 of Commissioners] to review, repeal or modify any action of the [County Manager] which
3 is contrary to the general law or such rules ...”; and

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

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

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

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

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

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

1 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
2 Georgia, this 21st day of June, 2023.

3 **FULTON COUNTY BOARD OF COMMISSIONERS**
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6 _____
7 Robert L. Pitts, Chairman
8 (At-Large)
9

10
11 **ATTEST:**
12
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14 _____
15 Tonya R. Grier, Clerk to the Commission
16

17 **APPROVED AS TO FORM:**
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19

20 _____
21 Y. Soo Jo, County Attorney

[https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/BOC/Resolutions/2023 Resolutions/Pitts/06.21.23 Resolution Authorizing Funding to ATC Foundation for Atl Tech CDL Program.docx](https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/BOC/Resolutions/2023%20Resolutions/Pitts/06.21.23%20Resolution%20Authorizing%20Funding%20to%20ATC%20Foundation%20for%20Atl%20Tech%20CDL%20Program.docx)

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.

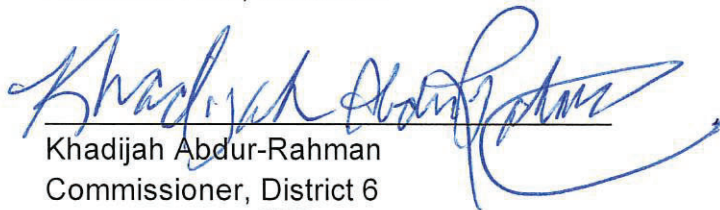
12 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
13 Georgia, this 3rd day of August, 2022.

14 **FULTON COUNTY BOARD OF COMMISSIONERS**

15 Sponsored by:

16
17
18 

19 _____
20 Robert L. Pitts, Chairman

21
22 
23 _____
24 Khadijah Abdur-Rahman
25 Commissioner, District 6

26 **ATTEST:**

27 
28 _____
29 Tonya R. Grier, Clerk to the Commission



30 **APPROVED AS TO FORM:**

31
32 
33 _____
34 Y. Soo Jo, County Attorney
35



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0466

Meeting Date: 7/12/2023

Department

Human Resources Management

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

Presentation of Fulton County's new Mental Health Resiliency Program.

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

Fulton County Policy.

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

Open and Responsible Government

Commission Districts Affected

All Districts

District 1

District 2

District 3

District 4

District 5

District 6

Is this a purchasing item?

No

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

Scope of Work: The Board of Commissioners has emphasized the importance of managing the mental health and well-being of the County's citizens through recent significant investments. Continuing with that charge, the Department of Human Resources Management (DHRM) has looked at specific aspects of our workforce's mental health and well-being based on reports from our health partners.

According to the County's Employee Assistance Program (EAP), more than 50% of all service requests were related to emotional and psychological issues. The most common services sought by our team members and their covered family members were for depression, anxiety and adjustment disorders. With this newfound understanding, we have developed the Mental Health Resiliency Course.

The Mental Health Resiliency Course aims to explore the strong connection between our overall well-being and the practice of self-care and resilience. It is crucial to emphasize the importance of protecting our mental well-being by focusing on activities that promote self-care and strengthen our ability to bounce back from challenges. To achieve this, the DHRM has partnered with Jennifer Lester, the CEO of The Purpose Project. Ms. Lester is a psychotherapist, life coach, motivational speaker and author. Her multidisciplinary behavioral healthcare practice offers mental health services, life coaching and career counseling. This program aims to inspire and equip employees with the tools necessary to develop unwavering strength when facing life's difficulties, while also training managers to respond effectively to mental health situations in a timely manner.

By implementing this program, Fulton County aims to cultivate a culture of well-being and psychological strength among executive leadership and frontline employees. They will receive the necessary strategies and tools to manage stress, build resilience and prioritize self-care. While this is the first program of its kind within Fulton County, we plan to collaborate with Behavioral Health, our medical providers, and other stakeholders to ensure we are taking all possible steps to promote our workforce's mental health and well-being.

Community Impact: There is no community impact.

Department Recommendation: Department recommends approval.

Project Implications: There are no project implications.

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

Department Issues/Concerns: There are no department issues or concerns.

Fiscal Impact / Funding Source

Funding Line 1:

100-215-2150-1317



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0467

Meeting Date: 7/12/2023

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

Discussion: Open and Transparent Government **(Thorne)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0468

Meeting Date: 7/12/2023

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

Discussion: Ordinance to Amend the Rules of Order and Procedure of the Fulton County Code of Ordinances to change the Recess Meeting on the third Wednesday of each month to a Committee of the Whole Work Session; to define the rules for the Committee of the Whole Work Session; to change the process for adding items to the Regular Agenda of the Regular Meetings; and for other purposes. **(Barrett)**

1 AN ORDINANCE TO AMEND CHAPTER 101 (GENERAL PROVISIONS AND
2 COUNTY GOVERNING AUTHORITY), ARTICLE 2 (COUNTY GOVERNING
3 AUTHORITY), DIVISION 2 (RULES OF ORDER AND PROCEDURE) TO CREATE A
4 NEW SECTION 101-61(1) AND TO AMEND SECTIONS 101-66(a) AND 101-66(b)(3)
5 OF THE FULTON COUNTY CODE OF ORDINANCES TO CHANGE THE RECESS
6 MEETING ON THE THIRD WEDNESDAY OF EACH MONTH TO A COMMITTEE OF
7 THE WHOLE WORK SESSION; TO AMEND CHAPTER 101 (GENERAL
8 PROVISIONS GOVERNING AUTHORITY), ARTICLE 1 (GENERALLY), SECTION
9 101-42 TO REMOVE PROVISIONS ALLOWING PROCLAMATIONS DURING
10 COMMITTEE OF THE WHOLE WORK SESSION MEETINGS; AND FOR OTHER
11 PURPOSES.
12

13 **WHEREAS**, the duly elected governing authority of Fulton County, Georgia (the
14 “County”) is the Fulton County Board of Commissioners (the “Board of
15 Commissioners”), comprised of a Chairman and six individual Commissioners, who are
16 selected by a majority of the qualified electors voting in the respective County districts in
17 which they reside; and

18 **WHEREAS**, Georgia law tasks the Board of Commissioners with significant
19 decision-making duties in administering, at the County level, crucial public government
20 policies and services; and

21 **WHEREAS**, the County and the general public are best served when the Board
22 of Commissioners’ members, individually, are free to share their varying opinions about
23 local government policies, programs and services in their public meetings and,
24 collectively, are able to make decisions concerning the administration of the County’s
25 policies, programs and services; and

26 **WHEREAS**, the Board of Commissioners recognizes that its procedures for the
27 consideration of presented measures should afford as thorough and deliberative
28 contemplation as practicable in advance of adoption or approval by the Board of
29 Commissioners; and

30 **WHEREAS**, pursuant to the County’s home rule powers found in the Constitution
31 of the State of Georgia, Article 9, Sec. 2 ¶ 1(a), the Board of Commissioners is
32 authorized to adopt reasonable ordinances, resolutions, or regulations relating to the
33 County’s affairs for which no provision has been made by general law and which is not
34 inconsistent with the Constitution or any local law applicable thereto; and

35 **WHEREAS**, in the lawful exercise of said home rule powers and in conformity
36 with the provisions of the Open Meetings Act, O.C.G.A. § 50-14-1 *et seq.*, the Board of
37 Commissioners enacted certain provisions of its Rules of Order and Procedure (the
38 “Procedural Rules”) at its Regular Meeting on January 19, 1994, via Agenda Item 93-
39 RC-701, and which have been codified in Chapter 101 (General Provisions and County
40 Governing Authority), Article II (County Governing Authority), Division 1 (Generally) and
41 Division 2 (Rules of Order and Procedure) of the Fulton County Code of Laws (“Code”)
42 as Section 101-36, *et seq.* and Section 101-61 *et seq.*, respectively, and have been
43 amended multiple times thereafter; and

44 **WHEREAS**, Section 101-41 of the Code directs the Board of Commissioners to
45 “act as a committee of the whole, with all seven members holding frequent conferences
46 with those connected with the various phases of the county government and the public;”
47 and

48 **WHEREAS**, Procedural Rule 1 (codified as Section 101-61 in the Code) provides
49 that meetings of the Board of Commissioners are to be held at 10:00 a.m. on the first
50 and third Wednesday of each month; and

51 **WHEREAS**, Procedural Rule 6 (codified as Section 101-66(a) in the Code)
52 requires the Board of Commissioners to hold a *regular* meeting the first Wednesday of
53 every month and a *recess* meeting the third Wednesday of every month; and

54 **WHEREAS**, Procedural Rule 6(4) (codified as Section 101-42 in the Code) also
55 authorizes the presentation of proclamations during the recess meeting; and

56 **WHEREAS**, the Board of Commissioners desires to amend Procedural Rules 1
57 and 6 (as well as Section 101-66 of the Code) to eliminate the monthly recess meeting
58 requirement mandated therein and to include a requirement that, on the third
59 Wednesday of each month, the Board of Commissioners must hold a meeting of the
60 “Committee of the Whole Work Session”; and

61 **WHEREAS**, the Board of Commissioners further intends for a “Committee of the
62 Whole Work Session” meeting to serve primarily as a work session of the Board of
63 Commissioners;

64 **WHEREAS**, to that end, the Board of Commissioners desires to amend
65 Procedural Rule 6 (codified as Section 101-66(a) in the Code) and Procedural Rule 6(4)
66 (codified in Section 101-42 in the Code) to allow a formal, final vote in such work
67 sessions only on Agenda Items presented on the Consent Agenda and to eliminate the
68 ability to present proclamations during such Committee of the Whole Sessions; and

69 **WHEREAS**, the Board of Commissioners desires to amend Code Section 101-61
70 to remove the requirement to hold regular scheduled work sessions on the second
71 Wednesday of each month at 2:00 p.m. or immediately following the Board of
72 Commissioners’ scheduled meeting and replace same with the Committee of the Whole
73 Work Session meeting to be held in place of the monthly recess meetings; and

74 **WHEREAS**, it is the desire of the Board of Commissioners that no Agenda Item
75 can appear on either the Consent Agenda of a Committee of the Whole Work Session
76 or on the Consent Agenda or Regular Agenda at a Regular Meeting without first
77 appearing as an Agenda Item at a Committee of the Whole Work Session, except in
78 cases of an emergency as defined in the Codes; and

79 **WHEREAS**, it is also the desire of the Board of Commissioners, that all
80 necessary documents supporting an Agenda Item must be submitted by the Agenda
81 preparation deadline in order for the Agenda Item to appear on the Agenda either for
82 discussion or action, except in cases of emergencies as defined in the Codes.

83 **NOW, THEREFORE, BE IT ORDAINED**, that the Fulton County Board of
84 Commissioners hereby amends Rules 1 and 6 of its Rules of Order and Procedure (as
85 well as Sections 101-42, 101-61, and 101-66 (a) and (b)(3) of the Fulton County Code
86 of Laws), as follows:

87 **One.** The current language of Section 101-42 of the Fulton County Code of
88 Laws (as well as the corresponding identical language found in Rule 6(4) of the Rules of
89 Order and Procedure) is hereby deleted in its entirety, and is replaced with the following
90 text so that said provision shall read in full as follows:

91 “Presentation of proclamations.
92 All proclamations shall be presented at the first meeting of the Board of
93 Commissioners on the first Wednesday of each month.”

94 **Two.** The current language of Section 101-61 of the Fulton County Code of
95 Laws (as well as the corresponding identical language found in Rule 1 of the Rules of
96 Order and Procedure) is hereby amended so that said provision shall read in full as
97 follows:
98 follows:

99 Sec. 101-61. Meeting times and places.

100
101 All meetings of the Fulton County Board of Commissioners shall be held in
102 the Assembly Hall of the Fulton County Government Center, 141 Pryor
103 Street, S.W., Atlanta, Georgia 30303. In accordance with state law, the
104 first meeting of the month shall be held without exception. In the event that
105 there is no quorum present at the scheduled starting time for that meeting,
106 the chair shall wait 30 minutes to see whether a quorum will be present. If
107 a quorum is not obtained after this waiting period, the chair shall adjourn
108 the meeting and readvertise it in accordance with state law. Meetings are
109 held at 10:00 a.m. on the first and third Wednesday of each month unless
110 special circumstances dictate a different meeting date, time, or place. In
111 the event that special circumstances dictate a different meeting date, time,
112 or place, the public shall be duly notified in accordance with O.C.G.A. tit.
113 50, ch. 14 (O.C.G.A. § 50-14-1 et seq.), the Georgia Open Meetings Law.
114 ~~The board holds regularly scheduled work sessions on the second~~
115 ~~Wednesday of each month at 2:00 p.m. or immediately following the~~
116 ~~board's scheduled meeting.~~

117
118 (93-RC-701, Rule 1, 1-19-94)

119
120 **Three.** New Section 101-61.1 shall be inserted and added to Rule 6 under the
121 heading Committee of the Whole Work Session meeting as follows:

122 The Fulton County Board of Commissioners holds a Committee of the
123 Whole Work Session meeting at 10:00 a.m. on the third Wednesday of
124 every month. This meeting shall be a work session, during which there
125 shall be no proclamations. Voting shall be limited to the Consent Agenda
126 and emergency items, where "emergency" is defined as a sudden,
127 generally unexpected occurrence or set of circumstances demanding
128 immediate action. Items that are removed from the Consent Agenda
129 during a Committee of the Whole Work Session meeting shall be moved
130 to the regular portion of the Committee of the Whole Work Session for
131 discussion and after discussion shall be placed on the next Regular
132 Meeting Agenda for a vote. A determination of whether an item is an
133 emergency shall require a supermajority vote of the Board of
134 Commissioners.

135
136 **Four.** The current language of Section 101-66(a) of the Fulton County Code of
137 Laws (as well as the corresponding identical language found in Rule 6 of the Rules of
138 Order and Procedure) is hereby deleted in its entirety, and is replaced with the following
139 text so that said provision shall read in full as follows:

140 The Fulton County Board of Commissioners holds a Regular Meeting (first
141 Wednesday of the month) and a Committee of the Whole Work Session
142 meeting (third Wednesday of the month). The agenda is prepared by the
143 Clerk's Office in concert with the County Manager's Office, provided,
144 however, that the recommendations of the Tax Commissioner for Board
145 action relating to the granting, denial or revocation of alcoholic beverage
146 licenses shall be placed on the agenda upon request by the Tax
147 Commissioner (Item #00-1315, 10/18/00 - Amendment #6). The deadline
148 for submitting items for regularly scheduled Board of Commissioners'
149 Meetings to the Clerk's Office for inclusion on the next agenda is 10:00
150 a.m. on the Friday before the meeting. All necessary documents
151 supporting an Agenda Item must be submitted by the agenda preparation
152 deadline in order for the Agenda Item to appear on the agenda either for
153 discussion or action, except in cases of emergencies as defined in these
154 Codes. No Agenda Item can appear on the Regular Agenda at a Regular
155 Meeting without first appearing as a Regular Agenda Item at a Committee
156 of the Whole Work Session, except in cases of an emergency as defined
157 in these Codes. A final copy of the agenda is distributed to the
158 Commissioners, County Attorney, County Manager, and appropriate staff
159 by 2:00 p.m. on the Friday preceding the scheduled meeting of the Board.
160 Copies are also made available to the public at that time. A post agenda is
161 provided after the meeting. The post agenda is a precursor to the final
162 minutes and reflects actions taken by the Board at a particular meeting.
163 Post agendas are distributed by the Clerk's Office within 48 hours of a
164 meeting. During every meeting of the Commissioners, there shall be a ten-
165 minute break every two hours for the duration of the open session of such
166 meeting.

167
168 **Five.** The current language of the first part of Section 101-66(b)(3) by shall be
169 deleted in its entirety, and replaced with the following text so that, when amended, Rule
170 6 Public Comment of the Rules of Order and Procedure (as well as Section 101-
171 66(b)(3) of the Fulton County Code of Ordinances) shall read as follows:

172 During the public comment portion of a Regular Meeting, citizens may
173 voice county related requests, concerns, opinions, etc. At the regular
174 meeting, speakers will be heard prior to the zoning portion of the agenda
175 but at the position reflected on the published agenda as prepared by the
176 Clerk to the Commission; if applicable, at the Committee of the Whole
177 Work Session meeting, prior to the County Manager's unfinished
178 business, but at the position reflected on the published agenda as
179 prepared by the Clerk to the Commission. Before speaking, each speaker
180 presenting in person must fill out a speaker card, located at the assembly
181 hall entrance and podium. All speaker cards must be submitted to the

182 clerk's staff, prior to the commencement of public comment, who will
183 accept them on a first-come, first served basis. The meeting will be aired
184 live on all official Fulton County Government media platforms as
185 designated by the Fulton County Department of External Affairs. Speakers
186 wishing to submit public comment to the board in writing can do so by
187 submitting their comments in all forms deemed allowable by the Fulton
188 County Department of External Affairs. To be read into the record, written
189 comments must be received by 5:00 p.m. on the Tuesday, immediately
190 prior to the meeting in the form outlined. All virtual public comments and
191 requests to speak in person must be submitted before the clerk sounds
192 the start of the meeting.

193
194 **BE IF FURTHER ORDAINED**, that the changes in this Ordinance are reflected in
195 Exhibit A, attached hereto and incorporated by reference.

196 **BE IT FINALLY ORDAINED** that this Ordinance shall become effective when
197 passed and adopted, and that all ordinances and resolutions and parts of ordinances
198 and resolutions in conflict with this Ordinance are hereby repealed to the extent of the
199 conflict.

200 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
201 Georgia this 12th day of July 2023.

202 **FULTON COUNTY BOARD OF**
203 **COMMISSIONERS**

204
205 **SPONSORED BY:**

206
207
208
209
210 _____
211 Dana Barrett, Commissioner (District 3)

212
213
214 **ATTEST:**

215
216
217 _____
218 Tonya R. Grier, Clerk to the Commission
219

220
221
222
223
224
225
226
227

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

EXHIBIT A

Sec. 101-42. Presentation of proclamations.

~~All proclamations shall be presented at the first meeting of the board of commissioners which takes place on the first Wednesday of each month. Proclamations will be presented at the recess meeting commencing with the first recess meeting of the board of commissioners in May 1995, beginning promptly with presentations not to exceed 10:30 a.m.~~

All proclamations shall only be presented at the first meeting of the Board of Commissioners on the first Wednesday of each month."

95-0623, 5-17-95)

Sec. 101-61. Meeting times and places.

All meetings of the Fulton County Board of Commissioners shall be held in the Assembly Hall of the Fulton County Government Center, 141 Pryor Street, S.W., Atlanta, Georgia 30303. In accordance with state law, the first meeting of the month shall be held without exception. In the event that there is no quorum present at the scheduled starting time for that meeting, the chair shall wait 30 minutes to see whether a quorum will be present. If a quorum is not obtained after this waiting period, the chair shall adjourn the meeting and readvertise it in accordance with state law. Meetings are held at 10:00 a.m. on the first and third Wednesday of each month unless special circumstances dictate a different meeting date, time, or place. In the event that special circumstances dictate a different meeting date, time, or place, the public shall be duly notified in accordance with O.C.G.A. tit. 50, ch. 14 (O.C.G.A. § 50-14-1 et seq.), the Georgia Open Meetings Law. ~~The board holds regularly scheduled work sessions on the second Wednesday of each month at 2:00 p.m. or immediately following the board's scheduled meeting.~~

(93-RC-701, Rule 1, 1-19-94)

Sec. 101-66.1 Committee of the whole work session meeting.

The Fulton County board of commissioners holds a committee of the whole work session meeting at 10:00 a.m. on the third Wednesday of every month. This meeting shall be a work session, during which there shall be no proclamations. Voting shall be limited to the consent agenda and emergency items, where "emergency" is defined as a sudden, generally unexpected occurrence or set of circumstances demanding immediate action. Items that are removed from the consent agenda during a committee of the whole work session meeting shall be moved to the regular portion of the committee of the whole work session for discussion and after discussion shall be placed on the next regular meeting agenda for a vote. A determination of whether an item is an emergency shall require a supermajority vote of the board of commissioners.

Sec. 101-66. Agenda, preparation of; public comment.

- (a) ~~The Fulton County Board of Commissioners holds a regular meeting (first Wednesday of the month) and a recess meeting (third Wednesday of the month). The agenda is prepared by the clerk's office in concert with the county manager's office. The deadline for submitting items for regularly scheduled~~

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(Supp. No. 51, Update 1)

board of commissioners' meetings to the clerk's office for inclusion on the next agenda is 10:00 a.m. on Friday prior to the meeting. A final copy of the agenda is distributed to the commissioners, county attorney, county manager and appropriate staff by 2:00 p.m. on the Friday preceding the scheduled meeting of the board. Copies are also made available to the public at that time. A post agenda is provided after the meeting. The post agenda is a precursor to the final minutes and reflects actions taken by the board at a particular meeting. Post agendas/preliminary minutes are distributed by the clerk's office within 48 hours of a meeting.

- (a) **The Fulton County board of commissioners holds a regular meeting (first Wednesday of the month) and a committee of the whole work session meeting (third Wednesday of the month). The agenda is prepared by the clerk's office in concert with the county manager's office, provided, however, that the recommendations of the tax commissioner for board action relating to the granting, denial or revocation of alcoholic beverage licenses shall be placed on the agenda upon request by the tax commissioner (Item #00-1315, 10/18/00 - Amendment #6). The deadline for submitting items for regularly scheduled board of commissioners' meetings to the clerk's office for inclusion on the next agenda is 10:00 a.m. on the Friday before the meeting. All necessary documents supporting an agenda item must be submitted by the agenda preparation deadline in order for the agenda item to appear on the agenda either for discussion or action, except in cases of emergencies as defined in these codes. No agenda item can appear on the regular agenda at a regular meeting without first appearing as a regular agenda item at a committee of the whole work session, except in cases of an emergency as defined in these codes. A final copy of the agenda is distributed to the commissioners, county attorney, county manager, and appropriate staff by 2:00 p.m. on the Friday preceding the scheduled meeting of the board. Copies are also made available to the public at that time. A post agenda is provided after the meeting. The post agenda is a precursor to the final minutes and reflects actions taken by the board at a particular meeting. Post agendas are distributed by the Clerk's Office within 48 hours of a meeting. During every meeting of the commissioners, there shall be a ten-minute break every two hours for the duration of the open session of such meeting.**

(b) The agenda preparation procedure is as follows:

- (1) Any commissioner wishing to place an item on the agenda may do so and should submit a memorandum to the clerk stating the item to be placed on the agenda. Any supporting documents germane to the item should also be submitted.
- (2) Adding of items to the agenda during the meeting is disfavored. Where there is a showing of an emergency or extraordinary circumstances exist, an item may be added to the agenda when it is separately voted on and is adopted during the meeting by a supermajority of the board of commissioners. A motion shall be properly made and must carry to add each item to the agenda on the day of the meeting. That item shall appear on the post agenda under the "added during the meeting" heading.
- ~~(3) During the public comment portion of a board meeting, citizens may voice county related requests, concerns, opinions, etc. At the regular meeting, speakers will be heard prior to the zoning portion of the agenda; if applicable, at the recess meeting, prior to the county manager's unfinished business. Before speaking, each speaker presenting in person must fill out a speaker card, located at the assembly hall entrance and podium. All speaker cards must be submitted to the clerk's staff, prior to the commencement of public comment, who will accept them on a first come, first served basis. The meeting will be aired live on all official Fulton County Government media platforms as designated by the Fulton County Department of External Affairs. Speakers wishing to submit public comment to the board in writing can do so by submitting their comments in all forms deemed allowable by the Fulton~~

County Department of External Affairs. To be read into the record, written comments must be received by 5:00 p.m. on the Tuesday, immediately prior to the meeting in the form outlined. All virtual public comments and requests to speak in person must be submitted before the clerk sounds the start of the meeting.

(3) During the public comment portion of a regular meeting, citizens may voice county related requests, concerns, opinions, etc. At the regular meeting, speakers will be heard prior to the zoning portion of the agenda but at the position reflected on the published agenda as prepared by the clerk to the commission; if applicable, at the committee of the whole work session meeting, prior to the county manager's unfinished business, but at the position reflected on the published agenda as prepared by the clerk to the commission. Before speaking, each speaker presenting in person must fill out a speaker card, located at the assembly hall entrance and podium. All speaker cards must be submitted to the clerk's staff, prior to the commencement of public comment, who will accept them on a first-come, first served basis. The meeting will be aired live on all official Fulton County government media platforms as designated by the Fulton County department of external affairs. Speakers wishing to submit public comment to the board in writing can do so by submitting their comments in all forms deemed allowable by the Fulton County department of external affairs. To be read into the record, written comments must be received by 5:00 p.m. on the Tuesday, immediately prior to the meeting in the form outlined. All virtual public comments and requests to speak in person must be submitted before the clerk sounds the start of the meeting.

- a. Speakers who cannot be present at assembly hall may speak live or via videoconference (ex. Zoom). Speakers can also speak live from other county facilities made available, such as the North Fulton Service Center or the South Fulton Service Center.
- b. Comments via e-mail shall be provided electronically to the BOC and their staff before the meeting begins and all comments shall be included as part of the minutes of the board of commissioners meeting.
- c. Comments via e-mail that are the same in nature or pertain to the same BOC agenda item number shall be categorized by county staff ahead of the meeting. To expedite time, for e-mailed public comments that are the same in nature or pertain to the same BOC agenda item number or subject matter/topic, the clerk or other assigned staff shall read the agenda item number and/or topic, and then read the list of public commenters' names and locations (if given) that are in support of the item; then read the list of public commenters' names and locations (if given) who oppose the agenda item or topic. This rule shall apply to all forms of pre-written/pre-recorded public comment.
- d. Public comment will occur prior to the business portion of the BOC meeting and will be strictly limited to 30 minutes. In-person comments will be made first, followed by written/mailed comments. Regardless of the form of the public comment (spoken/written) the time limit will be two minutes, and no time shall be yielded to other speakers. 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.

-
- e. In the event the 30-minute time limit is reached prior to public comments being completed, public comment will be suspended and the business portion of the BOC meeting will commence. Public comment will resume at the end of the meeting. Similarly, written comments (that were timely submitted) not previously read, may be read at the end of the meeting.
 - f. Speaker cards will provide three options for those individuals who want to speak that were not able to comment during the initial 30-minute public comment time limit:
 - 1. Speak at the end of the meeting;
 - 2. Be placed at the front of the line for public comment at the next meeting; or
 - 3. Provide written comment that will be read at the end of the BOC meeting.
 - g. In the event that none of these three options are selected, the individual will forfeit their right to public comment for that day.

NOTE: If the subject matter involves an issue to be resolved, the citizen should first contact the county manager's office, which will ensure that the relevant department heads and other individuals are contacted to rectify the matter. If the issue cannot be resolved through the county manager's efforts, the citizen may then contact a commissioner so that the matter can be placed on a board meeting agenda. The commissioner should then inform the clerk by memorandum stating the subject to be discussed and the citizen who will speak.

The address and phone number of the citizen should be conveyed. Any supporting material germane to the issue should also be submitted.

- (4) Whenever any agenda item, via resolution, seeks board approval of a written agreement, a copy of the written agreement shall be attached to the agenda item or resolution and shall be distributed by the clerk as with other agenda items. Upon approval of the item, the clerk shall include a copy of the written agreement in the official minutes of the board meeting at which such approval occurred.
- (c) Once the agenda has been approved in the meeting, it takes four affirmative votes to remove county manager items. If the county manager decides to remove an item from the agenda, he/she should suggest removal from the agenda by submitting a request in writing to the clerk who will announce it during the adoption of the agenda. Four votes are required for approval. The county manager should be prepared to state his/her reason for removal. Commissioners can remove their items at any time and this action does not require board approval. The board enacted a "Three Meeting Held Rule" that gives the clerk the authority to remove commissioners' items that have been on the agenda for three meetings. The clerk shall further have authority to remove commissioners' items that have previously been determined by the board of commissioners to be matters reserved for discussion in executive session.

(93-RC-701, Rule 6, 1-5-94; Res. No. 08-0255, 3-5-08; Ord. No. 19-0446, 6-19-19; Ord. No. 21-0578, 8-4-21; Res. No. 22-0330, 5-4-22; Ord. No. 22-0496, Att. A, 8-3-22)