

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

October 15, 2025

10:00 AM



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



A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

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

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

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

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

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

CONSENT AGENDA**25-0758 Board of Commissioners**

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

25-0759 Board of Commissioners

Proclamations for Spreading on the Minutes

Proclamation recognizing "Childhood Cancer Awareness Month." **(Pitts)**
September

Proclamation recognizing "Atlanta Fashion Week." **(Ivory)**
October 2-5, 2025

Proclamation recognizing "Rev. Raphael G. Warnock Appreciation Day." **(Ivory)**
October 4, 2025

Proclamation recognizing "DeQuantes Devontay Lamar Remembrance Day."
(Arrington)
October 4, 2025

Proclamation recognizing "South Fulton National Night Out." **(Arrington)**
October 7, 2025

Proclamation recognizing "American Black Film Festival Appreciation Day."
(Arrington)
October 9, 2025

Proclamation recognizing "Tyrone Spears Appreciation Day." **(Pitts)**
October 11, 2025

Proclamation recognizing "Blind Equality Achievement Day." **(Barrett)**
October 11, 2025

Proclamation recognizing "Pastor Frederick Caldwell Appreciation Day."
(Abdur-Rahman)
October 12, 2025

Proclamation recognizing "Richard Johnson Appreciation Day." **(Pitts)**
October 15, 2025

Proclamation recognizing "Ameris Bank Amphitheatre Appreciation Day." **(Ellis)**
October 15, 2025

Proclamation recognizing "Keep Roswell Beautiful Appreciation Day." **(Thorne)**
October 15, 2025

Proclamation recognizing "Blue Heron Nature Preserve Appreciation Day."
(Barrett)
October 15, 2025

Proclamation recognizing "Mothers and Others for Clean Air Appreciation Day."
(Ivory)
October 15, 2025

Proclamation recognizing "Kendall Rae's Green Heart Appreciation Day."
(Arrington)
October 15, 2025

Proclamation recognizing "The Atlanta Voice Newspaper Appreciation Day."
(Arrington)
October 15, 2025

Proclamation recognizing "Cherry Street Energy Appreciation Day."
(Abdur-Rahman)
October 15, 2025

25-0760 **Board of Commissioners**

Request approval of the proposed 2026 Fulton County Board of Commissioners' Meeting Calendar.

Open & Responsible Government

25-0761 **Real Estate and Asset Management**

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 23ITB138782C-JNJ, Glass and Plexiglas Repair and Replacement in the total amount not to exceed \$105,000.00 with (A) Brad Construction Company II, LLC (Fayetteville, GA) in the amount not to exceed \$30,000.00; and (B) P & E Mirror and Glass, LLC (Atlanta, GA) in the amount not to exceed \$75,000.00, to provide glass and Plexiglas repair and replacement on an "as needed" basis for Fulton County facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026 through December 31, 2026.

25-0762 **Finance**

Ratification of September 2025 Grants Activity Report.

Health and Human Services**25-0763 Community Development**

Request approval of a Substantial Amendment to the HUD HOME-ARP Allocation Plan. This plan describes how the County intends to allocate \$2,432,222.00 in HOME-ARP funds, authorized by the HOME-American Rescue Plan Program. The proposed amendment reallocates funds to support financial assistance, short-and medium-term rental assistance (Supportive Services) for low to moderate income individuals and families. The funds are 100% grant funded.

25-0764 Community Development

Request approval to enter into a Memorandum of Agreement ("MOA") between Fulton County, as the Fulton County Continuum of Care ("CoC") Collaborative Applicant, and the Georgia Department of Community Affairs (DCA), on behalf of the Georgia Housing and Finance Authority ("GHFA"), to implement the Homeless Management Information System (HMIS). The term is from December 1, 2025, through November 30, 2026. This item is 100% grant funded in the amount of \$77,019.00 (HMIS grant through the DCA).

25-0765 Community Development

Request approval of the Community Agreement (Attachment "A") between Fulton County, Georgia, acting through its Department of Community Development, and The Barack Obama Foundation, on behalf of its My Brother's Keeper Alliance. The Agreement outlines the purpose, expectations, and parameters of the County's participation with the Foundation's My Brother's Keeper Alliance's Leadership Network. The agreement does not require funding from the county.

Infrastructure and Economic Development**25-0766 Public Works**

Request approval to renew an existing contract - Department of Public Works, 22RFP148596K-BKJ, Airport Planning and Environmental Consulting in the amount not to exceed \$150,000.00 with Michael Baker International, Inc. (Norcross, GA) to provide planning services for updating, modifying and implementing the Capital Improvement Program at the Fulton County Executive Airport - Charlie Brown Field. This action exercises the third of three renewal options. No renewal options remain. Effective dates: January 1, 2026, through December 31, 2026.

Justice and Safety**25-0767 Superior Court Administration**

Request approval of a Memorandum of Agreement with Goodwill of North Georgia ("GNG") effective October 1, 2025, through September 30, 2026, for the purposes of providing job readiness and skills training and employment as part of the Peer and Care Expansion project (PeaCE) Project. The agreement is subject to grant funding and guidelines outlined in the grant award approved by the Bureau of Justice Assistance ("BJA") FY24 Adult Treatment Court Programs #15PBJA-24-GG-03884-DGCT, attached hereto as Exhibit A in an amount not to exceed \$47,089.00. This effectuates year two (2) of three (3) one-year renewal options pending grant funding.

SECOND REGULAR MEETING AGENDA**25-0768 Board of Commissioners**

Adoption of the Second Regular Meeting Agenda.

25-0769 Clerk to the Commission

Ratification of Minutes.

Second Regular Meeting Minutes, September 17, 2025

First Regular Meeting Post Agenda Minutes, October 1, 2025

25-0770 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "Fulton County Citizens Commission on the Environment Awardee Appreciation Day." **(BOC)**

Proclamation recognizing "Roswell, Inc. Appreciation Day."
(Thorne/Pitts/Ellis/Barrett/Ivory/ Abdur-Rahman)

Proclamation recognizing "DeafBlind Access and Opportunity Week."
(Arrington/Ivory)

Proclamation recognizing "Clean Water Week."
(Abdur-Rahman/Pitts/Ellis/Thorne/Barrett/Ivory)

PUBLIC HEARINGS**25-0771 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 Zoom or other electronic media (i.e., phone call). Non-Fulton County citizens will only be heard after all in-person Fulton County citizens, representatives of business and organizations located within Fulton County, including their employees, have been heard and the time allotted for public comment has not expired, except as otherwise provided in this code section. County staff shall verify the residency of each public speaker prior to such person being heard by the board. Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed sixty (60) minutes at the First Regular Meeting, nor will this portion exceed sixty (60) minutes at the Second Regular Meeting. In the event the 60-minute time limit is reached prior to public comments being completed, public comment will be suspended and the business portion of the BOC meeting will commence. Public comment will resume at the end of the meeting. For more information or to arrange a speaking date, contact the Clerk's Office.

COUNTY MANAGER'S RENEWAL ITEMS**Open & Responsible Government****25-0772 Real Estate and Asset Management**

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 24RFP103124C-MH, General Landscaping and Lawncare Services for Countywide Facilities in the total amount not to exceed \$2,105,000.00 with (A) ReIMAGE General Contractors, LLC (Atlanta, GA), to provide on-site landscape/ground maintenance and lawn care services for all County-owned sites (A - North Fulton Sites and B - South Fulton Sites) to include Fulton County Executive Airport - Charlie Brown Field. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026 through December 31, 2026.

25-0773 Real Estate and Asset Management

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 23ITB138801C-GS, Janitorial Services for Selected Fulton County Facilities (Groups C, D & G) in an amount not to exceed \$907,928.00 with (A) American Facility Services, Inc. (Alpharetta, GA), to provide janitorial services for selected Fulton County facilities for Groups C (Central Libraries) and D (North Fulton Libraries) for Fulton County. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026 through December 31, 2026.

Health and Human Services**25-0774 Public Works**

Request approval to renew existing contracts - Department of Public Works, 24ITB091324K-CRB, Standby Miscellaneous Construction Wastewater System Services in a total amount not to exceed \$14,000,000.00 with (A) Site Engineering, Inc. (Atlanta, GA) in an amount not to exceed \$3,400,000.00; (B) Wade Coots Company, Inc. (Austell, GA) in an amount not to exceed \$3,600,000.00; (C) Sol Construction, LLC (Atlanta, GA) in an amount not to exceed \$3,800,000.00; and, (D) Kemi Construction Company, Inc. (College Park, GA) in an amount not to exceed \$3,200,000.00 to provide standby miscellaneous construction wastewater system services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026, through December 31, 2026.

25-0775 Public Works

Request approval to renew an existing contract - Department of Public Works, 23ITB458876A-KM, Small Water Meter Installation in an amount not to exceed \$300,000.00 with Jewel of the South, Inc. (Conyers, GA), to provide small water meter installation services. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026, through December 31, 2026.

Infrastructure and Economic Development**25-0776 Public Works**

Request approval to renew an existing contract - Department of Public Works, 22RFP134460K-JAJ, Professional Services for Airport Consulting and Engineering Services Design/Engineering/Construction an amount not to exceed \$1,015,000.00 with Michael Baker International to provide design, engineering and construction inspection services for updating, modifying and implementing the Capital Improvement Plan at Fulton County Executive Airport - Charlie Brown Field. This action exercises the third of four renewal options. One renewal option remains. Effective dates: January 1, 2026, through December 31, 2026.

Justice and Safety**25-0777 Medical Examiner**

Request approval to renew an existing contract- Medical Examiner, 24RFP144589C-JH, Toxicology Services in an amount not to exceed \$175,275.00 with National Medical Services, Inc. dba NMS Labs (Horsham, PA) to provide forensic postmortem toxicology testing. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026 through December 31, 2026.

COUNTY MANAGER'S ITEMS**Open & Responsible Government****25-0778 County Manager**

Presentation of the Fulton County Operational Report.

25-0779 Finance

Presentation, review, and approval of October 15, 2025, Budget Soundings and Resolution.

25-0780 Human Resources Management

Request approval to modify the classification section of the Classification and Compensation plan by adding the new titles of Animal Services Dispatcher (grade 11), Animal Services Officer I (grade 12), Animal Services Officer II (grade 14), Animal Services Bite Investigator (grade 14), Animal Field Services Supervisor (grade 18), and Animal Field Services Manager (grade 19).

25-0781 Real Estate and Asset Management

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 25ITB1393416C-GS, Tree Removal Services Countywide in an amount not to exceed \$225,000.00 with ArborServ (Lithonia, GA), to provide Countywide tree removal services on an as-needed basis. Effective dates: January 1, 2026 through December 31, 2026, with two renewal options.

25-0782 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 25ITBC1410259C-JH, Ballasts, Lamps, Light Fixtures and Related Supplies in the total amount of \$160,000.00 with (A) E. Sam Jones (Atlanta, GA) in the amount of \$80,000.00; (B) Summit Lighting Solutions (Lawrenceville, GA) in the amount of \$60,000.00; and, (C) Mega Wholesale, LLC (Elizabeth, NJ) in the amount of \$20,000.00 to provide ballasts, lamps, light fixtures, and related items on an "as needed" basis for Fulton County facilities and parking lots. Effective dates: January 1, 2026 through December 31, 2026, with two renewal options.

25-0783 Real Estate and Asset Management

Request approval to award a contract without competition - Department of Real Estate and Asset Management, #25SS090425C-MH, Countywide Postage Services in the amount not to exceed \$2,300,000.00 with the United States Postal Service (Atlanta, GA), to provide postage services for Fulton County agencies. Effective dates: January 1, 2026 through December 31, 2026.

25-0784 Real Estate and Asset Management

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, Sourcewell Contract #012825-ORK, Pest Control Services with Related Products in an amount not to exceed \$300,000.00 with Orkin, LLC (Atlanta, GA), to provide comprehensive pest control services on an as-needed basis for Countywide facilities. Effective dates: January 1, 2026 through December 31, 2026.

25-0785 Real Estate and Asset Management

Request approval to amend an existing contract - Department of Real Estate and Asset Management, 24RFP103124C-MH, General Landscaping and Lawncare Services for Countywide Facilities with (A) ReIMAGE General Contractors, LLC (Atlanta, GA), to add the (A) North Fulton Sites (20 County facilities/properties) to the existing contract so that ReIMAGE General Contractors, LLC can assume full landscape maintenance responsibilities beginning January 1, 2026. Effective upon BOC approval.

Arts and Libraries**25-0786 Arts and Culture**

Request approval of the FY2025 Contracts for Services Program funding recommendations totaling \$1,700,000.00. Funds have been identified and are available in the Department of Arts & Culture's FY 2025 budget.

Health and Human Services**25-0787 Public Works**

Request approval to extend an existing contract - Department of Public Works, RFP# 19RFP090419K-DB, Operation & Maintenance Service for Wastewater Facilities & Pump Stations in the North Fulton Service Area, for 57 days and in the amount not to exceed \$3,506,212.72, with Veolia Water North America-South, LLC (Atlanta, GA) to provide reliable, uninterrupted operation of the water and wastewater system operations and maintenance management systems in the North Fulton service area. This extension will be effective November 4, 2025 through December 31, 2025.

25-0788 Behavioral Health and Developmental Disabilities

Request approval of a Subrecipient Agreement with Applied Research Services, Inc. (ARS) as the Evaluator for the Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) FY 2023 Behavioral Health Partnership for Early Diversion of Youth Grant in the amount of \$35,935.00. Effective September 30, 2023 to September 29, 2028. 100% Grant funded.

COMMISSIONERS' ACTION ITEMS**25-0755 Board of Commissioners**

Request approval of a Resolution to increase the compensation paid to each member of the Fulton County Boards of Equalization from \$100.00 per day to \$150.00 per day; and for other purposes. **(Arrington) (HELD ON 10/1/25)**

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS**Open & Responsible Government****25-0789 External Affairs**

Presentation: 2026 Legislative Agenda.

25-0790 External Affairs

Request approval of 2026 Legislative Agenda.

EXECUTIVE SESSION**25-0791 Board of Commissioners**

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

ADJOURNMENT



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0759

Meeting Date: 10/15/2025

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

Proclamations for Spreading on the Minutes

Proclamation recognizing "Childhood Cancer Awareness Month." **(Pitts)**
September

Proclamation recognizing "Atlanta Fashion Week." **(Ivory)**
October 2-5, 2025

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Proclamation recognizing "Blind Equality Achievement Day." **(Barrett)**
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Proclamation recognizing "Pastor Frederick Caldwell Appreciation Day." **(Abdur-Rahman)**
October 12, 2025

Proclamation recognizing "Richard Johnson Appreciation Day." **(Pitts)**
October 15, 2025

Proclamation recognizing "Ameris Bank Amphitheatre Appreciation Day." **(Ellis)**
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Proclamation recognizing "Keep Roswell Beautiful Appreciation Day." **(Thorne)**
October 15, 2025

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October 15, 2025

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October 15, 2025

Proclamation recognizing "Kendall Rae's Green Heart Appreciation Day." **(Arrington)**
October 15, 2025

Proclamation recognizing "The Atlanta Voice Newspaper Appreciation Day." **(Arrington)**
October 15, 2025

Proclamation recognizing "Cherry Street Energy Appreciation Day." **(Abdur-Rahman)**
October 15, 2025



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0760

Meeting Date: 10/15/2025

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

Request approval of the proposed 2026 Fulton County Board of Commissioners' Meeting Calendar.

Fulton County Board of Commissioners Proposed 2026 Meeting Schedule

First Regular Meetings	Second Regular Meetings
Wednesday, January 7, 2026	Wednesday, January 21, 2026
Wednesday, February 4, 2026	Wednesday, February 18, 2026
Wednesday, March 4, 2026	Wednesday, March 18, 2026
Wednesday, April 1, 2026	Wednesday, April 15, 2026
Wednesday, May 6, 2026	Wednesday, May 20, 2026
Wednesday, June 3, 2026	Wednesday, June 17, 2026
*Wednesday, July 15, 2026 (POSTPONED FROM JULY 1, 2026)	*(NO 2ND REGULAR MEETING)
Wednesday, August 5, 2026	Wednesday, August 19, 2026
Wednesday, September 2, 2026	Wednesday, September 16, 2026
Wednesday, October 7, 2026	Wednesday, October 21, 2026
Wednesday, November 4, 2026	Wednesday, November 18, 2026
Wednesday, December 2, 2026	Wednesday, December 16, 2026

*Except for the month of July, all meetings will be held on the first and third Wednesdays of each month at 10:00 a.m. in the Fulton County Government Center – Assembly Hall, 141 Pryor Street SW, Atlanta, Georgia. For more information, please contact the Office of the Clerk to the Commission at 404-612-8200 or visit Fulton County’s website at <https://www.fultoncountyga.gov/>



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0761

Meeting Date: 10/15/2025

Department

Real Estate and Asset Management

Requested Action

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 23ITB138782C-JNJ, Glass and Plexiglas Repair and Replacement in the total amount not to exceed \$105,000.00 with (A) Brad Construction Company II, LLC (Fayetteville, GA) in the amount not to exceed \$30,000.00; and (B) P & E Mirror and Glass, LLC (Atlanta, GA) in the amount not to exceed \$75,000.00, to provide glass and Plexiglas repair and replacement on an "as needed" basis for Fulton County facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026 through December 31, 2026.

Requirement for Board Action

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

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 These contracts provide repair, installation and/or replacement of damaged glass and/or Plexiglas at Fulton County facilities on an "as needed" basis for FY2026.

Scope of Work: The scope of work will vary by individual projects as assigned over the term of these contracts. The scope of work includes the removal and replacement of existing damaged glass for

items such as, but not limited to, plate glass, table-top glass, storefront glass, passageway door glass, shower door glass, mirrors, glass supplies and materials. Glass products provided under these contracts exclude automobiles and truck window glass.

Community Impact: None of which the Department is aware.

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

These are time and materials contracts and the requested spending authorities in the total amount of \$105,000 is sufficient to cover the costs for labor, materials, and pending repairs and replacement of glass windows and Plexiglas projects coming out of warranty due to an increase of climate related damages for FY2026.

Project Implications: These contracts require specialty tools, equipment, training, and skills. Glass and Plexiglas repair and replacement will not be performed in a timely or cost-effective manner if these contracts are not approved.

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

Department Issues/Concerns: If these renewal contracts are not approved, the Department cannot provide glass and Plexiglas repair and replacement for County facilities.

Contract Modification

(A)Brad Construction Company II

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0057	1/24/24	\$65,000.00
1st Renewal	24-0623	10/2/24	\$30,000.00
2nd Renewal			\$30,000.00
Total Revised Amount			\$125,000.00

(B)P & E Mirror and Glass, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0057	1/24/24	\$40,000.00
1st Renewal	24-0623	10/2/24	\$75,000.00
2nd Renewal			\$75,000.00
Total Revised Amount			\$190,000.00

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

Contract Value: **\$105,000.00**

(A)

Prime Vendor: Brad Construction Company II, LLC
Prime Status: African American Male Business Enterprise
Location: Fayetteville, GA
County: Fayette County
Prime Value: \$75,000.00 or 100.00%

Total Contract Value: \$75,000.00 or 100.00%

Total Certified Value: \$75,000.00 or 100.00%

(B)

Prime Vendor: P & E Mirror and Glass, LLC
Prime Status: African American Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$30,000.00 or 100.00%

Total Contract Value: \$30,000.00 or 100.00%

Total Certified Value: \$30,000.00 or 100.00%

Grand Contract Value: \$105,000.00 or 100.00%

Grand Certified Value: \$105,000.00 or 100.00%

Exhibits Attached

Exhibit 1: Contract Renewal Agreements

Exhibit 2: Contractor's Performance Reports

Exhibit 3: Contract Renewal Evaluation Form

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: \$105,000.00

Previous Adjustments: \$105,000.00

This Request: \$105,000.00

Agenda Item No.: 25-0761

Meeting Date: 10/15/2025

TOTAL: \$315,000.00

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5220-1116: General, Real Estate and Asset Management, Building Maintenance- \$65,000.00
“Subject to availability of funding adopted for FY2026 by BOC”

Funding Line 2:

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance- \$40,000.00
“Subject to availability of funding adopted for FY2026 by BOC”

Key Contract Terms	
Start Date: 1/1/2026	End Date: 12/31/2026
Cost Adjustment:	Renewal/Extension Terms: No renewal options remain

Overall Contractor Performance Rating:

Brad Construction Company II, LLC	76
P & E Mirror	70

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2025

Report Period End:
6/30/2025



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23ITB138782C-JNJ (A)

BID/RFP# TITLE: Glass and Plexiglas Repair and Replacement

ORIGINAL APPROVAL DATE: January 24, 2024

RENEWAL EFFECTIVE DATES: January 1, 2026

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$30,000.00

COMPANY'S NAME: Brad Construction Company II, LLC

ADDRESS: 550 W. Lanier Ave., Suite 801

CITY: Fayetteville

STATE: GA

ZIP: 30214

This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/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

BRAD CONSTRUCTION COMPANY II, LLC

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

**Jameel Hanif
Principal**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

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

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2ND RM: _____ SECOND REGULAR MEETING

CERTIFICATE OF INSURANCE



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23ITB138782C-JNJ (B)

BID/RFP# TITLE: Glass and Plexiglas Repair and Replacement

ORIGINAL APPROVAL DATE: January 24, 2024

RENEWAL EFFECTIVE DATES: January 1, 2026

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$75,000.00

COMPANY'S NAME: P & E Mirror and Glass, LLC

ADDRESS: 2790 Lakewood Ave SW, STE C

CITY: Atlanta

STATE: GA

ZIP: 30315

This Renewal Agreement No. 2 was approved by the Fulton County Board of

Commissioners on BOC DATE: _____ **BOC NUMBER:** _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/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

P & E MIRROR AND GLASS, LLC

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

**Neicy Hindsman
Partner**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

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

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2nd RM: _____ SECOND REGULAR MEETING

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E1
Project	Glass & Plexiglas Repair and Replacement
Project Number	23ITB138782C-JNJ (A)
Supplier	Brad Construction Company II
Supplier Project Contact	Jameel Hanif (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/30/2025 to 06/30/2025
Effective Date	07/17/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/17/2025 10:39 AM EDT
Completion Date	07/17/2025 10:39 AM EDT
Evaluation Score	76

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

The Contractor has met all contract requirements with minimal quality issues.

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

There are no delays, and the contractor has clearly exceeded the agreed-upon timeline with impressive efficiency.

BUSINESS RELATIONS

14/20

Rating

Satisfactory: Response to inquiries and/or technical, service, administrative issues is consistently effective.

Comments

Responses to inquiries and technical, service, or administrative issues could be enhanced for even greater effectiveness.

CUSTOMER SATISFACTION

14/20

Rating

Satisfactory: Contractor representative is reasonably responsive to User Department request for information and professional.

Comments

The contractor representative is generally responsive to requests for information from the User Department and maintains a professional demeanor.

COST CONTROL

14/20

Rating

Satisfactory: Minimal contract pricing issues, cost discrepancies identified by User Department that require explanation, cost/price issues resolved in timely manner.

Comments

Resolved minimal contract pricing issues and cost discrepancies identified by the User Department in a timely manner.

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E2
Project	Glass and Plexiglas Repair and Replacement
Project Number	23ITB138782C-JNJ
Supplier	P & E Mirror and Glass LLC
Supplier Project Contact	Neicy Hindsman (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/30/2025 to 06/30/2025
Effective Date	07/17/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/17/2025 10:17 AM EDT
Completion Date	07/17/2025 10:17 AM EDT
Evaluation Score	70

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

14/20

Rating

Satisfactory: Overall compliance requires minor User Department resources to ensure achievement of contract requirements.

Comments

Overall compliance requires minor User Department resources to ensure achievement of contract requirements.

TIMELINESS OF PERFORMANCE

14/20

Rating

Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments

Overall compliance requires minor User Department resources to ensure achievement of contract requirements.

BUSINESS RELATIONS

14/20

Rating

Satisfactory: Response to inquiries and/or technical, service, administrative issues is consistently effective.

Comments

The approach to handling inquiries, as well as technical, service, and administrative issues, is effective and could be further enhanced for even better outcomes.

CUSTOMER SATISFACTION

14/20

Rating

Satisfactory: Contractor representative is reasonably responsive to User Department request for information and professional.

Comments

The contractor's representative consistently responds promptly to requests for information from the User Department and exhibits a high level of professionalism.

COST CONTROL

14/20

Rating

Satisfactory: Minimal contract pricing issues, cost discrepancies identified by User Department that require explanation, cost/price issues resolved in timely manner.

Comments

Minor contract pricing issues and cost discrepancies identified by the User Department require explanation. Cost and price issues should be resolved in a timely manner.

GENERAL COMMENTS

Comments

Not Specified

Contract Renewal Evaluation Form

Date:	June 18, 2025
Department:	Real Estate and Asset Management
Contract Number:	23ITB1387828C-JNJ
Contract Title:	Glass and Plexiglas Repair and Replacement

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed, and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

This contract is used mainly for repair of glass windows and other similar glass structural parts of the building that are damaged by vandalism, storms, or leaks. This is also used where glass/mirror to be replaced are very heavy or are located at locations not accessible to County technicians.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☒ **Internet search of pricing for same product or service:**

Date of search:	July 22, 2022
Price found:	Click here to enter text.
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes: Prices we find on the internet or with other agencies do not provide accurate comparison with those we pay for our services. This is because type of work in each incident is mostly unique and depends on the size of job, location (Detention cell, multi-storied building windows, sunroof etc.) and the type of glass. Prices we pay for work within the County services are different for each work and a common base cannot be defined for any of these. Internet provides average cost for standard commercial/domestic window replacements, which are not comparable in task with work intended through this contract. However each case of work is evaluated for price, specification, and application

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Ongoing daily maintenance & service.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	☐ Yes ☒ No
Are they aware of a reduction in pricing in this industry?	☐ Yes ☒ No
How does pricing compare to Fulton County's award contract?	Comparable

Explanation / Notes:

☐ **Other (Describe in detail the analysis conducted and the outcome):**

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

FY2025 The County allocated expenditures as of 7/23/2025, \$69,100.00

FY2024 The Count spent \$78,772.60

FY2023 The Count spent \$41,937.70

FY2022 The County spent \$14,995.00

FY2021 There were no expenditures

FY2020 The County spent \$49,544.00

4. Does the renewal option include an adjustment for inflation? ☐ Yes ☒ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☐ Yes ☒ No

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

[Click here to enter text.](#)

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes ☒ No If yes, attach the analysis.

This work cannot be completed even in parts using in-house staff because the skills used for the work are not one in County's employment. In addition, the work requires access to dangerous heights and restricted spaces, thereby increasing the potential for accidents and County's liability for injuries, work men compensation and insurance.

7. What would be the impact on your department if this contract was not approved?

If this contract is not approved, County will not be able to keep its buildings safe. With increase in vandalism we have seen over the years in Metro Atlanta, County will be failing to keep its employees and patrons safe if the contract is not approved. In addition, glass structure being an important envelope for many buildings, the buildings will be open to hazardous conditions like leak, loss of conditioned air and potential growth of mold and other hazardous conditions.

Vijay Nair, Bldg. Maintenance Mgr., Central *VP*
Willie Perryman, Bldg. Maintenance Mgr., Greater

July 23, 2025

Prepared by

Date

JD
Joseph N. Davis, Director

July 24, 2025

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0762

Meeting Date: 10/15/2025

Department

Finance

Requested Action

Ratification of September 2025 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' First and Second meetings. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding.

Strategic Priority Area related to this item

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 September 2025 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period September 1, 2025 - September 30, 2025.

Fulton County departments report the following grants activity:

- Applications Submitted/Pending: 1 (\$25,000.00 + \$6,250.00 Cash Match)

- Applications Awarded: 0 (\$0 + \$0 Cash Match)

The following Strategic Priority Areas are Impacted by September 2025 grant applications:

- Justice and Safety

The Fulton County September 2025 Grants Activity Report (GAR)-Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through September 30, 2025. Fulton County departments report the following grants activity:

- Total Applications Submitted/Pending: 37 (\$157,409,504.20 + \$297,066.09 Cash Match)
- Total Applications Awarded: 19 (\$3,405,622.24 + \$238,183.76 Cash Match)
- Total Grant Applications Denied: 1 (\$375,000.00 + No Cash Match)

Department Recommendation: Department recommends ratification of the September 2025 Grants Activity Report (GAR).



FULTON COUNTY FY2025 GRANTS ACTIVITY REPORT September 2025

Presented to:
Fulton County Board of Commissioners
Wednesday, October 15, 2025
Second Meeting

Provided by: Fulton County Finance Department, Grants Administration Division



Exhibit 1: Board Grants Ratification Summary

Grants Submitted and/or Awarded September 1, 2025 - September 30, 2025

Exhibit 1 lists by Strategic Goal grants that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10), “all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners second meetings. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding.”

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY**Fulton County FY2025 September Grants Activity Report**

*Exhibit 1 lists by Strategic Goal grant applications that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10),
"all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners second meetings of the month.
The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding."*

Grant Applications Submitted and/or Awarded September 1, 2025 Through September 30, 2025 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
JUSTICE AND SAFETY							
Juvenile Court	Criminal Justice Coordinating Council	Family Treatment Court Program	Request approval to apply and accept a grant from the Criminal Justice Coordinating Council in the amount of \$25,000.00 to support the Family Treatment Court program through training, financial and technical assistance. This includes the Celebrating Families Program and Strengthening Families Program, which includes services for transportation, childcare, therapy and evidenced based programming for participants and their children. There is a required cash match in the amount of \$6,250.00. Funding is within the Department's FY25 budget. The grant period is from October 1, 2025 through September 30, 2026. County Cash Match: \$6,250.00	\$ 25,000.00	\$ 6,250.00	Pending	N/A
			Subtotal:	\$ 25,000.00	\$ 6,250.00		
HEALTH AND HUMAN SERVICES							
ARTS AND LIBRARIES							
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT							
OPEN AND RESPONSIBLE GOVERNMENT							
REGIONAL LEADERSHIP							
			TOTAL:	\$ 25,000.00	\$ 6,250.00		



Exhibit 2: All Grants Activity

Cumulative Through September 30, 2025

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 September 30, 2025)

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

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

ALL GRANTS ACTIVITY						
All Grants	Prior Period Grants	Prior Period Funds	Current Period Grants: 9/1/2025-9/30/2025	Current Period Funds: 9/1/2025-9/30/2025	Cumulative Total Grants	Cumulative Total Funds
Grants Pending^	36	\$ 157,384,504.20	1	\$ 25,000.00	37	\$ 157,409,504.20
Grants Awarded	19	\$ 3,405,622.24	0	\$ -	19	\$ 3,405,622.24
Grants Denied	1	\$ 375,000.00	0	\$ -	1	\$ 375,000.00
Cash Match Requested-2025	-	\$ 528,999.85	-	\$ 6,250.00	-	\$ 535,249.85
Total:	56	\$ 161,694,126.29	1	\$ 31,250.00	57	\$ 161,725,376.29

ALL GRANTS AWARDED, NEW VS. RENEWAL						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 9/1/2025-9/30/2025	Current Period Funds: 9/1/2025-9/30/2025	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	4	\$ 1,015,285.00	0	\$ -	4	\$ 1,015,285.00
Renewal/Repeat Grant Awards	15	\$ 2,390,337.24	0	\$ -	15	\$ 2,390,337.24
Total:	19	\$ 3,405,622.24	0	\$ -	19	\$ 3,405,622.24

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 9/1/2025-9/30/2025	Current Period Funds: 9/1/2025-9/30/2025	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards*	3	\$ 61,644.50	0	\$ -	3	\$ 61,644.50
Formula Grant Awards^^	16	\$ 3,343,977.74	0	\$ -	16	\$ 3,343,977.74
Total:	19	\$ 3,405,622.24	0	\$ -	19	\$ 3,405,622.24

^Includes 11 grants that were pending at the end of 2024 and carried over for tracking in 2025.

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

*A correction was made on the August 2025 Grants Activity Report for the District Attorney, the purpose area has been changed from "Comprehensive Approach to Unsubmitted Sexual Assault Kits" to "VOCA - Victims of Crime Act."



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0763

Meeting Date: 10/15/2025

Department

Community Development

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

Request approval of a Substantial Amendment to the HUD HOME-ARP Allocation Plan. This plan describes how the County intends to allocate \$2,432,222.00 in HOME-ARP funds, authorized by the HOME-American Rescue Plan Program. The proposed amendment reallocates funds to support financial assistance, short-and medium-term rental assistance (Supportive Services) for low to moderate income individuals and families. The funds are 100% grant funded.

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

Pursuant to 24 C.F.R. Section 91.505, the U.S. Department of Housing and Urban Development (HUD) allows amendments to the consolidated plan and annual action plans (1) where there are changes to funding allocations or changes to the method of distribution of funds; (2) to carry out an activity using funds from any program covered by the consolidated plan not previously described in the action plan; and (3) to change the purpose, scope, location, or beneficiary of an activity.

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

Health and Human Services

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

Summary & Background On March 15, 2023, the Board of Commissioners approved the HOME-ARP Allocation Plan for the \$2,428,588 in federal HOME-ARP funds awarded by the U.S. Department of Housing and Urban Development (HUD). HUD awarded an additional \$3,634 to Fulton

County making the total \$2,432,222. The deadline to expend HOME-ARP funds is September 30, 2030.

The plan has now been updated so that all of these funds will be used to provide financial assistance, short-and medium-term rental assistance (Supportive Services) to meet a critical need for people experiencing or at risk of homelessness. Funds were reallocated from the development activities (non-congregate shelter and rental housing) and tenant-based rental assistance.

Next Steps:

- Submit the approved Substantial Amendment to HUD.
- Release a Request for Proposals (RFP) for nonprofits to administer funds.
- Submit funding recommendations to the Board of Commissioners for approval.

Scope of Work: See table below.

HOME ARP Categories	Original Funding Allocation	Substantial Amendment Updated Allocation
Supportive Services	\$300,000	\$2,188,278
Acquisition & Development of Non-Congregate Shelters	\$500,000	
Tenant Based Rental Assistance (TBRA)	\$365,000	
Development of Affordable Rental Housing	\$1,020,007	
Administration and Planning	\$243,581	\$243,944
HOME ARP Total	\$2,428,588	\$2,432,222

Note: \$2,432,222 includes an additional \$3,634 awarded by HUD.

Community Impact: The HOME-ARP funds will assist the County in its efforts to address homelessness and housing instability within the County.

Department Recommendation: The department recommends the BOC approve the requested HOME-ARP Substantial Amendment.

Project Implications: Approval of these funds will strengthen Fulton County's ability to provide supportive services that help prevent homelessness, stabilize vulnerable households, and promote long-term housing security.

Community Issues/Concerns: The HOME-ARP substantial amendment was publicly advertised on July 23, 2025 - August 7, 2025. There were no community issues or concerns.

Department Issues/Concerns: If the Substantial Amendment to the HUD HOME-ARP Plan is not approved, it will limit the County's ability to release 2021 grant funds and respond to community development needs of low to moderate income communities within Fulton County.

Fiscal Impact / Funding Source

Funding Line 1:

461-121-HAR1-1160 Professional Services \$243,944

Funding Line 2:

461-121-HAR1-V290 Supportive Services \$2,188,278



HOME-ARP ALLOCATION PLAN

Consultation

Describe the consultation process including methods used and dates of consultation:

See Appendix A for all Stakeholder Consultation materials, including a list of participants. Stakeholder comments received throughout these various sessions and individual meetings are summarized in the Feedback Chart in the next section and are referenced appropriately throughout the Needs Assessment & Gaps Analysis.

Fulton County engaged in an extensive stakeholder consultation process with a variety of shelter and service providers serving each of the qualifying populations and participating in the Continuum of Care; the County Department of Human Services; victim service providers; rental assistance providers; the Fulton County Continuum of Care; North Fulton County Coalition Interagency Council. In addition, surveys were distributed to each of the Housing Authorities service Fulton County, including the Fulton County Housing Authority; Union City/Palmetto Housing Authority; East Point/Fairburn Housing Authority; Housing Authority of the City of College Park.

During each of the consultation sessions, County staff focused on identifying the Qualifying Populations and their unmet housing and service needs. A brief Power Point presentation on the HOME-ARP program was presented followed by questions meant to engage participants in identifying unmet needs among the qualifying populations they served.

A summary of the agencies consulted and the feedback generated during the consultations sessions is outlined below.

List the organizations consulted:

Agency/Org Consulted	Method of Consultation	Number of Participants	Type of Agency/Org
Fulton County Continuum of Care	Virtual focus group October 19, 2022 11:00 a.m.	5	Continuum of Care Lead (includes public and private agencies serving all four of the qualifying populations); Veterans Groups; public agency serving all four qualifying populations
Shelter Providers	Virtual focus group August 25, 2022 2:00 p.m.	5	Veterans' groups; homeless service provider (all qualifying populations); domestic

			violence/human trafficking service provider
Metro Fair Housing Services Southern Center for Human Rights	Virtual focus group August 31, 2022 10:00 a.m.	2	Private organization that addresses fair housing, civil rights
Service Providers	Virtual focus group August 30, 2022 2:00 p.m.	12	Homeless service providers serving all four qualifying populations; Veterans Groups; agencies serving the needs of persons with disabilities
PHAs Fulton County HA Union City/Palmetto East Point Housing Authority	Written Survey	3	PHAs
Latin American Association	Virtual Interviews February 27, 2023 and March 3, 2023		Homeless service providers serving all four qualifying populations; agencies serving the needs of persons with disabilities; Private organization that addresses fair housing, civil rights

Summarize feedback received and results of upfront consultation with these entities:

Continuum of Care

- There are decreasing resources available for households facing eviction, and eviction filings are increasing rapidly
- Resources for people with disabilities are limited
- There is a significant number of students in Fulton County schools experiencing homelessness
- The most cited needs of those contacting 2-1-1 include assistance making rent and/or utility payments, food pantry referrals, shelter
- Needs unable to be met by 2-1-1 (because referrals cannot be made/assistance is rejected by the caller) include assistance with hotel/motel bills and vouchers, as well as security deposit assistance
- There is limited staff and bed capacity were identified as barriers to providing shelter, housing and services

Shelter Providers

- Shelters have insufficient capacity, both bed and staff
- Shelter options are limited throughout the County; hotel and motel vouchers are expensive; there is no shelter in North Fulton; there is no low barrier shelter in the County
- Shelter options for single persons are limited
- Shelter options for victims of domestic violence are limited-many individuals fleeing domestic violence don't feel comfortable or safe going to a mainstream shelter
- Many individuals that exit prison, exit to emergency shelter due to the lack of affordable housing. Some stay with family, but this is not designed to be a permanent solution/placement
- Moving households out of shelter is difficult since there is limited inventory and landlords can be selective in who they agree to lease
- There is demand for units to accommodate larger families
- Many of the PSH units available in the County are not low barrier

Service Providers

- There is a perception that more services are available in shelter than if placed in permanent housing
- There continues to be a large gap in the number of quality affordable and accessible units available for rent in the County. In addition, the number of landlords willing to accept vouchers and work with special needs populations is dwindling.
- Barriers to accessing housing include poor rental history, criminal history, utility arrears, debt owed to PHAs
- Recovery housing is a need. Services for people with co-occurring mental health and/or substance abuse are a need.
- Needed services that are not widely available include case management, system navigation, housing search and placement, financial literacy, landlord/tenant mediation, legal services
- Housing inventory is so limited, it is critical to keep people housed
- Transportation to mobilize service providers to where individuals are would be beneficial, rather than relying on individuals to come to a provider
- There are decreasing resources available for households facing eviction; landlords unwilling to accept any form of payment unless it is for full arrearage
- Populations most impacted by homelessness.
- Transitional housing for Veterans is a need

Civil Rights

- Fair Housing providers in the County report increased calls for evictions, many that feel they've been discriminated against have untreated MH/IDD conditions
- Many HCVs are being returned because landlords are refusing to rent to households with a voucher; there is no protection for source of income
- There are significant barriers for re-entry populations; many do exit the criminal justice system to shelter. Re entry population average age is 50-60. There is a lack of inventory and landlords willing to rent to a formerly incarcerated individual.
- Shelters are inaccessible-guests in a wheelchair cannot access shelter; staff capacity to provide services to those with a variety of physical disabilities is limited

- Shelter staff lack capacity to provide ASL, LEP services

Public Housing Authorities

- The habitability and HQS inspections prove rigorous and burdensome for some landlords and they are unwilling to participate or refuse to make needed repairs
- Rents have been increasing, FMR/Payment Standards cannot compete with market rents, even though Pmt Standards are raised to 110%; landlords can be selective in who they lease to given the state of the market and rents they can demand
- Barriers include payment/eviction history, poor credit history, debts owed to other housing authorities; ability to pay security deposit; landlords requiring more than 3x monthly rent in order to approve tenancy
- 800 units with affordability expiring 2022-2024
- There is demand for accessible units; it takes longer to find them, but generally there is sufficient inventory
- Services needed include mental health, legal services, transportation, other services to prevent returns to homelessness. HAFC offers homeownership counseling, Credit Repair, Education, Business Ownership, Substance Abuse and Mental Health wellness and Employment Readiness services through the FSS program
- Union City/Palmetto does not have HCV, public housing only-36 total public housing units available; Waiting list runs 2-5 years, one bedroom units most in demand

Public Participation

Describe the public participation process, including information about and the dates of the public comment period and public hearing(s) held during the development of the plan:

Date(s) of public notice: 2/8/2023

Public comment period: start date - 2/9/2023 end date - 2/28/2023

Date(s) of public hearing: 2/27/2023

Describe the public participation process:

Fulton County published a notice in the Marietta Times Journal informing the public of the availability of the HOME-ARP Allocation Plan, as well as the public hearing, on February 8, 2023. A copy of the notice and Plan were also made available on the County's Website. The Plan was available for a 20 day period, and the County conducted a public hearing on February 27, 2023. The public hearing was held in person, with a virtual option. Comments on the Plan were accepted via US mail, e-mail, telephone or at the public hearing.

Describe efforts to broaden public participation:

Fulton County offered multiple opportunities and methods for interested parties to provide comment and participate in the public participation process (such as virtually, in person, written or verbal comments). Language services for the Limited English Proficient were available upon request. Reasonable accommodations to allow broader participation by LEP persons or persons with disabilities in the hearing either in person or virtually were made available. In addition, the County consulted specifically with the Latin American Association to ensure the document and information was available for the populations the Association serves and to enhance its strategy for broadening participation during implementation of the HOME ARP program(s). LAA in partnership with Fulton County's Department of Community Development (DCD) disseminated HOME-ARP related items such as: notices, Request for Proposals and funded agencies to a network of agencies that serve the Latino Community. DCD will also ensure that the agency network is aware of agencies that have funding available to support Fulton County's Latino population. Where appropriate, a Spanish translation of the information will be provided, in accordance with the County's Citizen Participation and Language Access Plans.

Summarize the comments and recommendations received through the public participation process either in writing, or orally at a public hearing:

The Director of Recreation from College Park was the only person in attendance at the public hearing. No comments were received during the hearing or in writing during the comment period.

Summarize any comments or recommendations not accepted and state the reasons why:

N/A-no comments were received.

Needs Assessment and Gaps Analysis

This section presents the results of an analysis of needs and gaps for HOME-ARP qualifying populations (QP), drawing on public federal data sources and state or local sources as available. Where appropriate, this information is contextualized with feedback from stakeholders within Fulton County's service system.

Regulatory Requirements

HOME-ARP grantees must complete a Needs Assessment and Gaps Analysis which evaluates the size and demographic composition of the four HOME-ARP qualifying populations¹ within the jurisdiction's boundaries and assesses the unmet needs of these populations. These requirements are described in Section V.C.1 of HUD Notice: CPD-21-10. Required elements include analysis of the shelter, housing, and service needs of individuals experiencing sheltered and unsheltered homelessness; those currently at risk of homelessness; individuals and households requiring services or housing assistance to prevent homelessness; and those at greatest risk of housing instability or who live in unstable housing situations. The assessment must also identify existing gaps within the jurisdiction's shelter system, housing inventory, and service delivery system.

Furthermore, the assessment must include a description of the housing characteristics that are associated with housing instability and an increased risk of homelessness if the PJ is including these conditions under the HUD definition of "Other Populations." The assessment should also identify the PJ's priority needs for each qualifying population and describe how the PJ determined these needs as well as the existing gaps in the grantee's shelter, housing, and service delivery systems.

Data Methodology and Limitations

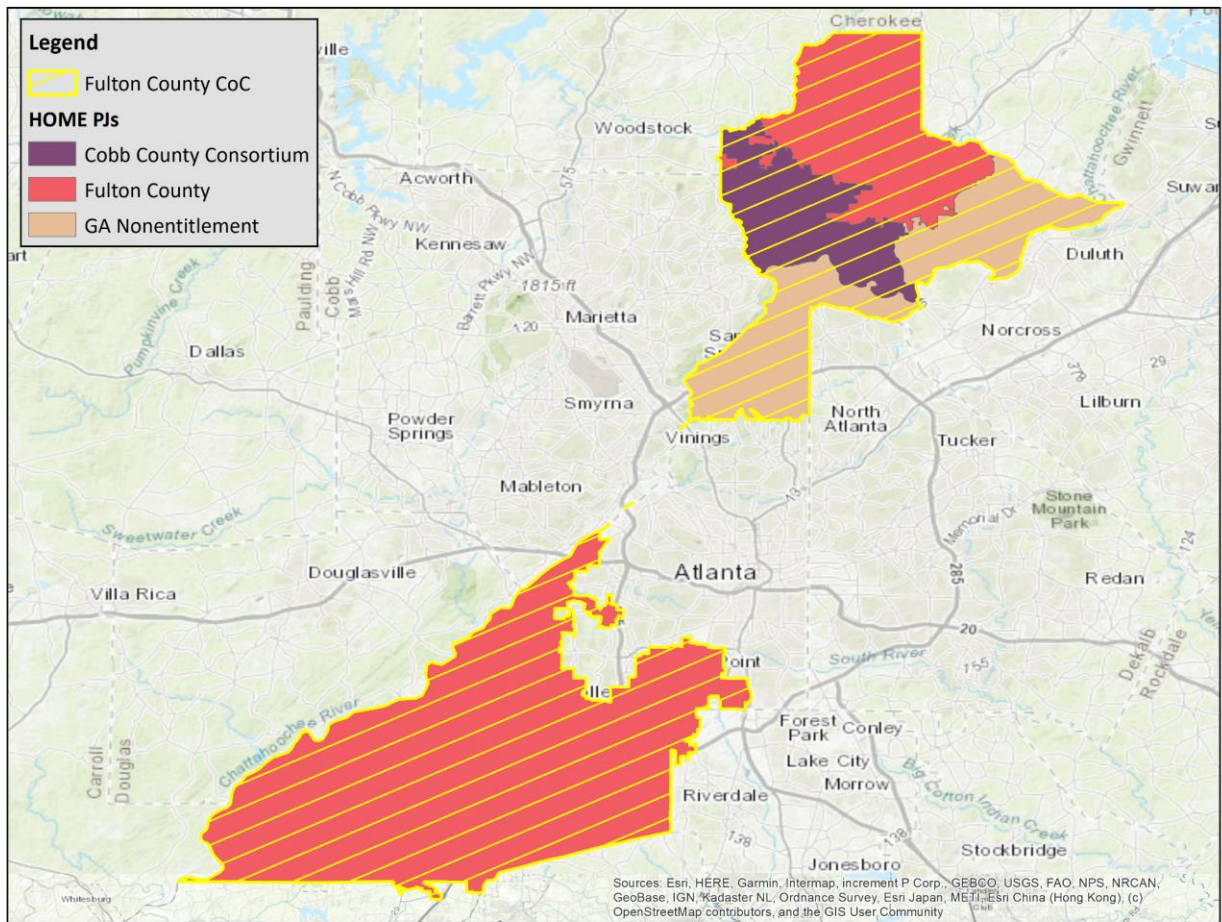
There is no single data source which aligns with the entire definition of each HOME-ARP QP that is also within the geographic boundaries of the Fulton County Participating Jurisdiction (PJ). Therefore, data sources utilized within this assessment provide estimates and may not be completely representative of the size, demographics, and needs facing each of the QPs.

The following geographic limitations were identified in this analysis of needs and gaps for qualifying populations:

1. The CoC that serves the HOME participating jurisdiction is Fulton County CoC (GA-502). However, the geographic boundaries of the CoC's service area extend beyond the boundaries of the HOME Fulton County PJ (see Figure 1). Thus, CoC data includes estimates that overlap with the following additional PJs:
 - a. GA Non-Entitlement Communities
 - b. Cobb County Consortium
2. ACS and CHAS estimates are based on estimates for Atlanta subtracted from the entirety of Fulton County. However, some estimates still include estimates for the Roswell region or other areas that are not part of the Fulton County PJ.

¹ QPs include 1) people experiencing homelessness, 2) people at risk of homelessness, 3) survivors of domestic violence, human trafficking, and sexual assault, and 4) other populations

Figure 1: Comparison of Participating Jurisdiction and CoC Boundaries



Although there are significant limitations with existing data sources, available data can still provide useful information to better understand the needs facing the four qualifying populations. **Table 1** outlines the primary quantitative data sources used to analyze the needs of each of the qualifying populations.

Table 1: Primary Quantitative Data Sources by Qualifying Population

HOME-ARP Qualifying Population	Primary Quantitative Data Source
Individuals experiencing homelessness	• HMIS Data, 2021 for Fulton County CoC • Point in Time Count, 2020 for Fulton County CoC • Housing Inventory Count, 2020 for Fulton County CoC • Department of Education Data, 2019-2020
Individuals at risk of homelessness	• Comprehensive Housing Affordability Strategy (CHAS), 2014-2018 • American Community Survey (ACS), 2016-2020 • Data published by the Prison Policy Initiative

HOME-ARP Qualifying Population	Primary Quantitative Data Source
Persons fleeing/attempting to flee domestic violence, sexual assault, dating violence, stalking, or human trafficking	• National Human Trafficking Hotline • Georgia Commission on Family Violence • Center for Disease Control’s National Intimate Partner and Sexual Violence Survey State Report, 2017 • 2021 Domestic Violence data provided by the Partnership Against Domestic Violence
Other populations at risk of housing instability and homelessness	• Comprehensive Housing Affordability Strategy (CHAS), 2014-2018 • Homeless Student Enrollment Data from Local Educational Agency, SY 2019-20 • Emergency Rental Application Program data published by the Fulton County Government

Housing Inventory

Table 2: Homeless Needs Inventory and Gap Analysis Table

Homeless													
	Current Inventory					Homeless Population				Gap Analysis			
	Family		Adults Only		Vets	Family HH (at least 1 child)	Adult HH (w/o child)	Vets	Victims of DV	Family		Adults Only	
	# of Beds	# of Units	# of Beds	# of Units	# of Beds					# of Beds	# of Units	# of Beds	# of Units
Emergency Shelter	53	19	14	N/A	0								
Transitional Housing	151	51	29	N/A	34								
Permanent Supportive Housing	224	86	152	N/A	249								
Other Permanent Housing	0	0	0	N/A	0								
Sheltered Homeless						57	29	6	0				
Unsheltered Homeless						1	74	3	0				
Current Gap										* see narrative			

Data Sources: 1. Continuum of Care Point in Time Count, (PIT) 2020; 2. Continuum of Care Housing Inventory Count (HIC), 2020; 3. Consultations

Table 3: Housing Needs Inventory and Gap Analysis Table

Non-Homeless			
	Current Inventory	Level of Need	Gap Analysis
	# of Units	# of Households	# of Households
Total Rental Units	80,975		
Rental Units Affordable to HH at 30% AMI (At-Risk of Homelessness)	3,760		
Rental Units Affordable to HH at 50% AMI (Other Populations)	7,125		
0%-30% AMI Renter HH w/ 1 or more severe housing problems (At-Risk of Homelessness)		8,995	

30%-50% AMI Renter HH w/ 1 or more severe housing problems (Other Populations)		7,330	
Current Gaps			5,400

Data Sources*: Comprehensive Housing Affordability Strategy (CHAS), 2014-2018

* Estimates are based on the difference between Atlanta CHAS data, subtracted from the entirety of Fulton County Data

Size and Demographic of Qualifying Populations

An analysis of Fulton County Homeless Management Information Systems (HMIS) data for calendar year 2021 was conducted to identify the size and demographic composition of qualifying populations. However, the Fulton County CoC includes some projects that are located outside of the participating jurisdiction boundaries, and as a result, may not accurately reflect the size and demographics of the HOME-ARP PJ qualifying populations. HMIS data was also supplemented with other reports as appropriate for each qualifying population. Supplemental data sources include 2014-2018 CHAS data, domestic violence reports provided by the state of Georgia, local domestic violence housing partners, and Department of Education data.

Homeless as defined in 24 CFR 91.5

According to HMIS data for the Fulton County CoC, 3,829 people accessed homeless services in 2021. The majority of people experiencing homelessness reported in HMIS identify as Black, African American, or African (80%) and female (73%). Only 5% of people experiencing homelessness recorded in HMIS were youth (i.e., under the age of 25 years old).

People experiencing homelessness in Fulton County in 2021 reported having a disability at a higher rate than the overall population. HMIS reported that the number of people with a disability under the age of 65 is approximately twice as much (15.8%) as the American Community Survey's 1-year estimate for Fulton County's overall population in 2021 (7.3%). According to data recorded in HMIS, types of disability were approximately equally distributed among clients in Fulton County in 2021. Specifically, 114 people identified as having a developmental disability, 96 people identified as having a drug use disorder, and 112 people identified as having a physical disability.

According to the 2021 Fulton County CoC HMIS data, veterans report having a disability at a higher rate than the overall homeless population. Specifically, 227 of clients reported in HMIS were veterans (6%). Of these 227 veterans, 85 (38%) identified as having a disabling condition and 15 (7%) veterans that accessed homeless services in 2021 exited back into homelessness or a temporary living situation.

Racial Category	Count	Percentage
American Indian, Alaska Native, or Indigenous	13	<1%
Asian or Asian American	23	1%
Black, African American, or African	2928	80%
More Than One Race	75	2%
Native Hawaiian or Pacific Islander	6	<1%
White	617	17%
Grand Total	3662	100%

Source: Fulton County CoC HMIS Data, 2021

While the HMIS data provide an overview of people experiencing homelessness in 2021 that access services, the PIT Count provides a snapshot of homelessness in Fulton County on a given night. According to the 2020 PIT Count² conducted for Fulton County CoC, there were 78 people and 76 households that were sleeping in a place not meant for human habitation on the night of the count. One person that was unsheltered during the night of the count was under the age of 18 and 4 people were adult youths experiencing homelessness. Five of the people sleeping in a place not meant for human habitation on the night of PIT Count had a severe mental illness, 2 had a chronic substance use disorder, and 3 identified as veterans.

The Department of Education reports that 1,312 students enrolled in school during the 2019-2020 school year lacked a fixed, regular, and adequate nighttime residence in Fulton County.³ Of the 1,167 students who disclosed their race, 91% identified as Black or African American, 3% identified as White, and 6% identified as two or more races. 15% of students experiencing homelessness in Fulton County had one or more disabilities (IDEA) and 5% were English learners. Types of homelessness include doubling up with friends or family members, staying in motels or hotels, staying in shelters or transitional housing, and sleeping in places not meant for human habitation (see Figure 2).

² https://files.hudexchange.info/reports/published/CoC_PopSub_CoC_GA-502-2020_GA_2020.pdf

³ <https://www2.ed.gov/about/inits/ed/edfacts/index.html>

Figure 2: Students Experiencing Homelessness

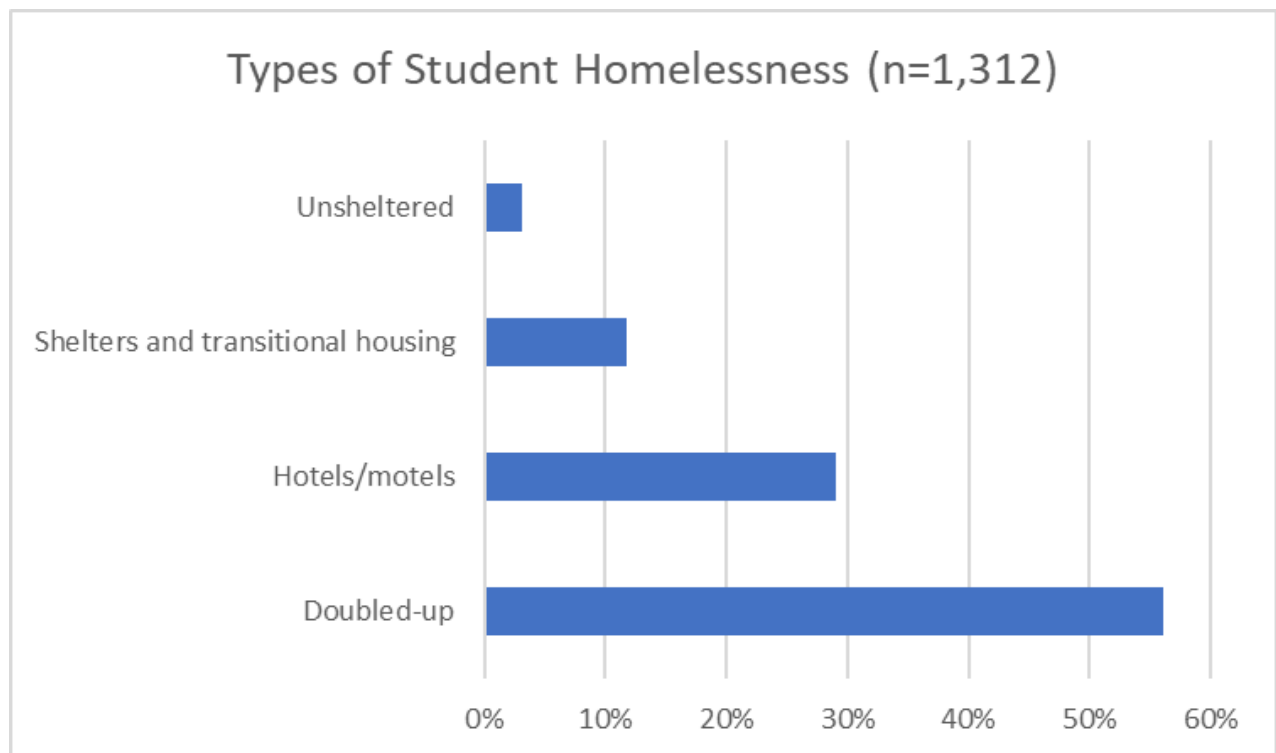


Table 4: Demographics in Fulton County

	Homeless Population	General Population
Male	1,030 (27%)	205,642 (48%)
Female	2,794 (73%)	223,226 (52%)
Trans/Non-Binary/Questioning	12 (<1%)	
White	617 (17%)	203,725 (49%)
Black/African American/African	2,928 (80%)	150,728 (37%)
American Indian, Alaskan Native, or Indigenous	13 (<1%)	755 (<1%)
Asian/Asian-American	23 (1%)	47,470 (12%)
Native Hawaiian, or Other Pacific Islander	6 (<1%)	153 (<1%)
Hispanic/Latino	523 (13%)	37,470 (9%)

Under 18	3 (<1%)	113,340 (26%)
18-24	189 (5%)	31,489 (8%)
25-54	3,031 (79%)	181,243 (42%)
55 and over	599 (16%)	102,836 (24%)
Veteran	227 (6%)	17,246 (5%)
Disabling Condition	653 (17%)	37,330 (9%)
<i>of those with a disabling condition:</i>		
Physical Disability	112 (17%)	
Drug Use Disorder	96 (15%)	
Developmental Disability	114 (17%)	
Unaccompanied Youth		

Data Sources: 1. Fulton County CoC HMIS Data, 2021; 2. American Community Survey, 5-Year Estimates, 2020

At Risk of Homelessness as defined in 24 CFR 91.5

To estimate the extent and demographics of people at risk of homelessness in Fulton County, this analysis takes into account prior living situations of people experiencing homelessness served by the Fulton County CoC, exit destinations of people who accessed programs and services within Fulton County CoC, and comprehensive housing affordability strategy data and definitions for Fulton County. The section identifies geographic and racial disparities that exist for people at risk of homelessness in Fulton County.

Almost a fourth of people that accessed homeless services in 2021 entered from an unstable housing situation. According to reporting in HMIS for 2021, 36 people (1%) were staying in an institutional setting before accessing services. 877 people (23%) entered the homeless system from a temporary housing situation or homelessness. Of the 877 people with a prior temporary or homeless living situation, 31% had been unstably housed for more than a year and 30% had been unstably housed more than 90 days but less than a year. In other words, the majority of people entering the homeless system from an unstable housing situation were experiencing instability for extended periods of time (i.e., three months or longer).

Almost half of clients recorded in Fulton County CoC HMIS in 2021 had an unknown exit destination or exited into a temporary or homeless living situation. HMIS reporting for 2021 in the Fulton County CoC does not indicate the exit destination of 43% (1,649) of clients. Of clients that have a known exit destination from the homeless system, 11% (229 people) of clients exited into temporary housing or homelessness. In 2021 in Fulton County, 54 clients exited into emergency shelter (including hotel or motel paid for with an emergency shelter voucher), 46 clients exited into a hotel or motel without an emergency shelter voucher, 86 people exited into a place not meant for human habitation, 17 clients exited into staying or living with friends temporarily, and 7 clients exited into staying with family temporarily. 87% of clients (199) that exited into temporary or homelessness were Black or African American and 26% (60) of clients had a disabling condition. According to 2021 HMIS data for Fulton County CoC, White clients exited into permanent housing at a higher rate (94%) than Black, African American, or African clients (87%).

Table 5: HMIS Exits Counts and Percentages

Exit Category	Count	Percentage
Homelessness and Temporary Settings	229	11%
Institutional Setting	6	0%
Permanent Housing	1,945	89%
Grand Total	2,180	100%

Comprehensive Housing Affordability Strategy (CHAS) data provides estimates on the extent of housing problems and housing needs in a community, particularly for low income households.⁴ According to 2014-2018 CHAS data, there are 14,520 households that earn less than 30% of the Area Median Income (AMI) and are considered extremely low income. This represents 17% of all households within Fulton County. Of those households, 9,700 were renters, compared to 4,820 households who owned their place of residence. Similarly, of the 11,685 extremely low-income households that experienced one or more severe housing problems in Fulton county, 69% of households were renters. Severe housing problems are defined as:

1. Housing units lacking complete kitchen facilities;
2. Housing units lacking complete plumbing facilities;
3. Households that are severely overcrowded (defined as having more than 1.5 people per room; and

⁴ It is also important to note that the most current CHAS data on which these estimates are based, reflect households that have not yet experienced the COVID-19 pandemic and the resulting economic impacts. Due to this fact, the data provided may be an underestimate.

4. Households that are severely cost burdened (defined as spending over 50% of monthly income on housing costs).

Using the above definition, there are many census tracts in Fulton County – primarily in south Fulton County – that demonstrate a clustering of households with affordable housing needs (see Figure 3). Incorporated cities in South Fulton County as well as the remainder of unincorporated Fulton County all contain census tracts where more than 40% of households have at least one housing problem. Furthermore, several census tracts experience housing problems at an even higher rate than overall in Southern Fulton County. Census tracts extending between Camp Creek Parkway and Roosevelt Highway, and those along Old National Highway south to Burdett Road show that more than 50% of their households have at least one housing problem. Census tracts where households demonstrate one or more housing needs are generally tracts where the population is predominantly African American.

Figure 3: Housing Affordability Among Renters as Percentage by Census Tract

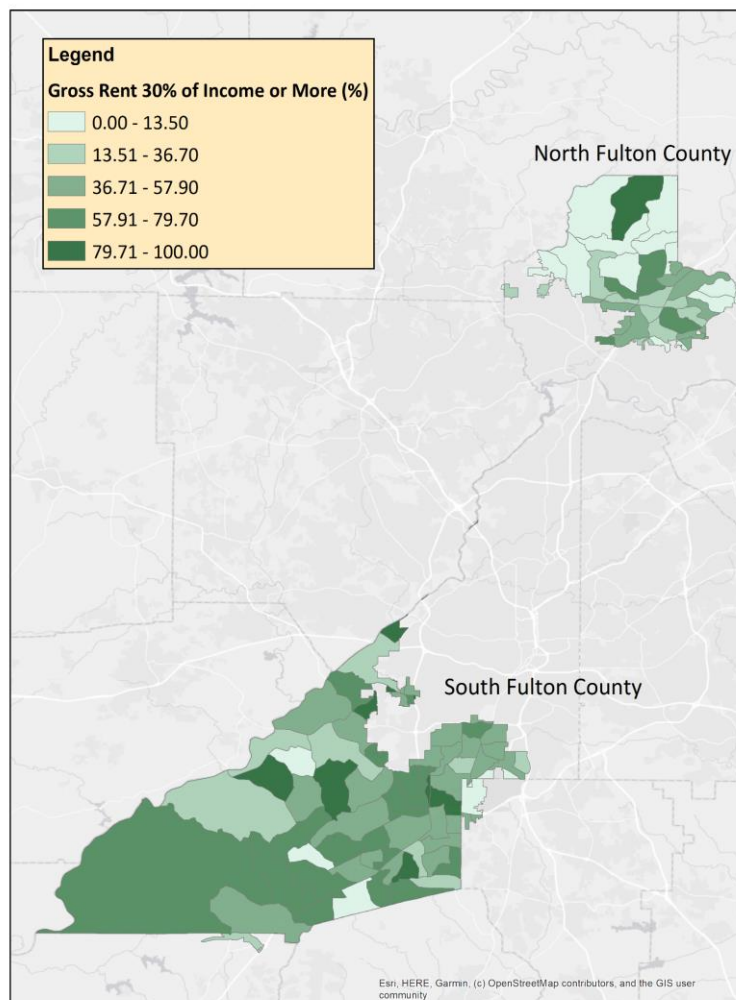


Table 6: Income Distributions for Renters in Fulton County PJ

Income Distribution	Renter	% of Total Renters
Household Income <= 30% HAMFI	9,700	17%
Household Income >30% to <=50% HAMFI	9,230	16%
Household Income >50% to <=80% HAMFI	11,830	21%
Household Income >80% to <=100% HAMFI	6,510	12%
Household Income >100% HAMFI	19,145	34%
Total	54,420	100%

There are also racial disparities in who is more likely to have extremely low income, as well as which households experiencing severe housing problems are more likely to be renters or owners, as shown in Figures 4 & 5. Despite making up 37% of Fulton County residents, African-American households make up over half of those who are extremely low income. In addition, extremely low income White households are the only racial or ethnic demographic that is more likely to own their place of residence, rather than renting when experiencing severe housing problems. According to the ACS 1 year estimates for 2021, 9.6% of families live below the poverty level in Fulton County. Families with a head of household that identifies as Black or African American alone experience poverty at a higher rate (17.4%) than other racial groups.

Figure 4: Distribution of Extremely Low Income Households by Racial and Ethnic Category

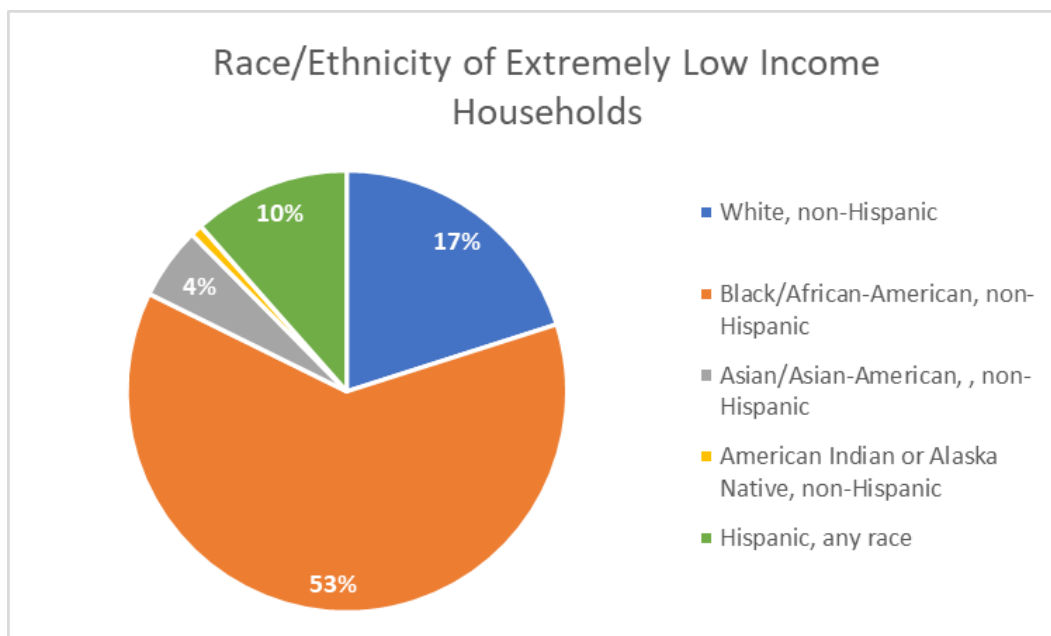
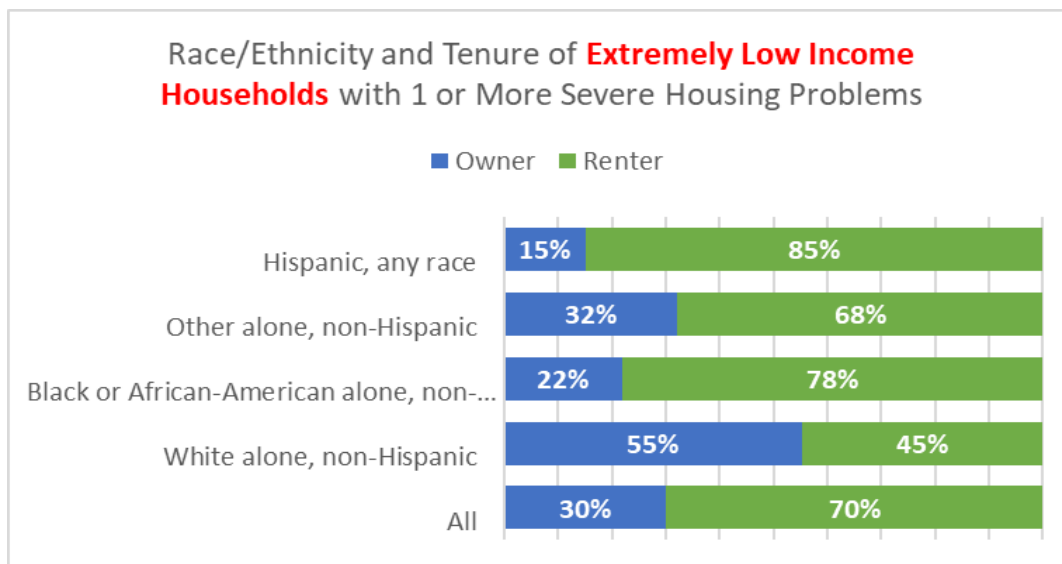


Figure 5: Distribution of Extremely Low Income Households with 1 or More Severe Housing Problems by Racial and Ethnic Category



Prison Re-entry Population

According to the [Prison Policy Initiative](#), within the state of Georgia, prisons release about 17,200 people every year, and an estimated 404,000 residents are on probation and 21,000 are on parole. Georgia has an incarceration rate of 968 per 100,000 people (including prisons, jails, immigration detention, and juvenile justice facilities), significantly higher than the national average of 664 per 100,000 people. While

local data is not readily available, the large numbers of state residents under criminal justice supervision indicates a continuing need to address the housing and supportive service needs of this population in Fulton County. One percent (36) of clients that accessed homeless services in 2021 had been living in an institutional setting prior (jail, prison, or juvenile detention facility, long-term care facility or nursing home, substance abuse treatment facility, etc.).

[Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice](#)

A substantial portion of the population in Fulton County has encountered some form of intimate partner violence or stalking. The Centers for Disease Control estimates that 37.4% of women and 30.4% of men in Georgia have experienced any contact sexual violence, physical violence, or stalking by an intimate partner in their lifetimes. This equates to an estimated 83,487 women and 62,516 men living in Fulton County (excluding Atlanta), based on the 2020 American Community Survey 5-Year Estimate. An estimated 45.5% of women and 49.9% of men in Georgia have experienced any psychological aggression by an intimate partner, which equates to an estimated 101,568 women and 102,616 men living in Fulton County.

According to data provided by Partnership Against Domestic Violence in Fulton County, many people fleeing domestic violence and seeking housing services were young and living in a household with children. Fifty-seven households comprised of 109 individual survivors accessed the Partnership Against Domestic Violence's emergency shelter in Fulton County during 2021. Forty-seven percent (51) of clients were children and 2% (2) were grandchildren. The average size of households accessing the domestic violence shelter in 2021 was approximately two people and the average age of clients was approximately 24 years old. The vast majority of the heads of households who accessed shelter services were women (96%) and Black, African American, or African (80%). In addition, the majority of clients were Non-Hispanic/Non-Latinx and one client who accessed these services was transgender. The majority of clients who accessed the shelter in 2021 in Fulton County did not identify as having a disability.

Statistics at the state level indicate a recent rise in people accessing domestic violence intervention and crisis services. According to the [Georgia Coalition Against Domestic Violence](#), in FY2020, Georgia's 47 state-certified domestic violence programs sheltered 5,617 victims of domestic violence and their children. In 2021, there were 114,640 crisis calls to Georgia's certified family violence and sexual assault agencies, a 20% increase from 2020 crisis calls.

There is limited data regarding individuals fleeing or attempting to flee human trafficking within the state of Georgia or in Fulton County. However, data from the Human Trafficking Hotline indicates that there were 338 human trafficking cases reported in 2020 with 302 calls from victims and survivors within the state of Georgia. Of the 338 cases, 84% involved sex trafficking, 289 reported the survivor was female, and 75 cases involved a minor.

[Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability, as defined by HUD in the Notice](#)

People experiencing housing cost burden and low income households in Fulton County are at risk of experiencing homelessness. According to 2014-2018 CHAS data, 46,005 households experienced a housing cost burden greater than 30%, with 57% of those households renting their place of residence.

Figure 6 shows the number of renter households that experienced a housing cost burden. 74% (8,615) of extremely low-income households and 55% of low-income households were severely cost burdened (paying more than 50% of income towards housing), within Fulton County (excluding the city of Atlanta). In addition, nearly a quarter of the extremely low income households that experienced a severe cost burden contained elderly persons, while over a third of households are small families, as shown in Figure 7. As was mentioned earlier, families in South Fulton County experience housing cost burden and poverty at a higher rate than North Fulton County.

Figure 6: Cost Burden by Income Level for Renters

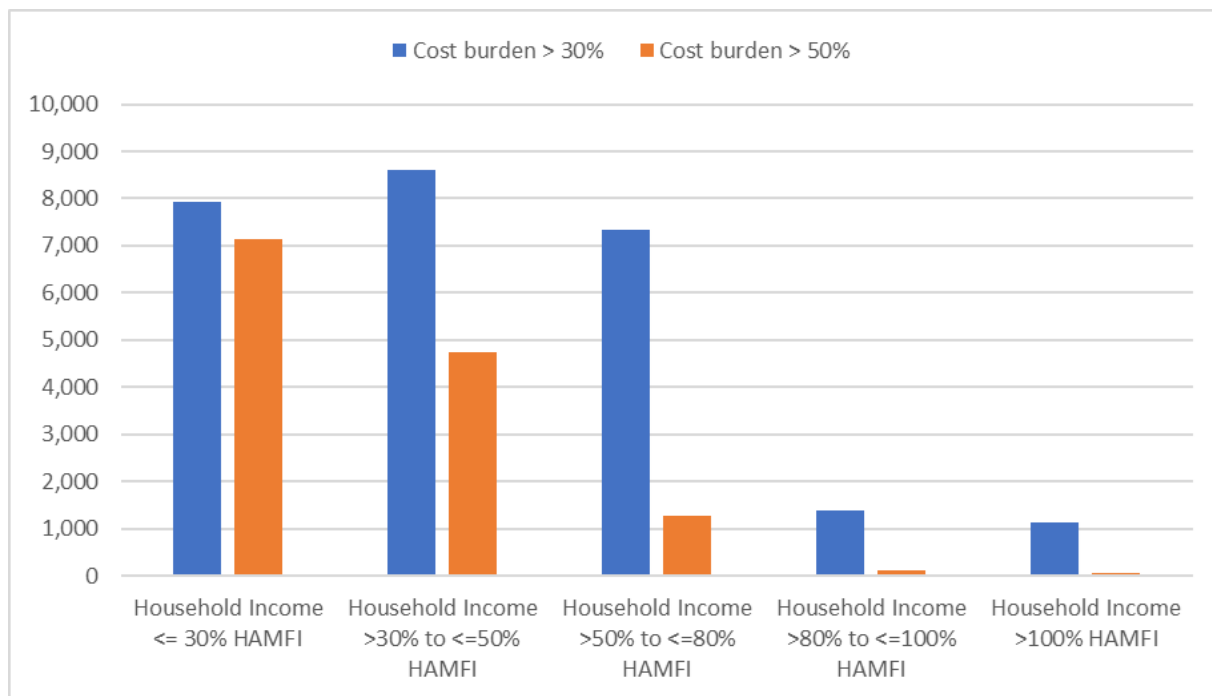
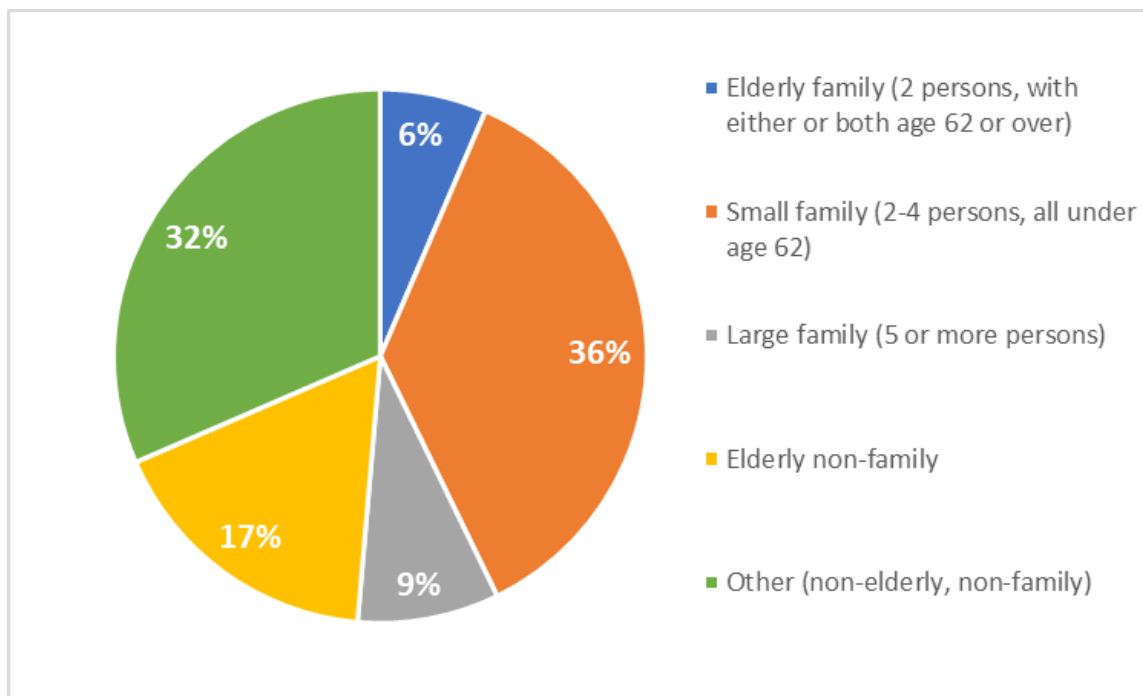


Figure 7: Household Type for Severely Cost Burdened Extremely Low Income Households



Elderly & Disabled Households

Elderly individuals aged 70-74 are projected to be the largest growing age group in the county between the years 2016-2021 (Fulton County Government Department of Senior Services Annual Report, 2017). The largest areas of growth for the elderly, outside of Atlanta, are in north Fulton County. The 2020 Annual Homeless Assessment Report (AHAR): Part 2⁵ confirmed an increase in the number of older adults experiencing homelessness nationwide. High costs of medical care and rising rents have contributed to an overall increase in homelessness among elderly and medically fragile populations.

COVID-19 Emergency Rental Assistance

Between January 2021-and October 2022, Fulton County households (consisting of 9,390 households) participated in the Emergency Rental Assistance Program (ERAP). A majority of households identified as Black/African-American and/or Female. Table 7 provides further demographic information of ERAP Utilization.

Since the pandemic, many people in Fulton County have relied on emergency rental assistance programs to maintain their housing and prevent them from becoming homeless. According to data released by the Fulton County Government, 85% (8,594) of people who applied for emergency rental assistance and/or utility assistance since March of 2021 were Black or African American.⁶ 90% of applicants (8,737) were Non-Hispanic and 70% (7,102) of applicants were female. The average age of applicants was approximately 38 years old and the average family size of applicants was two people. The average annual

⁵ <https://www.huduser.gov/portal/datasets/ahar/2020-ahar-part-2-pit-estimates-of-homelessness-in-the-us.html>

⁶ <https://sharefulton.fultoncountyga.gov/stories/s/ucwd-hu4q/>

income of emergency assistance applicants was \$23,600. Without ongoing assistance, these households may be at greater risk for entering the homeless continuum.

Table 7: ERAP Utilization Demographics in Fulton County

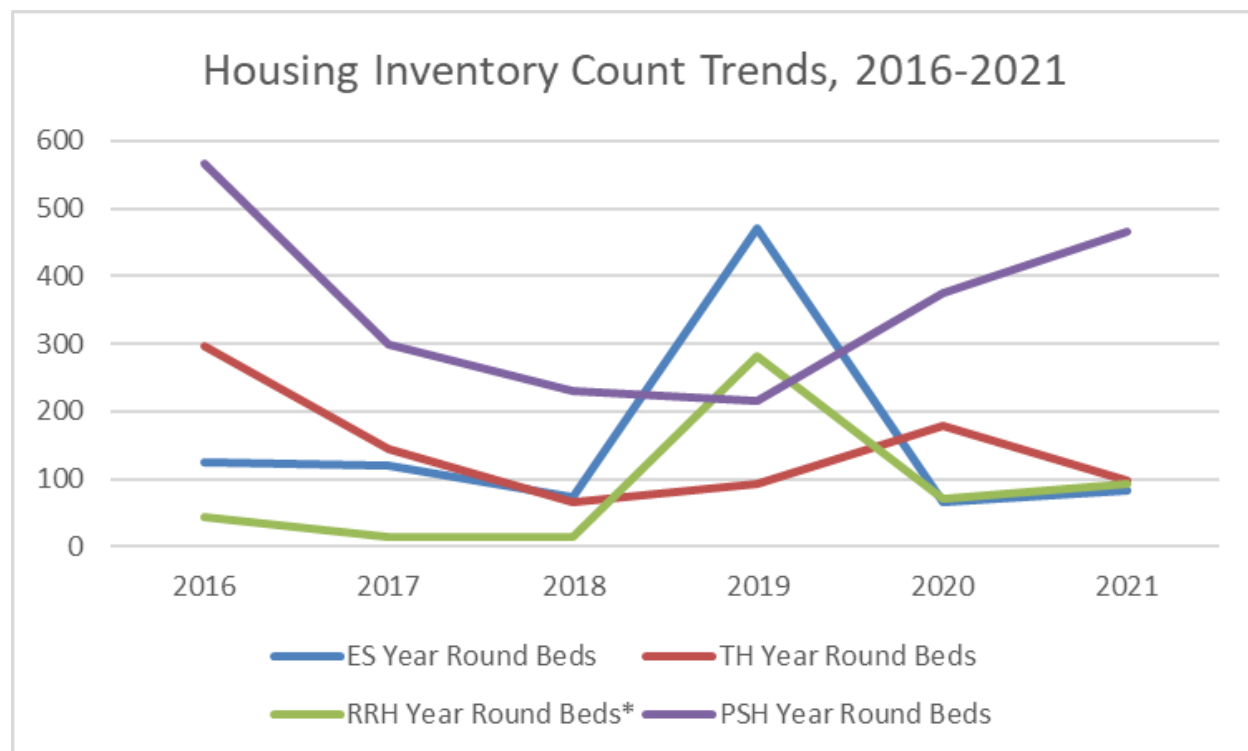
Demographics	#	%
American Indian or Alaska Native	30	<1%
Asian	32	<1%
Black or African American	7326	90%
Mixed Race	449	6%
Native Hawaiian or Other Pacific Islander	12	<1%
White	339	<1%
Hispanic or Latino	365	5%
Not Hispanic or Latino	7,393	95%
Male	2,456	29%
Female	6,100	71%
Non-binary	21	<1%

Current Resources Available to Assist Qualifying Populations

Housing Inventory for Homelessness

According to the 2020 Consolidated Annual Performance and Evaluation Report (CAPER), the County has ensured housing and services to address transitional housing and emergency shelter needs in Fulton County. There are approximately 1,422 total beds offered for people who are homeless by multiple agencies in Fulton County. This includes emergency shelter, transitional rapid re-housing and permanent supportive housing beds. There were hotel/motel nights provided to support 308 Shelter beds for Adults and 159 beds for families with children. There are also 4 beds for unaccompanied youth. In addition, there are 79 beds in transitional housing for families with children and 14 for Adults only plus 20 for Veterans. There are also 4 transitional housing beds for unaccompanied youth.

The Housing Inventory Count (HIC) provides a snapshot of resources available to people experiencing homelessness throughout Fulton County CoC on one night in January. According to the 2021 HIC, Fulton County CoC provided 28 Permanent Supporting Housing year-round beds for survivors of domestic violence. Since 2019, Fulton County CoC has notably increased PSH beds after experiencing a decrease in PSH beds starting in 2016 as shown below.



*RRH include Demonstration Project (DEM) for 2016

Fulton County also provides funds to organizations that provide case management and housing navigation services to assist homeless individuals and families, including those staying in emergency shelters, make the transition to permanent housing and prevent returns to homelessness. Specifically, the County uses ESG funds for rapid rehousing. Traveler's Aid provides case management, legal representation and counseling, emergency financial assistance, and rental assistance. Fulton County Department of Community Development also partners with multiple agencies for the provision of Transitional Housing

(5 agencies) and Permanent Supportive Housing (8 agencies) in Fulton County. Services that are provided to prevent homelessness include:

- North Fulton Community Charities provides emergency financial assistance, thrift shop, food bank, government benefits screening, and rapid rehousing.
- The Community Assistance Center provides rental assistance, food, clothing and education resources for homelessness prevention.
- LIFT Community Development Corp. provides housing and shelter referrals, life and financial skills training, food and clothing giveaways, transportation assistance, education and employment referrals, and mental health and wellness assessments.
- HOPE Atlanta (Travelers Aid) provides rental and security deposit assistance, housing search assistance, one-on-one support, and rapid rehousing, as well as emergency services, crisis intervention, transitional and permanent supportive housing for persons living with HIV/AIDS. HOPE Atlanta's Supportive Services for Veterans and their Families Program funds rapid rehousing and prevention assistance to homeless veteran households.

ESG & HOME-Funded Projects

According to Fulton County's 2020 CAPER, HOME and ESG funds have been used to further affordable housing and homeless prevention through the following programs: down payment assistance, homeless supportive services, homelessness housing and prevention, homeowner rehabilitation, and rental assistance. There were 847 persons served through all the programs funded with HOME & ESG funds in 2020 and Table 8 further describes the families assisted:

- 89 households were assisted through down payment assistance
 - 534 people were assisted through supportive services
 - 153 people experiencing homelessness were provided overnight shelter
 - 30 homeowner houses were rehabilitated
- 67 households were assisted through tenant-based rental assistance (TBRA) or Rapid Re-Housing (RRH).

Table 8: Assistance to racial and ethnic populations by source of funds*

Racial Category	HOME	ESG
White	0	105
Black or African American	82	590
Asian	0	6
American Indian or American Native	0	0
Native Hawaiian or Other Pacific Islander	0	1
Multi-Racial	5	0

In addition, as identified in the strategic plan, HOME funds have been allocated to construct or preserve 30 units of affordable housing.

Additional Housing Assistance Programs

Fulton County residents are served through a variety of assisted housing programs – including public housing, housing choice vouchers, project-based Section 8 units, Section 202 units, Low Income Housing Tax Credit (LIHTC) properties, and Fulton County’s home repair programs and homeownership assistance programs. Number of units and income and family type targeting are summarized below, sourced from the 2020-2024 Fulton County Consolidated Plan:

- *Public housing* – HUD reports about 680 public housing units in Fulton County, including seven apartment communities and about 60 scattered site units, targeted to residents with incomes at or below 50% AMI. Three communities with a total of 56 public housing units – Legacy at Walton Lakes, Woodbridge at Parkway Village, and Providence at Parkway Village – are targeted to seniors.
- *Housing Choice Vouchers* – HUD estimates that there are 3,695 tenant-based HCVs in use in Fulton County, targeted toward senior and family renters with incomes at or below 50% AMI. Eighteen (18) Veterans Affairs Supportive Housing vouchers are also in use. In addition to HUD

vouchers, Fulton County provides tenant-based rental assistance (TBRA) using HOME grant funds. Under the last Consolidated Plan, the County provided TBRA to about 100 households.

- *Project-Based Section 8* – There are six properties with 533 units targeted to households with incomes at or below 50% AMI with project-based Section 8 rental assistance in Fulton County. Most of these units (371) are targeted to seniors and the remaining units (162) are family properties.
- *Other multifamily housing* – Fulton County has three properties with about 122 units with Section 202 (Supportive Housing for the Elderly). These are targeted to seniors with incomes at or below 50% AMI.
- *Low Income Housing Tax Credits (LIHTC)* – There are about 28 LIHTC properties in Fulton County with about 4,000 units targeted to residents with incomes at or below 50% or 60% AMI. About 3,300 units were in family properties and 700 in senior properties.
- *Fulton County Home Repair Services* – The County offers home repair assistance through a Homeowner Rehabilitation Program funded with CDBG funds and a Minor Home Repair Program run by the Department of Senior Services. About 28 homeowners with incomes at or below 80% AMI participated in the Homeowner Rehabilitation Program under the last Consolidated Plan.
- *Fulton County Home Owner Program* – The County assists eligible households with incomes at or below 80% AMI with down payment and closing cost assistance of up to 6% of the home's sale price up to \$10,000. The County assisted about 85 households under the last Consolidated Plan.

Unmet housing and service needs of qualifying populations:

Overwhelmingly, one of the biggest unmet housing and services needs of all qualifying populations is the lack of affordable housing. The following impediments were identified within Fulton County with the 2020 CAPER:

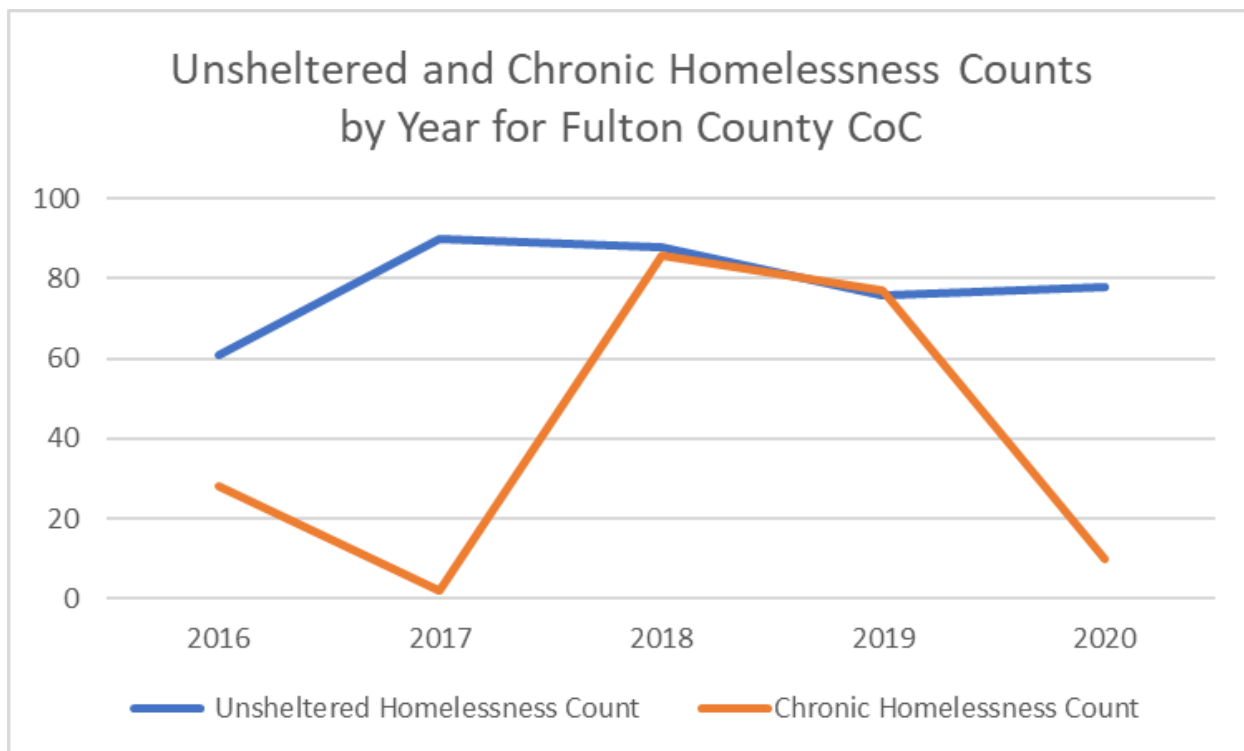
- Affordable housing options are limited in areas of opportunity
- Loss of affordable housing, lack of increase in affordable housing supply, and displacement of residence
- Continued need for investment in neighborhoods and human capital in areas with high racial and ethnic concentrations of poverty
- Insufficient housing for people with disabling conditions near transit and opportunities
- Need for programs and resources accessible to people with limited English proficiency

Homeless as defined in 24 CFR 91.5

In terms of disparities among the homeless population, Black, African American, or African, males, and people with a disability in 2021 exited into temporary or homeless situations at a disproportionately higher rate than enrollments. Black, African American, or African clients made up 88% of known exits into homelessness or a temporary housing situation. That means the Black or African American clients exited from homeless programs at a higher rate than they entered into the homeless system (80% of clients enrolled in homelessness programs were Black, African American, or African). 26% of clients that exited into homelessness or a temporary housing situation had a disabling condition. Compared to the rate of enrollments into homeless programs (27%), males were exiting into homelessness or temporary housing

at a higher rate (43%). These subpopulations are disproportionately not benefiting from resources targeted at people experiencing homelessness.

The number of people experiencing unsheltered homelessness during the night of the PIT Count has remained steady, with a slight uptick between the years of 2016 to 2017. According to the PIT Count, chronic homelessness has fluctuated over the past few years. Chronic homelessness peaked over the past 5 years in 2018 and 2019.



Spikes in chronic homelessness in recent years suggests a need for longer term housing and intensive supportive services to ensure housing stability. There is also a need for resources that can reach people experiencing unsheltered homelessness and open pathways to rapidly house people from places not meant for human habitation. Additional shelter capacity may be needed in order to reduce the number of unsheltered homeless. Stakeholders reported that shelter options are limited in the County, particularly in North Fulton. There is no low-barrier shelter in the County, and hotel/motel vouchers are costly. Stakeholders also confirmed the need for services for individuals once housed, particularly mental health, substance abuse and case management services. Navigation services were also identified by stakeholders as needed to assist people experiencing homelessness successfully navigate the service system and effectuate successful placement in permanent housing.

For formerly homeless families and individuals nearing the end of rapid re-housing assistance, affordable permanent housing is a critical need to prevent a return to homelessness. Other needs include increased, sustainable income (earned and unearned); access to Social Security disability and other mainstream benefits; linkages to health, mental health, and legal services; access to affordable transportation and childcare; and budget counseling, life skills, and other case management and supportive services.

At Risk of Homelessness as defined in 24 CFR 91.5

With 16,694 available rental units within the Fulton County HOME PJ, less than 5% of units are affordable to households below 30% of area median income (AMI). Based on the number of households with extremely low income and severe housing problems, this left a gap of 5,235 units needed to reduce the likelihood that these households might experience homelessness.

[The National Low Income Housing Coalition's 2021 Out of Reach](#) data examines rental housing rates relative to income levels for counties and metro areas throughout the U.S using HUD Fair Market Rents (FMR). Fair Market Rent (FMR) is a standard set by HUD at the county or regional level for use in administering its Section 8 rental voucher program. FMRs are typically the 40th percentile gross rent (i.e., rent plus utility costs) for typical, non-substandard rental units in the local housing market. To afford a two-bedroom rental unit at Fulton County's 2021 FMR of \$1,185 without being cost burdened would require an annual wage of \$47,400. This amount translates to a 40-hour work week at an hourly wage of \$22.79, a 137-hour work week at minimum wage, or a 39-hour work week at the county's average renter wage of \$25.52. To afford a three-bedroom unit at the FMR of \$1,491 would require an annual wage of \$59,640.

In addition, wait times for an affordable and accessible unit can be long for applicants on the public housing or Housing Choice Voucher wait list. HUD's Picture of Subsidized Households data shows that the average household holding an HCV administered by the Housing Authority of Fulton County waited about 2.5 years before receiving it and similar wait times were typical for public housing units. This suggests a general need for more affordable housing options for people with disabilities as well. The HAFC indicated its waiting list was closed and that a high number of vouchers are returned because there is an insufficient pool of landlords willing to accept an HCV. Rents have been increasing, and FMR/Payment Standards cannot compete with market rents, even though HAFC has increased its Payment Standards to 110% FMR. Landlords can be selective in who they lease to given the state of the market and rents they can demand. Fair Housing providers consulted for this Allocation Plan indicated there is no source of income protection in Fulton County.

Stakeholders reported a decrease in resources available for households facing eviction; further, Atlanta Legal Aid indicated that many landlords are unwilling to accept any form of payment unless it is for full arrearage. Due to a lack of affordable inventory, stakeholders expressed a need to keep people housed so as to avoid an increase in shelter census or unsheltered homelessness.

The North Fulton County Homeless Needs Assessment indicated that assistance with motel bills topped the list of unmet needs, having been cited in 235 2-1-1 contacts over the 2019-2021 period. This need is followed by the closely related need for motel vouchers to assist with housing people experiencing homelessness. The consistent presence of these two needs at or near the top of the ranked unmet needs from each of the three years studied may indicate a need for increased shelter capacity to prevent people from having to seek temporary housing in motels in the first place.

According to the stakeholders consulted during the development of this Allocation Plan, the following needs were identified:

- Affordable housing for: seniors; people with disabilities,
- Housing with supportive services for people with behavioral health issues and homeless youth
- Permanent Supportive Housing

- Case management, system navigation, housing search and placement, financial literacy, landlord/tenant mediation, legal services
- Services and housing options for re-entry population
- Expanded mental health services
- More homeless shelters located in South Fulton
- More resources for homeless prevention; it is easier to keep someone housed than to rapidly rehouse them
- Need for outreach services to people who are homeless in North Fulton County, such as showering and laundry services.

Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice

While there are no comprehensive estimates of the number and type of families experiencing domestic violence, dating violence, sexual assault, stalking, or human trafficking in Fulton County, input from local service providers indicate continuing need with regards to emergency shelter, supportive services, and affordable housing. Shelter options for victims of domestic violence are limited-many individuals fleeing domestic violence don't feel comfortable or safe going to a mainstream shelter.

According to the 2021 HIC, the Partnership Against Domestic Violence provides a permanent supportive housing program dedicated to providing housing to adults and children fleeing domestic violence in Fulton County CoC. This PSH program makes available approximately 28 beds and has 9 rooms for survivors. According to aggregate data provided by the Partnership Against Domestic Violence about their facility, most of the people served in 2021 in Fulton County were families and young people. Based on this data, there is a need for programs and services targeted for families and young people fleeing domestic violence in Fulton County.

Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability as defined by HUD in the Notice

The lack of affordable housing can be a significant hardship for low- and moderate-income households and prevent them from meeting other basic needs. Stakeholders and residents reported that affordable housing for families and individuals is a significant issue in Fulton County, and according to the 2016-2020 ACS, housing costs have increased substantially for renters over the last six years. The 2016-2020 Five-Year ACS estimates that there are 170,701 housing units in Fulton County (sans Atlanta), with an occupancy rate of 92%. This is an increase of 6% from the previous five-year estimate. Additionally, rent has been skyrocketing within Fulton County. Median contract rent was about \$821 according to the 2011-2015 ACS and \$1,098 in the 2016-2020 ACS, a 34% increase. American Community Survey data also shows considerable variation in rent and housing costs across Fulton County, with much higher housing costs in the North than in the South.

Affordable housing units for low-income households are geographically concentrated in South Fulton County. The Joint Analysis of Impediments to Fair Housing Choice for the City of Atlanta and Fulton County completed in conjunction with the 2020-2024 Consolidated Plan shows that most affordable housing developments (LIHTC, public housing, project-based Section 8 housing, and other assisted multifamily developments) are in South Fulton County. Housing choice vouchers are also more likely to be used in south Fulton County. Thus, there is potentially a need for more affordable housing units within North

Fulton County to ensure an equitable geographic distribution of resources and opportunities for lower income households. Stakeholders confirmed that in addition to few/no shelter options in North Fulton, there is a shortage of landlords willing to accept rental assistance.

Additionally, seniors and persons with disabilities both find their mobility services limited based on where they live. MARTA Mobility, the paratransit service serving Fulton County, requires that riders live within one mile of a bus line. This restriction can prove difficult for seniors and persons with disabilities living in suburban and rural areas of Chattahoochee Hills, South Fulton, Fairburn and Palmetto, and particularly in car-centric areas of Alpharetta, Johns Creek, Roswell and Mountain Park. Furthermore, service providers note a growing number of elderly that are aging in place that may require accessible units, accommodations for live-in aids or other supports to prevent institutionalization. In addition stakeholders reported that it is difficult to find supportive housing for individuals with behavioral health needs and developmental disabilities.

Gaps Within the Shelter, Housing Inventory, and Service System

According to data from both the point-in-time count and stakeholder input there is a high level of need for homelessness services in North and South Fulton County. There is a recognition that homelessness in North and South Fulton is often less visible than that in the City of Atlanta, as people are living with relatives, in vehicles, or in abandoned buildings. Stakeholders emphasized that homeless individuals often have many needs, including mental health, counseling, and housing, among others, and that getting assistance for these needs is generally a cumbersome process. Participants in interviews and focus groups noted a particular need for:

- Housing that provides access to services and needs such as case management, system navigation, housing search and placement, financial literacy, landlord/tenant mediation and legal services
- Emergency shelter facilities. Providers noted a particular lack of shelter facilities and services in North Fulton.
- Supportive services and housing options for people returning from prison to reintegrate them with society and prevent them from becoming homeless.
- Expanded mental health services.
- Low Barrier Shelter
- Low Barrier Permanent supportive housing.

For the at-risk populations, although there are 80,975 rental units available within Fulton County, less than 5% are affordable to those with extremely low income even though renter households with extremely low income make up 19% of Fulton County's population.⁷ The estimated gap in affordable housing is estimated to be at least 5,235 units. However, this estimate is based on data from 2018. Due to the impact of the COVID-19 pandemic, rising costs of rent, and inflation (both nationally and statewide), this gap is most likely an underestimate.

⁷ Extremely low-income renter households in proportion to the general population calculated using 2020 ACS 5-Year Estimate Table S1101 and 2014-2018 CHAS data.

Additionally, the Fulton County Housing Authority reported six Low-Income Housing Tax Credit (LIHTC) properties in Fulton County will age out of the 30-year affordability period. These are all family properties and together have about 800 units of income-restricted units. Another 16 LIHTC developments with about 2,800 income-restricted units – including a mix of family and senior properties – will enter or be in their 15-year extended use period, during which they may potentially be eligible to request regulatory relief to convert to market-rate.

Supportive Housing Needs for Vulnerable Populations

In FY2020, 15,694 victims and their children were turned away from domestic violence shelters due to lack of bed space in the state of Georgia. This indicates a need for additional shelter space for this qualifying population.

According to 2021 HMIS data for Fulton County CoC, people with disabilities exit into a temporary living situation or homelessness at a higher rate than their entry into the homeless system. People experiencing homelessness in Fulton County report having a higher disability than estimated for the overall population. This population would benefit from targeted federal, state, and local resources (e.g., expanded Medicaid programs, developments close to medical care, and more rental assistance and subsidized housing) to support people with disabilities get into and maintain their housing.

Additional Characteristics Associated with Instability and Risk of Homelessness

The scarcity of housing affordable to individuals and families with very low incomes place vulnerable households at an even greater risk of eviction or homelessness. As identified in Fulton County's Consolidated Plan, individuals and families with an imminent risk of experiencing homelessness, typically have a combination of financial factors present in their lives. These include but are not limited to: job loss or reduction in work hours; loss of Supplemental Security Income (SSI) or Social Security Disability (SSDI); increased childcare, medical, or transportation costs; and chronic physical or mental disabilities. In addition to economic factors, substance abuse and family problems (divorce or death of a family member) are contributing factors to homelessness.

Housing Needs Related to COVID-19 Impacts

The needs faced by Fulton County residents relating to COVID-19 have been extensive and varied as the pandemic has exacerbated affordability issues and other housing needs such as job loss, healthcare challenges, and related anxiety, stress, and mental health needs impacting Fulton County residents. For most of the pandemic, Fulton County (including Atlanta) has had the highest number of COVID-19 in the state of Georgia. A study by Georgia State University found that areas within Fulton County with higher proportions of Black residents (particularly in South Fulton County) had a higher percentages of the population test positive for COVID-19 and had a higher percentage of deaths due to COVID-19⁸.

The pandemic has also precipitated historically unprecedented levels of unemployment and has presented increased challenges for essential workers. Initial claims for unemployment insurance in Fulton County for the month of March 2020 numbered 44,097 compared with a figure of 1,815 for March of 2019, a 2,330% increase (Georgia Department of Labor, Statewide Unemployment Insurance Initial Claims Report, March 2020). Additionally, essential workers who continued to work during the shutdown faced

⁸ <https://ghpc.gsu.edu/2021/05/27/covid-19-health-disparities-exist-within-a-single-metro-county/>

childcare challenges due to schools being closed and transportation needs because of significant cuts and reorganization of public transportation service.

According to the Atlanta Legal Aid, many landlords will only accept payment toward rent arrears if it pays the arrearage in full.

Priority Needs for Qualifying Populations

Based on the preceding information, the priority needs among the qualifying populations include, but are not limited to:

- Increased affordable housing for all qualifying populations, including increased accessible and affordable housing for people with disabilities
- A geographic distribution of housing resources that is more equitable between North and South Fulton County, including providing more affordable housing in North Fulton County
- Additional housing resources for individuals and families Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking. These housing resources should be able to accommodate family and youth.
- More housing programs suited for people with disabilities so that they do not return to homelessness.
- Overrepresented populations in Fulton County's homeless system require equitable access to services to remove barriers and obtain stable housing.

Explain How the PJ Determined the Level of Need and Gaps

The needs and gaps assessment is informed by a variety of sources that report on homelessness, poverty, domestic violence, health, housing inventory counts, and state, local, and federal assistance for the general and special populations. To evaluate the size and demographic composition of qualifying populations within its boundaries, the HOME-ARP PJ enlisted the help of the Fulton County CoC HMIS Lead and Partners Against Domestic Violence to provide recent data on homelessness and domestic violence (respectively). The following publicly available resources were utilized to determine the level of need and gaps in services and housing resources:

- [Point in Time Count, 2020 for Fulton County CoC](#)
- [Housing Inventory Count, 2020 for Fulton County CoC](#)
- [Comprehensive Housing Affordability Strategy \(CHAS\), 2014-2018](#)
- [American Community Survey \(ACS\), 2016-2020](#)
- [Data published by the Prison Policy Initiative](#)
- [National Human Trafficking Hotline](#)
- [Georgia Commission on Family Violence](#)
- [Center for Disease Control's National Intimate Partner and Sexual Violence Survey](#)
- [Intimate Partner and Sexual Violence Survey State Report, 2017](#)
- [Homeless Student Enrollment Data from Local Educational Agency, SY 2019-20](#)
- [Emergency Rental Application Program data published by the Fulton County Government](#)
- [National Low Income Housing Coalition data, 2021](#)
- [2020-2024 Fulton County Consolidated Plan](#)
- [2020 Fulton County Consolidated Annual Performance and Evaluation Report \(CAPER\)](#)

- North Fulton County Homeless Needs Assessment

HOME-ARP Activities

Describe the method(s) that will be used for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors:

Fulton County will issue a Request for Proposals (RFP) from developers, service providers, and/or subrecipient organizations wishing to undertake HOME-ARP Activities. The RFP will, at a minimum, specify eligible applicants, eligible activities, minimum and maximum funding amounts, application thresholds, and underwriting criteria, and will provide instructions on how to submit an application for funding.

Applications may be evaluated according to criteria such as organizational or developer experience, capacity, demonstrated effective grant management experience, services offered, housing need, project readiness, financial capacity to provide 100% of operating expenses, leveraged resources, and whether the proposed project(s) will be maintained during the restricted use period, among other factors.

Describe whether the PJ will administer eligible activities directly:

Fulton County will not directly administer and oversee its eligible activities beyond planning and administration. Rather, it will enter into HOME Agreements with developers of affordable rental housing projects and/or non-congregate shelter, and execute subrecipient agreements with service providers. The County will provide oversight and management of its developer and subrecipient agreements.

If any portion of the PJ's HOME-ARP administrative funds are provided to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program:

Fulton County will not be distributing any portion of its HOME – ARP administrative funds to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan.

Use of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	\$ 2,188,278		
Acquisition and Development of Non-Congregate Shelters	\$ 0		
Tenant Based Rental Assistance (TBRA)	\$ 0		
Development of Affordable Rental Housing	\$ 0		
Non-Profit Operating	\$ 0	# %	5%
Non-Profit Capacity Building	\$ 0	# %	5%
Administration and Planning	\$ 243,944	10 %	15%

Total HOME ARP Allocation	\$ 2,432,222		

Describe how the PJ will distribute HOME-ARP funds in accordance with its priority needs identified in its needs assessment and gap analysis:

The HOME-ARP budget was driven by the priority needs identified as a result of stakeholder consultation and data analysis. Fulton County will distribute 90% of its HOME-ARP allocation for supportive services for qualifying populations. While an overall lack of affordable rental units was one of the most frequently identified unmet needs among stakeholders, the County recognizes it can have a greater impact and serve more households by providing financial assistance, housing search and placement, and stabilization services for the qualifying populations. 10% of the allocation will be used for administration/planning activities.

HOME – ARP funds will be used for individuals or families from all of the following qualifying populations: homeless; at-risk of homelessness; fleeing or attempting to flee domestic violence, sexual assault, stalking, or human trafficking; other populations where providing assistance would prevent the family's homelessness or would serve those with the greatest risk of housing instability.

Describe how the characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis provided a rationale for the plan to fund eligible activities:

The affordable rental housing inventory in Fulton County is severely limited, a challenge that existed long before, and has been exacerbated by, the pandemic. There is increased competition for fewer affordable units throughout the County. This is evidenced by the housing gap exceeding 5,000 units identified by CHAS data. Success in permanent housing is contingent on long-term services; coupled with the fact that inventory is low, there is a local desire and emphasis on keeping people housed. Stakeholders reported a variety of services that were needed but not available, such as case management, system navigation, housing search and placement, financial literacy, landlord/tenant mediation, legal services, all services that will help maintain stability in housing. Therefore, the County will focus resources on providing short-medium term rental assistance, financial assistance and supportive services to households to ensure housing stability.

In 2023, the Fulton County Board of Commissioners approved budget enhancements to increase support for non profit service providers, as well as additional funding to address affordable housing in the County. These resources are made available in addition to the County's HOME-ARP allocation, and together are intended to address the unmet housing and service needs of County.

Nonprofit Support

- **Community Services Program (CSP)** – (Funding - \$6.8M). In 2023 the Board of Commissioners (BOC) increased local general funding from \$5.3M to \$6.8M. CSP funds over 150 nonprofits annually. Grants range between \$25,000 to \$100,000. The services funded are in the areas of: Children and Youth Services, Disabilities, Economic Stability/Poverty, **Homelessness**, Senior Services and Health and Wellness. In 2022, 23 agencies were funded through CSP with grants totaling \$1,063,682. Funds are issued through an annual Request for Proposal (RFP) process.

- **Youth & Youth Homelessness Program** – In 2023 the BOC created a locally-funded Youth Homelessness Program to provide services and housing to youth experiencing homelessness. The program was funded with \$1M in local general funds. The program funds will be issued through a Request for Proposal (RFP) process.

Affordable Housing

- **Tiny Home Pilot Program** - On August 3, 2022, the Board of Commissioners approved \$1M in ARPA funds to develop and construct a tiny home community on up to 0.5 acres of County-owned property.
- **Wellspring Living** – On September 7, 2022, the Fulton County Board of Commissioners passed a resolution allocating a portion of the SLFRF Award it received under ARPA in an amount not to exceed \$500,000.00 (Five Hundred Thousand Dollars) for assistance to Wellspring for capital expenditures related to construction to expand Wellspring’s Campus. Wellspring provides specialized recovery services on its 8-acre Fulton County campus (the “Campus”) through residential and community-based programs for domestic sex trafficking victims and those at risk. The campus provides layers of services, including training and technical assistance, residential care, and transitional housing for women and families. Wellspring Living serves over 300 participants each year, a majority of which are from Fulton County.

HOME-ARP Production Housing Goals

Estimate the number of affordable rental housing units for qualifying populations that the PJ will produce or support with its HOME-ARP allocation:

It is anticipated that the County's HOME ARP funds will be used to create a minimum of five new units affordable to households at or below 30% AMI.

Describe the specific affordable rental housing production goal that the PJ hopes to achieve and describe how the production goal will address the PJ's priority needs:

It is anticipated that the County's HOME ARP funds will be used to create a minimum of five new units affordable to households at or below 30% AMI. It is anticipated that the County's HOME-ARP Allocation will leverage other resources available for affordable housing for the qualifying populations, as described above. The County identified affordable housing inventory as one of its priority needs as a result of the Needs Assessment/Gap Analysis; providing funds for rental housing production directly supports the advancement of that goal.

Preferences

Identify whether the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project:

While all four qualifying populations will be eligible to apply for housing, shelter and services assisted with HOME-ARP, Fulton County intends to establish preference for chronically homeless households, as defined by 24 CFR 91.5. Applicants that qualify for one or more preferences will be given priority admission based on length of time homeless. All other qualifying populations will be selected for services in chronological order of application.

If a preference was identified, explain how the use of a preference or method of prioritization will address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or subpopulation of qualifying population, consistent with the PJ's needs assessment and gap analysis:

The Fulton County PITs indicate a fluctuation in chronic homelessness over the last several years, reaching a peak in 2018 and 2019. The significant drop in chronic homelessness in 2020 may be a result of the pandemic. Spikes in chronic homelessness in recent years suggests a need for longer term housing and intensive supportive services to ensure housing stability. Chronically homeless individuals are often difficult to identify and engage, but are often most in need of housing and services. These populations often require intensive supportive services to achieve and maintain housing stability. These qualifying populations require assistance transitioning to housing, including permanent supportive housing, along with robust supportive services like case management, healthcare, legal services, and other supportive services. With better housing options and wrap-around services, these families will have a higher likelihood of becoming self-sustaining over time.

Establishing a preference for chronically homeless households will serve the most vulnerable among the HOME-ARP qualified populations by providing access to housing, rental assistance and services designed to ensure stability in housing.

Referral Methods

Identify the referral methods that the PJ intends to use for its HOME-ARP projects and activities.

PJ's may use multiple referral methods in its HOME-ARP program. (Optional):

Fulton County will use the Coordinated Entry system as an indirect referral source. That is, the CE will be used for intake in order to add the eligible applicant to a HOME-ARP project waiting list, which will be selected from in accordance with the preference and prioritization (if any) described above.

Coordinated Entry will not be used to admit applicants directly to a HOME-ARP assisted project.

If the PJ intends to use the coordinated entry (CE) process established by the CoC, describe whether all qualifying populations eligible for a project or activity will be included in the CE process, or the method by which all qualifying populations eligible for the project or activity will be covered. (Optional):

As indicated above Coordinated Entry will not be used to admit applicants directly to a HOME-ARP assisted project as it does not include all of the qualifying populations. Referrals will be accepted from other sources including emergency shelters, 2-1-1, Street Outreach programs and service providers. All referrals will be placed on the project(s) waiting list and admitted in accordance with the preference and prioritization (if any) established earlier in this Plan.

If the PJ intends to use the CE process established by the CoC, describe the method of prioritization to be used by the CE. (Optional):

As indicated above Coordinated Entry will not be used to admit applicants directly to a HOME-ARP assisted project, and the CoC CE prioritization will not be utilized to prioritize admission to HOME-ARP assisted projects.

If the PJ intends to use both a CE process established by the CoC and another referral method for a project or activity, describe any method of prioritization between the two referral methods, if any. (Optional):

As indicated above Coordinated Entry will not be used to admit applicants directly to a HOME-ARP assisted project as it does not include all of the qualifying populations. Referrals will be accepted from other sources including emergency shelters, 2-1-1, Street Outreach programs and service providers. All referrals will be placed on the project(s) waiting list and admitted in accordance with the prioritization described earlier in this plan. Source of referral will not give one applicant preference or prioritization over another.

Limitations in a HOME-ARP rental housing or NCS project

Describe whether the PJ intends to limit eligibility for a HOME-ARP rental housing or NCS project to a particular qualifying population or specific subpopulation of a qualifying population identified in section IV.A of the Notice:

Fulton County is not establishing limitations on eligibility.

If a PJ intends to implement a limitation, explain why the use of a limitation is necessary to address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or subpopulation of qualifying population, consistent with the PJ's needs assessment and gap analysis:

Fulton County is not establishing limitations on eligibility.

If a limitation was identified, describe how the PJ will address the unmet needs or gaps in benefits and services of the other qualifying populations that are not included in the limitation through the use of HOME-ARP funds (i.e., through another of the PJ's HOME-ARP projects or activities):

Not applicable.

HOME-ARP Refinancing Guidelines

Fulton County does not intend to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing in order to rehabilitate the units with HOME-ARP funds. If the County determines that it will use HOME ARP for refinancing, the guidelines for doing so will be in conformance with the HOME-ARP program notice and will be submitted to HUD for review.

Appendix A: Consultation Materials

Appendix B: Citizen Participation

Appendix C: SF424s and Certifications

**NOTICE OF PUBLIC HEARING
FULTON COUNTY, GA
HOME-ARP ALLOCATION PLAN AMENDMENT**

Notice is hereby given that Fulton County, GA (County) has prepared a substantial amendment to its HOME-ARP Allocation Plan. This Plan describes how the County intends to allocate \$2,432,222 in HOME-ARP funds, authorized by the American Rescue Plan in April 2021. The proposed amendment reallocates funds budgeted for Non-Congregate Shelter and Rental Housing Development to Supportive Services.

In order to obtain the views of citizens, public agencies, and other interested parties, the County has placed its proposed amendment to the HOME-ARP Allocation Plan on public display at the Fulton County Department of Community Development, and online at <https://www.fultoncountyga.gov/inside-fulton-county/fulton-county-departments/community-development> for 15 days beginning **July 23, 2025 and ending August 7, 2025.**

Fulton County will make reasonable accommodations and services necessary for sensory-impaired and disabled citizens. Additionally, translation services may be offered upon request and availability. Persons requiring such accommodations/services should contact the County by calling (404) 612-7390. For TDD/TTY or Georgia Relay Service Access, dial 711.

Comments on the proposed amendment to the HOME-ARP Allocation Plan can be mailed or hand delivered to the Fulton County Department of Community Development at the address above and must be received by 4:00 p.m. August 7, 2025. Written comments may also be emailed communityfeedback@fultoncountyga.gov by 4:00 p.m. on August 7, 2025.

Comments received before 4:00 p.m. August 7, 2025, will be considered. The County Commissioners are expected to act on the proposed amendment to the HOME-ARP Allocation Plan at the regularly scheduled Commissioners meeting 10:00 a.m. August 20, 2025.

Publication date: On or before July 22, 2025



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0764

Meeting Date: 10/15/2025

Department

Community Development

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

Request approval to enter into a Memorandum of Agreement ("MOA") between Fulton County, as the Fulton County Continuum of Care ("CoC") Collaborative Applicant, and the Georgia Department of Community Affairs (DCA), on behalf of the Georgia Housing and Finance Authority ("GHFA"), to implement the Homeless Management Information System (HMIS). The term is from December 1, 2025, through November 30, 2026. This item is 100% grant funded in the amount of \$77,019.00 (HMIS grant through the DCA).

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

In accordance with O.C.G.A. § 36-10-1, all 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)*

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:

Request approval to enter into a Memorandum of Agreement (MOA) between Fulton County, acting as the Fulton County Continuum of Care (CoC) Collaborative Applicant, and the Georgia Department of Community Affairs (DCA) on behalf of the Georgia Housing and Finance Authority (GHFA). The purpose of this agreement is to implement the Homeless Management Information System (HMIS).

GHFA has designated the Georgia Department of Community Affairs (DCA) as the Homeless Management

Information System (HMIS) Lead for the Georgia HMIS Collaborative. Additionally, as part of the Collaborative, the Fulton County CoC has also designated DCA to manage the Continuum's HMIS and to apply for and receive U.S. Department of Housing and Urban Development (HUD) HMIS funding on behalf of the Continuum of Care.

DCA will oversee the HMIS grant in partnership with Fulton County CoC and will collect cost sharing fees as outlined in the Georgia Cost Sharing Plan.

The cost sharing under this Agreement will be applied as follows:

Project Name: Fulton HMIS Renewal Grant No. (if applicable): GA0232L4B022412

Grant or funding source

- Term: 12/1/2025-11/30/2026
- Grant/Funding Source Amount: \$77,019
- Amount of Grant Retained by CoC (if applicable): \$45,365.80
- Amount of Grant/Funding source retained by DCA: \$31,653.20

Scope of Work: DCA will manage the HMIS grant in collaboration with Fulton County and will, at a minimum, fulfill the following responsibilities: project management, ensuring software system compliance, and providing training and technical assistance.

Community Impact: The Homeless Management Information System (HMIS) enhances community efforts to address homelessness by collecting and analyzing data on individuals and families experiencing homelessness, allowing for more informed decision-making and resource allocation. It fosters collaboration among service providers, helping to improve outcomes by ensuring that individuals receive the appropriate support and services.

Department Recommendation: None

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

461-121-HS25-1160: General Grant Fund, Community Development, Homeless Management Information System (HMIS) Grant, Professional Services

STATE OF GEORGIA
COUNTY OF FULTON

**MEMORANDUM OF AGREEMENT BETWEEN THE GEORGIA HOUSING AND FINANCE
AUTHORITY (“GHFA”) AND FULTON COUNTY, GEORGIA (“FULTON”)**

This Memorandum of Agreement (“MOA”), is made and entered into this 1st day of December, 2025 (the “Effective Date”), by and between Georgia Housing and Finance Authority (“GHFA”), an instrumentality of the State of Georgia, whose address is 60 Executive Park South, NE, Atlanta, GA 30329, and Fulton County, Georgia on behalf of the Fulton County Continuum of Care (“CoC”) (“the Fulton CoC”), whose address is 141 Pryor St. SW, Atlanta, GA 30303, collectively referred to as the “Parties”.

WHEREAS, On July 1, 1996, the Governor and General Assembly assigned GHFA, which acts as the state’s housing agency funding housing and services for disabled individuals and people experiencing homelessness in the State of Georgia, with the Department of Community Affairs (“DCA”), which was created in 1977 to serve as an advocate for local governments, for any purpose necessary or incidental in the administration and performance of GHFA's duties, powers, responsibilities, and functions as provided in O.C.G.A. §50-26-1 et. seq.; and

WHEREAS, GHFA has designated DCA to serve as the Homeless Management Information System (“HMIS”) Lead for the Georgia HMIS Collaborative; and

WHEREAS, the Fulton County CoC, as part of the Georgia HMIS Collaborative, has designated DCA as the HMIS Lead to manage the Continuum’s HMIS, apply for and receive United States Department of Housing and Urban Development (“HUD”) HMIS funding on behalf of their Continuum of Care; and

WHEREAS, DCA will manage the HMIS grant in cooperation with the Fulton County CoC, and will collect Cost Sharing Fees, as agreed upon through the Georgia Cost Sharing Plan (Appendix A), for Services (Appendix B) and Responsibilities, (Appendix C).

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the Parties agree as follows:

1. PURPOSE

The purpose of this MOA is to address the funding obligations delineated for each CoC through the Cost Distribution Plan that was approved by the Georgia HMIS Steering Committee and derived from a HUD funded CoC HMIS dedicated grant or other funding identified by the CoC.

II. APPLICABILITY

This MOA applies to the HMIS Dedicated grant for each CoC. If the CoC does not have a dedicated grant, they are responsible to determine and identify in writing the alternative funding source to cover the cost of the HMIS Implementation.

III. RESPONSIBILITIES

- A. The responsibilities of GHFA and the Fulton County CoC under this MOA are listed in the Appendix C to this MOA.

IV. TERM

The initial term of this MOA shall commence on the Effective Date, the 1st day of December 1, 2025, and terminate on the 30th day of November 2026, unless terminated pursuant to the termination provisions contained in this MOA. A Party desiring to renew this Agreement shall give the other Party at least sixty (60) days' written notice of intent to renew prior to the expiration of the MOA. The term of this MOA may be renewed by mutual consent of the Parties in a written agreement between them signed by their authorized representatives.

V. FUNDING.

DCA and the Fulton County CoC will continue to participate in the commitment of funding the implementation of the Georgia HMIS Implementation as outlined in the Georgia Cost Sharing Plan; to work in cooperation with the HMIS Lead for additional funding opportunities. The Parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State.

VI. COST SHARING

The cost sharing under this Agreement will be applied as follows:

Project Name:	Fulton HMIS Renewal Grant
No. (if applicable):	GA0232L4B022412
Grant or funding source Term:	<u>12/1/2025-11/30/2026</u>
Grant/Funding Source Amount:	<u>\$77,019</u>
Amount of Grant Retained by CoC (if applicable):	<u>\$45,365.80</u>
Amount of Grant/Funding source retained by DCA:	<u>\$31,653.20</u>

VII. CONDITIONS

A. Conditions for HMIS Grant recipients:

Fulton County CoC agrees to allocate Thirty-One Thousand Six Hundred Fifty-Three Dollars and Twenty Cents (\$31,653.20) to GHFA for the Georgia HMIS Implementation, as specified in the Cost Distribution Agreement that was approved May 25, 2017. Furthermore, the Fulton County CoC agrees to:

1. Submit quarterly reimbursements by the last day of the quarter as required by HUD. Note: A quarterly review will be conducted by DCA on behalf of GHFA to ensure reimbursement requests indicate a sufficient spend down rate. In the event no plan has been put forth, and an excess balance is remaining in the grant, GHFA reserves the right to reallocate the balance to another eligible activity.
2. Provide Match documentation.
3. Provide annually updated documents required for the Grants Management to include HB87, HB2, W-9 forms.

B. Conditions for CoC's Using Other Funding Sources: (Complete If Applicable)

N/A agrees to allocate \$ _____ to GHFA for the Georgia HMIS Implementation, as specified in the Cost Distribution Agreement that was approved May 25, 2017 (see attached.) Furthermore, the _____ agrees to:

1. Submit quarterly payments to GHFA by the last day of the quarter as determined by the funding source term noted above.
2. If payment is not received within ninety (90) days of the due date, the ____ will be considered non-compliant with this MOA and must submit a letter to GHFA outlining why payment has not been submitted and the expected date for payment. Non-compliance may lead to termination of the _____ participation in the Georgia HMIS Collaboration.

C. Designated Representative:

The Fulton County CoC will provide a "Designated Representative and an alternate" that agrees to participate in periodic meetings established by GHFA, and to act on behalf of the Fulton County CoC on matters related to the grant's management pertaining to this MOA. GHFA should be notified promptly if any change in representation occurs.

VIII. TERMINATION

This MOA may be terminated upon the Parties' mutual agreement following receipt of a sixty (60) days' written notice, provided by either Party, of their intent to terminate the MOA. Written notices shall be sent to the points of contact listed in the notice provisions of this MOA.

IX. AMENDMENT

This MOA is subject to periodic review by the Parties. Either Party to this Agreement may propose a modification to this MOA at any time. This MOA may be amended during its validity by mutual consent of the Parties in a written agreement between them signed by their authorized representatives.

X. DEFAULT

In the event of any default by GHFA or the Fulton County CoC, of any of their obligations under this MOA, either party shall provide the other with written notice thereof requesting that the breach or noncompliance be remedied within a time period specified in the notice not to exceed thirty (30) days.

XI. NOTICE

All notices, requests, or other communications (excluding invoices) under this MOA shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Notices will be deemed to have been given when received by a Party.

GHFA:

60 Executive Park South, NE
Atlanta, GA 30329
Attn: Jeanette Pollock
(404) 679-3177
Email: jeanette.pollock@dca.ga.gov

With a copy to:
60 Executive Park South, NE
Atlanta, GA 30329
Attn: Jareny King
Email: jareny.king@dca.ga.gov

FULTON COUNTY, GEORGIA:
137 Peachtree Street, SW
Atlanta, GA 30303
Attn: Dawn Butler
Office: 404.808-4150
Email: Dawn.Butler@fultoncountyga.gov

XII. DISPUTE RESOLUTION

Any dispute between the Parties arising under this MOA, other than relating to default in payment or obligations, shall be resolved informally by persons designated by each Party or by them through direct negotiations to settle the matter in a spirit of cooperation.

XIII. COOPERATION

The Parties agree to cooperate fully regarding the implementation of this MOA.

XIV. MISCELLANEOUS.

A. Georgia Open Records Act.

The Parties acknowledge that this MOA is subject to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., which requires that public records be open and available for inspection by any member of the public.

B. Entire Agreement.

This MOA constitutes the entire agreement between the Parties. There are no representations either oral or otherwise, other than those expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date first written above. Each of the Parties hereto shall cause this MOA to be executed in duplicate by the duly authorized officer, with each Party to receive one of the duplicate texts, which shall each have equal authenticity.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attest:

Tonya R. Grier
Clerk to the Commission

Approved as to Form:

Y. Soo Jo, County Attorney

GEORGIA HOUSING AND FINANCE
AUTHORITY (“GHFA”)

Philip Gilman
Deputy Commissioner,
Housing Assistance and
Development

Appendix A

2017 Approved Georgia HMIS Cost Distribution Plan

Background

- HUD Field Office (“FO”) asked for HUD Technical Assistance (“TA”) to review and validate all revenue and expenditures for YEAR 1 HMIS costs and YEAR 2 proposed revenue and expenditures.
- On April 21 Dan Fox and Darlene Mathews had a briefing with the HUD FO to review and confirm budget actuals for Year 1 and proposed budget for Year 2 ○ Outlined the need to determine a cost distribution structure to pay for the balances that remain from Year 1 costs and ongoing cost.
- HUD will accept the cost distribution structure voted on by the HMIS Steering Committee.
- HUD TA will provide cost structure for HUD FO for review once it is approved by the HMIS Steering Committee.

Purpose

Ensure that all CoC’s that participate in the Georgia HMIS have a full understanding of the cost associated with transitioning software

- Review Year 1 transition costs (Actual) June 2016- May 2017
- Review Year 2 projected costs (Budget) June 2017-May 2018
- Present cost sharing options
- Discuss strategies for meeting costs

Year 1 Transition Budget (Actuals)

- Revenue presented is cash on hand (income) available to pay bills.
- Expenditures are costs (expenses) that have been incurred.
- In-Kind contributions such as non-cash match are not included in this presentation.

Year 1 - Revenue Side

BALANCE OF STATE HMIS GRANT	TOTAL CASH MATCH CONTRIBUTED TO SYSTEM IMPLEMENTATION FROM NON GHFA GRANTS	CASH MATCH CONTRIBUTED TO HMIS IMPLEMENTATION FROM GHFA	GHFA AND GA ESG ADDITIONAL CONTRIBUTION	OTHER COC CONTRIBUTION TO SYSTEM-ATL, DEKALB, FULTON
\$620,000.00	\$0	\$136,000.00	\$196,750.00	\$171,695.00
This is the grant that GHFA has out of their BoS portfolio that pays for implementation		This is GHFA's cash match that is contributed towards the Statewide implementation	This is one time additional funding that the State of GA contributed to extra HMIS costs incurred in the first year from ESG and GHFA	Atlanta, DeKalb and Fulton each made one time contributions to the additional one time costs in the first year of implementation. These contributions supported project management and system implementation costs
TOTAL REVENUE IMPLEMENTATION YEAR 1				\$1,124,445.00

Year 1 – The Expenditure Side

GA STATEWIDE IMPLEMENTATION PROJECT MANAGEMENT	BALANCE OF STATE COC STAFF	SOFTWARE SOLUTION	SYSTEM ADMINISTRATION (DE- CENTRALIZED)	SYSTEM ADMINISTRATION (CENTRALIZED)	1 TIME SYSTEM IMPLEMENTATION COSTS
Time devoted by DCA staff on Project Management, Grant Management, Financial Management, Database Management and compliance	Time devoted by DCA staff on Balance of State only project management activity	Cost for ClientTrack Software	1 of 2 options for System Administration support that is less intensive	1 of 2 options for System Administration support that is more intensive and comprehensive	Costs associated with transitioning software including 1) data migration of data elements, 2) data migration of case notes 3) testing transitioned data by contractors
\$177,760.00	\$200,000	\$247,000.00	\$150,000.00	NA	\$561,973.25
TOTAL COSTS IMPLEMENTATION YEAR 1					\$1,336,733.25

Year 1 – Cost Summary

REVENUE	\$1,124,445.00
EXPENITURE	\$1,336,733.25
BALANCE	\$212,288.25

Year 1 – Cost Distribution Option

COST SHARING THROUGH GRANTS		
Atlanta	\$78,268.00	27%
Augusta	\$49,808.00	27%
Cobb	\$10,747.00	27%
Fulton	\$20,658.00	27%
DeKalb	\$41,002.20	27%
Savannah	\$10,000.00	Minimum Assessment
Athens	\$10,000.00	Minimum Assessment
TOTAL	\$220,483.20	

Year 2 – The Revenue Side

BALANCE OF STATE HMIS GRANT	CASH MATCH CONTRIBUTED TO HMIS IMPLEMENTATION FROM GHFA	GHFA AND GA ESG ADDITIONAL CONTRIBUTION
\$620,000.00	\$100,000.00	\$0
This is the grant that GHFA has out of their BoS portfolio that pays for implementation	This is GHFA's cash match that is contributed towards the Statewide Implementation	This is one time additional funding that the State of GA contributed to extra HMIS costs incurred in the first year from ESG and GHFA
TOTAL REVENUE IMPLEMENTATION YEAR 1 \$720,000		

Year 2 – The Expenditure Side – Option 1

GA STATEWIDE IMPLEMENTATION PROJECT MANAGEMENT	BALANCE OF STATE COC STAFF	SOFTWARE SOLUTION	SYSTEM ADMINISTRATION (DE-CENTRALIZED)	SYSTEM ADMINISTRATION (CENTRALIZED)	1 TIME SYSTEM IMPLEMENTATION COSTS
Time devoted by DCA staff on Project Management, Grant Management, Financial Management, Database Management and compliance	Time devoted by DCA staff on Balance of State only project management activity	Cost for Client Track Software	1 of 2 options for System Administration support that is less intensive	1 of 2 options for System Administration support that is more intensive and comprehensive	Costs associated with transitioning software including 1) data migration of data elements, 2) data migration of case notes 3) testing transitioned data by contractors
\$266,600	\$196,155	\$247,000.00	\$250,000.00 (See next slide outlining potential distribution of tasks/roles)	NA	\$0
TOTAL COSTS IMPLEMENTATION YEAR 1					\$959,755.75

System Administration Using De-Centralized Support Model

Agency Admin – Level 1

- Password resets for organization (system permission)
- Manage and track required documentation for users and agency
- Communication point for Agency wide HMIS messaging
- Send out training links
- Answer general questions/redirecting to appropriate resources
- Track known users for agency (will roll up info to CoC)
- Agency will need to have at least one Agency Admin

CoC Admin – Level 2

- Create and edit data explorer –basic custom reporting
- Create and manage setup data -services, grants, projects
- Read access to view form designer elements
- User account management (PW resets, NOT creation, system permissions, some configuration)
- Manage required agency forms – User, Agency, CoC
- First take on tickets – will be responsible for tickets involving areas they've been trained on.
- Communicate point for CoC Users
- Respond to basic "How To" questions
- Sending out training links
- Answering general questions/redirecting to appropriate resources
- Custom Trainings

System Admin – Level 3

- User Account creation and management
- Issue management
- Escalated issues
- Modifications/Configurations
- Baseline Trainings
- Coordinated Entry Solutions
- Creating and managing Knowledge Base
- Steering Committee Meetings
- Communications

Levels Supported by System Admin

- Level 1 Support – Agency Admin
- Level 2 Support – CoC Admin
- Level 3 Support – System Admin

Year 2 The Expenditure Side: Option 2

GA STATEWIDE IMPLEMENTATION PROJECT MANAGEMENT	BALANCE OF STATE COC STAFF	SOFTWARE SOLUTION	SYSTEM ADMINISTRATION (DE-CENTRALIZED)	SYSTEM ADMINISTRATION (CENTRALIZED)	1 TIME SYSTEM IMPLEMENTATION COSTS
Time devoted by DCA staff on Project Management, Grant Management, Financial Management, Database Management and compliance	Time devoted by DCA staff on Balance of State only project management activity	Cost for Client Track Software	1 of 2 options for System Administration support that is less intensive	1 of 2 options for System Administration support that is more intensive and comprehensive	Costs associated with transitioning software including 1) data migration of data elements, 2) data migration of case notes 3) testing transitioned data by contractors
\$266,600	\$196,155	\$247,000.00	\$0	\$637,000 (See next slide outlining potential distribution of tasks/roles)	\$0
TOTAL COSTS IMPLEMENTATION YEAR 1					\$1,346,755.75

System Administration Using the Centralized Support Model

Year 2 – Cost Summary

REVENUE	\$720,000
EXPENITURE OPTION 1	\$959,755.75
BALANCE OPTION 1	\$239,755.00
EXPENITURE OPTION 2	\$1,346,755.75
BALANCE OPTION 2	\$626,755.00

Note: Balance Option 1 and 2 are the remaining balances after exhausting GHFA funds.

Cost Distribution Summary Option 1 – Approved Selection

CoCs Cost Sharing Organized by Annual Renewal Demand Tiered Distribution YEAR 2: OPTION A			
			\$239,755
Tier 1	Augusta	8%	\$19,180.40
Tier 1	Athens	8%	\$19,180.40
Tier 1	Savannah	8%	\$19,180.40
Tier 2	Cobb	14%	\$33,565.70
Tier 2	Fulton	14%	\$33,565.70
Tier 3	DeKalb	18%	\$43,155.90
Tier 4	Atlanta	30%	\$71,926.50
		Total	\$239,755.00

Cost Distribution Summary Option 2

CoCs Cost Sharing Organized by Annual Renewal Demand Tiered Distribution YEAR 2: OPTION B			
			\$626,755.00
Tier 1	Augusta	8%	\$50,140.40
Tier 1	Athens	8%	\$50,140.40
Tier 1	Savannah	8%	\$50,140.40
Tier 2	Cobb	14%	\$87,745.70
Tier 3	Fulton	14%	\$87,745.70
Tier 4	DeKalb	18%	\$112,815.90
Tier 5	Atlanta	30%	\$188,026.50
		Total	\$626,755.00

Appendix B

Eligible Services:

Cost sharing fees may be applied to services under the HUD eligible budget line item categories: Equipment, Software, Personnel, Services, Space & Operations.

Equipment

Central server(s)
Personal computers and printers
Networking
Security

Software

Software/User
Licensing Software
Installation Support and
maintenance supporting
Software Tool

Personnel

Project management /
Coordination Data
Analysis
Programming
Technical Assistance and
Training Administrative
Support
Staff

Note: Technical Assistance and
Training funds may be used for
travel, hotel, and per diem costs
for HUD - approved HMIS
training sessions

Services

Training by Third Parties
Hosting / Technical
Services Programming:
Customization
Programming: System
Interface Programming:
Data Conversion
Security assessment and
setup Online
Connectivity (Internet
Access)
Facilitation
Disaster and Recovery

HMIS Space & Operations

Space costs
Operational costs

Appendix C

Responsibilities of the HMIS Lead

The parties designate DCA as the HMIS Lead. DCA agrees, at a minimum, to carry out the following responsibilities to the best of its ability:

Project Management

- Oversee the day-to-day operations and management of the Georgia HMIS Implementation; • Enter into a MOA with each CoC for the purpose of enacting the Georgia HMIS Implementation.
- Obtain and maintain Georgia HMIS Participation Agreements with all participating agencies and users;
- Administer each CoCs required funding contributions to the Georgia HMIS Implementation which may include HUD HMIS awards or outside funding as determined by the CoC, in accordance with the MOAs between GHFA and each Collaborative Applicant;
- The Services in Exhibit A are subject to change based on unforeseen circumstances and/or other factors beyond the control of GHFA and the CoCs. Each CoC shall be reasonably consulted on all budget changes, however, GHFA shall have final authority over final costs and the final scope of the work outlined in this Agreement.
- Provide staff support for Georgia HMIS Steering Committee;
- Develop and maintain a process for the Georgia HMIS Steering Committee to submit, track, review, and recommend requests for system enhancements and development projects; and
- Develop and maintain a tracking and communication process that will allow the Georgia HMIS Steering Committee to stay informed about the activities of the software related to compliance, enhancements, bugfixes, and new development projects.

System Functionality

- Enter into a formal contractual relationship with the software vendor which outlines the requirements and responsibilities of the software vendor, including those required by HUD and its Federal partners through its data and technical standards, statutes, regulations, notices, etc.;
- Ensure that the vendor's software system maintains timely compliance with all relevant current and future data and technical standards, statutes, regulations, and notices;
- Ensure that the vendor's software system maintains timely compliance with any other required standards set by other federal partner and state programs that require HMIS use;
- Ensure that the vendor's software system, within reasonable development timeframes, provides CoCs with the ability to produce all HUD required reports, including related reports needed to assess data quality, timeliness, and completeness; and,

- Provide CoC Administrators with tools necessary to monitor participating agency compliance with Federal Data Standards, including reports and access to raw agency data; and
- Ensure that the vendor's software continues to meet the needs of the Georgia HMIS Collaborative.

Georgia HMIS Standard Operating Procedures

- Develop and maintain Georgia HMIS Standard Operating Procedures in accordance with HUD requirements and notices and CoC need for approval by the Georgia HMIS Steering Committee;
- Develop and maintain a privacy plan, security plan, and data quality plan for the participating agencies of the Georgia HMIS Collaborative in accordance with HUD requirements for approval by the Georgia HMIS Steering Committee;
- As specified by MOA with each CoC, assist CoCs in monitoring participating agency compliance with security, privacy, and confidentiality policies.

Training and Technical Assistance

- Establish a CoC Admin User Group to engage and encourage support amongst CoC Admins.
- Develop minimum training requirements for participating agency users for approval by the Georgia HMIS Steering Committee;
- Ensure required basic training is available to participating agency staff and accessible on a regular basis;
- Identify and provide additional training that may be needed to ensure good data quality for HUD and the Federal partners;
- Ensure technical assistance and help desk support is available and accessible to participating agencies on a regular basis; and
- Ensure CoCs have access to reports, technical assistance, and training required to develop a data quality improvement plan when necessary.

Responsibilities of the Continua of Care

Each CoC entering into this MOA agrees to participate in the Georgia HMIS Implementation with DCA, on behalf of the GHFA, as the designated HMIS Lead Agency. Further, each CoC agrees to collaboratively govern the Georgia HMIS Collaborative through the By-laws and participation requirements of the Georgia HMIS Steering Committee.

Governance Commitments

- Collaborative Applicant agrees to fully participate in the Georgia HMIS Implementation and follow the By-Laws of the Georgia HMIS Steering Committee. This shall include, at a minimum, incorporating reference to the Georgia HMIS Implementation, including Georgia HMIS Steering Committee participation and adoption of its By-Laws, into local CoC governance documentation. Full compliance with this action requires the following additional commitments from the CoC:

- Adopt and/or re-affirm adoption of the Georgia HMIS Steering Committee By- Laws and participate in an annual review and request updates to the By- Laws;
 - Appoint two voting members, in writing, as specified in Section IV of the ByLaws, to serve on the Georgia HMIS Steering Committee to provide oversight of the Implementation and represent the CoC in GA HMIS Collaborative decision-making;
 - Formalize and document the local process by which representatives to the Georgia HMIS Steering Committee are appointed and vested with the authority to act on behalf of the CoC on all matters related to the Georgia HMIS Implementation;
 - Incorporate and follow the standards and processes adopted by the Georgia HMIS Steering Committee with regards to monitoring HMIS participating agencies as defined in the Georgia HMIS Implementation's Standard Operating Procedures (SOPs); and
- Georgia HMIS Standard Operating Procedures Each CoC agrees to comply with:
 - The Georgia HMIS Standard Operating Procedures;
 - The privacy plan, security plan, and data quality plan for the Georgia HMIS Collaborative;
 - Compliance monitoring of participating agencies; and
 - Operational Responsibilities Each CoC agrees to:
 - Enter into a Memorandum of Agreement with DCA, as the HMIS Lead, for the provision of HMIS services;
 - Accept the HMIS software, chosen by the Georgia HMIS Collaborative as the designated software for its CoC;
 - Designate DCA as the HMIS Lead to manage the CoC's HMIS and apply for/receive HUD HMIS funding on behalf of its CoC;
 - Designate at least one user in the CoC to be a CoC Administrator, who would be authorized to have administrative-level access to the data for the specific CoC for the purposes of providing CoC level oversight and user support, as well as to monitor agency compliance with Federal Data Standards;
 - Ensure HMIS participation by participating agencies as established by the Georgia HMIS Implementation's Standard Operating Procedures of the Georgia HMIS Collaborative and any additional policies and procedures established by its respective CoC;
 - Direct all requests and concerns to the HMIS Lead, including, but not limited to software vendor management, HMIS enhancements, system errors, and project status to allow the HMIS Lead to more efficiently manage communications and centralize feedback and input across all participating CoCs;
 - Require that participating agency users meet the minimum training requirements established by the Georgia HMIS Steering Committee;

- Ensure the commitment of funding for the Georgia HMIS Implementation; ○ Ensure HMIS privacy and security protocols are integrated into participating agency policies and practices;
- Require that all participating agencies and users in the CoC comply with Georgia HMIS Standard Operating Procedures;
- Conduct ongoing data analysis and evaluation to help drive planning and funding decisions;
- Provide support, as needed to the HMIS Lead, in the preparation of all HUD required applications or reports related to HUD HMIS funding; and
- Prepare, review, and submit all HUD required Continuum-level reports (Annual Homeless Assessment Report, and System Performance Measures) with support from the HMIS Lead.

Revision Update

10/25/2022	- Formatting updates - Updated document date - Added 2017 Approved Cost Distribution Plan as Appendix A - Moved Services to Appendix B - Moved Responsibilities to Appendix C
12/16/2024	- Annual update



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0765

Meeting Date: 10/15/2025

Department

Community Development

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

Request approval of the Community Agreement (Attachment "A") between Fulton County, Georgia, acting through its Department of Community Development, and The Barack Obama Foundation, on behalf of its My Brother's Keeper Alliance. The Agreement outlines the purpose, expectations, and parameters of the County's participation with the Foundation's My Brother's Keeper Alliance's Leadership Network. The agreement does not require funding from the county.

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

Pursuant to O.C.G.A. Sec. 36-10-1, All contracts entered into by the county governing authority with other persons in behalf of the county shall be in writing and entered on its minutes

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

Choose an item.

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

Summary & Background The Department of Community Development requests approval of the Community Agreement (Attachment "A") between Fulton County, Georgia, acting through its Department of Community Development, and The Barack Obama Foundation, on behalf of its My Brother's Keeper Alliance. The Agreement outlines the purpose, expectations, and parameters of the County's participation with the Foundation's My Brother's Keeper Alliance's Leadership Network. The agreement does not require funding from the county.

Scope of Work: The My Brother's Keeper (MBK) Alliance oversees the MBK Alliance's Leadership Network, a collective of communities across the nation. This network addresses the persistent lack of opportunities faced by boys and young men of color, aiming to help all young people reach their full potential. Each member of the network strives to achieve population-level change in one of the six MBK milestones within their own community. Through shared learning and regional and national collaborations, participants in the network support each other to shift systems and create lasting change. The MBK milestones are a priority within the Children and Youth Services category of the Community Services Program (CSP).

Community Impact: My Brother's Keeper's Alliance addresses persistent opportunity gaps faced by boys and young men of color and ensure that all young people can reach their full potential.

Department Recommendation: Request approval of the Community Agreement (Attachment "A") between Fulton County, Georgia, acting through its Department of Community Development, and The Barack Obama Foundation, on behalf of its My Brother's Keeper Alliance.

Project Implications: On October 15, 2014, the Fulton County Board of Commissioners passed a resolution supporting the My Brother's Keeper (MBK) Community Challenge (Agenda item #14-0861). As a result, programs and services that align with one or more of the six national milestones of the MBK Alliance are a priority within the Children and Youth Services category of the county's Community Services Program (CSP).

Community Issues/Concerns: The Department of Community Development 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.

Total Contract Value

This Request: \$0.00



My Brother's Keeper Alliance Community Agreement

This Community Agreement ("**Agreement**") is made and entered into as of the date of the last signature below ("**Effective Date**") by and between **FULTON COUNTY, Georgia**, a political subdivision of the State of Georgia, acting through its Department of Community Development, (the "**Backbone**" or "**You**" or "**Your**") and The Barack Obama Foundation, a District of Columbia nonprofit corporation having 501(c)(3) status under the Internal Revenue Code (the "**Foundation**"). (The Foundation and the Backbone may be individually referred to herein as "**Party**" and collectively as "**Parties**".)

This Agreement outlines the purpose, expectations, and parameters of Your participation with the Foundation's My Brother's Keeper Alliance's Leadership Network. The Foundation has the right to unilaterally amend the Foundation Policies, such Foundation Policies are subject to change at the Foundation's sole discretion without notice to You, and if so, the revised Foundation Policies will apply to You; provided that Backbone may terminate the Agreement with 30 days written notice if it does not agree to the Foundation's changes to its policies and guidelines. By signing this Agreement, You acknowledge that You have received, read, and accepted this Agreement.

1. **About.** The Foundation's My Brother's Keeper ("**MBK**") Alliance manages the MBK Alliance's Leadership Network (the "**MBK Leadership Network**" or the "**Program**"), a nationwide collective of MBK Communities that have answered former President Obama's call to change outcomes for boys and young men of color. Each participant of the MBK Leadership Network works to build their MBK Community to achieve population level change in an MBK Milestone (described below as the "Six Milestones") as outlined in the Pathway to Population Level Change rubric. Participants engage with the rest of the MBK Leadership Network for shared learning, regional and national collaborations, and support to shift systems towards population level change. The MBK Alliance convenes the MBK Leadership Network virtually and in-person to improve and accelerate local collective efforts to achieve the Six Milestones. All programming, functions, events, webinars, and other virtual communications related to the Program, MBK Communities and/or the subject matter of this Agreement shall be governed by this Agreement, regardless of whether or not Foundation staff are actively moderating, facilitating, or otherwise present.
2. **Key Definitions.**
 - a. **MBK Leadership Network.** A nationwide collective of backbones who are actively working to achieve population level change in an MBK Milestone (described below as the "Six Milestones") as outlined in the Pathway to Population Level Change rubric. Backbones engage with the rest of the MBK Leadership Network for shared learning, regional and national collaborations, and support to shift systems towards population level change. The Six Milestones are: (i) entering school ready to learn; (ii) reading at grade level by third grade; (iii) graduate from high school; (iv) complete post-secondary education or training; (v) all youth out of school are employed; (vi) all youth safe from violent crime.
 - b. **MBK Community.** A Backbone-led coalition of organizations, agencies, and individuals within a specific geographic area that have made a public commitment to shift outcomes for boys and young men of color by addressing the Six Milestones from cradle to career. To register with the MBK Leadership Network, an MBK Community must (i) identify a Backbone and Backbone Lead to register with the MBK Leadership Network, and (ii) commit to Certification and the Pathway to Population Level Change.
 - c. **MBK Backbone ("**Backbone**").** An existing staffed entity with a specific set of skills serving as the financial and organizational lead entity of an MBK Community's MBK efforts. The Backbone coordinates the MBK local action plan and affiliated local MBK stakeholders (i.e., community members, local leaders, etc.). Backbones are the primary point of contact for a MBK Community and work closely with the MBK Alliance to receive coaching, technical assistance and support. The

Backbone translates their learnings and coordinates with their MBK Community Members to advance the impact in the Six Milestones. All Backbones must:

- i. Be either a public/ private partnership, designated community-based organization, governmental appointed agency, or tribal designated entity.
 - ii. Register with the MBK Alliance and participate in the MBK Leadership Network.
 - iii. Notify the MBK Alliance when a Backbone Lead transitions.
 - iv. Be approved by the Foundation. The Foundation may, in its sole discretion: (A) deny any specific Backbone entry into the MBK Leadership Network; and (B) remove any specific Backbone from the MBK Leadership Network.
- d. **MBK Community Members.** Entities within an MBK Community that contribute to systems change work in a specific geographical area, including organizations, entities or individuals working on various components of an MBK action plan. Backbones are responsible for monitoring and managing their MBK Community Members.
 - e. **MBK Community Coach (“Coach”).** The Coach provides regional support for MBK Communities to increase their impact. The Coach works directly with the Backbone and serves as a two-way liaison between the MBK Alliance and local communities by providing technical assistance to (i) enhance community understanding of MBK Alliance standard of excellence, and (ii) strengthen community and the MBK Leadership Network through frequent engagement and reporting of community challenges and successes. Coaches are identified and appointed by the Foundation.
 - f. **Backbone Leads.** Each Backbone is represented by a primary individual contact (“**Primary Lead**”) and secondary individual contact(s) (“**Secondary Lead**”, together, with the Primary Lead, “**Backbone Leads**”) who serve as liaisons to the MBK Leadership Network and MBK Alliance and lead MBK efforts in their MBK Community to advance meaningful policy and programmatic shifts. Backbones are responsible for selecting, monitoring, managing their Backbone Leads; provided, however, the Foundation may, in its sole discretion: (i) deny any specific Backbone Lead; and (ii) have You remove and replace any designated Backbone Lead.
 - g. **MBK Certification (“Certification” or “Certified”) and the Pathway to Population Level Change.** Certification is the first step on the **Pathway to Population Level Change** which supports an MBK Community to achieve population level impact for boys and young men of color in one of the Six Milestones. Certification is achieved by building a collective impact infrastructure aligned with the MBK Equity Framework, documenting those efforts in the MBK Leadership Network’s Online Platform (“**Online Platform**”) and receiving formal approval from the MBK Alliance. Each Certified MBK Community maintains their Certification by participating in ongoing continuous improvement towards population level impact as a part of the MBK Leadership Network.

3. **Benefits of Serving as a Backbone.**

- a. **Programming.** Over the course of the Term, the Foundation may provide Backbones with the following programming opportunities:
 - i. **Virtual Sessions.** The Foundation may invite the Backbone to virtual sessions through the MBK Leadership Network.
 - ii. **Networking Opportunities.** The Foundation may provide Backbones with networking opportunities with other organizations working with the MBK Alliance.
- b. **Foundation Events.** The Foundation may invite Backbones to participate in programming, functions, events, meetings, and/or webinars hosted by the Foundation (whether in-person or virtual, “**Foundation Events**”) as they occur.
- c. **Publicity.** The Foundation may spotlight Backbones on various media, including its digital channels like its website and social media pages.
- d. **Online Platform.** Backbones will be granted access to the Online Platform, as further described below.

4. Roles & Responsibilities.

- a. **Your Role as a Backbone.** Backbones and any of the Backbone Leads, Backbone’s directors, officers, managers, employees, contractors, subcontractors, agents, representatives, affiliates, volunteers, and any other person under the Backbone’s direction or control or acting with authority from the Backbone (“**Backbone Personnel**”) are expected to comply with this Agreement at all times, including, for the avoidance of doubt, at Foundation Events and in virtual spaces, and regardless of the Foundation’s presence. Backbones are also responsible for managing and monitoring your MBK Community Members. By signing this Agreement, You agree to work towards Certification and the Pathway to Population Level Change.
- b. **Focus on Results.** The MBK Alliance is working to create population level change across the Six Milestones and consequently, all MBK Leadership Network engagements should ultimately be in service of this goal.
- c. **Code of Conduct.** Foundation Events, tools, and services are meant to foster meaningful and inclusive collaboration that advances the Six Milestones and builds the collective impact infrastructure that leads to lasting results. Backbones and Backbone Leads agree to uphold, and to ensure that Backbone Guests are aware of and uphold, the following Code of Conduct at all times, including, for the avoidance of doubt, at Foundation Events or in virtual spaces, and regardless of the Foundation’s presence:
 - i. Provide a safe, respectful, and welcoming environment where all are allowed to fully express their ideas and opinions free from discrimination or harassment;
 - ii. Use best judgment to maintain appropriate, safe physical and nonphysical boundaries;
 - iii. Maintain the highest professional and ethical standards and conduct itself in a professional, respectful, tolerant, and inclusive manner at all times;
 - iv. Act in a manner that reflects positively upon the Foundation and the MBK Alliance, and inspire confidence, respect, and trust at all times, both during and outside Foundation Events;
 - v. Foster collaboration for the purpose of generating ideas that empower, share, innovate, learn, and develop the capacity to activate change;
 - vi. Value everyone’s ideas, skills, and contributions;
 - vii. Listen as much as you speak, ask respectful questions, and demystify context;
 - viii. Foster energy that builds “yes, and” ideas and permit the ability to stretch;
 - ix. Prioritize access for and input from those who are typically excluded or socially-marginalized;
 - x. Actively involve diverse voices and those with subject matter expertise in all decision-making processes;
 - xi. Ensure that relationships and conversations between and among the MBK Leadership Network and MBK Alliance are respectful, participatory, and productive; and
 - xii. Ensure that Foundation property and technology are not broken, damaged, or interfered with.

The Foundation reserves the right to ask any Backbone or Backbone Personnel in violation of this Code of Conduct to leave the MBK Leadership Network or any MBK Leadership Network-sponsored activity. The Foundation also may immediately remove any Backbone or Backbone Personnel from the MBK Leadership Network for cause without obligation, if, at any time, the following occurs: (a) the Backbone or any Backbone Personnel becomes the subject of or causes shame, scandal or embarrassment to themselves or to the Foundation through any statement, action, or association known to the general public; (b) the Backbone or any Backbone Personnel is convicted of a crime of moral turpitude or commits any felony or acts of fraud, theft, or embezzlement; or (c) the Backbone

or Backbone Personnel engages in any conduct in violation of Foundation policies and detrimental to the business, operations, or reputation of the Foundation.

5. **Engaged MBK Communities.** The MBK Alliance considers an MBK Community and their Backbone engaged when it:
 - a. Communicates regularly with their Coach and as requested by the MBK Alliance and/or Foundation and abiding by the Communications described below.
 - b. Attends meetings and check-ins scheduled by the Foundation, MBK Alliance, and/or Foundation affiliates.
 - c. Completes all actions required for Certification and the Pathway to Population Level Change, including continuous improvement actions assigned through the Online Platform or otherwise directed by the MBK Alliance.
 - d. Actively performs the role of a Backbone within their community (as determined in the MBK Alliance and/or Foundation's sole discretion).
 - e. Complies with the terms and conditions of this Agreement.

An MBK Community cannot be engaged if its Backbone and Backbone Leads are not engaged. Requests for appearances by Foundation staff or other in-kind contributions will only be considered for engaged Backbones that provide reasonable advance notice (no less than 60 days); provided, however, that such requests shall be granted or denied in the Foundation's sole discretion.

6. **Communications.** One of the most important functions of a Backbone is accurate and timely communication with a wide variety of community stakeholders, including the Foundation and MBK Alliance. This Section outlines certain key responsibilities related to communications, while the Communications Guidance (*accessible through MBK Online Platform*) provides more comprehensive detail, including links to existing resources (logos, templates, collateral, etc.) as they become available.
 - a. **Backbone Lead Staffing Transitions.** A Backbone must notify the Foundation in writing at least 15 days in advance of any proposed Backbone Lead transitions. All Backbone Lead transitions must be approved by the Foundation in writing. All inactive and former Backbone Leads will be removed from the MBK Leadership Network and all other spaces in which the MBK Leadership Network convenes.
 - b. **Foundation Requests.** Backbones must respond to reasonable requests from the Foundation for additional data about the Backbone's projects, organization, and impact.
 - c. **Stakeholder Communications.** Backbones must implement an intake/ communications process for local stakeholders interested in participating in their local MBK Community. This process should include prompt follow up that honors the interest and potential contributions of those stakeholders. The MBK Alliance will not dictate or monitor these response times, but it is suggested that at minimum, a standard response email welcoming new stakeholders to the MBK Community and its next convening is sent within two days of the initial stakeholder contact.
 - d. **Orientation to MBK Alliance Sessions.** The MBK Alliance and its Coaches will host bi-monthly 60-minute virtual "Orientation to MBK Alliance" sessions ("**Orientations**") to provide context and clarity around the work of the MBK Alliance and the role of MBK Communities, Backbones, Community Members, and other stakeholders. Backbones shall encourage stakeholders to register to attend the Orientations on [the MBK Alliance website](#).
 - e. **Referrals.** The MBK Alliance will connect Orientation attendees to the appropriate Backbone Leads after the Orientations. Backbone Leads shall promptly follow-up with all referred attendees from the MBK Alliance.
 - f. **Communications Guidance.** Backbones and Backbone Personnel agree to comply with the Communications Guidance (*accessible through the Online Platform*). You acknowledge that all Foundation and MBK Alliance branding (including identification or association with the Foundation and MBK Alliance and, for the avoidance of doubt, identification as an MBK Community or Backbone),

press and media opportunities, and other communications opportunities are limited to the Term described in Section 11(a).

7. The MBK Online Platform and Other Virtual Spaces.

- a. **Online Platform.** The Foundation's MBK Online Platform provides Backbone Leads with a virtual space to "Certify, Learn, and Connect". More information is found in the Online Platform Terms and Conditions (*accessible through MBK Online Platform*).

8. In-Person Convenings.

- a. **Participation in Foundation Events.** The Foundation reserves the right to deny entry to any Foundation Event to any specific individual in its sole discretion.
- b. **Substitutions at Foundation Events.** Invitations to Foundation Events are for the individual invitee only; substitutes or alternatives are only permitted as directed in writing by the Foundation, in its sole discretion. The Foundation may, in its sole discretion, invite other stakeholders within an MBK Community to attend, participate, facilitate, or otherwise engage in Foundation Events. In general, only Backbone Leads will be invited to Foundation Events.

9. Submissions; Appearance Releases; Minors.

- a. **Submissions.** When the Backbone voluntarily, or on the Foundation's request, provides non-confidential comments, statements, stories, photographs, video, audio and/or other recordings, content, or media to the Foundation ("**Submissions**"), the Backbone grants the Foundation a perpetual, irrevocable, worldwide, sublicensable, royalty-free license to publish, reproduce, distribute, publicly perform, publicly display, edit, modify, create derivative works of and otherwise use the submissions in any manner or media and for any reasonable purpose at the sole discretion of the Foundation. The Backbone represents and warrants that it has all rights necessary to grant the foregoing rights and permission, including consents and releases from any Backbone Guests (or their parents/legal guardians as applicable) featured or depicted in its Submissions, and that no infringement or violation of any third party rights, including intellectual property rights, rights of publicity, or rights of privacy, will result from the use of its Submissions.
- b. **Photograph and Video Release.** The Foundation will document Foundation Events and other programming in which the Backbone participates with photography, videography and/or sound recordings, including without limitation screencasts, screenshots, or recording of virtual Foundation Events and may distribute or disseminate other communications, publications or media around the Program and the Backbone's and any Backbone Guest's participation. The Backbone hereby grants the Foundation and its designees permission to use the likenesses, names, images, biographic information, voices ("**Likeness**") of the Backbone and any Backbone Guests and any material based thereon or derived thereon in photographs, videos, or other digital media ("**Content**") in any and all of its publications, including web-based publications, and in other publications or media, without further approvals or payment or other consideration. The Backbone agrees that all Content will be the sole property of the Foundation, and the Foundation may edit, distribute, publish, reproduce and otherwise exploit such Content. The Backbone also irrevocably authorizes the Foundation to reasonably edit, alter, copy, exhibit, publish, or distribute the Content for any lawful purpose. In addition, the Backbone waives any right to inspect or approve the finished Content products.
- c. **Minors.** The Backbone shall ensure that no minor shall be invited by the Backbone to participate in Foundation Events without a consent to participate and appearance release signed by such minor's parents or legal guardians. The Backbone shall obtain, and shall be solely responsible for obtaining, signed releases and consents (the "**Releases**"), as applicable, covering its employees, volunteers, and participants' participation in the Program, including any students or minor participants granting the Foundation the right to document Foundation Events and other activities as described in this Agreement. The Backbone hereby irrevocably transfers and assigns to the Foundation, and the Foundation hereby acquires from Backbone, all of the Backbone's rights, title and interests in and to all Releases collected by the Backbone pursuant to this Agreement. The Backbone shall give the Foundation, and any the Foundation designee, all reasonable assistance and shall execute all

documents necessary to assist and/or enable the Foundation to perfect, preserve, register and record its rights in any and all such Releases.

10. **Nonprofit Status; Foundation Events.**

- a. The Foundation is a 501(c)(3) nonprofit organization registered in the United States. As such, the Foundation is subject to specific legal guidelines. Furthermore, the Foundation is a non-partisan, non-political organization. By Applicable Law, the Foundation is prohibited from intervening in any political campaign, and is significantly restricted in lobbying. The Backbone shall not use its association with the Foundation for or in connection with lobbying, influencing legislation, affecting the outcome of elections, engaging in political activities, running or campaigning for public office, inducing or encouraging violations of law or public policy, or undertaking any activity for a non-charitable purpose. The Backbone hereby acknowledges that any rights or benefits granted to the Backbone under this Agreement have not been designated by the Foundation to support political campaigns, lobbying activities, or to otherwise support attempts to influence legislation.
- b. The Backbone agrees that if any Backbone Personnel choose to campaign for public office during the Term, the Backbone shall notify such Backbone Personnel that they must refrain from disclosing or describing the Backbone or their relationship with the Foundation or otherwise utilizing Foundation or MBK Alliance names, materials, or logos in furtherance of Backbone Personnel's political campaign.
- c. If the Backbone, any Backbone Personnel, any Backbone program participants, or any other guests or invitees of the Backbone (collectively, "**Backbone Guests**") will attend any Foundation Event, the Backbone agrees to comply with, and to ensure that Backbone Guests are aware of and comply with, the Foundation's 501(c)(3) Guidelines (regarding compliance with Section 501(c)(3) of the United States Internal Revenue Code) found at obama.org/charity-law-compliance (the "**Charitable Organization Guidelines**") and any event policies (including any code of conduct and health and safety policies) for such Foundation Event ("**Event Policies**" and together with the Charitable Organization Guidelines, the "**Event Guidelines**"), which Event Guidelines are subject to change from time to time at the Foundation's sole discretion. At Foundation Events, the Backbone must, and must ensure that Backbone Guests, comply with all reasonable directions of the Foundation. The Foundation reserves the right to deny entry to any Foundation Event to any specific individual (including any Backbone Guest) in its sole discretion. The Backbone acknowledges that: (i) it is responsible for its own security and property at any Foundation Event; and that it shall be solely responsible for any damage or injury caused by anyone under Backbone's control or direction; provided that nothing herein shall be construed as a waiver of any governmental immunity available to Backbone and its employees and officials, including but not limited to sovereign immunity and official immunity.

11. **Other Terms and Conditions.**

- a. **Term and Termination.** The Term of this Agreement will commence upon the Effective Date and may be terminated by the Foundation at any time or by the Backbone with 10 days' notice to the Foundation (the "**Term**"). Upon expiration or termination of this Agreement for any reason, access to the Online Platform will be terminated and the Backbone shall promptly: (i) cease all use of the Foundation and MBK Alliance names, logos, and other assets granted pursuant to the Communications Guidance or otherwise approved in writing by the Foundation; (ii) return to the Foundation all Foundation-owned property or equipment in its possession or control; and (iii) return or destroy, at the Foundation's option, all Foundation Protected Information or Foundation Materials in the Provider's possession or control.
- b. **Representations and Warranties.** The Backbone represents and warrants to the Foundation that it: (i) is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization and it has the corporate capacity to enter into this Agreement and to perform each of its obligations hereunder; (ii) is under no obligation, contractual or otherwise, which might in any way interfere with its participation in the Program and/or full and complete performance of the Agreement; has the rights, registrations, licenses, permits, and governmental approvals required to participate in the Program and perform this Agreement; (iii) has and shall comply with applicable

international, national/federal, state/district/territorial/provincial, and/or local laws, statutes, regulations, rules, ordinances, orders and/or decrees, including any binding guidance or code of practice issued by a governmental, regulatory, and/or supervisory authority (“**Applicable Laws**”); and (iv) will not infringe, misappropriate, dilute or otherwise violate the intellectual property rights (including rights of publicity or rights of privacy) of any third party.

c. **Confidentiality.**

- i. For purposes of this Agreement, “**Protected Information**” means any and all non-public, confidential, or proprietary information about the Foundation disclosed before, on, or after the Effective Date, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential,” including, without limitation: (A) information concerning the Foundation’s: business, fundraising, operations, plans, finances, strategies, methodologies, or other affairs; capital and assets; technology and proprietary information of the Foundation; proprietary methods and processes; source code; data, lists, models, analytics, digital assets, and databases, and information contained therein; technical, financial and business information and data; lists of actual or potential donors; lists of individuals that are attending or invited to Foundation Events; details of Foundation Events not open to the general public (including, without limitation, time and place of events); (B) the existence and terms of this Agreement and any business or other relationship now or subsequently existing between Foundation and the Backbone; and (C) all information that the Foundation is required by third parties to keep confidential. Information shall not be considered Protected Information hereunder to the extent, but only to the extent that, such information (1) is or becomes publicly known and made generally available in the public domain through no action or inaction (including through no fault, default, or breach) of the Backbone or its Representatives, (2) is or was rightfully acquired by the Backbone from an independent third party on a non-confidential basis without a breach of such third party’s obligations of confidentiality, whether by a legal, contractual or fiduciary obligation, (3) is or was independently developed by the Backbone without use of or reference to any Protected Information or any materials or data of the Foundation, as shown by documents and other competent evidence in Backbone’s possession, or (4) must be disclosed pursuant to Applicable Law. The Backbone shall use any Protected Information disclosed to it or otherwise made available to the Backbone solely for the purpose of fulfilling its obligations under the Agreement and shall keep such Protected Information strictly confidential until such time, if ever, such Protected Information becomes available to the public (other than as a result of a disclosure by the Backbone or any of its Representatives in violation of its or their confidentiality obligations).
- ii. To the extent permitted by law, the Backbone shall treat the Protected Information with at least the same degree of care as the Backbone uses to safeguard from unauthorized disclosure its own confidential and proprietary information of like importance, but in no event less than a reasonable degree of care. The Backbone will not, without the prior written consent of the Foundation, (A) use any Protected Information other than in connection with this Agreement, or (B) disclose, in any manner or via any media whatsoever, any such Protected Information other than to its Representatives. The Backbone may disclose Protected Information, on a need-to-know basis, to any of its directors, officers, managers, controlling members, employees, agents, approved subcontractors, affiliates, financing sources, or advisers (including, without limitation, attorneys, accountants, consultants, bankers and similar financial advisors) (collectively, “**Representatives**”) who (1) Backbone believes need to know the Protected Information for purposes directly related to this Agreement, (2) are informed of the confidential nature of the Protected Information, and (3) agree to abide by the confidentiality provisions of this Agreement.

- iii. The Backbone will be responsible for any breach of this Agreement by any of its Representatives. To the extent permitted by law, in the event that the Backbone or any of its Representatives becomes legally compelled to disclose any of the Protected Information, the Backbone will notify the Foundation promptly so that the Foundation may seek a protective order or other appropriate remedy, or, in the Foundation's sole discretion, waive compliance with this Section 11(c).
- d. **Publicity; Non-Disparagement.** Unless otherwise permitted by the Communications Guidance, the Backbone shall not (i) use the names, logos, service marks or trademarks, or otherwise identify or refer to the Foundation or its directors, officers, employees, agents, representatives, contractors, principals, affiliates, partners, donors, products, services or programs, or former President Barack Obama, former First Lady Michelle Obama, or their children, parents, siblings or other family members (collectively, including the Foundation ("**Foundation Covered Parties**"), or (ii) use, identify or refer to the transactions contemplated by this Agreement in any press releases, publicity, marketing, promotional material, or in any other public manner (including without limitation on a website or any social media channel) without the prior written consent of the Foundation. Unless otherwise permitted by the Communications Guidance, no photographs, video or other media, articles, or papers related to or in any way associated with the Foundation Covered Parties or the Agreement shall be made public without the Foundation's prior written consent. If the Foundation approves, in its sole discretion, any type of use or activity described in this Section 11(d), the Backbone (A) shall comply with any use guidelines or restrictions communicated by the Foundation to the Backbone, (B) shall not disclose non-public details about the Agreement or other Protected Information, and (C) must accurately represent itself and its participation in the Program. The Backbone shall not make, publish, or communicate to any person or entity, or any media or in any public form, any defamatory, disparaging, or maliciously false remark, comment, or statement concerning any Foundation Covered Party. This Section shall not, in any way, preclude, restrict, or impede the Backbone from complying with any Applicable Law or testifying as required by lawful subpoena or other legal process, provided that such compliance does not exceed the minimum required by such law, or making good faith reports to governing regulatory bodies or authorities.
- e. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER THE FOUNDATION NOR ANY FOUNDATION INDEMNITEES WILL BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES. THE LIMITATION OF LIABILITY SET FORTH HEREIN IS FOR ANY AND ALL CLAIMS AND OTHER MATTERS FOR WHICH THE FOUNDATION OR ANY FOUNDATION INDEMNITEES MAY OTHERWISE HAVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE PROGRAM, WHETHER THE CLAIM ARISES IN CONTRACT, TORT, STATUTE, OR OTHERWISE, AND THIS LIMITATION OF LIABILITY IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS IN CONNECTION WITH THIS AGREEMENT OR THE PROGRAM BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.
- f. **Insurance.** Upon the Foundation's request, the Backbone shall obtain any necessary insurance coverage to mitigate the risk related to the Backbone's participation in the Program, and shall provide the Foundation with a certificate of insurance from the Backbone's insurer evidencing the insurance coverage specified. The certificate of insurance shall name the Foundation as an additional insured. Except where prohibited by Applicable Law, the Backbone shall require its insurer to waive all rights of subrogation against the Foundation's insurers and the Foundation. Notwithstanding the foregoing, the Foundation understands that Fulton County Government maintains a "Self-Funded" Program for General or Excess Liability, Automobile Liability and Primary Workers' Compensation (Employers Liability) policies of insurance. Accordingly, Fulton County does not procure or maintain any General or Excess Liability, Automobile Liability or Primary Workers' Compensation policies of insurance. Accordingly, the Foundation agrees that Backbone is authorized and permitted to self-fund these insurance obligations.
- g. **Notices.** Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by: (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three business days after deposit, postage prepaid, in the U.S. mail; (ii) a

reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such messenger or courier; (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received; or (iv) email, in which case notice shall be deemed delivered on the date of such email if received prior to 5:00 p.m. (time zone of the recipient) on a business day, but if not received prior to such time, then on the following business day. All notices to the Backbone shall be sent to the Backbone's address set forth below their signature and all notices to Foundation shall be addressed as follows: The Barack Obama Foundation, 5235 S. Harper Ct., Suite 1140, Chicago, Illinois 60615, Attention: Chief Legal Officer, Email: legal@obama.org. The foregoing addresses may be changed from time to time by notice to the other Party in the manner hereinbefore provided.

- h. ***Relationship of the Parties.*** Nothing contained in this Agreement shall be construed as creating or constituting a partnership, joint venture or agency between the Parties. The Backbone and its affiliates (including, without limitation, Backbone Personnel) will have no right or authority to act for, represent, bind, obligate, or commit the Foundation. The Backbone shall not attempt to enter into any contract, commitment, or other agreement, or incur any debt or liability of any nature in the name or on behalf of the Foundation. The Backbone shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of Backbone Personnel.
- i. ***No Entitlement.*** The Program does not include any benefits other than those specifically identified in this Agreement. These benefits may be amended or revoked at any time during the Term at the Foundation's sole and absolute discretion.
- j. ***Waiver.*** If either Party fails to enforce any of the provisions of this Agreement or any rights or remedies hereunder, such failure will not be considered to be a waiver of any of those provisions, rights, or remedies or in any way affect the validity of this Agreement. The failure of either Party to exercise any of such provisions, rights, or remedies will not preclude or prejudice such Party from later enforcing or exercising the same or any other provisions, rights, or remedies that it has under the Agreement or pursuant to law. A Party shall be deemed to have waived a right of such Party under this Agreement only if the waiver is in a writing signed by the waiving Party.
- k. ***Binding Effect; No Third-Party Beneficiaries; Assignment.*** This Agreement shall be binding on and inure to the successors and permitted assigns of the Parties. Subject to the immediately preceding sentence, no person or entity other than the Parties has or will have any rights or remedies under this Agreement. This Agreement shall not be assigned in whole or in part by either Party without first obtaining the prior written consent of the other, and any attempted assignment without such prior written consent shall be void and of no force or effect.
- l. ***Survival.*** All rights and obligations under this Agreement that arose or accrued prior to termination or expiration of this Agreement, and that, by their nature, should survive any such termination or expiration, will survive any such termination or expiration, including without limitation the rights and obligations with respect to the use of intellectual property and the rights and obligations set forth in Sections 9 (Submissions, Appearance Releases, Parental Consent of Minors) and 11 (Other Terms and Conditions).
- m. ***Rights and Remedies; Equitable Remedies.*** The rights and remedies provided by this Agreement are given in addition to any other rights and remedies either Party may have by law, statute, ordinance, in equity, or otherwise. All such rights and remedies are intended to be cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its right to any or all other rights or remedies. Backbone acknowledges and agrees that (i) a breach or threatened breach by the Backbone of any of its obligations under Sections 9 (Submissions; Appearance Releases; Minors), 10 (Nonprofit Status; Foundation Events), 11(c) (Confidentiality), 11(d) (Publicity; Non-Disparagement) and or any obligations relating to the use of any Party's intellectual property, would give rise to irreparable harm to the Foundation for which monetary damages would not be an adequate remedy, and (ii) in the event of a breach or a threatened breach by the Backbone of any such obligations, the Foundation will, in addition to any and all other rights and remedies that may be available to the Foundation at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that

may be available from a court of competent jurisdiction, without any requirement to post a bond or other security (to the extent permitted by Applicable Law), and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy.

- n. **Entire Agreement.** This Agreement, including any Foundation Policies, and any addenda thereto, relating to the subject matter hereof, constitutes the entire agreement between the Backbone and the Foundation. This Agreement supersedes all prior or contemporaneous communications, representations, understandings and/or agreements, whether oral or written, relating to the Backbone's participation in the MBK Leadership Network. Except as explicitly set forth herein, there are no promises, conditions, representations, understandings, interpretations, or terms of any kind as conditions or inducement to the execution hereof or otherwise in effect among the Parties in connection with this Agreement. No modifications to this Agreement will be binding upon the Parties unless modified, amended, cancelled, renewed, or extended in a written instrument duly executed by both Parties. In the event of conflict between this Agreement and any Foundation Policy, the Foundation Policy shall prevail, unless this Agreement specifically states the intent to supersede a specific portion of a Foundation Policy.
 - o. **Governing Law; Venue.** This Agreement, including all Foundation Policies, and any addenda thereto, shall be governed by and interpreted pursuant to the laws of the State of Georgia, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Georgia. The Parties (i) hereby irrevocably and unconditionally submit to the jurisdiction of the state and federal courts located in Atlanta, Georgia for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state or federal courts located in Atlanta, Georgia, and (iii) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.
 - p. **Headings; Severability.** The headings in this Agreement are for the convenience of the Parties and shall not constitute a part of this Agreement nor be considered interpretative thereof. Every Section, paragraph, part, term or provision of this Agreement is severable from others. If any Section, paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the Parties agree that such provision will be given the maximum effect possible, so as to enforce the provision as closely as possible to the intent of the drafted language without causing the provision to be found void, invalid or unenforceable. However, if any provision of this Agreement cannot be so saved, this Agreement shall be considered divisible as to such provision, which shall be inoperative, and the remaining Sections, paragraphs, parts, terms and provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.
 - q. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that this Agreement and any written instrument delivered in connection herewith may be executed by electronic methods (whether by .pdf scan sent via email or facsimile or by use of an electronic signature platform or application).
12. **A Final Word about Accountability.** You shall review this Agreement carefully and strictly comply with the terms of this Agreement throughout the Term. If You breach or violate any of the terms of this Agreement, or any other agreement between You and the Foundation, the Foundation reserves the right in its sole discretion to: (a) suspend You from the MBK Leadership Network; (b) terminate Your participation in and association with the MBK Leadership Network; (c) terminate Your access to the Online Platform; (d) remove and/or replace any Backbone Leads; (e) if You are in violation of any material term of this Agreement, require You to return or repay any or all financial benefits and assistance provided to You under this Agreement and/or in

connection with the MBK Leadership Network; and/or (f) to exercise any other rights or remedies available to the Foundation.

By signing below, You agree to abide by this Agreement to help us make this a positive and safe community for productive connections and exchange of ideas!

Thank you for participating in the Program, so that together we can make the MBK Leadership Network a thriving community of leaders supporting each other towards population level change for boys and young men of color!

[SIGNATURE PAGE FOLLOWS]

This Agreement has been executed and delivered by each Party’s duly authorized representative as of the date set forth below.

FULTON COUNTY, GEORGIA

The Barack Obama Foundation

Robert L. Pitts, Chairman
Board of Commissioners

Signature:  Signed by: Ammar Rizki
FCB70FB83EF2402...
Name: Ammar Rizki

ATTEST:

Tonya Grier
Clerk to the Commission

Title:

(Affix County Seal)

Date:

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Stanley Wilson
Director of Community Development

Address:
Fulton County Department of Community Development
137 Peachtree Street, SW
Atlanta, Georgia 30303

Backbone Lead Acceptance

This Backbone Lead Acceptance is a part of and subject to the foregoing Agreement between the Backbone and the Foundation. The Backbone hereby names Reginald Crosley as the Backbone’s Primary Lead and Carlos Thomas as the Backbone's Secondary Lead.

By signing below, each Backbone Lead hereby accepts the position of Backbone Lead and agrees to be bound by the Agreement.

Primary Backbone Lead:

Signature:

Name: Reginald Crosley

Title: Fulton County Youth Commission

Date:

Secondary Backbone Lead:

Signature:

Name: Carlos Thomas

Title: Division Manager, Fulton County Youth and
Community Services Division

Date:



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0766

Meeting Date: 10/15/2025

Department

Public Works

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

Request approval to renew an existing contract - Department of Public Works, 22RFP148596K-BKJ, Airport Planning and Environmental Consulting in the amount not to exceed \$150,000.00 with Michael Baker International, Inc. (Norcross, GA) to provide planning services for updating, modifying and implementing the Capital Improvement Program at the Fulton County Executive Airport - Charlie Brown Field. This action exercises the third of three renewal options. No renewal options remain. Effective dates: January 1, 2026, through December 31, 2026.

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, 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)*

Infrastructure and Economic Development

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The Fulton County Executive Airport - Charlie Brown Field receives federal funds, and pursuant to the requirements of the Georgia Department of Transportation and the Federal Aviation Administration, the airport must have a consultant who oversees environmental and planning activities.

Scope of Work: The scope of services within the contract includes typical planning and

environmental services normally associated with airport development. Potential assignments include, but are not limited to:

- Airport system/master planning
- Airport noise compatibility planning
- Environmental assessments
- Airport data collection/facility inventories
- Aviation forecasts and demand/capacity analyses
- Airport layout and terminal area plan development
- Compatible land-use planning in the vicinity of airports
- Airport site selection studies
- Airport financial planning and benefit-cost analysis
- Airport Cost and Fee Analysis, and Airport Fair Market Rate Studies

An increase in funding has been requested with this renewal due to the need for the contractor to perform an environmental review associated with the Runway Safety Area project, which will review potential impacts to Sandy Creek and the flood plain area around the Chattahoochee River.

Community Impact: All planning and environmental activities include public comment periods so the surrounding community will be made aware of all projects.

Department Recommendation: Department of Public Works recommends approval.

Project Implications: : No current project implications.

Community Issues/Concerns: None have been expressed by the community.

Department Issues/Concerns: No issues or concerns have been raised by Public Works staff.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0946	12/7/2022	\$125,000.00
1st Renewal	23-0744	11/1/2023	\$125,000.00
2 nd Renewal	24-0556	9/4/2024	\$125,000.00
3rd Renewal			\$150,000.00
Extension #1			\$.00
Total Revised Amount			\$525,000.00

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

Contract Value: \$150,000.00

Prime Vendor: Michael Baker International
Prime Status: Non-Minority
Location: Norcross, GA

County:	Gwinnett County
Prime Value:	\$97,500.00 or 65.00%
Subcontractor:	Brockington & Associates, Inc.
Subcontractor Status:	DBE
Location:	Atlanta, GA
County:	Fulton County
Subcontractor Value:	\$18,000.00 or 12.00%
Subcontractor:	Lumenor Consulting Group
Subcontractor Status:	DBE
Location:	Alpharetta, GA
County:	Fulton County
Subcontractor Value:	\$12,000.00 or 8.00%
Subcontractor:	Quantum Spatial, Inc. dba NV5 Geospatial
Subcontractor Status:	Non-Minority
Location:	Alpharetta, GA
County:	Fulton County
Subcontractor Value:	\$7,500.00 or 5.00%
Subcontractor:	Smartegies, LLC
Subcontractor Status:	DBE
Location:	Atlanta, GA
County:	Fulton County
Subcontractor Value:	\$15,000.00 or 10.00%
Total Contract Value:	\$150,000.00 or 100.00%
Total DBE Value:	\$45,000.00 or 30.00%

Exhibits Attached

Exhibit 1: Contract Renewal Agreement Form

Exhibit 2: Contract Renewal Evaluation Form

Exhibit 3: Performance Evaluation

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

David Clark, Director, Public Works, (404) 612-2804

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$125,000.00
Previous Adjustments: \$250,000.00
This Request: \$150,000.00
TOTAL: \$525,000.00

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:**

200-540-5601-1160: Airport, Public Works, Professional Services - \$150,000.00

Key Contract Terms	
Start Date: 1/1/2026	End Date: 12/31/2026
Cost Adjustment:	Renewal/Extension Terms: No options remain

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?

Yes

Report Period Start: 1/1/2025
Report Period End: 3/31/2025



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP# NUMBER: #22RFP148596K-BKJ

BID/RFP# TITLE: Airport Planning and Environmental Consulting

ORIGINAL APPROVAL DATE: December 7, 2022

RENEWAL EFFECTIVE DATES: January 1, 2026 through December 31, 2026

RENEWAL OPTION #: 3 OF 3

NUMBER OF RENEWAL OPTIONS: 3

RENEWAL AMOUNT: \$150,000.00

COMPANY'S NAME: Michael Baker International, Inc.

ADDRESS: 420 Technology Parkway, Suite 150

CITY: Norcross

STATE: Georgia

ZIP: 30092

This Renewal Agreement No. 3 was approved by the Fulton County Board of Commissioners on [Insert approval date and Item Number]..

RENEWAL OF CERTIFICATE OF INSURANCE: The Contractor is required to maintain insurance during the entire term of this Agreement, including contract renewal options. The Contractor must furnish the County a renewal Certificate of Insurance showing the required coverage as specified in the Contract Agreement. A current COI must be provided before the commencement of work on this project. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/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

**MICHAEL BAKER INTERNATIONAL,
INC.**

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

**[Insert name]
[Insert title]**

ATTEST:

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

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

**David E. Clark, Director
Department of Public Works**

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2ND RM: _____ SECOND REGULAR MEETING

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	June 20, 2025
Department:	Public Works
Contract Number:	22RFP148596K-BKJ
Contract Title:	Airport Planning and Environmental Consulting

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

The Scope and Fee for this contract remains the same as the approved original contract. The work that is needed can be funded with the budgeted amount. Much of the work conducted by Michael Baker International (MBI) is to assist with Federal grants and projects,

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☐ **Internet search of pricing for same product or service:**

Date of search:

Price found:

Different features / Conditions:

Percent difference between internet price and renewal price:

Explanation / Notes:

☐ **Market Survey of other jurisdictions:**

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	

Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	☐ Yes ☐ No
Are they aware of a reduction in pricing in this industry?	☐ Yes ☐ No
How does pricing compare to Fulton County's award contract?	

Explanation / Notes:

☒ **Other (Describe in detail the analysis conducted and the outcome):**

The service provided by MBI is highly specialized and hard to quantify based on just numbers. The service was awarded based on a proposal that was evaluated by key county personnel. Fulton County Executive Airport (FTY) is conducting permitting work for airport expansion, and the cost estimates determine that the budgeted contract amount meets the needs of FTY.

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

\$114,987.24

4. Does the renewal option include an adjustment for inflation? ☐ Yes ☐ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☐ Yes ☐ No

Date of last purchase:

Price paid:

Inflation rate:

Adjusted price:

Percent difference between past purchase price and renewal price:

Explanation / Notes:

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes ☒ No
If yes, attach the analysis.

7. What would be the impact on your department if this contract was not approved?

The Federal Aviation Administration requires that FTY have a consultant under contract to receive Federal funding.

Performance Evaluation Details

ID	E8
Project	Airport Planning and Environmental Consulting Services
Project Number	22RFP148596K-BKJ
Supplier	Michael Baker International, Inc.
Supplier Project Contact	Andrew Lewis (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2025 to 03/31/2025
Effective Date	05/19/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	05/19/2025 09:19 AM EDT
Completion Date	05/19/2025 09:19 AM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Not Specified

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Not Specified

GENERAL COMMENTS

Comments

No comments. Team continues to perform well and meet expectations.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0767

Meeting Date: 10/15/2025

Department

Superior Court Administration

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

Request approval of a Memorandum of Agreement with Goodwill of North Georgia ("GNG") effective October 1, 2025, through September 30, 2026, for the purposes of providing job readiness and skills training and employment as part of the Peer and Care Expansion project (PeaCE) Project. The agreement is subject to grant funding and guidelines outlined in the grant award approved by the Bureau of Justice Assistance ("BJA") FY24 Adult Treatment Court Programs #15PBJA-24-GG-03884-DGCT, attached hereto as Exhibit A in an amount not to exceed \$47,089.00. This effectuates year two (2) of three (3) one-year renewal options pending grant funding.

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

West's Code of Georgia § 36-10-1; All official contracts entered into by the County governing authority with other persons in behalf of the County shall be in writing and entered on its minutes.

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

Justice and Safety

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

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

The Peer and Care Expansion project (PeaCE), is to scale up Fulton County Accountability Court capacity to

fully integrate evidence-based peer mentoring in the existing 18-24-month track and in the new 12-month diversion track, which serves a high need/moderate risk group of participants who currently do not have access to substance abuse services and qualify for pre-indictment entry to the programs.

Scope of Work: The primary grant activities include hiring two certified peer mentors to engage with participants throughout the program duration, expanding vocational services, and program evaluation. The expected outcomes of the project include increased program enrollment and treatment compliance, reduced recidivism, and reduced substance use among participants with substance use disorders, thereby increasing the likelihood of successful long-term recovery. Additionally, the new 12-month track fills a gap in post-arrest jail diversion options for individuals in need of substance use treatment services, which reduces penetration into the criminal justice system and reduces the Fulton County Jail population. The target population and intended beneficiaries include individuals who have been charged with non-violent criminal felony offenses with identified substance use disorders and co-occurring mental health disorders, many of whom are also unhoused and are in need of ancillary services such as job training and readiness.

Community Impact: Improves public safety in the community by training individuals and securing employee opportunities for clients with mental illnesses (MI) or co-occurring mental illness and substance abuse (CMISA) who are in treatment as part of the PeaCE Project.

Department Recommendation: Department recommends approval.

Project Implications: This project is 100% grant funded. Approval of this agreement will ensure grant project goals are met while improving service delivery to offenders with drug and/or alcohol addiction.

Community Issues/Concerns: Superior Court Administration is not aware of any community concerns with the implementation of this project.

Department Issues/Concerns: Superior Court Administration is not aware of any community concerns with the implementation of this project.

Previous Contracts

No

Total Contract Value

Original Approved Amount:	\$47,089.00
Previous Adjustments:	\$0.00
This Request:	\$47,089.00
TOTAL:	\$47,089.00

Grant Information Summary

Amount Requested:	\$47,089.00	☐	Cash
Match Required:	N/A	☐	In-Kind

Agenda Item No.: 25-0767

Meeting Date: 10/15/2025

Start Date: 10/1/2025

☐ Approval to Award

End Date: 9/30/2026

☐ Apply & Accept

Match Account: N/A

Fiscal Impact / Funding Source

Funding Line 1:

461-450-PX25-1160: Grant, Superior Court-Admin, Professional Services = \$47,089.00

Key Contract Terms	
Start Date: 10/1/2025	End Date: 9/30/2026
Cost Adjustment: N/A	Renewal/ Renewal 2 of 3

Overall Contractor Performance Rating: 4

Would you select/recommend this vendor again?

Yes

Report Period Start:

10/1/2025

Report Period End:

9/30/2026



**MEMORANDUM OF AGREEMENT BETWEEN FULTON
COUNTY, GEORGIA
AND
GOODWILL OF NORTH GEORGIA**

I. PURPOSE & SCOPE

This Memorandum of Agreement establishes a partnership between Fulton County, Georgia ("Fulton County"), on behalf of Fulton County Superior Court, and Goodwill of North Georgia ("GNG") for the purpose of providing job readiness and skills training and employment services as part of the Peer and Care Expansion project (PeaCE) Project. This project is subject to grant funding and guidelines outlined in the Bureau of Justice Assistance ("BJA") FY24 Adult Treatment Court Program #O-BJA-2024-171972 received by Fulton County, attached hereto as **Exhibit A**.

II. PARTNERSHIP ROLES:

Fulton County Accountability Courts (FCAC) will do the following:

- Pre-screen participants for entry into program
- Drug screen participants
- Refer 20 people a year over the course of 4 years
- Secure and provide funding for all participants referred to programs
- Provide MARTA transportation to selected participants

GNG will do the following:

- Provide onsite job readiness classes at FCAC.
- For those interested in training programs; complete screening and assessments for suitability including drug test and criminal background checks.
- Based on initial assessment for Motivation, Reliability and Dependability (MRD assessment) determine service needed from direct job placement assistance to complete skills training and placement packages.
- Provide the agreed upon skills training per the Goodwill Catalogue: programs are updated throughout the year based on employer input so programming may change.
- Provide participants with instruction, job readiness, and training as outlined in Goodwill Catalogue.
- Provide progress reports of training program and employment outcomes to FCAC

Independent contractor status:

- It is understood and agreed that this Agreement is not an agreement of employment in the sense that the relation of master and servant does not exist between Fulton County and GNG. At all times, GNG shall be deemed to be an independent contractor and GNG is not authorized to bind Fulton County to any agreements or other obligations. In executing this Agreement, GNG certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of Fulton County.

III. PAYMENT SCHEDULE

- Each participant will receive a MRD assessment to determine services needed before enrolling into training or direct job placement as appropriate; there is no cost for the MRD assessment
- Participants may enroll and complete multiple training programs.

- \$500 to be paid by Fulton County at training program entry (for each training program entered) or for direct job placement from MRD (when employment is obtained after assessment only).
- The balance of each program cost, minus \$500 enrollment fee, will be paid by Fulton County only upon full completion of each training program when the participant ends training and begins job placement services.
- Each training program comes with job placement and retention services included.
- Not all training programs are offered at all times or at all locations

Training Program List:

Job Readiness Training (\$45.00 per person, per hour for six weeks).....	\$ 270.00
Floor Tech/Custodial	\$5,030.00
Forklift Training	\$3,934.00
GoodBIZ	\$3,800.00
Retail/Customer Service (\$14.39 per hour x average 200 hours)	\$2,878.00
Construction.....	\$6,089.00
Logistics.....	\$6,993.00
Supply Chain Management w/3 Tracks (CDL-A, Forklift, and Customer Service Dispatch).....	\$7,000.00
Maintenance	\$6,363.00
Welding	\$7,000.00
Technology Careers Program	\$7,000.00
Environmental Services	\$4,000.00
Contact Center Training	\$4,700.00

- GNG will submit an invoice to FCAC by the 15th of the following month in which benchmark (enrollment, direct job placement, or training program completion) is obtained.
- The maximum annual amount of services will not exceed **\$47,089.00**

IV. EFFECTIVE DATE AND SIGNATURE

This agreement is duly executed by the parties beginning on the date in which it is signed by all parties and shall remain in effect through September 30, 2026. Before the end of the agreement term, this agreement may be renewed for three one-year terms ("Renewal Terms") and/ or modified upon written mutual agreement. Fulton County, Georgia and Goodwill of North Georgia may revise agreement terms annually to ensure that it is fulfilling its purpose. However, no Renewal Term shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved by the Fulton County Board of Commissioners and authorized by Goodwill of North Georgia. Renewal Terms shall begin on October 1st and end on September 30th, coinciding with grant funding through BJA for this project. Either organization may terminate the MOA upon thirty days (30) written notice.

This MOA is effective upon the authorized signatures of each represented organization. By signing this agreement, our organizations agree to support collaboration terms.

All notices regarding this agreement shall be writing and delivered in person or transmitted by certified mail, postage prepaid or via electronic mail (email).

Notices to County shall be addressed as follows:

David Summerlin
Superior Court Administrator
136 Pryor Street, SW, Suite C-640
Atlanta, GA 30303 (david.summerlin@Fultoncountyga.gov)

With a copy to: Fulton County Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303 (Dominique.Martinez@fultoncountyga.gov)

Notices to Goodwill of North Georgia shall be addressed as follows:
Jessica R. Williams, Director of Contracts and Grants
2201 Lawrenceville Hwy, Suite 205, Decatur Ga 30033 (jrwilliams@ging.org)

IN WITNESS WHEREOF, the parties in agreement to ensure the success of this Memorandum of Agreement on the date set forth below.

FULTON COUNTY, GEORGIA

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

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

Office of the Fulton County Attorney

GOODWILL OF NORTH GEORGIA

By: _____
Jessica Williams
Director for Instructional Development



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	COUNTY OF FULTON 141 PRYOR ST SW
City, State and Zip:	ATLANTA, GA 30303
Recipient UEI:	J3Y1XYZYUFQ5
Project Title: Fulton County Peer and Care Expansion Project (PeaCE)	Award Number: 15PBJA-24-GG-03884-DGCT
Solicitation Title: BJA FY24 Adult Treatment Court Program	
Federal Award Amount: \$1,000,000.00	Federal Award Date: 9/27/24
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D Assistance Listing: 16.585 - Treatment Court Discretionary Grant Program	
Project Period Start Date: 10/1/24	Project Period End Date: 9/30/28
Budget Period Start Date: 10/1/24	Budget Period End Date: 9/30/28
Project Description: Fulton County Superior Court, located in Atlanta, Georgia, is requesting funds to expand treatment access in adult treatment court. The Fulton County Accountability Courts serve individuals pre-adjudication and post-adjudication and will serve 260 total participants with these grant funds over the life of the grant. The purpose of this proposal, the Peer and Care Expansion project, is to scale up Fulton County Accountability Court's capacity to fully integrate evidence-based peer mentoring in the existing 18 to 24 month track and in the new 12 month diversion track, which serves a high-need/moderate-risk group of participants who currently do not have access to substance abuse services and qualify for pre-indictment entry to the programs. The expected outcomes of the project include increased program enrollment and treatment compliance, reduced recidivism, and reduced substance use among participants with substance use disorders, thereby increasing the likelihood of successful long-term recovery.	

Award Letter

September 27, 2024

Dear Sharon Whitmore,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by COUNTY OF FULTON for an award under the funding opportunity entitled 2024 BJA FY24 Adult Treatment Court Program. The approved award amount is \$1,000,000.

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 OVW funding the Award Offer also includes any Other Award Documents.

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

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

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

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

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting 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) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations.

Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

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

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

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

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

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

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

Recipient Information

Recipient Name

COUNTY OF FULTON

UEI J3Y1XYZYUFQ5		
Street 1 141 PRYOR ST SW		Street 2
City ATLANTA		State/U.S. Territory Georgia
Zip/Postal Code 30303		Country United States
County/Parish no value		Province no value
Award Details		
Federal Award Date 9/27/24		Award Type Initial
Award Number 15PBJA-24-GG-03884-DGCT		Supplement Number 00
Federal Award Amount \$1,000,000.00		Funding Instrument Type Grant
Assistance Listing Number	Assistance Listings Program Title	
16.585	Treatment Court Discretionary Grant Program	
Statutory Authority		
Pub. L. No. 90-351, Title I, Part EE (codified at 34 U.S.C. 10611 - 10619); Department of Justice Consolidated Appropriations Act, 2024		
[X] I have read and understand the information presented in this section of the Federal Award Instrument.		
Project Information		
This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.		
Solicitation Title 2024 BJA FY24 Adult Treatment Court Program		Awarding Agency OJP
Application Number GRANT14136472		Program Office BJA
Grant Manager	Phone Number	E-mail Address

Project Title

Fulton County Peer and Care Expansion Project (PeaCE)

Performance Period Start**Date**

10/01/2024

Performance Period End Date

09/30/2028

Budget Period Start Date

10/01/2024

Budget Period End Date

09/30/2028

Project Description

Fulton County Superior Court, located in Atlanta, Georgia, is requesting funds to expand treatment access in adult treatment court. The Fulton County Accountability Courts serve individuals pre-adjudication and post-adjudication and will serve 260 total participants with these grant funds over the life of the grant. The purpose of this proposal, the Peer and Care Expansion project, is to scale up Fulton County Accountability Court's capacity to fully integrate evidence-based peer mentoring in the existing 18 to 24 month track and in the new 12 month diversion track, which serves a high-need/moderate-risk group of participants who currently do not have access to substance abuse services and qualify for pre-indictment entry to the programs. The expected outcomes of the project include increased program enrollment and treatment compliance, reduced recidivism, and reduced substance use among participants with substance use disorders, thereby increasing the likelihood of successful long-term recovery.

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

Financial Information

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

The recipient budget is currently under review.

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

Award Conditions

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

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

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

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

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

Condition 3

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

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

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

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

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

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

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

Condition 4

Effect of failure to address audit issues

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

Condition 5

Applicability of Part 200 Uniform Requirements

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

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

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

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

Condition 6

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

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

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

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

Condition 7

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

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

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 8

Requirements related to "de minimis" indirect cost rate

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

Condition 9

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

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

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

Condition 10

Requirement for data on performance and effectiveness under the award

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

Condition 11

Compliance with DOJ Grants Financial Guide

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

Condition 12

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

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

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

Condition 13

Determination of suitability to interact with participating minors

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

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

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

Condition 14

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

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

Condition 15

Employment eligibility verification for hiring under the award

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

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

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

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

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

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

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

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. Staff involved in the hiring process

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

B. Employment eligibility confirmation with E-Verify

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

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

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

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

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

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

Condition 16

Encouragement of policies to ban text messaging while driving

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

Condition 17

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

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

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

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

nondisclosure of classified information.

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

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

Condition 19

OJP Training Guiding Principles

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

Condition 20

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

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

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

Condition 21

Requirement to report potentially duplicative funding

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

Condition 22

Required training for Grant Award Administrator and Financial Manager

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

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

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

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

Condition 23

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

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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

Condition 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted

on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 35

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 36

The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

Condition 37

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 38

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

Condition 39

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 40

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 41

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 42

Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through JustGrants (justgrants.usdoj.gov), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

Condition 43

All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professionals (NADCP) publication: Defining Drug Courts: The Key

Components at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.

Condition 44

Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

Condition 45

The recipient understands and agrees that no award or matching funds may be used to provide services for violent offenders as defined in 42 U.S.C. 3797u-2, a violent offender means a person who (1) is charged with or convicted of an offense that is punishable by a term of imprisonment exceeding one year, during the course of which offense or conduct (A) the person carried, possessed, or used a firearm or dangerous weapon; (B) there occurred the death of or serious bodily injury to any person; or (C) there occurred the use of force against the person of another, without regard to whether any of the circumstances described in subparagraph (A) or (B) is an element of the offense or conduct of which or for which the person is charged or convicted; or (2) has 1 or more prior convictions for a felony crime of violence involving the use or attempted use of force against a person with the intent to cause death or serious bodily harm.

Condition 46

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of

the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

Condition 47

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

Condition 48

The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

Condition 49

Recipient may not expend or drawdown more than 10% of the award funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued an Award Condition Modification (ACM) releasing this award condition. Obligations, expenditures, and drawdowns prior to the ACM are made at the recipient's risk and may be disallowed if not in compliance with program requirements or approved budget.

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

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	9/26/24 12:21 PM

Authorized Representative

[X]

Entity Acceptance

Title of Authorized Entity Official
CFO

Name of Authorized Entity Official
Sharon Whitmore

Signed Date And Time
10/23/2024 12:47 PM



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0769

Meeting Date: 10/15/2025

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

Ratification of Minutes.

Second Regular Meeting Minutes, September 17, 2025

First Regular Meeting Post Agenda Minutes, October 1, 2025



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0770

Meeting Date: 10/15/2025

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

Presentation of Proclamations and Certificates.

Proclamation recognizing "Fulton County Citizens Commission on the Environment Awardee Appreciation Day." **(BOC)**

Proclamation recognizing "Roswell, Inc. Appreciation Day." **(Thorne/Pitts/Ellis/Barrett/Ivory/ Abdur-Rahman)**

Proclamation recognizing "DeafBlind Access and Opportunity Week." **(Arrington/Ivory)**

Proclamation recognizing "Clean Water Week." **(Abdur-Rahman/Pitts/Ellis/Thorne/Barrett/Ivory)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0772

Meeting Date: 10/15/2025

Department

Real Estate and Asset Management

Requested Action

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 24RFP103124C-MH, General Landscaping and Lawncare Services for Countywide Facilities in the total amount not to exceed \$2,105,000.00 with (A) ReIMAGE General Contractors, LLC (Atlanta, GA), to provide on-site landscape/ground maintenance and lawn care services for all County-owned sites (A - North Fulton Sites and B - South Fulton Sites) to include Fulton County Executive Airport - Charlie Brown Field. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026 through December 31, 2026.

Requirement for Board Action

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background This contract provides on-site general landscaping and lawn care for Countywide facilities (North Fulton - 20 sites and South Fulton - 79 sites). This contract includes, but is not limited to, maintenance of ground covers, annuals, perennials, shrubs, trees, and irrigation systems. The maintenance shall include but not be limited to application of fertilizers, herbicides, pesticides, watering, pruning, weeding, deadheading, replacement planting (as approved by the

County), loose trash removal and disposal out of County facilities, leaf removal, irrigation repair and maintenance, tree removal, spring and fall clean up, vegetation control, grubbing, and upkeep for surplus and unused buildings, facilities, sites, vacant lots, control illegal dumping and removal of debris clean-up on all County-owned sites.

The Department of Real Estate and Asset Management has also submitted a separate action Agenda Item (TMP-6624) requesting BOC approval to amend the existing contract with ReIMAGE to add (A) North Fulton Sites and to assume full landscape maintenance responsibilities for Countywide facilities beginning in 2026. The initial contract for (A) North Fulton Sites was awarded to Georgia Green Grounds Care, LLC in the amount not to exceed \$278,000.00 on May 7, 2025, via Item #25-0351, with effective dates June 1, 2025 through December 31, 2025. However, the County has chosen not to exercise its renewal option with Georgia Green Grounds Care, LLC due to unsatisfactory performance (50% rating) following the contractor being acquired by Russell Landscape Group in 2025. As provided in Article 9. Contract Term, b. Renewal Terms, the term of the Agreement in effect shall be deemed the "Ending Term", with no further contractual obligation to be released at the initial term of December 31, 2025.

Scope of Work: General Landscaping & Lawn Care Services Include:

- Spring/Fall Cleanup: April & November
- Turf Maintenance: Removing debris, seeding, aeration, vermicide
- Mowing of Properties: Turf shall be at a height of 2 to 2.5 inches
- Mulch: Mulch depth from two (2) inches to three (3) inches.
- Shrubs and Tree Plant Maintenance: Necessary prune, trim, and cleaning
- Weed Control and Fertilization
 - a. Annual/Perennial/Shrub Beds
 - b. Paved Surfaces
 - c. Stone/Mulch Areas
- Design and installation of turf grass and others hardscape
- Reseeding
- Irrigation System Maintenance
- Monthly report (visual documentation-before and after photos)
- Quality Assurance/Control program
- Airport (additional reporting)

(A) North Fulton Sites:

Provides comprehensive grounds and turf management program to include routine landscape maintenance, design and installation, arborist, and landscape architect services for 20 sites located in the North Fulton area:

1	ADTC	14	Peachtree Library
2	Alpharetta Library	15	Roswell Library
3	Buckhead Library	16	Sandy Springs Library
4	Dorothy Benson Senior Ctr	17	Turner Field Lots (R/Y/B/S)

5	East Roswell Library	18	Customer Service Center @ Maxwell Rd
6	Milton Library	19	Iman Park
7	Morgan Falls Cell Tower Site	20	Warehouse 79 Milton Ave
8	North Fulton Health		
9	NE/Spruill Oaks Library		
10	North Annex		
11	North Training Center		
12	Northside Library		
13	Ocee Library		

(B) South Fulton Sites:

Provides comprehensive grounds and turf management program to include routine landscape maintenance, design and installation, arborist, and landscape architect services for 79 sites to include Fulton County Executive Airport-Charlie Brown located in the South Fulton area:

1	Adams Park	43	New Beginnings Senior Center
2	Adamsville/Collier Heights	44	New Horizons Senior Center
3	Adamsville Health Center	45	Oak Hill Child & Family AC
4	Airport Complex	46	Palmetto Library
5	Airway Motel (vacant lot)	47	Palmetto Senior Center
6	Auburn Neighborhood SC	48	Police Dept. Major Case
7	Bowden Senior Center	49	Police Tactical Center
8	Camp Truitt Senior Center	50	Ponce De Leon Library
9	Camp Truitt 4H (Cooperative Ext)	51	Public Safety Training Center-FIB
10	Emma Darnell Aviation Museum		
11	Central Training Center		
12	Cleveland Ave Library		
13	College Park Library	52	Quality Living Services Senior Center
14	College Park Health Center	53	Red Roof Inn
15	Justice Center Complex	54	Mercury Dr. Parcel
16	Darnell Senior Center	55	McDonald's (FIB
17	David Hagin Firing Range	56	Gas Station Fulton Ind.
18	Dogwood Library	57	Fifty-Four Columns-Art & Culture
19	Dogwood Senior Center	58	Church Street Property

20	East Atlanta Library	59	Loch Lomond Trail
21	East Point Library	60	Village Drive Parcel
22	Election Prep Center	61	Southeast Senior Center
23	Executive Hotel	62	South Annex
24	Fairburn Library	63	South Fulton Library
25	Juvenile Justice Center	64	Southeast Library
26	DREAM Service Building	65	Stonewall Tell
27	Hammond House	66	Southwest Library
28	Hapeville Library		
29	Hapeville Health Center	67	South Fulton Health
30	Hapeville Senior Center	68	Fulton County Animal Shelter
31	Main Jail Complex	69	Bill Allison Cemetery
32	Kirkwood Library	70	Central Maintenance
33	Knights Inn Hotel	71	Sheriff Dept. Training & DC
34	Mechanicsville Library	72	FCSO Motor Pool
35	Medical Examiner's Office	73	Washington Park Library
36	Behavioral Health Community Club House	74	West End Library
37	Metropolitan Library		
38	MLK Jr. Library	75	Wolf Creek Library
39	Helene Mills Senior Center	76	Wolf Creek Trail
40	Neighborhood Union Health Center	77	Wolf Creek Trail Weekly Litter Maint
41	NW Atlanta Library	78	Jefferson Place Homeless Shelter
42	K-9 Unit	79	Jefferson Street Generator Area

Community Impact: Enhance the professional appearance of the facilities and surrounding communities

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

The requested spending authority in the total amount of \$2,105,000.00, is an increase of \$249,115.38 (\$2,105,000.00 - \$1,855,884.62) over the requested spending authority for 2025. That increase is largely due to covering the costs for a 12-month contract. The original contracts were executed for 7-month periods from June 1, 2025, through December 31, 2025, in the total amount not to exceed \$1,628,000.00. DREAM subsequently requested that the BOC approve an increase in spending authority (via Agenda Item 25-0715, approved September 17, 2025) with ReIMAGE in the total amount not to exceed \$227,884.62, to cover the costs for additional landscape maintenance services for 16 additional Countywide sites in 2025.

This is a time and materials contract and the requested spending authority in the total amount of \$2,105,000.00 is sufficient to cover the costs for landscape enhancement, required removal of debris and clean-up, and schedule routine landscape maintenance and lawn care services for Countywide sites, including the Charlie Brown Airport, for FY2026.

Project Implications: This contract provides all the necessary all labor, equipment, transportation, and materials to provide general landscaping, maintenance, and lawn care services for County-wide facilities.

Community Issues/Concerns: None that the Department is aware.

Department Issues/Concerns: If this renewal contract is not approved, DREAM will not have the resources necessary to ensure consistent landscape maintenance throughout the County.

Contract Modification

(A)ReIMAGE General Contractor's, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	25-0351	5/7/25	\$1,350,000.00
Increase Spending Authority No. 1	25-0715	9/17/25	\$227,884.62
Amendment No. 2			\$0.00
1st Renewal			\$2,105,000.00
Total Revised Amount			\$3,682,884.62

Contract & Compliance Information

Total Contract Value: \$2,105,000.00

Prime Vendor: ReIMAGE General Contractors, LLC
Prime Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$2,020,800.00 or 96.00%

Subcontractor: All Turf, Inc.
Subcontractor Status: Non-Minority
Location: Loganville, GA
County: Walton County
Subcontractor Value: \$84,200.00 or 4.00%

Total Contract Value: \$2,105,000.00 or 100.00%
Total Certified Value: \$2,020,800.00 or 96.00%

Exhibits Attached

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Performance Evaluation

Exhibit 3: Contract Renewal Evaluation Form

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: \$1,350,000.00

Previous Adjustments: \$227,884.62

This Request: \$2,105,000.00

TOTAL: \$3,682,884.62

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5222-1160: General, Real Estate and Asset Management, Professional Services- \$1,900,000.00 "Subject to availability of funding adopted for FY2026 by BOC"

Funding Line 2:

200-540-5601-1160: Airport, Public Works, Professional Services- \$120,000.00 "Subject to availability of funding adopted for FY2026 by BOC"

Funding Line 3:

201-540-5459-1160: Water & Sewer Revenue, Public Works, Professional Services- \$42,500.0000 "Subject to availability of funding adopted for FY2026 by BOC"

Funding Line 4:

203-540-5453-1160: Water & Sewer R & E, Public Works, Professional Services- \$42,500.00 "Subject to availability of funding adopted for FY2026 by BOC"

Key Contract Terms	
Start Date: 1/1/2026	End Date: 12/31/2026
Cost Adjustment:	Renewal/Extension Terms: ☐ renewal option remains

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2025

Report Period End:
6/30/2025



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 24RFP103124C-MH (A)

BID/RFP# TITLE: General Landscaping and Lawncare Services for Countywide Facilities

ORIGINAL APPROVAL DATE: May 7, 2025

RENEWAL EFFECTIVE DATES: January 1, 2026

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$2,105,000.00

COMPANY'S NAME: ReIMAGE General Contractors, LLC

ADDRESS: 4355 Cobb Parkway, Suite J-118

CITY: Atlanta

STATE: Georgia

ZIP: 30339

This Renewal Agreement No. ____ was approved by the Fulton County Board of

Commissioners on BOC DATE: _____ **BOC NUMBER:** _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/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

**REIMAGE GENERAL CONTRACTORS,
LLC**

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

**Monica Cainion
Owner**

ATTEST:

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

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

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

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2nd RM: _____ SECOND REGULAR MEETING

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E10
Project	General Landscaping & Lawn Care Services for Countywide Facilities
Project Number	22RFP041122C-MH
Supplier	ReIMAGE General Contractors, LLC
Supplier Project Contact	Monica Cainion (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2025 to 06/30/2025
Effective Date	07/08/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/08/2025 09:31 AM EDT
Completion Date	07/08/2025 09:31 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Not Specified

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Contract Renewal Evaluation Form

Date:	September 2, 2025
Department:	Real Estate and Asset Management
Contract Number:	24RFP103124C-MH
Contract Title:	General Landscaping and Lawn Care Services Countywide Facilities

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

There is not sufficient in-house staffing to perform these functions internally. This contract provides on-site general landscaping and lawn care for 112 total countywide facilities (North Fulton - 26 sites and South Fulton - 86 sites). This contract includes, but is not limited to, maintenance of ground covers, annuals, perennials, shrubs, trees, and irrigation systems. The maintenance shall include, but not limited to, application of fertilizers, herbicides, pesticides, watering, pruning, weeding, deadheading, replacement planting (as approved by the County), loose trash removal and disposal out of county facilities, leaf removal, irrigation repair and maintenance, tree removal, spring and fall clean up, vegetation control, grubbing, upkeep for surplus and unused buildings, facilities, sites, vacant lots, control illegal dumping and removal of debris clean-up on all County-owned sites.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☐ Internet search of pricing for same product or service:

Date of search:	Click here to enter a date.
Price found:	Click here to enter text.
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes:

The bid prices for landscaping are specific to the project sites that are owned by the County. Bidder pricing was determined based on actual site visit. The internet pricing search is only able to determine a rough price per acre which is not an effective method to price the sites owned by the County. The Bid prices submitted by Landscape Contractors per acre size and hourly rates cost reflect market pricing for landscape services.

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	☐ Yes ☒ No
Are they aware of a reduction in pricing in this industry?	☐ Yes ☒ No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Fulton County bid prices are specific to the sites located in the bid documents. No other jurisdiction has the same 108 county sites to make a cost comparison.

☐ **Other (Describe in detail the analysis conducted and the outcome):**

Click here to enter text.

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

FY2025: The County allocated expenditures as of 9/2/2025, **\$1,517,565.69** (includes 90 days Contract Extensions= \$632,212.00 + \$567,732.80 for 2025 Contracts)

FY2024: The County spent \$2,036,150.18

FY2023: The County spent \$1,863,320.60

FY2022: The County spent \$787,473.23

FY2021: The County spent \$321,561.90

FY2020: The County spent \$485,333.16

4. Does the renewal option include an adjustment for inflation? ☐ Yes ☒ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☐ Yes ☒ No

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.

Percent difference between past purchase price and renewal price: [Click here to enter text.](#)

Explanation / Notes:

[Click here to enter text.](#)

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes
☒ No If yes, attach the analysis.

No staff is available to perform this function.

7. What would be the impact on your department if this contract was not approved?

If these renewal contracts are not approved, the Department will not be able to provide General Landscaping and Lawn Care Maintenance Services for these 112 totals County-wide owned sites.

Anthony Spencer

Anthony Spencer, Administrator

September 2, 2025

Prepared by

Date

Joseph Davis

Joe Davis, Director

September 2, 2025

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0773

Meeting Date: 10/15/2025

Department

Real Estate and Asset Management

Requested Action

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 23ITB138801C-GS, Janitorial Services for Selected Fulton County Facilities (Groups C, D & G) in an amount not to exceed \$907,928.00 with (A) American Facility Services, Inc. (Alpharetta, GA), to provide janitorial services for selected Fulton County facilities for Groups C (Central Libraries) and D (North Fulton Libraries) for Fulton County. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026 through December 31, 2026.

Requirement for Board Action

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background This contract provides general cleaning for selected Fulton County facilities for Groups C (Central Libraries, which includes the Fulton County Central Warehouse) and D (North Fulton Libraries) for the Department of Real Estate and Asset Management (DREAM) for FY2026.

Scope of Work: The janitorial contractor shall furnish all materials, labor, tools, janitorial equipment,

cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality janitorial services at these facilities which consists of:

- **Group C (Central Libraries):** Consists of 6 facilities (Central, Auburn, Martin Luther King, Peachtree, and Mechanicsville Libraries and Fulton County Central Warehouse) with a total of 423,952 cleanable sq. ft.
- **Group D (North Fulton Libraries):** Consists of 15 facilities (Alpharetta, Milton, Buckhead, Dogwood, East Atlanta, Kirkwood, Northeast Regional, Northside, Adamsville/Collier Heights, Ponce de Leon, Roswell, Sandy Springs, Fulton Library at Ocee, Northwest Atlanta, and East Roswell Libraries) with a total of 225,198 cleanable sq. ft.

Community Impact: The overall community impact is to provide clean and sanitary facilities for the selected facilities.

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

This is a time and materials contract and the requested spending authorities in an amount of \$907,928.00 is sufficient to cover the costs for materials, equipment, cleaning supplies and day porter labor hours to maintain the required cleaning services for FY2026.

Project Implications: An effective cleaning program is critical to ensuring a healthy environment for staff and visitors.

Community Issues/Concerns: None that the Department is aware.

Department Issues/Concerns: If this renewal contract is not approved, the Department will not be able to provide janitorial services for these selected County facilities.

Contract Modification

(A)American Facility Services, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0272	4/17/24	\$679,630.00
1st Renewal	24-0730	11/6/24	\$907,928.00
2nd Renewal			\$907,928.00
Total Revised Amount			\$2,495,486.00

Contract & Compliance Information

Contract Value: \$907,928.00

Prime Vendor: American Facility Services, Inc.

Prime Status:	Non-Minority
Location:	Alpharetta, GA
County:	Fulton County
Prime Value:	\$499,360.40 or 55.00%
Subcontractor:	Simplee Clean LLC
Subcontractor Status:	African American Female Business Enterprise
Location:	Atlanta, GA
County:	Fulton County
Subcontractor Value:	\$181,585.60 or 20.00%
Subcontractor:	Carter's Professional Cleaning Service
Subcontractor Status:	African American Female Business Enterprise
Location:	Alpharetta, GA
County:	Fulton County
Subcontractor Value:	\$45,396.40 or 5.00%
Subcontractor:	Goldie Solutions
Subcontractor Status:	African American Female Business Enterprise
Location:	Lithia Springs, GA
County:	Douglas County
Subcontractor Value:	\$136,189.20 or 15.00%
Subcontractor:	Phenomenal Janitorial & Maintenance
Subcontractor Status:	African American Female Business Enterprise
Location:	Jonesboro, GA
County:	Clayton County
Subcontractor Value:	\$45,396.40 or 5.00%
Total Contract Value:	\$907,928.00 or 100.00%
Total Certified Value:	\$408,567.60 or 45.00%

Exhibits Attached

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Performance Evaluation
Exhibit 3: Contract Renewal Evaluation Form

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: \$679,630.00
Previous Adjustments: \$907,928.00
This Request: \$907,928.00
TOTAL: \$2,495,486.00

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

100-520-5221-1176: General, Real Estate and Asset Management, Cleaning Services- \$907,928.00
"Subject to availability of funding adopted for FY2026 by BOC"

Key Contract Terms	
Start Date: 1/1/2026	End Date: 12/31/2026
Cost Adjustment:	Renewal/Extension Terms: No renewal options remain

Overall Contractor Performance Rating: 91**Would you select/recommend this vendor again?**

Yes

Report Period Start: 4/1/2025
Report Period End: 6/30/2025



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23ITB138801C-GS

BID/RFP# TITLE: Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)

ORIGINAL APPROVAL DATE: April 17, 2024

RENEWAL EFFECTIVE DATES: January 1, 2026

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$907,928.00

COMPANY'S NAME: American Facility Services, Inc.

ADDRESS: 1325 Union Hill Industrial Court, Suite A

CITY: Alpharetta

STATE: Georgia

ZIP: 30004

This Renewal Agreement No. 2 was approved by the Fulton County Board of

Commissioners on BOC DATE: _____ **BOC NUMBER:** _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/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

**AMERICAN FACILITY SERVICES,
INC.**

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

**Harold Angel
Vice President**

ATTEST:

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

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

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

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ RM: _____ SECOND REGULAR MEETING

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E5
Project	Janitorial Services for Fulton County Facilities (Groups C, D & G)
Project Number	23ITB138801C-GS
Supplier	American Facility Services, Inc.
Supplier Project Contact	Andrea Nugent (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2025 to 06/30/2025
Effective Date	08/18/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/18/2025 10:32 AM EDT
Completion Date	08/18/2025 10:32 AM EDT
Evaluation Score	91

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

American Facilities Service has provided an excellent product within all the buildings they service for Fulton County

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

American facilities Service is very professional and maintains a good on time performance within their buildings.

BUSINESS RELATIONS

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

Business relations are excellent.

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Customer satisfaction is very positive throughout the contract. Ratings are high.

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

American Facilities Service maintains a good cost control throughout the contract.

GENERAL COMMENTS

Comments

American Facilities Service is a fantastic Company to have on the contract.

Contract Renewal Evaluation Form

Date:	August 26, 2025
Department:	Real Estate and Asset Management
Contract Number:	23ITB138801C-GS
Contract Title:	Janitorial Services for Selected County Facilities (Groups C, D & G)

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed, and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

The Scope of Work for this contract cannot be reduced because we do not have the in-house capabilities to furnish all janitorial services and labor, materials, cleaning supplies (soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality of janitorial services at these County facilities.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☐ Internet search of pricing for same product or service:

Date of search:	Click here to enter a date.
Price found:	Click here to enter text.
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes:

The prices for Janitorial Services do reflect the current market value in the Atlanta metro area. This procurement was conducted in accordance with all applicable provisions of the Fulton County Purchasing Code Selection 102-373, all Competitive Sealed Bids.

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	City of Atlanta/Vince Williams
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	☐ Yes ☒ No
Are they aware of a reduction in pricing in this industry?	☐ Yes ☒ No
How does pricing compare to Fulton County's award contract?	Yes, the prices are comparable.

Explanation / Notes:

Costs vary considerably depending on how much you want done and how often, and pricing is not at all clear-cut -- it depends a great deal on the company and building type. Many janitorial cleaning companies will charge a flat rate. The average cost to clean per square foot is approximately range from \$1.08 to 1.45. Compared to City of Atlanta, the County is paying comparable price for janitorial services.

☐ **Other (Describe in detail the analysis conducted and the outcome):**

Click here to enter text.

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

FY2025 The County allocated expenditure as of 8/26/2026, \$735,570.32

FY2024 The County spent \$770,886.00

FY2023 The County spent \$1,128,809.30

FY2022 The County spent \$917,245.63

FY2021 The County Spent \$732,617.85

FY2020 The County spent \$550,631.20; the Central Library was temporally closed for renovation.

4. Does the renewal option include an adjustment for inflation? ☐ Yes ☒ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☒ Yes ☐ No

Date of last purchase:	Click here to enter a date.

Price paid: [Click here to enter text.](#)

Inflation rate: [Click here to enter text.](#)

Adjusted price: [Click here to enter text.](#)

Percent difference between past purchase price and renewal price: [Click here to enter text.](#)

Explanation / Notes:

[Click here to enter text.](#)

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☒ Yes
☐ No If yes, attach the analysis.

Service was performed in-house for approximately 3 years but proved to be costly and ineffective. Due to the projected Health Care requirement, high absenteeism rate and rising supply cost, it was more cost effective to outsource the services.

7. What would be the impact on your department if this contract was not approved?

If these renewals are not approved, there will be a delay in providing Janitorial Services for selected County Facilities. The overall impact is that clean and sanitary facilities will reduce any potential disease and sickness to County employees and patrons in these facilities.

James Morehead

James Morehead, Building Services Mgr.

September 8, 2025

Prepared by

Date

Joseph Davis

Joseph N. Davis, Director

September 8, 2025

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0774

Meeting Date: 10/15/2025

Department

Public Works

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

Request approval to renew existing contracts - Department of Public Works, 24ITB091324K-CRB, Standby Miscellaneous Construction Wastewater System Services in a total amount not to exceed \$14,000,000.00 with (A) Site Engineering, Inc. (Atlanta, GA) in an amount not to exceed \$3,400,000.00; (B) Wade Coots Company, Inc. (Austell, GA) in an amount not to exceed \$3,600,000.00; (C) Sol Construction, LLC (Atlanta, GA) in an amount not to exceed \$3,800,000.00; and, (D) Kemi Construction Company, Inc. (College Park, GA) in an amount not to exceed \$3,200,000.00 to provide standby miscellaneous construction wastewater system services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026, through December 31, 2026.

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, 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)*

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The Department of Public Works recommends approval to renew the existing contracts with Site Engineering, Wade Coots Company, Kemi Construction Company, and Sol Construction to provide standby miscellaneous construction wastewater system services.

Scope of Work: These standby contracts consist of providing all labor, equipment and materials necessary for the construction, installation, and repair of sewer mains, wastewater service lines, and projects associated with the spill mitigation program in order to reduce the inflow and infiltration of storm water into the sanitary system within both North and South Fulton County service areas. The work includes providing an emergency wastewater main repair crew on an as needed basis, as directed by Public Works staff.

Community Impact: Wastewater repairs can be made expeditiously under the standby contracts which decreases the amount of time wastewater service may be interrupted to customers.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: Without the assistance of on-call, standby contractors, the amount of repair work that can be completed by Fulton County will be limited, especially in emergency situations.

Community Issues/Concerns: No concerns have been raised to Public Works staff.

Department Issues/Concerns: Public Works does not have any concerns or issues. The four firms have satisfactorily provided on-call wastewater construction services to Fulton County in the past.

Contract Modification:

(A) Site Engineering, Inc

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	25-0031	1/8/2025	\$3,400,000.00
1st Renewal			\$3,400,000.00
2 nd Renewal			\$.00
Extension #1			\$.00
Total Revised Amount			\$6,800,000.00

(B) Wade Coots Company, Inc

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	25-0031	1/8/2025	\$3,600,000.00
1st Renewal			\$3,600,000.00
2 nd Renewal			\$.00
Extension #1			\$.00
Total Revised Amount			\$7,200,000.00

(C) Sol Construction, LLC

Current Contract History	BOC Item	Date	Dollar Amount

Original Award Amount	25-0031	1/8/2025	\$3,800,000.00
1st Renewal			\$3,800,000.00
2 nd Renewal			\$.00
Extension #1			\$.00
Total Revised Amount			\$7,600,000.00

(D) Kemi Construction Company, Inc

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	25-0031	1/8/2025	\$3,200,000.00
1st Renewal			\$3,200,000.00
2 nd Renewal			\$.00
Extension #1			\$.00
Total Revised Amount			\$6,400,000.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Total Contract Value: \$14,000,000.00****(A)****Contract Value: \$3,400,000.00**

Prime Vendor: Site Engineering, Inc.
Prime Status: Small Business Enterprise (SBE)
Location: Atlanta, GA
County: Fulton County
Prime Value: \$1,830,560.00 or 53.84%

Subcontractor: JDJ
Subcontractor Status: African American Male Business Enterprise
Location: Decatur, GA
County: DeKalb County
Contract Value: \$1,180,480.00 or 34.72%

Subcontractor: F.M. Shelton
Subcontractor Status: African American Female Business Enterprise
Location: Decatur, GA
County: DeKalb County
Contract Value: \$194,480.00 or 5.72%

Subcontractor: Lori's Transportation & Excavation d/b/a Lori's Paving
Subcontractor Status: African American Male Business Enterprise
Location: Decatur, GA
County: DeKalb County
Contract Value: \$194,480.00 or 5.72%

Total Contract Value: \$3,400,000.00 or 100%
Total Certified Value: \$3,400,000.00 or 100%

(B)
Contract Value: \$3,600,000.00

Prime Vendor: Wade Coots
Prime Status: Non-Minority
Location: Hiram, GA
County: Paulding County
Prime Value: 3,060,000.00 or 85.00%

Subcontractor: PKS
Subcontractor Status: Non-Minority
Location: Lithia Springs, GA
County: Douglas County
Contract Value: \$180,000.00 or 5.00%

Subcontractor: C & H Planners
Subcontractor Status: Non-Minority
Location: Tucker, GA
County: DeKalb County
Contract Value: \$180,000.00 or 5.00%

Subcontractor: SUM Consulting
Subcontractor Status: White Female Business Enterprise
Location: Rome, GA
County: Floyd County
Contract Value: \$180,000.00 or 5.00%

Total Contract Value: \$3,600,000.00 or 100%
Total Certified Value: \$180,000.00 or 5.00%

(C)
Contract Value: \$3,800,000.00

Prime Vendor: Sol Construction
Prime Status: Hispanic Female Business Enterprise
Location: Atlanta, GA

County: Fulton County
Prime Value: \$3,705,000.00 or 97.50%

Subcontractor: Global Control
Subcontractor Status: Asian American Female Business Enterprise
Location: Smyrna, GA
County: Cobb County
Contract Value: \$38,000.00 or 1.00%

Subcontractor: Llamas Coatings
Subcontractor Status: Hispanic Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: \$57,000.00 or 1.50%

Total Contract Value: \$3,800,000.00 or 100%
Total Certified Value: \$3,800,000.00 or 100%

(D)

Contract Value: \$3,200,000.00

Prime Vendor: Kemi
Prime Status: African American Male Business Enterprise
Location: College, GA
County: Fulton County
Prime Value: \$2,432,000.00 or 76.00%

Subcontractor: K & E Group
Subcontractor Status: African American Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: \$224,000.00 or 7.00%

Subcontractor: D&D Service
Subcontractor Status: Disadvantage Business Enterprise (DBE)
Location: Stone Mountain, GA
County: DeKalb County
Contract Value: \$224,000.00 or 7.00%

Subcontractor: Core & Main
Subcontractor Status: Non-Minority
Location: Kennesaw, GA
County: Cobb County
Contract Value: \$320,000.00 or 10.00%

Total Contract Value: \$3,200,000.00 or 100.00%
Total Certified Value: \$2,880,000.00 or 90.00%

Grand Contract Value: \$14,000,000.00 or 100.00%
Grand Certified Value: \$10,260,000.00 or 73.29%

Exhibits Attached

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Contract Renewal Evaluation Form
Exhibit 3: Performance Evaluation

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

Roy Barnes, Deputy Director, Public Works 404-612-6317

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$14,000,000.00
Previous Adjustments: \$0.00
This Request: \$14,000,000.00
TOTAL: \$28,000,000.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award

Agenda Item No.: 25-0774

Meeting Date: 10/15/2025

End Date:

☐ Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-I067: Water & Sewer R & E, Public Works, Misc. Sewer Line Project - \$14,000,000.00.

Key Contract Terms	
Start Date: 1/1/2026	End Date: 12/31/2026
Cost Adjustment:	Renewal/Extension Terms: O option remains

Overall Contractor Performance Rating:

(A) Site Engineering, Inc.	94
(B) Wade Coots Company, Inc.	91
(C) Sol Construction, LLC	94
(D) Kemi Construction Company, Inc.	88

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2025

Report Period End:
3/31/2025



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 24ITB091324K-CRB

BID/RFP TITLE: 2025 Standby Miscellaneous Construction Wastewater System Services

ORIGINAL APPROVAL DATE: January 8, 2025

RENEWAL EFFECTIVE DATES: January 1, 2026

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$3,400,000.00

COMPANY'S NAME: Site Engineering Inc.

ADDRESS: 7025 Best Friend Rd.

CITY: Atlanta

STATE: GA

ZIP: 30281

This Renewal Agreement No. ____ was approved by the Fulton County Board of

Commissioners on BOC DATE: _____ as BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/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

SITE ENGINEERING INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Insert name]
[Insert title]

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

David Clark, Director
Public Works

ITEM#: _____ RM: _____	ITEM#: _____ 2 nd RM: _____
REGULAR MEETING	SECOND REGULAR MEETING

CERTIFICATE OF INSURANCE



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 24ITB091324K-CRB

BID/RFP TITLE: 2025 Standby Miscellaneous Construction Wastewater System Services

ORIGINAL APPROVAL DATE: _____

RENEWAL EFFECTIVE DATES: January 1, 2026

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$3,600,000.00

COMPANY'S NAME: Wade Coots Company, Inc

ADDRESS: 174 Duncan Circle

CITY: Hiram

STATE: GA

ZIP: 30141

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE _____ as BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/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

WADE COOTS COMPANY, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Insert name]
[Insert title]

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

David Clark, Director
Public Works

ITEM#: _____ RM: _____	ITEM#: _____ 2nd RM: _____
REGULAR MEETING	SECOND REGULAR MEETING

CERTIFICATE OF INSURANCE



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 24ITB091324K-CRB

BID/RFP TITLE: 2025 Standby Miscellaneous Construction Wastewater System Services

ORIGINAL APPROVAL DATE: January 8, 2025

RENEWAL EFFECTIVE DATES: January 1, 2026

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$3,800,000.00

COMPANY'S NAME: Sol Construction, LLC

ADDRESS: 4120 Presidential Pkwy #115

CITY: Atlanta, GA

STATE: GA

ZIP: 30340

This Renewal Agreement No. ____ was approved by the Fulton County Board of

Commissioners on BOC DATE: _____ as BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/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

SOL CONSTRUCTION, LLC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Insert name]
[Insert title]

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

David Clark, Director
Public Works

ITEM#: _____ RM: _____	ITEM#: _____ 2 nd RM: _____
REGULAR MEETING	SECOND REGULAR MEETING

CERTIFICATE OF INSURANCE



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 24ITB091324K-CRB

BID/RFP TITLE: 2025 Standby Miscellaneous Construction Wastewater System Services

ORIGINAL APPROVAL DATE: January 8, 2025

RENEWAL EFFECTIVE DATES: January 1, 2026

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$3,200,000.00

COMPANY'S NAME: Kemi Construction Company, Inc.

ADDRESS: 2550 West Point Avenue

CITY: College Park

STATE: GA

ZIP: 30337

This Renewal Agreement No. ____ was approved by the Fulton County Board of

Commissioners on BOC DATE: _____ as BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/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

**KEMI CONSTRUCTION COMPANY,
INC.**

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

[Insert name]
[Insert title]

ATTEST:

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

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

**David Clark, Director
Public Works**

ITEM#: _____ RM: _____	ITEM#: _____ 2nd RM: _____
REGULAR MEETING	SECOND REGULAR MEETING

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	September 2, 2025
Department:	Public Works
Contract Number:	24ITB091324K-CRB
Contract Title:	Standby Miscellaneous Construction Wastewater System Services

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

I work closely with our maintenance unit (north and South) to perform most services in-house to mitigate the costs.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☐ Internet search of pricing for same product or service:

Date of search:

Price found:

Different features / Conditions:

Percent difference between internet price and renewal price:

Explanation / Notes:

☐ Market Survey of other jurisdictions:

Date contacted:	
Jurisdiction Name / Contact name:	Cobb County Jhon Finch Clayton County Monique Johnson DeKalb Shatasha Edwards
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	

Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	☐ Yes ☒ No
Are they aware of a reduction in pricing in this industry?	☐ Yes ☒ No
How does pricing compare to Fulton County's award contract?	Comparable

Explanation / Notes:

☐ Other (Describe in detail the analysis conducted and the outcome):

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

4. Does the renewal option include an adjustment for inflation? ☐ Yes ☒ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☐ Yes ☒ No

Date of last purchase:

Price paid:

Inflation rate:

Adjusted price:

Percent difference between past purchase price and renewal price:

Explanation / Notes:

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☒ Yes
☐ No If yes, attach the analysis. Discussions were held with superintendents both north and south and it was agreed that the county would provide Bypass pumps, pipes and pump watch when possible

7. What would the impact on your department if this contract was not approved?

Major fines from regulatory agencies

Performance Evaluation Details

ID	E9
Project	Standby Miscellaneous Construction Wastewater System Services
Project Number	21ITB081321K-CRB
Supplier	Site Engineering Inc
Supplier Project Contact	Tamara L Isbell (preferred language: English)
Performance Program	Construction Services
Evaluation Period	01/01/2025 to 03/31/2025
Effective Date	04/22/2025
Evaluation Type	Formal
Interview Date	02/12/2025
Expectations Meeting Date	03/31/2025
Status	Completed
Publication Date	04/22/2025 02:29 PM EDT
Completion Date	04/22/2025 02:29 PM EDT
Evaluation Score	94

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

BUDGET MANAGEMENT

20/20

Rating

Outstanding: Reasonable pricing on Scope Changes and processed in an expedited manner. Outstanding cost control. Changes in project scope outside of the consultant's control are identified quickly, with consideration given to the financial and budget implications. Scope changes submitted quickly with thorough rational and fair costing.

Comments

Not Specified

OVERALL CONSTRUCTION PROJECT MANAGEMENT

17/20

Rating

Excellent: Commendable Project Management that exceeds in some areas.

Comments

Not Specified

COST CONTROL

17/20

Rating

Excellent: Claims process managed well and at times are expedited. At times actively sent documents to the User Department concerning potential cost overruns.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E8
Project	Standby Miscellaneous Construction Wastewater System Services
Project Number	21ITB081321K-CRB
Supplier	Wade Coots Company, Inc
Supplier Project Contact	Mark Sutton (preferred language: English)
Performance Program	Construction Services
Evaluation Period	01/01/2025 to 03/31/2025
Effective Date	04/22/2025
Evaluation Type	Formal
Interview Date	03/11/2025
Expectations Meeting Date	03/31/2025
Status	Completed
Publication Date	04/22/2025 02:32 PM EDT
Completion Date	04/22/2025 02:32 PM EDT
Evaluation Score	91

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

BUDGET MANAGEMENT

17/20

Rating

Excellent: Design within budget and exceeds in some areas. Changes in project scope are identified and are submitted with rational and fair costing.

Comments

Not Specified

OVERALL CONSTRUCTION PROJECT MANAGEMENT

17/20

Rating

Excellent: Commendable Project Management that exceeds in some areas.

Comments

Not Specified

COST CONTROL

20/20

Rating

Outstanding: Proactive tracking and forecasting of the construction contract on a regular basis. This includes expedited and relevant input on Contractor claim submissions, with thorough justification and guidance on cost control of the construction contract. Proactively documents to the User Department potential cost overruns.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E8
Project	Standby Miscellaneous Construction Wastewater System Services
Project Number	21ITB081321K-CRB_Sol
Supplier	Sol Construction, LLC
Supplier Project Contact	Sol Estimating (preferred language: English)
Performance Program	Construction Services
Evaluation Period	01/01/2025 to 03/31/2025
Effective Date	04/22/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	04/22/2025 02:35 PM EDT
Completion Date	04/22/2025 02:35 PM EDT
Evaluation Score	94

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

BUDGET MANAGEMENT

20/20

Rating

Outstanding: Reasonable pricing on Scope Changes and processed in an expedited manner. Outstanding cost control. Changes in project scope outside of the consultant's control are identified quickly, with consideration given to the financial and budget implications. Scope changes submitted quickly with thorough rational and fair costing.

Comments

Not Specified

OVERALL CONSTRUCTION PROJECT MANAGEMENT

17/20

Rating

Excellent: Commendable Project Management that exceeds in some areas.

Comments

Not Specified

COST CONTROL

17/20

Rating

Excellent: Claims process managed well and at times are expedited. At times actively sent documents to the User Department concerning potential cost overruns.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E8
Project	Standby Miscellaneous Construction Wastewater System Services
Project Number	21ITB081321K-CRB_Kemi
Supplier	Kemi Construction Co. Inc.
Supplier Project Contact	Yuliza Contreras (preferred language: English)
Performance Program	Construction Services
Evaluation Period	01/01/2025 to 03/31/2025
Effective Date	04/22/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	04/22/2025 02:33 PM EDT
Completion Date	04/22/2025 02:33 PM EDT
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

BUDGET MANAGEMENT

17/20

Rating

Excellent: Design within budget and exceeds in some areas. Changes in project scope are identified and are submitted with rational and fair costing.

Comments

Not Specified

OVERALL CONSTRUCTION PROJECT MANAGEMENT

20/20

Rating

Outstanding: Outstanding Construction Project Management that exceeds in all areas.

Comments

Not Specified

COST CONTROL

17/20

Rating

Excellent: Claims process managed well and at times are expedited. At times actively sent documents to the User Department concerning potential cost overruns.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0775

Meeting Date: 10/15/2025

Department

Public Works

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

Request approval to renew an existing contract - Department of Public Works, 23ITB458876A-KM, Small Water Meter Installation in an amount not to exceed \$300,000.00 with Jewel of the South, Inc. (Conyers, GA), to provide small water meter installation services. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026, through December 31, 2026.

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, 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)*

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This contract provides for the installation of small water meters for new developments and the replacement of existing malfunctioning meters.

Scope of Work: The contractor is responsible for furnishing all materials (Fulton County furnish meters, curb stops, backflows and meter boxes), labor, tools, equipment and appurtenances necessary for small water meter installation and replacement of small water meters (under 2") as necessary for new water service customers and replacement of existing water meters that have

reached the end of their useful life. This contract achieves the Department's goals of maintaining system reliability and ensuring fiscal responsibility.

The Water Services Division, through the small meter installation contract, has been able to provide timely installation of new water services.

The overall amount of work undertaken by this contract by the vendor will likely decrease over time as the Metering as a Service (MaaS) project is implemented in 2026. However, until such time when the MaaS vendor is fully engaged to install new water meters, this vendor (Jewel of the South) will continue to provide that service for Public Works.

Community Impact: As part of continued development activity in North Fulton, there is a need to provide new water meter connections to serve developments from the existing water mains. Additionally, an increase in the correct metering of small services has resulted in an increase in revenue and decreased unaccounted usage of water in the water system.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: The Small Meter installation contract provides for the installation of new service meters for new customers. The service provides for timely installation of small meter service while working with developers to note impact the development timetable.

Community Issues/Concerns: No community issues/concerns have been raised by constituents.

Department Issues/Concerns: The Department of Public Works does not have any issues or concerns with this contract award.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0015	1/10/2024	\$620,000.00
1st Renewal	24-0572	9/4/2024	\$620,000.00
Increase in Spending Authority	25-0609	8/20/2025	\$250,000.00
2nd Renewal			\$300,000.00
Total Revised Amount			\$1,790,000.00

Contract & Compliance Information

Contract Value: \$300,000.00

Prime Vendor: Jewel of the South
Prime Status: African American Female Business Enterprise
Location: Conyers, GA
County: Rockdale County
Prime Value: \$300,000.00 or 100.00%

Total Contract Value: **\$300,000.00 or 100.00%**
Total Certified Value: **\$300,000.00 or 100.00%**

Exhibits Attached

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Contract Renewal Evaluation Form
Exhibit 3: Contract Performance Report

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

Adriana Bustillos, Deputy Director, Public Works, 404-612-7407.

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,490,000.00
Previous Adjustments: \$0.00
This Request: \$300,000.00
TOTAL: \$1,790,000.00

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:

203-540-5453-1160: Water & Sewer R & E, Public Works, Professional Services

Key Contract Terms

Agenda Item No.: 25-0775

Meeting Date: 10/15/2025

Start Date: 1/1/2026	End Date: 12/31/2026
Cost Adjustment:	Renewal/Extension Terms: No options remain

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2025

Report Period End:
6/30/2025



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 23ITB458876A-KM

BID/RFP TITLE: Small Water Meter Installation

ORIGINAL APPROVAL DATE: February 21, 2024

RENEWAL EFFECTIVE DATES: January 1, 2026, through December 31, 2026

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: No renewal remains

RENEWAL AMOUNT: \$300,000.00

COMPANY'S NAME: Jewel of the South, Inc.

ADDRESS: 1540 Hwy 138 SE, Ste. 4B

CITY: Conyers

STATE: GA

ZIP: 30013

This Renewal Agreement No. ____ was approved by the Fulton County Board of

Commissioners on BOC DATE: _____ **BOC NUMBER:** _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/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

JEWEL OF THE SOUTH, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Valisa Shannon
CEO

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

David, Clark, Director
Public Works

ITEM#: _____ RM: _____	ITEM#: _____ 2 nd RM: _____
REGULAR MEETING	SECOND REGULAR MEETING

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	June 20, 2025
Department:	Public Works
Contract Number:	23ITB458876A-KM
Contract Title:	Small Water Meter Installation

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

To reduce the scope and cost of this contract, the department has discussed: standardization of meter types and prioritization of installations. Standardizing the types of meters used across the service area allows the department to purchase meters in bulk, often at a lower cost. This can reduce the overall cost of the contract since the materials cost less. Implementing meter installations in phases allows the department to spread out costs over time. Also, the department is looking to procure a Meters As A Service (Maas) contract, which would allow the mechanisms stated above.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☒ Internet search of pricing for same product or service:

Date of search:	June 27, 2025
Price found:	\$1,500
Different features / Conditions:	Meter size
Percent difference between internet price and renewal price:	3%

Explanation / Notes:

☐ Market Survey of other jurisdictions:

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	

Price paid:	
Inflation rate:	
Adjusted price:	
Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	☐ Yes ☐ No
Are they aware of a reduction in pricing in this industry?	☐ Yes ☐ No
How does pricing compare to Fulton County's award contract?	

Explanation / Notes:

☐ Other (Describe in detail the analysis conducted and the outcome):

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

\$500,000

4. Does the renewal option include an adjustment for inflation? ☐ Yes ☐ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☐ Yes ☐ No

Date of last purchase:	June 24, 2025
Price paid:	\$1,500
Inflation rate:	3%
Adjusted price:	\$1,545
Percent difference between past purchase price and renewal price:	

Explanation / Notes:

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes ☒ No
If yes, attach the analysis.

7. What would be the impact on your department if this contract was not approved?

Without a dedicated contract, the department might face delays in installing new meters or replacing old ones, leading to a backlog of work. This

can slow down new connections and upgrades, affecting customer satisfaction and operational efficiency. Financially, relying on ad-hoc or emergency stand-by contractors for meter installations could result in higher costs compared to a negotiated, long-term contract. The department might have to pay premium rates for short-term services or emergency repairs.

Performance Evaluation Details

ID	E3
Project	Small Water Meter Installation
Project Number	23ITB458876A-KM
Supplier	Jewel of the South, Inc.
Supplier Project Contact	Valisa Shannon (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2025 to 06/30/2025
Effective Date	07/02/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/02/2025 02:02 PM EDT
Completion Date	07/02/2025 02:02 PM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

Not Specified

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Not Specified

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Not Specified

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0776

Meeting Date: 10/15/2025

Department

Public Works

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

Request approval to renew an existing contract - Department of Public Works, 22RFP134460K-JAJ, Professional Services for Airport Consulting and Engineering Services Design/Engineering/Construction an amount not to exceed \$1,015,000.00 with Michael Baker International to provide design, engineering and construction inspection services for updating, modifying and implementing the Capital Improvement Plan at Fulton County Executive Airport - Charlie Brown Field. This action exercises the third of four renewal options. One renewal option remains. Effective dates: January 1, 2026, through December 31, 2026.

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, 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)*

Infrastructure and Economic Development

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The Fulton County Executive Airport - Charlie Brown Field receives federal funds and pursuant to the requirements of the Georgia Department of Transportation and the Federal Aviation Administration the airport must have an engineering consultant to assist the Airport with various design, engineering, and construction activities.

Scope of Work: The scope includes consulting and engineering services related to airport design, engineering, and construction.

General types of projects include but are not limited to:

- Prepare Project Funding Applications and Capital Improvements Program (CIP) Documents
- Perform Design, Bidding and Negotiation, Construction Administration, and Resident Inspection Services
- Assist with DBE Program Overall Goal Updates / Program Administration
- Construct/Rehabilitate Airfield Drainage Systems
- Construct/Rehabilitate Airfield Pavement, Lighting, and NAVAIDs/ILS Improvements
- Construct/Rehabilitate Airport Buildings (Terminal / Hangars / Maintenance)
- Construct/Rehabilitate Airport Roadways and Parking Lots
- Install/Upgrade Airport Fencing and Security Systems
- Improve Runway/Taxiway Safety Areas/Object Free Areas

Community Impact: As part of each project, public outreach is required. Therefore, the surrounding neighborhood will be able to better understand the impact any improvement to the Airport might have on the community.

Department Recommendation: The Department of Public Works requests the BOC approve the renewal of the existing contract between Michael Baker International and the Fulton County Executive Airport - Charlie Brown Field.

Project Implications: No current project implications.

Community Issues/Concerns: No issues or concerns have been expressed nor are expected to be expressed by the community.

Department Issues/Concerns: No issues or concerns have been raised by Public Works staff.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0947	12/7/2022	\$715,000.00
1st Renewal	23-0817	11/15/2023	\$715,000.00
2 nd Renewal	24-0733	11/6/2024	\$1,015,000.00
Amendment # 1	24-0759	11/6/2024	\$300,000.00
3rd Renewal			\$1,015,000.00
Total Revised Amount			\$3,760,000.00

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

Contract Value: **\$1,015,000.00**

Prime Vendor: **Michael Baker International**
Prime Status: **Non-Minority**

Location: Norcross, GA
County: Gwinnett County
Prime Value: \$380,219.00 or 37.46%

Subcontractor: Anderson Design, Inc.
Subcontractor Status: Non-Minority
Location: Lawrenceville, GA
County: Gwinnett County
Contract Value: \$20,097.00 or 1.98%

Subcontractor: CDM Smith
Subcontractor Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Contract Value: \$49,227.50 or 4.85%

Subcontractor: Corporate Environmental Risk
Management, LLC (CERM)
Subcontractor Status: DBE
Location: Tucker, GA
County: DeKalb County
Contract Value: \$52,272.50 or 5.15%

Subcontractor: Goode Van Slyke Architecture
Subcontractor Status: DBE
Location: Atlanta, GA
County: Fulton County
Contract Value: \$339,750.50 or 33.47%

Subcontractor: Jvition, Inc.
Subcontractor Status: Non-Minority
Location: Kansas City, MO
County: Wyandotte County
Contract Value: \$15,225.00 or 1.50%

Subcontractor: Key Engineering
Subcontractor Status: DBE
Location: Decatur, GA
County: DeKalb County
Contract Value: \$75,110.00 or 7.40%

Subcontractor: Long Engineering, Inc.
Subcontractor Status: White Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: \$29,130.50 or 2.87%

Subcontractor: Wilmer Engineering, Inc.
Subcontractor Status: White Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: \$53,998.00 or 5.32%

Total Contract Value: \$1,015,000.00 or 100.00%
Certified Value: \$550,261.50 or 54.21%
DBE Participation: \$467,611.00 or 46.07%

Exhibits Attached

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Contract Renewal Evaluation Form
Exhibit 3: Performance Evaluation

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

Gary Hudson, Airport Manager, Fulton County, 404-613-4205

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$715,000.00
Previous Adjustments:	\$2,030,000.00
This Request:	\$1,015,000.00
TOTAL:	\$3,760,000.00

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:**

200-540-5601-1160: Airport, Public Works, Professional Services - \$1,015,000.00

Key Contract Terms	
Start Date: 1/1/2026	End Date: 12/31/2026
Cost Adjustment:	Renewal/Extension Terms: 1 renewal option remains

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2025

Report Period End:
3/31/2025



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: _Public Works

BID/RFP# NUMBER:22RFP134460K-JAJ

BID/RFP# TITLE: Professional Services Airport Consulting and Engineering Services

ORIGINAL APPROVAL DATE: 12/07/2022

RENEWAL EFFECTIVE DATES: 01/01/2026-12/31/2026

RENEWAL OPTION #: 3 OF 4

NUMBER OF RENEWAL OPTIONS: 4

RENEWAL AMOUNT: \$1,015,000.00

COMPANY'S NAME: Michael Baker, International, Inc.

ADDRESS: 420 Technology Parkway Suite 150

CITY: Peachtree Corners

STATE: GA

ZIP: 30092

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

RENEWAL OF CERTIFICATE OF INSURANCE: The Contractor is required to maintain insurance during the entire term of this Agreement, including contract renewal options. The Contractor must furnish the County a renewal Certificate of Insurance showing the required coverage as specified in the Contract Agreement. A current COI must be provided before the commencement of work on this project. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/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

Michael Baker, International, Inc

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

**[Insert name]
[Insert title]**

ATTEST:

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

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

**David Clark, Director
Public Works**

ITEM#: _____ RM: _____	ITEM#: _____ 2ND RM: _____
REGULAR MEETING	SECOND REGULAR MEETING

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	June 20, 2025
Department:	Public Works
Contract Number:	22RFP134460K-JAJ
Contract Title:	Professional Services for Airport Consulting and Engineering Services Design/Engineering/Construction

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

The Scope for this contract remains the same as the approved contract. The work that is needed can be funded with the budgeted amount. Much of the work conducted by Michael Baker International, is to assist with Federal grants and projects funded by the state and Federal government.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☐ **Internet search of pricing for same product or service:**

Date of search:

Price found:

Different features / Conditions:

Percent difference between internet price and renewal price:

Explanation / Notes:

☐ **Market Survey of other jurisdictions:**

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	

Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	☐ Yes ☐ No
Are they aware of a reduction in pricing in this industry?	☐ Yes ☐ No
How does pricing compare to Fulton County's award contract?	

Explanation / Notes:

☐ Other (Describe in detail the analysis conducted and the outcome):

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

\$597,384.71

4. Does the renewal option include an adjustment for inflation? ☐ Yes ☐ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☐ Yes ☐ No

Date of last purchase:

Price paid:

Inflation rate:

Adjusted price:

Percent difference between past purchase price and renewal price:

Explanation / Notes:

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes
☒ No If yes, attach the analysis.

7. What would be the impact on your department if this contract was not approved?

The Federal Aviation Administration requires that the airport have a consultant under contract to receive Federal funding.

Performance Evaluation Details

ID	E5
Project	Airport Consulting Services Engineering/Design/Construction
Project Number	22RFP134460K-JAJ
Supplier	Michael Baker International, Inc.
Supplier Project Contact	Carmen Dawkins (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	01/01/2025 to 03/31/2025
Effective Date	05/19/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	05/19/2025 09:18 AM EDT
Completion Date	05/19/2025 09:18 AM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Not Specified

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Not Specified

TECHNICAL SUPPORT DURING CONSTRUCTION

17/20

Rating

Excellent: Commendable. Contractor submissions are expedited on some occasions.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Not Specified

GENERAL COMMENTS

Comments

No comments. Team continues to perform well and meet expectations.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0777

Meeting Date: 10/15/2025

Department

Medical Examiner

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

Request approval to renew an existing contract- Medical Examiner, 24RFP144589C-JH, Toxicology Services in an amount not to exceed \$175,275.00 with National Medical Services, Inc. dba NMS Labs (Horsham, PA) to provide forensic postmortem toxicology testing. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026 through December 31, 2026.

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, 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 This contract will provide Postmortem Toxicology Testing Services for the Medical Examiner's Office. Timely toxicology testing and comprehensive reporting of results are essential functions of death investigations in determining the cause and manner of death in support of law enforcement agencies, the court system, next-of-kin, and the citizens of Fulton County.

Scope of Work: Contractor shall furnish all labor, materials and equipment necessary to provide comprehensive postmortem forensic toxicology testing services that meet the minimum qualifications,

quality and test specifications set forth in the solicitation for the Medical Examiner's Office on an as needed basis.

Community Impact: N/A

Department Recommendation: National Medical Services Inc.

Project Implications: Coordinate criminal justice through a unified, collaborative approach with courts, public safety, and community partners by providing information, evidence and expert opinions to law enforcement agencies and the court system in cases of deaths resulting from criminal acts.

Community Issues/Concerns: N/A

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

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	25-0214	03/19/2025	\$175,275.00
1st Renewal			\$175,275.00
Total Revised Amount			\$350,500.00

Contract & Compliance Information

Contract Value: \$175,275.00

Prime Vendor: National Medical Services, Inc. dba NMS Labs
Prime Status: Non-Minority
Location: Horsham, PA
County: Montgomery County
Prime Value: \$175,275.00 or 100.00%

Total Contract Value: \$175,275.00 or 100.00%

Total Certified Value: \$0

Exhibits Attached

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Performance Evaluation
Exhibit 3: Contract Renewal Evaluation form

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

Marian Green, Deputy Director (404) 613-4502

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$175,275.00
Previous Adjustments: \$0.00
This Request: \$175,275.00
TOTAL: \$350,500.00

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

100-340-3400-1160: General, Medical Examiner, Professional Services

Key Contract Terms	
Start Date: 1/1/2026	End Date: 12/31/2026
Cost Adjustment:	Renewal/Extension Terms: ☐ renewal option

Overall Contractor Performance Rating: 94

Would you select/recommend this vendor again?

Yes

Report Period Start: 4/1/2025
Report Period End: 6/30/2025



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Medical Examiner

BID/RFP NUMBER: 24RFP144589C-JH

BID/RFP TITLE: Toxicology Services

ORIGINAL APPROVAL DATE: March 19, 2025

RENEWAL EFFECTIVE DATES: January 1, 2026

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$175,275.00

COMPANY'S NAME: National Medical Services Inc dba NMS Labs

ADDRESS: 200 Welsh Rd.

CITY: Horsham

STATE: PA

ZIP: 19044

This Renewal Agreement No. ____ was approved by the Fulton County Board of

Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor 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

**National Medical Services Inc dba
NMS Labs**

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

**David Delia
Chief Executive Officer**

ATTEST:

ATTEST:

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

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

**Marian Green, Deputy Director
Medical Examiner**

ITEM#: _____ RM: _____	ITEM#: _____ 2nd RM: _____
REGULAR MEETING	SECOND REGULAR MEETING

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E1
Project	Toxicology Services
Project Number	24RFP144589C-JH
Supplier	National Medical Services
Supplier Project Contact	Laurie Caubet (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2025 to 06/30/2025
Effective Date	07/01/2025
Evaluation Type	Formal
Interview Date	06/29/2025
Expectations Meeting Date	07/01/2025
Status	Completed
Publication Date	07/01/2025 11:38 AM EDT
Completion Date	07/01/2025 11:38 AM EDT
Evaluation Score	94

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Exceptional understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Delivers promptly according to the approved schedule or any agreed-upon amendments. Continuously monitor and forecasts schedule adherence in accordance with contractual obligations.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

Timely delivery as per the agreed-upon schedule or any approved adjustments. Ongoing monitoring and forecasting of schedule compliance in alignment with contractual specifications.

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

Consistently demonstrating a cooperative and proactive approach in addressing concerns from the User Department. Employing innovative communication methods when engaging with the User Department's team.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Takes a proactive stance in overseeing contract compliance, ensuring timely resolution of any issues to the satisfaction of the User Department. Surpassing expectations in certain aspects of compliance management.

GENERAL COMMENTS

Comments

Not Specified

Contract Renewal Evaluation Form

Date:	July 29, 2025
Department:	Medical Examiner
Contract Number:	24RFP144589C-JH
Contract Title:	Toxicology Services

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed, and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

The Medical Examiner's Office is working on limiting services to only those that are essential, negotiating lower rates, cost-effective vendors, and adjusting services as needed to avoid unnecessary expenses.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☐ **Internet search of pricing for same product or service:**

	Date of search:	Click here to enter a date.
	Price found:	Click here to enter text.
	Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:		Click here to enter text.

Explanation / Notes:

Click here to enter text.

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	☐ Yes ☒ No
Are they aware of a reduction in pricing in this industry?	☐ Yes ☒ No
How does pricing compare to Fulton County's award contract?	

Explanation / Notes:

Click here to enter text.

☐ **Other (Describe in detail the analysis conducted and the outcome):**

Click here to enter text.

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?
\$175,275.00

4. Does the renewal option include an adjustment for inflation? ☐ Yes ☒ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☐ Yes ☒ No

Date of last purchase:	January 1, 2025
Price paid:	\$175,275.00
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

Click here to enter text.

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes
☒ No If yes, attach the analysis.
7. What would be the impact on your department if this contract was not approved?

Karleshia Bentley

Prepared by

09/16/2025

Date

Dr. Karen E. Sullivan

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0778

Meeting Date: 10/15/2025

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

October 15, 2025

Board of Commissioners Meeting

AGENDA

Justice

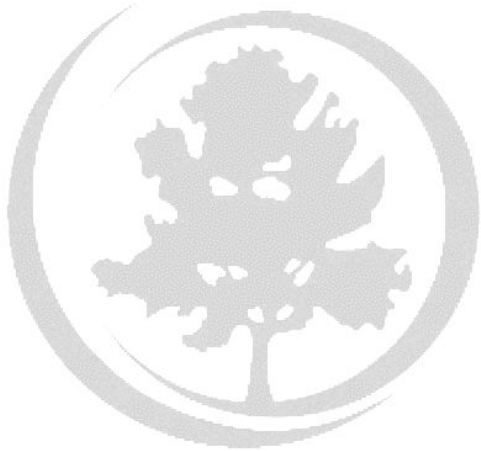
- Justice System
- Jail Facilities

Focus Areas

- TSPLOST Updates

Finance and Purchasing

- ARPA Reporting
- Monthly Financials
- Emergency and County Manager Contracts



Justice System Update

FULTON COUNTY GOVERNMENT

Justice System Update

OCTOBER 15, 2025

AGENDA

- 01** JUSTICE SYSTEM SCORECARD
- 02** JAIL POPULATION UPDATE
- 03** DIVERSION CENTER UTILIZATION UPDATE

JUSTICE SYSTEM SCORECARD

MONTHLY UPDATE



MEASURE	GOAL	MAY 2023 BASELINE	AUGUST 2025	SEPTEMBER 2025	DELTA <i>(previous month vs. current month)</i>
Average Length of Stay	30 days	71 days	44 days	51 days	7 day increase
Jail Population Unindicted without other charges	10%	34%	20%	18%	2% decrease
Clearance Rate for Felony Criminal Cases	100%	72%	67%	70%	3% increase
Felony Cases Disposed within 180 Days	90%	25%	27%	35%	8% increase
Felony Cases Disposed within 365 Days	98%	63%	61%	58%	3% decrease

Average length of stay calculated only after individuals have been booked out of the jail and does not include currently incarcerated inmates

FULTON COUNTY GOVERNMENT

Justice System Update

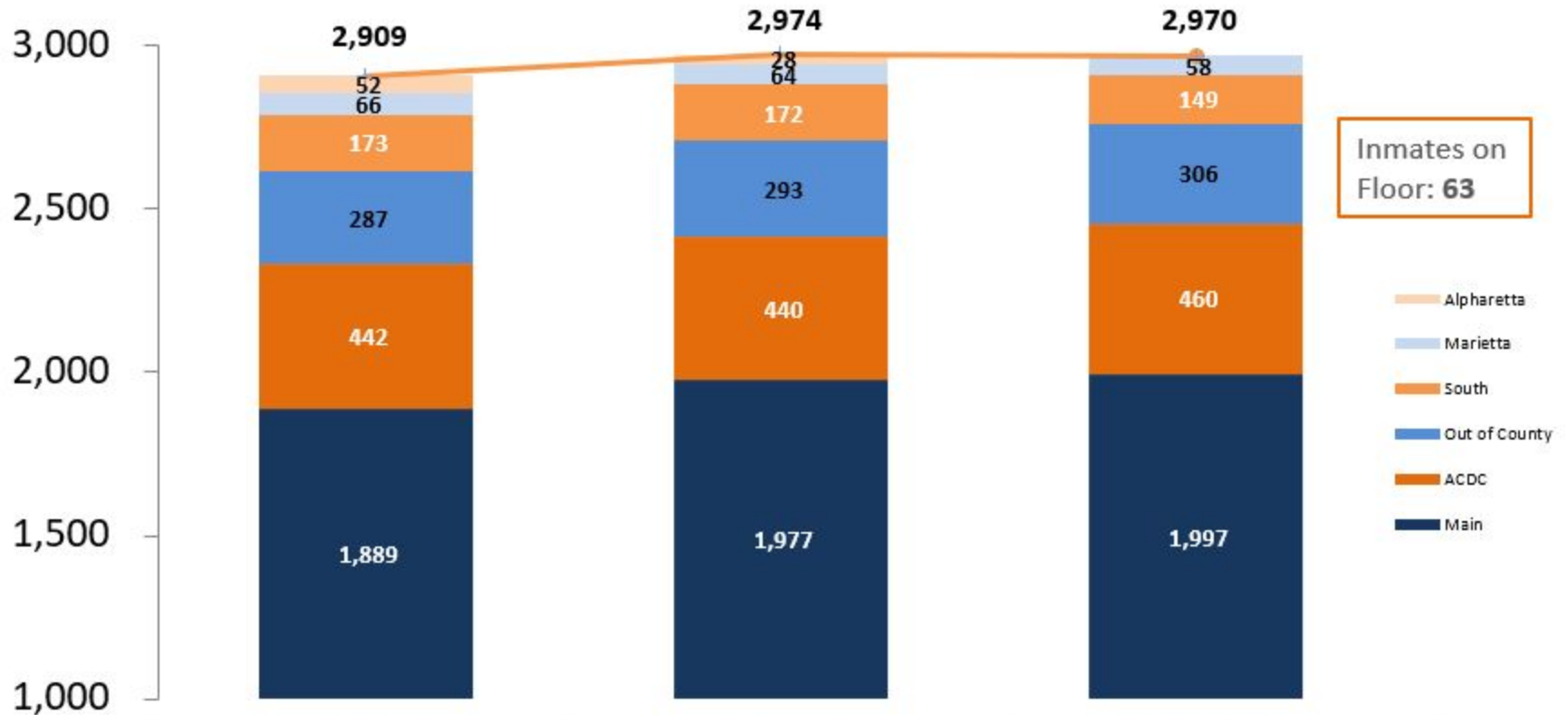
OCTOBER 15, 2025

AGENDA

- 01** JUSTICE SYSTEM SCORECARD
- 02** JAIL POPULATION UPDATE
- 03** DIVERSION CENTER UTILIZATION UPDATE

AVERAGE MONTHLY POPULATION

3,032
as of 10/6/2025



	July	August	September
Book In	2049	2031	1876
Book Out	2014	1972	1863
Net	-35	-59	-13

AVERAGE MONTHLY JAIL POPULATION

POPULATION BY FACILITY

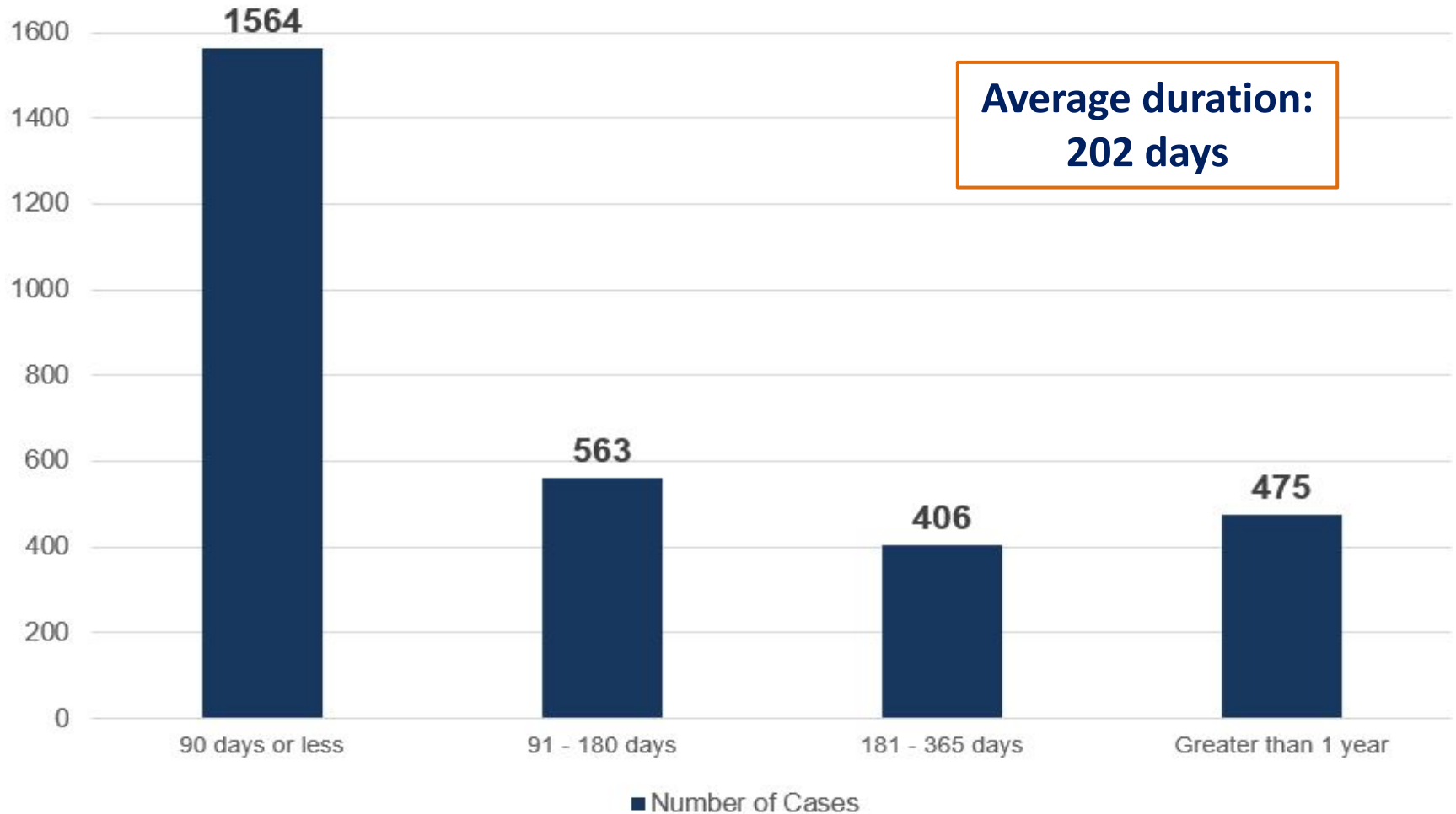


Inmates on
Floor: **63**

	JULY	AUGUST	SEPTEMBER	10/6/2025
Main	1,889	1,977	1,997	2,027
ACDC	442	440	460	468
Out of County	287	293	306	297
South Annex	173	172	149	180
Marietta Annex	66	64	58	60
Alpharetta	52	28	0	0
TOTAL	2,909	2,974	2,970	3,032

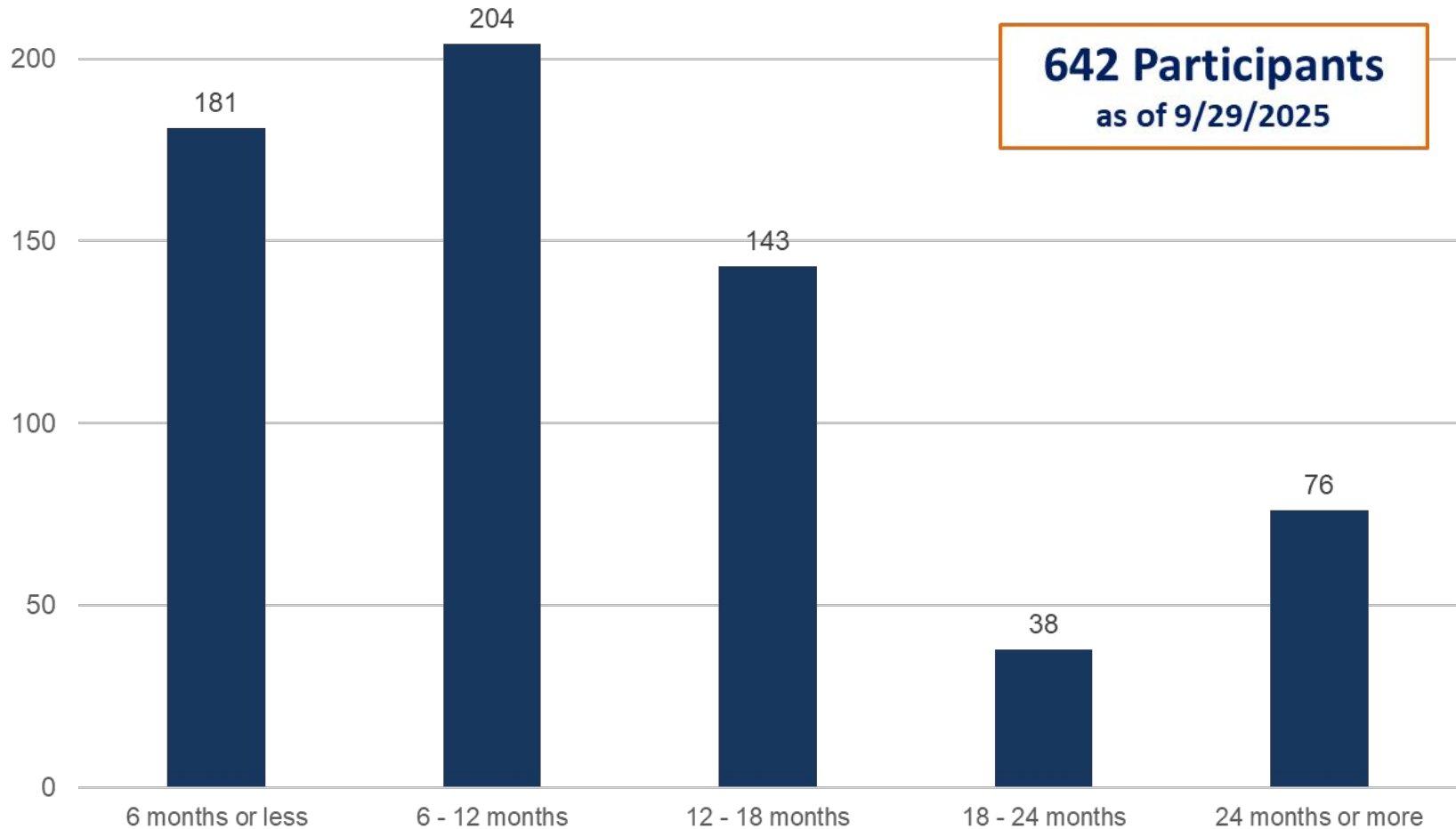
LENGTH OF STAY FOR CURRENTLY INCARCERATED INMATES IN JAIL

AS OF 10/1/2025



ELECTRONIC MONITORING UPDATE

MONTHS ON MONITOR AS OF 9/29/2025



ELECTRONIC MONITORING UPDATE

6 MONTH ROLLING PARTICIPATION



	6 months or less	6 – 12 months	12 – 18 months	18 – 24 months	Greater than 24 months	TOTAL	% less than 1 year	% greater than 1 year
SEP 2025	181	204	143	38	76	642	60%	40%
AUG 2025	196	198	134	51	64	643	61%	39%
JUL 2025	224	194	118	66	66	668	63%	37%
JUN 2025	234	190	130	97	75	726	58%	42%
MAY 2025	236	176	114	114	76	716	58%	42%
APR 2025	260	193	100	120	61	734	62%	38%

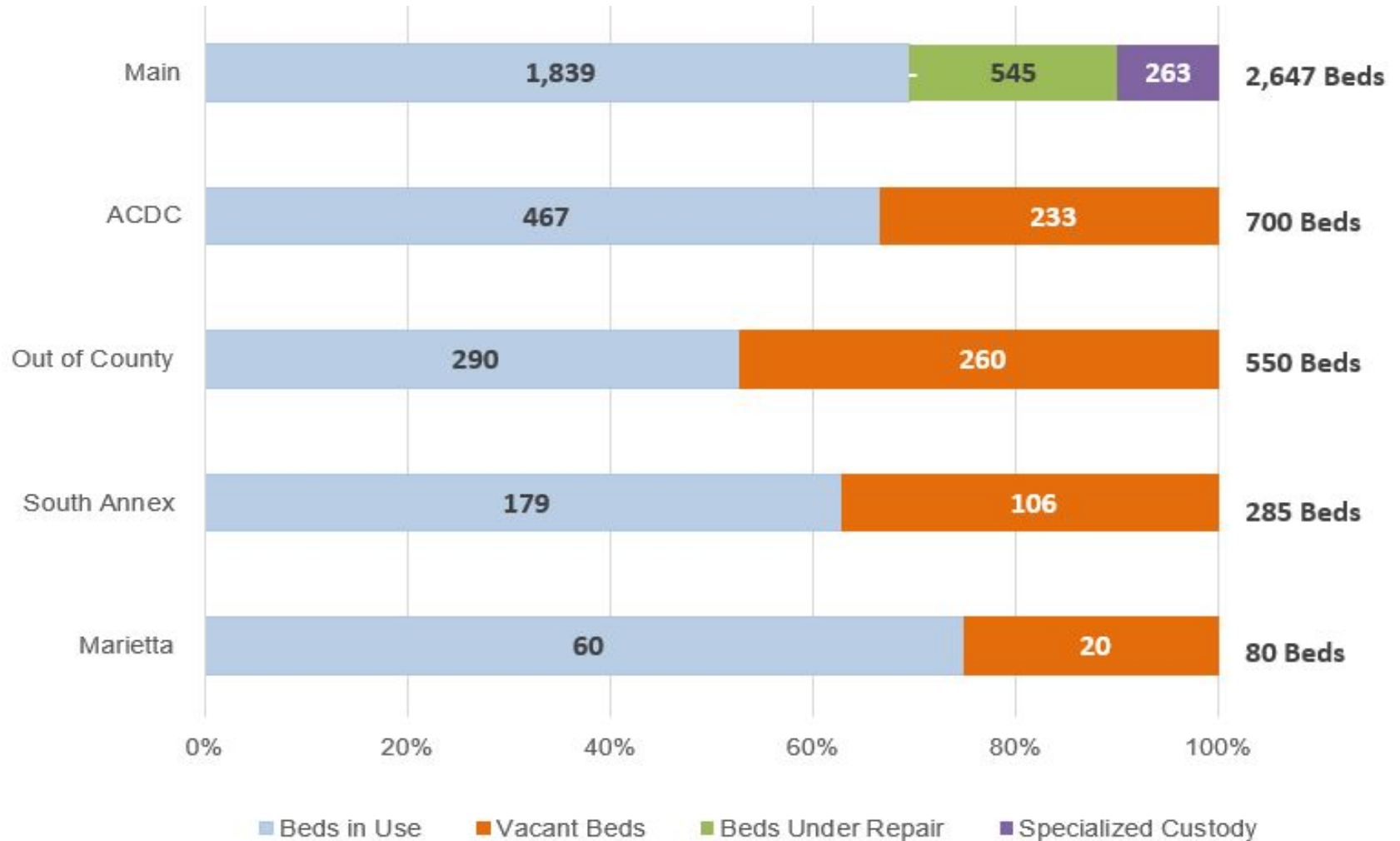
JAIL POPULATION FACILITY UTILIZATION

AS OF 10/8/2025

Specialized Custody: inmate classification, competency, discipline, protective custody



Inmates on Floor: 63



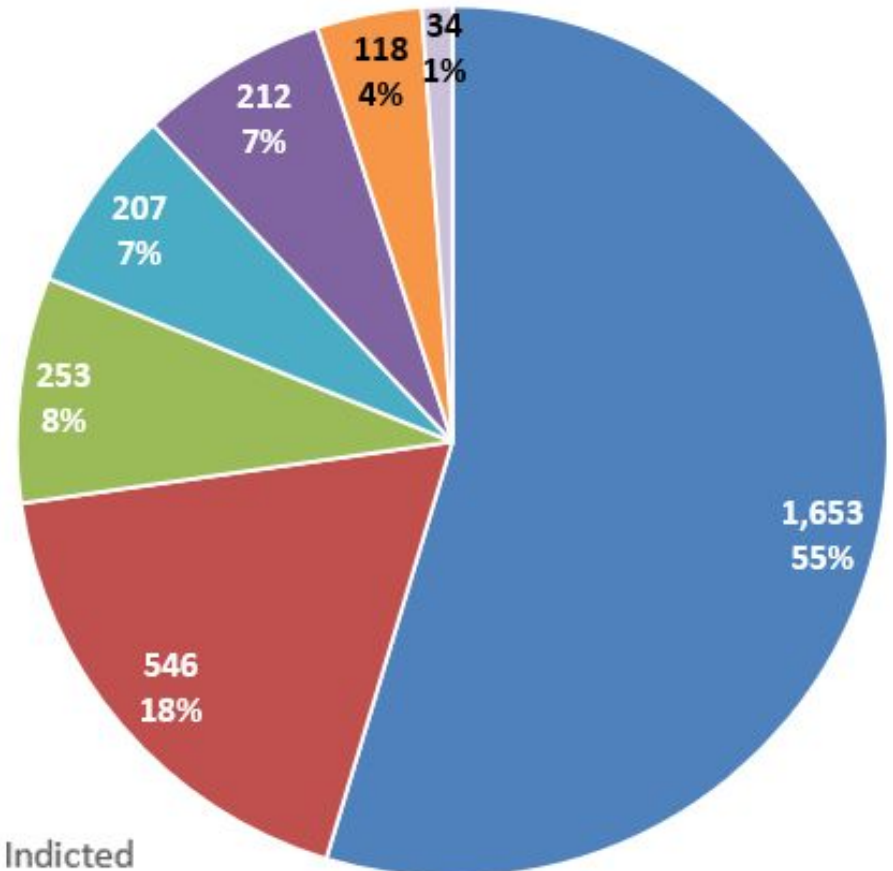
JAIL POPULATION

FULL INMATE ANALYSIS

AS OF 10/7/2025



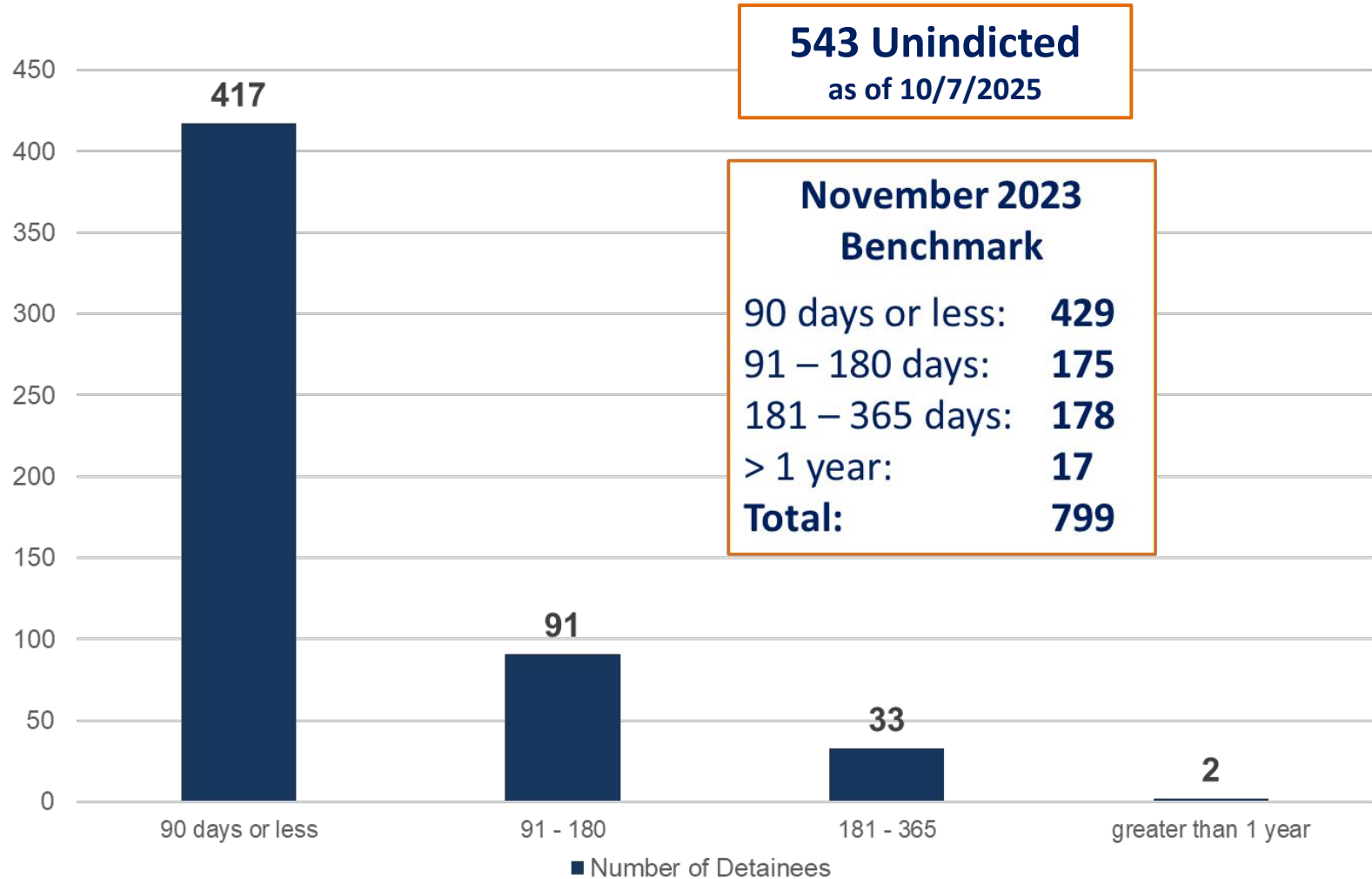
Status	Number of Inmates	
Unindicted	546	18%
Unaccused	34	1%
Indicted	1,653	55%
Accused	253	8%
Accused and Indicted	212	7%
Serving Sentence/CPO	118	4%
Other Hold Condition	207	7%
TOTAL	3,023	100%



- Indicted
- Unindicted
- Accused
- Accused and Indicted
- Other Hold Condition
- Serving Sentence/CPO
- Unaccused

UNINDICTED JAIL POPULATION

DAYS IN JAIL AS OF 10/7/2025



Excludes detainees with pending indicted cases and holds (Probation Violations, Failure to Appear and foreign and/or other agency holds) **267**

FULTON COUNTY GOVERNMENT

Justice System Update

OCTOBER 15, 2025

AGENDA

- 01** JUSTICE SYSTEM SCORECARD
- 02** JAIL POPULATION UPDATE
- 03** DIVERSION CENTER UTILIZATION UPDATE

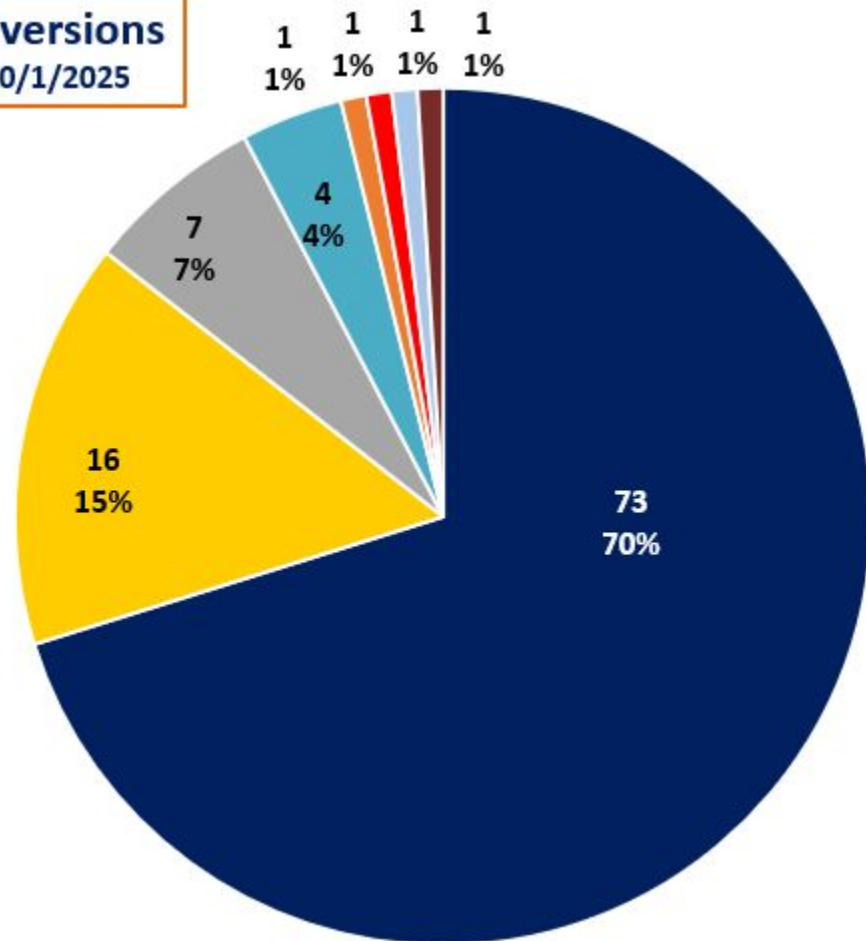
TOTAL MONTHLY DIVERSIONS BY JURISDICTION

AS OF 10/1/2025



Jurisdiction	Number of Diversions	
Atlanta	73	70%
Fulton County Police Dept.	16	15%
Atlanta Airport	7	7%
Sandy Springs	4	4%
Union City	1	1%
Roswell	1	1%
MARTA	1	1%
Georgia Tech	1	1%
TOTAL	104	100%

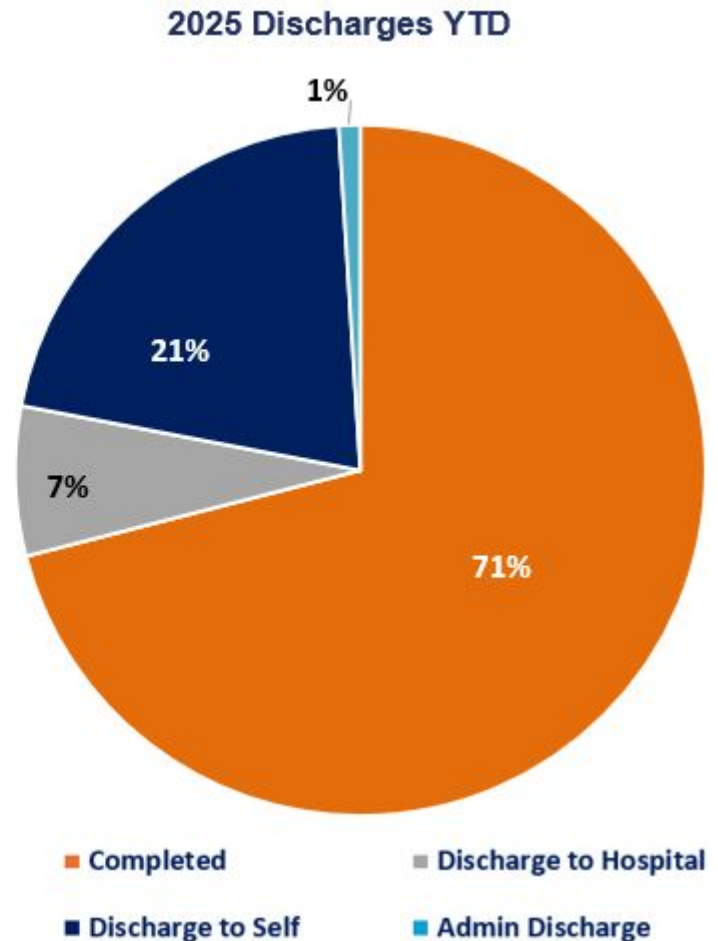
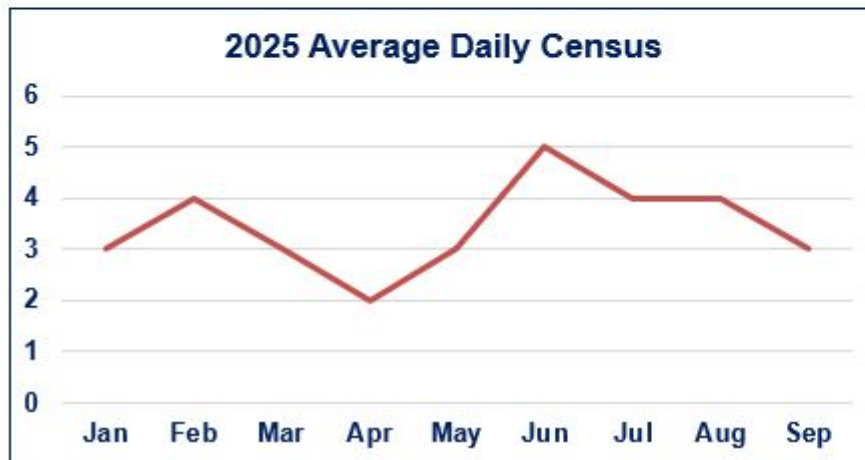
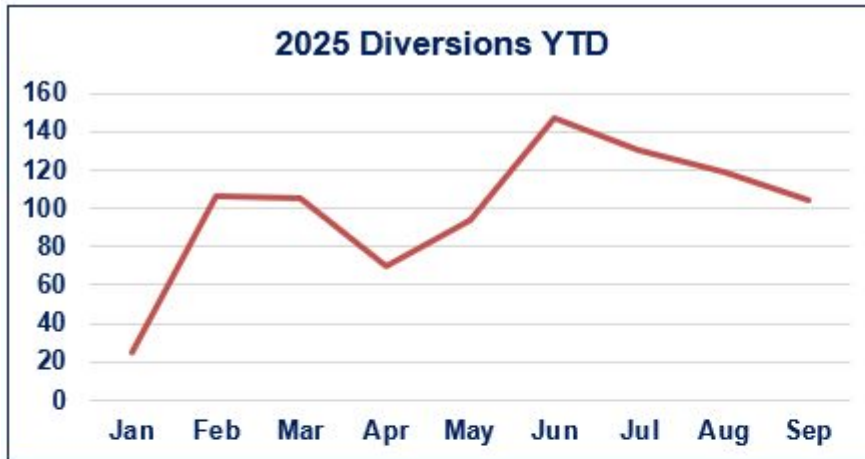
104 Diversions
as of 10/1/2025



- Atlanta
- Fulton County Police Department
- Atlanta Airport
- Sandy Springs
- Union City
- Roswell
- MARTA
- Georgia Tech

2025 DIVERSIONS

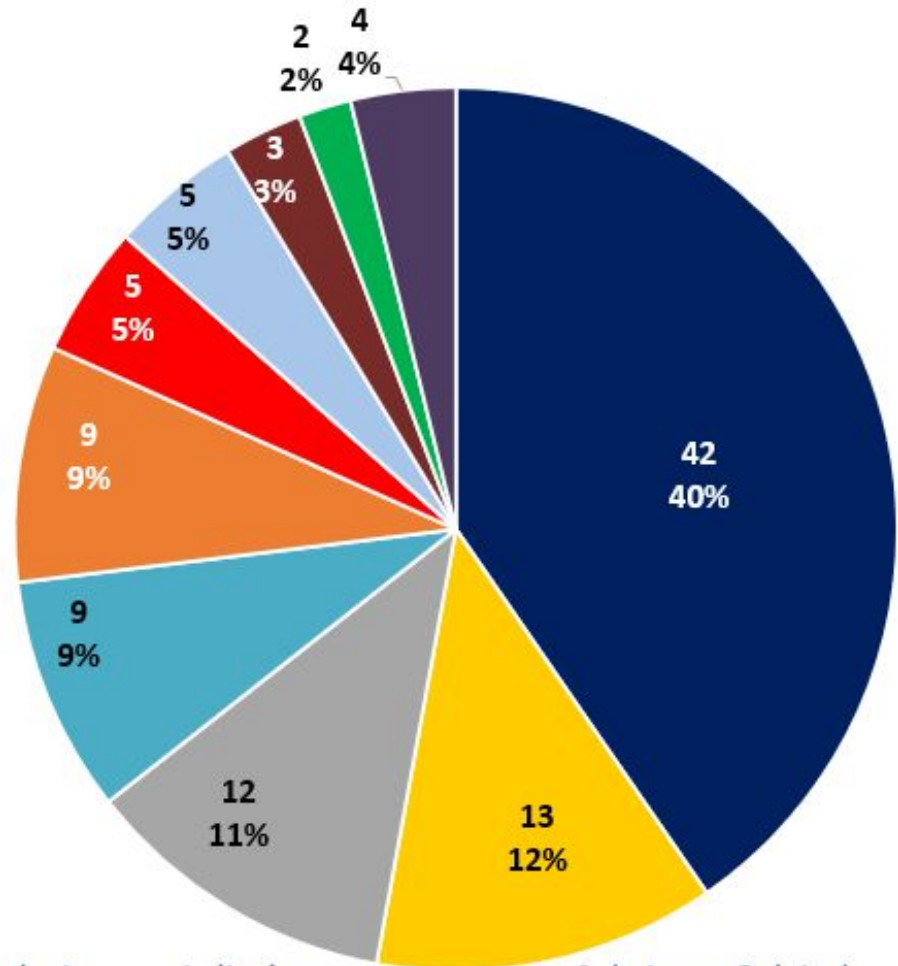
YTD DIVERSIONS & DISCHARGES AS OF 10/1/2025



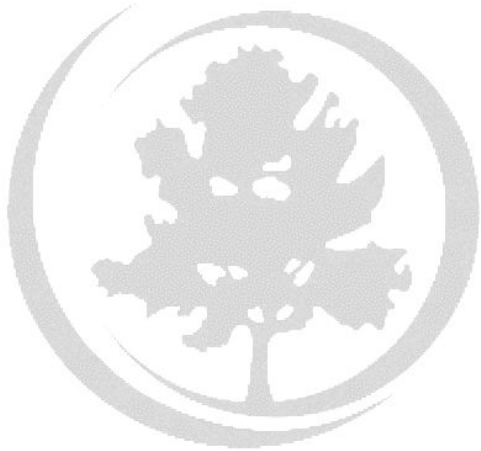
TOTAL MONTHLY DIVERSIONS BY CHARGE AS OF 10/1/2025



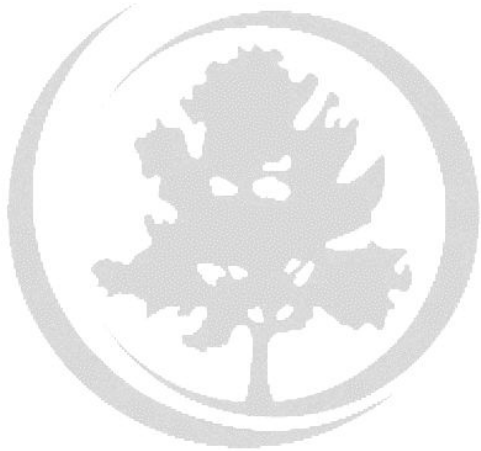
Charges	Number of Diversions	
Criminal Trespass	42	42%
Disorderly Conduct	13	13%
Loitering	12	12%
Substance Related	9	9%
Pedestrian Related	9	9%
Theft by Shoplifting	5	5%
Public Indecency	5	5%
Urban Camping	3	3%
Soliciting Money	2	2%
Other	4	4%
TOTAL	104	100%



- Criminal Trespass
- Disorderly Conduct
- Loitering
- Substance Related
- Pedestrian Related
- Theft by Shoplifting
- Public Indecency
- Urban Camping
- Soliciting Money
- Other

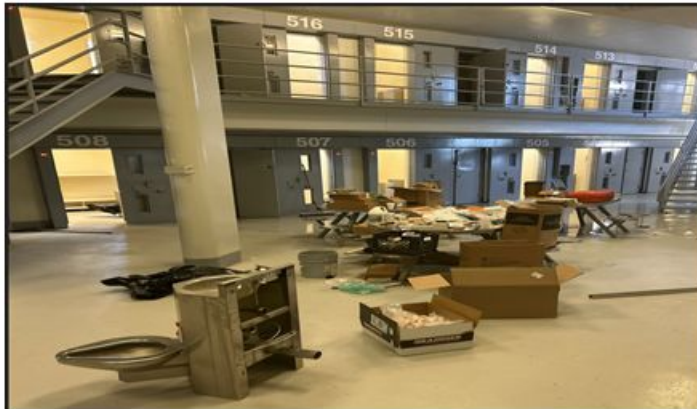


QUESTIONS



Jail Blitz Plan

Jail Maintenance Blitz



- **Overall Blitz Project Update**

- 9 of 11 housing units completed = **82%**
- 3 North completed on August 14, 2025
- Current blitz areas: **3 South & 7 South**
 - FCSO determined that 7 South was critical for housing maximum security classification residents
 - 3 South critical for housing residents requiring physical and behavioral health concerns.

- Phase 1 blitz completion: **Mid-November 2025**

- Phase 2 Blitz to begin in Q1 2026

Jail Maintenance - Bed Availability

- Beds out of service due to active/scheduled repairs

Location	# of Beds
1 North	2
2 South	2
3 South (active blitz)	204
5 North	4
7 North	8
7 South (active blitz)	204
6 South	68
6 North	53
TOTAL	545

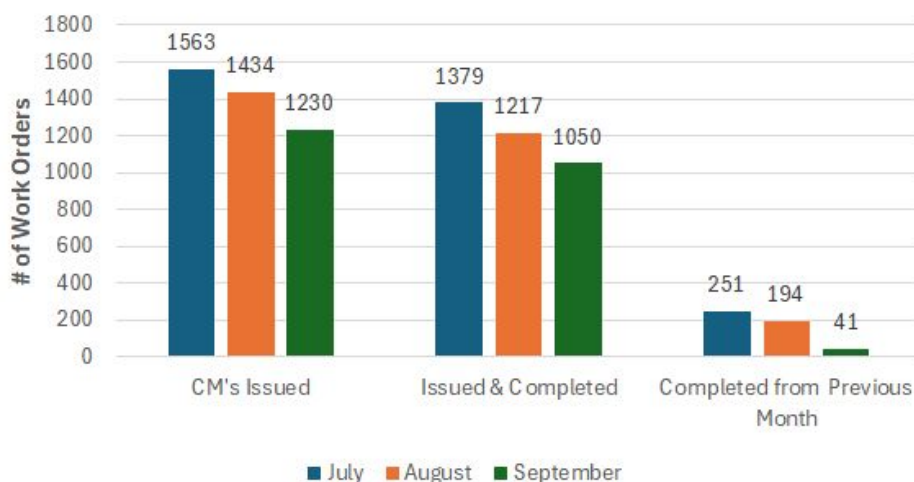


Jail Maintenance Performance

Thru 10/9/2025

- **Corrective Maintenance (Sept. 2025)**
 - 1050 of 1230 issued & completed: 85%
 - 41 September CM WO's completed in Oct = 88%
 - 1,264 CM's completed in the month of Sept.
- **Preventive Maintenance (Sept. 2025)**
 - 312 of 366 PM's scheduled & completed: 85%
- **Total Open Work Orders = 1,184**
 - Upcoming blitz areas: 511

3-Month Overview

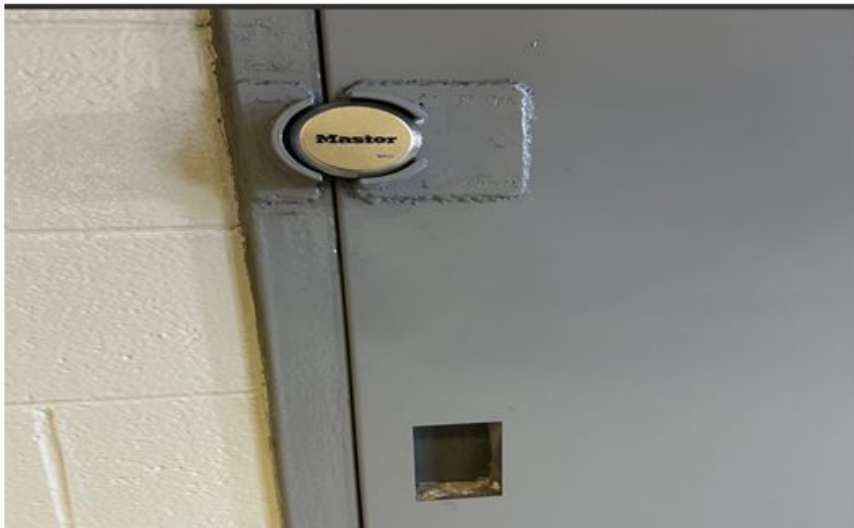


Action Taken/Next Steps

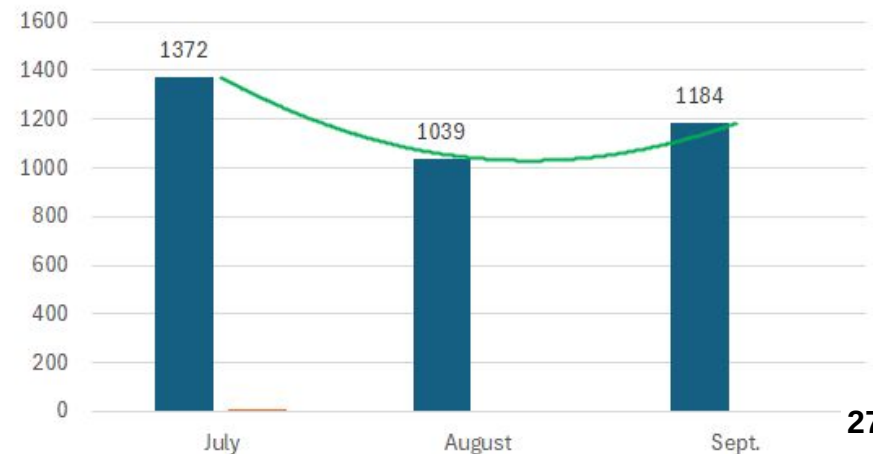
- Working w/ FCSO to implement customer work order portal.
- 2 additional FTEs added to both Jail location maintenance teams.
- EMSI conducts monthly analysis of maintenance performance data.

Work Order Backlog

- On average, **1,500** work orders created each month
 - **800** work orders submitted by EMSI per month
 - Approx. **700** work orders per month are initiated by FCSO staff
- Maintenance averaging **1,200** completed work orders per month
 - Average time to complete = **2.5 days**
 - Base contract staffing = **18 technicians**
 - Backlog goal of **< 500** open work orders by December 2025.



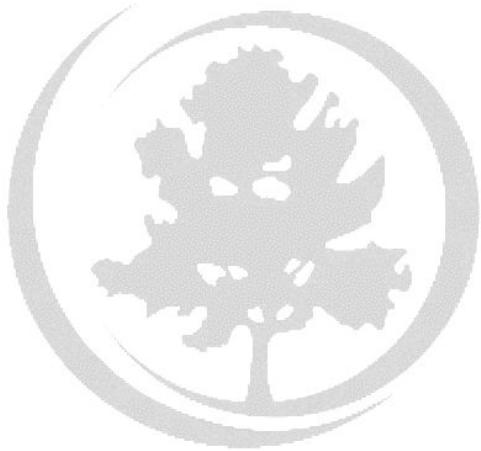
Work Backlog by Month



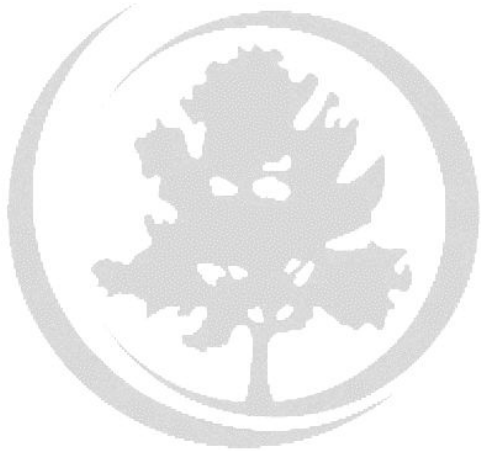
Immediate Repairs Update

- BOC approved \$3.2M for several critical repairs/upgrades

DESCRIPTION	COST	STATUS
Fire Alarm Upgrade	\$723,865	Completed 8/4/2025. Second phase to address field devices will began on 9/29/2025. Unit 7 South completed with Siemens now working on 3 South.
Padded Cells @ South Annex	\$260,000	Completed 1/17/2025.
Kitchen Equipment Replacement	\$212,302	Completed 6/11/2025
Laundry Equipment Replacement	\$346,657	HOLD: <i>Current equipment functional</i>
Elevator Modernization	\$1,652,000	Solicitation advertised. Initial pre-proposal conference held on Thursday, 9/18/2025. 2 nd conference being held today due to low turnout of qualified vendors. Consequently, the bid due date will be extended 2 weeks.
TOTAL	\$3,194,824	



QUESTIONS



TSPLOST Renewal

Fulton County Transportation SPLOST Update

**TSPLOST I (2017-2022)
TSPLOST II (2022 - 2027)**

David Clark, P.E.
Director of Public Works
Fulton County, Georgia

September 3, 2025

TSPLOST I Collections

April 1, 2017 - March 31, 2022		
	Distribution %	Total Program Collection 2017 - 2022
GSU Original 2017-22 Projection		\$566,425,875
	Distribution	Total Revenue Collected
Alpharetta	11.02%	\$57,647,916
Chattahoochee Hills	0.47%	\$2,458,488
College Park	2.29%	\$11,978,587
East Point	6.13%	\$32,067,134
Fairburn	2.42%	\$12,659,514
Hapeville	1.15%	\$6,013,764
Johns Creek	14.41%	\$75,381,469
Milton	6.49%	\$33,950,463
Mountain Park	0.10%	\$522,691
Palmetto	0.76%	\$3,975,574
Roswell	16.34%	\$85,477,652
Sandy Springs	18.22%	\$95,312,425
South Fulton	16.60%	\$86,834,390
Union City	3.60%	\$18,830,489
TOTAL	100.00%	\$523,110,555
Collected Revenue % of Projected Revenue		92.35%

TSPLOST II Collections

April 1, 2022 - March 31, 2027			
	Distribution %	Total Collected through May 2026	Total Program Projection 2022 - 2027
GSU Original 2022-27 Projection		\$338,746,781	\$545,954,720
	Distribution	Total Revenue Collected	Total Revenue Projection
Alpharetta	11.22%	\$43,664,121	\$61,238,266
Chattahoochee Hills	0.55%	\$2,141,731	\$3,023,055
College Park	2.53%	\$9,886,332	\$11,739,756
East Point	5.82%	\$22,689,198	\$27,008,642
Fairburn	2.80%	\$10,910,382	\$12,985,832
Hapeville	1.09%	\$4,244,731	\$5,060,200
Johns Creek	14.11%	\$54,898,955	\$65,501,474
Milton	6.61%	\$25,724,839	\$30,657,809
Mountain Park	0.09%	\$349,333	\$439,883
Palmetto	0.81%	\$3,152,129	\$3,756,815
Roswell	15.81%	\$61,530,401	\$73,388,384
Sandy Springs	18.27%	\$71,107,854	\$84,764,153
South Fulton	16.55%	\$64,786,060	\$76,789,731
Union City	3.74%	\$14,558,087	\$17,346,711
TOTAL	100.00%	\$389,645,154	\$545,954,720
Collected Revenue % of Projected Revenue		115.03%	

Timeline For TSPLOST III

November 2025	GSU to provide 2027-2032 Sales Tax Projections
Jan-May 2026	Jurisdictions (not including Atlanta) develop their project list
May 31, 2026	Project lists submitted by each jurisdiction lists are due
June 2026	Final Master List for entire Fulton County is sent to all jurisdictions
July 2026	<u>Intergovernmental Agreement</u> discussed and agreed to by all 14 municipalities
August 2026	<u>Resolution</u> signed by County call for referendum and forwarded to Election Superintendent
Aug-Nov 2026	Voter information education period
Nov 3, 2026	VOTE by Citizens
April 1, 2027	TSPLOST III collections begin through March 31, 2032

APPENDIX



Alpharetta

Alpha Loop – Old Milton Parkway to Northwinds Parkway

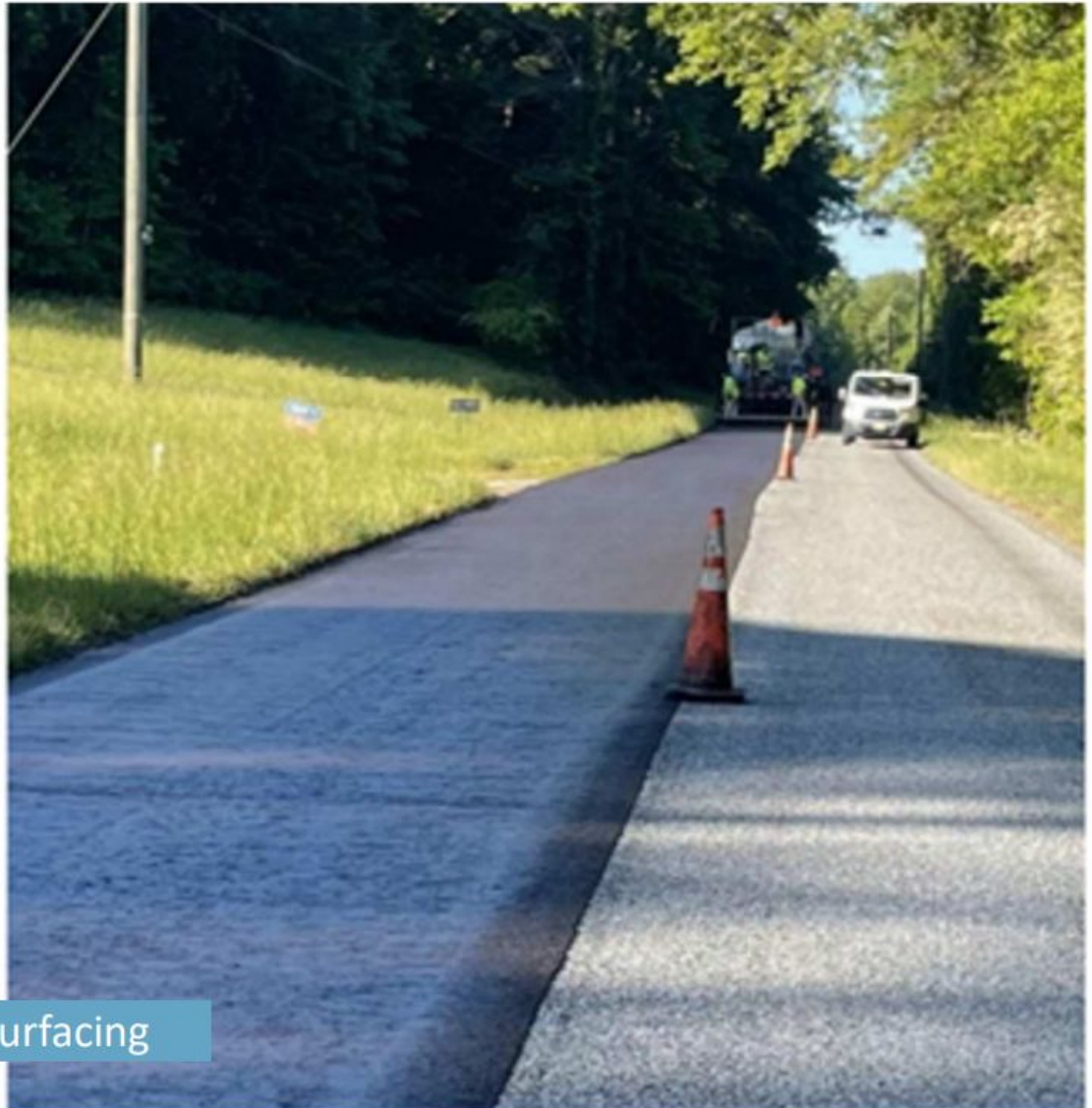


Alpharetta

Morris Road Improvements – Old Milton Pkwy to Webb Bridge Rd

Chattahoochee Hills

Cochran Mill Road Resurfacing





Fairburn

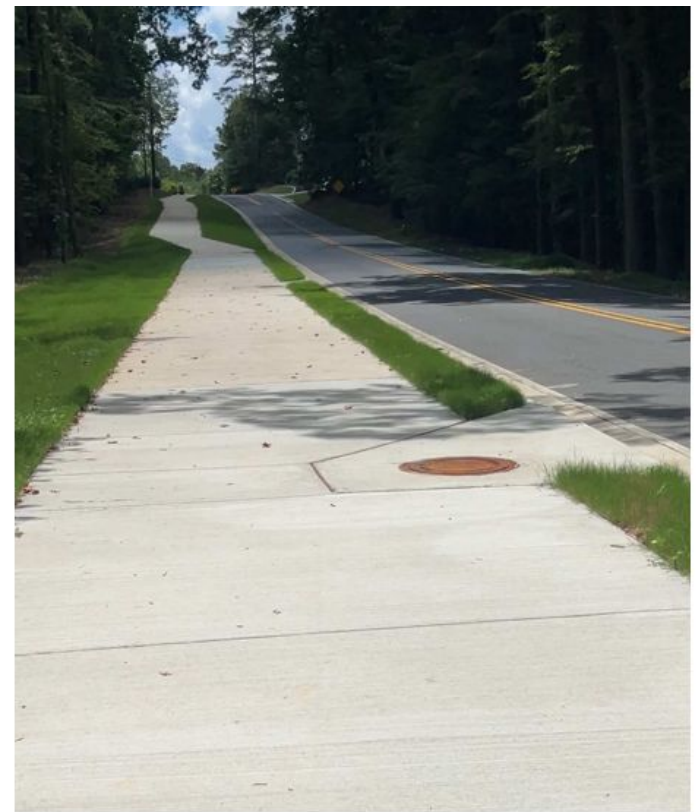
Howell Avenue



Hapeville



South Central Sidewalk



Johns Creek

Jones Bridge and Rogers Bridge Trail



Johns Creek

Holcomb Bridge and Barnwell Road Intersection Improvements

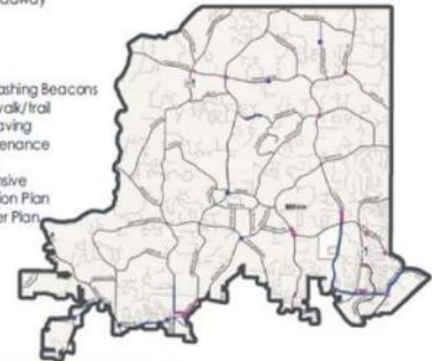


The City of Milton maintains 170 centerline miles of paved road, 35 bridges, 16 traffic signals, over 5,000 storm drain structures, and 98+ miles of sidewalks, paths, and trails. Funding the upkeep of these items and capital upgrades is made challenging by Milton's capped millage rate, on top of limited commercial zoning and citizens' desire for land conservation. Municipal revenues are carefully managed to prioritize services outlined in the City Charter – including public safety, parks and recreation, and community development. The City's Public Works Department gets funding for day-to-day maintenance to capital projects from multiple sources. One of them is TSPLOST, an additional 0.75-cent sales tax to fund local transportation projects, that was approved by voters in November 2016 (voters also approved a second round of funding in November 2021). This temporary increase has brought in revenues used to expedite numerous transportation improvements in Milton.



TSPLOST Improvements Complete

- 0.2 Mile of new roadway
- 7 Roundabouts
- 2 Turn lanes
- 3 Medians
- 1 Bridge
- 6 Pedestrian Flashing Beacons
- 1 Mile of sidewalk/trail
- 4.2 Miles of paving
- Bridge maintenance (5 locations)
- Comprehensive Transportation Plan
- Trails Master Plan



TSPLOST PROJECTS

TSPLOST Improvements Underway

- 0.6 Mile of road widening
- 3 Roundabouts
- 3 Turn lanes
- 2 Traffic signals
- 1 Bridge
- 0.6 Mile corridor improvement
- 1 Pedestrian Signal
- 1 Mile of sidewalk/trail
- 1700 Feet of Guardrail replacement

Milton

7 Roundabouts built by TSPLOST funding



Palmetto

Fayetteville Road and Phipps Roundabout



Palmetto

Phipps and Johnson Road Roundabout



Roswell



Rucker Road Complete Street



Sandy Springs

Northside Drive @ Riverview / Old Powers Ferry

Sandy Springs



Spalding Drive @ Pitts Road – Traffic Efficiency



South Fulton

Roundabout Butner Rd at Union Rd



South Fulton

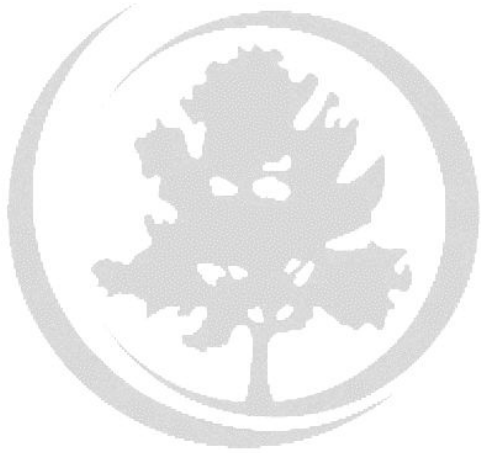
Will Lee Road Resurfacing



Union City



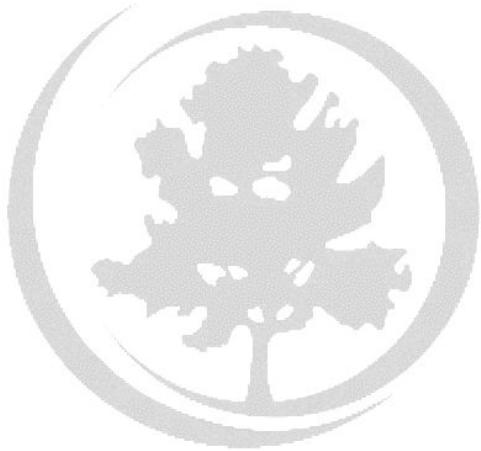
Goodson Road



QUESTIONS



Finance and Purchasing



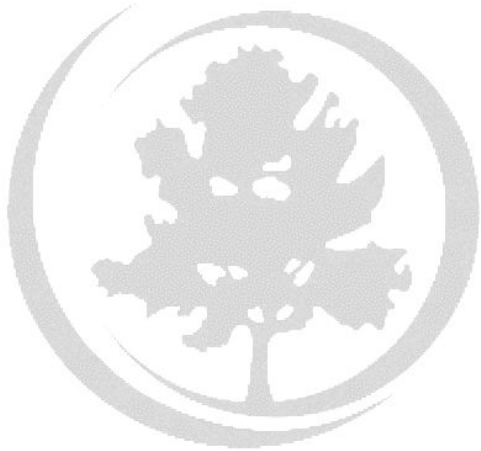
COVID 19 Reserve & ARPA Spend Update

ARPA Reporting

Fulton County Government American Rescue Plan Report as of 10/8/2025

Project/Initiative	Budget Amount	Approved by the BOC	Contracted (Y/N)	Encumbrance	Expenditure	Difference	Comment	Active or Closed
Behavioral Health Crisis Center	16.1	Yes	Yes	0.0	16.07	-	Remaining purchase orders of \$38.2k	Active
Developmental Disabilities Training Center	5.3	Yes	Yes	2.8	2.42	-	In progress	Active
Infrastructure Modernization (141 Pryor)	31.6	Yes	Yes	20.6	11.03	-	In progress	Active
Court Backlog Project - ORCA	79.3	Yes	Yes	0.1	79.21	(0.0)	Remaining purchase orders for services performed through 12/31/24 for Superior Court	Closed
Fulton Fresh 2025 and 2026	0.4	Yes	Yes	0.4	-	-	Project encumbered.	Active
Living Assistance	0.5	Yes	Yes	0.5	-	-	Project encumbered.	Active
Tiny Homes	1.5	Yes	Yes	-	1.50	-	In progress	Active
IT Virtual Support -Cloud Based ERP	9.7	Yes	Yes	4.67451	4.99	-	In progress	Active
IT Virtual Support - Cybersecurity Betterment	1.7	Yes	Yes	-	1.73	-	In progress	Active





Financial/Performance Measures Update

Monthly Financial Report

General Fund Expenditure Analysis 2024 vs 2025 -September

Department		2024			2025			C/D	(C/D)-(A/B)
		A	B	A/B	C	D	%		
		YTD 2024 Exp	2024 -Budget	%	YTD 2025 Exp	2025 Budget	%		% Change
Arts & Culture	181	\$ 3,292,052	\$ 7,831,578	42%	\$ 3,738,387	\$ 7,790,899	48%		6%
Behavioral Health	755	\$ 8,230,873	\$ 18,607,401	44%	\$ 10,506,292	\$ 21,355,052	49%		5%
Board of Health	750	\$ 8,127,202	\$ 11,150,587	73%	\$ 8,135,689	\$ 11,050,000	74%		1%
Child Attorney	237	\$ 2,796,132	\$ 3,736,104	75%	\$ 2,941,100	\$ 3,930,086	75%		0%
Commission Districts	101	\$ 2,706,042	\$ 4,245,631	64%	\$ 3,307,793	\$ 5,065,339	65%		2%
Community Development	121	\$ 5,070,970	\$ 11,306,990	45%	\$ 5,524,494	\$ 10,405,955	53%		8%
County Attorney	235	\$ 3,802,496	\$ 5,069,994	75%	\$ 4,190,319	\$ 5,587,092	75%		0%
County Comm Clerk	110	\$ 998,009	\$ 1,354,894	74%	\$ 1,001,795	\$ 1,398,473	72%		-2%
County Manager	118	\$ 2,544,428	\$ 4,058,114	63%	\$ 2,847,922	\$ 4,314,184	66%		3%
County Marshal	419	\$ 5,085,914	\$ 7,769,055	65%	\$ 5,974,694	\$ 8,128,058	74%		8%
District Attorney	480	\$ 25,541,016	\$ 36,646,261	70%	\$ 27,558,704	\$ 39,354,311	70%		0%
Diversity and Civil Rights	186	\$ 1,069,498	\$ 1,677,587	64%	\$ 1,030,729	\$ 1,675,883	62%		-2%
DREAM	520	\$ 28,532,201	\$ 41,474,580	69%	\$ 32,657,387	\$ 45,649,766	72%		3%
Economic Development	120	\$ 866,984	\$ 1,410,872	61%	\$ 1,121,691	\$ 1,524,606	74%		12%
Emergency Management	335	\$ 904,413	\$ 1,561,655	58%	\$ 1,442,291	\$ 2,140,674	67%		9%
Emergency Services	333	\$ 2,528,597	\$ 3,418,235	74%	\$ 2,579,082	\$ 3,478,261	74%		0%
External Affairs	130	\$ 1,865,255	\$ 2,821,515	66%	\$ 2,030,764	\$ 2,985,602	68%		2%
Family & Children's Services	620	\$ 864,638	\$ 1,684,840	51%	\$ 1,367,518	\$ 1,684,840	81%		30%
Finance	210	\$ 4,686,116	\$ 7,916,858	59%	\$ 5,172,591	\$ 8,383,491	62%		3%
Grady Hospital	730	\$ 37,924,584	\$ 50,601,313	75%	\$ 38,800,350	\$ 51,535,540	75%		0%
HIV Elimination	270	\$ 77,641	\$ 139,459	56%	\$ 117,664	\$ 179,910	65%		10%
Human Resources	215	\$ 4,081,927	\$ 6,340,229	64%	\$ 4,049,495	\$ 6,270,385	65%		0%
Information Technology	220	\$ 27,298,162	\$ 38,309,838	71%	\$ 32,979,057	\$ 43,727,572	75%		4%
Juvenile Court	405	\$ 11,379,530	\$ 16,845,058	68%	\$ 13,854,297	\$ 18,150,397	76%		9%
Library	650	\$ 21,182,061	\$ 30,554,505	69%	\$ 22,767,736	\$ 31,557,685	72%		3%
Magistrate Court	422	\$ 3,238,104	\$ 4,645,677	70%	\$ 3,544,592	\$ 5,161,258	69%		-1%
Medical Examiner	340	\$ 4,331,762	\$ 6,608,673	66%	\$ 4,832,822	\$ 6,717,101	72%		6%
Non-Agency	999	\$ 104,313,333	\$ 234,470,617	44%	\$ 109,664,229	\$ 245,590,139	45%		0%
Office of the County Auditor	119	\$ 996,182	\$ 1,410,358	71%	\$ 1,107,602	\$ 1,633,708	68%		-3%
Police	320	\$ 8,485,415	\$ 12,975,507	65%	\$ 10,273,273	\$ 14,047,164	73%		8%
Probate Court	410	\$ 3,842,259	\$ 5,683,601	68%	\$ 4,481,075	\$ 6,482,323	69%		2%
Public Defender	490	\$ 19,646,813	\$ 26,410,527	74%	\$ 20,830,658	\$ 27,547,416	76%		1%
Public Works	540	\$ 375,000	\$ 500,000	75%	\$ 375,000	\$ 500,000	75%		0%
Purchasing	230	\$ 3,063,948	\$ 4,871,926	63%	\$ 3,503,117	\$ 5,130,323	68%		5%
Regis & Elect	265	\$ 20,438,219	\$ 39,181,842	52%	\$ 10,201,668	\$ 22,408,078	46%		-7%
Senior Services	183	\$ 18,120,893	\$ 28,408,575	64%	\$ 19,830,198	\$ 30,286,934	65%		2%
Sheriff	330	\$ 110,848,955	\$ 146,384,724	76%	\$ 117,709,187	\$ 153,787,661	77%		1%
State Court-All Judges	421	\$ 4,667,614	\$ 6,900,659	68%	\$ 5,139,540	\$ 7,181,411	72%		4%
State Court-General	420	\$ 5,987,943	\$ 8,700,422	69%	\$ 6,427,713	\$ 8,981,702	72%		3%
State Court-Solicitor	400	\$ 8,691,037	\$ 13,040,495	67%	\$ 9,484,850	\$ 13,209,975	72%		5%
Superior Court-All Judges	451	\$ 7,225,856	\$ 9,824,079	74%	\$ 7,638,506	\$ 10,278,927	74%		1%
Superior Court-Clerk	470	\$ 16,026,630	\$ 21,942,346	73%	\$ 16,999,762	\$ 23,526,563	72%		-1%
Superior Court-General	450	\$ 17,252,933	\$ 24,420,117	71%	\$ 19,468,724	\$ 27,055,258	72%		1%
Tax Assessor	240	\$ 13,131,368	\$ 21,943,164	60%	\$ 15,262,520	\$ 23,022,579	66%		6%
Tax Commissioner	245	\$ 13,516,032	\$ 19,253,694	70%	\$ 14,605,823	\$ 19,900,404	73%		3%
Grand Total		\$ 595,657,034	\$ 954,110,157	62%	\$ 637,078,697	\$ 989,772,985	64%		1.9%

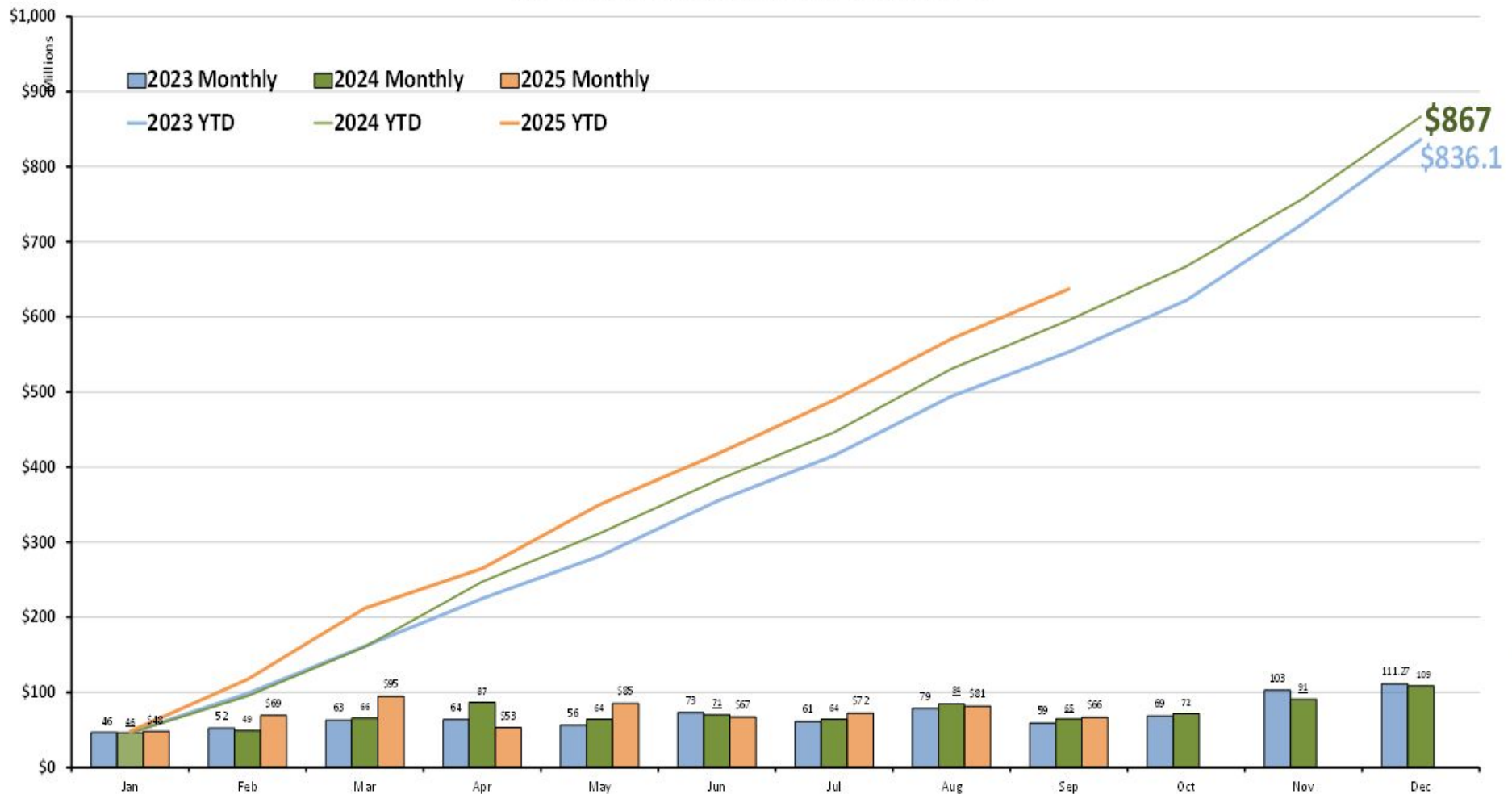
C/D Color Legend

75% of the Year (Sept)



Monthly Financial Report

Monthly and Cumulative Expenditures for
the General Fund 2023 2024 and 2025



Monthly Financial Report

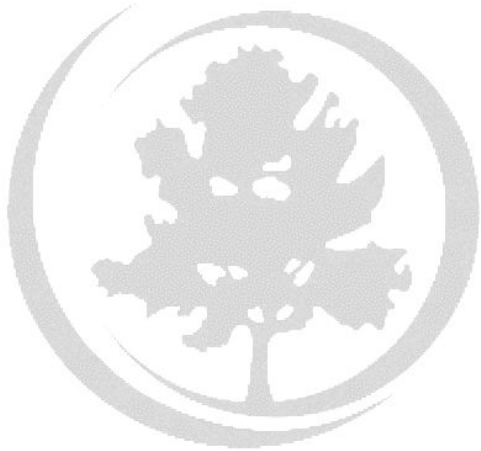
General Fund Summary

Personnel Vacancy Analysis 2025 -September- Full Time Permanent Positions

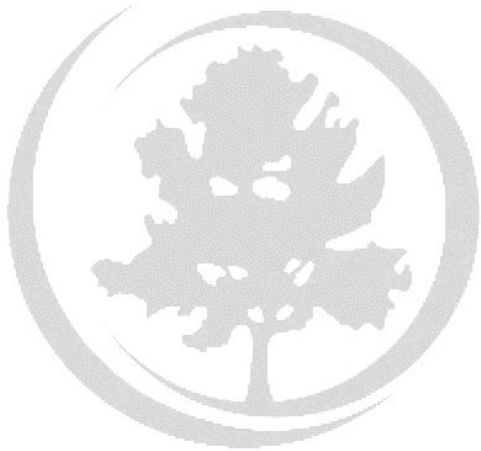
			Personnel Count and Vacancies / Full Time Permanent														
			2025														
Department	FY25 YTD Expense	FY25 Budget	Perm. Pos.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Avg. Vac.TD	
Commission Districts	3,053,914	4,423,326	28	8	3	3	3	4	4	5	5	5				18%	
County Comm Clerk	781,766	1,079,474	8	1	0	0	0	0	0	0	0	0				0%	
County Manager	2,776,142	3,631,126	21	0	0	0	0	0	1	0	0	1				5%	
County Auditor	1,013,873	1,493,541	9	0	0	1	1	1	2	3	3	2				22%	
Community Development	2,199,918	2,962,574	24	4	1	1	1	1	1	0	0	2				8%	
External Affairs	1,576,528	2,184,046	18	2	3	3	3	3	2	1	1	1				6%	
Arts & Culture	2,299,135	2,991,345	29	1	1	0	0	0	0	0	0	0				0%	
Senior Services	7,332,679	10,297,117	112	8	5	4	5	5	3	3	3	6				5%	
Diversity and Civil Rights	905,242	1,361,507	13	1	3	3	3	3	3	1	1	0				0%	
Finance	4,872,237	7,133,495	62	5	5	6	7	9	8	8	8	9				15%	
Human Resources	3,600,941	5,041,540	43	3	3	4	4	4	4	3	3	3				7%	
IT	12,105,941	17,474,352	121	21	22	22	21	21	22	11	11	14				12%	
Purchasing	3,185,731	4,293,781	37	3	4	4	3	2	2	2	2	2				5%	
Child Attorney	2,855,361	3,753,135	23	1	1	1	1	0	0	1	1	2				9%	
Tax Assessor	12,266,779	17,399,321	190	15	20	18	19	19	20	22	22	19				10%	
Tax Commissioner	12,345,993	16,249,118	190	6	4	5	6	9	12	13	13	3				2%	
Regis & Elect	3,837,217	5,688,114	41	5	3	4	2	2	1	3	3	5				12%	
HIV Elimination	116,548	171,910	1	0	0	0	0	0	0	0	0	1				100%	
Police	5,193,770	6,741,454	67	7	7	6	5	6	5	5	5	6				9%	
Sheriff	69,080,036	94,206,189	948	152	140	127	128	116	120	133	133	136				14%	
Emergency Services	1,170,470	1,546,933	15	0	0	1	1	2	3	4	4	0				0%	
Emergency Management	983,947	1,376,464	9	0	0	0	0	0	0	0	0	0				0%	
Medical Examiner	4,224,771	5,595,976	44	2	2	3	3	2	2	1	1	1				2%	
State Court-Solicitor	9,005,179	12,255,388	104	11	14	15	7	8	7	14	14	5				5%	
Juvenile Court	12,671,000	16,507,749	160	18	15	15	13	11	9	16	16	15				9%	
Probate Court	3,992,265	5,710,619	53	2	3	4	5	6	6	6	6	5				9%	
County Marshal	5,440,225	7,301,842	72	5	5	6	4	4	3	4	4	4				6%	
State Court-General	5,401,596	7,543,249	66	3	4	4	5	4	4	4	4	5				8%	
State Court-All Judges	4,957,431	6,780,680	40	2	2	3	3	1	1	0	0	0				0%	
Magistrate Court	3,367,832	4,643,554	20	0	1	1	1	1	2	3	3	1				5%	
Superior Court-General	15,670,309	21,496,542	206	12	12	13	16	21	20	18	18	15				7%	
Superior Court-All Judges	7,272,241	9,616,948	80	1	1	0	0	0	0	0	0	0				0%	
Superior Court-Clerk	14,677,714	20,030,636	208	20	23	22	22	20	22	25	25	19				9%	
District Attorney	24,870,562	33,596,733	264	21	24	17	15	17	20	12	12	12				5%	
Public Defender	18,962,377	25,253,301	162	6	5	5	7	3	3	3	3	3				2%	
DREAM	10,949,902	15,358,009	180	23	27	26	28	26	30	26	26	23				13%	
Library	17,958,751	25,036,510	295	40	40	29	32	34	30	25	25	13				4%	
Behavioral Health	2,597,016	3,991,491	56	17	21	22	18	18	15	15	15	15				27%	
Non-Agency	51,665,725	70,370,993	0	0	0	0	0	0	0	0	0	0				#DIV/0!	
Economic Development	830,319	1,096,712	6	0	0	0	0	0	0	0	0	0				0%	
Grand Total	\$ 368,069,383	\$ 503,686,793	4025	426	424	398	392	383	387	390	390	353				9%	

*Vacant positions in the County's HR system as of 10/1/2025. Does not include an internal department reconciliation of positions which may include active job offers, FMLA, military leave and other off-payroll positions.





QUESTIONS



Monthly Emergency Purchase Orders & Monthly CM Contract Approval

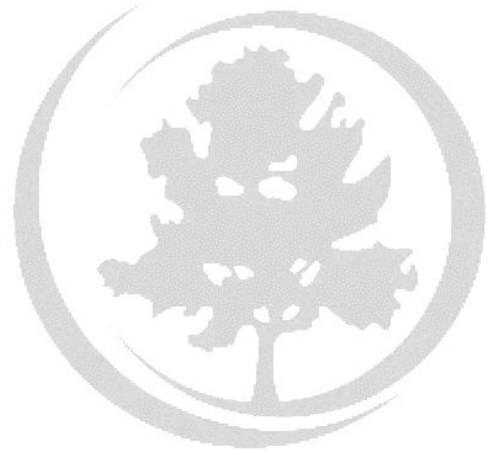
EMERGENCY PURCHASE ORDERS AND CONTRACTS

FULTON COUNTY EMERGENCY PROCUREMENTS 9/13/2025 – 10/8/2025

Date	Description of Emergency	Department/User Agency	Contractor/Vendor Name	Amount
9/17/2025	Emergency repair and replacement of the Double Doors Entrance at the Crisis Stabilization Unit (CSU)	DREAM	Hogan Construction	\$41,442.00
10/3/2025	Emergency repair of forty-eight (48) sliding cell door repairs in various locations at the Fulton County Jail	DREAM	Willo Products, Inc.	\$50,257.00
10/3/2025	Emergency replacement of the kitchen tray conveyance system at the Fulton County Jail	DREAM	Cooks Direct, Inc.	\$27,737.50

County Manager Contract Approvals Less Than \$100K

DATE	CONTRACTOR/VENDOR NAME	CONTRACT PURPOSE	DEPARTMENT	AMOUNT
9/16/2025	INTELLIGENETICS, LLC	DNA Services	Medical Examiner	\$20,000.00
9/18/2025	SWEETSPIRE PLANTS, LLC DBA THE PEDDLER GROUP	Interior Plant Maintenance Services	DREAM	\$67,205.00
9/30/2025	THE SEGAL GROUP, INC.	Benefits Analysis and Compensation Study	Huma Resources	\$90,000.00
10/2/2025	SAFE & SOUND HOME INSPECTIONS	Home Inspection Service on Residential Properties	Community Development	\$30,237.21
10/2/2025	A1 SHREDDING AND RECYCLING, INC.	Secure Records Disposal	Information Technology	\$83,250.00



QUESTIONS



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0779

Meeting Date: 10/15/2025

Department

Finance

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

Presentation, review, and approval of October 15, 2025, Budget Soundings and Resolution.

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

The October 15, 2025 Soundings request is submitted for your review and approval. Below is a brief summary of each request and the related justification.

GENERAL FUND

STRATEGIC PRIORITY AREA: OPEN AND RESPONSIBLE GOVERNMENT

- **Amend the budget of Multiple Departments - (Page 3)**

Funding is requested to increase funding for various departments to supplement the 2025 budget as

a result of the personnel cost impact of the Pay for Performance Bonus, Compensated Absence Payout, and Employee Medical Expense. Funds for these adjustments were included in the Non-Agency budget as part of the adopted budget. This reserve in Non-Agency is to be used to supplement the budget for those departments that were not able to harvest sufficient salary savings throughout the year to cover the increase in personnel costs for the remainder of fiscal year 2025.

Commissioner - District 2	\$ 31,910
Commissioner - District 4	40,500
County Manager	126,040
Community Development	58,190
External Affairs	51,360
Arts and Culture	99,830
Diversity and Civil Rights	19,720
Information Technology	586,882
Purchasing	127,130
Child Attorney	117,000
Tax Commissioner	331,920
Police	227,990

Sheriff	\$ 549,000
Emergency Services - 911	35,650
Medical Examiner	180,000
Solicitor General	100,000
Juvenile Court	700,080
Probate Court	49,280
County Marshall	152,000
Magistrate Court	284,440
Superior Court Judges	216,550
Clerk of Superior Court and Magistrate Court	144,000
District Attorney	966,100
Public Defender	454,160

The funding for this amendment will be a transfer from the reserves located in Non-Agency and earmarked in the 2025 adopted budget for this purpose. **The transfer amount from Non-Agency is \$5,649,732.**

Fiscal Impact / Funding Source

Funding Line 1:

Various accounts identified in soundings document.



OCTOBER BUDGET SOUNDINGS

October 15, 2025

Presented

to the

Board of Commissioners

by the

Finance Department

FULTON COUNTY, GEORGIA
SUMMARY OF BUDGET SOUNDINGS FACT SHEET
October 15, 2025 Sounding

GENERAL FUND:**OCTOBER 15, 2025 SOUNDINGS:**

	Contingency Actions	Non-Agency Actions
Beginning Contingency as of January 1, 2025:	\$ 1,000,000	\$ -
Less March Soundings 3/19/25 [Special]	\$ -	\$ -
Less April Soundings: 4/2/25	\$ -	\$ -
Less April Soundings: 4/16/25	\$ -	\$ -
Less May Soundings: 5/7/25	\$ -	\$ (1,700,000)
Less May Soundings: 5/21/25	\$ -	\$ -
Less June Soundings: 6/4/25	\$ -	\$ -
Less June Soundings: 6/18/25	\$ -	\$ (38,772)
Less July Soundings: 7/9/25	\$ -	\$ -
Less August Soundings: 8/6/25	\$ (131,000)	\$ -
Less August Soundings: 8/20/25	\$ -	\$ -
Less September Soundings: 9/3/25	\$ -	\$ -
Less September Soundings: 9/17/25	\$ -	\$ -
Less October Soundings: 10/1/25	\$ -	\$ (1,700,000)
Less October Soundings: 10/15/25	\$ -	\$ (5,649,732)
Ending Contingency Balance:	<u>\$ 869,000</u>	<u>\$ (9,088,504)</u>

Page #

Department Name & Agency Number

Amount

Amount

3	Non Agency		-\$5,649,732
3	Various Departments		\$5,649,732
	Item 25-0745 - approved by BOC: Transfer funds from the Non-Agency Department budget to the Arts and Culture Department budget to fulfill the BOC-approved Commissioner Action Item amending the budget of Arts and Culture with an increase of \$1,700,000 to fund Contracts for Services (CFS) - October 1		
	Non-Agency		-\$1,700,000
	Arts and Culture		\$1,700,000
	Item 25-0604 - approved by BOC: Transfer funds from the Non-Agency Department budget to the Medical Examiner Department budget to fund the remaining decedent transport services for FY25 following the termination of the prior vendor contract..		
	Non-Agency	-\$131,000	
	Medical Examiner	\$131,000	
	Item 25-0467 - approved by BOC: Transfer funds from the Non-Agency to the County Manager budget appointment of the Correctional Operations Technical Advisor for FY2025 - June 18th		
	Non-Agency		-\$38,772
	County Manager		\$38,772
	Item 25-0300 - approved by BOC Accountability Court Consolidation Position and Corresponding Funding Transfer - April 16th		
	Magistrate Court - 422		-\$62,844
	State Court - 420		-\$277,087
	Superior Court - 450		\$339,932
	Item 25-0346 - approved by BOC Transfer Funds from Non Agency to DBHDD for Diversion Center Support - May 7th		
	Non-Agency - Dept 999		-\$1,700,000
	Behavioral Health - Dept 755		\$1,700,000
	Total Request from Contingency	\$0	\$0
	Total Fund Impact	\$0	\$0

BUDGET SOUNDINGS FACT SHEET

October 15, 2025 Sounding

GENERAL FUND

Strategic Priority Area: Open and Responsible Government

Action Required:

Increase funding for various departments to supplement the 2025 budget as a result of the personnel cost impact of the FY25 Pay for Performance Bonus, Compensated Absences payouts and Employee Medical Funding.

<u>Department</u>	<u>Funding Line</u>	<u>Funding Line Name</u>	<u>Increase</u>	<u>Decrease</u>
Commissioner - District 2	100-102-1021-1500	Contingency	31,910	
Commissioner - District 4	100-104-1042-1500	Contingency	40,500	
County Manager	100-118-1809-1500	Contingency	126,040	
Community Development	100-121-1211-1500	Contingency	58,190	
External Affairs	100-130-1303-1500	Contingency	51,360	
Arts and Culture	100-181-1810-1500	Contingency	99,830	
Diversity and Civil Rights	100-186-1822-1500	Contingency	19,720	
Information Technology	100-220-2205-1500	Contingency	586,882	
Purchasing	100-230-2301-1500	Contingency	127,130	
Child Attorney	100-237-4902-1500	Contingency	117,000	
Tax Commissioner	100-245-2451-1500	Contingency	331,920	
Police	100-320-3202-1500	Contingency	227,990	
Sheriff	100-330-3300-1500	Contingency	549,000	
Emergency Services -911	100-333-3333-1500	Contingency	35,650	
Medical Examiner	100-340-3400-1500	Contingency	180,000	
Solicitor General	100-400-4000-1500	Contingency	100,000	
Juvenile Court	100-405-4051-1500	Contingency	700,080	
Probate Court	100-410-4100-1500	Contingency	49,280	
County Marshall	100-419-4202-1500	Contingency	152,000	
Magistrate Court	100-422-4205-1500	Contingency	284,440	
Superior Court Judges	100-451-4630-1500	Contingency	216,550	
Clerk of Superior Court and Magistrate Court	100-470-4701-1500	Contingency	144,000	
District Attorney	100-480-4800-1500	Contingency	966,100	
Public Defender	100-490-4900-1500	Contingency	454,160	
Non-Agency (Contingency)	100-999-S222-1500			\$5,649,732

Purpose (Justification):

Funding is requested to increase funding for various departments to supplement the 2025 budget as a result of the personnel cost impact of the Pay for Performance Bonus, Compensated Absence Payout, and Employee Medical Expense. Funds for these adjustments were included in the Non-Agency budget as part of the adopted budget. This reserve in Non-Agency is to be used to supplement the budget for those departments that were not able to harvest sufficient salary savings throughout the year to cover the increase in personnel costs for the remainder of fiscal year 2025.

The funding for this amendment will be a transfer from the reserves located in Non-Agency and earmarked in the 2025 adopted budget for this purpose. The transfer amount from Non-Agency is \$5,649,732.

Included in Soundings per County Manager's direction.

Commissioner - District 2	\$	31,910
Commissioner - District 4		40,500
County Manager		126,040
Community Development		58,190
External Affairs		51,360
Arts and Culture		99,830
Diversity and Civil Rights		19,720
Information Technology		586,882
Purchasing		127,130
Child Attorney		117,000
Tax Commissioner		331,920
Police		227,990

Sheriff	\$	549,000
Emergency Services - 911		35,650
Medical Examiner		180,000
Solicitor General		100,000
Juvenile Court		700,080
Probate Court		49,280
County Marshall		152,000
Magistrate Court		284,440
Superior Court Judges		216,550
Clerk of Superior Court and Magistrate Court		144,000
District Attorney		966,100
Public Defender		454,160

1 **RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS TO**
2 **AMEND FULTON COUNTY'S CURRENT BUDGET ON OCTOBER 15, 2025, TO**
3 **MODIFY DEPARTMENTAL BUDGETS; AND FOR OTHER PURPOSES**
4

5
6 **WHEREAS**, O.C.G.A. § 36-81-3 provides that counties have the authority
7 to adopt an ordinance to establish their own fiscal year and budget preparation
8 process; and

9 **WHEREAS**, the Board of Commissioners of Fulton County has determined
10 that it is in the best interest of the County to have a streamlined budget preparation
11 process that provides the necessary legal requirements and removes previous
12 time consuming and burdensome practices; and

13 **WHEREAS**, O.C.G.A. § 36-81-3 provides that a county may amend its
14 budget to adapt to changing governmental needs during the budget period; and

15 **WHEREAS**, O.C.G.A. § 36-81-3(d) provides that amendments shall be
16 made as follows:

17 (1) Any increase in appropriation at the legal level of control of the local
18 government, whether accomplished through a change in anticipated revenues in
19 any fund or through a transfer of appropriations among departments, shall require
20 the approval of the governing authority. Such amendment shall be adopted by
21 ordinance or resolution;

22 (2) Transfers of appropriations within any fund below the local government's
23 legal level of control shall require only the approval of the budget officer; and

24 (3) The governing authority of a local government may amend the legal level
25 of control to establish a more detailed level of budgetary control at any time during
26 the budget period. Said amendment shall be adopted by ordinance or resolution;

1 and

2 **WHEREAS**, the legal level of control for Fulton County is the departmental
3 level.

4 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of
5 Fulton County, Georgia, that, pursuant to O.C.G.A. § 36-81-3(d), the current
6 budget is hereby amended by approval of the attached departmental budget
7 modifications.

8 **BE IT FURTHER RESOLVED THAT** all resolutions or parts thereof in
9 conflict herewith are hereby repealed.

10 **SO PASSED AND ADOPTED**, this 15th day of October, 2025.

11
12 **FULTON COUNTY BOARD OF COMMISSIONERS**
13
14
15

16
17 _____
18 Robert L. Pitts, Chairman
19

20
21 ATTEST:

APPROVED AS TO FORM:

22
23
24 _____
25 Tonya Grier
26 Clerk to the Commission

Y. Soo Jo
County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0780

Meeting Date: 10/15/2025

Department

Human Resources Management

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

Request approval to modify the classification section of the Classification and Compensation plan by adding the new titles of Animal Services Dispatcher (grade 11), Animal Services Officer I (grade 12), Animal Services Officer II (grade 14), Animal Services Bite Investigator (grade 14), Animal Field Services Supervisor (grade 18), and Animal Field Services Manager (grade 19).

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

The Fulton County Civil Service Act of 1982 and adopted Personnel Policies and Procedures.

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

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

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

The Department of Human Resources Management (DHRM) has determined that the following action(s) are warranted to ensure the integrity of the County's Classification system and the changing needs within the respective department. DHRM is requesting approval to:

(X) create the following new classification(s):

	Title Code	Title	Grade
A.	320412	Animal Services Dispatcher	11
B.	320407	Animal Services Officer I	12
C.	320405	Animal Services Officer II	14
D.	320410	Animal Services Bite Investigator	14
E.	320403	Animal Field Services Supervisor	18
F.	320401	Animal Field Services Manager	19

Scope of Work: Click or tap here to enter text.

Community Impact: There is no community impact.

Department Recommendation: 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.

Fiscal Impact / Funding Source

Funding Line 1:

N/A



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0781

Meeting Date: 10/15/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 25ITB1393416C-GS, Tree Removal Services Countywide in an amount not to exceed \$225,000.00 with ArborServ (Lithonia, GA), to provide Countywide tree removal services on an as-needed basis. Effective dates: January 1, 2026 through December 31, 2026, with two renewal options.

Requirement for Board Action

In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

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?

Yes

Summary & Background: The Scope of Work includes, but is not limited to:

- Cutting specified trees down even to the ground so as not to leave any visible stumps.
- De-limbing chopping/chipping and hauling off the premises.
- Debris must be hauled off immediately upon completion of job.
- Limb removal from living trees must be cut so as not to damage the limb collar.
- Stump grinding may be required on a case by-case basis and when required shall be completed in accordance with (IAW) industry standards.
- All debris from the grinding of the stump shall be removed, unless otherwise specified by the

Project Manager

Community Impact: This contract is utilized for storm-related emergencies and/or diseased and dangerous tree removals on County-owned properties.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the lowest responsible bidder.

Basis of Award:

The recommendation for the award was based on the bidders' prices for labor rates (during regular, after, weekends, holidays & emergency hours), stump grinding and service equipment (bucket trucks, chippers, log loaders, chipper trucks, pick-up trucks, etc.) for hourly rates for each type; to determine the lowest bidder for each of the three (3) geographical areas (Groups: North, Central & South) of Fulton County. The County intends to select one Bidder for each zone contained in this ITB.

Recommendation: After careful review, DREAM recommends ArborServ as the lowest responsible and responsive bidder to provide on-site tree removal services on an as-needed basis for Fulton County for FY2026.

ArborServ has performed well on their current contract with Fulton County for this service.

The requested spending authority in the total amount of \$225,000.00 should cover the cost of labor and equipment necessary for tree removal services. Additionally, the Public Works Department has requested use of \$75,000.00 of contract spending authority to support their field operations for FY2026.

Project Implications: This contract is utilized for storm-related emergencies and/or diseased and dangerous tree removals on County-owned properties.

Community Issues/Concerns: None that the Department is aware.

Department Issues/Concerns: If this contract is not approved, the Department does not have the required skills and equipment to perform on-site tree removal services.

Contract Modification: This is a new procurement.

Contract & Compliance Information

Contract Value: \$225,000.00

Prime Vendor: ArborServ, Inc.

Prime Status: African American Male Business Enterprise

Location: Lithonia, GA

County: DeKalb County

Prime Value: \$225,000.00 or 100.00%

Total Contract Value: \$225,000.00 or 100.00%

Total Certified Value: \$225,000.00 or 100.00%

Exhibits Attached

Exhibit 1: Bid Tabulation Sheet

Exhibit 2: Contractor's Performance Report

Exhibit 3: Department Recommendation Memo

Contact Information

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00

This Request: \$225,000.00

TOTAL: \$225,000.00

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5222-1160: General, Real Estate and Asset Management, Building Maintenance- "Subject to availability of funding adopted for FY2026 by BOC" \$150,000.00

Funding Line 2:

200-540-5601-1160: Airport, Public Works, Professional Services - "Subject to availability of funding adopted for FY2026 by BOC" \$25,000.00

Funding Line 3:

201-540-5459-1160: Water & Sewer Revenue, Public Works, Professional Services - "Subject to availability of funding adopted for FY2026 by BOC" \$25,000.00

Funding Line 4:

203-540-5453-1160: General, Real Estate and Asset Management, Building Maintenance- "Subject

to availability of funding adopted for FY2026 by BOC" \$25,000.00

Key Contract Terms	
Start Date: 1/1/2026	End Date: 12/31/2026
Cost Adjustment: N/A	Renewal/Extension Terms: Two one-year renewal options

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2025

Report Period End:
6/30/2025

[illegible]

BID TABULATION SHEET							
BID NUMBER# 09ITB1102K-JD				OPENING DATE:		11/2/2009	P
BID DESCRIPTION: North Service Center							
REQUESTING DEPARTMENT: General						CONTACT	
	VENDOR CODE			VENDOR CODE		VENDOR CODE	
	VENDOR NAME			VENDOR NAME		VENDOR NAME	
	EDT Consturctions. Inc.			Hogan Construction		Mooney Construction,	
	ADDRESS			ADDRESS		ADDRESS	
	1705 Enterprise Way, Suite 200			5075 Avalon Ridge		251 Heritage Walk.	
	TELEPHONE			TELEPHONE		TELEPHONE	
	(770)988-0400			(770)242-8588		(770) 516-8860	
	CONTACT:			CONTACT:		CONTACT:	
	Hassan Anvari, P.E.			Paul Hogan		Tim Mooney	
	QTY	UNIT	TOTAL	UNIT	TOTAL	UNIT \$	TOTAL
GeneralCondition/Requirements	1.00	LS	128,689.00	LS	100,000.00	LS	180,000.00
Site Work & Demolition	1.00	LS	157,137.00	LS	75,000.00	LS	102,000.00
Concrete	1.00	LS	0.00	LS	3,000.00	LS	10,000.00
Masonry/NA	1.00	LS	0.00	LS	0.00	LS	N/A
Structral & Misc. Steel	1.00	LS	0.00	LS	6,000.00	LS	3,000.00
Wood & Plastic	1.00	LS	49,098.00	LS	40,000.00	LS	45,000.00
Moisture Protection	1.00	LS	2,235.00	LS	25,000.00	LS	25,000.00
Doors & Windows	1.00	LS	106,285.00	LS	125,000.00	LS	\$120,000.00
Finishes	1.00	LS	279,938.00	LS	325,000.00	LS	350,000.00
Specialties	1.00	LS	22,103.00	LS	35,000.00	LS	35,000.00
Equipment/NA	1.00	LS	0.00	N/A	N/A	LS	0.00
Furnishing	1.00	LS	15,474.00	LS	2,500.00	LS	7,000.00
Special Construction/NA	1.00	LS	0.00	N/A	N/A	LS	0.00
Conveying System/NA	1.00	LS	0.00	N/A	N/A	LS	0.00

Mechanical	1.00	LS	616,975.00	LS	500,000.00	LS	640,000.00
Electrical	1.00	LS	245,059.00	LS	300,000.00	LS	260,000.00
Sub Total			1,622,993.00		1,536,500.00		1,777,000.00
Contractor Profit			\$84,006.00		N/A		N/A
Contractor Overhead			\$84,006.00		35,000.00		N/A
County Controlled Contingency			\$375,000.00		375,000.00		\$375,000.00
Sub Total			\$1,791,005.00		410,000.00		
Total Base Bid Amount-No Alternate			\$2,166,005		1,946,500.00		\$670,585.00
Alternates							
Alternate 1: Carpet tile		LS	\$29,843.00		58,685.00		(\$24,263.78)
Alternate 2: Replace on damage ceiling tile		LS	\$19,900.00		\$3,388.00		(\$30,150.00)
GRAND	627,898.00			670,568.00		670,585.00	
BIDS MA	1,122.00	NO RESPONSE:					
BIDS RE	5.00	NO-BIDS:		CONTACT: Joyce Daniel			

PAGE NUMBER:		1 of 1		
VENDOR CODE		VENDOR CODE		NON RESPONSIVE VENDORS AND OTHER INFORMATION
VENDOR NAME		VENDOR NAME		
Beatty Construction WCCI,		South Core		
ADDRESS		ADDRESS		
6945 Oak Ridge Parkway,		6095 Pine Mountain		
TELEPHONE		TELEPHONE		
(678) 391-4501		(770)499-1393		
CONTACT:		CONTACT:		
Samuel D. Beatty		Jason Herr		
UNIT \$	TOTAL	UNIT \$	TOTAL	
LS	83,278.00	Lump	0.00	
LS	121,808.00	Lump	157,000.00	
LS	10,204.00	Lump	1,000.00	
LS		Lump	0.00	
LS	2,307.00	Lump	500.00	
LS	48,571.00	Lump	53,000.00	
LS	2,594.00	Lump	4,000.00	
LS	146,129.00	Lump	113,000.00	
LS	416,831.00	Lump	375,000.00	
LS	29,674.00	Lump	28,000.00	
		Lump	0.00	
LS	5,183.00	Lump	5,000.00	
	0.00	Lump	0.00	
	0.00	Lump	0.00	

LS	581,043.00	Lump	626,000.00	
LS	306,978.00	Lump	278,000.00	
	1,754,600.00		1,640,500.00	
		SZ	90,000.00	
		SZ	119,400.00	
	375,000.00		375,000.00	
	375,000.00		584,400.00	
	2,129,600.00		2,224,900.00	
LS	-20,380.00	Lump	12,784.00	
LS	-34,800.00	Lump	48,692.00	
723,000.00		671,794.00		
		DATE RECEIVED:		
		DATE COMPLETED:		

Performance Evaluation Details

ID	E10
Project	Tree Removal Services Countywide
Project Number	22ITB134949C-GS
Supplier	Arborserv
Supplier Project Contact	Darryl A. Dorton (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2025 to 06/30/2025
Effective Date	07/08/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/08/2025 09:31 AM EDT
Completion Date	07/08/2025 09:31 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments

Not Specified

BUSINESS RELATIONS

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

Not Specified

CUSTOMER SATISFACTION

20/20

Rating

Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments

Not Specified

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director, Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM *JD*

DATE: September 9, 2026

SUBJECT: Recommendation Award – ITB #25ITB1393416C-GS, Tree Removal Services Countywide-FY2026

Recommendation: We are recommending approval of the lowest bidder for, ITB #25ITB1393416C-GS Tree Removal Services Tree Removal Services Countywide in the amount of \$225,000.00 with ArborServ (Lithonia, GA), to provide on-site tree removal services countywide under emergency/storm related situation on an “as-needed” basis Fulton County. Effective dates: January 1, 2026 through December 31, 2026, with two renewal options.

DISCUSSION: The recommendation for the award was based on the bidders’ prices for labor rates (during regular, after, weekends, holidays & emergency hours), stump grinding and service equipment (bucket trucks, chippers, log loaders, chipper trucks, pick-up trucks, etc.) for hourly rates for each type; to determine the lowest bidder for each of the three (3) geographical areas (Groups: North, Central & South) of Fulton County. The County intends to select one Bidder for each zone contained in this ITB.

The County received and evaluated ten (10) bid responses to the solicitation. ArborServ submitted the overall lowest bid in the total amount of \$264.75; Q Postell Enterprise Inc dba Quint's Tree Service submitted the next lowest bid at \$351.50; Relmage General Contractors, LLC submitted the 3rd lowest bid at \$468.50; Good Choice X-pert Tree Service submitted the 4th lowest bid at \$682.00; Boutte Tree submitted the 5th lowest bid at \$929.00; Richmond Tree Experts GA, LLC submitted the 6th lowest bid at \$931.00; Gunnison Tree Service the 7th lowest bid at \$1,198.00; Smiley Tree Services submitted the 8th lowest bid at \$1,245.50; Casey Tree Experts submitted the 9th lowest bid at \$1,474.00 and Carter 1 Enterprises submitted the 10th lowest bid at \$2,965.00. Therefore, after careful review, we recommend ArborServ as the lowest responsible and responsive bidder for the award, to provide on-site tree removal services countywide under emergency/storm related situation on an “as-needed” basis for Fulton County for FY2026.

Recommended Bidder	Base Bid Amount	Award Authority
ArborServ	\$264.75	\$225,000.00

ArborServ has a current contract with Fulton County and have performed very good as a Tree Removal Contractor for Fulton County as stated in their performance report.

The \$225,000 in spending authority is requested because this is a time and materials contract that requires covering the costs for labor/hourly rates and equipment for tree removal services for FY2026.

Authorized Signature: *Joseph Davis*
Joseph N. Davis Date: 9/9/2025
(By Director/Deputy Director)

If you require additional information, contact Khandi Flowers at (404) 612-7944.

Cc. Tim Dimond, Deputy Director, DREAM
Anthony Spencer, Administrator, DREAM
Shaista Begum, Senior Engineer, DREAM
Mark Hawks, CAPA, Team C, Purchasing & Contract Compliance
Gertis Strozier, APA, Team C, Purchasing & Contract Compliance
Harry Jordan, Contract Management Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing/DREAM



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0782

Meeting Date: 10/15/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 25ITBC1410259C-JH, Ballasts, Lamps, Light Fixtures and Related Supplies in the total amount of \$160,000.00 with (A) E. Sam Jones (Atlanta, GA) in the amount of \$80,000.00; (B) Summit Lighting Solutions (Lawrenceville, GA) in the amount of \$60,000.00; and, (C) Mega Wholesale, LLC (Elizabeth, NJ) in the amount of \$20,000.00 to provide ballasts, lamps, light fixtures, and related items on an "as needed" basis for Fulton County facilities and parking lots. Effective dates: January 1, 2026 through December 31, 2026, with two renewal options.

Requirement for Board Action

In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than \$100,000 shall be forwarded to the Board of Commissioners for approval.

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?

Yes

Summary & Background: These contracts furnish ballasts, lamps, light fixtures, and related supplies for the Department of Real Estate and Asset Management on an "as needed" basis. Due to standardization of fixtures and sub-assemblies, the recommended contractors supply manufacturer brands such as GE, Sylvania or Phillips for lamps and Advance, Howard, Sylvania, Universal, Magnetek for ballasts. DREAM maintenance staff is responsible for routine repairs and the preventive maintenance program performed at facilities throughout the County

Community Impact: These contracts ensure DREAM has the supplies to address lighting issues Countywide where existing bulbs/fixtures must be replaced.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the lowest responsible bidders to provide ballasts, lamps, light fixtures, and related items on an "as needed" basis for Fulton County facilities and parking lots for fiscal year 2026.

Procedure for Basis of Award:

The recommendation for the awards was based on the lowest bidder per line item.

Recommendation:

The County received and evaluated seven (7) bid responses to the solicitation. There was a total of 52 representative line items evaluated; we have recommended each bidder accordingly:

#	Recommended Bidder	Base Bid Amount	Award Authority	Award Items # to each Bidder
A	E. Sam Jones Distributor	\$74,702.45	\$80,000.00	#3,6,7,12,13,14,16,17,18,19,21,22,23,24,39,40,41,42,43,44,48,51
B	Summit Lighting Solutions	\$70,991.09	\$60,000.00	#1,4,5,15,20,25,26,27,28,30,31,32,33,34,38
C	Mega Wholesale	\$73,431.95	\$20,000.00	#2,3,8,9,10,11,29,35,36,37
Total			\$160,000.00	

DREAM has approximately 623 total (144 in ballast, 332 in lamps and 147 in light fixtures) varieties of lighting items and related supplies on hand in the warehouse inventory. The Department is in the process of converting all existing lighting fixtures to LED in all County facilities and parking lots which is more expensive, but most cost effective in the long term for Fulton County budgetary stability because of the long life and lower energy costs; LED also provide environmental air quality benefits.

The requested total spending authority of \$160,000.00 will cover the costs for lighting ballasts, lamps, light fixtures and supplies and related items to meet the daily requirements and maintain service needs for approximately 128 County facilities and parking lots. The total spending authority is based on prior historical annual usage and price increases due to tariff cost impacting electrical supplies to also help subsidize the cost to support the purchase LED lighting in 2026.

Having multiple vendors will provide the County with maximum flexibility and sufficient resources to respond to the service needs.

Project Implications: These contracts provide all the necessary materials, ballasts, lamps, light fixtures, and related supplies needed to support the in-house staff responsible for maintaining various

Fulton County facilities. Failure to provide the necessary materials and supplies will result in delay of repairs that require immediate attention as well as routine maintenance.

Community Issues/Concerns: None that the Department is aware.

Department Issues/Concerns: If these contracts are not approved, the Department will not be able to provide ballasts, lamps, light fixtures, and related supplies to the DREAM in-house maintenance staff for routine maintenance services Countywide.

Contract Modification: This is a new procurement.

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

Total Contract Value: \$160,000.00

(A)

Contract Value: \$80,000.00
Prime Vendor: Sam Jones Distributor, Inc.
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$80,000.00 or 100.00%

Total Contract Value: \$80,000.00 or 100.00%
Total Certified Value: \$00.00

(B)

Contract Value: \$60,000.00
Prime Vendor: Summit Lighting Solutions
Prime Status: Asian Male Business Enterprise
Location: Lawrenceville, GA
County: Gwinnett County
Prime Value: \$60,000.00 or 100.00%

Total Contract Value: \$60,000.00 or 100.00%
Total Certified Value: \$60,000.00 or 100.00%

(C)

Contract Value: \$20,000.00
Prime Vendor: Mega Wholesale, LLC
Prime Status: African American Male Business Enterprise
Location: Elizabeth, NJ
County: Union County

Prime Value: \$20,000.00 or 100.00

Total Contract Value: \$20,000.00 or 100.00%

Total Certified Value: \$20,000.00 or 100.00%

Grand Contract Value: \$160,000.00 or 100.00%

Grand Certified Value: \$80,000.00 or 50.00%

Exhibits Attached

Exhibit 1: Bid Tabulation Sheet
Exhibit 2: Performance Evaluation
Exhibit 3: Department Recommendation Memo

Contact Information

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

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount: 0.00
Previous Adjustments: 0.00
This Request: \$160,0000.00
TOTAL: \$160,0000.00

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5222-1450: General, Real Estate and Asset Management, Maintenance Supplies-
\$160,000.00 "Subject to availability of funding adopted for FY 2026 by BOC"

Key Contract Terms	
Start Date: 1/1/2026	End Date: 12/31/2026
Cost Adjustment: N/A	Renewal/Extension Terms: TV one-year renewal options

Overall Contractor Performance Rating:

E Sam Jones	85
Summitt Lighting	85
Mega Wholesale	New Vendor

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2025

Report Period End:
6/30/2025

25ITBC1410259C-JH**Ballasts, Lamps, Light Fixtures and Related Supplies**

Estimated Contract Value (\$110000)

Total Awarded Value \$ 0.00

Batteries Plus

Item No	Description	Quantity	Price	Total Cost
1	Ballasts 13W2/1 13/10 UNV-C 120/227V	40	\$ 25.64	\$ 1,025.60
2	Ballasts 18W 2/1 18W-UNV-C 120/277V	60	\$ 26.79	\$ 1,607.40
3	Ballasts 26W 2/1 26W 2/1 26W-UNV-C 120/277V	100	\$ 19.05	\$ 1,905.00
4	Ballasts CFL 42W 120/277V ICF-2S42-M2-LD	20	\$ 27.50	\$ 550.00
5	Electronic Ballast for 4 ft, 2 x T8, 32 watts, 120/277V Fluorescent lamps	300	\$ 8.95	\$ 2,685.00
6	Electronic Ballast for 4 ft, 3 x T8, 32 watts, 120/277V Fluorescent lamps	50	\$ 12.86	\$ 643.00
7	Electronic Ballast for 4 ft, 4 x T8, 32 watts, 120/277V Fluorescent lamps	150	\$ 13.04	\$ 1,956.00
8	Ballast Emergency Fluorescent T-8, T-10 or T-12 120/277V 1 lamp	15	\$ 191.79	\$ 2,876.85
9	Ballast 250W MH, 120/277V core & Coil, Multi Tap	25	\$ 87.29	\$ 2,182.25
10	Ballast 400W MH, 120/277 V core & Coil, Multi Tap	25	\$ 101.79	\$ 2,544.75
11	Ballast 175W MH, 120/277 V core & Coil, Multi Tap	25	\$ 75.95	\$ 1,898.75
12	Ballast 100W MH, 120/277 V core & Coil, Multi Tap	25	\$ 47.62	\$ 1,190.50
13	GROUP B LAMPS & RELATED ITEMS: Philips LED Floor Lamp, 7 WATT DIMMABLE	150	\$ 2.95	\$ 442.50
14	PHILIPS LED Flood Lamp, 10 WATT LED	125	\$ 5.71	\$ 713.75
15	PHILIPS LED Flood Lamp, 14 WATT LED	250	\$ 6.89	\$ 1,722.50
16	PHILIPS LED Flood Lamp 9.5 WATT DIMMABLE	60	\$ 2.43	\$ 145.80
17	PHILIPS Compact FL. Lamp, 26 watt - PL-C - 2-Pin (G24d-3) Base - 4,100K	150	\$ 2.35	\$ 352.50
18	GE 97613 Compact FL. Lamp, F26DBX/841/ECO4P	150	\$ 2.52	\$ 378.00
19	GE 97610 Compact FL. Lamp, F26DBX1 827/4 Pin or Equal	150	\$ 3.57	\$ 535.50
20	GE F18DBX 835/ECO 4 Pin Compact FL. Lamp	200	\$ 4.17	\$ 834.00
21	SYLVANIA CF13DS/835/ECO	300	\$ 2.08	\$ 624.00
22	PHILIPS Fluorescent Lamp F17T8/TL841 ALTO T8	400	\$ 2.68	\$ 1,072.00

23	PHILIPS Fluorescent Lamp F25T8/TL841 ALTO T8	400	\$	2.79	\$	1,116.00
24	PHILLIPS Fluorescent Lamp U-Bent FBO 32/841/U6	300	\$	8.93	\$	2,679.00
25	PHILIPS Fluorescent Lamp, 4 Ft, F32T8/841/ECO	10000	\$	2.08	\$	20,800.00
26	GE Fluorescent Lamp, F31T8/SPX35/U - 31 Watt - T8 - U-Bend 1-5/8 in. Spacing	300	\$	8.98	\$	2,694.00
27	SYLVANIA Fluorescent Lamp, FBO31/841 U-Bend	300	\$	8.98	\$	2,694.00
28	SYLVANIA Tungsten Quartz lamp 250W DC 130 V	25	\$	6.55	\$	163.75
29	SYLVANIA Tungsten Quartz lamp 250W MC 130V	25	\$	5.65	\$	141.25
30	SYLVANIA Tungsten Quartz lamp 250W MC 130V	25	\$	5.77	\$	144.25
31	SYLANVIA Tungsten Quartz lamp 150W DC 130V	25	\$	5.06	\$	126.50
32	LED Lamp 9.5 WATT A-19 2200-2700K	100	\$	1.04	\$	104.00
33	LED Lamp 12 -WATT A-21 2200-2700K	100	\$	1.75	\$	175.00
34	LED Lamp 16-WATT A-21 2200-2700K	100	\$	1.75	\$	175.00
35	LAMP LED CORN COBB 120-277V	25	\$	100.00	\$	2,500.00
36	LAMP LED CORN COBB 120-277V	30	\$	41.50	\$	1,245.00
37	LAMP LED CORN COBB 120-277V	30	\$	59.58	\$	1,787.40
38	LAMP LED CORN COBB 120-277V	25	\$	32.00	\$	800.00
39	MH Lamp, 100 watts, Medium Base, E-17, Average life 10000+ hrs. Open/Close Fixture Syl#64417	50	\$	14.29	\$	714.50
40	MH Lamp, 175 watts, Mogul Base, E-28, Average life 10000+ hrs.	75	\$	10.71	\$	803.25
41	MH Lamp, 250 watts, Mogul Base, E-28, Average life 10000+ hrs	75	\$	10.71	\$	803.25
42	MH Lamp, 400 watts, Mogul Base, ED-28, Average life 10000+ hrs	75	\$	11.90	\$	892.50
43	Lamp, MH 400 watts, BT-37	75	\$	10.71	\$	803.25
44	MH Lamp, 175 watts, Medium Base, ED17, Average life 10000+ hrs	50	\$	11.90	\$	595.00
45	GROUP C LIGHT FIXTURES, LENS & RELATED ITEMS: Lay-In type, 2 FtX2 2GTL24 SWL MVOLT LP840 LED 120V-227V 82 CRI 4000K	25	\$	29.00	\$	725.00
46	Lay-In type, 2 FtX2 2GTL2 A12 120 LP840 LED 120V	30	\$	27.00	\$	810.00
47	Lay-In type, 2 FtX2 Ft, U Bent Lamp Electronic ballast 120V	10	\$	27.00	\$	270.00
48	Light Fixture, Exit/Emergency Light Combo, Cat. No. LHQM S W 3R 120/277	15	\$	27.52	\$	412.80

49	WALL PACK LED 13 WATT 120/277V	12	\$ 38.40	\$ 460.80
50	WALL PACK LED 20 WATT 120/277V	15	\$ 38.40	\$ 576.00
51	WALL PACK LED 32 WATT 120/277V	15	\$ 35.71	\$ 535.65
52	WALL PACK LED 153 WATT 120/277V	15	\$ 86.00	\$ 1,290.00
				Total : \$ 74,922.80

E. Sam Jones Distributor

Price	Total Cost

\$ 24.50 \$ 980.00
\$ 22.50 \$ 1,350.00
\$ 17.25 \$ 1,725.00

\$ 25.50 \$ 510.00
\$ 10.10 \$ 3,030.00

\$ 11.90 \$ 595.00

\$ 12.65 \$ 1,897.50

\$ 58.45 \$ 876.75

\$ 78.50 \$ 1,962.50

\$ 79.95 \$ 1,998.75

\$ 104.50 \$ 2,612.50

\$ 46.50 \$ 1,162.50

\$ 2.10 \$ 315.00

\$ 4.45 \$ 556.25

\$ 6.50 \$ 1,625.00

\$ 2.43 \$ 145.80

\$ 1.90 \$ 285.00

\$ 2.25 \$ 337.50

\$ 2.12 \$ 318.00

\$ 3.10 \$ 620.00

\$ 1.82 \$ 546.00

\$ 2.35 \$ 940.00

ESB LightLLC

Price	Total Cost

No Bid

No Bid

No Bid

No Bid

No Bid

No Bid

No Bid

No Bid

No Bid

No Bid

No Bid

No Bid

\$ 3.80 \$ 570.00

\$ 6.20 \$ 775.00

\$ 7.00 \$ 1,750.00

\$ 3.80 \$ 228.00

\$ 3.50 \$ 525.00

\$ 3.70 \$ 555.00

\$ 3.70 \$ 555.00

\$ 3.70 \$ 740.00

\$ 2.50 \$ 750.00

\$ 3.00 \$ 1,200.00

Electrical Contractor Inc

Price	Total Cost

\$ 36.80 \$ 1,472.00

\$ 37.60 \$ 2,256.00

\$ 37.26 \$ 3,726.00

\$ 46.40 \$ 928.00

\$ 17.76 \$ 5,328.00

\$ 20.81 \$ 1,040.50

\$ 24.00 \$ 3,600.00

\$ 95.66 \$ 1,434.90

\$ 119.90 \$ 2,997.50

\$ 131.14 \$ 3,278.50

\$ 88.76 \$ 2,219.00

\$ 101.78 \$ 2,544.50

\$ 4.40 \$ 660.00

\$ 8.66 \$ 1,082.50

\$ 9.47 \$ 2,367.50

\$ 13.65 \$ 819.00

\$ 5.61 \$ 841.50

\$ 5.49 \$ 823.50

\$ 4.99 \$ 748.50

\$ 4.99 \$ 998.00

\$ 5.20 \$ 1,560.00

\$ 4.20 \$ 1,680.00

MEGA LLC

Price

\$ 17.25

\$ 17.25

\$ 17.25

\$ 27.60

\$ 12.36

\$ 13.74

\$ 14.89

\$ 49.45

\$ 55.20

\$ 66.70

\$ 44.85

\$ 3.62

\$ 5.69

\$ 7.48

\$ 3.62

\$ 3.45

\$ 3.28

\$ 3.28

\$ 3.28

\$ 2.30

\$ 3.45

\$ 2.50	\$ 1,000.00	\$ 3.20	\$ 1,280.00	\$ 5.76	\$ 2,304.00	\$ 3.45
\$ 8.05	\$ 2,415.00	\$ 9.20	\$ 2,760.00	\$ 16.18	\$ 4,854.00	\$10.06
\$ 2.02	\$ 20,200.00	\$ 2.70	\$ 27,000.00	\$ 3.14	\$ 31,400.00	\$ 2.70
\$ 9.70	\$ 2,910.00	\$ 9.00	\$ 2,700.00	\$ 12.33	\$ 3,699.00	\$10.35
\$ 9.75	\$ 2,925.00	\$ 9.00	\$ 2,700.00	\$ 14.97	\$ 4,491.00	\$10.35
\$ 19.00	\$ 475.00	\$ 5.50	\$ 137.50	\$ 3.79	\$ 94.75	\$ 4.60
\$ 9.60	\$ 240.00	\$ 5.50	\$ 137.50	\$ 14.97	\$ 374.25	\$ 4.31
\$ 11.00	\$ 275.00	\$ 5.50	\$ 137.50	\$ 14.97	\$ 374.25	\$ 4.31
\$ 16.95	\$ 423.75	\$ 5.50	\$ 137.50	\$ 5.59	\$ 139.75	\$ 4.31
\$ 1.36	\$ 136.00	No Bid		\$ 5.29	\$ 529.00	\$12.08
\$ 1.90	\$ 190.00	No Bid		\$ 3.50	\$ 350.00	No Bid
\$ 2.90	\$ 290.00	No Bid		\$ 2.71	\$ 271.00	No Bid
\$ 90.65	\$ 2,266.25	\$ 89.00	\$ 2,225.00	\$216.70	\$ 5,417.50	\$69.00
\$ 72.85	\$ 2,185.50	\$ 42.00	\$ 1,260.00	\$ 86.53	\$ 2,595.90	\$40.25
\$ 54.00	\$ 1,620.00	\$ 41.00	\$ 1,230.00	\$ 81.17	\$ 2,435.10	\$24.15
\$ 39.50	\$ 987.50	\$ 51.00	\$ 1,275.00	\$ 74.03	\$ 1,850.75	\$40.25
\$ 13.25	\$ 662.50	\$ 15.00	\$ 750.00	\$ 19.40	\$ 970.00	\$17.19
\$ 10.05	\$ 753.75	\$ 16.50	\$ 1,237.50	\$ 19.40	\$ 1,455.00	\$16.04
\$ 10.05	\$ 753.75	\$ 16.50	\$ 1,237.50	\$ 19.40	\$ 1,455.00	\$16.04
\$ 10.50	\$ 787.50	\$ 16.50	\$ 1,237.50	\$ 21.18	\$ 1,588.50	\$16.04
\$ 9.20	\$ 690.00	\$ 16.50	\$ 1,237.50	\$ 22.52	\$ 1,689.00	\$16.04
\$ 11.00	\$ 550.00	\$ 14.50	\$ 725.00	\$ 21.18	\$ 1,059.00	\$14.66
\$ 73.15	\$ 1,828.75	\$ 59.00	\$ 1,475.00	\$183.95	\$ 4,598.75	No Bid
\$ 52.50	\$ 1,575.00	\$ 45.00	\$ 1,350.00	\$154.53	\$ 4,635.90	No Bid
\$ 52.50	\$ 525.00	No Bid		\$154.53	\$ 1,545.30	No Bid
\$ 18.50	\$ 277.50	\$ 51.50	\$ 772.50	\$ 66.22	\$ 993.30	No Bid

\$ 55.95 \$ 671.40
\$ 55.95 \$ 839.25
\$ 26.50 \$ 397.50
\$ 97.50 \$ 1,462.50

Total : \$ 74,702.45

No Bid
No Bid
No Bid
\$ 120.00 \$ 1,800.00

Total : \$ 62,450.5

\$139.81 \$ 1,677.72
\$169.24 \$ 2,538.60
\$272.26 \$ 4,083.90
\$404.70 \$ 6,070.50

Total : \$ 137,946.12

No Bid
No Bid
No Bid
No Bid

Total : \$

Wholesale		Summit Lighting Solutions		Voss Lighting	
Total Cost		Price	Total Cost	Price	Total Cost
\$	690.00	\$ 15.56	\$ 622.40	\$ 28.12	\$ 1,124.80
\$	1,035.00	\$ 17.78	\$ 1,066.80	\$ 27.92	\$ 1,675.20
\$	1,725.00	\$ 18.89	\$ 1,889.00	\$ 24.32	\$ 2,432.00
\$	552.00	\$ 22.22	\$ 444.40	\$ 31.26	\$ 625.20
\$	3,708.00	\$ 8.33	\$ 2,499.00	\$ 15.84	\$ 4,752.00
\$	687.00	\$ 12.00	\$ 600.00	\$ 15.29	\$ 764.50
\$	2,233.50	\$ 13.26	\$ 1,989.00	\$ 15.54	\$ 2,331.00
\$	741.75	\$ 59.89	\$ 898.35	\$ 86.59	\$ 1,298.85
\$	1,380.00	\$ 83.33	\$ 2,083.25	\$164.88	\$ 4,122.00
\$	1,667.50	\$ 83.33	\$ 2,083.25	\$167.13	\$ 4,178.25
\$	1,121.25	\$ 53.33	\$ 1,333.25	\$132.98	\$ 3,324.50
		\$ 69.16	\$ 1,729.00	\$178.44	\$ 4,461.00
\$	543.00	\$ 2.22	\$ 333.00	\$ 6.02	\$ 903.00
\$	711.25	\$ 4.61	\$ 576.25	\$ 6.96	\$ 870.00
\$	1,870.00	\$ 4.72	\$ 1,180.00	\$ 7.96	\$ 1,990.00
\$	217.20	\$ 3.33	\$ 199.80	\$ 12.81	\$ 768.60
\$	517.50	\$ 3.22	\$ 483.00	\$ 5.31	\$ 796.50
\$	492.00	\$ 2.78	\$ 417.00	\$ 5.31	\$ 796.50
\$	492.00	\$ 2.78	\$ 417.00	\$ 5.31	\$ 796.50
\$	656.00	\$ 2.50	\$ 500.00	\$ 5.31	\$ 1,062.00
\$	690.00	\$ 2.22	\$ 666.00	\$ 3.81	\$ 1,143.00
\$	1,380.00	\$ 2.69	\$ 1,076.00	\$ 10.14	\$ 4,056.00

\$ 1,380.00	\$ 3.06	\$ 1,224.00	\$ 9.65	\$ 3,860.00
\$ 3,018.00	\$ 10.99	\$ 3,297.00	\$ 16.01	\$ 4,803.00
\$ 27,000.00	\$ 1.83	\$ 18,300.00	\$ 2.49	\$ 24,900.00
\$ 3,105.00	\$ 7.91	\$ 2,373.00	\$ 20.08	\$ 6,024.00
\$ 3,105.00	\$ 7.91	\$ 2,373.00	\$ 20.08	\$ 6,024.00
\$ 115.00	\$ 2.43	\$ 60.75	\$ 3.11	\$ 77.75
\$ 107.75	No Bid		\$ 6.72	\$ 168.00
\$ 107.75	\$ 2.87	\$ 71.75	\$ 5.51	\$ 137.75
\$ 107.75	\$ 3.59	\$ 89.75	\$ 5.33	\$ 133.25
\$ 1,208.00	\$ 0.91	\$ 91.00	\$ 4.20	\$ 420.00
	\$ 1.49	\$ 149.00	\$ 4.73	\$ 473.00
	\$ 1.73	\$ 173.00	\$ 4.09	\$ 409.00
\$ 1,725.00	\$ 84.62	\$ 2,115.50	\$ 131.58	\$ 3,289.50
\$ 1,207.50	\$ 42.31	\$ 1,269.30	\$ 65.85	\$ 1,975.50
\$ 724.50	\$ 42.31	\$ 1,269.30	\$ 65.85	\$ 1,975.50
\$ 1,006.25	\$ 15.88	\$ 397.00	\$ 50.00	\$ 1,250.00
\$ 859.50	\$ 15.88	\$ 794.00	\$ 60.73	\$ 3,036.50
\$ 1,203.00	\$ 11.90	\$ 892.50	\$ 19.47	\$ 1,460.25
\$ 1,203.00	\$ 11.90	\$ 892.50	\$ 19.47	\$ 1,460.25
\$ 1,203.00	\$ 13.59	\$ 1,019.25	\$ 32.05	\$ 2,403.75
\$ 1,203.00	\$ 11.90	\$ 892.50	\$ 32.05	\$ 2,403.75
\$ 733.00	\$ 13.59	\$ 679.50	\$ 22.54	\$ 1,127.00
	\$ 81.26	\$ 2,031.50	\$ 56.18	\$ 1,404.50
	\$ 50.47	\$ 1,514.10	\$ 39.62	\$ 1,188.60
	\$ 50.47	\$ 504.70		
	\$ 30.68	\$ 460.20	\$ 65.26	\$ 978.90

	\$ 56.57	\$ 678.84	\$ 85.98	\$ 1,031.76
	\$ 69.08	\$ 1,036.20	\$ 85.98	\$ 1,289.70
	\$ 75.09	\$ 1,126.35	\$161.35	\$ 2,420.25
	\$141.99	\$ 2,129.85	\$208.29	\$ 3,124.35
73,431.95	Total : \$ 70,991.09		Total : \$ 123,521.21	

Performance Evaluation Details

ID	E7
Project	Ballasts, Lamps, Light Fixtures and Related Supplies
Project Number	22ITBC135037C-GS
Supplier	E. Sam Jones Distributor
Supplier Project Contact	randy Lagod (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2025 to 06/30/2025
Effective Date	07/01/2025
Evaluation Type	Formal
Interview Date	06/30/2025
Expectations Meeting Date	06/30/2025
Status	Completed
Publication Date	07/01/2025 09:35 AM EDT
Completion Date	07/01/2025 09:35 AM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

Not Specified

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Not Specified

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Not Specified

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E7
Project	Ballasts, Lamps, Light Fixtures and Related Supplies
Project Number	22ITB135037C-gs
Supplier	Summit Lighting Solutions
Supplier Project Contact	Brandi Jenks (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2025 to 06/30/2025
Effective Date	07/01/2025
Evaluation Type	Formal
Interview Date	06/30/2025
Expectations Meeting Date	06/30/2025
Status	Completed
Publication Date	07/01/2025 09:25 AM EDT
Completion Date	07/01/2025 09:25 AM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

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17/20

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Not Specified

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Rating

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Comments

Not Specified

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17/20

Rating

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Not Specified

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Comments

Not Specified

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent, Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM *JD*

DATE: September 3, 2025

SUBJECT: Contractor's Performance Report–
ITBC#**25ITBC1410259C-JH**, Ballasts, Lamps, Light Fixtures and Related Supplies-FY2026

The Contractor listed below to our knowledge has never provided any professional goods under this contract to Fulton County's Department of Real Estate and Asset Management.

PROJECT: Ballasts, Lamps, Light Fixtures and Related Supplies

PROJECT NO.: ITBC25ITBC1410259C-JH

CONTRACTOR: Mega Wholesale, LLC
144 W Grand Street
Elizabeth, NJ 07202

POC: Mark Anderson

PHONE: (908) 312-3790

EMAIL: info@megawholesalellc.com

If you have any questions, please contact Khandi Flowers at (404) 612-7944

JD/TD/kf

C: Tim Dimond, DREAM Deputy Director
John W. Adams, Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing/DREAM
Harry Jordan, Contract Administrator, DREAM



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent, Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM

DATE: September 3, 2025

SUBJECT: Recommendation Award – ITBC #25ITBC1410259C-JH, Ballasts, Lamps, Light Fixtures and Related Supplies- FY2026

Recommendation Request approval of lowest responsible bidders - Department of Real Estate and Asset Management, Bid#25ITBC1410259C-JH, Ballasts, Lamps, Light Fixtures and Related Supplies in the total amount of \$160,000.00 with (A) E. Sam Jones (Atlanta, GA) in the amount of \$80,000.00, (B) Summit Lighting Solutions (Lawrenceville, GA) in the amount of \$40,000.00 and (C) Mega Wholesale, LLC (Elizabeth, NJ) in the amount of \$20,000.00, to provide ballasts, lamps, light fixtures, and related items on an "as needed" basis for on an "as needed" basis Fulton County facilities and parking lots. Effective dates: January 1, 2026 through December 31, 2026, with two renewal options.

DISCUSSION The recommendation for the awards was based on the lowest bidder per line items.

Recommendation:

The County received and evaluated seven (7) bid responses to the solicitation. There was a total of 52 representative line items evaluated; we have recommended each bidder accordingly:

#	Recommended Bidder	Base Bid Amount	Award Authority	Award Items # to each Bidder
A	E. Sam Jones Distributor	\$74,702.45	\$80,000.00	#3,6,7,12,13,14,16,17,18,19,21,22,23,24,39,40,41,42,43,44,48,51
B	Summit Lighting Solutions	\$70,991.09	\$60,000.00	#1,4,5,15,20,25,26,27,28,30,31,32,33,34,38
C	Mega Wholesale LLC	73,431.95	\$20,000.00	#2,3,8,9,10,11,29,35,36,37
Total			\$160,000.00	

DREAM has approximately 623 totals (144 in ballast, 332 in lamps and 147 in light fixtures) of varieties of lighting items and related supplies on hand in the warehouse inventory. The

Department is in the process of converting all existing lighting fixtures to LED in all County facilities and parking lots which is more expensive, but most cost effective in the long term for Fulton County budgetary stability because of the long life and generate less energy; and efficient solution for environmentally air quality benefits it provides.

The requested total spending authority of \$160,000.00 to cover the costs for lighting for ballasts, lamps, light fixtures and supplies and related items to meet the daily requirements and maintain service needs for approximately 128 County facilities and parking lots. The total spending authority is based on prior historical annual usage and price increases due to tariff cost impacting electrical supplies to also help subsidize the cost to support the purchase LED lighting in 2026.

Joseph Davis
Authorized Signature: Joseph N. Davis Date: 9-3-25
(By Director/Deputy Director)

If you require additional information, contact Khandi Flowers at (404) 612-7944.

Cc. Tim Dimond, Deputy Director, DREAM
John W. Adams, Administrator, DREAM
Fred Tindal, Materials Management Manager, DREAM
Mark Hawks, CAPA, Team C, Purchasing & Contract Compliance
Joanna Hernandez, APA, Team C, Purchasing & Contract Compliance
Harry Jordan, Contract Management Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing/DREAM



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0783

Meeting Date: 10/15/2025

Department

Real Estate and Asset Management

Requested Action

Request approval to award a contract without competition - Department of Real Estate and Asset Management, #25SS090425C-MH, Countywide Postage Services in the amount not to exceed \$2,300,000.00 with the United States Postal Service (Atlanta, GA), to provide postage services for Fulton County agencies. Effective dates: January 1, 2026 through December 31, 2026.

Requirement for Board Action

In accordance with Purchasing Code Section 102-384, after conducting a good faith review, if the Purchasing Department determine that 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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This request will provide postage services for all Fulton County agencies for FY2026. This service is required to meet postage needs for Fulton County agencies and to provide postage services for user departments for "time sensitive" mail such as tax bill information, W-2 forms, jury summons, Registration and Elections applications and ballots or any notices mailed from Fulton County, which must arrive at their destinations in a timely manner. Postage stamps cannot be purchased from another source.

Pursuant to the Purchasing Code Section 102-384, this request meets the following category permitted as basis for conditions allowing the award of a contract without competition:

(b)(7) A governmental agency is the only provider of the service and/or services

Community Impact: Provides citizens and patrons time sensitive mail from Fulton County Government agencies.

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

The requested spending authority in the total amount of \$2,300,000.00 is sufficient to cover these anticipated costs for FY2026.

The United States Postal Services is sole proprietary provider to delivery postal services.

Project Implications: The stamps cannot be purchased from another source. The United States Postal Services is sole provider postal services. The postage mandates for Fulton County agencies and mandate to provide postage to various user departments for "time sensitive" mail are referenced in County Policy & Procedures No. 600-54, Fulton County Mail Processing Procedures dated: February 21, 1996.

Community Issues/Concerns: None that the Department is aware.

Department Issues/Concerns: If this sole source is not approved, this will jeopardize Fulton County's ability to deliver time sensitive mail to its citizens.

Contract Modification No, this is a 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: Sole Source Justification Form - 25SS090425C-MH

Exhibit 2: Request Memo for Sole Source Procurement

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$2,300,000.00
TOTAL: \$2,300,000.00

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

700-520-5201-1703: Internal Services Fund, Real Estate and Asset Management, Postage Charges-\$2,300,000.00 "Subject to availability of funding adopted for FY2026 by BOC"

Key Contract Terms	
Start Date: 1/1/2026	End Date: 12/31/2026
Cost Adjustment:	Renewal/Extension Terms: N/A

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

Yes

Report Period Start: N/A
Report Period End: N/A



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent,
Director of Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM

DATE: August 25, 2025

SUBJECT: Request Sole Source Procurement- Countywide
Postage Services-FY2026

Requested Action: The Department of Real Estate and Asset Management is requesting approval to award contract without competition with the United States Postal Services (USPS) to provide Countywide postage services for Fulton County agencies for fiscal year 2026, in the total amount not to exceed of \$2,300,000.00.

Discussion: This service is required to adhere to postage mandates for Fulton County agencies and to provide postage to various user departments for “time sensitive” mail such as tax information to include W-2 forms, tax bills and tax assessments to Fulton County citizens, jury summons, absentee ballots, voter registration applications, precinct cards, head of household mailings and any notices mailed from Fulton County, which must arrive at their destinations in a timely manner. Postage stamps cannot be purchased from another source. The United States Postal Services is the sole proprietary provider for delivery of postal services.

In accordance with Purchasing Code Section 102-384, this request meets the following category permitted as the basis for conditions allowing the award of a contract without competition:

(b)(7) A governmental agency is the only provider of the service and/or services

Impact: If this sole source is not approved, this will jeopardize Fulton County’s delivery of time sensitive mail to its citizens and patrons and may impact the timeliness of mailings to voters for the 2026 Elections and the timely mailing of tax notices to Fulton County citizens.

The funding for this request is in account line #700-520-5201-1703 in the amount of \$2,300,000.00, subject to availability of funding adopted for FY2026 by BOC.

If you require additional information, please contact Harry Jordan at (404) 612-5933.

JD/AP/haj

ATTACHMENTS: Justification and Approval for Award of Contract W/O Competition
RQN# 082725-0111

C: Donna Jenkins, Deputy Director, Purchasing and Contract Compliance
Mark Hawks, CAPA, C Team, Purchasing and Contract Compliance
April Pye, Administrator, DREAM Administration Division
Harry Jordan, Contract Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing and Contract Compliance
Florene Thornton, Financial Administrator, DREAM



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0784

Meeting Date: 10/15/2025

Department

Real Estate and Asset Management

Requested Action

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, Sourcewell Contract #012825-ORK, Pest Control Services with Related Products in an amount not to exceed \$300,000.00 with Orkin, LLC (Atlanta, GA), to provide comprehensive pest control services on an as-needed basis for Countywide facilities. Effective dates: January 1, 2026 through December 31, 2026.

Requirement for Board Action

In accordance with Purchasing Code Section 102-455, requests for approval to utilize cooperative purchasing or GSA purchase contracts of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

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?

Yes

Summary & Background: This contract provides all labor, equipment, transportation, and material necessary to maintain an integrated pest management (IPM) program at 136 County facilities. Traditional pest control plans are largely reactive to pest infestations and base much of their response on the routine, scheduled application of pesticides. The IPM approach is designed to minimize pesticide usage and focuses on observation and prevention. The process is based on detailed surveillance (and periodic re-inspection) and the interpretation of data to estimate the nature of the pest population in each area. This monitoring allows accurate decisions to be made on when

and where chemical intervention is needed. The contractor shall provide site-specific recommendations for structural and procedural modifications to achieve pest suppression.

Scope of Work: The Scope of Work also includes but is not limited to:

1. Provide a comprehensive pest control treatment plan and schedule of service for each facility.
2. The treatment of the exterior perimeter of every building for ants and other pests, (excluding wood destroying organisms) on a monthly minimum or as needed basis.
3. Rodent control around the exterior of every building utilizing bait stations and various flavors of bait. The bait stations will be weatherproof, secured, and numbered.
4. Rodent control for interiors shall consist of mechanical traps or glue boards.
5. Control of birds shall be provided as-needed.
6. Treatment of non-housing, non-food production areas, such as hallways, storage rooms, janitorial rooms, and loading dock, shall be by spot or crack and crevice, as appropriate, based on a schedule or actual need.
7. The treatment of all pipe chases shall contain an insect growth regulator.
8. All treatment in sleeping areas shall consist only of gel-type baits.
9. 2/24 response to emergencies - respond in 2 hrs., 24/7 to emergency needs.

Community Impact: IPM programs are integral to any commercial environmental health and safety plan. Pests carry diseases and germs that can spread to humans if not managed.

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

This is a time and materials contract, and the requested spending authority in the total amount of \$300,000.00 will cover the costs for materials and labor hours to ensure the County facilities receive pest control services for FY2026.

Project Implications: The integrated pest control management program helps ensure all County facilities are free of pests and minimizes pesticide use in County facilities.

Community Issues/Concerns: None that the Department is aware.

Department Issues/Concerns: If this Cooperative Purchasing Contract is not approved, there will be a delay in providing comprehensive pest management services as DREAM does not have sufficient in-house staff to cover all applicable facilities.

Contract Modification: This is a new request.

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: Contract Agreement- Cooperative Orkin, LLC

Agenda Item No.: 25-0784

Meeting Date: 10/15/2025

Exhibit 2: Sourcewell Contract #012825-ORK

Exhibit 3: Performance Evaluation

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$300,000.00
TOTAL: \$300,000.00

Fiscal Impact / Funding Source

Funding Line 1:

100-999-S200-1160: General, Non-Agency, Professional Services- \$300,000.00 "Subject to availability of funding adopted for FY2026 by BOC"

Key Contract Terms	
Start Date: 1/1/2026	End Date: 12/31/2026
Cost Adjustment:	Renewal/Extension Terms: N

Overall Contractor Performance Rating: 79

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2025

Report Period End:
6/30/2025

Contract Agreement

This Agreement for a comprehensive pest control treatment plan and schedule of service for each facility monthly. Treatment of the exterior perimeter of every building for ants and other pests, (excluding wood destroying organisms) on a monthly, minimum, or as needed basis. for the Department of Real Estate & Asset Management is made and entered into by and between Fulton County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as "County" or "Owner" and **ORKIN EXTERMINATING, INC** of Atlanta, GA, hereinafter referred to as "Consultant."

Contract Documents

County and Consultant agrees that the Agreement consists of the following contract documents:

- I. Form of this Contract Agreement
- II. Sourcewell Contract #012825-ORK, Pest Control Services
- III. Scope of Services
- IV. Compensation
- V. Exhibits (if applicable)

This Agreement was approved by the Fulton County Board of Commissioners on _____, 2026 (25-) and

Contract Term

The term of the agreement will be effective beginning January 1, 2026 through December 31, 2026.

Modifications

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

Indemnification

Consultant shall, to the fullest extent permit by law, indemnify the County and protect, defend, indemnify and hold harmless the County, its officers, officials, employees, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- a) Bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting therefrom; or any other damage or loss or claims arising out of or resulting in whole or part from any actual or alleged act or omission of the Consultant, sub-consultants/subcontractors, anyone directly or indirectly employed by any firm or sub-consultant/subcontractors; or anyone for whose acts any of them may be liable in the performance of the Contract Services;
- b) Violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the Consultant in the performance of Contract services; or
- c) Liens, claims or actions made by the Consultant or other party performing the Contract Services, as approved by the County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the Consultant, or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefits acts, other employee benefit actor, or any statutory bar or insurance. The agreement to hold the County, its officer's, agents, and employees harmless shall not be limited to the limits of liability insurance requirements specified in this agreement.

Insurance

Consultant agrees to obtain and maintain insurance coverage pursuant to and based upon the Terms and Conditions of the [Insert the Contract Number and Contract Title of project being utilized for Cooperative or Statewide Contract]. Consultant's agrees to maintain insurance coverage during the entire term of this Agreement. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

Notices

Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By Consultant to: Director
Department of Real Estate & Asset Management
141 Pryor St.
Atlanta, Georgia 30303
Attn: Joseph Davis
Email: joseph.davis@fultoncountyga.gov

With a copy to: Chief Purchasing Agent
Department of Purchasing & Contract Compliance
130 Peachtree Street, S.W., Suite 1168

Atlanta, Georgia 30303
Attn: Felicia Strong-Whitaker
Email: felicia.strong-whitaker@fultoncountyga.gov

And by the County to:

Bruce Scott, Account Manager
ORKIN EXTERMINATING, INC
1400 Marietta Blvd. N.W. Suite b
Atlanta, GA 30318
Attn: **Bruce Scott**
Email: **bscott1@orkin.com**

The parties to this service agreement agree to the above referenced conditions:

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

ORKIN EXTERMINATING, INC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Bruce Scott,
Account Manager

ATTEST:

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 Davis, Director
Department of Real Estate and Asset
Management

**MASTER AGREEMENT #012825****CATEGORY: Pest Control Services with Related Products****SUPPLIER: Orkin, LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Orkin, LLC, 2170 Piedmont Road NE, Atlanta, GA 30324-4135 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on March 5, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date. 30324-4135
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #012825 to Participating Entities. In Scope solutions include:
- a. Insects;
 - b. Rodents;
 - c. Reptiles;
 - d. Birds;
 - e. Aquatic Species; and
 - f. Other Pests.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R. § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).**

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement

and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be

deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell, to the extent arising out of any negligent or wrongful act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) Grant of License.**a) During the term of this Agreement:**

- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

- b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) Use; Quality Control.

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that

provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured (blanket endorsements acceptable) under the Supplier’s commercial general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

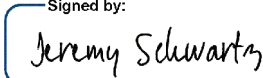
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.

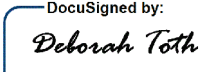
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity and as mutually agreed upon by Supplier. In the alternative, the parties may mutually agree to utilize Supplier’s standard contract forms. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, limitations of liability, and other material terms as mutually agreed.

Sourcewell

Orkin, LLC

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

2/28/2025 | 1:35 PM CST
Date: _____

DocuSigned by:

F1B9EACB94174DD...
By: _____
Deborah A Toth
Title: Government Business Development
Manager National Accounts

2/28/2025 | 11:08 AM PST
Date: _____

RFP 012825 - Pest Control Services with Related Products

Vendor Details

Company Name: Orkin, LLC

Does your company conduct business under any other name? If yes, please state: Orkin, Orkin Pest, Orkin Exterminating, Orkin of California

Address: 2170 Piedmont Road NE
Atlanta, GA 30324-4135

Contact: Deborah A Toth

Email: dtoth@rollins.com

Phone: 770-220-6165

HST#: 580942031

Submission Details

Created On: Tuesday January 21, 2025 22:02:43

Submitted On: Monday January 27, 2025 22:25:09

Submitted By: Deborah A Toth

Email: dtoth@rollins.com

Transaction #: 4be3b9c5-defd-4481-9993-7fab59bf9917

Submitter's IP Address: 216.164.28.125

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Orkin, LLC dba: Orkin, Orkin Pest, Orkin Pest Control, Orkin Exterminating, Orkin Services of California Federal Tax ID: 58-0942031 DUNS #: 002509420 Years in Business: 124 Incorporated: January 10, 1964 in the State of Delaware
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Orkin, LLC dba: Orkin, Orkin Pest, Orkin Pest Control, Orkin Exterminating, Orkin Services of California and Orkin Franchises may be responsible for providing services across the United States; however, the Master Agreement will be with Orkin, LLC
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Orkin, LLC Cage Code: 1FNT3 Orkin, LLC SAM UEI: HW5VHF3D69K6
5	Provide your NAICS code applicable to Solutions proposed.	561710
6	Proposer Physical Address:	2170 Piedmont Road NE Atlanta, GA 30324-4135
7	Proposer website address (or addresses):	www.orkincommercial.com
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Deborah A Toth Government Business Development Manager National Accounts 2170 Piedmont Road NE Atlanta, GA 30324-4135 Office: 770-220-6165 Cell: 404-219-6445 eMail: dtoth@rollins.com
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Deborah A Toth Government Business Development Manager National Accounts 2170 Piedmont Road NE Atlanta, GA 30324-4135 Office: 770-220-6165 Cell: 404-219-6445 eMail: dtoth@rollins.com
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ryan Williams Senior Managing Attorney Rollins, Inc. 2170 Piedmont Road NE Atlanta, GA 30324-4135 404-888-2477 ryan.williams1@rollins.com

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Founded in 1901, Atlanta-based Orkin, LLC is a wholly owned subsidiary of Rollins, Inc. (NYSE:ROL). Operating under the Orkin® trademark, Orkin serves over 2.5 million clients through more than 350 company owned locations in the contiguous United States and Hawaii, and over 30 franchise owned branches nationwide. As the largest and most experienced pest management services company in North America, Orkin provides services that include, but are not limited to: General Pest Control, Bed Bug Services, Bird Management, Termite Eradication, and Wildlife Control. Orkin delivers solutions to federal and state agencies, healthcare and hospitality facilities, military installations, transportation agencies and food service organizations nationwide. With 124 years of experience in the industry, Orkin knows effective pest management starts with science. We believe the more we know about pests and why they do what they do, the better we can do what we do. Orkin continues to incorporate new technologies to in almost every area of our business, from service, to service vehicles, to contract administration and customer access to service information. Our goal remains: maintain the edge on the competition by being smarter, faster and more efficient. Ongoing audits provide areas of improvement in everything we do; from branch operations systems, sales management, fleet operations to employee training. By following current best practices in Integrated Pest Management (IPM), we help our Orkin Education, Food Safety, Government, Healthcare, Hospitality, Pharmaceutical, Office and Logistics clients create cleaner and healthier environments. Orkin's pest management philosophy starts with non-chemical approaches, such as mechanical traps and sealants, to prevent pests from entering and infesting structures. We also use target-specific treatments that zero in on specific pest problems. To ensure that our service continues to meet client needs and to stay abreast of the trends/issues that affect our clients, we are involved in their industries. Orkin supports a number of organizations through memberships, sponsorships or educational collaborations to include but not limited to: - Association for the Healthcare Environment (AHE) - Building Owners and Managers Association (BOMA) - Centers for Disease Control and Prevention (CDC) IPM is an environmentally responsible approach to pest management that relies on a combination of practices. By taking advantage of all pest management options, starting with non-chemical techniques, IPM programs proactively manage pests and help minimize impacts on people, property and the environment.
12	What are your company's expectations in the event of an award?	As a 12-year Sourcwell (NJPA) contract holder, Orkin expects to continue growing our Sourcwell partnerships. We feel that our goal of double-digit growth annually is attainable for each of the four years of the new contract period of performance.
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Orkin has provided proof of our financial responsibility in Attachment File #1. Rollins, Inc. 2024 10K. The 2024 Annual Report was not yet available at the time of Orkin's bid submission. Attachment File 1A. Proof of Insurance. Attachment File 1B. Traveler's Casualty and Surety Company of America, the current surety company has advised that Rollins, Inc. (Orkin's Parent Company) has a surety line of \$5,000,000 single bond with a \$50,000,000 aggregate facility.
14	What is your US market share for the Solutions that you are proposing?	In 2022 PCT Magazine identified Rollins /Orkin as the largest pest control firm (by revenue) in North America and number 2 in 2023. http://pctonline.com The 2023 pest control market share was \$22.79 billion. Rollins/Orkin revenue in 2023 was \$3.1 billion. 13.16% of the market share. Experts predict the market to reach \$32 billion by 2027. Orkin has increased their SWL sales in each of the four years of current contract. 2021 45.7% increase 2022 58.74% increase 2023 26.84% increase 2024 163.39% increase Orkin fully expects to continue to grow our Sourcwell sales by double digits year over year.
15	What is your Canadian market share for the Solutions that you are proposing?	Orkin is not submitting a proposal for Canada at this time.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Not Applicable.

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Orkin, LLC is considered a Service Provider. We sell and provide equipment as part of our service response to our business partners, but do not sell equipment or pesticides as stand-alone line items. Orkin provides service through our more than 350 service branches, 8,000+ employees (to include 550 Account Managers nationwide with the expectation to add 40 more within the next 90 days) and over 10,000 service/sales vehicles on the streets/highways of the United States. Orkin's leadership decided long ago that training would set the company apart in the industry. With that in mind, we have invested millions to develop award-winning training programs that extend well beyond the classroom. This means every one of our public sector/government and commercial client's benefit from the unrivaled pest control knowledge, tools and techniques that define The Orkin Man®. In 2024 Orkin re-established their Commercial Division to provide more focus on our commercial business to work in tandem with our Orkin has five (5) geographic Divisions: Northeast Division Pacific Division Midwest Division South Central Division Southeast Division All six divisions report to Patrick Chrzanowski, President of Orkin North America. Each operating division has a management team that consists of a Division President, Assistant Division Vice President, Region Sales & Service Managers, and a Division Technical Services Representative. Within each division, Orkin is further broken out into operating regions. Each region is overseen by a Region Manager and an Assistant Region Manager with 550 Account Managers reporting to Branch and Region Managers. Sourcewell opportunities are overseen by the Government Business Development Manager in the National Accounts Department located in Atlanta, GA. National Accounts has an operational structure of Customer Care, Data Administration, Call Center, AR / Invoicing /AP and Systems Processes and Procedures. All are Orkin employees. In addition to Orkin company resources, we also have the resources of our parent company Rollins, Inc. which provides Legal, Marketing, Technical Services and Training resources. Orkin has provided Organization Charts in Attachment File # 3A.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Orkin, LLC has brick and mortar company owned or franchised service branches in the 48 contiguous United States, Hawaii, Puerto Rico and the US Virgin Islands. Orkin employs subcontractors in the state of Alaska. All Orkin branches (including subcontractors) are licensed to do business in the cities and states in which they are located or bordered next to. Several branches have more than one state license and certifications due to their proximity of another state. Additionally, Orkin adheres to each individual state license, certification and training requirements for all service personnel employed to provide pest control service to include application of pesticides (chemicals) and baits, control wildlife, apply termiticides and use of disinfection products. The Government Relations Department of Rollins, Inc. (Orkin's Parent Company) works with all service branches to ensure complete compliance to each/all federal, state and local regulations as they apply to each individual service location. A License Expiration report is sent to each Orkin Service branch on a monthly basis that identifies Technician licenses/certifications and Driver's Licenses that will be expiring within the next 60 – 90 days in order to prevent any delinquencies or delays in obtaining their renewals. Orkin provides copies of the Branch Business License and Technician certifications required to perform service to each Member agency in order to provide verification that Orkin's license and permits are current and appropriate for the pest control services to be performed. Should Orkin ever have to utilize the services of an subcontractor, they will provide the licenses/permits and certifications of the subcontractor in their proposal submission. Rollins' Technical Service Department provides training on the application of products, materials and maintains the library of Rollins' authorized use products as well as those regulated by the EPA and each individual state.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Orkin, LLC has not been suspended or debarred from participating in any federal, state, municipal, non-profit or education contracts nationwide.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Training Magazine, the training industry's premier publication, has recognized Orkin's (under Rollins, our parent company) among its annual Top 125 organizations that excel in human capital development. 2023, 2022, 2021, 2017-2020 and 2003-2014. National Pest Management Association: GreenPro and QualityPro Certified. US EPA Pesticide Environmental Stewardship Program Gold Member.	*

21	What percentage of your sales are to the governmental sector in the past three years?	Government / Public Sector sales (federal, state, muni) continue to be less than 1% of Orkin's commercial and residential sales of approximately \$3.1 billion. Orkin continues to grow our government/public sector business, however, it does not equal the growth of our commercial and residential sectors.	*
22	What percentage of your sales are to the education sector in the past three years?	Orkin's sales to the education sector is approximately 22% of our Sourcwell reported sales.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Sourcwell Contract #042821-ORK: Annual Reported Sales: 2024: \$10,434,562.71 2023: \$3,961,546.47 2022: \$3,123,199.05 2021: \$1,955,120.23 See Attachment File #2 for Orkin's SWL Percentage Growth Year_Year 2016 - 2024. Orkin was awarded an OMNIA Cooperative Contract in April 2021. It was not rolled out to Orkin's Account Managers until late 2021. In November 2024, Orkin assigned a Customer Manager to focus on OMNIA sales. As of December 2024, Orkin reported approximately \$258,000.00 in OMN sales. Orkin's Sourcwell contracts remains our main focus contract for state, municipality, education and non-profit sales.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Orkin was awarded their new GSA Schedule Contract in October 2022. Annual Reported Sales 2024: \$1,301,978.57 2023: \$1,324,296.10 2022: \$926,303.66	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
DeKalb County (GA) Schools SWL Member # 18859	Demeterius Blount	678-232-4410	*
Sacramento County (CA) SWL Member # 17855	Matthew Davies	918-875-6270	*
Georgia Building Authority SWL Member # 51490	Danny Swann Quanetra Martin	404-851-4534 470-240-9095	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	1 Government Business Development Manager 1 Commercial Division 5 Sales/Service Divisions 33 Sales/Service Regions 350+ Local Service Branches (Branch & Service Manager(s)) 550 Local Account Managers 4,700+ Service Technicians Orkin has provided Division Org Charts in Attachment File # 3A.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Orkin, LLC authorizes Orkin Services of CA , 350+ Company Owned Branches that will offer Orkin service solutions to Sourcwell Members. Additionally, Deborah Toth, as Orkin's Government Business Development Manager may authorize use on a case by case basis. Orkin may authorize the use of our SWL contract to the 35+ Franchise Owned service branches. Because Orkin does not have access to Franchise accounting systems, monitoring & reporting and fee payment would prove difficult.	*

28	Service force.	1 Government Business Development Manager 1 Commercial Division 5 Sales/Service Divisions 33 Sales/Service Regions 350 + Local Service Branches (Branch & Service Manager(s)) 550 Local Account Managers 4,700+ Service Technicians Orkin has provided Division Org Charts in Attachment File # 3A.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	A Member Agency requesting information about Orkin, looking for a proposal for service or seeking information about Orkin's Sourcewell Contract has several ways to contact Orkin. 1. contact Orkin's Government Business Development Manager, Deborah Toth directly at 770-220-6165 or dthoth@rollins.com; 2. contact Jon Andres, Orkin's Senior Sourcewell Supplier Development Executive at 218-895-4131 or Jon.Andres@sourcewell-mn.gov 3. contact their areas Orkin's local service branch; 4. Orkin's 24/7 Contact Center @ 800-241-1666, 5. eMail - customercare@orkin.com Sourcewell Member contracts/services will be handled cradle to grave by National Accounts Government with continuous and ongoing communications between National Accounts and the Service Branches, Account Managers and the Member Agencies. Proposals to Members may be sent directly to Member by National Account Government or Orkin field Account Managers. All proposals are reviewed by the Government Business Development for compliance before submitting to agencies. Field Account Managers are directed to copy National Account Government on all communications to Members for permanent file retention. Once Member agrees to Orkin's proposal and a fully executed agreement is finalized, the agreement is entered into Orkin's system and our branches notified that service can be started. Account Managers work with their Branch Service teams to schedule initial services and establish the ongoing relationships with the Member agency to ensure contract success. National Accounts Government is available to assist directly with customers and Account Managers with all aspects of customer service, administration, adding services, service related questions, invoicing questions for the length of contract performance.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	A Member Agency requesting information about Orkin, looking for a proposal for service or seeking information about Orkin's Sourcewell Contract has several ways to contact Orkin. 1. contact Orkin's Government Business Development Manager, Deborah Toth directly at 770-220-6165 or dthoth@rollins.com; 2. contact Jon Andres, Orkin's Senior Sourcewell Supplier Development Executive at 218-895-4131 or Jon.Andres@sourcewell-mn.gov 3. contact their areas Orkin's local service branch; 4. Orkin's 24/7 Contact Center @ 800-241-1666, 5. eMail - customercare@orkin.com Orkin's service branches and contact centers are trained to reach out to Orkin's Government Business Development Manager, Deborah Toth when they receive inquiries about Sourcewell opportunities or government agencies seeking information on our government contract vehicles. The Government Department then liaisons with the Service Branch and Member agency to facilitate appropriate responses to inquiries and requests to include but not limited to: 1. proposal for one or multiple facilities for regular, recurring services or one time odd job 2. response to RFP/RFQ or ITB 3. site inspections 4. invoicing questions or payment inquiries 5. Orkin's Sourcewell Contract information 6. work with Legal Department to facilitate contracts For current agency contracts in place, if the Member agency calls in for a non-emergency service request, Orkin will verbally respond within 2 hours and dispatch to the appropriate Orkin Service Branch. Orkin will be back on property within 24 hours. For emergency service requests Orkin will respond verbally within 2 hours, dispatch to the appropriate Orkin Service Branch and be back on property within the time frame agreed upon with the Member Agency. (can be anywhere from 1 hour to 8 hours). Orkin's Customer Care Center then closes out the service requests for the service data to be then made available to the Member Agency. Orkin's Account Managers work directly with National Accounts Government to ensure that all requests are handled efficiently and Members have a local contact to meet and deal with directly and in-person.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Orkin is fully committed to providing service to all participating entities in the United States. Our Legal Department is well versed in reviewing Member agency contracts and the process of utilizing Orkin's Sourcewell contract to meet their procurement requirements regardless of how long that process may take. Recently Orkin began working with a current SWL Member customer on adding service for another division within their agency. The process began in August 2024 and finalizing the amendment occurred in December 2024. Orkin began servicing the second division late December 2024. Our Legal Department was instrumental in providing terms and conditions that were equally beneficial to both the agency and Orkin. There have been instances where the Member agency came to Orkin and requested pricing. After review of our proposal, the agency either kept their current provider or chose another provider for lower cost. Orkin understands that the Members are not required to use Orkin under our Sourcewell agreement but that it is an option for their pest control requirements. We also stress to Member agencies that if Orkin is not awarded a contract by the Member Agency for General Pest Control, that we are available to provide quotes for Odd Jobs, One Time Ancillary Services such as Bird Management, Mosquito Control, Termite Eradication or Disinfection services. Orkin has maintained our original \$90.00/hour negotiated pricing for all states, except CA since 2013. We have made the decision to increase the pricing for Hawaii to the CA rate because of the ever increasing costs to do business in CA and HI; but will be maintaining our negotiated hourly rate of \$90.00/hour for all remaining states for an unprecedented 12 years. Orkin is committed to being a good steward of state, municipal, education and non-profit dollars and want these government / public sector to know that because Orkin values their partnerships we will make it easier and more efficient to do business with us and still get Orkin's best pest control service, customer service and contract administration.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Orkin cannot commit to providing service to entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Orkin will not be able to provide service in Canada. Orkin Canada is a totally separate entity in the Rollins family of brands and subject to their own company policies and the laws and regulations of the Canadian government. There is no area of the contiguous United States that Orkin cannot provide service. We have coverage in the 48 contiguous United States and Hawaii using Orkin service branches. In Alaska, Orkin has a long term subcontractor. We also have Franchises in Puerto Rico and the US Virgin Islands that currently provide services to federal government entities in those areas so they are very familiar with Orkin's government contract vehicles and government agency requirements.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	There are no entity sectors that would not have access to Orkin's pest control solutions. Orkin has a national footprint in the contiguous United States and Hawaii. Orkin does not have a company owned branch in AK but would utilize a long-term subcontractor that we have in place. We are committed to our Sourcewell contract vehicle. Orkin's intention is to continue to working with state/municipal government, education and non-profit member agencies to utilize the SWL contracts for their requirement and Orkin's SWL contract for their pest control requirements.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restriction to the services that Orkin would be able to provide in Alaska, Hawaii, and the US Territories. However, in Alaska, Orkin would use a long term subcontractor, and the US Territories would be serviced by franchise owned branches.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	In 2023, Orkin's Government and Marketing Departments updated all internal Sourcewell information and uploaded a Sourcewell Tool Kit to our internal use only company website. Current and new field Account Managers are encouraged to download the Tool Kit to educate themselves on the SWL contract in conjunction with their Orkin Sales Training. The Government Business Development Manager participates in TEAMS and in-person Sales Meetings for branches, regions and division. 2024 Sales Meetings: 11 nationwide 2023 Sales Meetings: 12 nationwide Government Department is now scheduling 2025 meetings to talk about our 2024 SWL sales successes and best practices for for winning Sourcewell Member Agencies to Orkin customers. Orkin Account Managers are encouraged to promote SWL in their sales presentations to all state, municipal and non-profit agencies. Orkin's Government Department regularly shares the SWL Membership list to Account Managers to sort for agencies in their respective sales regions. Additionally, if an agency is not a Member of SWL, Orkin reps recommend SWL and provide Jon Andres' phone and eMail to contact for any questions about Sourcewell Membership. The Government Business Development Manager also shares Orkin University meet and greets with the Region Sales Manager to encourage in person meeting with SWL staff and learning directly from SWL. See Attachment Zip File # 8 with Orkin's Tool Kit and updated internal sales documents.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Orkin Account Managers are encouraged to use social media icons as part of their digital signature. Additionally, sales/service personnel are urged to participate on sites offering group discussion boards to gain insight into customer questions, issues and concerns from service to budget constraints. Our Marketing Department has imbed inbed the Sourcewell hyperlink on Orkin's Government page on www.orkincommercial.com
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell has been a valuable resource in meeting with Orkin's Government Business Development Manager to provide guidance and tools to better promote Sourcewell and Orkin's Sourcewell contract. The Member Updates, Membership lists, webinars and regional Sourcewell University meetings have aided Orkin's attempts to be more visible to the SWL Member community and provide training to our field Account Managers. The annual H20 event in MN is an excellent participation event. Orkin's Government Business Manager has attended and was able to share insights gained from similar contractors about the struggles of maintaining sales personnel interest in our SWL contract vehicle as well as developing positive momentum throughout the year. Jon Andres and Nikki Werk have made themselves available to the Government Department as well as Orkin Division and Region Sales Managers. They provide Member Spend Reports, participated on Region/Division team sales calls.
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Orkin does not have an e-procurement ordering system for our government/public sector agencies. Orkin does participate on GSA, eBuy, Fed Bid and several state web procurement opportunities. Because Orkin is a service company, and our pest control service offerings vary by region, pest pressures, type of facility, and Member statements of work. We provide Members with location specific quotes.

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Orkin is please to offer our Member Agency business partners No Cost Training for their staff / end users as part of our contracts in areas to include but not limited to: *Bed Bug Inspections – Where to Look? *Setting up Shelving and Storge for Food Storage Warehouses/Storage Rooms *Effective Sanitation Practices *Pest Management in Food Service Areas If after normal work day hours training is requested, there will be a 2 hour minimum charge. i.e. Sanitation Training for Housing Authority Residents after 5:00 PM Provide cleaning and sanitation tips to help residents keep their units pest free and suggestions for pest harborage free storage areas.

42	Describe any technological advances that your proposed Solutions offer.	Due to increasing demand for accountability, electronic documentation and data has resulted in the development of electronic remote monitoring devices, in particular for rodent control. Orkin has added electronic rodent monitoring - a pest control technology that uses sensors and traps to remotely monitor rodent activity. ERMs can be used indoors and outdoors to identify and address rodent problems before they become infestations. Sensor data is transferred to a web-based dashboard, which can be accessed 24/7 from any computer. Orkin InSite is Orkin's comprehensive customer portal that provides service data and analysis of Member Agency's pest control program. Orkin continues to upgrade InSite with to provide a high-level overview of Member Agency pest control program, including pest levels, pest pressure trends, past service reports and next scheduled service visit(s). Insight on pest management programs is available 24/7 on http://www.orkininsite.com. Member Agencies can easily navigate through the system to see one location or multiple. Orkin has provided an in depth Power Point presentation of Orkin InSite in Attachment File # 7. *Orkin continues to invest and upgrade hand-held devices for all Service Technicians to record equipment location and service information electronically, reducing the amount of paper used; *Mobile Apps for Sales and Service Personnel; *iPads are upgraded regularly for Account Manager to take pictures and put sales proposals together for electronic submission; *Electronic Certificates to allow Orkin Sales Manager to access state and federal agency procurement and reporting website;	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Increasingly, commercial properties of all types are "going green" and obtaining LEED certification from the U.S. Green Building Council – a trend that helps improve human and environmental health and conserves water and energy. Reducing the environmental impact of your facility's indoor and outdoor pest control efforts through Integrated Pest Management (IPM) is a relatively easy way to obtain credits toward the LEED "Existing Building Operations and Maintenance" certification. An industry leader in IPM, Orkin has more than a century of experience in the pest control business. Our highly-trained professionals have extensive knowledge of IPM practices and a deep expertise in pest biology and the latest technologies – all to help stay compliant with LEED. LEED REQUIREMENTS FOR INDOOR AND OUTDOOR IPM Least-toxic pesticides. Minimum use of chemicals. Chemicals used only in targeted locations and only for targeted species. Routine inspection and monitoring. "Universal notification" of tenants when applying certain pesticide treatments. This means tenants are notified no less than 72 hours under normal circumstances – and no less than 24 hours in emergencies – before a pesticide other than a least-toxic pesticide is applied in a building or on surrounding grounds that the building maintains. Orkin is a US Green Building Council Member Education Provider. To obtain LEED certification in pest control, you must meet specific requirements within several categories. One of the primary LEED standards is that you'll need a written IPM policy* and documentation that it was followed – valuable resources that Orkin provides to all its customers. Orkin is a USGBC Education Provider committed to enhancing the ongoing professional development of the building industry and LEED Professionals through high-quality education programs. As the USGBC's first pest management Education Provider, Orkin has agreed to abide by USGBC-established operational and educational criteria, and is subject to annual reviews and audits for quality assurance. See Orkin's Attachment Files # 5 IPM LEED Certification Property Management Checklist and Orkin Healthcare Green IPM Training.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Orkin has implemented a number of practices to better serve our Member Agencies, while reducing environmental impact. These practices span a broad operating spectrum from day to day service delivery, fleet management to award winning training programs. See Attachment File # 4 Orkin ISO9001:2015 Certification See Attachment File # 6 Orkin_Rollins Sustainable Practices Plan	*

45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	Orkin has held a Sourcwell (NJPA) ontract since 2013. We are in the unique position of being an incumbent service provider for three-four year contract periods. We have twelve (12)years experience dealing with all types and levels of Sourcwell Members and requirements. Orkin's National Account Government Department has worked with Division, Region and Branch Managers to provide continuous training to field sales personnel. We provide initial training to new Account Managers and advanced training to more seasoned field sales personnel. Orkin has tenured Account Managers who are familiar and comfortable with selling pest control to government, education and non-profit entities, and Orkin has seen their Sourcwell footprint grow substantially. Their success is breeding success with other agencies within their sales territories. Orkin not only has the resources of our large company, we also have the resources of the Rollins' family of brands to ensure our success. Orkin has commercial business in every state that Sourcwell has a presence so our logo, service and the Orkin Man is a familiar and welcome presence. Agencies are open to Orkin's service offerings and dealing with a company whose longevity is 124 years strong. What Makes Orkin DIFFERENT? 1. Consistent, High-Quality Service - When you choose Orkin, you get the proven and effective pest control protocols of the national leader. We want to be a partner you can count on—quietly, consistently, daily. 2. Customizable Service Portfolio - From insect and rodent control to proactive bed bug services, bird control and wildlife work, we configure a package to help meet your pest control needs, no matter the size and scope. 3. Unmatched Customer Support - We provide you with three layers of dedicated support: 1) Local branch management to help ensure responsive and effective service; 2) a quality assurance (QA) team helping to ensure your pest management service meets your high standards; and 3) our team of 90+ on-staff entomologists and wildlife biologists to help solve complex pest issues. 4. One-of-a-Kind Service Guarantee - We're so confident in our services that we offer a guarantee that is unique in our industry so you can feel just as confident (see below). 5. Faster Response Times - With 350+ corporate-owned locations and 35+ franchise locations in the U.S., our service teams may be closer to you than other providers. 6. The Gold Standard of Technicians - Every Orkin technician undergoes rigorous training and is required to participate in ongoing training for as long as they are with us. 7. A Century of Experience at Work for You - Otto Orkin started serving business customers in 1901. No other national company has been providing commercial pest control services longer. We've learned a lot in 124 years, and it's all yours when you partner with us. 8. Comprehensive Reporting - Our detailed service documentation helps ensure you have everything you need for inspectors, auditors and other regulatory agents. Plus, it allows us to identify patterns of pest activity, target treatments and adjust prevention efforts for maximum impact.
46	What eco-friendly products and methods do you use for pest control and describe how those methods minimize the impact of pest control treatments on the environment?	By following the latest best practices in Integrated Pest Management (IPM), we help our Orkin [School, Food Safety, Retail, Restaurant, Healthcare, Hospitality, Multifamily, Pharmaceutical, Office, Logistics] Precision Protection™ clients create cleaner and healthier working environments. But we believe we have a responsibility to help protect the larger environment as well. Orkin's pest management philosophy starts with non-chemical approaches, such as mechanical traps and sealants, to prevent pests from entering and infesting agency buildings. We also use target-specific treatments that zero in on specific pest problems.

47	Describe any integrated pest management (IPM) strategies your solutions offer.	Orkin Commercial Services strongly advocates the use of Integrated Pest Management (IPM). IPM is an environmentally responsible approach to pest management that relies on a combination of practices. By taking advantage of all pest management options, starting with non-chemical techniques, IPM programs proactively manage pests and help minimize impacts on people, property and the environment. IPM is a collaborative effort, so Orkin will partner with agencies to identify maintenance and sanitation opportunities that will help minimize the need for and dependence on the routine application of traditional pesticides and chemicals. We'll provide your employees with the tools to immediately report evidence of pest activity so we can work with you to quickly implement preventive countermeasures. If chemical treatments are necessary, Orkin will apply them judiciously, always considering the least-toxic formulations first. Orkin A.I.M. approach to pest prevention. Effective pest management is a process, not a one time event. Through our IPM approach, which we call A.I.M., we identify the best program for the agency's needs based on our scientific research and custom solutions. Our methods combine a collaborative and ongoing cycle of three (3) critical activities. Maximum protection with minimum exposure. Assess the Situation Comprehensive inspections Pest identification Risk evaluation Implement a Customized Plan Focus on prevention Environmentally conscious approach Sanitation consultation Monitor, Document and Communicate Monitor for signs of pest activity Documentation of all services provided and recommendations
48	Describe any certifications or endorsements your company and/or technicians hold that highlight your commitment to eco-friendly pest control practices.	To ensure that our service continues to meet our clients' needs and to stay abreast of the trends and issues that affect our clients day in and day out, we get involved in their industries. Orkin supports a number of organizations through memberships, sponsorships or educational collaborations. Examples include: - American Hotel & Lodging Association (AH&LA) - Association for the Healthcare Environment (AHE) - Building Owners and Managers Association (BOMA) - Centers for Disease Control and Prevention (CDC) - International HACCP Alliance - National Apartment Association (NAA) - National Restaurant Association (NRA) We partner with several industry-leading organizations to advocate greener pest management practices in businesses across the country: • As part of our commitment to environmental responsibility, Orkin is a member of the National Pest Management Association's Quality Pro, a program that maintains rigorous ethical and operational standards for professional pest control operators. • Orkin partners with the Association for the Healthcare Environment (AHE) to promote more effective and environmentally responsible pest control practices in healthcare settings. We co-authored "AHE's Recommended Practice: Integrated Pest Management," a best practices guide to healthcare pest control, and launched HealthcarePestControl.com, an interactive online handbook that provides free training resources on smarter pest management practices. Orkin was the first pest management Education Provider for the U.S. Green Building Council (USGBC). We developed an online training program for the USGBC to teach the building industry and LEED professionals about Integrated Pest Management and how it fits into green building practices.
49	Describe how your pest management practices comply with local and national regulations.	Orkin has an Environmental Stewardship Group, a team of coworkers from across the company who review Orkin practices and initiatives to monitor and maintain our responsible environmental stewardship. Orkin Service Pros complete 160 hours of hands-on training in their first year and on-going training every year in the federal, state and local regulatory requirements. Orkin's Managing Director of Regulatory & Environmental Relations is acting Chairperson for the NPMA Committee working with the EPA on pesticides, pesticide usage and ensuring effective but least toxic products, labeling and proper usage.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☐ Yes ☒ No	Orkin is large business and does not certify as WMBE, Small Business, Service Disabled Veteran Owned Business (SDVOB) or Native Tribe Business. Orkin is a successful subcontractor to three (3) SDVOB and with two (2) Native Tribe companies on several government projects nationwide. We continue to look for opportunities to partner with Minority, Women Owned, 8a, HUBZone, Native Tribe and SDVOB in order to expand their business and Orkin's subcontract footprint in the government sector. Orkin Service Branches invest in their local communities and economies by utilizing small and minority businesses to provide services to include but not be limited to: office cleaners, window washers, caterers, florists, and local garages for vehicle maintenance.	*
51		Minority Business Enterprise (MBE)	☐ Yes ☒ No	Not Applicable	*
52		Women Business Enterprise (WBE)	☐ Yes ☒ No	Not Applicable	*
53		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	Not Applicable	*
54		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	Not Applicable	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	Not Applicable	*
56		Small Business Enterprise (SBE)	☐ Yes ☒ No	Not Applicable	*
57		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	Not Applicable	*
58		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	Not Applicable	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Net 30 from date of a correct and compliant invoice Orkin accepts the following: PCARD / Credit Card Payment ACH -Automated Clearing House Payments EFT - Electronic Funds Transfer Checks	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	Not Applicable	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Orkin has a National Account Service Agreement that can be used if an agency does not have their own agreement to be used. Orkin has developed a Price/Service Spreadsheet template that provides pricing for multiple facilities that will be serviced under contract. Samples are included in Attachment File # 10C.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Orkin accepts PCARD / Credit Card payments. There is no additional fee for using this process.	*

63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	See Orkin's SWL Pricing Documents in Attachment Files # 10A. and 10B. Orkin is providing SWL Members Firm Fixed Price quotes based upon a Ceiling Hourly Rate of \$90.00/hour for General Pest Control for all states except CA and HI. (25% discount off our Commercial Hourly Rate of \$120.00/hour.) CA and HI SWL Members are provided Firm Fixed Price quotes based on a Ceiling Hourly Rate of \$112.50/hour . Orkin's SWL price rates are 25% off the current commercial rates for those areas. Orkin would advise that we have kept the same hourly rates for all states except CA & HI, since our original SWL contract in 2013. Orkin raised prices in CA in 2021 due to the high inflation in CA. We are asking for a price increase for HI this period of performance due to the higher cost of doing business on the island state. Firm Fixed Pricing for structures and facilities would be based upon an inspection and proposal. Because of the increased costs for pest control equipment and materials, Orkin is requesting a price increase for equipment in all states.	*						
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Orkin is providing a 25 % discount off our commercial pricing for services. \$90.00 / hour for all states except CA & HI. California & Hawaii hourly rate is 15% higher because our commercial rate is \$150 -\$170.00/hour in those states.	*						
65	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell Volume Pricing Discount <table><tr><td>\$ Annual Cash Receipts</td><td>Discount %*</td></tr><tr><td>\$ 500,000.00</td><td>1%</td></tr><tr><td>\$1,000,000.00+</td><td>2%</td></tr></table> *Discounts are based on annual cash receipts as of January first and applied to all accounts that are current locations serviced on February first. All discounts are applied to the original rate. Service Contractor will provide an annual summary report of payment receipts by customer to Manager. Discounts are based on a (3) year national contract with Sourcewell. *Discounts are not rebates and are price reductions for customers per the above agreement. *Members or Member locations may only participate in one discount or group purchase program with Orkin at any given time.	\$ Annual Cash Receipts	Discount %*	\$ 500,000.00	1%	\$1,000,000.00+	2%	*
\$ Annual Cash Receipts	Discount %*								
\$ 500,000.00	1%								
\$1,000,000.00+	2%								
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Orkin would supply a price for any sourced or related service defined as "open market". Orkin will always submit a cost proposal to a Sourcewell Member for their approval and will not begin any work /service until a signed agreement or Purchase Order is issued.	*						
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Unique acquisition costs that are not included as part of Orkin's submission would be items such as Lift Rentals, Hotel/M meal & Incremental charges for ancillary services such as bird management work; bat guano removal; work that would require additional costs to cure. Orkin would submit a separate proposal for these types of situations/services and obtain a signed agreement with Member Agency prior to beginning any work or service. These costs will always be presented prior to any work initiated.	*						
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Orkin's service costs are FOB Delivered.	*						
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Because of Orkin's national footprint and service locations in contiguous United States, HI, Puerto Rico and the US Virgin Islands, Orkin ships products and equipment to all the service branch locations on a regular basis.	*						
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Because Orkin has brick and mortar service branches with certified / licensed service personnel already in place Orkin can begin service within 7-10 days of receiving a fully executed contract. Our model is such that we do not have to hire personnel but rather blend new SWL Member business into our existing branch portfolios.	*						

71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Orkin's National Accounts (NA) Government Department is tasked with reviewing Orkin's Sourcewell Account Manager's proposals before they are sent to any Member Agency to ensure price compliance. Upon notification of contract award, the documents are sent to the NA Government Department for upload into Orkin's system. NA Government Dept. verifies contract information and uploads the Member Agency. There are several internal checks and balances that the upload contains to ensure that Orkin is correct and compliant to our contract: 1. Category Code used: GOVT 2. Proper naming convention is used: SWL/Member Agency 3. Purchase Order/Contract information and Period of Performance is entered for each 4. 2% CVA fee 5. Tax Exempt (varies by state) Daily Audit Reports are run to verify that entered information is correct and dollars match contract Monthly Sales Reports are run for all NA Business Development Managers and Field Sales Reports are run to review and spot check for internal audit purposes. Customer Names/Identifiers eMail Addresses (containing but not limited to: .org; .state.us; .edu Tax Exempt Quarterly Sales Reports are run by the Reporting Supervisor and sent to the Government Business Development Manager who forwards to Jon Andres and Nikki Werk, Orkin's Sourcewell Supplier Development team. The Reporting Supervisor requests the Quarterly Fee Payment check from Accounts Payable and sends to Sourcewell.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Orkin is a sales organization that tracks monthly, quarterly and annual sales numbers for all sales personnel company-wide. Sales numbers are used to monitor and track performance. The National Accounts (NA) Government Department is provided sales numbers by Customer and Category Code so we know whether we are reaching our goals. Sourcewell has allowed Orkin the autonomy to set our sales goal. Success is annual double digit increases. Single digit increase is meeting expectation. Triple digit increase (as was attained 2023 to 2024) is exceeding expectations.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Orkin adds a 2% internal fee to each Sourcewell Contract entered which is paid by the service branch. The dollars are captured and Orkin uses that fund to pay the Sourcewell Quarterly Fee. No fees are ever passed on to the Member Agency.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Under Orkin's GSA Schedule Contract, we are required to provide federal agencies with "best nation pricing". Under a Sourcewell Contract, Orkin is providing state, municipal, education (K-University) and non-profits we provide "best state" pricing. Orkin will provide two (2) separate price lists. 1. California and Hawaii 2. All other States Please refer to Orkin's Attachment File # 10A CA_HI Pricing and #10B All States except CA & HI Pricing

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	As the largest, most experienced pest management services company in North America, Orkin provides services that include, but are not limited to: General Pest Control, Bed Bug Services, Bird Management, Termite Eradication, and Wildlife Control. Orkin delivers solutions to federal and state agencies, education (K-University) healthcare and hospitality facilities, military installations, transportation agencies, airports, zoos, parks & recreational areas, government warehouses, and food service organizations nationwide. See Attachment Files # 9A. and 9B for Orkin's SWL Pest Coverage document.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Exclusion Services Orkin's Exclusion Services provide comprehensive coverage of your facility from the ground up – and everything in between – to help form a barrier against pests. > Door Sweeps: help limit gaps around your doors and prevent pests from sneaking in undetected. > Air Curtains: Installing air curtains to create positive airflow will help keep flying pests out of your property. > Weather-Resistant Sealants: Seal cracks and crevices with weather-resistant caulking to close up any entry points that a pest may find. Floor and Drain Cleaning Using naturally occurring bacteria and enzymes that safely dissolve greasy buildup in pipes, cracks, and crevices, Orkin Actizyme® Floor and Drain Cleaner's "deep clean" is scientifically formulated to help control odors and remove drain grime. Electronic Rodent Monitoring is a pest control technology that uses sensors and traps to detect and record rodent activity in hard to access areas, high security areas and for sensitive areas and provides alerts to the service staff's electronic devices when activity is present Orkin would provide a cost proposal for the Member Agency. No services/equipment would be installed without a separate written agreement.

Table 78: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
76	Insects	☒ Yes ☐ No	Please see Orkin's Pest Coverage documents in Attachment Files # 9A and 9B.	*
77	Rodents	☒ Yes ☐ No	Please see Orkin's Pest Coverage documents in Attachment Files # 9A and 9B.	*
78	Reptiles	☒ Yes ☐ No	Please see Orkin's Pest Coverage documents in Attachment Files # 9A and 9B.	*
79	Birds	☒ Yes ☐ No	Please see Orkin's Pest Coverage documents in Attachment Files # 9A and 9B.	*
80	Aquatic Species	☐ Yes ☒ No	Orkin does not provide aquatic pest control.	*
81	Other Pests	☒ Yes ☐ No	Please see Orkin's Pest Coverage documents in Attachment Files # 9A and 9B.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Orkin Pricing Pest Coverage Price Template AttachFiles 9A_9B_10A_10B_10C.zip - Monday January 27, 2025 21:43:56
 - [Financial Strength and Stability](#) - Orkin Financial Stability AttachFiles 1_1A_1B.zip - Monday January 27, 2025 21:44:18
 - [Marketing Plan/Samples](#) - Orkin Marketing SWL Toolkit AttachFile 8.zip - Monday January 27, 2025 21:44:36
 - [WMBE/MBE/SBE or Related Certificates](#) - Orkin I SO-9001-2015_Green Initiatives_Sustainability AttachFiles 4_5_6.zip - Monday January 27, 2025 21:59:37
 - Standard Transaction Document Samples (optional)
 - [Requested Exceptions](#) - Orkin Requested Exceptions AttachFiles 11_11A_11B_11C.zip - Monday January 27, 2025 22:08:43
 - [Upload Additional Document](#) - Orkin DIVISION_Region_Branch Org Charts_Sales_Service Workforce AttachFiles 2_3A_3B.zip - Monday January 27, 2025 21:57:16

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Deborah A Toth, Government Business Development Manager, Orkin, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 2 Pest Control Services RFP 012825 Wed January 22 2025 07:46 AM	☒	2
Addendum 1 Pest Control Services RFP 012825 Tue December 10 2024 10:57 AM	☒	1

Performance Evaluation Details

ID	E1
Project	Pest Control
Project Number	#012825-ORK
Supplier	Orkin LLC
Supplier Project Contact	Louis Beard (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2025 to 06/30/2025
Effective Date	08/22/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/22/2025 11:34 AM EDT
Completion Date	08/22/2025 11:34 AM EDT
Evaluation Score	79

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

14/20

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments

Orkin provides great project management, providing pest control services for multiple Fulton County facilities in timely manner and also provide written reports and assessments as needed.

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Orkins usually provide treatments in timely manners, they have scheduled multiple facilities treatment on time and also available to provide treatments in emergency as needed.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

14/20

Rating

Satisfactory: Deliverables meet requirements and have an average number of issues on reports and deliverables.

Comments

Orkin exterminators and other staff are responsible and capable. They have met expectations and needs of county.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

Orkin's staff is available by phone or email during normal business hours, and typically response to request on same day or within 24 hours.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Orkin manager is aware of contracts clause and requirements and stay in compliance.

GENERAL COMMENTS

Comments

Orkin provides excellent supervision of staff who are conducting the work in County buildings and facilities. Their reports and personnel are accessible as needed. They maintain good business relation and meet county pest needs in timely manner.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0785

Meeting Date: 10/15/2025

Department

Real Estate and Asset Management

Requested Action

Request approval to amend an existing contract - Department of Real Estate and Asset Management, 24RFP103124C-MH, General Landscaping and Lawncare Services for Countywide Facilities with (A) ReIMAGE General Contractors, LLC (Atlanta, GA), to add the (A) North Fulton Sites (20 County facilities/properties) to the existing contract so that ReIMAGE General Contractors, LLC can assume full landscape maintenance responsibilities beginning January 1, 2026. 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 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

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 to amend existing contract to add the (A) North Fulton Sites, consisting of 20 County facilities/properties, to ReIMAGE General Contractors, LLC's contract so that the Contractor can assume full landscape maintenance responsibilities beginning January 1, 2026.

(A) North Fulton Sites:

Provides comprehensive grounds and turf management program to include routine landscape maintenance, design and installation, arborist, and landscape architect services for 20 sites located in the North Fulton area:

1	ADTC	14	Peachtree Library
2	Alpharetta Library	15	Roswell Library
3	Buckhead Library	16	Sandy Springs Library
4	Dorothy Benson Senior Ctr	17	Turner Field Lots (R/Y/B/S)
5	East Roswell Library	18	Customer Svc Center- Maxwell Rd
6	Milton Library	19	Iman Park
7	Morgan Falls Cell Tower Site	20	Warehouse 79 Milton Ave
8	North Fulton Health		
9	NE/Spruill Oaks Library		
10	North Annex		
11	North Training Center		
12	Northside Library		
13	Ocee Library		

Georgia Green Grounds Care, LLC was initially awarded the contract for (A) North Fulton Sites under 24RFP103124C-MH, General Landscaping and Lawncare Services for Countywide Facilities, to provide comprehensive grounds and turf management to include routine landscape maintenance, design and installation, arborist, and landscape architect services for 20 sites located in the North Fulton area in the amount not to exceed \$278,000.00 on May 7, 2025, as Item #25-0351, effective June 1, 2025 through December 31, 2025, with two renewal options.

Georgia Green Grounds Care, LLC was recently acquired by Russell Landscape Group and there has been a significant reduction in service performance resulting in an unsatisfactory performance rating of 50% (see Exhibit 3). The County representative has addressed concerns on several occasion due to lack of performance and understanding of the Scope of Work. On August 11, 2025, the County provided Russell Landscape Management a copy of a PIP (Performance Improvement Plan) that outlined specific areas of concern (i.e., an inability to adequately plan and execute Scope of Work/Terms and Conditions set forth according to the ITB and failure to submit billing for regular routine maintenance) (see Exhibit 4).

Russell Landscape Group also failed to submit the required documents to obtain BOC approval of the name change from Georgia Green Grounds Care, LLC to Russell Landscape Group to reflect the entity's correct name on the County's contract documents in accordance with Purchasing Code Section 102-420, contract modifications.

Because of these actions, the County has reduced Georgia Green/Russell's responsibilities to minor landscape maintenance services and routine clean-up of areas on an as-needed basis in the North

Fulton area through the end of the initial contract term (December 31, 2025). The County will also not exercise any Renewal Term option with Russell Landscape Group dba Georgia Green Grounds Care, LLC due to this unsatisfactory performance, and according to Article 9. Contract Term, b. Renewal Terms, this term shall be deemed the “Ending Term”, with no further contractual obligation to be released at the initial term of December 31, 2025.

Now, the Department is requesting that ReIMAGE General Contractors, LLC, be awarded the contract and assume full landscape maintenance responsibilities for (A) North Fulton Sites beginning January 1, 2026. ReIMAGE is currently providing landscape maintenance, design and installation, arborist, and landscape architect services for 86 County sites to include Fulton County Executive Airport-Charlie Brown located in (B) South Fulton areas and has performed outstanding (100% overall rating) and highly competent as a Landscape Contractor for the Department of Real Estate and Asset Management as stated in their performance report (Exhibit 2).

Scope of Work: General Landscaping & Lawn Care Services Include:

- Spring/Fall Cleanup: April & November
- Turf Maintenance; Removing debris, seeding, aeration, vermicide
- Mowing of Properties: Turf shall be at a height of 2 to 2.5 inches
- Mulch: Mulch depth from two (2) inches to three (3) inches.
- Shrubs and Tree Plant Maintenance: Necessary prune, trim, and cleaning
- Weed Control and Fertilization
 - a. Annual/Perennial/Shrub Beds
 - b. Paved Surfaces
 - c. Stone/Mulch Areas
- Design and installation of turf grass and others hardscape
- Reseeding
- Irrigation System Maintenance
- Monthly report (visual documentation-before and after photos)
- Quality Assurance/Control program
- Airport (additional reporting)

Community Impact: Enhance the professional appearance of County facilities.

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

Project Implications: This contract amendment will allow ReIMAGE General Contractors, LLC to provide all the necessary all labor, equipment, transportation, and materials to provide full general landscaping, maintenance, and lawn care services for (A) North Fulton Sites beginning 2026.

Community Issues/Concerns: None that the Department is aware.

Department Issues/Concerns: If this contract amendment is not approved, DREAM will not have the resources necessary to perform consistent landscape maintenance services.

Contract Modification**(A)ReIMAGE General Contractor's, LLC**

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	25-0351	5/7/25	\$1,350,000.00
Increase Spending Authority No. 1	25-0715	9/17/25	\$227,884.62
Amendment No. 2			\$0.00
Total Revised Amount			\$1,577,884.62

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Contract Value:** \$0.00 (Amendment)**Prime Vendor:** ReIMAGE General Contractors, LLC**Prime Status:** African American Female Business Enterprise**Location:** Atlanta, GA**County:** Fulton County**Prime Value:** \$0.00 or 100% (Amendment)**Contract Value:** \$0.00 or 100% (Amendment)**Certified Value:** \$0.00 or 100% (Amendment)**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Amendment No. 2 to Form of Contract

Exhibit 2: Contractor's Performance Report

Exhibit 3: Performance Improvement Plan (PIP) - Russell Landscape Group

Exhibit 4: Contract' Performance Report - Georgia Green/Russell Landscape

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: \$1,350,000.00
Previous Adjustments: \$227,884.62
This Request: \$0.00
TOTAL: \$1,577,884.62

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

100-520-5222-1160: General, Real Estate and Asset Management, Professional Services- \$0.00
“The funding for this Amendment No. 2 for (A) North Fulton Sites will be subsidized/or financed into the contract renewal spending authority for General Landscaping and Lawncare Services that’s being submitted as a separate Agenda Item for BOC approval for FY2026, pending the availability of funding adopted for FY2026 by BOC”

Key Contract Terms	
Start Date: 1/1/2026	End Date: 12/31/2026
Cost Adjustment:	Renewal/Extension Terms: N

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Report Period Start: 4/1/2025
Report Period End: 6/30/2025

AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: **ReIMAGE General Contractors, LLC**

Contract No. **24RFP103124C-MH, General Landscaping and Lawn Care Services
for Countywide Facilities**

Address: **4355 Cobb Parkway, Suite J-118**
City, State **Atlanta, GA 30339**

Telephone: **(404) 382-7490**

E-mail: reimagegeneralcontractorsl@gmail.com

Contact: **Monica Cainon**
Owner

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with ReIMAGE General Contractors, LLC, to provide General Landscaping and Lawn Care Services for Countywide Facilities, dated 1st day of June 2025, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the purpose of this amendment is to add (A) North Fulton Sites which consists of 26 Countywide facilities/properties to the existing contract and to assume the full landscape maintenance responsibilities beginning in 2026.

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 October 15, 2025, BOC Items #25-.

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

This Amendment No.2 to Form of Contract is effective as of the 1st day of October 2025, between the County and ReIMAGE General Contractors, LLC, who agree that all Services specified will be performed in accordance with this Amendment No. 2 to Form of Contract and the Contract Documents.

SCOPE OF WORK TO BE PERFORMED: To assume full landscape maintenance responsibilities beginning January 1, 2026, in providing comprehensive grounds and turf management program to include routine landscape maintenance, design and installation, arborist, and landscape architect services for (A) North Fulton Sites:

1	ADTC	14	Peachtree Library
2	Alpharetta Library	15	Roswell Library
3	Buckhead Library	16	Sandy Springs Library
4	Dorothy Benson Senior Ctr	17	Turner Field Lots (R/Y/B/S)
5	East Roswell Library	18	Water Resources Building
6	Milton Library	19	Iman Park
7	Morgan Falls Cell Tower Site	20	Silver Lot 1
8	North Fulton Health	21	Silver Lot 2
9	NE/Spruill Oaks Library	22	Silver Lot 3
10	North Annex	23	Brown Lot
11	North Training Center	24	Yellow Lot
12	Northside Library	25	Red Lot
13	Ocee Library	26	Warehouse 79 Milton Ave

2. **COMPENSATION:** The not to exceed compensation for Amendment No. 2 services described herein under Scope of Work to include (A) North Fulton Sites shall be included in the approval of #24RFP103124C-MH General Landscaping and Lawncare Services Renewal No 1.
3. **LIABILITY OF COUNTY:** This Amendment No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 2 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 2 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

**REIMAGE GENERAL CONTRACTORS,
LLC**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Monica Cainon,
Owner

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

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

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2nd RM: _____ SECOND REGULAR MEETING

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E10
Project	General Landscaping & Lawn Care Services for Countywide Facilities
Project Number	22RFP041122C-MH
Supplier	ReIMAGE General Contractors, LLC
Supplier Project Contact	Monica Cainion (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2025 to 06/30/2025
Effective Date	07/08/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/08/2025 09:31 AM EDT
Completion Date	07/08/2025 09:31 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Not Specified

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Joseph Davis, Director
Department of Real Estate and Asset Management
141 Pryor Street, S.W., Suite G-119
Atlanta, Georgia 30303
Phone: (404) 612-3772

Date: 8/11/25

Mr. Brandon Thomas
Russell Landscape
VP Customer Service
(C) 404.391.8068

Re: Performance Improvement

Dear: **Mr. Thomas**

The purpose of this correspondence is to raise your awareness and to follow-up on our conversation regarding Russell's performance. This requires your immediate attention to make the necessary improvements.

The recent acquisition of Georgia Green by Russell landscape has resulted in a significant reduction in performance of the contractual obligation regarding the scope of work, and a significant loss of institutional knowledge and communication allowing the County to make request to correct deficiencies and implement necessary improvements and enhancements to maintain aesthetic appeal of the County's public facilities. More importantly to prevent complaints and inquiries from various stakeholders including city counsel members of the various cities, building managers, and the public. The deficiencies listed below have resulted in specific complaints to the County from our Stakeholders.

The specific areas of concern

1. Skipping sites, or unaware of which sites, or scope of work your company is responsible for on each site:
 - a. 3444 Claire drive, Hapeville Ga
 - b. 911 Cell tower cites in North Fulton County
 - c. Employee parking lots (yellow, brown, red, silver lot 2,3)
 - d. Fulton County government center
 - e. Fulton County Central Library
 - f. Alpharetta Library
 - g. North Fulton Service Center
 - h. Milton Library

"Whatever It Takes"

- i. 265 Blvd
- 2. Lack of weed control generally, and specifically for Milton Library and North Fulton Service Center where we have received multiple complaints for weeds.
- 3. Inability to adequately plan and execute a landscape improvement project such as partial installation of sod at the Roswell Library due to errors in quantities and cost estimates. Significant delay or oversights in implementing simple projects, such as a 6-month delay after a request by the County in implementing the plant installation at the Fulton County government center.
- 4. Billing - The County has not received any billing for regular maintenance or additional projects on the 2025 contract period.
- 5. The assignment of a single project manager who has sufficient knowledge and authority to mobilize resources, make immediate repairs, and to conduct all the required scope of work along with necessary improvements and enhancements.

If you need additional clarification or have questions, I am more than willing to conduct individual sites visits or assist with clarifying the scope of work necessary to satisfy the County's expectation of ongoing maintenance and aesthetic appeal of the public buildings and facilities.

Sincerely,

Anthony Spencer

Anthony Spencer, Administrator
Department of Real Estate & Asset Management

Performance Evaluation Details

ID	E11
Project	General Landscaping & Lawn Care Services for Countywide Facilities
Project Number	22RFP041122C-MH
Supplier	Georgia Green
Supplier Project Contact	Mark Gregory (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2025 to 06/30/2025
Effective Date	07/08/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/08/2025 09:46 AM EDT
Completion Date	07/08/2025 09:46 AM EDT
Evaluation Score	50

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

10/20

Rating

Needs Improvement: Many issues with Project Management that negatively impacted scope, schedule, quality and/or budget; corrective action slow. Understanding of project objectives, risks and Contract requirements was lacking and required some intervention by the User Department. Risks/Issues were communicated late to the User Department.

Comments

The vendor has been sold to a new company. no individual project management has been assigned to ensure projects are handled. The vendor has pending projects and services that are not being performed in a reasonable timeframe.

SCHEDULE

10/20

Rating

Needs Improvement: Schedule slippage but some effort made by Consultant to achieve timelines. Minor issues with monitoring and forecasting.

Comments

Vendor has skipped or missed routine cutting assignments such as 3444 Claire Drive, Employee parking lots, North Fulton Annex, and Milton library.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

10/20

Rating

Needs Improvement: Above average number of issues with deliverables; re-submission of reports and/or deliverables may have been necessary.

Comments

Vendor has not been able to submit timely estimates and project schedules. The vendor invoicing is late. No invoicing has been submitted for April, May, June, or July. Vendor has been notified multiple times verbally and in writing to submit invoices in a timely manner. Examples 1. Additional straw application at the Alpharetta library to maintain consistency with city hall. No estimate and scheduling for landscape installation at the Fulton County Government Center. Vendor unable to complete sod installation at Roswell Library due to inadequate estimate of quantities causes delays in project.

COMMUNICATIONS AND CO-OPERATION

10/20

Rating

Needs Improvement: Communication and Co-operation needs improvement; slow response to the User Department's requests and changes.

Comments

The vendor needs to assign a project manager to ensure adequate response time and communication with Fulton County staff. Vendor not very responsive to County needs and request.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

10/20

Rating

Needs Improvement: Minor issues with compliance took a long time to resolve and/or required multiple interventions to resolve the issue to the User Department's satisfaction.

Comments

Vendor invoicing is a problem. The department KPI -and performance metrics are tied to reasonable turnaround period for invoicing and payment. The vendor has internal issues with providing timely invoices.

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0786

Meeting Date: 10/15/2025

Department

Arts and Culture

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

Request approval of the FY2025 Contracts for Services Program funding recommendations totaling \$1,700,000.00. Funds have been identified and are available in the Department of Arts & Culture's FY 2025 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 the approval of Contracts for Services (CFS) program recommendations in the amount of \$1,700,00.00 to provide arts and cultural programs and activities for the citizens of Fulton County. As a primary function of FCAC, the CFS program provides essential funding and technical assistance to nonprofit organizations and individual artists whose arts and cultural programs support the agency's overall mission to enhance the quality of life for all Fulton County citizens. The CFS program supports arts and cultural programs

and activities that provide opportunities for life-long learning and participation in the arts for the citizens of Fulton County. Fulton County funding serves as a catalyst for leveraging additional private, corporate, foundation and other governmental support which supports the stabilization of strong and diverse arts and cultural ecosystem throughout the County. The FY2025 CFS funding recommendations are the result of a competitive application and adjudication process. Program guidelines are issued annually, detailing the application requirements, opportunities for funding and evaluation criteria. Application workshops are held virtually, and technical assistance is offered individually to applicants upon request. For each round of funding, workshops are advertised throughout Fulton County including North, Central and South Fulton to accommodate access to the program for organizations throughout the County. All workshops are free and open to the public. Notices were sent to Fulton County libraries, art centers and senior centers for distribution, posted on both the Fulton County Government and Fulton County Arts and Culture websites, mailed, and emailed to our internal mailing lists and distributed through numerous partners including Burnaway, Arts Critic ATL, WRFG, Art Papers, Purpose Possible, South Arts, Creative Place Making Summit, Georgia Center for Nonprofits and other Fulton County-based organizations. Nonprofit organizations interested in providing arts and cultural services to Fulton County submit funding proposals for consideration. A multi-step review and evaluation process (that includes staff review, citizen panel review, and Arts Council review) results in the enclosed recommendations which are submitted here for the Board of Commissioners' approval.

Community Impact: The CFS program seeks to improve the cultural health of individuals, organizations, and communities throughout Fulton County, with special emphasis on youth, seniors, people with disabilities and underserved communities. The CFS program also contributes to the economic vitality of the community, including attracting new businesses and residents to the County

Department Recommendation: Under advisement, FCAC requests BOC approval of the attached FY2025 CFS funding recommendations.

Project Implications: The CFS program is a primary function of FCAC that provides 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 CFS recommendations is essential to addressing the financial needs of the arts and cultural community in the current year.

Fiscal Impact / Funding Source

Funding Line 1:

100-181-1810-1142

Fulton County Department of
Arts And Culture
Contracts for Services Program (CSF)

2025

Recommendations

Packet for

\$1.7 Million

For BOC Approval



2025 CSF Recommendations Packet

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Recommendations with Project Overview

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Recommended for Funding as because of the \$1.7 Million |
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Overview

The proposed FY25 Contracts for Services (CFS) Awards recommendations highlight the significant impact of the additional **\$1.7 million** in funding approved at the September 17 BOC meeting. This new allocation builds upon the **\$1.3 million in awards approved in June**, raising the total FY25 funding to **\$3 million**. In a year marked by economic uncertainty, this investment provides sustaining support that positions award recipients for long-term success. The additional \$1.7 million expands the program to **18 more recipients**—including non-profits, individual artists, and one municipality—bringing the total number of awards to **176**.

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Why Additional Funding Matters

1. Stability for Returning Recipients

- The initial \$1.3 million allocation required deep reductions, leaving some eligible organizations and artists unfunded. This created long-term risks for small and mid-sized partners.
- The additional \$1.7 million restores funding for returning recipients and strengthens equity and sustainability across the portfolio.

2. Expansion to Additional Recipients

- The new allocation supports **18 organizations and individuals** that were unfunded at the \$1.3 million level, broadening the program's reach and impact.

3. Countywide Equity

- Every district benefit from the expanded funding, ensuring geographic balance.
- The additional investment reflects Fulton County's commitment to equitable support for both long-standing institutions and grassroots/emerging organizations.

4. Raising the Total Allocation

- Approval of the proposed \$1.7 million increase to the FY25 CFS Awards, raises the total allocation to \$3 million and ensures stability, expansion, and equitable impact across Fulton County's arts and culture ecosystem.

Funding Allocation Decision Process

In April and May, the Allocation Committee and Arts Council reviewed and approved applications for the initial \$1.3 million in funding. At the same time, they also identified recommendations for distributing any potential additional funding later in the year.

Review Process Overview

All applications go through a four-tiered review process before final Board of Commissioner approval including Staff Review, Community Peer Panel Reviews, Allocation Committee Review and allocation recommendations, and Arts Council Review and approval.

Staff Review

- Applications are screened for eligibility and completeness. Key requirements include:
- Applicant must be based in Fulton County (street address required, not just a PO Box).
- Proposed activities must take place in Fulton County venues.

- Nonprofits must provide Georgia incorporation documents and IRS 501(c)(3) status.
- Applications must include all required forms, attachments, and project dates within the 2025 funding cycle.

Peer Panel Reviews

- Applications are reviewed by community panels, grouped into funding categories:
- Operating Support Funds (OSF) and Project Support Funds (PSF): reviewed by organizational budget tiers.
- Resource Providers Fund (RPF), Small Project Funds (SAPF), Emerging Arts Fund (EAF), and Other: reviewed separately.
- The “Other” category includes applicants with recurring application issues; they receive technical assistance to improve compliance.
- Panels evaluate applications based on artistic quality, community impact, organizational strength, and accessibility and score based the criteria. Applications can receive a score of 0-112 points

Allocation Committee

- The committee is made up of Arts Council members, community arts experts, one staff representative, and the FCAC Director (ex-officio).
- They review panel scores, consensus statements, funding history, and rankings.
- Establishes a formula based on scores, requests, and historical funding.
- Committee recommendations combine panel, staff, and committee input before advancing to the Arts Council.

Arts Council Review

The Arts Council reviews all recommendations and makes adjustments if needed to:

- Address underfunded categories.
- Support organizations aligned with County priorities.
- The Council then forwards final recommendations to the Board of Commissioners for approval.

QUICK LIST OVERVIEW OF AWARDS

ORANIZATIONS/ARTISTS RECOMMENDED FOR A SECOND AWARD					
	APPLICANT	DISTRICT	REQUEST	\$1.3 MILLION AWARD	\$1.7 MILLION AWARD REC
1	3D Girls Incorporated	4	\$35,000.00	\$7,700.00	\$14,700.00
2	A Lady Named Pearl Foundation, Inc	3	\$8,280.00	\$2,236.00	\$2,732.00
3	Actor's Express Inc	6	\$30,000.00	\$9,600.00	\$9,600.00
4	Alliance Theatre	3	\$50,000.00	\$13,000.00	\$18,000.00
5	Alpharetta City Band Corp.	1	\$7,000.00	\$2,000.00	\$1,360.00
6	Alpharetta Symphony Orchestra Inc.	2	\$13,783.00	\$4,411.00	\$4,962.00
7	Art Farm	5	\$5,000.00	\$2,000.00	\$1,000.00
8	ARTiculate ATL	4	\$20,000.00	\$5,400.00	\$8,200.00
9	Artportunity Knocks, Inc	5	\$40,000.00	\$12,800.00	\$12,800.00
10	Arts Critic ATL	4	\$25,000.00	\$8,000.00	\$9,000.00
11	Atlanta Ballet	6	\$50,000.00	\$16,000.00	\$16,000.00
12	Atlanta Baroque Orchestra	3	\$15,000.00	\$4,800.00	\$5,400.00
13	Atlanta BeltLine Partnership, Inc.	6	\$50,000.00	\$16,000.00	\$16,000.00
14	Atlanta Botanical Garden, Inc.	3	\$48,000.00	\$12,960.00	\$16,800.00
15	Atlanta Celebrates Photography	4	\$50,000.00	\$11,000.00	\$18,000.00
16	Atlanta Chamber Players, Inc.	6	\$12,000.00	\$3,840.00	\$4,320.00
17	Atlanta Concert Band	3	\$3,000.00	\$2,000.00	\$40.00
18	Atlanta Contemporary Art Center	6	\$50,000.00	\$16,000.00	\$16,000.00
19	Atlanta Festival Academy, Inc.	1	\$50,000.00	\$16,000.00	\$18,000.00
20	Atlanta Freedom Marching Band, Inc.	3	\$11,500.00	\$3,105.00	\$4,715.00
21	Atlanta Historical Society Inc dba Atlanta History Center	3	\$25,000.00	\$5,500.00	\$8,500.00
22	Atlanta Jewish Film Society, Inc.	5	\$50,000.00	\$16,000.00	\$16,000.00
23	Atlanta Listening Collaborative	3	\$14,380.00	\$4,602.00	\$5,177.00
24	Atlanta Music Project, Inc.	4	\$50,000.00	\$15,500.00	\$16,500.00
25	Atlanta Photography Group Inc	3	\$15,000.00	\$4,800.00	\$5,400.00

26	Atlanta Printmakers Studio	4	\$10,000.00	\$3,200.00	\$3,600.00
27	Atlanta Shakespeare Company	4	\$50,000.00	\$16,000.00	\$16,000.00
ORANIZATIONS/ARTISTS RECOMMENDED FOR A SECOND AWARD					
	APPLICANT	DISTRICT	REQUEST	\$1.3 MILLION AWARD	\$1.7 MILLION AWARD REC
28	Atlanta Workshop Players	1	\$50,000.00	\$16,000.00	\$18,000.00
29	Atlanta Young Singers of Callanwolde, Inc.	4	\$50,000.00	\$11,000.00	\$21,000.00
29	Autrey Mill Nature Preserve Association	1	\$8,900.00	\$2,403.00	\$3,560.00
30	Ballethnic Dance Company, Inc.	6	\$50,000.00	\$11,000.00	\$21,000.00
31	Beacon Dance Company	4	\$13,000.00	\$4,160.00	\$4,680.00
32	Bent Frequency Inc.	6	\$13,000.00	\$4,160.00	\$4,680.00
33	Boys & Girls Clubs of Metro Atlanta	4	\$10,000.00	\$2,700.00	\$3,500.00
34	Brenda Porter	4	\$4,655.00	\$1,024.00	\$1,769.00
35	Burnaway Inc	4	\$50,000.00	\$11,000.00	\$18,000.00
36	Caribbean American Cultural Arts Foundation	4	\$20,000.00	\$6,400.00	\$7,200.00
37	Center for Puppetry Arts, Inc.	3	\$50,000.00	\$13,000.00	\$18,000.00
38	Chane' Fontaine	1	\$5,000.00	\$1,100.00	\$1,900.00
39	Children's Museum of Atlanta	6	\$50,000.00	\$16,000.00	\$16,000.00
40	Chiwuzo Okwumabua	1	\$5,000.00	\$1,100.00	\$1,900.00
41	Chloe Alexander	4	\$2,500.00	\$1,000.00	\$200.00
42	Choral Guild of Atlanta, Inc.	1	\$5,000.00	\$2,000.00	\$1,400.00
43	City Dance	3	\$4,500.00	\$2,000.00	\$70.00
44	City of East Point	6	\$50,000.00	\$10,500.00	\$17,000.00
45	City of Hapeville	4	\$10,000.00	\$2,600.00	\$3,500.00
46	City of Sandy Springs	2	\$50,000.00	\$10,500.00	\$17,000.00
47	City of Union City	5	\$10,000.00	\$2,600.00	\$3,500.00
48	City Springs Theatre Company	2	\$50,000.00	\$13,500.00	\$17,500.00
49	Dad's Garage, Inc.	4	\$50,000.00	\$16,000.00	\$16,000.00
50	Dalyla McGee	6	\$5,000.00	\$1,100.00	\$1,300.00
51	Dance Canvas, Inc.	4	\$42,100.00	\$13,472.00	\$15,156.00
52	Dance Force, Inc.	4	\$20,000.00	\$6,400.00	\$7,200.00
53	DanceATL Incorporated	3	\$20,000.00	\$4,400.00	\$7,600.00
54	Dancical Productions, Inc.	6	\$20,000.00	\$5,400.00	\$8,200.00
55	Danielle Swatzie	6	\$5,000.00	\$1,600.00	\$1,800.00
56	Dashboard Co-op Inc	4	\$50,000.00	\$13,500.00	\$19,500.00
57	Deanna Sirlin	2	\$5,000.00	\$1,100.00	\$1,900.00
58	Djoli Kelen, Inc.	1	\$24,733.00	\$7,915.00	\$8,904.00
59	Enrich Kids Now DBA Youth Enrichment Services	6	\$40,000.00	\$10,800.00	\$16,000.00

60	Essential Theatre	4	\$18,232.50	\$5,834.00	\$6,564.00
61	Eyedrum Inc	4	\$30,000.00	\$6,600.00	\$11,400.00
62	Flux Projects	4	\$50,000.00	\$16,000.00	\$18,000.00
ORANIZATIONS/ARTISTS RECOMMENDED FOR A SECOND AWARD					
	APPLICANT	DISTRICT	REQUEST	\$1.3 MILLION AWARD	\$1.7 MILLION AWARD REC
63	Fly on a Wall, INC	4	\$22,804.00	\$7,297.00	\$8,209.00
64	Fox Theatre Inc.	4	\$40,130.00	\$10,835.00	\$14,046.00
65	Franklin Pond Chamber Music, Inc.	3	\$10,000.00	\$3,200.00	\$3,600.00
66	Fresh Films	6	\$50,000.00	\$13,500.00	\$15,500.00
67	Fulton County Schools Teaching Museum	6	\$45,000.00	\$14,400.00	\$14,400.00
68	Gateway Performance Productions	4	\$20,000.00	\$6,400.00	\$7,200.00
69	George Galbreath	4	\$5,000.00	\$1,100.00	\$1,900.00
70	Georgia Lawyers for the Arts	6	\$50,000.00	\$16,000.00	\$17,000.00
71	Georgia State University Research Foundation, Inc - RIALTO	4	\$50,000.00	\$13,500.00	\$18,500.00
72	Georgia Ensemble Theatre	2	\$50,000.00	\$16,000.00	\$18,000.00
73	Giwayen Mata, Inc.	6	\$30,000.00	\$9,600.00	\$10,800.00
74	gloATL	6	\$32,500.00	\$7,150.00	\$11,700.00
75	Hambidge Center for the Creative Arts and Sciences	NA	\$25,000.00	\$6,750.00	\$9,250.00
76	Harvest Rain Early Learning Academy	5	\$15,000.00	\$3,300.00	\$5,400.00
77	Heart of Namari Inc	2	\$5,000.00	\$2,000.00	\$400.00
78	High Museum of Art	3	\$50,000.00	\$15,500.00	\$16,500.00
79	Historic Oakland Foundation	4	\$50,000.00	\$11,000.00	\$17,000.00
80	Horizon Theatre Company Incorporated	5	\$50,000.00	\$16,000.00	\$16,000.00
81	Immanuel Laidlaw	6	\$2,000.00	\$1,000.00	\$200.00
82	Independent Media Artists of Georgia, Etc dba Atlanta Film Society	4	\$50,000.00	\$16,000.00	\$16,000.00
83	Irvin Wheeler	6	\$5,000.00	\$1,600.00	\$1,800.00
84	Jazz Matters Inc.	6	\$30,000.00	\$8,100.00	\$12,300.00
85	Joel Chandler Harris Association, Inc. - Wren's Nest	4	\$20,000.00	\$6,400.00	\$7,200.00
86	Johns Creek Symphony Orchestra Inc.	1	\$50,000.00	\$16,000.00	\$18,000.00
87	Kerri Garrett	6	\$5,000.00	\$1,600.00	\$1,800.00
88	Kiera Nelson	6	\$5,000.00	\$1,350.00	\$1,650.00

89	Lassana Kouyate	4	\$5,000.00	\$2,000.00	\$900.00
90	Los Ninos Primero Inc	2	\$50,000.00	\$16,000.00	\$17,000.00
91	Manga African Dance, Inc.	4	\$36,238.00	\$11,596.00	\$13,046.00
92	Metropolitan Atlanta Community Band	6	\$8,500.00	\$2,720.00	\$3,060.00
ORANIZATIONS/ARTISTS RECOMMENDED FOR A SECOND AWARD					
	APPLICANT	DISTRICT	REQUEST	\$1.3 MILLION AWARD	\$1.7 MILLION AWARD REC
93	Metropolitan Ballet Theatre	6	\$15,000.00	\$4,800.00	\$5,400.00
94	Milton Arts Council, Inc.	2	\$7,437.00	\$2,380.00	\$2,677.00
95	Monica Hogan Danceworks Inc.	4	\$5,000.00	\$2,000.00	\$1,000.00
96	Museum of Design/Atlanta, Inc.	3	\$50,000.00	\$16,000.00	\$16,000.00
97	Music Education Group (MEG)	4	\$50,000.00	\$11,000.00	\$18,000.00
98	Music in Common	4	\$50,000.00	\$16,000.00	\$18,000.00
99	North Atlanta Voices, Inc.	3	\$9,708.00	\$3,107.00	\$3,495.00
100	One Talent, Inc.	6	\$20,000.00	\$5,400.00	\$8,200.00
101	Out of Hand Theater	4	\$50,000.00	\$16,000.00	\$16,000.00
102	Out On Film, Inc.	6	\$25,000.00	\$8,000.00	\$9,000.00
103	Perfect Harmony Health	1	\$12,000.00	\$2,640.00	\$4,320.00
104	Phoenix Theatre Academy, Inc.	4	\$50,000.00	\$16,000.00	\$18,000.00
105	Pianos For Peace	3	\$50,000.00	\$16,000.00	\$18,000.00
106	Praise House Project Inc.	4	\$50,000.00	\$11,000.00	\$18,000.00
107	PushPush Arts (formerly PushPush Theater)	5	\$50,000.00	\$16,000.00	\$18,000.00
108	R2ISE, inc.	4	\$50,000.00	\$11,000.00	\$21,000.00
109	Radio Free Georgia Broadcasting Organization, Inc.	4	\$50,000.00	\$11,000.00	\$21,000.00
110	re:imagine/ATL	4	\$50,000.00	\$16,000.00	\$16,000.00
111	Reinilda Fernandez	1	\$5,000.00	\$1,600.00	\$1,800.00
112	Restore Life, Inc.	6	\$50,000.00	\$13,500.00	\$18,500.00
113	Robert W. Woodruff Arts Center (d/b/a Atlanta Symphony Orchestra)	3	\$50,000.00	\$13,000.00	\$18,000.00
114	Room To Move Dance	2	\$5,892.00	\$2,000.00	\$2,007.00
115	Roswell Arts Fund, Inc	1	\$38,000.00	\$10,260.00	\$14,820.00
116	Seven Stages	4	\$50,000.00	\$16,000.00	\$18,000.00
117	SHOWAbility (formerly Abel 2, Inc.)	4	\$20,000.00	\$5,400.00	\$8,000.00
118	SIDEWAYS Contemporary Dance Co.	4	\$20,000.00	\$5,400.00	\$8,200.00
119	Song of Atlanta Show Chorus	1	\$10,687.58	\$2,886.00	\$4,168.00
120	Soul Food Cypher	4	\$30,000.00	\$9,600.00	\$10,800.00
121	South Fulton Institute for Art, Culture and Environment	6	\$50,000.00	\$13,500.00	\$19,500.00
122	Southeast Community Cultural Center, Inc. d/b/a ArtsXchange	6	\$50,000.00	\$16,000.00	\$18,000.00

123	staibdance	3	\$25,000.00	\$8,000.00	\$9,000.00
124	Suni Solomon	6	\$5,000.00	\$1,100.00	\$1,900.00
125	Synchronicity Theatre Performance Group	3	\$50,000.00	\$16,000.00	\$16,000.00
126	T. Lang Dance	6	\$9,800.00	\$3,136.00	\$3,528.00
127	TADA Foundation Inc	3	\$45,000.00	\$12,150.00	\$17,550.00
128	Terminus Ballet, Inc.	3	\$50,000.00	\$16,000.00	\$16,000.00
ORANIZATIONS/ARTISTS RECOMMENDED FOR A SECOND AWARD					
	APPLICANT	DISTRICT	REQUEST	\$1.3 MILLION AWARD	\$1.7 MILLION AWARD REC
129	The Alchemy Sky Foundation, Inc.	6	\$5,000.00	\$2,000.00	\$1,400.00
130	The Art Section, Inc.	2	\$8,500.00	\$2,000.00	\$2,080.00
131	The Atlanta Opera	3	\$50,000.00	\$13,500.00	\$17,500.00
132	The Atlanta Wind Symphony	1	\$8,301.00	\$2,656.00	\$2,988.00
133	The Computer Museum of America Inc.	1	\$50,000.00	\$16,000.00	\$16,000.00
135	The Creatives Project INC	4	\$12,000.00	\$3,840.00	\$4,320.00
136	The Lionheart Life Center, Inc.	2	\$12,000.00	\$2,640.00	\$4,320.00
137	The MASS Collective Foundation, INC	4	\$50,000.00	\$11,000.00	\$18,000.00
138	The Michael O'Neal Singers, Inc.	2	\$25,000.00	\$8,000.00	\$9,000.00
139	The Museum of Contemporary Art of Georgia	3	\$50,000.00	\$16,000.00	\$16,000.00
140	The Object Group	4	\$6,000.00	\$2,000.00	\$1,600.00
141	The Piccadilly Puppets Company	3	\$5,000.00	\$2,000.00	\$1,400.00
142	The Trey Clegg Singers, Inc.	5	\$20,000.00	\$6,400.00	\$7,200.00
143	Theatre du Reve, Inc.	4	\$19,150.00	\$6,128.00	\$6,894.00
144	Theatrical Outfit	4	\$50,000.00	\$16,000.00	\$16,000.00
145	Tobey Sanders	3	\$5,000.00	\$1,350.00	\$1,950.00
146	True Colors Theatre Company	6	\$45,000.00	\$14,400.00	\$14,400.00
147	Twinhead Theatre	4	\$17,321.80	\$5,543	\$6,230
148	UAE Youth Artists Program	4	\$6,500.00	\$2,000.00	\$1,900.00
149	Voices of Note	4	\$21,260.00	\$4,677.00	\$8,929.00
150	VOX Teen Communications	4	\$50,000.00	\$16,000.00	\$16,000.00
151	Whole World Theatre Company	3	\$50,000.00	\$16,000.00	\$18,000.00
152	William Breman Jewish Heritage Museum	3	\$50,000.00	\$13,500.00	\$18,500.00
153	Windmill Arts Production Inc	6	\$5,000.00	\$2,000.00	\$1,000.00
154	Working Title Playwrights, Inc.	3	\$15,000.00	\$4,800.00	\$5,400.00
155	Youth Ensemble of Atlanta	4	\$15,000.00	\$4,800.00	\$5,400.00
SUBTOTAL			\$4,456,292.88	\$1,293,312	\$1,568,316

ORGANIZATIONS/APPLICANTS NOT AWARDED UNDER THE \$1.3 MILLION DOLLAR RECOMMENDATIONS					
	APPLICANT	DISTRICT	REQUEST	\$1.3 MILLION	\$1.7 MILLION
1	Afreen Khundmiri	1	\$5,000.00	\$0.00	\$2,400.00
2	Atlanta Contemporary Music Collective, Inc	4	\$2,215.25	\$0.00	\$2,000.00
3	Atlanta Educational Telecommunications Collaborative, Inc.	3	\$50,000.00	\$0.00	\$22,000.00
4	B-Aware Foundation	4	\$33,525.00	\$0.00	\$15,422.00
5	Black American Music Foundation, Inc.	3	\$2,500.00	\$0.00	\$2,000.00
6	Bloody Peach Film Festival	5	\$39,300.00	\$0.00	\$18,078.00
7	Cabbagetown Initiative	4	\$50,000.00	\$0.00	\$23,500.00
8	Chopin Society	1	\$7,380.00	\$0.00	\$3,395.00
9	City of College Park	4	\$25,000.00	\$0.00	\$21,500.00
10	Creative Hands Youth Project	5	\$5,000.00	\$0.00	\$2,400.00
11	Eddie Farr	5	\$2,500.00	\$0.00	\$1,050.00
12	majid araim	6	\$5,000.00	\$0.00	\$2,300.00
13	Marcus Hopkins-Turner	6	\$5,000.00	\$0.00	\$2,400.00
14	Quality Living Services, Inc.	6	\$6,000.00	\$0.00	\$2,760.00
15	Roswell Organizational for Community Development	2	\$8,000.00	\$0.00	\$3,680.00
16	The Trey Clegg Singers, Inc. on Behalf of Kanjani	5	\$2,500.00	\$0.00	\$2,000.00
17	Therapeutic Artists Resource	6	\$5,000.00	\$0.00	\$2,400.00
18	Wedge, Inc	3	\$5,000.00	\$0.00	\$2,400.00
SUB TOTAL			\$258,920.25	\$0	\$131,684

ORGANIZATIONS/ARTISTS NOT RECOMMENDED FOR A SECOND AWARD					
	APPLICANT	DISTRICT	REQUEST	\$1.3 MILLION	\$1.7 MILLION
1	Wontanara INC	6	\$2,737.50	\$2,000.00	\$0.00
2	The Bakery Atlanta Incorporated	4	\$2,750.00	\$2,000.00	\$0.00
3	Atlanta Community Symphony Orchestra	4	\$2,920.00	\$2,000.00	\$0.00
	SUBTOTAL		\$8,407.50	\$6,000.00	\$0.00

TOTAL				
	# OF AWARDS	REQUEST	\$1.3 MILLION AWARD	\$1.7 MILLION AWARD REC
RECOMMENDED FOR SECOND AWARD	155	\$4,456,292.88	\$1,293,312	\$1,568,316.00
NOT RECOMMENDED FOR \$1.3 MILLION	18	\$258,920.25	\$0.00	\$131,684.00
NOT RECOMMENDED FOR A SECOND AWARD	3	\$8,407.50	\$6,000.00	\$0.00
GRAND TOTAL	176	\$4,732,027.88	\$1,299,312	\$1,700,000

PROJECT SCOPES

ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION				
	APPLICANT	DISTRICT	REQUEST	AWARD REC
1. 3D Girls Incorporated		4	\$35,000.00	\$14,700.00
PROJECT:	To present a monthly series of six (6) free STEAM+ sessions targeting residents in Fulton County. To offer outreach programming to girls and community groups throughout the year. To provide an afterschool arts program to youth ages 5-12 in Fulton County. To provide creative problem-solving with art & technology, diverse expression in a variety of art forms, hands-on learning with engaging projects.			
2. A Lady Named Pearl Foundation, Inc		3	\$8,280.00	\$2,732
PROJECT	To provide fashion design training to five students from the A Lady Named Pearl's Modeling and Leadership Academy from August 2025 to November 2025. Students will present designs at an exhibition held in Fulton County in December 2025.			
3. Actor's Express Inc		6	\$30,000.00	\$9,600.00
PROJECT	To present a series of five plays from February 6, 2025 through October 26, 2025 at Actor's Express, as well as to offer community engagement programs and an apprenticeship program. Actor's Express will commission a new play by a local playwright and provide workshoping space for new plays in development.			
4. Alliance Theatre		3	\$50,000.00	\$18,000.00
PROJECT	To produce thirteen (13) fully produced productions, including four (4) Alliance Series productions on the Coca-Cola Stage; four (4) Hertz Series productions on the Hertz Stage; four (4) Kathy & Ken Bernhardt Theatre for the Very Young productions in the Selig Family Black Box and on tour; and one (1) exclusively touring middle school production. To program year-long programs, including Alliance Theatre Institute in-school residency programs and professional development workshops for teachers, teen programming, and community engagement activities.			
5. Alpharetta City Band Corp.		1	\$7,000.00	\$1,360.00
PROJECT	Our 2025 Program Theme is Serving the Heartbeats of our Community. Our Scope of Service deliverables will focus on Seniors, Students and Veterans. Provide a minimum of 8 performances to either nursing homes, Senior Living communities, or memory care facilities under our "Songs for Seniors" program. Perform 2 joint concerts with area High School or Middle Schools bands under our "Music Mentors" program. Develop a "Student Composer Partnership" program to select, purchase, practice, promote and perform new music from aspiring music composition students. 3 pieces to be selected in 2025. Perform 5 Patriotic themed concerts for the greater community. Perform 3 additional concerts at the local American Legion Post 201.			
6. Alpharetta Symphony Orchestra Inc.		2	\$13,783.00	\$4,962
PROJECT	To present 7 symphony concerts in 2024, free/low-cost, targeting residents in N. Fulton. Performances will be held at Alpharetta Methodist/Innovation Academy/Brooke Street Park (free) in Feb 2025, Apr 2025, May 2025, Sept 2025, Oct 2025, Dec 2025. Orchestra season runs Aug-May. To provide low-cost orchestral education through Alpharetta Symphony Youth Orchestra program (ages 10-18) and present 4 concerts at Innovation Academy/North Point Mall in Mar 2025, May 2025, Oct 2025, and Dec 2025. Youth season runs Aug-May. To perform approximately 5, low-cost/free, chamber ensemble outreach concerts to various assisted living centers/schools/libraries in 2025. To hold 2 free musical workshops for children in 2025 at the Alpharetta Arts Center/Preston Ridge Community Center in Spring/Fall 2025.			

ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION				
	APPLICANT	DISTRICT	REQUEST	AWARD REC
7. Art Farm		5	\$5,000.00	\$1,000.00
PROJECT	The proposed services provided is the Artist in Residence Program at Art Farm at Serenbe, located in Chattahoochee Hills, South Fulton County. This program will run throughout the year, offering residencies for emerging and established artists lasting between two to four weeks at a time. Artists will be provided with housing in our artist cottages and access to dedicated spaces to focus on their craft, develop new ideas, and create art. During their residency, artists will engage with the community by participating in events such as meet and greet sessions, mini workshops to demonstrate their creative process, and educational programs to share their expertise to the community of South Fulton and Chattahoochee Hills			
8. ARTiculate ATL		4	\$20,000.00	\$8,200.00
PROJECT	ARTiculate ATL is an urban art summer social that will be held June 7, 2025 that combines various elements of the visual arts -painting, graffiti, graphic design, fashion, body painting, sculpture, photography and installations - with contemporary music to bring art and culture enthusiasts together for a common purpose - to celebrate modern art in all its forms.			
9. Artportunity Knocks, Inc		5	\$40,000.00	\$12,800.00
PROJECT	To offer our Summer Creative Careers Academy for at-risk teens in Digital Media, Esports and AI Animation.			
10. Arts Critic ATL		4	\$25,000.00	\$9,000.00
PROJECT	To publish over 500 stories about metro Atlanta's arts and culture offerings, including reviews, previews, and feature stories, on our free site, ArtsATL.org; To publish our free weekly e-newsletter (January - December 2025). To provide arts coverage for the AJC through our paid content partnership.			
11. Atlanta Ballet		6	\$50,000.00	\$16,000.00
PROJECT	To provide Centre Dance in-school and after-school dance education for 1,000 children in six schools and community organizations that support students and our school and community partners' programming. Dates: Throughout the school year. Locations: Parklane Elementary School, Hollis Innovation Academy, Utopian Academy for the Arts, City of Refuge, and the Whitehead and Harland Boys & Girls Clubs. To provide scholarships for 100 students participating in Centre Dance, enabling them to engage in a continuum of dance education classes. Dates: Throughout the year. Locations: Atlanta Ballet - Michael C. Carlos Dance Centre/1695 Marietta Blvd NW, Atlanta, GA 30318.			
12. Atlanta Baroque Orchestra		3	\$15,000.00	\$5,400.00
PROJECT	The ABO endeavors to present five (5) concerts in Fulton County in 2025. Performances will be held at the Cathedral of St. Philip in Atlanta, and possibly other venues yet to be determined for Fall 2025. Our already established programming for our 26th Season includes three Spring 2025 performances at The Cathedral of St. Philip. We anticipate that in the Fall of 2025 we will present two additional performances, most likely in September and November.			
13. Atlanta BeltLine Partnership, Inc.		6	\$50,000.00	\$16,000.00
PROJECT	To support its annual programming of public exhibitions, performances, and special events which are proposed by local artist and cultural producers and selected by a juried process. d amplification. Venues are finalized after considering the chosen artist projects and in coordination with active construction projects.			

ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION				
APPLICANT		DISTRICT	REQUEST	AWARD REC
14. Atlanta Botanical Garden, Inc.		3	\$48,000.00	\$16,800.00
PROJECT	Springtime will enliven the Atlanta Botanical Garden with an encore of ever-popular Alice in Wonderland Mosai culture - with a twist. Complementing the larger-than life fairytale plant sculptures will be whimsical trees shimmering throughout the Garden, casting colorful light on their surroundings. Dubbed Enchanted Trees by creator Patrick Shearn of Poetic Kinetics, the 10 sculptures will be scattered throughout the Garden, drawing onlookers with their dazzling acrylic leaves. Standing up to 17 feet tall, the trees will cast dappled light and reflective, shifting colors on everything around them, including Alice and her friends, throughout the exhibition's run from May 10 through September 14.			
15. Atlanta Celebrates Photography		4	\$50,000.00	\$18,000.00
PROJECT	To host our Virtual Portfolio Review, which includes a professional practice lecture and six Equity Scholarships. Zoom. To support our Emerging Artist Fellowship. The Fellow receives support for their proposed exhibition including mentorship, professional development opportunities, an artist fee and production support, and a 3-month solo exhibition. ACP. To present ACP's 26th annual ACP Festival, which will be a focused event with keynote speakers, workshops, and community programs. Various locations. To support FY 24 exhibitions (3 total) and public programs (~10 total). ACP. To support the ACP Block Party + Open Exhibition, with 50+ artists and 10+ community partners.			
16. Atlanta Chamber Players, Inc.		6	\$12,000.00	\$4,320.00
PROJECT	To present chamber music concerts at both public locations and private homes serving the metro-Atlanta area. More specifically, our projected 2025 Fulton County concerts include 11 concerts: -Soiree Series concert, home in Tuxedo Park, Public Series concert, Ahavath Achim Synagogue Soiree Series concert, home in Country Club of the South, Soiree Series concert, home in Ansley Park/ Public Series concert, First Presbyterian Church of Atlanta, Soiree Series concert, home in Inman Park, Soiree Series concert, home in Ansley Park. Free Public Concert, Garden Hills Rec Center, Proposed Public Concert, Venue TBD, Proposed Soiree Concert, Venue TBD, Proposed Soiree Concert, Venue TBD.			
17. Atlanta Concert Band		3	\$3,000.00	\$40.00
PROJECT	To perform four (4) large group free performances targeting residents in Fulton County as delineated in Service Delivery chart. To perform three (3) small group free performances at Our Lady of Perpetual Hope Home, the Atlanta Botanical Gardens and the Christkindl Street Fair. To post one internet video honoring our Veterans on 11/25. To provide a Student Mentoring Program with an opportunity for a scholarship. To impact the members artistic commitment through involvement in the selection of performance pieces. Enhance ACB marketing efforts through increased emphasis on social media. To enhance the ACB website's music education content. To investigate the incorporation of the Big Peach Swing Band (an adjunct group of the ACB) into social media and website content.			
18. Atlanta Contemporary Art Center		6	\$50,000.00	\$16,000.00
PROJECT	To offer vital contemporary artistic programming by presenting consequential artists and creatives from the local, national, and international art scenes through our various exhibitions, project spaces, and programs (January - December 2025). AC commissions new works, paying particular attention to artists who have not had a significant exhibition in the Southeast, as well as organizes over 100 programs annually, including Contemporary Kids, Open Studios, Contemporary Talks, and more. AC also provides 13 on-site subsidized studio spaces to working artists through the Studio Artist Program.			

ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION				
APPLICANT		DISTRICT	REQUEST	AWARD REC
19. Atlanta Festival Academy, Inc.		1	\$50,000.00	\$18,000.00
PROJECT	The Atlanta Festival Academy will host its first Summer Music Institute for 10- to 22-year-old musicians. The Summer Music Institute will be led by Atlanta’s Vega String Quartet, and they along with guest artists and local Atlanta professionals will coach a mix of string ensembles, culminating in a chamber music concert. The Institute will also feature two orchestras conducted by Maestro Henry Cheng. It will conclude with Atlanta Festival Academy’s 2025 Finale Concert featuring the grand prize winner of the AFA 2025 Young Artist Competition performing alongside the Atlanta Festival Orchestra			
20. Atlanta Freedom Marching Band, Inc.		3	\$11,500.00	\$4,715.00
PROJECT	Atlanta Freedom Bands will present a series of three wind band concerts: Simply the Best A curated collection of classics for wind band featuring the best music of different genres and composers. In Concert With Hope, A concert exploring the aspects of life that give us hope: uplifting, comforting, and joyful music that raises the spirit and soothes the soul. Holiday on Peachtree Street Holiday selections highlighting historic landmarks along Atlanta's most famous street. The concerts include AFB's Student Composer Residency program. AFB will invite a student composer to provide a work to be performed for each concert.			
21. Atlanta Historical Society Inc dba Atlanta History Center		3	\$25,000.00	\$8,500.00
PROJECT	To serve 15,000 Title I students through Atlanta History Center's school tours, which provide a nuanced, evidence-based framework for interpreting the past. School tours will occur continuously in spring and fall 2025. The \$25,000 grant request will support access to Education programming for over 15,000 Title I students and strengthen our partnerships with surrounding Atlanta school districts. Students in grades pre-K through 2nd grade will receive free admission for school tours in the Goizueta Children's Experience, a new exhibition at Atlanta History Center. Within this space, they will experience one of three distinct school tours focusing on the geography, people, and culture of Atlanta, as well as STEM innovations within the city.			
22. Atlanta Jewish Film Society, Inc.		5	\$50,000.00	\$16,000.00
PROJECT	The 25th annual Atlanta Jewish Film Festival will take in Feb. Over 60 films will be presented in two downtown Atlanta theaters (the Plaza Theatre and the Tara Theatre), as well as two suburban theaters (Sandy Springs Performing Arts Center and Springs Cinema & Taphouse in Sandy Springs). A specially curated selection of films will be available for streaming with closed captions included. The 2025 lineup will include a diverse array of 50 feature films and 14 shorts from 22 countries, including one World Premieres, 5 North American Premieres, and 20 Southeast Premieres.			
23. Atlanta Listening Collaborative		3	\$14,380.00	\$5,177
PROJECT	Present 4 Preservation Series concerts at a variety of metro Atlanta venues, inviting audiences of all ages to discover local artists while providing paid opportunities for local musicians to perform, network and develop new fans. Execute Camp Collective for 50 musicians and songwriters, mentored and supported by 10 local, vetted producers. Day sessions at production studios throughout Metro Atlanta. Night panels and performances at Buteco in Grant Park. Execute In the Round, a performance during which Camp Collective participants showcase the songs they wrote during Camp to a live audience at City Winery. Host 12 Songwriter's Workshops for emerging songwriters to participate in Q&A and breakout sessions with an established artist at 800 East Studios.			

ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION				
APPLICANT		DISTRICT	REQUEST	AWARD REC
24. Atlanta Music Project, Inc.		4	\$50,000.00	\$16,500.00
PROJECT	To provide beginner-level after-school youth band/orchestra/choir programs for students grades K-8;(AMP Center, Perkerson Park Recreation Center, South Bend Center for Arts & Culture). To provide intermediate/advanced level after-school youth orchestra/choir programs for student’s grades (AMP Center). To provide private lessons for 75 AMP students; (AMP Center) To provide a summer festival for students grades 4-12; June 2025 (Sylvan Hills Middle School). To present 50 performances: (throughout Fulton County). To host 2 residencies, open to all AMP students: (AMP Center). To assist AMP students and alumni through college and career counseling.			
25. Atlanta Photography Group Inc		3	\$15,000.00	\$5,400.00
PROJECT	APG's mission is to advance & sustain an inclusive vibrant photographic community for those interested working in contemporary photography, by delivering opportunities to further their artistic development, to promote & support photography as a significant art form. In 2025 we will deliver 16 Juried Exhibitions, 4 Solo Exhibitions, 2 Exhibits for specific ATL populations, 4 Project Reviews, 3 purchase awards, 2 educational opportunities with nationally known arts educators and 36 scholarships.			
26. Atlanta Printmakers Studio		4	\$10,000.00	\$3,600.00
PROJECT	Atlanta Printmakers Studio will provide a fine art printmaking studio in Fulton County. Programs include studio rental options at a variety of levels; classes/workshops covering a range of techniques for the beginner to the professional; scholarship, internships, and residency opportunities; and free or low-cost events. Both free and paid outreach programs for youth and adults will be held in our studio, at community festivals, and at art centers. A minimum of six art exhibitions are in the planning stages and will give members opportunities to exhibit their work in the studio gallery and exhibition venues throughout the community.			
27. Atlanta Shakespeare Company		4	\$50,000.00	\$16,000.00
	Our 25/26 Season will include a minimum of: 4 Core Curriculum Shakespeare titles. 1 Family Series production. 3 plays from Shakespeare's deeper repertoire. 1 all-female production. 2 or 3 non-Shakespeare plays. A Christmas Carol. For a single-theater operation, our output is prolific: because we are a full-time ensemble, we are able to produce nearly double the number of shows that other theaters of our budget size do, without sacrificing quality. We offer programming that connects us and our community to the English-speaking world's classics. All of our in-class work requires active participation and fulfills all of the State's and IRA/NCTE Standards for Language Arts.			
28. Atlanta Workshop Players		1	\$50,000.00	\$18,000.00
PROJECT	All programs & shows held in AWP's new STUDIO 13, except outreach programs: Film School Conservatory-Jan-May, August-Dec 2025,Movie Musical Company-Pro Training program-Jan-May, August-Dec, 60 Live Performances of Plays, Musical Revues, Concerts, Improv Jan-Dec, Five Summer Performing Arts Camps - June & July 2025, Seminars for people w/disabilities - June 2025, Outreach programs/workshops in Retirement homes and immigrant communities, After School Enrichment Programs -Jan - March, Sept-Nov 2025, In School Theatre Program at the Howard School, for alternative learners. 8 Film Shorts w/original scripts, music, choreography-Filmed on location, 4 PSAs - filmed on location in Fulton, 22 Industry Pro Workshops, 4 Free Workshops, 25 Class Scholarships.			

ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION			
APPLICANT	DISTRICT	REQUEST	AWARD REC
29. Atlanta Young Singers of Callanwolde, Inc.	4	\$50,000.00	\$21,000.00
	AYS MY JOURNEY YOURS Outreach Series ONLINE/IN-PERSON 2025: FREE all-day AYS YOUNG MEN'S POWER SING, Morehouse NOV workshops, FREE public perf AYS NEXT DOOR PROJECT CPH OUTREACH Series: WORKSHOPS with Partner Schools & Orgs Fulton Co. MAR-APR; SEPT-NOV. FREE COMMUNITY HOLIDAY SING, Hope-Hill Elem DEC. AYS Summer Music Camp CPH 1 session JUN. AYS WEEKLY CLASSES/REHS. 1½-hr, 5x/wk,. 45-min wkly K/1 students CPH OCT-NOV. AYS PERFORMANCE SERIES. SINGING OUR STORY PERF TCC & YC CPH MAR 16. 50th anniversary CELEBRATION, ALL AYS Choirs CPH MAY 18. RECITALS-MAR,JUN,DEC,CPH/DHPC. TEACHER EDUCATION. Workshop for Kodaly Educators of Georgia.		
30. Autrey Mill Nature Preserve Association	1	\$8,900.00	\$3,560.00
PROJECT	To offer three Historic Homes Open House events at Autrey Mill Nature Preserve, showcasing local history through interactive exhibits, tours, and hands-on activities. To Present a quarterly "Behind the Music Live: Songs & Stories Under the Stars" concert series featuring local musicians sharing stories and performing original songs in an intimate outdoor setting. To Produce a bi-monthly podcast exploring local and regional history, including topics such as the Mudovian Cemetery, the Georgia Gold Rush, and personal narratives from Autrey Mill volunteers. All programs will run from January 2025 to December 2025, engaging diverse audiences at Autrey Mill Nature Preserve in north Fulton County, including families, seniors, and history enthusiasts.		
31. Ballethnic Dance Company, Inc.	6	\$50,000.00	\$21,000.00
PROJECT	Out on Film seeks funding for its LGBTQ+ Film Festival, a vibrant celebration of diversity. Our festival director, Jim Farmer, leads this project, collaborating with filmmakers, local LGBTQ+ organizations, and cultural partners to curate an enriching program. The festival, a nexus of art & community, promotes inclusivity and authentic storytelling.		
32. Beacon Dance Company	4	\$13,000.00	\$4,680.00
PROJECT	To create and present a series of two (2) free productions of 3 performances each, for a total of 6 performances to the citizens of Fulton County highlighting Social Justice issues and Accessibility in our world. Performances will be held in The B Complex Artist Cooperative.		
33. Bent Frequency Inc.	6	\$13,000.00	\$4,680.00
PROJECT	In 2025, BF will present eight genre-defying events celebrating collaboration, experimentation, and community. In February, we'll perform as a guest ensemble at Emory University's Composition Festival. In March, our 4th annual Underscore concert will feature six works selected from our international competition. In April, we'll collaborate with CORE Dance on Braiding: Time, Memory, and Water. - In May, we'll close the season at Eyedrum Art & Music. September marks our 25/26 season opener with premieres by Kyle Rivera and Mischa Salkind-Pearl. In October, we'll partner with the Plaza Theater for The Cabinet of Dr. Caligari screening with live music. In December we present our annual community event Unsilent Night.		
34. Boys & Girls Clubs of Metro Atlanta	4	\$10,000.00	\$3,500.00
PROJECT	Funded by a grant from Fulton County Arts and Culture, we will run the Lyricism 101 program at ALL Fulton County Clubs this year--as we did in 2024, thanks to Fulton County Arts and Culture! This will impact 80-100 youth at four Fulton County clubs in Fall, 2025.		

ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION				
APPLICANT		DISTRICT	REQUEST	AWARD REC
35. Brenda Porter		4	\$4,655.00	\$1,769
PROJECT	Mini camps are half-day camps offered during the month of June. Each week there will be two camps a day, one morning and one afternoon session. Each session and each week will have a different theme, allowing participants to explore various aspects of theatre.			
36. Burnaway Inc.		4	\$50,000.00	\$18,000.00
PROJECT	To provide four educational programs - workshops and public talks that foster the new voices and serve as a resource for artists and creatives in Fulton County year-round.			
37. Caribbean American Cultural Arts Foundation		4	\$20,000.00	\$7,200.00
PROJECT	Caribbean American Cultural Arts FDN Cultural Connect Program offers multicultural students the opportunity to learn about the global community. The program aims to educate students about their diverse communities, people, and cultures. This program offers unique educational arts programming, which will be enhanced to align with Georgia Performance Standards for Fine Arts. Our scope of service is based upon constructive learning outcomes created by our board of advisors, which includes professors from local universities and teachers from private and public schools in the area. Cultural Connect embodies a diversity and inclusion approach to effectively teach the students about art, folk traditions, creative strategies, and cultural techniques in creating each art project.			
38. Center for Puppetry Arts, Inc.		3	\$50,000.00	\$18,000.00
PROJECT	To use the global art of puppetry as a means to provide Fulton County residents educational experiences that encourage creativity, support school-day learning, fuel holistic development, and provide accessible, hands-on opportunities to participate in arts activities. The Center will delight audiences of all ages with sophisticated, fully-staged puppetry performances; museum exhibits that put puppetry into global, cultural, and historical contexts; and interactive arts-infused education programs for children and adults, including live digital performances and workshops to provide in-class and in-home virtual programming.			
39. Chane' Fontaine		1	\$5,000.00	\$1,900.00
PROJECT	A Journey in Bloom is a solo art exhibition that explores life's transformative moments through surreal portraiture, abstract compositions, and organic forms. Inspired by motherhood, marriage, and faith, this collection captures the dualities of life, joy and pain, chaos and peace.			
40. Children's Museum of Atlanta		6	\$50,000.00	\$16,000.00
PROJECT	The proposed project will install three feature traveling exhibit experiences from January 25, 2025 - December 31, 2025 at Children's Museum of Atlanta. The exhibits will be supported by daily arts and STEM education programming, culturally specific arts programming through our Celebrate! series, and programs which provide access to the Museum for those who need it most.			
41. Chiwuzo Okwumabua		1	\$5,000.00	\$1,900.00
PROJECT	We seek funding for Adaeze, an Afrofuturistic musical celebrating African heritage and innovation. Funds will support three community events, including dance workshops, digital set showcases, and documentaries, engaging marginalized youth while creating a dedicated audience for the October premiere.			

ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION				
APPLICANT		DISTRICT	REQUEST	AWARD REC
42. Chloe Alexander		4	\$2,500.00	\$200.00
PROJECT	Printmakers Chloe Alexander and Jamaal Barber will create a collaborative exhibition that investigates Southern life via the lens of family, traditions, and identity. The artists will also co-curate a complementary exhibition that expands the conversation on these topics.			
43. Choral Guild of Atlanta, Inc.		1	\$5,000.00	\$1,400.00
PROJECT	To present a subscription concert series in Kellett Chapel at Peachtree Presbyterian Church, Atlanta, in April, October and December, for a total of three performances.			
44. City Dance		3	\$4,500.00	\$70.00
PROJECT	The CityDance, Inc. Pathways to Pedagogy Program will provide pedagogical training and education to local dance artists. The training and development will take place within Fulton County and will culminate in a series of demonstrations, workshops and performances presented by participating teaching artists.			
46. City of Hapeville		4	\$10,000.00	\$3,500.00
PROJECT	To present the 3rd annual Butterfly Lantern Parade in Hapeville, GA. The event is scheduled for March 22, 2025, from 5pm-10pm and will take place at Jess Lucas Park. We will be hosting puppet lantern making workshops leading up to the parade so that participants can play an active role in the creativity of the community event. We will also be hosting interactive art during the festival that takes place before the parade begins.			
47. City of Sandy Springs		2	\$50,000.00	\$17,000.00
PROJECT	The City is seeking funding for two of their Signature Events. BSAMF is a free two-day event filled with live entertainment and enjoyment. The event transforms Bluestone Road into a vibrant celebration of arts and music. This event is scheduled for Friday, September 26 and Saturday, September 27, 2025. The festival targets guests of all ages who enjoy art and live music. The second Signature Event that the City is requesting funding for is their annual Juneteenth Celebration, which will take place on June 25, 2025. This free celebration showcases captivating dance productions, a STEAM digital art gallery, educational activities, and food and art vendors. The event serves as a tribute to freedom and liberty as well as an educational opportunity on the history of this holiday.			
48. City of Union City		5	\$10,000.00	\$3,500.00
PROJECT	Union City will implement a series of cultural and artistic programs aimed at fostering creativity, community engagement, and multicultural appreciation. These programs will take place at The Gathering Place Community Center and will focus on Dance, Painting and Pottery classes. We will also hold three events/festivals. Hispanic Heritage month, Juneteenth and a Holiday Cantina.			
49. City Springs Theatre Company		2	\$50,000.00	\$17,500.00
PROJECT	To offer a Summer Musical educational program for students ages 13-18, with significant financial aid offerings for students in need. The program is open to Atlanta-area students and will take place in Summer 2025. This program includes approximately 75 participants and expect to have at least 1,500 audience members at the performances. Rehearsals will take place at CSTC's studio offices in north Sandy Springs, and technical preparation such as set building and lighting and sound design will take place at our new shop facilities in Marietta. The finished musical program will have multiple performances at the Sandy Springs Performing Arts Center.			
50. Dad's Garage, Inc.		4	\$50,000.00	\$16,000.00
PROJECT	General operating support for calendar year 2025 will allow us to continue offering a robust programming calendar of more than 350 annual events. This will include script and improvised performances; special events to engage and celebrate our community of artists and neighborhood, youth programming ranging from summer camps to school year workshops, and dedicated performances by Dad's professional working Ensemble and classes targeted to adults.			

ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION				
APPLICANT		DISTRICT	REQUEST	AWARD REC
51. Dalyla McGee		6	\$5,000.00	\$1,300.00
PROJECT	Phase 2 of Peps! Cola Bitch concludes in FY24-25 with play development, February, March Trinidad field study, April, June community conversations with previews, and a Juneteenth launch. Phase 3 (FY25-26) includes the Fall 2025 premiere, partner presentations, and expanded engagement activities.			
52. Dance Canvas, Inc.		4	\$42,100.00	\$15,156.00
PROJECT	Dance Canvas is seeking funding for operating support to cover performances, workshops, community outreach and our dance on film program (between Jan 1, 2025 - December 31, 2025. This includes performances, workshops and youth programs for the 2nd half of our 2024-25 season, as well as the 1st half of our 2025-26 Season.			
53. Dance Force, Inc.		4	\$20,000.00	\$7,200.00
PROJECT	During the January through December 2025 project period, Dance Force, Inc. DBA Full Radius Dance will: Present one (1) open rehearsal for attendance by the public at the High Museum of Art on February 7, 2025. Present a concert of three (3) performances at 7 Stages Theatre on March 7, 8, & 9, 2025. The concert will be live streamed, also on March 8, 2025. One (1) post-performance talkback session will also be presented on March 8. Perform at the free Inman Park Dance Festival for two (2) performances on April 26 & 27, 2025. Partner with South Fulton Arts to premier an original dance film based on body integrity, Date TBD. Partner with MARTA's Artbound program by presenting performances in MARTA transit stations. Dates are TBD.			
54. DanceATL Incorporated		3	\$20,000.00	\$7,600.00
PROJECT	DanceATL will execute the A.M. Collaborative program’s final 1 day showing at the B Complex. DanceATL will publish Promenade, featuring local artists and professionals. DanceATL will launch the second cycle of the Engaging Atlanta Fellowship in April 2025 and present the final event December 2025. DanceATL will host our Tech Talk series featuring experts in the field of production and design. DanceATL will publish weekly Monday Moves e-blasts and social media posts to inform of performances, events, auditions, classes and hiring opportunities (year-round). DanceATL will host Mixers that will provide networking opportunities (Spring, Summer, Fall, Winter 2025).			
55. Dancical Productions, Inc.		6	\$20,000.00	\$8,200.00
PROJECT	The purpose of this project is to present three major artistic endeavors focused on the preservation, research, and presentation of the Mojah dance technique, a Modern African dance form, to be presented as professional and outreach programming to community groups: Diversify the work of Mojah technique in Atlanta to be inclusive of Auburn Avenue Research Library, Atlanta History Museum, Atlanta Ballet and other studios. The presentation and analysis of the Mojah choreography in the production, Girl Why You Dance Like That: Fusion from Africa to Hip-Hop to be presented. To present the 2024 Mojah Dance Festival and Conference, the annual event to study, review, analyze, and create in the Mojah Dance Technique.			

ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION			
APPLICANT	DISTRICT	REQUEST	AWARD REC
56. Danielle Swatzie	6	\$5,000.00	\$1,800.00
PROJECT	The purpose of this project is to present three major artistic endeavors focused on the preservation, research, and presentation of the Mojah dance technique, a Modern African dance form, to be presented as professional and outreach programming to community groups: Diversify the work of Mojah technique in Atlanta to be inclusive of Auburn Avenue Research Library, Atlanta History Museum, Atlanta Ballet, and other studios. The presentation and analysis of the Mojah choreography in the production, Girl Why You Dance Like That: Fusion from Africa to Hip-Hop to be presented. To present the 2024 Mojah Dance Festival and Conference, the annual event to study, review, analyze, and create in the Mojah Dance Technique.		
57. Dashboard Co-op Inc	4	\$50,000.00	\$19,500.00
PROJECT	Dashboard will produce over six public art projects in Fulton County, each consisting of public exhibitions and related community programming taking place at: Historic District Development Corporation; Haugabrooks Gallery (Curator-in-Residence Program) and Front Porch (Exhibition and Public Programming); Sweet Auburn Atlanta, Arts & Entertainment Atlanta District; ART in the PARK at Woodruff Park (Public Art Activation), Downtown Atlanta, City of Fairburn; Illuminated Spaces series (permanent public installation) and Art in the Alley Hispanic Heritage Month and Alleywave: Canopy of Color (public Art installations), Downtown, Fairburn, City of Roswell; Tapestry of Generations (Workshops and Pubic Art Activations); Roswell, GA.		
58. Deanna Sirlin	2	\$5,000.00	\$1,900.00
PROJECT	The creation of an experimental film, Lumen created on the site of my artwork Watermark before it is uninstalled at the end of 2025. This video will feature gloATL as performers and will be shown at three public venues in Fulton County and be free of charge to the public for viewing.		
59. Djoli Kelen, Inc.	1	\$24,733.00	\$8,904
PROJECT	The Operating Support Fund sought will aid Djoli Kelen in achieving its 2025 organizational priorities. As collectively determined by its staff and board, the focus will be on advancing Djoli Kelen's Strategic Plan with the continued support and guidance of consultants Whole Heart Productions and Euneika Rogers-Sipp and adding project management support from Zakiya Cornish. This strategic initiative aims to align the organization's daily operations with its overarching vision of creating a legacy organization with a dedicated facility, ensuring its impact extends beyond the lifetimes of its founders. While undertaking this pivotal effort, Djoli Kelen's staff will skillfully manage and sustain the regular schedule of the organization's public programs.		
59. Enrich Kids Now DBA Youth Enrichment Services	6	\$40,000.00	\$16,000.00
PROJECT	To host 54 low-cost dance and theater after school class sessions, Spring (27) and Fall (27), for Fulton County youth ages 3-12 from January 2025 to May 2025 (Spring) and from September 2025 to December 2025 (Fall). Each class session will include 12 weekly performing arts classes that will be held at on-site schools and community centers throughout Fulton County. To host 4 free dance and theater Specialty Saturday Workshops for Fulton County youth ages 3-12 between January 2025 to December 2025. Each specialty workshop will be available virtually.		
60. Essential Theatre	4	\$18,232.50	\$6,564.00
PROJECT	To produce the second annual Southern Fried Bake-Off 24 Hour Play Festival January 3-4, 2025 at 7Stages. To present playwriting classes, including a free online introductory course offered as a Community Partner of Fulton County Arts & Culture. To present the 2025 Essential Theatre Play Festival, our 26th Festival, at 7Stages from August 8-31. To provide programming as requested throughout the year in our capacity as a Community Partner.		

ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION				
APPLICANT		DISTRICT	REQUEST	AWARD REC
61. Eyedrum Inc.		4	\$30,000.00	\$11,400.00
PROJECT	Eyedrum’s yearly programming is dense and covers many disciplines. We program drummers from Japan, performance artists from Holland, AP art students from Midtown High School, Group Professor Art Shows from the GSU Film, Art and Music Schools with performances and anything else we think will enrich Fulton County residents we really are doing everything all at once. For 2025 we continue to raise the bar and grow our capacity to present artists, filmmakers, musicians, writers and all other story tellers both near and far to engage with the Fulton County community. To this point in September Eyedrum expanded our footprint by 50% and now have a beautiful art gallery next to our finely tuned performance space giving us over 4000 sqft. to present one-of-a-kind programming.			
62. Flux Projects		4	\$50,000.00	\$18,000.00
PROJECT	To provide public art programming and events from January - December 2025 that engage Fulton County residents, bring opportunities to local artists, and encourage conversations about the critical issues of our time. These efforts will be realized through temporary public art projects and additional programming such as artists talks, tours, and workshops.			
63. Fly on a Wall, INC		4	\$22,804.00	\$8,209
PROJECT	General operating support from Fulton County Arts and Culture will support the organization’s live productions in 2025, benefitting residents and artists in Atlanta, among others in Fulton County. General operating support will allow Fly to produce multiple performances at its new 23,000 square foot facility in Lindbergh, including: Excuse the Art (4 nights in April 2025), two full productions in the fall of 2025, a presentation of an Artist in Residency (3 performances in Summer 2025), and a presentation of the Summer Artist Resident (3 performances in Summer 2024), and continuing the Floor Story program for high school artists in Atlanta with one culminating performance in 2025. Fly will also present Big Show, which is a full-length production by a past Excuse the Art artist in February.			
64. Fox Theatre Inc.		4	\$40,130.00	\$14,046
PROJECT	To provide Fox in a Box, a free interactive experience for Kindergarten through 5th grades that focuses on the intersection of the Fox Theatre's history with key classroom lessons like American History, the Civil Rights Movement, economics, the importance of the arts and culture in the community. Elementary students are challenged to think about how communities come together to share an experience and to protect what is important to them. Fox in a Box will take place in elementary schools, with a focus in Fulton County and the metro-Atlanta area, but also across the state of Georgia, from January through December 2025. The program is available with both in-person and virtual versions. The newly updated virtual videos are available in both English and bilingual Spanish.			
65. Franklin Pond Chamber Music, Inc.		3	\$10,000.00	\$3,600.00
PROJECT	To prepare at least 12 groups of 3-5 students each, from all ethnicities, to perform chamber music on a high level while attaining the self-confidence, self-discipline, and the love of music that keeps them engaged. To offer students at least 100 hours of coaching by musicians from the Atlanta Symphony Orchestra and Atlanta Opera Orchestra. To offer 6 masterclasses per calendar year with well-known artists of the highest level. To offer students multiple opportunities to perform in at least 2 Community Concerts, as well as the Finale Concert at the end of each program, and at other events that come up during the year. To encourage the study of chamber music and add a competitive goal through the annual Franklin Pond Chamber Music Competition.			

ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION			
APPLICANT	DISTRICT	REQUEST	AWARD REC
66. Fresh Films	6	\$50,000.00	\$15,500.00
PROJECT	Fresh Films' Career Pathway program from January 1, 2025 through December 31, 2025 supports Fulton County high school youth attending Carver STEAM Academy HS, KIPP Atlanta Collegiate and Drew Charter HS to (i) learn the fundamentals of film/television production completing scripted, music video, unscripted and documentary projects over 31 weeks; (ii) soft skill development with Paramount, ROKU and others teach interviewing, set etiquette, communication skills, preparing resumes/reels, and more; (iii) 80 hour summer on-set apprenticeship on the set of a real film/tv production set builds essential workforce readiness skills for high-wage growing jobs in the creative economy. (iv) optional level 2 adobe certification for post-production editing.		
67. Fulton County Schools Teaching Museum	6	\$45,000.00	\$14,400.00
PROJECT	To provide enhanced, arts-integrated and arts-based programming that supports the Georgia Standards of Excellence in core content areas to public schools in Fulton County. Programs will be held in schools, at the Teaching Museums and/or virtually from January - December 2025.		
68. Gateway Performance Productions	4	\$20,000.00	\$7,200.00
PROJECT	To produce and present 4 original productions created by professionals and students at The Mask Center. To continue to develop the large-scale art installation on the grounds of the Little 5 Points Community Center adjacent to The Mask Center, by adding artistically rendered posts marking the seasonal changes i.e., solstices, equinoxes. To offer virtual and in-person classes in creative writing, acting/scriptwriting, drawing and mime/physical movement for youth, adults, senior citizens, veterans, and other Fulton County residents - to include classes and events for those diagnosed with depression, anxiety, isolation and suicidal ideation. Community Sites: The Mask Center, Fulton County Senior Centers and Veterans Centers.		
69. George Galbreath	4	\$5,000.00	\$1,900.00
PROJECT	"On The Couch With the Galbreaths" is an Atlanta-based platform providing context within the field of art through showcasing local artists and culture influencers. In 2025, (6-8) 25-40 min episodes will air on YouTube and social media, highlighting Atlanta's creative scene and its unmatched talent.		
70. Georgia Lawyers for the Arts	6	\$50,000.00	\$17,000.00
PROJECT	Provide \$3.5 million in pro bono legal services to thousands of Fulton County artists and arts organizations		
71. Georgia State University Research Foundation, Inc – RIALTO	4	\$50,000.00	\$18,500.00
PROJECT	Present 10-11 culturally diverse live performances as part of the Rialto Series, held from January to December 2025 at the Rialto Center for the Arts. Offer FREE monthly outreach programs, including twelve (12) Feed Your Senses performances (virtual and/or live), featuring local artists, from January through December 2025, for Fulton County residents. Provide educational outreach through 12-15 programs with local, national, and international participation, focusing on metro-Atlanta, serving schools and educators in Fulton, Cobb, Decatur, Gwinnett, Atlanta Public Schools.		
72. Georgia Ensemble Theatre	2	\$50,000.00	\$18,000.00
PROJECT	To present four plays and two concerts at Georgia Ensemble Theatre in the Act3 Playhouse. To produce three touring productions for schools, community centers, and senior groups, traveling throughout the metro Atlanta area. To offer year-round classes and camps in performing arts skills for children and adults at Georgia Ensemble Theatre at Act3 Playhouse.		

ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION				
APPLICANT		DISTRICT	REQUEST	AWARD REC
73. Giwayen Mata, Inc.		6	\$30,000.00	\$10,800.00
PROJECT	To provide learning experiences to members, students, and special guests: 2 West African dance and drum workshop series with master teachers venue TBD, 2 Diaspora Days with local and regional teaching artists in various Diasporic dance and drum styles; venue TBD, To provide organizational/professional development experiences for lead artistic and administrative staff: 4 leadership development sessions with Dr. Folami Prescott-Adams; venue The Wellness Group in Atlanta, GA. production training sessions with Noelle Jordan; venue TBD. To provide support for box office, production, venue, administrative, and creative for our annual Kwanzaa concert; Drew Charter School in Atlanta, GA.			
74. gloATL		6	\$32,500.00	\$11,700.00
PROJECT	The Blooming City supports ongoing efforts to redeem what has been left behind in the Palmetto community of South Fulton by employing the practices of live art, garden literacy education, and choreography. Using the past as a liberating force to embolden the present, we are imaginatively sowing wildflowers, hosting art flea’s and parlors, guiding elementary school art & ecology classes, draping Historic Downtown with beautiful banners, and creating music and movement processions to carry us through the world we dream. *3-acre wildflower prairie along historic railroad lines in Downtown. *In-school Movement/Ecology classes. *Art Fleas opening Spring 2025. *Live Art processions with Grammy-award artists. *Downtown mural, floral banners.			
75. Hambidge Center for the Creative Arts and Sciences		NA	\$25,000.00	\$9,250.00
PROJECT	To provide six (6) two-week Fellowships to Fulton County artists as part of Hambidge’s ongoing residency program between January 1 and December 31, 2025.			
76. Harvest Rain Early Learning Academy		5	\$15,000.00	\$5,400.00
PROJECT	The program will provide the following art services: 1) Music & Dance Workshops for children ages 3-4 years at Harvest Rain Academy. 2) Music and Dance Workshops for youth ages 5-13 years at Harvest Rain Academy. 3) Theatre workshops for youth 7-13 years, at Harvest Rain Academy 4) Art workshop 5) Virtual/ or in person Outreach performances will be presented to the New Beginnings Senior Center; Fairburn Nursing Home; & Harvest Rain Church.			
77. Heart of Namari Inc		2	\$5,000.00	\$400.00
PROJECT	The Gift Scholarship Program aims to support underserved youth in the Sandy Springs community, ages 2.5 to 18, by providing access to high-quality dance education via extra-curricular dance programming (after-school and summer programs.)			
78. High Museum of Art		3	\$50,000.00	\$16,500.00
PROJECT	Operating support will enable the High Museum of Art to collect, interpret, and preserve works of art; striving to engage and educate regional, national, and international audiences, while promoting scholarship through research and publication. Community outreach will continue with a wide variety of public events.			
79. Historic Oakland Foundation		4	\$50,000.00	\$17,000.00
PROJECT	To present a temporary, outdoor immersive exhibition of light-based installations by local artists over the course of eight nights over two weekends in April 2025.			

ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION			
APPLICANT	DISTRICT	REQUEST	AWARD REC
80. Horizon Theatre Company Incorporated	5	\$50,000.00	\$16,000.00
PROJECT	To produce a 2025 season of regional or world premieres of contemporary plays and musicals: an encore production of the hit, immersive musical NATASHA, PIERRE AND THE GREAT COMET OF 1812 (Jan/Feb); I CARRY YOUR HEART WITH ME (March/April), LAUGHS IN SPANISH (May/June), two additional contemporary plays (August/Sept, Oct/Nov), and the holiday Family Series show MADELINE'S CHRISTMAS (Dec). To develop 3 or more new plays by women, black or Southern writers through the BLACK WOMEN SPEAK and NEW SOUTH PLAYWORKS PROGRAMS. To provide theatre education programs: NEW SOUTH YOUNG PLAYWRIGHTS FESTIVAL (May/June), HORIZON IN-SCHOOL PLAYWRITING RESIDENCY (Title 1 school), and the Apprentice program.		
81. Immanuel Laidlaw	6	\$2,000.00	\$200.00
PROJECT	Launching in Fall 2025, What's Work features an art exhibition and workshops at Sovereign Sounds. There will also be other engagement opportunities, including but not limited to mentorships, artist showcases, and community programs to foster artistic growth, creativity, and connection.		
82. Independent Media Artists of Georgia, Etc dba Atlanta Film Society	4	\$50,000.00	\$16,000.00
PROJECT	The Atlanta Film Society consists of its signature festival, the Atlanta Film Festival, April 24-May 4th, 2025, and the year-round educational programming that takes place beyond the festival. Programming includes screenings, classes, workshops, seminars, and the festival.		
83. Irvin Wheeler	6	\$5,000.00	\$1,800.00
PROJECT	The Imagenerations exhibition will be held at the Emma Darnell Aviation Museum & Conference Center Saturday November 15, 2025 - January 3, 2026. Activities will include an Opening Reception, a Woodcarving workshop, and an Artists Talk.		
84. Jazz Matters Inc.	6	\$30,000.00	\$12,300.00
PROJECT	To present two (2) A Jazzy Afternoon concerts, while open to everyone, is specifically tailored for seniors aged 55 and above in Fulton County. Performances will take place at a venue yet to be determined in Fulton County. To present two (2) Jazz Collaborative concerts, targeting at all residents of Fulton County. Performances will take place at a venue yet to be determined in Fulton County.		
85. Joel Chandler Harris Association, Inc. - Wren's Nest	4	\$20,000.00	\$7,200.00
PROJECT	Present weekly storytelling performances and house tours, Offer free Phoenix Flies preservation tours in partnership with the Atlanta Preservation Center and Trees Atlanta. Offer free Jane's Walk tours in partnership with the Museum of Design Atlanta, Host a porch party, house tour, and concert, in partnership with West End Neighborhood Development, A week-long Scribes summer camp. Additional programs produced in-house will include an Easter egg hunt, a springtime "Tea & Stories" program, and a Halloween-themed storytelling event Contingent upon sufficient funding, we will sustain our monthly free book program with Dolly Parton's Imagination Library		

ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION				
APPLICANT		DISTRICT	REQUEST	AWARD REC
86. Johns Creek Symphony Orchestra Inc.		1	\$50,000.00	\$18,000.00
PROJECT	Present nine (9) major public concerts in Johns Creek targeting residents of greater north Fulton County in 2025: HEROES AMONG US: A MUSICAL TRIBUTE on January 25; FROM SCREEN TO STAGE on March 15; MEET THE ORCHESTRA (MTO) educational concert at a Fulton County Elementary School TBA in March or April; KALEIDOSCOPE OF AMERICAN MUSIC at Johns Creek United Methodist Church on May 10; ATLANTA FESTIVAL ACADEMY SIDE-BY-SIDE on August 2 at Johns Creek United Methodist Church; FREE NEWTOWN PARK CONCERT at Newtown Park on October 4; EUREKA concert in November; and A KIDS' CHRISTMAS and HOLIDAYS WITH THE JCSO, both in December. All concerts with locations not specified will be held at Mount Pisgah Church in Johns Creek.			
87. Kerri Garrett		6	\$5,000.00	\$1,800.00
PROJECT	A Westside Love Story seeks funding for post-production and screenings. Funds will cover editing, sound design, and color grading, plus screenings at Atlanta University Center on April 10 and Plaza Theatre on World AIDS Day with panels and free resources. Completion is planned for February.			
88. Kiera Nelson		6	\$5,000.00	\$1,650.00
PROJECTS	This request is for support for a new weekly poetry-forward open mic in the College Park/ East Point Area tentatively entitled The Renaissance Open Mic. The request is to fund a host, a weekly paid poetry feature, and venue rental.			
89. Lassana Kouyate		4	\$5,000.00	\$900.00
PROJECT	To present artistic initiatives that offer cultural and educational programs in collaboration with communities in College Park, East Pint and Tri-Cities, lacking exposure to traditional arts, addressing the gap in reach and resources through community partnerships.			
90. Los Ninos Primero Inc		2	\$50,000.00	\$17,000.00
PROJECT	Our performing arts program; delivering classes, workshops, and performing opportunities for low-income Latino children and their families. Outreach afterschool and summer arts program for 750 Latino children, youth, and adults. Collaborative Learning and Performances with The Alliance Theatre. Art instruction provided by Paint Love during Saturday School sessions. Children's chorus performs Concert. Dance and Chorus performance. Day of the Dead celebration in the Oakland Cemetery, a collaboration with the Mexican Council. Fulton County Holiday Performances: chorus, orchestra, drama, and dance performances targeting residents in North and South Fulton County.			
91. Manga African Dance, Inc.		4	\$36,238.00	\$13,046
PROJECT	To present African dance and culture through various programs targeting Atlanta audiences from January 1, 2025, to December 31, 2025. Black History Month workshops and performances will be held in collaboration with Southwest Atlanta STEAM Stars, which is dedicated to empowering youth with the skills, knowledge, and passion for STEAM subjects, especially those in underserved communities. Eighty percent of their participants are neurodivergent. There will be a concert at H.J. Russell West End Academy. March 2025: Spring camp. April 25th, 26th, and 27th: 27th Annual Dance and Drum Conference, 2025. June to July 2025: Summer camp. September 17th: Nigerian Cultural Festival/28th Annual Osun Festival. December 12th, 13th, 14th: Youth Rites of Passage.			

ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION			
APPLICANT	DISTRICT	REQUEST	AWARD REC
92. Metropolitan Atlanta Community Band	6	\$8,500.00	\$3,060.00
PROJECT	To present the second half of the MACB 2024-2025 performance season (Winter-Spring 2025) and the first half of the 2025-2026 season (Fall 2025), in various churches and performance halls in Fulton County. To offer outreach programming to senior groups with at least two performances (Sadie Mays Health and Rehabilitation Center and Summerset Assisted Living, both in Atlanta).		
93. Metropolitan Ballet Theatre	6	\$15,000.00	\$5,400.00
PROJECT	To provide ongoing pre-professional instruction in ballet, modern, and jazz dance at MBT's studio in Alpharetta. To provide ongoing non-professional level instruction in ballet and dance fitness for adults at MBT's studio. To provide a three-week summer intensive ballet workshop in June 2025 at MBT's studio. To present five performances of The Nutcracker at a north Fulton venue in December 2025. To work with local schools and community organizations to promote music, dance, and the performing arts through mini-performances, school outreach, education, and events.		
94. Milton Arts Council, Inc.	2	\$7,437.00	\$2,677
PROJECT	To serve the residents of the City of Milton and Fulton County by presenting theatrical productions and a performing arts competition with the goal of uplifting local artists throughout the year. To provide educational programming in the performing and literary arts for Milton students and seniors throughout the year.		
95. Monica Hogan Danceworks Inc.	4	\$5,000.00	\$1,000.00
PROJECT	To support the creative development of new choreographic work from early and emerging Atlanta choreographers. To offer one (1) open rehearsal followed by a talkback open to the community, held at Motus Dance and targeting residents in Fulton County. To present the new choreographic works in a concert of two (2) performances that target residents in Fulton County.		
96. Museum of Design/Atlanta, Inc.	3	\$50,000.00	\$16,000.00
PROJECT	To present 3 exhibitions that demonstrate design as a process that inspires change, transforms lives, and makes the world a better place. "Threads of Change": An exploration of the intricate relationships between nature, climate change, and humanity through the mesmerizing medium of textile art. "Crafting Cacao: The Design of Chocolate": An exhibition exploring the history and cultural significance of chocolate, the challenges facing the industry, innovative packaging design, technological advancements, and chocolate's role in pop culture. "The Hoodie": This exhibition considers the role of the hoodie as carrier of socio-political meaning.		
97. Music Education Group (MEG)	4	\$50,000.00	\$18,000.00
PROJECT	To expand our afterschool programming in South Fulton County. To increase the number of student participants in our workforce development program at the Fairburn Youth Retrieve Technology Center. To provide summer arts programming to youth ages 12-19. To provide student participants with summer job opportunities.		
98. Music in Common	4	\$50,000.00	\$18,000.00
PROJECT	To present the Black Legacy Project series with four free performances in districts 1, 5, and 6. Performances include: Black Legacy Project concert at Roswell River Landing for Roswell Arts Fund. Concert and film screening at Chattahoochee Nature Center in spring/summer 2025 in partnership with the Roswell Arts Fund. Black Legacy Project concert and film screening with South Fulton Arts in spring/summer 2025 at a location to be determined. Black Legacy Project film screening at GPB in fall 2025. To hold the FODfest concert in October 2025 at a place to be determined. To present two Songs & Stories concerts, one at MIC Studios in Hapeville and one at Constellations in Atlanta.		

ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION			
APPLICANT	DISTRICT	REQUEST	AWARD REC
99. North Atlanta Voices, Inc.	3	\$9,708.00	\$3,495
PROJECT	This proposal is for a general operating grant. It will support the programming for NAV in 2025, which will include: A spring concert: A Celebration of Music. A fall concert, the annual Songs of Harvest. 28 rehearsals for 200+ singers and multiple accompanists. Sectional rehearsals for sopranos, altos, tenors, and bass on a monthly basis. Pop-up community performances in North Fulton such as Concert by the Springs and the Sandy Springs Farmers Market Participation in Sparkle Sandy Springs 2025 during the holiday season. Each of these programs targets residents of North Fulton County. The venue for 2025 performances is pending as NAV is seeking an affordable concert hall in Fulton County that can accommodate more than 500 people.		
100. One Talent, Inc.	6	\$20,000.00	\$8,200.00
PROJECT	This proposal outlines the production of a short film based on the acclaimed TATC stage play, aimed at engaging and empowering residents of South Fulton County. Scheduled for screenings in December 2025 at Club E Atlanta, the film will feature a cast and crew primarily composed of local talent, reflecting the community's diversity. Production will be completed by November 2025, with filming at Club E Atlanta and various locations throughout Fulton County. This initiative seeks to promote mental health awareness while strengthening community ties through the arts. By amplifying local voices, the project aims to inspire dialogue and foster a more connected community. We invite support for this impactful endeavor.		
101. Out of Hand Theater	4	\$50,000.00	\$16,000.00
PROJECT	Present 40 Shows in Homes events: a one-hour play on homelessness and housing insecurity with expert-led discussions in Metro Atlanta homes. Present 20 Thriving Together Atlanta events: a meal, performance on racism as a public health crisis, and facilitated dialogue at community venues across Metro Atlanta. Provide 550 free Creative Kids theater classes in seven Fulton County Title I elementary schools during the 2025 Spring and Fall semesters. Provide 4 Institute for Equity Activism cohorts: arts-based leadership training for adults and youth. Provide 12 child trafficking prevention workshops in three Fulton County middle schools, District 6.		
102. Out On Film, Inc.	6	\$25,000.00	\$9,000.00
	To provide year-round LGBTQIA+ film programs in Fulton County, including monthly Queer Film Alliance gatherings; a Spring Film Festival (April 2025); outdoor film screenings (semi-monthly dates TBD); standalone Queer All Year screenings (various dates/venues); Stage and Screen collaborations with Out Front Theatre (five times per year); a Queer All Year Local Shorts event (June 2025); the Queer Summit (September 29?October 2, 2025); and our signature 38th Out on Film Festival (September 25?October 5, 2025). All events will occur at venues throughout Districts 3, 4 and 6 in Atlanta, serving both in-person and virtual audiences.		
103. Perfect Harmony Health	1	\$12,000.00	\$4,320.00
PROJECT	Roswell Player's Scope of Service is to provide inclusive and creative performance opportunities for individuals with disabilities in the community of Fulton County. To present 26 rehearsal opportunities for individuals with disabilities to work alongside licensed and board-certified music therapists to hone their craft. To provide reduced participation fees and scholarships for performers, props, set, script, A/V and music for a final performance.		
104. Phoenix Theatre Academy, Inc.	4	\$50,000.00	\$18,000.00
	To present a mainstage season of seven (7) productions, twenty (20) Sunday Variety Series shows on the Diamond stage (our Cabaret space) and twenty (20) special and community events). Performances will be held at the Academy Theatre's space at 599 North Central Avenue, Hapeville, Georgia 30354. In 2025 the Academy Theatre will present 106 performances reaching 5,600 audience members.		

ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION				
DISTRICT		REQUEST	AWARD REC	DISTRICT
105. Pianos For Peace		3	\$50,000.00	\$18,000.00
PROJECT	Building peace through music and education. P4P strives to unite and uplift communities by making the arts accessible to all. Since 2015, we have served the metro Atlanta community through our annual free outdoor Pianos for Peace festival and four meaningful year-round arts and education programs focused on underserved communities and organizations in need. These programs include arts education in our under-resourced schools and community centers and music therapy programs in schools, hospitals, nursing homes, and senior care facilities.			
106. Praise House Project Inc.		4	\$50,000.00	\$18,000.00
PROJECT	Present the Praise House Project at South-View Cemetery to acknowledge the 1906 Race Massacre and the African American History of the City of Atlanta. To provide related community programming in the South Atlanta area, Continue direct project support to artists, teams and projects which focus on preserving Black narratives and affecting narrative change. Engage strategic community partners in metro Atlanta to determine the path and permanent location of the current Praise House.			
107. PushPush Arts (formerly PushPush Theater)		5	\$50,000.00	\$18,000.00
PROJECT	To present monthly open calls, readings, and workshops, free of charge and open to the public. To continue incubating 50+ developing Seed Works artists and their original work. To host a new annual fall event, referred to as our ARTS DIVE, (as in deep dive) in our new spaces with themed arts activities in each of our multiple immersive events. To introduce new educational arts and makers programs for youth ages 12-18. To introduce a new roster of workshops and a new Monday night lab. To launch a new literary brunch in the cafe. To kick off a new quarterly gallery residency program.			
108. R2ISE, Inc.		4	\$50,000.00	\$21,000.00
PROJECT	R2ISE will present two free performances of Three Voices, targeting residents in Fulton County. These performances will take place at a theater (location TBA). R2ISE will host weekly creative production-building workshops at its facility, laying the foundation for the powerful and transformative production. R2ISE will hold creative recovery symposiums from May to September 2025, centered around the Three Voices initiative. These symposiums will encourage individuals in recovery to advocate for themselves.			
109. Radio Free Georgia Broadcasting Organization, Inc.		4	\$50,000.00	\$21,000.00
PROJECT	In addition to our on-air radio broadcasts, WRFG will continue our Music and Movement Series in 2025 where we will host 8 concerts and an estimated 10 community events in Fulton County in 2025. We will host five Community Session Concerts in Fulton County beginning on February 23rd and ending in early December in the WRFG Community Room. We will also host WRFG’s 40th Annual Labor Day Blues BBQ Concert on September 1st, at the Park Tavern in Piedmont Park. On November 29th, we will present our 3rd Holiday Kickback at Gallery 992 and we are also planning to present a community concert that will feature local artists at Aisle 5 during the fall of 2025. In addition to the concert series, WRFG will host art exhibits, film screenings and community discussions throughout the year.			
110. re:imagine/ATL		4	\$50,000.00	\$16,000.00
PROJECT	To provide Career Exposure workshops at middle & high schools, serving 120 youth. To train 7 youth ages16-24 in a 10-week filmmaking fellowship. To train 20 middle & high school youth in a week-long summer program. To train 15 youth ages 16-24 in our pre-apprenticeship. To provide hands-on training days at our open studio for 30 youth ages 16-24. To provide a 10-month training and mentorship track to 15 HBCU students. To provide hands-on training for 15 middle and high school students through our quarterly mock sets. To provide programing at Sylvan Middle School and Dunbar Recreation Center serving 30 students. To provide 4 community screening events exposing 60 students of various ages to our programs and network.			

ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION				
APPLICANT		DISTRICT	REQUEST	AWARD REC
111. Reinilda Fernandez		1	\$5,000.00	\$1,800.00
PROJECT	From August 9 . September 20 at ArtsXChange, Ayiti-Quisqueya: Nexus of the Taíno’s show will unite Dominican and Haitian art, exploring shared Taíno roots, migration, and conflict, sparking cultural renewal and collective healing.			
112. Restore Life, Inc.		6	\$50,000.00	\$18,500.00
PROJECT	From August 9 . September 20 at ArtsXChange, Ayiti-Quisqueya: Nexus of the Taíno’s show will unite Dominican and Haitian art, exploring shared Taíno roots, migration, and conflict, sparking cultural renewal and collective healing.			
113. Robert W.Woodruff Arts Center (d/b/a Atlanta Symphony Orchestra)		3	\$50,000.00	\$18,000.00
PROJECT	To present 125 live classical music concerts, popular music concerts, and movies with orchestra concerts at Symphony Hall. To present free live music performances and workshops in Fulton County neighborhood venues and schools. To provide a year of music education programs such as Music for the Very Young and Students at the Symphony concerts that serve Fulton County students and toddlers. To provide a year of advanced music training to Fulton County students through the Atlanta Symphony Youth Orchestra and Talent Development Program. To present a year of virtual classical concerts, holiday and family concerts, and education programs. All performances and activities will take place January - December 2025.			
114. Room To Move Dance		2	\$5,892.00	\$2,007
PROJECT	To present 3 performances of an evening-length piece, "Perpetual Time" at Sandy Springs Performing Arts Cent. To implement a marketing plan that attracts a minimum of 300 patrons.			
115. Roswell Arts Fund, Inc.		1	\$38,000.00	\$14,820.00
PROJECT	Galvanize ArtAround as the central theme to all arts activity of Roswell Arts Fund through: Continue ArtAround Roswell, Continue city wide Painted Utility Box Project, Continue partnership with Perfect Harmony work with senior/aging populations and music therapy, Continue twice monthly Pop Up Performance series expanding more affordable price points, Continue Food is Art Chef Series, Continue - lead art calls and installations for private businesses and organizations seeking public art, locations TBA, New - partnership with Chattahoochee Nature Center for re-envisioned Festival of the Painted Rock			
116. Seven Stages		4	\$50,000.00	\$18,000.00
PROJECT	" * To offer 100 performances and events including world premieres, presentations, co-productions, and an Indigenous festival for over 7,000 patrons. * To provide local playwrights with new work development opportunities including Home Brew workshops and/or staged readings. * To offer 50 events for audience engagement, outreach, and education with 2,500 community members. * To provide arts learning opportunities to 250 students including curriculum-based, arts-integrated residencies and Youth Creates, a summer program for teens. * To offer professional development for up to seven students through apprentices and internships. * To curate work by area artists and performing groups by offering low-cost rentals. 12,500 patrons will visit 7 Stages through the program."			

ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION				
APPLICANT		DISTRICT	REQUEST	AWARD REC
117. SHOWAbility (formerly Abel 2, Inc.)		4	\$20,000.00	\$8,000.00
PROJECT	For visibility, accessibility, and inclusion, we will present a series of Inclusive Chorus performances of the National Anthem in venues (public, private, schools, and govt) across Fulton County and Georgia. ALREADY SECURED. GSU Men’s Basketball game. Special Olympics Opening Ceremony. Fulton County DCRC American with Disabilities Act (ADA) 35 commemoration event. IN COMMUNICATION inside Fulton County. University of GA Sports. GA State University Football. Atlanta Braves, Falcons and Hawks. Paralympic mid-season games. Fulton County and Atlanta Public middle and HS assemblies. Wounded Warrior events. High Museum of Atlanta. MARTA transit locations.			
118. SIDEWAYS Contemporary Dance Co.		4	\$20,000.00	\$8,200.00
PROJECT	To present a production of four (4) performances targeting residents in Roswell & Alpharetta. Performances will be held at the Computer Museum of America in November. To offer outreach programming to Alpharetta and Roswell in the form of Physio Jazz workshops with FSDC (Workshops held 1X per Quarter at each location throughout the 2025 year). To involve a minimum of 100 local youth in the performance of Once Upon A Holiday. To create a holiday market of local artists and business to be showcased at Once Upon A Holiday. To donate 50 tickets to local non-profit groups supporting families with children with developmental disabilities To perform at two (2) performances of Once Upon A Holiday with FSDC.			
119. Song of Atlanta Show Chorus		1	\$10,687.58	\$4,168
PROJECT	To provide Song of Atlanta with space for our weekly open rehearsals and occasional weekend events. Over the years, we have strategically moved our rehearsal space closer to the 285 beltway to make it easier for people from all over Atlanta to travel there. We have also increased our membership and required a larger space to rehearse. Currently we rehearse at Holy Innocents Episcopal Church, which is only a few miles south of the beltway.			
120. Soul Food Cypher		4	\$30,000.00	\$10,800.00
PROJECT	To present various public performances, in-school school programs in partnership with Kindezi School, and 11 virtual and/or in-person cyphers in Fulton County throughout 2025.			
121. South Fulton Institute for Art, Culture and Environment		6	\$50,000.00	\$19,500.00
PROJECT	Partner Meet & Greet, for artists and organizations selected as partners for the Create program - January CREATE Partners - 11 Individuals, 8 Organizations, and 6 Youth Programs,2025 Filmer premiere, Producing 8 new Films about local artists, Connect play reading of 2 Across in March and Gees Bend in September, Exchange Spoken Word program with Soul Food Cypher on May 14 at Academy Theatre, Exchange Music program with OKCello on July 10 in East Point Exchange Spoken Word program with ANON the Griot on August 14. Benefit Concert on October 11 honoring key artist and organization partners of SFA. Arts United biannual publication (12,500 print copies),Spark podcast (12-16 Episodes).			

ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION				
APPLICANT		DISTRICT	REQUEST	AWARD REC
122. Southeast Community Cultural Center, Inc. d/b/a ArtsXchange		6	\$50,000.00	\$18,000.00
PROJECT	Twenty Seven Saturday Writers Workshop ,Fourteen Monthly Open Mic and Poetry Slam, Twenty Three Scrabble and Playing with Our words, Twenty (20) Visual Literacy Workshops, Six Gallery exhibits and six artist talks, Three performances of United States of Amnesia with Jose Torres Tama, Three performance workshops taught by Jose Torres Tama, One short film festival, One Art of Aging Art and Resources Fair, One Literary Celebration, Three Poetry Slams, One Earth Day/Environmental Justice Summit, One First Day of Kwanzaa: Umoja, Two Art and Immigration panels, Eight Garden Like A Boss Workshops.			
123. staibdance		3	\$25,000.00	\$9,000.00
PROJECT	Root Theory Workshop, a three-day discovery workshop open to artists of all genres. (January 2025),staibdance unplugged a three-month rehearsal period with opportunities for audiences to see the work in progress for our new multidisciplinary creation between dog and wolf. (March - May 2025), Rehearsals and one open showing to prepare a performance of Group Therapy, a dance theater solo created by staibdance Artistic Director for Leah Cox. (June-July 2025), Continued planning and development of (MC)2 (January-December 2025) Two-month rehearsal period followed by performances of between dog and wolf, a multi-venue, city-wide series of performances designed to engage targeted neighborhoods throughout Atlanta in October 2025. (August-October 2025)			
124. Suni Solomon		6	\$5,000.00	\$1,900.00
PROJECT	The Future is Yellow School Tour runs from Spring/Summer 2025, featuring Suni MF's live music performances, interactive workshops, and motivational talks at Fulton County schools. The program inspires students through music, storytelling, and creativity, fostering self-expression and empowerment.			
125. Synchronicity Theatre Performance Group		3	\$50,000.00	\$16,000.00
PROJECT	To provide excellent theatrical productions, arts education, and community building experiences with the mission of uplifting the voices of women and girls. Synchronicity reaches over 20,000 patrons annually through our: mainstage season, including the Bold Voices Series and Family Series; community outreach and engagement activities; workforce development programs including our Stripped Bare, Production Boot Camp, and Designers of Color initiatives; and education efforts including our award-winning Playmaking for Girls and Playmaking for Kids programs.			
126. T. Lang Dance		6	\$9,800.00	\$3,528.00
PROJECT	To offer the Black Endurance Program that includes the Dance Graduate Residency. This program will be held from August-December 2025 with quarterly activations. Students ages 12+ will benefit from this program. To offer further litmus testing of Black Soul Codes, an abolitionist act in the form of a performance in T. Lang Dance's project series. These performances will occur in the second and fourth quarters of the year. To perform T. Lang Dance company repertoire and present avant-garde multidisciplinary artists. To create programs that encourage technologically driven dance engagement for audience members ages 5+.			

ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION			
APPLICANT	DISTRICT	REQUEST	AWARD REC
127. TADA Foundation Inc	3	\$45,000.00	\$17,550.00
PROJECT	1) To provide weekly dance education for kids with disabilities from concluding with performances: May show at Drew Charter & Dec show at a community location TBD. 2) To provide free weekly dance classes for seniors to assist in improving balance, flexibility, and strength as well as preventing cognitive decline; Seniors perform. To deliver two 5-month pre-professional classical ballet programs with a focus on recruitment of black dancers concluding in theater-based performances with additional community-based performances during the session. This prestigious program provides elite training in preparation for competition at YAGP and college auditions with a focus on enhancing technique and artistry.		
128. Terminus Ballet, Inc.	3	\$50,000.00	\$16,000.00
PROJECT	To provide dance classes through the year from age 3 years to 65 years and up targeting residents throughout Fulton County. Classes will be offered at the Terminus Ballet School studios in the TULA Arts Center. To perform professional dance productions through the year for all Fulton County residents. Performances will be offered at Terminus's White Box Theatre in the TULA Arts Center, outdoors in Serenbe, and Georgia Tech's Ferst Center for the Arts. To provide community engagement through a public dance initiative Terminus Ballet's Wabi Sabi that is free and accessible to the public. The inaugural performances will take place at the TULA Arts Center.		
129. The Alchemy Sky Foundation, Inc.	6	\$5,000.00	\$1,400.00
PROJECT	The Alchemy Sky Foundation (ASF) will deliver therapeutic music programs aimed at supporting Veterans in the greater Atlanta area who are experiencing challenges such as PTSD, anxiety, and depression. These programs will include quarterly music performances, single-day workshops featuring music industry professionals, and music recording projects that engage Veterans in the creative process of songwriting, studio recording, and music production. Services will be provided from January 1, 2025, to December 31, 2025, at various locations, including community centers, recording studios, and non-traditional performance venues. The program will culminate in four new recorded songs and public performances, fostering creative expression and strengthening social bonds among participants.		
130. The Art Section, Inc.	2	\$8,500.00	\$2,080.00
PROJECT	To present an online series of articles and dialogues between writers, artists, poets and musicians of Fulton County targeting the interests of residents in Fulton County. There will be 18 new texts and 6 introductions which will be published in TAS beginning in January 2025 until December 2025. These dialogues will always be available on the site to audiences. They include written dialogues as well as audio and video presentations. Programing will include audio readings of poems and videos. There will be two online visual art exhibitions and one live poetry event that will be presented on the site. TAS will focus on Fulton County Artists and Writers and place them on an international platform.		
131. The Atlanta Opera	3	\$50,000.00	\$17,500.00
PROJECT	The Atlanta Opera will provide arts education programs to approximately 21,449 pre-K-12 Fulton County students including Studio Tour (an interactive 45-minute opera abridgment, offered virtually and in person), final dress rehearsals of mainstage operas, Opera Storytime, and workshops and masterclasses. In addition, TAO will provide community programming featuring opera performances and learning opportunities to engage approximately 8,990 community members at various settings in Fulton County including Morehouse College.		

ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION			
APPLICANT	DISTRICT	REQUEST	AWARD REC
132. The Atlanta Wind Symphony	1	\$8,301.00	\$2,988
PROJECT	This application requests funding to enable the Atlanta Wind Symphony to present 10 free musical events at Fulton County facilities: Two free concerts by the 78-member wind ensemble: a January 28 concert at Chattahoochee High School auditorium with featured soloist and an October 2025 performance at Milton High School auditorium. Two special events for high school musicians: a free masterclass by trumpet virtuoso Jens Lindemann at Milton High School on January 29 and a concerto competition for outstanding high school wind instrument players, with final auditions to select a winner in February. Six chamber music performances for senior citizens by the AWS brass quintet, woodwind quintet, clarinet quartet, and saxophone quartet at six Fulton County senior living facilities.		
133. The Computer Museum of America Inc.	1	\$50,000.00	\$16,000.00
PROJECT	To implement a new CRM, Membership, and POS system for the Computer Museum of America. To enhance data management, online membership services, and ticketing/retail operations for the Fifty Years of Innovation at Apple exhibit. To ensure seamless integration of these systems in preparation for the exhibit.		
135. The Creatives Project Inc.	4	\$12,000.00	\$4,320.00
PROJECT	To produce an end-of residency exhibition for our 13 current 2023-2025 residency artists. To provide 4 emerging, practicing, and mid-level artists with free studio and or subsidized housing via TCP's residency programs. To provide community educational outreach to under-served communities via community organizational partnerships. To provide 4 emerging, practicing, & mid-level artists with professional development opportunities, including critiques, workshops, studio visits, & curatorial talks with arts professionals. ARTFORCE Residency To provide up to 10 creatives professionals with subsidized housing via our development partner, The Academy Lofts in Adair Park PILOT INCUBATOR RESIDENCY. To provide up to 9 artists with two- to three-week artist residencies.		
136. The Lionheart Life Center, Inc.	2	\$12,000.00	\$4,320.00
PROJECT	Five arts classes once a week targeting students ages 5-18 with disabilities from Fulton County at The Lionheart School. Six-week art class is offered in the fall and spring at the Alpharetta Crabapple Government Center for local residents with disabilities ages 18-35. Registration is open to the public. Once a week, LionheArtisans classes for participants ages 9-35 with disabilities from Fulton County at the LionheArtisan's Heart Cottage. Participation in the LionheARTisans program in at least three City of Alpharetta-sponsored community arts events.		
137. The MASS Collective Foundation, Inc.	4	\$50,000.00	\$18,000.00
PROJECT	MASS Collective provides the education, space, and equipment necessary for the production of artistic media in a safe and inclusive communal atmosphere.		
138. The Michael O'Neal Singers, Inc.	2	\$25,000.00	\$9,000.00
PROJECT	To present a series of 5 live choral performances with corresponding ONLINE Choral Singing programs for all, in 2025. To offer free outreach DVD concert bundles to Senior Living Communities throughout the year.		
139. The Museum of Contemporary Art of Georgia	3	\$50,000.00	\$16,000.00
PROJECT	MOCA GA requests Operating Support from FCAC to support the museum's operations, maintain staff, pay artists, pay for MOCA GA's programs, and house our collection. MOCA GA has a website to make our artworks and archives accessible online. Grants from Fulton County help to support initiatives that foster innovation and grow the Museum's technological resources. 2025 schedule: Art exhibitions at MOCA GA. Education/Outreach Program event with senior citizens at MOCA GA. Young Artist Project workshops at MOCA GA. WAP artist talks at MOCA GA in August, October, and December.		

ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION			
APPLICANT	DISTRICT	REQUEST	AWARD REC
140. The Object Group	4	\$6,000.00	\$1,600.00
PROJECT	To present, free of charge, an original production, 'Unexpected Encores', in 30 visits in 2025-26 to targeted Fulton County memory care communities for elders. An interactive, personalized live theatrical experience, bringing the power of performance, music, and laughter to uplift the life experience of isolated elders who have early-stage diagnosis of dementia/Alzheimers, and their caregivers. To offer masterclass workshops to BIPOC performers in puppetry performance for one week in June. To begin the research and development of a new original live production for young audiences, 'Conspirators', which tells the stories of white abolitionists working in collaboration with people of color throughout US history.		
141. The Piccadilly Puppets Company	3	\$5,000.00	\$1,400.00
PROJECT :	To take puppet shows to all districts of Fulton County throughout the entire year. To launch an advertising campaign for the bilingual version of our updated script for Butterfly Ballad: Las Balada de las Mariposas. To develop a new show for Piccadilly reflecting education holes in our current offerings. To refurbish and replace existing puppets to reflect the diversity of our audience and enhance the quality of our puppets. To maintain our virtual productions in conjunction with live demonstrations through Zoom or other platforms. We expect to have 30-60 activities.		
142. The Trey Clegg Singers, Inc.	5	\$20,000.00	\$7,200.00
PROJECT	To provide a wide range of musical styles to encompass as many styles and cultures as possible. Giving our audiences exposure to music they may not have heard before. Our planned performances for 2025 include: February, Black History Concert at the National Center for Civil and Human Rights. May, Spring Concert at All Saints Episcopal Church. April, guest performance at First Responders Appreciation Concert, Korean Central Presbyterian Church of Atlanta. December, Festival Sounds of the Season at The Church at Wieuca. Any other guest performing opportunity that is presented.		
143. Theatre du Reve, Inc.	4	\$19,150.00	\$6,894.00
PROJECT	2025 will see the return of our in-person Salon events, which haven't taken place in that form since 2020, this February; a first-ever French translation of Lauren Gunderson's play about Enlightenment Era scientist and philosopher Émilie du Châtelet in March; and a workshop reading of a newly commissioned play about Bessie Coleman, the first African American woman and first Native American to hold a pilot license, in May. Our March production will be part of the 2025 Atlanta Science Festival, a new partnership we're excited to explore. Our programming exposes Atlanta audiences to Francophone playwrights and literature they might otherwise never see from throughout the Francophone world. We are the longest-running - and one of the only - professional French-language theatres in the U.S.		
144. Theatrical Outfit	4	\$50,000.00	\$16,000.00
PROJECT	All programs & shows held in AWP's new STUDIO 13, except outreach programs: Film School Conservatory-Jan-May, August-Dec 2025, Movie Musical Company-Pro Training program-Jan-May, August-Dec, 60 Live Performances of Plays, Musical Revues, Concerts, Improv Jan-Dec, Five Summer Performing Arts Camps - June & July 2025, Seminars for people w/disabilities - June 2025, Outreach programs/workshops in Retirement homes and immigrant communities, After School Enrichment Programs -Jan - March, Sept-Nov 2025, In School Theatre Program at the Howard School, for alternative learners. 8 Film Shorts w/original scripts, music, choreography-Filmed on location, 4 PSAs - filmed on location in Fulton, 22 Industry Pro Workshops, 4 Free Workshops, 25 Class Scholarships.		

ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION				
APPLICANT		DISTRICT	REQUEST	AWARD REC
145. Tobey Sanders		3	\$5,000.00	\$1,950.00
PROJECT	Ethereal Energy is a solo exhibit showcasing my art collection. Inspired by nature's light and shadow, my collection features dynamic mica textures and metallic accents. This project elevates my artistic career, demonstrating my expertise and innovation, and aims to inspire future artists.			
146. True Colors Theatre Company		6	\$45,000.00	\$14,400.00
PROJECT	To present our 22nd season, Blackness Is Not A Monolith, which examines the ways Blackness permeates global cultures and subcultures-intersecting not only with a variety of ethnicities and races, but also with artistic movements, religions and geographies. The season includes Next Narrative Monologue Competition Atlanta Regionals. Jaja's African Hair Braiding by Jocelyn Bioh at the Southwest Arts Center. Ain't No Mo' by Jordan E. Cooper at venue TBD Tank Stranger by James Ijames at Southwest Arts Center. Community Engagement events including True Talks and MARTA ArtBound.			
147. Twinhead Theatre		4	\$17,321.80	\$6,230
PROJECT	To present the Atlanta Fringe Festival, featuring 54* theatrical productions performing a total of six times each during the week, in addition to free kids-focused performances and activities in partnership with the East Atlanta Kids Club. We'll also host the annual Fringe Audio program with 24 audio productions streaming for free from our website or any popular podcast platform (Spotify, Apple, etc). An additional six productions will be hosted at venues outside Fulton County.			
148. UAE Youth Artists Program		4	\$6,500.00	\$1,900.00
PROJECT	To present a showing of the stage play held at the City of South Fulton Arts Center in the community to discuss mental health, and to present a short film with one watch party targeting residents in South Fulton County. The target date for the stage play viewing will be March 2024 and the target date to record the short film will be by the end of December 2025. Watch parties for the film and discussion sessions for will be held at Club E Atlanta which is located in District 6 South Fulton County in December 2025.			
149. Voices of Note		4	\$21,260.00	\$8,929
PROJECT	As a part of our Harmony and Diversity series, the "Phoenix Rising" project will offer workshops on intro to vocal techniques, choral singing, BIPOC (Black, Indigenous, People of Color), Women & LGBTQIA+ (Lesbian, Gay, Bi, Trans, Queer, Intersex, Asexual) history in music, tailored for high school choirs, colleges students, and interested Fulton County community residents; and will culminate with a free joint concert performed by AGMC/AWC members and participants.			
150. VOX Teen Communications		4	\$50,000.00	\$16,000.00
PROJECT :	To provide a free, accessible afterschool and summer arts program for Fulton County teens ages 13-19 from January-December 2025. This program will include skill-building opportunities, self-expression workshops, coverage opportunities, community showcases, poetry programs and leadership development. Teens will be supported by adult staff and volunteer mentors in creating their own original content that is published digitally on VOXATL.org and social media channels and in our print publications. We will use a hybrid model with both virtual and in-person activities. The majority of in-person activities will take place at VOX's downtown Atlanta program space. We will participate in community events with partner organizations and host our own events at artistic venues throughout Fulton County.			
151. Whole World Theatre Company		3	\$50,000.00	\$18,000.00
PROJECT	To provide experiences that promote comedy and connection for company members, students, and audiences regardless of age, race, gender, sexual orientation, or ability (January - December 2025).			

ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION				
APPLICANT		DISTRICT	REQUEST	AWARD REC
152. William Breman Jewish Heritage Museum		3	\$50,000.00	\$18,500.00
PROJECT	Throughout 2025, The Breman will present 25+ arts and cultural programs including exhibitions, concerts, performances, artist/author talks, and workshops that appeal to diverse audiences and provide meaningful and memorable experiences. Activities and events will be held at The Breman, online, and at a variety of partner venues.			
153. Windmill Arts Production Inc.		6	\$5,000.00	\$1,000.00
PROJECT :	Resident Artist Program: providing 10 emerging arts organizations (Resident Artists) with physical space in a state-of-the-art black box theatre and multi-purpose white box studio at Windmill Arts, artistic guidance, technical, and production expertise and marketing support to develop, rehearse, and perform their new works throughout 2025. Community Workshops: providing physical space and marketing support for the Resident Artists to host community-based workshops and training in the Resident Artist's unique style throughout 2025. The curation of a Short Play & Film Festival that provides selected new, unproduced short plays with a producer, director, actor(s), and technical support for a week-long run of performances and week-long screenings for selected new short films.			
154. Working Title Playwrights, Inc.		3	\$15,000.00	\$5,400.00
PROJECT	WTP focuses its support on the needs of the playwright with the goal of creating brave and safe spaces that nurture new work and enhance Atlanta's theatre community. 2025 general operating support will help Working Title Playwrights: To be a cornerstone for new work development in the region with 84 events held throughout the year. Services include play development labs; workshops, public readings; dramaturgy services; curriculum resources; collaborations with producers; networking opportunities; and professional development, education, and outreach programming like master classes, podcasts, and workshops. To serve 3,500 members of the cultural community, including 100 playwrights and 95 actors.			
155. Youth Ensemble of Atlanta		4	\$15,000.00	\$5,400.00
PROJECT	The Performance Workshop Training Program (PWTP) is YEA's flagship program. Young people ages 8 to 23 will receive weekly year-round instruction in music, dance, and drama that will culminate in the creation and performance of an original musical drama that addresses a subject that is relevant to their lives. Past subjects have included racism, HIV/AIDS, the school-to-prison pipeline, drugs and alcohol, cultural identity, child sex trafficking, and many others. The PWTP has been at the heart of YEA's curriculum for decades.			
SUBTOTAL	ORGANIZATIONS RECOMMENDED FOR A SECOND AWARD ALLOCATION		\$4,456,292.88	\$1,568,316

ORGANIZATIONS/APPLICANTS NOT AWARDED UNDER THE \$1.3 MILLION DOLLAR RECOMMENDATIONS				
	APPLICANT	DISTRICT	REQUEST	AWARD REC
	1. Afreen Khundmiri	1	\$5,000.00	\$2,400.00
PROJECT	To present "Roots & Rhythm: A Celebration of Union" will be a one-day event incorporating visual art forms, dance and music performances and fashion. This non-religious themed event will give Fulton County audiences a glimpse into the vibrant wedding celebrations from different cultures, through the arts.			
	2. Atlanta Contemporary Music Collective, Inc.	4	\$2,215.25	\$2,000.00
PROJECT	To present a concert series of nine (9) free and ticketed performances in Fulton County and Metro Atlanta running from January 2025 - December 2025.			
	3. Atlanta Educational Telecommunications Collaborative, Inc.	3	\$50,000.00	\$22,000.00
PROJECT	- To produce and air 250 new CITY LIGHTS episodes and broadcast them weekdays on WABE 90.1 at 1:00 pm and 10:00 pm, for a total of 500 airings during fiscal year 2025. - To make each show available in podcast format on-demand at WABE.org and through all major podcast platforms. - To showcase at least 500 individuals and organizations during the fiscal year through radio features, on-air performances, interviews and web-based content.			
	4. B-Aware Foundation	4	\$33,525.00	\$15,422.00
PROJECT	- To present a mural series titled (Affirmations Across America) targeting residents of Fulton County. We aim to create seven murals in select Fulton County schools, daycares, and private business locations. We aim to present the city with positive visual reinforcement during negative times! (4/25-12/25). - To distribute art supplies and Sam Flax gift cards to students and people interested in the arts. (1/25-12/25) - To paint murals at Innovation Academy, Bunch Middle School, Washington High, Douglass High, & Trap City Cafe + A few undecided locations (4/25-12/25) - To record the mural-making process and use the content to inspire new artists (4/25-12/25)			
	5. Black American Music Foundation, Inc.	3	\$2,500.00	\$2,000.00
PROJECT	Provide music and life lessons for kids ages 5-11 programming will begin with a tentative date for Monday, 16 June 2025 through Friday, 20 June 2025. CAMP BAM will be located at the Ray Charles Performing Arts Center, located on the historic campus of Morehouse College in Atlanta, Georgia. RAYPAC is a state-of-the-art			

ORGANIZATIONS/APPLICANTS NOT AWARDED UNDER THE \$1.3 MILLION DOLLAR RECOMMENDATIONS				
APPLICANT		DISTRICT	REQUEST	AWARD REC
6. Bloody Peach Film Festival		5	\$39,300.00	\$18,078.00
PROJECT	To organize networking events from March 2025 to August 2025 aimed at filmmakers, visual effects artists, and makeup artists to promote industry connections and collaboration. - To conduct public film screenings of both short and feature-length horror and science fiction films, followed by question-and-answer sessions with cast and crew from May 2025 to July 2025. - To present the Bloody Film Festival Filmmaker Talk in April 2025 and the Bloody Peach Artist Talk in September 2025. - To host the Bloody Peach Film Festival, offering both in-person and virtual attendance options in October 2025. - To facilitate an event titled "An Evening with Rhonda Mormon and Michael Chenevert," which will include live question-and-answer discussions with actors from "Wicked City" and "Terror Lake"			
7. Cabbagetown Initiative		4	\$50,000.00	\$23,500.00
PROJECT	To create a series of mural installations in Cabbagetown, Atlanta's oldest mill village. From the exterior of Fulton Cotton Mill, along the CSX Hulsey Yard wall (Wylie Street), to Krog Tunnel, the Cabbagetown Initiative conducts four major art installations, supplemented by literary accessibility outreach (creative audio descriptions of the murals). April, August, September, & December 2025 will see Cabbagetown's Forward Warrior project coordinate a newly synthesized series of artist engagement and audience participation that will continue to delight visitors from around the world.			
8. Chopin Society		1	\$7,380.00	\$3,395.00
PROJECT	To present a piano recital by a prize-winning international pianist, Martin Garcia Garcia, on September 21, 2025, at the Woodruff Art Center, and piano Master Classes by the same pianist.			
9. City of College Park		4	\$25,000.00	\$21,500.00
PROJECT	To provide scheduled cultural arts programming throughout the year every month. Scheduling programming to include the following: 1. Black History Program artistic performances 2. Women's History Month with a community music performance with College Park Main Street Association Wine Stroll 3. Older American Month celebration of seniors' artistic performances 4. Artist performance with celebration for Juneteenth 5. Music Festival 6. Hispanic Heritage Month performance 7. Artist performance with Senior Thanksgiving program 8. Annual Light Up College Park with Tinsel Trail with performing artists			

ORGANIZATIONS/APPLICANTS NOT AWARDED UNDER THE \$1.3 MILLION DOLLAR RECOMMENDATIONS				
APPLICANT		DISTRICT	REQUEST	AWARD REC
10. Creative Hands Youth Project		5	\$5,000.00	\$2,400.00
PROJECT	To implement a year-long program aimed at equipping youth in underprivileged communities with hands-on creative skills such as sewing, carpentry, drawing, and other artistic crafts. These programs are designed to foster artistic expression, develop entrepreneurial opportunities, and provide pathways to self-sufficiency for participants. Activities, Goals, and Objectives The project will offer biweekly workshops over the contract period, divided into the following activities: • Creative Skills Workshops: Youth will attend hands-on classes in sewing, carpentry, and drawing, culminating in completed personal or group projects. • Entrepreneurship Sessions: Participants will learn how to turn their skills into businesses, covering topics such as pricing, branding, and marketing. • Art Showcases: Quarterly exhibitions will highlight student projects, allowing them to display and sell their work. • Mentorship Programs: Local artists and professionals will provide guidance to inspire participants.			
11. Eddie Farr		5	\$2,500.00	\$1,050.00
PROJECT	To create forced-perspective 3D digital artwork for select billboards in downtown Atlanta, specifically at 2 Andrew Young International Boulevard NW and 75 M.L.K. Jr Dr SW. These dual 90° screen billboards provide a unique platform for immersive visuals that manipulate perspective to create striking three-dimensional illusions. The project aims to transform these urban spaces into dynamic works of art, enhancing Atlanta's cultural vibrancy and showcasing cutting-edge public art innovation. To develop best practices, guidelines, and templates to make this medium more accessible to other artists, democratizing the creation of forced-perspective digital art. To create a workflow in Unity and offer tools for artists without a strong technical background, this initiative will encourage other artists to explore this type of art form. To present public workshops to Fulton County Audiences. (January - December 2025).			
12. majid araim		6	\$5,000.00	\$2,300.00
PROJECT	To produce Cloud Inhabitants and Subterranean Forests an opera taking place in Otherwhere complete with orchestra, cast, costumes, and props.(January-October 2025) The set design will be inspired by the natural world and created with materials sourced thereof, including branches, leaves, and dirt. Parts of the stage will be prepared with special contact microphones to amplify the movement of the cast creating a percussive element that will inform the orchestra's musicality propelling the narrative. To present 2-3 performances November of 2025.			
13. Marcus Hopkins-Turner		6	\$5,000.00	\$2,400.00
PROJECT	To develop and produce AGBGG a film that uses a backdrop of fantasy to describe my perceived black male experience. To present a public screening and talk-back session. (January-December 2025)			

ORGANIZATIONS/APPLICANTS NOT AWARDED UNDER THE \$1.3 MILLION DOLLAR RECOMMENDATIONS				
	APPLICANT	DISTRICT	REQUEST	AWARD REC
14	Quality Living Services, Inc.	6	\$6,000.00	\$2,760.00
PROJECT	To provide quality arts education classes for senior citizens and 8 inspiring performances by senior citizens comprising the QLS Handbell Choir, QLS Ballroom Dancers, Chorus and Line Dancers throughout the year (January 1 - December 31, 2025)			
	15. Roswell Organizational for Community Development	2	\$8,000.00	\$3,680.00
PROJECT	Galvanize ArtAround as the central theme to all arts activity of Roswell Arts Fund through: * Continue twice monthly Pop Up Performance series expanding more affordable price points (Jan - Dec 2025) * Continue - lead art calls and installations for private businesses and organizations seeking public art, locations TBA (Jan - Dec 2025) * New - partnership with Chattahoochee Nature Center for re-envisioned Festival of the Painted Rock (Festival dates in August 2025)			
	16. The Trey Clegg Singers, Inc. on Behalf of Kanjani	5	\$2,500.00	\$2,000.00
PROJECT	To provide a safe inclusive space where youth can explore their identities, cultivate mindfulness, and be equipped with the tools to turn their potential into purpose through music. To present a choral performance at the culmination of a year-long study and training. (January – December 2025)			
	17. Therapeutic Artists Resource	6	\$5,000.00	\$2,400.00
PROJECT	To host a 3-Day Therapeutic Art Party (TAP) with 10-15 interactive installations in November 2025. To pilot the TAR Studio, an open community space with an interactive art altar and public access hours from February - December 2025. To provide monthly TAR Community Collective meetings and quarterly community activation events, engaging Fulton County residents throughout 2025. To offer free or low-cost arts-based therapeutic workshops and resources, including guidebooks, videos, and podcast, available year-round. To expand the advancement team to secure grants and corporate sponsorships, ensuring sustainable capital for these initiatives in 2025.			
	18. Wedge, Inc.	3	\$5,000.00	\$2,400.00
PROJECT	To produce a series of (6) free artist-led, hands-on arts technology programs targeting residents of Fulton County. Three programs will be held at Fulton County's Public Arts Futures Lab in February, August, and December 2025. Three programs will be held at Subsume Studios in Downtown Atlanta in March, May, and September 2025.			
SUB TOTAL	ORGANIZATIONS/APPLICANTS NOT AWARDED UNDER THE \$1.3 MILLION DOLLAR RECOMMENDATIONS		\$258,920.25	\$131,684



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0787

Meeting Date: 10/15/2025

Department

Public Works

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

Request approval to extend an existing contract - Department of Public Works, RFP# 19RFP090419K-DB, Operation & Maintenance Service for Wastewater Facilities & Pump Stations in the North Fulton Service Area, for 57 days and in the amount not to exceed \$3,506,212.72, with Veolia Water North America-South, LLC (Atlanta, GA) to provide reliable, uninterrupted operation of the water and wastewater system operations and maintenance management systems in the North Fulton service area. This extension will be effective November 4, 2025 through December 31, 2025.

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

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background *(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:

Veolia Water North America-South LLC currently provides operation and maintenance services for

the Fulton County owned facilities & pump stations in the North Fulton Service Area, which consists of three (3) Water Reclamation Facilities, twenty-eight (28) wastewater pumping stations, forth-six (46) air release valves, and five (5) potable water pump stations. The contract was initially awarded by the Board of Commissioners on February 19, 2020, as BOC Agenda #20-0133 with an initial term of the contract between July 6, 2020, through July 5, 2025. A 120-day extension was approved by the Board of Commissioners on June 18, 2025 as BOC Agenda #25-0477 that resulted in the contract date being extended to November 3, 2025.

This second extension will continue the same three financial elements of the original contract, which include a Fixed Base Service Fee, Maintenance Allowance, and Contingency Allowance. Additional information regarding each of the three financial elements is below:

- The Fixed Service Fee is the amount charged by the contractor to operate and maintain all of the North Fulton Managed Assets in compliance with the terms of the contract.
- The Maintenance Allowance will be used to repair/replace major equipment or upgrade the Managed Assets at the County's sole discretion.
- The Contingency Allowance will be used to finance unforeseen and variable expenses during the term at the County's sole discretion.

Below is a table that shows the anticipated contract value during the 57-day extension using the pro-rated costs that were in place between January 1, 2025, through November 3, 2025:

Fixed Service Fee:	\$2,929,158.2
Maintenance Allowance:	\$486,889.6
Contingency Allowance:	\$90,164.7
Total 57-day Value:	\$3,506,212.7

This contract extension will allow for Veolia Water North America-South to continue to operate these facilities while Public Works continues to review the proposals received as part of RFP #25RFP06272025K-DB that covers the operation and maintenance services as part of a new 5-year contract.

Community Impact:

The treated wastewater at these facilities is ultimately discharged to the Chattahoochee and Etowah Rivers. Having professionally run facilities allows for a healthy environment for economic and recreational activities along these rivers.

Department Recommendation:

The Department of Public Works recommends the extension of this contract with Veolia Water North America -South, LLC.

Project Implications:

Fulton County Public Works no longer has the resources to operate and maintain these assets since privatization was first implemented throughout the North Fulton Service Area in 1992. Therefore, it is

imperative that a contractor continues to provide uninterrupted wastewater treatment services on behalf of Fulton County Public Works.

Community Issues/Concerns:

Although there has been operational challenge at these facilities over the past five years, the plants current meets all EPD nutrient permit requirements

Department Issues/Concerns: The department believes that this vendor can continue to perform the services until the current procurement process has been completed.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0133	2/19/2020	\$8,728,340.00
FY Year 2021			\$18,166,470.00
FY Year 2022			\$18,711,464.00
FY Year 2023			\$19,272,808.00
FY Year 2024			\$19,850,992.00
FY Year 2025			\$10,475,341.00
FY 2024 Increase Spending	24-0847	12/4/2024	\$909,668.00
Extension #1	25-0477	6/18/2025	\$7,381,500.47
Extension #2		10/15/2025	\$3,506,212.72
Total Revised Amount			\$107,002,796.19

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

Contract Value: \$3,506,212.72

Prime Vendor: Veolia Water North America North/Khafra Operation Services (FC) (50/50)

JV

Prime Status: African America Male Business Enterprise

Location: Atlanta, GA

County: Fulton County

Prime Value: \$1,896,510.46 or 54.09%

Subcontractor: Amtech Drive

Subcontractor Status: Asian American Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: \$11,921.12 or 0.34%

Subcontractor: Jackson Janitorial & Facilities Maintenance, LLC (Bateman & Styles, LLC)
Subcontractor Status: African American Female Business Enterprise
Location: Toccoa, GA
County: Stephens County
Contract Value: \$14,726.09 or 0.42%

Subcontractor: Custom Klimages
Subcontractor Status: Non-Minority
Location: Canton, GA
County: Cherokee County
Contract Value: \$9,466.77 or 0.27%

Subcontractor: D. Clark Harris
Subcontractor Status: White Female Business Enterprise
Location: Fayetteville, GA
County: Fayette County
Contract Value: \$80,993.51 or 2.31%

Subcontractor: Global Control Systems Inc.
Subcontractor Status: White Female Business Enterprise
Location: Smyrna, GA
County: Cobb County
Contract Value: \$16,479.20 or 0.47%

Subcontractor: Khafra Engineering Consultants, Inc.
Subcontractor Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: \$328,882.75 or 9.38%

Subcontractor: Let Us Love Your Lawn
Subcontractor Status: African American Female Business Enterprise
Location: Stone Mountain, GA
County: DeKalb County
Contract Value: \$68,721.77 or 1.96%

Subcontractor: Slater Infrastructure Group d/b/a Multi-Energy Group, LLC
Subcontractor Status: African American Female Business Enterprise
Location: Alpharetta, GA
County: Fulton County

Contract Value: \$328,882.75 or 9.38%

Subcontractor: Prime Power

Subcontractor Status: White Female Business Enterprise-Certified

Location: Austell, GA

County: Cobb County

Contract Value: \$21,037.28 or 0.60%

Subcontractor: Waste Eliminator, Inc

Subcontractor Status: Non-Minority

Location: Peachtree Corners, GA

County: Gwinnett County

Contract Value: \$728,591.00 or 20.78%

Total Contract Value: \$3,506,212.72 or 100.00%

Total Certified Value: \$1,819,899.71 or 51.91%

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)*

David Clark, Director, Public Works, 404-612-2804

Fiscal Impact / Funding Source

Funding Line 1:

201-540-5458-1160 Water & Sewer Revenue Fund, professional Services- \$277,278.19

Funding Line 2:

201-540-5462-1160 Water & Sewer Revenue Fund, professional Services- \$378,489.58

Funding Line 3:

201-540-5463-1160 Water & Sewer Revenue Fund, professional Services- \$2,020,175.90

Funding Line 4:

201-540-5476-1160 Water & Sewer Revenue Fund, professional Services- \$788,994.29

Funding Line 5:

201-540-5451-1160 Water & Sewer Revenue Fund, professional Services- \$41,274.76

Key Contract Terms	
Start Date: 11/4/2025	End Date: 12/31/2025
Cost Adjustment: N/A	Renewal/Extension Terms: No options remain

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

Choose an item.

Report Period Start: **Report Period End:**



AMENDMENT #3 CONTRACT TO
FORM

#19RFP090419K-DB

OPERATIONS & MAINTENANCE SERVICES FOR
WASTEWATER FACILITIES & PUMP STATIONS IN THE
NORTH FULTON SERVICE AREA

For

DEPARTMENT OF PUBLIC WORKS

AMENDMENT NO. 3 TO FORM OF CONTRACT

Contractor: Veolia North America, LLC

Contract No.: 19RFP090419K-DB, Operation & Maintenance Services for Wastewater Facilities & Pump Stations in the North Fulton Service Area

Address: 387 18th Street, NW
City, State Atlanta, GA 30363

Telephone: 678-925-6057

Email: joseph.tackett@veolia.com

Contact: Joseph Tackett,
Senior Vice President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Veolia North America, LLC., to provide operation and maintenance services at wastewater facilities and pump stations in North Fulton, dated 19th day of February 2020, on behalf of the Department of Public Works; and

WHEREAS, the County wishes to extend the existing contract to provide reliable, uninterrupted operation of the water and wastewater system operations and maintenance management systems in the North Fulton service area; 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 October 15, 2025, BOC Item .

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

This Amendment No. 3 to Form of Contract is effective November 4, 2025, through December 31, 2025, or until services are no longer required as determined by Fulton County. This Amendment is entered into by and between Fulton County and Veolia North America, LLC, who agree that all services specified shall be performed in accordance with this Amendment No. 3 and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** Veolia Water North America operates all of the North Fulton assets, including 3 wastewater treatment facilities, all wastewater lift stations, and all water pump stations. The extension will continue the same three financial elements of the original contract - a Fixed Base Service Fee, Maintenance Allowance, and Contingency Allowance. This contract extension will allow for Veolia Water North America-South to continue to operate these facilities without interruption.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor in an amount not to exceed \$3,506,212.72 (Three Million Five Hundred Six Thousand Two Hundred Twelve Dollars and Seventy-Two Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 3 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 3 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 3 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONTRACTOR:

VEOLIA NORTH AMERICA, LLC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Joseph Tackett
Senior Vice President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

David Clark, Director
Department of Public Works

Performance Evaluation Details

ID	E3
Project	Operation & Maintenance (O&M) Services for Camp Creek Managed Assets
Project Number	16RFP071816K-DJ
Supplier	Veolia Water North America – South, LLC
Supplier Project Contact	Joseph A. Tackett (preferred language: English)
Performance Program	Construction Services
Evaluation Period	10/04/2024 to 01/03/2025
Effective Date	01/27/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	01/27/2025 03:40 PM EST
Completion Date	01/27/2025 03:40 PM EST
Evaluation Score	70

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

SCHEDULE

14/20

Rating

Satisfactory: Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

Comments

Meet Schedules most of the time.

BUDGET MANAGEMENT

14/20

Rating

Satisfactory: Design within budget. Reasonable pricing on Scope Changes and processed in a timely manner.

Comments

Performance: meets satisfactorily.

OVERALL CONSTRUCTION PROJECT MANAGEMENT

14/20

Rating

Satisfactory: Acceptable understanding of project objectives and requirements.

Comments

Meets requirements.

COST CONTROL

14/20

Rating

Satisfactory: Claims process and timeframes for resolution documented and meet the Contract requirements. Consistent, fair, and accurate tracking and forecasting of budgets.

Comments

Meets requirements.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

14/20

Rating

Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the the User Department's satisfaction.

Comments

Meets requirements.

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0788

Meeting Date: 10/15/2025

Department

Behavioral Health and Development Disabilities

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

Request approval of a Subrecipient Agreement with Applied Research Services, Inc. (ARS) as the Evaluator for the Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) FY 2023 Behavioral Health Partnership for Early Diversion of Youth Grant in the amount of \$35,935.00. Effective September 30, 2023 to September 29, 2028. 100% Grant funded.

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

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

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background: The Fulton County Department of Behavioral Health and Developmental Disabilities (DBHDD), in partnership with the Fulton County Juvenile Court (FCJC) and Fulton County Schools (FCS), proposes this Youth Diversion Program (YDP) to provide early diversion services to 1,080 youth with a mental illness or co-occurring disorder (COD) who are involved with, or at risk of being involved with, the justice system. YDP will target middle and high school children aged 13-18, specifically those attending schools in South Fulton County, Georgia. Fulton County is situated within the Atlanta, Georgia Metropolitan area and spans 526 square miles, including the affluent suburbs of North metro Atlanta and the impoverished neighborhoods south of

the state's capitol.

Scope of Work: To support the successful diversion of Fulton County youth from the justice system, DBHDD will provide case management, mental health services, and tutoring to a total of 1,080 moderate-high risk youth over five years. Screenings, assessments, and services provided will be evidence-based, trauma-informed, and recovery-oriented. To achieve this, DBHDD will develop a comprehensive plan of services to be provided and/or referred to enrolled youth within 6 months of the grant period, including a plan for case management; assertive community treatment; medication management and access; integrated mental health and co-occurring substance use disorder treatment; psychiatric rehabilitation; peer recovery support services; life skills training; housing placement; vocational training; education or job placement; primary health care; screening protocols/procedures to identify youth needs; procedures/ protocols for coordination with law enforcement, local crisis, and 988 systems; procedures/ protocols for direct transfer/warm hand off to behavioral healthcare; and procedures/protocols for follow-up/outreach to ensure diverted youth are connected to transition planning and services. The Case Manager will provide wraparound case management based on needs, such as exposure to trauma, criminogenic risk, current or past substance use, mental health disorders, as well as support and resources related to housing, education, income/employment, and benefits enrollment for both participating youth and families. The Clinician will provide individualized therapy for participants and their family members using Evidence-Based Practices (EBPs), tailored to the needs and goals identified in ISPs. Additional psychoeducation services will address cognitive restructuring, exposure, response prevention, behavior modification, communication skills, social skills, parent training, behavior activation, problem solving, aggression, self-control, problem-solving, social competencies, anger, violence, substance use, and antisocial behavior. YDP will operate two service programs for moderate-high risk youth, with voluntary enrollment and participation from clients. (Youth assessed as low risk will be referred to relevant external programs at DBHDD.) YDP's Risk Reduction program will receive referrals from FCS and FCJC's Diversion Unit of youth ages 13- 18 with a mental illness/COD assessed as moderate to high risk, using Youth Assessment & Screening Instrument (YASI) & Adverse Childhood Experiences (ACE). This program uses a Wraparound Services Model and will be offered as an intervention before the filing of a Child in Need of Services (CHINS) case with FCJC, specifically targeting chronically absent or truant youth. PreCHINS intervention focuses on Restore & Reconnect Support with a three-pronged approach including family/home, school, and personal/community. Successful outcomes will be determined by goals outlined in youth ISPs, with overall goals to increase school attendance, school engagement, and community connection (i.e., social activities; connectedness to school; school activities, clubs, sports, tutoring; connection to Educational Advocate). YDP's Diversion program will receive referrals from FCJC's Diversion Unit of eligible youth ages 13-18 with a mental illness/COD assessed as moderate to high risk (using YASI) and will be offered as a diversion alternative to arrest. The program includes both individual and group-based services/activities including homework assistance, employment preparation, substance use prevention education, and behavioral health psychoeducation (e.g., Life Skills Training, Conflict Management, Anger Management & Mindfulness, Wellness & Self-Care, Coping with Grief & Loss, Higher Education Preparation, Employment Preparation, Coping & Support Training). Successful outcomes will be determined by goals outlined in youth ISPs, with overall goals to decrease mental health symptoms/substance use and justice involvement and increase social functioning, school attendance and performance, and family involvement/relationships. Successful program completion includes 85% program attendance, four or less program absences per month (exceptions made for

illness), maintain at least C average in school, and no other criminal cases or behavioral infractions during enrollment. FCJC can request an enrollment extension for youth who do not successfully complete the program within 90 days.

Community Impact: Fulton County, through DBHDD desires to support the successful diversion of Fulton, County youth from the justice system.

Department Recommendation: Recommend approval of the Subrecipient Agreement with Applied Research Services, Inc. (ARS) as the Evaluator for the Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA).

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

461-755-EDAY-1160: Grants, BHDD, Professional Services



Recipient Information	Federal Award Information																										
1. Recipient Name COUNTY OF FULTON 141 PRYOR ST SW ATLANTA, GA 30303	11. Award Number 5H79SM089493-02																										
2. Congressional District of Recipient 05	12. Unique Federal Award Identification Number (FAIN) H79SM089493																										
3. Payment System Identifier (ID) 1586001729A7	13. Statutory Authority Sec. 520G of the PHS Act, (42 U.S. Code § 290bb-38)																										
4. Employer Identification Number (EIN) 586001729	14. Federal Award Project Title Youth Diversion Program																										
5. Data Universal Numbering System (DUNS) 133894167	15. Assistance Listing Number 93.243																										
6. Recipient's Unique Entity Identifier J3Y1XYZYUFQ5	16. Assistance Listing Program Title Substance Abuse and Mental Health Services_Projects of Regional and National Significance																										
7. Project Director or Principal Investigator Afrika Cotton afrika.cotton@fultoncountyga.gov	17. Award Action Type Non-Competing Continuation																										
8. Authorized Official Sharon Whitmore sharon.whitmore@fultoncountyga.gov 404-612-7385	18. Is the Award R&D? No																										
Federal Agency Information	<table border="1"><thead><tr><th colspan="2">Summary Federal Award Financial Information</th></tr></thead><tbody><tr><td colspan="2">19. Budget Period Start Date 09/30/2024 – End Date 09/29/2025</td></tr><tr><td>20. Total Amount of Federal Funds Obligated by this Action</td><td>\$330,000</td></tr><tr><td>20a. Direct Cost Amount</td><td>\$280,942</td></tr><tr><td>20b. Indirect Cost Amount</td><td>\$49,058</td></tr><tr><td>21. Authorized Carryover</td><td></td></tr><tr><td>22. Offset</td><td></td></tr><tr><td>23. Total Amount of Federal Funds Obligated this budget period</td><td>\$330,000</td></tr><tr><td>24. Total Approved Cost Sharing or Matching, where applicable</td><td>\$82,561</td></tr><tr><td>25. Total Federal and Non-Federal Approved this Budget Period</td><td>\$412,561</td></tr><tr><td colspan="2"> </td></tr><tr><td colspan="2">26. Project Period Start Date 09/30/2023 – End Date 09/29/2028</td></tr><tr><td>27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period</td><td>\$825,212</td></tr></tbody></table>	Summary Federal Award Financial Information		19. Budget Period Start Date 09/30/2024 – End Date 09/29/2025		20. Total Amount of Federal Funds Obligated by this Action	\$330,000	20a. Direct Cost Amount	\$280,942	20b. Indirect Cost Amount	\$49,058	21. Authorized Carryover		22. Offset		23. Total Amount of Federal Funds Obligated this budget period	\$330,000	24. Total Approved Cost Sharing or Matching, where applicable	\$82,561	25. Total Federal and Non-Federal Approved this Budget Period	\$412,561			26. Project Period Start Date 09/30/2023 – End Date 09/29/2028		27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$825,212
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9. Awarding Agency Contact Information Darrell Russ Grants Specialist darrell.russ@samhsa.hhs.gov (240) 276-1517	28. Authorized Treatment of Program Income Additional Costs																										
10. Program Official Contact Information Mogens Baerentzen Program Official Mogens.Baerentzen@samhsa.hhs.gov 773-895-4843	29. Grants Management Officer - Signature Eileen Bermudez																										
30. Remarks Acceptance of this award, including the "Terms and Conditions," is acknowledged by the recipient when funds are drawn down or otherwise requested from the grant payment system.																											



FY2023 Early Diversion
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

Notice of Award

Issue Date: 06/25/2024

Center for Mental Health Services

Award Number: 5H79SM089493-02
FAIN: H79SM089493
Program Director: Afrika Cotton

Project Title: Youth Diversion Program

Organization Name: COUNTY OF FULTON

Authorized Official: Sharon Whitmore

Authorized Official e-mail address: sharon.whitmore@fultoncountyga.gov

Budget Period: 09/30/2024 – 09/29/2025

Project Period: 09/30/2023 – 09/29/2028

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$330,000 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF FULTON in support of the above referenced project. This award is pursuant to the authority of Sec. 520G of the PHS Act, (42 U.S. Code § 290bb–38) and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,
Eileen Bermudez
Grants Management Officer
Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 5H79SM089493-02**Award Calculation (U.S. Dollars)**

Personnel(non-research)	\$169,098
Fringe Benefits	\$53,520
Travel	\$9,000
Contractual	\$33,397
Other	\$15,927
 Direct Cost	 \$280,942
Indirect Cost	\$49,058
Approved Budget	\$412,561
Federal Share	\$330,000
Non-Federal Share	\$82,561
Cumulative Prior Awards for this Budget Period	\$0
 AMOUNT OF THIS ACTION (FEDERAL SHARE)	 \$330,000

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
2	\$330,000
3	\$330,000
4	\$330,000
5	\$330,000

Note: Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number: 93.243
EIN: 1586001729A7
Document Number: 23SM89493A
Fiscal Year: 2024

IC	CAN	Amount
SM	C96J396	\$330,000

IC	CAN	2024	2025	2026	2027
SM	C96J396	\$330,000	\$330,000	\$330,000	\$330,000

SM Administrative Data:

PCC: BHP-ED23 / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 5H79SM089493-02

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 5H79SM089493-02

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

SECTION IV – SM SPECIAL TERMS AND CONDITIONS – 5H79SM089493-02

REMARKS

Continuation Award

1. This Notice of Award (NoA) is issued to inform your organization that the application submitted for the *Early Diversion (BHP-ED23)* program is being continued.

- o This award reflects approval of the revised budget submitted 2/06/2024 in response to a Request for Additional Materials (RAM).

2. Key Personnel

Key Personnel are listed below:

Africa Cotton, Project Director @ 50% level of effort
Kevin Baldwin, Evaluator @15% level of effort
John Speir, Evaluator @ 5% level of effort
Sharon Johnson, Evaluator @ 5% level of effort

Organizations receiving Federal Funds may not exceed 100% level of effort for any program staff member (Key Personnel or otherwise) across all federally funded sources.

Any changes to Key Personnel including level of effort involving separation from the project for any continuous period of three months or longer, or a reduction in time dedicated to the project of 25% or more requires a prior approval and must be submitted as a postaward amendment in eRA Commons.

Note: If an organization is awarded a grant and chooses to move forward with hiring an individual for a Key Personnel position before receiving SAMHSA's formal approval, this will be done at the organization's own risk.

For additional information on how to submit a post-award amendment, please visit the SAMHSA website: <https://www.samhsa.gov/grants/grants-management/post-award-amendments>.

3. All responses to award terms and conditions and post award amendment requests must be submitted as .pdf documents in eRA Commons. For more information on how to respond to tracked terms and conditions or how to submit a post award amendment request please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading Grant Management Reference Materials for Grantees.

4. Recipients are expected to plan their work and ensure that funds are expended within the 12-month budget period reflected on this Notice of Award. If activities proposed in the approved budget cannot be completed within the current budget period, SAMHSA cannot guarantee the approval of any request for carryover of remaining unobligated funding.

STANDARD TERMS AND CONDITIONS

Annual Programmatic Progress Report

By **12/28/2025**, submit via eRA Commons.

The Programmatic Report is required on an annual basis and must be submitted as a .pdf to the View Terms Tracking Details page in the eRA Commons System no later than 90 days after the end of each 12-month budget period/incremental period.

The Annual Programmatic Report must, at a minimum, include the following information:

- o Data and progress for performance measures as reflected in your application regarding goals and evaluation activities.
- o A summary of key program accomplishments to-date.
- o Description of the changes, if any, that were made to the project that differ from the application for this budget period.
- o Description of any difficulties and/or problems encountered in achieving planned goals and objectives including barriers to accomplishing program objectives, and actions to overcome barriers or difficulties.

Note: Recipients must also comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the FOA or by

the Grant Program Official (GPO). This information is needed in order to comply with PL 102-62, which requires that Substance Abuse and Mental Health Services Administration (SAMHSA) report evaluation data to ensure the effectiveness and efficiency of its programs.

The response to this term must be submitted as .pdf documents in eRA Commons. Please contact your Government Program Official (GPO) for program specific submission information.

For more information on how to respond to tracked terms and conditions please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading **How to Respond to Terms and Conditions.**

Additional information on reporting requirements is available at <https://www.samhsa.gov/grants/grants-management/reporting-requirements>.

Annual Federal Financial Report (FFR or SF-425)

All financial reporting for recipients of Health and Human Services (HHS) grants and cooperative agreements has been consolidated through a single point of entry, which has been identified as the Payment Management System (PMS). The Federal Financial Report (FFR or SF-425) initiative ensures all financial data is reported consistently through one source; shares reconciled financial data to the HHS grants management systems; assists with the timely financial monitoring and grant closeout; and reduces expired award payments.

The FFR is required on an annual basis no later than **90 days after the end of each Budget Period**. The FFR should reflect cumulative amounts. Additional guidance to complete the FFR can be found at <http://www.samhsa.gov/grants/grants-management/reporting-requirements>.

SAMHSA reserves the right to request more frequent submissions of FFRs. If so, the additional submission dates will be shown below.

Your organization is required to submit an FFR for this grant funding as follows:

- o By **12/28/2025**, submit the Federal Financial Report (FFR)/(SF-425).
- o The grant recipient staff member(s) responsible for FFR preparation, certification and submission of the FFR must either submit a request for New User Access or Update User Access to the FFR Module as applicable. Refer to the PMS User Access website <https://pms.psc.gov/grant-recipients/user-access.html> for information on how to submit a New User Access, Update User Access or Deactivate User Access. You can also view PMS' Video on how to request new user access @ <https://youtu.be/kdoqaXfiuI0> and PDF resource with instructions on Requesting Access @ https://pms.psc.gov/forms/New-User-Request_Grantee.pdf
- o Instructions on **how to submit a FFR via PMS** are available at <https://pmsapp.psc.gov/pms/app/help/ffr/ffr-grantee-instructions.html> (The user must be logged in to PMS to access the link). Updates to the FFR instructions effective 4/1/2022 are also available @ <https://pms.psc.gov/grant-recipients/ffr-updates.html>
- o While recipients must submit the FFR in PMS, the FFR can also be accessed by connecting seamlessly from the eRA Commons to PMS by clicking the "Manage FFR" link on the "Search for Federal Financial Report (FFR)" page in eRA Commons, which will redirect to PMS. SAMHSA will not accept FFRs submitted by email or uploaded as an attachment into eRA. To access the "Manage FFR"

link in eRA Commons, the individual must be registered in eRA Commons and assigned the Financial Status Reporter (FSR) role for their organization. The individual assigned the FSR role is responsible for reporting the statement of grant expenditures for their organization. Refer to the page [Managing eRA User Accounts](#) on SAMHSA's website for instructions on how to assign a the FSR role.

If you have questions about how to set up a PMS account for your organization, please contact the PMS Help Desk at PMSSupport@psc.hhs.gov or 1-877-614-5533.

Note: Recipients will use PMS to report all financial expenditures, as well as to drawdown funds; SAMHSA recipients will continue to use the eRA Commons for all other grant-related matters including submitting progress reports, requesting post-award amendments, and accessing grant documents such as the Notice of Award.

Standard Terms for Awards

Your organization must comply with the Standard Terms and Conditions for the Fiscal Year in which your grant was awarded. The Fiscal Year for your award is identified on your Notice of Award. SAMHSA's Terms and Conditions webpage is located at: <https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

Standards for Financial Management

Recipients and subrecipients are required to meet the standards and requirements for financial management systems set forth in 45 CFR part 75 Subpart D. The financial systems must enable the recipient and subrecipient to maintain records that adequately identify the sources of funds for federally assisted activities and the purposes for which the award was used, including authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and any program income. The system must also enable the recipient and subrecipient to compare actual expenditures or outlays with the approved budget for the award. SAMHSA funds must retain their specific identity – they may not be commingled with non-federal funds or other federal funds. “Commingling funds” typically means depositing or recording funds in a general account without the ability to identify each specific source of funds with related expenditures.

Reasonable Costs for consideration

Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds according to “Reasonable Costs” consideration per 2 CFR § 200.404 and the “Factors affecting allowability of costs” per 2 CFR § 200.403. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

Consistent Treatment of Costs

Recipients must treat costs consistently across all federal and non-federal grants, projects and cost centers. Recipients may not direct-charge federal grants for costs typically considered indirect in nature, unless done consistently. If part of the indirect cost rate, then it may not also be charged as a direct cost. Examples of indirect costs include (administrative salaries, rent, accounting fees, utilities, office supplies, etc.). If typical indirect cost categories are included in the budget as direct costs, it is SAMHSA’s understanding that your organization has developed a cost

accounting system adequate to justify the direct charges and to avoid an unfair allocation of these costs to the federal government. Also, note that all awards are subject to later review in accordance with the requirements of [45 CFR 75.364](#), [45 CFR 75.371](#), [45 CFR 75.386](#) and [45 CFR Part 75, Subpart F](#), Audit Requirements.

Compliance with Award Terms and Conditions

FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH [45 CFR 75.371](#), REMEDIES FOR NON-COMPLIANCE AND [45 CFR 75.372](#) TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

Staff Contacts:

Mogens Baerentzen, Program Official

Phone: 773-895-4843 **Email:** Mogens.Baerentzen@samhsa.hhs.gov

Darrell Russ, Grants Specialist

Phone: (240) 276-1517 **Email:** darrell.russ@samhsa.hhs.gov

Fulton County, Georgia
Department of Behavioral Health and Developmental Disabilities
United States Department of Health and Human Services FY 23 Substance Abuse and Mental Health
Services Administration (SAMHSA) Grant

SAMHSA Grant SUBRECIPIENT AWARD

GRANT NUMBER: 2023- H79SM89493

THIS AGREEMENT (“Agreement”), entered into this ____ day of October, 2025, by and between Fulton County (hereinafter referred to as "County") a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (“BOC”), and **Applied Research Services, Inc. (ARS)** (hereinafter referred to as “Contractor” or “Subrecipient”).

W I T N E S S E T H:

WHEREAS, the County, on behalf of Fulton County Department of Behavioral Health & Developmental Disabilities, as the recipient of the United States Department of Health and Human Services FY 2023 Substance Abuse and Mental Health Services Administration (SAMHSA) Grant Award, through the Chairman of the Board of Commissioners of Fulton County (BOC), has been awarded grant funds initially approved by the BOC on July 12, 2023 (Agenda Item# 23-0441 – Ratification of the June 2023 Grants Activity Report) to provide Behavioral Health supportive services for diverted youth, as part of the granted FY2023-2024 - SAMHSA FY 2023 Behavioral Health Partnership for Early Diversion of Youth SM-23-012, hereinafter, referred to as the “Project”; and

WHEREAS, the County, has recommended funding to **ARS** to facilitate the approved program for a total not to exceed **\$35,935.00**, each grant year for the grant project period of 9/30/2023 through 9/29/2028 subject to the availability of federal funding; and

WHEREAS, Contractor has represented to the County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations; and

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

1. The Subrecipient acknowledges and agrees that the Special Conditions and other requirements attached hereto as Attachment “A” are a material part of this Agreement and are incorporated as part of the Agreement as if fully set forth herein.
2. Non-compliance of any of the Special Conditions contained within this document, by the authorized official, project officials and/or employees of this grant, may result in a recommendation by DBHDD that the award be suspended or terminated.

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

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

The United States Department of Health and Human Services (USDHHS), through its Center for Mental Health Services, has been delegated the responsibility for ensuring that recipients of federal financial assistance from the USDHHS 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 Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance.

CONTRACTOR SERVICES

Paragraph 1. The County retains Contractor and Contractor accepts retention by the County to render services, with all such services to be performed in the manner and to the extent required by the parties herein and as may hereafter be amended or extended in writing by mutual agreement of parties and as allowed in accordance with all applicable laws and/or regulations.

Paragraph 1.1. Contractor represents and the County acknowledges that **Applied Research Services, Inc.** shall render the services defined and required herein.

Paragraph 1.2. Contractor represents that **Kevin Baldwin** is authorized to bind and enter into this Agreement on behalf of Contractor. Contractor shall immediately notify the County in writing of any change in its authorized representative and to provide the name of the new authorized representative in writing.

Paragraph 1.3. Contractor shall not enter into any sub-contractual agreements for the provision of services defined and required herein without the expressed written approval of the County in advance.

MODIFICATIONS

Paragraph 2. No amendment to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Board of Commissioners and the Contractor's duly authorized representative noted in Paragraph 1.2.

Paragraph 2.2. No modification to the operational matters set forth in this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director of Fulton DBHDD or her designee and the Contractor's duly authorized fiscal designee and programmatic designee.

REPORTING REQUIREMENTS

Paragraph 3.1. Contractor agrees to track and provide data for tracking all individuals who receive services supported by SAMHSA Grant funds. In order to comply with the participation requirements, including reporting of all required variables for Fulton County DBHDD. Contractors will obtain a release of information from each of the treatment providers to adhere to HIPPA Guidelines.

Client data reports must be consistent with eligibility requirements specified by County, which demonstrates eligible clients are receiving allowable services.

Contractor must submit a plan and timeline for correcting errors, warnings, or alerts and an explanation for those which cannot/should not be corrected.

Paragraph 3.2. Contractor agrees to provide monthly expenditure and quarterly programmatic reports as described and requested by County to document progress toward implementation of the approved program activities and services in accordance with the requirements of the Fulton County DBHDD and other applicable regulations.

Paragraph 3.3. Contractor agrees to maintain and submit the necessary supporting documentation to verify the cost recorded in a monthly Cumulative Contract Expenditure Report.

Paragraph 3.4. Contractor(s) agree(s) that during the period of the Contract, it will participate, as requested by the County, in efforts to develop a standard approach and data set to address the data information requirements described below:

- Identifiers (e.g., first, last, middle names; Date of Birth; State Identification Number if available)
- Demographics (e.g., race, ethnicity, sex, marital status, years of education, employment status)
- Key dates (e.g., date of referral, date of intake, dates of service provision, date services ended)
- Type(s) of services provided (e.g., individual therapy, group therapy, psychoeducational groups, housing assistance, job training, assistance with benefits)
- Duration of services provided (e.g., start and end dates, dates of all contacts with clients)
- Discharge status (e.g., completion status - successful completion, did not complete and why)

ARS will have access to project data and will be responsible for creating and maintaining an individual-level program dataset that provides a chronological record of each participant's progression through the program. It will work closely with relevant stakeholder groups to understand and use data for planning and intervention purposes, determine barriers to diversion and service utilization, and craft appropriate, responsive, and effective solutions. The ARS team will compile process and performance data for the Project Coordinator to complete quarterly Performance Measurement Tool (PMT) reports and semiannual goals and objectives progress reports to USDHHS. The Project Coordinator will create a monthly data tracking spreadsheet to facilitate quarterly and semiannual reporting, and will enter data on the partnership activities, training, and technical assistance. Once the data is finalized and approved by ARS, the Project Coordinator will complete and upload the report to the Grants Management System. Data sources will include law enforcement, the jails, prosecutors, service providers, county-wide overdose statistics from the Fulton County Medical Examiner, partner collaboration observations, and interviews with participants and partners. ARS will work with the core partners and representative stakeholder groups to secure data to identify and track project participants. ARS will help create data sharing agreements to collect diversion data from respective sources that comply with IRB requirements, HIPAA regulations, and other protocols to protect client confidentiality and personally

identifying information. At each partner meeting, the agenda will include time allotted to identify and discuss barriers to accessing data. ARS already has access to the state criminal history repository as well as data from the Georgia Department of Corrections and Georgia Department of Community Supervision.

Paragraph 3.5. Contractor agrees that it will participate in the Planning Council Evaluations Committee's survey to assess the effectiveness of the administrative mechanisms. Surveys shall be completed by the fiscal designee and the programmatic designee. Survey responses shall be submitted prior to the deadline specified by the Evaluations Committee.

COMPENSATION FOR SERVICES/ TERM

Paragraph 4. Subject to the availability and disbursement of federal funds, the approved services described herein shall be performed by Contractor for an allocation of SAMHSA funds, in an amount not to exceed **\$35,935.00**, each grant year for the five (5) year grant project period of 9/30/2023 through 9/29/2028, subject to the availability of federal funding. The actual amount awarded to the Contractor at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 4.2. Contractor shall provide County with projected spending plans detailed in a Budget Spend Plan and attached hereto.

Paragraph 4.3. The Budget Spend Plan attached to this Agreement is a complete, approved budget for expenditures of all SAMHSA funds awarded pursuant to this Agreement and may hereafter be amended or extended in writing by mutual agreement of parties prior to expenditure of funds.

Paragraph 4.4 Contractor shall use the SAMHSA funding only for the following:

- Expand access for people who are criminal justice system-involved by referring them to substance use treatment, recovery housing, and supportive service providers
- Provide quarterly trainings to police officers and prosecutors on principles of harm reduction and how to identify and divert priority candidates for PAD referrals
- Provide diversion services, care navigation, and service placement to 50 unique individuals in Year 1 and 100 unique individuals in Years 2 and 3 (250 total during grant period)
- Provide eligible low-income project participants with recovery and transitional housing for up to 24 months
- Provide client assistance funds for transportation and cell phones, averaging \$150/participant

Funds CANNOT be used for:

- Prizes, rewards, entertainment, trinkets, or any other monetary incentives
- Client stipends
- Gift cards
- Purchase vehicles
- Food and beverages

Paragraph 4.5. Except as otherwise provided for in this Agreement, County will, within thirty (30) calendar days transmit (by posting in U.S. Mail) or appropriately approved electronic funds transfer (EFT) Contractor payments called for under this Agreement after receipt of a correct monthly Cumulative Contract Expenditure Report, required documentation and the electronic spreadsheet which are within the approved budget and

provided that Contractor is not currently in default under any of the terms of this Agreement. Contractor agrees that reimbursement requested under the terms of this Contract shall be made based upon actual expenditures incurred and not upon budgeted amounts.

Paragraph 4.6. If, in the County's opinion, the Contractor fails to provide all necessary and appropriate documentation required pursuant to this Agreement, as identified to the Contractor by the County, the County shall have the authority to delay the processing and payment of any or all SAMHSA funds until such documentation has been satisfactorily submitted.

Paragraph 4.7. If, in the County's opinion, the Contractor submits inaccurate expenditure requests (e.g., line-item requests which exceed the approved amount, line-item requests for items which have not been approved, etc.), the County shall have the authority to delay the processing of any or all SAMHSA payments until such time that the errors have been corrected.

Paragraph 4.8. The budget total may not be exceeded; however, a plus or minus deviation of 10% within budget categories (i.e. personnel, supplies) is authorized.

Paragraph 4.9. TERM. The Agreement is effective upon execution by all parties, and shall run through September 29, 2028, unless earlier terminated upon written notice. The payment period for eligibility for payments from the grant utilized in funding this Agreement is effective for the duration of the grant project period of September 30, 2023 through September 29, 2028, subject to the availability of federal funding, but shall not extend beyond September 29, 2028.

ACCURACY OF WORK

Paragraph 5. Contractor shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Contractor of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Contractor shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Contractor. Contractor shall give immediate attention to these changes so there will be a minimum of delay to others.

REVIEW OF WORK

Paragraph 6. Authorized representatives of County may at all reasonable times review and inspect project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Contractor, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Contractor of its professional obligation to correct, at its expense, any of its errors in work.

Paragraph 6.1. County may request at any time and Contractor shall produce progress reports or copies of any work as performed under this Agreement. Refusal by Contractor to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Contractor until Contractor complies with County's request in this regard. County's review recommendations shall be incorporated into the reports by Contractor.

Paragraph 6.2. Contractor agrees to participate in site visits/programmatic reviews conducted by the County Staff. Contractor agrees to ensure that programmatic and fiscal designees and other appropriate staff as requested by the County are in attendance at all site visits and that all requested documentation is provided including descriptions of accounts payable systems and policies. Unannounced site visits may also be conducted by the County when the County deems appropriate. Contractor must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County.

Paragraph 6.3. Contractor agrees to participate in Title VI site visits/programmatic reviews conducted by the County Staff including the Fulton County's Office of the County Auditor. Contractor agrees to ensure that agency's Title VI Coordinator and other appropriate staff as requested by the County are in attendance at all site visits and that all requested documentation is provided. Contractor must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County. Site visit shall include, but not be limited to, examination of evidence of: Bilingual Staff; Telephone Interpretation; Volunteer Interpreters; Use of "I Speak Cards"; Language Identification Posters or Flashcards; and, Translating Vital Documents.

[Signatures On Following Pages]

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the _____ day of _____, 2024.

FULTON COUNTY, GEORGIA

Approved:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attest:

Tonya R. Grier
Clerk to the Commission (Seal)

Approved as to Content:

LaTrina Foster, LPC, Director
Fulton County BHDD

Approved as to Form:

Office of the County Attorney

APPLIED RESEARCH SERVICES, INC.

Approved:

Kevin Baldwin, Senior Researcher and Principal

Attest:

ATTACHMENT “A”

SPECIAL CONDITIONS

Please be advised that failure to comply with any of the following Special Conditions and Fiscal Year 2023 Award Standard Terms will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the County.

1. Acceptance of the Terms of an Award

By drawing or otherwise obtaining funds from the Health and Human Services (HHS) Payment Management System, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer (GMO) within thirty (30) days of receipt of this award notice. Once an award is accepted by a recipient, the contents of the Notice of Award (NoA) are binding on the recipient unless and until modified by a revised NoA signed by the GMO.

Certification Statement: By drawing down funds, the recipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and funds drawn down.

Recipients of Department of Health and Human Services’ (DHHS) grants or cooperative agreement awards must comply with all terms and condition of their awards, including: (a) terms and conditions included in the [HHS Grants Policy Statement](#) in effect at the time of a new, non-competing continuation, or renewal award, including the requirements of HHS grants administration regulations; (b) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (c) applicable requirements or limitations in appropriations acts; and (d) any requirements specific to the particular award specified in program policy and guidance, the Notice of Funding Opportunity (NOFO), or the Notice of Award (NoA).

2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards

The NoA issued is subject to the administrative requirements, cost principles, and audit requirements that govern Federal monies associated with this award, as applicable, in the [Uniform Guidance – 2 Code of Federal Regulations \(CFR\) § 200](#) as codified by [HHS at 45 CFR § 75](#).

3. Award Expectations

The eligibility and program requirements originally outlined in the NOFO must continue to be adhered to as the funded project is implemented. Recipients must comply with the performance goals, milestones, outcomes, and performance data collection as reflected in the NOFO and related policy and guidance. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by Substance Abuse and Mental Health Services Administration (SAMHSA).

4. Flow down of requirements to sub-recipients

The recipient, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with [45 CFR § 75.351 – 75.352](#), Sub-recipient monitoring and management.

5. Future Spending

As indicated in the NoA, recommended future support reflects total costs (direct plus indirect). Funding is subject to the availability of Federal funds, satisfactory progress and continued funding is in the best interest of the Federal government.

6. Non-Supplant

Federal award funds must supplement, not replace (supplant) non-federal funds. All recipients who receive awards under programs that prohibit supplanting by law must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.

7. Unallowable Costs

All costs incurred prior to the award issue date and costs not consistent with the funding opportunity, [45 CFR § 75](#), and the [HHS Grants Policy Statement](#), are not allowable under this award.

8. Conflicts of Interest Policy

Consistent with [45 CFR § 75.112](#), recipients must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:

- address conditions under which outside activities, relationships, or financial interest are proper or improper;
- provide for advance disclosure of outside activities, relationships, or financial interest to a responsible organizational official;
- include a process for notification and review by the responsible official of potential or actual violations of the standards; and
- specify the nature of penalties that may be imposed for violations.

9. Administrative and National Policy Requirements

Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/recipient must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, or Executive order. In some cases, they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations.

Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations, refer to Part II of the [HHS Grants Policy Statement](#).

10. Carryover - Expanded Authority for Unobligated Balances from One Budget Period to Any Subsequent Budget Period

Federal administrative requirements allow agencies to provide recipients with expanded authorities, which waive certain cost-related and administrative prior approvals under certain conditions.

[Per 45 CFR § 75.308 \(d\)\(3\)](#), SAMHSA has extended expanded authority to recipients requesting carryover of unobligated balances (UOB) up to 25% or less of the current budget period (year when the funds are needed) provided that recipients are not on drawdown restriction.

Recipients requesting a carryover greater than 25% of the current budget period award cannot exercise this expanded authority.

Recipients who exercise expanded authority may include an Intent to Carryover statement in the Remarks section (box 12) of the annual Federal Financial Report (FFR).

Expanded authority may be overridden by other special terms or conditions of the award. Recipients must carefully review the Notice of Award to determine if a particular authority is withheld for a specific award.

Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds.

Additional Guidance: <https://www.samhsa.gov/grants/grants-management/post-award-amendments#carryover>

11. Marijuana Restriction

SAMHSA grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., [45 CFR § 75.300\(a\)](#) (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21

U.S.C. 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana).

12. Prior Approval

SAMHSA anticipates that the recipient may need to modify the recipient's award budget or other aspects of its approved application during performance to accomplish the award's programmatic objectives. In general, recipients are allowed a certain degree of latitude to re- budget within and between budget categories to meet unanticipated needs and to make other types of post-award changes, provided that the changes still meet the statutory program requirements and the regulatory requirements under [45 CFR § 75](#), as applicable.

Items that require prior approval (i.e., formal written approval) from the GMO, as indicated in either [45 CFR § 75](#) or the [HHS Grants Policy Statement](#), must be submitted in writing to the GMO. Based on the nature, extent, and timing of the request, the SAMHSA GMO may approve, deny, or request additional material to further document and evaluate your request.

Only an amended NoA signed by the GMO is considered valid. Verbal authorization is not approval and is not binding on SAMHSA. Recipients who proceed do so at their own risk.

Prior approval is required for but is not limited to: Changes in Key Personnel and Level of Effort, Budget Revisions, Changes in Scope, Carryover Requests (that fall outside the term for the Expanded Authority for Carryover), and No Cost Extensions. A summary of activities that require prior approval is listed in the [HHS Grants Policy Statement](#) under Exhibit 5, Page II-49.

SAMHSA instructions regarding requests for prior approval are available at: <https://www.samhsa.gov/grants/grants-management/post-award-amendments>

13. Executive Pay

The Consolidated Appropriations Act, 2023 (Public Law No: 117-328), signed into law on December 29, 2022, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale.

Effective January 1, 2023, the salary limitation for Executive Level II is \$212,100.

For awards issued prior to this change, if adequate funds are available in active awards, and if the salary cap increase is consistent with the institutional base salary, recipients may re-budget to accommodate the current Executive Level II salary level. However, no additional funds will be provided to these grant awards.

14. Promotional Items

SAMHSA grant funds may not be used for Promotional Items. Promotional items include but are not limited to clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.

HHS Policy on the Use of Appropriated Funds for Promotional Items:

<https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-promotional-items/index.html>

15. Universal Identifier and SAM Requirements

This award is subject to requirements as set forth in [2 CFR § 25](#) – Universal Identifier and System of Award Management (SAM) Requirements.

A. Requirement for System of Award Management

Unless you are exempted from this requirement under [2 CFR § 25.110](#), you, as the recipient, must maintain the currency of your information in the SAM, until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier if you are authorized (reference project description) to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you, unless the entity has provided its unique entity identifier to you; and
2. May not make a subaward to an entity, unless the entity has provided its unique entity identifier to you.

C. Definitions.

For purposes of this award term:

1. System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information on SAM registration procedures may be found at: <https://www.sam.gov>.
2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
3. Entity, as it is used in this award term, means all of the following, as defined at [2 CFR § 25, subpart D](#):
 - A governmental organization, which is a state, local government, or Indian Tribe;
 - A foreign public entity;
 - A domestic or foreign nonprofit organization;
 - A domestic or foreign for-profit organization; and
 - A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient;
- The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see [2 CFR § 200.1](#) and [2 CFR § 200.331](#)).
- A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- receives a subaward from you under this award; and
- is accountable to you for the use of the Federal funds provided by the subaward.

16. Financial Accountability and Transparency Act (FFATA)

The [Federal Funding Accountability and Transparency Act](#) (FFATA) was signed on September 26, 2006. The [FFATA Subaward Reporting System](#) (FSRS) is the reporting tool federal prime awardees (i.e. prime contractors and prime grants recipients) must use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees must report against sub-contracts awarded. Prime grant awardees will report against sub-grants awarded. The sub-award information you enter in FSRS will display on [USASpending.gov](#) associated with the prime award.

17. SAM.gov Responsibility Qualification (R/Q) – Recipient Integrity and Performance

Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (formerly the Federal Awardee Performance and Integrity Information System ([FAPIIS](#)) now called Responsibility/Qualification (R/Q) on SAM.gov about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of [Public Law 110-417](#), as amended ([41 U.S.C. 2313](#)). As required by section 3010 of [Public Law 111-212](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report Submit

the information required about each proceeding that:

- Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- Reached its final disposition during the most recent five-year period; and
- If one of the following:
 - A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of

either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

- Any other criminal, civil, or administrative proceeding if:
 - It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and
 - The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to this requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a

Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - The value of all expected funding increments under a Federal award and options, even if not yet exercised

[\[2 CFR Appendix XII to Part 200 - Award Term and Condition for Recipient Integrity and Performance Matters\]](#)

18. Acknowledgement of Federal Funding in communications and contracting

For each publication that results from HHS grant-supported activities, recipients must include an acknowledgment of grant support using one of the following statements:

“This publication was made possible by Grant Number _____ from _____.”

“The project described was supported by Grant Number _____ from _____.”

Recipients also must include a disclaimer stating the following:

“Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the [SAMHSA].”

If the recipient plans to issue a press release concerning the outcome of HHS grant-supported activities, it should notify SAMHSA in advance to allow for coordination. One copy of each publication resulting from work performed under an HHS grant-supported project must accompany the annual or final progress report submitted to SAMHSA.

19. Acknowledgement of Federal Funding at Conferences and Meetings

A conference is defined as a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award.

Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the Federal award. As needed, the costs of identifying, but not providing, locally available dependent-care resources are allowable. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award. The HHS awarding agency may authorize exceptions where appropriate for programs including Indian tribes, children, and the elderly. See also [45 CFR §§75.438, 75.456, 75.474, and 75.475](#).

Disclaimer for Conference/Meeting/Seminar Materials: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract, the recipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

“Funding for this conference was made possible (in part) by SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.”

20. Rights in Data and Publications

As applicable, recipients agree to the requirements for intellectual property, rights in data, access to research data, publications, and sharing research tools, and intangible property and copyrights as described in [45 CFR § 75.322](#) and the [HHS Grants Policy Statement](#).

Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. SAMHSA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

21. Mandatory Disclosures

Consistent with [45 CFR § 75.113](#), applicants and recipients must disclose in a timely manner, in writing to the HHS Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

U.S. Department of Health and Human Services

Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW, Cohen Building, Room 5527, Washington, DC 20201

Fax: (202) 205-0604 (Include “Mandatory Grant Disclosures” in subject line) or email:

MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in [45 CFR § 75.371](#) – Remedies for noncompliance, including suspension or debarment (see [2 CFR §§ 180 & 376](#) and [31 U.S.C. 3321](#)).

22. Lobbying Restrictions

Per [45 CFR §75.215](#), Recipients are subject to the restrictions on lobbying as set forth in [45 CFR § 93](#).

Lobbying with appropriated moneys, [U.S. Code 18 § 1913 \(2021\)](#), No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

Violations of this section shall constitute as a violation of section 1352 (a) of Title 31.

23. Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the Governmentwide implementation ([2 CFR §182](#)) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707). By signing the application, the AOR agrees that the recipient will

provide a drug-free workplace and will comply with the requirement to notify SAMHSA if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in [2 CFR § 182](#); HHS implementing regulations are set forth in [2 CFR § 382.400](#).

24. Civil Right Laws that prohibit discrimination

You must administer your project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>.

- You must take reasonable steps to ensure that your project provides meaningful access to persons with limited English proficiency. For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html> and <https://www.lep.gov>.
- For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.
- HHS funded health and education programs must be administered in an environment free of sexual harassment, see <https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html>.
- For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see <https://www.hhs.gov/conscience/conscience-protections/index.html> and <https://www.hhs.gov/conscience/religious-freedom/index.html>.

25. Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), as amended, and [2 CFR § 175](#)

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:

- Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- Procure a commercial sex act during the period of time that the award is in effect; or,
- Use forced labor in the performance of the award or subawards under the award. The text

of the full award term is available at [2 CFR § 175.15\(b\)](#).

26. Confidentiality of Alcohol and Drug Abuse Patient Records

The regulations ([42 CFR § 2](#)) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" ([42 CFR § 2.11](#)), if the program is federally assisted in any manner ([42 CFR § 2.12b](#)). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with [42 CFR § 2](#). The recipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

27. Healthy People 2020

Healthy People 2020 is a national initiative led by HHS that set priorities for all SAMHSA programs. The initiative has two major goals: (1) increase the quality and years of a healthy life; and (2) eliminate our country's health disparities. The program consists of 28 focus areas and 467 objectives. SAMHSA has actively participated in the work groups of all the focus areas and is committed to the achievement of the Healthy People 2020 goals. Healthy People 2010 and the conceptual framework for the forthcoming Healthy People 2020 process can be found online at: <http://www.healthypeople.gov/>

28. Accessibility Provisions

Recipients of Federal financial assistance (FFA) from HHS must administer their programs in compliance with Federal civil rights law. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency.

The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see: <http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html>.

Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see- <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>. Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at <https://www.hhs.gov/civil-rights/index.html> or call 1-800-368-1019 or TDD 1-800-537-7697.

Also note that it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations. For further guidance on providing

culturally and linguistically appropriate services, recipients should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

29. Data Collection and Performance Measurement

All SAMHSA recipients are required to collect and report evaluation data to ensure the effectiveness and efficiency of its programs under the Government Performance and Results (GPRA) Modernization Act of 2010 (P.L. 102-62). Recipients must comply with the performance goals, milestones, and expected outcomes as reflected in the NOFO and are required to submit data via SAMHSA's data-entry and reporting system.

Please contact your Government Program Official for additional submission information.

30. Legislative Mandates

Certain statutory provisions under P.L. 115-245, Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019, Division B, Title V, Title II, General Provisions limit the use of funds on SAMHSA grants, cooperative agreements, and contract awards. Such provisions are subject to change annually based on specific appropriation language that restricts the use of grant funds. The full text of P.L. 115-245 is available at <https://www.congress.gov/bill/115th-congress/house-bill/6157/text?Format=txt>.

31. Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs

This EO promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all recipients that electronically exchange patient level health information to external entities where national standards exist must:

- Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult www.healthit.gov for more information, and
- Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant.

32. Audits

Non-Federal recipients that expend \$750,000 or more in federal awards during the recipient's fiscal year must have a single or program-specific audit conducted for that year in accordance with the provisions of [45 CFR § 75.501](#). Guidance on determining Federal awards expended is provided in [45 CFR §75.502](#).

Recipients are responsible for submitting their Single Audit Reports and the Data Collections Forms (SF-FAC) electronically to the to the Federal Audit Clearinghouse Visit disclaimer page (FAC) within the earlier of 30 days after receipt or nine months after the FY's end of the audit period. The FAC operates on behalf of the OMB.

For specific questions and information concerning the submission process:

- Visit the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb>
- Call FAC at the toll-free number: (800) 253-0696

33. Ad Hoc Submissions

Throughout the project period, SAMHSA may determine that a grant requires submission of additional information beyond the standard deliverables. This information may include, but is not limited to, the following:

- Payroll

- Purchase orders
- Contract documentation
- Proof of project implementation

34. Submitting Responses to Conditions and Reporting Requirements

Unless otherwise identified in the special terms and conditions of award and post award requests, all responses to special terms and conditions of award and post award requests must be submitted through the eRA Commons system.

35. Risk Assessment

SAMHSA may perform an administrative review of your organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with [45 CFR § 75/2 CFR § 200](#), as applicable. The restriction will affect your organization's ability to withdraw funds from the Payment Management Services account, until the concerns are addressed.

36. 120-day Reconciliation and Liquidation Period

In accordance with [2 CFR § 200.344](#), recipients must liquidate all obligations incurred under an award not later than one hundred and twenty (120) days after the end of award's obligation and expenditure period (i.e., the project period). After one hundred and twenty (120) days, letter of credit accounts are locked. SAMHSA does not approve extensions to the one hundred and twenty (120) day post-award reconciliation/liquidation period. Therefore, recipients are expected to complete all work and reporting within the approved project period and the aforementioned 120-day post-award reconciliation/liquidation period. Recipients (late) withdrawal requests occurring after the aforementioned periods will be denied.

37. Cancel Year

[31 U.S.C. 1552\(a\)](#) Procedure for Appropriation Accounts Available for Definite Periods states the following: On September 30th of the 5th fiscal year after the period of availability for obligation of a fixed appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

38. Termination

Termination [\(45 CFR § 75.372\)](#) applies to this award and states, in part, the following:

This award may be terminated in whole or in part:

- By the HHS awarding agency (SAMHSA) or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
- By the HHS awarding agency (SAMHSA) or pass-through entity for cause;
- By the HHS awarding agency (SAMHSA) or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- By the non-Federal entity upon sending to the HHS awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the HHS awarding agency or pass-through entity may terminate the Federal award in its entirety.

39. Prohibition on certain tele-communications and video surveillance services or equipment

As described in [2 CFR § 200.216](#), recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115- 232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0755

Meeting Date: 10/15/2025

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

Request approval of a Resolution to increase the compensation paid to each member of the Fulton County Boards of Equalization from \$100.00 per day to \$150.00 per day; and for other purposes.

(Arrington) (HELD ON 10/1/25)

1 **A RESOLUTION TO INCREASE THE COMPENSATION PAID TO EACH**
2 **MEMBER OF THE FULTON COUNTY BOARDS OF EQUALIZATION FROM**
3 **\$100.00 PER DAY TO \$150.00 PER DAY; AND FOR OTHER PURPOSES**
4

5 **WHEREAS**, the Fulton County Boards of Equalization were
6 created pursuant to the authority provided to the General Assembly of
7 Georgia in local constitutional amendment, 1952 Ga. Laws (Act No.
8 148), page 592; and

9 **WHEREAS**, pursuant to O.C.G.A. § 48-5-311 the Boards of
10 Equalization are tasked with the responsibility of hearing and
11 determining appeals from tax assessments and denials of homestead
12 exemptions; and

13 **WHEREAS**, the duties of the Boards of Equalization are integral
14 to the tax appeal process; and

15 **WHEREAS**, pursuant to O.C.G.A. § 48-5-311, the members
16 serving on the Boards of Equalization are appointed by the Grand Jury
17 of Fulton County; and

18 **WHEREAS**, the provisions of O.C.G.A. § 48-5-311 expressly
19 provide that each member of a county board of equalization shall be
20 compensated by the county per diem for time expended in considering
21 appeals; and

1 **WHEREAS**, O.C.G.A. § 48-5-311 further provides that such
2 compensation shall be paid at a rate of not less than \$25.00 per day
3 and shall be determined by the county governing authority; and

4 **WHEREAS**, the Board of Commissioners, on September 19,
5 2018, via Resolution 18-0672, set the rate of compensation for
6 members serving on the Board of Equalization at \$100.00 per day; and

7 **WHEREAS**, the Board of Commissioners has determined that it
8 is in Fulton County's best interest to increase such rate of
9 compensation from \$100.00 per day to \$150.00 per day.

10 **BE IT FURTHER RESOLVED**, that the per diem rate for Board
11 of Equalization members shall increase in alignment with all county
12 wide cost of living increases for Fulton County employees.

13 **NOW, THEREFORE, BE IT RESOLVED**, by the Board of
14 Commissioners, that the rate of compensation paid to each member
15 serving on the Fulton County Boards of Equalization is increased from
16 \$100.00 per day to \$150.00 per day.

17 **BE IT FURTHER RESOLVED**, that the Clerk to the Commission
18 shall provide a copy of this Resolution to the Finance Department and
19 the Fulton County Boards of Equalization.

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

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 1st day of October 2025.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

Commissioner Marvin Arrington Jr.
(District 5)

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

1
2
3
4

Y. Soo Jo
County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0789

Meeting Date: 10/15/2025

Department

External Affairs

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

Presentation: 2026 Legislative Agenda.

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

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: Presentation of 2026 Legislative Agenda

Community Impact:

Department Recommendation: Request Approval

Project Implications:

Community Issues/Concerns:

Agenda Item No.: 25-0789

Meeting Date: 10/15/2025

Department Issues/Concerns:

Fiscal Impact / Funding Source

Funding Line 1:

n/a



**FULTON
COUNTY**

**Fulton County Board of Commissioners
October 15, 2025**

**2026 Proposed State
Legislative Agenda**

Resources for Superior Court

Online Publication of Legal Notices

Support Local Control and Oppose Sovereign Immunity Waivers

Increase State Support for Behavioral Health and Diversion Programs

Expand Healthcare Access and Strengthen the Healthcare Workforce

Housing Authority of Fulton County

Cybersecurity and Ransomware Protection

Support for Clarification of Estimated Rollback Rate Implementation

Next Generation 911

Ensure Secure, Fair and Accessible Elections

Transit Board Representation

Support for Legalization of Gambling and Casinos

Eviction Writ Execution Administrative Fee Authorization;
Clarification of H.B. 1203 Language



2026 Proposed State Legislative Agenda

Primary Policy Priority: Judicial Resources – Superior Court

The Atlanta Judicial Circuit ranks first among Georgia's 50 judicial circuits in both the volume and complexity of its caseloads. Analysis by the State Administrative Office of the Courts indicates that the current workload requires 25.6 judges; the Atlanta Judicial Circuit bench currently includes 20 judges. For the Superior Court to continue to efficiently handle the massive caseloads under its jurisdiction, additional judicial resources are needed.

- Fulton County requests the creation of one or more additional Superior Court judgeships to effectively manage the consistently high volume and increasing complexity of cases within the Circuit, which includes those initiated by the State of Georgia.
- Fulton County supports final passage of [Senate Bill 10](#), which authorizes the Chief Judge of Superior Court to appoint up to five judicial officers. These officers would handle civil and non-serious felony cases, as assigned by the Chief Judge, to alleviate caseloads and improve efficiency.

Primary Policy Priority: Online Publication of Legal Notices

- Fulton County supports legislation allowing the publication of legal notices on the legal organ's website, to ensure timely and efficient advertisement.
- Fulton County supports an amendment to the Georgia Taxpayer Bill of Rights to permit the online publication of millage rate advertisements.

Primary Policy Priority: Support Local Control and Oppose Sovereign Immunity Waivers

Fulton County opposes any legislation that diminishes home rule authority or restricts the rights of duly elected officials to govern local affairs. The County also opposes efforts to weaken local control or to waive sovereign immunity protections.

Increase State Support for Behavioral Health and Diversion Programs

- Fulton County supports continued investment by the Georgia Department of Behavioral Health and Developmental Disabilities (DBHDD) to expand behavioral health resources, including increased funding for the crisis care network, hospital beds and forensic beds. The County also supports additional state funding to expand the availability of community-based services.
- Fulton County supports advocacy for DBHDD programs that reduce the cost burden of behavioral health medications for individuals in county jails by the Association of County Commissioners of Georgia (ACCG).
- Fulton County requests state support to increase use of the Fulton County Diversion Center by local law enforcement and to expand pre-arrest diversion programs as alternatives to incarceration.

Expand Healthcare Access and Strengthen the Healthcare Workforce

- Fulton County advocates for increased healthcare access for residents, particularly in communities that have experienced limited access to healthcare providers and facilities.
- Fulton County supports expansive access to health insurance programs including Medicaid, the Affordable Care Act healthcare marketplace and other affordable healthcare solutions.
- Fulton County supports ACCG's initiative urging the Department of Community Health and Centers for Medicare and Medicaid Services to maintain healthcare coverage for pre-adjudication inmates. Federal and state funding ends when individuals enter jail, causing excessive healthcare costs that strain local budgets.
- Fulton County supports increased state funding for medical residency programs to grow the healthcare workforce and improve access to care, particularly in underserved areas.

Housing Authority of Fulton County

Fulton County requests an amendment to the requirements for resident commissioners of the Fulton County Housing Authority to ensure compliance with O.C.G.A. § 8-3-50.

Cybersecurity and Ransomware Protection

Fulton County supports final passage of [House Bill 886](#), which prohibits the use of public funds for ransom payments and requires state and local entities to report ransomware incidents to the Georgia Technology Authority, ensuring a coordinated statewide response.

Support for Clarification of Estimated Rollback Rate Implementation

Fulton County supports ACCG's efforts to clarify and improve the implementation of the estimated rollback rate, established under [House Bill 581](#) (2024) and revised under [House Bill 92](#) (2025). Confusion remains due to inconsistent application across jurisdictions:

- Mixed Notices: Some jurisdictions included the estimated rollback rate in notices while others did not, causing the Department of Revenue to issue three notice forms: one with estimated rollback rates only, one without and one mixed. Fulton County supports efforts to standardize and clarify the Annual Notice of Assessment.
- M&O Only: The estimated rollback rate applies only to the maintenance and operations (M&O) millage levy and does not include special service district or other levy types. This causes those levies to be underrepresented or not represented in the notices. Fulton County supports efforts to address this issue.

Next Generation 911

Fulton County, in alignment ACCG, fully supports the work of the Georgia Emergency Communications Authority's implementation of a statewide Next Generation 911 system. While the Fulton County 911 Center, which serves 5 South Fulton cities, is NextGen 911 compatible, implementation of consistent standards across the state will improve interface with all 8 public safety answering points operating within Fulton County.

Ensure Secure, Fair and Accessible Elections

- Fulton County is committed to administering secure, fair and accessible elections in compliance with state law. The County supports legislation that provides clear state guidance for new election laws and state funding to cover related county costs.
- Fulton County supports ACCG's efforts to require the State to reimburse counties for all expenses incurred in special elections to fill vacancies in statewide offices, the Georgia General Assembly, the U.S. Congress or to approve statewide referendum.
- Fulton County also seeks state support for costs associated with changes in state law related to equipment and supplies used for election operations.

Transit Board Representation

Fulton County seeks a permanent seat on the ATL Board and parity with other MARTA agencies in appointment of MARTA Board members.

Support for Legalization of Gambling and Casinos

Fulton County supports the new sources of local government revenue, including from casinos or parimutuel sports betting, with the recommendation of dedicating funding for public safety, mental health and public health services.

Eviction Writ Execution Administrative Fee Authorization; Clarification of House Bill 1203 Language

Fulton County supports amending O.C.G.A. § 44-7-55, as previously amended by [House Bill 1203](#) (2024), to allow the Fulton County Marshal's Office and other agencies responsible for carrying out eviction writs to assess a \$50 administrative fee from landlords when an off-duty officer is used to complete the eviction. The fee would help offset the additional burdens placed on local law enforcement agencies and would be used for official law enforcement purposes only, such as paying officers and support staff. Fulton County also supports amending O.C.G.A. § 44-7-55 to clarify the provisions relating to evictions by off-duty officers.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0790

Meeting Date: 10/15/2025

Department

External Affairs

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

Request approval of 2026 Legislative Agenda.

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?

Choose an item.

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: Final Approval of 2026 Legislative Agenda.

Community Impact:

Department Recommendation: Requesting approval.

Project Implications:

Community Issues/Concerns:

Agenda Item No.: 25-0790

Meeting Date: 10/15/2025

Department Issues/Concerns:

Fiscal Impact / Funding Source

Funding Line 1:

n/a



**FULTON
COUNTY**

Fulton County Board of Commissioners
October 15, 2025

2026 Proposed State
Legislative Agenda

Resources for Superior Court

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Support Local Control and Oppose Sovereign Immunity Waivers

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